

**CITY OF SELMA  
WORKSHOP/PRE-COUNCIL MEETING  
February 16, 2016**

The Workshop/ pre-Council meeting of the Selma City Council was called to order at 5:00 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 Manager Grey, City Attorney Costanzo, Financial Consultant Yribarren, Finance Manager Moreno, 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.

**EXECUTIVE SESSION:** Mayor Robertson recessed the meeting into Executive Session at 5:01 p.m. to discuss the following: Conference with Legal Counsel- Pending Litigation Dan Barcellos & Matthew Hughes v. City of Selma (Case No. : 1:14-CV-1467 SMS).

The meeting reconvened at 6:02 p.m., with Mayor Robertson stating that there was no reportable action and that the scheduled special presentation of the audited financial statement report would be postponed to a future meeting.

**ADJOURNMENT:** There being no further business, the meeting was adjourned at 6:03 p.m.

Respectfully submitted,

Reyna Rivera  
City Clerk

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Scott Robertson  
Mayor of the City of Selma

**CITY OF SELMA  
REGULAR COUNCIL MEETING  
February 16, 2016**

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, Finance Manager Moreno, Fire Chief Kain, Police Lieutenant Dyck, Public Works Director Shiplee, the press, 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:** Mr. Pete Cacossa, Selma Fire Department, Selma Peace Building Initiative, Fowler Young Life led the invocation.

**DECLARATION OF INDEPENDENCE PRESENTATION:** Mr. Nathan Bond stepped forward and recited the Declaration of Independence for Council. He was thanked by Council.

**POLICE DEPARTMENT SWEARING-IN CEREMONY AND INTRODUCTION:** Police Lieutenant Dyck stepped forward and introduced Police Officer Christopher De La Torre. City Clerk Rivera then administered the Oath of Office to Police Officer De La Torre.

Police Lieutenant Dyck introduced recently hired Records Clerks: Erika Rosales and Abigail Galindo.

They were all welcomed by Council.

**CONSENT CALENDAR:** Council member Derr requested that agenda item 1.c. be pulled for separate consideration. 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 Feb. 1, 2016 Workshop/Pre-Council meeting approved as read.
- b. Minutes of the Feb. 1, 2016 Regular meeting approved as read.



c. Pulled for separate discussion.

**AGENDA ITEM 1.c. CONSIDERATION AND NECESSARY ACTION ON CHECK**

**REGISTER DATED FEBRUARY 5, 2016:** After discussion, motion to approve Check Register Dated February 5, 2016 was made by Council member Derr and seconded by Council member Rodriguez. Motion carried with the following vote:

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

**CONSIDERATION AND NECESSARY ACTION ON RESOLUTION INITIATING PROCEEDINGS FOR THE ANNUAL LEVY OF ASSESSMENT FOR**

**LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1 IN THE**

**CITY OF SELMA & CONSIDERATION AND NECESSARY ACTION ON**

**RESOLUTION OF INTENTION TO LEVY AND COLLECT THE ANNUAL**

**ASSESSMENT FOR LANDSCAPING AND LIGHTING MAINTENANCE**

**DISTRICT NO. 1 IN THE CITY OF SELMA:** City Manager Grey provided background information on the LLMD's and the need for their formation. He stated that these costs are closely monitored and for the upcoming fiscal year, the costs associated will remain the same.

After discussion, motion to approve RESOLUTION NO. 4R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CA INITIATING PROCEEDINGS FOR THE ANNUAL LEVY OF ASSESSMENT FOR LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1 IN THE CITY OF SELMA & RESOLUTION NO. 5R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA CA. OF INTENTION TO LEVY AND COLLECT THE ANNUAL ASSESSMENT FOR LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1 IN THE CITY OF SELMA was made by Council member Rodriguez and seconded by Mayor Pro Tem Avalos. Motion carried with the following vote:

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

**DEPARTMENTAL REPORTS:** City Manager Grey discussed LTF funding and ATP funding recently awarded to the City. He provided detailed information regarding the funded projects.

Public Works Director Shiplee reported that his department recently hired two new full time temporary employees and that FCRTA funded the installation of a new electric gate at the corporate yard.

Fire Chief Kain announced that the Selma Fire Department was invited to the Region 5 Urban Search and Rescue team. He stated that currently Fresno and Clovis Fire departments are the only departments involved. Council congratulated Fire Chief Kain on the accomplishment.

Community Services Director Kirchner invited everyone to the new play at the Arts Center.

**COUNCIL REPORTS:** Council member Derr reported on attending the following: TEAM Selma meeting and Willy Wonka play at the Arts Center.

Council member Montijo reported on attending the following: Willy Wonka Play at the Arts Center, Blossom Trail, and SKF meeting. She also discussed an upcoming Girls EXPO.

Mayor Pro Tem Avalos reported on attending a recent San Joaquin Valley Air District meeting and a Latino Mayor meeting. He also thanked staff for all their hard work.

Mayor Robertson reported on attending the following: Supervisor Mendes lunch meeting, Team Selma meeting, Blossom Trail Opening and Willy Wonka play at the Arts Center. He reported on an upcoming Big Brother/ Big Sister Ribbon Cutting, Relay for Life, and the Eric White Neighborhood Watch meeting.

**ORAL COMMUNICATIONS:** Mr. Mark Falcon, 2232 Park Street stepped forward to inquire on the status of stop signs for Park Street, and thanked Selma Disposal for assisting with the mattresses left in their alleyways.

**ADJOURNMENT:** There being no further business, the meeting was adjourned at 7:09 p.m.

Respectfully submitted,

Reyna Rivera  
City Clerk

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Scott Robertson  
Mayor of the City of Selma

**CITY OF SELMA  
SPECIAL COUNCIL MEETING  
February 29, 2016**

The Special Council meeting of the Selma City Council was called to order at 5:00 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 Manager Grey, City Attorney Costanzo, Fire Chief Kain, Financial Consultant Yribarren, Finance Manager Moreno, 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.

**CONSIDERATION AND NECESSARY ACTION ON A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA AUTHORIZING PURCHASE OF SMEAL URBAN INTERFACE PUMPER (DEMONSTRATION MODEL FIRE TRUCK):** City Attorney Costanzo reported on the matter.

Fire Chief Kain stepped forward to answer various questions from Council.

After further discussion, motion to approve RESOLUTION 2016-6R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA AUTHORIZING PURCHASE OF SMEAL URBAN INTERFACE PUMPER (FIRE TRUCK) was made by Council member Rodriguez and seconded by Council member Derr. Motion carried with the following vote:

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

**EXECUTIVE SESSION:** Mayor Robertson recessed the meeting into Executive Session at 5:06 p.m., to discuss the following: Public Employee Performance Evaluation Title- City Manager. The meeting reconvened at 9:01 p.m., with Mayor Robertson announcing that there was no reportable action.

**ADJOURNMENT:** There being no further business, the meeting was adjourned at 9:02 p.m.

Respectfully submitted,

Reyna Rivera  
City Clerk

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Scott Robertson  
Mayor of the City of Selma

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

March 7, 2016

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**ITEM NO:**

1.d

**SUBJECT:**

Consideration and necessary action on Resolution consenting to the use of public facilities regarding the proposed re-routing of traffic on Highland Avenue for participants of the Annual Selma Sikh Parade.

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**BACKGROUND:**

The Sikh Center of the Pacific Coast Sikh Temple, even before beginning the process, met with the City of Selma to discuss concerns. They have worked closely with the City of Selma in the planning of this event.

On February 29, 2016 the Sikh Center of the Pacific Coast Sikh Temple applied for a Special Event to be held at 2211 Highland Avenue.

This event will cause the re-directing of traffic on HWY43/Highland Avenue between Rose and Nebraska Avenues from 10:00 a.m. to 2:00 p.m. on April 17, 2016.

**DISCUSSION:**

Because the event and the participants will utilize State facilities (HWY 43) the California Department of Transportation is requesting a resolution endorsing the event from the City of Selma.

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

**RECOMMENDATION:** Approve Resolution endorsing the use of public streets for the Annual Selma Sikh Parade Event.

Bryant Hemby, Assistant Planner

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

**RESOLUTION NO. 2016 – R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA  
CONSENTING TO THE USE OF PUBLIC FACILITIES  
AND THE PROPOSED RE-ROUTING OF TRAFFIC**

**SPECIAL EVENT  
ANNUAL SELMA SIKH PARADE**

**WHEREAS**, on March 7, 2016, the Selma City Council, at a regularly scheduled meeting, considered a request by The Sikh Center of the Pacific Coast Sikh Temple for the re-routing of traffic on HWY 43 Highland Avenue between Rose Avenue and Nebraska Avenue; and

**WHEREAS**, The Sikh Temple has applied to the State of California to conduct a special event – Sikh Festival Parade on State property; and

**WHEREAS**, Sikh Festival Parade will require the temporary closure of State Highway Route 43 on April 17, 2016 between 10:00 a.m. and 2:00 p.m.

**NOW THEREFORE**, be it resolved that the Selma City Council approves and consents to the proposed re-routing of traffic onto and over city streets and upon terms and conditions deemed appropriate and necessary by the State of California, Department of Transportation.

The foregoing Resolution was duly approved by the Selma City Council at a regular meeting held on the 7<sup>th</sup> day of March, 2016, by the following vote, to wit:

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

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Scott Robertson  
Mayor of the City of Selma

ATTEST:

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Reyna Rivera  
City Clerk

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

**March 7, 2016**

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**ITEM NO:** 1.e  
**SUBJECT:** Consideration and Necessary Action on Resolution Approving and Authorizing Execution of Joint Powers Agreement Between the City of Selma and the County of Fresno to form the North Selma Sewer Finance Authority Facilities District.

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**DISCUSSION:** The City Council proposed, by adopting a resolution, unanimously, that the County of Fresno enter into a Joint Powers Agreement which would enable the City to finance and install a lateral trunk sewer line running in and along Dinuba Avenue in the City of Selma which will allow for development of that part of the City by connecting it to the Selma-Kingsburg-Fowler County Sanitation District (SKF). The County of Fresno requested, and staff made, a few adjustments to the Agreement, none of which materially affected its terms from that proposed by this City Council and the Board of Supervisors of the County, subsequently, adopted a resolution approving the agreement. The agreement has been executed by the Chairman of the Board of Supervisors. Accordingly, in order to move forward with this project, which involves the issuance of limited obligation improvement bonds to finance the installation of the needed lateral trunk line it is appropriate for this Council to now approve the Agreement and authorize its execution.

<b><u>COST</u></b>		<b><u>BUDGET IMPACT</u></b>
None.		None.
<b><u>FUNDING</u></b>		<b><u>ON-GOING COST</u></b>
Not applicable.		Not applicable.

**RECOMMENDATION:** Adopt Resolution Approving and Authorizing Execution of Joint Exercise of Powers Agreement between the City of Selma and the County of Fresno to form the North Selma Sewer Finance Authority Facilities District.

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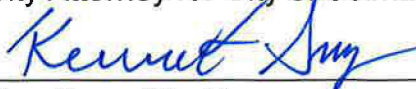
**ATTACHMENTS:**

Date: March 1, 2016

/s/ Neal E. Costanzo

Neal E. Costanzo  
City Attorney for City of Selma

Date: 3-1-, 2016

  
Ken Grey, City Manager

**RESOLUTION NO. 2016-\_\_\_\_\_**

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**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA APPROVING  
AND AUTHORIZING EXECUTION OF A JOINT POWERS AGREEMENT WITH THE  
COUNTY OF FRESNO FORMING A COMMUNITY FACILITIES DISTRICT FOR THE  
FINANCING OF NECESSARY LATERAL SEWER TRUNK LINE IMPROVEMENTS**

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**WHEREAS**, the City Council of the City of Selma did adopt on November 2, 2015, Resolution No. 2015-71R, a resolution proposing to the Fresno County Board of Supervisors that they adopt a Joint Exercise of Powers Agreement pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Section 53311 et seq of the Government Code (the "Act"), so as to allow for the formation of a Community Facilities District (CFD) that may issue limited obligation improvement bonds to fund construction or installation of a proposed new lateral sewer trunk line running in and along Dinuba Avenue from McCall Avenue to Golden State Avenue to be paid for by assessments or a special tax against the property benefitted by the improvement; and

**WHEREAS**, on February 9, 2016, the Fresno County Board of Supervisors did unanimously approve a resolution and the chairman of the Board of Supervisors did execute a Joint Powers Agreement that is substantially the same as the Joint Powers Agreement proposed by this City Council on November 2, 2015, and a copy of the Joint Powers Agreement executed by the Board of Supervisors Chairman is attached and incorporated by reference as Exhibit A.

**NOW, THEREFORE**, be it resolved as follows:

1. Each of the foregoing resolutions is true and correct.
2. The City Council approves, and authorizes its Mayor to execute the Joint Powers Agreement under the Act which is attached and incorporated by reference as Exhibit A. The City Manager is authorized to take all steps necessary to implement the agreement as executed and approved by this Council.

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The foregoing Resolution was duly approved this \_\_\_\_ day of \_\_\_\_\_, 2016  
by the following vote, to wit:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

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Scott Robertson, Mayor of the City of Selma

ATTEST:

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Reyna Rivera, City Clerk

**BEFORE THE BOARD OF SUPERVISORS  
FOR THE COUNTY OF FRESNO  
STATE OF CALIFORNIA**

IN THE MATTER OF THE JOINT EXERCISE OF ) POWERS AGREEMENT BETWEEN THE CITY ) OF SELMA AND THE COUNTY OF FRESNO ) TO FORM THE NORTH SELMA SEWER FINANCE ) AUTHORITY FACILITIES DISTRICT ) <hr style="width: 50%; margin-left: 0;"/>	Resolution No. <u>16-059</u>
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**WHEREAS**, the City of Selma receives sewage disposal services from the Selma-Kingsburg-Fowler (SKF) County Sanitation District, a sanitation district organized and existing pursuant to a Joint Exercise of Powers Agreement between and among the County of Fresno and the Cities of Selma, Kingsburg and Fowler, all located within the County of Fresno; and

**WHEREAS**, the existing City of Selma sewage collection system is at capacity and to provide sewer service to property located in the Northern part of the City's current Sphere of Influence, a new sewer lateral trunk line must be installed so as to connect to an existing sewer trunk line, also located in the Northern part of the City's Sphere of Influence, for transport to the Selma-Kingsburg-Fowler Sanitation District Waste Water Treatment Facility; and

**WHEREAS**, the territory to be served by the new lateral sewer trunk line and the location of the trunk line itself is all outside the current boundaries of the City of Selma; and

**WHEREAS**, pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, consisting of §53311 et seq. of the California Government Code (the "Act") both the City and County are local governmental entities that may establish a Community Facilities District in order to finance public facilities and improvements; and

**WHEREAS**, because the property to be served by the proposed sewer trunk line improvements and the sewer trunk line are not located within the City boundaries, but are within the unincorporated area of Fresno County, a Community Facilities District may be used to finance this improvement pursuant to a Joint Exercise of Powers Agreement between the City and the County of Fresno; and

**WHEREAS**, to allow for the orderly transition of governmental facilities and finances by means of a governmental reorganization of the City of Selma consisting of its annexation of the territory to be benefitted by the proposed sewer line improvement, the County of Fresno agrees to enter into this Joint Exercise of Powers Agreement


forming a separate entity to be known as the "North Selma Sewer Financing Authority," which will have the power to issue bonds, and to form a Community Facilities District to levy special taxes to secure repayment of such bonds, to finance the proposed new sewer line improvements and allow for development in the Northern part of the City of Selma's Sphere of Influence, which development will increase the property tax base of this territory, thereby benefitting both the City and County, who are parties to a Tax Sharing Agreement relative to property tax generated within the City of Selma.

**NOW, THEREFORE, BE IT RESOLVED** as follows:

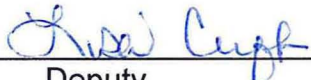
1. That the foregoing recitals are true and correct.
2. The Fresno County Board of Supervisors hereby approves and authorizes its Chairman to execute the Joint Exercise of Powers Agreement attached and incorporated herein by reference as Exhibit "A".

**THE FOREGOING** was passed and adopted by the following vote of the Board of Supervisors of the County of Fresno this 9th day of February, 2016 to wit:

AYES:	Supervisors Borgeas, Mendes, Pacheco, Perea, Poochigian
NOES:	None
ABSENT:	None

  
Ernest Buddy Mendes  
Chairman, Board of Supervisors

ATTEST:  
BERNICE E. SEIDEL  
Clerk, Board of Supervisors

By   
Deputy



**EXHIBIT "A"**

**NORTH SELMA SEWER FINANCING AUTHORITY**

**JOINT EXERCISE OF POWERS AGREEMENT**

This JOINT EXERCISE OF POWERS AGREEMENT (this "Agreement") dated as of February 9, 2016, is between the CITY OF SELMA, a public body, corporate and politic, organized and existing under the laws of the State of California (the "City"), and the COUNTY OF FRESNO, a political subdivision of the State of California (the "County");

**WITNESSETH:**

**WHEREAS**, agencies formed under Article 1 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the Government Code of the State of California (collectively, Articles 1, 2, 3 and 4 of such Chapter, the "Joint Powers Law") are permitted to provide financing for any of their members in connection with the acquisition, construction and improvement of public capital improvements and other programs of such members; and

**WHEREAS**, the City is a general law city, organized and existing under the laws of the State of California; and

**WHEREAS**, the County is a political subdivision of the State of California organized and existing under the laws and Constitution of the State of California; and

**WHEREAS**, the City and the County wish to form an agency under the Joint Powers Law for the purpose of creating an entity which can form a Community Facilities District under the Mello-Roos Community Facilities Act of 1982, (Government Code Title 5, Division 2, Part 1, Chapter 2.5) (the "Mello-Roos Law"), particularly as provided in Government Code section 53316.2, to levy special taxes in that district to secure repayment of bonds issued by newly-created entity.

**NOW, THEREFORE**, in consideration of the above premises and of the mutual promises herein contained, the City and the County do hereby agree as follows:

**ARTICLE I  
GENERAL PROVISIONS**

**Section 1.01. Purpose.** This Agreement is entered into pursuant to the Joint Powers Law. The purpose of this Agreement is to provide assistance to the City and the County (collectively, the "Members") to form a Community Facilities District under the Mello-Roos Law, particularly as provided in Government Code section 53316.2, to levy special taxes in that district to secure repayment of bonds authorized under Article 4 of the Joint Powers Law (commencing with Section 6584) (the "Bond Act"). In accordance with Section 6503.5 of the Joint Powers Law, within 30 days after the effective date of this Agreement or

any amendment hereto, the Financing Authority will cause a notice of this Agreement or such amendment to be prepared and filed with the office of the Secretary of State of the State of California and shall furnish an additional copy of such notice for forwarding to the Controller of the State of California.

**Section 1.02. Creation of Financing Authority.** Pursuant to the Joint Powers Law, there is hereby created a joint powers agency to be known as the "North Selma Sewer Financing Authority" (the "Financing Authority"). The Financing Authority shall be a public entity separate and apart from the Members, and shall administer this Agreement. The debts, liabilities and obligations of the Financing Authority shall not constitute debts, liabilities or obligations of the City or the County. The Financing Authority shall be deemed to be created and to exist as an entity which is authorized to transact business and exercise its powers from and after the date of this Agreement and for the term set forth in Section 4.01. The Financing Authority is authorized, in its own name, to do all acts necessary for the exercise of said powers for said purposes, including but not limited to any or all of the following: to make and enter into contracts; to employ agents and employees; and to sue and be sued in its own name. Notwithstanding the foregoing, the Financing Authority has any additional powers conferred under the Joint Powers Law or other applicable law, insofar as such additional powers may be necessary to accomplish the purpose of this Agreement, including but not limited to the power to establish a Community Facilities District under the Mello-Roos Law, particularly as provided in Government Code section 53316.2, and to levy special taxes in that district.

**Section 1.03. Board of Directors.**

(a) Composition of Board. The Financing Authority shall be governed by a Board of Directors (the "Board") consisting of five directors. Each member of the City Council of the City shall be a director on the Board by virtue of being a member of the City Council of the City. The term of office of each director on the Board will terminate when such director ceases to be a member of the City Council of the City, and the successor to such person as a member of the City Council of the City will become a director on the Board upon assuming such City Council office.

(b) Powers and Compensation of the Board. All voting power of the Financing Authority shall reside in the Board. Directors shall not receive any compensation for serving as such, but will be entitled to reimbursement for any expenses actually incurred in connection with serving on the Board, if the Board determines that such expenses will be reimbursed and unencumbered funds are available for that purpose.

(c) Call, Notice and Conduct of Meetings. All meetings of the Board, including without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act of the State of California (constituting Chapter 9 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California).

(d) Quorum; Voting. A majority of the directors on the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. The affirmative votes of at least a majority of the directors of the Board present at any meeting at which a quorum is present shall be required to take any action by the Board.



(e) Time and Place of Regular Meetings. The Board shall hold regular meetings concurrently with City Council meetings of the City, which are presently held on the first (1st) and third (3rd) Monday of each month, with the first such regular meeting being held \_\_\_\_\_, 2016, in the Council Chambers, City Hall, 1710 Tucker Street, Selma, California 93662. In the event an agenda for a regular meeting of the Financing Authority is not posted timely in accordance with the provisions of Section 54954.2 of the Government Code, such regular meeting is cancelled without any further action of the any Member, the Board or any officer of the Authority. The time, date and place established for regular meetings of the Board may be changed from time to time by resolution of the Board or by action of the Board duly recorded in the minutes. The Board may hold special meetings at any time and from time to time in accordance with law.

(f) Minutes. The Board will cause minutes of all meetings of the Board to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each director on the Board and to each Member.

#### **Section 1.04. Chief Financial Officer.**

(a) Designation. Pursuant to Section 6505.5 of the Joint Powers Law, the Finance Director of the City is hereby designated as the initial Chief Financial Officer of the Financing Authority and, as such, shall perform the functions of the treasurer of the Financing Authority and the functions of the auditor of the Financing Authority, as such functions are set forth in Section 6505.5 of the Joint Powers Law. The Executive Director of the Financing Authority shall have the right to remove the person who is acting as the Chief Financial Officer and to appoint any other person to serve as such, whether or not such other person is the treasurer of the City. Pursuant to Section 6505.1 of the Joint Powers Law, the Chief Financial Officer shall have charge of, handle and have access to all accounts, funds and money of the Financing Authority and all records of the Financing Authority relating thereto. As treasurer of the Financing Authority, the Chief Financial Officer shall have custody of all of the accounts, funds and money of the Financing Authority from whatever source.

(b) Quarterly Reports. In the event, but only in the event, that the Chief Financial Officer holds moneys for the account of the Financing Authority or the Members, the Chief Financial Officer shall verify and report in writing at least quarterly to the Financing Authority and the Members the amount of money so held, the amount of receipts since the last such report, and the amount paid out since the last such report.

(c) Audits. As auditor of the Financing Authority, the Chief Financial Officer shall draw warrants to pay demands against the Financing Authority when the demands have been approved by the Board and shall assure that there shall be strict accountability of all funds and reporting of all receipts and disbursements of the Financing Authority. So long as required by Section 6505 and Section 6505.5 of the Joint Powers Law, the Chief Financial Officer of the Financing Authority shall prepare or cause to be prepared a special audit as required under Section 6505 of the Joint Powers Law every year during the term of this Agreement.

**Section 1.05. Other Officers of the Financing Authority.** In addition to the Chief Financial Officer, the officers of the Financing Authority shall consist of a Chairperson, Executive Director, Finance Director and Secretary, who shall consist of the Mayor, City Manager, Finance Director and City Clerk of the City, respectively. Said officers shall perform such functions as shall be customary in the exercise of such positions, and as may be more specifically provided by the Board from time to time. The Executive



Director shall have charge of the day-to-day administration of the Financing Authority and shall execute the directives of the Board. The Executive Director may sign all contracts on behalf of the Financing Authority. The Finance Director shall have the authority to perform all the functions, acts, duties and responsibilities of the Chief Financial Officer. The Secretary shall have charge of the records of the Financing Authority (to the extent not held by the Chief Financial Officer pursuant to Section 1.04) and shall be responsible for recording the minutes of all meetings of the Board. The Board shall be represented by an attorney to act as the legal advisor of the Financing Authority, who shall be the individual acting as City Attorney of the City; such attorney shall perform such duties as may be prescribed by the Board.

**Section 1.06. Bonding of Officers.** In accordance with Section 6505.1 of the Joint Powers Law, as the public officer who has charge of, handles, or has access to property of the Financing Authority, the Chief Financial Officer shall file an official bond in the amount of \$25,000; provided, that such bond shall not be required if the Financing Authority does not possess or own property or funds with an aggregate value of greater than \$500 (excluding amounts held by a trustee or other fiduciary in connection with any Bonds). In the event that the Chief Financial Officer (or any other officer of the Financing Authority) is required to be bonded pursuant to this Section 1.06 or applicable law, such bond may be maintained as a part of, or in conjunction with, any other bond maintained on such person by any Member, it being the intent of this Section 1.06 not to require duplicate or over-lapping bonding requirements from those bonding requirements which are otherwise applicable to the Members.

**Section 1.07. Agents.** In addition the officers set forth in Section 1.05, the Board shall have the power to appoint such other employees and agents as it deems necessary or appropriate, and to retain outside counsel, consultants and accountants.

## **ARTICLE II POWERS; NON-LIABILITY**

**Section 2.01. General Powers.** The Financing Authority shall exercise the powers granted to it under the Joint Powers Law, including but not limited to the powers set forth in the Bond Act and the powers common to each of the Members, as may be necessary to the accomplishment of the purposes of this Agreement. As provided in the Joint Powers Law, the Financing Authority shall be a public entity separate and apart from the Members.

**Section 2.02. Non-Liability of Members and Others For Obligations of Financing Authority.**

(a) Debts, Liabilities and Obligations of Financing Authority. The debts, liabilities and obligations of the Financing Authority shall not be the debts, liabilities and obligations of any of the Members. In addition, no Member shall assume any liability or responsibility for any debts, liabilities or obligations which may be incurred by the other Member in connection with the issuance of any bonds or other evidence of indebtedness of the Financing Authority authorized and issued under the Bond Act (collectively, "Bonds") or other obligations of the Financing Authority for the benefit of such other Member.

(b) No Personal Liability. No Member, director, officer or employee of the Financing Authority shall be individually or personally liable for any claims, losses, damages, costs, injury and liability of any kind, nature and description arising from the actions of the Financing Authority or the actions undertaken under this Agreement. Without limiting the generality of the foregoing, no Member, director, officer, agent or employee of the Financing Authority shall be individually or personally liable for the payment of the principal of or premium or interest on any Bonds or other obligations of the Financing Authority or be subject to any personal liability or accountability by reason of any Bonds or other obligations of the Financing Authority; but nothing herein contained shall relieve any such Member, director, officer, agent or employee from the performance of any official duty provided by law or by the instruments authorizing the issuance of any Bonds.

(c) Privileges and Immunities. In accordance with Section 6513 of the Joint Powers Law, all of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, worker's compensation and other benefits which apply to the activities of officers, agents or employees of the Members when performing their respective functions within the territorial limits of their respective Member, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this Agreement.

(d) Indemnification. To the fullest extent permitted by law, the Board shall provide for indemnification by the Financing Authority of any person who is or was a director, officer, employee or agent of the Financing Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a director, officer, employee or agent of the Financing Authority, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in the course and scope of his or her office, employment or agency.

(e) Employment Status. None of the officers, agents or employees, if any, directly employed by the Financing Authority shall be deemed, by reason of their employment by the Financing Authority, to be employed by any Member or, by reason of their employment by the Financing Authority, to be subject to any of the requirements of any Member.

**Section 2.03. Conflict of Interest Code.** The Board shall adopt a Conflict of Interest Code to the extent required by law.

**Section 2.04. City Indemnification of County.**

(a) Indemnifiable Losses. For purposes of this section, "losses" includes all claims, causes of action, demands, liabilities, damages, costs, expenses (including attorney fees and costs), and losses of any kind to the County (including its officers, agents, and employees).

(b) Indemnity. The City shall indemnify the County (including its officers, agents, and employees) against any losses that arise from or relate to the performance or failure to perform by the City (or any of its officers, agents, or employees) under this Agreement. The City shall also indemnify the County (including its officers, agents, and employees) against any losses that arise from or relate to the operations of the Financing Authority (or any of its officers, agents, or employees), including but not limited to the issuance of bonds or other evidences of indebtedness and the levy of taxes, assessments, fees, or charges of any kind. The City shall also indemnify the County (including its officers, agents, and



employees) against any losses that arise from or relate to the bidding, construction, or operation of any public capital improvements contemplated by or financed, bid, constructed, or operated as a result of this Agreement.

(c) Defense. If requested by the County, the City shall defend claims, actions, demands, or proceedings brought against the County (including its officers, agents, and employees) for any losses. The County may conduct or participate in its own defense without affecting the City's obligation to indemnify the County.

(d) Survival. The City's obligations under this article survive the termination of this Agreement.

### **ARTICLE III FINANCIAL MATTERS**

**Section 3.01. Contributions.** The Members may, but are not required to: (a) make contributions from their treasuries for any of the purposes set forth herein, (b) make payments of public funds to defray the cost of such purposes, (c) make advances of public funds for such purposes, such advances to be repaid as provided herein, or (d) use their personnel, equipment or property in lieu of other contributions or advances.

**Section 3.02. Accounts and Reports.** To the extent not covered by the duties assigned to a trustee, fiscal agent or paying agent chosen by the Financing Authority, the Chief Financial Officer shall establish and maintain such funds and accounts as may be required by good accounting practice or by any provision of any trust instrument or similar agreement entered into with respect to the proceeds of any Bonds issued by the Financing Authority. The books and records of the Financing Authority in the hands of a trustee, fiscal agent, paying agent or the Chief Financial Officer shall be open to inspection at all reasonable times by representatives of any of the Members. The trustee, fiscal agent, paying agent appointed under any trust instrument or similar agreement shall establish suitable funds, furnish financial reports and provide suitable accounting procedures to carry out the provisions of said trust instrument or other agreement. Said person may be given such duties in said trust instrument or agreement as may be desirable to carry out any of the provisions or purposes of this Agreement.

**Section 3.03. Funds.** Subject to the applicable provisions of any instrument or agreement which the Financing Authority may enter into, which may provide for a trustee, fiscal agent or paying agent to receive, have custody of and disburse Financing Authority funds, the Chief Financial Officer shall receive, have the custody of and disburse Financing Authority funds as nearly as possible in accordance with generally accepted accounting practices, shall make the disbursements required by this Agreement or to carry out any of the provisions or purposes of this Agreement.

**Section 3.04 Fiscal Year.** Unless and until changed by resolution of the Board, the fiscal year of the Financing Authority is the period from July 1 of each year to and including the following June 30, except that the first fiscal year shall be the period from the effective date of this Agreement to June 30, 2016.

## ARTICLE IV MISCELLANEOUS PROVISIONS

**Section 4.01. Term.** This Agreement shall become effective, and the Financing Authority shall come into existence, upon the adoption of resolutions of each of the Members approving this Agreement, and this Agreement and the Financing Authority shall thereafter continue in full force and effect so long as either (a) any Bonds issued by the Financing Authority remain outstanding or any material contracts to which the Financing Authority is a party remain in effect, or (b) the Financing Authority shall own any interest in any real or personal property. The Financing Authority shall cause all records regarding its formation, existence, any Bonds issued by it, obligations incurred by it and proceedings pertaining to its termination to be retained for at least six (6) years following termination of the Financing Authority or final payment of any Bonds, whichever is later.

**Section 4.02. Disposition of Assets.**

(a) Disposition of Financing Fees. In connection with providing financial assistance to any Member or for any other financing purposes authorized under the Bond Act, the Financing Authority may charge a reasonable administrative fee. Any such fees shall, upon receipt by the Financing Authority, be divided equally between the Members and promptly paid to the Members.

(b) Disposition of Assets Upon Termination. Upon termination of this Agreement, any surplus money in possession of the Financing Authority or on deposit in any fund or account of the Financing Authority, and all other property of the Financing Authority, both real and personal, will be returned in proportion to any contributions made as required by Section 6512 of the Joint Powers Law, and otherwise will be divided equally between the Members. The Board is vested with all powers of the Financing Authority for the purpose of concluding and dissolving the affairs of the Financing Authority.

**Section 4.03. Notices.** Notices hereunder shall be in writing and shall be sufficient if delivered to:

City of Selma  
City Hall  
1710 Tucker Street  
Selma, CA 93662  
Attention: City Manager

Public Works and Planning Department  
2220 Tulare Street, Sixth Floor  
Fresno, CA 93721  
Attention: Public Works and Planning Director

**Section 4.04. Section Headings.** All section headings in this Agreement are for convenience of reference only and are not to be construed as modifying or governing the language in the section referred to or to define or limit the scope of any provision of this Agreement.

**Section 4.05. Law Governing.** This Agreement is made in the State of California under the Constitution and laws of the State of California, and is to be so construed.

**Section 4.06. Amendments.** This Agreement may be amended at any time, or from time to time, except as limited by contract with the owners of any Bonds issued by the Financing Authority or by applicable regulations or laws of any jurisdiction having authority, by one or more supplemental agreements executed by all of the parties to this Agreement either as required in order to carry out any of the provisions of this Agreement or for any other purpose, including without limitation addition of



new parties (including any legal entities or taxing areas heretofore or hereafter created) in furtherance of the purposes of this Agreement.

**Section 4.07. Enforcement by Financing Authority.** If either Member defaults in any covenant contained in this Agreement, such default will not excuse such Member from fulfilling its obligations under this Agreement and the Members will continue to be liable for the payment of contributions and the performance of all conditions herein contained. The Members hereby declare that this Agreement is entered into for the benefit of the Financing Authority and the Members hereby grant to the Financing Authority the right to enforce by whatever lawful means the Financing Authority deems appropriate all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Financing Authority hereunder or by any law now or hereafter enacted are cumulative and the exercise of one right or remedy shall not impair the right of the Financing Authority to any other remedies.

**Section 4.08. Severability.** Should any part, term or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with the Constitution or any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

**Section 4.09. Agreement Not Exclusive.** This Agreement is not exclusive and does not amend or alter the terms of other agreements between or among the Members, except as the terms of this Agreement conflict therewith, in which case the terms of this Agreement will prevail.

**Section 4.10. Form of Approvals.** Whenever an approval is required under this Agreement, unless the context specifies otherwise, it shall be given by resolution duly adopted by the governing body of the affected Member, and, in the case of the Financing Authority, by resolution duly adopted by the Board. Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

**Section 4.11. Successors; Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the successors of the respective Members. No Member may assign any right or obligation hereunder without the written consent of the other Member.

**Section 4.12. Amendment of Agreement.** This Agreement may be amended by supplemental agreement executed by the Members at any time; provided, however, that this Agreement may be terminated only in accordance with Section 4.01 hereof and, provided further, that such supplemental agreement shall be subject to any restrictions contained in any Bonds or documents related to any Bonds to which the Financing Authority is a party.

**Section 4.13. Execution in Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

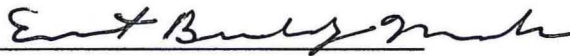
\* \* \* \* \*

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, effective as of the day and year first above written.

**COUNTY OF FRESNO**, a Political  
Subdivision of the State of California  
("County")

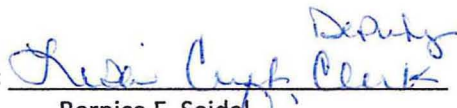
**CITY OF SELMA**, a Municipal  
Corporation of the State of California  
("City")

By:   
Ernest Buddy Mendes, Chairman  
Board of Supervisors

By: \_\_\_\_\_  
Mayor, City of Clovis Selma

**ATTEST:**  
Bernice E. Seidel  
Clerk to the Board of Supervisors

**ATTEST:**  
REYNA RIVERA  
City Clerk, City of Selma

By:   
Bernice E. Seidel,  
Clerk to the Board of Supervisors

By: \_\_\_\_\_  
Reyna Rivera, City Clerk

**REVIEWED AND RECOMMENDED  
FOR APPROVAL:**

JEAN M. ROUSSEAU  
County Administrative Officer

**REVIEWED AND RECOMMENDED FOR  
APPROVAL:**

KENNETH GREY  
City Manager, City of Selma

By:   
Jean M. Rousseau  
County Administrative Officer


By: \_\_\_\_\_  
Kenneth Grey, City Manager

**APPROVED AS TO LEGAL FORM:**

DANIEL CEDERBORG,  
Fresno County Counsel

**APPROVED AS TO LEGAL FORM:**

NEAL COSTANZO, City Attorney, City of  
Selma

By:   
Daniel Cederborg, County Counsel  
Deputy

By: \_\_\_\_\_  
Neal Costanzo, City Attorney

**APPROVED AS TO ACCOUNTING FORM:**  
VICKI CROW, C.P.A.  
Auditor-Controller/Treasurer-Tax Collector

By:   
Vicki Crow, C.P.A

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

March 7, 2016

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**ITEM NO:** 1 . f  
**SUBJECT:** Denial of Claim

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**BACKGROUND:** This claim was received in my office on February 12, 2016.

**DISCUSSION:** On December 3, 2015 while traveling southbound on Young St claimant slowed to make a left hand turn onto eastbound Sherman when she was struck in the rear bumper by a Police Officer driving a City of Selma vehicle. As a result of the collision claimant is alleging that she sustained neck pain, back pain, bruising on her left hip, headaches, left arm pain and shoulder pain. Claimant's attorney has indicated that it is an unlimited civil case, in excess of \$10,000 and is also seeking punitive damages from the City.

Upon receipt of this claim the Program Director of Liability Claims (AIMS) investigated this claim. According to the Traffic Collision Report #15-5686 this was a non-injury collision. Additionally claimant's driving status showed suspended per VC 13365 and claimant stated that she did not have any insurance. Therefore the vehicle was impounded. However, the vehicle was stolen from Dave's Towing on or about December 9, 2015 and it was then that it was discovered that the registered owner of the vehicle was not the claimant and that the license plate that was on the vehicle was not the one issued to the vehicle. The license plate had apparently been switched and claimant not only was driving with a suspended license and no insurance but may have been driving a stolen vehicle.

Based on AIMS' investigation, the City was at fault for the collision. However, there could be a question as to damages if in fact the claimant was driving with suspended license and she had no insurance on the vehicle that she was driving, which was potentially a stolen vehicle.

Therefore, after consideration and investigation, AIMS is recommending that this claim be placed on the Council Agenda for consideration of rejection.





RECEIVED

## CLAIM FORM

(Please Type Or Print)

FEB 12 REC'D

BY 2016 EN  
CITY MACLAIM AGAINST City of Selma (Selma Police Department)

(Name of Entity)

Claimant's name: Monique R. CervantesSS#: [REDACTED] DOB: [REDACTED] Gender: Male ☐ Female ☒Claimant's address: 11067 S Fowler Ave Selma, CA 93662 Telephone: (559) 999-3207Address where notices about claim are to be sent, if different from above: Benjamin P. Tryk, Esq.Tryk Law 7050 N. Fresno Street, Suite 210 Fresno, CA 93720



## Check Register Report

agenda item 1.g

Date: 02/29/2016

Time: 3:29 pm

Page: 1

City of Selma

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>UNION BANK Checks</b>							
66628	02/04/2016	Printed		12100.050	U.S. BANK CORPORATE PMT SYSTEM	CALCARD CHARGES 12/23-1/22/16	26,400.43
66629	02/04/2016	Printed		12220.210	VALLEY NETWORK SOLUTIONS INC.	NETCARE	4,774.50
66630	02/04/2016	Printed		12270.190	VERIZON WIRELESS	AIRCARDS	382.86
66631	02/04/2016	Printed		12280.284	VINO & BLING	ART CENTER SPONSOR PLAQUE	662.37
66632	02/04/2016	Printed		12252.630	YRIBARREN GROUP	CONSULTING SERVICES-JANUARY	6,250.00
66633	02/04/2016	Printed		12640.110	ZEE MEDICAL SERVICE CO.	FIRST AID SUPPLIES-PD	176.68
66634	02/11/2016	Printed		11220.787	LEXIPOL LLC	LE IMPLEMENTATION SERVICE	7,587.00
66635	02/11/2016	Printed		11340.272	ROBERT MENDOZA	12 ANGRY MEN PROMO VIDEO/PHOTO	250.00
66636	02/11/2016	Printed		10270.182	RPS BOLLINGER SPORTS & LEISURE	ASA SHAFER SOFTBALL INS	300.00
66637	02/11/2016	Printed		12070.120	TULARE CO JAIL INDUSTRIES	PLAQUES	54.00
66638	02/11/2016	Printed		10180.776	ALEJANDRO ALVAREZ	SFST TRAINING PER DIEM	160.00
66639	02/11/2016	Printed		10180.801	ROMEY ALVAREZ	SFST TRAINING PER DIEM	160.00
66640	02/11/2016	Printed		10400.060	DFM ASSOCIATES	2016 CA ELECTIONS CODE	54.11
66641	02/18/2016	Printed		10100.410	A&S PUMP SERVICE	STORM DRAIN PUMP REPAIR	1,018.91
66642	02/18/2016	Printed		10190.063	AMERICAN AMBULANCE	CPR CARDS	17.00
66643	02/18/2016	Printed		10190.078	AMERICAN ARRAY SOLAR	REFUND PERMIT#15-0622	665.90
66644	02/18/2016	Printed		10100.515	AT&T	TELEPHONE SERVICE	2,644.65
66645	02/18/2016	Printed		10340.385	AT&T MOBILITY	TELEPHONE-MDT'S	1,750.53
66646	02/18/2016	Printed		10210.225	BANK OF THE WEST	SURVEILLANCE EQUIPMENT	1,120.17
66647	02/18/2016	Printed		10210.255	BANNER PEST CONTROL INC	PV SQUIRREL CONTROL	60.00
66648	02/18/2016	Printed		10310.455	CALIFORNIA WATER SERVICE	WATER SERVICE	5,280.27
66649	02/18/2016	Printed		10327.220	CARROT-TOP INDUSTRIES	FLAGS FOR FD STATIONS	166.20
66650	02/18/2016	Printed		10330.283	CENTRAL VALLEY TOXICOLOGY INC.	DRUG TESTING CS# 15-5878	99.00
66651	02/18/2016	Printed		10330.370	JOHNNIE CERDA	CANINE COURTROOM TRAINING	150.00
66652	02/18/2016	Printed		11620.728	CITY OF SELMA	PETTY CASH FOR SPECIAL OPS	378.06
66653	02/18/2016	Printed		10430.071	DEPARTMENT OF JUSTICE	FINGERPRINTS	695.00
66654	02/18/2016	Printed		10420.309	JEANNETTE DERR	WILLY WONKA JR COSTUME REIMB	77.31
66655	02/18/2016	Printed		10560.250	EMPLOYMENT DEVELOPMENT DEPT.	SUI QTRLY PMT 10/1-12/31/15	448.53
66656	02/18/2016	Printed		10670.270	FRESNO CO TREASURER-SHERIFF	RMS/JMS/CAD ACCESS FEES	478.24
66657	02/18/2016	Printed		10670.158	FRESNO COUNTY CLERK'S OFFICE	CAT EXEMPT 8259 DINUBA 2015-73	50.00
66658	02/18/2016	Printed		10670.520	FRESNO-MADERA AAA	SENIOR MEALS	115.52
66659	02/18/2016	Printed		10670.583	FRUSA EMS	AMBULANCE BILLING	7,634.48
66660	02/18/2016	Printed		11040.176	MAGNOLIA S. JIMENEZ GALLARDO	PHLEBOTOMY SERVICE 16-0695	100.00
66661	02/18/2016	Printed		10810.705	HAWKE PACKS.COM, INC.	POLICE REVOLVING ACCT	137.07
66662	02/18/2016	Printed		10820.020	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 2/3/16	2,705.60
66663	02/18/2016	Printed		10820.020	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 2/10/16	2,838.73
66664	02/18/2016	Printed		10820.020	HEALTHEDGE ADMINISTRATORS INC.	ADMINISTRATIVE FEES	623.17
66665	02/18/2016	Printed		10820.034	HEALTHWISE SERVICES	KIOSK MEDICAL WASTE SERVICES	150.00
66666	02/18/2016	Printed		10820.155	HENRY SCHEIN INC.	MEDICAL SUPPLIES	488.94
66667	02/18/2016	Printed		10900.281	I LOVE TO CREATE	CERAMIC SUPPLIES-SC	112.22
66668	02/18/2016	Printed		10900.362	INDUSTRIAL HEALTH CARE	PRE EMPLOYMENT DRUG TESTING	70.00
66669	02/18/2016	Printed		11220.027	LEE CENTRAL CALIFORNIA	EMPLOYMENT ADS	498.08
66670	02/18/2016	Printed		11220.787	LEXIPOL LLC	LE IMPLEMENTATION SERVICE	5,412.00
66671	02/18/2016	Printed		11350.330	MID VALLEY PUBLISHING, INC.	EMPLOYMENT ADS-FINANCE	46.85
66672	02/18/2016	Printed		11380.300	MYERS STEVENS & TOOHEY & CO.	PD EMP LIFE INS	1,453.25
66673	02/18/2016	Printed		11410.073	TERRY NARACON	SENIOR CENTER ENTERTAINMENT	150.00

# Check Register Report

Date: 02/29/2016

Time: 3:29 pm

Page: 2

City of Selma

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>UNION BANK Checks</b>							
66674	02/18/2016	Printed		11530.100	OFFICE DEPOT, INC.	OFFICE SUPPLIES	626.91
66675	02/18/2016	Printed		11579.027	OVERSTREET & ASSOCIATES	ATTORNEY FEES-ARRANTS STORM DR	6,983.67
66676	02/18/2016	Printed		11620.160	PEARSON EDUCATION	EMT BOOKS FOR CLASS	3,743.91
66677	02/18/2016	Printed		11810.361	RAY MORGAN COMPANY INC	MAINT/COPY AGREEMENT	439.64
66678	02/18/2016	Printed		11830.127	RIO HONDO COLLEGE	FTO TRAINING	38.00
66679	02/18/2016	Printed		11910.433	SAMPSON,SAMPSON, AND PATTERSON	ACCOUNTING SERVICES	6,300.00
66680	02/18/2016	Printed		11945.790	SELMA TROPHY SHOP	HELMET TAGS-FD	13.05
66681	02/18/2016	Printed		11960.254	SIGN RANCH	SKATE PARK SIGN	432.86
66682	02/18/2016	Printed		11965.110	SOUTH COUNTY VETERINARY	MONTHLY FREEZER USE	525.00
66683	02/18/2016	Printed		11985.138	SUN LIFE	EMPLOYEE INSURANCE	1,033.81
66684	02/18/2016	Printed		12070.120	TULARE CO JAIL INDUSTRIES	FIRE REFLECTIVE MALTESE CROSS	1,175.04
66685	02/18/2016	Printed		12400.182	YARDLIGHT COMPANY	DECORATIVE ST LIGHT GLOBES	551.95
66686	02/24/2016	Printed		11955.247	SHAW'S STRUCTURES UNLIMITED	ART CENTER STORAGE BUILDING	10,150.00
				<b>Total Checks: 59</b>		<b>Checks Total (excluding void checks):</b>	<b>116,861.47</b>
				<b>Total Payments: 59</b>		<b>Bank Total (excluding void checks):</b>	<b>116,861.47</b>
				<b>Total Payments: 59</b>		<b>Grand Total (excluding void checks):</b>	<b>116,861.47</b>

DEPARTMENT	EMPLOYEE NAME	EMPLOYEE POSITION	TRANSACTION		DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT	Trace Numbers to employee Statement and Agree
			DATE	VENDOR NAME				
ADMINISTRATION	DAVID LEWIS	CLERICAL ASSISTANT II	1/5/2016	INTUIT QUICKBOOKS	QUICKBOOKS DOWNLOAD	100-1600-600.250.000	379.95	379.95
	TESLA NASON	HUMAN RESOURCE ANALYST	1/13/2016	CAL CHAMBER OF COMMERCE	LABOR POSTERS	100-1400-600.250.000	266.95	266.95
	ROSEANN GALVAN	ADMINISTRATIVE ANALYST	1/13/2016	WALMART	AMBASSADOR MEETING REFRESHMENTS	100-1550-610.920.000	7.98	7.98
BUILDING	DAN RUIZ	BUILDING INSPECTOR	1/12/16	NELSON'S ACE HARDWARE	GFI TESTER	100-3200-600.305.000	9.77	
	DAN RUIZ	BUILDING INSPECTOR	1/20/16	SHELL	VEHICLE GAS	701-9200-600.257.000	22.51	
	DAN RUIZ	BUILDING INSPECTOR	12/28/15	AMAZON	CAL CODE BOOK	100-3200-600.210.000	76.72	109.00
CITY MANAGER	KEN GREY	CITY MANAGER	12/30/2016	HOME DEPOT	12 ANGRY MEN	605-4300-656.540.007	532.13	
	KEN GREY	CITY MANAGER	1/3/2016	HOME DEPOT	LINCOLN PARK STATUE	100-5300-600.250.000	44.16	
	KEN GREY	CITY MANAGER	1/8/2016	HOME DEPOT	12 ANGRY MEN	605-4300-656.540.007	28.65	
	KEN GREY	CITY MANAGER	1/9/2016	HOME DEPOT	12 ANGRY MEN	605-4300-656.540.007	15.08	
	KEN GREY	CITY MANAGER	1/16/2016	HOME DEPOT	12 ANGRY MEN	605-4300-656.540.007	459.96	
	KEN GREY	CITY MANAGER	1/17/2016	HOME DEPOT	12 ANGRY MEN	605-4300-656.540.007	73.65	
	KEN GREY	CITY MANAGER	1/17/2016	HOME DEPOT	12 ANGRY MEN	605-4300-656.540.007	23.67	1,177.30
FIRE	CITY OF SELMA FIRE QRT MST	ENGINEER	1/13/16	PAYPAL	HELMET SHIELD	100-2500-600.300.000	175.95	
	CITY OF SELMA FIRE QRT MST	ENGINEER	1/13/16	HOME DEPOT-SELMA	KEYLESS DOOR LOCK	100-2525-600.250.000	260.83	436.78
	CITY OF SELMA-TRAINING DIV	ENGINEER	1/13/16	FRED PRYOR	TRAINING CLASS-JEREMY OWENS	295-2525-610.915.000	99.00	
	CITY OF SELMA-TRAINING DIV	ENGINEER	1/15/16	SAND INN	HOTEL ROOM FOR TRAINING CLASS	295-2525-610.915.000	84.75	
	CITY OF SELMA-TRAINING DIV	ENGINEER	1/20/16	CORNER STORE-SELMA	FUEL -CREDIT	701-9200-600.257.000	-34.90	
	CITY OF SELMA-TRAINING DIV	ENGINEER	1/20/16	CORNER STORE-SELMA	FUEL -CREDIT	701-9200-600.257.000	-15.80	
	CITY OF SELMA-TRAINING DIV	ENGINEER	1/20/16	CORNER STORE-SELMA	FUEL	701-9200-600.257.000	50.00	
	CITY OF SELMA-TRAINING DIV	ENGINEER	1/20/16	CORNER STORE-SELMA	FUEL	701-9200-600.257.000	40.00	
	CITY OF SELMA-TRAINING DIV	ENGINEER	1/21/16	INTEGRATED EOD CONCEPT	ARSON CONF FOR CEASAR LUNA	100-2550-610.915.000	350.00	573.05
	CITY OF SELMA-STATION 2	CAPTAIN	1/11/16	WALMART	STATION SUPPLIES	100-2525-600.250.000	94.37	
	CITY OF SELMA-STATION 2	CAPTAIN	1/20/16	SHELL OIL	FUEL FOR E311	701-9200-600.257.000	35.80	130.17
	KELLI TELLEZ	DEPARTMENT SECRETARY	12/22/15	OFFICE MAX	INK FOR PRINTER	100-1600-600.100.000	96.59	
	KELLI TELLEZ	DEPARTMENT SECRETARY	1/5/16	WALMART SELMA	MUFFINS FOR MEETING	100-2525-600.250.000	7.71	
	KELLI TELLEZ	DEPARTMENT SECRETARY	1/6/16	EMERGENCY RESPONDER	FIRE-REVOLVING ACCT	100-0000-123.010.000	500.00	
	KELLI TELLEZ	DEPARTMENT SECRETARY	1/13/16	PAYPAL	RADIOS	100-2525-600.350.000	163.43	
	KELLI TELLEZ	DEPARTMENT SECRETARY	1/19/16	SAVEMART	REFRESHMENTS FOR CAPTAINS PROMOTION	100-2525-600.250.000	47.96	815.69
	MIKE KAIN	FIRE CHIEF	1/5/16	NATIONAL ACLS TESTING	ACLS RECERT FOR CHIEF KAIN	100-2500-610.917.000	175.00	
	MIKE KAIN	FIRE CHIEF	1/14/16	HOME DEPOT-SELMA	CHAINSAW AND DRILL	100-2525-600.375.000	215.28	390.28
PLANNING /	JERRY HOWELL	INFORMATION SYSTEMS SUPERVISOR	1/15/2016	HOME DEPOT	DRILL, SCREWS FOR CODE ENFORCEMENT	100-3200-600.305.000	127.75	
	JERRY HOWELL	INFORMATION SYSTEMS SUPERVISOR	1/20/2016	WALMART	CAMERA FOR PUBLIC WORKS	210-5400-700.100.004	81.54	209.29
POLICE	CALEB GARCIA	POLICE OFFICER	12/24/2015	BAD BUDDS, FRESNO CA	FUEL	701-9200-600.257.000	44.58	
	CALEB GARCIA	POLICE OFFICER	12/28/2015	CHEVRON, FRESNO CA	FUEL	701-9200-600.257.000	48.38	
	CALEB GARCIA	POLICE OFFICER	12/30/2015	CHEVRON, MODESTO CA	FUEL	701-9200-600.257.000	49.35	
	CALEB GARCIA	POLICE OFFICER	1/5/2016	76 GAS, FRESNO CA	FUEL	701-9200-600.257.000	49.71	
	CALEB GARCIA	POLICE OFFICER	1/7/2016	EXXON MOBILE, FRESNO CA	FUEL	701-9200-600.257.000	48.03	
	CALEB GARCIA	POLICE OFFICER	1/8/2016	TACO BELL, SELMA CA	FOOD	701-9200-600.257.000	31.31	
	CALEB GARCIA	POLICE OFFICER	1/21/2016	CAL FRESNO GAS, FRESNO CA	FUEL	701-9200-600.257.000	45.18	316.54
	DEBBIE GOMEZ	COMMUNITY SERVICE OFFICER	12/30/2015	OFFICE DEPOT	EVIDENCE BOOKING MANUALS	100-2200-610.915.000	199.68	
	DEBBIE GOMEZ	COMMUNITY SERVICE OFFICER	12/30/2015	OFFICE DEPOT	COIL BINDING FOR ONE MANUAL	100-2200-610.915.000	9.75	
	DEBBIE GOMEZ	COMMUNITY SERVICE OFFICER	12/30/2015	OFFICE DEPOT	ADDITIONAL EVIDENCE BOOKING MAN.	100-2200-610.915.000	54.92	
	DEBBIE GOMEZ	COMMUNITY SERVICE OFFICER	1/5/2016	EVIDENCE, INC.	EVIDENCE TOTES AND PHOTO ID CARDS	100-2200-600.250.000	54.45	
	DEBBIE GOMEZ	COMMUNITY SERVICE OFFICER	1/14/2016	BLINDS.COM	DISPATCH REMODEL	100-2100-600.250.000	125.04	
	DEBBIE GOMEZ	COMMUNITY SERVICE OFFICER	1/14/2016	DISCOUNT RUBBER STAMPS	2ND AND FINAL NOTICES	100-2100-600.250.000	30.94	
	DEBBIE GOMEZ	COMMUNITY SERVICE OFFICER	1/15/2016	DASH MEDICAL GLOVES	XL LATEX GLOVES	100-2200-600.250.000	72.74	
	DEBBIE GOMEZ	COMMUNITY SERVICE OFFICER	1/15/2016	SALSBURY INDUSTRIES/LOCKERS.C	DISPATCH REMODEL - LOCKERS	100-2100-600.250.000	1,322.31	
	DEBBIE GOMEZ	COMMUNITY SERVICE OFFICER	1/15/2016	WALMART.COM	DISPATCH - GARBAGE/RECYCLE,ORGANI	100-2100-600.250.000	177.35	
	DEBBIE GOMEZ	COMMUNITY SERVICE OFFICER	1/15/2016	WALMART.COM	EXTENSION CORD	100-2100-600.250.000	3.77	
	DEBBIE GOMEZ	COMMUNITY SERVICE OFFICER	1/15/2016	ARROWHEAD SCIENTIFIC, INC.	DNA COMBS, WATER AMP, NIK, TYV BGS	100-2200-600.250.000	87.26	
	DEBBIE GOMEZ	COMMUNITY SERVICE OFFICER	1/18/2016	SIRCHIE FINGERPRINT LABS	JARS, CASTING FRAMES, SCALPEL, TWEEZ	100-2200-600.250.000	204.48	
	DEBBIE GOMEZ	COMMUNITY SERVICE OFFICER	1/19/2016	EVIDENT, INC.	FINGERNAIL COLLECTION KITS	100-2200-600.250.000	33.00	
	DEBBIE GOMEZ	COMMUNITY SERVICE OFFICER	1/21/2016	US MARKERBOARD	DRY ERASE/CORK DISPATCH	100-2100-600.250.000	184.26	
	DEBBIE GOMEZ	COMMUNITY SERVICE OFFICER	1/22/2016	INTERNATIONAL RADIO	MOTOROLA MICROPHONES FOR RADIOS	100-2200-600.250.000	165.53	2,725.48

DEPARTMENT	EMPLOYEE NAME	EMPLOYEE POSITION	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT	
POLICE	FRANK SANTILLAN	POLICE SERGEANT	12/28/2016	AMAZON	RADIO EAR PIECES, VIP ACCT	800-0000-121.000.000	38.97	
	FRANK SANTILLAN	POLICE SERGEANT	12/29/2016	AMAZON	TABLET CASE, SANTILLAN REV ACCT	100-0000-123.010.000	15.37	
	FRANK SANTILLAN	POLICE SERGEANT	1/4/2016	HANDLEY HOTEL	CNOA TRAINING	100-2200-610.915.000	401.64	
	FRANK SANTILLAN	POLICE SERGEANT	1/6/2016	WALMART SELMA, CA.	CLEANING SUPPLIES	100-2100-600.250.000	5.95	
	FRANK SANTILLAN	POLICE SERGEANT	1/11/2016	NEVE'S UNIFORMS AND SUPPLIES	TC SCHOOL TRAINING	100-2200-600.250.000	73.16	
	FRANK SANTILLAN	POLICE SERGEANT	1/19/2016	CORNER STORE SELMA, CA.	FUEL	701-9200-600.257.000	36.00	571.09
	GILBERT CANTU	POLICE SERGEANT	1/7/2016	OFFICE MAX, SELMA CA 93662	BINDERS, DISPATCHER BACKGROUND	100-2100-600.250.000	\$12.16	
	GILBERT CANTU	POLICE SERGEANT	1/20/2016	CORNER STORE, SELMA CA	PATROL UNIT FUEL	701-9200-600.257.000	\$30.00	
	GILBERT CANTU	POLICE SERGEANT	1/20/2016	CORNER STORE, SELMA CA	PATROL UNIT FUEL	701-9200-600.257.000	\$25.00	
	GILBERT CANTU	POLICE SERGEANT	1/20/2016	CORNER STORE, SELMA CA	PATROL UNIT FUEL	701-9200-600.257.000	\$30.00	
	GILBERT CANTU	POLICE SERGEANT	1/20/2016	CORNER STORE, SELMA CA	PATROL UNIT FUEL	701-9200-600.257.000	\$25.65	
	GILBERT CANTU	POLICE SERGEANT	1/20/2016	CORNER STORE, SELMA CA	PATROL UNIT FUEL	701-9200-600.257.000	\$18.71	141.52
	GREG GARNER	POLICE CHIEF	1/8/16	HOLIDAY INN GOLDEN GATE	LODGING-TRAINING SYMPOSIUM	100-2300-610.915.000	301.22	
	GREG GARNER	POLICE CHIEF	1/13/16	CALIFORNIA POLICE CHIEF'S ASSOC	ANNUAL TRAINING CONFERENCE REGISTRATION	100-2300-610.915.000	625.00	926.22
	JACOB PUMAREJO	POLICE OFFICER	12/31/15	VALERO	FUEL	701-9200-600.257.000	48.16	
	JACOB PUMAREJO	POLICE OFFICER	1/6/2016	CHEVRON	FUEL	701-9200-600.257.000	38.67	
	JACOB PUMAREJO	POLICE OFFICER	1/8/2016	CHEVRON	FUEL	701-9200-600.257.000	45.00	
	JACOB PUMAREJO	POLICE OFFICER	1/13/2016	CHEVRON	FUEL	701-9200-600.257.000	28.51	
	JACOB PUMAREJO	POLICE OFFICER	1/14/2016	SHELL	FUEL	701-9200-600.257.000	68.50	
	JACOB PUMAREJO	POLICE OFFICER	1/18/2016	AMAZON PRIME	AMAZON PRIME ACCT CHARGED BY MISTAKE-REIMB CITY	800-0000-121.000.000	107.14	
	JACOB PUMAREJO	POLICE OFFICER	1/21/2016	CHEVRON	FUEL	701-9200-600.257.000	37.05	
	JACOB PUMAREJO	POLICE OFFICER	1/20/2016	SHELL	FUEL	701-9200-600.257.000	39.90	
	JACOB PUMAREJO	POLICE OFFICER	1/20/2016	VERIZON	VEH CHARGER FOR IPAD/IPHONE	100-2100-600.350.000	13.05	425.98
	MYRON DYCK	LIEUTENANT	12/23/2015	BLACK BEAR DINER	FOOD FOR EVIDENCE DESTRUCTION	100-2100-600.250.000	39.55	
	MYRON DYCK	LIEUTENANT	1/6/2016	METRO UNIFORM	SHOULDER PATCHES FOR UNIFORMS	100-2200-600.250.000	608.32	
	MYRON DYCK	LIEUTENANT	1/14/2016	AMAZON.COM	REFRIGERATOR FOR DISPATCH	100-2100-600.370.000	242.88	
	MYRON DYCK	LIEUTENANT	1/19/2016	OFFICE MAX	THUMB DRIVES FOR EVIDENCE	100-2100-600.250.000	68.89	
	MYRON DYCK	LIEUTENANT	1/20/2016	VALERO CORNER STORE	FUEL-PUMPS DOWN UNIT 159	701-9200.600.257.000	38.00	997.64
	POLICE DEPT NO 1		1/4/2016	VALERO SELMA	FUEL FOR TRAINING	701-9200-600.257.000	55.34	
	POLICE DEPT NO 1		1/5/2016	CHASE LOS BANOS	FUEL FOR TRAINING	701-9200-600.257.000	30.00	
	POLICE DEPT NO 1		1/14/2016	OFFICE MAX	K9 SIGNS	100-2200-600.250.000	28.79	
	POLICE DEPT NO 1		1/19/2016	VALERO SELMA	FUEL PUMPS DOWN UNIT 172	701-9200-600.257.000	23.09	
	POLICE DEPT NO 1		1/19/2016	VALERO SELMA	FUEL PUMPS DOWN UNIT 177	701-9200-600.257.000	21.90	
	POLICE DEPT NO 1		1/19/2016	VALERO SELMA	FUEL PUMPS DOWN UNIT 166	701-9200-600.257.000	28.21	187.33
	RENE GARZA	DETECTIVE -POLICE OFFICER	1/20/16	VALERO	FUEL	701-9200-600.257.000	32.79	32.79
	RUDY ALCARAZ	SERGEANT	1/5/2016	G & R FEED	FOOD FOR K-9	100-2200-600.250.000	456.57	
	RUDY ALCARAZ	SERGEANT	1/12/2016	OFFICE MAX	OFFICE SUPPLIES	100-2100-600.250.000	4.56	
	RUDY ALCARAZ	SERGEANT	1/14/2016	HOTELS.COM	LODGING FOR TRAINING	100-2100-610.910.000	534.60	
	RUDY ALCARAZ	SERGEANT	1/21/2016	BEARS DEN	CHIEFS MEETING	100-2100-610.920.000	17.00	1,012.73
	STEVE MARES	COMMUNITY RESOURCE OFFICER	1/19/2016	CORNER STORE VALERO	FUEL	701-9200-600.257.000	30.52	
	STEVE MARES	COMMUNITY RESOURCE OFFICER	1/20/2016	CORNER STORE VALERO	FUEL	701-9200-600.257.000	9.98	
	STEVE MARES	COMMUNITY RESOURCE OFFICER	1/20/2016	CORNER STORE VALERO	FUEL	701-9200-600.257.000	33.79	74.29
	TERRY REID	SERGEANT	1/19/16	VALERO	FUEL	701-9200-600.257.000	79.81	79.81
PUBLIC WORKS	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	12/23/2015	AMAZON.COM	LED EMERGENCY LIGHTING FOR RESTROOMS	702-9300-600.370.000	\$104.97	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	1/7/2016	URBAN RESTORATION GROUP	CREDIT FOR OVERCHARGE - GRAFFITI REMOVER	210-5400-600.250.000	(\$70.68)	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	1/7/2016	URBAN RESTORATION GROUP	GRAFFITI ABATEMENT SUPPLIES	210-5400-600.250.000	\$411.43	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	1/11/2016	MITY-LITE	FOLDING CHAIRS	702-9300-600.250.000	\$1,342.73	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	1/13/2016	NELSON'S ACE HARDWARE	GRAFFITI ABATEMENT SUPPLIES	210-5400-600.250.000	\$3.91	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	1/13/2016	NELSON'S ACE HARDWARE	RESTROOM REPAIR AT A STREET FIRE STATION	702-9300-600.370.000	\$21.13	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	1/13/2016	NELSON'S ACE HARDWARE	SPECIAL SUPPLIES	100-5300-600.250.000	\$132.09	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	1/15/2016	MID VALLEY TREES	TREES FOR DOWNTOWN BEAUTIFICATION	100-5300-600.250.000	\$75.49	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	1/19/2016	GRAINGER	FLUORESCENT TUBES FOR PD	702-9300-600.250.000	\$133.08	2,154.15

DEPARTMENT	EMPLOYEE NAME	EMPLOYEE POSITION	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT	
PUBLIC WORKS	SHANE FERRELL	MAINTENANCE WORKER III	1/4/2016	HOME DEPOT	BRENTLINGER PARK RESTROOMS	100-5300-600.250.000	\$28.20	
	SHANE FERRELL	MAINTENANCE WORKER III	1/5/2016	CENTRAL VALLEY LOCK & SAFE	SENIOR CENTER EXIT DOOR HARDWARE REPLACEMENT	702-9300-600.370.000	\$54.36	
	SHANE FERRELL	MAINTENANCE WORKER III	1/7/2016	NELSON'S ACE HARDWARE	CHRISTMAS TREE	100-5300-600.250.000	\$3.52	
	SHANE FERRELL	MAINTENANCE WORKER III	1/11/2016	HOME DEPOT	HIGH STREET PARKING LOT STATUE INSTALLATION	456-4100-600.400.000	\$39.31	
	SHANE FERRELL	MAINTENANCE WORKER III	1/12/2016	NELSON'S ACE HARDWARE	HIGH STREET PARKING LOT STATUE INSTALLATION	456-4100-600.400.000	\$9.77	
	SHANE FERRELL	MAINTENANCE WORKER III	1/12/2016	NELSON'S ACE HARDWARE	HIGH STREET PARKING LOT STATUE INSTALLATION	456-4100-600.400.000	\$10.91	
	SHANE FERRELL	MAINTENANCE WORKER III	1/13/2016	NELSON'S ACE HARDWARE	HIGH STREET PARKING LOT STATUE INSTALLATION	456-4100-600.400.000	\$100.02	
	SHANE FERRELL	MAINTENANCE WORKER III	1/13/2016	NELSON'S ACE HARDWARE	HIGH STREET PARKING LOT STATUE INSTALLATION	456-4100-600.400.000	\$179.40	
	SHANE FERRELL	MAINTENANCE WORKER III	1/13/2016	HOME DEPOT	HIGH STREET PARKING LOT STATUE INSTALLATION	456-4100-600.400.000	\$31.90	
	SHANE FERRELL	MAINTENANCE WORKER III	1/14/2016	NELSON'S ACE HARDWARE	HIGH STREET PARKING LOT STATUE INSTALLATION	456-4100-600.400.000	\$7.60	
	SHANE FERRELL	MAINTENANCE WORKER III	1/14/2016	HOME DEPOT	HIGH STREET PARKING LOT STATUE INSTALLATION	456-4100-600.400.000	\$78.67	
	SHANE FERRELL	MAINTENANCE WORKER III	1/14/2016	HOME DEPOT	ARTIFICIAL TURF INSTALLATION PROJECT @ LINCOLN PARK	100-5300-600.250.000	\$79.67	
	SHANE FERRELL	MAINTENANCE WORKER III	1/19/2016	NELSON'S ACE HARDWARE	RUBBER BOOTS	100-5300-600.300.000	\$33.26	
	SHANE FERRELL	MAINTENANCE WORKER III	1/19/2016	CORNER STORE	FUEL FOR #720 (SUSD FUEL PUMPS DOWN)	701-9200-600.257.000	\$23.00	
	SHANE FERRELL	MAINTENANCE WORKER III	1/19/2016	CORNER STORE	FUEL FOR #718 (SUSD FUEL PUMPS DOWN)	701-9200-600.257.000	\$66.47	
	SHANE FERRELL	MAINTENANCE WORKER III	1/20/2016	CORNER STORE	FUEL FOR #1313 (SUSD FUEL PUMPS DOWN)	701-9200-600.257.000	\$71.04	817.10
	STEVE GIBBS	EQUIPMENT MECHANIC III	12/22/2015	DAVE'S TOWING	AUTO SERVICE - TOWING #223	701-9200-600.458.000	\$250.00	
	STEVE GIBBS	EQUIPMENT MECHANIC III	12/30/2015	A OKAY BODY SHOP	AUTO SERVICE REPAIRS - #157	701-9200-600.457.000	\$4,258.09	
	STEVE GIBBS	EQUIPMENT MECHANIC III	1/6/2016	NAPA AUTO PARTS	AUTO PARTS - SHOP	701-9200-600.256.000	\$104.70	
	STEVE GIBBS	EQUIPMENT MECHANIC III	1/7/2016	NAPA AUTO PARTS	AUTO PARTS	701-9200-600.256.000	\$34.09	
	STEVE GIBBS	EQUIPMENT MECHANIC III	1/7/2016	HAAKER EQUIPMENT COMPANY	AUTO PARTS - #1313	701-9200-600.256.000	\$401.75	
	STEVE GIBBS	EQUIPMENT MECHANIC III	1/7/2016	LES SCHWAB	AUTO SERVICE REPAIR - #225	701-9200-600.457.000	\$764.30	
	STEVE GIBBS	EQUIPMENT MECHANIC III	1/7/2016	FEDERAL SIGNAL CORPORATION	AUTO SERVICE REPAIR -	701-9200-600.457.000	\$186.47	
	STEVE GIBBS	EQUIPMENT MECHANIC III	1/8/2016	SWANSON FAHRNEY FORD	AUTO PARTS - #166	701-9200-600.256.000	\$77.81	
	STEVE GIBBS	EQUIPMENT MECHANIC III	1/8/2016	LES SCHWAB	AUTO SERVICE REPAIR - # 176	701-9200-600.457.000	\$161.82	
	STEVE GIBBS	EQUIPMENT MECHANIC III	1/12/2016	SWANSON FAHRNEY FORD	AUTO SERVICE REPAIR - #168	701-9200-600.457.000	\$900.06	
	STEVE GIBBS	EQUIPMENT MECHANIC III	1/12/2016	FAHRNEY BUICK GMC	AUTO PARTS - #225	701-9200-600.256.000	\$14.87	
	STEVE GIBBS	EQUIPMENT MECHANIC III	1/12/2016	BURTON'S FIRE, INC.	AUTO PARTS - #8507	701-9200-600.256.000	\$76.20	
	STEVE GIBBS	EQUIPMENT MECHANIC III	1/13/2016	NAPA AUTO PARTS	AUTO PARTS	701-9200-600.256.000	\$9.79	
	STEVE GIBBS	EQUIPMENT MECHANIC III	1/14/2016	FAHRNEY BUICK GMC	AUTO SERVICE REPAIR - #227	701-9200-600.457.000	\$207.80	
	STEVE GIBBS	EQUIPMENT MECHANIC III	1/14/2016	O'REILLY AUTO SUPPLY	AUTO PARTS - SHOP	701-9200-600.256.000	\$68.34	
	STEVE GIBBS	EQUIPMENT MECHANIC III	1/15/2016	O'REILLY AUTO SUPPLY	AUTO PARTS - #265	701-9200-600.256.000	\$113.82	
	STEVE GIBBS	EQUIPMENT MECHANIC III	1/19/2016	NAPA AUTO PARTS	AUTO PARTS	701-9200-600.256.000	\$143.28	
	STEVE GIBBS	EQUIPMENT MECHANIC III	1/20/2016	NAPA AUTO PARTS	AUTO PARTS - #714	701-9200-600.256.000	\$45.64	
	STEVE GIBBS	EQUIPMENT MECHANIC III	1/20/2016	NAPA AUTO PARTS	AUTO PARTS - #804	701-9200-600.256.000	\$120.05	
	STEVE GIBBS	EQUIPMENT MECHANIC III	1/21/2016	O'REILLY AUTO SUPPLY	AUTO PARTS - SHOP	701-9200-600.256.000	\$52.06	
	STEVE GIBBS	EQUIPMENT MECHANIC III	1/21/2016	REDNECK TRAILER SUPPLIES	AUTO PARTS - #804	701-9200-600.256.000	\$301.39	8,292.33
RECREATION	ALLIE CONTRERAS	SENIOR CENTER ACTIVITY COORD	12/22/2016	DOLLAR TREE	GIFTS FOR SENIORS	805-0000-226.400.000	6.49	
	ALLIE CONTRERAS	SENIOR CENTER ACTIVITY COORD	12/24/2016	ANN'S DONUTS	XMAS BREAKFAST	805-0000-226.400.000	23.50	
	ALLIE CONTRERAS	SENIOR CENTER ACTIVITY COORD	12/29/2016	PARTY CITY	NEW YEARS PARTY	805-0000-226.400.000	131.89	
	ALLIE CONTRERAS	SENIOR CENTER ACTIVITY COORD	12/31/2016	SAL'S RESTAURANT	SENIOR LUNCH	805-0000-226.400.000	100.00	
	ALLIE CONTRERAS	SENIOR CENTER ACTIVITY COORD	12/31/2016	SAL'S RESTAURANT	SENIOR LUNCH	805-0000-226.400.000	101.10	
	ALLIE CONTRERAS	SENIOR CENTER ACTIVITY COORD	1/3/2016	WALMART	OFFICE SUPPLIES	805-0000-226.400.000	52.16	
	ALLIE CONTRERAS	SENIOR CENTER ACTIVITY COORD	12/30/2016	SAVEMART	NEW YEARS PARTY	805-0000-226.400.000	25.20	440.34
	MIKAL KIRCHNER	RECREATION SUPERVISOR	1/4/2016	WALGREENS	CALCULATOR BATTERY FOR OFFICE WORK	100-4100-600.250.000	5.75	
	MIKAL KIRCHNER	RECREATION SUPERVISOR	1/9/2016	NELSON'S	ST CENTER HEAT THERMOMETER FOR FOOD	100-4500-600.250.000	9.23	
	MIKAL KIRCHNER	RECREATION SUPERVISOR	1/15/2016	NELSON'S	SHAVER GOLF CART FIELD DRAG HOOK	100-4700-600.250.000	3.90	
	MIKAL KIRCHNER	RECREATION SUPERVISOR	1/20/2016	SHELL	FUEL- SUSD GAS NOT OPERATIONAL	100-4700-600.250.000	12.00	30.88
ARTS	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	1/5/2016	NELSONS ACE HARDWARE	KEY COPIES	100-4300-600.250.000	14.03	
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	1/6/2016	VTIX	TICKETS 12 & WILLY WONKA	100-4300-600.250.000	376.26	
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	1/8/2016	AMAZON MARKETPLACE	WILLY WONKA COSTUMES	100-4300-600.250.000	53.90	
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	1/9/2016	AMAZON MARKETPLACE	WILLY WONKA COSTUMES	100-4300-600.250.000	10.20	
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	1/9/2016	AMAZON MARKETPLACE	WILLY WONKA COSTUMES	100-4300-600.250.000	51.10	
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	1/11/2016	AMAZON MARKETPLACE	WILLY WONKA COSTUMES	100-4300-600.250.000	94.55	
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	1/12/2015	AMAZON MARKETPLACE	WILLY WONKA COSTUMES	100-4300-600.250.000	41.04	
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	1/13/2015	BACKDROPS FANTASTIC	WILLY WONKA BACKDROP	100-4300-600.250.000	721.00	
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	1/15/2016	ZIPPER SHIPPER	WILLY WONKA COSTUMES	100-4300-600.250.000	13.79	
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	1/18/2016	JOANN STORE	WILLY WONKA COSTUMES	100-4300-600.250.000	159.40	
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	1/18/2015	WALMART	WILLY WONKA COSTUMES/ PROPS	100-4300-600.250.000	165.85	
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	1/18/2016	OFFICEMAX	WILLY WONKA POSTERS	100-4300-600.250.000	50.01	
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	1/20/2015	AMAZON MARKETPLACE	WILLY WONKA COSTUMES	100-4300-600.250.000	37.33	
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	1/21/2016	AMAZON MARKETPLACE	WILLY WONKA COSTUMES	100-4300-600.250.000	51.39	1,839.85

## US BANK INVOICE FOR CALCARD CHARGES: 12/23-1/22/16

Trace  
Numbers to  
employee  
Statement  
and Agree

DEPARTMENT	EMPLOYEE NAME	EMPLOYEE POSITION	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT	
SENIOR CENTER	ANTOINETTE HILL	SENIOR CENTER AIDE	12/30/2015	TARGET	KITCHEN SUPPLIES, ICE BUCKET	100-4500-600.100.000	66.74	
	ANTOINETTE HILL	SENIOR CENTER AIDE	12/30/2015	SMART N FINAL	KITCHEN SUPPLIES, COFFEE, ETC	805-0000-226.100.000	191.07	
	ANTOINETTE HILL	SENIOR CENTER AIDE	12/30/2015	SMART N FINAL	CREAMER, PEANUT BUTTER ETC	805-0000-226.100.000	38.94	
	ANTOINETTE HILL	SENIOR CENTER AIDE	12/30/2015	KEITH SELLERS	CRAFTS FOR CERAMICS	805-0000-226.100.000	125.00	
	ANTOINETTE HILL	SENIOR CENTER AIDE	1/6/2016	WALMART	CLEANING SUPPLIES	100-4500-600.100.000	49.59	
	ANTOINETTE HILL	SENIOR CENTER AIDE	1/8/2016	WALMART	SODAS FOR BINGO SNACKS	805-0000-226.400.000	120.61	
	ANTOINETTE HILL	SENIOR CENTER AIDE	1/11/2016	WALMART	VALENTINE DECORATIONS	100-4200-600.100.000	50.34	
	ANTOINETTE HILL	SENIOR CENTER AIDE	1/13/2016	SMART N FINAL	CUPS FOR PB	100-4500-600.100.000	17.26	
	ANTOINETTE HILL	SENIOR CENTER AIDE	1/20/2016	WALMART	SODAS AND CANDY FOR BINGO	805-0000-226.400.000	77.34	
	ANTOINETTE HILL	SENIOR CENTER AIDE	1/21/2016	UNLINE	LAMINATING SHEETS	100-4500-600.100.000	47.85	
	ANTOINETTE HILL	SENIOR CENTER AIDE	1/21/2016	WALMART	TABLE DECORATIONS	805-0000-226.200.000	53.18	837.92
							26,400.43	26,400.43
							0.00	0.00

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

March 7, 2016

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**ITEM NO:** 2

**SUBJECT:** Resolution approving the levy and collection of the annual assessment for services rendered in the Landscaping and Lighting Maintenance District (LLMD) No. 1 in the City of Selma for the 2016/2017 fiscal year.

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**DISCUSSION:** At the February 16, 2016 Council meeting, Resolution No. 2016-4R, Initiating Proceedings for Levy and Resolution No. 2016-5R, Intention to Levy & Collect were passed.

The Engineer's Report summarizes the year's activities and levies the necessary assessments to provide funding for maintenance costs. As costs have increased only slightly from last year (\$198,012.47 for 2016/2017 compared to \$197,440.24 for 2015/2016 – an increase of \$572.23), we will not be increasing the assessment amounts. The LLMD assessments for 2016/2017 will remain the same as 2015/2016.

Tonight, a Public Hearing is required, and staff is requesting only the approval of the resolution to approve the report for levy and collection of the annual assessment for fiscal year 2016/2017.



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

**RECOMMENDATION:** Conduct Public Hearing and approve resolution approving the Report for the levy and collection of the annual LLMD Assessment for the 2016/2017 fiscal year.

Daniel K. Bond  
Daniel K. Bond, City Engineer

1/26/16  
Date

Kenneth Grey  
Kenneth Grey, City Manager

3-1-2016  
Date

We Kenneth Grey, City Manager and 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. 2016- R**

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF SELMA APPROVING THE REPORT FOR LEVY AND  
COLLECTION OF THE ANNUAL ASSESSMENT FOR SERVICES RENDERED IN  
THE LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT No. 1  
IN THE CITY OF SELMA**

WHEREAS, the City Engineer has prepared a CITY ENGINEER'S REPORT on Landscaping and Lighting Maintenance District No.1 in the City of Selma, a copy of which is on file with the City Clerk; and

WHEREAS, the City Council of said City held a public hearing on the 7<sup>th</sup> day of March, 2016, at which time interested persons were invited to appear and be heard on the question of the levy and collection of the proposed assessments.

NOW, THEREFORE, BE IT RESOLVED, that any and all protests to the levy and collection of assessments in and to parcels in the Landscaping and Lighting Maintenance District No. 1, be and are hereby denied; and

BE IT FURTHER RESOLVED, that the assessments set forth in the said revised City Engineer's Report be and are hereby levied to and against the designated parcels in the said district as set forth in the said report; and

BE IT FURTHER RESOLVED, that the City Clerk of said City be and is hereby directed to file and record the City Engineer's Report of assessments to the appropriate offices of the County of Fresno for collection upon the tax rolls of the said County.

The foregoing Resolution was duly approved by the Selma City Council at a regular meeting on the 7<sup>th</sup> day of March, 2016, by the following vote, to wit:

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

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Scott Robertson  
Mayor of the City of Selma

ATTEST:

By: \_\_\_\_\_  
Reyna Rivera  
City Clerk

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

**March 7, 2016**

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**ITEM NO:** 3

**SUBJECT:** Second Reading and Public Hearing of an Ordinance Regulating Use and Sale of Electronic Smoking Devices and Electronic Smoking Device Paraphernalia (Adding Chapter 23 to Title V of the Selma Municipal Code (SMC)).

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**DISCUSSION:** On April 6, 2015, this Council adopted a Temporary Interim, Urgency Ordinance imposing a moratorium on the establishment of any new cigar lounge, hookah lounge, tobacco store, vapor or e-cigarette, tobacco or smoking paraphernalia vendor within the City. The Urgency Ordinance was effective for a period of 10 months and 15 days and, consequently, will expire on or about February 26, 2016. The Urgency Ordinance imposed a moratorium on a variety of establishments referred to therein as cigar lounges, or hookah lounges and any "smoke shop" which included any retail or wholesale business or person selling or offering for sale or offering to exchange for any form of consideration, tobacco, tobacco products, electronic smoking devices, also known as e-cigarettes or vapor cigarettes, and associated paraphernalia having 10 or more of its square feet in the establishment used for the sale or display of such products. The purpose of the temporary moratorium was to enable the City to study the effects on the public health, safety and welfare of such establishments and to develop appropriate, Constitutional regulations concerning such uses.

The uses as to which the moratorium was imposed, covered, in essence, three different categories of activities: (1) a Smoking Lounge, that is an establishment which allows the smoking or use of hookahs or cigars or other tobacco products within the establishment, whether it was enclosed, indoor or outdoor; (2) a retail or wholesale outlet for tobacco products, including cigars and cigarettes or chewing tobacco and any other tobacco product; and, (3) retail or wholesale businesses that offer for sale electronic smoking devices or paraphernalia or tobacco paraphernalia. The sale and smoking of tobacco is heavily regulated by State law, but electronic smoking devices and paraphernalia are not. Accordingly, to appropriately regulate the two different classes of activities, one of which is already regulated by State law, and the other which is not, Staff proposes the adoption of two separate ordinances, one which imposes regulations on electronic smoking devices and paraphernalia and their wholesale or retail sale, essentially making those products subject to the same restrictions applicable to tobacco products and the smoking of tobacco products; and, another which regulates the wholesale or retail sale or offering for sale of any such product, whether it be an electronic smoking device, paraphernalia or a tobacco product.

This ordinance relates specifically to electronic smoking devices and paraphernalia and essentially places electronic smoking devices and paraphernalia on a par with tobacco products. The proposed ordinance prohibits the use of electronic smoking devices in areas that are designated as smoke free environments by State law which essentially prohibits smoking in all places of employment and public places and prohibiting the sale of electronic smoking devices and paraphernalia to persons under 18 years of age.

The ordinance also regulates the manner in which a retailer may advertise and display electronic smoking devices or paraphernalia. Basically, the ordinance simply makes sale or use of electronic smoking devices and paraphernalia equivalent to the use or sale of cigarettes. A different ordinance is proposed to establish regulations with respect to wholesale and retail sales or offers to sell tobacco products and electronic smoking devices or paraphernalia, which treats the two activities as the same.

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

**RECOMMENDATION:** Conduct Public Hearing and approve Ordinance Regulating Electronic Smoking Devices.

Date: February 19, 2016

/s/ Neal E. Costanzo  
Neal E. Costanzo, Selma City Attorney

Date: February 19, 2016

/s/ Ken Grey   
Ken Grey, City Manager

## **ORDINANCE 2016-1**

### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SELMA REGULATING ELECTRONIC SMOKING DEVICES**

WHEREAS, electronic smoking devices, commonly known as “electronic cigarettes,” “e-cigarettes,” “e-cigars,” “e-cigarillos,” “e-pipes,” “e-hookahs,” “electronic nicotine delivery systems,” are battery operated devices designed to deliver nicotine, flavor, and/or other substances through a vapor inhaled by the user; and

WHEREAS, according to statistical studies published by the State of California, use of electronic smoking devices has increased significantly in recent years, as evidenced by the fact that:

- Between 2011 and 2012 the percentage of all youth in grades 6 to 12 who had tried electronic smoking devices doubled;
- 6.8% of all youth between 6<sup>th</sup> and 12<sup>th</sup> grade report trying electronic smoking devices;
- 10% of high school students have tried electronic smoking devices;
- 9.3% of youth who have used electronic smoking devices have never smoked conventional cigarettes;
- Between 2010 and 2011, rates of both awareness and use of unregulated electronic smoking devices by adults also increased significantly; and

WHEREAS, existing studies on electronic smoking devices’ vapor emissions and cartridge contents have found a number of dangerous substances including:

- Chemicals known to the State of California to cause cancer such as formaldehyde, acetaldehyde, lead, nickel, and chromium;
- PM<sub>2.5</sub>, acrolein, tin, toluene, and aluminum, which are associated with a range of negative health effects such as skin, eye, and respiratory irritation, neurological effects, damage to reproductive systems, and even premature death from heart attacks and stroke;
- Inconsistent labeling of nicotine levels in electronic smoking device products; and
- In one instance, diethylene glycol, an ingredient used in antifreeze and toxic to humans; and

WHEREAS, more than one study has concluded that exposure to vapor from electronic smoking devices may cause passive or secondhand vaping; and

WHEREAS, some cartridges used by electronic smoking devices can be re-filled with liquid nicotine solution, creating the potential for exposure to dangerous concentrations of nicotine, and as a result:

- Poisonings from electronic smoking devices have increased dramatically in the last three and half years from “one a month in September 2010 to 215 a month in February 2014;”

- Analysis of reports of poisonings from electronic smoking devices finds that calls reporting exposure to electronic smoking devices are much more likely to involve adverse health effects when compared to calls reporting exposure to conventional cigarettes; and

WHEREAS, clinical studies about the safety and efficacy of these products have not been submitted to the FDA for the more than 400 brands of electronic smoking devices that are on the market and for this reason, consumers currently have no way of knowing:

- Whether electronic smoking devices are safe;
- What types or concentrations of potentially harmful chemicals the products contain; and
- What dose of nicotine the products deliver; and

WHEREAS, the World Health Organization has strongly advised consumers against the use of electronic smoking devices until they are “deemed safe and effective and of acceptable quality by a competent national regulatory body”; and

WHEREAS, the World Medical Association has determined that electronic smoking devices “are not comparable to scientifically-proven methods of smoking cessation” and that “neither their value as therapeutic aids for smoking cessation nor their safety as cigarette replacements is established”; and

WHEREAS, electronic smoking devices often mimic conventional tobacco products in shape, size, and color, with the user exhaling a smoke-like vapor similar in appearance to the exhaled smoke from cigarettes and other conventional tobacco products; and

WHEREAS, the use of electronic smoking devices in smoke-free locations threatens to undermine compliance with smoking regulations and reverse the progress that has been made in establishing a social norm that smoking is not permitted in public places and places of employment;

WHEREAS, more than 59 jurisdictions within California require retailers to obtain a license to sell electronic smoking devices and at least 44 local jurisdictions in California prohibit the use of electronic smoking devices in specific locations.

NOW THEREFORE, it is the intent of the City Council, in enacting this ordinance, to provide for the public health, safety, and welfare by discouraging the use of electronic smoking devices around non-users, especially children; by protecting the public from exposure to secondhand byproducts of electronic smoking devices where they live, work, and play; by facilitating uniform and consistent enforcement of smoke-free air laws; by reducing the potential for re-normalizing smoking in public places and places of employment; by reducing the potential for children to associate the use of electronic smoking devices with a normative or healthy lifestyle; and by prohibiting the sale or distribution of electronic smoking devices to minors.

**SECTION I.** Chapter 23 is hereby added to Title V of the Selma Municipal Code to read as follows:

**5-23-1 DEFINITIONS.** The following words and phrases, whenever used in this Chapter shall have the meanings defined in this section unless the context clearly requires otherwise:

- (a) “Business” means any sole proprietorship, partnership, joint venture, corporation, association, or other entity formed for profit-making purposes.
- (b) “Electronic Smoking Device” means an electronic device that can be used to deliver an inhaled dose of nicotine, or other substances, including any component, part, or accessory of such a device, whether or not sold separately. “Electronic Smoking Device” includes any such device, whether manufactured, distributed, marketed, or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, or any other product name or description.
- (c) “Electronic Smoking Device Paraphernalia” means cartridges, cartomizers, e-liquid, smoke juice, tips, atomizers, Electronic Smoking Device batteries, Electronic Smoking Device chargers, and any other item specifically designed for the preparation, charging, or use of Electronic Smoking Devices.
- (d) “Employee” means any Person who is employed or retained as an independent contractor by any Employer in consideration for direct or indirect monetary wages or profit, or any Person who volunteers his or her services for an Employer.
- (e) “Employer” means any Business or Nonprofit Entity that retains the service of one or more Employees.
- (f) “Nonprofit Entity” means any entity that meets the requirements of California Corporations Code section 5003 as well as any corporation, unincorporated association or other entity created for charitable, religious, philanthropic, educational, political, social or similar purposes, the net proceeds of which are committed to the promotion of the objectives or purposes of the entity and not to private gain. A government agency is not a Nonprofit Entity within the meaning of this Chapter.
- (g) “Nominal Cost” means the cost of any item imposed for the transfer from one person to another for less than the total of: (1) twenty-five percent (25%) of the fair market value of the item exclusive of taxes and government fees; plus (2) all taxes and government fees previously paid and all taxes and government fees still due on the item at the time of transfer.
- (h) “Non-sale Distribution” means to give, furnish, or cause or allow to be given or furnished within the jurisdictional limits of the City, an Electronic Smoking Device or Electronic Smoking Device Paraphernalia at no cost or at Nominal Cost to a Person who is not a Retailer.
- (i) “Person” means any natural person, cooperative association, Employer, personal representative, receiver, trustee, assignee, or any other legal entity including a government agency.

- (j) “Public Place” means any place within the city or county, public or private, that is open to the general public regardless of any fee or age requirement, including, for example, bars, restaurants, clubs, stores, stadiums, parks, playgrounds, taxis, and buses and means any place used by a membership association or club at which non-member guests are present or permitted, including, for example and without limitation, fraternity and sorority houses.
- (k) “Retailer” means any Person who sells, offers for sale, or does or offers to exchange for any form of consideration, Electronic Smoking Devices or Electronic Smoking Device Paraphernalia. “Retailing” means the doing of any of these things. This definition is without regard to the quantity of the Electronic Smoking Devices or Electronic Smoking Device Paraphernalia sold, offered for sale, exchanged, or offered for exchange.
- (l) “Self-Service Display” means the open display or storage of Electronic Smoking Devices or Electronic Smoking Device Paraphernalia in a manner that is physically accessible in any way to the general public without the assistance of a Retailer or Employee of a Retailer and a direct person-to-person transfer between a Retailer or Employee of a Retailer and any other Person. A vending machine is a form of Self-Service Display.
- (m) “Smoking” means inhaling, exhaling, burning, or carrying any lighted, heated, or ignited cigar, cigarette, cigarillo, pipe, hookah, Electronic Smoking Device, or any plant product intended for human inhalation.

### **5-23-2 PROHIBITION OF ELECTRONIC SMOKING DEVICE USE IN SMOKE-FREE PLACES**

- (a) It shall be a violation of this Chapter to use an Electronic Smoking Device in any place within the City where Smoking of tobacco products is prohibited by law.
- (b) No Person, Employer, or Nonprofit Entity shall knowingly permit the use of Electronic Smoking Devices in an area under the legal or de facto control of that Person, Employer or Nonprofit Entity and in which Smoking of tobacco products is prohibited by law.

### **5-23-3 RETAILING REQUIREMENTS AND PROHIBITIONS**

- (a) Sale to minors prohibited. It shall be a violation of this Chapter to sell, give or furnish, or cause to be sold, given or furnished, an Electronic Smoking Device or Electronic Smoking Device Paraphernalia to a natural Person under 18 years of age in any place within the City.
- (b) Positive identification required. No Retailer shall sell, give or furnish an Electronic Smoking Device or Electronic Smoking Device Paraphernalia to a natural Person who appears to be under the age of thirty (30) years without first examining identification to confirm that the recipient is at least 18 years of age.

- (c) Self-Service Displays of Electronic Smoking Devices or Electronic Smoking Device Paraphernalia are prohibited.
- (d) Non-sale Distribution Prohibited. No Person, motivated by an economic or a business purpose, shall engage in the Non-sale Distribution of any Electronic Smoking Device or Electronic Smoking Device Paraphernalia in any Public Place.
- (e) Exception. No provision in this Chapter shall apply to any product specifically approved by the United States Food and Drug Administration for use in the mitigation, treatment, or prevention of disease.

#### **5-23-4 NON-RETALIATION.**

No Person, Employer, or Nonprofit Entity shall intimidate, threaten any reprisal, or effect any reprisal, for the purpose of retaliating against another Person who or which seeks to attain compliance with this chapter.

#### **5-23-5 PENALTIES AND ENFORCEMENT.**

- (a) The remedies provided by this chapter are cumulative and in addition to any other remedies available at law or in equity.
- (b) Violations of this Chapter are hereby declared to be a public nuisance.
- (c) Violations of any provision of this Chapter are subject to administrative, criminal, civil or other penalties and enforcement pursuant to Chapter 4 of Title I of this Code.

#### **5-23-6 PREEXISTING NON-CONFORMING USE.**

Notwithstanding anything in this Chapter to the contrary, all other provisions of this Code, including but not limited to Chapter 28 of Title XI relating to signs, are applicable to persons subject to the provisions of this Chapter.

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

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



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

\* \* \* \* \*

I, Reyna Rivera, City Clerk of the City of Selma, do hereby certify that the foregoing Ordinance was introduced at the February 1, 2016, regular City Council meeting and passed at a regular meeting of the City Council of the City of Selma on the \_\_\_\_ day of \_\_\_\_\_ 2016, by the following vote, to wit:

AYES: COUNCIL MEMBERS:  
NOES: COUNCIL MEMBERS:  
ABSENT: COUNCIL MEMBERS:  
ABSTAIN: 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,  
City Attorney

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

**March 7, 2016**

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**ITEM NO:** 4  
**SUBJECT:** Second Reading and Public Hearing of an Ordinance Regulating  
Smoke Shops and Smoking Lounges.

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**DISCUSSION:** This is the second of two proposed ordinances that replace the temporary moratorium on the establishment of any wholesale or retail business or establishment selling or offering to sell any form of tobacco product, electronic smoking device or related accessory or paraphernalia. This ordinance includes within the meaning of the word "Smoke Shop" any establishment or business that sells at wholesale or retail, or offers to sell any tobacco product, electronic smoking device or accessory when more than 10% of either its gross floor space or display area is devoted to the sale, display or marketing of such products. It defines a Smoking Lounge to include a Cigar Lounge, Hookah Lounge, or any other place, except a residence, whether enclosed or unenclosed that allows the smoking of any tobacco product or electronic smoking device at the establishment or on the premises of that business.

Because these are lawful products, and their use, for persons over the age of 18 is also lawful, it is likely Unconstitutional or inconsistent with applicable State law to prohibit these uses or activities within the City. The City may, however, limit, dramatically, the existence of such businesses by requiring the issuance of a Conditional Use Permit under existing Code provisions and the satisfaction of additional conditions, as locational and operational requirements of such establishments so that none is operated anywhere outside of a commercial or manufacturing zone of the City, and must be operated under a Conditional Use Permit issued under the provisions of Chapter 16 of Title XI of the Municipal Code. In addition to the usual requirements for a Conditional Use Permit, other locational and operational requirements are imposed on Smoke Shops and Smoking Lounges including requirements that they be located at least 600 feet away from any school or park, or church and 600 feet away from another Smoke Shop or Smoking Lounge; that the operator hold a valid California Cigarette and Tobacco Products Retailer's License issued by the State Board of Equalization; that there is always an on-site manager present who is 21 years of age or older; and, that no person under the age of 18 is permitted to work in any such establishment.

This ordinance further provides for the repeal of Section 10 of Chapter 9 of Title XI of the Code which included provisions for an administratively issued Conditional Use Permit applicable to sellers of tobacco products and E-cigarettes, because that provision is replaced (and the establishment of such an enterprise made more difficult) by the proposed new regulations.

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

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**RECOMMENDATION:** Conduct Public Hearing and approve Ordinance Regulating Smoke Shops and Smoking Lounges.

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Date: February 19, 2016

/s/ Neal E. Costanzo  
 Neal E. Costanzo  
 City Attorney for City of Selma

Date: February 19, 2016

/s/ Ken Grey   
 Ken Grey, City Manager

**ORDINANCE NO. 2016-02**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SELMA  
REGULATING AND REQUIRING CONDITIONAL USE PERMIT FOR  
TOBACCO STORES OR ELECTRONIC SMOKING DEVICES AND/OR  
PARAPHANELIA VENDORS (SMOKE SHOPS) AND CIGAR AND HOOKAH  
LOUNGES (SMOKING LOUNGES) AND REPEALING SECTION 10 OF  
CHAPTER 9 OF TITLE VI OF THE SELMA MUNICIPAL CODE**

**WHEREAS**, on April 6, 2015, the City Council extended an Urgency Ordinance for a period of 10 months and 15 days imposing a moratorium on the establishment of any new cigar lounge, hookah lounge, tobacco store, vapor or e-cigarette, tobacco or smoking paraphernalia vendor in order to develop regulations relating to the establishment and operation of such businesses; and

**WHEREAS**, the Urgency Ordinance will expire February 26, 2016; and

**WHEREAS**, Staff has studied and evaluated the most efficient means of regulating and limiting the establishment of hookah, cigar or smoking lounges, tobacco stores and vendors of vapor or e-cigarette, tobacco or smoking paraphernalia (smoke shops) and developed regulations for the establishment and operation of such businesses within the City which address the threats to public health, safety and welfare by virtue of the proliferation, development, operation and location of these types of uses; and

**WHEREAS**, it is appropriate for purposes of promoting the public health, safety and welfare to regulate and limit the number of businesses and establishments which have as their primary business the sale of electronic smoking devices, electronic smoking device paraphernalia, tobacco or paraphernalia, or operation of hookah or cigar lounges for the following reasons:

(A) Such uses create concerns when they are located in close proximity to sensitive uses such as residential areas, churches, schools, parks, arcades, and other similar uses where minors tend to congregate as the existence of these uses tends to attract minors to such products which are recognized to be harmful to their health.

(B) Such uses are a target for theft and vandalism and in some cases have been found to be affiliated with the sale of drug paraphernalia that encourages illegal activity that can negatively affect neighborhoods and the surrounding community.

(C) Hookah, cigar, or smoking lounges and similar establishments produce secondary smoke that can negatively affect workers, passersby, neighbors, the elderly, sick and disabled and, in particular, minors and State law has recognized the health risk

associated with such uses by virtue of Labor Code §6404.4 prohibiting unlawful smoking of tobacco and hookah pipes in enclosed places of employment as well as prohibiting the smoking of tobacco and hookah pipes by those under 18 years of age (Penal Code §308) and prohibiting such activities in any public place.

(D) Clinical studies concerning the safety of electronic smoking devices and paraphernalia demonstrate the such activities can give rise to exposure to dangerous emissions and substances or chemicals and since the use of electronic smoking devices has not been approved by the Federal Food and Drug Administration (FDA), consumers have no way of knowing whether the electronic smoking devices are safe, what types of potentially harmful chemicals those products contain and what dose of nicotine, if any, those products might deliver and use of electronic smoking devices threatens to undermine compliance with smoking regulations and reverse progress made in establishing a social norm that smoking is not permitted in public places and places of employment.

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

Section I: Chapter 24 is hereby added to Title V of the Selma Municipal Code to read as follows:

**5-24-1 DEFINITIONS.** The following words and phrases, wherever used in this Chapter shall have the meaning defined in this section unless the context clearly requires otherwise:

A. “Hookah” means glass or metal water pipe usually decorated and shaped somehow like a bottle or small tank with a long flexible core pipe also known as a sisha, nargile, hubble, bubble, nag, or Turkish water pipe.

B. “Hookah Lounge” means an area of a commercial establishment, whether enclosed, indoor or outdoor, designated specifically for the use hookahs, but does not include private use of hookahs in personal residence, if otherwise in compliance with applicable law.

C. “Electronic Smoking Device” means an electronic device that can be used to deliver an inhaled dose of nicotine, or other substances, including any component, part, or accessory of such a device, whether or not sold separately. “Electronic Smoking Device” includes any such device, whether manufactured, distributed, marketed, or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, or any other product name or descriptor.

D. “Electronic Smoking Device Paraphernalia” means cartridges, cartomizers, e-liquid, smoke juice, tips, atomizers, Electronic Smoking Device batteries, Electronic Smoking Device chargers, and any other item specifically designed for the preparation, charging, or use of Electronic Smoking Devices.

E. “Tobacco Paraphernalia” means any device, product, equipment or material of any kind that intended or designed for use for smoking, inhaling or ingesting tobacco, notwithstanding that the device, product, equipment or material may also be used for smoking, inhaling or ingesting any controlled substances. Tobacco paraphernalia includes but is not limited to metal, ivory, wooden, or acrylic, glass, stone, plastic or ceramic pipes; water pipes, bongs, cigarette papers or wrappers, cigarette rolling machines, blunt wraps as defined in Section 308 of the Penal Code, hookahs or similar devices constructed with a receptacle or container in which water or some other liquid may be placed into which smoke passes and is cooled in the process of being inhaled or ingested.

F. “Tobacco Product” means any substance containing tobacco leaf, including but not limited to cigarettes, cigars, pipe tobacco, snuff, chewing tobacco, dipping tobacco, or any other preparation of tobacco; and any product or formulation of matter containing biologically detectable amounts of nicotine that is manufactured, sold, offered for sale or otherwise distributed with the expectation that the product or matter will be introduced into the human body, but does not include any product specifically approved by the Federal Food and Drug Administration for use in treating nicotine or tobacco product dependence.

G. “Smoke Shop” means a retail or wholesale business or any person that sells, offers for sale or offers to exchange for any form of consideration, tobacco, tobacco products, electronic smoking devices or electronic smoking device paraphernalia or tobacco paraphernalia and has 10% or more of its square feet in the establishment used for the sale or display of tobacco, tobacco products or tobacco paraphernalia, electronic smoking devices or electronic smoking paraphernalia or advertising.

H. “Smoking Lounge” means a commercial establishment or portion thereof where electronic smoking devices, tobacco products, tobacco paraphernalia, Hookah pipes or any of these are used by persons on the premises, but does not include any private residence.

#### **5-24-2 CONDITIONAL USE PERMIT REQUIRED.**

A. Conditional Use Permit. Smoke Shops and Smoking Lounges shall only be permitted in the C-3, M-1 or M-2 zones of the City and shall be subject to the issuance, existence and validity of a Conditional Use Permit as provided for in Chapter



16 of Title XI of this Code (commencing with 11-16-1) and full compliance with each and every condition thereof. Such Conditional Use Permit shall be issued only if the applicant has submitted a Site Plan showing the location of the use and the following findings have been made:

1. That the proposed use is either a Smoke Shop or Smoking Lounge as defined in Section 1 of this Chapter;
2. That the establishment of the proposed use is compatible with surrounding uses;
3. That the proposed use does not have a detrimental effect on the public health, safety or general welfare.

B. Locational and Operational Requirements. Smoke Shops and Smoking Lounges shall comply with the following requirements:

1. The use is being established outside of 600 feet of a residential zone of the City, or any public or private Daycare, Kindergarten, Elementary School, Middle School, High School, Public Library, Church or Public Park or any other Smoke Shop or Smoking Lounge;
2. Written approval from the property owner where such use is to be established, authorizing same;
3. Each Smoke Shop and Smoking Lounge shall hold a valid California Cigarette and Tobacco Products Retailer's License issued by the State Board of Equalization, in accordance with State Law, which shall be prominently displayed in a publicly visible location at the establishment;
4. Each Smoke Shop and Smoking Lounge shall have an on-site manager who is a minimum of 21 years of age;
5. No person who is younger than the minimum age of 18 years shall be permitted to sell, display, market, barter, trade, or exchange any combination of tobacco, tobacco products, tobacco paraphernalia, electronic smoking devices or electronic smoking device paraphernalia.
6. A fully functional color digital video camera system must be in place to record the activities of the premises. Each Smoke Shop and Smoking Lounge owner/operator along with staff are required to consult with and comply with directions of the Selma Police Department for placement of such equipment. The camera storage capacity should be for at least one week (seven calendar days), and a minimum of one (1) terabyte (TB). The System must continuously record, store, be capable of playing

back images and be fully functional at all times. Any recordings of criminal activity shall be provided to the Selma Police Department within 24 hours of the initial request.

7. All other applicable requirements of the provisions of this Code, including but not limited to Chapter 28 of Title XI, relating to signs, will be observed.

#### **5-24-3 DRUG PARAPHERNALIA PROHIBITED.**

Except as otherwise authorized by law, no person shall maintain or operate any place of business in which drug paraphernalia is kept, displayed or offered in any manner, sold, furnished or transferred or given away. For the purposes of this section, the word “drug paraphernalia” shall be defined by reference to the California Health & Safety Code §11014.5, as it now exists or may hereinafter be amended.

#### **5-24-4 PREEXISTING NON-CONFORMING USES.**

Prior to the effective date of this Chapter, a Smoke Shop or Smoking Lounge lawfully existing and holding a valid business license in the City of Selma, may remain in existence until such time as there is a substantial change in the mode or character of operation. For purposes of this Section, a substantial change of mode or character of operation shall include, but not be limited to, structural changes by expansion of useable floor space or remodeling, a pattern of conduct violates any other law or provision of this Code, or a period of closure for more than 30 days. Transfers of ownership shall not be considered a substantial change of mode or character of operation. When a substantial change of mode or character of operation occurs, lawfully existing Smoke Shops and Smoking Lounges must obtain a Conditional Use Permit and shall be otherwise subject to all of the provisions of this Chapter and may not be reestablished unless there is full compliance with all of the provisions of this Chapter. Prior to the effective date of this ordinance, an inventory of existing Smoke Shop and Smoking Lounges shall be conducted by City Staff and filed with the Community Development Department. Upon completion of the inventory, only those businesses listed in the inventory shall be deemed to be Smoke Shops or Smoking Lounges lawfully existing as set forth in this Section.

Section 2: Section 10 of Chapter 9 of Title XI of the Selma Municipal Code is hereby repealed.

Section 3: California Environmental Quality Act: The City Council having considered the Staff Report and all public comments, has determined that this ordinance is not a project under the California Environmental Quality Act because the

ordinance has no potential for resulting in a physical change in the environment. Since the ordinance is not a project, no environmental documentation is required.

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

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

\* \* \* \* \*

I, Reyna Rivera, City Clerk of the City of Selma, do hereby certify that the foregoing Ordinance was introduced at the February 1, 2016, regular City Council meeting and passed at a regular meeting of the City Council of the City of Selma on the \_\_\_\_ day of \_\_\_\_\_ 2016, by the following vote, to wit:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	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,  
City Attorney

{00014054.DOC;1}

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

March 7, 2016

ITEM NO:

5

**SUBJECT:** Consideration and necessary action on resolution abandoning a portion of Grove Street between Third and Selma Streets – Public hearing and adoption.

**BACKGROUND:** This item was heard and recommended to the Selma City Council at the Selma Planning Commission on February 22, 2016 meeting. The City Engineering Department has evaluated this abandonment and the benefit to the community outweighs the current use of the small portion of Grove Street.

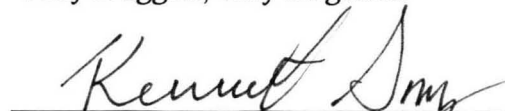
**DISCUSSION:** This portion of Grove Street will be used for a future public facility to be constructed adjacent to this site.

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

**RECOMMENDATION:** Conduct public hearing and adopt resolution approving the abandonment for the portion of Grove Street between Third and Selma Streets.

  
Joey Daggett, City Engineer

3/2/2016  
Date

  
Ken Grey, City Manager

3-1-2016  
Date

**RESOLUTION NO. 2016 – R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA  
AUTHORIZING ABANDONMENT OF A PORTION OF GROVE STREET  
BETWEEN THIRD AND SELMA STREETS.**

**WHEREAS**, the City of Selma has carefully examined the question of abandoning a strip of Grove Street between Third and Selma Streets. The portion within the above referenced limits has been determined to better service the community as a portion of a future public facility than the existing portion of Grove Street; and

**WHEREAS**, the City Council conducted a public hearing, as heretofore specified, and considered the proposal and the report together with all public testimony of interested parties; and

**WHEREAS**, the Planning Commission examined and considered the Environmental Assessment No. 2016-0010, and finds that the project is consistent with the objective and policies of the General Plan of the City of Selma. The Planning Commission finds that the project is exempt under CEQA pursuant to Section 15301 Ministerial Land Use Limitations of the California Environmental Quality Act; and

**WHEREAS**, pursuant to Streets and Highways Code Section 8300 et. Seq., the City Council of the City of Selma desires to vacate a strip of surplus right-of-way of North Street between West Front and East Front Streets; and

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

1. The City Council does hereby vacate a portion of Grove Street Right-of-way between Third and Selma Streets, south of Mill Street. Said vacation is hereby determined to be of a minor nature.
2. The vacation proceedings were conducted pursuant to the Streets and Highways Code, Section 8300 et. seq. and Section 8334 thereof.
3. The City Clerk shall cause a certified copy of this Resolution to be recorded with the Recorder's Office of the County of Fresno. From and after the date of recording of this Resolution with the Recorder's Office of the County of Fresno, that the portion described above longer constitutes a street.
4. Upon vacation, title to said Vacated Street shall be merged proportionally with the contiguous property as shown on Exhibit "A" attached hereto.

**BE IT FURTHER RESOLVED**, that the City Engineer is appointed and directed for the special purpose of recording the lot merger on behalf of the City of Selma.



I, Reyna Rivera, City Clerk to the City of Selma do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Selma on March 7, 2016 by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

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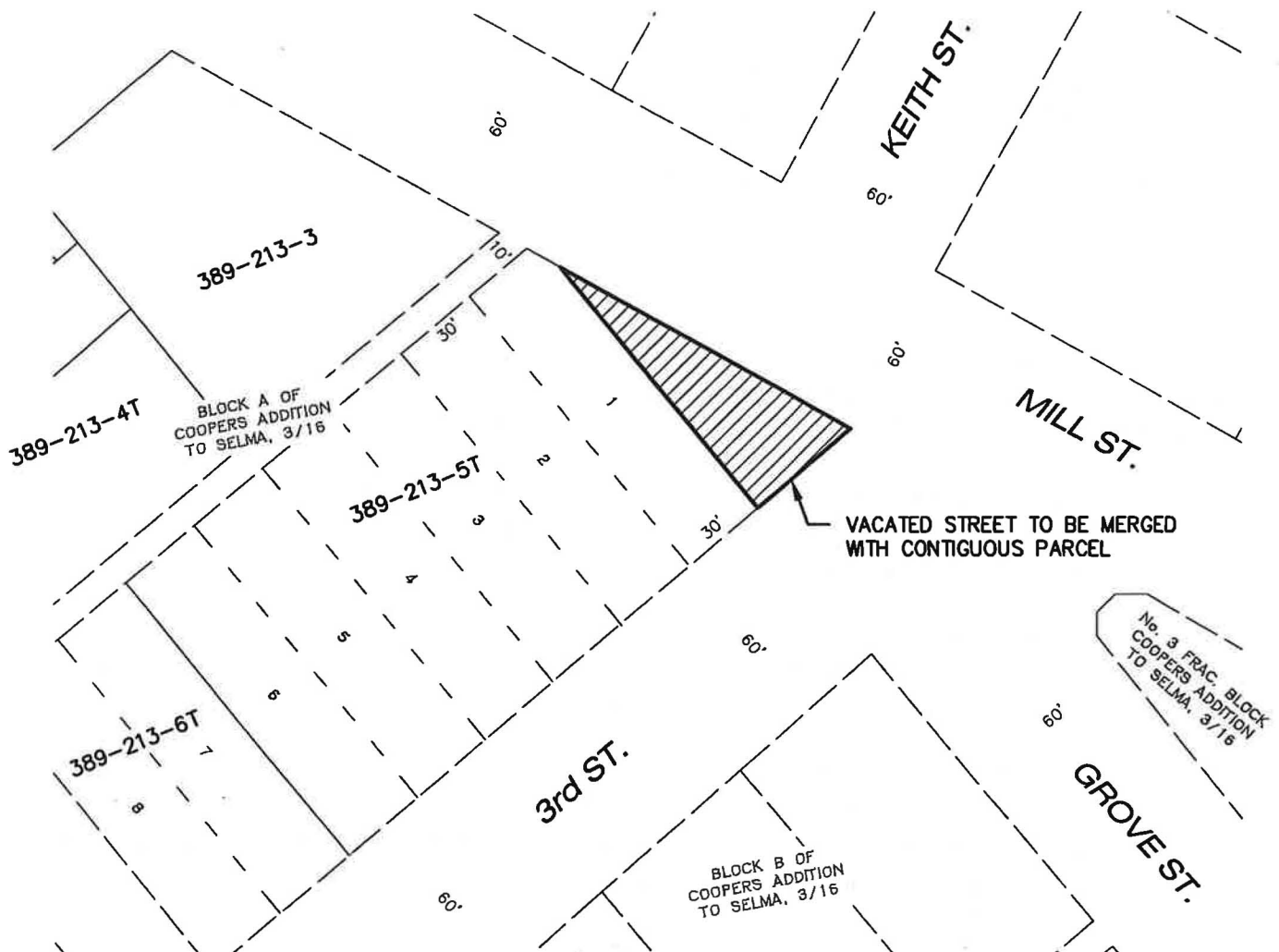
Scott Robertson  
Mayor of the City of Selma

ATTEST:

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Reyna Rivera  
City Clerk of the City of Selma

# EXHIBIT "A"



## LEGEND



INDICATES AREA TO BE VACATED FOR PUBLIC STREET PURPOSES AND RESERVED FOR PUBLIC UTILITY PURPOSES (60' PREVIOUSLY DEDICATED ON MAP OF ARRANTS ADDITION TO SELMA)

PREPARED BY:

SURVEYORS NOTE: PARCEL DATA OBTAINED FROM GIS DATA.

**GATEWAY**  
ENGINEERING, INC.

P. 559-320-0344 F. 559-320-0345 WWW.GEFRESNO.COM  
5811 E. PRINCETON AVENUE, FRESNO, CA 93727-1377

PROJECT:

PORTION OF "GROVE"  
STREET TO BE VACATED

DESCRIPTION:

PORTION OF THE MAP OF COOPERS ADDITION TO SELMA, RECORDED IN BOOK 3, PAGE 16 OF PLATS, FRESNO COUNTY RECORDS.

JOB NO.:

DATE: 2/17/2016

SCALE: 1"=60'

SHEET:

1 OF 1

**RESOLUTION NO. 2016-0002**

**A RESOLUTION OF THE SELMA PLANNING COMMISSION  
MAKING FINDINGS AND RECOMMENDING THE ABANDONMENT OF A  
PORTION OF GROVE STREET BETWEEN THIRD AND SELMA STREETS SOUTH  
OF MILL STREET TO BE MERGED WITH AN ADJACENT PROPERTY**

**CITY OF SELMA STREET ABANDONMENT**

**WHEREAS**, on February 22, 2016, the Selma Planning Commission, at a public meeting, considered the abandonment of a portion of Grove Street between Third and Selma Streets and south of Mill Street to be used as a portion of a future public facility; and

**WHEREAS**, the Planning Commission conducted a public hearing, noticed in accordance with all State and local law, and considered the Planning Division Staff Report and public testimony of interested parties; and

**WHEREAS**, pursuant to Streets and Highways Code Section 8300 et. Seq., the Planning Commission recommends the vacation of a strip of Grove Street, between Third and Selma Streets to the City Council of the City of Selma; and

**WHEREAS**, based on substantial evidence provided in the Initial Study and the whole record before the Planning Commission for Environmental Assessment and public comments related to the project, it has been determined that there is no possibility this project may have any significant effects on the environment; and

**WHEREAS**, the Planning Commission deliberated and determined that the following findings stated and included in this Resolution were based on the reports, evidence and verbal presentations to support the actions taken at this meeting:

**FINDINGS**

1. The Planning Commission does hereby recommend to the Selma City Council the vacation of a portion of Grove Street Right-of-Way between Third and Selma Streets and south of Mill Street. Said vacation is hereby determined to be of a minor nature.
2. The vacation proceedings were conducted pursuant to the Streets and Highways Code, Section 8300 et. seq. and Section 8334 thereof.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Selma Planning Commission hereby finds and takes the following actions:

The foregoing Resolution was duly approved by the Selma Planning Commission at a regular meeting held on the 22<sup>nd</sup> day of February 2016, by the following vote, to wit:

AYES:	COMMISSIONERS:	Serimian, Maxey, Coury, Gonzalez J., Gonzalez G., Ivory
NOES:	COMMISSIONERS:	0
ABSTAIN:	COMMISSIONERS:	0
ABSENT:	COMMISSIONERS:	Niswander

  
\_\_\_\_\_  
JIM IVORY CHAIRMAN OF  
THE PLANNING COMMISSION

ATTEST:

  
\_\_\_\_\_  
Bryant Hemby, Assistant Planner  
Secretary, Selma City Planning Commission

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

March 7, 2016

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**ITEM NO:** 6

**SUBJECT:** Consideration and Necessary action on Authorization for the Salazar Center Lease Agreements with Serving and Mobilizing, Assistance, Resources and Training (SMART) Center and Boys and Girls Club.

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**BACKGROUND:** The Council worked with the Selma Ministerial Alliance to find a location to develop a program for youth and adults in Selma.

The Salazar Community Center was identified as a location for this program and Council endorsed it. The City of Selma entered into a lease agreement with the Serving and Mobilizing Assistance, Resources and Training (SMART) Center to lease the Salazar Center on April 2010.

In March 2013 the lease was up for renewal and the SMART Center Board of Directors requested a three-year extension of the lease through February 2016.

The SMART Center pays \$1.00 per year, for the lease of the building and they are responsible for all utilities and maintenance costs. They also include the City as an additional insured on their liability insurance policy. A recent addendum to the agreement was done in July 2015 regarding the additional fire protection alarm services required by Fresno County in order to utilize the kitchen.

The SMART Center is interested in collaborating with the Boys and Girls Club. In order to assist in facilitating that collaboration the City will need to review the existing SMART Center Lease and incorporate the Boys and Girls Club as well.

During the January 19, 2016 Council meeting- Council authorized the City Manager to negotiate leases with both agencies.

**DISCUSSION:** Council is now being asked to review and authorize the City Manager to execute the leases with both parties.





## COMMUNITY RESOURCE LEASE AGREEMENT

The Serving and Mobilizing Assistance, Resources and Training (SMART) Center, an unincorporated association of members located within the city of Selma (hereinafter referred to as "Lessee"), hereby agrees to lease from the City of Selma (hereinafter referred to as "Lessor") and Lessor hereby agrees to lease to Lessee, certain real property owned by Lessor, situated in the County of Fresno, State of California, consisting of a building commonly known as the Salazar Center, located at 1800 Sheridan Street, Selma, California, to be used by Lessee exclusively for the public purposes identified in this lease. This lease ("Lease") is made and entered into upon the following terms and conditions:

### 1. TERM

#### Section 1.01. Term.

(a) **Initial Term.** The initial term of this Lease shall be for a period of three (3) years, commencing March 1, 2016 (hereinafter the "Commencement Date"), and ending on February 28, 2019 (hereinafter the "Expiration Date"), unless sooner terminated pursuant to any of the provisions of this Lease.

(b) **Extended Term.** This Lease may be extended for any additional or further term by mutual agreement of Lessor and Lessee.

### 2. RENT

Section 2.01. Rent. Rent shall be paid on March 1st each year for the year beginning on the Commencement date and ending at midnight the day prior to the anniversary of each Commencement Date.

Section 2.02. Amount of Rent. The amount of rent shall be One Dollar (\$1.00) per year.

### 3. USE OF PROPERTY

Section 3.01. Use of the Property. Lessee shall use the leased property as a community resource center which will provide for meals, food, seminars, workshops, conferences and other basic needs and social services and information concerning the availability of other assistance to homeless persons and other persons in need of such assistance. At all times, the property shall be used for the purpose of operating a community resource center only and for no other use without Lessor's express prior written consent. The property shall be maintained in accordance with the applicable zoning of the City of Selma, the applicable building codes of the City of Selma and

applicable ordinances, regulations and statutes of the City of Selma, the State of California and the federal government, including, but not limited to, environmental laws and regulations. Any changes to the property shall be approved by the Lessor prior to Lessee making any such changes. It is understood and agreed that the property is in a state of disrepair and that to use the property for this purpose, Lessee must make certain improvements, alterations, and repairs necessary to bring the property into compliance with applicable building codes, ordinances, regulations and statutes of the City of Selma and the State of California. Lessee shall make all such improvements, alterations and repairs necessary to bring the building into compliance with all applicable laws and regulations at its own cost and expense according to the use of the Building under the SMART Center Purpose and Mission. If the SMART Center, despite good faith efforts, is unable to maintain said building as required by code, the lease may be terminated as provided herein. Any improvement, alteration or repair to a fixture on the property or which creates a fixture on the property shall become the property of the City of Selma upon expiration of the terms of this Lease. Lessee shall not be entitled to any compensation whatsoever for the making of any such improvement, alteration or repair to the leased property. Lessee shall not use or allow the property to be used for any purpose or any manner that is unlawful, illegal, or likely to cause damage to the property, to adjoining properties, or in a manner that would constitute a hazard to the public or any adjoining property, or to cause a nuisance. Lessee shall maintain the property in the manner reasonably customary with respect to commercial property and Lessee shall bear all costs of maintenance during the term of this Lease.

#### **4. IMPROVEMENTS ALTERATIONS AND FIXTURES**

Section 4.01. Improvements, Alterations, and Fixtures. Lessee agrees to and shall construct on the leased real property any improvements, alterations, or fixtures necessary for the operation of the community resource center. Any Lessee improvements, alterations, and fixtures shall be in compliance with all applicable laws of the City of Selma, the State of California, and if applicable, the federal government.

Section 4.02. Effect of Expiration or Termination on Improvements, Alterations and Fixtures. Upon expiration or termination of this Lease, all improvements, alterations, and fixtures affixed to the property shall, at the election of the Lessor, become the property of the Lessor.

Section 4.03. Standard Work. All work to be performed by or for Lessee pursuant to this Lease will be performed diligently, and in good and workmanlike manner, consistent with normal business practice, and in compliance with all applicable laws, ordinances, regulations, and rules and public authority having jurisdiction over the property.

Section 4.04. Mechanic's Liens. Lessee agrees to keep the property free of all liens and claims for labor performed on and material delivered to the property. If a lien is placed on the property resulting from any such labor or material or construction on or

to the property resulting from any act of the Lessee, Lessee shall cause such lien to be removed, expunged, or bonded around within ten (10) working days following the recordation of such lien. In the event that Lessee fails to remove the lien recorded against the premises, Lessor may take any action Lessor deems appropriate, including obtaining a bond, to remove such lien and any costs to Lessor related to removing such lien, including legal costs or attorney's fees incurred shall be due and payable by Lessee to Lessor within thirty (30) days of demand by Lessor.

## **5. UTILITIES**

Section 5.01. Utilities. Lessee shall maintain and pay for all water, electric, solid waste, gas, sewage, alarm service, pest control service, ansul system service, and all other utilities of any kind supplied to or used by Lessee on or to the leased property. Lessee shall reimburse Lessor for any cost or expense of providing to the leased property any of the aforementioned utilities or service incurred by Lessor during the term of this Lease. Regarding calculation of the water rate the formula for expense shall be to take the prior year water invoices for January through March (when the water to the park is turned off) and to average these into a monthly rate that will be applied for the balance of the following year. The electrical rate will be 40% of the metered invoice (60% will be absorbed by the City for Park electrical service).

- (a) SMART Center agrees this property will be under dual Lease with the other Lessee being Boys & Girls Club, all utility expenses as stated in the paragraph above shall be equally split between SMART Center and Boys & Girls Club with the following exceptions: SMART Center will be responsible for 100% of the Ansul system costs for nineteen months (following that date the costs will be equally split between SMART Center and Boys & Girls Club).
- (b) Both SMART Center and Boys & Girls Club will be independently responsible for their own costs for communications and internet systems.
- (c) In the event that SMART Center or Boys & Girls Club vacate their Lease of this building, the remaining Lessee shall be responsible for the full values of the utility expenses as detailed in the first paragraph of this section.

## **6. USE OF PROPERTY FOR PUBLIC PURPOSES**

Section 6.01. Use of Property for Public Purposes. Lessee covenants and agrees that at all times, during the term or any extension of this Lease, the property shall be used only as a community resource center for the purposes of providing food and/or social assistance to persons in need and that it shall maintain a set schedule of hours of operation, Sunday through Saturday, as determined by Lessee, during all or part of the hours of each day between 7:00 a.m. and 10:00 p.m. Lessee agrees that this property shall be under dual Lease to Boys & Girls Club resulting in a time share agreement. SMART Center shall have access to the property on Monday through Friday

from 7 a.m. to 2 p.m. and from 7p.m. to 10p.m. each week while public school is in session. When Public School is out of session SMART Center will have access Monday through Friday for the hours from 7 a.m. to 12 p.m. (the computer lab room will be available to SMART Center for the time from 12 noon to 2p.m. during the summer schedule on Monday only) and from 7p.m. to 10p.m. each week. SMART Center shall have the exclusive access on Saturday and Sunday each week for the time of 7a.m. to 10p.m. Lessee further agrees that the use of the building space shall be demarcated for areas of sole use and joint use between SMART Center and the Boys & Girls Club in accordance with attached Exhibit "A" which is a floor plan indicating the use of spaces within the building. Lessee agrees that the property shall not be used as a permanent or temporary place of residence, abode, or occupancy by any person or persons. It is understood and agreed that the property subject to this Lease is a building which is located in a existing City park and that while Lessee shall be allowed public access to the grounds immediately surrounding the building for the purposes of ingress and egress to and from the building or for the purposes of providing the services to persons in need contemplated by this Lease, that no activity by Lessee, or any person on the property with the permission of Lessee, shall in any way interfere with the use by the public, or by Lessor of the City park that surrounds the building that is the subject of this Lease. Lessee shall not have clients occupying the grounds unsupervised after closing of the facility. It will be the responsibility of Lessee to make sure that clients are transported or arrangements are made to transport them to another facility after closing. This is based on concerns that have been expressed to the City Council by residents near the facility. Failure to meet this provision on a continued basis will result in review of the lease and notice of termination if not rectified.

## **7. INSURANCE AND INDEMNIFICATION**

Section 7.01. Indemnification. Lessor will not be liable for any loss or damage to person or property caused by theft, fire, acts of God, acts of public enemy riot, strike, insurrection, war, court order, requisition or order of government body or affiliate, unless caused by an act of Lessor. Lessee will indemnify and defend Lessor by counsel acceptable to Lessor, against any liabilities, including reasonable attorney's fees and court costs, arising out of or relating to the following:

(a) Claims of injury to or death of persons or damage to property occurring or resulting directly or indirectly from the use or occupancy of the property, or from activities of Lessee, Lessee's licensees, invitees, or anyone about the property, or from any other cause, except to the extent caused by Lessor's gross negligence or willful misconduct;



(b) Claims for work or labor performed, or for materials or supplies furnished to or at request of Lessor in connection with performance of any work done for or at a request of Lessee on the property; and

(c) Claims arising from any breach or default on the part of Lessee in the performance of any covenant contained in this Lease. Provisions of this section will survive the expiration or termination of this Lease with respect to any claims or liabilities occurring prior to expiration or termination of this Lease.

Section 7.02. Insurance. Lessee, at Lessee's expense, will procure and retain for the duration of this Lease, or longer if required, insurance against claims for injuries to or death of persons or damaged property occurring or resulting directly or indirectly from the use or occupancy of the property, or from activities of the Lessee, Lessee's invitees, or licensees, or anyone about the property or for any other costs, except to the extent caused by Lessor's gross negligence or willful misconduct. Lessee shall procure and retain for the duration of this Lease fire and other insurance against destruction or damage to the leased property from fire or act of God with minimum coverage limits in an amount sufficient to fully repair or replace the leased property and satisfactory to Lessor. Lessor reserves the right to alter, amend, increase or otherwise modify the insurance requirements stated herein as follows:

(a) Minimum Scope of Insurance Coverage:

General Liability Insurance Coverage Broad Form Comprehensive  
General Liability Insurance.

(b) Minimum Limits of Insurance.

General Liability: \$1,000,000 combined to single limit per occurrence for death, bodily injury, personal injury and property damage. If an aggregate limit is used, either a separate aggregate limit shall apply to this property or the aggregate limit shall be twice the occurrence limit.

Fire Insurance: An amount sufficient to fully replace the leased property and satisfactory to Lessor.

(c) Verification of Coverage.

Lessee shall furnish to Lessor certificates of insurance naming the City of Selma as an additional insured with original endorsements effecting coverage required by this Lease. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates or endorsements are to be received and approved by Lessor prior to the commencement date,

and thereafter, Lessee shall furnish new certificates thirty (30) days prior to the expiration date of the previous certificate(s). Lessor reserves the right to require complete, certified copies of all the prior insurance policies at all times. Lessee will also provide Lessor with a certificate of insurance showing Lessor as an additional insured. The policy will require ten (10) days written notice to Lessor prior to cancellation or material change or coverage.

## **8. HAZARDOUS MATERIAL**

Section 8.01. Definitions. As used in this section, hazardous material means any chemical, substance or material that is or may be hazardous to human health or the safety of the environment that are now or becomes in the future, listed, defined, or regulated in any manner by any environmental law.

Section 8.02. Use of Hazardous Materials. Lessee will not use or allow the use of the property in a manner that may cause hazardous materials to be used or to become present on, under, or about the property or other properties in the vicinity of the property.

Section 8.03. Lessee's Indemnification of Lessor. Lessee will indemnify, protect, defend, and hold harmless Lessor from all claims, judgments, causes of action, damages, penalties, fines, taxes and expenses including reasonable attorney's fees and court costs arising directly or indirectly as a result of or in connection with Lessee or Lessee's agents or representatives' breach of any prohibition or provision of this section.

## **9. CONDEMNATION**

Section 9.01. Total Condemnation. If all or part of the real property is condemned by eminent domain, inversely condemned, or sold in lieu of condemnation for any public or quasi public use or purpose, this Lease will terminate as of the date of title vesting in that proceeding and the rent will be abated from the date of termination.

Section 9.02. Partial Condemnation.

(a) If any portion of any real property is condemned by eminent domain, inversely condemned, or sold in lieu of condemnation for any public or quasi public use or purpose and the partial condemnation, and Lessee's reasonable opinion, renders the property unsuitable for Lessee's business as described herein, this Lease will terminate

as of the date of the title vesting an order of immediate possession in that proceeding and the rent will be abated on the date of termination.

## 10. TERMINATION BY LESSEE OR LESSOR

Section 10.01. Termination by Lessee. Lessee or Lessor may terminate this Lease by giving Lessor and Lessee ninety (90) days written notice of Lessee's or Lessor's intent to terminate this Lease.

## 11. DEFAULT

Section 11.01. Events of Default. The occurrence of any of the following events will, at Lessor's option, constitute an event of default ("Event of Default"):

- (a) Failure to use the Property for the purposes and uses identified in this Lease;
- (b) Vacation or abandonment of the Premises for a period of thirty (30) consecutive days;
- (c) Failure to perform Lessee's covenants under this Lease;
- (d) The making of a general assignment by Lessee or any of its members for the benefit of creditors, the filing of a voluntary petition by Lessee or any of its members, or the filing of an involuntary petition by any of Lessee's creditors or creditors of its members seeking the rehabilitation, liquidation, or reorganization of Lessee or any of its members under any law relating to bankruptcy, insolvency, or other relief of debtors and, in the case of an involuntary action, the failure to remove or discharge the petition within sixty (60) days of the filing.

Section 11.02. Remedies. In the event of any default by Lessee under this Lease, Lessor shall have the following remedies:

- (a) **Termination.** In the event of occurrence of any Event of Default, Lessor will have the right to give a written termination notice to Lessee and, on the date specified in that notice, this Lease will terminate unless on or before that date all arrears of rent and all other sums payable by Lessee under this Lease and all costs and expenses incurred by or on behalf of Lessor have been paid by Lessee and all other Events of Default at the time existing have been fully cured to the satisfaction of Lessor.
- (b) **Repossession.** Following termination, without prejudice to other remedies Lessor may have, Lessor may (a) peaceably re-enter the Premises on voluntary surrender by Lessee, (b) remove Lessee and any other persons occupying

the Premises, using any legal proceedings that may be available; (c) repossess the Premises or relet the Premises or any part of them for any term (which may be for a term extending beyond the Term), at any rental and on any other terms and conditions that Lessor in Lessor's sole discretion may determine, with the right to make reasonable alterations and repairs to the Premises; and (d) remove all personal property.

Section 11.03. Continuation. Even though an Event of Default may have occurred, this Lease will continue in effect for so long as Lessor does not terminate Lessee's right to possession. No act by Lessor under this Lease, including acts of maintenance, preservation, or efforts to lease the Premises or the appointment of a receiver on application of Lessor to protect Lessor's interest under this Lease, will terminate this Lease unless Lessor notifies Lessee that Lessor elects to terminate this Lease.

Section 11.04. Cumulative. Each right and remedy of Lessor provided for in this Lease or now or later existing at law, in equity, by statute, or otherwise, will be cumulative and will not preclude Lessor from exercising any other rights or remedies provided for in this Lease or now or later existing at law or in equity, by statute, or otherwise.

## **12. ASSIGNMENT AND SUBLETTING**

Section 12.01. Prohibition. Lessee may not assign or sublet, whether voluntary or involuntary or by operation of law, the Premises or any part of the Premises, without Lessor's express written consent.

## **13. ENTRY**

Section 13.01. Entry. Lessor reserves the right to enter the Premises upon reasonable notice to Lessee (except in case of an emergency, in which case no notice would be required) to inspect the Premises or the performance by Lessee of the terms and conditions of this Lease.

## **14. ENTIRE AGREEMENT**

Section 14.01. Entire Agreement. This Lease sets forth all the agreements between Lessor and Lessee concerning the Premises, and there are no other agreements, either oral or written, other than as set forth in this Lease. Any alteration of this agreement must be done in writing.

## **15. TIME OF ESSENCE**

Section 15.01. Time. Time is of the essence in this Lease.

## **16. SEVERABLE**

Section 16.01. Severable. If any provision of this Lease or the application of any provision is held by a court of competent jurisdiction to be invalid, void, or unenforceable to any extent, the remaining provisions of this Lease and the application of the remaining portion of it will be severable and enforceable.

## **17. GOVERNING LAW**

Section 17.01. Governing Law. This Lease will be construed and enforced in accordance with the laws of the State of California.

## **18. SUCCESSORS AND ASSIGNS**

Section 18.01. Successors. This Lease will be binding on and inure to the benefit of the successors and assigns of Lessor and Lessee, their heirs and court appointed representatives.

## **19. NO THIRD-PARTY BENEFICIARIES**

Section 19.01. Third-Party Beneficiaries. Nothing in this Lease is intended to create any third-party benefit.

## **20. RECORDATION**

Section 20.01. Memorandum of Lease. Lessee shall not record this Lease, any memorandum of this Lease, nor any other document which will or may create a cloud on title to any portion of the property of which the Premises are a part.

## **21. NO AGENCY, PARTNERSHIP, OR JOINT VENTURE**

Section 21.01. No Agency, Etc. Nothing contained in this Lease will be deemed or construed by the parties, or by a third party, as creating the relationship of principal and agent, partnership, or joint venture by the parties. It is understood and



agreed that no provision contained in this Lease or any acts of the parties will be deemed to create any relationship other than the relationship of Lessor and Lessee.

## **22. NO MERGER**

Section 22.01. No Merger. The voluntary or other surrender of this Lease by Lessee or a mutual cancellation of the Lease or a termination by Lessor will not work a merger and will, at the option of Lessor, terminate all of any existing sub-tenancies or may, at the option of Lessor, operate as an assignment to Lessor of any sub-tenancies.

## **23. NO WAIVER**

Section 23.01. No Waiver. No waiver of any default or breach under this Lease will be implied from any omission to take action on account of this Lease, regardless of any custom and practice or course of dealing. No waiver will affect any default other than the default specified in the waiver, and then the waiver will be operative only for the time and to the extent stated in the Lease. Waivers of any covenant will not be construed as a waiver of any subsequent breach of the same covenant. No waiver by either party of any provision under this Lease will be effective unless in writing and signed by that party.

## **24. NOTICES**

Section 24.01. Notices. All notices to be given under this Lease will be in writing and mailed by first-class mail, postage prepaid or delivered by personal or courier delivery, or sent by facsimile (immediately followed by one of the preceding methods), to Lessor's address and Lessee's address, or to any other place that Lessor or Lessee may designate in a written notice given to the other party. Notices will be deemed served on the earlier of receipt or three (3) days after the date of mailing.

Lessor: City of Selma  
Attn: City Manager  
1710 Tucker Street  
Selma, CA 93662  
Telephone: (559) 891-2200  
Facsimile: (559) 896-1068

Lessee: SMART Center  
1800 Sheridan Street  
Selma, CA 93662

## **25. AUTHORIZATION**

Section 25.01. Authorization. Each individual executing this Lease on behalf of Lessor and Lessee represents and warrants that she or he is duly authorized to execute and deliver this Lease on behalf of Lessor and Lessee and that the execution is binding upon Lessor and Lessee.

## **26. HOLDING OVER**

Section 26.01. Holding Over. If Lessee fails to surrender possession of the Premises or any part of the Premises after expiration of the term, the holding over will constitute a month-to-month tenancy.

## **27. SURRENDER**

Section 27.01. Surrender. Upon the expiration or termination of this Lease or Lessee's right to possession of the Premises, Lessee will surrender the Premises to Lessor.

## **28. COUNTERPARTS**

Section 28.01. Counterparts. This Agreement may be executed simultaneously in one or more counterparts or by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

This Lease is executed on this \_\_\_\_\_ day of March 2016, in the City of Selma,  
County of Fresno, State of California.

LESSOR:

CITY OF SELMA

By: \_\_\_\_\_  
Kenneth Grey, City Manager

APPROVED AS TO FORM

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

LESSEE:

SMART CENTER,  
A Non-Profit Corporation

*Smart Center Vice Chair*  
By: *Sandy Wilson* \_\_\_\_\_  
Sandy Wilson  
✓ Chairperson

Salazar Center  
1800 Sheridan Selma, CA 93662

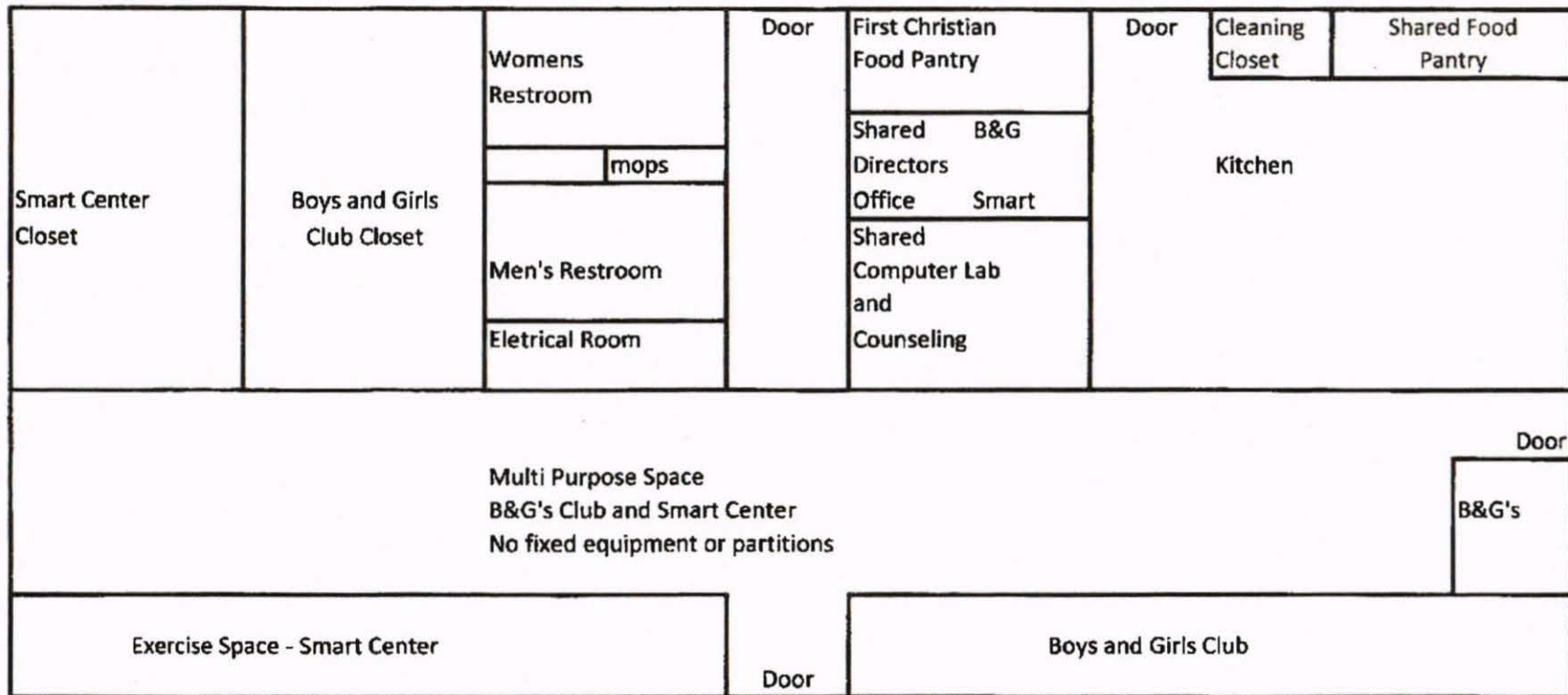


Exhibit "A"

The S.M.A.R.T. Center understands that the main recreation room will be decorated as a Boys and Girls Club. We would like to have one bulletin board.

## COMMUNITY RESOURCE LEASE AGREEMENT

The Boys & Girls Clubs of Fresno County (hereinafter referred to as "Lessee"), hereby agrees to lease from the City of Selma (hereinafter referred to as "Lessor") and Lessor hereby agrees to lease to Lessee, certain real property owned by Lessor, situated in the County of Fresno, State of California, consisting of a building commonly known as the Salazar Center, located at 1800 Sheridan Street, Selma, California, to be used by Lessee exclusively for the public purposes identified in this lease. This lease ("Lease") is made and entered into upon the following terms and conditions:

### 1. TERM

#### Section 1.01. Term.

(a) **Initial Term.** The initial term of this Lease shall be for a period of three (3) years, commencing March 1, 2016 (hereinafter the "Commencement Date"), and ending on February 28, 2019 (hereinafter the "Expiration Date"), unless sooner terminated pursuant to any of the provisions of this Lease.

(b) **Extended Term.** This Lease may be extended for any additional or further term by mutual agreement of Lessor and Lessee.

### 2. RENT

Section 2.01. Rent. Rent shall be paid on March 1st each year for the year beginning on the Commencement date and ending at midnight the day prior to the anniversary of each Commencement Date.

Section 2.02. Amount of Rent. The amount of rent shall be One Dollar (\$1.00) per year.

### 3. USE OF PROPERTY

Section 3.01. Use of the Property. Lessee shall use the leased property as a community resource center which will provide for meals, food, seminars, workshops, conferences and other basic needs and social services and information concerning the youth programs of Boys & Girls Clubs. At all times, the property shall be used for the purpose of operating a community resource center only and for no other use without Lessor's express prior written consent. The property shall be maintained in accordance with the applicable zoning of the City of Selma, the applicable building codes of the City of Selma and applicable ordinances, regulations and statutes of the City of Selma, the State of California and the federal government, including, but not limited to,

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environmental laws and regulations. Any changes to the property shall be approved by the Lessor prior to Lessee making any such changes. It is understood and agreed that the property is in a state of disrepair and that to use the property for this purpose, Lessee must make certain improvements, alterations, and repairs necessary to bring the property into compliance with applicable building codes, ordinances, regulations and statutes of the City of Selma and the State of California. Lessee shall make all such improvements, alterations and repairs necessary to bring the building into compliance with all applicable laws and regulations at its own cost and expense according to the use of the Building under the Boys & Girls Clubs Purpose and Mission. If the Boys & Girls Club, despite good faith efforts, is unable to maintain said building as required by code, the lease may be terminated as provided herein. Any improvement, alteration or repair to a fixture on the property or which creates a fixture on the property shall become the property of the City of Selma upon expiration of the terms of this Lease. Lessee shall not be entitled to any compensation whatsoever for the making of any such improvement, alteration or repair to the leased property. Lessee shall not use or allow the property to be used for any purpose or any manner that is unlawful, illegal, or likely to cause damage to the property, to adjoining properties, or in a manner that would constitute a hazard to the public or any adjoining property, or to cause a nuisance. Lessee shall maintain the property in the manner reasonably customary with respect to commercial property and Lessee shall bear all costs of maintenance during the term of this Lease.

#### **4. IMPROVEMENTS ALTERATIONS AND FIXTURES**

Section 4.01. Improvements, Alterations, and Fixtures. Lessee agrees to and shall construct on the leased real property any improvements, alterations, or fixtures necessary for the operation of the community resource center. Any Lessee improvements, alterations, and fixtures shall be in compliance with all applicable laws of the City of Selma, the State of California, and if applicable, the federal government.

Section 4.02. Effect of Expiration or Termination on Improvements, Alterations and Fixtures. Upon expiration or termination of this Lease, all improvements, alterations, and fixtures affixed to the property shall, at the election of the Lessor, become the property of the Lessor.

Section 4.03. Standard Work. All work to be performed by or for Lessee pursuant to this Lease will be performed diligently, and in good and workmanlike manner, consistent with normal business practice, and in compliance with all applicable laws, ordinances, regulations, and rules and public authority having jurisdiction over the property.

Section 4.04. Mechanic's Liens. Lessee agrees to keep the property free of all liens and claims for labor performed on and material delivered to the property. If a lien is placed on the property resulting from any such labor or material or construction on or to the property resulting from any act of the Lessee, Lessee shall cause such lien to be

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removed, expunged, or bonded around within ten (10) working days following the recordation of such lien. In the event that Lessee fails to remove the lien recorded against the premises, Lessor may take any action Lessor deems appropriate, including obtaining a bond, to remove such lien and any costs to Lessor related to removing such lien, including legal costs or attorney's fees incurred shall be due and payable by Lessee to Lessor within thirty (30) days of demand by Lessor.

## **5. UTILITIES**

Section 5.01. Utilities. Lessee shall maintain and pay for all water, electric, solid waste, gas, sewage, alarm service, pest control service, ansul system service, and all other utilities of any kind supplied to or used by Lessee on or to the leased property. Lessee shall reimburse Lessor for any cost or expense of providing to the leased property any of the aforementioned utilities or service incurred by Lessor during the term of this Lease. Regarding calculation of the water rate the formula for expense shall be to take the prior year water invoices for January through March (when the water to the park is turned off) and to average these into a monthly rate that will be applied for the balance of the following year. The electrical rate will be 40% of the metered invoice (60% will be absorbed by the City for Park electrical service).

- (a) Boys & Girls Club agrees this property will be under dual Lease with the other Lessee being SMART Center, all utility expenses as stated in the paragraph above shall be equally split between SMART Center and Boys & Girls Club with the following exceptions: SMART Center will be responsible for 100% of the Ansul system costs for nineteen months (following that date the costs will be equally split between SMART Center and Boys & Girls Club).
- (b) Both SMART Center and Boys & Girls Club will be independently responsible for their own costs for communications and internet systems.
- (c) In the event that SMART Center or Boys & Girls Club vacate their Lease of this building, the remaining Lessee shall be responsible for the full values of the utility expenses as detailed in the first paragraph of this section.

## **6. USE OF PROPERTY FOR PUBLIC PURPOSES**

Section 6.01. Use of Property for Public Purposes. Lessee covenants and agrees that at all times, during the term or any extension of this Lease, the property shall be used only as a community resource center for the purposes of providing food and/or social assistance to persons in need and that it shall maintain a set schedule of hours of operation, Sunday through Saturday, as determined by Lessee, during all or part of the hours of each day between 7:00 a.m. and 10:00 p.m. Lessee agrees that this property shall be under dual Lease to SMART Center resulting in a time share agreement. Boys & Girls Club shall have access to the property on Monday through Friday from 2 p.m. to 7 p.m. each week while public school is in session. When Public

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School is out of session Boys & Girls Club will have access Monday through Friday for the hours from 12 p.m. to 7 p.m. ( the SMART Center will be allowed access for the use of the computer lab from 12 noon to 2p.m. during this summer schedule) each week. SMART Center shall have exclusive access on Saturday and Sunday from 7a.m. to 10p.m. each week. Lessee further agrees that the use of the building space shall be demarcated for areas of sole use and joint use between SMART Center and the Boys & Girls Club in accordance with attached Exhibit "A" which is a floor plan indicating the use of spaces within the building. Lessee agrees that the property shall not be used as a permanent or temporary place of residence, abode, or occupancy by any person or persons. It is understood and agreed that the property subject to this Lease is a building which is located in a existing City park and that while Lessee shall be allowed public access to the grounds immediately surrounding the building for the purposes of ingress and egress to and from the building or for the purposes of providing the services to persons in need contemplated by this Lease, that no activity by Lessee, or any person on the property with the permission of Lessee, shall in any way interfere with the use by the public, or by Lessor of the City park that surrounds the building that is the subject of this Lease. Except as otherwise provided in this Lease, Lessee shall not have clients occupying the grounds unsupervised after closing of the facility. It will be the responsibility of Lessee to make sure that clients are transported or arrangements are made to transport them to another facility after closing. This is based on concerns that have been expressed to the City Council by residents near the facility. Failure to meet this provision on a continued basis will result in review of the lease and notice of termination if not rectified. This provision shall not be interpreted as prohibiting any client of Lessee from using the park for any lawful purpose for which is made available to the public after the facility has closed.

## **7. INSURANCE AND INDEMNIFICATION**

Section 7.01. Indemnification. Lessor will not be liable for any loss or damage to person or property caused by theft, fire, acts of God, acts of public enemy riot, strike, insurrection, war, court order, requisition or order of government body or affiliate, unless caused by an act of Lessor. Lessee will indemnify and defend Lessor by counsel acceptable to Lessor, against any liabilities, including reasonable attorney's fees and court costs, arising out of or relating to the following:

(a) Claims of injury to or death of persons or damage to property occurring or resulting directly or indirectly from the use or occupancy of the property, or from activities of Lessee, Lessee's licensees, invitees, or anyone about the property, or from any other cause, except to the extent caused by Lessor's gross negligence or willful misconduct;

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(b) Claims for work or labor performed, or for materials or supplies furnished to or at request of Lessor in connection with performance of any work done for or at a request of Lessee on the property; and

(c) Claims arising from any breach or default on the part of Lessee in the performance of any covenant contained in this Lease. Provisions of this section will survive the expiration or termination of this Lease with respect to any claims or liabilities occurring prior to expiration or termination of this Lease.

Section 7.02. Insurance. Lessee, at Lessee's expense, will procure and retain for the duration of this Lease, or longer if required, insurance against claims for injuries to or death of persons or damaged property occurring or resulting directly or indirectly from the use or occupancy of the property, or from activities of the Lessee, Lessee's invitees, or licensees, or anyone about the property or for any other costs, except to the extent caused by Lessor's gross negligence or willful misconduct. Lessee shall procure and retain for the duration of this Lease fire and other insurance against destruction or damage to the leased property from fire or act of God with minimum coverage limits in an amount sufficient to fully repair or replace the leased property and satisfactory to Lessor. Lessor reserves the right to alter, amend, increase or otherwise modify the insurance requirements stated herein as follows:

(a) Minimum Scope of Insurance Coverage:

General Liability Insurance Coverage Broad Form Comprehensive General Liability Insurance.

(b) Minimum Limits of Insurance.

General Liability: \$1,000,000 combined to single limit per occurrence for death, bodily injury, personal injury and property damage. If an aggregate limit is used, either a separate aggregate limit shall apply to this property or the aggregate limit shall be twice the occurrence limit.

Fire Insurance: An amount sufficient to fully replace the leased property and satisfactory to Lessor.

(c) Verification of Coverage.

Lessee shall furnish to Lessor certificates of insurance naming the City of Selma as an additional insured with original endorsements effecting coverage required by this Lease. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates or endorsements are to be received and approved by Lessor prior to the commencement date,

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and thereafter, Lessee shall furnish new certificates thirty (30) days prior to the expiration date of the previous certificate(s). Lessor reserves the right to require complete, certified copies of all the prior insurance policies at all times. Lessee will also provide Lessor with a certificate of insurance showing Lessor as an additional insured. The policy will require ten (10) days written notice to Lessor prior to cancellation or material change or coverage.

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(a) If any portion of any real property is condemned by eminent domain, inversely condemned, or sold in lieu of condemnation for any public or quasi public use or purpose and the partial condemnation, and Lessee's reasonable opinion, renders the property unsuitable for Lessee's business as described herein, this Lease will terminate

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as of the date of the title vesting an order of immediate possession in that proceeding and the rent will be abated on the date of termination.

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- (a) Failure to use the Property for the purposes and uses identified in this Lease;
- (b) Vacation or abandonment of the Premises for a period of thirty (30) consecutive days;
- (c) Failure to perform Lessee's covenants under this Lease;
- (d) The making of a general assignment by Lessee or any of its members for the benefit of creditors, the filing of a voluntary petition by Lessee or any of its members, or the filing of an involuntary petition by any of Lessee's creditors or creditors of its members seeking the rehabilitation, liquidation, or reorganization of Lessee or any of its members under any law relating to bankruptcy, insolvency, or other relief of debtors and, in the case of an involuntary action, the failure to remove or discharge the petition within sixty (60) days of the filing.

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(b) **Repossession.** Following termination, without prejudice to other remedies Lessor may have, Lessor may (a) peaceably re-enter the Premises on voluntary surrender by Lessee, (b) remove Lessee and any other persons occupying

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the Premises, using any legal proceedings that may be available; (c) repossess the Premises or relet the Premises or any part of them for any term (which may be for a term extending beyond the Term), at any rental and on any other terms and conditions that Lessor in Lessor's sole discretion may determine, with the right to make reasonable alterations and repairs to the Premises; and (d) remove all personal property.

Section 11.03. Continuation. Even though an Event of Default may have occurred, this Lease will continue in effect for so long as Lessor does not terminate Lessee's right to possession. No act by Lessor under this Lease, including acts of maintenance, preservation, or efforts to lease the Premises or the appointment of a receiver on application of Lessor to protect Lessor's interest under this Lease, will terminate this Lease unless Lessor notifies Lessee that Lessor elects to terminate this Lease.

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## **15. TIME OF ESSENCE**

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Section 17.01. Governing Law. This Lease will be construed and enforced in accordance with the laws of the State of California.

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agreed that no provision contained in this Lease or any acts of the parties will be deemed to create any relationship other than the relationship of Lessor and Lessee.

## **22. NO MERGER**

Section 22.01. No Merger. The voluntary or other surrender of this Lease by Lessee or a mutual cancellation of the Lease or a termination by Lessor will not work a merger and will, at the option of Lessor, terminate all of any existing sub-tenancies or may, at the option of Lessor, operate as an assignment to Lessor of any sub-tenancies.

## **23. NO WAIVER**

Section 23.01. No Waiver. No waiver of any default or breach under this Lease will be implied from any omission to take action on account of this Lease, regardless of any custom and practice or course of dealing. No waiver will affect any default other than the default specified in the waiver, and then the waiver will be operative only for the time and to the extent stated in the Lease. Waivers of any covenant will not be construed as a waiver of any subsequent breach of the same covenant. No waiver by either party of any provision under this Lease will be effective unless in writing and signed by that party.

## **24. NOTICES**

Section 24.01. Notices. All notices to be given under this Lease will be in writing and mailed by first-class mail, postage prepaid or delivered by personal or courier delivery, or sent by facsimile (immediately followed by one of the preceding methods), to Lessor's address and Lessee's address, or to any other place that Lessor or Lessee may designate in a written notice given to the other party. Notices will be deemed served on the earlier of receipt or three (3) days after the date of mailing.

Lessor: City of Selma  
Attn: City Manager  
1710 Tucker Street  
Selma, CA 93662  
Telephone: (559) 891-2200  
Facsimile: (559) 896-1068

Lessee: Boys & Girls Clubs of Fresno County  
540 N. Augusta Street  
Fresno, CA 93701 Phone 559-266-3117

{00014146.DOC;1}10

## **25. AUTHORIZATION**

Section 25.01. Authorization. Each individual executing this Lease on behalf of Lessor and Lessee represents and warrants that she or he is duly authorized to execute and deliver this Lease on behalf of Lessor and Lessee and that the execution is binding upon Lessor and Lessee.

## **26. HOLDING OVER**

Section 26.01. Holding Over. If Lessee fails to surrender possession of the Premises or any part of the Premises after expiration of the term, the holding over will constitute a month-to-month tenancy.

## **27. SURRENDER**

Section 27.01. Surrender. Upon the expiration or termination of this Lease or Lessee's right to possession of the Premises, Lessee will surrender the Premises to Lessor.

## **28. COUNTERPARTS**

Section 28.01. Counterparts. This Agreement may be executed simultaneously in one or more counterparts or by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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This Lease is executed on this \_\_\_\_\_ day of March 2016, in the City of Selma, County of Fresno, State of California.

LESSOR:

CITY OF SELMA

By: \_\_\_\_\_  
Kenneth Grey, City Manager

APPROVED AS TO FORM

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

LESSEE:

Boys & Girls Clubs of Fresno County

By:  \_\_\_\_\_, President/CFO  
Boys & Girls Clubs Chairperson

{00014146.DOC;1}12

## DAILY JOBS HOURS REPORT

Act Descrip	All Parks	Art Center	Basin	Brentlinger Pk	City Hall	Corp Yard	Downtown	Home	Islands	Little League Pk	LLMD #1	LLMD #2	LLMD #3	LLMD #4	LLMD #5	LLMD #8	Mark's Pond	Medians	Nebraska Pond	Other	Peter Ringo	Police Dept	Private Lots	Senior Center	Shafer Park	Sidewalks	Signs	St Lights	Streets	Grand Total	
Birthday Leave								9																						9	
Cleaning (outside)	18.5			2		2			8.5		6.5	6.5	15.5	9	5	2.5										2.5				78.5	
Crack Sealing						2.5																								2.5	
Custodial Work	1			0.25	2.5	3.5															0.25	2.5		6						16	
Electrical work																							1							1	
Flags/Banners/Decor/etc.					1																									1	
Grading						1																								1	
Graffiti																											1			1	
Hauling/Loading		2.5																					1	3						6.5	
Mechanical						1.5																								1.5	
Meetings				8.5																										8.5	
Mowing/Renovating			0.5						2		4	2.5		1			1			1										12	
Painting																										0.5				0.5	
Plumbing						4															8									12	
Repairing						12.5	3			1									1					2.5	0.5		1	5		26.5	
Sick Leave								27																						27	
Spraying									10									13.5		2			2							27.5	
Survey		0.5																											8	8.5	
Sweeping																													16	16	
Vacation Leave								18.5																						18.5	
Grand Total	19.5	3	0.5	2.25	12	27	3	54.5	20.5	1	10.5	9	15.5	10	5	2.5	1	13.5	1	3	8.25	2.5	2	10.5	3.5	3	2	5	24	275	

## LLMD WEEKLY HOURS REPORT

	llmd1	llmd2	llmd3	llmd4	llmd5	llmd8	Grand Total
Job Date							
2/8/2016	1.5	3		2			6.5
2/9/2016	9	6		8	5	2.5	30.5
2/10/2016			8				8
2/11/2016			7.5				7.5
Grand Total	10.5	9	15.5	10	5	2.5	52.5

## WORK ORDER REQUESTS REPORT

Count of Work Order #	Requested By						
	Administration	Business	Citizen	Community Service	Finance	PD	Public Works
Request Date							
2/8/2016		2		1		2	2
2/9/2016	3	1		2			1
2/10/2016				1	1		
2/11/2016	1		1		1		2
2/12/2016		1	1				
Grand Total	4	4	2	4	2	2	5

PUBLIC WORKS WEEKLY REPORT FOR 02/14/16 to 02/20/16

Act Descrip	All Parks	Berry Pk	Brentlinger Pk	City Hall	Corp Yard	Ditch banks	Downtown	Home	Islands	Lincoln Pk	LLMD #2	Pioneer Village	Police Dept	Private Lots	Pump Stations	Senior Center	Shafer Park	Signs	St Lights	Streets	Grand Total
Cleaning (outside)	12.5	1.5	15	0.5	10		19.5		2	3.5	12.5	6.5					16			3.5	103
Custodial Work	5			4.5	2								3			4.5					19
Electrical work																			1.5	1	2.5
Flags/Banners/Decor/etc.							6													4.5	10.5
Hauling/Loading																				0.5	0.5
Mechanical															3						3
Meetings				2	0.5																2.5
Mowing/Renovating		1	5.5				1.5		2.5	2	2	6.5					3				24
New Construction					1													1			2
Plumbing																2					2
Pruning														2							2
Repairing			14						3.5									6.5			24
Sick Leave								29.5													29.5
Spraying					2	5	2		6		2	7					4			2	30
Survey																				6	6
Sweeping																				26	26
Vacation Leave								3													3
Grand Total	17.5	2.5	34.5	7	15.5	5	29	32.5	14	5.5	16.5	20	3	2	3	6.5	23	7.5	1.5	43.5	289.5

LLMD WEEKLY HOURS REPORT

	llmd2	Grand Total
Job Date		
2/16/2016	8	8
2/18/2016	8.5	8.5
Grand Total	16.5	16.5

WORK ORDER REQUESTS REPORT

Request Date	Administration	Business	Citizen	Community Service	Public Works	Grand Total
2/16/2016	2	1	2	3	1	9
2/17/2016				2	3	5
2/18/2016	1	1	1		2	5
2/19/2016			1		4	5
Grand Total	3	2	4	5	10	24



Act Descrip	All Parks	Basin	Berry Pk	Brentlinger Pk	City Hall	Corp Yard	Ditch banks	Downtown	Fire Dept	Home	Industrial Park	Islands	LLMD #1	LLMD #11	LLMD #2	LLMD #4	LLMD #5	LLMD #8	Medians	Nebraska Pond	Other	Peter Ringo	Pioneer Village	Pocket Park	Police Dept	Private Lots	Pump Stations	Salazar	Senior Center	Shafer Park	Sidewalks	Signs	Streets	Grand Total	
Asphalt Work																																	1	1	
Ball Diamond Work																														21.5				21.5	
Cleaning (outside)	22				1.5	5.5		8.5				1.5	6.5	2	3.5	2		8.5	1	8		4.5	12	2.5				5		17	2		1	114.5	
Concrete Work																				18														18	
Custodial Work	1				6	2.5																			6				6.5						22
Electrical work																						1.5													1.5
Flags/Banners/Decor/etc.					1																														1
Graffiti				0.25																		0.25											0.5		1
Hauling/Loading			0.5			1															1.5		2						1						6
Mowing/Renovating		0.5		6	1			1.5			2.5	1.5	2			1	0.5	2.5	2.5	4	1	3	4.5	0.5		2	1	2		4.5					44
New Construction						1														21															22
Plumbing									2																1										3
Pruning																							4												4
Repairing				25		19														3										2					49
Spraying						1	3						2.5										1												7.5
Survey																																		11	11
Sweeping						1																												26.5	27.5
Vacation Leave										5.5																									5.5
Grand Total	23	0.5	0.5	31.25	9.5	31	3	10	2	5.5	2.5	3	11	2	3.5	3	0.5	11	3.5	54	2.5	9.25	23.5	3	7	2	1	7	7.5	45	2	0.5	39.5	360	

## LLMD WEEKLY HOURS REPORT

	llmd1	llmd11	llmd2	llmd4	llmd5	llmd8	Grand Total
Job Date							
2/24/2016	3.5		3.5			7	14
2/25/2016	4.5					4	8.5
2/26/2016	3	2		3	0.5		8.5
Grand Total	11	2	3.5	3	0.5	11	31

## WORK ORDER REQUESTS REPORT

	Administration	Business	Citizen	Community Service	Fire	PD	Public Works	Grand Total
Request Date								
2/22/2016				1	1	3	1	6
2/23/2016	1			1			1	3
2/24/2016			1			1	3	5
2/25/2016	1						1	2
2/26/2016		1					3	4
Grand Total	2	1	1	2	1	4	9	20



Council report 3-7-2016

#### El Nino update

The latest [El Nino](#) advisory issued by the NOAA's Climate Prediction Center shows that the strong El Nino will continue through January and most of February and then begin to weaken later in the winter and early spring.

Mike Halpert, the Climate Prediction Center's deputy director, said during a teleconference Thursday that El Nino effects will be felt well into spring and possibly into the up-coming summer season.

El Nino is the above-normal surface water temperatures in the equatorial Pacific Ocean. It has been influencing weather patterns around the world and the U.S. In the eastern U.S., warmer-than-normal temperatures have dominated the area in December. Also, in the West, the strong Pacific Jet Stream, influenced by El Nino, has brought more rain to Portland, San Francisco and Los Angeles than they have seen in years.

The big question is, what does the rest of the winter have in store for U.S.? To answer this question, we have to look at several other factors that affect our weather pattern in the winter months.

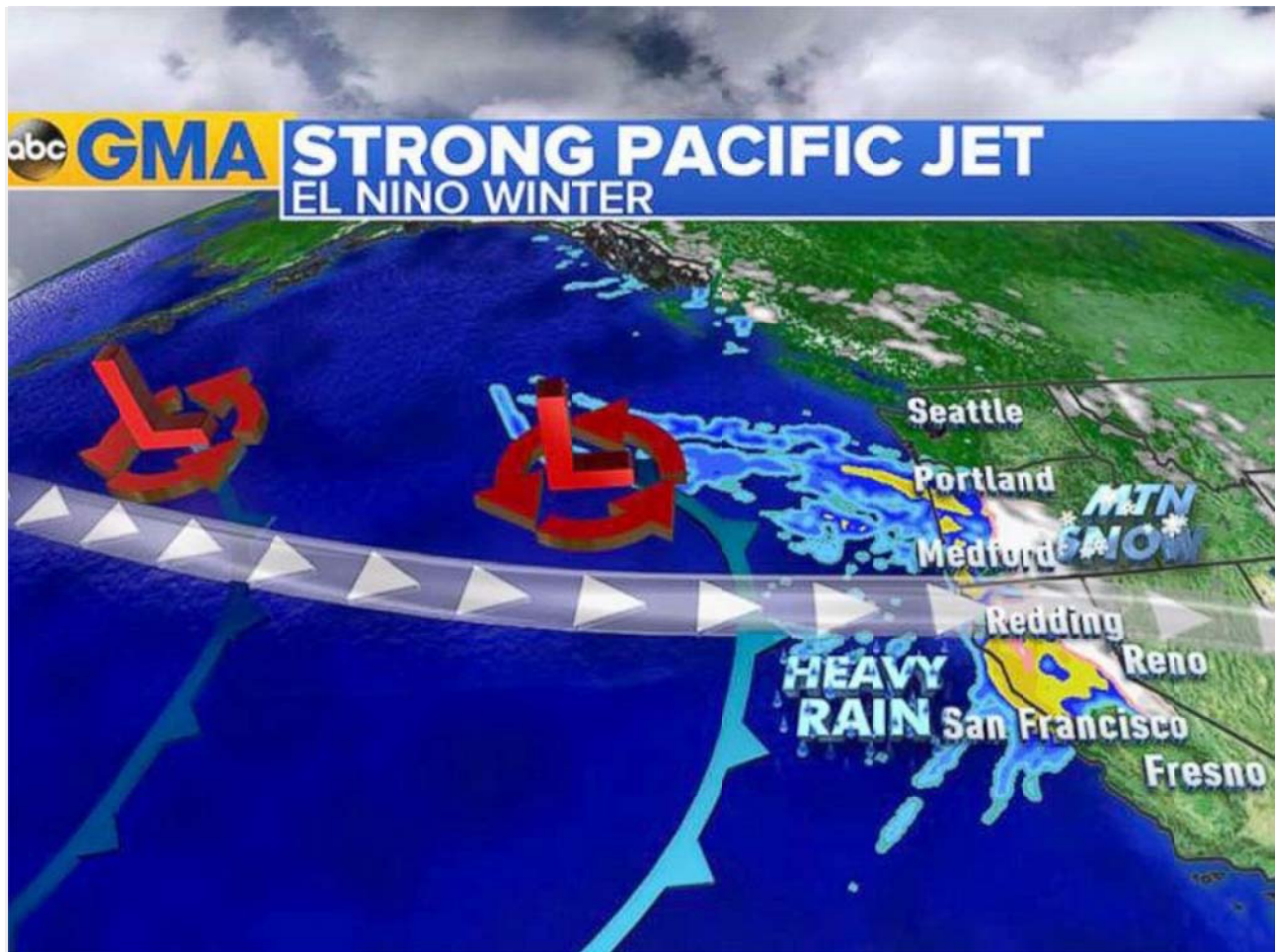
Let's start with the Midwest and the Northeast, where a big factor is something called North American Oscillation (NAO). When NAO turns positive, like we have seen in December, it brings warmer-than-normal weather from Chicago to Atlanta to New York City. When NAO turns negative, it produces colder-than-normal weather to the eastern U.S.

Starting with 2016, the NAO phase became negative, allowing cold air to spill south from the Arctic. As the El Nino-fueled jet stream buckled, low pressure systems riding along the jet stream have a better chance to bring snow for the major cities in the Northeast. Places like New York City, Philadelphia and Washington, D.C., have not seen measurable snowfall yet this winter. With the cold air in place and unusually active jet stream, the forecast calls for a better chance of snowfall in the next few weeks in the Northeast. Having said that, due to the dominant El Nino factor, it will be hard to hold this cold pattern in the East for too long. Moreover, long-range models consistently forecast milder-than-normal weather returning for February and March in the Midwest and the Northeast.



ABC News

When the jet stream weakens it buckles bringing colder and stormier weather for the eastern US. In the West, a persistent and extended Pacific Jet Stream fueled by El Nino is the main factor for the active weather the West Coast has been seeing in December and the first half of January. So far, southern California and the Pacific Northwest have both seen rain, but this is unusual for El Nino winter. During a typical strong El Nino winter, the jet stream is usually split, with Polar Jet Stream riding into Alaska and Sub-Tropical jet stream riding into southern California, so most of the moisture misses the Pacific Northwest.



ABC News

This year due to the unusually warm waters in the Gulf of Alaska, the jet stream has been pushing a lot of moisture into the Pacific Northwest. [more +](#)

The latest water temperature readings show that the warmer-than-normal waters off the coast of Alaska are dissipating and a more typical El Nino pattern will set up in the eastern Pacific Ocean in the coming weeks.

The much-needed rainfall is expected to return to southern California by the end of January and into February.





ABC News

Here is the latest forecast for January, February and March. A typical El Nino pattern will return with milder weather in the Midwest and Northeast, wetter weather in the South and the Southwest, and drier in the Northwest. [more +](#)

As Mike Halpert said during the teleconference, there are many factors that influence the weather pattern in the U.S., and El Nino is just one of them. The warming climate in the past 30 to 40 years also adds to the forecast.

Warmer atmosphere can hold more moisture, resulting in heavier rain and snow storms and more intense severe weather outbreaks, he said. This could also affect the jet stream, and move the storm track further south or further north, and that's already been happening on the West Coast

### **Fire Classes, Command 1 B**

We continue to have strong attendance the latest class as

34 students from the cities of Fresno, Selma, Kingsburg, Dinuba, Hanford, Visalia, Tulare, Clovis.

Also Fresno, Tulare, Kings, MMU, Kern County.

Also Tule river, and Cal fire Santa Cruz.





**EMT Class Drill night Tuesday March 1**

Students learn how to deal with controlling a scene and to deal with multiple patients, working in the dark and being in charge.





### NEW ENGINE



Thank You

On behalf of the Selma Fire Department we would like to say thank you to the council for allowing us to purchase this important tool. And thank you to City manager Ken Gray and our finance department for your hard work in making this possible. We should have the engine in-service mid-April.



## National Significant Wildland Fire Potential Outlook

Predictive Services  
National Interagency Fire Center

Issued: March 1, 2016

Next Issuance: April 1, 2016



### Outlook Period – March April and May through June, 2016

#### Executive Summary

The March, April and May through June 2016 significant wildland fire potential forecasts included in this outlook represent the cumulative forecasts of the ten Geographic Area Predictive Services units and the National Predictive Services unit.



#### March

- Above normal significant fire potential from the southern Plains to the Great Lakes due to dry conditions, especially during windy periods.

- Above normal fire potential will continue across the Hawaiian Islands associated with long term drought.

- Below normal significant fire potential will persist across most of the Gulf and East Coasts and most of Puerto Rico.

- Significant fire potential is normal across the remainder of the U.S., which indicates little significant fire potential.



#### April

- Above normal significant fire potential will expand across the northern Mississippi Valley and Great Lakes states with increasing dryness in these areas.

- Above normal fire potential will continue across the Hawaiian Islands and develop over south central Alaska.

- Below normal significant fire potential will decrease to just coastal areas of the central Gulf and Atlantic coasts and Puerto Rico.



- Significant fire potential will remain normal across the remainder of the U.S., though potential for pre-greenup fire activity increases through early spring.

#### May through June

- Above normal significant fire potential will develop in the Southwest and continue across Tennessee, Kentucky, Hawaii and Alaska.

- Fire potential remains below normal along the Mid-Atlantic coast and Puerto Rico, and drops to below normal in Louisiana and southeastern Texas.

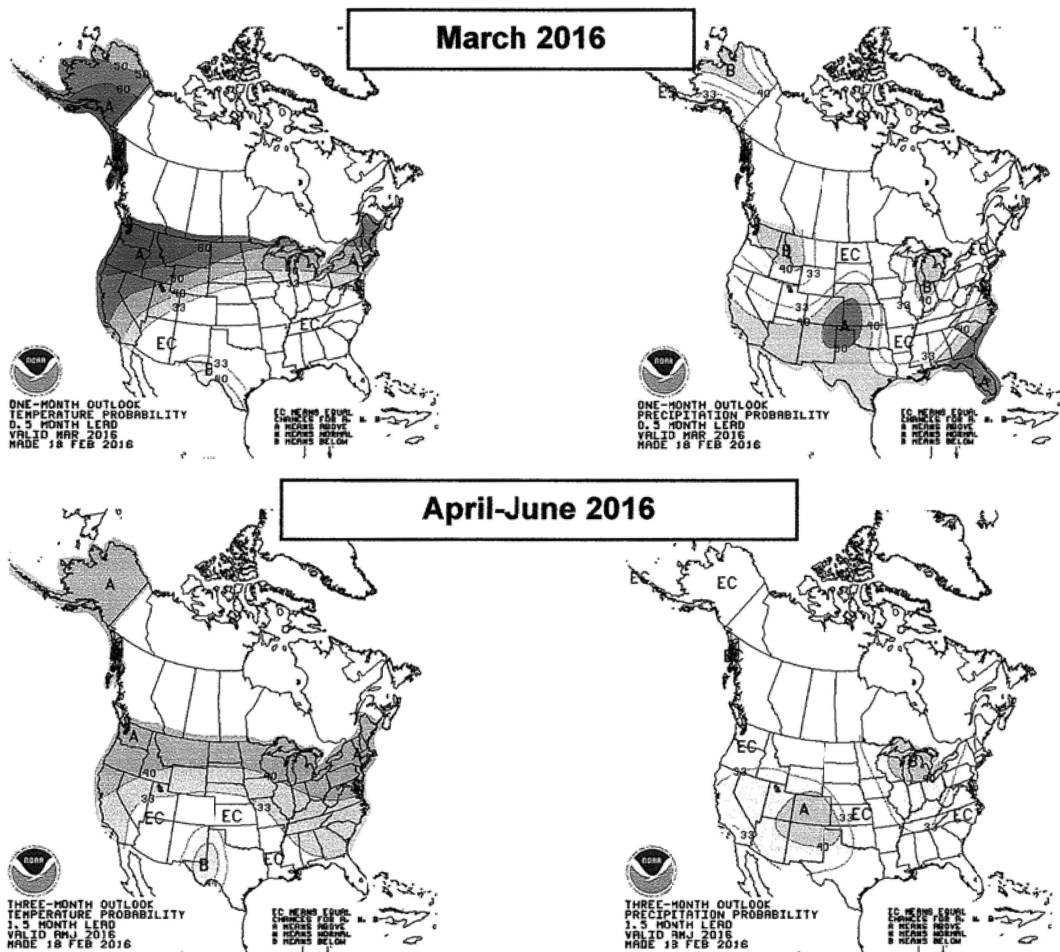
## Weather and Climate Outlooks

El Niño conditions remain in place across the equatorial Pacific but continue to weaken. The latest model projections continue this trend with neutral conditions expected by summer and an increasing chance of La Niña conditions developing by fall.

The NOAA Climate Prediction Center's temperature outlooks continue to indicate higher probabilities for above normal temperatures for most of the northern half of the United States, the far Southwest, and Alaska for March through June. The higher probabilities will expand to the southeast coast by late spring. Hawaii continues to see higher probabilities for above normal temperatures through the period.

For precipitation, long range forecasts indicate higher probabilities of above normal precipitation for the most of the southern half of the United States in March. Probabilities are higher for below normal precipitation across the Northwest, the northern Rockies, the Great Lakes and the Ohio Valley regions, and western and interior Alaska. For April through June, probabilities are higher for above normal precipitation across most of the Southwest, the Great Basin and the southern and central Rockies. Probabilities of below normal precipitation are higher from the Great Lakes through the Ohio valley and southward to the Tennessee Valley. For Hawaii, probabilities are higher for a continued period of below normal precipitation.

Top row: One-month (March) outlook for temperature (left) and precipitation (right). Bottom row: Three month (April-June) outlook for temperatures (left) and precipitation (right). (from Climate Prediction Center/NOAA)



### ***Fuel Conditions and Fire Season Timing***

Southern Area fire activity remains light despite a flurry of large fire activity in eastern Oklahoma, Texas, Arkansas, Louisiana, and the central Gulf Coast. Expect fire activity to still be of concern pending any windy periods. Beyond March, the pre-green up period in areas bordering the Ohio and Tennessee Valleys south and west to eastern Oklahoma and Arkansas could be a potential area of increased activity. Fire activity can increase rapidly during windy, low-humidity conditions in the pre-green up periods.

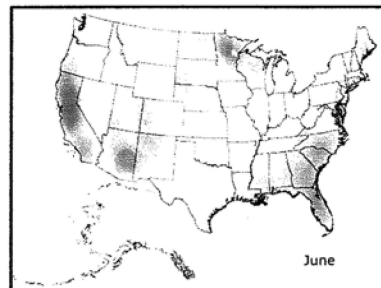
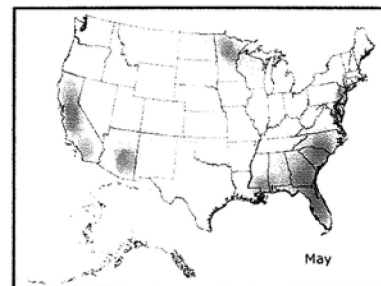
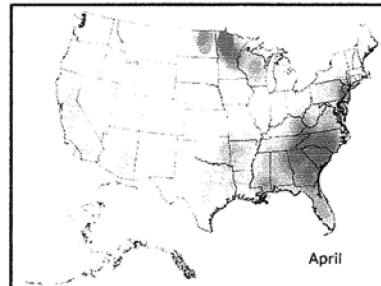
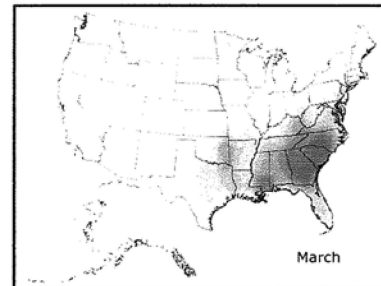
Fuel moistures were near to above average across the majority of the Eastern Area at the end of February. Above normal fire potential is expected to persist or develop over the mid-Mississippi and lower Ohio Valleys into much of the Great Lakes this spring as drier and warmer trends prevail prior to green up. Fire season may begin earlier than normal across the northwestern and southwestern portions of the Eastern Area if these warmer- and drier-than-normal conditions persist.

An abundant grass fuel component remains in place over the Rocky Mountain Area in the lower elevations, especially east of the Continental Divide. Higher elevation fuel regimes are generally under snow cover. Large fire activity typically is confined to locations east of the Divide this time of year. Any fires that occur during this pre-green up period of March and April are short-lived and wind driven. Some of this fire activity has occurred across Kansas and to a lesser extent southeastern Colorado during February, and is expected to become more prevalent in northern and eastern portions of the Plains and northeastern Wyoming from the second half of March into April.

Throughout the winter months in the Great Basin, minimal fire activity is expected, which would be normal for this time of year. Weather patterns in May and June will be especially important as a significant period of drying will be needed to lower fuel moisture and melt the snowpack after an expected wet spring.

Fine dead fuel moistures are below average in central Montana and eastern North Dakota due to the very warm and dry conditions that have occurred there over the past month, and will likely remain so into April. A return to average precipitation amounts by May, should allow for a sufficient green up as the season progresses. The Northern Rockies Area is currently in a pre-green up grassfire period east of the Continental Divide, but still out of fire season in the west. Occasionally gusty winds with low enough relative humidities will occasionally raise grass and brushfire potential in central and eastern Montana and North Dakota. This is most pronounced in March through mid-April.

Fuel conditions continue to be favorably moist across the central part of California. Live fuel moistures along the central coast and lower Sierra foothills are above normal. Sierra snowpack, while decreasing the past few weeks, is still above normal. Across Southern California, fuel conditions are much drier. Dead fuel moisture is well below normal and fuels will be susceptible to ignition during warm



Normal fire season progression across the contiguous U.S. and Alaska shown by monthly fire density (number of fires per unit area). Fire size and fire severity cannot be inferred from this analysis. (Based on 1999-2010 FPA Data)



and windy periods. There may be a spike in grass fires in the Sierra Foothills in May and June due to the presence of a heavy grass crop, but overall, large fire potential is expected to be near normal across the entire Area through June. At lower elevations in northern California grasses are green and continue to grow. Fuels are also moist at mid elevations. At higher elevations the snow pack has reduced to normal levels. It is expected that live and dead fuels will continue to be moist in April and May.

A strong El Niño event typically causes well below normal precipitation across the Hawaiian Islands. Fire activity has already increased. The potential for significant fire activity for Hawai'i is expected to remain above normal from March through June.

During spring fire danger is historically too low for noteworthy risk of significant fires in the Northwest. Risk of large fires is not expected to resume until June.

Most of Alaska is currently snow-covered; the exceptions are a few areas of southeast and the Gulf Coast and some local chinook prone areas north of the Alaska Range. Alaska is currently out of fire season as daylight hours are still short and with no source for natural ignitions. Even with significant warming and drying, fire activity will be virtually non-existent through most of March.

### ***Geographic Area Forecasts***

**Alaska:** Normal significant wildland fire potential is expected for Alaska in March. An area of above normal significant wildland fire potential is expected to develop by April around the Anchorage Bowl, Kenai Peninsula, and MatSu Valley and continue through June.

There is a high likelihood of warmer than normal conditions across the entire state through spring and into summer. These warm temperatures are contributing to low snowpack in parts of southern Alaska, similar to last season. The worst conditions are around the Anchorage Bowl and Kenai Peninsula and this may lead to early exposure of burnable fuels and increasing fire activity two to three weeks earlier than normal. This could create increased fire potential particularly in the fire fuels along the populated corridors of southern Alaska as early as mid to late March. Though late-season snows and a wetter-than-normal forecast along the Gulf of Alaska coast may help the situation, if this winter continues at these warmer temperatures, this spring may emerge in much the same way as last year, which had high fire danger in much of southern Alaska in April.

**Northwest:** Normal significant wildland fire potential is expected for the Northwest for March, April and May through June.

February was mostly drier-than-normal across the Northwest with the exception of northwestern Oregon and western Washington. Temperatures across the Area during February were above normal, as they have been since October. Snow accumulation remained at or above average for elevations above 4500 feet but below average at lower elevations. Climate outlooks suggest that generally warmer-than-normal conditions are likely to continue in March through June. Precipitation accumulation during this period is difficult to predict. During spring, fire danger is historically too low for noteworthy risk of significant fires.

**Northern California and Hawaii:** Above normal significant wildland fire potential is expected in Hawaii for March, April, and May through June. Normal significant wildland fire potential is expected in Northern California for the same period.

Rainfall throughout Hawai'i except Kauai and Ni'ihau was well below normal in February and drought is above normal and continues to increase. This trend should continue through the outlook period. Expect well-below normal precipitation across the islands. Fire activity has already increased. The potential for significant fire activity for Hawai'i is expected to remain above normal from March through June.



Precipitation was below normal for northern California in February. However, due to well above normal rainfall in December and January many areas are still at or above normal in terms of precipitation received since the start of the water year on Oct 1, 2015. At lower elevations grasses are green and continue to grow. Fuels are also moist at mid-elevations. At higher elevations the snow pack has reduced to normal levels for this time of year. Forecast models indicate that a progressive storm track will return to the Area during the first week of March. The outlook for March is for above normal precipitation and little to no significant fire activity. The outlook for precipitation in April and May is near to above normal. Little to no fire occurs in April and May and that is expected to be the case this year. Fuels and soils will likely continue fairly moist in June with near normal precipitation expected. Fire activity should also be near normal.

**Southern California:** Normal significant wildland fire potential is expected for Southern California through March, April, and May through June.

Southern California was especially warm during the past few weeks which were typically accompanied by a dry, offshore flow. Precipitation during the past 30 days has been far below normal. Most of the Area received 30 to 50 percent of normal precipitation during the past month which has led to some concern for the rest of the winter. Despite the warm and dry weather, sea surface temperatures are still conducive to above normal precipitation during the next few months. During previous strong El Niño winters, there were similar pauses in precipitation and the warm and dry weather should not be taken as a sign of an early end to wintertime precipitation. Most long range models do bring a shift in the upper air pattern across the Pacific in March which may lead to cooler and wetter weather. But in the absence of a distinct subtropical moisture input, the heavy and widespread precipitation that was expected this winter appears unlikely. Expect near normal precipitation for the rest of the winter into spring with a continuation of above normal temperatures.

Fuel conditions remain favorably moist across the central part of the state. Live fuels along the central coast and lower Sierra foothills have above normal moisture. Sierra snowpack, while trending downward during the past few weeks, is still above normal. Across Southern California, fuel conditions are much drier. Dead fuel moisture is far below normal in these areas and fuels will be susceptible to ignition during warm and dry periods. Cooler, onshore flow may keep fire danger indices lower this spring than during the past few years which may offset the lack of rain this winter. There may be a spike in grass fires in the Sierra Foothills in May and June due to the presence of a heavy grass crop, but overall, significant fire potential is expected to be near normal across the entire Area through June.

**Northern Rockies:** Normal significant wildland fire potential is expected for the Northern Rockies for the outlook period.

Warmer-than-normal temperatures with near to below normal precipitation occurred in most areas, though far eastern Montana and western North Dakota saw above normal precipitation thanks to a surge in precipitation during the latter half of the month. Temperature anomalies were 10 to 15 degrees above normal for February along and east of the Continental Divide. Mountain snowpack, however, has been holding at 90 to 100 percent of average in most areas. The only exception is along the northern Divide where snowpack is around 70 percent. Low elevation snowpack has almost completely melted off with warmer-than-normal temperatures. Drought conditions are only apparent in central Montana and the eastern half of North Dakota where soil moisture anomalies are slightly below average. The latest long-range temperature and precipitation outlooks maintain warm, dry conditions over the Area at least through April, but by June a return to near normal conditions is indicated.

Live fuels are dormant. Dead fuel moistures are mostly near average for this time of year, except fine dead fuel moistures are below average in central Montana and eastern North Dakota. A return to normal precipitation amounts by May should allow for a sufficient green-up as the season progresses. The Northern Rockies Area is currently in its early season pre-green-up grassfire period east of the Divide but still out of season to the west. Wind events with low enough relative humidity will

significantly raise grass and brushfire potential in central and eastern Montana and North Dakota. This is most pronounced in March through mid-April, and this type of activity is expected to be near normal through the period. In May and June, full green-up is typical areawide, and usually very little fire activity occurs.

**Great Basin:** Normal significant wildland fire potential is expected for the Great Basin for the outlook period.

Winter conditions continue across the Area with fuels in dormancy and low significant fire potential areawide. Precipitation over the past 30 days were generally near to above normal with some areas, such as the Snake River Plain, central and northwestern Utah and southern Nevada remaining dry. Current snowpack remains near to just above normal with higher snowpack over parts of northern and eastern Nevada, southwestern Idaho, and southern and eastern Utah. For March through May wetter conditions are expected to emerge over the southern half to two thirds of the Great Basin with slightly cooler temperatures. Warmer and drier conditions could develop across the north, particularly over Idaho during the spring months. The wettest month through the outlook period appears to be March. Precipitation may decrease with a focus farther east in the Great Basin during the later months of spring and early summer. Throughout the remaining winter months, minimal fire activity is expected, which is normal for this time of year. Precipitation anomalies will continue to be evaluated for their effect on the fine fuels heading into fire season.

**Southwest:** Normal significant wildland fire potential is expected for the Southwest for March and April. Above normal potential will develop beneath the Mogollon Rim and into parts of southern and central New Mexico during the outlook period May through June.

A cooler and wetter overall pattern is anticipated for the late winter and early spring across the Southwest. By late spring into early summer it is likely that a variable pattern with windy and dry periods will develop across the southern sections of the Area. Overall, there is a lack of widespread, severe drought. Gradual drying of heavy fuels will begin to take place through the outlook period, with fine fuels occasionally drying rapidly. There is an excessive amount of fine fuels with high continuity and heavy fuel loading almost Area-wide which is conducive to short term rapid fire growth. This leads to more uncertainty due to the week-to-week variability that is expected until the heat of mid to late June. Southeastern Arizona could see an increase in significant wildland fire potential as early as April, but the main impacts would be for the Plains of eastern New Mexico and West Texas associated with occasional wind events.

**Rocky Mountain:** Normal significant wildland fire potential is expected for the Rocky Mountain Area for March, April, and May through June.

Precipitation for the Rocky Mountain Area was below normal during February west of the Continental Divide and from southeastern Colorado through southern Kansas, and above normal from eastern Colorado into Nebraska, South Dakota, and eastern Wyoming. Higher elevation snowpack across the Area is near normal over Colorado into southern and far western Wyoming, with amounts in central to northeastern Wyoming and western South Dakota below normal. Drought indices changed little from last month with dry areas across Wyoming. Temperatures during February were above average, except slightly below average across western Colorado. Long range outlooks for March indicate wetter- and cooler-than-normal conditions in southern portions of the Area, with precipitation closer to normal in the north along with normal to warmer-than-normal temperatures. For the April through June period expect normal precipitation and temperature trends in the southern portion of the Area with a slightly drier and warmer regime in the north.

An abundant grass fuel component remains in place over the Area in the lower elevations, especially east of the Continental Divide. Higher elevation fuel regimes are generally under snow cover. Any fires that occur during the pre-green up period of March and April are short-lived, and wind-driven. Some of this fire activity has occurred across Kansas and to a lesser extent southeastern Colorado

during February, and is expected to become more prevalent in northern and eastern portions of the Plains into northeastern Wyoming the second half of March into April.

**Eastern Area:** Significant wildland fire potential is expected to be above normal over portions of the Mid-Mississippi and Lower Ohio Valleys in March. Above normal potential will expand northward into the Great Lakes in April. For May and June, significant wildland fire potential is expected to trend toward normal.

Soil moisture and precipitation anomalies were below normal across portions of the Mid-Mississippi Valley and northern Minnesota at the end of February. Above normal precipitation and soil moisture anomalies were in place over parts of the Great Lakes and the eastern states. Drier-than-normal conditions overall are forecast over much of the western half of the Eastern Area through the rest of the winter into the spring season. Warmer-than-normal conditions are forecast over the northern tier into March. Above normal temperature trends are expected over the western half of the Eastern Area April into May. Drier- and warmer-than-normal trends are expected overall across the northern and southwestern portions of the Eastern Area March into May. Above normal precipitation trends are forecast along the East Coast from March into April as systems track through the southern tier of the U.S. and then up the East Coast.

Fuel moistures were near to above the 15 year average across the majority of the Eastern Area at the end of February. Above normal significant fire potential are expected to persist or develop over the Mid-Mississippi and Lower Ohio Valleys into much of the Great Lakes this spring as drier and warmer trends prevail prior to green up. The spring fire season may begin earlier than normal across the northwestern and southwestern portions of the Eastern Area if these warmer- and drier-than-normal conditions develop.

**Southern Area:** Significant wildland fire potential is expected to be above normal over some eastern portions of the Southern Area in March and transition to northern portions of the Southern Area through the Outlook Period. Below normal significant wildland fire potential will be widespread across the Gulf and Atlantic coasts in March and gradually reduce to small areas in Texas, Louisiana and the Carolinas by June.

A drier pattern from January through the first half of February set the stage for rapid fine fuel drying, low fuel moisture conditions and the resulting increase in fire activity in eastern Oklahoma, western Arkansas, and North Texas. Much of the rest of the Southern Area continued to see higher fuel moistures due to the continuation of weekly wet storm systems. Precipitation events will continue to produce a broader and higher frequency pattern of fire-limiting precipitation events.

While Southern Area fire activity remained light, high wind events occasionally combined with low humidity to produce a flurry of large fire activity mainly in eastern Oklahoma. In March, significant fire activity is still expected to be a concern primarily in Texas, Oklahoma and Arkansas. Beyond March, dryness in the Ohio and Tennessee Valleys into eastern Oklahoma and Arkansas may be a concern as well. The spring pre-green up period is when very low humidity and windy periods can produce a rapid drying fine fuel situation with activity increasing in the western and northern portions of the Area.

***Outlook Objectives***

The National Significant Wildland Fire Potential Outlook is intended as a decision support tool for wildland fire managers, providing an assessment of current weather and fuels conditions and how these will evolve in the next four months. The objective is to assist fire managers in making proactive decisions that will improve protection of life, property and natural resources, increase fire fighter safety and effectiveness, and reduce firefighting costs.

***For questions about this outlook, please contact the National Interagency Fire Center at (208) 387-505 or contact your local Geographic Area Predictive Services unit.***



# Selma Police Department

## POLICE DEPARTMENT BI-WEEKLY COUNCIL UPDATE (2/17 – 3/2/16)

### Crime Trends

- Our Crime Analyst is out in a training class this week. Updated crime statistics for this period are unavailable.

### Significant Calls for Service

- 2-17-16** Detectives were assisted by Detective Garcia and the U.S. Marshalls in the arrest of Lilly Coronado (5-21-90) for the armed robbery at the American Motel. Michael Gonzalez (8-13-90) is still out standing on the same case and an EPCD is on file for his arrest.
- 2-18-16** At approx. 6:03pm, in the area of 2846 C St, RP (Maria Gallardo) reported a male subject named "Chepo" shot at her vehicle. Chepo was described to be in a white, early model 90's Honda Accord, 4dr, Blk rims, modified exhaust, and rear fin, which left the scene north on C St. The suspect vehicle possibly has a broken front passenger window. The suspect himself was described as a HMA, 45-50 YOA, Blk/Gry hair, and goes by moniker of "Chepo (Possibly out of Parlier)." Located on scene was a shotgun shell wad and on the victim's vehicle was damage consistent, with a shotgun round.
- 2-18-16** At approximately 11:30pm, Officers conducted a vehicle check on a white Honda Accord in the area of Lee St. and Cypress St. Officers made contact with the female driver, MaryJane Salas, who was found to be driving without a license. Through further investigation Officers were able to identify the 1996 Honda Accord as being involved in a drive by shooting which had occurred the night before (CASE #16-0737). The vehicle was thoroughly searched for weapons and contraband. Located in the driver's door was 10.8 grams of methamphetamine for which MaryJane was arrested. No weapon was found in the vehicle and the vehicle was impounded.
- 2-19-16** At approximately 5:34pm, Officers were dispatched to a call regarding a disturbance between brothers. The reporting party advised Christian Caratachea had attacked his brother, Jorge Caratachea with a machete. The caller advised that Jorge had suffered a laceration to his hand and they were in route to the hospital. Officers responded to the scene, reported as Valley View and Van Horn, as well as to the Hospital to make contact with the victim. Although the victim did not want to pursue charges against his brother, he was cooperative and did identify him in a photo lineup. Officer responded to 2318 Valley View where they made contact with Christian Caratachea who was arrested for assault with a deadly weapon. He was booked and transported to FCJ.



# Selma Police Department

- 2-20-16** At approximately 12:15pm, units were dispatched to the 1400 block of Grove Street for shots fired in the area. Dispatch updated officers in route that she has received multiple calls and that an injured subject is reported at Fourth and Grove St. Upon Officers arrival, a male adult( Kenneth Aguilar) was located laying in the road way with multiple gunshot wounds. Officer Frandsen and Musso administered CPR until the paramedics arrived and pronounced the victim deceased. Witnesses at the scene described a gray or light blue model four-door vehicle with 3 to 4 Hispanic males drove by and fired multiple times at Aguilar and left the scene. Officer located seven spent shotgun casings at the scene. Detectives were contacted and responded and are continuing the investigation.
- 2-24-16** Officers responded to 1932 John St. in regards to a male subject attempting to make entry into the residence. The male subject, later identified as Santiago Reyes of Selma, fled prior to Officers arrival. While on scene, officers located the male subject nearby who then fled on foot. After a short foot pursuit Reyes was taken into custody. While being transported to the Selma PD Reyes made threats to Officer Alvarez and assisting Officers, then continued to be aggressive during booking. He was later removed from his cell for transport when he became combative with Officer Alvarez. Assisting units responded to the booking room. Reyes was transported to Selma Community for treatment at which point he tried to escape custody while still in front of the PD. He was quickly captured then transported to Selma Community for medical clearance. Reyes was then transported to FCJ for booking. No Officers were injured during any of the altercations with Reyes.

## Personnel

- One (1) sergeant remain off work due to industrial injuries. We are in the process of trying to fill the two (2) Emergency Service Dispatchers positions that opened when our positions were accepted with other agencies. We will be using temp help from allied agencies in the area to fill vacancies until permanent replacements can be found.

## Special Events

- The Bringing Broken Neighborhood's Back to Life collaboration held its first annual appreciation luncheon on Saturday, February 20, 2016 to celebrate the achievements of 2015, and to kick off our planning efforts in 2016.