

1.a.

**CITY OF SELMA  
WORKSHOP/PRE-COUNCIL MEETING  
July 5, 2016**

The Workshop/ pre-Council meeting of the Selma City Council was called to order at 3:30 p.m. in the Council Chambers. Council members answering roll call were: Derr, Montijo, and Mayor Robertson. Council member Rodriguez arrived at 3:32 and Mayor Pro Tem Avalos arrived at 3:36 p.m.

Also present were City Attorney Costanzo, and Mr. Paul Kimura of Avery Associates.

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:** At 3:31 p.m., Mayor Robertson recessed the meeting into Executive Session to discuss the following: two items of Public Employment, pursuant to Government Code Section 54957 – Title: City Manager; and All City Council Members and Commission Members (Council to discuss development of rules of decorum or conduct).

The meeting reconvened at 5:58 p.m., with no action to report.

**ADJOURNMENT:** There being no further business, the meeting was adjourned at 5:59 p.m.

Respectfully submitted,

Reyna Rivera  
City Clerk

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Scott Robertson  
Mayor of the City of Selma

1.b.

**CITY OF SELMA  
REGULAR COUNCIL MEETING  
July 5, 2016**

The regular meeting of the Selma City Council was called to order at 6:06 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, Finance Manager Moreno, Fire Chief Kain, Police Chief Garner, 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:** Pastor Seth Pankrantz, Selma First Baptist Church led the invocation.

**CONSENT CALENDAR:** Council member Rodriguez motioned to approve the Consent Calendar as read. The motion was seconded by Council member Montijo, and carried with the following vote:

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

- a. Minutes of the June 13, 2016 Special Workshop Meeting, approved as written
- b. Minutes of the June 20, 2016 Special Workshop Meeting, approved as written.
- c. Minutes of the June 20, 2016 Pre-Council Meeting, approved as written.
- d. Minutes of the June 20, 2016 Regular Meeting, approved as written.
- e. Letter of Support for Selma Kingsburg Fowler County Sanitation District's Collection System Master Plan, approved by standard motion.
- f. RESOLUTION NO. 2016-47R, A RESOLUTION SUBMITTING CLAIMS FOR LOCAL TRANSPORTATION FUNDS FOR THE 2016-2017 FISCAL YEAR-TRANSIT (LTF). Resolution approved by standard motion.
- g. Retirement and Disposition of a Police K-9, approved by standard motion.
- h. Check Register dated June 28, 2016, approved by standard motion.

**CONSIDERATION AND NECESSARY ACTION ON RESOLUTION APPROVING 2016-2017 FISCAL YEAR BUDGET – public hearing and adoption:** City Manager Grey reported that the budget is as discussed at the June 20, 2016 special workshop meeting.

After discussion, Mayor Robertson opened the public hearing at 6:08 p.m., there being no one to speak for or against the matter, Mayor Robertson closed the public hearing at 6:09 p.m.

After further discussion, motion to approve RESOLUTION NO. 2016 – 48R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA ADOPTING THE 2016-17 FISCAL YEAR BUDGET FOR THE CITY OF SELMA was made by Council member Derr and seconded by Council member Robertson. Motion carried by the following vote:

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

**CONSIDERATION AND NECESSARY ACTION ON RESOLUTION DESIGNATING DAYS AND TIMES FOR OUTDOOR IRRIGATION AND ESTABLISHING OTHER WATER USE RESTRICTIONS:** City Manager Grey discussed the proposed Resolution increasing the designated days from two days to three days for outdoor irrigation.

After Council discussion, motion to approve RESOLUTION NO. 2016-49R A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA DESIGNATING DAYS AND TIMES FOR OUTDOOR IRRIGATION AND ESTABLISHING OTHER WATER USE RESTRICTIONS was made by Council member Rodriguez and seconded by Mayor Robertson. Motion carried by the following vote:

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

**CONSIDERATION AND NECESSARY ACTION ON RESOLUTION APPROVING NEW VENDOR TO THE AMENDED AND RESTATED SOLID WASTE AND RECYCLING FRANCHISE AGREEMENT BETWEEN THE CITY OF SELMA AND SELMA DISPOSAL AND RECYCLING, LLC, TO USA WASTE OF CALIFORNIA DBA WASTE MANAGEMENT FOR SOLID WASTE COLLECTION, GREEN WASTE COLLECTION, AND RECYCLING SERVICES DATED NOVEMBER 1, 2013:** City Attorney Costanzo reported on a request received from Selma Disposal and Recycling, LLC., and explained that Council is being asked to approve the transfer of the franchise from Selma Disposal and Recycling, LLC (John Shea and Dave Carroll) to USA Waste of California, Inc. DBA Waste Management, and that the substantive terms of the request, include an amendment in sections 1.22 and 4.6 to the Amended and Restated Solid Waste and Recycling Franchise Agreement replacing “Avenal Landfill” with “any permitted transfer station or subtitle D landfill, and/or facilities owned by Waste Management”, and stated that staff has reviewed Article 12 regarding substituting successor in interest and find the transfer acceptable along with the proposed amendments to sections 1.22 and 4.6.

Mr. John Shea, Selma Disposal and Recycling, LLC, stepped forward to thank Council for considering this request, and for the support of the past three years.

Mr. Ken Maxey, District Manager for Waste Management stepped forward in support of the matter, and discussed the transition process.

After much discussion from Council, motion to approve RESOLUTION NO. 2016 – 50 R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA SUBSTITUTING SUCCESSOR IN INTEREST FOR THE AMENDED AND RESTATED SOLID WASTE AND RECYCLING FRANCHISE AGREEMENT BETWEEN THE CITY OF SELMA AND SELMA DISPOSAL AND RECYCLING LLC., TO USA WASTE OF CALIFORNIA, INC. DBA WASTE MANAGEMENT FOR SOLID WASTE COLLECTION, GREEN WASTE COLLECTION, AND RECYCLING SERVICES DATED NOVEMBER 1, 2013 WITH AMENDMENTS TO SECTIONS 1.22 AND 4.6 was made by Council member Derr and seconded by Council member Rodriguez. Motion carried by the following vote:

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

**CONSIDERATION AND NECESSARY ACTION ON RESOLUTION DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY DEMAND THE ACQUISITION AND DEVELOPMENT OF MUNICIPAL IMPROVEMENTS (POLICE STATION CONSTRUCTION) WITH FINANCING THROUGH ISSUANCE OF GENERAL OBLIGATION BONDS:**

City Attorney Costanzo discussed that the City has the power pursuant to various provisions of the Government Code to issue a General Obligation Improvement Bond to finance municipal improvements. City Attorney Costanzo further discussed that the law requires the City to take two actions sequentially. First, it must adopt a Resolution of Public Interest and Necessity showing that there is a need for issuance of General Obligation Bonds to fund necessary municipal improvements. Second, it must adopt an ordinance, which must be adopted by a four-fifths vote of the entire City Council ordering the submission of the proposition of issuing General Obligation Bonds to the voters at the General Election on November 8, 2016. The adoption of the Resolution of Public Interest and Necessity is a formality that initiates the proceedings under the Bond Law that is referred to in the proposed Resolution. The Resolution simply and only declares that it is in the public interest and necessary to issue the bonds in order to fund a needed improvement, in the City's case a Police Station. The Resolution must be adopted by four-fifths of the City Council. The Resolution simply sets forth the amount of the bonds (\$4,000,000) and that if approved by a two-thirds vote of the voters, the Bonds will be issued.

Mr. Andrew Guzman, Police Association President and Mr. Brandon Shoemaker both stepped forward in opposition of the Resolution.

Mr. Louis Franco and Mrs. Lisa Franco both stepped forward in support of the Resolution.

Ms. Jennifer Earl stepped forward and stated that there was no need to create another committee to discuss the matter.

After much discussion, motion to approve RESOLUTION NO. 2016 – 51R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY DEMAND THE ACQUISITION AND DEVELOPMENT OF CERTAIN MUNICIPAL IMPROVEMENTS WITH FINANCING THROUGH ISSUANCE OF GENERAL OBLIGATION BONDS (POLICE STATION CONSTRUCTION) was made by Council member Rodriguez. Motion was seconded by Council member Montijo and carried by the following vote:

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

**CONSIDERATION AND NECESSARY ACTION ON ORDINANCE ORDERING THE SUBMISSION OF A GENERAL BOND PROPOSITION TO THE QUALIFIED VOTERS OF THE CITY OF SELMA AT THE GENERAL ELECTION TO BE HELD ON NOVEMBER 8, 2016 FOR THE PURPOSE OF THE ACQUISITION AND CONSTRUCTION OF A LOCAL POLICE STATION AND ASSOCIATED IMPROVEMENTS - first reading and introduction:** City Attorney Costanzo reported that the City has the authority to issue General Obligation Improvement Bonds, and to finance repayment of those Bonds with a property tax levy against all taxable property in the City, but, the bond issuance and tax levy both need to be approved by the voters and can be approved as one ballot measure or proposition. He discussed the details of the Ordinance required by statute for calling an election on the issuance of General Obligation Improvement Bonds including the principal amount of the Bonds, maximum interest rate, conduct of the election, consolidation of the election and the nature of the tax levies with a specific statement that reflects the average tax rate required to be levied against property within the City in order to pay for the principal and interest on the bonds. The Ordinance is required to be adopted by a four-fifths vote of the Council, and must be delivered to the Elections Office in Fresno County on or before August 12.

Mr. Jesse Crouch and Mr. Brandon Shoemaker stepped forward and spoke against the issue.

Mr. Louis Franco stepped forward in support of the Ordinance.

After much discussion, Council member Rodriguez motioned with a second by Council Member Montijo to introduce and waive the first reading of an ORDINANCE ORDERING THE

SUBMISSION OF A GENERAL BOND PROPOSITION TO THE QUALIFIED VOTERS OF THE CITY OF SELMA AT THE GENERAL ELECTION TO BE HELD ON NOVEMBER 8, 2016 FOR THE PURPOSE OF THE ACQUISITION AND CONSTRUCTION OF A LOCAL POLICE STATION AND ASSOCIATED IMPROVEMENTS. The motion failed (required a four-fifths) with the following vote:

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

**DEPARTMENTAL REPORTS:** Police Chief Garner provided Council with results on a recent multi-agency suppression detail, and stated that it was very successful.

**COUNCIL REPORTS:** Council member Rodriguez inquired on a status update for the Babe Ruth facilities.

Council member Montijo reported on a recent article in the Fresno Bee regarding a Selma family.

Council member Avalos reported on attending the July 3<sup>rd</sup> fireworks show and an event for Temperance Flat.

Mayor Robertson reported on upcoming dates for a CPUC meeting regarding a PG&E rate increase, a meeting with Assembly member Joaquin Arambula, and the Bark for Life Event. He then reported on attending the following: Chamber Mixer at Don Juan Restaurant, Ribbon Cutting at the Little Book Library, Event for Temperance Flat, and a COG meeting. He thanked Public Works Director Shiplee for his assistance with removing an old couch, and also discussed the Dinuba Overpass.

**ADJOURNMENT:** There being no further business, the meeting was adjourned at 7:24 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:

July 18, 2016

ITEM NO: 1.C.

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

DISCUSSION: The City of Selma Public Works Department is requesting Council's approval to declare as surplus the vehicle list attached hereto as "Exhibit A", and to authorize the sale, donation or disposal of said vehicles/equipment as prescribed by law.

<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:		
Fund Balance:		

**RECOMMENDATION:** Approve Declared Surplus Vehicle List and Authorize the Sale, Donation or Disposal of City Property.

  
Ken Grey, City Manager

7-14-2016  
Date

**RESOLUTION NO. 2016 – \_\_\_\_R**

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

**WHEREAS**, the Public Works Department has declared certain vehicles to be surplus.  
A list of said vehicles is attached hereto as "Exhibit A."

**NOW, THEREFORE, BE IT RESOLVED** that the City Manager is authorized and directed to declare said "Exhibit A" as surplus.

**BE IT FURTHER RESOLVED** that the City Manager is directed to sell, donate or dispose of the surplus as prescribed by law.

**BE IT FURTHER RESOLVED** that the City Manager and City Clerk are authorized to sign all necessary papers/documents for the sale, donation or disposal of the above mentioned vehicles.

The foregoing Resolution was duly approved by the Selma City Council at a regular meeting held on the 18<sup>th</sup> day of July, 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:

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Reyna Rivera  
City Clerk

Exhibit "A"

Vehicle Surplus July 2016

<b>VEH #</b>	<b>USE</b>	<b>YEAR</b>	<b>DESCRIPTION</b>	<b>LICENSE</b>	<b>VIN NUMBER</b>
312	Code Enforcement	2001	Ford Crown Victoria	1203210	2FAFP71W51X127420

**CITY MANAGERS'S STAFF'S REPORT**  
**CITY COUNCIL MEETING DATE:**

**July 18, 2016**

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**ITEM NO:** 1.d.

**SUBJECT:** Consideration and necessary action on Resolution approving  
City of Selma Code of Conduct for City Council and Members  
of Commissions and Boards

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**DISCUSSION:** The City of Selma Code of Conduct for the City Council and  
Members of Commissions and Boards has been reviewed by this  
Council in closed session on at least two occasions, and changes have  
been made from the original document to conform to the desires of the  
majority of the Council. Council ultimately achieved unanimous  
consensus, at least in closed session on approval of the Code of  
Conduct in form attached to the Resolution submitted with this Staff  
Report as Attachment A. The Resolution requires the City Attorney to  
distribute the Code of Conduct to all members of all Commissions and  
Boards of the City.

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**RECOMMENDATION:** Adopt Resolution approving and authorizing City Attorney  
to distribute City of Selma Code of Conduct for the City  
Council and Members of all Commissions and Boards

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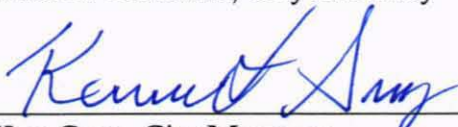
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/s/ Neal E. Costanzo

07/13/2016

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

\_\_\_\_\_  
Date

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

7-15-2016  
\_\_\_\_\_  
Date

RESOLUTION NO. 2016-\_\_\_\_R

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**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA ADOPTING A  
CODE OF CONDUCT POLICY FOR ELECTED AND APPOINTED OFFICIALS OF  
THE CITY OF SELMA**

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**WHEREAS**, the City Council of the City of Selma desire to adopt a Code of Conduct Policy governing the manner in which Public Officials, both elected and appointed, should treat one another, City Staff, Residents of the City of Selma, and other who they may come into contact with when representing the City of Selma, in order to insure that the residents and businesses of the City of Selma are served by a fair, ethical, transparent and accountable government; and

**WHEREAS**, in order to insure that the residents and businesses have confidence in their elected and appointed officials, the City Council of the City of Selma desires to and hereby does adopt the "City of Selma Code of Conduct for Members of City Council, Boards, Commissions and Committees". Attached hereto and incorporated by this reference herein as Attachment "A".

**NOW, THEREFORE**, be it resolved by the City Council of the City of Selma as follows:

1. The City Council hereby adopts Attachment "A" attached to this Resolution as the City of Selma's Code of Conduct for Members of City Council, Boards, Commissions and Committees. A copy of this Code of Conduct and the Resolution shall be provided to each person who is a Member of the City Council, or of any Commission or Board of the City.

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The foregoing Resolution was duly approved this 18<sup>th</sup> day of July, 2016 by the following vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

\_\_\_\_\_  
Scott Robertson Mayor of the City of Selma

ATTEST:

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

department which affects the health, safety or welfare of the public or any citizen or citizens of the City when communication through the City Manager is not practicable. Members may also convey facts they reasonably believe should be made known to a particular member of the City staff or department in circumstances where conveying such facts or information through the City Manager is not reasonably feasible. In all circumstances, Members shall recognize their role in dealing with City Employees to work for the public interest and shall endeavor to avoid creating the perception of and inappropriate direction to City Staff.

- C. **Conduct of Public Meetings.** Members shall perform their duties in accordance with the procedures and Rules of Order established by the City Council and/or Boards and Commissions governing the deliberation of issues before them. Member shall prepare themselves for Public Meetings, listen courteously and attentively to the Public, Staff, and each other and shall refrain from interrupting other speakers, making personal comments not germane to the business of the body or otherwise interfering with the orderly conduct of Public Meetings. Members should disclose all substantive information that is relevant to the matter that is under consideration by their body which they may have received from sources outside of the public decision making process. Members shall respect the confidentiality of information made confidential or privileged by law and shall not disclose such confidential or privileged information without proper legal authorization nor shall any Member use such confidential or privileged information for their personal, financial or private interests. Members shall always act in the best interests of the public.

All deliberations of any issue before the City Council, Boards or Commissions, shall be in public, unless those issues are authorized to be heard in Closed Session pursuant to the Brown Act.

- D. **Conflict of Interest.** Maintaining the independence and impartiality of the City Council, Boards and Commissions is imperative to maintain the Public trust. Members shall not use their official positions to influence City decisions in which they have a material financial interest or personal relationship which may give the appearance of a conflict of interest. Members shall refrain from accepting any gifts, favors or promises of future benefits which might compromise their independence or judgement or give the appearance of their independence or judgement being compromised. Member shall not use public resources unavailable to the public in general, such as City Staff time, equipment, supplies or facilities, for private gain or personal purposes. Members shall disclose investments, interest in real property,

sources of income, and gifts, and shall abstain from participating in deliberations and decision-making where a conflict exists, pursuant to applicable law.

- E. Implementation and Enforcement.** The City of Selma Code of Conduct for Members of the City Council, Boards, and Commission Members is intended to be self-enforcing. Members are expected to represent the City in a manner consistent with the Code of Conduct. The City Council will review, from time to time, this Code of Conduct and make changes or revisions as deemed necessary to insure the fairness and impartiality of proceedings before the City Council, Boards and Commissions and insure the public's trust in the governers of the City.

Members in office at the time of the adoption of this Code of Conduct and all newly elected or appointed Members shall sign a statement affirming they have read and understand this City of Selma Code of Conduct for Members of the City Council, Boards and Commissions.

**2. Compliance and Enforcement.**

The Mayor and the Chairs of the Boards and Commissions of the City shall have the additional responsibility to insure compliance with this Code of Conduct during the conduct of Public Meetings. Any Member who becomes aware of any breach of this Code of Conduct by any other Member shall report that violation to the Mayor or City Manager for further investigation or action.

The City Council may impose sanctions on Members who are not elected City Council persons whose conduct does not comply with the City's Code of Conduct which include, but are not limited to, reprimand, formal censure, loss of chair or other designation on the City Council, Board or Committee, or removal from Board or Committee assignment/appointment.

A violation of this Code of Conduct or any enforcement action taken thereunder shall not be considered as a basis for challenging the validity of any action taken or decision made by the City Council, or Board or Commissions of the City of Selma.

## ATTACHMENT "A"

### CITY OF SELMA CODE OF CONDUCT FOR THE CITY COUNCIL AND MEMBERS OF COMMISSIONS AND BOARDS.

#### 1. Implementation

This Code of Conduct, as adopted by the City Council of the City of Selma applies to Members of the City Council and to all Member of all Boards and Commissions of the City of Selma, whether elected or appointed. This Code of Conduct is intended to supplement, and not replace or supersede, any other Code of Conduct, Code of Ethics, or rules governing meetings of the City Council or any Board or Commission of the City of Selma contained in any prior Resolution or the Selma City Municipal Code.

It is the intent of this Code of Conduct that all Members ("Members" shall mean any Member of the City Council or any Board or Commission of the City of Selma whether elected or appointed) to insure the integrity and effective and fair operation of the governess of the City of Selma.

Therefore each Member, when representing the City of Selma, shall conduct themselves in accordance with the following Code of Conduct:

**A. Conduct of Members.** Members must always work for the common good of the residents and inhabitants of the City of Selma and treat all persons, claims and matters coming before the Selma City Council or any Commission or Board of the City equally and in an unbiased manner. Members shall comply with all of the laws of the United States, State of California and the City of Selma in the performance of their public duties. These laws include but are not limited to; The U.S. and California Constitutions, Federal, State, and Local Acts, Statutes, Regulations, and Ordinances and the California Fair Political Practices Commission Rules and Regulations relating to financial disclosures, election campaigns, conflicts of interests, and open processes of Government.

Members shall always conduct themselves in a professional manner and must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, verbal or nonverbal personal attacks upon the character or motives of other Members of the City Council, Commissions or Boards, the Public or Staff, in any setting including before, during, or after the conduct of a Public Meeting. This prohibition applies, as stated, to any setting, which includes,

but is not limited to personal or telephonic communication or contact, email or other electronic communication and the posting of comments or transmission of other communication through social media outlets such as Facebook and Twitter. Members shall support a positive and constructive environment for all Residents, Businesses, other Members, the Council, Boards and Commissions of the City and City Employees.

- B. Role of Members.** Members of the City Council, Boards and Commissions are stewards of the Public interest. Members may appear before their own body or before the City Council or any Board or Commission or proceeding of the City on behalf of their own interests, or on the behalf of private interest of third parties on matters related to an area of service on their bodies; but may only do so if the Member has recused himself or herself from the consideration of the matter on which the Member is appearing on his or her own behalf or on behalf of a third party, if the appearance is made before the body to which the Member has been appointed or elected to serve. In addition, at any time a Member appears before his or her own body or before the City Council or other Board or Commission of the City the Member shall state or affirm that he or she has, if necessary, recused him or herself from consideration of an item in which the Member is interested, and that the appearance is being made by the member in his or her capacity as an interested citizen and not in his or her capacity as a Member of any Council, Board or Commission of the City.

In the City of Selma, the City Council of the City of Selma determines the policies of the City with the advice, information and recommendations provided by the Public, Boards and Commissions and City Staff. The independent advice and recommendations of Boards and Commissions to the City Council is extremely valuable to the City Council's decision making process and in particular for setting City Policy.

Under the City of Selma's City Council-City Manager form of Government, it is not the role of and Members are prohibited from giving orders, directions or instructions to City Employees. All instructions, directions or orders to City Employees shall be through the City Manager. However, Member may make inquiries of City Employees related to the scope of their duties provided that such inquiries will not require significant time or resources of City Employees, without the approval of the City Manager. In addition, Members may, and should, report to City Staff that is available, or the department head that is in charge of a particular function an emergency or other urgent situation requiring the attention of that staff person or

**CITY MANAGERS'S STAFF'S REPORT  
CITY COUNCIL MEETING DATE:**

**July 18, 2016**

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**ITEM NO:**

1.e.

**SUBJECT:**

Consideration and necessary action on Resolution approving and authorizing execution of Agreement for Professional Services-Fahrney Traffic Study and Agreement for Reimbursement of Cost for Traffic Study.

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**DISCUSSION:** To conform with mitigation requirements set forth in the EIR for the Project which consists of Phase I of the Rockwell Pond Commercial Project otherwise known as the Selma Grove Project, the Developer is required to procure and adhere to a Traffic Impact Analysis to determine the precise nature of improvements required for streets adjacent to this Project. The Developer is to enter into an Agreement providing for the reimbursement to the City of all costs and expense incurred in preparation of the Traffic Impact Analysis pursuant to the Agreement for Professional Services-Fahrney Traffic Study presented with this Agenda Item. The attached Resolution provides for the approval by the City Council of both Agreements and the authorization of the City Manager to execute both Agreements on behalf of the City.

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**RECOMMENDATION:** Approve Resolution authorizing execution of Agreement for Professional Services-Fahrney Traffic Study and Agreement for Reimbursement of Costs of Traffic Study.

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/s/ Neal E. Costanzo

Neal E. Costanzo, City Attorney



Ken Grey, City Manager

07-14-2016

Date

7-15-2016

Date

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING AGREEMENT FOR PROFESSIONAL SERVICES  
(FAHRNEY TRAFFIC STUDY) AND AGREEMENT FOR REIMBURSEMENT OF  
COSTS OF TRAFFIC STUDY**

**WHEREAS**, the City requires a updated Traffic Impact Analysis ("TIA") for the proposed shopping center located on approximately 35.88 acres and consisting of phase one of the Rockwell Pond Commercial Project in the area of Floral Avenue, DeWolf Avenue, Rockwell Pond, and State Route 99 (the ("Project")); and

**WHEREAS**, the City requires the Developer to pay for any required environmental analysis such as a Traffic Impact Study; and

**WHEREAS**, the Contractor JLB Traffic Engineering, Inc. is qualified to and desires to prepare the aforementioned TIA and to provide other services as set forth in the Agreement for Professional Services; and

**WHEREAS**, the Developer has agreed to reimburse the City for the costs of the preparation of the TIA.

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

1. The forgoing recitals are true and correct.
2. The City Council approves the Agreement for Professional Services-Fahrney Traffic Study, between the City and JLB Traffic Engineering, Inc. together with the Agreement for Reimbursement of Costs of Traffic Study between the City and Tutelian and Company, the Developer.
3. The City Manager is authorized to execute both the Agreement for Professional Services-Fahrney Traffic Study and Agreement for Reimbursement of Costs of Traffic Study referred to in this Resolution and incorporated by reference as Exhibits A and B, respectively.

The foregoing Resolution was duly approved by the Selma City Council at a regular meeting held on the 18 day of, July 2016, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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Scott Robertson, Mayor of  
City of Selma

ATTEST:

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Reyna Rivera, City Clerk for  
The City of Selma

## **AGREEMENT FOR PROFESSIONAL SERVICES – FAHRNEY TRAFFIC STUDY**

### **AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF SELMA AND JLB TRAFFIC ENGINEERING, INC.**

**THIS AGREEMENT:** This "Agreement" is made and entered into this 18 day of July, 2016, by and between the City of Selma, a California general law city located in the County of Fresno (hereinafter "City") and JLB Traffic Engineering Inc., a California corporation (hereinafter "Contractor").

#### **RECITALS**

**WHEREAS,** City desires to engage Contractor to prepare a Traffic Impact Analysis ("TIA") for a proposed shopping center located on approximately 35.88 acres constituting Phase I of the Rockwell Pond Commercial Project (Selma Grove) in the general area of Floral Avenue, DeWolf Avenue, Rockwell Pond, and State Route 99 (the "Project" or "Selma Grove"); and

**WHEREAS,** Contractor is qualified to and desires to prepare aforementioned TIA and other services related to the Project.

**NOW, THEREFORE,** in consideration of the mutual covenants set forth herein and for such good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

#### **AGREEMENT**

1. Scope of Services. Contractor shall do, perform, and carry out, in a satisfactory and proper manner, as determined by the City, the following services:

##### **Task 1      Finalize TIA Scope Work and Fresno COG Modeling**

Task 1.1      Contractor will estimate future trip generation for the Project based on information contained within the operational statement and data provided by the developer and the Institute of Transportation Engineers ("ITE") reference, trip generation, latest edition and other trip generation sources readily available.

Task 1.2      Prepare a traffic engineering letter presenting the proposed Draft Scope of Work for the preparation of the TIA. The TIA scope of work will include a detailed project description, trip generation, traffic scenarios, and intersections and segments to be analyzed pursuant to the City of Selma, County of Fresno and CalTrans TIS Guidelines. As applicable, Contractor will arrange for and attend a TIS Scoping meeting (up to one hour) at the City of Selma.

Task 1.3 Contractor will review and define the Traffic Analysis Zone ("TAZ") boundaries and link segments in the model for the Existing and Near Term Scenarios. A technical letter requesting the appropriate modeling will be completed and submitted to Fresno Cog. This technical letter along with exhibits and tables as appropriate will identify any land use, link network, and TAZ zone modifications for all study scenarios. The Fresno Cog Model must accurately reflect the land use, link, and TAZ network within the study area under all study scenarios.

## **Task 2 Prepare Traffic Impact Analysis**

Task 2.1 Onsite circulation will be reviewed and recommendations will be provided. Particular attention will be paid to conflicting traffic movements, location of local roadways to the major streets and onsite vehicular ingress and egress routes.

Task 2.2 Contractor will conduct a thorough evaluation of the existing and planned circulation network to including the study of facilities agreed upon during Task 1.

Task 2.3 As appropriate, schedule and conduct new traffic counts for the study facilities.

Task 2.4 Perform site visit to observe existing traffic conditions, particularly during the a.m. and p.m. peak hours. Existing roadway conditions, including geometrics and traffic controls, will be verified.

Task 2.5 Prepare a California Manual on Uniform Traffic Controlled Devices ("CA MUTCD") peak hour signal warrants for un-signalized study intersection (during weekday and Saturday peak hours).

Task 2.6 Contractor will coordinate with the City of Selma to identify pending and cumulative projects in the vicinity of the Project site and cumulative general plan amendments. The additional traffic volumes expected to be generated by these projects will be estimated and included in the TIA analysis along with a calculation of a per trip impact cost or mitigation fee.

Task 2.7 Forecast Trip Distribution on the basis of turn count information and knowledge of the existing and planned circulation network in the vicinity of the Project.

Task 2.8 Contractor will evaluate existing and forecast future Levels of Service ("LOS") at the study intersection(s) and/or segment(s) as determined during Task 1. Contractor will use HCM 2010 methodologies within Sincro Software to perform this analysis for the weekday a.m. and p.m. and Saturday peak hours. Contractor will identify the cause(s) of poor level of service and proposed improvements.

Task 2.9 Provide a table with the Project's pro-rata share allocation to improvement measures identified (if any) which are not currently funded by an existing funding source.

**Additional Scope/Services**

A. Contractor will forecast and analyze traffic volumes for the following scenarios:

1. Existing traffic conditions with needed improvements (if any);
2. Existing plus Project traffic conditions with proposed mitigation measures (if any);
3. Near term plus Project traffic conditions with proposed mitigation measures (if any);
4. Cumulative (year 2037) no project traffic conditions (assumes the project site is vacant) with proposed improvement measures (if any); and
5. Cumulative (year 2037) project traffic conditions with proposed mitigation measures (if any). If necessary, a mitigation scenario for the cumulative year 2037 traffic conditions will assume that an overcrossing is constructed at Dinuba and State Route 99.

B. Weekday peak hours to be analyzed. (Tuesday through Thursday only):

1. 7-9 a.m. peak period
2. 4-6 p.m. peak period

C. Saturday peak hours to be analyzed:

1. Contractor will provide an analysis of the Saturday p.m. peak period. Contractor anticipates that the p.m. peak will be between 1-3 p.m. however to determine the Saturday p.m. peak period, Contractor will utilize a current traffic count to identify the Saturday peak hours and subsequently utilize this information to collect traffic counts during the two highest peak hours (the Saturday peak period).

D. Intersections to be analyzed. The final list of intersection(s) to be analyzed will be determined as part of Task 1. However, it is anticipated that the following intersections will need to be analyzed:

1. DeWolf Avenue/Floral Avenue;
2. Selma Grove Access/ Floral Avenue;

3. SR 99 Southbound (SB) off-ramp/Floral Avenue;
4. Highland Avenue/Floral Avenue;
5. SR 99 Northbound (NB) off-ramp/Floral Avenue;
6. Whitson Street/Floral Avenue;
7. McCall Avenue/Floral Avenue;
8. Highland Avenue/Golden State Boulevard;
9. Highland Avenue (SR 43/SR99) ramps;
10. Highland Avenue (SR 43)/Rose Avenue.

E. Segments to be analyzed:

1. Road Segments to be analyzed will be determined during Task 1 following communication with the City of Selma, County of Fresno, and CalTrans staff.

F. Project only trip assignment to the following State facilities:

1. The trip assignment to the following interchanges will be provided in the TIA for the proposed project:

- a. SR99/Floral Avenue;
- b. SR99/Highland Avenue.

G. Preparation of draft TIA Report: based upon the scope of the work set forth herein, a draft TIA Report will be prepared. The draft TIA Report will include tables and graphics summarizing the results and conclusions of the study accompanied by a technical appendix. The draft TIA Report will be provided to the City of Selma, project applicants, and affected agencies to review and comment on. Contractor will provide an electronic pdf and up to six hard copies of the draft TIA Report.

H. Preparation of the final TIA Report:

After receiving comments from the City, project applicant, affected agencies, and anyone else who comments on the draft TIA Report, Contractor will prepare a final TIA Report to address said comments as appropriate or necessary. Contractor will provide one electronic pdf and up to six hard or printed copies of the final TIA Report.

2. Compensation. Contactor shall bill City monthly for services provided pursuant to this Agreement on a percent-complete basis. City agrees to pay all invoices for services rendered pursuant to this Agreement within sixty (60) days after receipt of each invoice up to a maximum total compensation for all services provided under this Agreement in an amount of Twenty-seven Thousand Five Hundred Dollars (\$27,500.00). Under no circumstances shall Contactor bill or City pay any amount greater than the maximum of Twenty-seven Thousand Five Hundred Dollars (\$27,500.00) without a written agreement or amendment to this Agreement, approved by the City Council, increasing the maximum amount of compensation prior to Contactor incurring such expenses.

3. Independent Contractor. Contactor is and shall perform said services under this Agreement as an independent contractor. Contactor shall follow the highest standards of practices of the land use planning profession to make findings, provide opinions, and comments as set forth in the Agreement consistent with said standards and practices. Contactor is engaged to render the services described herein to City and any payments made by City are compensation solely for the services rendered. Neither Contactor nor its officers, employees, agents, contractors, or representatives shall obtain any right to retirement or any other benefits that accrue to City employees.

4. Data to Be Furnished by City. All existing available information, reports and maps in the possession or control of City which may assist Contactor in performance of the services set forth herein shall be furnished to Contactor without charge by City. City agrees to cooperate with Contactor as necessary for Contactor to perform the services at city's time and material cost.

5. Possession of Materials Prepared Under This Agreement. It is agreed that all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by Contactor under this Agreement including electronically stored finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs or reports prepared by Contactor, on or upon termination of this Agreement for any reason, be turned over to City provided that Contactor may, at no additional expense to City, make and retain such copies thereof as desired.

6. Communications/Notices. All communications and notices permitted or required by this Agreement shall be as follows:

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

To Contactor:

JLB Traffic Engineering, Inc.  
ATTN: Jose Luis Benevides, PE, TE  
516 W. Shaw Avenue, Suite 200  
Fresno, CA 93704  
Attention: Bruce O'Neal  
Telephone:  
Facsimile:

7. Entire Agreement. This Agreement contains the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all previous communications, negotiations, and agreements, whether oral or written, between the parties with respect to the subject matter hereof. No change, addition, or modification or waiver of any of the provisions of this Agreement shall be binding on either party unless made in writing and executed by Contractor and a duly authorized agent of City.

8. Hold Harmless/Indemnity. Except to the extent of City's gross negligence or willful misconduct, and to the fullest extent permitted by law, Contractor agrees to indemnify, hold harmless, protect and defend the City and City's employees, City Council, agents, representatives and contractors from any and all claims, causes of action, liability, losses, costs and damages, for the foreseeable or unforeseeable, arising out of or relating to any act, omission, or negligence of Contractor or Contractor's agents, employees, representatives, contractors, or arising from or related to Contractor's use of or activities on or about the property owned or controlled by City, including, without limitation to, any claims related to the services provided by Contractor under this Agreement. The provisions of this section shall survive the termination, cancellation or expiration of this Agreement.

9. Assignability. Neither this Agreement nor any other rights or obligations hereunder may be assigned or otherwise transferred by either party, nor shall this Agreement inure to the benefit of a trustee in bankruptcy, receiver or creditor of either party, whether by operation of law or otherwise, without the prior written consent of the other party. Any attempt to so assign or transfer this Agreement or any rights or obligations hereunder without such prior written consent shall be null and void and of no force and effect and shall constitute a material breach of this Agreement.

10. Termination. Either party may terminate this Agreement by giving the other party ninety (90) days written notice of intent to terminate the Agreement.

11. Governing Law. This Agreement shall be governed by the laws of the State of California and jurisdiction for any action related to this Agreement shall be in the Superior Court of California, County of Fresno.

12. Attorney's Fees. In the event that either party hereto shall commence any legal action or proceeding against the other party to enforce any right or obligation under this Agreement, the prevailing party shall be entitled to and recover, in addition to

its costs, reasonable attorney's fees to be fixed by the court, and such recovery shall include costs and attorney's fees on appeal, if any.

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

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

15. Each person signing below represents and warrants the he or she is duly authorized to sign and enter into this Agreement. This Agreement may be executed in counterparts or by facsimile, each of which shall be in original and all of which shall constitute one and the same agreement.

16. The effective date of this Agreement shall be July 18, 2016.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first written above.

CITY OF SELMA

JLB TRAFFIC ENGINEERS, INC.

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

By: \_\_\_\_\_  
Jose Luis Benavides, PE, TE

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

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

## **AGREEMENT FOR REIMBURSEMENT OF COSTS FOR TRAFFIC STUDY**

**THIS AGREEMENT** ("Agreement") is made and entered into this 18 day of July, 2016, (the "Effective date") by and between the City of Selma, a Municipal Corporation, and Tutelian and Company, ("Developer").

### **RECITALS**

**WHEREAS**, Developer has requested that the City have an updated/ additional Traffic Study ("Study") preformed related to Developer's project, Selma Grove Phase I Commercial Center ("Project"); and

**WHEREAS**, Developer agrees to pay the costs for the Study, which are estimated to be twenty seven thousand five hundred dollars (\$27,500).

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein and for such other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. The foregoing recitals are incorporated by this reference herein as though fully set forth at this point.
2. Developer agrees to reimburse the City for all of its costs related to the Study.
3. Developer further agrees to deposit twenty seven thousand dollars (\$27,500.) with the City on or before August 1, 2016.
4. If the costs of the Study exceed twenty seven thousand dollars (\$27,500.), the City will inform Developer of the estimated additional costs and Developer shall deposit with the City that amount within ten (10) business days. If Developer fails to make the additional deposit(s), then the City may cease work on the Study.
5. Upon completion of the Study, City agrees to return any amount of the deposit remaining after all of the costs associated with the Study, including City Staff and administrative costs will be returned to Developer within thirty (30) days following the completion of the Study.
6. Independent Contractor. Contactor is and shall perform said services under this Agreement as an independent contractor. Contactor shall follow the highest standards of practices of the land use planning profession to make

findings, provide opinions, and comments as set forth in the Agreement consistent with said standards and practices. Contactor is engaged to render the services described herein to City and any payments made by City are compensation solely for the services rendered. Neither Contactor nor its officers, employees, agents, contractors, or representatives shall obtain any right to retirement or any other benefits that accrue to City employees.

7. Communications/Notices. All communications and notices permitted or required by this Agreement shall be as follows:

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

To Developer:           Clifford Tutelian  
                                  Tutelian and Company  
                                  1401 Fulton Street, Suite #210  
                                  Fresno, California 93721  
                                  Telephone (559) 266-8000

8. Entire Agreement. This Agreement contains the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all previous communications, negotiations, and agreements, whether oral or written, between the parties with respect to the subject matter hereof. No change, addition, or modification or waiver of any of the provisions of this Agreement shall be binding on either party unless made in writing and executed by Contractor and a duly authorized agent of City.
9. Hold Harmless/Indemnity. Except to the extent of City's gross negligence or willful misconduct, and to the fullest extent permitted by law, Contractor agrees to indemnify, hold harmless, protect and defend the City and City's employees, City Council, agents, representatives and contractors from any and all claims, causes of action, liability, losses, costs and damages, for the foreseeable or unforeseeable, arising out of or relating to any act, omission, or negligence of Contractor or Contractor's agents, employees, representatives, contractors, or arising from or related to Contractor's use of or activities on or about the property owned or controlled by City, including, without limitation to, any claims related to the services provided by Contractor under this Agreement. The provisions of this section shall survive the termination, cancellation or expiration of this Agreement.

10. Assignability. Neither this Agreement nor any other rights or obligations hereunder may be assigned or otherwise transferred by either party, nor shall this Agreement inure to the benefit of a trustee in bankruptcy, receiver or creditor of either party, whether by operation of law or otherwise, without the prior written consent of the other party. Any attempt to so assign or transfer this Agreement or any rights or obligations hereunder without such prior written consent shall be null and void and of no force and effect and shall constitute a material breach of this Agreement.
11. Termination. Either party may terminate this Agreement by giving the other party ninety (90) days written notice of intent to terminate the Agreement.
12. Governing Law. This Agreement shall be governed by the laws of the State of California and jurisdiction for any action related to this Agreement shall be in the Superior Court of California, County of Fresno.
13. Attorney's Fees. In the event that either party hereto shall commence any legal action or proceeding against the other party to enforce any right or obligation under this Agreement, the prevailing party shall be entitled to and recover, in addition to its costs, reasonable attorney's fees to be fixed by the court, and such recovery shall include costs and attorney's fees on appeal, if any.
14. Waiver. The waiver by either party of any breach or other violation of any provision of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor any subsequent breach or violation of the same or any other provision. The acceptance of any monies that become due hereunder shall not be deemed to be a waiver of any pre-existing or concurrent breach or violation by either party of any provision of this Agreement.
15. Severability. If any of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained in this Agreement.
16. Each person signing below represents and warrants the he or she is duly authorized to sign and enter into this Agreement. This Agreement may be executed in counterparts or by facsimile, each of which shall be in original and all of which shall constitute one and the same agreement.
17. The effective date of this Agreement shall be July 18, 2016.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date written above.

CITY OF SELMA

DEVELOPER

By: \_\_\_\_\_  
Ken Grey

By: \_\_\_\_\_  
Clifford Tutelian

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

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

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

July 18, 2016

**ITEM NO:**

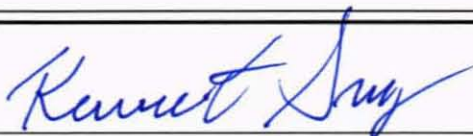
**SUBJECT:** *1.f.*

Consideration and Necessary Action on Resolution Authorizing City Manager to Execute Settlement Release Agreement and Contractor Agreement.

**DISCUSSION:** The Settlement Release Agreement and Contractor Agreement for the Arrants Street Storm Drain Repair Project are attached to the accompanying Resolution authorizing the City Manager to execute in a form that staff believes to be agreeable to all parties involved, but it is possible that there may be requests for what are likely immaterial alterations to the Agreements. Staff wishes to retain the ability to consent to any such changes, without having to have this Council reconsider and reauthorize the agreements.

Accordingly, the accompanying Resolution provides for the approval of the attached Agreements and authorization of the City Manager to execute any and all documents needed to effectuate the Agreements and approves any alteration to the Agreements that are acceptable to the City Manager and Risk Management Attorney which does not materially alter the terms of the Agreements in order to expedite the project.

**RECOMMENDATION:** Approve Resolution Authorizing City Manager to Execute Agreements either as is or with any changes or alterations that are acceptable both to the City Manager and the Risk Management Attorney that do not materially alter the terms and conditions of the agreements and further authorizing the City Manager to execute any other document to effectuate or implement the Agreements.



Kenneth Grey, City Manager

*7-14-2016*

Date

RESOLUTION NO. 2016 – R

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**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA  
AUTHORIZING EXECUTION OF AGREEMENTS FOR THE ARRANTS STREET  
STORM DRAIN REPAIR PROJECT**

---

**WHEREAS**, the Settlement Release Agreement and the Contractor Agreement for the Arrants Street Storm Drain Repair Project have been reviewed by the City of Selma and Selma Risk Management Counsel; and

**WHEREAS**, funding for the Arrants Street Storm Drain Repair Project is projected to be cost neutral as defined in the Settlement Agreement and Release; and

**WHEREAS**, timing is of the essence to commence and complete the scope of work defined in the Contractor Agreement.

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

1. The foregoing recitals are true and correct.
2. The City Manager is authorized to execute the attached Agreements, or any version thereof that does not materially change the terms and conditions of the attached Settlement Release Agreement or Contractor Agreement that are acceptable to both the City Manager and Risk Management Counsel and the City Manager is further authorized to execute any other document to effectuate the Agreements , or any authorized alteration thereof.

The foregoing Resolution was duly approved this 18<sup>th</sup> day of July, 2016 by the following vote, to wit:

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

---

Scott Robertson, Mayor

ATTEST:

---

Reyna Rivera City Clerk of the City of Selma

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“AGREEMENT”) is entered into by and between the CITY OF SELMA (“CITY”), BILL NELSON GENERAL ENGINEERING CO. (“BILL NELSON”), and MERCHANTS BOND COMPANY (“MERCHANTS”) (collectively the “PARTIES”).

### I. RECITALS

**A.** BILL NELSON bid and was awarded by the CITY the “Selma Storm Drain Improvements – Phase III” project (the “PROJECT”) on or about February 21, 2012. Generally, the PROJECT called for BILL NELSON to excavate a trench several miles long throughout various streets in the city of Selma, install a 48” storm drain pipe, and backfill and compact the trench.

**B.** On February 22, 2012, MERCHANTS furnished a “Faithful Performance Bond” (bond number CA91510) and a “Labor & Material Bond” (bond number CA 91510) (collectively, the “BONDS”) in connection with the PROJECT. A true and correct copy of each bond is attached to this AGREEMENT as Exhibit A and Exhibit B, respectively.

**C.** In January 2013, approximately 3 months after the PROJECT was completed, a subsidence appeared on Arrants Street. BILL NELSON performed repairs to this subsidence under its warranty provision.

**D.** In April 2014, a new subsidence appeared on Arrants Street near the January 2013 subsidence. BILL NELSON refused to perform the repair to this subsidence without compensation. The CITY therefore contracted with DON BERRY CONSTRUCTION, INC. (“DON BERRY”) to perform this repair.

**E.** On May 12, 2015, the CITY filed its First Amended Complaint against BILL NELSON and MERCHANTS in the Superior Court of California, County of Fresno, Case No. 15CECG01446 (the “ACTION”) as a result of the subsidences appearing on Arrants Street.

**F.** In August 2015, a subsidence appeared near the intersection of Rose and Orange Avenues. The repair to this subsidence was performed by DON BERRY.

**G.** In March 2016, a new subsidence appeared on Arrants Street near the January 2013 and April 2014 subsidences. The repair to this subsidence was performed by TODD COMPANIES.

**H.** To avoid further costs of litigation and without admitting liability, the PARTIES wish to reach an agreement with respect to all present and future potential claims arising out of the PROJECT and the ACTION. This AGREEMENT is made in the interest of avoiding the expense, delay, risk, and inconvenience of litigation, and to obtain full, final, and complete settlement of all claims, and to extinguish any liability under state or federal laws arising out of or in any way connected to the ACTION, and the PROJECT. The PARTIES, therefore, agree as follows:

## **II. AGREEMENT**

### **A. CONSIDERATION AND RELEASE**

1. For and in consideration of the sum of EIGHT HUNDRED FIFTY THOUSAND DOLLARS and NO CENTS (\$850,000.00) (the "settlement sum"), the CITY ("Releasor") does hereby generally release and forever discharge and hold harmless BILL NELSON and MERCHANTS (collectively, "Releasees"), and their respective subsidiary and parent corporations, officers, directors, agents, attorneys, servants, employees, predecessors, successors and assigns, and each of them, of all claims, demands, accounts, actions, causes of action, obligations, proceedings, losses, liabilities, and sums of money of every kind and character whatsoever, including any claim for attorney fees, whether now known or unknown, whether based on contract, tort, statute, or other legal or equitable theory of recovery, which the CITY, its successors, or assigns, can, shall, or may have against any of the Releasees, parties, corporations, or entities, arising out of all claims and demands set forth in the ACTION, and/or arising out of the PROJECT, and/or the BONDS. BILL NELSON and or its insurers shall be solely obligated to make payment of the settlement sum. MERCHANTS shall have no obligation to pay the settlement sum. Releasor acknowledges and agrees upon payment of the settlement sum, that the BONDS are fully discharged and exonerated and that no further claims may ever be made against the BONDS regardless of what may occur.

2. As additional consideration for the Releasor's release and forever discharge of any and all claims against the Releasees arising from the PROJECT and the ACTION, the CITY and BILL NELSON agree to enter into a contemporaneous agreement for repair work on Arrants Street ("ARRANTS STREET RECOMPACTION PROJECT"). A true and correct copy of the proposed contract for the ARRANTS STREET RECOMPACTION PROJECT is attached to this AGREEMENT as Exhibit C. As to the ARRANTS STREET RECOMPACTION PROJECT, the PARTIES agree that:
  - i. The CITY shall impose no liability on, and will save harmless, MERCHANTS and CNA FINANCIAL CORPORATION (BILL NELSON'S insurer during the PROJECT), and their respective subsidiary and parent corporations, officers, directors, agents, servants, employees, predecessors, successors and assigns, and each of them, from any loss, claim, expense, demand, or cause of action of any kind or character through the assertion by any stranger hereto of a claim or claims connected with the ARRANTS STREET RECOMPACTION PROJECT;
  - ii. MERCHANTS BONDING COMPANY is not the surety for BILL NELSON'S contract for or the actual performance of any work on the ARRANTS STREET RECOMPACTION PROJECT and that MERCHANTS shall have no obligation or liability in connection therewith; and
  - iii. COLONY SPECIALTY INSURANCE (BILL NELSON'S insurer as of the date of this AGREEMENT) will have an opportunity to issue an endorsement to its current insurance policy excluding coverage for work performed as part of the ARRANTS STREET RECOMPACTION PROJECT contract.
3. This is a full and final release applying to all unknown and unanticipated injuries or damages arising out of the ACTION, and/or the PROJECT, and/or the BONDS, including any and all claims, injuries, damages, or losses, including but not limited to claims in connection with alleged loss of use or business

interference by property owners, whether known or unknown, now existing or which may arise in the future.

#### **B. FEES AND COSTS**

The PARTIES acknowledge and agree that each of them are to bear their own costs, expenses, and attorney's fees arising out of or connected with the ACTION, and/or the PROJECT, and/or the BONDS, and negotiation, drafting, or execution of this AGREEMENT, and all matters arising out of or connected herewith, except that, in the event of any action by any party hereto to enforce this AGREEMENT, the prevailing party shall be entitled to costs and reasonable attorney's fees arising out of or connected with such an action.

#### **C. CALIFORNIA CIVIL CODE 1542 WAIVER**

The PARTIES acknowledge that they are familiar with section 1542 of the Civil Code of the State of California, which section reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

The PARTIES, being aware of said Code section, hereby expressly waive any right they may have thereunder with respect to any matter covered by this AGREEMENT and contained in this paragraph.

#### **D. DISMISSAL**

Upon payment of the settlement amount pursuant to paragraph 2A1, the CITY agrees it will surrender and abandon any claims that it may have against MERCHANTS and BILL NELSON arising out of the ACTION, and/or the PROJECT, and/or the BONDS. Within fifteen (15) days of the verification that BILL NELSON'S payment of the settlement sum cleared the bank on depositing the sum, the CITY shall dismiss the entire ACTION with prejudice with each party bearing its own fees and costs.

#### **E. INTEGRATION**

This document embodies all the terms and conditions of the agreement between the PARTIES and the PARTIES acknowledge that they have not relied upon any warranties, representations, or promises, except as set forth expressly in this AGREEMENT. Any prior correspondence, memorandum, or agreement, whether oral or written, is superseded in total by

this AGREEMENT. All words, phrases, sentences, and paragraphs, including the recitals hereto, are material to this AGREEMENT.

#### **F. WARRANTY**

The PARTIES represent or warrant that they have not sold, assigned, or in any other manner transferred, voluntarily or involuntarily, by a contract or operation of law, including without limitation any subrogation provision in any insurance policy, or any claim herein released.

#### **G. DIFFERENCE IN FACTS**

The PARTIES each fully understand that if the facts that each or any of them presently believe to be true are found hereafter to be different or untrue, the PARTIES each fully and expressly accept and assume the risk of such possible difference of facts and agree that this AGREEMENT shall, notwithstanding, remain effective.

#### **H. NO ADMISSION OF LIABILITY**

Neither the existence and/or execution of this AGREEMENT, or the terms thereof, or payment of consideration shall constitute or be construed as an admission by the PARTIES with respect to the claims being released. It is agreed that the PARTIES each specifically deny liability for any and all of the claims being released.

#### **I. SATISFACTION OF LIENS; DEFENSE/HOLD HARMLESS/INDEMNITY**

The CITY has satisfied any and all liens against their recovery, including but not limited to any lien claims by any insurance carriers and any State or Federal agency, private or public entity of any nature, or attorney which may presently exist arising out of or in any way related to the ACTION, and/or the PROJECT, and/or the BONDS. The CITY represents that all known asserted lien claims have been satisfied. .

#### **J. FULL KNOWLEDGE**

The PARTIES represent they have reviewed the terms and conditions of this AGREEMENT with an attorney, or had the opportunity to do so, before signing it, and that they understand each, every, and all of the terms and conditions within this AGREEMENT, and execute it with full knowledge of its significance.

#### **K. CALIFORNIA LAW**

This AGREEMENT is made and entered into in the State of California and shall in all respects be interpreted and enforced under the laws of California. The PARTIES understand that

this AGREEMENT shall be deemed to have been drafted by each of them and that the Rule of Ambiguities does not apply.

**L. SEVERABILITY**

In the event that a court of competent jurisdiction determines that any provision in this AGREEMENT or its application thereof is invalid, unenforceable, or void, this determination will not affect the remaining provisions of this AGREEMENT, which will remain valid and enforceable to the fullest extent permitted by law.

**M. COUNTERPARTS**

This Agreement can be executed in counterparts.

IN WITNESS THEREOF, the PARTIES execute this AGREEMENT as follows:

DATED: \_\_\_\_\_

\_\_\_\_\_  
Ken Grey, City Manager  
CITY OF SELMA

DATED: \_\_\_\_\_

\_\_\_\_\_  
Jerry H. Mann, Counsel for  
MERCHANTS BOND COMPANY

DATED: \_\_\_\_\_

\_\_\_\_\_  
Bill Nelson, President  
BILL NELSON GENERAL  
ENGINEERING CO.

**(Please Attach Notary Form)**

4826-4114-7700, v. 1

{00366744.DOC;2}7

## **ARRANTS STREET STORM DRAIN REPAIR PROJECT**

## **SECTION 1**

## **INSTRUCTIONS TO THE CONTRACTOR**

### **1.01 BIDDER'S QUALIFICATIONS**

The contractor need not be a licensed contractor in accordance with the provisions of Chapter 9, Division III of the Business and Professions Code. However, no award will be made to a contractor who is not licensed. Any unlicensed contractor will be required to obtain the appropriate State license prior to the scheduled time of award. Failure to do so may result in rejection of the bid. A Class "A" Contractor's License is required for this project, and Contractor shall complete the Statement of Licensure on Page 40.

### **1.02 EXAMINATION OF CONDITIONS, DRAWINGS, ETC.**

The contractor is required to examine carefully and judge for themselves as to the nature of the proposed work, the nature of the excavation to be made, and the work to be done. The drawings for the work will show conditions as they are supposed or believed to exist, but it is neither intended nor to be inferred that the conditions as shown thereon constitute a representation by the City or its officers that the conditions actually exist, nor shall the City or any of its officers or representatives be liable for any loss sustained by the Contractor as a result of any variance between conditions as shown on the Drawings and the actual conditions as revealed during the progress of the work or otherwise.

The Contractor's attention is directed to the possible existence of pole lines, pipelines, building structures, railroads, and other private or public improvements which may be within the limits of the work or adjacent thereto and may or may not be shown on the drawings.

### **1.03 CONTRACT BONDS**

The contractor, simultaneously with the execution of the Contract, will be required to furnish a Labor and Materials Bond in an amount equal to one hundred per cent (100%) of the contract amount and a Faithful Performance Bond in an amount equal to one hundred per cent (100%) of the contract amount, satisfactory to the City. All bonds shall be on the form prescribed by the City, NOT on a bonding company's standard form. Surety companies, to be accepted by the City, must be authorized to do business in the State of California, and must be sufficient as set forth in the California Code of Civil Procedure.

### **1.04 LIABILITY INSURANCE**

The provisions for liability insurance shall be the same as those set forth in Section 7-1.12, "Responsibility for Damage," of the Standard Specifications. The policy shall provide the following limits:

A. Contractor shall have insurance in the following amounts:

- i. Commercial general liability insurance with at least One Million Dollars (\$1,000,000) combined single limit coverage per occurrence for bodily injury and property damage; or, if a general aggregate limit is applicable, either: (a) the general aggregate limit shall specifically apply to the project identified in the

bid specifications or to the location of such project which is the subject of these bid specifications with the coverage to be no less than One Million Dollars (\$1,000,000), or (b) the general aggregate shall be at least Two Million Dollars (\$2,000,000) combined single limit coverage per occurrence for bodily injury and property damage; and

ii. Automobile liability insurance of One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage; and

iii. Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended.

- B. Each and every insurance policy required above shall name the City as an additional insured under the policy by a valid endorsement and the company providing insurance must provide at least thirty (30) calendar days written notice of cancellation or termination, if such cancellation or termination of the policy is to occur prior to the indicated expiration date on the face of the certificate. Insurance coverage must be provided by a Best's A rated, Class V carrier, admitted in California, and shall be in the form satisfactory to the City Attorney. Insurance companies that are not admitted in California must be on the list of approved Non-Admitted Insurers Able to Write in the State of California and must additionally provide service of suit endorsement satisfactory to the City Attorney. Failure to comply with insurance requirement under this Agreement shall be a material breach of the Agreement.

## **1.05 COMMENCEMENT AND COMPLETION OF THE WORK**

The work shall commence on July 25, 2016, and shall be diligently prosecuted until completion. A time limit of sixty (60) calendar days from this date for the completion of this work.

## **1.06 ENCROACHMENT PERMIT**

Prior to beginning work, the Contractor shall obtain a no-fee Encroachment Permit from the office of the Public Works Department. Contractor shall adhere to all requirements and provisions of said Encroachment Permit as though fully set forth herein.

## **1.18 WORK TO BE DONE**

The work to be done consists of furnishing all labor, materials, tools and equipment necessary for or incident to the construction and completion of the:

### **ARRANTS STREET STORM DRAIN REPAIR PROJECT**

All work, during its progress and upon completion, shall conform to the lines, elevations and grades as shown on said plans. The Contractor shall complete the proposed work in every detail as specified. Should any detail or details be omitted from the Plans and Specifications which are essential to its intended completeness, then it shall be the responsibility of the Contractor to furnish and install such detail so that upon completion of the proposed work, the work will be acceptable and ready for use.

The contract specifications do not propose to show all details of the work, they are intended to show the character and extent of the performance desired under this contract.

## **1.07 UNDERGROUND UTILITIES**

As provided in Section 4216 of the California Government Code, at least 2 working days prior to commencing any excavation, the Contractor shall contract the regional notification center (Underground Service Alert of Southern California) and obtain an inquiry identification number. The Contractor shall verify the location and depth of all utilities, including service connections, which have been marked by the respective owners and which may affect or be affected by its operations. The following persons shall be notified forty-eight (48) hours prior to beginning excavation operations.

- A. Underground Gas and Electric; Telephone and Cable Televisions; City Water Lines, Sewer Line and Electrical Underground Service Alert (800) 642-2444.
- B. Cable Locating Service (800) 642-2444.

The Contractor shall notify California Water Service, 2042 Second Street, Selma, CA 93662, Phone # (559) 896-4546 a minimum of 48 hours prior to beginning construction to coordinate replacement of water valve casings and covers by California Water Service Forces during construction.

## **1.08 COMPACTION TESTS**

All initial compaction testing shall be performed under the direction of the Engineer, and at no expense to the Contractor. All retesting shall be performed under the direction of the Engineer, and the cost of all retesting shall be at the Contractors expense.

## **1.09 INSPECTION**

A City inspector is required to be on the jobsite at all times work is in progress. Inspection will be required for but not limited to the following type of work: trenching, special or sand bedding laying pipe, any welding, backfill and compaction, and pavement replacement. Full time construction observation is to be completed by city staff at the expense of the contractor throughout the duration of construction.

## **1.10 GUARANTEES**

The Contractor shall guarantee all parts of the work against defective materials or workmanship furnished by the Contractor for a period of one (1) year from the date of acceptance by the City.

## **1.11 GENERAL PROVISIONS**

The general provisions shall be in accordance with Part 1 of the Standard Specifications, except as modified herein.

## **1.12 STANDARD SPECIFICATIONS**

"Standard Specifications" as used herein, unless specified otherwise, refers to the Standard Specifications of the State of California, Department of Transportation, dated 2006, insofar as the same may apply and in accordance with the following interpretations. Whenever the following terms are used in the Standard Specifications, they shall be understood to mean the following: "Department of Public Works" or "Department of Transportation" means the City of Selma Public Works Department, "State" means City of Selma, "Engineer" means the City Engineer.

In case of conflict between the Standard Specifications and these Specifications, the Specifications shall prevail over and be used in lieu of the Standard Specifications.

## **1.13 INDEMNITY**

The Contractor will hold harmless, defend and indemnify to the fullest extent allowed by law, the City; the Engineer; their consultants; and each of their officers, officials, employees, and agents from any and all liability claims, losses or damage, including costs and attorney's fees, arising or alleged to have arisen from the performance of the Work described herein, whether such liability arises from the act or omission of the Contractor, any subcontractor, or third party acting for or on behalf of Contractor or any subcontractor or from any other cause, except for any such liability, claim, loss or damage caused by the sole negligence of the City, its officers, officials, employees or agents.

#### **1.14 PUBLIC NOTICE OF STARTING CONSTRUCTION WORK**

Prior to start of construction, the Contractor shall provide and distribute to all occupants along the street printed notices, 8-1/2" by 11" in size, with wording similar to that shown on Page 17.

#### **1.15 PAYMENT TO CONTRACTOR**

The Contractor shall submit to the Engineer within fifteen (15) calendar days after award of the contract a detailed schedule to be used only as a basis for determining progress payments on a lump sum contract or any designated lump sum bid item. This schedule should equal in total the lump sum bid and shall be in such form and sufficiently detailed as to satisfy the Engineer that it correctly represents a reasonable apportionment of the lump sum.

On or before the 25<sup>th</sup> day of each month and after written approval of the Engineer, there shall be paid to the Contractor a sum equal to 95 percent of the work performed up to the last day of the previous month less the aggregate of previous payments. The monthly payments shall be made only on the basis of monthly estimates which shall be prepared by the Contractor on a form approved by the Engineer and filed with the Engineer before the 28<sup>th</sup> day of the month for which the payment is to be made.

Work completed as estimated shall be an estimate only and inaccuracy or error in said estimate shall not operate to release the Contractor or any bondsman from damages arising from such work or from enforcing each and every provision of the contract, and the City shall have the right subsequently to correct any error made in any estimate for payment. The Contractor shall not be entitled to have any payment made for work performed so long as any lawful or proper direction concerning any portion of the work given by the City Engineer has not been complied with.

In addition to the amount which the City may retain under the above paragraph, the City may withhold a sufficient amount or amounts of any payment or payments otherwise due to the Contractor as in its judgment may be necessary to cover:

- A. Payments which may be past due and payable for just claims against the Contractor or any subcontractor for labor or materials furnished in or about the performance of work on the project under the contract.
- B. For defective work not remedied.
- C. For failure of the Contractor to make proper payment to any of his subcontractors.

The City may apply such withheld amount or amounts to the payment of such claims in its discretion. In so doing, the City shall be deemed the agent of the Contractor and any payment so made by the City shall be considered as a payment made under the contract by the City to the Contractor, and the City shall not be liable to the Contractor for any payment made in good faith. Such payment may be made without prior judicial determination of the claim or claims. The City will render to the Contractor a proper accounting of such funds disbursed on behalf of the Contractor.

At the expiration of thirty-five (35) calendar days from the date of acceptance of the work by the Engineer, the amount deducted from the final estimate and retained by the City will be paid to the Contractor except such amounts as are required by law or as are authorized by the contract to be further retained.

#### **1.16 PERFORMANCE RETENTION, PROVISION FOR SUBSTITUTION OF SECURITIES**

In accordance with the California Government Code, Chapter 13, Section 4590, the Contractor will be allowed to substitute securities for any moneys withheld by the City to ensure performance under this contract.

#### **1.17 ACCEPTANCE OF FINAL PAYMENT**

The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and still unsettled.

#### **1.18 AS-BUILT PLANS**

The Contractor shall keep up to date record drawings of this project through the course of the project. The City Inspector shall approve these record drawings periodically, and the release of progress payments may be delayed if the record drawings are not kept up to date. After the project has been finalized in the field by the City Inspector, the Contractor shall supply a single clean set of accurate (as-built) plans to the City Field Engineer. Failure to submit as-builts will delay the Final Notice of Completion and final payment.

#### **1.19 CONSTRUCTION STAKING**

The City shall provide construction staking as necessary to complete all items of work as shown on the Plans and Specifications. Initial construction staking shall be provided at the expense of the City. Any required re-staking shall be paid for by the Contractor.

The Contractor shall provide the City with a completed "Construction Staking Request Form" for each item of work where stakes are required. Forms shall be faxed to the City of Selma at (559) 896-1068 and Gateway Engineering at (559) 320-0345 a minimum of four (4) working days prior to the Contractor's planned use of the requested construction stakes.

**NOTICE**

**TO THE PEOPLE ON THIS STREET:**

WITHIN THE NEXT FEW DAYS, WORK WILL BE STARTED ON THE FOLLOWING PROJECT:

**ARRANTS STREET STORM DRAIN REPAIR PROJECT**

The work may cause some inconvenience, but will be of permanent benefit.

We shall appreciate your cooperation in the following matters:

1. Please be alert when driving or walking in the construction area.
2. Tools, materials and equipment are attractive to children. For the safety of the children, please keep them away.
3. Please report all inconvenience to the Foreman on the job, or to the City of Selma Public Works Department, at 891-2215. The name and phone number of the contractor is given below.

This work is being performed for the City of Selma by:

We will endeavor to complete this work as rapidly as possible and with a minimum of inconvenience to you.

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(Signed)

**SECTION 2**  
**PROPOSAL**  
**ARRANTS STREET STORM DRAIN REPAIR PROJECT**

PROPOSAL  
TO THE  
CITY OF SELMA

FRESNO COUNTY, CALIFORNIA

FOR

**ARRANTS STREET STORM DRAIN REPAIR PROJECT**

PROPOSAL OF \_\_\_\_\_  
(hereinafter called "Contractor") organized and existing under the laws of the State of California, doing Business as \_\_\_\_\_\*.

\*Insert "a corporation", "a partnership", or "an individual" as applicable.

TO: The City of Selma (hereinafter called "OWNER")

The undersigned, as contractor, declares that he has carefully examined the location of the proposed work, that he has thoroughly examined all the Contract Documents and Drawings, and that this proposal is made without collusion with any other person, firm or corporation, and that all laws and ordinances relating to the interest of public officers in the contract have been complied with in every respect; AND he proposes and agrees, if this proposal is accepted, that he will contract with OWNER in the form of contract contained herein to provide all necessary machinery, tools, equipment and other means of construction, and to furnish all materials and provide superintendence, overhead expenses and all labor and expenses of whatever nature to construct the work in accordance with the Drawings and the detailed Specifications and other contract provisions contained herein or reasonably implied thereby, or as necessary to complete the work in the manner and within the time named herein and according to the requirements and to the reasonable satisfaction of ENGINEER, and to indemnify OWNER against any loss or damage arising from any act of the undersigned as Contractor and that he will take as full payment therefore the sum stated below.

Contractor hereby agrees to commence work under this contract on or before the date specified in the written "Notice to Proceed" from OWNER, and to fully complete the project within the time allotted in the Specifications. Contractor further agrees to pay liquidated damages for each calendar day of delay in the completion of the project as provided in the Specifications.

The undersigned understands that the quantities given are approximate only, being given as a basis for the comparison of bids, and OWNER does not, expressly or by implication, warrant that the given quantities of work will be performed but reserves the right to increase or decrease the amounts of any portion of the work, or to omit portions of the work as may be deemed necessary or advisable by ENGINEER, without claim for damage or loss of anticipated profit and that payment will be made only on the basis of the actual quantities of work performed.

This proposal consists of the following:

- a. Bid form showing unit prices and the amount bid for each item of work.
- b. Guarantee.

**BID FORM**

**ARRANTS STREET STORM DRAIN REPAIR PROJECT**

<b><u>ITEM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>UNIT</u></b>	<b><u>QUANTITY</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>TOTAL PRICE</u></b>
1	Arrants Street Repair	LS	1	\$550,000	\$550,000

**TOTAL AMOUNT OF BID = \$550,000**

**ADD ALTERNATE #1**

(TO BE AWARDED AT THE DISCRETION OF THE CITY)

<b><u>ITEM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>UNIT</u></b>	<b><u>QUANTITY</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>TOTAL PRICE</u></b>
1	Arrants St. Additional Repair	LF	\$491.00		

**TOTAL AMOUNT OF BID \$ \_\_\_\_\_**

## **ABBREVIATIONS USED IN ENGINEER'S ESTIMATE**

CF – Cubic Foot  
CY – Cubic Yard  
EA – Each  
LB(S) – Pounds  
LF – Linear Foot  
LS – Lump Sum  
SF – Square Foot  
SY – Square Yard  
TON – Ton

Bids are required for the entire work. Bids will be compared on the basis indicated in the Notice to Contractors. The total of unit basis items will be determined by extension of the item price bid on the basis of the estimated quantity set forth for the item.

The contractor shall set forth for each item of work, in clearly legible figures, an item price and total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

In case of discrepancy between the item price and the total set forth for the item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

- (1) As to lump sum items, the amount set forth in the "Total" column shall be the item price.
- (2) As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and price thus obtained shall be the item price.

If this proposal shall be accepted and the undersigned shall fail to contract, as aforesaid, and to give the two bonds in the sums to be determined as aforesaid, with surety satisfactory to the Owner, within eight (8) days not including Saturdays, Sundays, and legal holidays, after the contractor has received notice of awards of the contract, the Owner, at its option, may determine that the contractor has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the Owner.

## LIST OF SUBCONTRACTORS AND MATERIAL DEALERS

If any portion of the work, equal to or greater than one-half of one percent of the total contract price, is to be accomplished by persons or companies other than the CONTRACTOR, these persons or companies will be considered as sub-contractors and their names and addresses must be listed hereon and submitted with the bid. All work not listed below shall be performed by the CONTRACTOR.

Subcontractors (Attach additional sheet, if necessary)

Name of Firm + License Number

Work to be Performed


Material Manufacturers

The contractor shall indicate the material to be furnished and the name of each manufacturer for all materials on the project. Failure to comply with this requirement may render the proposal informal and may cause its rejection. Only one manufacturer shall be listed for each material. Awarding of the contract does not imply approval of the manufacturers listed by the contractor.

Manufacturer

Equipment or Material to be Supplied


(Attach additional sheet, if necessary)

## GUARANTY

This guaranty shall be executed by the contractor in accordance with instructions in the Specifications.

To the Owner:       City of Selma

Project:       **ARRANTS STREET STORM DRAIN REPAIR PROJECT**

The undersigned guarantees the construction and installation of the following work included in this project:

Should any of the above materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the Plans and Specifications, due to any of the above causes, all within twelve (12) months after the date on which this contract is accepted by the OWNER, the undersigned agrees to reimburse the OWNER, upon demand, for its expenses, including reasonable attorney's fees or fees paid to consultants, and expenses incurred in restoring said work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the OWNER, to replace any such material and to repair said work completely without cost to the OWNER so that said work will function successfully as originally contemplated.

The OWNER shall have the unqualified option to make any needed replacement or repairs itself or to have such replacement or repairs done by the undersigned. In the event the OWNER elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the OWNER. If the undersigned shall fail or refuse to comply with his obligations under this guaranty, the OWNER shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of the said failure or refusal.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Contractor

Date: \_\_\_\_\_

WE, the undersigned, further agree if this proposal shall be accepted by the OWNER to sign the contract and to furnish the required bonds with satisfactory surety or sureties, and if the undersigned shall fail to contract as aforesaid, it shall be understood that he has abandoned the contract and, therefore, this proposal shall be null and void and our certified check or bond shall be forfeited to and become the property of OWNER.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

Signature of contractor or contractors with business address and phone number:

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NOTICE: In case of a corporation, give below the names and addresses of the President, Secretary, Treasurer and Manager:

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**SECTION 3**  
**CONSTRUCTION AGREEMENT AND BONDS**

## **AGREEMENT**

THIS AGREEMENT, made at the City of Selma in Fresno County, California, by and between \_\_\_\_\_, hereinafter called the CONTRACTOR, and City of Selma, hereinafter referred to as OWNER;

WITNESSETH: That the CONTRACTOR and the OWNER, for the consideration hereinafter named, agree as follows:

ARTICLE I: The CONTRACTOR agrees to furnish all labor and materials, including tools, implements and appliances required, but excluding such materials as are mentioned in the Specifications to be furnished by the OWNER, and to perform all the work in a good and workman-like manner, free from any and all liens and claims of mechanics, materialmen, subcontractors, artisans, machinists, teamsters, draymen and laborers required for:

### **ARRANTS STREET STORM DRAIN REPAIR PROJECT**

City of Selma, County of Fresno,

The work to be done and referred to herein as in the City of Selma, Fresno County, State of California, and extends over land owned by the City, and shall include the work identified in the proposal.

The work is to be constructed in accordance with the Specifications and contract annexed hereto and also in conformance with the 2006 Standard Plans and Standard Specifications of the State of California, Business, Transportation and Housing Agency, Department of Transportation, and the City of Selma Standard Specifications for Public Works, SKF's Standard Specifications, Cal Water Standard Specifications all in strict compliance with the plans, drawings and specifications prepared therefor by the OWNER, and other contract documents relating thereto (the 'Work').

ARTICLE II. The construction documents ,the Specifications referred to above, the Plans and Drawings, the Instructions to the Contractor, the Proposal attached hereto, all Addenda and bulletins, the General Conditions and Technical Specifications, and any Supplementary Conditions and all materials included in and made available to CONTRACTOR by this notice inviting bids, in addition to this Agreement and all bonds, modification and addenda included in these documents are made a part hereof and are herein referred to as the "Contract Documents".

ARTICLE III. The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the Contract the sum of Five hundred and fifty thousand dollars (\$550,000). It is understood that said price is based upon the estimated quantities of materials to be used as set forth in the Proposal, except where provisions are made in the Contract Documents whereby the estimated quantities shall constitute the final quantity; that upon completion of the project, the final prices shall be revised by Change Order, if necessary, to reflect the true quantities used at the stated unit price thereof, as contained in the CONTRACTOR'S proposal attached hereto. Payments on account thereof will be made as set forth in the General Conditions.

ARTICLE IV. If the CONTRACTOR should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his subcontractors should persistently violate any of the provisions of the Contract, or if he should persistently or repeatedly refuse or should fail except in cases for which extension of time is provided to supply enough properly skilled workmen or proper materials, or if he should fail to make proper payment to his subcontractors or for material or labor, or persistently disregard laws, ordinances or instructions from the ENGINEER, then the OWNER may, upon certificate of the ENGINEER when sufficient cause exists to justify such action, serve written notice

upon the CONTRACTOR and his surety of its intention to terminate the Contract, and unless within five (5) calendar days after the service of such notice such violations shall cease and satisfactory arrangements for the correction thereof be made, the Contract shall, upon the expiration of said five (5) calendar days, cease and terminate.

In the event of any such termination, the OWNER shall immediately serve written notice thereof on the surety and the CONTRACTOR and the surety shall have the right to take over and perform the Contract, provided, however, that if the surety within ten (10) calendar days after the service upon it of notice of termination does not give the OWNER written notice of its intent to take over and perform the Contract, nor does not commence performance thereof within ten (10) calendar days stated above from the date of the serving of such notice, then the OWNER may take over the work and prosecute the same to completion by Contract or by any other method it may deem advisable for the account and at the expense of the CONTRACTOR and the CONTRACTOR and his surety shall be liable to the OWNER for any excess cost occasioned by the OWNER thereby, and in such event, the OWNER may, without liability for doing so, take possession of and utilize in completing the work such materials, appliances, plans and other properties belonging to the CONTRACTOR, as may be on site of the work and necessary therefor. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price shall exceed the expenses for finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the CONTRACTOR. If such expenses shall exceed such unpaid balance, the CONTRACTOR shall pay such difference to the OWNER. The expense incurred by the OWNER, as herein provided and damage incurred through the CONTRACTOR'S default, shall be certified by the ENGINEER.

ARTICLE V. With respect to any work required to be done under this Contract, the CONTRACTOR will indemnify and hold harmless the City of Selma, the County of Fresno, the ENGINEER, the State of California, and all other participating public agencies, whether or not such agencies are named herein, who have jurisdiction within the areas in which the work is to be performed, and all officers and employees of the OWNER, the County, the ENGINEER, the State, the State of California, and all other participating public agencies, against any and all claims, demands, causes of action, damages (including damages to OWNER'S property or property of participating agencies), costs or liabilities (including costs or liabilities of the OWNER or the participating public agencies with respect to its employees), in law or in equity of every kind and nature whatsoever, directly or proximately resulting from or caused by the performance of this Contract, whether such performance by the CONTRACTOR, his Subcontractor, or anyone directly or indirectly employed by him; and the Contractor shall, at his sole risk and expense, defend any and all suits, actions, or their legal proceedings which may be brought or instituted by third persons against the OWNER, the participating agencies, their officers and employees in any such suit, legal action or other legal proceedings.

The CONTRACTOR shall furnish the OWNER with a Certificate of Insurance, in triplicate, indicating insurance coverage with respect to liability assumed by the CONTRACTOR under the provisions of this Article V, and shall further indicate insurance coverage with minimum limits as shown in either (a.) or (b.) as follows:

- |    |   |                              |                                |
|----|---|------------------------------|--------------------------------|
| a. | Bodily Injury Liability   | \$500,000<br>each person     | \$1,000,000<br>each occurrence |
|    | Property Damage Liability   | \$250,000<br>each occurrence | \$500,000<br>aggregate         |
| b. | A single limit for Bodily Injury Liability and Property Damage Liability combined of: |                              |                                |
|    |   | \$500,000<br>each occurrence | \$1,000,000<br>aggregate       |

CONTRACTOR'S Property Damage Liability insurance shall include coverage for property damage caused by blasting, collapse, structural injuries or damage to underground utilities. The policy shall not contain the so-called "x", "c", or "u" exclusions.

The Certificate of Insurance shall further provide that thirty (30) working days notice of cancellation or reduction in coverage shall be given OWNER.

Additional Insurance Endorsement to the CONTRACTOR'S liability insurance policy naming the OWNER, the ENGINEER, the State of California, and all other participating public agencies (if applicable) and all officers and employees of the above, shall also be furnished in triplicate.

ARTICLE VI. CONTRACTOR represents that he has secured the payment of Worker's Compensation in compliance with the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with the provisions of said code. CONTRACTOR shall supply the OWNER with Certificates of Insurance in triplicate, evidencing that Worker's Compensation Insurance is in effect and providing that the OWNER will receive thirty (30) working day's notice of cancellation. If Contractor self-insures Worker's Compensation, Certificate of Consent to Self-Insure should be provided to the OWNER.

ARTICLE VII. The CONTRACTOR shall forward in triplicate Faithful Performance Bond in an amount equal to one hundred per cent (100%) of the Contract price and a Labor and Materials Bond in an amount equal to one hundred per cent (100%) of the Contract price, both bonds to be written by a surety company acceptable to the OWNER and in the form prescribed by law.

ARTICLE VIII. CONTRACTOR agrees to commence the work on July 25, 2016 and all work under this CONTRACT shall be completed within 60 calendar days. The Contract Time may only be changed by Change Order. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered by the party making the claim to the other party and to the Engineer promptly but in no event later than 30 days after the occurrence of the event giving rise to the claim and stating the general notice of claim. Notice of claim shall be accompanied by a statement that the adjustment claimed is at the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with requirements of this paragraph. All time limits stated in the Contract Documents are of the essence of this agreement. The Contract Time will be extended in an amount equal to the time lost due to delays beyond the control of CONTRACTOR, but only if a claim is made therefor as provided in this paragraph. Such delays shall include, but not be limited to acts of neglect by OWNER, or others performing additional work as provided for by this agreement, or by fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God. The provisions of this paragraph shall not exclude recovery for damages (including but not limited to fees and

charges of engineers, architects, attorneys and other professionals and court and arbitration costs) for delay by either party.

ARTICLE X. In case of a failure on the part of CONTRACTOR to complete the work or this contract within the Contract Time, on or before the completion date, the parties hereby agree and recite that the OWNER'S liquidated damages are equal to the amount of \$,1000 for each calendar day delay. Time is of the essence in the completion of this contract.

ARTICLE XI. The contract price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the contract price. The contract price may only be changed by a Change Order. Any claim for an increase or decrease in the contract price shall be based on written notice delivered by the party making the claim to the other party and to the Engineer promptly, but in no event later than 30 days, after the occurrence of the event giving rise to the claim. The claim shall be accompanied by the claimants written statement that the amount claimed covers all known amounts, direct, indirect and consequential, to which the claimant is entitled as a result of the occurrence of said event. No claim for an adjustment of the contract price will be valid if not submitted in accordance with this paragraph.

ARTICLE XII. Any alteration of the drawings, specifications, or any of the contract documents, including this agreement, shall not operate to release any surety from liability on any bond required hereunder, and the consent to make such alteration is hereby given, and any surety on said bonds hereby waives the provisions of § 2819 of the Civil Code.

ARTICLE XIII. The contract shall not be assigned or sublet in whole or in part, by either party, without the written consent of the other. The OWNER and the CONTRACTOR, for themselves, their heirs, successors, executors, administrators, agents, representatives and subcontractors, do hereby agree to the full performance of the terms, conditions, provisions and covenants herein contained.

ARTICLE XIV. If any legal action, including arbitration, necessary to enforce or interpret the terms of this agreement, is commenced or initiated, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the court or the arbitrator, as the case may be, either in the action or proceeding so commenced or instituted, or a separate action may be brought for that purpose in addition to any other relief to which either party may be entitled hereunder.

IN WITNESS WHEREOF, they have executed this Agreement this \_\_\_\_\_ day of  
\_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
(OWNER)

\_\_\_\_\_  
(CONTRACTOR)

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

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

Title: \_\_\_\_\_ Title: \_\_\_\_\_

**FAITHFUL PERFORMANCE BOND**  
**(100% OF CONTRACT PRICE)**

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned,  
\_\_\_\_\_ as Principal and;

WHEREAS, City of Selma, at its regular meeting of \_\_\_\_\_, 201\_\_, has  
awarded to Principal a contract for the **ARRANTS STREET STORM DRAIN REPAIR  
PROJECT**

in the City of Selma, and;

WHEREAS, said Principal is required under the terms of said contract to provide a bond for the faithful  
performance of said contract,

NOW THEREFORE, we the Principal and \_\_\_\_\_, as Surety,  
are firmly held and firmly bound unto the City of Selma as OWNER in the penal sum of  
\_\_\_\_\_, for the payment of which,  
well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,  
administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above-bonded Principal, his or its  
heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and  
will truly keep and perform the covenants, conditions and agreements in the said contract and any  
alteration thereof made as therein provided, on his or their part, to be kept and performed at the time  
of the contract and during a one-year warranty period and in the manner therein specified, and in all  
respects according to their true intent and meaning, and shall indemnify and save harmless the  
Obligee, its officers and agents, as therein stipulated, then this obligation shall become null and void;  
otherwise, it shall remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that the obligations of said  
Surety and its bond shall not be impaired or affected by any extension of time within which the  
OWNER may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and  
such of them as are corporations have caused their corporate seals to be hereto affixed and these  
presents to be signed by corporate officers, to four (4) identical counterparts, each of which shall for  
all purposes be deemed an original thereof, the day and year first set forth above.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Signed by

SURETY By: \_\_\_\_\_

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

**LABOR & MATERIAL BOND**  
(100% OF CONTRACT PRICE)

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned,  
\_\_\_\_\_, as Principal and;

WHEREAS, City of Selma, at its regular meeting of \_\_\_\_\_, 201\_\_\_\_, has  
awarded to Principal a contract for the **ARRANTS STREET STORM DRAIN REPAIR  
PROJECT**

, in the City of Selma, and;

WHEREAS, said Principal is required under the terms of said contract to provide a bond for  
the faithful performance of said contract,

NOW THEREFORE, we the Principal and \_\_\_\_\_, as  
Surety, are firmly held and firmly bound unto the City of Selma as OWNER in the penal sum  
of \_\_\_\_\_, for the payment  
of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs,  
executors, administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above-bonded Principal and  
all subcontractors to whom any portion of the work provided for in said contract is sublet, his  
or its heirs, executors, administrators, successors or assigns, shall promptly make payment  
for all labor performed and services rendered and materials furnished in the performance of  
the work provided for in said contract, then the above obligation shall be null and void;  
otherwise to remain in full force and virtue. PROVIDED, HOWEVER, that this bond is subject  
to the following conditions and limitations:

- a. All persons who have performed labor or rendered services or furnished materials as  
aforesaid shall have a direct right of action against the Principal and Surety on this  
Bond, which right of action shall be asserted in proceedings instituted in the state of  
which labor was performed or services rendered or materials furnished (or where labor  
has been performed or services rendered or materials furnished in more than one  
state, then in any such state.) Insofar as permitted by the laws of such state, such  
right of action shall be asserted in a proceeding instituted in the name of the obligee  
to the use and benefit of the person instituting such action and of all other persons  
having claims hereunder, and any other person having a claim hereunder shall have  
a right to be made a part of such proceedings (but not later than six (6) months and  
ninety (90) days after the complete performance of said contract and final settlement  
thereof) and to have such claim adjudicated in said action and judgment rendered  
thereon.
- b. The Surety shall not be liable hereunder for any damages recoverable under any  
worker's compensation or employer's liability statute.
- c. In no event shall the Surety be liable for a greater sum than the penalty of this bond,  
or subject to any suit, action, or proceeding thereon that is instituted later than nine  
(9) months after the complete performance of said contract and the final settlement  
thereof, and the alteration or addition to the terms of the contract, or to the work to be

performed thereunder or the Specifications accompanying the same shall in any way affect its obligations of this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or the work of the Specifications.

IN WITNESS WHEREOF the parties have executed this instrument under their several seals this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

**\*NOTE:** This form is not to be used where contractor's security is provided by deposit of cashier's check, cash, or certified check. If the Contractor's Bond form is used, the penal sum must be expressed as a dollar amount, not a percentage. If the penal sum is expressed as percentage rather than in dollars, Surety waives any and all claims it may have at law or in equity against City regarding the amount of this bond.

Two Witnesses (if individual)

.....  
.....  
.....

By: .....

Title: .....

ATTEST: (if corporation)

.....  
Title

Corporate Seal

.....  
Surety

By: .....

Title: .....

ATTEST:

.....  
.....  
Title

Corporate Seal

NOTE: Signature of those executing Surety must be properly acknowledged by a Notary Public.

**SECTION 4**  
**SUPPLEMENTARY CONDITIONS**

## **SUPPLEMENTARY CONDITIONS**

### **4.01 PRECEDENCE**

These Supplementary Conditions shall serve to amplify and clarify similar items discussed in the General Conditions. In case of discrepancy, the Supplementary Conditions shall take precedence over the General Conditions.

### **4.02 DEFINITIONS**

OWNER: THE CITY OF SELMA  
1710 Tucker Street  
Selma, CA 93662  
Telephone: (559) 891-2215

### **4.03 PROPOSAL REQUIREMENTS AND CONDITIONS**

A. Authority for the Work

Preparation of Plans and Specifications for the Work by Gateway Engineering, Inc. was authorized by the City of Selma.

B. Contract Drawings

The plans for the work are part of these contract documents and follow these Specifications.

C. Proposals

### **4.04 TIME FOR COMPLETION AND FORFEITURE DUE TO DELAY**

Construction shall commence on July 25, 2016 and shall be completed within sixty (60) calendar days. Time is of the essence in the performance of the Contract and it is imperative that work be completed as soon as possible so the City does not suffer real damage in the form of extra costs for engineering, construction review and administrative work during the period of time following the expiration of the original contract time and before the actual completion date.

It shall be expressly understood by the CONTRACTOR that such direct and indirect damage suffered by the CITY will be compensated for by withholding from the final payment to the CONTRACTOR. The amount of such withholding shall not exceed one thousand dollars (\$1000) per calendar day for each day beyond the original completion date that the work is not complete.

If the CONTRACTOR believes that it will be impossible to complete the Contract within the allotted time, then he should take into account the extra cost of one thousand dollars (\$1000.00) per calendar day for each day he believes will be required to complete the work and shall include that cost in the preparation of his/her bid.

#### **4.05 CONSTRUCTION REVIEW**

ENGINEER or his agent shall, at all times, have access to the work during construction and shall be furnished with every reasonable facility for acquiring full knowledge respecting the progress, workmanship and character of the materials used and employed in the work.

Whenever CONTRACTOR varies the period during which work is performed, he shall give due notice (at least 24 hours), to ENGINEER so that proper construction review may be provided. Any work done in the absence of ENGINEER will be subject to rejection.

The review of the work shall not relieve CONTRACTOR of any obligation to fulfill the Contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by ENGINEER and accepted or included in a progress payment estimate.

#### **4.06 CONTRACTOR'S RESPONSIBILITIES**

Until the formal acceptance of the work by the ENGINEER, CONTRACTOR shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or any other cause, whether arising from the execution or non-execution of the work. CONTRACTOR shall rebuild, repair, restore and make good on all injuries or damages to any portion of the work occasioned by any or all causes before final acceptance and shall bear the expenses thereof.

Where underground and surface structures are shown on the plans, the locations, depths and dimensions of such structures are believed to be reasonably correct but are not guaranteed. Such structures are shown for the information and convenience of CONTRACTOR, but such information so given shall not be construed as a representation that such structures will, in all cases, be found or encountered just where shown, or that they represent all the structures which may be encountered. It shall be the CONTRACTOR'S responsibility to locate and protect or remove all structures as required.

#### **4.07 SAFETY**

In accordance with generally accepted construction practices, CONTRACTOR shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the Work, and CONTRACTOR shall fully comply with all state, federal and other laws, rules, regulations and orders relating to safety of the public and workers.

The right of ENGINEER or OWNER'S Representative to conduct construction review or observation of CONTRACTOR'S performance will not include review of the adequacy of CONTRACTOR'S safety measures in, on, or near the construction site.

#### **4.08 REGIONAL NOTIFICATION CENTER CONTACT**

CONTRACTOR shall, except in an emergency as defined below, contact the appropriate regional notification center at least two full days prior to commencing any excavation if the excavation will be conducted in an area or on a private easement which is known, or reasonable should be known, to contain subsurface installation other than the underground facilities which may be owned or operated by OWNER, and obtain an inquiry identification number from that notification center. No excavation shall be commenced and carried out by CONTRACTOR unless such an inquiry number has been assigned to CONTRACTOR or any subcontractor of CONTRACTOR, and ENGINEER has been given the identification number by CONTRACTOR in writing.

Emergency shall be defined as a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of or damage to life, health, property or essential public services. Emergency includes such occurrences as riot, accident, or sabotage (Government Code Section 3216).

Subsurface installation means any underground pipeline, conduit, duct, wire, or other structure operated or maintained in or across a public street or public right-of-way (Government Code Section 4216).

#### **4.09 CONTRACTOR'S LIABILITY INSURANCE**

CONTRACTOR shall indemnify, save, keep and hold harmless OWNER, ENGINEER, FRESNO COUNTY and each of their respective officers, agents and employees against any and all claims, demands, causes of action, damages (including damages to City property), costs, or liabilities (including cost of liabilities of City employees), in law or equity, of every kind or nature whatsoever, directly or proximately caused by the performance of the contract, whether such performance is by CONTRACTOR, his subcontractor, or anyone directly or indirectly employed by him. CONTRACTOR shall, at his sole risk and expense, defend any and all suits, actions, or other legal proceedings which may be brought or instituted by third parties against OWNER, ENGINEER and each of their officers or employees on any such claim, demand, or cause of action, and CONTRACTOR shall pay and satisfy any judgment or decree which may be rendered against OWNER, ENGINEER and each of their officers or employees on any such claim, demand or other legal proceedings. OWNER will not be liable for any accident, loss, or damage to the work prior to its completion and acceptance.

CONTRACTOR shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in CONTRACTOR'S bid.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability, and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; and
2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability code 1 "any auto," and
3. Worker's Compensation as required by the Labor Code of the State of California and Employer's Liability Insurance.

B. Minimum Limits of Insurance

CONTRACTOR shall maintain limits no less than:

1. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury, personal injury and property damage.
3. Worker's Compensation and Employer's Liability: Worker's Compensation limits as required by the Labor Code of the State of California and Employer's Liability limits of \$1,000,000 per accident.

C. Deductibles and Self-Insured Retention's

Any deductibles or self-insured retention must be declared to and approved by the OWNER and ENGINEER. At the option of OWNER and ENGINEER: either the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects OWNER, ENGINEER and each of their officials and employees; or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Coverage

- a. OWNER, ENGINEER and each of their officials, employees and volunteers are to be covered as additionally insured as respects: liability arising out of activities performed by or on behalf of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to OWNER, ENGINEER, COUNTY OF FRESNO, HUD, and each of their officials, employees or volunteers.
- b. CONTRACTOR'S insurance coverage shall be primary insurance as respects OWNER, ENGINEER, and each of their officials, employees and volunteers. Any insurance or self-insurance maintained by OWNER, ENGINEER, and each of their officials, employees or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it.
- c. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to OWNER, ENGINEER, and each of their officials, employees or volunteers.
- d. Coverage shall state that CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Worker's Compensation and Employer's Liability Coverage

The insurer shall agree to waive all rights of subrogation against OWNER, ENGINEER, and each of their officials, employees and volunteers for losses arising from work performed by CONTRACTOR for OWNER.

3. All Coverage's

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, revoked, voided, canceled or reduced on coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to OWNER and ENGINEER.

E. Acceptability of Insurers

Insurance shall be placed with insurers with a Best's rating of no less than A-XIII.

F. Verification of Coverage

CONTRACTOR shall furnish OWNER with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by OWNER and are to be received and approved by ENGINEER and OWNER before work commences.

G. Subcontractors

CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

**4.10 ASSIGNMENT OF CONTRACT**

CONTRACTOR shall not assign this contract or any part thereof, without the approval of OWNER, nor without the consent of Surety unless said Surety has waived its rights to notification of assignment. All assignments of funds are subject to the prior lien for services rendered or materials supplied for the performance of the work called for in favor of all persons, firms, or corporations rendering such services or supplying materials.

**4.11 GUARANTEE**

CONTRACTOR shall guarantee the project against all damages due to faulty materials and workmanship provided or performed by CONTRACTOR. This guarantee shall remain in effect for a period of one (1) year following the date of final acceptance of the project by OWNER.

**4.12 RETENTION OF PAYMENTS AND/OR SUBSTITUTION OF SECURITIES**

A. Progressive Payments

Before the 28<sup>th</sup> day of each month, and not more than once a month, Contractor shall make an estimate in writing of the total amount of work done and the acceptable materials furnished and delivered by Contractor to the time of such estimate and the value thereof. Owner shall retain five percent (5%) of the estimated value of the work completed and five percent (5%) of the materials furnished and delivered unused as partial security of the completion of the Contract.

Payment to the Contractor will be made by the City no later than the 25<sup>th</sup> day of the month following submission of the Contractor's estimate.

B. Final Payment

Contractor shall, after the completion of the Contract, make a final estimate of the amount of work done thereunder, and the value of such work. The final Payment (the retained 5%) shall not be due and payable until the expiration of thirty-five (35) days from the date of the filing of the Notice of Completion.

C. Substitution of Securities

Notice is hereby given that for any moneys earned by CONTRACTOR and withheld by OWNER to insure performance of the contract, CONTRACTOR may, at his request and expense, substitute securities equivalent in the form and manner and subject to the conditions provided in Chapter 13 (commencing with Section 4590), Division 5, Title 1 of the Government Code of the State of California.

**4.13 PERSONAL LIABILITY**

No director, officer, employee or agent of OWNER, ENGINEER or their consultants, shall be personally responsible for any liability arising under or by virtue of the contract.

**4.14 OTHER BASIC REQUIREMENTS**

All work embraced herein shall be accomplished in accordance with the applicable portions of the State of California, Department of Transportation (CALTRANS) Standard Specifications and Standard Plans (current edition), except as modified by the Bid Conditions, the General Conditions, these Supplementary Conditions, the Specifications, City Standards, S.K.F.C.S.D. Standards for Design and Construction of Sanitary Sewers, California Water Service Standards, and the project plans.

Whenever reference is made to a standard, code, specification or test, it shall mean the latest revision of such standard, code, specification or test adopted by the initial issuing agency or organization and in effect 30 days prior to the start date.

**4.15 TRADE NAMES AND ALTERNATIVES**

Wherever and article, or any class of materials, is specified by the trade name or by the name of any particular patentee, manufacturer or dealer, it shall be taken as intending to mean and specify the article of material described or any other equal thereto in quality, finish and durability, and equally as serviceable for the purpose for which it is or they are intended. The intent of the Plans and Specifications is to specify high grade standard equipment, and it is not the intent of these Plans and Specifications to exclude or omit the products of any responsible manufacturer, if such product are equal in every respect to those mentioned herein.

**4.16 DELAY CLAIMS**

CONTRACTOR must give "Written Notice" of Delay Claim within 5 days of event or occurrence giving rise to the Delay Claim, or CONTRACTOR waives its Delay Claim.

For purposes of this Contract, Delay Claim shall be defined by the following:

A written demand by CONTRACTOR seeking time or compensation, or both, for delays to the Project; such claim must include documents supporting said Delay Claim, including, but not limited to, evidence of all the facts supporting alleged claim and current schedule showing impact of event or occurrence on Critical Path.

The CONTRACTOR understands and agrees that CONTRACTOR cannot file a Delay Claim unless event or occurrence delays completion of the Project beyond the contractual completion date.

The CONTRACTOR understands and agrees that CONTRACTOR cannot file a Delay Claim unless delay is to Critical Activity while said Critical Activity is on the Critical Path.

#### **4.17 CERTIFICATION OF ALL CLAIMS**

The following certification shall be submitted, signed and dated by Prime Contractor, along with all other required documentation, on all claims submitted to the OWNER:

I, \_\_\_\_\_, being the \_\_\_\_\_ (must be an officer) of \_\_\_\_\_ (General Contractor), declare under penalty of perjury under the laws of the State of California, and do personally certify and attest that: I have thoroughly reviewed the attached claim for additional compensation and/or extension of time, and know its contents, and said claim is made in good faith; the supporting data is truthful and accurate; that the amount requested accurately reflects the contract adjustment for which the CONTRACTOR believes the OWNER is liable; and, further, that I am familiar with California Penal Code Section 72 and California Government Code Section 12560, et seq., pertaining to false claims, and further know and understand that submission or certification of a false claim may lead to fines, imprisonment, and/or other severe legal consequences.

Submission of a claim, properly certified, with all required supporting documentation, and written rejection or denial of all or part of the claim by the OWNER, is a condition precedent to any action, proceeding, litigation, suit, or demand for arbitration by CONTRACTOR.

**SECTION 5**  
**TECHNICAL SPECIFICATIONS**

## **TECHNICAL SPECIFICATIONS**

### **5.01 SCOPE OF WORK**

This project consists of construction, within the City right of way, as follows:

#### **ARRANTS STREET STORM DRAIN REPAIR PROJECT**

Contractor to excavate to the spring line of all storm drain pipe lines (including laterals) within Arrants Street from Wright Street to McCall, recompact trench and resurface.

The improvements will include trenching, pumping sand slurry, re-compacting, and trench resurfacing. All work shall be in accordance with City of Selma Standard Specifications For Public Works, 1981. The work is more specifically delineated by the plans, and the specifications described in these Special Provisions. The project is located in the City of Selma, County of Fresno, and State of California.

### **5.02 WORK INCLUDED**

This project consists of construction within the City right of way, as follows:,, but is not necessarily limited to all work shown on City of Selma plans for the ARRANTS STREET STORM DRAIN REPAIR PROJECT, these Specifications listed under Part 2, all drawings, plans, and specifications referenced elsewhere in these Specifications, as well as all work necessary or related to this project, as required to fulfill the intent of the Plans and Specifications for this project.

It is the intent of Specifications to completely construct the various items of work as required to provide a finished and completed project to the highest standards of the industry consistent with these Plans and Specifications. All such work as shown and in compliance with the Plans and Specifications, shall be included under the bid item. Any and all items of work not specifically listed or defined, but required to complete the project and fulfill the intent of the Plans and Specifications shall be included under Clearing and Grubbing.

No additional or separate payment will be made for work incidental or related to the bid items. All reference to contract measurement and payment shall be as shown under these Specifications as they supersede all other references.

The work includes all necessary clearing, grubbing, removals, pulverization, excavation, grading, roadway preparation, roadway construction, preservation, maintenance and/or restoration of all existing facilities, signs, structures, etc., which are to remain in service; matching and meeting of existing grades; miscellaneous concrete work and utility box/manhole adjustment, and all incidental work related to the project.

### 5.03 SPECIFICATIONS AND DRAWINGS FOR WORK

All work shall comply and conform with the contract documents and specifications, these Specifications, City Standards and Drawings and the Standard Specifications, and the following drawings:

- A. Construction Plans for ARRANTS STREET STORM DRAIN REPAIR PROJECT
- B. City of Selma Standard Specifications (as last revised)
- C. City of Selma Standard Drawings (as last revised)
- D. 2006 CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD PLANS.
- E. 2006 CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS.
- F. SKF Standard Specifications
- G. Cal Water Standard Specifications

Standard Specifications refer to the Standard Specifications of the State of California, Department of Transportation, dated July 2006, insofar as the same may apply and in accordance with the following interpretations.

Whenever the following terms are used in the Standard Specifications, they shall be understood to mean the following:

"Department of Public Works" or "Department of Transportation" means the City of Selma, Department of Public Works. "State" means the City of Selma, California.

"Engineer" means the City Engineer, either acting directly or through his authorized agents, such agents acting within the scope of the particular duties assigned to them.

In case of conflict between the Standard Specifications and these Specifications, the most stringent shall prevail over and be used in lieu of the Standard Specifications.

### 5.04 SCHEDULING AND TIME FOR COMPLETION

The Contractor shall submit a written tentative schedule of work to the ENGINEER at the time of the pre-construction meeting. The final schedule of work shall be submitted not later than three (3) working days after the pre-construction meeting.

A "**Notice to Proceed**" shall not be issued by the OWNER until the written final schedule has been received and accepted by the ENGINEER. Scheduled completion shall be the same as the contractual completion date on both the tentative and final

schedule submitted by the CONTRACTOR. The OWNER may reject the CONTRACTOR'S schedule whenever the scheduled completion date is different from the contractual completion date.

No changes to the scheduled critical path shall be made without the OWNER'S written consent. "Float" in critical path belongs to both OWNER and CONTRACTOR.

Time of completion of this project shall be sixty (60) calendar days from the date of written notice to commence work, said notice being posted by the City Engineer.

#### **5.05 PRE-CONSTRUCTION MEETING**

A pre-construction meeting shall be held at the City of Selma Engineering Department after the award and execution of the contract and prior to the issuance of the Notice to Proceed. The contractor's representative at this meeting shall include all major superintendents for the work and may include subcontractors. The contractor shall be prepared to provide or discuss the following information:

- A. Scope of work.
- B. Project schedule and production rates.
- C. Contract drawings and specifications.
- D. Subcontractors.
- E. Survey requirements.
- F. Materials to be ordered and delivery schedule.
- G. Local phone numbers for supervisory personnel.
- H. All other essential matters pertaining to the prosecution of and the satisfactory completion of the project as required.

#### **5.06 PROJECT APPEARANCE**

The Contractor shall maintain a neat appearance of the project site. In any area visible to the public, the following shall apply:

- When practicable, broken concrete and debris shall be disposed of concurrently with its removal. If stockpiling is necessary, the material shall be removed or disposed of weekly.
- The Contractor shall furnish trash bins for all debris from structure construction. All debris shall be placed in trash bins daily. Forms of falsework that are to be re-used shall be stacked neatly concurrently with their removal. Forms and falsework that are not to be re-used shall be disposed of concurrently with their removal.

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

## **5.07 INSPECTION**

Attention is directed to Section 5-1.08, "Inspection" of the Standard Specifications and these Specifications. Payment for inspection overtime, time beyond a normal eight-hour work day, Saturdays, Sundays or Union observed holidays will be deducted from the Contractor's payment at the rate of Ninety Dollars (\$90.00) per hour.

## **5.08 SOUND CONTROL REQUIREMENTS**

Sound Control shall conform to the provisions in Section 7-1.01I, "Sound Control Requirements" of the Standard Specifications and these Specifications.

Construction equipment shall not be operated nor shall engines of such equipment be allowed to run between the hours of 7:00 p.m. and 7:00 a.m., or on Sundays, except that within the limits of the project and subject to control of the Engineer, equipment may be operated during the restricted hours to:

- A. Service traffic control facilities.
- B. Service construction equipment.
- C. Perform that work which the contract specifies be done during restricted hours.

Minor deviations from this Section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if in the opinion of the Engineer, the work will be expedited and sound levels resulting from such work will not cause adverse public reaction.

The requirements of this Section in no way relieves the Contractor from responsibility for complying with local ordinances regulating noise level outside the limits of the State right of way.

Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers transient equipment that may or may not be owned by the contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

## **5.09 PAYMENT**

Attention is directed to Section 9-1.06, "Partial Payments," and 9-1.07, "Payment After Acceptance," of the Standard Specifications and these Specifications. No partial payment will be made for any materials on hand, which are furnished but not incorporated in the work.

The Contractor shall submit to the Engineer within 15 (fifteen) days after award of the contract a detailed schedule to be used only as a basis for estimating future progress payments on a lump sum contract or any designated lump sum bid item. This

schedule should equal in total the lump sum bid and shall be in such form and sufficiently detailed as to satisfy the Engineer that it correctly represents a reasonable apportionment of the lump sum. The portion of each progress payment to be paid for said lump sum item(s) shall be based upon the actual proportion constructed during the pay period, as determined by the Engineer.

On or before the 25th day of each month and after written approval of the Engineer, there shall be paid to the Contractor a sum equal to 90 percent of the work performed up to the last day of the previous month less the aggregate of previous payments. The monthly payments shall be made only on the basis of monthly estimates which shall be prepared by the Contractor on a form approved by the Engineer and filed with the Engineer before the 28th day of the month for which the payment is to be made.

Work completed as estimated shall be an estimate only and inaccuracy or error in said estimate shall not operate to release the Contractor or any bondsman from damages arising from such work or from enforcing each and every provision of the contract, and the City shall have the right subsequently to correct any error made in any estimate for payment. The Contractor shall not be entitled to have any payment made for work performed so long as any lawful or proper direction concerning the work or any portion thereof given by the City or the Engineer shall remain uncomplied with.

In addition to the amount which the City may retain under the above paragraph, the City may withhold a sufficient amount or amounts of any payment or payments otherwise due to the Contractor as in its judgment may be necessary to cover:

- A. Payments which may be past due and payable for just claims against the Contractor or any subcontractor for labor or materials furnished in or about the performance of work on the project under the contract.
- B. For defective work not remedied.
- C. For failure of the Contractor to make proper payment to any of his/her subcontractors.

The City may apply such withheld amount or amounts to the payment of such claims in its discretion. In so doing, the City shall be deemed the agent of the Contractor and any payment so made by the City shall be considered as a payment made under the contract by the City to the Contractor, and the City shall not be liable to the Contractor for any payment made in good faith. Such payment may be made without prior judicial determination of the claim or claims. The City will render to the Contractor a proper accounting of such funds disbursed on behalf of the Contractor.

At the expiration of 35 days from the date of acceptance of the work by the Engineer and after filing a Notice of Completion, the amount deducted from the final estimate and retained by the City will be paid to the Contractor except such amounts as are required by law or as are authorized by the contract to be further retained.

#### **5.10 AS-BUILT DRAWINGS**

The Contractor shall keep up to date record drawings of this project through the course of the project. The City Inspector shall approve these record drawings periodically,

and the release of progress payments may be delayed if the record drawings are not kept up to date. After the project has been finalized in the field by the City Inspector, the Contractor shall supply a single clean set of accurate (as-built) plans to the City Engineer. Failure to submit these as-builts will delay the Final Notice of Completion and final payment.

#### **5.11 MOBILIZATION**

##### Description

This item shall include all preparatory work and operations as outlined in the California Department of Transportation Standard Specification, Section 11, Mobilization.

##### Measurement

Measurement of Mobilization shall be the total and entire performance of all work of the Contract Documents required to complete this item of work in accordance with the Plans and Specifications.

##### Payment

Payment for Bid Item - Mobilization will be at the contract lump sum price and shall constitute full compensation for all labor, materials, tools, equipment, and incidentals required to complete this item of work in accordance with the Plans and Specifications.

#### **5.12 DUST CONTROL**

##### Description

Dust control shall be fully and adequately carried out on weekdays, weekends, holidays, and when necessary before and after normal working hours in compliance with the rules and regulations of the San Joaquin Valley Air Pollution Control District.

Full compensation for dust control shall be included in the various items of work and no separate payment will be made therefore.

#### **5.13 TRAFFIC CONTROL**

##### Description

This item includes the furnishing, installation, and maintenance of all traffic control devices, barricades, etc. in compliance with the California Department of Transportation requirements. All lane closures, detours, or protective measures shall conform to Caltrans Standard Drawing T-13. The Contractor is to prepare and submit for approval a signing plan covering the job site prior to commencing work. Failure to maintain traffic control devices after approval of the signing plan, in any of the various work areas, shall be cause for the City to deny any payment due the Contractor for this item.

In addition to other measures taken by the Contractor pursuant to the provisions of Section 7-1.09 of the Standard Specifications, the Contractor shall install temporary railing (Type K) between any lane carrying public traffic and any excavation, obstacle, or storage area when the following conditions exist:

- A. Excavations - any excavation, the edge of which is 12 feet or less from the edge of the lane except:
  - 1. Excavations covered with sheet metal or concrete covers of adequate thickness to prevent accidental entry by traffic or public.
  - 2. Excavations less than one foot deep.
  - 3. Trenches less than one foot wide for irrigation pipe or electrical conduit of excavations less than one foot in diameter.
  - 4. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
  - 5. Excavations protected by existing barrier or railing.

When traffic cones or delineators are to be used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 10' without the written approval of the Engineer.

Failure of the Contractor to maintain all facilities and/or appurtenance utilized for the traffic control will result in the City performing the work. Payment to the contractor will be reduced by the cost to the City to perform all traffic control which is the Contractor's responsibility in accordance with the Plans and Specifications.

Prior to the closure of any road or alley, the Contractor shall notify the surrounding residents and businesses of the planned closure by completing the following:

- A. By publicly displaying, one (1) week prior to the closure, the starting and ending dates of the closure, and the section to be closed. Posting should be no smaller than 2'x3' with 4" letters, and displayed at each intersection effect by the closure.
- B. By placing a Notice of Closure in the local newspaper the week prior to the closure.
- C. Any resident directly fronting the construction shall be provided access whenever possible during construction working hours and continuous access during of hours.

#### Measurement

Measurement of Traffic Control shall be the acceptably completed Traffic Control in accordance with the Plans and Specifications.

### Payment

Payment for Bid Item Traffic Control will be paid at the contract lump sum price paid for Traffic Control and such payment shall constitute full compensation for all labor, materials, tools, equipment, and incidentals required to complete this item of work in accordance with the Plans and Specifications.

## **5.14 WATERING**

Watering shall conform to the provisions in Section 17, "Watering," of the Standard Specifications and these Specifications.

Contact California Water Service Company at (559) 896-4546.

Full compensation for developing, providing, and application of water shall be considered as included in the various items of work requiring water and no separate payment will be made therefore.

## **5.15 TRENCH EXCAVATION**

### Description

All excavation shall be made in accordance with the trench construction safety orders issued by the Division of Industrial Safety of the State of California, and Section 10, "Excavating and Grading" of the City of Selma Standard Specifications.

The width of trenches at approximately the top of the pipe to be installed shall be not more than the outside diameter of the pipe plus eighteen (18) inches maximum. The above clearance shall be increased to accommodate shoring and also provide space for banding at points required.

If the CONTRACTOR is unable to maintain the trench width allowed in the previous paragraph, the Engineer shall specify the bedding requirement to compensate for the additional loading of the pipe.

Such additional bedding may require crushed rock or other suitable granular bedding material or concrete encasement as necessary to obtain satisfactory pipe support.

The bottom of the trench shall be excavated or backfilled so that the barrel of the pipe shall have uniform bearing along its entire length. Adjustment of pipe to line and grade must be made by scraping away or filling and tamping. The use of blocks as support is forbidden. Additional excavation must be made at bell locations to allow ample space for making the joint.

Where hardpan is encountered, it shall be removed to a depth of six (6) inches below the grade of the bottom of the pipe and the space refilled with earth containing sufficient moisture to produce maximum compaction and free from lumps or unsuitable

material. The imported earth shall be compacted by means of mechanical tampers to the grade of the pipe.

Where the flowline of the pipe lies below the natural water table, the CONTRACTOR shall dewater the trench using pumps and as many well points as he deems necessary. If he is unable to dewater enough to produce a firm foundation for the pipe, or if there is soggy spongy or other such unsuitable material naturally occurring in a pipe zone such that he is unable to achieve a firm foundation, the CONTRACTOR shall remove the unsuitable material under the pipe for a depth as directed by the ENGINEER and replace it with a suitable material, such as 1-1/2" rock (natural or crushed). No additional payment will be made for such excavation or backfill material.

Where the pipe is to be laid on sand having less than optimum moisture, as determined by the ENGINEER, the CONTRACTOR shall apply sufficient water and compact the sand prior to placing the pipe.

All existing gas pipes, water pipes, conduits, sewers, drains, fire hydrants, and other structures which are not, in the opinion of the ENGINEER, required to be changed in location shall be carefully supported and protected from damage, by the CONTRACTOR, and in the case of damage, they shall be restored by the CONTRACTOR.

If all excavated material cannot be stored on the roadway in such a manner as to maintain access to property alongside the work, the surplus material shall be removed from the work and stored until needed for backfill. If the surplus material is to be stored, prior approval must be obtained from the ENGINEER for the site to be used. The cost of removing, storage, and final relocation of material shall be at the CONTRACTORS expense.

#### Measurement

Measurement of trenching shall be the total and entire performance of all work of the Contract Documents required to complete this item of work in accordance with the Plans and Specifications.

#### Payment

Payment for trench and structure excavation shall be included in the prices paid for various pipelines and structures to be constructed, and no separate or additional payment will be made therefore.

### **5.16 TRENCH BACKFILL**

#### Description

Trench backfill should consist of select material. Native silty sand, sand, and silt free from organics, vegetation, and rocks or cobbles larger than three inches, may be used as backfill. Sand bedding material should be at least 90 percent passing the NO. 4 sieve and not more than 5 percent passing the No. 200 sieve. The on-site native sand stratum likely meet these criteria and may be used as sand bedding. Import material,

if required, should consist of non-expansive, inorganic granular soils conforming to the following criteria:

Maximum Plasticity Index = 8

Maximum Particle Size = 3 inches

Percentage Passing #200 Sieve = 0 – 40

Minimum "R" Value (pavement area) = 50

Maximum Water Soluble Sulfate (SO<sub>4</sub>) in Soil = 0.2% by weight

Import material must be reviewed for conformance to these criteria prior to transport to the site.

Pipelines shall have a minimum of six inches of compacted sand bedding under the pipe, and a pipe envelope extending six inches above the pipe must be provided. Fill material shall be moisture conditioned to near optimum moisture content prior to compaction. Fill material with excessive moisture shall be allowed to dry prior to compaction or be mixed with dry soil to bring the fill to a workable and stable moisture content. Trench backfill shall be placed in lifts not exceeding a loose, uncompacted thickness of 12 inches, and compacted as engineered fill.

Compaction around the pipe (including pipe bedding) and to within two (2) feet of the finished grade shall be ninety-two percent (92%) of maximum dry density as determined by the Caltrans Test Method No. 216 or ASTM Test Method D1557. The top two (2) feet of the trench backfill shall be further compacted to at least ninety five percent (95%) of maximum dry density. Compaction of backfill by flooding or jetting is not permitted.

All trench bedding, haunching, and initial backfill requirements shall be in accordance with these special provisions and the details attached hereto.

#### Measurement

Measurement of backfill shall be the total and entire performance of all work of the Contract Documents required to complete this item of work in accordance with the Plans and Specifications.

#### Payment

Payment for trench backfill shall be included in the prices paid for various pipelines and structures to be constructed, and no separate or additional payment will be made therefore.

### **5.17 EARTHWORK**

#### Description

Earthwork shall conform to the provisions of Section 19, "Earthwork," of the Standard Specifications and these Specifications.

This item includes the removal of all objectionable material from within the existing right of way lines, and match lines outside of the right of way as shown on the plans

and disposal of said material off the job-site in accordance with the provisions of Section 7-1.13, "Disposal of Material outside the Highway Right of Way," of the Standard Specifications and at a location acceptable to the City Engineer.

This item shall include the removal of existing pavement, earth material, trees, roots, stumps, and other organic material and other unsuitable material within the limits of the paving structural section shown on the plans. Tree roots shall be removed to a depth of two (2) feet below the roadway structural section. This item shall also include preparation of the pavement prism to the lines and grades shown on the plans and established in the field by the ENGINEER, and as specified in these Specifications, and the Standard Specifications.

This item of work shall include the excavation and placement of embankment material at the back of newly constructed sidewalk, wheel chair ramps, PCC curb, and asphalt concrete pavement to provide a uniform slope from the existing ground to the back of the improvement. Placement of suitable material from the excavation which is free from rocks, hardpan, and organic materials as embankment material below the grading plane for the aggregate base material within the limits of the roadway structural prism and in the area in which new curb, gutter, sidewalk, or wheel chair ramps are to be constructed.

Payment for stockpiling and removing from stockpile suitable material to be used as embankment as set forth in this section, shall be considered as included in the contract unit price paid for Earthwork, and no separate payment will be made therefor.

Items to be relocated and restored shall be removed, preserved and protected; and when specified, their location, restoration, reconstruction, adjustment in like kind and to the original conditions, is part of this bid item. Any item to be relocated and restored that is damaged by the CONTRACTOR's operations shall be replaced, in kind, at the CONTRACTOR's sole expense.

This item shall more specifically include the preservation, maintenance, and relocation or restoration of traffic signs, street signs, markers, sprinklers, irrigation lines, parkway sod and landscaping, utility boxes, and all appurtenances, mailboxes, driveways, fences, and every other related facility as now exists and which is not abandoned or indicated for removal. Such devices shall be maintained, protected and kept in service at all times, and when necessary to relocate, shall be immediately transferred and re-established in their new location, as directed by the City, and without interruption in their function. These items shall be relocated and restored in a condition equal to or better than the original.

Surplus excavated material shall become the property of the CONTRACTOR and shall be disposed of outside the right of way in accordance with Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Where a portion of the existing surfacing is to be removed, the outline of the area to be removed shall be cut on a neat line with a power-driven saw to a minimum depth at least equal to the depth of existing surface before removing the surfacing. Full compensation for cutting existing surfacing shall be considered as included in the

Contract price paid per cubic yard for earthwork and no separate or additional payment will be made therefor.

Payment for excavation and backfill necessary for construction of curbs, sidewalks and other miscellaneous construction shall be deemed to be included in the amount stated for the most closely related items in the Bid Proposal, and no separate payment will be made therefore.

The development of local or imported borrow material needed to complete the construction of the Contract Documentation shall conform to the provisions of Section 19-7, "Borrow Excavations," of the Standard Specifications and shall be deemed to be included in the Contract unit price per cubic yard for Earthwork, and no separate payment will be made therefore. Engineered fill imported for alley subgrade shall have a minimum R-value of 50.

#### Measurement

Measurement of Earthwork shall be the number of cubic yards of objectionable material removed or imported borrow placed as required to complete the various items of work, as directed by the ENGINEER, and in accordance with the plans and these Specifications, and Standard Specifications.

#### Payment

Payment for bid item Earthwork will be at the Contract unit price paid per cubic yard for all work, at all sites, required to complete this item of work and shall constitute full compensation for all labor, materials, tools equipment, and incidentals required to complete this item of work in accordance with the Contract Documents, the plans and these Specifications, and the Standard Specifications.

### **5.18 SUBGRADE PREPARATION**

#### Description

The Contractor's attention is directed to Section 10, Excavation and Grading, of the City of Selma Standard Specifications and Section 26-1.03, Subgrade, of the Standard Specifications.

#### Measurement

Measurement of Subgrade Preparation shall be the number of square yards of subgrade acceptably prepared in accordance with the Plans and Specifications.

#### Payment

Payment for this Bid Item shall be at the contract unit price bid per square yard for Subgrade Preparation and shall constitute full compensation for all labor, tools, materials, equipment, and incidentals required to complete this item of work in accordance with the Plans and Specifications.

## 5.19 TRENCH RESURFACING

### Description

Trench backfill and resurfacing shall be performed in accordance with section 11, "Materials for Street Improvements" of the City of Selma Standard Specification, City of Selma Standard Plan O-26, the project plans, and these special provisions.

Aggregate base shall be Class II and shall conform to the provisions in Section 26, "Aggregate Bases," of the Standard Specifications and these Special Provisions.

Aggregate base shall be placed on the finished subgrade of areas to be paved in accordance with Section 26, Class II,  $\frac{3}{4}$ " maximum, of the Caltrans Standard Specifications. Depth of such base material shall be in accordance with the sections shown on the plans and shall have a relative compaction of not less than 95% of maximum dry density as determined by ASTM Test Method D1557. Initial compaction testing shall be performed by the City of Selma or its agent and shall be done in the presence of the City Engineer. Failed tests shall be retested at the Contractor's expense. Compaction tests are not to be included in the contract unit price paid for trench resurfacing and no additional payment shall be made therefor.

Asphalt concrete shall be Type B and shall conform to the provisions in Section 39, "Asphalt Concrete," of the Standard Specifications and these Special Provisions.

Asphalt binder shall be Grade PG 64-10 paving asphalt.

Asphalt plants providing asphalt concrete shall be those certified by Caltrans.

The amount asphalt binder to be mixed with the mineral aggregate shall be between 3 and 7 percent by weight, of the dry mineral aggregate.

The aggregate for the asphalt concrete surface course shall conform to the grading specified for  $\frac{1}{2}$  inch maximum, medium grading.

Prior to spreading asphalt concrete, a paint binder of asphaltic emulsion or of paving asphalt shall be furnished and applied uniformly to a pavement to be surfaced and to contact surfaces of all cold pavement joints, curbs, gutters and to other surfaces designated by the Engineer. If paving asphalt is furnished it shall be applied at a temperature of not less than 285° F. nor more than 350° F.

Asphalt concrete shall be deposited, spread and compacted in accordance with Sections 39-5 and 39-6 of the Standard Specifications.

When placing asphalt concrete, the paving asphalt shall not show any visual evidence of stripping from the mineral aggregate within the mix from any applied water.

If the asphalt concrete shows evidence of such stripping, the asphalt concrete will be immediately rejected and will not be paid for. No further use of such asphalt concrete will be allowed until the stripping is eliminated.

Asphalt concrete shall be spread and compacted by methods that will produce an asphalt concrete surfacing true to grade and cross section, of uniform smoothness and texture, compacted firmly and free from depressions, humps and irregularities.

#### Measurement

Measurement of Trench Resurfacing shall be the number of lineal feet of trench resurfacing acceptably placed in accordance with the Plans and Specifications as determined field measurement.

#### Payment

Payment for Trench Resurfacing shall be at the Contract unit price paid for Trench Resurfacing and such payment shall constitute full compensation for all labor, materials, tools, equipment, incidentals, asphaltic paint binder, and fog seal required to complete this item of work in accordance with the Plans and Specifications.

### **5.20 SAW CUTTING**

#### Description

Where existing pavement or concrete is to be removed, it shall be saw cut to a minimum depth of three (3) inches or the full depth of the section, whichever is less, with an abrasive type saw at or outside the planned lines and removed without damage to any portion that is to remain. Should the contractor damage the saw-cut edges at during construction, he shall then re-cut the edges at his cost.

#### Measurement

Measurement of saw cutting shall be the total and entire performance of all work of the Contract Documents required to complete this item of work at each site in accordance with the Plans and Specifications.

#### Payment

Payment for saw cutting shall be included in the price of the facility in which saw cutting is required and no further payment will be made therefore.

### **5.21 REMOVE CONCRETE**

Concrete shall be removed at the locations shown on the plans or as directed by the Engineer. Removal shall be to the lines and elevations shown, specified, or determined by the Engineer.

Concrete shall be defined as all or portions of mortared rubble masonry, brick or stone curbs, gutters and sidewalks; and Portland Cement concrete curbs, gutters, sidewalks, gutter depressions, driveways, alley approaches, and any other miscellaneous concrete structure. Removal shall conform to Section 15-3.02, "Removal Methods" of the Standard Specifications and these provisions.

Where no joint exists in the concrete on the line at which concrete is to be removed, a straight, neat cut with a power driven saw shall be made along the line to a minimum depth of 0.2 foot before removing the concrete. Existing joints should be matched wherever possible.

Removed concrete shall not be used in embankment or fill areas within the project limits. Removed concrete shall become the property of the Contractor and shall be disposed of outside the City right of way in accordance with the provisions of section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

#### Measurement

Remove Concrete shall be considered as included in the various bid items that require removal of concrete.

#### Payment

Payment for Remove Concrete will be considered as included in the contract prices paid for the various contract bid items that require concrete removal and shall constitute full compensation for all labor, tools, material, equipment, and incidentals required to complete this item of work in accordance with the Plans and Specifications.

### **5.22 ADJUST MANHOLES AND VALVE BOXES TO GRADE**

#### Description

This item includes the finish grade adjustment and encasement in Portland Cement Concrete of existing manholes and cleanouts. Such manhole, valve box and drain inlet adjustment shall be constructed in accordance with City Standard Drawings O-15 and O-17, and City Specification Section 12.06, Cal Water Standards, and details on the project plans.

Included in this item are any necessary manhole, valve box, and cleanout location ties required to accurately locate manholes, valves and cleanouts after paving. All miss-cut pavement openings shall be completely reconstructed to match the new pavement in all respects. Concrete is not an acceptable pavement replacement.

A sewer improvement project has been constructed in the two alleys since the project plans were developed. Seventeen (17) new valve boxes have been placed over new cleanouts within the limits of paving and are included in the bid quantity for adjusting valve boxes to grade.

#### Measurement

Measurement of Adjust Manhole, Adjust Valve Box and Adjust Cleanouts to grade shall be the number of manholes, valve boxes, and drain inlets acceptably adjusted to grade in accordance with the Plans and Specifications.

### Payment

Payment for Bid Items - Adjust Manhole to grade, Adjust Valve Box to grade, and Adjust Drain Inlet to grade shall be paid at the contract unit price bid per each and such payment shall constitute full compensation for all labor, material, tools, equipment, and incidentals required to complete this item of work in accordance with the Plans and Specifications.

## **5.23 STRIPING AND PAVEMENT DELINEATION**

### Description

All striping and pavement delineation shall conform to the provisions of Section 84-1, "General," and Section 84-3, "Painted Traffic Stripes and Pavement Markings," of the Standard Specifications. The Contractor shall place all pavement markings as shown on the plans.

### Measurement

Measurement for Striping and Pavement Delineation shall be the acceptably completed striping and pavement delineation for all job sites in accordance with the Plans and Specifications.

### Payment

Payment for bid item Striping and Pavement Delineation shall be at the contract lump sum price bid for Striping and Pavement Delineation and shall constitute full compensation for all labor, tools, material, equipment, and incidentals required to complete this item of work in accordance with the Plans and Specifications.

## **5.24 MISCELLANEOUS FACILITIES**

This item of work includes all miscellaneous work shown as specified on the Plans, Standard Plans and Specifications or these Special Provisions, and not specifically included in any other bid item.

Included in this bid item shall be such items as removing and replacing existing improvements as required but not specifically included in another bid item, replacing striping in kind as required but not specifically included in another bid item, restoration and adjustment of landscape and irrigation facilities disturbed by construction, all in conformance with existing codes and as directed by the Engineer.

## Check Register Report

l.g.

Date: 07/13/2016

Time: 9:05 am

Page: 1

City of Selma

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>UNION BANK Checks</b>							
67267	06/29/2016	Printed		10820.315	DANIEL HERNANDEZ	JULY 3RD BAND	700.00
67268	06/29/2016	Printed		11000.120	JB SOUND CO.	JULY 3RD SOUND/LIGHTING	1,200.00
67269	07/07/2016	Printed		10100.410	A&S PUMP SERVICE	SERVICCE CALL-PUMP VANDALIZED	553.63
67270	07/07/2016	Printed		10125.145	ADAMS, FERRONE & FERRONE	FLSA CLAIM	25,400.00
67271	07/07/2016	Printed		10180.640	ALLIED ELECTRIC MOTOR SERV INC	AC STORAGE BLD SUPPLIES	248.65
67272	07/07/2016	Printed		10190.063	AMERICAN AMBULANCE	JULY 2016 PAYMENT	89,500.00
67273	07/07/2016	Printed		10195.099	RYAN ANDERSEN	MTRL ROLLING PLATFORM FOR	715.00
67274	07/07/2016	Printed		10100.386	ANTHEM BLUE CROSS	AMBULANCE OVERPAYMENT REIMB	781.78
67275	07/07/2016	Printed		10100.510	AT&T	TELEPHONE SERVICE	19.16
67276	07/07/2016	Printed		10100.515	AT&T	TELEPHONE SERVICE	90.84
67277	07/07/2016	Printed		10210.255	BANNER PEST CONTROL INC	PEST CONTROL	441.00
67278	07/07/2016	Printed		10230.130	BENNETT & BENNETT, INC.	SPRINKLER SUPPLIES	3.30
67279	07/07/2016	Printed		10230.300	BEST UNIFORMS	UNIFORM FOR RESERVE	229.42
67280	07/07/2016	Printed		11975.390	BOARD OF EQUALIZATION	OUT OF STATE USE TAX	818.00
67281	07/07/2016	Printed		10300.012	CALED	2016/17 MEMBERSHIP	570.00
67282	07/07/2016	Printed		10310.455	CALIFORNIA WATER SERVICE	WATER SERVICE	15,094.56
67283	07/07/2016	Printed		10300.334	CDCE INCORPORATED	MDT MONTHLY LEASE-PD	1,925.00
67284	07/07/2016	Printed		11620.727	CITY OF SELMA	REPLENISH PETTY CASH	141.91
67285	07/07/2016	Printed		10370.953	COOL AIR SPECIALTY	CH SERVER ROOM AC REPAIR	124.00
67286	07/07/2016	Printed		10670.255	COUNTY OF FRESNO TREASURER	GIS TELECOMMUNICATION CHARGES	69.66
67287	07/07/2016	Printed		10400.215	DIVISION OF THE STATE ARCHITEC	ADA BUSINESS LICENSE FEE	105.60
67288	07/07/2016	Printed		10610.450	FAITH TABERNACLE CHURCH	REFUND FIREWORK DEPOSIT	50.00
67289	07/07/2016	Printed		10610.600	FAMILY FELLOWSHIP CHURCH	REFUND FIREWORK DEPOSIT	50.00
67290	07/07/2016	Printed		10670.520	FRESNO-MADERA AAA	SENIOR MEALS	228.00
67291	07/07/2016	Printed		10710.102	DEREK GAGNON	NASRO SCHOOL SAFETY CONFERENCE	325.00
67292	07/07/2016	Printed		11040.176	MAGNOLIA S. JIMENEZ GALLARDO	PHLEBOTOMY SERVICE 16-2611	50.00
67293	07/07/2016	Printed		10710.110	GALLS, LLC	VIP BADGES	469.69
67294	07/07/2016	Printed		10710.695	RENE GARZA	GAP TRAINING CONFERENCE	260.00
67295	07/07/2016	Printed		10710.699	RUBY M GARZA	TRANSCRIPT 16-2548	511.50
67296	07/07/2016	Printed		10750.100	GRACE FREWILL BAPTIST YOUTH	REFUND FIREWORK DEPOSIT	50.00
67297	07/07/2016	Printed		10820.045	HEALTH NET MEDI-CAL	AMBULANCE OVERPAYMENT REIMB	119.25
67298	07/07/2016	Printed		10820.020	HEALTHEDGE ADMINISTRATORS INC.	ADMINISTRATIVE FEES	666.36
67299	07/07/2016	Printed		10820.020	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 6/22/16	385.41
67300	07/07/2016	Printed		10820.702	HEWLETT-PACKARD FINANCIAL	LEASES	12,583.44
67301	07/07/2016	Printed		10840.132	JUSTIN HOLT	NASRO SCHOOL SAFETY CONFERENCE	325.00
67302	07/07/2016	Printed		10900.362	INDUSTRIAL HEALTH CARE	POST ACCIDENT DRUG TESTING	70.00
67303	07/07/2016	Printed		11040.619	JERRY DEWAYNE JONES	INSTRUCTOR-FIRE MNGMT 1	2,000.00
67304	07/07/2016	Printed		11050.650	JUDICIAL DATA SYSTEM	PARKING CITATIONS	16.28
67305	07/07/2016	Printed		11120.510	JEFF KESTLY	MEDICAL PREMIUM REIMB JULY 16	158.18
67306	07/07/2016	Printed		11230.180	LIEBERT, CASSIDY, WHITMORE INC	CENTRAL VALLEY ERC MEMBERSHIP	3,140.50
67307	07/07/2016	Printed		11230.210	LIFE-ASSIST	MEDICAL SUPPLIES	2,308.41
67308	07/07/2016	Printed		11262.264	LONG BEACH FIRE DEPARTMENT	RESCUE SYSTEMS 2	1,800.00
67309	07/07/2016	Printed		11250.630	LOSS PROTECTION AND	MONTHLY SERVICE OF CONTAINERS	110.00
67310	07/07/2016	Printed		11330.050	STEVEN MCINTIRE	MEDICAL PREMIUM REIMB JULY 16	1,638.76
67311	07/07/2016	Printed		11300.105	MUNISERVICES, LLC	SUTA SERVICES	213.62
67312	07/07/2016	Printed		11420.340	NEW DAY CHURCH	REFUND FIREWORK DEPOSIT	50.00
67313	07/07/2016	Printed		11400.032	NGLIC CO SUPERIOR VISION	VISION INSURANCE PREMIUM	1,620.19

# Check Register Report

City of Selma

BANK: UNION BANK

Date: 07/13/2016

Time: 9:05 am

Page: 2

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>UNION BANK Checks</b>							
67314	07/07/2016	Printed		11530.100	OFFICE DEPOT, INC.	OFFICE SUPPLIES	306.22
67315	07/07/2016	Printed		11840.010	ROBINA WRIGHT ARCHITECT &	INSPECTION 1775 PARK	700.00
67316	07/07/2016	Printed		11910.761	SAN JOAQUIN VALLEY AIR	PD GENERATOR PERMIT	252.00
67317	07/07/2016	Printed		11926.300	SEBASTIAN	FIRE ALARM PANEL REPAIR	457.47
67318	07/07/2016	Printed		11926.843	SECOND CHANCE ANIMAL SHELTER	MONTHLY SUPPORT PAYMENT	6,333.33
67319	07/07/2016	Printed		11945.073	SELMA ART FOUNDATION	MTI REIMBURSEMENT	259.52
67320	07/07/2016	Printed		11945.298	SELMA DISPOSAL	GARBAGE SERVICE REFUND	110,755.49
67321	07/07/2016	Printed		11945.440	SELMA F.F.A. AG BOOSTERS	REFUND FIREWORK DEPOSIT	50.00
67322	07/07/2016	Printed		11945.450	SELMA FIREFIGHTERS ASSN.	REFUND FIREWORK DEPOSIT	50.00
67323	07/07/2016	Printed		11945.500	SELMA LIONS CLUB	REFUND FIREWORK DEPOSIT	50.00
67324	07/07/2016	Printed		11945.663	SELMA MEXICAN AMERICAN	REFUND FIREWORK DEPOSIT	50.00
67325	07/07/2016	Printed		11945.910	SELMA YOUTH BASKETBALL	REFUND FIREWORK DEPOSIT	50.00
67326	07/07/2016	Printed		11945.925	SELMA YOUTH SOCCER	JULY 3RD CLEAN UP	350.00
67327	07/07/2016	Printed		11965.110	SOUTH COUNTY VETERINARY	MONTHLY FREEZER USE	350.00
67328	07/07/2016	Printed		11988.100	SURVEILLANCE INTEGRATION INC.	SURVEILLANCE SYSTEM	561.00
67329	07/07/2016	Printed		12010.108	TAG-AMS, INC.	EMPLOYEE DRUG TESTING	237.00
67330	07/07/2016	Printed		12017.045	TEAMCALIFORNIA	TEAM CA MEMBERSHIP	2,500.00
67331	07/07/2016	Printed		11530.115	U.S. BANCORP EQUIPMENT FINANCE	LEASE PAYMENT	1,007.89
67332	07/07/2016	Printed		12100.050	U.S. BANK CORPORATE PMT SYSTEM	CALCARD CHARGES 5/24-6/22/16	85,885.00
67333	07/07/2016	Printed		12220.210	VALLEY NETWORK SOLUTIONS INC.	TECH SUPPORT FOR PLOTTER	230.00
67334	07/07/2016	Printed		12270.190	VERIZON WIRELESS	AIRCARDS	556.06
67335	07/07/2016	Printed		12350.489	WILLDAN FINANCIAL SERVICES	NORTH SEWER PROJECT	3,500.00
67336	07/07/2016	Printed		12423.094	ALAN YENGOYAN	HEARING OFFICER-APPEAL	400.00
67337	07/12/2016	Printed		10590.519	E.W.I. DOOR & MILLWORK	ART CENTER WAREHOUSE DOOR	180.00
				<b>Total Checks: 71</b>		<b>Checks Total (excluding void checks):</b>	<b>383,002.08</b>
				<b>Total Payments: 71</b>		<b>Bank Total (excluding void checks):</b>	<b>383,002.08</b>
				<b>Total Payments: 71</b>		<b>Grand Total (excluding void checks):</b>	<b>383,002.08</b>

DEPARTMENT	EMPLOYEE NAME	EMPLOYEE POSITION	TRANSACTION		DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT	Trace Numbers to employee Statement and Agree
			DATE	VENDOR NAME				
IT	ANDY CLIFTON	IT TECHNICIAN	6/10/2016	OFFICE MAX	WIRELESS MOUSE	704-9600-600.110.000	32.61	32.61
ADMINISTRATION	DAVID LEWIS	CLERICAL ASSISTANT II	6/1/2016	MAILQUICK	POSTAGE METER TAPES	100-1600-600.100.000	26.28	26.28
	REYNA RIVERA	CITY CLERK	6/6/2016	SAVE MART	COUNCIL MEETING SUPPLIES	100-1100-610.920.000	27.25	
	REYNA RIVERA	CITY CLERK	6/6/2016	RODOLFO'S	COUNCIL MEETING SUPPLIES	100-1100-610.920.000	37.83	
	REYNA RIVERA	CITY CLERK	6/20/2016	WALMART	COUNCIL MEETING SUPPLIES-BUDGET WORKSHOP	100-1100-610.920.000	43.87	
	REYNA RIVERA	CITY CLERK	6/20/2016	GS RESTAURANT	COUNCIL MEETING SUPPLIES	100-1100-610.920.000	45.66	154.61
	ROSEANN GALVAN	ADMINISTRATIVE ANALYST	5/26/2016	SAVE MART	BEVERAGES TEAM SELMA	100-1550-610.920.000	29.28	
	ROSEANN GALVAN	ADMINISTRATIVE ANALYST	5/31/2016	PLANK STEAKHOUSE	TEAM SELMA LUNCHES	100-1550-610.920.000	239.19	268.47
BUILDING	DAN RUIZ	BUILDING INSPECTOR	6/3/16	CASI INSTITUTE	WEBINAR-ACCESSIBILITY REQUIREMENTS	100-3200-610.915.000	175.00	175.00
CITY MANAGER	KEN GREY	CITY MANAGER	6/3/2016	HOME DEPOT	ARTS WAREHOUSE	454-5200-700.100.646	97.98	
	KEN GREY	CITY MANAGER	6/4/2016	HOME DEPOT	ARTS WAREHOUSE	454-5200-700.100.646	33.31	
	KEN GREY	CITY MANAGER	6/11/2016	HOME DEPOT	ARTS WAREHOUSE	454-5200-700.100.646	21.98	
	KEN GREY	CITY MANAGER	6/15/2016	SPIKE N RAIL	CITY MANAGERS MEETING	100-3100-610.920.000	44.13	197.40
FIRE	CITY OF SELMA FIRE QRT MST	ENGINEER	5/31/2016	WALMART	GATORADE/WATER FOR ENGINES	100-2525-600.250.000	78.12	
	CITY OF SELMA FIRE QRT MST	ENGINEER	5/31/2016	HOME DEPOT	TURNOUT REPAIRS-MISC	100-2525-600.476.000	892.07	
	CITY OF SELMA FIRE QRT MST	ENGINEER	6/6/2016	HOME DEPOT	FLEET SUPPLIES	701-9200-600.256.000	50.73	
	CITY OF SELMA FIRE QRT MST	ENGINEER	6/11/2016	HOME DEPOT	TURNOUT REPAIRS-MISC	100-2525-600.476.000	71.56	1,092.48
	CITY OF SELMA FIRE QRT MST	ENGINEER	6/16/2016	UPSG	RATCHET PADS-TO BE PAID FOR WIT DONATION MONEY FROM SELMA HEALTH CARE DIST	100-0000.270.040.000	166.94	166.94
	CITY OF SELMA-TRAINING DIV	ENGINEER	5/25/16	OFFICE MAX	LAPTOP FOR SAFETY OFFICER	100-2500-600.250.210	442.42	
	CITY OF SELMA-TRAINING DIV	ENGINEER	5/26/16	AMAZON	3 GPS UNITS	100-2500-600.250.210	791.45	
	CITY OF SELMA-TRAINING DIV	ENGINEER	5/27/16	BEN MEADOWS	4 COMBI TOOLS	100-2500-600.250.210	407.08	
	CITY OF SELMA-TRAINING DIV	ENGINEER	6/2/16	NORTHERN TOOL	TOOLS	100-2500-600.250.210	148.97	
	CITY OF SELMA-TRAINING DIV	ENGINEER	6/8/16	ETSY	STATION 2 REMODEL-DECOR	100-2500-600.250.210	84.98	
	CITY OF SELMA-TRAINING DIV	ENGINEER	6/8/16	ETSY	STATION 2 REMODEL-DECOR	100-2500-600.250.210	31.50	
	CITY OF SELMA-TRAINING DIV	ENGINEER	6/8/16	ETSY	STATION 2 REMODEL-DECOR	100-2500-600.250.210	83.00	
	CITY OF SELMA-TRAINING DIV	ENGINEER	6/8/16	ETSY	STATION 2 REMODEL-DECOR	100-2500-600.250.210	60.15	
	CITY OF SELMA-TRAINING DIV	ENGINEER	6/8/16	ETSY	STATION 2 REMODEL-DECOR	100-2500-600.250.210	113.96	
	CITY OF SELMA-TRAINING DIV	ENGINEER	6/8/16	ETSY	STATION 2 REMODEL-DECOR	100-2500-600.250.210	174.40	
	CITY OF SELMA-TRAINING DIV	ENGINEER	6/11/16	HOME DEPOT	STATION 2 EQUIPMENT-REMODEL	100-2500-600.250.210	105.79	
	CITY OF SELMA-TRAINING DIV	ENGINEER	6/14/16	ASHLEY FURNITURE	RECLINERS FOR STATION 2-REMODEL	100-2500-600.250.210	849.21	3,292.91
	CITY OF SELMA-STATION 1	CAPTAIN	5/23/2016	HOME DEPOT	STATION 1 REPAIR AND REMODEL	100-2500-600.250.210	105.40	
	CITY OF SELMA-STATION 1	CAPTAIN	5/24/2016	RITE AID	STATION 1 REPAIR AND REMODEL	100-2500-600.250.210	26.07	
	CITY OF SELMA-STATION 1	CAPTAIN	6/8/2016	OREILLY AUTO	FLEET-PARTS (MISC)	701-9200-600.256.000	47.46	
	CITY OF SELMA-STATION 1	CAPTAIN	6/15/2016	HOME DEPOT	STATION 1 REPAIR AND REMODEL	100-2500-600.250.210	44.47	
	CITY OF SELMA-STATION 1	CAPTAIN	6/15/2016	HOME DEPOT	STATION 1 REPAIR AND REMODEL	100-2500-600.250.210	203.31	
	CITY OF SELMA-STATION 1	CAPTAIN	6/15/2016	HOME DEPOT	STATION 1 REPAIR AND REMODEL	100-2500-600.250.210	298.18	
	CITY OF SELMA-STATION 1	CAPTAIN	6/17/2016	INDUSTRIAL EMERGENCY COUNCIL	TRAINING CLASS-RS2	100-2500-600.250.210	1,390.00	
	CITY OF SELMA-STATION 1	CAPTAIN	6/16/2016	HOME DEPOT	STATION 1 REPAIR AND REMODEL	100-2500-600.250.210	189.65	
	CITY OF SELMA-STATION 1	CAPTAIN	6/16/2016	HOME DEPOT	STATION 1 REPAIR AND REMODEL	100-2500-600.250.210	99.59	
	CITY OF SELMA-STATION 1	CAPTAIN	6/17/2016	HOME DEPOT	STATION 1 REPAIR AND REMODEL	100-2500-600.250.210	190.42	2,594.55
	CITY OF SELMA-STATION 2	CAPTAIN	5/28/16	HOME DEPOT	STATION REPAIR AND REMODEL	100-2500-600.250.210	360.52	
	CITY OF SELMA-STATION 2	CAPTAIN	5/29/16	HOME DEPOT	STATION REPAIR AND REMODEL	100-2500-600.250.210	43.42	
	CITY OF SELMA-STATION 2	CAPTAIN	5/31/16	JC PENNEY	STATION REPAIR AND REMODEL POTS AND PANS	100-2500-600.250.210	195.64	
	CITY OF SELMA-STATION 2	CAPTAIN	6/1/16	HOME DEPOT	STATION REPAIR AND REMODEL	100-2500-600.250.210	809.52	
	CITY OF SELMA-STATION 2	CAPTAIN	6/3/16	HOME DEPOT	STATION REPAIR AND REMODEL	100-2500-600.250.210	646.47	
	CITY OF SELMA-STATION 2	CAPTAIN	6/7/16	HOME DEPOT	STATION REPAIR AND REMODEL	100-2500-600.250.210	136.67	
	CITY OF SELMA-STATION 2	CAPTAIN	6/9/16	HOME DEPOT	STATION REPAIR AND REMODEL	100-2500-600.250.210	-80.95	
	CITY OF SELMA-STATION 2	CAPTAIN	6/10/16	HOME DEPOT	STATION REPAIR AND REMODEL	100-2500-600.250.210	-18.40	
	CITY OF SELMA-STATION 2	CAPTAIN	6/10/2016	WALMART	STATION REPAIR AND REMODEL	100-2500-600.250.210	590.53	
	CITY OF SELMA-STATION 2	CAPTAIN	6/9/16	HOME DEPOT	STATION REPAIR AND REMODEL	100-2500-600.250.210	977.19	
	CITY OF SELMA-STATION 2	CAPTAIN	6/10/2016	HOME DEPOT	STATION REPAIR AND REMODEL	100-2500-600.250.210	363.40	
	CITY OF SELMA-STATION 2	CAPTAIN	6/10/2016	HOME DEPOT	STATION REPAIR AND REMODEL	100-2500-600.250.210	808.27	
	CITY OF SELMA-STATION 2	CAPTAIN	6/15/2016	HOME DEPOT	STATION REPAIR AND REMODEL	100-2500-600.250.210	-48.90	4,783.38

DEPARTMENT	EMPLOYEE NAME	EMPLOYEE POSITION	TRANSACTION		DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT	Trace Numbers to Employee Statement and Agree
			DATE	VENDOR NAME				
FIRE	KELLI TELLEZ	DEPARTMENT SECRETARY	5/25/2016		MUFFINS FOR BREAKFAST MEETING	100-2525-600.250.000	11.96	
	KELLI TELLEZ	DEPARTMENT SECRETARY	5/31/2016	REDWING SHOES	UNIFORM BOOTS FOR ERIC BEASLEY (REVOLVING)	100-0000-123.010.000	294.43	
	KELLI TELLEZ	DEPARTMENT SECRETARY	6/3/2016	WALMART	LADDER	100-2500-600.370.000	149.99	
	KELLI TELLEZ	DEPARTMENT SECRETARY	6/8/2016	WALMART	CLEANING SUPPLIES FOR STATION	100-2500-600.370.000	58.98	
	KELLI TELLEZ	DEPARTMENT SECRETARY	6/9/2016	HOBBY LOBBY	STATION DÉCOR-REMODEL	100-2500-600.250.230	145.53	660.89
	KELLI TELLEZ	DEPARTMENT SECRETARY						
	MIKE KAIN	FIRE CHIEF	5/27/2016	BEST BUY	SPEAKER FOR TRAINING ROOM	100-2500-600.250.230	357.12	
	MIKE KAIN	FIRE CHIEF	5/27/2016	INT'L CODE COUNCIL	FIRE CODE BOOKS	100-2500-600.250.230	519.06	
	MIKE KAIN	FIRE CHIEF	5/27/2016	RTIC COOLERS	ICE CHESTS/COOLERS FOR ENGINES	100-2500-600.250.230	761.03	
	MIKE KAIN	FIRE CHIEF	5/27/2016	O'REILLY AUTO	FLEET-PARTS (MISC)	701-9200-600.256.000	170.64	1,807.85
	MIKE KAIN	FIRE CHIEF						
POLICE	CALEB GARCIA	POLICE OFFICER	5/24/2016	76, FRESNO CA	FUEL	701-9200-900.257.000	35.61	
	CALEB GARCIA	POLICE OFFICER	5/23/2016	SHELL OIL, FRESNO CA	FUEL	701-9200-900.257.000	53.50	
	CALEB GARCIA	POLICE OFFICER	5/25/2016	SDDI CONFERENCE, SAN DIEGO CA	TRAINING	100-2200-610.915.000	150.00	
	CALEB GARCIA	POLICE OFFICER	6/4/2016	EXXON, SAN DIEGO CA	FUEL	701-9200-900.257.000	49.53	
	CALEB GARCIA	POLICE OFFICER	6/6/2016	SHELL OIL, FRESNO CA	FUEL	701-9200-900.257.000	55.59	344.23
	CALEB GARCIA	POLICE OFFICER						
	CHRISTIE MOORADIAN	LIEUTENANT	6/21/2016	PLATINUM PERFORMANCE	MEDICINE FOR K-9'S	100-2200-600.250.000	200.00	200.00
	CHRISTIE MOORADIAN	LIEUTENANT						
	FRANK SANTILLAN	POLICE SERGEANT	5/24/2016	CENTRAL VALLEY GUNS	M. HUGHES REVOLVING ACCT	100-0000-123.010.000	481.63	
	FRANK SANTILLAN	POLICE SERGEANT	5/30/2016	WALMART	F. SANTILLAN REVOLVING ACCT	100-0000-123.010.000	10.74	
	FRANK SANTILLAN	POLICE SERGEANT	6/3/2016	AMAZON	F. SANTILLAN REVOLVING ACCT	100-0000-123.010.000	13.75	
	FRANK SANTILLAN	POLICE SERGEANT	6/5/2016	LIQUOR LOCKER	WATER FOR OFFICERS AT FIRE	100-2200-600.250.000	16.99	
	FRANK SANTILLAN	POLICE SERGEANT	6/6/2016	DOLLAR TREE	PRISONER MEALS	100-2200-600.250.000	10.00	
	FRANK SANTILLAN	POLICE SERGEANT	6/12/2016	WALMART	CELL PHONE CASE	100-0000-123.010.000	32.53	
	FRANK SANTILLAN	POLICE SERGEANT	6/12/2016	HOME DEPOT	SHOP VAC EXTENSIONS	100-2200-600.250.000	(14.09)	
	FRANK SANTILLAN	POLICE SERGEANT	6/12/2016	AUTOZONE	PATROL UNIT CLEANING SUPPLIES	100-2200-600.250.000	16.81	
	FRANK SANTILLAN	POLICE SERGEANT	6/12/2016	HOME DEPOT	SHOP VAC FOR PATROL UNITS	100-2200-600.250.000	121.74	
	FRANK SANTILLAN	POLICE SERGEANT	6/12/2016	HOME DEPOT	SHOP VAC EXTENSIONS	100-2200-600.250.000	23.30	
	FRANK SANTILLAN	POLICE SERGEANT	6/14/2016	CENTRAL VALLEY GUNS	S. FRANDSEN REVOLVING ACCT	100-0000-123.010.000	111.97	
	FRANK SANTILLAN	POLICE SERGEANT	6/14/2016	CENTRAL VALLEY GUNS	J. HISSONG REVOLVING ACCT	100-0000-123.010.000	117.41	
	FRANK SANTILLAN	POLICE SERGEANT	6/19/2016	WALMART	PC SPEAKER	100-2200-600.250.000	10.74	
	FRANK SANTILLAN	POLICE SERGEANT	6/19/2016	WALMART	CELL PHONE CASE	100-0000-123.010.000	(32.53)	920.99
	FRANK SANTILLAN	POLICE SERGEANT						
	GILBERT CANTU	POLICE SERGEANT	5/24/2016	METRO UNIFORMS	SGT. UNIFORMS CHEVRONS	100-2200-600.300.000	15.11	
	GILBERT CANTU	POLICE SERGEANT	5/24/2016	METRO UNIFORMS	VIP NAME PLATES	800-0000-121.000.000	168.96	
	GILBERT CANTU	POLICE SERGEANT	6/1/2016	CENTRAL VALLEY GUNS	9MM HANDGUN/G. CANTU REV ACCT	100-0000-123.010.000	500.00	
	GILBERT CANTU	POLICE SERGEANT	6/16/2016	UNIQUELY YOURS	SEW PATCHES 12 VIP SHIRTS	800-0000-121.000.000	120.00	
	GILBERT CANTU	POLICE SERGEANT	6/17/2016	LITTLE CAESARS PIZZA	FEED WITNESS FROM HOMICIDE CASE	100-2100-600.250.000	11.37	815.44
	JACOB PUMAREJO	POLICE OFFICER	5/25/2016	CHEVRON	FUEL	701-9200-900.257.000	69.99	
	JACOB PUMAREJO	POLICE OFFICER	5/27/2016	VALERO	FUEL	701-9200-900.257.000	65.00	
	JACOB PUMAREJO	POLICE OFFICER	5/31/2016	VALERO	FUEL	701-9200-900.257.000	59.00	
	JACOB PUMAREJO	POLICE OFFICER	6/2/2016	VALERO	FUEL	701-9200-900.257.000	63.33	
	JACOB PUMAREJO	POLICE OFFICER	6/3/2016	VALERO	FUEL	701-9200-900.257.000	57.00	
	JACOB PUMAREJO	POLICE OFFICER	6/8/2016	VALERO	FUEL	701-9200-900.257.000	54.14	
	JACOB PUMAREJO	POLICE OFFICER	6/10/2016	VALERO	FUEL	701-9200-900.257.000	62.00	
	JACOB PUMAREJO	POLICE OFFICER	6/11/2016	TEXACO	FUEL	701-9200-900.257.000	58.88	
	JACOB PUMAREJO	POLICE OFFICER	6/16/2016	VALERO	FUEL	701-9200-900.257.000	62.00	551.34

DEPARTMENT	EMPLOYEE NAME	EMPLOYEE POSITION	TRANSACTION		DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT	Trace Numbers to employee Statement and Agree
			DATE	VENDOR NAME				
POLICE	POLICE DEPT NO 1		6/17/2016	THE BEARS DEN	REFRESHMENTS FOR CHIEF'S MEETING	100-2300-610.920.000	14.00	14.00
	RENE GARZA	DETECTIVE -POLICE OFFICER	5/27/2016	TAQUERIA Y CARNITAS	DINNER FOR ABC DECOYS	100-2100-600.250.000	24.08	
	RENE GARZA	DETECTIVE -POLICE OFFICER	6/8/2016	CENTRAL VALLEY GUNS	FIREARM	100-0000-123.010.000	425.00	449.08
	RUDY ALCARAZ	SERGEANT	5/25/2016	G&R FEED	FOOD FOR CANINES / DEC-FEB	100-2200-600.400.700	410.90	
	RUDY ALCARAZ	SERGEANT	6/3/2016	BEARS DEN	CHIEFS MEETING	100-2100-610.920.000	14.00	424.90
	STEVE MARES	COMMUNITY RESOURCE OFFICER	5/25/2016	WAL-MART	BICYCLE FOR BIKE RODEO	100-2100-600.250.000	65.09	
	STEVE MARES	COMMUNITY RESOURCE OFFICER	5/27/2016	METRO UNIFORM	MY REVOLVING	100-0000-123.010.000	100.00	
	STEVE MARES	COMMUNITY RESOURCE OFFICER	5/28/2016	WAL-MART	EQUIPMENT FOR JAIL	100-2100-600.250.000	19.42	
	STEVE MARES	COMMUNITY RESOURCE OFFICER	5/31/2016	OFFICE MAX	SD CARD FOR CAMERA	100-2100-600.250.000	32.61	
	STEVE MARES	COMMUNITY RESOURCE OFFICER	6/1/2016	OFFICE MAX	SD CARD FOR CAMERA	100-2100-600.250.000	27.18	
	STEVE MARES	COMMUNITY RESOURCE OFFICER	6/6/2016	SHELL	GAS FOR TRAINING	701-9200-600.257.000	44.56	
	STEVE MARES	COMMUNITY RESOURCE OFFICER	6/11/2016	CHEVRON	GAS FOR TRAINING	701-9200-600.257.000	36.60	
	STEVE MARES	COMMUNITY RESOURCE OFFICER	6/10/2016	PORTOFINO	HOTEL FOR TRAINING	100-2200-610.910.000	798.60	
	STEVE MARES	COMMUNITY RESOURCE OFFICER	6/12/2016	EXXON	GAS FOR TRAINING	701-9200-600.257.000	42.48	
	STEVE MARES	COMMUNITY RESOURCE OFFICER	6/17/2016	SHELL	GAS FOR TRAINING	701-9200-600.257.000	36.00	
	STEVE MARES	COMMUNITY RESOURCE OFFICER	6/17/2016	PORTOFINO	HOTEL FOR TRAINING	100-2200-610.910.000	783.56	1,986.10
PUBLIC WORKS	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	5/13/2016	CENTRAL SANITARY SUPPLY	HAND SOAP FOR ART CENTER	605-4300-600.250.000	182.86	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	5/17/2016	EWING IRRIGATION PRODUCTS	BACKFLOWS FOR SPRINKLERS FOR SECOND STREET FENCE PROJECT	100-9900-700.100.000	4547.69	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	5/23/2016	NELSON'S ACE HARDWARE	MATERIALS FOR SECOND STREET FENCE PROJECT	100-9900-700.100.000	13.61	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	5/23/2016	NELSON'S ACE HARDWARE	SPECIAL SUPPLIES - PARKS	100-5300-600.250.000	23.02	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	5/23/2016	NELSON'S ACE HARDWARE	SPECIAL SUPPLIES - PARKS	100-5300-600.250.000	63.59	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	5/23/2016	EWING IRRIGATION PRODUCTS	MISC IRRIGATION SUPPLIES - PARKS	100-5300-600.250.000	6.04	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	5/24/2016	CENTRAL SANITARY SUPPLY	TOILET PAPER FOR PARKS	100-5300-600.250.000	262.99	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	5/24/2016	CENTRAL SANITARY SUPPLY	MISC JANITORIAL SUPPLIES	702-9300-600.250.000	1567.48	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	5/24/2016	NELSON'S ACE HARDWARE	MATERIALS FOR SECOND STREET FENCE PROJECT	100-9900-700.100.000	229.60	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	5/25/2016	NELSON'S POWER CENTER	SECOND ST FENCE PROJECT - AUGER EXTENSION	100-9900-700.100.000	386.50	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	5/26/2016	HOME DEPOT	MATERIALS FOR SECOND STREET FENCE PROJECT	100-9900-700.100.000	140.26	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	5/31/2016	EWING IRRIGATION PRODUCTS	MISC IRRIGATION SUPPLIES - LLMD ZONE 1	220-5300-600.250.401	62.23	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	5/31/2016	EWING IRRIGATION PRODUCTS	MISC IRRIGATION SUPPLIES - LLMD ZONE 2	220-5300-600.250.402	62.23	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	5/31/2016	EWING IRRIGATION PRODUCTS	MISC IRRIGATION SUPPLIES - LLMD ZONE 3	100-4100-600.250.000	201.30	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	5/31/2016	GRAINGER	WEED BARRIER FOR SECOND STREET FENCE PROJECT	100-9900-700.100.000	632.91	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	6/1/2016	EWING IRRIGATION PRODUCTS	MISC IRRIGATION SUPPLIES - PARKS	100-5300-600.250.000	400.54	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	6/1/2016	HOME DEPOT	INVOICE H8529-2946 DATED 06/01/16 - ELECTRICAL MATERIALS FOR ART	454-5200-700.100.646	1630.85	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	6/6/2016	HOME DEPOT	INVOICE H8529-2946 DATED 06/06/16 - REFUND FOR ELECTRICAL	454-5200-700.100.646	-508.81	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	6/6/2016	ALLIED ELECTRIC	SALES ORDER 1249836-001-01 DATED 06/06/16 - ELECTRICAL MATERIALS	454-5200-700.100.646	982.59	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	6/7/2016	NELSON'S ACE HARDWARE	PAINT FOR STREET LIGHT REPLACEMENT - LOGAN & ARRAITS	210-0000-121.000.000	26.41	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	6/7/2016	NELSON'S ACE HARDWARE	SPECIAL SUPPLIES - PARKS	100-5300-600.250.000	32.76	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	6/7/2016	EWING IRRIGATION PRODUCTS	MISC IRRIGATION SUPPLIES - PARKS	100-5300-600.250.000	38.69	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	6/7/2016	EWING IRRIGATION PRODUCTS	MISC IRRIGATION SUPPLIES - PARKS	100-5300-600.250.000	268.04	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	6/8/2016	NELSON'S ACE HARDWARE	SMALL TOOLS & MINOR EQUIPMENT - LLMD ZONE 4	220-5300-600.305.404	5.43	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	6/8/2016	NELSON'S ACE HARDWARE	SMALL TOOLS & MINOR EQUIPMENT - LLMD ZONE 5	220-5300-600.305.405	5.43	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	6/8/2016	NELSON'S ACE HARDWARE	SMALL TOOLS & MINOR EQUIPMENT - LLMD ZONE 6	220-5300-600.305.406	5.43	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	6/8/2016	NELSON'S ACE HARDWARE	SMALL TOOLS & MINOR EQUIPMENT - LLMD ZONE 7	220-5300-600.305.407	5.43	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	6/8/2016	NELSON'S ACE HARDWARE	SMALL TOOLS & MINOR EQUIPMENT - LLMD ZONE 8	220-5300-600.305.408	5.43	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	6/8/2016	NELSON'S ACE HARDWARE	SMALL TOOLS & MINOR EQUIPMENT - LLMD ZONE 11	220-5300-600.305.411	5.43	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	6/8/2016	NELSON'S ACE HARDWARE	SMALL TOOLS & MINOR EQUIPMENT - LLMD ZONE 2	220-5300-600.305.402	5.44	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	6/8/2016	NELSON'S ACE HARDWARE	SMALL TOOLS & MINOR EQUIPMENT - LLMD ZONE 3	220-5300-600.305.403	5.44	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	6/8/2016	NELSON'S ACE HARDWARE	SMALL TOOLS & MINOR EQUIPMENT - LLMD ZONE 1	220-5300-600.305.401	5.44	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	6/8/2016	NELSON'S ACE HARDWARE	SMALL TOOLS & MINOR EQUIPMENT - LLMD ZONE 2	220-5300-600.305.402	8.31	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	6/8/2016	NELSON'S ACE HARDWARE	SMALL TOOLS & MINOR EQUIPMENT - LLMD ZONE 11	220-5300-600.305.411	8.31	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	6/8/2016	NELSON'S ACE HARDWARE	SMALL TOOLS & MINOR EQUIPMENT - LLMD ZONE 1	220-5300-600.305.401	8.31	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	6/8/2016	NELSON'S ACE HARDWARE	SMALL TOOLS & MINOR EQUIPMENT - LLMD ZONE 3	220-5300-600.305.403	8.31	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	6/8/2016	NELSON'S ACE HARDWARE	SMALL TOOLS & MINOR EQUIPMENT - LLMD ZONE 7	220-5300-600.305.407	8.31	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	6/8/2016	NELSON'S ACE HARDWARE	SMALL TOOLS & MINOR EQUIPMENT - LLMD ZONE 8	220-5300-600.305.408	8.31	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	6/8/2016	NELSON'S ACE HARDWARE	SMALL TOOLS & MINOR EQUIPMENT - LLMD ZONE 4	220-5300-600.305.404	8.32	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	6/8/2016	NELSON'S ACE HARDWARE	SMALL TOOLS & MINOR EQUIPMENT - LLMD ZONE 5	220-5300-600.305.405	8.32	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	6/8/2016	NELSON'S ACE HARDWARE	SMALL TOOLS & MINOR EQUIPMENT - LLMD ZONE 6	220-5300-600.305.406	8.32	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	6/8/2016	NELSON'S ACE HARDWARE	SMALL TOOLS & MINOR EQUIPMENT - PARKS	100-5300-600.305.000	74.83	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	6/8/2016	GRAINGER	SAFETY GLASSES - PARKS	100-5300-600.300.000	83.17	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	6/8/2016	GRAINGER	SAFETY GLASSES - STREETS	210-5400-600.300.000	83.18	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	6/8/2016	AMAZON.COM	GLOVES - PARKS	100-5300-600.300.000	164.04	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	6/8/2016	AMAZON.COM	GLOVES - STREETS	210-5400-600.300.000	164.04	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	6/8/2016	AMAZON.COM	SAFETY VESTS - PARKS	100-5300-600.300.000	275.88	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	6/8/2016	AMAZON.COM	SAFETY VESTS - STREETS	210-5400-600.300.000	275.88	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	6/9/2016	EWING IRRIGATION PRODUCTS	MISC IRRIGATION SUPPLIES - PARKS	100-5300-600.250.000	952.83	

DEPARTMENT	EMPLOYEE NAME	EMPLOYEE POSITION	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT	
PUBLIC WORKS	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	6/9/2016	NELSON'S POWER CENTER	SPECIAL SUPPLIES - PARKS	100-5300-600.250.000	119.58	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	6/9/2016	NELSON'S POWER CENTER	STIHL BACKPACK BLOWER - BR600	100-5300-600.305.000	462.03	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	6/9/2016	NELSON'S POWER CENTER	STIHL MS211 CA 16 CHAINSAW (2)	210-5400-600.305.000	554.39	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	6/9/2016	NELSON'S POWER CENTER	STIHL MS 193T 14 CHAINSAW (2)	210-5400-600.305.000	646.80	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	6/9/2016	NELSON'S POWER CENTER	STIHL STRING TRIMMER - FS100RX (2)	100-5300-600.305.000	665.29	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	6/9/2016	ALLIED ELECTRIC	LIGHT FIXTURES FOR ART CENTER STORAGE BUILDING	454-5200-700.100.646	4847.43	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	6/13/2016	STATEWIDE TRAFFIC SAFETY & SIGNS	CONES, BARRICADES AND Delineators	210-5400-600.250.000	2142.88	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	6/13/2016	ALLIED ELECTRIC	INVOICE 1250053-01 DATED 06/13/16 - MATERIALS FOR ELECTRICAL - ART	454-5200-700.100.646	49.36	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	6/14/2016	NELSON'S ACE HARDWARE	MATERIALS FOR SECOND STREET FENCE PROJECT	100-9900-700.100.000	255.67	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	6/14/2016	STATEWIDE TRAFFIC SAFETY & SIGNS	TRAFFIC PAINT	210-5400-600.250.000	3753.77	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	6/14/2016	ALLIED ELECTRIC	INVOICE 12500717-01 DATED 06/14/16 - ELECTRICAL MATERIALS FOR ART	454-5200-700.100.646	851.42	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	6/15/2016	SEARS	REPLACE REFRIGERATOR AT CITY YARD BREAKROOM	210-5400-600.250.000	440.33	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	6/16/2016	CROWN SHORTLOAD CONCRETE	CONCRETE FOR ART CENTER STORAGE BUILDING	454-5200-700.100.646	411.00	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	6/16/2016	HOME DEPOT	ETCH, PRIMER & PAINT FOR ART CENTER STORAGE BUILDING FLOOR	454-5200-700.100.646	842.37	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	6/16/2016	STATEWIDE TRAFFIC SAFETY & SIGNS	STOP SIGNS	210-5400-600.250.000	2218.62	
	ROMEO SHIPLEE	PUBLIC WORKS DIRECTOR	6/20/2016	HOME DEPOT	DOWNTOWN LANDSCAPING - MEASURE C FLEX	214-5400-600.250.000	108.34	31,820.23
	SHANE FERRELL	MAINTENANCE WORKER III	5/27/2016	NELSON'S ACE HARDWARE	RINGO PARK PUMP REPAIR	100-5300-600.250.000	18.46	
	SHANE FERRELL	MAINTENANCE WORKER III	6/6/2016	HOME DEPOT	ANT SPRAY FOR CITY HALL	702-9300-600.250.000	5.41	
	SHANE FERRELL	MAINTENANCE WORKER III	6/6/2016	HOME DEPOT	MATERIALS FOR ART CENTER STORAGE BUILDING	454-5200-700.100.646	34.22	
	SHANE FERRELL	MAINTENANCE WORKER III	6/7/2016	NELSON'S ACE HARDWARE	MATERIALS FOR SECOND STREET FENCE PROJECT	100-9900-700.100.000	11.73	
	SHANE FERRELL	MAINTENANCE WORKER III	6/9/2016	NELSON'S ACE HARDWARE	REFUND FOR PALLET DEPOSIT	210-5400-482.010.000	-40.00	
	SHANE FERRELL	MAINTENANCE WORKER III	6/15/2016	HOME DEPOT	MATERIALS FOR ART CENTER STORAGE BUILDING	454-5200-700.100.646	10.58	
	SHANE FERRELL	MAINTENANCE WORKER III	6/15/2016	HOME DEPOT	MATERIALS FOR ART CENTER STORAGE BUILDING	454-5200-700.100.646	43.69	
	SHANE FERRELL	MAINTENANCE WORKER III	6/16/2016	HOME DEPOT	MATERIALS FOR ART CENTER STORAGE BUILDING	454-5200-700.100.646	154.60	238.69
	STEVE GIBBS	EQUIPMENT MECHANIC III	5/23/2016	NAPA AUTO PARTS	AUTO PARTS - SHOP	701-9200-600.256.000	39.01	
	STEVE GIBBS	EQUIPMENT MECHANIC III	5/23/2016	NAPA AUTO PARTS	AUTO PARTS - STOCK	701-9200-600.256.000	59.94	
	STEVE GIBBS	EQUIPMENT MECHANIC III	5/23/2016	NAPA AUTO PARTS	AUTO PARTS - #159	701-9200-600.256.000	85.32	
	STEVE GIBBS	EQUIPMENT MECHANIC III	5/23/2016	SWANSON FAHRNEY FORD	AUTO SERVICE REPAIR - #166	701-9200-600.457.000	941.37	
	STEVE GIBBS	EQUIPMENT MECHANIC III	5/23/2016	GOODYEAR TIRE & RUBBER COMPANY	AUTO PARTS - STOCK	701-9200-600.256.000	919.03	
	STEVE GIBBS	EQUIPMENT MECHANIC III	5/23/2016	TERMINAL AIR BRAKE SUPPLY	AUTO SERVICE REPAIR	701-9200-600.457.000	599.60	
	STEVE GIBBS	EQUIPMENT MECHANIC III	5/23/2016	COMMERCIAL RADIATOR	AUTO SERVICE REPAIR - #1313	701-9200-600.457.000	310.00	
	STEVE GIBBS	EQUIPMENT MECHANIC III	5/24/2016	NAPA AUTO PARTS	AUTO PARTS	701-9200-600.256.000	77.04	
	STEVE GIBBS	EQUIPMENT MECHANIC III	5/24/2016	LES SCHWAB	AUTO PARTS - #1516	701-9200-600.256.000	928.23	
	STEVE GIBBS	EQUIPMENT MECHANIC III	5/25/2016	NAPA AUTO PARTS	AUTO PARTS - STOCK	701-9200-600.256.000	65.13	
	STEVE GIBBS	EQUIPMENT MECHANIC III	5/25/2016	NAPA AUTO PARTS	AUTO PARTS - STOCK	701-9200-600.256.000	158.81	
	STEVE GIBBS	EQUIPMENT MECHANIC III	5/25/2016	NAPA AUTO PARTS	AUTO PARTS - STOCK	701-9200-600.256.000	192.31	
	STEVE GIBBS	EQUIPMENT MECHANIC III	5/25/2016	SWANSON FAHRNEY FORD	AUTO PARTS - #162	701-9200-600.256.000	434.01	
	STEVE GIBBS	EQUIPMENT MECHANIC III	5/25/2016	FAHRNEY BUICK GMC	AUTO SERVICE REPAIR - #265	701-9200-600.457.000	1299.13	
	STEVE GIBBS	EQUIPMENT MECHANIC III	5/25/2016	O'REILLY AUTO SUPPLY	AUTO PARTS - #162	701-9200-600.256.000	42.08	
	STEVE GIBBS	EQUIPMENT MECHANIC III	5/25/2016	BATTERY SYSTEMS	AUTO PARTS - SHOP	701-9200-600.256.000	52.99	
	STEVE GIBBS	EQUIPMENT MECHANIC III	5/26/2016	O'REILLY AUTO SUPPLY	AUTO PARTS - #172	701-9200-600.256.000	143.67	
	STEVE GIBBS	EQUIPMENT MECHANIC III	5/26/2016	EXPRESS TOWING	AUTO SERVICE TOWING - #162	701-9200-600.458.000	150.00	
	STEVE GIBBS	EQUIPMENT MECHANIC III	5/27/2016	NELSON'S POWER CENTER	AUTO PARTS	701-9200-600.256.000	529.97	
	STEVE GIBBS	EQUIPMENT MECHANIC III	5/31/2016	NAPA AUTO PARTS	AUTO PARTS - #713	701-9200-600.256.000	15.86	
	STEVE GIBBS	EQUIPMENT MECHANIC III	5/31/2016	NAPA AUTO PARTS	AUTO PARTS - STOCK	701-9200-600.256.000	35.04	
	STEVE GIBBS	EQUIPMENT MECHANIC III	5/31/2016	LES SCHWAB	AUTO SERVICE REPAIR - #726	701-9200-600.457.000	1008.07	
	STEVE GIBBS	EQUIPMENT MECHANIC III	5/31/2016	NELSON'S POWER CENTER	AUTO PARTS	701-9200-600.256.000	88.98	
	STEVE GIBBS	EQUIPMENT MECHANIC III	6/1/2016	NAPA AUTO PARTS	AUTO PARTS - #714	701-9200-600.256.000	26.28	
	STEVE GIBBS	EQUIPMENT MECHANIC III	6/1/2016	O'REILLY AUTO SUPPLY	AUTO PARTS - #716	701-9200-600.256.000	102.24	
	STEVE GIBBS	EQUIPMENT MECHANIC III	6/2/2016	NAPA AUTO PARTS	AUTO PARTS - STOCK	701-9200-600.256.000	41.71	
	STEVE GIBBS	EQUIPMENT MECHANIC III	6/2/2016	SWANSON FAHRNEY FORD	AUTO SERVICE REPAIR - #716	701-9200-600.457.000	524.47	
	STEVE GIBBS	EQUIPMENT MECHANIC III	6/2/2016	O'REILLY AUTO SUPPLY	AUTO PARTS - #179	701-9200-600.256.000	42.08	
	STEVE GIBBS	EQUIPMENT MECHANIC III	6/2/2016	FRESNO OXYGEN	SPECIAL SUPPLIES - SHOP	701-9200-600.250.000	49.57	
	STEVE GIBBS	EQUIPMENT MECHANIC III	6/3/2016	NAPA AUTO PARTS	SPECIAL SUPPLIES - SHOP	701-9200-600.250.000	17.85	
	STEVE GIBBS	EQUIPMENT MECHANIC III	6/3/2016	LES SCHWAB	AUTO PARTS - #3204	701-9200-600.256.000	281.66	
	STEVE GIBBS	EQUIPMENT MECHANIC III	6/6/2016	NAPA AUTO PARTS	AUTO PARTS - #177	701-9200-600.256.000	103.27	
	STEVE GIBBS	EQUIPMENT MECHANIC III	6/6/2016	KJAR EQUIPMENT & RENTAL COMPANY	AUTO SERVICE REPAIR - #1517	701-9200-600.457.000	1292.54	
	STEVE GIBBS	EQUIPMENT MECHANIC III	6/6/2016	TRANSMISSION'S	AUTO SERVICE REPAIR - #168	701-9200-600.457.000	2071.53	
	STEVE GIBBS	EQUIPMENT MECHANIC III	6/7/2016	NAPA AUTO PARTS	CREDIT FOR RETURN	701-9200-600.256.000	-27.70	
	STEVE GIBBS	EQUIPMENT MECHANIC III	6/7/2016	NAPA AUTO PARTS	AUTO PARTS - #159	701-9200-600.256.000	17.93	
	STEVE GIBBS	EQUIPMENT MECHANIC III	6/7/2016	NAPA AUTO PARTS	AUTO PARTS - STOCK	701-9200-600.256.000	54.34	
	STEVE GIBBS	EQUIPMENT MECHANIC III	6/7/2016	NAPA AUTO PARTS	AUTO PARTS - #166	701-9200-600.256.000	63.05	
	STEVE GIBBS	EQUIPMENT MECHANIC III	6/7/2016	NAPA AUTO PARTS	AUTO PARTS - #159	701-9200-600.256.000	71.19	
	STEVE GIBBS	EQUIPMENT MECHANIC III	6/7/2016	STEAM CLEANERS INC	EQUIPMENT REPAIR - PRESSURE WASHER	701-9200-600.375.000	316.32	
	STEVE GIBBS	EQUIPMENT MECHANIC III	6/8/2016	NAPA AUTO PARTS	SMALL TOOLS & MINOR EQUIPMENT	701-9200-600.305.000	8.69	
	STEVE GIBBS	EQUIPMENT MECHANIC III	6/8/2016	SWANSON FAHRNEY FORD	AUTO PARTS - #159	701-9200-600.256.000	418.73	
	STEVE GIBBS	EQUIPMENT MECHANIC III	6/9/2016	NELSON'S POWER CENTER	AUTO PARTS - #3204	701-9200-600.256.000	202.59	

DEPARTMENT	EMPLOYEE NAME	EMPLOYEE POSITION	TRANSACTION		DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT	Trace Numbers to employee Statement and Agree
			DATE	VENDOR NAME				
PUBLIC WORKS	STEVE GIBBS	EQUIPMENT MECHANIC III	6/10/2016	O'REILLY AUTO SUPPLY	AUTO PARTS - #713	701-9200-600.256.000	17.65	
	STEVE GIBBS	EQUIPMENT MECHANIC III	6/13/2016	NAPA AUTO PARTS	AUTO PARTS - STOCK	701-9200-600.256.000	81.49	
	STEVE GIBBS	EQUIPMENT MECHANIC III	6/13/2016	SWANSON FAHRNEY FORD	AUTO SERVICE REPAIR - #159	701-9200-600.457.000	266.31	
	STEVE GIBBS	EQUIPMENT MECHANIC III	6/14/2016	NELSON'S POWER CENTER	AUTO PARTS - ALL MOWERS	701-9200-600.256.000	130.60	
	STEVE GIBBS	EQUIPMENT MECHANIC III	6/15/2016	NAPA AUTO PARTS	REFUND ON RETURN	701-9200-600.256.000	-39.90	
	STEVE GIBBS	EQUIPMENT MECHANIC III	6/15/2016	NAPA AUTO PARTS	AUTO PARTS	701-9200-600.256.000	39.90	
	STEVE GIBBS	EQUIPMENT MECHANIC III	6/15/2016	SWANSON FAHRNEY FORD	AUTO SERVICE REPAIR - #161	701-9200-600.457.000	150.00	
	STEVE GIBBS	EQUIPMENT MECHANIC III	6/15/2016	SWANSON FAHRNEY FORD	AUTO SERVICE REPAIR - #166	701-9200-600.457.000	1135.31	
	STEVE GIBBS	EQUIPMENT MECHANIC III	6/15/2016	MCCARTY'S COLLISION CENTER	AUTO SERVICE REPAIR - #228	701-9200-600.457.000	6000.00	
	STEVE GIBBS	EQUIPMENT MECHANIC III	6/17/2016	GOODYEAR TIRE & RUBBER COMPANY	AUTO PARTS - STOCK	701-9200-600.256.000	1189.23	22,824.52
RECREATION	ALLIE CONTRERAS	SENIOR CENTER ACTIVITY COORD	6/1/2016	OFFICE MAX	INK FOR PRINTER	805-0000-226.200.000	89.55	
	ALLIE CONTRERAS	SENIOR CENTER ACTIVITY COORD	6/7/2016	KEITH SELLERS	MOLDS FOR CERAMICS	805-0000-226.100.000	95.00	
	ALLIE CONTRERAS	SENIOR CENTER ACTIVITY COORD	6/15/2016	WAL-MART	DRINKS FOR BINGO	805-0000-226.400.000	111.65	
	ALLIE CONTRERAS	SENIOR CENTER ACTIVITY COORD	6/15/2016	WAL-MART	DRINKS FOR BINGO	805-0000-226.100.000	47.17	
	ALLIE CONTRERAS	SENIOR CENTER ACTIVITY COORD	6/17/2016	WAL-MART	FATHERS DAY EVENT	805-0000-226.200.000	62.69	
	ALLIE CONTRERAS	SENIOR CENTER ACTIVITY COORD	6/20/2016	WAL-MART	CANDY FOR SENIORS	805-0000-226.200.000	41.44	447.50
	MIKAL KIRCHNER	RECREATION SUPERVISOR	5/25/2016	THEATRICAL RIGHTS WORLD	ARTS COUNCIL BIG FISH PLAY RIGHTS	605-4300-600.400.000	6,140.00	
	MIKAL KIRCHNER	RECREATION SUPERVISOR	6/3/2016	NELSON'S HARDWARE	SENIOR CENTER KEY, BROKE/EXTRA	100-4100-600.250.000	5.46	6,145.46
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	5/24/2016	SAMUEL FRENCH	BRIGHTON BEACH SCRIPTS	605-4300-656.540.010	108.58	
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	5/24/2016	SAMUEL FRENCH	HEATHERS RIGHTS ADDITIONAL PERF.	605-4300-656.540.008	1,934.40	
ARTS	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	6/1/2016	MUSICAL THEATER INT.	MULAN ADDITIONAL SCRIPTS	100-4300-600.250.000	229.68	
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	6/2/2016	SAMUEL FRENCH	HEATHERS SCRIPTS	605-4300-656.540.008	280.95	
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	6/3/2016	SAMUEL FRENCH	MR. BURNS ADDITIONAL PERF.	605-4300-656.540.009	208.00	
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	6/7/2016	TRENDY HALLOWEEN	MULAN COSTUMES	100-4300-600.250.000	17.06	
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	6/8/2016	KLARNA *OVERSTOCK	FRAUD CREDIT	800-000-220.000.000	(279.99)	
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	6/8/2016	KLARNA *OVERSTOCK	FRAUD CREDIT	800-000-220.000.000	(199.00)	
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	6/8/2016	KLARNA *OVERSTOCK	FRAUD CREDIT	800-000-220.000.000	(269.99)	
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	6/7/2016	WALMART.COM	MULAN SWARD	100-4300-600.250.000	20.20	
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	6/16/2015	VTIX ONLINE	HEATHERS TICKETS	605-4300-656.540.008	373.26	
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	6/16/2016	VTIX ONLINE	MULAN TICKETS	100-4300-600.250.000	137.58	
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	6/16/2016	FOX DRUGS	CLEANING SUPPLIES	605-4300-600.250.000	6.50	2,567.23
SENIOR CENTER	ANTOINETTE HILL	SENIOR CENTER AIDE	5/24/2016	PARTY CITY	TABLE CLOTHES/JULY DÉCOR	805-0000-226.200.000	100.00	
	ANTOINETTE HILL	SENIOR CENTER AIDE	5/24/2016	PARTY CITY	BALLOONS/JULY DÉCOR	805-0000-226.200.000	105.11	
	ANTOINETTE HILL	SENIOR CENTER AIDE	5/26/2016	WALMART	SUGAR/SWEETNER CASES	805-0000-226.200.000	86.95	
	ANTOINETTE HILL	SENIOR CENTER AIDE	6/8/2016	WALMART	BINGO SNACKS	805-0000-226.400.000	96.39	
	ANTOINETTE HILL	SENIOR CENTER AIDE	6/8/2016	WALMART SANGER	JUICE, PAPER TOWELS, PLATES, BAGGIES	100-4500-600.100.000	42.40	
	ANTOINETTE HILL	SENIOR CENTER AIDE	6/9/2016	OFFICE MAX	FILE FOLDERS,TABS, HANGING FOLDERS	100-4500-600.100.000	114.04	
	ANTOINETTE HILL	SENIOR CENTER AIDE	6/13/2016	WALMART	FATHERS DAY RAFFLE GIFTS/BATTERIES	805-0000-226.200.000	75.72	
	ANTOINETTE HILL	SENIOR CENTER AIDE	6/14/2016	KEITH SELLERS	CERAMICS	805-0000-226.100.000	70.00	
	ANTOINETTE HILL	SENIOR CENTER AIDE	6/17/2016	ME N EDS PIZZA	FATHERS DAY PIZZA PARTY	805-0000-226.200.000	120.96	
	ANTOINETTE HILL	SENIOR CENTER AIDE	6/20/2016	WALMART	CANDIES	805-0000-226.400.000	70.35	881.92
							85,885.00	85,885.00
							85,885.00	
							-	0.00

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

July 18, 2016

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**ITEM NO:**

2.

**SUBJECT:**

Consideration and necessary action on approving and authorizing the expenditure of Traffic Safety, Equipment Replacement, ACT Program fund for the purchase of fleet.

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**DISCUSSION:** Staff has been monitoring repairs on the aging police fleet, and currently there are several vehicles in use that are in need of replacement.

Staff is requesting Council authorize an expenditure in a total amount not to exceed \$140,000 for the purchase of two 2016 Ford Explorer Interceptor (SUV) and one 2017 GMC Terrain for Police. The total cost includes purchase, tax and delivery, graphics, build up/equipment and installation.

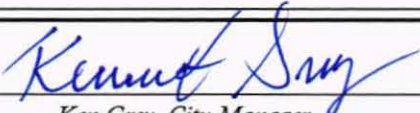
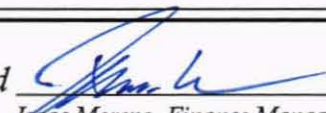
Attached for Council review are quotes received for vehicles, graphics, build up/equipment and installation.

<b><u>COST:</u></b> (Enter cost of item to be purchased in box below)		<b><u>BUDGET IMPACT:</u></b> (Enter amount this non-budgeted item will impact this years' budget in box below – if budgeted, enter NONE).
Not to exceed \$140,000		
<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: Traffic Safety, Equipment Replacement, ACT Program Fund  Fund Balance: Equip.-160,518.73 Traffic-35,399.31 ACT-0.00		NONE

**RECOMMENDATION:** Approve and authorize the expenditure of Traffic Safety, Equipment Replacement, and ACT Program fund for the purchase of fleet.

  
Ken Grey, City Manager

7-15-2016  
Date

We  and   
Ken Grey, City Manager Isaac Moreno, Finance Manager

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



Ken Pattillo  
FAHRNEY BUICK GMC

ATTENTION ALL USERS: When using Order Workbench (OWB), please DO NOT disable pop-up windows functionality. OWB uses pop-up windows to display business critical alerts, confirmations and warning messages while in transactions. For assistance, contact the OWB Help Desk at 1-888-337-1010.

jvm005 Logout

ORDER Workbench: Main > Order Vehicles > Configure a New Vehicle: View Summary

PLAN & FORECAST ORDER VEHICLES MANAGE INVENTORY LOCATE VEHICLES DELIVER VEHICLES REPORTS & TOOLS

## Configure a New Vehicle: View Summary

Choose Model

Choose Options

Customer/Other Info

View Summary

RELATED LINKS

Review the vehicle configuration information in order to ensure that it is correct. If you need to make a change click "Back" to return to the Configure and Submit Request for Order: Customer/Other Info screen. Click "Submit Request for Order" to submit this configuration as a request for order. Click "Save as Stored Configurations" in order to store this configuration. Click "Submit Order Changes" to apply order changes, if page accessed from Change Single order path. Click "Cancel" to cancel the entire configuration.

Note: A submitted request for order is at Event Code 1000 (Order Request Added).

- Return to Order Vehicles Page
- Configure a New Vehicle
- View My Allocation and Constraints
- View Stored Configurations
- View My Request for Order List
- US On-Line Order/Reference Guide

### GM Business Associate Information

Detail View with prices

Charge-to BAC: 118978

Charge-to BFC: 1

Ship-to BAC: 118978

Ship-to BFC: 1

Contact Name:

DAN:

Phone #:

Stock No:

### Model Information

Model Year: 2017

Distrib. Entity: FLT Fleet

Order Type: FBC-Fleet Political Subdivision

Division: GMC

Allocation Group: TERAIRN

Model: TLK26 - Terrain: AWD SLE-2

MSRP: \$32,050.00

MSRP: w/DFC: \$32,975.00

VQ2: \$29,426.00

VQ2: w/DFC: \$30,351.00

**Selling Price: \$26,800 + fees(tax&tire)**

### Fleet Information

Primary FAN: 803413

End-User FAN:

Bid Number:

Bid Item #

PO Number:

### Configuration Information

PEG: 3SB

Primary Color: GAZ - Summit White

Engine: LFX - Engine, 3.6L V6 SIDI (Spark Ignition Direct Injection)

\$1,500.00

\$1,320.00

Transmission: MX0 - Transmission, 6-speed automatic

Trim: AFC - Jet Black, Premium cloth seat trim

Emissions: YF5 - Emissions, California state requirements

Requested TPW:

Options: B34, B35, FLT, LFX, MX0, N10, QNT, REY, UFU, UP9, VK3, YF5

☒ Hide Descriptions

B34: Floor mats, carpeted front

B35: Floor mats, carpeted rear

FLT: Fleet Order

LFX: Engine, 3.6L V6 SIDI (Spark Ignition Direct Injection)

\$1,500.00

\$1,320.00

MX0: Transmission, 6-speed automatic

N10: Exhaust, dual with premium tips

QNT: Tires, P235/55R18 all-season, blackwall

REY: Wheels, 4 - 18" x 7.0" (45.7 cm x 17.8 cm) aluminum

UFU: Audio system, Color Touch AM/FM/SiriusXM stereo with MP3 playback

*\$29,235.00 out door  
+ 11,000 Equip*



## FLEET GROUP

1247 W. Main Street, P.O. Box 3850, Alhambra, CA 91803  
626/457-5590 626/457-5593 Fax

July 14, 2016

Lt. Myron Dyck  
Selma Police Department  
1935 E Front St  
Selma, CA 93662-3517  
Delivery Via Email

Dear Lt. Dyck,

In response to your inquiry, we are pleased to submit the following for your consideration:

Wondries Fleet Group will sell, service and deliver at Selma, new/unused 2016 Police Interceptor Utilities responding to your requirement with the attached specifications for \$ 28,447.00 plus State Sales Tax, and \$8.75 tire tax (non-taxable). These vehicles are available under the Los Angeles County PO# 16361257-1. Pricing includes black and white paint and re-keyed to 1435X.

Terms are net 30 days. Delivery is 90-120 days.

Sincerely

John Oviyach  
Wondries Fleet Group



July 18, 2016 Council Packet





# Estimate

160 North Broadway  
Fresno, CA 93701-1592

Customer No.: SELMAPD  
Quote No.: 6068

Phone: (559) 233-8818 (559) 268-8506

Quote To: **City of Selma Police Dept**  
1935 East Front St  
Selma, CA 93662-0000

Ship To: **City of Selma Police Dept**  
1935 East Front St  
Selma, CA 93662

Phone: (559) 891-2228  
Fax:

Date			Ship Via		F.O.B.		Terms		
07/14/16			Up-Fit Shop		Origin		Net 45		
Purchase Order Number			Sales Person					Required	
			Derek Marchini					07/14/16	
Quantity			Item Number	Description	Unit Price	Amount			
Required	Shipped	B.O.							
1			VALOR/SSP/PK	Federal Signal Valor Light-Bar, Multi-Color LED, 44" Platinum SS Package	2700.00	2700.00			
2			MPS650-RB	Micro Pulse 650 Red/Blue Hood/grill mount	95.00	190.00			
2			416400-RB	Federal Signal Corner LED Red/Blue w/Inline Flasher, Gasket & Surface Mount	94.00	188.00			
1			MBFX11JJ	Whelen Mirror Beams Split Red/Blue fits '13-'14 FPI Utility	250.00	250.00			
1			BK2019ITU16	Setina PB450L4 Push Bumper w/Ion Lights fits '16 FPI Utility	735.00	735.00			
1			BK2019ITU12	Setina PB450 Push Bumper with ION lights	680.00	680.00			
1			TP-E-SL3-US-S	Universal Sedan Partition 1/2 Mesh Vinyl Dipped 1/2 Poly Card	515.00	515.00			
1			2-SAB-FDUV-BE	Troy Big Boy Partition Mount Ford FPI Utility	0.00	0.00			
1			KP-UV-DAP-SS	Troy Lower Kick Panel fits Ford FPI Utility w/Big Boy Mount	100.00	100.00			
1			GM-SGAR-MNT	Troy Dual-Weapon Mount with locks	350.00	350.00			
1			SC-1	Gun lock for 870	0.00	0.00			
1			SC-5 XL	Santa Cruz Universal Gun Lock for Extra Large Weapons. Specify Key Type.	0.00	0.00			

**Thank You**  
July 18, 2016 Council Packet



# Estimate

160 North Broadway  
Fresno, CA 93701-1592

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1935 East Front St  
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Ship To: **City of Selma Police Dept**  
1935 East Front St  
Selma, CA 93662

Phone: (559) 891-2228

Fax:

Date			Ship Via		F.O.B.		Terms		
07/14/16			Up-Fit Shop		Origin		Net 45		
Purchase Order Number			Sales Person					Required	
			Derek Marchini					07/14/16	
Quantity			Item Number	Description	Unit Price	Amount			
Required	Shipped	B.O.							
1			WG-FDUV-DS	Troy Window Guard Vertical Bars	132.50	132.50			
1			WG-FDUV-PS	Troy Window Guards Vertical Bars	132.50	132.50			
1			SUVIC1311	Aedec Rear Seat fits '13 FPI Utility Includes Rear Screen	755.00	755.00			
1			TK5720K	Kenwood P25 VHF, 50 watt 512 CH Radio Package 3 Year Warranty	813.00	813.00			
1			TK5820K2	Kenwood P25 UHF 45 Watt 512 CH Radio Package 3 Year Warranty	813.00	813.00			
2			KRK10	Remote mount kit	95.00	190.00			
2			LABHRPROG	Programming Fee Set-Up Fee	0.00	0.00			
2			ROOF-FT-NITI	Stico Flexi-Whip Antenna 136mhz-1ghz, with coax. Lifetime warranty on whip	70.00	140.00			
2			RFU505ST	PL259 For RG58	5.00	10.00			
1			CGX	Charge Guard	75.00	75.00			
1			24059	C/H Solenoid	22.00	22.00			
1			5029	12 Circuit Water Resistant Fuse Block w/Cover	29.00	29.00			
1			14.0553	Sho-Me 12v outlet (3 Plug)	25.00	25.00			
1			CP-UV-CARGO-	Troy Hinged Platform Cargo Rear Mount	270.00	270.00			
1			CP-GB402812-T	Troy Rear Storage Box	1010.00	1010.00			

Thank You  
July 18, 2016 Council Packet



# Estimate

160 North Broadway  
Fresno, CA 93701-1592

Customer No.: SELMAPD  
Quote No.: 6068

Phone: (559) 233-8818 (559) 268-8506

Quote To: **City of Selma Police Dept**  
1935 East Front St  
Selma, CA 93662-0000

Ship To: **City of Selma Police Dept**  
1935 East Front St  
Selma, CA 93662

Phone: (559) 891-2228

Fax:

Date			Ship Via		F.O.B.		Terms		
07/14/16			Up-Fit Shop		Origin		Net 45		
Purchase Order Number			Sales Person					Required	
			Derek Marchini					07/14/16	
Quantity			Item Number	Description	Unit Price	Amount			
Required	Shipped	B.O.							
40X28X12									
2			1-HDW-25-GSSI	Troy Heavy Duty Gas Shock	17.00	34.00			
1			AC-UV-TRAY-H	Troy Rear Electroics Tray	173.00	173.00			
1			C-VS-1400-INU1	Havis 14" Console fits '13 FPI Utility	205.00	205.00			
2			C-EB20-112	Havis 2pc Faceplate fits TK5720/5820	23.00	46.00			
1			C-EB40-SSP-1P	Havis 4" Faceplate fits PA300-CN/SSP3000	25.00	25.00			
1			C-CUP2-E-C	Havis Dual Cup Holder External	28.00	28.00			
1			C-ML-MLB-LED	Havis Gooseneck LED Maplight	117.00	117.00			
1			C-ADP-101	Havis Fixed Adapter Plate	35.00	35.00			
1			C-HDM-153	Havis Heavy Duty Vehicle Mount	82.00	82.00			
1			C-HDM-202	Havis Telescoping Pole 8.5"	119.00	119.00			
1			C-MD-102	Havis Swing Arm w/Motion	235.00	235.00			
1			C-HDM-401	Havis Side Arm Support	49.00	49.00			
1			C-MC	Havis Console Mic Clip	10.00	10.00			
1			C-MCB	Havis Console Mic Clip Bracket	14.00	14.00			
2			C-FP-3	3" Blank Havis Face Plate	19.70	39.40			
1			7160-0318-04	GJ Docking Station for Panasonic CF30/31. No RF. w/Internal P.S.	985.00	985.00			

Thank You  
July 18, 2016 Council Packet



# Estimate

160 North Broadway  
Fresno, CA 93701-1592

Customer No.: SELMAPD  
Quote No.: 6068

Phone: (559) 233-8818 (559) 268-8506

Quote To: **City of Selma Police Dept**  
1935 East Front St  
Selma, CA 93662-0000

Ship To: **City of Selma Police Dept**  
1935 East Front St  
Selma, CA 93662

Phone: (559) 891-2228

Fax:

Date			Ship Via		F.O.B.		Terms		
07/14/16			Up-Fit Shop		Origin		Net 45		
Purchase Order Number			Sales Person					Required	
			Derek Marchini					07/14/16	
Quantity			Item Number	Description	Unit Price	Amount			
Required	Shipped	B.O.							
1			FPI13-LR	Emergency Door Lock Release for Prisoner Compartment	69.00	69.00			
1			780	Switchcraft Plug	10.79	10.79			
2			5080	Relay	12.59	25.18			
1			MATERIALSFEE	Installation Material Bundle	100.00	100.00			
1			LAISREG	Shop Installation Complete Patrol Vehicle build - FPI Utility 2016	2160.00	2160.00			
				Unit#					
				Ford Explorer 2016					
				Lic# Vin#*					

Quote subtotal	14686.37
Sales tax @ 8.22500%	1030.29
Quote total	15716.66

We appreciate your continued patronage

Thank You  
July 18, 2016 Council Packet

## Myron Dyck

---

**From:** Dian McKenzie <DMckenzie@co.tulare.ca.us>  
**Sent:** Wednesday, July 13, 2016 12:52 PM  
**To:** Myron Dyck  
**Subject:** RE: Graphics quote

I can not do a roof wrap.

But the vehicle would be \$334.80 this includes tax.

Thank You,

Dian McKenzie  
Graphics and Vinyl Tech.  
Tulare County Sheriff's Department  
(559) 735-1682

>>> Myron Dyck <[MyronD@cityofselma.com](mailto:MyronD@cityofselma.com)> 7/12/2016 8:41 AM >>>  
No, for an entire vehicle on the Ford Explorer.

Lt. Myron Dyck  
Selma Police Department  
1935 E. Front Street  
Selma, CA 93662  
(559) 891-2228

-----Original Message-----

From: Dian McKenzie [<mailto:DMckenzie@co.tulare.ca.us>]  
Sent: Monday, July 11, 2016 7:15 AM  
To: Myron Dyck  
Subject: Re: Graphics quote

Do you mean just roof numbers?

Thank You,

Dian McKenzie  
Graphics and Vinyl Tech.  
Tulare County Sheriff's Department  
(559) 735-1682

>>> Myron Dyck <[MyronD@cityofselma.com](mailto:MyronD@cityofselma.com)> 7/8/2016 4:30 PM >>>  
Dian, please provide me a quote for our graphics on both painted doors, and on top of a door and roof wrap.

Thank You

Lt. Myron Dyck

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

July 18, 2016

**ITEM NO:** 3.

**SUBJECT:** Consideration and Necessary Discussion on Funding Allocation for Public Safety, Capital and Infrastructure Improvements through the 2016-17 State Budget Process.

**BACKGROUND:** During the September 2, 2014 Selma City Council meeting, City Manager Grey provided and discussed a Capital Expenditure Plan that discussed several improvement projects including but not limited to a new Police Station. Subsequently, Council approved an agreement for professional services on the architectural plans for a proposed police station with DSJ Architects on November 16, 2015. Staff has been working with lobbyist firm, CrisCom in securing funding sources for the development and construction of a new Police Emergency Operations Facility, and on December 18, 2015 Council adopted Resolution No.2015- 77R, In Support of a Funding Allocation For Public Safety Capitol and Infrastructure Improvements Through the 2016-17 State Budget Process. Most recently, during the last Council meeting on July 5, 2016, Council moved the project forward by adopting Resolution No. 2016 - 51R, A Resolution Determining that the Public Interest and Necessity Demand The Acquisition And Development Of Certain Municipal Improvements with Financing Through Issuance of General Obligation Bonds (Police Station Construction), for a portion of the projected construction costs.

**DISCUSSION:** Staff has been notified that the allocation request has been successfully funded for \$4,000,000, one-half of the projected \$8,000,000 construction costs for a new police department facility. Attached is the section of the appropriation from the State Budget.

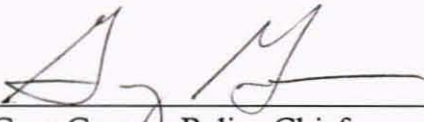
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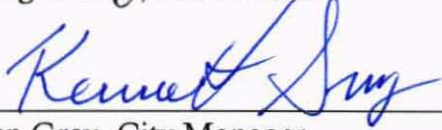
**RECOMMENDATION:** This is a report and discussion item. No action is requested.

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\_\_\_\_\_  
Greg Garner, Police Chief

7/13/16  
\_\_\_\_\_  
Date

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

7-15-2016  
\_\_\_\_\_  
Date

**Senate Bill No. 826**

**CHAPTER 23**

An act making appropriations for the support of the government of the State of California and for several public purposes in accordance with the provisions of Section 12 of Article IV of the Constitution of the State of California, relating to the state budget, to take effect immediately, budget bill.

[Approved by Governor June 27, 2016. Filed with  
Secretary of State June 27, 2016.]

**LEGISLATIVE COUNSEL'S DIGEST**

SB 826, Leno. Budget Act of 2016.

This bill would make appropriations for the support of state government for the 2016–17 fiscal year.

This bill would declare that it is to take effect immediately as a Budget Bill.

Appropriation: yes.

*The people of the State of California do enact as follows:*

**Page 438**

5227-109-0001—For local assistance, Board of State  
and Community Corrections..... 10,150,000  
Schedule:  
(1) 4945-Corrections Planning and  
Grant Programs..... 10,150,000  
Provisions:  
1. The funds appropriated in this item shall be  
made available for the construction, renovation,  
or relocation of police department facilities as  
follows:  
(a) \$4,000,000 to the City of Huron  
(b) \$4,000,000 to the City of Selma  
(c) \$1,200,000 to the City of Firebaugh  
(d) \$950,000 to the City of Mendota

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

July 18, 2016

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**ITEM NO:**

4.

**SUBJECT:**

Consideration and necessary discussion on survey report from Godbe Research to gauge voter sentiment for funding of construction of a new police station

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**DISCUSSION:** During the May 2, 2016 Council meeting, Council unanimously approved the bid from Godbe Research for the retention of surveying to gauge voter sentiment for funding of construction of a new police station.

Staff will be presenting a power point presentation during tonight's Council meeting.

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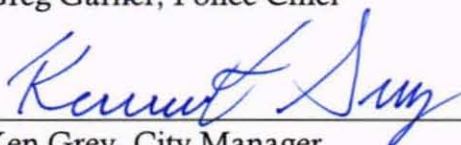
**RECOMMENDATION:** This is a report and discussion item. No action is requested.

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\_\_\_\_\_  
Greg Garner, Police Chief

7/12/16  
\_\_\_\_\_  
Date

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

7-12-2016  
\_\_\_\_\_  
Date

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**ITEM NO:** 5.

**SUBJECT:** Consideration and Necessary Action on an Ordinance of the City Council Ordering the Submission of a General Bond Proposition to the Qualified Voters of the City of Selma at the General Election to be Held on November 8, 2016 for the Purpose of the Acquisition and Construction of a Local Police Station and Associated Improvements.

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**DISCUSSION:** A City has the authority to issue General Obligation Improvement Bonds, and to finance repayment of those Bonds with a property tax levy against all taxable property in the City, but, the bond issuance and tax levy both need to be approved by the voters and can be approved as one ballot measure or proposition. The Ordinance simply calls an election and includes all of the details required by statute for calling an election on the issuance of General Obligation Improvement Bonds including the principal amount of the Bonds, maximum interest rate, conduct of the election, consolidation of the election and the nature of the tax levies with a specific statement that reflects the average tax rate required to be levied against property within the City in order to pay for the principal and interest on the bonds.

The Ordinance provides for issuance of bonds totaling \$4,000,000, at a maximum interest rate of 6% (the anticipated interest rate is well below that amount) and for assessing, on average, approximately \$16.00 per \$100,000 in assessed value against property in the City.

The Ordinance is required to be adopted by a two-thirds vote of the Council.

The Ordinance must be delivered to the Elections Office in Fresno County on or before August 12.

<b><u>COST:</u></b> <i>(Enter cost of item to be purchased)</i>	<b><u>BUDGET IMPACT:</u></b> <i>(Enter amount this non-budgeted item will impact this years' budget – if budgeted, enter NONE).</i>
\$3,000-\$5,000 for placing measure on Nov. 16 Ballot (Estimated). \$15,000-20,000 for placing measure on 2017 Ballot. (Estimated). Any bonds authorized are to be repaid by the levy of property taxes so there is no other direct cost to the General Fund.	Fund 204, Public Safety Fund
<b><u>FUNDING:</u></b> <i>(Enter the funding source for this item – if fund exists, enter the balance in the fund).</i>	<b><u>ON-GOING COST:</u></b> <i>(Enter the amount that will need to be budgeted each year – if one-time cost, enter NONE).</i>
Funding Source: Not applicable.  Fund Balance:	Not applicable.

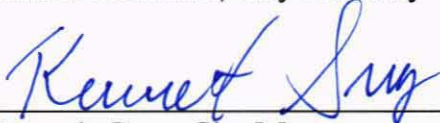
**RECOMMENDATION:** Adopt Ordinance ordering submission of a General Obligation Bond Proposition of the qualified voters (November 8, 2016) for the purpose of the acquisition and construction of a local police station and associated improvements.

/s/ Neal E. Costanzo

07/12/16

Neal E. Costanzo, City Attorney

Date

  
Kenneth Grey, City Manager

7-12-2016  
Date

We   
Kenneth Grey, City Manager

and

  
Isaac Moreno, Finance Manager

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

ORDINANCE NO. 16-\_\_\_\_\_

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**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA ORDERING THE SUBMISSION OF A GENERAL OBLIGATION BOND PROPOSITION TO THE QUALIFIED VOTERS OF THE CITY OF SELMA AT THE GENERAL ELECTION TO BE HELD ON NOVEMBER 8, 2016, FOR THE PURPOSE OF THE ACQUISITION AND CONSTRUCTION OF A LOCAL POLICE STATION AND ASSOCIATED IMPROVEMENTS**

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The City Council of the City of Selma, California (the "City") does ordain as follows:

**WHEREAS**, under the direction of the City Council, Staff has retained an architectural firm with expertise in design of structures which has designed a Police Station and Associated Improvements which is estimated to cost approximately \$8,000,000; and

**WHEREAS**, the Selma Police Department currently occupies an old, dilapidated structure which is used as its only Police Station and the current condition of that Police Station is not conducive to or adequate for the provision of public safety, crime suppression and prevention and police services within the City of Selma; and

**WHEREAS**, the City Council did determine by resolution adopted at a regular meeting held on July 5, 2016, by a two-thirds vote of all its members, that the public interest and necessity demand the acquisition and construction and completion of municipal improvements consisting of the acquisition and construction of a police station and associated improvements (the "Police Station Improvements"), and the Police Station Improvements are necessary and convenient to carry out the objects, purposes and powers of the City, and that the indebtedness will require expenditure greater than an amount allowed for by the annual tax levy of the City; and

**WHEREAS**, the City will receive a budget allocation from the State of California in the amount of \$4,000,000 to partially fund the estimated \$8,000,000 Police Station, and has retained through Police Department Impact Fees and sales tax revenues additional funds for the funding of the Police Station Improvements; and

**WHEREAS**, in order to provide for the issuance by the City of its general obligation bonds to finance the \$4,000,000 balance of the estimated cost of the Police Station Improvements described in the aforementioned Resolution of Necessity, it is necessary for the City Council to pass an ordinance ordering the submission of the

proposition of incurring bonded indebtedness for such purpose to the qualified voters of the City at a regular municipal election; and

**WHEREAS**, the City Council desires to submit said ballot measure to the qualified voters of the City at an election to be held in the City on November 8, 2016, and to consolidate the bond election with the general state-wide election held within the City on that date.

**NOW, THEREFORE**, it is ordered as follows:

Section 1. Recitals. That the above recitals are true and correct.

Section 2. Call for Election. That an election is called and ordered and shall be held in the City of Selma on November 8, 2016. At that election there shall be submitted to the qualified voters of the City the question of incurring a bonded indebtedness by the City for the object and purpose set forth in the ballot measure appearing in Section 3, below.

Section 3. Ballot Proposition. The City Council hereby submits to the qualified voters of the City at the regular election to be held on November 8, 2016, a proposition on issuing the bonds in substantially the following form:

<b>CITY OF SELMA MEASURE P</b>  CITY OF SELMA CRIME FIGHTING/9-1-1 CONSTRUCTION BOND MEASURE: To update crime-fighting/9-1-1 dispatch technology at the Selma police operations center to reduce crime/gang violence, improve video policing, officer location/dispatch technology, rapid response, and ensure the operations center will survive an earthquake or disaster; shall Selma issue \$4,000,000 in bonds at legal rates, requiring average debt service of \$230,000 annually, for 30 years, by assessing \$16 per \$100,000 of assessed value, requiring financial audits, citizen oversight, and funds be spent in Selma?	YES
	NO

Section 4. Object and Purpose of Bonds. The object and specific single purpose of issuing the bonds is the acquisition, construction and improvement of a police station in the City of Selma and the proceeds of the bonds may only be applied to that purpose.

Section 5. Estimated Cost of Police Station Improvements. The estimated cost of the Police Station Construction and Associated Improvements is \$8,000,000. The

estimated cost includes legal and other fees, and other costs and expenses, which are incidental to or connected with the authorization, issuance and sale of the bonds. The City has, or will, receive \$4,000,000 from a State budget allocation toward the acquisition, construction and improvement of the new police station, and has retained additional funds dedicated to that purpose and proposes to fund the balance, \$4,000,000 by the issuance and sale of the bonds.

Section 6. Principal Amount of the Bonds. The principal amount of the bonds shall not exceed \$4,000,000.

Section 7. Maximum Interest Rate. The maximum rate of interest to be paid on the bonds shall be 6% per annum.

Section 8. Issuance and Sale of Bonds. The City proposes to acquire, construct and develop the Police Station and to finance a portion of the total cost by issuance of the bonds pursuant to Article 1 commencing with Section 43600 of Chapter 4 of Division 4 of Title 4 of the California Government Code, or Article 4.5, commencing with Section 53506, of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, in one or more series, in the maximum amount and for the objects and purposes set forth above if two-thirds of all qualified voters voting on the proposition set forth above vote in favor thereof. The bonds will be general obligations of the City payable from and secured by taxes levied and collected in the manner prescribed by laws of the State of California. All of the bonds are to be equally and ratably secured without priority, by the taxing power of the City.

Section 9. Consolidation, Manner of Conducting Election. The date of the election is November 8, 2016. The election shall be held and conducted, election officers appointed, voting precincts designated, ballots printed, polls opened and closed, ballots counted, and returned, returns canvassed, results declared and all other proceedings incidental and connected with the election shall be regulated and done in accordance with the provision of law relating to the election as specified herein. The City Council has requested pursuant to this ordinance, that the Board of Supervisors of Fresno County (the "County"), and the Fresno County Elections Office the consolidation of the called municipal election with any other election to be held within the City on said date.

Section 10. Procedure for Voting on Proposition. Ballots for the election shall be provided in the form and in the number provided for by law. Voters shall be provided an opportunity to vote for or against the proposition on the ballot, in accordance with the procedures to be adopted by the authorized officers of the County charged with conducting the election.

Section 11. Tax Levies on Taxable Property in the City. If the aforementioned bonds are authorized and sold, principal and interest on the bonds will be payable only from the proceeds of tax levies made upon taxable property in the City. Attached and incorporated by reference as Exhibit A is the Tax Rate Statement concerning Measure P providing the information required by Sections 9400 through 9409 of the Elections Code of the State of California and the tax rate statement concerning Measure P is authorized to be executed by the Mayor, on behalf of the City of Selma and accurately contains the information concerning the best estimate of the tax rate which would be required to be levied to fund the bond issuance, in accordance with the foregoing provisions and the best estimate of the highest tax rate which would be required to be levied to fund this bond issuance.

Section 12. Accountability Requirements. In accordance with Sections 53410 and 53411 of the California Government Code, the City Council hereby adopts the following accountability requirements relating to the bonds:

(A) A separate account called Police Station Construction Designated Fund shall be created and held by the City, and to which the proceeds of the bonds are deposited.

(B) The Chief Fiscal Officer of the City shall file a report with the City Council no later than January 1, 2017, and at least once a year thereafter, showing the amount of the bond proceeds collected and expended, and the status of the project to be financed from the proceeds of the bonds.

(C) A citizen's oversight committee composed of three voters of the City of Selma shall be formed and will be charged with an annual review of all bond proceeds expenditures and an annual report to the City Council regarding their findings as to those expenditures.

Section 13. Publication of Ordinance. This ordinance shall be published once a day for at least seven days in a newspaper published at least six days a week in the City, or once a week for two weeks in a newspaper published less than six days a week in the City. The first of said publication shall, in either event, be within 15 days after the adoption of this ordinance. The City Clerk is hereby authorized and directed to make said publications and to transport for receipt, no later than August 11, 2016 a certified copy of this ordinance to the appropriate officials in the County responsible for preparing the ballots for said election.

Section 14. Effective Date. This ordinance shall become effective immediately upon its adoption by two-thirds of all of the members of this Council.

The foregoing Ordinance was introduced and read at a regular meeting of the City Council held on July 18, 2016, and was passed, approved and adopted at a regular meeting of the City Council held on August 1, 2016 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTENTION: 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

APPROVED AS TO FORM:

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Neal E. Costanzo, City Attorney

**CITY MANAGERS'S STAFF'S REPORT**  
**CITY COUNCIL MEETING DATE:**

**July 18, 2016**

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**ITEM NO:**

**SUBJECT:**

6. Consideration and necessary action on Resolution of Necessity of City of Selma for the Acquisition of Real Property that is Vacant Land owned by Walmart Stores, Inc. and consisting of 17,529.3 Sq. Ft. of the Property Identified as Assessor's Parcel No. 385-260-02 and Authorizing and Empowering the City Attorney to file suit in Eminent Domain and to Acquire such Property interest and to apply for an Order of Possession before Judgment.

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**DISCUSSION:**

Because of the commercial developments occurring in the vicinity of the southwest corner of Highway 99 and Floral Avenue, the City must acquire property on and along Floral Avenue in the vicinity of Highway 99 to make street and traffic improvements that are required mitigation measures for the commercial projects that are currently ongoing in that vicinity.

The Resolution is a standard Resolution of Necessity required by the Eminent Domain Law and is a prerequisite to filing suit against Walmart Stores, Inc. to acquire the 17,529.3 sq.ft. of property on the North side of the real property that is identified as Assessor's Parcel No. 385-260-02. The City procured an appraisal on the property which valued the 17,529.3 sq.ft. of such property at \$36,500. The City has made the required statutory offer in that amount, as supported by the appraisal to Walmart Stores, Inc. and has simultaneously provided Walmart Stores, Inc. with Notice that the City Council will be considering adoption of this Resolution of Necessity at its meeting of this date.

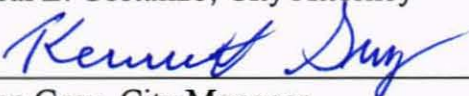
Walmart has, unfortunately, failed to even respond to repeated offers by the City to purchase this property. The improvements are required to be performed in relatively short order to allow the commercial projects to continue to proceed. Accordingly, the City Council is requested to adopt this Resolution of Necessity making the findings and determinations required by the Eminent Domain Law, authorizing the City Attorney to deposit with the Court the amount determined to be just compensation for the acquisition of this property, \$36,500. And to apply for Order for immediate possession and use of the property so that the traffic improvements at this location may be completed forthwith.

<b><u>COST</u></b>		<b><u>BUDGET IMPACT:</u></b>
<b>\$36,500. From the appropriate impact fee account</b>		<b>N/A, Fund are being used from impact fee accounts which exist for this purpose.</b>
<b><u>FUNDING:</u></b>		<b><u>ON-GOING COST:</u></b>
Funding Source: <b>401 Streets &amp; Traffic Development Impact</b>		N/A
Fund Balance: <b>\$1,095,560.98</b>		

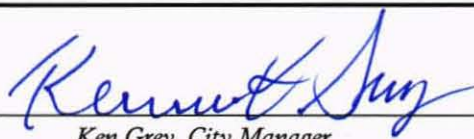

**RECOMMENDATION:** Adopt Resolution of Necessity and Authorizing City Attorney to file suit in Eminent Domain and to obtain appropriate Orders for possession before judgment.

Neal E. Costanzo  
Neal E. Costanzo, City Attorney

July 14, 2016  
Date

  
Ken Grey, City Manager

7-14-2016  
Date

We  and   
Ken Grey, City Manager Isaac Moreno, Finance Manager

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

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

**A RESOLUTION OF NECESSITY OF THE CITY COUNCIL OF THE CITY OF SELMA FOR THE ACQUISITION OF REAL PROPERTY OWNED BY WALMART STORES, INC. AT THE SOUTHWEST COURNER OF HIGHWAY 99 AND FLORAL AVENUE CONSISTING OF 17,529.3 SQ. FT. OF THE 39.63 ACRES OF VACANT LAND IDENTIFIED AS ASSESSOR PARCEL No 385-260-02 AND AUTHORIZING THE CITY ATTORNEY TO FILE SUIT IN EMINENT DOMAIN TO AQUIRE SUCH PROPERTY AND TO APPLY FOR ORDER OF POSSESSION BEFORE JUDGMENT**

**WHEREAS**, the City Council of the City of Selma has determined that a need exists for construction certain street and road improvements at the southwest corner of Floral Avenue and Highway 99 in the City of Selma (the "Project"); and

**WHEREAS**, certain privately owned property interest will be required to accomplish the Project; and

**WHEREAS**, the property interest consists of 17,529.3 sq. ft. of the property that is on the north side of Parcel No. 385-260-02 and the owner of record of said is Walmart Stores, Inc.; and

**WHEREAS**, on June 23, 2016, Walmart Stores, Inc. was given notice that the City Council of the City of Selma would consider adoption of this Resolution of Necessity on July 18, 2016, at 6:00p.m. in the City Council Chambers located at Selma City Hall, 1710 Tucker Street, Selma, California and at said time and place all interested parties were given an opportunity to be heard; and

**WHEREAS**, the acquisition of the real property interest described above is necessary and required for completion of the Project; and

**NOW, THEREFORE, BE IT RESOLVED**, that based on the evidence presented and the findings set forth above, the City Council of the City of Selma, by a two-thirds or more vote of its members under Code of Civil Procedure §1240.030 and 1245.230, finds, determines and declares and resolves the following:

1. The public interest and necessity require the Project.
2. The Project is planned or located in the manner that will be most compatible with the greatest good and least the least private injury.
3. The property interest set forth in the recitals, incorporated into this Resolution by reference, is necessary for the Project.

4. The offer required by Government Code §7267.2(a), together with the accompanying statements and summaries of the basis of the amounts established as just compensation for the property interest to be acquired were made to the owner of record which offers and accompanying statements/summaries were in a form and contained all the factual disclosures required by Government Code §7267.2(a).
5. All conditions and statutory requirements necessary to exercise the power of eminent domain ( the right to take) to acquire the property interest referred to in the recitals above have been complied with by the City.

AND BE IT FURTHER RESOLVED that the City Attorney is hereby authorized and empowered;

- (a) To commence and maintain a proceeding in the Superior Court of the State of California to acquire for the City of Selma the real property interest set forth in the recitals of this Resolution appearing above.
- (b) To prepare or have prepared and to prosecute or retain Counsel to prosecute in the name of the City of Selma such proceeding in the proper Court as is necessary for such acquisition.
- (c) To deposit the probable amount of compensation based on an appraisal, and to apply to the Court for an Order permitting the City of Selma to take immediate possession and use of the identified property interest for the public uses and purposes referred to in this Resolution.
- (d) To make application to the Court for and Order of Possession before Judgment in these proceedings.

AND BE IT FURTHER RESOLVED that the Chief Financial Officer of the City is hereby empowered to draw its warrant or check against the appropriate account in the amount of probable compensation as required by law or as the Court may direct, the warrant or check to be made payable to the State Treasury and delivered to the City Attorney for deposit with the payee as security for the Order of Possession before the Judgment.

AND BE IT FURTHER RESOLVED that the City Clerk is authorized and directed to accept a deed to the real property described above for and on behalf of the City of Selma, and to execute an Agreement for the acquisition of said real property if settlement in the proceedings can be mutually agreed to and reached with the Defendants therein.

The foregoing Resolution was duly approved by the Selma City Council at a regular meeting held on the 18<sup>th</sup> day of, July 2016, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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Scott Robertson, Mayor of  
City of Selma

ATTEST:

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Reyna Rivera, City Clerk for  
The City of Selma



# Selma Police Department

## POLICE DEPARTMENT BI-WEEKLY COUNCIL UPDATE

(7/1/16 – 7/15/16)

### Crime Trends

- Over the last 28-day period, Selma experienced a 15% increase in total crime. Violent crime rose 25%, again fueled by an increase in Domestic Violence incidents (4 to 6) reported than in the previous reporting period. Robbery decreased by 80% (5 to 1). Property crime rose (after 2 consecutive months of reduction) by 33% (21 to 28).

### SIGNIFICANT CALLS FOR SERVICE

- 7-1-16: At 12:45am, officers were dispatched to 1675 Nelson Blvd (The Lakes) in regards to approximately 3 shots fired. The reporting party advised a male subject had been shot near the pool. Officers arrived on scene and located Alex Saldivar, 01-05-93 of Selma. Alex was extremely intoxicated and uncooperative. Initially Alex advised he had been shot but upon examining him no Gun Shot Wound was located. A 40 caliber shell casing was located on the scene and as well as two rounds, one embedded in the wall near #721, the other on the ground which appeared to have ricocheted. Officers made contact at #721, the unit Alex was attempting to make contact at. After gaining consent to search the residence, a 40 cal Glock magazine with approximately 8 rounds loaded, was located within the residence. Officers questioned the occupants and searched for the weapon but it was not located. One female reported that she had brought the magazine inside after locating it on the ground outside. Alex was would not provide any further information. Through questioning of the occupants at #721 it appeared Alex had been in a disturbance with at least one other male subject. The male subject allegedly pulled out the firearm and the two struggled with the weapon at which time two rounds were fired. At some point the magazine was dropped out and the unknown subject struck Alex on the head with the weapon.
- 7-2-16: At approx. 11:50pm, Officers responded to the area of the 2100 block of Yerba St regarding a drive by shooting. Upon arrival Officers located (12) 9mm casings in the street, and the target residence was directed at 2131 Yerba St. The residence was occupied at the time, however, no one was injured. Neither of the tenants were able to provide info on any vehicle, nor subjects involved. Officers canvassed the area and contacted a (2) witnesses at 2141 Yerba St. It was founded that there were at least two subjects in front of the 2131 Yerba St and seen run to the backyard of that residence. The subjects then ran eastbound in the alleyway. Cameras at



# Selma Police Department

Sheridan/Valleyview were checked, however, the preset angle of the cameras were not able to capture and confirm any further information.

## Personnel

- One (1) sergeant remains off work due to industrial injuries. We have one (1) full-time sworn position vacant, and have received a letter of resignation for an officer who has taken a job with the Dinuba Police Department. We are continuing the process to fill the two (2) Emergency Service Dispatchers positions that opened when our positions were accepted with other agencies.

## Special Events

- The Bringing Broken Neighborhood's Back to Life collaboration held its third event of the year on Saturday, July 9<sup>th</sup>, hosted by the SMART Center & The Boys & Girls Club at their facility at Sheridan @ Valleyview. Over 300 people attended the event.
- The next scheduled event in the BBNBTL series is scheduled for Saturday, August 27<sup>th</sup>, hosted by Valley Life Church.