

CITY OF SELMA
WORKSHOP/PRE-COUNCIL MEETING
August 3, 2015

The Workshop/ pre-Council meeting of the Selma City Council was called to order at 4:00 p.m. in the Council chambers. Council members answering roll call were: Derr, Montijo, Rodriguez, Mayor Pro Tem Avalos and Mayor Robertson.

Also present were City Attorney Costanzo, City Manager Grey, Financial Consultant Yribarren, Labor Personnel Counsel Eileen O'Hare-Anderson, and interested citizens.

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

EXECUTIVE SESSION: At 4:01 p.m., Mayor Robertson recessed the meeting into Executive Session to discuss the following: Public Employee Performance Evaluation, Title: City Manager.

The meeting reconvened at 6:06 p.m., with Mayor Robertson announcing that Council had conducted City Manager Grey one year evaluation review, reporting that it was very positive, and thanked him for the great job that he is doing.

ADJOURNMENT: There being no further business, the meeting was adjourned at 6:07 p.m.

Respectfully submitted,

Reyna Rivera
City Clerk

Scott Robertson
Mayor of the City of Selma

**CITY OF SELMA
REGULAR COUNCIL MEETING
August 3, 2015**

The regular meeting of the Selma City Council was called to order at 6:08 p.m. in the Council Chambers. Council members answering roll call were: Derr, Montijo, Rodriguez, Mayor Pro Tem Avalos, and Mayor Robertson.

Also present were City Manager Grey, City Attorney Costanzo, Community Services Director Kirchner, Financial Consultant Yribarren, Fire Chief Kain, Police Chief Garner, Public Works Director Shiplee, and interested citizens.

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 Marty Lynch, Christ Driven Assembly of God led the Invocation.

SPECIAL PRESENTATIONS: Administrative Analyst Galvan stepped forward to introduce Selma Unified WorkAbility Instructor Betty Shaw and Selma High Student John Banda. Ms. Shaw provided background information on the WorkAbility Program, and thanked the City for the partnership. Mayor Robertson presented a certificate of appreciation to Mr. John Banda for his internship at City Hall.

CONSENT CALENDAR: Council member Montijo requested that agenda item 1.e. be pulled for separate discussion. Motion to approve the remainder of the Consent Calendar was made by Council member Rodriguez and seconded by Council member Montijo. Motion carried with the following vote:

AYES: Rodriguez, Montijo, Derr, Avalos, Robertson

NOES: None

ABSTAIN: None

ABSENT: None

- a. Minutes of the July 20, 2015 Workshop/Pre-Council meeting approved as read.
- b. Minutes of the July 20, 2015 Regular meeting approved as read.
- c. Minutes of the July 27, 2015 Special meeting approved as read.
- d. RESOLUTION NO. 2015 – 50R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CONFIRMING THE REPORT OF ANNUAL REFUSE COLLECTION CHARGES TO BE ADDED TO THE 2015-2016 FRESNO COUNTY PROPERTY TAX ROLL. Resolution approved by standard motion.
- e. Pulled for separate discussion.

AGENDA ITEM 1.e. CONSIDERATION AND NECESSARY ACTION ON CHECK REGISTER DATED JULY 29, 2015: After discussion, motion to approve Check Register dated July 29, 2015 was made by Council member Montijo. Council member Derr seconded the motion, and it carried by the following vote:

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

CONSIDERATION AND NECESSARY ACTION ON A RESOLUTION CONFIRMING REPORT OF THE ENVIRONMENTAL CONTROL OFFICER ON DELINQUENT PARCELS FOR THE COST OF REMOVAL OF STRUCTURES, WEEDS, RUBBISH, REFUSE, DIRT, AND SIDEWALK REPAIRS TO THE 2015-2016 FRESNO COUNTY TAX ROLL- public hearing and adoption: City Manager Grey provided Council with the report on the parcels.

After discussion, Mayor Robertson opened the public hearing at 6:19 p.m. There being no one to speak on the matter, the public hearing was closed at 6:20 p.m.

After further discussion, motion to approve RESOLUTION NO. 2015—51R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA CONFIRMING REPORT OF THE ENVIRONMENTAL CONTROL OFFICER/PUBLIC WORKS DIRECTOR ON DELINQUENT PARCELS FOR THE COST OF REMOVAL OF WEEDS, RUBBISH, REFUSE, DIRT, SIDEWALK REPAIRS, ETC., TO THE 2015-16 FRESNO COUNTY TAX ROLL was made by Council member Rodriguez and seconded by Council member Montijo. Motion carried by the following vote:

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

CONSIDERATION AND NECESSARY ACTION ON A RESOLUTION URGING THE STATE TO PROVIDE NEW SUSTAINABLE FUNDING FOR STATE AND LOCAL TRANSPORTATION INFRASTRUCTURE: City Manager Grey reported the need for funding on street repairs, and discussed the urge from the League of Cities to encourage all cities to request funding from the State. After further discussion, motion to approve RESOLUTION NO. 2015 – 52R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA URGING THE STATE TO PROVIDE NEW SUSTAINABLE FUNDING FOR STATE AND LOCAL TRANSPORTATION INFRASTRUCTURE was made by Council member Derr and seconded by Council member Rodriguez. Motion carried by the following vote:

AYES: Derr, Rodriguez, Montijo, Avalos, Robertson

NOES: None

ABSTAIN: None

ABSENT: None

CONSIDERATION AND NECESSARY ACTION ON REQUEST TO REVISE BEER GARDEN POLICY FOR EVENTS AT PIONEER VILLAGE: Community Services Director Kirchner stepped forward to discuss the recommendation from the Pioneer Village Commission to remove the Beer Garden Policy and continue to require security, insurance, ABC License, ID verification and wristbands. He further stated that the Commission stated that if any problems should occur, staff brings the matter back to both Council and the Commission.

Ms. Char Tucker stepped forward in favor of the revision to the Pioneer Village Beer Garden Policy.

After much discussion, motion was made by Council member Rodriguez to REVISE THE PIONEER VILLAGE POLICY TO ALLOW ALCOHOL THROUGHOUT THE PARK WITH THE REQUIREMENT RECOMMENDATIONS FROM THE PIONEER VILLAGE COMMISSION. Motion was seconded by Council member Derr, and carried by the following vote:

AYES: Rodriguez, Derr, Montijo, Avalos, Robertson

NOES: None

ABSTAIN: None

ABSENT: None

CONSIDERATION AND NECESSARY ACTION ON REVISING CURRENT FEE STRUCTURE FOR SMALL EVENTS FOR PIONEER VILLAGE: Community Services Director Kirchner stated that the Pioneer Village Commission has been reviewing policies and fee structures in an effort to encourage more events and increase attendance at those events.

After discussion, motion to APPROVE THE RECOMMENDATION TO REVISE THE PIONEER VILLAGE RENTAL FEE STRUCTURE FROM THE PIONEER VILLAGE COMMISSION was made by Council member Rodriguez and seconded by Council member Montijo. Motion carried by the following vote:

AYES: Rodriguez, Montijo, Derr, Avalos, Robertson

NOES: None

ABSTAIN: None

ABSENT: None

DEPARTMENTAL REPORTS: City Manager Grey thanked Public Works Director Shiplee for the remodeling of the Council Chambers, and discussed the great reviews from the Fresno Bee on the recent Arts Center Play.

Police Chief Garner encouraged everyone to attend the upcoming National Night Out Events.

Fire Chief Kain updated Council on the Strike Team assignments for the Selma Firefighters. He also provided a presentation on innovative training ideas for the department to learn new techniques. After discussion on funding from Impact fees and Training Class Revenue, it was the consensus of Council for the Fire Department to move forward on the training props to enhance the department's skills and techniques.

COUNCIL REPORTS: Council member Montijo reported on attending the recent Arts Center Play, Employee Appreciation Event, and a trip to Atlanta, Georgia.

Mayor Pro Tem Avalos reported on attending the recent Employee Appreciation Event, and congratulated City Manager Grey on his positive evaluation.

Mayor Robertson reported on attending the Employee Appreciation Event and visiting the Fire Department, noting that they are renovating the station. Mayor Robertson thanked the Fire employees for their work on the station improvements, Fire Inspector/Code Enforcement Officer Cacossa for his diligence to resolve the graffiti issues, and all who donated to the Employee Appreciation Event Fund, stating that he would be donating for the next event. He also discussed the drought report for June indicating that Selma reduced water usage by thirty-nine percent.

ADJOURNMENT: There being no further business, the meeting was adjourned at 7:11 p.m.

Respectfully submitted,

Reyna Rivera
City Clerk

Scott Robertson
Mayor of the City of Selma

Resolution Nos: 2015 – 50R, 2015 – 51R, 2015 – 52R

Check Register Report

1 . c

Date: 08/11/2015

Time: 11:54 am

Page: 1

City of Selma

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks							
65711	08/04/2015	Printed		10670.260	FRESNO CO RECORDER	RECORDING FEES	553.00
65712	08/04/2015	Printed		10190.063	AMERICAN AMBULANCE	AUGUST 2015 PAYMENT	89,500.00
65713	08/04/2015	Printed		10190.024	APPLE TIME, INC.	SELMA PD JR POLICE STICKERS	788.56
65714	08/04/2015	Printed		10100.510	AT&T	TELEPHONE-JULY 2015	18.70
65715	08/04/2015	Printed		10100.515	AT&T	TELEPHONE SERVICE-JUNE 15	6,191.27
65716	08/04/2015	Printed		10210.255	BANNER PEST CONTROL INC	PEST CONTROL-JULY 2015	441.00
65717	08/04/2015	Printed		10230.028	MATT BEGINES	EMT RECERT REIMB	83.00
65718	08/04/2015	Printed		10230.424	BETTER FLOORING, INC.	REPLACED CHAMBER CARPET	10,924.00
65719	08/04/2015	Printed		10328.177	CASTELLANOS SERVICES	PV LANDSCAPING-JULY 15	2,500.00
65720	08/04/2015	Printed		10300.815	CENTRAL SAN JOAQUIN VALLEY RMA	2015/2016 1ST QTR DEPOSIT	225,075.00
65721	08/04/2015	Printed		10330.272	CENTRAL VALLEY GENERAL	EMPLOYEE DRUG TESTING	100.00
65722	08/04/2015	Printed		10330.283	CENTRAL VALLEY TOXICOLOGY INC.	DRUG TESTING CS# 15-2501	90.00
65723	08/04/2015	Printed		10340.048	NICOLETTE CHAVEZ ANDERSON	IN THE HEIGHTS REIMBURSEMENT	61.97
65724	08/04/2015	Printed		10370.953	COOL AIR SPECIALTY	REPAIR-PD MECHANICAL ROOM	1,280.00
65725	08/04/2015	Printed		10419.024	BRYAN DEGUCHI	IN THE HEIGHTS VIDEO RECORDING	500.00
65726	08/04/2015	Printed		10430.150	DEPARTMENT OF TRANSPORTATION	SHARED SIGNAL MAINT APR-JUN 15	2,485.84
65727	08/04/2015	Printed		10400.200	DLT SOLUTIONS INC.	AUTOCAD RENEWAL	540.39
65728	08/04/2015	Printed		10530.010	EC LINK	2015/2016 EC LINK RENEWAL	3,307.00
65729	08/04/2015	Printed		10620.210	FEDOR PLUMBING	SHAHER PARK REMODEL	28,900.00
65730	08/04/2015	Printed		10630.467	TIM FLETCHER	IN THE HEIGHTS COSTUME REIMB	32.46
65731	08/04/2015	Printed		10670.212	FRESNO CO AUDITOR-CONTROLLER	LAFCO BUDGET 2015/2016	3,343.69
65732	08/04/2015	Printed		10670.270	FRESNO CO TREASURER-SHERIFF	PRISONER PROCESSING-MAR-JUN 15	168.00
65733	08/04/2015	Printed		10670.292	FRESNO COUNTY AUDITOR'S OFFICE	COUNTY PARKING JUNE 2015	87.50
65734	08/04/2015	Printed		10670.520	FRESNO-MADERA AAA	SENIOR MEALS AND SUPPLIES	292.79
65735	08/04/2015	Printed		10670.583	FRUSA EMS	AMBULANCE BILLING-JULY 2015	3,205.75
65736	08/04/2015	Printed		10700.080	G&K SERVICES	LINEN/UNIFORM SERVICES-JUL 15	696.66
65737	08/04/2015	Printed		11040.176	MAGNOLIA S. JIMENEZ GALLARDO	PHLEBOTOMY SERVICE 15-3624	100.00
65738	08/04/2015	Printed		10710.619	GARREKS, INC	CAR WASHES -JUNE 2015	410.00
65739	08/04/2015	Printed		10720.010	GATEWAY ENGINEERING, INC.	CITY ENGINEERING SERVICES-JUNE	15,240.00
65740	08/04/2015	Printed		10820.020	HEALTHEDGE ADMINISTRATORS INC.	DENTAL,CHIRO 7/15/15	1,661.69
65741	08/04/2015	Printed		10820.020	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 7/22/15	2,045.46
65742	08/04/2015	Printed		10820.020	HEALTHEDGE ADMINISTRATORS INC.	DENTAL,CHIRO 7/29/15	1,311.00
65743	08/04/2015	Printed		10820.155	HENRY SCHEIN INC.	MEDICAL SUPPLIES	269.38
65744	08/05/2015	Void	08/05/2015			Void Check	0.00
65745	08/04/2015	Printed		10820.702	HEWLETT-PACKARD FINANCIAL LEASES SERV		11,716.38
65746	08/04/2015	Printed		11000.150	J'S COMMUNICATION INC.	QTRLY SERVICE AUG-OCT 2015	1,338.00
65747	08/04/2015	Printed		11010.276	JAM SERVICES, INC.	REPLACED CROSSWALK LIGHTS	6,142.96
65748	08/04/2015	Printed		11000.120	JB SOUND CO.	CONERT IN THE PARK	400.00
65749	08/04/2015	Printed		11120.324	KENNEL INSTALLATION INC	SCAS KENNEL INSTALL	3,986.30
65750	08/04/2015	Printed		11120.510	JEFF KESTLY	MEDICAL PREMIUM REIMB AUG 15	148.78
65751	08/04/2015	Printed		11190.400	KULOW BROTHERS	PD CITES	877.49
65752	08/04/2015	Printed		11200.150	L.N. CURTIS & SONS	TURNOUT REPAIRS	872.30
65753	08/04/2015	Printed		11220.027	LEE CENTRAL CALIFORNIA	PUBLIC HEARING NOTICES	260.55
65754	08/04/2015	Printed		11230.180	LIEBERT, CASSIDY, WHITMORE INC	FLSA CLAIM	10,317.00
65755	08/04/2015	Printed		11250.630	LOSS PROTECTION AND	MONTHLY SERVICES OF CONTAINERS	170.00
65756	08/04/2015	Printed		11330.050	STEVEN MCINTIRE	MEDICAL PREMIUM REIMB AUG 15	1,373.43

Check Register Report

Date: 08/11/2015

Time: 11:54 am

Page: 2

City of Selma

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks							
65757	08/04/2015	Printed		11340.800	METRO UNIFORM	UNIFORMS FOR INTERNS	1,220.91
65758	08/04/2015	Printed		11360.825	ISAAC MORENO	MILEAGE-FILED LLMD ASSESSMENTS	36.23
65759	08/04/2015	Printed		11420.000	GIOVANI NAVARRO	CHOREOGRAPHY -IN THE HEIGHTS	200.00
65760	08/04/2015	Printed		11400.032	NGLIC CO SUPERIOR VISION	VISION INS PREM-AUG 2015	1,746.03
65761	08/04/2015	Printed		11530.100	OFFICE DEPOT	OFFICE SUPPLIES	1,068.39
65762	08/04/2015	Void	08/04/2015	11610.155	PACIFIC GAS & ELECTRIC CO.	UTILITIES-JULY 2015	0.00
65763	08/04/2015	Printed		11810.215	MINDY RAMOS	MUSICAL DIRECTION	400.00
65764	08/04/2015	Printed		11810.250	ROSE RANGEL	BILINGUAL TESTING	80.00
65765	08/04/2015	Printed		11810.361	RAY MORGAN COMPANY	MAINT/COPY AGREEMENT-JUN 15	363.71
65766	08/04/2015	Printed		11830.149	ANTHONY RIVAS	PARAMEDIC CERT REIMB	200.00
65767	08/04/2015	Printed		11830.157	REYNA RIVERA	COUNCIL MTG SUPPLIES REIMB	45.02
65768	08/04/2015	Printed		11839.738	RICK ROBBINS	HYDRAULIC TABLE REIMBURSEMENT	281.37
65769	08/04/2015	Printed		11840.166	JESSIE ROSALES	CERAMIC SUPPLIES-SENIOR CENTER	11.33
65770	08/04/2015	Printed		11840.273	ROTARY CLUB OF SELMA	DUES AND FEES	79.25
65771	08/04/2015	Printed		11910.183	SACRAMENTO METROPOLITAN FIRE	2013-14 GEMT ADMIN FEE	269.44
65772	08/04/2015	Printed		11910.433	SAMPSON,SAMPSON, AND PATTERSON	AUDIT-YE 06/30/14 JUNE 2015	13,980.00
65773	08/04/2015	Printed		11910.824	MARISA SANCHEZ	IN THE HEIGHTS COSTUME REIMB	31.37
65774	08/04/2015	Printed		11910.870	FRANK SANTILLAN	PER DIEM -2015 CCUG SEMINAR	260.00
65775	08/04/2015	Printed		11926.843	SECOND CHANCE ANIMAL SHELTER	MONTHLY SUPPORT PAYMENT	6,483.33
65776	08/04/2015	Printed		11945.680	SELMA POLICE OFFICERS ASSN.	CHAIRS FOR DISPATCH REIMB	278.55
65777	08/04/2015	Printed		11945.790	SELMA TROPHY SHOP	HELMET TAGS FOR RESERVES	91.33
65778	08/04/2015	Printed		11945.800	SELMA UNIFIED SCHOOL DISTRICT	FUEL	14,943.29
65779	08/04/2015	Printed		11965.406	SOUND CONTRACTING	VIDEO SYSTEM SERV CALL -ART C	85.00
65780	08/04/2015	Printed		11975.624	STERICYCLE, INC.	SERI-SAFE OSHA COMPLIANCE	77.28
65781	08/04/2015	Printed		11975.630	STERLING CODIFIERS INC.	ORDINANCE CODIFICATION	567.00
65782	08/04/2015	Printed		11989.787	SYDNEY SWEAT	IN THE HEIGHTS PROP REIMB	293.34
65783	08/04/2015	Printed		12030.099	THE MUSIC AND THEATER	TECHNICAL DIRECTOR FEE	500.00
65784	08/04/2015	Printed		12060.210	TRANS UNION CORPORATION	PRE EMPLOYMENT CREDIT CHECK	12.78
65785	08/04/2015	Printed		12072.972	TYCO INTEGRATED SECURITY LLC	ALARM SERVICES 7/1-9/30/15	1,288.98
65786	08/04/2015	Printed		12100.050	U.S. BANK CORPORATE PMT SYSTEM	CALCARD CHARGES 6/23-7/22/15	62,306.86
65787	08/04/2015	Printed		12160.090	UNDERGROUND SERVICE ALERT	ANNUAL USA MEMBERSHIP	396.00
65788	08/04/2015	Printed		12172.409	UPPER KINGS BAISIN IRWM AUTH.	ANNUAL IRWMP MEMBERSHIP	7,000.00
65789	08/04/2015	Printed		12220.210	VALLEY NETWORK SOLUTIONS INC.	ANNUAL MAINTENANCE RENEWALS	12,210.00
65790	08/04/2015	Printed		12270.190	VERIZON WIRELESS	AIRCARDS-JULY 2015	816.44
65791	08/04/2015	Printed		12252.630	YRIBARREN GROUP	CONSULTING SERVICES-JULY 2015	6,250.00
65792	08/04/2015	Printed		12640.110	ZEE MEDICAL SERVICE CO.	FIRST AID SUPPLIES-PD	82.63
65793	08/04/2015	Printed		11610.155	PACIFIC GAS & ELECTRIC CO.	UTILITIES-JULY 2015	26,960.78
				Total Checks: 83		Checks Total (excluding void checks):	600,723.94
				Total Payments: 83		Bank Total (excluding void checks):	600,723.94
				Total Payments: 83		Grand Total (excluding void checks):	600,723.94

DEPARTMENT	EMPLOYEE NAME	EMPLOYEE POSITION	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT	
ADMINISTRATION	TESLA NASON	HUMAN RESOURCE ANALYST	6/22/2015	SAVE MART	SNACKS-DISPATCHER INTERVIEWS	100-1400-610.920.000	19.72	19.72
	REYNA RIVERA	CITY CLERK	7/6/2015	SAL'S MEXICAN RESTAURANT	COUNCIL MEETING SUPPLIES	100-1100-610.920.000	49.09	
	REYNA RIVERA	CITY CLERK	7/8/2015	LEAGUE OF CITIES	DERR REGISTRATION ANNUAL CONFERENCE	100-1100-610.920.000	500.00	549.09
BUILDING	DAN RUIZ	BUILDING INSPECTOR	7/15/2015	CALIFORNIA BUILDING OFFICIALS	BUILDING CODES MEANS OF EGRESS CLASS	100-3200-610.915.000	185.00	
	DAN RUIZ	BUILDING INSPECTOR	7/15/2015	CALIFORNIA BUILDING OFFICIALS	CALBO YEARLY MEMBERSHIP FEE	100-3200-610.915.000	215.00	400.00
ECONOMIC	ROSEANN GALVAN	ADMINISTRATIVE ANALYST	7/7/2015	WALMART	AMBASSADOR MEETING	100-1550-610.920.000	14.06	14.06
CITY MANAGER	KEN GREY	CITY MANAGER	7/15/2015	HOME DEPOT	SUPPLIES-ART CENTER	605-4300-600.250.000	47.35	47.35
FIRE	CITY OF SELMA FIRE QRT MST	ENGINEER	7/14/15	SCOTTS PPE	TURNOUT GEAR REPAIR	100-2525-600.476.000	362.35	362.35
	CITY OF SELMA-TRAINING DIV	ENGINEER	7/6/15	HOME DEPOT	LIGHT BULBS AND BALLAST-STATION 2	100-2500-600.370.000	48.83	48.83
	CITY OF SELMA-STATION 1	CAPTAIN	6/25/15	HOME DEPOT	TOUGH TOTE	100-2525-600.250.000	25.38	
	CITY OF SELMA-STATION 1	CAPTAIN	7/8/15	WALMART	FELT FOR BOTTOM OF CHAIRS @ ST 1	100-2500-600.250.000	5.13	30.51
	CITY OF SELMA-STATION 2	CAPTAIN	6/22/15	WALMART	WATER/GATORADE	100-2525-600.250.000	65.76	
	CITY OF SELMA-STATION 2	CAPTAIN	6/23/15	HOME DEPOT	ICE MAKER KIT	100-2500-600.375.000	43.08	
	CITY OF SELMA-STATION 2	CAPTAIN	7/9/15	CLOVIS JANITORIAL	FLOOR STRIPPER FOR STATION	100-2500-600.370.000	16.00	
	CITY OF SELMA-STATION 2	CAPTAIN	7/17/15	OFFICE MAX-SELMA, CA	NEW WHITE BOARDS FOR STATION	100-2525-600.250.000	142.40	
	CITY OF SELMA-STATION 2	CAPTAIN	7/17/15	HOME DEPOT	MISC SUPPLIES FOR STATION	100-2525-600.250.000	31.60	298.84
	KELLI TELLEZ	DEPARTMENT SECRETARY	7/1/15	WALMART	STATION SUPPLIES (CLEANING	100-2525-600.250.000	53.95	
	KELLI TELLEZ	DEPARTMENT SECRETARY	7/10/15	WORLD POINT	CPR BOOKS	100-2500-600.250.000	61.40	115.35
	MIKE KAIN	FIRE CHIEF	6/30/15	GALLS	EXTRICATION GLOVES	100-2500-482.020.000	347.84	
	MIKE KAIN	FIRE CHIEF	7/16/15	GALLS	CREDIT -RETURN (ORDERED WRONG ITEMS)	100-2500-600.250.000	-163.02	184.82
INFORMATION SYSTEMS	JERRY HOWELL	INFORMATION SYSTEMS SUPERVISOR	7/9/2015	WALMART	STORAGE BINS FOR BUILDING PLANS	100-3200-600.100.000	36.66	
	JERRY HOWELL	INFORMATION SYSTEMS SUPERVISOR	7/1/2015	U.S.P.S.	POSTAGE TO ASSESSOR'S OFFICE	100-3200-600.120.000	17.90	54.56
POLICE	CALEB GARCIA	POLICE OFFICER	6/23/2015	HATCH GAS	FUEL	701-9200-600.257.000	20.00	
	CALEB GARCIA	POLICE OFFICER	7/1/2015	76	FUEL	701-9200-600.257.000	59.00	
	CALEB GARCIA	POLICE OFFICER	7/21/2015	CHEVRON	FUEL	701-9200-600.257.000	60.35	139.35

DEPARTMENT	EMPLOYEE NAME	EMPLOYEE POSITION	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT	
POLICE	DEBBIE GOMEZ	COMMUNITY SERVICE OFFICER	6/24/2015	NELSONS ACE HARDWARE	RETURN LOCKER KEY FOR OIC'S	100-2200-600.250.000	2.49	
	DEBBIE GOMEZ	COMMUNITY SERVICE OFFICER	6/19/2015	GLOBAL INDUSTRIAL SYSTEM	HAZ MAT CABINET FOR EVIDENCE	100-2200-600.250.000	629.93	
	DEBBIE GOMEZ	COMMUNITY SERVICE OFFICER	7/1/2015	GALLS	TASER HOLSTER & COMBO CASE	100-2200-600.250.000	228.04	
	DEBBIE GOMEZ	COMMUNITY SERVICE OFFICER	7/7/2015	GALLS	TASER HOLSTERS CHARGED 248.61 BUT INVOICE INDICATES 248.60	100-2200-600.250.000	248.61	
	DEBBIE GOMEZ	COMMUNITY SERVICE OFFICER	7/8/2015	CHIEF SUPPLY	UNIFORM PANTS & SHIRT	100-2100-600.300.000	164.97	
	DEBBIE GOMEZ	COMMUNITY SERVICE OFFICER	7/10/2015	BATTERY JUNCTION	BULK BATTERIES FOR PATROL	100-2200-600.250.000	88.60	
	DEBBIE GOMEZ	COMMUNITY SERVICE OFFICER	7/13/2015	GALLS	RADIO HOLDER & CAMERA HOLDERS	100-2200-600.250.000	137.42	1,500.06
					TASER HOLSTERS (BACKORDER 6/4/15)INVOICE INDICATES 114.86 BUT			
	DEBBIE GOMEZ	COMMUNITY SERVICE OFFICER	7/14/2015	GALLS	CHARGED 114.85	100-2200-600.250.000	114.85	
	DEBBIE GOMEZ	COMMUNITY SERVICE OFFICER	7/13/2015	STAPLES	PADDING FOR AMMO, ETC	100.2200.600.250.000	44.23	
	DEBBIE GOMEZ	COMMUNITY SERVICE OFFICER	7/13/2015	5.11 TACTICAL	RIFLE SLING	100.2200.600.250.000	60.21	
	DEBBIE GOMEZ	COMMUNITY SERVICE OFFICER	7/13/2015	SIRCHIE	EVIDENCE DRYING LOCKER SUPPLIES	100.2200.600.250.000	436.55	
	DEBBIE GOMEZ	COMMUNITY SERVICE OFFICER	7/20/2015	PRO FORCE LAW ENFORCEMENT	X26P TASER & HOLSTER	806-0000-223.200.000	400.72	
	DEBBIE GOMEZ	COMMUNITY SERVICE OFFICER	7/20/2015	PRO FORCE LAW ENFORCEMENT	X26P TASER & HOLSTER	806-0000-223.100.000	650.00	1,706.56
	FRANK SANTILLAN	POLICE SERGEANT	6/23/2015	WAL MART SELMA, CA.	CLEANING SUPPLIES	100.2100.600.250.000	29.37	
	FRANK SANTILLAN	POLICE SERGEANT	6/25/2015	THE BEARS DEN SELMA, CA.	CHIEF'S MEETING	100.2100.600.250.000	14.00	
	FRANK SANTILLAN	POLICE SERGEANT	7/1/2015	BOYD PRODUCTS	EXPLORERS EQUIPMENT	100.0000.270.091.000	192.43	
	FRANK SANTILLAN	POLICE SERGEANT	7/2/2015	ZENNI OPTICAL	EYEGASSES, SANTILLAN REVOLVING	100.0000.123.010.000	50.80	
	FRANK SANTILLAN	POLICE SERGEANT	7/3/2015	G AND R FEED	K-9 DOG FOOD	100-2200-600.400.700	295.68	
	FRANK SANTILLAN	POLICE SERGEANT	7/3/2015	G AND R FEED	K-9 DOG FOOD	100-2200-600.400.700	269.58	
	FRANK SANTILLAN	POLICE SERGEANT	7/6/2015	WILEY X	MOTOR OFFICER SAFETY GLASSES	100.2200.600.250.000	116.89	968.75
	GILBERT CANTU	POLICE SERGEANT	7/21/2015	MADERA UNIFORM, FRESNO	11 UNIFORM NAME TAGS FOR VIP	800-0000-220.000.000	130.36	130.36
	GREG GARNER	POLICE CHIEF	7/17/2015	VALERO	FUEL -PUMPS DOWN	701-9200-600.257.000	45.14	45.14
	JACOB PUMAREJO	POLICE OFFICER	6/23/2015	ARCO -FRESNO	FUEL FOR PD UNIT #170	701-9200-600.257.000	42.23	
	JACOB PUMAREJO	POLICE OFFICER	6/27/2015	WALMART	OTTERBOX PHONE CASE	100-2200-600.250.000	45.85	
	JACOB PUMAREJO	POLICE OFFICER	7/7/2015	ARCO -FRESNO	FUEL FOR PD UNIT#170	701-9200-600.2573.000	52.69	
	JACOB PUMAREJO	POLICE OFFICER	7/14/2015	METRO UNIFORM	COMMS EAR PIECE REPLACEMENT	100-2200-600.250.000	7.52	
	JACOB PUMAREJO	POLICE OFFICER	7/14/2015	5.11 TACTICAL	RUBBER GLOVE VEST POUCH	100-2200-600.250.000	32.46	
	JACOB PUMAREJO	POLICE OFFICER	7/18/2015	JACK'S GAS	FUEL FOR PD UNIT#170	701-9200-600.257.000	38.28	219.03
	MYRON DYCK	LIEUTENANT	6/22/2015	SAL'S MEXICAN RESTAURANT	LUNCH FOR DISPATCH ORAL PANEL	100-1400-600.250.000	43.02	
	MYRON DYCK	LIEUTENANT	6/26/2015	J'S COMMUNICATIONS	PORTABLE RADIO ANTENNAS	100-2200-600.350.000	62.23	
	MYRON DYCK	LIEUTENANT	7/17/2015	NELSON'S HARDWARE	KEY FOR TRAINING CABINET	100-2200-600.250.000	2.49	107.74
	POLICE DEPT NO 1		7/17/2015	VALERO	FUEL/SUSD PUMPS DOWN	701-9200-600.257.000	30.67	
	POLICE DEPT NO 1		7/17/2015	VALERO	FUEL/SUSD PUMPS DOWN	701-9200-600.257.000	21.05	51.72

DEPARTMENT	EMPLOYEE NAME	EMPLOYEE POSITION	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT	
POLICE	RENE GARZA	DETECTIVE -POLICE OFFICER	6/22/2015	LITTLE CAESARS	LUNCH FOR ABC DECOYS	100-2100-600.250.000	15.21	15.21
	RUDY ALCARAZ	SERGEANT	7/4/2015	CIRCLE K	DRINKS FOR EXPLORERS/VIP 4TH OF JULY	100-2200-600.250.000	26.75	
	RUDY ALCARAZ	SERGEANT	7/16/2015	BEARS DEN	CHIEF MEETING	100-2200-600.250.000	15.00	41.75
	STEVE MARES	COMMUNITY RESOURCE OFFICER	6/22/2015	TACO BELL	PRISONER MEAL	100-2100-600.250.000	2.26	
	STEVE MARES	COMMUNITY RESOURCE OFFICER	7/1/2015	HOME DEPOT	PLY WOOD FOR BOOKING ROOM	100-2100-600.250.000	21.45	
	STEVE MARES	COMMUNITY RESOURCE OFFICER	7/9/2015	BEARS DEN	CHIEF'S MEETING	100-2100-600.250.000	16.98	
	STEVE MARES	COMMUNITY RESOURCE OFFICER	7/15/2015	G'S HAND CAR WASH	VEHICLE MAINTENANCE	100-2100-600.250.000	30.00	70.69
	TERRY REID	SERGEANT	6/22/2015	HOME DEPOT	STAPLE GUN FOR TARGETS AT RANGE	100-2200-600.250.000	21.71	
	TERRY REID	SERGEANT	6/25/2015	VALERO	ICE FOR RANGE	100-2200-600.250.000	4.33	
	TERRY REID	SERGEANT	6/25/2015	FOOD 4 LESS	WATER FOR RANGE	100-2200-600.250.000	4.38	
	TERRY REID	SERGEANT	6/26/2015	VALERO	ICE FOR RANGE	100-2200-600.250.000	4.33	
	TERRY REID	SERGEANT	6/26/2015	FOOD 4 LESS	WATER FOR RANGE	100-2200-600.250.000	4.38	39.13
PUBLIC WORKS	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	7/1/2015	NELSON'S ACE HARDWARE	paint & painting supplies for Council Chamber	702-9300-600.370.000	271.58	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	6/23/2015	ARTIFICIAL GRASS RECYCLERS	refund for materials not received	210-5400-600.250.000	(375.00)	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	6/22/2015	CENTRAL FLOOR SUPPLY	materials to replace water damaged floor at A St fire station	702-9300-600.370.000	1,600.00	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	7/13/2015	NELSON'S POWER CENTER	edger blades - LLMD8	220-5300-600.250.408	9.03	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	7/15/2015	NELSON'S ACE HARDWARE	small tools & minor equipment - shovel Measure C Flex	214-5400-600.305.000	19.56	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	7/16/2015	EWING IRRIGATION PRODUCTS	miscellaneous sprinkler supplies	100-5300-600.250.000	227.87	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	7/16/2015	EWING IRRIGATION PRODUCTS	sprinkler clock for LLMD4	220-5300-600.250.404	140.44	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	7/16/2015	ROSENBAUM ROCKERY, INC.	decomposed granite for artificial turf installation	214-5400-600.250.000	661.28	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	7/15/2015	GRAINGER	diatomaceous earth to treat storm drains for cockroaches	210-5400-600.250.000	10.15	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	7/14/2015	NELSON'S ACE HARDWARE	wall switch with outlet for PD	702-9300-600.370.000	8.69	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	7/13/2015	NELSON'S ACE HARDWARE	artificial turf installation for Fire Training Facility	403-2525-700.100.003	61.08	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	6/26/2015	STATEWIDE TRAFFIC SAFETY &	traffic safety - cones & barricades	210-5400-600.250.000	6,191.66	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	7/13/2015	NELSON'S POWER CENTER	edger blades - LLMD11	220-5300-600.250.411	9.03	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	6/25/2015	NELSON'S ACE HARDWARE	paint for City Hall council chambers	702-9300-600.370.000	489.96	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	7/13/2015	NELSON'S POWER CENTER	edger blades - LLMD7	220-5300-600.250.407	9.03	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	7/13/2015	NELSON'S POWER CENTER	edger blades - LLMD6	220-5300-600.250.406	9.03	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	6/30/2015	GRAINGER	fluorescent tubes for FD	702-9300-600.250.000	66.54	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	7/13/2015	SYNLAWN	supplies for artificial turf installation - Measure C Flex	214-5400-600.250.000	248.92	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	6/23/2015	HOME DEPOT	small tools & minor equipment	702-9300-600.305.000	123.95	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	7/13/2015	NELSON'S POWER CENTER	edger blades - LLMD5	220-5300-600.250.405	9.03	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	7/1/2015	NELSON'S ACE HARDWARE	paint for Council Chambers	702-9300-600.370.000	402.66	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	7/13/2015	EWING IRRIGATION PRODUCTS	sprinkler clock for median island - Measure C Flex	214-5400-600.250.000	238.10	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	7/13/2015	NELSON'S POWER CENTER	edger blades - Parks	100-5300-600.250.000	81.27	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	7/13/2015	NELSON'S POWER CENTER	edger blades - LLMD1	220-5300-600.250.401	9.03	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	7/13/2015	NELSON'S POWER CENTER	edger blades - LLMD2	220-5300-600.250.402	9.03	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	7/13/2015	NELSON'S POWER CENTER	edger blades - LLMD3	220-5300-600.250.403	9.03	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	7/13/2015	NELSON'S POWER CENTER	edger blades - LLMD4	220-5300-600.250.404	9.03	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	6/23/2015	ROSENBAUM ROCKERY, INC.	decomposed granite for artificial turf installation at Fire Training facility	403-2525-700.100.003	671.89	11,221.87

DEPARTMENT	EMPLOYEE NAME	EMPLOYEE POSITION	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT	
PUBLIC WORKS	SHANE FERRELL	MAINTENANCE WORKER III	7/7/2015	HOME DEPOT	return - supplies for Fire Training Facility concrete	403-2525-700.100.003	(65.31)	
	SHANE FERRELL	MAINTENANCE WORKER III	6/23/2015	NELSON'S ACE HARDWARE	primer for Council Chamber	702-9300-600.370.000	72.37	
	SHANE FERRELL	MAINTENANCE WORKER III	7/9/2015	NELSON'S POWER CENTER	concrete for Fire Training Facility	403-2525-700.100.003	184.83	
	SHANE FERRELL	MAINTENANCE WORKER III	7/8/2015	NELSON'S ACE HARDWARE	special supplies	210-5400-600.250.000	10.84	
	SHANE FERRELL	MAINTENANCE WORKER III	7/8/2015	HOME DEPOT	supplies for Fire Training Facility concrete	403-2525-700.100.003	63.32	
	SHANE FERRELL	MAINTENANCE WORKER III	7/7/2015	HOME DEPOT	supplies for Fire Training Facility concrete	403-2525-700.100.003	65.31	
	SHANE FERRELL	MAINTENANCE WORKER III	7/7/2015	HOME DEPOT	supplies for Fire Training Facility concrete	403-2525-700.100.003	12.66	
	SHANE FERRELL	MAINTENANCE WORKER III	7/7/2015	HOME DEPOT	A Street Fire Station floor repair	702-9300-600.370.000	81.24	425.26
	STEVE GIBBS	EQUIPMENT MECHANIC III	7/10/2015	BATTERY SYSTEMS	auto parts - stock	701-9200-600.256.000	160.91	
	STEVE GIBBS	EQUIPMENT MECHANIC III	7/3/2015	SWANSON FAHRNEY FORD	auto service repairs - #159	701-9200-600.457.000	544.15	
	STEVE GIBBS	EQUIPMENT MECHANIC III	7/7/2015	BURTON'S FIRE, INC.	tax on prior repair	701-9200-600.457.000	129.73	
	STEVE GIBBS	EQUIPMENT MECHANIC III	7/7/2015	BURTON'S FIRE, INC.	tax on prior repair	701-9200-600.457.000	239.58	
	STEVE GIBBS	EQUIPMENT MECHANIC III	7/7/2015	NELSON'S ACE HARDWARE	auto service repairs	701-9200-600.457.000	108.98	
	STEVE GIBBS	EQUIPMENT MECHANIC III	7/7/2015	SWANSON FAHRNEY FORD	auto service repairs - #157	701-9200-600.457.000	1,338.41	
	STEVE GIBBS	EQUIPMENT MECHANIC III	7/8/2015	SWANSON FAHRNEY FORD	auto service repairs - #183	701-9200-600.457.000	32.89	
	STEVE GIBBS	EQUIPMENT MECHANIC III	7/8/2015	SWANSON FAHRNEY FORD	auto service repairs - #159	701-9200-600.457.000	751.10	
	STEVE GIBBS	EQUIPMENT MECHANIC III	7/9/2015	NAPA AUTO PARTS	auto parts - shop	701-9200-600.256.000	23.91	
	STEVE GIBBS	EQUIPMENT MECHANIC III	7/1/2015	SWANSON FAHRNEY FORD	auto service repairs - #722	701-9200-600.457.000	1,200.18	
	STEVE GIBBS	EQUIPMENT MECHANIC III	7/9/2015	BATTERY SYSTEMS	auto parts	701-9200-600.256.000	80.46	
	STEVE GIBBS	EQUIPMENT MECHANIC III	7/2/2015	TORRES TINTING	auto service repairs - #170	701-9200-600.457.000	120.00	
	STEVE GIBBS	EQUIPMENT MECHANIC III	7/13/2015	NAPA AUTO PARTS	auto parts	701-9200-600.256.000	219.47	
	STEVE GIBBS	EQUIPMENT MECHANIC III	7/13/2015	NAPA AUTO PARTS	auto parts	701-9200-600.256.000	50.54	
	STEVE GIBBS	EQUIPMENT MECHANIC III	7/13/2015	KJAR EQUIPMENT & RENTAL	auto service repairs - #3100	701-9200-600.457.000	4,195.06	
	STEVE GIBBS	EQUIPMENT MECHANIC III	6/30/2015	EDNIC TOWING	towing service - #85	701-9200-600.458.000	70.00	
	STEVE GIBBS	EQUIPMENT MECHANIC III	7/14/2015	NELSON'S ACE HARDWARE	auto parts	701-9200-600.256.000	248.15	
	STEVE GIBBS	EQUIPMENT MECHANIC III	7/13/2015	SWANSON FAHRNEY FORD	auto service repairs - #180	701-9200-600.457.000	643.51	
	STEVE GIBBS	EQUIPMENT MECHANIC III	7/13/2015	SWANSON FAHRNEY FORD	auto service repairs - #155	701-9200-600.457.000	1,789.06	
	STEVE GIBBS	EQUIPMENT MECHANIC III	7/15/2015	LES SCHWAB	auto service repairs - #2101	701-9200-600.457.000	99.79	
	STEVE GIBBS	EQUIPMENT MECHANIC III	7/9/2015	COOK'S COMMUNICATION	auto service repairs - #170	701-9200-600.457.000	1,268.56	
	STEVE GIBBS	EQUIPMENT MECHANIC III	6/22/2015	NELSON'S ACE HARDWARE	auto service repairs - #2753	701-9200-600.457.000	119.81	
	STEVE GIBBS	EQUIPMENT MECHANIC III	6/30/2015	ASBURY ENVIRONMENTAL	removal/recycling used oil and filters	701-9200-630.600.000	35.00	
	STEVE GIBBS	EQUIPMENT MECHANIC III	6/30/2015	SWANSON FAHRNEY FORD	auto service repairs - #171	701-9200-600.457.000	172.19	
	STEVE GIBBS	EQUIPMENT MECHANIC III	6/30/2015	SWANSON FAHRNEY FORD	auto service repairs - #170	701-9200-600.457.000	1,079.37	
	STEVE GIBBS	EQUIPMENT MECHANIC III	6/30/2015	HERWALDT MOTORSPORTS	auto service repairs - #90	701-9200-600.457.000	1,611.89	
	STEVE GIBBS	EQUIPMENT MECHANIC III	6/30/2015	COOK'S COMMUNICATION	auto service repairs - #88	701-9200-600.457.000	877.92	
	STEVE GIBBS	EQUIPMENT MECHANIC III	6/30/2015	LES SCHWAB	auto service repairs - #726	701-9200-600.457.000	1,249.98	
	STEVE GIBBS	EQUIPMENT MECHANIC III	6/29/2015	NAPA AUTO PARTS	special supplies - shop	701-9200-600.250.000	28.25	
	STEVE GIBBS	EQUIPMENT MECHANIC III	6/25/2015	SWANSON FAHRNEY FORD	auto service repairs - #166	701-9200-600.457.000	1,251.63	
	STEVE GIBBS	EQUIPMENT MECHANIC III	7/1/2015	SWANSON FAHRNEY FORD	auto service repairs - #173	701-9200-600.457.000	661.23	
	STEVE GIBBS	EQUIPMENT MECHANIC III	6/23/2015	SWANSON FAHRNEY FORD	auto service repairs - #724	701-9200-600.457.000	36.39	
	STEVE GIBBS	EQUIPMENT MECHANIC III	7/20/2015	LES SCHWAB	auto service repairs - #714	701-9200-600.457.000	106.93	
	STEVE GIBBS	EQUIPMENT MECHANIC III	7/16/2015	SWANSON FAHRNEY FORD	auto service repairs - #164	701-9200-600.457.000	28.62	
	STEVE GIBBS	EQUIPMENT MECHANIC III	7/15/2015	STEVE & JOHN'S MOBILE GLASS	auto service repairs - #162	701-9200-600.457.000	255.00	
	STEVE GIBBS	EQUIPMENT MECHANIC III	7/15/2015	GOLDEN STATE PETERBILT	auto service repairs - #8508	701-9200-600.457.000	1,977.13	
	STEVE GIBBS	EQUIPMENT MECHANIC III	7/15/2015	KJAR EQUIPMENT & RENTAL	auto parts - #1517	701-9200-600.256.000	36.71	
	STEVE GIBBS	EQUIPMENT MECHANIC III	7/14/2015	SWANSON FAHRNEY FORD	auto service repairs - #177	701-9200-600.457.000	658.94	
	STEVE GIBBS	EQUIPMENT MECHANIC III	7/1/2015	GOODYEAR TIRE & RUBBER	auto parts - stock	701-9200-600.256.000	3,079.60	
	STEVE GIBBS	EQUIPMENT MECHANIC III	7/1/2015	QUINN COMPANY	auto service repairs - #1401	701-9200-600.457.000	9,892.38	
	STEVE GIBBS	EQUIPMENT MECHANIC III	7/2/2015	LES SCHWAB	auto service repairs - #159	701-9200-600.457.000	120.75	
	STEVE GIBBS	EQUIPMENT MECHANIC III	6/26/2015	LES SCHWAB	auto service repairs - #171	701-9200-600.457.000	56.25	36,650.41

DEPARTMENT	EMPLOYEE NAME	EMPLOYEE POSITION	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT	
RECREATION	MIKAL KIRCHNER	RECREATION SUPERVISOR	6/23/2015	KRATOS MUSIC CENTER	SOUND SYSTEM SENIOR CENTER	805-0000-226-200.000	945.83	
	MIKAL KIRCHNER	RECREATION SUPERVISOR	7/3/2015	WAL MART	WATER FOR FIREWORKS BAND PERFORMERS	100-4100-600.250.000	5.08	
	MIKAL KIRCHNER	RECREATION SUPERVISOR	7/2/2015	HOLIDAY INN, SELMA	ROOM FOR DAVE AGUALLO, FIREWORKS BAND	100-4100-600.400.000	98.77	
	MIKAL KIRCHNER	RECREATION SUPERVISOR	7/2/2015	NELSON'S HARDWARE	CABLE TIES, STAGE FIREWORKS, RECREATION	100-4100-600.250.000	9.77	
	MIKAL KIRCHNER	RECREATION SUPERVISOR	7/7/2015	STAGE SPOT	ARTS CENTER TAPE AND SUPPLIES	605-4300-600.250.000	145.57	
	MIKAL KIRCHNER	RECREATION SUPERVISOR	7/14/2015	NELSON'S HARDWARE	MOUSE TRAP SENIOR CENTER	100-4500-600.250.000	12.21	
	MIKAL KIRCHNER	RECREATION SUPERVISOR	7/17/2015	SELMA FOOD 4 LESS	SODAS-ARTS CENTER CONCESSION	605-4300-600.250.000	25.03	
	MIKAL KIRCHNER	RECREATION SUPERVISOR	7/17/2015	NELSON'S HARDWARE	ARTS CENTER OUTLET BOX LOCK	605-4300-600.250.000	19.55	
	MIKAL KIRCHNER	RECREATION SUPERVISOR	7/20/2015	PARTS EXPRESS	ARTS CENTER MICROPHONE PARTS	605-4300-600.250.000	33.38	1,295.19
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	6/21/2015	SAVEMART	SNACKBAR	605-4300-656.540.002	6.50	
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	6/23/2015	FCLO COSTUMES DEPT	COSTUME RENTAL: INTO THE WOODS	605-4300-656.540.002	1,073.04	
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	6/22/2015	OFFICE DEPOT	BUTCHER PAPER REAM	605-4300-656.540.002	69.14	
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	6/23/2015	MUSICAL THEATER INTN'L	ALADDIN JR RIGHTS	100-4300-600.250.000	868.18	
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	6/23/2015	B&H PHOTO	FOG JUICE	605-4300-656.540.002	79.98	
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	6/24/2015	BATTERIES PLUS	MIC BATTERIES	605-4300-656.540.002	119.22	
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	6/26/2015	SAVEMART	SNACK BAR	605-4300-656.540.002	17.94	
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	6/27/2015	SAVEMART	SNACK BAR	605-4300-656.540.002	28.45	
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	6/26/2015	FIGURE 53	VIDEO LICENSE	605-4300-656.540.002	15.00	
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	6/26/2015	FIGURE 53	VIDEO LICENSE	605-4300-656.540.002	15.00	
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	6/30/2015	THE UPS STORE	RETURN SHIPPING COW COSTUME	605-4300-656.540.002	94.30	
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	7/2/2015	HALLOWEEN UN	RETURN CREDIT	605-4300-656.540.002	(29.99)	
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	7/3/2015	OFFICE MAX	FEDEX RETURN SHIPPING SCRIPS	605-4300-656.540.002	48.59	
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	7/5/2015	THE HOME DEPOT	IN THE HEIGHTS SET SUPPLIES	605-4300-656.540.003	64.57	
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	7/7/2015	THE MTPIT	MUSIC TRACKS	605-4300-656.540.003	2,161.89	
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	7/9/2015	USPS	SHIPPING	605-4300-656.540.002	21.25	
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	7/14/2015	BATTERIES PLUS	MIC BATTERIES	605-4300-656.540.003	238.44	
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	7/13/2015	HOME DEPOT	IN THE HEIGHTS SET SUPPLIES	605-4300-656.540.003	50.44	
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	7/15/2015	RITE AID	AX CORD	100-4300-600.250.000	10.86	
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	7/17/2015	AMAZON MKTPLACE	DMX CABLES	605-4300-600.250.000	29.57	
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	7/17/2015	APL*ITUNES	VOICE CLASS MUSIC : SAF	100-4300-600.250.000	9.51	
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	7/21/2015	APL*ITUNES	VOCAL CLASS MUSIC : SAF	100-4300-600.250.000	1.98	4,993.86
SENIOR CENTER	ANTOINETTE HILL	SENIOR CENTER AIDE	6/23/2015	OFFICE DEPOT	OFFICE SUPPLIES	100-4500-600.250.000	30.02	
	ANTOINETTE HILL	SENIOR CENTER AIDE	6/29/2015	FOOD 4 LESS	CANDIES, SODAS FOR BINGO	805-0000-226.400.000	88.21	
	ANTOINETTE HILL	SENIOR CENTER AIDE	6/26/2015	E-FOOD HANDLERS	FOOD&SAFETY COURSE	100-4500-600.400.000	10.00	
	ANTOINETTE HILL	SENIOR CENTER AIDE	6/28/2015	AA CPR&FIRST AID	CPR COURSE (TONI)	100-4500-600.400.000	14.99	
	ANTOINETTE HILL	SENIOR CENTER AIDE	7/1/2015	WALMART	PEANUT BUTTER, COFFEE, CREAMER	100-4500-600.250.000	83.04	
	ANTOINETTE HILL	SENIOR CENTER AIDE	7/8/2015	SMART&FINAL	BINGO SUPPLIES/CANDIES, CHIPS ETC	805-0000-226.400.000	87.21	
	ANTOINETTE HILL	SENIOR CENTER AIDE	7/8/2015	SMART&FINAL	KITCHEN SUPPLIES/COFFEE,CREAMER,JAM	100-4500-600.250.000	116.20	
	ANTOINETTE HILL	SENIOR CENTER AIDE	7/9/2015	AA CPR&FIRST AID	CPR&FIRST AID (ALLIE)	100-4500-600.400.000	14.99	
	ANTOINETTE HILL	SENIOR CENTER AIDE	7/10/2015	ANN'S DONUTS	DONUTS FOR SENIORS	805-0000-226.200.000	18.50	
	ANTOINETTE HILL	SENIOR CENTER AIDE	7/11/2015	PARTY CITY	DECORATIONS FOR DINNING ROOM	805-0000-226.200.000	26.25	
	ANTOINETTE HILL	SENIOR CENTER AIDE	7/11/2015	SANGER WALMART	TABLECLOTHS DINNING ROOM	805-0000-226.200.000	25.76	
	ANTOINETTE HILL	SENIOR CENTER AIDE	7/12/2015	SELMA WALMART	TABLECLOTHS DINNING ROOM	805-0000-226.200.000	29.75	
	ANTOINETTE HILL	SENIOR CENTER AIDE	7/10/2015	RITE AID	BREAD	100-4500-600.250.000	5.38	
	ANTOINETTE HILL	SENIOR CENTER AIDE	7/15/2015	NELSONS ACE HARDWARE	KEYS FOR ALLIE	100-4500-600.100.000	9.00	559.30
							62,306.86	62,306.86
							62,306.86	
							0.00	0.00



California Water Service

August 17, 2015

Quality. Service. Value.

California Public Utilities Commission's Review of Cal Water's Rates, Expenses, and Operations

Introductions

- Justin Skarb, Government & Community Relations Manager



Agenda

- Required Commission review
- Proposed infrastructure projects
- Impact on water utility bills
- Options for City involvement
- Q&A



Required Commission Review



California Public Utilities Commission (Commission) is required to review Cal Water's rates, expenses, and operations every three years.



Required Commission Review

1

After reviewing historical and projected costs, and identifying needed water system improvements, Cal Water submits an application to the Commission.

2

The Office of Ratepayer Advocates and other parties analyze the application and make their own recommendations.

3

The Commission may host a public hearing locally to receive input from customers on the application.

4

The Commission may hold a formal hearing, similar to a court proceeding, if a settlement between the parties cannot be reached.

5

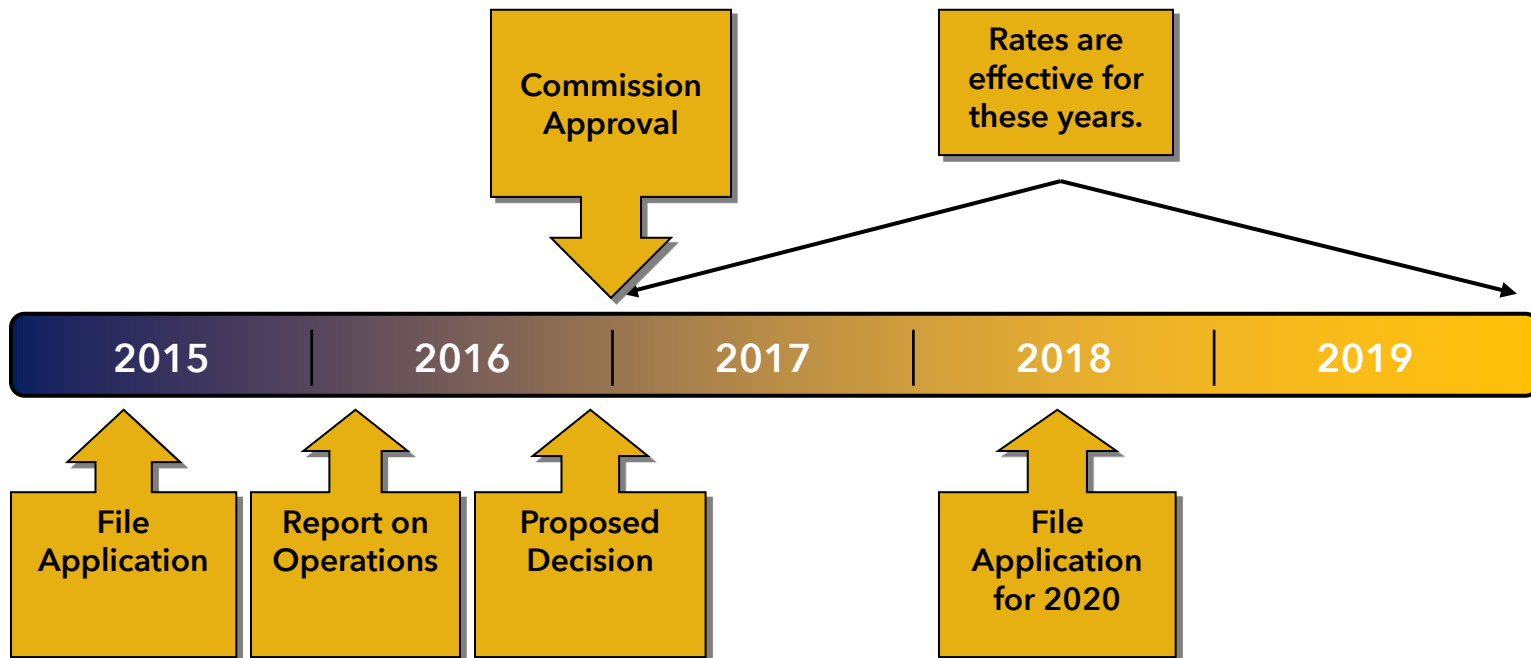
The assigned Administrative Law Judge issues a proposed decision, which may be different than the original application.

6

Commissioners vote to adopt, amend, modify, or reject the Administrative Law Judge's proposed decision.



Required Commission Review



Current Infrastructure



- 81 miles of pipeline
- 14 wells
- 2 storage tanks
- 4 booster pumps
- 613 fire hydrants



Infrastructure Planning



Cal Water has implemented a robust Asset Management Program.



Infrastructure Planning



**Endorsed by EPA, AWWA,
GAO, Water Research
Foundation, and Water
Environment Research
Foundation.**



Infrastructure Planning



Mission is to manage the entire lifecycle of assets to achieve an acceptable level of service, with an acceptable level of risk, at an affordable cost.



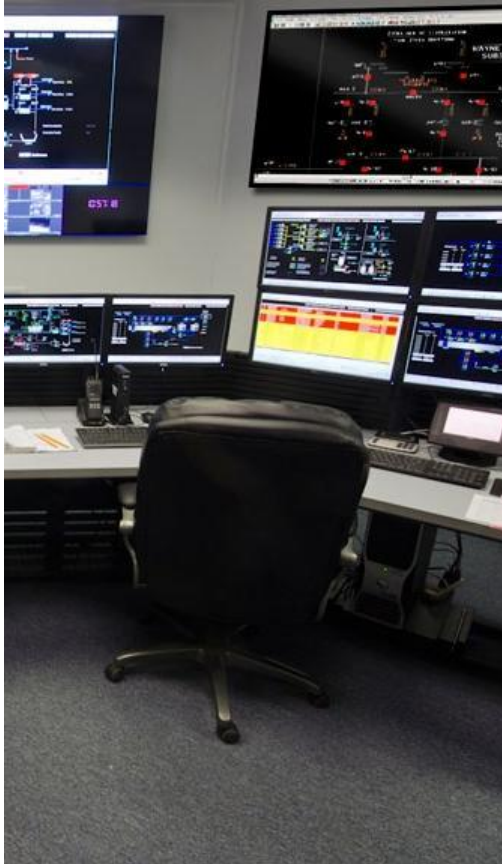
Infrastructure Planning



- **9-year time horizon**
- **Project criteria**
 - Water quality
 - Water supply
 - Storage
 - Maintenance
 - Rate impact



Proposed Infrastructure Projects



- **Replace supervisory control and data acquisition server and software**
 - Project cost: \$372,491
 - Maintain monitoring and control of the water system



Proposed Infrastructure Projects



- **Install pump motor control equipment**
 - Project cost: \$97,559
 - Improve pressure control within the distribution system



Proposed Infrastructure Projects



- **Convert flat-rate services to metered services**
 - **Project Cost: \$703,110**
 - **Comply with state law requiring meter installation**



Proposed Infrastructure Projects



- **Replace 6,810 feet of aging and high-risk water mains**
 - Project cost: \$2,154,565



Proposed Infrastructure Projects



- **86 miles of main**
 - Average age: 33 years
 - 12 miles of main installed before 1960
 - 2.5 miles of main have a medium risk of failure, but consequences of failure would be high
 - 200 year replacement schedule



Proposed Infrastructure Projects



Cal Water is proposing to make more than \$4,137,968 worth of improvements to the water system to ensure it remains safe and reliable.



Changes to Water Rates

Monthly Service Charge	Current	Proposed		
		2017	2018	2019
5/8" x 3/4" meter	\$18.94	\$25.48	\$26.10	\$26.66

Quantity Charges (per Ccf)	Current	Proposed		
		2017	2018	2019
Tier 1 (1-12 Ccf)	\$1.38	\$1.85	\$1.90	\$1.94
Tier 2 (12 - 34 Ccf)	\$1.41	\$1.89	\$1.94	\$1.98
Tier 3 (35+ Ccf)	\$1.51	\$2.03	\$2.08	\$2.12



Changes to Water Rates



The typical customer in Selma uses 16,456 gallons of water every month (22 Ccf), which amounts to 23 gallons every hour of every day for 30 days.



Changes to Water Rates

Typical Monthly Bill		Proposed		
	Current	2017	2018	2019
Service Charge	\$18.94	\$25.48	\$26.10	\$26.66
Tier 1 Charge	\$16.53	\$22.24	\$22.78	\$23.27
Tier 2 Charge	\$14.06	\$18.91	\$19.37	\$19.79
Total	\$49.52	\$66.63	\$68.25	\$69.72
Difference per Day		\$0.57	\$0.05	\$0.05

Typical Monthly Bill		Proposed		
LIRA Customer	Current	2017	2018	2019
Service Charge	\$9.47	\$12.74	\$13.05	\$13.33
Tier 1 Charge	\$16.53	\$22.24	\$22.78	\$23.27
Tier 2 Charge	\$14.06	\$18.91	\$19.37	\$19.79
Total	\$40.06	\$53.89	\$55.20	\$56.39
Difference per Day		\$0.46	\$0.04	\$0.04



Changes to Water Rates



Cal Water delivers about 68 tons of water to each of its customers in Selma every month for about \$0.004 per gallon.



City Involvement

- **Become a party to the proceeding**
 - Phase-in new rates over several years
 - Consolidation with other Cal Water districts
 - Increased LIRA benefit or other subsidies
- **Partner with Cal Water to secure grant funding for flat-to-meter conversions**





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

August 17, 2015

ITEM NO:

3.

SUBJECT:

Consideration and necessary action on the retirement and disposition of a Police Contraband Detection K-9.

DISCUSSION: On Tuesday, June 30, 2015, the Selma Unified School Board elected to discontinue the contract with the City Of Selma for contraband detection services for the 2015-2016 school year. This service had been provided by the Selma Police Department, and specifically, by K9 Officer Andrew Guzman and his "partner" Brooke. Brooke is trained as a contraband detection K9, and not as a field service animal.

In light of the diminished need for an exclusive contraband detection K9, Brooke was evaluated to determine if her continued use in this manner would be warranted. An evaluation conducted by the California Narcotics Canine Association's Central Valley Regions Certifying Official, Adrian Enriquez, concluded that Brooke "has passed her serviceable limits for law enforcement work and can now be retired from service." Brooke's age at the evaluation was also taken into account when the conclusion was reached.

In addition, the Police Department has a Field Service K9 currently in service that is "cross-trained" to perform contraband detection services, should the need arise in the future.

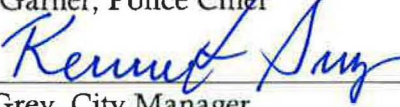
For consideration and necessary action, in the absence of continued value to the city of Selma and the Selma Police Department as a contraband detection canine, retirement of "Brooke" and sale thereof to her handler, Officer Andrew Guzman, for the standard adoption fee of \$135.

<u>COST:</u> (Enter cost of item to be purchased in box below)		<u>BUDGET IMPACT:</u> (Enter amount this non-budgeted item will impact this years' budget in box below – if budgeted, enter NONE).
None		\$1,825 Savings
<u>FUNDING:</u> (Enter the funding source for this item in box below – if fund exists, enter the balance in the fund).		<u>ON-GOING COST:</u> (Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE).
Funding Source: N/A Fund Balance:		None

RECOMMENDATION: Retirement of “Brooke” and sale thereof to her handler, Officer Andrew Guzman, for the standard adoption fee of \$135.


Greg Garner, Police Chief

7/28/15
Date


Ken Grey, City Manager

8/13/2015
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.

CALIFORNIA NARCOTIC CANINE ASSOCIATION

Focusing on Quality K9 Team Training & Certification



"IN DOG WE TRUST"

To Whom it May Concern,

On 7-14-15, an evaluation of Police Service K9 Brooke was conducted for Officer Andrew Guzman of the Selma Police Department K9 Unit, to determine the servicable life span of the canine. After carefull evaluation & testing, we have determined that K9 Brooke has passed her servicable limits for law enforcement work and can now be retired from service. The following determination also takes into consideration K9 Brooke's age at the time of the evaluation.

If you have any questions, please feel free to contact me at the number below.

Adrian Enriquez

CNCA Central Valley Region

Certifying Official

(559) 805-7072



FY 2014/2015

SELMA POLICE

DEPARTMENT

ANNUAL REPORT

TABLE OF CONTENTS

Selma Police Department Vision and Mission Statement.....	3
Chief's Letter.....	4
Organizational Chart.....	6
Crime Statistics.....	7
Patrol Division.....	8
Traffic Enforcement.....	9
Volunteers in Policing (VIP's).....	9
Police Explorers Program.....	10
OTS Grant Operations.....	10
Police Reserves.....	11
Police Chaplains.....	12
Support Division.....	13
Investigations Unit.....	13
Records Bureau.....	14
Communications Bureau.....	14
School Resource Officer.....	15
Property/Evidence Section.....	15
Community Engagement.....	.17

SELMA POLICE DEPARTMENT

VISION AND MISSION STATEMENTS

VISION

To partner with the community of Selma in creating a safe environment for each and every one of its citizens

MISSION

The mission of the Selma Police Department is to serve and protect all citizens in a respectful, compassionate and professional manner while providing the utmost in human dignity in every circumstance.

- Form strong community partnerships to enhance the trust of the citizens of Selma in its Police Department
- Promote teamwork and professional development
- Prevent citizens from becoming crime victims, or from injury in a traffic collision
- Continually work to improve our professional performance



Dear Council and Community Members:

Again, let me start by saying what an honor it is to be in a position to lead the fine men and women of the Selma Police Department. Also, being a member of the Selma community has been a tremendously fulfilling experience for which I am extremely grateful.

Once again this year, the city of Selma has seen dramatic improvements in both its financial future and our department's efforts in controlling crime. A much more engaged community is a vital component in those efforts. Last year I reported an "across-the-board" reduction in every category of reported crime. In this recently completed fiscal year we saw an overall drop in crime by another 3%, however the news related to this statistic is a mixed bag.

While we once again saw significant reductions in property crimes, including an 18% reduction in burglary and a 26% reduction in auto theft, on January 5, 2015, the city experienced its first loss of human life at the hands of another in over three years. In that tragic case of domestic violence, two victims lost their lives, and a third death involved the suspect in the case taking his own life. This event punctuated what would be a 32% increase in violent crime during this reporting period. The greatest increase was seen in the area of aggravated assault, a statistic driven by domestic violence, which saw a 55% increase. This offset an 11% reduction in sexual assault and an impressive 25% drop in robbery. It is my belief a great deal of the increase can be attributed to a much improved level of community engagement. Underreporting of violent crime, especially in some of the city's more impoverished neighborhoods, has been one of my greatest concerns since my term as chief began. I believe an improved community relationship has emboldened many of our citizens with the courage to report such crime, with the understanding their case will be handled swiftly and professionally. This point is best illustrated by another statistic. In the previous year, our department fielded 5,246 "911" calls. In this reporting year, we handled 9,106 emergency calls for service, an increase of 42%. This leads me to conclude the actual increase is not in the incidents of violent crime, rather in the reporting thereof.

Traffic safety also remains a priority. Despite a reduction in our traffic enforcement unit, and 22% drop in citations issued, we experienced an unprecedented 81% drop in non-injury collisions, a 9% drop in injury collisions, and a 50% reduction in DUI-related collisions. Once again, no lives were lost in traffic collision.

Our department continues to work with the faith-based community and many other community organizations, to further the efforts of our "Bringing Broken Neighborhoods Back to Life" collaboration. The group continues to reach out to neighborhoods in need of assistance, providing

them a method of connecting with much-needed service providers, and providing them a positive vision of hope for the future.

In addition to these community engagement efforts, our department has far exceeded its goal in terms of volunteer recruitment. As of the completion of this report, we count 34 "V.I.P's" (Volunteers in Policing), a number larger than our current compliment of full-time sworn personnel. Our Explorer program continues to flourish, and our group will be competing in their first Explorer competition later this year.

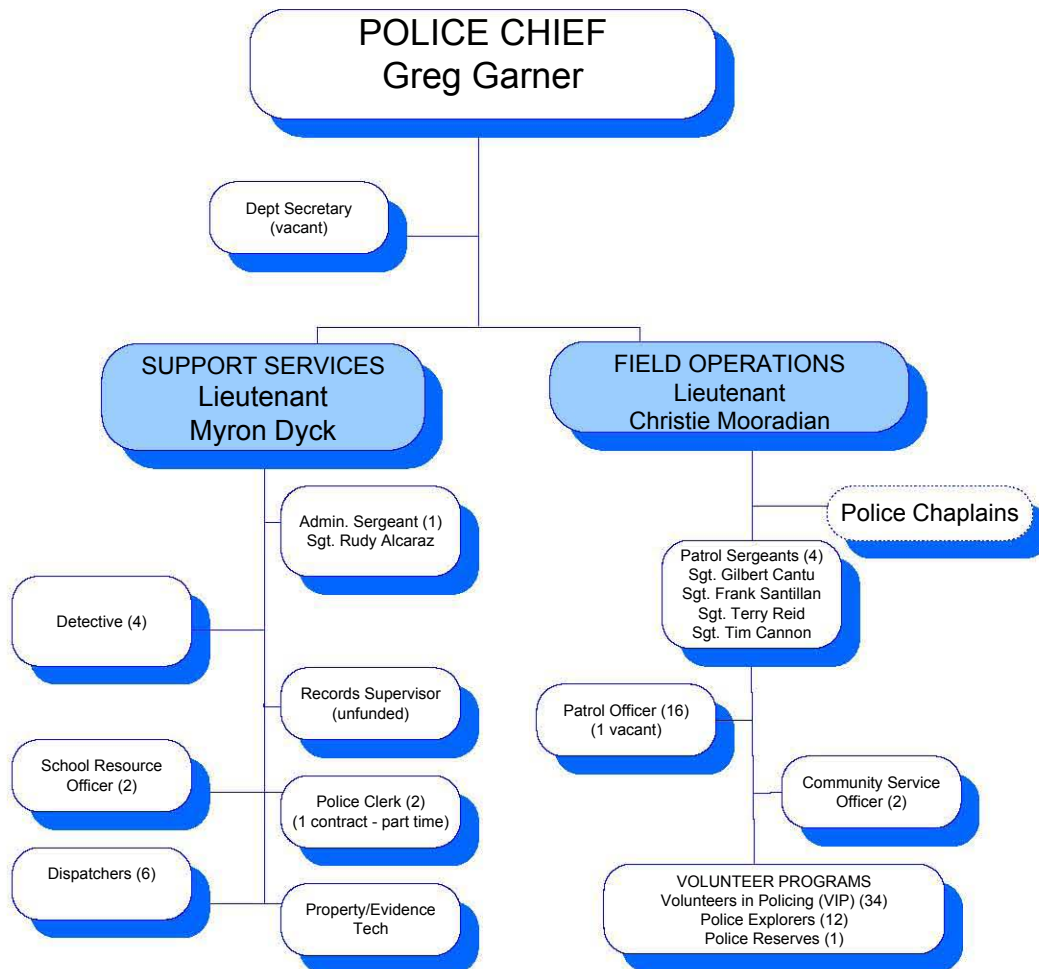
Thank you, once again, for the privilege of serving as your police chief, and for your continued support provided to me and members of my department throughout the year.

Sincerely,

A handwritten signature in blue ink, appearing to read "Greg Garner", with a stylized flourish at the end.

Greg Garner
Chief of Police

POLICE ORGANIZATION CHART



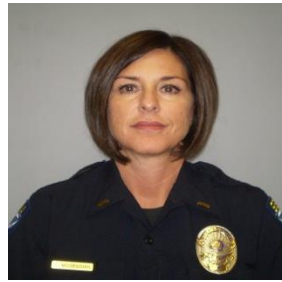
CRIME STATISTICS

Violent Crime

<u>Offense</u>	<u>FY13/14</u>	<u>FY14/15</u>	<u>+/-</u>	<u>% Change</u>
Homicide	0	1	+1	NC
Rape	9	8	-1	-11%
Robbery	32	24	-6	-19%
Aggravated Assault	36	92	+56	+61%
<u>TOTAL</u>	77	125	+48	+38%

Property Crime

<u>Offense</u>	<u>FY13/14</u>	<u>FY14/15</u>	<u>+/-</u>	<u>% Change</u>
Burglary	234	191	-43	-18%
Larceny	586	595	-9	+2%
Vehicle Burglary	176	189	+13	+7%
Auto Theft	252	187	-65	-26%
<u>TOTAL</u>	1248	1162	-86	-7%
<u>TOTAL CRIME</u>	1325	1287	-38	-3%



PATROL DIVISION

The Patrol Division, commanded by Lieutenant Christie Mooradian, is the largest division in the department, currently consisting of four (4) patrol Sergeants, sixteen (16) patrol officer positions, and two (2) Community Service Officer positions. The division also includes our Reserve Police officers, our VIP (Volunteers in Policing) Unit, our Explorer Post, and our Police Chaplains.

PATROL RESPONSIBILITIES

The city consists of four (4) police “beats.” Officers are assigned to each beat, and are “primary” for calls for service in those areas, but often respond to calls outside of their primary area of responsibility. There are four (4) patrol shifts, each including a patrol sergeant, and five to six officers per shift. Normal shift hours are 6am to 6pm, and 6pm to 6am.

Patrol officers receive over 100,000 calls per year, and responds to approximate 25,000 calls for service each year. Calls are divided in three categories, or “priorities.” They are categorized as follows:

- Priority 1 - Designates an emergency CFS for a presumed life threatening situation.
- Priority 2 - Designates an urgent CFS for non-life threatening situations and property crimes in progress.
- Priority 3 - Designates a routine CFS that requires a field response for a prior person/property crime or other CFS requiring a field response.

In addition to handling CFS, officers assigned to the “day shift” are also responsible for our department’s “Adopt-a-School” program. Beats officers make contact with faculty and staff of schools located within their areas of responsibility, as well as making contacts with students as time allows. Positive interaction between law enforcement and the school district is an essential in terms of providing a safe learning environment for our school children and their teachers.

TRAFFIC ENFORCEMENT

Traffic safety continues to be a high priority in the Selma Police Department. During the course of this year, the department issued 1664 citations for various traffic violations, down from 2144 for the previous year. The emphasis on traffic safety has produced the desired results, as indicated by the below described statistic:

TRAFFIC STATISTICS

Collisions

<u>TYPE</u>	<u>FY 13/14</u>	<u>FY 14/15</u>	<u>+/-</u>	<u>% CHANGE</u>
INJURY	33	30	-3	-9%
NON-INJURY	129	24	-105	-81%
DUI	22	11	-11	-50%
TOTAL	184	65	-119	-65%

VOLUNTEERS IN POLICING PROGRAM (VIP'S)

The Patrol Division also operates our VIP program. Our Department VIP Coordinator is Sgt. Gilbert Cantu who has worked collaboratively with other members to increase our VIP members this year; currently the department has 33 active VIP members. Our goal for the year was to increase that number from 11 active members to 20. We are continuously recruiting VIP's in an effort to supplement of resources and improve service levels.

It is the policy of this department to use qualified volunteers for specified tasks and duties in order to create efficiencies for the Department and improve services to the community. Volunteers can be an important part of any organization and are proven to be a valuable asset to law enforcement agencies. Volunteers help to increase departmental responsiveness, delivery of services and information input, and provide new program opportunities. In addition, volunteers bring new skills and expertise to the Department and prompt new enthusiasm. They participate in many different functions city wide. This year we had their appreciated participation in our Bringing Broken Neighborhood Back to Life, school functions, and the Fireworks show put on by the Chamber.

A primary qualification for participation in the VIP application process should be an interest in, and an ability to assist the Department in serving the public. A documented background investigation is completed on each volunteer applicant and includes, but not limited to, the following:

(a) Traffic and criminal background check. Fingerprints shall be obtained from all applicants and processed through the California Criminal Information Index.

(b) Employment

(c) References

(d) Credit check

Volunteers are provided with an orientation program to acquaint them with the Department, personnel, policies and procedures that have a direct impact on their work assignment. Volunteers receive position-specific training to ensure they have adequate knowledge and skills to complete tasks required by the position and should receive periodic ongoing training as deemed appropriate by their supervisor or the Volunteer Coordinator.



POLICE EXPLORER PROGRAM

The Selma Police Explorer program, now in its second year of existence after a decade-long absence, continues to attract youth interested in a law enforcement career. The program recruited from students at both Abraham Lincoln Junior High and Selma High Schools, targeting youth between the ages of 14 & 21. Affiliated with the Boys Scouts of America, Selma PD Explorer Post 2525 is directed by Explorer advisers Sgt. Terry Reid and Officer Robert Luna, himself a former Explorer for Selma PD.

This year our Explorers program has 14 members who have participated in 31 community events including assisting on DUI checkpoints, Raisin Festival, Bringing Broken Neighborhoods back to Life, Food Pantry food bag prep, Selma Band Festival, July 3rd Fireworks show, numerous school carnivals, and many other events community and youth related. Our Explorers give their own time freely and are very dedicated to the program and the Selma community.

OTS GRANT OPERATIONS

The Office of Traffic Safety Grant is funded by the California Office of Traffic Safety, through the National Highway Traffic Safety Administration. This grant provides funding to local law enforcement agencies. Selma Police Department received this grant in the amount of \$60,000 and it runs from October of 2014 to September of 2015. There are many areas eligible for

funding all related to traffic safety and we have focused our areas to Alcohol Impaired Driving, Distracted Driving, Pedestrian Safety/Bicycle Safety, and Distracted Driving for Teens.

During the 2014-2015 year the following OTS/Avoid operations were conducted.

- 6 OTS DUI Saturations and 1 Avoid Total 7
- 1 OTS DUI Checkpoint and 5 Avoid Total 6 with approx. 2200 vehicle going through the checkpoints.
- 4 OTS Distracted Driver and participated in the National Distracted Driver Awareness Month in April targeting drivers using hand held cellphones and texting.
- 2 OTS Traffic Enforcements targeting primary collision factor violations.
- 2 OTS Worst of the Worst Stakeouts targeting repeat drivers with suspended or revoked driver's license.
- 2 OTS Bicycle and Pedestrian Safety Enforcement conducted in area of high bicycle and pedestrian traffic. (schools, downtown and shopping centers)
- 2 OTS Click It or Ticket It Night Operations and participated in the Statewide Click It or Ticket It Mobilization period in May.
- 2 OTS Teens Distracted Driver Course presented to over 120 students at Selma High School.

POLICE RESERVES

Police Reserve Officers are a valuable asset to any Department and are mostly non paid volunteers. At minimum, that service will include logging 20 hours a month regardless of obligations posed by the reserve's regular job and family responsibilities. Police Reserves must go through the same training as a full time police officer and must have completed the basic Police Academy.

They are able to augment our patrol staff and assist in special details and operations. As a vast majority of reserves have full-time jobs, they are also ambassadors of law enforcement to members of the civilian community who may have limited experiences with law enforcement. Reserve officers working on a part time basis prove to be a full-time asset, helping to bolster the numbers of uniformed personnel patrolling the streets and playing an active role in making streets safer. Departments use reserve units to perform a variety of roles, with some officers conducting foot and bike patrols, as well as routine vehicle patrol.

We currently have one Police Reserve Officer. During this year we had a total of 3 reserves however two of the three were hired full time, filling vacancies that came up during this year. We accept reserve officer applications on a continuous basis and have a goal of hiring and training 5 reserve officers this next year.

POLICE CHAPLAINS

The Selma Police Department currently has 7 police Chaplains. They have completed a volunteer application, local background, fingerprinting with the Department of Justice, and attended the Chaplain Academy. Our Chaplains provide a service to people of all faiths and people of no faith. A law enforcement chaplain is there to serve the needs of Officers, their families and others who have been involved in a critical incident. They can provide confidential support for personal, family, and job related crisis.

They have completed over 200 hours of volunteer time this last year participating in patrol ride a longs, call outs, and community based outreach. The Chaplains took a proactive step towards reaching out to the youth of the community. The Chaplains agreed to participate in the Adopt a School program where each chaplain picks a school in our community and becomes the liaison with that school looking for opportunities to be of service and involved with our youth. They also spoke with over 40 students that Selma Unified officials believed were troubled youth. This type of contact served to begin building relationships with our community, youth, and police department.



SUPPORT DIVISION

The Support Division, commanded by Lieutenant Myron Dyck and supervised by Administrative Sergeant Rudy Alcaraz. The Support Division consists of the Investigations Unit, staffed by four (4) detectives, the Records Bureau, including a full-time Police Clerk and a part-time (contract) Police Clerk, the Communications Bureau, consisting of six (6) full time Emergency Services Dispatchers, two School Resource Officers, and the Property/Evidence Unit staffed by a property/evidence technician.

Investigations Unit

The department's Investigations Unit, staffed by four (4) full-time detectives, one of which is assigned to the US Marshals Task Force and another assigned to the Fresno County Adult Compliance Team (ACT), is responsible for follow-up investigations involving reported criminal activity within the city of Selma. Known and "generalist investigators," they handle cases as far ranging as graffiti investigations to homicide cases. They are assisted by a part-time Crime Analyst, who splits time among the seven eastern Fresno County municipal police department and is funded by a State grant. About 1/3 of the crimes reported in the city contain enough information to warrant a follow-up investigation, which equated to approximately 40 new, open cases per month handled by our investigators. Clearance rates (a suspect is positively identified) during FY 2014/2015 are over 50% for all crimes investigation, 95%+ for crimes involving Domestic Violence and Sexual Assault.

Detectives also assist in the tracking of local registered sex offenders, parole and probation compliance checks and the development of periodic crime suppression operations as the need arises.

The ACT position is a recent addition to the department. Funded by the Board of State and Community Corrections (BSCC) and designed to assist local law enforcement agencies in dealing with the impact of recently passed legislation, including AB109 and Proposition 47, this team is charged with the responsibility of monitoring the behavior of former State parolees, many of whom reside in Selma and whose supervisory responsibilities have shifted from the State to local jurisdictions.

Records Bureau

Records Bureau personnel are responsible for maintaining all reports including, but not limited to, initial, supplemental, follow-up, and all reports critical to a case in a secure area within the Records Section, accessible only to authorized Records Section personnel. They are responsible for the County "E-File" system, which allows for electronic transmission of all police reports pertinent to a case involving an in-custody suspect for the purpose of prosecution. They assist in the release of property and evidence, handle the release authorization for impounded vehicles, staff the lobby front counter, and handle incoming department mail. The full time Police Clerk also handles the receipt and distribution of all court subpoenas, tracks all the traffic citations traffic collisions, and DUI enforcement operations, and compiles statistical information submitted annually, which becomes a part of the FBI's Uniform Crime Report. They are in the process of going to a paperless records retention system. Currently as new reports come in all supplemental documents are scanned into the report system, and little if any paper is retained. They are also going back to prior years and scanning in old reports for retention.

Communications Bureau

The basic function of the communications bureau is to satisfy the immediate information needs of the law enforcement agency in the course of its normal daily activities and during emergencies. The latter situation places the greatest demands upon the communications system and tests the capability of the system to fulfill its functions. Measures and standards of performance are necessary to assess the effectiveness with which any department, large or small, uses available information technology in fulfillment of its missions.

This department provides 24-hour telephone service to the public for information or assistance that may be needed in emergencies. The ability of citizens to telephone quickly and easily for emergency service is critical. This department provides access to the 911 system for a single emergency telephone number. This department has two-way radio capability providing continuous communication between Dispatch and officers.

It is the responsibility of members of the communications bureau to record all relevant information on calls for criminal and non-criminal service or self-initiated activity. Employees attempt to elicit as much information as possible to enhance the safety of the officer and assist in anticipating conditions to be encountered at the scene. Bureau members are also responsible for entering pertinent information into the shared data bases which track stolen property, stolen vehicles, wanted subjects, and evidence disposition.

School Resource Officer

The department, at the preparation time of this report, currently contracts with the Selma Unified School District for the services of a two School Resource Officers. The contract covering the time frame of this report includes funds 60% of the cost of the SRO's, over the course of the school year. The SRO's primary function is the investigation and prevention of crime on the Selma High School campus, Abraham Lincoln Jr. High School campus, and Heartland Alternative Education campus. One of SRO's is responsible for Selma High School, and the other one responsible for Abraham Lincoln Jr. High School, and Heartland Alternative Education School. An illustration of the impact of the on-campus police presence is depicted below:

<u>School</u>	<u>Arrests 2013-14 School Year*</u>	<u>Arrests 2014-15 School Year**</u>
Selma High School	31	18
Abraham Lincoln MS	28	12
Heartland Alternative	7	7
Total	66	37 (44% reduction)

*= One (1) SRO assigned to Selma High School only

**= Two (2) SRO's, assigned to SHS and ALMS respectively

Property/Evidence Section

The Property/Evidence Section is tasked with the responsibility for the proper collection, storage, and security of evidence and other property. Additionally, they are responsible for the authorized removal and/or destruction of property. All property not held for evidence in a pending criminal investigation or proceeding, and held for six months or longer where the owner has not been located or fails to claim the property, may be disposed of in compliance with existing laws upon receipt of proper authorization for disposal. During this last year 2,140 pounds of evidence was taken to Covanta Energy for destruction. Currently the Evidence Technician is working on updating the Evidence Booking Manual. She is also nearing the completion of destruction of old evidence. She has approximately 10 cases remaining of old evidence to enter into the electronic evidence system, all needing further research.

Below is an overview of property/evidence activity for FY '14/'15:

Total pieces of property/evidence booked.....	2212
Total pieces of property/evidence released to owner.....	119
Total number of narcotics bookings (cases).....	283
Total number of narcotics destroyed*(cases).....	184
Total number of firearms booked.....	31

Total number of firearms destroyed*	37
Total number of firearms released to owner.....	4

**= The destruction of both property/evidence and narcotics which no longer needs to be retained by the department, and cannot otherwise be returned to its owner, is handled by Covanta Energy-from-Waste Facility. The facility is located in the community of Crows Landing, about 25 miles from Modesto. The Stanislaus Resource Recovery Facility began commercial operation in January 1989. This Energy-from-Waste facility, operating as Covanta Stanislaus, processes 800 tons per day of solid waste, which generates up to 22.5 megawatts of renewable energy. The facility is a zero water discharge plant which means that all waste water generated on-site is treated and reused in the process.*

Where ownership can be established as to found property with no apparent evidentiary value, such property may be released to the owner without the need for booking. A property form must be completed to document the release of property not booked and the owner must sign the form acknowledging receipt of the item(s).

Occasionally more than one party may claim an interest in property being held by the Department, and the legal rights of the parties cannot be clearly established. Such property will not be released until one party has obtained a valid court order or other undisputed right to the involved property.

All parties are advised that their claims are civil and in extreme situations, legal counsel for the Department may wish to file an interpleader to resolve the disputed claim (Code of Civil Procedure § 386(b)).



Community Engagement

Bringing Broken Neighborhoods Back to Life

In further pursuit of the Selma Police Department's Vision and Mission Statement, which states as its core value the department's desire to "partner with the community of Selma in creating a safe environment for each and every one of its citizens," the department continues working with the city's faith-based community and other civic-minded organizations in the collaborative group known as, "Bringing Broken Neighborhoods Back to Life."

The collaborative continues to meet on a weekly basis to organize community events designed to improve the relationship of the Police Department with the community it serves, allowing community members to see police officers in a different light, and to assist agencies and organizations who offer services to the public a chance to connect with them in a different way. Many of the residents of the city in need of assistance merely lack the ability to connect with the service providers whose mission is to provide those needed services. Through a series of community events, or "block parties," the collaborative has provided opportunities to connect service providers with those in need of their services in a non-traditional manner, bringing the services to them, instead of vice versa.

To date, the collaborative has hosted six (6) events in the city, including the first half of this calendar and last year. Thousands of attendees have come out for the four-hour events, where they receive helpful service information, while being treated to free food and entertainment. The Police Department also had an informational booth at the event, where information regarding the Neighborhood Watch and Police Explorers programs were made available.



17



Neighborhood Watch

One of the most effective tools law enforcement agencies across the nation rely on is an active Neighborhood Watch Program. Neglected for some time, the Neighborhood Watch Program is alive and well in the city of Selma. Coordinated by Sgt. Gilbert Cantu and Officer Matt Hughes, active Neighborhood Watch groups in the City of Selma have grown from a count of only one (1) to seven (7) in the course of one year. Neighbors across the city are getting to know each other in an effort to work with the Selma Police Department in reducing crime and improving the quality of life in our community. As the theory goes, community members who know each other and look out for one another are much more likely to report suspicious or criminal activity in their neighborhoods than those who don't, increasing the likely of a timely police response when needed. Efforts across the city to work more closely with the Police Department have no doubt contributed greatly to the reduction of crime over the past two (2) years.

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

August 17, 2015

ITEM NO:

5.

SUBJECT:

Review and approve the Community Development Block Grant (CDBG) agreement for fiscal year 2015-2016.

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 2015-2016 agreement for CDBG grant funding.

The Selma Groundwater Recharge Basin Project consists of the following :

Purchase an approximately 10 acre parcel of land (APN 390-020-27) Located at 2121 Valley View in Selma for use as a groundwater recharge basin. The transaction is proposed to include dedication of 4 parcels back to the current owner, so that they may retain the four homes located on the parcel. The ultimate land purchase is approximately 8.76 acres.

Construction of a portion of the basin, including CID turnout and piping.

Basin fencing.


The cost of the project is estimated to be \$429,465. The amount of the CDBG funds available is \$429,465.

<u>COST:</u> <i>(Enter cost of item to be purchased)</i>		<u>BUDGET IMPACT:</u> <i>(Enter amount this non-budgeted item will impact this years' budget – if budgeted, enter NONE).</i>
\$429,465		None
<u>FUNDING:</u> <i>(Enter the funding source for this item – if fund exists, enter the balance in the fund).</i>		<u>ON-GOING COST:</u> <i>(Enter the amount that will need to be budgeted each year – if one-time cost, enter NONE).</i>
Funding Source: CDBG \$429,465 Fund Balance:		None

RECOMMENDATION: Approve the City of Selma's Community Development Block Grant (CDBG) agreement for fiscal year 2015-2016.


Daniel K. Bond, City Engineer

8/6/2015
Date


Kenneth Grey, City Manager

8/13/2015
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. 2015- R

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SELMA
APPROVING THE AGREEMENT FOR THE
CDBG PROJECT FOR FISCAL YEAR 2015-2016**

WHEREAS, the City of Selma is approving the agreement for the Community Development Block Grant (CDBG) project for the fiscal year 2015-2016 from the County of Fresno Community Development Department for the following proposed project; and

Selma Groundwater Recharge Basin Project, consisting of the following improvements:

Purchase parcel of land for groundwater recharge basin

Construction of a portion of the basin, including CID turnout and piping

Basin fencing

WHEREAS, this approved project is the first project of the current five-year CDBG funding cycle; beginning 2015-2016; and

WHEREAS, amount of this agreement is \$429,465.

NOW, THEREFORE, the City Council of the City of Selma does hereby resolve that the agreement for the CDBG project for the fiscal year 2015-2016 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 17th day of August, 2015, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

Scott Robertson, Mayor

ATTEST:

Reyna Rivera
City Clerk

1 A G R E E M E N T

2 THIS AGREEMENT is made this _____ day of _____, 2015,
3 by and between the COUNTY OF FRESNO, a political subdivision of the State of
4 California, hereinafter referred to as the "County", and the CITY OF SELMA, hereinafter
5 referred to 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 Groundwater Recharge Basin
15 Project No. 15651 for CDBG funding; and

16 WHEREAS, the total cost of the Project is estimated to be \$429,465 and the City
17 has requested the sum of \$429,465 in CDBG funds be made available for the Project;
18 and

19 WHEREAS, the County can make available \$429,465 in CDBG funds needed for
20 the Project from the City's CDBG allocation (\$235,835), from unprogrammed 2015-16
21 CDBG funds from the Cities of Fowler (\$49,679), Kingsburg (\$79,298), and Mendota
22 (\$39,897), and from other unprogrammed CDBG funds from the City of Mendota
23 (\$24,756); and

24 WHEREAS, the Cities of Fowler, Kingsburg, and Mendota do not intend to use all
25 of their available CDBG funds during the 2015-16 program year and are agreeable to
26 making these funds available to the City of Selma for the Selma Groundwater Recharge
27 Basin Project; and

28 ///

1 WHEREAS, in accordance with the Joint Powers Agreement executed on July 15,
2 2014, by and between the County and its participating cities, which include the Cities of
3 Fowler, Kingsburg, Mendota and Selma, the County can make any unprogrammed
4 CDBG funds available to an eligible CDBG activity in need of funds in order to ensure
5 the U.S. Department of Housing and Urban Development's timely expenditure
6 requirement; and

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

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

11 I. PROJECT DESCRIPTION, LOCATION AND BUDGET

12 A. The Project consists of the acquisition of property and the first
13 phase of construction of a groundwater recharge basin on an approximately 8.76+/- acre
14 portion of an approximately ten (10) acre parcel. Engineering and site improvements will
15 be performed including clearing and grubbing, export and basin grading, fencing,
16 metered intertie connection to the adjacent Consolidated Irrigation District canal, and
17 other miscellaneous work required to make the basin operational as a recharge facility.
18 The basin is also expected to serve as a storm water collection basin in the future. The
19 basin will help the City of Selma provide a more stable water supply for domestic use
20 and fire protection, as well as collect storm water to alleviate flooding.

21 B. The Project site will be acquired by the City as part of the Project.

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

- 23 1. Acquire real property for the Project site.
- 24 2. Obtain all necessary permits.
- 25 3. Perform all necessary design engineering including, but not
26 limited to, surveying; testing; preparation of plans, specifications, and cost estimates; bid
27 documents and a cost or price analysis; review of bids and recommendation for award.
- 28 4. Prepare and advertise Project bid notices and award

1 construction contracts including, but not limited to, the printing of bid documents;
2 publishing of notices; and preparation of bid summary.

3 5. Perform all construction engineering including, but not limited
4 to, shop drawing review and approval; contract change order preparation; surveying;
5 staking; inspection; soil testing; materials testing; preparation of "as-built" drawings;
6 labor compliance; and contract administration.

7 6. Provide related eligible improvements.

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

9 Construction	\$ 159,480
10 Land Acquisition	240,000
Design & Construction Engineering	22,000
Contingency, Permits & Misc.	7,985
11 Total	<u>\$ 429,465</u>

12
13 E. Notwithstanding the estimates described in the above preliminary
14 Project budget, payments for the Project from CDBG funds will be based on the actual
15 costs and shall not exceed the total amount of \$429,465.

16 F. The proposed funding for the Project will be provided from the
17 following sources:

18 CDBG	\$ 429,465
19 Local Financial Contribution	0
Total	<u>\$ 429,465</u>

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

23 Community Development Grants
24 County of Fresno
Department of Public Works and Planning
Community Development Division
25 2220 Tulare Street, 6th Floor
26 Fresno, CA 93721
Telephone: (559) 600-4292

27 If the Director of the County Department of Public Works and Planning determines the
28 modified Project is still eligible under the Federal CDBG regulations, the Director is

1 authorized to permit such modifications. The County shall specify in a letter to the City
2 that any modifications to the scope of the Project are authorized and that the City may
3 proceed.

4 II. OBLIGATIONS OF THE COUNTY

5 A. The County shall provide up to, but not more than, \$429,465 from
6 the City's allocation of CDBG funds for the Project. All funds shall be paid to the City in
7 accordance with Section V-A of this Agreement.

8 B. The County shall review, within thirty (30) calendar days of receipt
9 from the City, the engineer selection process description and summary of the analysis
10 as prepared by the City to verify that a competitive process was conducted in
11 accordance with U.S. Department of Housing and Urban Development (HUD)
12 procurement standards. The County shall specify in a letter to the City that these
13 conditions have been met and that the engineering contract can be awarded.

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

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

27 E. The County shall attend the pre-construction meeting between the
28 City and the contractor to discuss labor compliance requirements for the Project, Project

1 monitoring, and to inform the City and contractor that the County will conduct field
2 reviews to ensure labor compliance and other conditions of the construction contract are
3 being met.

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

10 III. OBLIGATIONS OF THE CITY

11 A. The City shall provide any and all sums of money in excess of
12 \$429,465 that may be necessary to complete the Project. For the purposes of awarding
13 the construction of the Project within the Agreement amount, the bid documents should
14 include any proposed additive or deduct alternatives.

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

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

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

27 E. The City shall furnish evidence that it has free and clear title to all
28 parcels of land on which Project improvements will be located, with any liens or

1 encumbrances noted, and/or that it has obtained or can obtain all necessary easements,
2 rights-of-way, licenses, permits and State and local approvals required for the
3 completion of the Project.

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

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

14 H. Within seven (7) calendar days following the bid opening, the City
15 shall furnish the County Community Development Division with the name of the low
16 bidder and cost or price analysis of the low bid proposal prepared by the City so that the
17 County can verify with the Labor Relations and Equal Opportunity Division of the HUD
18 Area Office that the low bidder is bonded and has not been debarred or suspended from
19 participating in Federal projects, and that the contractor will be reasonably compensated
20 in accordance with Federal requirements. The City shall obtain a letter from the County
21 specifying these conditions have been met and that the City is approved to award the
22 Project for construction.

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

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

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

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

12
13 Community Development Grants
14 County of Fresno
15 Department of Public Works and Planning
16 Community Development Division
17 2220 Tulare Street, 6th Floor
18 Fresno, CA 93721 (559) 600-4292

17 M. The City shall comply with the mitigation measures, conditions and
18 notes identified in Initial Study/Environmental Assessment No. 6972 (the "Assessment"),
19 and as summarized in the Mitigation Monitoring and Reporting Program, attached hereto
20 as Exhibit 1 and incorporated herein by reference. A copy of the Assessment will be
21 provided to the City.

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

26 O. Upon approval of Project completion by the County, the City shall
27 provide the County Community Development Division with a resolution of acceptance, or
28 similar documentation, demonstrating that the Project was completed in accordance with

1 the scope of work approved and authorized pursuant to this executed Agreement and
2 any approved subsequent amendments thereto and/or change orders, and that the City
3 has accepted the Project. Prior to the final request for payment, the City shall also
4 provide the County with a copy of the recorded Notice of Completion (NOC), a written
5 summary of all Project work completed with CDBG and other funds, and documentation
6 to demonstrate compliance with Section 3 of the Housing and Urban Development Act of
7 1968, as amended.

8 P. During the contract period, the City shall complete and submit
9 annually each June 1, and upon completion of the Project, a Project Outcome
10 Measurement Report (POM) form, a copy of which is attached hereto as Exhibit 2 and
11 incorporated herein by reference. The POM shall contain the following information for
12 the County's Federal reporting purposes to the U.S. Department of Housing and Urban
13 Development (HUD):

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

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

24 R. The City must inform the County in writing of any program income
25 generated by the expenditure of CDBG funds. Any program income generated as a
26 result of the Project must be paid to the County. For purposes of this Agreement,
27 program income is defined as proceeds from the disposition of CDBG-acquired real
28 property, and principal and interest on CDBG loans. If the City contributed financially to

1 the improvement Project, the City may retain a share of the program income in
2 proportion to the City's contribution to the Project, after the City has provided a written
3 accounting acceptable to the County.

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

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

21 IV. CONFORMANCE WITH APPLICABLE LAWS AND REGULATIONS

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

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

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

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

14 V. PAYMENT FOR THE PROJECT

15 A. At monthly intervals, the City shall submit a written request to the
16 County for payment of specified costs incurred in the performance of this Agreement.
17 The request for payment shall be accompanied by a written certification from the City
18 that the request for payment is consistent with the amount of work that has been
19 completed, and that said work is in accordance with the contract documents and this
20 Agreement. The request for payment shall also be accompanied by documentation
21 acceptable to the County, such as invoices or vouchers for services or materials
22 purchased, contractor's costs, or other costs chargeable to the Project. After
23 appropriate review and inspection, the County shall make payment from CDBG funds
24 provided in this Agreement for all eligible costs specified herein.

25 B. Any savings realized in the final cost of the Project, due to Project
26 cost and/or scope of work reductions, liquidated damages, or any other reason, shall be
27 used to reduce the amount of this Project paid for with CDBG funds and shall be
28 credited to the City's CDBG allocation. If the City is required to provide any funds toward

1 the Project, any cost savings shall be first used to reimburse the City for its contribution
2 in excess of the total amount provided by the City.

1 with CDBG funds in accordance with the performance of this Agreement. All records
2 and accounts shall be available for inspection by the County, the State of California, if
3 applicable, the Comptroller General of the United States, and HUD or any of their duly
4 authorized representatives, at all reasonable times, for a period of at least five (5) years
5 following final payment under this Agreement or the closure of all other pending matters,
6 whichever is later. The City shall certify accounts when required or requested by the
7 County.

8 I. The City, as a sub-recipient of Federal financial assistance, is
9 required to comply with the provisions of the Single Audit Act of 1984 (31 U.S.C.
10 Sections 7501 et seq.), as amended. Whenever the City expends and/or receives
11 CDBG funds from the County for the Project, a copy of any audit performed by the City
12 in accordance with said Act shall be forwarded to the County Community Development
13 Grants Program Manager within nine (9) months of the end of any City fiscal year in
14 which funds were expended and/or received for the Project. Failure to perform the
15 requisite audit functions as required by this paragraph may result in the County
16 performing any necessary audit tasks, or, at the County's option, the County contracting
17 with a public accountant to perform the audit. All audit costs related to the City's failure
18 to perform the requisite audit are the sole responsibility of the City and such audit work
19 costs incurred by the County shall be billed to the City as determined by County's
20 Auditor-Controller/Treasurer-Tax Collector. In the event the City is only required to
21 perform an audit under the provisions of the Act because the City is receiving CDBG
22 funds, the County may perform, or cause to be performed, the required audit to
23 determine whether funds provided through this Agreement have been expended in
24 accordance with applicable laws and regulations. Any audit-related costs incurred by
25 the County under this provision shall be charged to the County CDBG Program. The
26 City agrees to take prompt and appropriate corrective action on any instance of material
27 non-compliance with applicable laws and regulations.

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

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

VI. INDEMNIFICATION

Each party to this Agreement shall indemnify, defend and hold harmless the other party, its officers, agents, employees and representatives, from any and all loss, liability, costs, expenses and damage to persons or property, and from any and all claims, demands and actions in law or equity (including attorney's fees and legal 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 is executed by the County.

1. Complete Design Engineering and Submit to the County for Review – December 1, 2015.

2. Complete County Review and Approval of Plans – March 1, 2016.

3. Begin Advertising for Bids – April 1, 2016.

4. Award Contract – May 16, 2016.

B. The Project's Notice of Completion shall be filed with the Fresno County Recorder's Office no later than December 16, 2016.

C. The final POM Report, written summary of all work completed, documentation demonstrating compliance with the Section 3 clause, and request for final payment shall be submitted to the County no later than February 16, 2017.

D. The City shall give immediate written notification to the County Community Development Division of any events that occur which may affect the above time schedule and completion date and the time schedule specified in the contract

1 documents, or any event that may have significant impact upon the Project or affect the
2 attainment of the Project's objectives. The Director of the County Department of Public
3 Works and Planning is authorized to make adjustments in the above schedule if, in the
4 Director's judgment, any delay is beyond the control of the parties involved.

5 VIII. BREACH OF AGREEMENT

6 In the event the City fails to comply with any of the terms of this
7 Agreement, the County may, at its option, deem the City's failure a material breach of
8 this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems
9 appropriate. Should the County deem a breach of this Agreement material, the County
10 shall immediately be relieved of its obligations to make further payment as provided
11 herein. Termination of this Agreement due to breach shall not, in any way whatsoever,
12 limit the rights of the County in seeking any other legal relief in a court of law or equity,
13 including the recovery of damages. In addition to the Agreement being terminated by
14 the County in accord with a material breach of this Agreement by the City, this
15 Agreement may also be terminated for convenience by the County in accord with 24
16 CFR 85.44.

17 IX. TERMINATION OF PROJECT

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

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

26 X. VENUE; GOVERNING LAW

27 Venue for any action arising out of or relating to this Agreement shall be
28 only in Fresno County, California. The rights and obligations of the parties and all

1 interpretation and performance of this Agreement shall be governed in all respects by
2 the laws of the State of California.

3 XI. ENTIRE AGREEMENT

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

8 ///

9 ///

10 ///

11 ///

12 ///

13 ///

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

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

3 REVIEWED AND RECOMMENDED
4 FOR APPROVAL

COUNTY OF FRESNO

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

Deborah A. Poochigian, 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.
12 Auditor-Controller/ Treasurer-Tax
Collector

By: _____
Deputy

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

CITY OF SELMA

15 By: _____
16 Deputy

Mayor

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: N15651
26 ACTIVITY CODE: 7219

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

Telephone: (559) 891-2200

**Selma Groundwater Recharge Basin
Environmental Assessment No. 6972
Mitigation Monitoring and Reporting Program
(Including Conditions of Approval and Project Notes)**

Mitigation Measures					
Impact	No.	Mitigation Measure Language	Implementation Responsibility	Monitoring Responsibility	Time Span
Cultural	1.	If cultural resources are unearthed during any ground disturbance activities, all work should halt in the area of the find and a full archaeological survey shall be undertaken by a qualified professional archaeologist.	Applicant	City of Selma	During Construction
Notes					
		<p>Drinking water, which meets state quality standards for public water systems, is a precious commodity that must be protected. Existing standards for water well construction and destruction are designed to protect groundwater quality, thereby protecting the public health. The expense associated with proper destruction of a well is infinitesimally small in comparison to the expense of cleaning up contaminated groundwater.</p> <p>Fresno County Department of Public Health is concerned that abandoned water wells are not being properly destroyed, particularly with respect to new development projects. As city boundaries expand, community services are provided to areas originally served only by individual domestic and agricultural wells. Improper abandonment of such wells presents a significant risk of contaminating the city's community water supply. For this reason, when development occurs, it is extremely important to ensure the safe and proper destruction of all abandoned water wells.</p> <p>In an effort to protect groundwater, all septic systems that exist or have been abandoned within the project area shall be properly destroyed by appropriately licensed contractors.</p> <p>If any underground petroleum storage tank(s) are discovered during construction, the owner/applicant shall apply for and secure an Underground Storage Tank Removal Permit from the Fresno County Department of Public Health, Environmental Health Division. Contact the Certified Unified Program Agency at (559) 600-3271 for more information.</p> <p>The project will comply with the City of Selma Noise Element. Construction hours are limited to 6am to 7pm on weekdays.</p>			

Exhibit 2
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.

Form Completed By: _____

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

August 17, 2015

ITEM NO: 6.

SUBJECT: Consideration and Necessary Action on Resolution Amending the Schedule of Fees and Charges for City Services (User Fees)

DISCUSSION:

The City currently has a schedule of fees prescribing the charges for a variety of City services. In April 2005, the City contracted with Revenue and Cost Specialists (RCS) to conduct a user fee study to analyze the City's services and the fees charged for those services. By law, user fees may be charged for services provided by an agency, but only for an amount equal to the recovery of the costs necessary to provide the services. Based on this study, user fees were last updated in June 2014. These costs need to be updated annually to reflect salary adjustments, changes in procedures, increases in overhead and other costs of doing business.

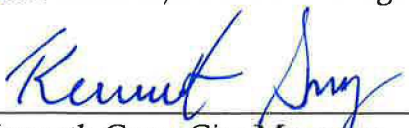
Staff has reviewed our existing fees, based on the above criteria, and is recommending various changes. Attached for your review is a schedule of proposed fees. Fees to be changed are noted on this schedule, including the amount they are being changed from. It is important to note that reviewing the fee schedule does not automatically mean that fees are being increased, some fees are being removed or added due to recently adopted Ordinances by Council, and others are removed because the service is no longer provided. The new fees will take effect September 1, 2015.

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

RECOMMENDATION: Adopt Resolution Amending Schedule of Fees and Charges for City Services.


Isaac Moreno, Finance Manager

8-12-15
Date


Kenneth Grey, City Manager

8/13/2015
Date

We _____ and _____
Kenneth Grey, City Manager Isaac Moreno, Finance Manager

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

RESOLUTION NO. 201 - R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA
AMENDING THE SCHEDULE OF FEES AND CHARGES
FOR CITY SERVICES (USER FEES)**

WHEREAS, the City of Selma has conducted an analysis of its services, the costs reasonably borne of providing those services, the beneficiaries of those services, and the revenues by those paying fees and charges for special services; and

WHEREAS, the City has established a policy of recovering the full costs reasonably borne of providing special services of a voluntary and limited nature, such that general taxes are not diverted for general services of a broad nature and thereby utilized to subsidize unfairly and inequitably such special services; and

WHEREAS, a schedule of fees and charges to be paid by those requesting such special services need to be adopted so that the City might carry into effect its policies; and

WHEREAS, the existing schedule of fees and charges based in the City's budgeted and projected costs reasonably borne for the Fiscal Year 2015-2016; and

WHEREAS, it is the intention of the City Council to revise the existing schedule of fees and charges including Resolution 2014-22R based in the City's budgeted and projected costs reasonably borne for the Fiscal Year 2015-2016; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA, DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1: Fee Schedule Adoption: The following schedule of fees and charges is hereby directed to be computed by and applied by the various City departments, and to be collected by the same, for the herein listed services when provided by the City or its designated contractors.

Section 2: Separate Fee for each Process: All fees set by this resolution are for each identifies process, additional fees shall be required for each additional process or service that is requested or required. Where fees are indicated on a per unit or measurement basis the fee is for each identified unit or portion thereof within the indicated ranges of such units.

Section 3: Fees: The attached fees shall be charged and collected for the listed enumerated services.

Section 4: Interpretations: This resolution may be interpreted by several City Department heads in consultation with the City Manager and, should there be a conflict between two fees, then the lower dollar amount of the two shall be applied.

- A. It is the intention of the City Council to review the fees and charges as determined and set out herein based on the City's Annual Budget and all the City's costs reasonably borne as established at the time and, if warranted, to revise such fees and charges based thereon.

Section 5: Constitutionality: If any portion of this Resolution is declared invalid or unconstitutional, then it is the intention of the City Council to have adopted the entire Resolution and all its component parts, and all other sections of this Resolution shall remain in full force and effect.

Section 6: Repealer: All resolutions and other actions of the City Council in conflict with the contents of this Resolution are hereby repealed.

Section 7: Effective Date: This resolution shall go into full force and effect September 1, 2015, but shall be subject to the terms and conditions of Title 12, Chapter 3 of the Selma Municipal Code.

The foregoing Resolution was duly approved by the Selma City Council at a regular meeting held on the 17th day of August 2015 by the following vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Scott Robertson
Mayor of the City of Selma

Attest:

Reyna Rivera
City Clerk

Proposed fee changes due to 2% pay increase of staff who perform associated work.

Community Development Fees			
Reference #	Fee Name	Fee Structure	New Rate
CD-001	Building Plan Check	65% of Building Permit	No Change
CD-002	Master Plan Plan Check Fee	100% of building, mechanical, plumbing, electrical fees	No Change
CD-003	Building Permit and Inspection	See Exhibit A1	No Change
CD-004	Miscellaneous Building Permit & Inspection	MISCELLANEOUS BUILDING PERMIT AND INSPECTION	No Change
CD-005	Building Relocation Permit And Inspection Fee	Fully burdened hourly rate charged plus current mileage rate	No Change
CD-006	Building Demolition Permit And Inspection Fee	\$130 split \$70-Planning \$60-Fire	\$143 split \$79 Planning \$64 Fire
CD-007	Plan Revision Check/Inspection	Minor Plan \$160 split \$115-Planning \$45-Fire / Major Plan \$520 split \$460-Planning \$60-Fire	Minor Plan \$182 split \$136-Planning \$46-Fire / Major Plan \$607 split \$546-Planning \$61-Fire
CD-008	2nd Plan Re-check	\$60 per 3rd plan check	No Change
CD-009	Re-inspection Service	\$55 per 3rd re-inspection	No Change
CD-010	Lost Inspection Card	\$ 15 per card	No Change
CD-011	Restamping Approved Plans	\$ 50 per plan	No Change
CD-012	Conditional Use Permit	\$3,830 per application	\$3890 per application
CD-013	Administrative Conditional Use Permit Review	\$2,040 per application	\$2066 per application
CD-014	Conditional Use Permit Renewal	\$880 per application	\$915 per application
CD-015	Development Agreement Review	Full burdened hourly rate charged against \$2,000 deposit per agreement	No Change
CD-016	Annual Development Agreement Review	\$1,750 per agreement	\$1990 per agreement
CD-017	Variance Review	\$2,460 per application	\$2500 per application
CD-018	Administrative Variance	\$1,390 per application	\$1412 per application
CD-019	Site Plan Review	\$2,520 per application	\$2561 per application
CD-020	Architectural Plan Review	\$1,700 per plan	\$1732 per plan
CD-021	Planned Unit Development	Full burdened hourly rate charged against \$2,000 deposit	No Change
CD-022	Specific Plan Amendment	Full burdened hourly rate charged against \$2,000 deposit	No Change
CD-023	Home Occupation Permit Review	\$185 per application plus \$85 for PD approval	\$280 per application plus \$85 for PD approval
CD-024	Sign Review	\$320 per application	\$327 per application
CD-025	Temp Subdivision Sign Review	\$320 per application	\$327 per application
CD-026	Zone Change Review Fee	\$3,540 per application	\$3621 per application
CD-027	Zone Ordinance Text Amendment	\$3,690 per application	\$3741 per application
CD-028	General Plan Amendment	Full burdened hourly rate charged against \$2,000 deposit	No Change
CD-029	Temporary Sign/Banner Permit	\$90 per permit	\$93 per permit
CD-030	Preliminary Map Review	\$1,320 per map	\$1400 per map
CD-031	Lot line Adjustment	Full burdened hourly rate charged against \$2,000 deposit	No Change
CD-032	Minor Modification	\$2,080 per application	\$2252 per application

Proposed fee changes due to 2% pay increase of staff who perform associated work.

Community Development Fees			
Reference #	Fee Name	Fee Structure	New Rate
CD-033	Tentative Parcel Map Review	\$1,900 per map plus actual costs	No Change
CD-034	Tentative Tract Map Review	Full burdened hourly rate and \$5,000 deposit	No Change
CD-035	Tentative Map Extension	\$1,450 per application	\$1480 per application
CD-036	Environmental Categorical Exemption	\$390 per application \$1800 per study	\$395 per application \$1800 per study
CD-037	Environmental Impact Report Review	Actual cost of study by consultant plus 10%	No Change
CD-038	Annexation Request	\$1,850 per plan	No Change
CD-039	Processing of Appeal of Staff/Commission Decision Fee	\$1,500 per appeal	\$1531 per appeal
CD-040	On-Site Landscape Plan Check/Inspection	\$650 per plan	\$680 per plan
CD-041	Public Convenience/Necessity (ABC)	\$1,950 per permit	\$1996 per permit
CD-042	Street Re-Name Process	\$200 per application	No Change
CD-043	Building Re-Address Processing	\$210 per request	No Change
CD-044	Zoning Conformance Letter	\$180 per letter	\$187 per letter
CD-045	Radius Map Listings	\$450 per listing	\$465 per listing
CD-046	Abandoned Carts Removal/Disposal	\$50 per cart after 3 occurrences within a 6 month period	\$57 per cart after 3 occurrences within a 6 month period
CD-047	Public Notice	\$470 per notice + actual cost of public notification through newspaper and other appropriate means.	\$479 per notice plus actual cost of public notification through newspaper and other appropriate means
CD-048	GIS Printouts/CAD Assistance-Other Agencies	Fully burdened rate - 4 hours minimum	No Change
CD-049	School Fee Deferment Tracking	\$100 per dwelling	No Change
CD-050	Long Range Planning Fee	10% of building permit (goes toward General Plan Amendment)	No Change
CD-051	Fortune Teller Land Use Permit Application	\$1,420 per application	No Change
CD-052	Fortune Teller Land Use Permit Renewal	\$220 per application	No Change
CD-053	Medical Marijuana Cultivation Permit Fee	\$1,420 per application	No Change
CD-054	Medical Marijuana Cultivation Permit Renewal Fee	\$220 per application	No Change
CD-055	Fortune Teller License	\$385 per application	No Change
CD-056	Fortune Teller License Renewal	\$220 per application	No Change
CD-057	Storage Container Permit	N/A	\$10 per permit
CD-058	Fence placement permit	N/A	\$10 per permit

Proposed fee changes due to 2% pay increase of staff who perform associated work.

Engineering Fees

Reference #	Fee Name	Fee Structure	New Rate
EN-001	Grading Plan Check	Minor (individual lots)- \$ 200 per plan Major (subdivisions or multiple lots)- \$ 670 per plan	Minor (individual lots)- \$ 206 per plan, Major (subdivisions or multiple lots)- \$ 686 per plan
EN-002	Grading Inspection	Minor (individual lots)- \$ 135 per inspection Major (multiple lots) - \$ 400 per inspection	Minor (individual lots)- \$ 140 per inspection, Major (multiple lots) - \$ 412 per inspection
EN-003	Final Parcel Map Review	\$ 800 per map	\$825 per map
EN-004	Final Tract Map Review	\$ 1,580 per map - 5 to 50 lots \$ 1,850 per map - > 50 lots	\$ 1,652 per map - 5 to 50 lots \$ 1,927 per map - > 50 lots
EN-005	Final Map Amendment Review	\$ 270 per amendment	\$ 275 per amendment
EN-006	Public Improvement Plan Check	\$ 1,340 per plan - 5 to 50 lots \$ 1,880 per plan - > 50 lots	\$ 1,373 per plan - 5 to 50 lots \$ 1,922 per plan - > 50 lots
EN-007	Public Improvement Inspection	\$135 per plan revision and inspection.	\$140 per plan revision and inspection
EN-008	Lot Line Adjustment	\$265 per application	\$275 per application
EN-009	Encroachment Permit	\$60 per permit	\$65 per permit
EN-011	Final Condo Conversion Map	\$720 per map	\$920 per map
EN-012	Special Engineering Services	Actual cost using fully burdened rate.	No Change
EN-013	Landscape Maintenance Assessment	Reimbursement of actual costs	No Change
EN-014	Off-Site Landscape Plan Check	\$ 425 per plan	\$466 per plan
EN-015	Off-Site Landscape Inspection	\$ 100 per inspection \$ 50 per reinspection	\$111 per inspection, \$55 per reinspection
EN-016	Public Improvement Inspection	2% of first \$20,000 of Engineer's estimated cost of improvements. 1.5% over \$20,000 of Engineer's estimated cost of improvements.	No Change
EN-017	Tentative Parcel Map Review	\$600	\$618
EN-018	Tentative Tract Map Review	\$600 + \$20 per lot	\$618 + \$20 per lot
EN-019	Annual Encroachment Fee	\$500	\$511

Proposed fee changes due to 2% pay increase of staff who perform associated work.

Fire Fees			
Reference #	Fee Name	Fee Structure	New Rate
FI-001	Fire False Alarm Charges	\$ 100 for 3rd false alarm in a 12 month period \$ 200 for 4th false alarm in a 12 month period \$ 400 for 5th false alarm in a 12 month period \$ 800 each subsequent false alarm	No Change
FI-002	Annual Fire Code Inspection	\$ 60 per year	No Change
FI-003	Fire Code Enforcement Inspection	See fee list (Exhibit F1)	No Change
FI-004	Annual Fire Code Permit	\$ 60 per permit Failure to obtain a Fire Permit - fee doubled after 1st warning	No Change
FI-005	Fire/Ambulance Report Copy	\$ 15 per report	No Change
FI-006	Hazardous Material Insp. and Permit	\$ 160 per permit	\$170 per permit
FI-007	State Mandate Fire Inspection-Hospitals	1st Inspection per calendar year - \$200 2nd Inspection per calendar year - N/C 3rd Inspection per calendar year - \$200	1st Inspection per calendar year - \$240, 2nd Inspection per calendar year - N/C, 3rd Inspection per calendar year - \$240
FI-008	State Mandate Fire Inspection-Convalescent Homes	1st Inspection per calendar year - \$200 2nd Inspection per calendar year - N/C 3rd Inspection per calendar year - \$200	1st Inspection per calendar year - \$240, 2nd Inspection per calendar year - N/C, 3rd Inspection per calendar year - \$240
FI-009	State Mandate Fire Inspection-Residential Care	Residential Care Facilities - less than 25 residents \$50 each as per California Health & Safety Code Residential Care Facilities - more than 25 residents \$100 each as per California Health & Safety Code	Residential Care Facilities - less than 25 residents \$60 each as per California Health & Safety Code, Residential Care Facilities - more than 25 residents \$120 each as per California Health & Safety Code
FI-010	State Mandate Fire Inspection-Day Care /Private School	\$ 60 per inspection \$ 80 per reinspection after 2nd reinspection	No Change
FI-011	Fire Hood /Duct Plan Check & Inspec.	\$ 240 per plan \$ 100 for each plan review after 2nd review \$ 100 for each reinspection after 2nd reinspection	No Change
FI-012	Ambulance Service Charges	See fee list (Exhibit F1)	No Change
FI-013	Fire Alarm Plan Check and Inspection	\$ 230 per plan plus \$ 5 per item (i.e., smoke detector) \$ 100 per reinspection after the 2nd reinspection \$ 100 for each review of plans after 2nd review	No Change
FI-014	Fire Sprinkler Plan Check and Inspection	See fee list (Exhibit F3) Various depending upon number of sprinkler heads	No Change
FI-015	Fire Flow Test	\$ 140 per test	\$146 per test
FI-016	Fire Suppression Stand-By	Charge actual cost using fully burdened hourly rate.	No Change
FI-017	Fireworks Stand Review and Inspections	\$ 140 per stand	\$146 per stand
FI-018	Public Fireworks Review & Inspections	\$ 320 per review includes plan review, permit and primary inspection, then hourly rate for each additional inspection	No Change
FI-019	Fair/Carnival Fire Inspection	\$ 240 per event	No Change

Proposed fee changes due to 2% pay increase of staff who perform associated work.

Fire Fees			
Reference #	Fee Name	Fee Structure	New Rate
FI-020	Christmas Tree Lot Fire Inspection	\$ 50 per lot \$ 25 per reinspection after 2nd reinspection	No Change
FI-021	CPR Class Fee	\$ 45 for health care professional \$ 30 for all others	\$45 per participant
FI-022	EMT Class Fee	\$400 per participant	No Change
FI-023	Illegal Burn Suppression Charge	Minor incident = \$ 140 for single engine or \$ 200 for multiple engines responding Major incident plus new fully burdened hourly rate (defined as a company response of more than 2 hours)	Minor incident = \$ 146 for single engine, Major incident = \$146 per engine for multiple engines responding plus new fully burdened hourly rate (defined as a company response of more than 2 hours)
FI-024	Overhead System-Hanger Inspection	\$ 60 per inspection annually \$ 80 for 2nd inspection	No Change
FI-025	Overhead System-Pressure Test	1st inspection - \$60 / 2nd inspection - \$80	No Change
FI-026	Underground Systems-Trust Block Inspection	1st inspection - \$60 / 2nd inspection - \$80	No Change
FI-027	Underground Systems-Flush & Pressure Check	1st inspection - \$60 / 2nd inspection - \$80	No Change
FI-028	Commercial Life/Safety Plan Check	25% of building permit fees	No Change
FI-029	Plan Review and/or Inspection Services	Actual cost of consultant plus 25%	No Change
FI-030	Special Review/Additional Inspection	Actual cost using fully burdened rate.	No Change
FI-031	Dangerous & Substandard Building Inspection	Actual cost using fully burdened rate.	No Change
FI-032	After Hours Plan Review	\$ 90 per hour	No Change
FI-033	After Hours Inspection	\$ 90 per hour	No Change
FI-034	Temporary or Certificate of Occupancy	\$ 60 per review \$ 80 per reinspection after 2nd reinspection	No Change
FI-035	Fire Hydrant Systems Inspection	Cost per project/tract 1-10 hydrants \$ 60 per review	No Change
FI-036	Amusement Use Review (Haunted Houses)	\$ 60 per review/inspection \$ 30 per reinspection after the first reinspection	No Change
FI-037	Rack or High Pile Storage	\$ 60 per hour/inspection \$ 80 per reinspection after 2nd reinspection	No Change
FI-038	Flammable/Combustible Liquid Tank Inspection	1 hour minimum \$ 60 per hour	No Change
FI-039	Site Plan Review & Revision Review	\$ 100 per review \$ 50 for 2nd revision review	No Change
FI-040	Special Event Inspection	\$ 60 per hour	No Change
FI-041	Spray Booth Plan Review & Inspection	\$ 129 per review & inspection	No Change
FI-042	Emergency Ambulance Stand-By	Charge actual cost using fully burdened hourly rate.	No Change
FI-043	Paramedic Assessment Fee	Charges to reflect reimbursement of actual medical and disposable supplies.	No Change

Proposed fee changes due to 2% pay increase of staff who perform associated work.

Miscellaneous Fees			
Reference #	Fee Name	Fee Structure	New Rate
MC-001	Business Licenses Administration Fee	\$ 20 per licenses administration fee \$ 5 reprint charge for lost or destroyed Business License Certificate	No Change
MC-002	New Business License Application	\$ 90 per application	\$120 per application
MC-003	Return Check Processing Fee	\$ 25 per check	No Change
MC-004	Business License Listing	\$10 research charge plus \$0.15 per page.	\$15 research charge plus \$0.15 per page No charge for PDF
MC-005	Yard Sale Permit	\$10 per Permit / \$20 if the permit is not purchased before the sale is held (\$10 permit & \$10 penalty)	No Change
MC-006	Animal License	\$20.00 per year - Unaltered / \$10.00 per year - Altered (spayed or neutered) /50% discount Senior Citizens - 62 and over \$10.00 per year - Unaltered / \$5.00 per year - Altered (spayed or neutered) / If paid after March 31st 50% penalty	No Change
MC-007	Records Research Service	First 15 minutes no charge, \$10.00 for each 15 minutes thereafter.	No Change
MC-008	Document Printing & Copying	\$10.00 look-up charge plus \$0.15 per page	No Change
MC-009	Notary Certification Charge	\$10 per certification	No Change
MC-010	Bingo License Permit	\$ 50 per application	No Change
MC-011	Christmas Tree Lot Permit	\$ 50 per Christmas tree lot	No Change
MC-012	Fair/Carnival Permit	\$ 100 per day event plus required cleaning deposit	No Change
MC-013	Fireworks Stand Permit	\$ 50 per stand permit, plus \$50 refundable cleaning deposit.	No Change
MC-014	Garbage Disposal Rates	See Fire FI-017 for inspection fees.	No Change
MC-015	Rental Property Maintenance Charge	See resolution	No Change
MC-016	Public Fireworks Permit	Actual cost using fully burdened rate.	No Change
		No charge at this time for permit, however see Fire FI-018	No Change

Proposed fee changes due to 2% pay increase of staff who perform associated work.

Police Fees			
Reference #	Fee Name	Fee Structure	New Rate
PO-001	Special Business Fee	\$ 385 per application	No Change
PO-002	Bicycle License Fee	\$ 3 new license \$ 1 annual renewal	No Change
PO-003	Noise Disturbance Response	No charge for 1st warning \$125 charge for each return by officers	No charge for 1st warning, \$138 charge for each return by officers
PO-004	Police False Alarm Response	No charge for first 2 responses \$ 50 for 3rd false alarm in a 12 month period \$ 75 for 4th false alarm in a 12 month period \$ 100 for 5th false alarm in a 12 month period \$ 500 for each subsequent false alarm	No Change
PO-005	Records Check/Clearance Letters	\$ 25 per letter	No Change
PO-006	Police Photograph Reproduction	\$ 60 plus actual duplication costs	No Change
PO-007	Video/Audio Tape Reproduction	\$ 50 plus actual duplication costs	No Change
PO-008	Police Report Copy	\$ 15 per report	No Change
PO-009	Citation Copy Charge	\$ 10 per citation	No Change
PO-010	Civil Subpoena Of Pd Personnel (Witness Fee)	Fees are set and established by individual court jurisdiction. (amount is usually approximately \$275 per person)	No Change
PO-011	Vehicle Equipment Correction Inspection	\$ 24 per sign-off	No Change
PO-012	DUI Arrest/Accident Response	\$ 290 per arrest only, plus other actual costs \$ 450 per accident and arrest, plus other actual costs	\$320 per arrest only, plus other actual costs \$450 per accident and arrest, plus other actual costs
PO-013	Special Police Services	Actual cost using fully burdened rate.	No Change
PO-014	Impound Vehicle Release	\$ 150 per vehicle	\$170 per vehicle
PO-015	Repossessed Vehicle Processing	\$ 34 per vehicle and pass through other actual costs	State mandated \$15 per vehicle and pass through other actual costs
PO-016	Special Events Permit	Minor event (One day ABC license, sound permit, dance permit, etc.) - \$ 70 per permit (e.g. sound permit) Major event (Events requiring multi department planning committee, such as band festival, chili cook-off, car shows, etc.)- \$ 700 per permit	Minor event (One day ABC license, sound permit, dance permit, etc.) - \$ 72 per permit (e.g. sound permit) Major event (Events requiring multi department planning committee, such as band festival, chili cook-off, car shows, etc.)- \$776 per permit
PO-017	Animal Redemption	1st offense - \$ 40 plus \$ 5 per day 2nd offense - \$ 80 plus \$ 5 per day 3rd offense - \$ 120 plus \$ 5 per day	No Change
PO-018	Vin Verification	\$ 50 per request	\$56 per request
PO-019	Weapon Release	\$ 25 per weapon	No Change
PO-020	Animal Noise Disturbance	No charge for first warning. \$ 45 charge thereafter If the Animal Control Officer also assists with the call, an additional \$10 is charged.	No Change
PO-021	Voluntary Animal Release to Shelter	\$ 35 per request	No Change
PO-022	Stored Vehicle Release Processing	\$ 95 per vehicle	No Change
PO-023	Court Order Service	\$ 10 per filing	No Change

Proposed fee changes due to 2% pay increase of staff who perform associated work.

Police Fees

Reference #	Fee Name	Fee Structure	New Rate
PO-024	Private Property Accident Investigation Fee	No charge if only exchange of information and traffice clearance \$ 50 if written report is filed at police station.	No Change
PO-025	Filing False Report Charge	Actual cost using fully burdened rate.	No Change
PO-026	Police Classes (Post)	Amount set by POST	No Change
PO-027	Live Scan	N/A	\$30 plus applicable DOJ Fee

Proposed fee changes due to 2% pay increase of staff who perform associated work.

Public Works Fees			
Reference #	Fee Name	Fee Structure	New Rate
PW-001	Street Blocking Permit	\$ 0 for neighborhood watch program \$ 50 per permit for all others	No Change
PW-002	Transportation Permit	\$ 16 per single trip \$ 90 for annual permit	No Change
PW-003	Storm Drain Maintenance (Flood Control Maintenance)	Actual cost using fully burdened rate.	No Change
PW-004	Street Sweeping	Based on Garbage contract	No Change
PW-005	Special Traffic Marking	\$215 per request, plus actual cost, time and materials using fully burdened rates	No Change
PW-006	Weed Abatement	\$ 290 administrative fee plus actual cost of contractor to abate lots.	No Change
PW-007	Median & Island Maintenance	Actual cost using fully burdened rate.	No Change
PW-008	Right-Of Way Clean-Up Charge	Actual cost using fully burdened rate.	No Change
PW-009	Utility Street Usage	PG & E & So Cal Gas: formula established by PUC CATV: 5% of annual gross revenues Phone: NONE Cal Water: 2%	No Change
PW-010	Sewer Utility Street Usage	See SKF franchise agreement	No Change
PW-011	Garbage Utility Street Usage	10% franchise fee charged on gross garbage billing.	No Change
PW-012	Alley Maintenance	Actual cost using fully burdened rate.	No Change
PW-013	Street Tree Maintenance	Actual cost using fully burdened rate.	No Change
PW-014	Street Light Maintenance	Actual cost using fully burdened rate.	No Change
PW-015	Traffic Signal Maintenance	Actual cost using fully burdened rate.	No Change
PW-016	Parking Lot Maintenance	Actual cost using fully burdened rate.	No Change

Proposed fee changes due to 2% pay increase of staff who perform associated work.

Recreation Fees			
Reference #	Fee Name	Fee Structure	New Rate
RE-001	Adult Sports Programs	Co-ed Softball \$ 375 per team Men's Softball \$ 460 per team Men's Basketball \$ 400 per team Co-ed Volleyball \$ 145 per team	No Change
RE-002	Youth Sports Programs	T-ball \$ 50 per participant Girls Softball \$ 50 per participant Youth Basketball \$ 40 per participant Basketball Clinic \$ 30 per participant	No Change
RE-003	Youth Center Services	No charge	No Change
RE-004	Adult Private Ball Field Usage	Charge per field \$70 Administration charge \$35 Field preparation charge \$35	No Change
RE-005	Youth Private Ball Field Usage	\$ 400 per youth organization	No Change
RE-006	Ball Field Lighting Rental	\$ 20 per hour with a \$40 minimum and a \$5 administration fee	No Change
RE-007	Park Facility Rental	Residents - \$65 per reservation Non-residents - \$100 per reservation	No Change
RE-008	Picnic Shelter Rental	Residents - \$ 45 per reservation Non Residents - \$65 per reservation \$5.00 fee for electricity use with a bounce house.	No Change
RE-009	Children's Performing Arts Classes	Cool Kids \$ 50 per participant Cool Kid Prelude \$ 35 per participant Theater Workshop \$ 25 per participant	No Change
RE-010	Swimming - Recreational	No fee structure at this time	No Change
RE-011	Swimming Lessons	No fee structure at this time	No Change
RE-012	Swimming Pool Rental	No fee structure at this time	No Change
RE-013	Special Event Booth Rental	\$ 75 per booth	No Change
RE-014	Pioneer Village Rental	See attached list in section in the back	No Change
RE-015	Salazar Center Rental	No fee structure at this time	No Change
RE-016	Arts Center Rental	See fee list (Exhibit E1)	See Arts center rental form
RE-017	City Recreation Class Fee	Actual cost, using fully burdened hourly rate plus cost of class materials.	No Change

CITY OF SELMA RECREATION & COMMUNITY SERVICES DEPARTMENT
1935 HIGH STREET, SELMA, CA 93662 (559) 891-2238
ARTS CENTER

Event Type: _____

Day(s): _____ Date(s): _____ Time(s): _____

Name: _____ Cell/Home Phone: _____ Alt Phone: _____

Address: _____ City: _____ Zip Code: _____

We (I) hereby agree to indemnify and hold harmless the City of Selma, Selma Arts Council, their officers and employees, from and against any and all liability for any personal injury, property damage or cost/expense which may be suffered by or from any person participating in the above activity, arising out of or in any way connected with this activity. In consideration of using the aforementioned facility, we (I) hereby agree to abide by all the terms and conditions of this agreement.

Signature of Person Assuming Responsibility: _____ Date: _____

***SOME EVENTS MAY REQUIRE SECURITY OR SELMA PD. RENTER WILL BE REQUIRED TO PROVIDE PROOF OF SECURITY PRIOR TO THE EVENT. ANY EVENT THAT REQUIRES THE POLICE TO BE CALLED, COULD BE CHARGED DIRECTLY TO FOR THIS COST.**

Received by: _____ DATE _____

PROOF OF SECURITY IF NEEDED:

May be N/A For Some Events.

NAME OF COMPANY _____

\$350 Per Show/Event for a 3-4 hour event

\$500 Per Show/Event for over 4 hour to 8 hour events

Event must be within 8 hours. Anything over will be above and beyond time compensation (over time payment of employee). Events must be scheduled two months (sixty working days) in advance for advertisement and availability purposes. When scheduling an event a contract and down payment of \$250.00 non-refundable needs to be submitted to hold a date. Full payment is due a week before your event and any last request may be made at this time, but not guaranteed. All promotional propaganda must be submitted to the arts center no later than 5 weeks prior to an event. If you would like your event posted on or Facebook page and website, please submit a poster or photo in a **jpeg file** of your event.

The Selma Arts Center will help in any way to promote your event but is not subject or liable to its success. There is no food or drink allowed in the theater and there is a \$250.00 cleaning/security for damages fee for any incident. (In the event a customer chooses not to obey, renter is charged for Police Services or Clean-Up Fees). The lobby, patio and snack bar are available for use. Please list if you will need any additional tables and chairs. If the amount of clean-up or security for damages exceeds the \$250.00 the renter will be charged at a rate of \$20.00 per hour for clean-up and actual costs for damage repairs and/or replacement.

Included in rental: Use of facility, sound system, lighting system, projector and/or DVD player. Additional chairs and tables may be requested if available. Basic lighting and sound will be provided by a on sight staff member. **If your needs require a more sophisticated sound and/or lighting technician, additional fees will apply. You are also welcome to provide your own.**

There will be no charge or percentage taken for any merchandise you would like to sell. Since the Selma Arts Center is a city owned building, political propaganda will not be permitted within the auditorium. When hosting your event please keep in mind the Selma Arts Center does not come fully staffed. You will need to provide your own Ushers, Ticket takers and back stage crew. However and on-site staff member will be present to help with the inner working of the theater and run basic sound and lighting.

Signature _____

Date _____

CITY OF SELMA RECREATION & COMMUNITY SERVICES DEPARTMENT
1935 HIGH STREET, SELMA, CA 93662 (559) 891-2238
ARTS CENTER

Event Type: _____

Day(s): _____ Date(s): _____ Time(s) : _____

Name: _____ Cell/Home Phone: _____ Alt Phone: _____

Address: _____ City: _____ Zip Code: _____

We (I) hereby agree to indemnify and hold harmless the City of Selma, Selma Arts Council, their officers and employees, from and against any and all liability for any personal injury, property damage or cost/expense which may be suffered by or from any person participating in the above activity, arising out of or in any way connected with this activity. In consideration of using the aforementioned facility, we (I) hereby agree to abide by all the terms and conditions of this agreement.

Signature of Person Assuming Responsibility: _____ Date: _____

***SOME EVENTS MAY REQUIRE SECURITY OR SELMA PD. RENTER WILL BE REQUIRED TO PROVIDE PROOF OF SECURITY PRIOR TO THE EVENT. ANY EVENT THAT REQUIRES THE POLICE TO BE CALLED, COULD BE CHARGED DIRECTLY TO FOR THIS COST.**

Received by: _____ DATE _____

PROOF OF SECURITY IF NEEDED:

May be N/A For Some Events.

NAME OF COMPANY _____

\$350 Per Show/Event for a 3-4 hour event

\$500 Per Show/Event for over 4 hour to 8 hour events

Event must be within 8 hours. Anything over will be above and beyond time compensation (over time payment of employee). Events must be scheduled two months (sixty working days) in advance for advertisement and availability purposes. When scheduling an event a contract and down payment of \$250.00 non-refundable needs to be submitted to hold a date. Full payment is due a week before your event and any last request may be made at this time, but not guaranteed. All promotional propaganda must be submitted to the arts center no later than 5 weeks prior to an event. If you would like your event posted on or Facebook page and website, please submit a poster or photo in a jpeg file of your event.

The Selma Arts Center will help in any way to promote your event but is not subject or liable to its success. There is no food or drink allowed in the theater and there is a \$250.00 cleaning/security for damages fee for any incident. (In the event a customer chooses not to obey, renter is charged for Police Services or Clean-Up Fees). The lobby, patio and snack bar are available for use. Please list if you will need any additional tables and chairs. If the amount of clean-up or security for damages exceeds the \$250.00 the renter will be charged at a rate of \$20.00 per hour for clean-up and actual costs for damage repairs and/or replacement.

Included in rental: Use of facility, sound system, lighting system, projector and/or DVD player. Additional chairs and tables may be requested if available. Basic lighting and sound will be provided by a on sight staff member. **If your needs require a more sophisticated sound and/or lighting technician, additional fees will apply. You are also welcome to provide your own.**

There will be no charge or percentage taken for any merchandise you would like to sell. Since the Selma Arts Center is a city owned building, political propaganda will not be permitted within the auditorium. When hosting your event please keep in mind the Selma Arts Center does not come fully staffed. You will need to provide your own Ushers, Ticket takers and back stage crew. However and on-site staff member will be present to help with the inner working of the theater and run basic sound and lighting.

Signature _____

Date _____

ITEM NO: 7.

SUBJECT: Consideration and necessary action on Authorization of issuance Request for Proposals (RFP) and solicitation of quotes for equipment and services necessary to establish live video streaming of City Council Meetings.

DISCUSSION: The Mayor requested that an agenda item be added to consider Council authorization to commence video streaming its meetings to the City website. There is a cost involved in establishing that capability and maintaining the system once it is established. Accordingly, staff has attempted to procure information concerning the cost of establishing the capability of having City Council Meetings broadcast live over the City website. Unfortunately, there is no set price for the equipment and services necessary to establish this capability and the actual cost for any City will depend on a variety of factors including the nature of and capabilities of the existing City website and the nature and need for various types of software and hardware in relation to what is currently in place. Essentially, a competent technician needs to evaluate what the City's current capabilities are in this respect and then determine the most efficient manner in which to establish the new capacity to have video streaming of City Council Meetings.

Since the costs of establishing a capability of video streaming City Council Meetings live to the City website is necessary to make an informed decision relative to having such videotaped Council meetings, staff recommends the issuance of the attached Request for Proposals which will be circulated to identified computer hardware and software providers so that a determination of the costs of establishing this capability can be made. A sample Request for Proposals, with deadline and schedules to be established by the Council is attached. The Council may authorize the issuance of this RFP by minute order. Staff has also approached the company that is installing security cameras for the Police Department for an informal quote and requests the authorization to obtain cost estimates in this fashion as well. Once the estimated costs are known, the item would be brought back to the City Council for its determination of whether it wishes to regularly have the City Council Meetings video streamed live to the City website and, if so, selection of the person or company to provide the necessary equipment and services.

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

RECOMMENDATION: Authorize issuance of the RFP and establish deadline for submission of proposals and pursuit of bids or quotes for providing live website broadcasts of City Council Meetings.

/s/ Neal E. Costanzo

08/13/2015

Neal E. Costanzo, City Attorney

Date



Ken Grey, City Manager

8/13/2015

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.



CITY OF SELMA

Request for Proposals (RFP)

TO: All Interested Parties

SUBJECT: RFP for Automated Agenda Workflow Program & Meeting Video Streaming/Archiving

DATE:

INTRODUCTION:

The City of Selma is requesting proposals for software and services from qualified vendors for an automated agenda routing/workflow system and/or video streaming and archiving. While a single proposal may include options for both automated agenda workflow and video streaming/archive, the proposal must include the option to allow the City to purchase and implement one component independent of the other.

Currently, the City of Selma only posts the agendas and agenda packets for City Council and Planning Commission meetings on the City website.

PROPOSALS MUST BE RECEIVED NO LATER THAN 5:00 P.M. ON ,

_____ **2015.** Proposals will not be accepted after the date and time stated above. Proposals will not be disclosed until a recommended action has been submitted to the City Council. The City of Selma reserves the right to cancel this RFP at any time and for any reason without any liability to any proponent or to waive irregularities at its own discretion. The City reserves the right to accept or reject any or all proposals.

TENTATIVE RFP SCHEDULE:

Dates for interviews and award of any contract may be subject to change.

RFP Issued _____ , 2015 Question Submittal Deadline _____ RFP Submittal Deadline at 5:00 p.m. Finalist Interviews _____ 2015 Award of Contract _____ , 2015

City of Selma RFP – Automated Agenda Workflow Program & Meeting Video Streaming/Archiving

RFP SUBMITTAL:

One hard copy and one electronic copy in PDF format on a CD of the proposal are due by 5:00 p.m. on , 2015 to: City of Selma Attn: Reyna Rivera, City Clerk 1710 Tucker Street, Selma, CA 93662

Any proposal received after this time will be rejected. A proposal shall constitute an irrevocable offer for 60 business days following the deadline for its submission.

BACKGROUND:

The City of Selma is located 15 miles south of Fresno. Selma is an attractive residential community that is known for its high quality of life, excellent schools, unique businesses, and small-town vibe. The City of Selma was incorporated in 1893 and operates under a Council/Manager form of government with a 5-member Council.

Currently, Staff members may submit reports and attachments for upcoming meetings to be reviewed and approved using emails. Following approval, the creation of the agenda (using a pre-existing template) and the agenda packet is all done by staff. During the agenda creation process, staff may make adjustments as needed (for example, correcting typographical errors). When the agenda packet is complete, it is manually added to the City of Selma's electronic document management system (Laserfiche).

SCOPE OF WORK:

The following scope describes the City's ideal automated agenda workflow and video streaming/archiving solution. Proposals may: 1) Combine automated agenda workflow and video streaming and archiving; 2) Be limited video streaming and archiving.

If the proposal includes both automated agenda workflow and video streaming and archiving, each component must be capable of being purchased and implemented independent of the other component.

Proposal pricing should indicate total pricing for each individual component.

Video Streaming & Archiving The ideal program should have the following features and functionality:

Live & On Demand – the program should allow videos to be available for live meetings and on demand from a desktop or mobile device. The program should automatically compensate video quality according to the bandwidth of the receiving device to ensure stable viewing. Additionally, viewers should be able to view meeting videos from common browsers, such as Internet Explorer, Firefox, Chrome, and Safari.

City of Selma RFP – Automated Agenda Workflow Program & Meeting Video Streaming/Archiving

Agenda Packet – the corresponding agenda packet should be viewable while watching meeting videos. The program should provide full text search of all agenda packet materials.

Indexing – the program should allow videos to be indexed while the meeting is happening. The program should also allow indexing so that links from the agenda will take videos to the corresponding portion of the meeting video.

Archive Integration – the program should allow the City’s videos to be integrated into an archive program.

Browser Compatibility – the program should be compatible with common browsers, such as Internet Explorer, Firefox, Chrome, and Safari.

Automated Agenda Workflow The ideal automated agenda workflow program should have the following features and functionality:

Customizable Workflow – the system allows the workflow to be customized as needed and allow for different workflows to be used for different departments or meeting types.

Email Notifications – send email notifications when an item has been approved, rejected, needs further work, or when a reviewer has an item to approve. The system should also include an option to send reviewers and submitters reminders when they have outstanding items to do.

Web Access – the program should be accessible via the web, so that users may submit, review, and approve/deny items from the web. Web access should be compatible with common browsers, such as Internet Explorer, Firefox, Chrome, and Safari.

File Upload Options – the program should allow users to upload different file types, including Word documents, PDF, Excel, and image files.

Preparing & Editing Reports – the program will allow users to prepare reports outside of the program, using programs such as Microsoft Word, then allow users to upload reports in Word or PDF file format. The program will also allow reviewers to make edits to reports. If reports are submitted as Word documents, the reviewer should have the ability to download the report, make changes, and upload the edited document.

Reviewer Options – reviewers in the workflow should have the option to provide comments and feedback to submitters as well make changes to reports or attachments.

Item History – the system should document the progress of an item as it moves through the workflow, including when an item was submitted, reviewed, rejected, approved, and any comments provided by reviewers.

Export to Single PDF Document – the program should export the agenda packet into a single PDF document.

City of Selma RFP – Automated Agenda Workflow Program & Meeting Video Streaming/Archiving

Agenda in Word Format – the program should allow the agenda for a meeting to be exported to Word document.

Templates – the program should include the option to create a template for agendas. The program should allow the City Clerk to easily modify existing templates or create new templates as needed. The option to integrate templates for staff reports will be considered favorably.

Export to Laserfiche – the program should be able to easily integrate with the Laserfiche enterprise content management system. The proposer is responsible for verifying Laserfiche licensing and functionality.

All programs (Automated Agenda Work Flow and Video Streaming Archiving) should include the following:

Accessible through Mobile Devices Allow Council Members, Commissioners, staff, and the public to access the agenda, agenda packet and attachments, and meeting videos through a mobile device, whether through the agenda workflow or video streaming side of the program(s). The mobile access should allow users to view agendas, staff reports, and attachments. If the program allows users to take notes that can be accessed on different devices.

Analytics Collect web analytics of public viewing and accessing agendas, agenda packets, and meeting videos.

Support & Training The proposal should include in-person administrator training and user training for City staff members who will be using the program. The proposal should include the option for support on an ongoing basis, including after-hours support. Access to a support “knowledge base” for general or technical inquiries is also desired.

Required Functionality & Current Technical Configurations:

Selma operates a traditional client/server environment and consists of the following: -Windows Server 2008 OS or newer -Windows 7 and 8 PC's -Microsoft Exchange Server 2010

The ideal program will be compatible with and will not require upgrades to the existing systems.

The proposed solution must allow delegate users and groups, as well as security access.

The proposal should include long-term warranty for all system hardware, if applicable.

Anticipated Timeline The ideal program will be functional with all staff and administrator training completed by the end of 2015.

City of Selma RFP – Automated Agenda Workflow Program & Meeting Video Streaming/Archiving

PROPOSAL CRITERIA:

All proposals should include the following information, in the order listed. Proposals should be concise and to the point.

1. Cover Letter: Briefly summarize the proposal and include an overview of how the desired objectives, scope of work, and anticipated timeline will be satisfied.

2. Table of Contents: Include a clear identification of material by section and page number.

3. Firm Information: The following information about the firm must be included in the proposal.

-Firm name, address, telephone, and email address -Name, telephone number, and email address of primary contact person for the proposal -Statement of what especially qualifies your firm to perform this work, including a description of similar projects that the proposer has performed previously.

4. Description of Proposed Solution: The proposal should include a detailed description of how the proposer will meet all the functionality requirements provided in the scope of work. Indicate whether desired functionality is available, cannot be provided, or can be provided with modifications to the software. Provide a proposed timeline for implementation, beginning with contract execution.

5. Key Staff: The proposal should identify a project manager and key personnel who will be working with City staff during implementation. Resumes and contact information, including phone number and email address, for individuals involved in implementation should be included in the proposal.

6. Implementation & Training: The proposal should include a detailed schedule for implementation and installation. This portion of the proposal should include an outline of every step of the implementation and describe each task.

The proposal should also detail user training. The training should prepare staff to use the software, as well as administrator training.

7. Price Proposal: The proposal shall include pricing for all services, as well as total costs for individual components (i.e. agenda workflow automation and video streaming/archive). Pricing should be all-inclusive unless indicated otherwise on a separate pricing sheet. The all-inclusive price to be bid is to contain all direct and indirect costs, including all out-of-pocket expenses. The proposal shall itemize all services, including hourly rates for all professional, technical, and support personnel, and all other charges related to completion of the work shall be itemized.

City of Selma RFP – Automated Agenda Workflow Program & Meeting Video
Streaming/Archiving

8. Software & Hardware Requirements: Describe software and hardware required and provide brief explanation.

9. Support, Maintenance, & Upgrades: The proposal should include pricing options for support, maintenance, and upgrades associated with the program. Additionally, the proposal should note support service hours and describe the upgrade process (for example, frequency of product updates, how updates are completed, onsite vs. remote updates, incorporation of user input into product releases).

10. Rights to Data & Content: All data or content generated in or through the proposed solution must be accessible and exportable by the City of Selma at all times in standard format that does not require custom licensing. The proposal should include confirmation that the selected proposer will make data/content accessible and exportable in this manner at all times without cost to the City.

11. Contract Termination: Indicate whether the proposer has had a contract terminated in the last five years. Please specify if the contract was terminated for default or some other reason. For the purposes of this RFP, termination for default is defined as notice to stop performance due to a vendor's non-performance or poor performance and the issue of performance either a) was not litigated; b) was litigated and such litigation determined that the vendor was in default; or c) is the subject of pending litigation.

Submit full details of the termination, including the other party's name, address, and phone number. Include your position on the matter. The City will evaluate the facts in its sole discretion.

If the proposer has not experienced any such terminations in the past five years, please indicate this.

12. Business License: The selected proposer must possess a City of Selma business license while conducting work under this contract. The proposal should include confirmation that the proposer agrees to obtain a business license if selected.

13. Standard Agreement: Include a statement that the proposer agrees to provide services pursuant to the terms of the City's standard services agreement (attached) and identifying any proposed revisions to that agreement

14. References: Provide at least 3 customer references. References should be California cities and similar in size and nature to the City of Selma. Provide reference name, title, organization, address, phone number, and email address.

15. Supplemental Materials: Include supplemental information, if any, such as a firm brochure, fees for additional services, etc., at the end of the proposal

City of Selma RFP – Automated Agenda Workflow Program & Meeting Video
Streaming/Archiving

SELECTION CRITERIA:

The City will establish a screening committee that will review and rank all the proposals received. The City may decide to invite only the top ranked proposers to interview with and

City of Selma RFP – Automated Agenda Workflow Program & Meeting Video Page 7 of 8
Streaming/Archiving

present to the City. The City may invite the most qualified proposer to refine its proposal and negotiate a consultant services agreement.

Below is the list of key criteria that the City will evaluate when selecting the consultant or consultant team: -Proposer's ability to meet the requirements established and desired functionality in this

RFP -Proposer's expertise and experience in implementing similar projects in California municipalities -Firm's understanding of the City of Selma's desires and general approach to the project -Firm's ability to perform quality work, control costs, and meet time schedules -Firm's technical ability, capacity, and flexibility to perform the Scope of Work -Clarity and quality of proposal -Total cost of proposal

DISCRETION & LIABILITY WAIVER:

The City of Selma will not reimburse responding proposers for any expenses incurred in preparing proposals in response to this request.

The City reserves the right to reject all proposals or to request and obtain, from one or more of the businesses submitting proposals, supplementary information as may be necessary for City staff to analyze. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation process. The City may require proposers to participate in additional rounds of more refined submittals before the final selection of a vendor is made. The City may negotiate with one or more proposers, and may contract with one or more proposers as the City deems appropriate.

By submitting a response to this RFP, proposers waive all rights to protest or seek any legal remedies regarding any aspect of this RFP. Although it is the City's intent to choose the most qualified proposal, the City reserves the right to choose any number of qualified proposals and to reject all proposals.

City of Selma RFP – Automated Agenda Workflow Program & Meeting Video
Streaming/Archiving

PROPOSAL INQUIRIES:

All questions regarding this RFP should be directed to:

Reyna Rivera, City Clerk City of Selma 1710 Tucker Street | Selma, CA 93662

reynar@cityofselma.com | 559.891.2200 ext 3104

SAMPLE

City of Selma RFP – Automated Agenda Workflow Program & Meeting Video
Streaming/Archiving

City of Selma Standard Service Contract

This agreement is made at Selma, California by and between the City of Selma, a municipal corporation (“City”), and _____ (“Consultant”), who agree that:

Purpose of Contract. This is a contract for _____ as more specifically described in Exhibit A of this agreement (“Scope of Work”).

Term. The term of this agreement commences on (check one): ☐ the date last signed below ☐ _____ (“Effective Date”) and extends through _____ or the completion of the project, whichever occurs first. This agreement may be renewed for successive ____ year terms by a letter agreement between the parties provided, however, that the total term of such renewals may not extend more than six years beyond the Effective Date.

Payment. City shall pay Consultant for work product produced pursuant to this agreement an amount not to exceed the total sum of _____ dollars (\$_____) for work to be performed and any authorized reimbursable costs. This is a (check one): ☐ Time and Materials ☐ Lump Sum contract. If this is a Time and Materials Contract, the Consultant’s hourly rates are set forth in the Scope of Work. Consultant is *not authorized* to undertake any efforts or incur any costs whatsoever under the terms of this agreement until receipt of a fully executed agreement from the City of Selma.

	City of Selma	
Primary Representative:		
Address:		
Telephone: Fax: Cell Phone:		
E-mail:		

Contract Administration. The primary representatives of City and Consultant for Contract administration are listed below. The City’s primary representative is the Administrator.

Insurance. Consultant agrees to procure and maintain insurance as required by the provisions set forth in Exhibit B. Certificates of such insurance and copies of the insurance policies and endorsements shall be delivered to City within ten (10) days after being notified of the award of the contract, and before execution of this agreement by the City.

General Provisions. City and Consultant agree to and shall abide by the general provisions set forth in Exhibit C.

City of Selma RFP – Automated Agenda Workflow Program & Meeting Video
Streaming/Archiving

Supplemental Provisions. This agreement includes supplemental provisions described in connection with each box checked below:

☐ This agreement is funded in whole or in part by an entity other than City. Consultant shall comply with all rules and regulations required by such funding entity. Applicable funding entity requirements are set forth in Exhibit D. Nothing in this paragraph or in the funding entity requirements shall be construed to relieve Consultant of its duty to ensure that it is in compliance with all applicable laws and regulations.

Exhibits. All exhibits referred to in this agreement are attached hereto and are by this reference incorporated herein and made a part of this agreement.

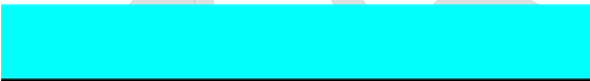
Entire Agreement. This agreement supersedes any and all agreements, either oral or written, between the parties with respect to Consultant's completion of the Scope of Work on behalf of City and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. No amendment, alteration, or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto.

Authority to Execute Agreement. Each individual executing this agreement represents that he or she is duly authorized to sign and deliver the agreement on behalf of the party indicated and that this agreement is binding on such party in accordance with its terms. This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

Consultant

City of Selma



Ken Grey, City Manager

Consultant Name/ Contract Description:

ATTEST:

APPROVED AS TO FORM:

Reyna Rivera, City Clerk

Neal Costanzo, City Attorney

City of Selma RFP – Automated Agenda Workflow Program & Meeting Video
Streaming/Archiving

Exhibit A Scope of Work

Consultant shall complete the following scope of work: [insert scope of work or reference to one or more attachments – Attachment(s) should be labeled “Exhibit A-1, Exhibit A-2 etc. Be sure to include Consultant’s hourly rates for Time and Materials Contracts and to list any authorized subcontractors].

In the event of a conflict between the terms of this agreement and this Exhibit A or any of the exhibits referenced in this Exhibit A the terms of the agreement shall govern.

-End of Exhibit A-Exhibit B

Insurance

The insurance requirements listed below that have an “X” indicated in the space before the requirement apply to this agreement together with the general requirements.

Consultant shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide certificates of insurance complete with copies of all required endorsements to: Risk Manager, City of Selma, 1710 Tucker Street, Selma, CA 93662 with a copy to the Primary Representative listed in section 4 on page 1. During the term of this agreement Consultant shall ensure that its broker(s)/agent(s) provide the Risk Manager and Primary Representative with updated certificates of insurance reflecting continued satisfaction of the requirements of this agreement together with updated endorsements in the event of a change in the underlying insurance policy(ies).

All endorsements shall be signed by a person authorized by that insurer to bind coverage on its behalf. City has the right to require Consultant’s insurer to provide complete, certified copies of all required insurance policies. As described in more detail below, the City, its officers, officials, employees, agents, and volunteers are to be covered as insureds.

All certificates and endorsements must be received and approved by City before work commences.

Insurance Requirements

☐ ☐ Commercial General/Business Liability Insurance with coverage at least as broad as indicated:

☐ ☐ \$2,000,000 per occurrence/\$2,000,000 aggregate limits for bodily injury and property damage ☐ Coverage for X, C, U hazards MUST be evidenced on the Certificate of Insurance

☐ ☐ Auto Liability Insurance with coverage as indicated:

☐ ☐ \$2,000,000 combined single limit for bodily injury and property damage

☐ ☐ \$500,000 combined single limit for bodily injury and property damage

City of Selma RFP – Automated Agenda Workflow Program & Meeting Video
Streaming/Archiving

___ Garage keepers' extra liability endorsement to extend coverage to all vehicles in the care, custody and control of the consultant, regardless of where the vehicles are kept or driven.

☐ ___ Professional/Errors and Omissions ("E&O") Liability with coverage as indicated:

☐ ___ \$1,000,000 per loss/ \$2,000,000 aggregate ___ \$5,000,000 per loss/ \$5,000,000 aggregate

☐ ___ Workers' Compensation required by the State of California, with statutory limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

The Employer's Liability policy shall be endorsed to waive any right of subrogation against the City, its employees or agents.

All subcontractors used must comply with the above requirements except as noted below:



General Requirements

As to all of the checked insurance requirements above, the following shall apply:

1. Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

☐ The City, its officers, officials, employees, agents and volunteers (each an "additional insured") are to be covered as insureds with the same coverage and limits available to the named insured regarding: liability arising out of activities performed by or on behalf of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of the protection afforded to the City, its officers, officials, employees, agents or volunteers. Any available insurance proceeds broader than or in excess of the minimum insurance coverage requirements and/or limits specified in this agreement shall be available to the additional insured. The requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. The additional insured coverage under Consultant's policy shall be "primary and non-contributory" and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13. This requirement does not apply to errors and omissions insurance.

☐ Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

City of Selma RFP – Automated Agenda Workflow Program & Meeting Video
Streaming/Archiving

□ The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Deductibles and Self Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials and employees; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

3. Waiver of Subrogation. Consultant hereby grants to City a waiver of any right to subrogation which any insurer of Consultant may acquire against City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether City has received a waiver of subrogation endorsement from the insurer.

4. Verification of Coverage. Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this Exhibit. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require at any time complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications and failure to exercise this right shall not constitute a waiver of any of City's rights pursuant to this agreement.

5. Maintenance of Coverage. Consultant shall not cancel, assign, or change any policy of insurance required by this agreement or engage in any act or omission that will cause its insurer to cancel any insurance policy required by this agreement except after providing 30 days prior notice to the City. If an insurance policy required by this agreement is unilaterally cancelled or changed by the insurer, Consultant shall immediately provide written notice to the City and obtain substitute insurance meeting the requirements of this agreement. Nothing in this paragraph relieves Consultant of its obligation to maintain all insurance required by this agreement at all times during the term of the agreement.

6. Claims Made Policies. If any of the required policies provide claims-made coverage, the coverage shall be maintained for a period of five years after completion of the contract. Consultant may satisfy this requirement by renewal of existing coverage or purchase of either prior acts or tail coverage applicable to said five-year period.

7. Acceptability of Insurers. Insurance is to be placed with insurers with a Bests' rating of no less than A: VII.

City of Selma RFP – Automated Agenda Workflow Program & Meeting Video
Streaming/Archiving

8. Subcontractors. Consultant agrees to include with all subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Consultant shall agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to the City under this agreement. Subcontractors shall further agree to include these same provisions with any sub-subcontractor. Consultant shall provide subcontractor with a copy of the indemnity and insurance provisions of this agreement as a part of Consultant's subcontract with subcontractor. Consultant shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and will provide proof of compliance to the City.

9. Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

End of Exhibit B-Exhibit C

General Provisions

1. INDEPENDENT CONTRACTOR. City requires the services of a qualified consultant to provide the work product described in Exhibit A because it lacks the qualified personnel to provide the specified work product. Consultant is qualified to provide the required work product and is agreeable to providing such work product on the terms and conditions in this agreement.

1.1 In General. At all times during the term of this agreement, Consultant shall be an independent contractor and shall not be an employee of City. Consultant shall complete the Scope of Work hereunder in accordance with currently approved methods and practices in Consultant's field. No relationship of employer and employee is created by this agreement between the City and Consultant or any subcontractor or employee of Consultant. City shall have the right to control Consultant only with respect to specifying the results to be obtained from Consultant pursuant to this agreement. City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this agreement. Any terms in this agreement referring to direction from City shall be construed as providing for direction as to policy and the result of the Consultant's work only, and not as to the means by which such a result is obtained.

1.2 Non-Exclusive Contract. Nothing contained in this agreement shall be construed as limiting the right of Consultant to engage in Consultant's profession separate and apart from this agreement so long as such activities do not interfere or conflict with the performance by Consultant of the obligations set forth in this agreement. Interference or conflict will be determined at the sole discretion of the City.

City of Selma RFP – Automated Agenda Workflow Program & Meeting Video
Streaming/Archiving

1.3 Standard of Care. Consultant shall complete the Scope of Work required pursuant to this agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. All work product of whatsoever nature which Consultant delivers to City pursuant to this agreement shall be prepared in a substantial, first class and workmanlike manner and conform to the standards of quality normally observed by a person practicing in Consultant's profession.

1.4 Qualifications. Consultant represents and warrants to City that the Consultant is qualified to perform the services as contemplated by this agreement and that all work performed under this agreement shall be performed only by personnel under the supervision of the Consultant as an employee or, if authorized by the Scope of Work, a subcontractor. All personnel engaged in the work shall be fully qualified and shall be authorized, licensed and certified under state and local law to perform such work if authorization, licensing or certification is required. The Consultant shall commit adequate resources and time to complete the project within the project schedule specified in this agreement.

1.5 Use of City Equipment. City shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Consultant, or by any of its employees, even though such equipment be furnished, rented or loaned to Consultant by City.

1.6 Payment of Taxes and Other Expenses. Should City, in its discretion, or a relevant taxing authority, including, but not limited to the Internal Revenue Service or the State Employment Development Division, determine that the Consultant is an employee for purposes of collection of any employment taxes, the amounts payable under this agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by the Consultant which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by the Consultant for City, upon notification of such fact by the City, the Consultant shall promptly remit such amount due or arrange with the City to have the amount due withheld from future payments to the Consultant under this agreement (again, offsetting any amounts already paid by the Consultant which can be applied as a credit against such liability). Any determination of employment status above shall be solely for the purposes of the particular tax in question, and for all other purposes of this agreement, The Consultant shall not be considered an employee of City. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that the Consultant is an employee for any other purpose, then the Consultant agrees to a reduction in the City's financial liability so that the City's total expenses under this agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that the Consultant was not an employee.

2. COMMUNICATION AND NOTICES. The Administrator designated in section 4 on page 1 of this agreement is authorized to receive information, interpret and define City's policies consistent with this agreement, and communicate with Consultant concerning this agreement. All
City of Selma RFP – Automated Agenda Workflow Program & Meeting Video
Streaming/Archiving

correspondence and other communications shall be directed to or through the Administrator or the Administrator’s designee.

2.1 In General. All notices or communication concerning a party's compliance with the terms of this agreement shall be in writing and may be given either personally, by certified mail, return receipt requested, or by overnight express carrier. The notice shall be deemed to have been given and received on the date delivered in person or the date upon which the postal authority or overnight express carrier indicates that the mailing was delivered to the address of the receiving party. The parties shall make good faith efforts to provide advance courtesy notice of any notices or communications hereunder via e-mail. However, under no circumstances shall such courtesy notice satisfy the notice requirements set forth above; nor shall lack of such courtesy notice affect the validity of service pursuant to the notice requirement set forth above.

2.2 Addresses for Notice. Notices or communications shall be given to the parties at the addresses set forth in section 4 (“Contract Administration”) unless otherwise designated in a written notice to the other party. In addition, notices to City shall be copied to:

	Reyna Rivera City Clerk City of Selma 1710 Tucker Street Selma, CA 93662
--	--

These copies shall not constitute notice.

2.3 Change of Address. Any party hereto, by giving ten (10) days written notice to the other, may designate any other address as substitution of the address to which the notice or communication shall be given.

3. PAYMENT. The payments specified in this paragraph shall be the only payments to be made to Consultant in connection with Consultant’s completion of the Scope of Work pursuant to this agreement. Reimbursable expenses shall be billed only at their actual cost. Consultant shall submit all billings to City and City shall pay such billings in the manner specified in this paragraph. Payment shall be made payable to Consultant and delivered to the address specified in section 4 on page 1 of this agreement. The making of any payment by City, or the receipt thereof by the Consultant, shall in no way lessen the liability of the Consultant to correct or revise unsatisfactory work, even though the unsatisfactory character of such work may not have been apparent or detected at the time such payment was made. City may withhold payment to Consultant in any instance in which the Consultant has failed or refused to satisfy any material obligation provided for in this agreement. In no event shall City be liable for interest or late charges for any late payments.

City of Selma RFP – Automated Agenda Workflow Program & Meeting Video
Streaming/Archiving

3.1 Time and Materials. If this contract is designated as a Time and Materials contract, invoicing and payment shall be as follows:

(a) Consultant shall submit invoices, not more often than once a month during the term of this agreement, based on the cost for work performed in accordance with the Rate Schedule in the Scope of Work and authorized reimbursable expenses incurred prior to the invoice date. Invoices shall contain the following information:

(i) Serial identifications of bills, i.e., Bill No. 1;

(ii) The beginning and ending dates of the billing period;

(iii) A summary containing the total contract amount, the amount of prior billings, the total due this period, percentage of work completed, the remaining balance available for all remaining billing periods, and a brief description of work completed during the billing period.

(b) City shall make monthly payments, based on such invoices, for satisfactory progress in completion of the Scope of Work, and for authorized reimbursable expenses incurred.

3.2 Lump Sum. If this contract is designated as a Lump Sum contract on page 1 following completion of the work Consultant shall submit a single invoice containing the beginning and ending dates of the billing period and the total contract amount. City shall make a single payment, based on such invoice, for satisfactory completion of the Scope of Work.

4. CONTRACTOR NOT AGENT. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this agreement to bind City to any obligation whatsoever.

5. BENEFITS AND TAXES. Consultant shall not have any claim under this agreement or otherwise against City for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, insurance benefits, social security, disability, unemployment, workers compensation or employee benefits of any kind. Consultant shall be solely liable for and obligated to pay directly all applicable taxes, including, but not limited to, federal and state income taxes, and in connection therewith Consultant shall indemnify and hold City harmless from any and all liability that City may incur because of Consultant's failure to pay such taxes. City shall have no obligation whatsoever to pay or withhold any taxes on behalf of Consultant.

6. ASSIGNMENT PROHIBITED. The services to be performed by the Consultant are personal in character and no party to this agreement may assign any right or obligation under this agreement. Any attempted or purported assignment of any right or obligation under this agreement shall be void and of no effect. However, with the consent of the City given in writing, Consultant is entitled to subcontract such portions of the work to be performed under this agreement as may be specified by City.

City of Selma RFP – Automated Agenda Workflow Program & Meeting Video
Streaming/Archiving

7. PERSONNEL. Consultant shall assign only competent personnel to complete the Scope of Work pursuant to this agreement. In the event that City, in its sole discretion, at any time during the term of this agreement, desires the removal of any such persons, Consultant shall, immediately upon receiving notice from city of such desire of City, cause the removal of such person or persons from work in connection with the Scope of Work.

8. CONFLICT OF INTEREST.

8.1 In General. Consultant understands that its professional responsibility is solely to City. Consultant represents and warrants that it presently has no interest, and will not acquire any direct or indirect interest, that would conflict with its performance of this agreement. Consultant shall not employ or subcontract with a person having such an interest in the performance of this agreement.

8.2 Subsequent Conflict of Interest. Consultant agrees that if an actual or potential conflict of interest on the part of Consultant is discovered after award, the Consultant will make a full disclosure in writing to the City. This disclosure shall include a description of actions, which the Consultant has taken or proposes to take, after consultation with the City to avoid, mitigate, or neutralize the actual or potential conflict. Within 45 days, the Consultant shall have taken all necessary steps to avoid, mitigate, or neutralize the conflict of interest to the satisfaction of the City.

8.3 Interests of City Officers and Staff. No officer, member or employee of City and no member of the City Council shall have any pecuniary interest, direct or indirect, in this agreement or the proceeds thereof. Neither Consultant nor any member of any Consultant's family shall serve on any City board or committee or hold any such position which either by rule, practice or action nominates, recommends, or supervises Consultant's performance of the Scope of Work or authorizes funding to Consultant.

9. COMPLIANCE WITH LAWS

9.1 In General. Consultant shall keep itself fully informed of and comply with all laws, policies, general rules and regulations established by City and shall comply with the common law and all laws, ordinances, codes and regulations of governmental agencies, (including federal, state, municipal and local governing bodies) applicable to the performance of the Scope of Work hereunder.

9.2 Licenses and Permits. Consultant represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession. In addition to the foregoing, Consultant shall obtain and maintain during the term hereof a valid City of Selma Business License.

City of Selma RFP – Automated Agenda Workflow Program & Meeting Video
Streaming/Archiving

10. WORK PRODUCT AND RECORDS

10.1 Property of City. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda or other written documents or materials prepared by Consultant pursuant to this agreement shall become the property of City upon completion of the work to be performed hereunder or upon termination of this agreement. Without limiting the generality of the foregoing, if, in connection with services performed under this agreement, the Consultant or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of City. If it is ever determined that any works created by the Consultant or its subcontractors under this agreement are not works for hire under U.S. law, the Consultant hereby assigns all copyrights to such works to City, grants City a royalty-free, exclusive, and irrevocable license to reproduce, publish, use, and to authorize others to do so, all such works and agrees to provide any material and execute any documents necessary to effectuate such assignment and license. The Consultant may retain and use copies of such works for reference and as documentation of its experience and capabilities.

10.2 Intellectual Property. Consultant represents and warrants that it has the legal right to utilize all intellectual property it will utilize in the performance of this agreement. Consultant further represents that it shall ensure City has the legal right to utilize all intellectual property involved in and/or resulting from Consultant's performance of this agreement. Consultant shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this agreement.

10.3 Retention of Records. Until the expiration of five years after the furnishing of any services pursuant to this agreement, Consultant shall retain and make available to the City or any party designated by the City, upon written request by City, this agreement, and such books, documents and records of Consultant (and any books, documents, and records of any subcontractor(s)) that are necessary or convenient for audit purposes to certify the nature and extent of the reasonable cost of services to City.

10.4 Use of Recycled Paper and Electronic Documents. Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper. Documents shall be printed on both sides of the page and City shall be provided with electronic copies of documents (in Word or .pdf format) except where unusual circumstances make it infeasible to do so.

City of Selma RFP – Automated Agenda Workflow Program & Meeting Video
Streaming/Archiving

11. CONFIDENTIAL INFORMATION. Consultant shall hold any confidential information received from City in the course of performing this agreement in trust and confidence and will not reveal such confidential information to any person or entity, either during the term of the agreement or at any time thereafter. Upon expiration of this agreement, or termination as provided herein, Consultant shall return materials which contain any confidential information to City. Consultant may keep one copy for its confidential file. For purposes of this paragraph, confidential information is defined as all information disclosed to Consultant which relates to City's past, present, and future activities, as well as activities under this agreement, which information is not otherwise of public record under California law.

12. RESPONSIBILITY OF CONSULTANT. Consultant shall take all responsibility for the work, shall bear all losses and damages directly or indirectly resulting to Consultant, to any subcontractor, to the City, to City officers and employees, or to parties designated by the City, on account of the performance or character of the work, unforeseen difficulties, accidents, occurrences or other causes to the extent predicated on active or passive negligence of the Consultant or of any subcontractor.

13. INDEMNIFICATION. Consultant and City agree that City, its employees, agents and officials shall be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court costs or any other cost incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part, to the performance of this agreement as set forth below. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to the City. Consultant acknowledges that City would not enter into this agreement in the absence of the commitment of Consultant to indemnify and protect City as set forth below.

13.1 General Indemnity. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless City, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs (including, without limitation, costs and fees of alternative dispute resolution and litigation) of any kind whatsoever without restriction or limitation, incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part, to Consultant, or its employees, agents, or subcontractors. All obligations under this provision are to be paid by Consultant as they are incurred by the City.

13.2 Duty to Defend. In addition to Consultant's obligation to indemnify City, Consultant shall defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its councilmembers, officers, and employees, immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Consultant are responsible for the claim does not relieve Consultant from its separate and distinct obligation to defend. The obligation to defend extends through final judgment, including exhaustion of any

City of Selma RFP – Automated Agenda Workflow Program & Meeting Video
Streaming/Archiving

appeals. The defense obligation includes an obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused solely by the negligence or willful misconduct of an indemnified party, Consultant may submit a claim to the City for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the indemnified party.

13.3 Limitation on Indemnity. Without affecting the rights of City under any provision of this agreement or this section, Consultant shall not be required to defend, indemnify, and hold harmless City as set forth above for liability attributable to the sole fault of City, provided such sole fault is determined by agreement between the parties or the findings of a court of competent jurisdiction. This exception will apply only in instances where the City is shown to have been solely at fault and not in instances where Consultant is solely or partially at fault or in instances where City's fault accounts for only a percentage of the liability involved. In those instances, the obligation of Consultant will be all-inclusive and City will be held harmless, indemnified, and defended for all liability incurred, even though a percentage of the liability is attributable to conduct of the City.

13.4 Acknowledgement. Consultant acknowledges that its obligation pursuant to this section extends to liability attributable to City, if that liability is less than the sole fault of City. Consultant has no obligation under this agreement for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of City.

13.5 Scope of Consultant Obligation. The obligations of Consultant under this or any other provision of this agreement will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its employees and officials.

13.6 Subcontractors. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, sub tier contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance or subject matter of this agreement.

13.7 No Waiver. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns, or heirs of Consultant and shall survive the termination of this agreement or this section. For purposes of Section 2782 of the Civil Code the parties hereto recognize and agree that this agreement is not a construction contract. By execution of this agreement, Consultant acknowledges and agrees that it has read and understands the provisions hereof and that this paragraph is a material element of consideration. City approval of insurance required by this agreement does not relieve the Consultant or subcontractors from liability under this section.

City of Selma RFP – Automated Agenda Workflow Program & Meeting Video
Streaming/Archiving

13.8 Relation to Insurance Obligations. The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement.

14. DEFAULT AND REMEDIES.

14.1 Events of default. Each of the following shall constitute an event of default hereunder:

(a) Failure by Consultant to perform any obligation under this agreement and failure to cure such breach immediately upon receiving notice of such breach, if the breach is such that the City determines the health, welfare, or safety of the public is immediately endangered; or

(b) Failure by either party to perform any obligation under this agreement and failure to cure such breach within fifteen (15) days of receiving notice of such breach (except for breaches subject to subparagraph (a), above); provided that if the nature of the breach is such that the non-breaching party determines it will reasonably require more than fifteen (15) days to cure, the breaching party shall not be in default if it promptly commences the cure and diligently proceeds to completion of the cure.

14.2 Remedies upon default. Upon any default, the non-defaulting party shall have the right to immediately suspend or terminate this agreement, seek specific performance and/or seek damages to the full extent allowed by law. City shall have the right to contract with another party to perform this agreement

14.3 No Waiver. Failure by City to seek any remedy for any default hereunder shall not constitute a waiver of any other rights hereunder or any right to seek any remedy for any subsequent default.

15. TERMINATION. Either party may terminate this agreement with or without cause by providing 10 days notice in writing to the other party. The City may terminate this agreement at any time without prior notice in the event that Consultant commits a material breach of the terms of this agreement. Upon termination, this agreement shall become of no further force or affect whatsoever and each of the parties hereto shall be relieved and discharged from the rights and obligations of this agreement, subject to payment for acceptable services rendered prior to the expiration of the notice of termination and delivery to City of any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this agreement, and any completed or partially completed work which, if this agreement had been completed, would have been required to be furnished to City.

Notwithstanding the foregoing and section 2 on page 1, this section and the provisions of this agreement concerning insurance (Exhibit B), Funding Agency Requirements (as set forth in Exhibit D if applicable), Work Product and Records, Confidential Information, Responsibility of Consultant, Indemnification, Default and Remedies, Litigation, and Jurisdiction and Severability shall survive termination or expiration of this agreement.

City of Selma RFP – Automated Agenda Workflow Program & Meeting Video
Streaming/Archiving

16. DISPUTE RESOLUTION. The parties shall make a good faith effort to settle any dispute or claim arising under this agreement. If the parties fail to resolve such disputes or claims, they shall submit them to non-binding mediation in California at shared expense of the parties for at least 8 hours of mediation. If mediation does not arrive at a satisfactory result, arbitration, if agreed to by all parties, or litigation may be pursued. In the event any dispute resolution processes are involved, each party shall bear its own costs and attorneys fees.

17. LITIGATION. If any litigation is commenced between parties to this agreement concerning any provision hereof or the rights and duties of any person in relation thereto, each party shall bear its own attorneys' fees and costs.

18. JURISDICTION AND SEVERABILITY. This agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this agreement shall be in that state and venue shall be in Santa Clara County, California. If any part of this agreement is found to conflict with applicable laws, such part shall be inoperative, null and void insofar as it conflicts with said laws, but the remainder of this agreement shall be in full force and effect.

19. NOTICE OF NON-RENEWAL. Consultant understands and agrees that there is no representation, implication, or understanding that the City will request that work product provided by Consultant under this agreement be supplemented or continued by Consultant under a new agreement following expiration or termination of this agreement. Consultant waives all rights or claims to notice or hearing respecting any failure by City to continue to request or retain all or any portion of the work product from Consultant following the expiration or termination of this agreement.

20. PARTIES IN INTEREST. This agreement is entered only for the benefit of the parties executing this agreement and not for the benefit of any other individual, entity or person.

21. WAIVER. Neither the acceptance of work or payment for work pursuant to this agreement shall constitute a waiver of any rights or obligations arising under this agreement. The failure by the City to enforce any of Consultant's obligations or to exercise City's rights shall in no event be deemed a waiver of the right to do so thereafter.

-End of Exhibit C-Exhibit D

Funding Agency Requirements

[Delete this Exhibit if Not Applicable]

This agreement is funded in part pursuant to the contract between City and _____
[Insert Name of Funding Agency] ("Funding Agency") attached hereto as Exhibit D-1 ("Funding Agreement"). In recognition of the Funding Agreement City and Consultant agree that:

City of Selma RFP – Automated Agenda Workflow Program & Meeting Video
Streaming/Archiving

All contractual provisions required by the Funding Agreement are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all Funding Agreement-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause the City to be in violation of the Funding Agreement terms and conditions.

If Consultant claims or receives payment from City for a service, reimbursement for which is later disallowed by the Funding Agency, the Consultant shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset the amount disallowed from any payment due or to become due to Consultant under this agreement or any other agreement.

City may terminate or suspend performance of this agreement if Funding Agency suspends or terminates funding pursuant to the terms of the Funding Agreement. In the event of suspension or termination City shall be obligated to fund only that portion of Consultant's work performed prior to the suspension or termination that is not funded by the Funding Agreement.

By executing this agreement, the Consultant certifies that the Consultant is not suspended, debarred or otherwise excluded from participation in the program(s) supported by the Funding Agreement. Consultant acknowledges that this certification of eligibility to receive Funding Agency funds is a material term of the agreement.

-End of Exhibit D-

Exhibit E Supplemental Provisions

[Delete this Exhibit if Not Applicable]

City of Selma RFP – Automated Agenda Workflow Program & Meeting Video
Streaming/Archiving

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

August 17, 2015

ITEM NO: 8 .

SUBJECT: Amendment to the Sign Ordinance Adding Section 6-5 to Chapter 28 of Title XI of the Selma Municipal Code-*First Reading and Introduction*

BACKGROUND:

The City of Selma has had the opportunity to develop two murals that represent various artistic, ethnic and historical aspects of the community to current and future generations, as well as visitors to Selma. At present, there is no ordinance in place to monitor this type of art. With no ordinance in place a mural could be developed with no oversight of the content.

The Selma Arts Council is an advisory body that works to assist in arts policy/programming in the community. They work cooperatively with the Selma Arts Foundation to secure the funding and necessary resources to enable the arts to be staged locally.


DISCUSSION:

The attached amendment to the City of Selma Sign Ordinance adds a section that addresses murals and would give guidance to those wanting to develop them. The Selma Arts Council would be the reviewing body that would initially review proposed mural designs. They would either approve them with adjustments or not allow the mural to further develop.

As in all City ordinances there is an appeal process which allows those proponents that feel they have been treated unfairly the opportunity to appeal the mural decision to the Selma City Council. The appeal must be made within 10 days of the original Arts Council meeting which denies the mural or its content.

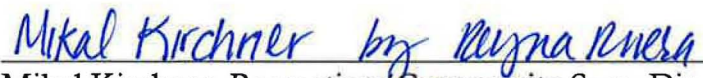
<u>COST:</u> (Enter cost of item to be purchased in box below)		<u>BUDGET IMPACT:</u> (Enter amount this non-budgeted item will impact this years' budget in box below – if budgeted, enter NONE).
N/A		NONE.
<u>FUNDING:</u> (Enter the funding source for this item in box below – if fund exists, enter the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

RECOMMENDATION: Waive first reading and introduce Ordinance Adding New Section 6-5 to Chapter 28 of Title XI of the Selma Municipal Code entitled Murals and schedule public hearing for next regular meeting of the Selma City Council.


 Roseann Galvan, Administrative Analyst

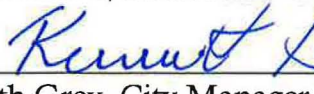
August 11, 2015

Date


 Mikal Kirchner, Recreation/Community Svcs. Dir.

8-13-15

Date


 Kenneth Grey, City Manager

8/13/2015

Date

ORDINANCE NO. 2015 –__

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SELMA
ESTABLISHING GUIDELINES FOR MURALS IN THE CITY OF SELMA,
ADDING SECTION 6-5 TO CHAPTER 28 OF TITLE XI OF
THE SELMA MUNICIPAL CODE**

WHEREAS, the Selma City Manager directed staff to initiate an amendment to the Selma Municipal Code establishing a process and regulations related to the creating of murals as a form of public art in the City of Selma; and

WHEREAS, the purpose of this Section is to provide opportunities for art citywide that will contribute to livable, aesthetically pleasing and pedestrian friendly streetscapes in accordance with the goals and objectives of the City's General Plan; and

WHEREAS, Promoting murals of historical or community significance will assist in educating residents and visitors about the City; and

WHEREAS, This Section will promote the local economy, tourism and City beautification efforts by establishing standards for murals, their location and design; and

WHEREAS, the location and size of murals within the City of Selma influence the City's visual environment, appeal, and character; and

WHEREAS, the appearance of the community is essential to the City of Selma's long-term economic viability, aesthetic culture, and quality of life for its citizens; and

WHEREAS, excessive Murals may create an overall image of blight and contribute to a reduction in property values and business in the surrounding areas.

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

Section 1, Chapter 28 of Title XI, entitled Sign Regulations is hereby amended to add a Section 6-5 to read as follows:

11-28-6-5 **GUIDELINES FOR MURALS**

(A) Definitions. The following words and phrases, whenever used in this Section, shall have the meanings defined in this subdivision unless the context clearly requires

- (1) MURAL A permanent picture painted directly on an exterior wall or on panels affixed to exterior walls.
- (2) MURAL PERMIT A permit issued by the City of Selma authorizing the painting of a mural within the City of Selma.

(B) Purpose. The purpose of this Section is to provide opportunities for art citywide that will contribute to livable, aesthetically pleasing and pedestrian friendly streetscapes in accordance with the goals and objectives of the City's General Plan. Promoting murals of historical or community significance will assist in educating residents and visitors about the City. This Section will promote the local economy, tourism and City beautification efforts by establishing standards for murals, their location and design.

- (1) Application Required: Applications for a Mural Permit shall be filed with the City Planning Department. Such applications shall include the following:
 - a The address and assessor's parcel number for the property.
 - b Written consent of the property owner or authorized representative.
 - c. A description of the proposed mural, both in written and picture/design form, including a size estimate for the mural.
 - d. Any other information the Planning Director deems necessary in describing whether the mural will comply with this Section.
- (2) Application Fee: The application for a Mural Permit shall be accompanied by a fee established by the Resolution of the City Council.
- (3) Location: Murals may be located on the sides of buildings and walls on property in any commercial and industrial zone district (C-1, C-2, C-3, M-1, M-2) within the City of Selma.
- (4) Criteria for Design of Murals:

- a. The subject matter of the mural shall be of historical or community significance regarding the growth and development of the City of Selma and the region. A mural may not contain text, registered trademarks, logos or business advertising unless such items fall within the guidelines of this Section.
 - b. The paint and materials to be used shall be appropriate for use in an outdoor locale, for an artistic rendition and shall be of a permanent, long-lasting variety.
 - c. The mural shall be designed and painted by mural artists with knowledge in the design and painting of such projects. Mural artists must demonstrate their knowledge by providing photographs of murals they have painted or by providing evidence of their experience.
 - d. To the extent feasible, the mural shall be resistant to acts of vandalism, such as graffiti.
 - e. Murals shall be subject to review by the Selma Arts Council, or individual designated by the City Manager, every two (2) years or as needed to determine physical condition and maintenance.
- (5) Mural Permit and Design Approval: Prior to painting, installation and execution of a mural, an application shall be submitted to the Planning Department and approved by the Selma Arts Council, subject to appeal as described in this section. The application shall include all the criteria detailed in Section 4-2, including a detailed drawing or sketch of the mural and other details as prescribed on the application. As required under Section 4-2-8(A), the application shall provide proof that permission from the property owner has been secured for the wall on which the mural will be applied; this will require written authorization by the property owner.
- (6) Selma Arts Council Review of Mural Permit: The Recreation/Community Services Director shall forward the application for a Mural Permit, with comments, to the Selma Arts Council. The Arts Council shall review and approve, approve with

modifications, or deny the Mural Permit as submitted according to the criteria set forth in this section. A mural application shall otherwise be processed in accordance with section 11-16-15 of this code as an administrative conditional use permit, subject to approval of the Selma Arts Council.

- (7) **Appeal Process:** Within ten (10) days of the Selma Arts Council's decision on a Mural Permit, any interested party may appeal a decision of the Arts Council regarding a Mural Permit application. The appeal must be in writing and must be filed with the City Clerk within 10 days of the action by the Arts Council. The appeal shall state specifically wherein the decision of the Arts Council was inappropriate. Following public notice and public hearing, the appeal shall be considered by the City Council. Action of the City Council shall be considered final.

SECTION 2. **No Mandatory Duty of Care.** This ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or parties within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise provided by law.

SECTION 3. **Severability.** If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application. To this end, the provisions of the ordinance are severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

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 August 17, 2015, regular City Council meeting and duly adopted at a regular meeting of the City of Selma on the ____th day of _____, 2015 by the following vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Scott Robertson, Mayor of the City of Selma

ATTEST:

Reyna Rivera
City Clerk of the City of Selma

APPROVED AS TO FORM:

Neal E. Costanzo, Selma City Attorney

DAILY JOBS REPORT

Act Descrip	All Parks	Basin	Brentlinger Pk	Other	Berry Pk	Lincoln Pk	LLMD #1	LLMD #2	LLMD #3	LLMD #4	LLMD #5	LLMD #7	LLMD #8	City Hall	Fire Dept	Corp Yard	Islands	Pioneer Village	Downtown	Peter Ringo	Medians	Nebraska Pond	Home	Police Dept	Pocket Park	Mark's Pond	Little League Pk	Senior Center	Shafer Park	Streets	Salazar	Pump Stations	Total Of Hours
Ball Diamond Work																													1.5				1.5
Cleaning (outside)	21		27.5			6	5	2.5		0.5	4.5		4	0.5			40.75	1	6.5	0.5	16								0.5			0.25	137
Custodial Work	1.5													5		3								5				7.5					22
Electrical work																													3				3
Graffiti			1																	0.5													1.5
Hauling/Loading			5.5											2	1.5																		9
Mechanical																1.5																	1.5
Meetings														2																			2
Mowing/Renovating		0.5	7.5	3	1	1	2	2		3	1.5		2.5	0.5	0.5	0.5	3.5		2	3		2.5			0.5	2	0.5		4.5		1	0.5	45.5
New Construction																0.5																	0.5
Removal			15	0.5												2																	17.5
Repairing								2	1			1	2				10.5	3		1									7				27.5
Sick Leave																							6										6
Sweeping																														32.5			32.5
Vacation Leave																							13										13
TOTAL	22.5	0.5	56.5	3.5	1	7	7	6.5	1	3.5	6	1	8.5	10	2	7.5	54.75	4	8.5	5	16	2.5	19	5	0.5	2	0.5	7.5	16.5	32.5	1	0.75	320

LLMD WEEKLY REPORT

Job Date	LLMD #1	LLMD #2	LLMD #3	LLMD #4	LLMD #5	LLMD #7	LLMD #8	Total Of Hours
8/3/2015						1		1
8/4/2015	7	4.5		2	1.5		1	16
8/5/2015		2					2.5	4.5
8/6/2015			1	1.5	4.5		5	12
TOTAL	7	6.5	1	3.5	6	1	8.5	33.5

WORK ORDER REQUESTS REPORT

Request Date	Administration	Business	Citizen	Code Enforcement	Community Service	IT	PD	Public Works	TOTAL
8/3/2015	4						1	1	6
8/4/2015		2	2		1		1	1	7
8/5/2015	1		1	1					3
8/6/2015	1	1				1			3
8/7/2015	1							1	2
TOTAL	7	3	3	1	1	1	2	3	21



Council report 8-17-2015



E 311 returns from willow fire after week and a half deployment



Fire-line Paramedic Rivas continues work

The Rocky fire north of San Francisco

Commitments from our local area

WILLOW FIRE –CASNF001689

Selma is identified has SLM

OVERHEAD

O-2.39 IMCN Vaughn, Troy CLV

O-113 AREP Bondshu, B OES

O-119	FEMT	Cogburn, B	TLR
-------	------	------------	-----

HUULCA FIRE – CAHHU-005606

O-79	MEDL	BRUNELLI, M	MER
------	------	-------------	-----

RIVER COMPLEX – CASHF-002066

O-1.30	OSC1	HENRY, T	FRN
--------	------	----------	-----

ROCKY – CALNU-006984

O-305	FOBS	HENRY, J	HAN
-------	------	----------	-----

O-273	FEMP	RIVAS, A	SLM
-------	------	----------	-----

CA - SHF – SOUTH COMPLEX

E-116	ST 5800 B	OES REGION 5
	STEN	Garrison, T
		REE
	STEN(t) Ralls, J	CLV
	OES 277	FCO
	OES 377	LBN
	OES 276	CLV
	OES 371	MRD
	OES 314	FRN

CHORRO – CALPF-002288

O-75	SOFR	Tierney, S	MER
------	------	------------	-----

FROG FIRE –CAMDF-000570

O-65	FEMP	Lenihan, K	KRN
------	------	------------	-----

CNR INCIDENT SUPPORT – CACNR-000022

E-25	ST 5032C	XKE
	STEN Ramirez, Rey	KRN
	STEN(t) Blumer, T	KRN
	E314	KRN
	E326	KRN
	E336	KRN
	E356	KRN
	E378	KRN

ROUGH FIRE –CASNF-001746

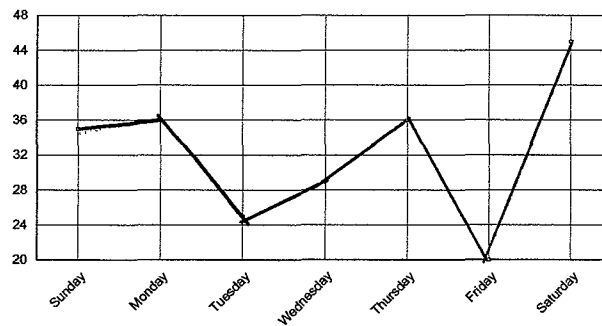
O-35	FEMT	Martino, N	FRN
O-36	FEMP	Lawrence, D	KRN
O-75	FEMT	Aguilar, R	TLR
O-90	SCKN	Vasquez, H	FRN

FORK COMPLEX – CASHF – 002067

O-47	FEMT	Jenkins, J	CLV
------	------	------------	-----

Selma Incidents by Day of Week

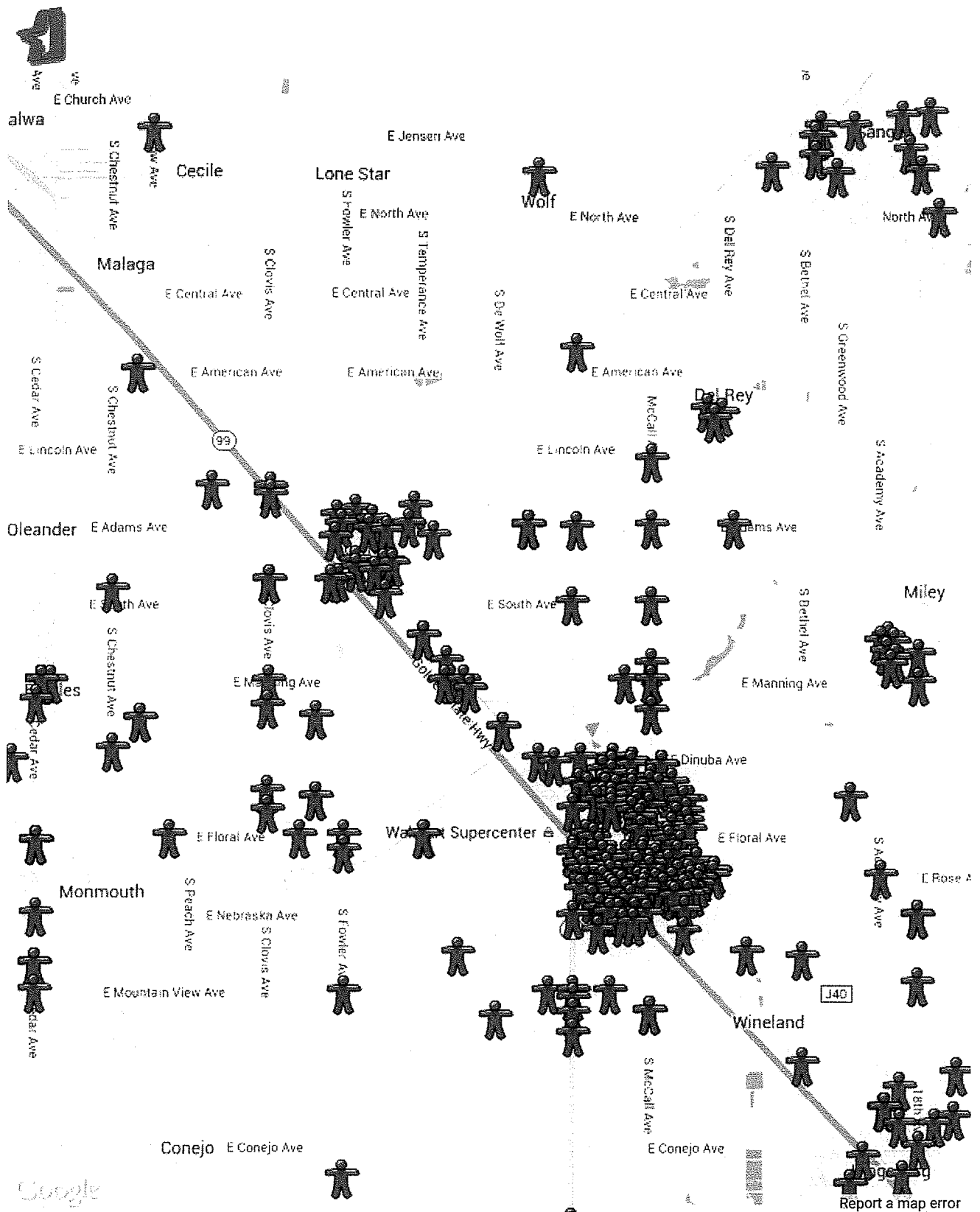
Sunday 35
Monday 36
Tuesday 25
Wednesday 29
Thursday 36
Friday 20
Saturday 45



Incident Type Incident Count

17 Fire 17
153 EMS/Rescue 161
2 Hazardous Condition 3
3 Service Call 4
2 Good Intent 25
15 False Call 16
226 Totals

July 1 - Aug 7





Selma Police Department

POLICE DEPARTMENT BI-WEEKLY COUNCIL UPDATE

(7/24 – 8/7/15)

Crime Trends

- Current crime data for the last 28-day period indicates a 42% drop in violent crime, a 24% drop in property crime, and an overall crime reduction of 28%. Highlights include a 31% drop in aggravated assault, led by an 80% reduction in domestic violence over this time period, and a 33% drop in Auto Theft.

Significant Calls for Service

- PC211 (robbery) – BRENTLINGER PARK , 7/27 at approximately 12:34am. Three victims said they were approached by males wearing red bandanas on their faces and demanded property (Cellular telephones and a key to a Honda.) Suspect #1 then pointed, what appeared to the victims as a pistol, at their heads and demanded the property be turned over. Suspects were last seen still in the park. (Note a one hour time delay from the time of occurrence as victims walked home rather than notify the department immediately.)
- On 7-27-15, 6:38am, the grounds crew from West America Bank, called Dispatch to report two subjects attempting to smash the door glass to Liquor Locker #2. The suspects smashed the door glass and entered the business, officers arrived on scene. As they arrive on scene, both suspects ran from the scene. One was apprehended by Officer Clifton and the other by Officer Johnnie Cerda, using his K-9.
- On 07-29-2015, at approximately 7pm, an officer was conducting a patrol check at Brentlinger Park due to recent activity in the area. While there he contacted 3 male subjects near the basketball court. One of the subjects was found to have a loaded .38 caliber semi-automatic handgun in his pocket. He was also in possession of marijuana.
- On 7-31-15, at approximately 4am, Officers responded to the 2100 block of Tammy Lane regarding a male subject who was drunk and causing a disturbance. Officers arrived on scene and placed the male subject in custody for drunk in public. While officers were still on scene the male subject slammed his head against the rear driver's side window several times, breaking the glass of unit #173. The subject (Steven Torres) was arrested for PC647(f) as well as PC594. He was booked and held then later cited and released.



Selma Police Department

Personnel

- Two (2) officers one (1) sergeant remain off work due to industrial injuries. We are in the process of completing our latest officer recruitment in the hope of developing a list of qualified candidates to fill future vacancies in the department, including one (1) that is anticipated as a part of a recent grant application in conjunction with the Fresno County Sheriff's Department. Final background work is being completed on an Emergency Services Dispatch candidate in anticipation of future vacancies.

Special Events

- Preparations are underway for the next event (scheduled for Saturday, August 29, 2015 at Valley Life Church) of a series of Police/Community sponsored events as a part of the coalition known as "Bringing Broken Neighborhoods Back to Life."
- The department participated in seven (7) "National Night Out" events on Tuesday, August 4th, throughout the city of Selma.
- Preparations are under way for an event on September 19, 2015, in conjunction with the Selma Unified School District. The "Reality Tour," a fact-based program brought to us by the Fresno County Health Care Collaborative, will bring a drug-use prevention dramatization to Abraham Lincoln Middle school to parents and children 10-18 years old. Approximately 180 pre-registered participants will experience a depiction of the consequences of drug use