

ITEM NO: 1.a.

**SUBJECT:** Consideration of a Professional Services Agreement with The CrisCom Company for governmental relations services.

**DISCUSSION:** The City has contracted with CrisCom since December 2015. Since that time, CrisCom has been advocating on State and Federal levels for infrastructure funding.


Attached is the proposed agreement, which does not reflect a monetary amount change. In addition, there are no changes to scope of work or terms.

Scope of Work /Services will include the following:

- Represent Selma as the City's advocate in Sacramento, CA and Washington, D.C.
- Help position Selma for federal and state funds through grants and appropriations
- Build relationships with elected and appointed federal and state officials
- Advocate for and on behalf of the City on pertinent issues

<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>
\$54,600		
<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:  406-Sewer Impact:  Fund Balance:		

**RECOMMENDATION:** Approve the Professional Services Agreement with The CrisCom Company.

  
Isaac Moreno, Acting City Manager

8-17-18  
Date

## **CITY OF SELMA**

### **PROFESSIONAL SERVICES AGREEMENT**

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of September 1, 2018 ("Effective Date"), between the City of Selma, a municipal corporation ("City") and CRISCOM PUBLIC RELATIONS, INC., A CALIFORNIA CORPORATION ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

### **RECITALS**

**WHEREAS**, City desires to engage Consultant to perform the services described herein, and Consultant desires to perform such services in accordance with the terms and conditions set forth herein.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

#### **1. TERM**

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than August 31, 2019, unless sooner terminated pursuant to the provisions of this Agreement.

#### **2. SERVICES**

(a) Consultant shall perform the tasks ("Services") described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. ("Scope of Services"). Tasks other than those specifically described in the Scope of Services shall not be performed without prior written approval of the City. The Services shall be performed by Consultant, unless prior written approval is first obtained from the City. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail.

(b) City shall have the right to request, in writing, changes to the Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the City and in a first-class manner in conformance with the standards of quality normally observed by an entity providing governmental relations and lobbyist services, serving a municipal agency.

(d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the Political

Reform Act (Government Code Section 81000 *et seq.*)). During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working on the Effective Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute or law; and (ii) City has not consented in writing to Consultant's performance of such work. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et. seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

(e) Consultant represents that it has, or will secure at its own expense, all licensed personnel required to perform the Services. All Services shall be performed by Consultant or under its supervision, and all personnel engaged in the Services shall be qualified and licensed to perform such services.

### **3. MANAGEMENT**

City's City Manager shall represent the City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but shall have no authority to modify the Services or the compensation due to Consultant.

### **4. PAYMENT**

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Fifty-Four Thousand Six Hundred Dollars (\$54,600) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement. Notwithstanding the foregoing, the City Manager shall have the authority to approve travel payments which may cause the compensation to exceed the amount set forth herein.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

(c) As compensation for services rendered under this Agreement, Selma will pay CrisCom four thousand five hundred dollars (\$4,500) on the first of each month, upon receipt of an invoice detailing the Services provided. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

## **5. SUSPENSION OR TERMINATION OF AGREEMENT**

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least thirty (30) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant shall submit an invoice to the City pursuant to Section 4 of this Agreement.

## **6. OWNERSHIP OF DOCUMENTS**

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to review such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office, and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other

documents prepared by Consultant in the course of providing the services under this Agreement. All reports, documents, or other written material developed by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

## **7. INDEMNIFICATION**

### **(a) Indemnity for professional liability**

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or Subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

### **(b) Indemnity for other than professional liability**

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

(c) **DUTY TO DEFEND.** In the event the City, its officers, employees, agents and/or volunteers are made a party to any action, claim, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by City, Consultant shall have an immediate duty to defend the City at Consultant's cost or at City's option, to reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

Payment by City is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Consultant and City, as to whether liability arises from the sole negligence of the City or its officers, employees, or agents, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the City as solely negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

**8. INSURANCE**

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached hereto and incorporated herein by reference.

**9. INDEPENDENT CONSULTANT**

(a) Consultant is and shall at all times remain as to the City a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultants exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

**10. LEGAL RESPONSIBILITIES**

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

**11. UNDUE INFLUENCE**

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

**12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES**

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her

tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

### **13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order. (b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Consultant is prohibited by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

### **14. NOTICES**

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

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

With a Copy To: Bianca Sparks Rojas, City Attorney  
Casso & Sparks, LLP  
13200 Crossroads Parkway North, Suite 345  
City of Industry, CA 91746

To Consultant:

The Criscom Company  
Attn: Chuck Jelloian  
9550 Topanga Canyon Blvd.  
Chatsworth, CA 91311

**15. ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City.

Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide City with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include an indemnity provision similar to the one provided herein and identifying City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

Notwithstanding Consultant's use of any subconsultant, Consultant shall be responsible to the City for the performance of its subconsultant as it would be if Consultant had performed the Services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the City and any subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants. Consultant shall indemnify, defend and hold harmless the Indemnified Parties for any claims arising from, or related to, the services performed by a subconsultant under this Agreement.

**16. GOVERNING LAW/ATTORNEYS' FEES**

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court in Fresno County, California. If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of or relating to the Services provided by Consultant under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled.

**17. ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force or effect. Each party is



entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

**18. SEVERABILITY**

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

**19. COUNTERPARTS**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

**20. CAPTIONS**

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and shall have no significance in the interpretation of this Agreement.

**21. WAIVER**

The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

**22. REMEDIES**

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

**23. AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of the

Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

**“CITY”**  
**City of Selma**

**“CONSULTANT”**  
The Criscom Company

By: \_\_\_\_\_  
Jim Avalos, Mayor

By: \_\_\_\_\_  
Chuck Jelloian, CEO

**Attest:**

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

**Approved as to form:**

By: \_\_\_\_\_  
Bianca Sparks Rojas, City Attorney

Attachments:	Exhibit A	Scope of Services
	Exhibit B	Rate Schedule
	Exhibit C	Insurance Requirements

## EXHIBIT A

### SCOPE OF SERVICES

Consultant shall provide the following services:

- Represent Selma as the City's advocate in Sacramento, CA and Washington, D.C.
- Help position Selma for federal and state funds through grants and appropriations
- Build relationships with elected and appointed federal and state officials
- Advocate for and on behalf of the City on pertinent issues

EXHIBIT B

RATE SCHEDULE

INSERT RATE SCHEDULE

As compensation for services rendered under this Agreement, City will pay CrisCom four thousand five hundred dollars (\$4,500) each month. In addition, Selma shall pay to CrisCom reimbursement for travel expense at mileage rates as established by the Internal Revenue Service; however, any reimbursement of more than \$50.00 in any month must be approved by the City Manager before any expense is incurred.

## EXHIBIT C

### INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of City, and prior to commencement of the Services, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to the City.

**General liability insurance.** Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

**Automobile liability insurance.** Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000.00 combined single limit for each accident.

**Professional liability (errors & omissions) insurance.** Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

**Workers' compensation insurance.** Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000.00).

Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees and volunteers.

**Proof of insurance.** Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

**Duration of coverage.** Consultant 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 Services hereunder by Consultant, his agents, representatives, employees or subconsultants.

**Primary/noncontributing.** Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

**City's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant, or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

**Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

**Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

**Enforcement of contract provisions (non estoppel).** Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

**Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**Notice of cancellation.** Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

**Additional insured status.** General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

**Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

**Separation of Insureds.** A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

**Pass Through Clause.** Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

**City's right to revise specifications.** The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

**Self-insured retentions.** Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

**Timely notice of claims.** Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

**Additional insurance.** Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

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

August 20, 2018

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**ITEM NO:**

**SUBJECT:** 1.b. Consideration of the Supplemental Agreement No. 028-F with the State of California Department of Transportation, for preliminary engineering for design of roadway reconstruction on Project STPL-5096 (038), Nebraska Street from SR43 to Mitchell Avenue.

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**DISCUSSION:** On June 27, 2018, the California Department of Transportation ("Caltrans") issued form E-76, "Authorization to Proceed", and on August 9, 2018, issued a Finance Letter and Program Supplement Agreement No. 028-F ("Agreement") to the City, for the preliminary engineering portion of the above-listed project, Project No. STPL-5096 (038).

The project consists of improving Nebraska Avenue between State Route 43 and Mitchell Avenue.

This Agreement acknowledges that Caltrans will act as the administrator of the funds and that the City agrees to comply with the covenants and remarks as specified in said Agreement.

The attached Resolution approves the Agreement and authorizes the Acting City Manager to the Agreement on behalf of the City.

Gateway Engineering will provide preliminary engineering for the Project. Estimated cost of preliminary engineering is \$45,200 (Federal funds \$45,200; local match is \$0).



<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).
\$45,200		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: Federal Funding  Fund Balance:		None


**RECOMMENDATION:** Adopt Resolution approving Program Supplemental Agreement No. 028-F for preliminary engineering for roadway reconstruction design on Project STPL-5096 (038), Nebraska Street from SR43 to Mitchell Avenue, and authorize the Acting City Manager to execute the Agreement.

/s/ Daniel K. Bond

08/16/2016

\_\_\_\_\_  
Daniel K. Bond, City Engineer

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Isaac Moreno, Acting City Manager

8-17-18  
\_\_\_\_\_  
Date

RESOLUTION NO. 2018 – \_\_R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA,  
APPROVING PROGRAM SUPPLEMENT AGREEMENT NO. 028-F TO ADMINISTERING  
AGENCY-STATE AGREEMENT NO. 06-5096F15, FOR FEDERAL AID PROJECT NO. HSIP-  
5096(038) COVERING THE PRELIMINARY ENGINEERING FOR ROADWAY  
RECONSTRUCTION AND IMPROVEMENTS ON NEBRASKA STREET FROM SR43 TO  
MITCHELL AVE**

**WHEREAS**, the City of Selma is desirous of improving Nebraska Street from SR43 to Mitchell Avenue; and

**WHEREAS**, said project is eligible for Federal funding under STPL (Surface Transportation Program); and

**WHEREAS**, authorization to proceed with preliminary engineering (E-76) was issued by the Department of Transportation on June 27, 2018; and

**WHEREAS**, funds in the amount of \$45,200.00 have been obligated for preliminary engineering of said project; and

**WHEREAS**, said Agreement is administered by the State of California Department of Transportation (Caltrans); and

**WHEREAS**, Caltrans has prepared and submitted Program Supplement No. 028-F to Local Agency-State Agreement for Federal-Aid Project No. STPL-5096 (038) for the City's approval.

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

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

**Section 2.** The City Council hereby approves Program Supplement Agreement No. 028-F to Administering Agency-State Agreement No. 06-5096f15, attached hereto as Exhibit A, and incorporated herein by reference, and authorizes the City Manager to execute the Agreement.

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

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

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Selma on this 20th day of August 2018, by the following roll call vote:

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

ATTEST:

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

\_\_\_\_\_  
Jim Avalos, Mayor

**DEPARTMENT OF TRANSPORTATION**

Division of Local Assistance  
1120 N STREET  
P.O. BOX 942874, MS# 1  
Sacramento, CA 94274-0001  
TTY 711



File : 06-FRE-0-SEL  
STPL-5096(038)  
Nebraska St from SR43 to Mitchell  
Ave

August 9, 2018

Mr. Romeo Shiplee  
Public Works Director  
City of Selma  
1710 Tucker Street  
Selma, CA 93662

Dear Mr. Shiplee:

Enclosed are two originals of the Program Supplement Agreement No. 028-F to Administering Agency-State Agreement No. 06-5096F15 and an approved Finance Letter for the subject project. Please retain the signed Finance Letter for your records.

**Please note that federal funding will be lost if you proceed with future phase(s) of the project prior to getting the "Authorization to Proceed" with that phase.**

Please review the covenants and sign both copies of this Agreement and return both to this office, Office of Project Implementation - MS1 within 90 days from the receipt of this letter. If the signed Agreements are not received back in this office within 90 days, funds will be disencumbered and/or deobligated. Alterations should not be made to the agreement language or funding. ATTACH YOUR LOCAL AGENCY'S CERTIFIED AUTHORIZING RESOLUTION THAT CLEARLY IDENTIFIES THE OFFICIAL AUTHORIZED TO EXECUTE THE AGREEMENT ON THE AGENCY'S BEHALF. A fully executed copy of the agreement will be returned to you upon ratification by Caltrans. No invoices for reimbursement can be processed until the agreement is fully executed.

The State budget authority supporting the encumbered funds is only available for liquidation up to specific deadlines. These deadlines are shown on the attached Finance letter as the "Reversion Date". Please ensure that your invoices are submitted at least 60 days prior to the reversion date to avoid any lapse of funds. If your agency is unable to seek reimbursement by this date you may request an extension through a Cooperative Work Agreement (CWA). A CWA is subject to the final approval of the State Department of Finance. If approved, the CWA may extend the deadline for up to two years.

Your prompt action is requested. If you have questions, please contact your District Local Assistance Engineer.

Sincerely,

*Christian P. Jensen*

JOHN HOOLE, Chief  
Office of Project Implementation - South  
Division of Local Assistance

Enclosure

c: DLA AE Project Files  
(06) DLAE - James Perrault

DEPARTMENT OF TRANSPORTATION  
DIVISION OF ACCOUNTING  
LOCAL PROGRAM ACCOUNTING BRANCH

FINANCE LETTER

Date: 08/08/2018  
D\_CO\_RT: 06-FRE-0-SEL  
Project No: STPL-5096(038)  
Adv Project Id: 0618000265  
Agreement End Date: 06/01/2020

EA No:

Attention: City of Selma

FINANCE ITEMS	PRO RATA OR LUMP SUM	TOTAL COST OF WORK	FEDERAL PART. COST	FED. REIMB %	FEDERAL M24E	LOCAL
Agency Preliminary Engineering	Lump Sum	\$45,200.00	\$45,200.00	100.00%	\$45,200.00	\$0.00
Totals:		\$45,200.00	\$45,200.00	0.00%	\$45,200.00	\$0.00

Participation Ratio: 100.00%

This Finance Letter was created based on specific financial information provided by the responsible local agency. The following encumbrance history is prepared by Local Assistance Accounting Office and is provided here for local agency's information and action.

Signature: Christian P. Jensen

Title: HQ Senior Area Engineer

For questions regarding finance letter, contact:

Printed Name : Christian P. Jensen

Telephone No: 916-653-3085

Remarks: Toll Credits are being used in lieu of local funds for PE phase.

ACCOUNTING INFORMATION										STPL-5096(038)		Cooperative Work Agreement	
ADV. PROJECT ID	APPROP. UNIT	STATE PROG.	FED/STATE	ENCUMBRANCE AMOUNT	APPROP YEAR	EXPENDITURE AMOUNT	ENCUMBRANCE BALANCE	REVERSION DATE				APPROVED AMOUNT	EXPIRATION DATE
0618000265	18102F	2030010810	F	\$45,200.00	1718	\$0.00	\$45,200.00	06/30/23					

**PROGRAM SUPPLEMENT NO. F028**  
**to**  
**ADMINISTERING AGENCY-STATE AGREEMENT**  
**FOR FEDERAL-AID PROJECTS NO 06-5096F15**

**Adv Project ID** 0618000265  
**Date:** August 1, 2018  
**Location:** 06-FRE-0-SEL  
**Project Number:** STPL-5096(038)  
**E.A. Number:**  
**Locode:** 5096

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 06/27/18 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. approved by the Administering Agency on (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

**PROJECT LOCATION:**

Nebraska St from SR43 to Mitchell Ave

**TYPE OF WORK:** Road Rehabilitation/Widening

**LENGTH:** 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	M24E	\$45,200.00	LOCAL	OTHER
\$45,200.00			\$0.00	\$0.00

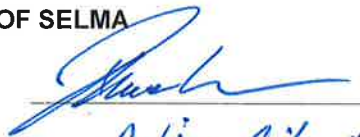
**CITY OF SELMA**

By

Title

Date

Attest

  
 Isaac Moreno  
 Acting City Manager  
 8-16-18

**STATE OF CALIFORNIA**

Department of Transportation

By

Chief, Office of Project Implementation  
 Division of Local Assistance

Date

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer

Date

\$45,200.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

**Claims Audits**  
3301 "C" Street, Rm 404  
Sacramento, CA 95816

REQUISITION NUMBER / CONTRACT NUMBER

061900000065

**Department of Transportation**

## Encumbrance Document

CITY OF SELMA

**\$45,200.00**

## Local Assistance

**ADA Notice:** For individuals with sensory disabilities, this document is available in alternate formats. For information, call (915) 654-6410 or TDD (916) -3880 or write Records and Forms Management, 1120 N. Street, MS-89, Sacramento, CA 95814.

**SPECIAL COVENANTS OR REMARKS**

1. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.
- B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).
- C. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.
- D. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

E. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

F. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-

**SPECIAL COVENANTS OR REMARKS**

assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

G. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

H. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at [www.sam.gov](http://www.sam.gov).

2. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of



**SPECIAL COVENANTS OR REMARKS**

Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

B. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures,

**SPECIAL COVENANTS OR REMARKS**

48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in

**SPECIAL COVENANTS OR REMARKS**

ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

3. In the event that right of way acquisition for or construction of this project of the initial federal authorization for preliminary engineering is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, the ADMINISTERING AGENCY shall repay the Federal Highway Administration through Caltrans the sum of Federal funds paid under the terms of this agreement.

**CITY MANAGER'S/STAFF'S REPORT**

**REGULAR CITY COUNCIL MEETING DATE:**

August 20, 2018

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**ITEM NO:**

1 . c .

**SUBJECT:** Consideration of a Resolution of the City Council of the City of Selma, California Amending the City Manager and Department Head Salary Schedule

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**DISCUSSION:** Section 36506 of the Government Code provides that the City Council shall, by resolution or ordinance, fix the compensation for all appointive officials and employees. Also, pursuant to Government Code 20636 and Section 570.5 of Title 2 of the California Code of Regulations, pay rates must be approved and adopted by the City Council and be publicly available in a salary schedule which identifies the position title, the pay rate for each position, which may be stated as a single amount or as multiple amounts within a range, and that indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually.

The attached City Manager and Department Head salary schedule reflects the adjusted base salaries for the City Manager and Department Heads, that were approved by the City Council through the 2018-19 Budget process and subsequent approval of same. Approving the attached City Manager and Department Head salary schedule will satisfy Sections 36506 and 20636 of the Government Code and Section 570.5 of Title 2 of the California Code of Regulations and will fix the compensation for those positions at the new adjusted base salaries.

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**RECOMMENDATION:** Adopt the Resolution Amending the City Manager and Department Head Salary Schedule

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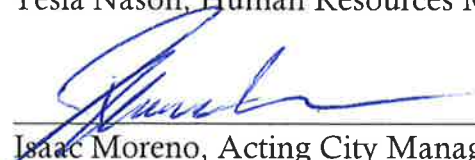
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Tesla Nason, Human Resources Manager

08/14/2018

Date



Isaac Moreno, Acting City Manager

8-17-18

Date

**RESOLUTION NO. 2018- \_\_\_\_ R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA  
AMENDING THE CITY MANAGER AND DEPARTMENT HEAD SALARY SCHEDULE**

**WHEREAS**, Section 36506 of the Government Code provides that the City Council shall, by Resolution or Ordinance, fix the compensation for all appointive officers and employees; and

**WHEREAS**, pursuant to Government Code 20636 and Section 570.5 of Title 2 of the California Code of Regulations pay rates shall be duly approved and adopted by the Governing Body in accordance with requirements of public meetings laws and be publicly available in a salary schedule which identifies the position title, the pay rate for each position, which may be stated as a single amount or as multiple amounts within a range, and that indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually; and

**WHEREAS**, it is necessary to amend the salary schedule due to salary adjustments that were approved through the annual budget process; and

**WHEREAS**, the City Council has heretofore by Resolution established salary provisions for the City Manager and Department Heads.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

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

Section 2. That any previous enacted salary schedules and subsequent amendments to the City Manager and Department Head salary provisions, shall be superseded by this Resolution.

Section 3. The City Council hereby adopts the amended salary schedule for the City Manager and the Department Heads of the City of Selma, which is attached hereto as "Exhibit A", and incorporated herein by reference.

Section 4. That the City Manager and Department Head salary schedule shall be effective July 1, 2018.

Section 5 Severability. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

Section 6 Effective Date. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

**PASSED, APPROVED AND ADOPTED** at a Regular Meeting of the City Council of the City of Selma on this 20<sup>th</sup> day of August 2018 by the following roll call vote:

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

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Jim Avalos, Mayor

ATTEST:

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Reyna Rivera, City Clerk

**CITY MANAGER  
DEPARTMENT HEADS  
EFFECTIVE JULY 1, 2018**

Position	Salary
<b>City Manager</b>	
Monthly	14,167.00
Biweekly	6,538.62
Hourly	81.73
<b>Assistant City Manager</b>	
Monthly	7,918.00
Biweekly	3,654.46
Hourly	45.68
<b>Community Development Director</b>	
Monthly	8,706.00
Biweekly	4,018.15
Hourly	50.23
<b>Communtiy Services Director</b>	
Monthly	6,918.00
Biweekly	3,192.92
Hourly	39.91
<b>Finance Director</b>	
Monthly	6,943.00
Biweekly	3,204.46
Hourly	40.06
<b>Fire Chief</b>	
Monthly	8,834.00
Biweekly	4,077.23
Hourly	50.97
<b>Police Chief</b>	
Monthly	9,144.00
Biweekly	4,220.31
Hourly	52.75
<b>Public Works Director</b>	
Monthly	6,652.00
Biweekly	3,070.15
Hourly	38.38

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

August 20, 2018

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**ITEM NO:**

1.d.

**SUBJECT:**

Consideration of Ordinance No. 2018-8 Amending Section 1-5-1 (Meetings) of Chapter 5 (Council) of Title 1 (Administrative) of the Selma Municipal Code, changing the method of establishing the date and time of regular City Council meetings. *Second Reading and adoption.*

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**DISCUSSION:** Pursuant to the provisions of Section 1-5-1(A) of the City's Municipal Code ("Code"), regular meetings of the City Council are on the first and third Mondays of each month at 6:00 pm. In order to allow the City Council to meet in closed session at 5:00 pm without the need to call a special meeting, it is necessary to amend the City's Code.

On August 6, 2018, Ordinance No. 2018-8 of the City Council of the City of Selma, California Amending Section 1-1-5(A) of the Code setting forth that meetings will be held on the first and third Monday of the month, with the exception of City holidays, where the regular meeting would default to the next regular business day was introduced for First Reading. If the Ordinance is adopted, it will also allow the City Council to establish meeting dates and times by resolution. If adopted, the Ordinance is effective 30 days from adoption.

Further, under Government Code Sections 36805 and 54954(a), the City is permitted to establish its meeting schedule by resolution rather than by ordinance, providing the City Council with the ability to change the dates and times of regular meetings without waiting for the adoption of an ordinance, and the 30-day period for it to take effect.

During the August 6, 2018 Council meeting, the City Council introduced the Ordinance to amend the meeting time, and adopted Resolution No. 2018-64R, setting forth that regular Council meetings will occur on the first and third Monday of each month, at 6:00 pm, and that closed session may be held at 5:00 pm, or during the regularly scheduled Council meeting. The resolution will take effect on the effective date of Ordinance No. 2018-8.

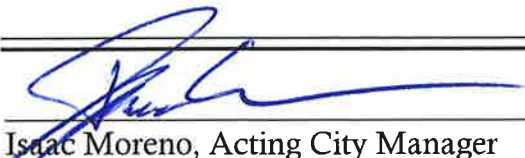
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**RECOMMENDATION:** It is recommended that the City Council adopt Ordinance No. 2018-8, an ordinance of the City Council of the City of Selma, California, amending Section 1-5-1 (Meetings) of Chapter 5 (Council) of Title 1 (Administrative) of the Selma Municipal Code, changing the method for establishing the date and time of regular City Council meetings.

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Isaac Moreno, Acting City Manager

8-17-18  
Date



**ORDINANCE NO. 2018- 8**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA AMENDING SECTION 1-5-1 (MEETINGS) OF CHAPTER 5 (COUNCIL) OF TITLE 1 (ADMINISTRATIVE) OF THE SELMA MUNICIPAL CODE, CHANGING THE METHOD FOR ESTABLISHING THE DATE AND TIME OF REGULAR CITY COUNCIL MEETINGS**

**WHEREAS**, Section 1-5-1(A) of the Selma Municipal Code (“Code”) requires that City Council meetings be held on the first and third Mondays of each month at 6:00 p.m.; and

**WHEREAS**, pursuant to Government Code Sections 36805 and 54954, the City Council may set the date and time for its regular meetings by ordinance or resolution; and

**WHEREAS**, the City Council desires to amend the Code to allow the City Council to set the date and time of its meetings by resolution.

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

Section 1. Findings.

The City Council hereby finds that the facts set forth in the Recitals are true and correct, and are incorporated herein by reference.

Section 2. Selma Municipal Code Amendment.

Section 1-5-1(A) (Meetings) of Chapter 5 (Council), of Title 1 (Administrative) of the Selma Municipal Code is hereby amended to read in its entirety as follows:

**1-5-1 Meetings.**

- (a) Regular meetings of the City Council shall be held on the first and third Monday of each month, unless otherwise specified by resolution of the city council, which shall be adopted at a regular meeting. In the event that a regular meeting falls on holiday observed by the city, the meeting shall be held on the next regular business day. The City Council shall establish the time for regular City Council meetings by resolution, which shall be adopted at a regular meeting.

Section 3. Severability.

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance, including the application of such part or provision to other persons or circumstances shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this ordinance are severable. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid, or unenforceable.

Section 4.      Effective Date.

In accordance with California Government Code § 36937, this Ordinance shall take effect and be in force thirty (30) days from passage and adoption.

Section 5.      Publication.

The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published and posted as required by law.

PASSED, APPROVED AND ADOPTED this 20<sup>th</sup> day of August, 2018, by the following vote:

AYES:	COUNCILMEMBER:
NOES:	COUNCILMEMBER:
ABSENT:	COUNCILMEMBER:
ABSTAIN:	COUNCILMEMBER:

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Jim Avalos, Mayor

ATTEST:

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Reyna Rivera, City Clerk

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
71147	08/02/2018	Printed	AMERICAN AMBULANCE	AUGUST 2018 PAYMENT		114,600.00
71148	08/02/2018	Printed	AT&T	TELEPHONE-JULY 2018		19.67
71149	08/02/2018	Printed	AT&T	TELEPHONE-JULY 2018		59.43
71150	08/02/2018	Printed	AT&T MOBILITY	TELEPHONE-MDT'S 6/3/18-7/2/18		2,043.47
71151	08/02/2018	Printed	BENNY BACA/COOL AIR SPECIALTY	SERVICE ALL FACILITES		2,802.00
71152	08/02/2018	Printed	BANK OF THE WEST	SURVEILLANCE EQUIPMENT LEASE JULY 18		1,120.17
71153	08/02/2018	Printed	BENNETT & BENNETT, INC.	MISC IRRIGATION SUPPLIES		43.82
71154	08/02/2018	Printed	CDCE INCORPORATED	MDT MONTHLY LEASE-FD		4,975.00
71155	08/02/2018	Printed	CENTRAL SANITARY SUPPLY	MISC JANITORIAL SUPPLIES-PW		611.68
71156	08/02/2018	Printed	GREGORY N. CHERNEY	PRE-EMPLOYMENT PSYCHOLOGICAL		450.00
71157	08/02/2018	Printed	CIRCUS ROYAL SPECTACULAR	PARK RENTAL REFUND		700.00
71158	08/02/2018	Printed	CISCO SYSTEMS CAPTIAL CRP	LEASES		3,280.05
71159	08/02/2018	Printed	COSTANZO & ASSOCIATES	JUNE 2018 LEGAL FEES		7,451.80
71160	08/02/2018	Printed	COUNTY OF FRESNO TREASURER	GIS TELECOMMUNICATION CHARGES JUNE 2018		71.91
71161	08/02/2018	Printed	ABIGAIL CRUSE	BRINT IT ON PROPS		269.69
71162	08/02/2018	Printed	CSJVRMA	2018/2019 1ST QTR DEPOSIT		282,229.00
71163	08/02/2018	Printed	DATAPATH LLC	ON-SITE SUPPORT JULY 2018		6,397.26
71164	08/02/2018	Printed	WILLIAM DAVIS	BRING IT ON CHOREOGRAPHER		300.00
71165	08/02/2018	Printed	DEPARTMENT OF TRANSPORTATION	SIGNALS & LIGHTING APR-JUN 18		4,086.59
71166	08/02/2018	Printed	DUNCAN ENTERPRISES	SUPPLIES FOR SENIOR CERAMICS		40.68
71167	08/02/2018	Printed	ESYN	KAISER GRANT-SAL LEAGUE	G	50.00
71168	08/02/2018	Printed	JOEL A FEDOR/FEDOR PLUMBING	SERVICE SENIOR CENTER		90.00
71169	08/02/2018	Printed	FOXOL INC	BUSINESS LIC OVERPAYMENT REIMB		89.00
71170	08/02/2018	Printed	FRESNO CO TREASURER-SHERIFF	CRIME SCENE INVESTIGATION		2,974.10
71171	08/02/2018	Printed	FRESNO COUNTY TAX COLLECTOR	2018/2019 COMPUTER TAX BILL		649.65
71172	08/02/2018	Printed	FRESNO ROOFING CO.	SHAHER PARK BALL FIELD CHALK		298.30
71173	08/02/2018	Printed	FRESNO-MADERA AAA	SENIOR MEALS		31.68
71174	08/02/2018	Printed	DEREK GAGNON	PIONEER VILLAGE REFUND		250.00
71175	08/02/2018	Printed	RENE GARZA	FIELD TRAINING POST PLAN III	R	225.00
71176	08/02/2018	Printed	GATEWAY ENGINEERING, INC.	STORM DRAIN & FLORAL PROJ, CITY ENGINEERING JUNE 2018		78,321.50
71177	08/02/2018	Printed	DOMINIC GRIJALVA	BRING IT ON PROJECTIONS & LIC, POSTERS/POSTCARDS		600.00
71178	08/02/2018	Printed	PHILIP C GRIJALVA	BRING IT ON DECALS		36.00
71179	08/02/2018	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 7/18/18		442.02
71180	08/02/2018	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 7/25/18		3,176.87
71181	08/02/2018	Printed	HEWLETT-PACKARD FINANCIAL	LEASE FOR FIRE ADMIN BLD		4,940.67
71182	08/02/2018	Printed	JLB TRAFFIC ENGINEERING INC	TRAFFIC IMPACT STUDY	R	6,881.06
71183	08/02/2018	Printed	JOHNSON CONTROLS SECURITY	SERVICE CALL 1935 HIGH ST		19.47
71184	08/02/2018	Printed	MICHAEL KAIN	MEDICAL PREMIUM REIMB AUG 18		1,120.27
71185	08/02/2018	Printed	JEFF KESTLY	MEDICAL PREMIUM REIMB AUG 18		164.16
71186	08/02/2018	Printed	KLEINFELDER	A ST FIRE STATION REMODEL		6,857.84
71187	08/02/2018	Printed	LEE CENTRAL CALIFORNIA	EMPLOYMENT ADS-FLEET SUP & ADMIN ASSISTANT		670.29
71188	08/02/2018	Printed	LIEBERT, CASSIDY, WHITMORE INC	ATTORNEY FEES JUNE 2018		15,502.10
71189	08/02/2018	Printed	KYLE SEAN LOWE	BRING IT ON VIDEOS/PHOTOS		250.00
71190	08/02/2018	Printed	MERCY AND STEVE LUNA	SENIOR TRIP REFUND		20.00
71191	08/02/2018	Printed	HAROLD PHILLIPS	RETIREMENT WATCH-GIBBS		216.95
71192	08/02/2018	Printed	KYLE MCGUIRE	PHLEBOTOMY SERVICE		100.00
71193	08/02/2018	Printed	STEVEN MCINTIRE	MEDICAL PREMIUM REIMB AUG 18		1,278.89
71194	08/02/2018	Printed	METRO UNIFORM	VEST, PD/FIRE REVOLVING ACCT		1,671.49
71195	08/02/2018	Printed	MISSIONARY CHURCH OF THE	BUSINESS LIC OVERPAYMENT REIMB		34.00
71196	08/02/2018	Printed	OFFICE DEPOT, INC.	OFFICE SUPPLIES		199.80
71197	08/02/2018	Printed	PAPE MACHINERY	STREET SWEAPER REPAIR		1,357.75
71198	08/02/2018	Printed	HENRY PEREA	CONTRACT CITY MANAGER JUNE 2018		2,307.70
71199	08/02/2018	Printed	PG&E	ENGINEERING ADVANCE FOR PD, UTILITIES -JULY 2018		23,569.44
71200	08/02/2018	Printed	PHYSIO-CONTROL, INC	LIFE PACK MAINT 7/1/18-6/30/19		6,319.80
71201	08/02/2018	Printed	PRICKETTS DISTRIBUTING, INC.	ICE MACHINE REPAIR-PW		306.66
71202	08/02/2018	Printed	R.J. BERRY JR. INC.	THOMPSON & DINUBA PROJ PYMNT#3	G	115,900.00
71203	08/02/2018	Printed	MELINDA RAMOS	NEW FIRE STATION DESIGN		300.00
71204	08/02/2018	Printed	RRM DESIGN GROUP	NEW FIRE STATION DESIGN FEES		6,982.60

## CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
71205	08/02/2018	Printed	SAN JOAQUIN VALLEY AIR	BRENTLINGER PARK ASBESTOS NOTIFICATION		179.00
71206	08/02/2018	Printed	SECOND CHANCE ANIMAL SHELTER	MONTHLY SUPPORT PAYMENT AUGUST 2018		6,978.00
71207	08/02/2018	Printed	SEQUOIA SAFETY COUNCIL, INC.	AMBULANCE OVERPAYMENT REIMB		150.00
71208	08/02/2018	Printed	SIGN RANCH	BRING IT ON BANNER		90.70
71209	08/02/2018	Printed	STERICYCLE, INC.	SERI-SAFE OSHA COMPLIANCE-AUG 18		157.48
71210	08/02/2018	Printed	SUPERIOR VISION INSURANCE INC	VISION INSURANCE PREM-AUG 18		1,557.27
71211	08/02/2018	Printed	THE CRISCOM COMPANY	POLICE/SEWER INFRASTRUCTURE AUGUST 2018		4,500.00
71212	08/02/2018	Printed	TYLER TECHNOLOGIES, INC.	EXECUTIME PROFESSIONAL SERVICE		218.75
71213	08/02/2018	Printed	U.S. BANCORP EQUIPMENT FINANCE	COPY MACHINE LEASE-AUG 18		1,063.70
71214	08/02/2018	Printed	U.S. BANK CORPORATE PMT SYSTEM	CALCARD CHARGES 6/23-7/23/18		44,074.30
71215	08/02/2018	Printed	UNDERGROUND SERVICE ALERT	ANNUAL USA MEMBERSHIP		1,276.12
71216	08/02/2018	Printed	UPS FREIGHT	COSTUME SHIPPING FOR LITTLE MERMAID		1,190.11
71217	08/02/2018	Printed	FABIAN URESTI	EMT RECERT REIMBURSEMENT		265.00
71218	08/02/2018	Printed	VALLEY SHREDDING LLC	DOCUMENT DESTRUCTION		60.00
71219	08/02/2018	Printed	VANNESSA VASQUEZ	POLICE ACADEMY CADET MONTHLY STIPEND AUG & SEPT 18		1,000.00
71220	08/02/2018	Printed	VERIZON WIRELESS	AIRCARDS 6/19/18-7/18/18		706.52
71221	08/02/2018	Printed	DANIEL VIVEROS/D&G FENCE	SALAZAR CENTER GATE		2,200.00
71222	08/02/2018	Printed	VORTEX INDUSTRIES, INC.	REPAIR OVERHEAD DOOR-FD		1,212.21
71223	08/02/2018	Printed	WILLEMS COMMERCIAL PRINTING	BRINT IT ON PROGRAMS		385.48
71224	08/08/2018	Printed	FRESNO CO RECORDER	RECORDING FEES 2018/2019		628.00
71225	08/16/2018	Printed	AIRGAS USA LLC	OXYGEN CYLINDER RENTAL		129.68
71226	08/16/2018	Printed	DAN ALDAPE/W.O.W. PRODUCTIONS	LIGHTNING FOR SCHOOL OF ROCK		400.00
71227	08/16/2018	Printed	ALL VALLEY ENVIRONMENTAL, INC.	SERVICE GREASE TRAP AT SENIOR		110.00
71228	08/16/2018	Printed	NICOLETTE ANDERSEN	SUPPLIES REIMBURSEMENT		119.23
71229	08/16/2018	Printed	AT&T	TELEPHONE-JULY 2018		348.60
71230	08/16/2018	Printed	AT&T	TELEPHONE 7/4/18-8/3/18		1,387.84
71231	08/16/2018	Printed	AT&T	TELEPHONE 7/4/18-8/3/18		152.58
71232	08/16/2018	Printed	AT&T	TELEPHONE 7/4/18-8/3/18		146.70
71233	08/16/2018	Printed	AT&T MOBILITY	TELEPHONE-MDT'S 7/1/18-7/31/18		3,553.72
71234	08/16/2018	Printed	BPS TACTICAL, INC.	PATROL DUTY VEST COVER		509.56
71235	08/16/2018	Printed	JAY WESLEY BROCK/ TOP DOG TRAINING CENTER	MONTHLY K9 MAINTENANCE		180.00
71236	08/16/2018	Printed	BUSH ENGINEERING, INC.	SHAHER PARK BASKETBALL COURTS CONSTRUCTION	G	54,180.61
71237	08/16/2018	Printed	CALIFORNIA BUILDING STANDARDS	BUILDING STANDARDS FEE REPORT		201.60
71238	08/16/2018	Printed	CALIFORNIA WATER SERVICE	WATER SERVICE-JULY 2018		19,109.97
71239	08/16/2018	Printed	CHRISTOPHER B CARLSON	PHLEBOTOMY SERVICE 18-3193		50.00
71240	08/16/2018	Printed	ROD CARSEY	PLAN CHECKS		1,466.04
71241	08/16/2018	Printed	CENTRAL SANITARY SUPPLY	JANITORIAL SUPPLIES		565.05
71245	08/16/2018	Printed	CINTAS CORPORATION NO. 2	LINEN/UNIFORM SERVICE-JUL 18		696.52
71246	08/16/2018	Printed	COLLINS & SCHOETTLER PLANNING	PLANNING CONSULTING-JULY 2018		9,660.00
71247	08/16/2018	Printed	COMCAST	INTERNET SERVICE-AUG 2018		821.45
71248	08/16/2018	Printed	CONTRA COSTA COUNTY SHERIFF'S	POST PLAN II TRAINING	R	231.00
71249	08/16/2018	Printed	COOK'S COMMUNICATION CORP	MOBILE COMPUTER FOR UNIT 182, RADIO & ANTENNA		2,219.33
71250	08/16/2018	Printed	CORELOGIC SOLUTIONS LLC	REALQUEST SERVICE-JUL 18		481.25
71251	08/16/2018	Printed	COSTANZO & ASSOCIATES	JULY 2018 LEGAL FEES		4,235.50
71252	08/16/2018	Printed	CPS HR CONSULTING	ADMINISTRATIVE ASSISTANT WRITTEN TEST MATERIAL		484.00
71253	08/16/2018	Printed	DATAPATH LLC	CHAMBER CAMERA INSTALLATION, NETCARE, ON SITE SUPPORT		17,574.43
71254	08/16/2018	Printed	DAWSON-MAULDIN	PROG PAY #3 FLORAL AVE.		245,035.92
71255	08/16/2018	Printed	BRYAN MATTHEW DEBAETS	SCHOOL OF ROCK PIT BAND-GUITAR		75.00
71256	08/16/2018	Printed	BEN DEGHAND	SCHOOL OF ROCK CHOREOGRAPHY		300.00
71257	08/16/2018	Printed	DEPARTMENT OF CONSERVATION	SMIP & SEISMIC FEE REPORT		966.62
71258	08/16/2018	Printed	DEPARTMENT OF JUSTICE	PRE-EMPLOYMENT FINGERPRINTING		646.00
71259	08/16/2018	Printed	DSJ ARCHITECTS INC	NEW PD STATION AGREEMENT	PDSA	13,400.00
71260	08/16/2018	Printed	EMPLOYMENT DEVELOPMENT DEPT.	SUI QTRLY PMT 4/1/18-6/30/18		7,965.00
71261	08/16/2018	Printed	JOEL A FEDOR	CITY BACKFLOW TESTING		2,765.00
71262	08/16/2018	Printed	FIVE CITIES ECONOMIC	1ST QUARTER DUES JUL-SEPT 18		1,039.55
71263	08/16/2018	Printed	CHAVALEH FORGEY	VOCAL COACHING FOR SCHOOL OF ROCK		105.00
71264	08/16/2018	Printed	FRANCHISE TAX BOARD	CS#550680107		736.96

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## CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
71265	08/16/2018	Printed	FRESNO CO TREASURER-SHERIFF	PRISONER PROCESSING		834.08
71266	08/16/2018	Printed	FRESNO NEON SIGN COMPANY INC	MOVE SELMA WELCOME SIGN TO PIONEER VILLAGE		4,681.01
71267	08/16/2018	Printed	FRUSA EMS LLC	AMBULANCE BILLING-JULY 2018		8,205.06
71268	08/16/2018	Printed	SANDRA GADBERRY	COURT REPORTING SERVICES		1,200.00
71269	08/16/2018	Printed	TERESA GALLAVAN	CM INTERVIEW HOTEL STAY REIMB		282.07
71270	08/16/2018	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 8/8/18		988.86
71271	08/16/2018	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 8/1/18		3,355.73
71272	08/16/2018	Printed	HEALTHWISE SERVICES	KIOSK MEDICAL WASTE SERVICE		150.00
71273	08/16/2018	Printed	CHRISTOPHER A HERNANDEZ	SCHOOL OF ROCK PIT BAND-DRUMS		350.00
71274	08/16/2018	Printed	HEWLETT-PACKARD FINANCIAL	LEASES		3,485.02
71275	08/16/2018	Printed	MATTHEW L HUGHES	SENIOR CENTER DRINK RENTAL		180.00
71276	08/16/2018	Printed	J'S COMMUNICATION INC.	SERVICE AGREEMENT AUG-OCT 18		1,338.00
71277	08/16/2018	Printed	JACK BENIGNO TREE SERVICE, INC	TREE REMOVAL FOR NEW PD		2,851.22
71278	08/16/2018	Printed	JORGENSEN & COMPANY	FIRE EXTINGUISHER MAINT-PD		103.10
71279	08/16/2018	Printed	KLEINFELDER	A ST FIRE STATION REMODEL		2,279.00
71280	08/16/2018	Printed	KNORR SYSTEMS, INC.	SPRAY PARK TROUBLESHOOTING		292.00
71281	08/16/2018	Printed	LEE CENTRAL CALIFORNIA	NOTICE-PH REFUSE RATES		260.10
71282	08/16/2018	Printed	HEATHER ELIZABETH LEMON	BING IT ON INTERPRETING		200.00
71283	08/16/2018	Printed	ADAM LONG	SCHOOL OF ROCK VOCAL DIRECTION		500.00
71284	08/16/2018	Printed	KATHLEEN A. MCGRADY	ANNUAL INSPECTION T-111		1,344.35
71285	08/16/2018	Printed	METRO UNIFORM	FIRE REVOLVING ACCT		156.08
71286	08/16/2018	Printed	MID VALLEY PUBLISHING, INC.	EMPLOYMENT ADS-FLEET SUP		51.00
71287	08/16/2018	Printed	DAVID EDWARD MIRAMONTES	ART CENTER CARPET CLEANING		100.00
71288	08/16/2018	Printed	MICHAEL C NELSON	LAWN MOWER PURCHASE		11,584.05
71289	08/16/2018	Printed	OFFICE DEPOT, INC.	OFFICE SUPPLIES		565.06
71290	08/16/2018	Printed	HAROLD PHILLIPS	RETIREMENT WATCH-HEMBY		216.95
71291	08/16/2018	Printed	POINT EMBLEMS, LLC	YEAR LAPEL PINS-PD		305.00
71292	08/16/2018	Printed	POLYGRAPH PROFESSIONALS	POLYGRAPH EXAMS-PD		1,000.00
71293	08/16/2018	Printed	PRECISION CIVIL ENGINEERING	NEW FIRE CONSTRUCTION MANAGING		1,386.33
71294	08/16/2018	Printed	JANA PRICE	BRING IT ON PROP REIMBURSEMENT		508.14
71295	08/16/2018	Printed	RAY MORGAN COMPANY INC	COPIER MAINT/COPY AGREEMENT		688.11
71296	08/16/2018	Printed	JESSIE ROSALES	REFUND SENIOR TRIP		88.00
71297	08/16/2018	Printed	RRM DESIGN GROUP	FIRE STATION NO.2 RENOVATION		16,411.95
71298	08/16/2018	Printed	GEORGE E SALDATE	SENIOR DANCE DJ 8/8/18		150.00
71299	08/16/2018	Printed	SELMA UNIFIED SCHOOL DISTRICT	FUEL-JUNE 2018		14,612.89
71300	08/16/2018	Printed	SELMA YOUTH FOOTBALL LEAGUE	KAISER GRANT	G	1,300.00
71301	08/16/2018	Printed	LEANN SHEPARD	SENIOR TRIP REFUND		69.00
71302	08/16/2018	Printed	SOUTH COUNTY VETERINARY	MONTHLY FREEZER USE-JULY		175.00
71303	08/16/2018	Printed	SPARKLETTES	WATER SERVICE		146.47
71304	08/16/2018	Printed	SUN LIFE	EMPLOYEE INSURANCE-SEPT 18		1,164.86
71305	08/16/2018	Printed	TAG-AMS, INC.	EMPLOYEE DRUG TESTING		233.00
71306	08/16/2018	Printed	DONALD TATI	BRING IT ON PROGRAMS		2,825.34
71307	08/16/2018	Printed	THE RADAR SHOP, INC.	RADAR RECERTIFICATION		207.00
71308	08/16/2018	Printed	TAMARA THOMAS	SCHOOL OF ROCK T-SHIRTS		2,168.47
71309	08/16/2018	Printed	TOWNSEND PUBLIC AFFAIRS	CONSULTING FEES-AUGUST 2018		3,500.00
71310	08/16/2018	Printed	TRANS UNION CORPORATION	PRE EMPLOYMENT CREDIT CHECK		27.40
71311	08/16/2018	Printed	JUAN CARLOS TREJO	BUSINESS LIC OVERPAYMENT REIMB		202.00
71312	08/16/2018	Printed	TULARE CO JAIL INDUSTRIES	GRAPHICS FOR PD PATROL VEHICLE		301.70
71313	08/16/2018	Printed	TUTTLE & MCCLOSKEY	PERSONNEL COMMISSION HEARING		9,697.50
71314	08/16/2018	Printed	TYLER TECHNOLOGIES, INC.	EXECUTIME PROFESSIONAL SERVICE		687.50
71315	08/16/2018	Printed	U.S. BANK	2014 BOND TRUSTEE FEE		1,980.00
71316	08/16/2018	Printed	UNITED STATES TREASURY	LEVY PROCEEDS JAMES W INGRAM		1,454.84
71317	08/16/2018	Printed	VANIR CONSTRUCTION	POLICE DEPT CONSTRUCTION		12,361.18
71318	08/16/2018	Printed	CARLOS ANTONIO VASQUEZ II	SCHOOL OF ROCK PIT BAND-GUITAR		200.00
71319	08/16/2018	Printed	YASH P. VERMA	DRUG TESTING-PW		1,333.00
71320	08/16/2018	Printed	VORTEX INDUSTRIES, INC.	REPAIR OVERHEAD DOOR-FD		2,914.29
71321	08/16/2018	Printed	ROBINA WRIGHT	WALMART PARKING PLAN CHECK		500.00
71322	08/16/2018	Printed	ZEE MEDICAL SERVICE CO.	FIRST AID SUPPLIES-PD		212.83
					<b>TOTAL</b>	<b>1,300,064.17</b>

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# US BANK INVOICE FOR CALCARD CHARGES: 6/23/18-7/23/18

TRANSACTION					
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
CALEB GARCIA	6/25/2018	D ST FOOD MART, LEMOORE CA	FUEL	701-9200-600.257.000	38.95
CALEB GARCIA	6/27/2018	NORTHSTAR GAS, TULARE CA	FUEL	701-9200-600.257.000	57.58
CALEB GARCIA	7/5/2018	TONYS VALERO, FRESNO CA	FUEL	701-9200-600.257.000	60.63
CALEB GARCIA	7/9/2018	VILLA STORE, CLOVIS CA	FUEL	701-9200-600.257.000	57.92
CALEB GARCIA	7/12/2018	QUEST MART, FRESNO CA	FUEL	701-9200-600.257.000	49.68
CASSY FAIN	7/19/2018	STARBUCKS	SEARCH WARRANT DETAIL	100-2100-600.250.000	50.85
CHRISTIE MOORADIAN	7/10/2018	MAX'S	ORAL BOARD LUNCH	100-1400-610.920.000	44.73
CITY OF SELMA SNG RES1	7/16/2018	PIONEER GAS MARIPOSA, CA	FUEL	701-9200-600.257.000	34.01
CITY OF SELMA SNG RES1	7/18/2018	PIONEER GAS, MARIPOSA, CA	FUEL	701-9200-600.257.000	75.53
CITY OF SELMA STATION 1	7/3/2018	NELSONS HARDWARE	HOSE AND NOZZLE FOR ST 1	100-2525-600.250.000	51.81
CITY OF SELMA STATION 1	7/6/2018	HOME DEPOT	FANS/SHELVES/CADDY-ST 1	100-2525-600.250.000	257.96
CITY OF SELMA STATION 1	7/9/2018	NELSONS HARDWARE	E111 CHANSAW-WEED KILLER	701-9200-600.250.000	126.08
CITY OF SELMA STATION 1	7/14/2018	HOME DEPOT	SPRINKLERS ST 1	100-2500-600.370.000	54.23
CITY OF SELMA STATION 1	7/18/2018	NAPA AUTO PARTS	E111 REPLACEMENT LIGHTS	701-9200-600.256.000	3.24
CITY OF SELMA STATION 2	6/25/2018	WALMART SELMA	WATER AND GATORADE	100-2525-600.250.000	50.12
CITY OF SELMA STATION 2	6/28/2018	WALMART SELMA	WATER AND GATORADE	100-2525-600.250.000	81.01
CITY OF SELMA TRAINING DIV	6/22/2018	WPSG INC	NEW HELMETS & SHEILDS	295-2500-700.200.000	1,793.65
CITY OF SELMA TRAINING DIV	6/25/2018	OFFICE MAX	PAPER FOR FLYERS	100-2500-600.250.000	8.45
CITY OF SELMA TRAINING DIV	6/27/2018	METRO UNIFORM	CAPTAINS BUGLES	100-2500-600.300.000	42.97
CITY OF SELMA TRAINING DIV	6/27/2018	HIGH COUNTRY FIRE EQUIP	SCBA COMPONENTS	100-2525-600.477.000	3,462.95
DAN RUIZ	6/25/2018	NELSON'S HARDWARE	MEASURING TAPE	100-3200-600.250.000	11.70
DAVID LEWIS	6/25/2018	AMAZON.COM	50/75 FT ETHERNET CABLES	100-1600-600.100.000	22.11
DAVID LEWIS	7/18/2018	AMAZON.COM	OLYMPUS DIGITAL VOICE RECORDER & ADAPTER CABLE	100-1600-600.100.000	77.66
DEBBIE GOMEZ	6/21/2018	BOB BARKER COMPANY, INC.	DISPOSALBE JUMPSUITS & UNDIES	100-2200-600.250.000	321.51
DEBBIE GOMEZ	7/6/2018	GALLS	SAFETY VESTS	100-2200-600.250.000	43.39
DEBBIE GOMEZ	7/6/2018	RADIO PARTS	STUBBY ANTENNA	100-2200-600.250.000	27.19
DEBBIE GOMEZ	7/6/2018	HAWKEPAKS	ADJUSTMENTS TO VEST	100-2100-600.250.000	40.83
DEBBIE GOMEZ	7/9/2018	BEST BUY	CAMERAS	100-2200-600.250.000	390.48
DEBBIE GOMEZ	7/11/2018	AMAZON	NIKON ZOOM LENSE	100-2100-600.250.000	165.00
DEBBIE GOMEZ	7/11/2018	AMAZON	SANDISK FLASH DRIVES	100-2100-600.250.000	134.48
FINANCE DEPT	7/19/2018	SAL'S MEXICAN RESTAURANT	FIRE CHIEF PANEL	100-1600-610.920.000	50.82
FRANK SANTILLAN	6/28/2018	CHEVRON	UNIT #1002 WASH	100-2200-600.250.000	7.00
FRANK SANTILLAN	6/29/2018	UNIFORMS AND ACC.	VIP NAME TAGS, CHG TO VIP ACCT	111-2200-600.250.000	26.65
FRANK SANTILLAN	7/2/2018	PAYPAL	VIP FLASHLIGHTS, CHG TO VIP ACCT	111-2200-600.250.000	37.78
FRANK SANTILLAN	7/3/2018	WALMART	DRINKS, VIPs/EXP JULY 3 EVENT	100-2200-600.250.000	24.06
FRANK SANTILLAN	7/3/2018	UNIQUELY YOURS	VIP UNI ALERATIONS, CHG VIP ACCT	111-2200-600.250.000	20.00
FRANK SANTILLAN	7/9/2018	NELSONS HARDWARE	PATROL SUPPLIES	100-2200-600.250.000	4.87
FRANK SANTILLAN	7/10/2018	UNIFORMS AND ACC.	VIP UNIFORMS, CHG TO VIP ACCT	111-2200-600.250.000	28.26
FRANK SANTILLAN	7/10/2018	UNIFORMS AND ACC.	VIP UNIFORMS, CHG TO VIP ACCT	111-2200-600.250.000	28.30
FRANK SANTILLAN	7/15/2018	BADGE AND WALLET	VIP HAT PIECE, CHG TO VIP ACCT	111-2200-600.250.000	93.00
FRANK SANTILLAN	7/16/2018	UNIQUELY YOURS	VIP UNIFORM ALTERATIONS, CHG VIP AC	111-2200-600.250.000	10.00
FRANK SANTILLAN	7/18/2018	WISH	VIP FLASHLIGHTS, CHG TO VIP ACCT	111-2200-600.250.000	25.15
GILBERT CANTU	7/9/2018	OFFICE DEPOT	SPEAKERS FOR ADMIN SGT. COMPUTER	100-2100-600.250.000	21.68
GILBERT CANTU	7/18/2018	PORT OF SUBS	LUNCH FOR SEARCH WARR. OPERATION	100-2100-600.250.000	195.00
JACOB PUMAREJO	6/25/2018	SHELL	FUEL	269-2100-600.257.000	61.65
JACOB PUMAREJO	6/25/2018	SHELL	FUEL	269-2100-600.257.000	70.59
JACOB PUMAREJO	6/27/2018	SHELL	FUEL	269-2100-600.257.000	50.67
JACOB PUMAREJO	6/28/2018	SHELL	FUEL	269-2100-600.257.000	39.78

# US BANK INVOICE FOR CALCARD CHARGES: 6/23/18-7/23/18

TRANSACTION					
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
JACOB PUMAREJO	7/19/2018	SHELL	FUEL	269-2100-600.257.000	69.00
KELLI TELLEZ	7/17/2018	CA CONF OF ARSON	CLASS FOR CEASAR LUNA	100-2550-610.915.000	450.00
KELLI TELLEZ	7/20/2018	BOOTBARN	STATION BOOTS-DEMME'S AND OWENS	100-2500-600.300.000	312.40
MIKAL KIRCHNER	6/22/2018	FIRST STRING SPORTS	SOFTBALLS COED LEAGUE	100-4700-600.250.000	349.84
MIKAL KIRCHNER	6/27/2018	CLEAR IMAGE POOL	SPRAY PARK CHLORINE	100-4700-600.250.000	16.00
MIKAL KIRCHNER	7/2/2018	NELSONS ACE HARDWARE	EVENT LITTER PICK UP STICKS	100-4100-600.250.000	32.18
MIKAL KIRCHNER	7/3/2018	UNITED MARKET	WATER FOR FIREWORKS BAND/SOUND	100-4100-600.250.000	4.99
MIKAL KIRCHNER	7/6/2018	CLEAR IMAGE POOL	SPRAY PARK FILTER REPLACEMENT	100-4700-600.250.000	32.30
MIKAL KIRCHNER	7/9/2018	CRESO RESCO	SR. CENTER KITCHEN WARMER	100-4100-600.400.000	815.21
MIKAL KIRCHNER	7/10/2018	CRESO RESCO	SR. CENTER WARMER PANS/COVERS	100-4500-600.250.000	152.12
MIKAL KIRCHNER	7/10/2018	MUSIC THEATRE INTERNATIONAL	SWEENEY TODD PLAY RIGHTS	605-4300-656.540.025	2,176.28
MIKAL KIRCHNER	7/10/2018	NELSONS ACE HARDWARE	BREAKER BRENTLINGER FIELD LIGHTS	100-4700-600.250.000	13.66
MIKAL KIRCHNER	7/18/2018	WAL-MART	SR. CENTER TRIPS (CANDY SNACKS)	805-0000-226.000.000	59.29
MIKAL KIRCHNER	7/18/2018	CLEAR IMAGE	SPRAY PARK CHLORINE	100-4700-600.250.000	16.00
MIKAL KIRCHNER	7/19/2018	AMAZON PRIME	MEMBERSHIP FOR ORDERING	100-4700-600.250.000	14.09
MIKAL KIRCHNER	7/19/2018	ULINE	SR. TRIP REUSABLE BAGS	805-0000-226.000.000	84.54
MIKAL KIRCHNER	7/19/2018	NELSON'S HARDWARE	SPRAY PARK KEYS FOR CHLORINE	100-4700-600.250.000	5.84
MIKAL KIRCHNER	7/20/2018	AMAZON MARKETPLACE	PICKLEBALL RAQUETS/BALLS ROTARY	100-4700-600.250.000	85.98
MIKAL KIRCHNER	7/10/2018	NELSON'S HARDWARE	SHAHER KEY EPLACE BROKEN KEY	100-4700-600.250.000	2.92
MYRON DYCK	7/2/2018	OFFICE MAXX	USB STORAGE FOR EVIDENCE	100-2100-600.250.000	15.16
MYRON DYCK	7/12/2018	WAL-MART	CLEANING SUPPLIES FOR PS	100-2100-600.250.000	16.87
MYRON DYCK	7/12/2018	OFFICE MAXX	VGA MONITOR CABLE FOR DISPATCH	100-2100-600.250.000	19.51
NICOLETTE ANDERSEN	6/22/2018	AMAZON	BIO CHEER SKIRTS	605-4300-656.540.021	138.69
NICOLETTE ANDERSEN	6/22/2018	AMAZON	BIO CHEER SKIRTS	605-4300-656.540.021	57.00
NICOLETTE ANDERSEN	6/22/2018	MUSICAL THEATER INTER	RIGHTS FOR GENTLEMANS GUIDE DEPT.	605-4300-656.540.027	400.00
NICOLETTE ANDERSEN	6/22/2018	THE HOME DEPOT	BIO SET SUPPLIES	605-4300-656.540.021	1,143.62
NICOLETTE ANDERSEN	6/25/2018	AMAZON	BIO CREDIT ON SKIRTS	605-4300-656.540.021	(14.25)
NICOLETTE ANDERSEN	6/25/2018	AMAZON	BIO CREDIT ON SKIRTS	605-4300-656.540.021	(31.98)
NICOLETTE ANDERSEN	6/25/2018	NELSONS	BIO SET SUPPLIES CASTERS	605-4300-656.540.021	77.20
NICOLETTE ANDERSEN	6/26/2018	AMAZON	BIO CREDIT ON SKIRTS	605-4300-656.540.021	(31.98)
NICOLETTE ANDERSEN	6/26/2018	AMAZON	BIO CREDIT ON SKIRTS	605-4300-656.540.021	(31.98)
NICOLETTE ANDERSEN	6/27/2018	AMAZON	BIO COSTUMES	605-4300-656.540.021	203.97
NICOLETTE ANDERSEN	6/27/2018	AMAZON	BIO COSTUMES	605-4300-656.540.021	100.74
NICOLETTE ANDERSEN	6/26/2018	THE HOME DEPOT	BIO SET SUPPLIES	605-4300-656.540.021	150.00
NICOLETTE ANDERSEN	6/27/2018	AMAZON	LIGHTING SUPPLIES	605-4300-600.250.000	17.10
NICOLETTE ANDERSEN	6/28/2018	AMAZON	BIO CREDIT ON SKIRTS	605-4300-656.540.021	(14.25)
NICOLETTE ANDERSEN	6/28/2018	OMNI CHEER	BIO COSTUMES	605-4300-656.540.021	72.96
NICOLETTE ANDERSEN	6/28/2018	THE HOME DEPOT	BIO SET SUPPLIES	605-4300-656.540.021	131.12
NICOLETTE ANDERSEN	6/30/2018	THE HOME DEPOT	BIO SET SUPPLIES	605-4300-656.540.021	287.37
NICOLETTE ANDERSEN	7/2/2018	AMAZON	BIO CREDIT ON SKIRTS	605-4300-656.540.021	(14.25)
NICOLETTE ANDERSEN	7/3/2018	AMAZON	BIO CREDIT ON SKIRTS	605-4300-656.540.021	(14.25)
NICOLETTE ANDERSEN	7/4/2018	AMAZON	BIO CREDIT ON SKIRTS	605-4300-656.540.021	(14.25)
NICOLETTE ANDERSEN	7/3/2018	OMNI CHEER	BIO CREDIT ON SHIRT LETTERING	605-4300-656.540.021	(125.21)
NICOLETTE ANDERSEN	7/6/2018	AMAZON	BIO COSTUMES	605-4300-656.540.021	10.81
NICOLETTE ANDERSEN	7/5/2018	OMNI CHEER	BIO COSTUMES	605-4300-656.540.021	37.69
NICOLETTE ANDERSEN	7/7/2018	TORRID	BIO COSTUMES	605-4300-656.540.021	24.99
NICOLETTE ANDERSEN	7/7/2018	AMAZON	BIO CHEER SKIRTS	605-4300-656.540.021	42.75
NICOLETTE ANDERSEN	7/8/2018	AMAZON	BIO CHEER SKIRTS	605-4300-656.540.021	152.94

# US BANK INVOICE FOR CALCARD CHARGES: 6/23/18-7/23/18

TRANSACTION					
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
NICOLETTE ANDERSEN	7/4/2018	DISCOUNT DANCE	BIO COSTUMES	605-4300-656.540.021	38.91
NICOLETTE ANDERSEN	7/7/2018	DAMATIST PLAY SERV	RIGHTS TO CURIOUS INCIDENT	605-4300-656.540.026	800.00
NICOLETTE ANDERSEN	7/7/2018	THE HOME DEPOT	BIO SET SUPPLIES	605-4300-656.540.021	250.85
NICOLETTE ANDERSEN	7/7/2018	NELSONS	PAINT FOR INTERIOR THRATER	605-4300-600.250.000	19.72
NICOLETTE ANDERSEN	7/10/2018	AMAZON	BIO CREDIT ON SKIRTS	605-4300-656.540.021	(14.25)
NICOLETTE ANDERSEN	7/10/2018	THE HOME DEPOT	BIO SET SUPPLIES	605-4300-656.540.021	71.53
NICOLETTE ANDERSEN	7/12/2018	NELSONS	BIO SET SUPPLIES	605-4300-656.540.021	4.87
NICOLETTE ANDERSEN	7/13/2018	BATTERIES PLUS	BIO BATTERIES FOR MICS	605-4300-656.540.021	209.90
NICOLETTE ANDERSEN	7/13/2018	WALMART	BIO FABRIC	605-4300-656.540.021	25.84
NICOLETTE ANDERSEN	7/13/2018	W.O.W. PRODUCTIONS	TRUSS RENTAL BIO / SOR	605-4300-656.540.021	250.00
NICOLETTE ANDERSEN	7/13/2018	W.O.W. PRODUCTIONS	TRUSS RENTAL BIO / SOR	605-4300-656.540.022	250.00
NICOLETTE ANDERSEN	7/18/2018	WALMART	BIO SUPPLIES & FIRST AID SUPPLIES	605-4300-656.540.021	115.65
NICOLETTE ANDERSEN	7/20/2018	WALMART	BIO SNACK BAR	605-4300-656.540.021	221.23
NICOLETTE ANDERSEN	7/19/2018	THE HOME DEPOT	SAC WALL REPAIR AND SUPPLIES	605-4300-600.250.000	48.60
POLICE DEPT NO 1	7/8/2018	PITNEY BOWES	INK FOR STAMP MACHINE	100-2100-600.250.000	109.57
POLICE DEPT NO 2	6/25/2018	ELM AVE FEED	K9 FOOD	100-2200-600.250.000	62.90
RECREATION-ALLIE CONTRERAS	6/25/2018	WALMART	KITCHEN SUPPLIES	100-4500-600.250.000	29.78
RECREATION-ALLIE CONTRERAS	7/2/2018	SMART N FINAL	3RD OF JULY EVENT	100-4200-600.250.000	142.28
RECREATION-ALLIE CONTRERAS	7/10/2018	WALMART	BINGO CON	805-0000-226.200.000	44.67
RECREATION-ALLIE CONTRERAS	7/13/2018	CRESO RESCO	KITCHEN SUPPLIES	100-4500-600.250.000	54.05
RECREATION-ALLIE CONTRERAS	7/15/2018	FOOD 4 LESS	GLOVES FOR KITCHEN	100-4500-600.250.000	21.67
RECREATION-ALLIE CONTRERAS	7/17/2018	WALMART	COFFEE SUPPLIES	100-4500-600.250.000	43.89
RECREATION-ALLIE CONTRERAS	7/17/2018	FOOD 4 LESS	BINGO CON	805-0000-226.200.000	99.75
RENE GARZA	7/3/2018	METRO UNIFORM	SERGEANT INSIGNIA (PER MOU)	100-2200-600.250.000	\$22.55
REYNA RIVERA	6/22/2018	THE LEAGUE OF CITIES	CONF REGISTRATION DERR	100-1100-610.920.000	525.00
REYNA RIVERA	6/27/2018	IN *ML STREET PROPERTIES, FRESNO	PARKING-ELECTION CLERK MTG	100-1700-610.920.000	7.50
REYNA RIVERA	6/28/2018	PANADERIA VANESSA, SLEMA	COUNCIL MEETING SUPPLIES	100-1100-610.920.000	30.80
REYNA RIVERA	7/16/2018	AMAZON MARKETPLACE	SIT STAND DESK AND SUPPLIES	100-1600-600.100.000	873.23
SHANE FERRELL	7/6/2018	NELSON'S ACE HARDWARE	BUILDING SUPPLIES-SENIOR CENTER	702-9300-600.250.000	3.22
SHANE FERRELL	7/6/2018	NELSON'S ACE HARDWARE	SPECIAL SUPPLIES-PARKS	100-5300-600.250.000	5.14
SHANE FERRELL	6/29/2018	NELSON'S ACE HARDWARE	SPECIAL SUPPLIES -STREETS	214-5400-600.250.000	12.68
SHANE FERRELL	7/18/2018	NELSON'S ACE HARDWARE	SPECIAL SUPPLIES-PARKS	100-5300-600.250.000	15.38
SHANE FERRELL	6/28/2018	NELSON'S ACE HARDWARE	SPECIAL SUPPLIES-BRENTLINGER PARK	100-5300-600.250.000	35.10
SHANE FERRELL	7/10/2018	NELSON'S ACE HARDWARE	SPECIAL SUPPLIES -PARKS	100-5300-600.250.000	65.07
SHANE FERRELL	7/10/2018	NELSON'S ACE HARDWARE	SPECIAL SUPPLIES -STREETS	210-5400-600.250.000	65.08
SHANE FERRELL	6/28/2018	NAPA AUTO PARTS	AUTO SUPPLIES -FLEET	701-9200-600.256.000	69.38
SHANE FERRELL	7/6/2018	HOME DEPOT	SPECIAL SUPPLIES-PARKS	100-5300-600.250.000	129.09
SHANE FERRELL	7/20/2018	NELSON'S POWER CENTER	SPECIAL SUPPLIES-PARKS	100-5300-600.250.000	65.07
SHANE FERRELL	7/20/2018	NELSON'S POWER CENTER	SPECIAL SUPPLIES-STREETS	210-5400-600.250.000	65.08
SHANE FERRELL	6/27/2018	NELSON'S POWER CENTER	SPECIAL SUPPLIES-STREETS	210-5400-600.250.000	146.16
SHANE FERRELL	6/27/2018	NELSON'S POWER CENTER	SPECIAL SUPPLIES -PARKS	100-5300-600.250.000	146.16
SHANE FERRELL	7/9/2018	NELSON'S POWER CENTER	TRIMMER FOR PARKS	100-5300-600.305.000	214.75
STEVE GIBBS	7/5/2018	NAPA AUTO PARTS	AUTO PARTS #177	701-9200-600.256.000	\$21.67
STEVE GIBBS	7/12/2018	NAPA AUTO PARTS	AUTO PARTS	701-9200-600.256.000	67.38
STEVE GIBBS	7/3/2018	NAPA AUTO PARTS	AUTO PARTS #175	701-9200-600.256.000	135.94
STEVE GIBBS	7/2/2018	NAPA AUTO PARTS	PARTS #717	701-9200-600.256.000	169.88
STEVE GIBBS	7/3/2018	NAPA AUTO PARTS	AUTO PARTS #175	701-9200-600.256.000	184.87
STEVE GIBBS	7/3/2018	SELMA AUTO SUPPLY	AUTO PARTS	701-9200-600.256.000	11.47



# US BANK INVOICE FOR CALCARD CHARGES: 6/23/18-7/23/18

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
STEVE GIBBS	7/11/2018	SELMA AUTO SUPPLY	AUTO REPAIR #177	701-9200-600.256.000	20.50
STEVE GIBBS	7/12/2018	SWANSON FAHRNEY FORD	AUTO REPAIR PARTS #177	701-9200-600.256.000	15.90
STEVE GIBBS	7/17/2018	SWANSON FAHRNEY FORD	AUTO REPAIR #175	701-9200-600.457.000	340.00
STEVE GIBBS	7/12/2018	FAHRNEY BUICK GMC	AUTO REPAIR PARTS #719	701-9200-600.256.000	73.08
STEVE GIBBS	7/19/2018	O'REILLY AUTO SUPPLY	AUTO PARTS FOR SHOP	701-9200-600.256.000	134.10
STEVE GIBBS	6/6/2018	GOODYEAR TIRE & RUBBER COMPANY	AUTO REPAIR	701-9200-600.256.000	1,201.83
STEVE GIBBS	7/13/2018	NELSON'S POWER CENTER	AUTO PARTS	701-9200-600.256.000	48.16
STEVE GIBBS	7/6/2018	NELSON'S POWER CENTER	AUTO REPAIR	701-9200-600.457.000	49.50
STEVE GIBBS	7/9/2018	NELSON'S POWER CENTER	AUTO PARTS	701-9200-600.256.000	64.65
STEVE GIBBS	7/6/2018	NELSON'S POWER CENTER	AUTO REPAIR	701-9200-600.457.000	128.15
STEVE GIBBS	7/6/2018	NELSON'S POWER CENTER	AUTO REPAIR	701-9200-600.256.000	284.98
STEVE GIBBS	7/2/2018	A OKAY BODY SHOP	AUTO REPAIR #1000	701-9200-600.457.000	9,196.16
STEVE GIBBS	7/12/2018	SCELZI ENTERPRISES, INC	AUTO REPAIR #804	701-9200-600.457.000	831.62
STEVE GIBBS	6/27/2018	ALTEC INDUSTRIES	AUTO REPAIR #2600	701-9200-600.457.000	8,783.09
STEVE GIBBS	7/17/2018	SIGN RANCH	AUTO REPAIR PARTS #727	701-9200-600.457.000	237.56
STEVE GIBBS	7/10/2018	EXPRESS TOWING	AUTO TOW #178	701-9200-600.458.000	195.00
STEVEN MARES	7/18/2018	WALMART	ITEMS FOR SEARCH WARRANT SERVICE	100-2200-600.250.000	31.92
TESLA NASON	6/22/2018	LIEBERT CASSIDY WHITMORE	WEBINAR-NEGOTIABLE ASPECTS	100-1400-610.915.000	70.00
TESLA NASON	6/28/2018	LIEBERT CASSIDY WHITMORE	WEBINAR-JANUS V. AFSCME	100-1400-610.915.000	100.00
TESLA NASON	7/9/2018	SAVE MART	POLICE OFC. INTERVIEW SNACKS	100-1400-610.920.000	32.40
TESLA NASON	7/18/2018	SAVE MART	FIRE CHIEF INTERVIEW SNACKS	100-1400-610.920.000	21.06
TESLA NASON	7/18/2018	SAVE MART	MISC SUPPLIES-BREAK ROOM	100-1400-600.250.000	19.24
TIM CANNON	6/26/2018	PROSITIVE PROMOTIONS	K9 STICKERS	100-2200-600.250.000	129.89
TIM CANNON	6/30/2018	GALLS	UNIFORM, EQUIP (TIM CANNON REVOLVING)	100-0000-123.010.000	144.25
					44,074.30

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**ITEM NO:** 2.

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

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**DISCUSSION:**

The City currently has a schedule of fees prescribing the charges for a variety of City services. In April 2005, the City contracted with Revenue and Cost Specialists (RCS) to conduct a user fee study to analyze the City's services and the fees charged for those services. By law, user fees may be charged for services provided by an agency, but only for an amount equal to the recovery of the costs necessary to provide the services. Based on this study, user fees were last updated in July 2017. These costs need to be updated annually to reflect salary adjustments, changes in procedures, increases in overhead and other costs of doing business.

Staff has reviewed our existing fees, based on the above criteria, and is recommending various changes. Attached for your review is a schedule of proposed fees. Fees to be changed are noted on this schedule, including the amount they are being changed from. It is important to note that reviewing the fee schedule does not automatically mean that fees are being increased, some fees are being removed or added due to recently adopted Ordinances by Council, and others are removed because the service is no longer provided. The new fees pertaining to development will take effect after 60 days, whereas all other fees will take effect the following day after adopting.

<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>
None		Increase in revenue- amount unknown at this time
<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: None  Fund Balance:		None

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

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 Isaac Moreno, Acting City Manager

8-16-18  
 Date

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I \_\_\_\_\_  
 Isaac Moreno, Acting City Manager

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

# Customer Ad Proof

60006862 City of Selma - Legals

Order Nbr 83871

## Publication Enterprise Recorder

Contact City of Selma - Legals  
Address 1 1710 TUCKER ST  
Address 2  
City St Zip SELMA CA 93662  
Phone 5598912201  
Fax

PO Number  
Rate Open  
Order Price 167.37  
Amount Paid 0.00  
Amount Due 167.37

Section Legals  
SubSection  
Category 201 Public Notices

Start/End Dates 08/08/2018 - 08/15/2018  
Insertions 2  
Size 79

Ad Key 83871-1  
Keywords AD# 83871 CITY OF SELMA CITY C

Salesperson(s) Juan Morales  
Taken By Juan Morales

Notes

Ad Proof AD# 83871

### CITY OF SELMA CITY COUNCIL NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, that the Selma City Council will conduct a public hearing on Monday, August 20, 2018 at 6:00 p.m. (or as soon as possible thereafter) at City Hall in the Council Chambers, located at 1710 Tucker Street, Selma, California. to consider the following matter:

To receive testimony and consider all evidence, reports and comments regarding the fees charged for providing special services to the public of a voluntary and limited nature ("User Fees").

An analysis of the services provided and the costs reasonably borne for providing those services has been conducted and is available for review in the Finance Department, M-F, 8 a.m. - 5 p.m. (closed for lunch 12:00 p.m. to 1:00 p.m.), at City Hall at the address listed above. Specific questions concerning the proposed User Fees can be directed to the Finance Department by calling 559-891-2205.

Any persons wishing to speak for or against the proposed User Fees should attend the public hearing. All interested persons are invited to inspect the file and to be present to give testimony at the public hearing. Written comments may be sent via U.S. Mail or by hand delivery to the City of Selma, at City Hall, at the address listed above.

If you challenge the nature of the proposed items in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City of Selma at, or prior to, the public hearing.

Attest:  
/s/Reyna Rivera  
Reyna Rivera, City Clerk

Publish Date: August 8, 2018 and August 15, 2018

**RESOLUTION NO. 2018 - R**

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

**WHEREAS**, the City is permitted to adopt fees for municipal services, provided, however, that such fees do not exceed the estimated reasonable cost of providing such services; and

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

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

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

**WHEREAS**, City Staff has revised the City's existing fee schedule to reflect the estimated cost of provide certain services; and

**WHEREAS**, notice of the public hearing on the proposed user fees was published in the Selma Enterprise on July 18, 2018, in accordance with the provisions of Government Code Section 6062a and the City's Code; and

**WHEREAS**, on August 6, 2018, the City Council conducted a duly noticed public hearing to consider the proposed fees, and considered all testimony written and oral; and

**WHEREAS**, the City Council desires to amend the City's existing fee schedule as set forth in Exhibit A, attached hereto and incorporated herein by reference, said fees do not exceed the estimated reasonable cost of providing such services.

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

**Section 1:** The above recitals are true and correct, and are incorporated herein by reference.

**Section 2:** Prior Resolutions. The City hereby rescinds any prior resolutions establishing a fee schedule.

**Section 3: Fee Schedule Adoption:** The fees set forth in Exhibit A are hereby adopted by the City Council as the fees for the services set forth therein. Said fees pertaining to development shall take effect 60 days following the date of adoption. All others shall take effect following date of adoption.

**Section 4: Separate Fee for each Process:** All fees set by this resolution are for each individual process, additional fees shall be required for each additional process or service that is requested or required. Where fees are indicated on a per unit or measurement basis the fee is for each individual unit or portion thereof within the indicated ranges of such units.

**Section 5. Severability.** The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

**Section 6. Effective Date.** That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

**PASSED, APPROVED and ADOPTED** this 20<sup>th</sup> day of August, 2018, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

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Jim Avalos, Mayor

Attest:

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Reyna Rivera, City Clerk

## Proposed User Fees Listing changes for fiscal year 2018-2019

- Changes are based on increases in labor costs from negotiated MOU raises of 3% - 5%

Firefighters Association Unit received 4%  
Safety Middle Management Unit received 5%  
Police Officers Association Unit received 5%  
Public Works Unit received 3%  
Miscellaneous Middle Management Unit received 3%  
Secretarial, Technical & Clerical Association Unit received 3%

- An analysis was also done by each department head to cover all costs incurred.

## Community Development

Reference #	Fee Name	Description of Service	Fee Structure	Recommended Change
CD-005	Building Relocation Permit And Inspection Fee	A service providing permission to move or remove a building or structure with related inspection and approval of the relocation.	Fully burdened rate plus actual costs	no change
CD-006	Building Demolition Permit And Inspection Fee	Reviewing plans to demolish a building and inspecting the building prior to and during demolition.	\$149 split \$85-Planning/\$64-Fire	\$155 split (\$90 - Planning \$65- Fire)
CD-010	Lost Inspection Card	Recreating an inspection card from City files if the developer lost the card.	\$7 per card	\$10 per card
CD-011	Restamping Approved Plans	This service is provided when a new date needs to be stamped on final plans and after those plans have been reviewed and approved.	\$48 per plan	\$75 per plan
CD-019	Site Plan Review	Reviewing a specific site plan and or design to assure compliance with City codes and standards.	\$2,962 deposit required to cover labor at fully burdened rate plus actual costs incurred	\$3,035 deposit required to cover labor at fully burdened rate plus actual costs incurred
CD-020	Architectural Plan Review	The process of reviewing an architecture plan and assuring with the appropriate City codes and standards.	\$2,219 deposit required to cover labor at fully burdened rate plus actual costs incurred	\$2,515 deposit required to cover labor at fully burdened rate plus actual costs incurred
CD-021	Planned Unit Development	Review of all of the development issues for a particular planned unit development. This is in additional to other tract map services.	\$3,023 deposit required to cover labor at fully burdened rate plus actual costs incurred	no change



## Community Development

Reference #	Fee Name	Description of Service	Fee Structure	Recommended Change
CD-022	Specific Plan Amendment	Make recommendations regarding a proposed amendment to an already approved Specific Plan and prepare reports to the Planning Commission and City Council.	\$7,277 deposit required to cover labor at fully burdened rate plus actual costs incurred	\$7,450 deposit required to cover labor at fully burdened rate plus actual costs incurred
CD-023	Home Occupation Permit Review	Review of a proposed business use in a residential area for compliance with City codes and standards.	\$396 per application plus \$118 for PD approval	\$405 per application plus \$120 for PD approval
CD-024	Sign Review	Reviewing a sign plan to check for compliance with appropriate City codes and standards.	\$396 per application	\$510 per application
CD-025	Temp Subdivision Sign Review	Reviewing a temporary subdivision sign plan to check for compliance with appropriate City codes and standards.	\$396 per application	\$510 per application
CD-026	Zone Change Review Fee	Review a request to amend the regulations established by zoning maps.	\$5,714 deposit required to cover labor at fully burdened rate plus actual costs incurred	\$5,820 deposit required to cover labor at fully burdened rate plus actual costs incurred
CD-029	Temporary Sign/Banner Permit	Review a proposed temporary sign or banner placement to assure compliance with City codes and standards.	\$297 per permit	\$350 per permit
CD-031	Lot line Adjustment	Review a proposed change to a property boundary between two or more lots and checking the drawings of maps relating to such change.	\$2,615 deposit required to cover labor at fully burdened rate plus actual costs incurred	no change
CD-032	Minor Modification	Review an approved exiting site plan with changes of less than 50 % to assure compliance with City codes and standards.	\$1,743 per application	no change

## Community Development

Reference #	Fee Name	Description of Service	Fee Structure	Recommended Change
CD-039	Processing of Appeal of Staff/Commission Decision Fee	Review, report on , publish, and perform staff work for an appeal of a decision of City staff to either the Planning Commission or the City Council.	\$1,588 per appeal plus actual costs	\$1,615 per appeal plus actual costs
CD-041	Public Convenience/Necessity (ABC)	In cases where a business desires to undertake certain activities requiring special permitting in compliance of the City code, a public convenience and necessity permit is issued after review of the application.	\$1,984 per permit	\$2,125 per permit
CD-042	Street Re-Name Process	Processing a request to rename a City street.	\$238 per application	\$240 per application
CD-043	Building Re-Address Processing	Processing a request to renumber a building address.	\$293 per request	\$300 per request
CD-046	Abandoned Carts Removal/Disposal	The City has initiated an abandoned cart removal and disposal program. These carts are taken to facilities where owners are notified to pick them up at their expense.	\$60 per cart after 3 occurrences within a 6 month period	no change
CD-048	GIS Printouts/CAD Assistance-Other Agencies	Processing copies of blueprints or maps upon request thereby producint a custom GIS map. Preparing computer automated design applications for public agencies and transmitting data to them.	Fully burdened rate 4 hours minimum	no change
CD-051	Fortune Teller Land Use Permit Application	Application to operate business for a particular location See Resolution No. 2013-58R	\$1,420 per application	no change
CD-052	Fortune Teller Land Use Permit Renewal	Renewal of approval to operate business for a particular location See Resolution No. 2013-58R	\$220 per application	no change

## Community Development

Reference #	Fee Name	Description of Service	Fee Structure	Recommended Change
CD-053	Medical Marijuana Cultivation Permit Fee	Permit is to allow the cultivation of medical marijuana See Resolution No. 2013-58R	\$1,420 per application	no change
CD-054	Medical Marijuana Cultivation Permit Renewal Fee	Renewal of Permit to allow the cultivation of medical marijuana See Resolution No. 2013-58R	\$220 per application	no change
CD-055	Fortune Teller License	Review and process license to operate in selma See Resolution No. 2013-58R	\$385 per application	no change
CD-056	Fortune Teller License Renewal	Renewal of license to operate in selma See Resolution No. 2013-58R	\$220 per application	no change
CD-057	Storage Container Permit	Permit is to allow one Storage Containers to be placed on residence of 2500 square feet for 90 days	\$10 per permit	no change
CD-058	Fence Placement Permit	Permit is to allow placement of a new fence.	\$10 per permit	no change
CD-059	Environmental Initial Study	Initial Study to determine if the project may have a significant effect on the environment.	\$1,800	no change

## Fire

Reference #	Fee Name	Description of Service	Fee Structure	Recommended Change
FI-001	Fire False Alarm Charges	Responding to a fire alarm that has been determined to be false and it has been the third such response to the specific address within the last twelve months.	\$100 for 3rd false alarm in a 12 month period \$200 for 4th false alarm in a 12 month period \$400 for 5th false alarm in a 12 month period \$800 each subsequent false alarm	no change
FI-002	Annual Fire Code Inspection	Performing the annual inspection program for businesses within the City to assure compliance that the appropriate fire <u>prevention requirements are met.</u>	\$119 per year	\$120 per year
FI-003	Fire Code Enforcement Inspection	Performing the annual inspection program for business within the City to assure compliance with all applicable codes. Also for those businesses that have not complied with standard fire prevention requirements and further inspections are necessary.	See Exhibit F1	no change
FI-004	Annual Fire Code Permit	This permit is issued and constitutes permission to maintain, store, use, or handle materials, or to conduct processes which produce conditions hazardous to life, or property, and allows installation of equipment used in connection with such activities.	Eliminated	no change
FI-005	Fire/Ambulance Report Copy	Providing a fire or ambulance incident report copy upon request.	\$15 per report	no change
FI-006	Hazardous Material Insp. and Permit	This is an annual permit issued to specific City businesses because of the unusually high hazardous material used in <u>operation or stored on-site.</u>	Fully burdened rate with 1 hour minimum plus actual costs	no change
FI-007	State Mandate Fire Inspection Hospitals	Performing specialized fire inspections mandated by state law to <u>ensure public health and safety concerns are followed and met at these special facilities. State mandated fire inspections and clearance-Hospitals</u>	See Exhibit F4	no change
FI-008	State Mandate Fire Inspection Convalescent Homes	Performing specialized fire inspections mandated by state law to ensure public health and safety concerns are followed and met at these special facilities. State mandated fire inspections and clearance-Convalescent Homes	Eliminated Combined with FI-007	no change
FI-009	State Mandate Fire Inspection	Performing specialized fire inspections mandated by state law to ensure public health and safety concerns are followed and met at these special facilities. State mandated fire inspections and clearance-Residential Care Facilities	Eliminated Combined with FI-007	no change
FI-010	State Mandate Fire Inspection	Performing specialized fire inspections mandated by state law to ensure public health and safety concerns are followed and met at these special facilities. Inspections of Large Family Day Cares - over 7 clients	Eliminated Combined with FI-007	no change
FI-011	Fire Hood /Duct Plan Check & Inspec.	Plan and inspection of a new fire hood or duct system to assure compliance with City codes and standards.	\$255 per plan check and inspection \$125 for each plan recheck and reinspection	no change
FI-012	Ambulance Service Charges	Providing ambulance and emergency medical services to the <u>public.</u>	See Exhibit F2	no change
FI-018	Public Fireworks Review & Inspections	Inspecting a public fireworks event, such as the annual <u>fireworks</u> display at the high school, to safeguard against a possible public safety occurrence and to assure compliance with all applicable <u>codes.</u>	\$340 per review includes plan review, permit and primary inspection Charge actual cost using fully burdened rate for each additional <u>inspection.</u>	no change
FI-019	Fair/Carnival Fire Inspection	Inspecting a fair and/or carnival event to safeguard against a possible public safety occurrence and to assure compliance with <u>all applicable codes.</u>	\$356 per event	\$370 per event
FI-020	Christmas Tree Lot Fire Inspection	Inspecting a Christmas tree lot to <u>safeguard</u> against possible public safety occurrence and to assure compliance with all <u>applicable codes.</u>	\$89 per lot 2nd Inspection - No Charge \$25 per reinspection after 2nd reinspection	\$90 per lot 2nd Inspection - No Charge \$25 per reinspection after 2nd reinspection
FI-021	CPR Class Fee	Instructing a class on CPR techniques and providing certification.	\$65 per professional \$45 for all <u>others</u>	no change
FI-022	EMT Class Fee	Instructing a class on emergency medical training techniques and <u>providing certification.</u>	\$550 per participant	no change
FI-023	Illegal Burn Suppression Charge	Responding to and putting out a fire that did not have the appropriate permit for a controlled burn or it is an illegal burn.	See Administration Citation	no change

## Fire

Reference #	Fee Name	Description of Service	Fee Structure	Recommended Change
FI-024	Overhead System-Hanger Inspection	Hanger inspection on overhead system	\$119 per inspection	\$120 per inspection
FI-025	Overhead System-Pressure Test	Pressure test on overhead systems	\$119 per inspection	\$120 per inspection
FI-026	Underground Systems-Trust Block Inspection	Trust block inspection	\$119 per inspection	\$120 per inspection
FI-027	Underground Systems-Flush & Pressure Check	Flush and pressure check	\$119 per inspection	\$120 per inspection
FI-031	Dangerous & Substandard Building Inspection	Services for special inspection of dangerous and substandard buildings.	Fully burdened rate with 1 hour minimum plus actual costs	no change
FI-032	After Hours Plan Review	1 hour minimum	Fully burdened over time rate with 1 hour minimum plus actual costs	no change
FI-033	After Hours Inspection	1 hour minimum	Fully burdened over time rate with 1 hour minimum plus actual costs	no change
FI-034	Temporary or Certificate of Occupancy	Inspection of business to determine temporary or certificate of occupancy.	Eliminated	no change
FI-035	Fire Hydrant Systems Inspection	Review for placement of fire hydrants	Eliminated	no change
FI-036	Amusement Use Review (Haunted Houses)	Review a specific site plan or design to assure compliance with City codes and standards. This includes two inspections.	Eliminated	no change
FI-037	Rack or High Pile Storage	Inspection of large commercial buildings to review how high they can stack commodities or inventory within the building.	Eliminated	no change
FI-038	Flammable/Combustible Liquid Tank Inspection	Inspect all flammable or combustible liquid tanks.	Eliminated	no change
FI-039	Site Plan Review & Revision Review	Review a specific site plan or design to assure compliance with City codes and standards.	Eliminated	no change
FI-040	Special Event Inspection	1 hour minimum	Fully burdened rate with 1 hour minimum plus actual costs	no change
FI-041	Spray Booth Plan Review & Inspection	Plan review and inspection	\$250 per review	no change
FI-042	Emergency Ambulance Stand-By	Providing an ambulance company to stand-by during a special event to safeguard against possible public safety occurrences.	Eliminated	no change
FI-043	First Responder Paramedic Service	Providing 1st responder paramedic service.	Eliminated	no change

## Miscellaneous

Reference #	Fee Name	Description of Service	Fee Structure	Recommended Change
MC-001	Business Licenses Administration Fee	Review and processing of the annual business license administration program	\$30 per licenses administration fee \$5 reprint charge for lost or destroyed Business License Certificate	\$35 per licenses administration fee \$5 reprint charge for lost or destroyed Business License Certificate
MC-002	New Business License Application	Review and processing of new business license application for business located in town. This does not include inspections.	\$148 per application	\$150 per application
MC-003	Return Check Processing Fee	Processing checks returned due to insufficient funds.	\$25 per check	no change
MC-004	Business License Listing	Provide a copy of all the business licenses issued by the City at the request of a private party.	\$15 research charge plus \$0.15 per page printed. No charge per page for pdf.	no change
MC-005	Yard Sale Permit	Issuing a Yard Sale Permit	\$11 per Permit \$20 if the permit is not purchased before the sale is held (\$11 permit & \$9 penalty) Limit 3 permits per calendar year per residence.	no change
			\$20.00 per year - Unaltered \$10.00 per year - Altered (spayed or neutered)	
MC-006	Animal License	Issuing an Animal License	Senior Citizens - 62 and over - 50% discount \$10.00 per year - Unaltered \$5.00 per year - Altered (spayed or neutered)  If paid after 3/31 50% penalty	no change
MC-007	Records Research Service	Researching public records that are not readily retrievable and require extensive research or review by City staff as requested by private parties.	First 15 minutes no charge \$10.00 for each 15 minutes thereafter	First 15 minutes no charge \$15.00 for each 15 minutes thereafter
MC-008	Document Printing & Copying	Copying various City documents upon individual request	\$10.00 look-up charge plus \$0.15 per page	\$15 look-up charge plus .15 per page
MC-009	Notary Certification Charge	Notary services performed in house and on request by the public.	\$10 per certification	no change
MC-010	Bingo License Permit	Processing an application from a non-profit organization to hold regular bingo games.	\$50 per application	no change
MC-011	Christmas Tree Lot Permit	To review and approve placement of sales lots for Christmas trees or pumpkins during holiday seasons.	\$50 per Christmas tree lot	no change
MC-012	Fair/Carnival Permit	Permit (in lieu of a business license) issued to a fair, circus, carnival or other such event to be held in the City.	\$100 per day event \$100 cleaning deposit	no change
MC-013	Fireworks Stand Permit	To review and approve placement of fireworks stands for sale of fireworks to the public during the holiday season.	\$50 per stand permit \$50 cleaning deposit See Fire FI-017 for inspection fees.	no change
MC-014	Garbage Disposal Rates	Rates for residential and commercial trash disposal in the City of Selma. The single family rate includes one each, garbage (brown can), green waste (green can) and recycling (blue can) collection each week. A Senior Citizen discount is available upon	See resolution	no change
MC-015	Rental Property Maintenance Charge	Management and maintenance of rental property either owned by the City/RDA or managed by the City/RDA.	Fully burdened rate plus actual costs	no change
MC-016	Public Fireworks Permit	To review plan for the holding of a public fireworks display.	No charge at this time for permit, however see Fire FI-018	no change

## Police

Reference #	Fee Name	Description of Service	Fee Structure	Recommended Change
PO-001	Special Business Fee	Reviewing the background, premises, operations, and requirements of various businesses which potentially may create a threat to the public health, safety, and morals.	\$422 per application	no change
PO-002	Bicycle License Fee	Processing a bicycle registration.	\$3 per year	\$5 per year
PO-003	Noise Disturbance Response	Responding to a loud party or a similar disturbance of the peace in order to quiet the activity after an initial warning.	See Administration Citation	no change
PO-004	Police False Alarm Response	Responding to an alarm where no evidence of forced entry is found and it is concluded the alarm was activated due to either negligence or mechanical malfunction.	No charge for first 2 responses \$50 for 3rd false alarm in a 12 month period \$75 for 4th false alarm in a 12 month period \$100 for 5th false alarm in a 12 month period \$500 for each subsequent false alarm	No charge for first 2 responses \$65 for 3rd false alarm in a 12 month period \$100 for 4th false alarm in a 12 month period \$150 for 5th false alarm in a 12 month period \$500 for each subsequent false alarm
PO-005	Records Check/Clearance Letters	Investigate and prepare a clearance letter for private individuals requesting this service.	\$31 per letter	\$32 per letter
PO-006	Police Photograph Reproduction	Providing private individuals copies of crime scene or accident photographs upon request.	\$10 plus actual duplication costs	No change
PO-007	Video/Audio Tape Reproduction	Providing private individuals copies of various video and/or audio tapes upon request.	\$63 plus actual duplication costs	\$65 plus actual duplication cost
PO-008	Police Report Copy	Providing copies of a crime report, accident report, or other formal police documents upon request.	\$15 per report plus \$.10 per page	No change
PO-009	Citation Copy Charge	Looking up a citation upon request of a private party and making a copy.	\$15 per citation	no change
PO-010	Civil Subpoena Of Pd Personnel (Witness Fee)	Responding to a request from a civil subpoena - these are also referred to as "witness fees".	Fees are set and established by individual court jurisdiction.	Fees are set and established by Government code section 68097.2 \$275
PO-011	Vehicle Equipment Correction Inspection	Sign-off on vehicle mechanical non-compliance citations.	\$16 per sign-off	no change
PO-012	DUI Arrest/Accident Response	Responding to a DUI incident and subsequent investigation if applicable.	\$333 per arrest only plus other actual costs \$450 per accident and arrest plus other actual costs See DUI recovery cost form for additional costs	\$450 per accident and arrest plus other actual costs. See DUI recovery cost form for additional costs
PO-013	Special Police Services	Providing Police services to special events such as parades, fairs, athletic events, etc.	Actual cost using fully burdened rate.	no change
PO-014	Impound Vehicle Release	Collection and release of vehicles impounded by the City for such occurrences as driving on a suspended license, etc.	\$176 per vehicle	\$185 per vehicle
PO-015	Repossessed Vehicle Processing	Processing a repossessed vehicle	State mandated \$15 per vehicle and pass through other actual costs	no change
PO-016	Special Events Permit	Review of a request by a private party or community group to have some type of special event requiring City processing and approval, often with a temporary alcohol beverage allowance.	Minor event (One day ABC license, sound permit, dance permit, etc.) - \$74 per permit (e.g. sound permit) Major event (Events requiring multi department planning committee, such as band festival, chili cook-off, car shows, etc.)- \$815 per permit	Minor event (One day ABC license, sound permit, dance permit, etc.) - \$75 per permit (e.g. sound permit) Major event (Events requiring multi department planning committee, such as band festival, chili cook-off, car shows, etc.)- \$845 per permit
PO-017	Animal Redemption	Processing and redeeming an animal to its owner.	1st offense - \$42 plus \$5 per day 2nd offense - \$84 plus \$5 per day All additional - \$126 plus \$5 per day	no change
PO-018	Vin Verification	Processing a request to verify a vehicle identification number.	\$58 per request	\$60 per request
PO-019	Weapon Release	Storage and release of a private weapon.	\$26 per weapon	No change
PO-020	Animal Noise Disturbance	Responding to a complaint concerning an animal disturbance, usually a dog, wherein an officer responds to a residence. If the resident is out of town, further activity occurs with an Animal Control Officer notifying the owner of noise disturbances.	See Administration Citation	No change

## Police

Reference #	Fee Name	Description of Service	Fee Structure	Recommended Change
PO-021	Voluntary Animal Release to Shelter	At the request of a private party, processing and coordinating the release of an animal into animal shelter custody.	\$37 per request	no change
PO-022	Stored Vehicle Release Processing	Processing a vehicle that has been towed and stored because the driver was arrested, or registration tags have expired over six months, (etc).	\$109 per vehicle	\$115 per vehicle
PO-023	Court Order Service	Filing court order documents at the request of private citizen.	\$31 per filing	no change
PO-024	Private Property Accident Investigation Fee	At the request of a private party, the investigation of and filing of a report on an accident that happened on private property.	No charge if only exchange of information and traffic clearance \$62 if written report is filed at police station.	no change
PO-025	Filing False Report Charge	Cost of investigating an incident of the filing of a false police report.	Actual cost using fully burdened rate.	no change
PO-026	Police Classes (Post)	Offering a class to police personnel (our personnel and from other cities) on POST subjects.	Amount set by POST	no change
PO-027	Live Scan	Live Scan Fingerprinting Services	\$32 plus applicable DOJ Fee	no change



## Public Works

Reference #	Fee Name	Description of Service	Fee Structure	Recommended Change
PW-001	Street Blocking Permit	Issuing a street blocking permit upon request from a private party for such things as street block parties or other special events.	No charge for neighborhood watch programs \$5 per barricade \$75 per permit for all others	no change
PW-002	Transportation Permit	Reviewing the proposed route, vehicle, and potential cost of damage done that generally exceeds the allowable weight, height, and width limits for travel upon City streets of wide, overweight, or overlong loads.	\$16 per single trip \$90 for annual permit	no change
PW-003	Storm Drain Maintenance (Flood Control Maintenance)	Maintaining, repairing and replacing storm drainage facilities.	Actual cost using fully burdened rate.	no change
PW-004	Street Sweeping	Providing street sweeping services to the City.	Based on Garbage contract	no change
PW-005	Special Traffic Marking	Upon individual request, providing special street and traffic markings for handicap and other special parking requirements.	\$235 per request plus actual costs	\$240 per request plus actual costs
PW-006	Weed Abatement	Inspecting, posting, and cleaning weeds and debris from private property seen as a nuisance or fire hazard.	\$315 administrative fee plus actual cost of contractor to abate lots.	\$320 administrative fee plus actual cost of contractor to abate lots
PW-007	Median & Island Maintenance	Maintaining and replacing medians and parkway landscaping within the public right-of-way, not including landscape maintenance districts.	Actual cost using fully burdened rate.	no change
PW-008	Right-Of Way Clean-Up Charge	Cleanup up any kind of spilled load on public right-of-way	Actual cost using fully burdened rate.	no change
PW-009	Utility Street Usage	Providing the use of street right-of-way for utility poles, lines, fitting, underground cabling and appurtenances.	See franchise agreement	no change
PW-010	Sewer Utility Street Usage	Providing the use of street right-of-way for underground piping.	See SKF franchise agreement	no change
PW-011	Garbage Utility Street Usage	Providing the use of street right-o-way for refuse trucks.	10% franchise fee charged on gross garbage billing.	no change
PW-012	Alley Maintenance	Maintaining alleys on double-fronting lots.	Actual cost using fully burdened rate.	no change
PW-013	Street Tree Maintenance	Maintaining and replacing trees in the public right-of-way	Actual cost using fully burdened rate.	no change

## Public Works

Reference #	Fee Name	Description of Service	Fee Structure	Recommended Change
PW-014	Street Light Maintenance	Repairing and maintaining city owned street lights	Actual cost using fully burdened rate.	no change
PW-015	Traffic Signal Maintenance	Repairing and maintaining City traffic signals	Actual cost using fully burdened rate.	no change
PW-016	Parking Lot Maintenance	Maintaining and providing improvements to municipal parking lots	Actual cost using fully burdened rate.	no change
PW-017	Swimming Pool Drainage Permit	All swimming pool and hot tub owners are required to obtain a City Permit before draining these water features.	\$46 per permit	\$50 per permit

## Recreation

Reference #	Fee Name	Description of Service	Fee Structure	Recommended Change
RE-001	Adult Sports Programs	Operation of adult sports activities within the community.	Co-ed Softball \$400 per team Men's Softball \$460 per team Men's Basketball \$400 per team Co-ed Volleyball \$145 per team	no change
RE-002	Youth Sports Programs	Operation of youth sports activities within the community.	T-ball \$50 per participant Girls Softball \$40 per participant Youth Basketball \$40 per participant Basketball Clinic \$30 per participant	no change
RE-003	Youth Center Services	Providing youth center services to the community such as the Salazar Center and the Weed and Seed Center.	No charge	no change
RE-004	Adult Private Ball Field Usage	Usage of the City's ballfields and soccer fields by adult organizations or community groups.	Charge per field \$70 per day Administration charge \$30 Field preparation charge \$35	no change
RE-005	Youth Private Ball Field Usage	Usage of the City's ballfields and soccer fields by youth organizations and community groups.	\$400 per youth organization	no change
RE-006	Ball Field Lighting Rental	Usage of the City's ballfield lighting system at night by various adult organizations or community groups.	\$25 per hour with a 2 hour minimum \$5 administration fee per rental	no change
RE-007	Park Facility Rental	Usage of the City's parks by various organizations or community groups.	Residents - \$100 per reservation Non-residents - \$137 per reservation	Residents - \$100 per reservation Non-residents - \$140 per reservation
RE-008	Picnic Shelter Rental	Usage of the City's picnic shelter by various individuals, organization or community groups.	Residents - \$40 per reservation Non Residents - \$70 per reservation \$5.00 fee for electricity use with a bounce house.	no change
RE-009	Children's Performing Arts Classes	Providing dramatic arts activities to the community.	Cool Kids \$50 per participant Cool Kid Prelude \$40 per participant Theater Workshop \$25 per participant Children under 12 \$2.50 per ticket	no change
RE-010	Swimming - Recreational	Providing aquatic activities to the community.	\$1.25 Children (12 and under) \$1.50 Adult (13 and over)	no change
RE-011	Swimming Lessons	Providing aquatic activities to the community in the form of swimming lessons.	No fee structure at this time	no change
RE-012	Swimming Pool Rental	Providing swimming pool rental service at the request of a private party.	No fee structure at this time	no change
RE-013	Special Event Booth Rental	Issuance of a permit to sell food at a booth for community event activities.	\$75 per booth	no change
RE-014	Pioneer Village Rental	Renting of Pioneer Village building and facilities	See Pioneer Village Fee Schedule	no change
RE-015	Salazar Center Rental	Rental of Salazar Center to organizations or private individuals.	No fee structure at this time	no change
RE-016	Arts Center Rental	Rental of Arts Center to organizations or private individuals.	See Arts Center rental schedule	no change

## Recreation

Reference #	Fee Name	Description of Service	Fee Structure	Recommended Change
RE-017	City Recreation Class Fee	Various recreation classes provided for the public. These may include art lessons, physical fitness, dog training or any other such event as requested by the public.	Actual cost using fully burdened hourly rate plus cost of class materials.	no change

## Engineering Development Fees

Reference #	Fee Name	Description of Service	Fee Structure	Recommended Change
EN-001	Grading Plan Check	Checking grading plans to assure they meet City codes, standards, and requirements.	Minor (individual lots)- \$412 per plan Major (subdivisions or multiple lots)- \$15 per unit/lot and \$1,500 deposit to cover labor at fully burdened rate plus actual costs incurred	Minor (individual lots)- \$560 per plan Major (subdivisions or multiple lots)- \$840 plus \$15 per unit/lot. \$140 per review after 3rd
EN-002	Grading Inspection	Inspecting grading improvements and assuring they meet standards set out in the approved grading plans.	Minor (individual lots)- \$ 141 per inspection Major (multiple lots) - \$ 420 per inspection + \$10 per unit/lot	no change
EN-003	Final Parcel Map Review	Review of a final parcel map for conformance with the Subdivision Map Act and with City codes and requirements.	\$1,469 per map + \$40 per parcel	no change
EN-004	Final Tract Map Review	Review of a final tract map for conformance with the Subdivision Map Act and with City codes and requirements.	\$2,704 per map + \$20 per unit/lot	no change
EN-005	Final Map Amendment Review	Review of an amendment to an already approved final parcel or tract map.	Fully burdened rate with 3 hour minimum plus actual costs incurred	no change
EN-006	Public Improvement Plan Check	Performing a plan check of subdivision public improvement plans for any addition to the City's infrastructure by a private party assuring they meet City standards via inspection.	\$1,400 per plan + \$40 per unit/lot	no change
EN-007	Public Improvement Inspection	Performing a second plan check or revision as well as a second inspection of subdivision public improvements.	Eliminated see Fee EN-016	no change
EN-008	Lot Line Adjustment	Review/Process a proposed change to a property boundary between two or more lots and checking the drawings of maps related to such change.	\$1,016 per application	no change
EN-009	Encroachment Permit	Review of a minor curb, gutter, driveway, etc. cut for primarily residential purposes onto or into the public right-of-way and assure compliance with City codes and standards.	\$285 minimum See schedule	no change
EN-011	Final Condo Conversion Map	Reviewing the final condominium conversion map for a development	\$1,080 per map	no change
EN-012	Special Engineering Services	Providing engineering services for special projects as requested.	Labor at fully burdened rate plus actual costs incurred	no change
EN-013	Landscape Maintenance Assessment	Maintaining and operating City owned street landscape for specific tracts.	Labor at fully burdened rate plus actual costs incurred	no change
EN-014	Off-Site Landscape Plan Check	Reviewing landscape plans that are part of a parcel or subdivision tract within the public right-of-way in which landscape plans have already been reviewed.	\$519 per plan	no change
EN-015	Off-Site Landscape Inspection	Inspecting landscape plans that are part of a parcel or subdivision tract in which a landscape inspection has already been conducted.	\$118 per inspection \$59 per reinspection	no change
EN-016	Public/Site Improvement Inspection	Performing a plan check of public & site improvements assuring they meet City standards via inspection.	2% of first \$20,000 of Engineer's estimated cost of improvements. 1.5% over \$20,000 of Engineer's estimated cost of improvements.	no change
EN-017	Tentative Parcel Map Review	Review for tract number, titled as a tentative or vesting tentative tract/parcel (or subdivision) map, along with date of preparation, Engineers scale.	\$630	no change

## Engineering Development Fees

Reference #	Fee Name	Description of Service	Fee Structure	Recommended Change
EN-018	Tentative Tract Map Review	Review for tract number, titled as a tentative or vesting tentative tract/parcel (or subdivision) map, along with date of preparation, Engineers scale.	\$630 + \$20 per lot	no change
EN-019	Annual Encroachment Fee	Review of a minor curb, gutter, driveway, etc. cut for primarily residential purposes onto or into the public right-of-way and assure compliance with City codes and standards.	\$512	no change
EN-020	Deed or Title Review	Charged for the Engineering Department to review and validate certain items are included in a Deed. All projects submitted to the City of Selma are required to provide the Engineering Department with a Title report for review.	\$470 per deed plus additional filing fees (see deed review form)	no change

## Fire Development Fees

Reference #	Fee Name	Description of Service	Fee Structure	Recommended Change
FI-013	Fire Alarm Plan Check and Inspection	Plan check and inspection of a new fire alarm system to assure compliance with City fire codes and standards.	\$376 per plan check & Inspection 2nd Inspection & review - No Charge \$100 per reinspection after the 2nd reinspection \$100 for each review of plans after 2nd review	\$390 per plan check & Inspection 2nd Inspection & review - No Charge \$100 per reinspection after the 2nd reinspection \$100 for each review of plans after 2nd review
FI-014	Fire Sprinkler Plan Check and Inspection	Plan check and inspection of a fire sprinkler system to assure compliance with City fire codes and standards.	\$356 per plan check & Inspection see Exhibit F3 for additional fees	\$370 per plan check & Inspection see Exhibit F3 for additional fees
FI-015	Fire Flow Test	Providing a water fire flow test of a new sprinkler system or fire hydrant for a new development.	\$200 per test	no change
FI-016	Fire Suppression Stand-By	Providing an engine company to stand-by during a special event to safeguard against possible public safety occurrence.	Actual cost using fully burdened rate.	no change
FI-017	Fireworks Stand Review and Inspections	Inspecting a fireworks display stand to safeguard against a possible public safety occurrence and inspect to assure compliance with all applicable codes.	\$149 per stand	\$155 per stand
FI-028	Commercial Life/Safety Plan Check	Plan check and review of commercial, industrial and multi-family residential site and building plans to assure compliance with all applicable fire and life safety codes and regulations.	25% of building permit fees	no change
FI-029	Plan Review and/or Inspection Services	Plan review or inspection services conducted by an outside consultant. City of Selma shall approve outside consultant and determine costs.	Actual cost of consultant plus 25%	no change
FI-030	Special Review/Additional Inspection	1 hour minimum Billed at 1/4 hour increments - Other reviews and/or inspections not listed. Includes standby services for special events such as concerts, firework shows, movies, etc.	Eliminated	no change

## Community Dev Development Fees

Reference #	Fee Name	Description of Service	Fee Structure	Recommended Change
CD-001	Building Plan Check	Check building and construction plans, and then inspect the resulting construction to assure compliance with City codes and standards.	65% of Building Permit	no change
CD-002	Master Plan Plan Check Fee	Check building and construction plans for the master plans used for numerous dwellings, and then inspect the resulting construction to assure compliance with City codes and standards.	100% of building, mechanical, plumbing, electrical fees \$100 per dwelling	no change
CD-003	Building Permit and Inspection	Written permission to engage in construction of buildings or structures according to California Uniform code regulations and the inspection and approval of the permitted construction.	See Exhibit A1 - A5	no change
CD-004	Miscellaneous Building Permit & Inspection	Written permission to engage in construction of buildings or structures according to California Uniform code regulations and the inspection and approval of the permitted construction.	See Exhibit A1 -A5	no change
CD-007	Plan Revision Check/Inspection	Check major and minor building, construction and fire plans after a revision has been made, and then inspect the resulting construction to assure compliance with City codes and standards.	Minor Plan - \$ 209 per plan split \$145-Planning / \$64-Fire Major Plan - \$643 Split \$579-Planning / \$64 Fire	Minor Plan - \$ 215 per plan split \$149-Planning / \$66-Fire Major Plan - \$660 Split \$595-Planning / \$65 Fire
CD-008	2nd Plan Re-check	Reviewing plans that require a second plan check for the same correction; this would be the third time the Building Official has reviewed the same plans.	\$96 per 3rd plan check \$193 for additional check	\$100 per 3rd plan check \$200 for additional check
CD-009	Re-inspection Service	This service is performed when more than one inspection is required at the same site, and a second re-inspection is required due to negligence of the developer or private party in assuring their development is in compliance with City codes.	\$96 per 3rd plan check \$193 for additional check	\$100 per 3rd plan check \$200 for additional check



## Community Dev Development Fees

Reference #	Fee Name	Description of Service	Fee Structure	Recommended Change
CD-012	Conditional Use Permit	Reviewing conditional uses on property or buildings to determine conformance with City codes, regulations, and standards, and prepare staff reports for public hearings.	\$3,190 deposit required to cover labor at fully burdened rate plus actual costs incurred	no change
CD-013	Administrative Conditional Use Permit Review	Review of a conditional use permit that can be administered by staff.	\$1,058 per application	no change
CD-014	Conditional Use Permit Renewal	Review of all CUP's in need of renewal to determine it still is in compliance	\$613 per application	no change
CD-015	Development Agreement Review	Develop, negotiate, and prepare agreements to develop land within specific requirements and may be binding for several years. This may include developers agreements, conditional/site plan agreements, reimbursement agreements, and sales tax agreements.	\$3,135 deposit required to cover labor at fully burdened rate plus actual costs incurred	no change
CD-016	Annual Development Agreement Review	On an annual basis reviewing previously approved development agreements and assuring that all conditions and requirements are being met as per the original development agreement.	\$3,894 per agreement	no change
CD-017	Variance Review	Review of a proposed variance from the terms of the Zoning Code and prepare a staff report for the Planning Commission and/or City Council.	\$3,432 deposit required to cover labor at fully burdened rate plus actual costs incurred	no change
CD-018	Administrative Variance	Review and approve a new administrative (over the counter) variance from the terms of the Zoning/Building Code.	\$2,063 deposit required to cover labor at fully burdened rate plus actual costs incurred	\$2,310 deposit required to cover labor at fully burdened rate plus actual costs incurred
CD-027	Zone Ordinance Text Amendment	A change to the current zoning code text for clarification, re-evaluation or update to comply to current state laws and guidelines of the existing zoning code text.	\$4,486 deposit required to cover labor at fully burdened rate plus actual costs incurred	\$5,820 deposit required to cover labor at fully burdened rate plus actual costs incurred

## Community Dev Development Fees

Reference #	Fee Name	Description of Service	Fee Structure	Recommended Change
CD-028	General Plan Amendment	Reviewing an application to change the zoning code as it is currently being applied. Amendment will be required to go before the Planning Commission and City Council.	\$5,905 deposit required to cover labor at fully burdened rate plus actual costs incurred	no change
CD-030	Preliminary Map Review	Before a parcel or tract map is reviewed there may be a need to review a preliminary map and in which case this service helps with various code requirements when a tentative map is provided.	\$2,360 per map	\$2,820 per map
CD-033	Tentative Parcel Map Review	Review a tentative parcel map (less than 5 parcels) to assure accuracy and compliance with City codes and standards. Requires submittal to Planning Commission and City Council.	\$3,669 deposit required to cover labor at fully burdened rate plus actual costs incurred	no change
CD-034	Tentative Tract Map Review	Review a tentative map to assure compliance with City codes and standards.	\$5,803 deposit required to cover labor at fully burdened rate plus actual costs incurred	no change
CD-035	Tentative Map Extension	When either a tentative parcel or tract map has been provided, and the appropriate time limit for a particular project may be in danger of lapsing, this service allows for the extension of time for the tentative map. Requires approval by Planning Commiss	\$2,063 deposit required to cover labor at fully burdened rate plus actual costs incurred	no change
CD-036	Environmental Categorical Exemption	An exemption from CEQA for a class of projects based on findings that the class of projects does not have a significant effect on the environment.	\$1,800 per study and \$555 per application (Cat Exempt) Plus actual costs and fully burdened rate	no change
CD-037	Environmental Impact Report Review	A detailed statement prepared under CEQA, with specific content requirements, describing and analyzing the significant environmental effects of a project and discussing ways to mitigate or avoid the effects.	Actual cost of study by consultant plus 10%	no change
CD-038	Annexation Request	Review and process a request to annex to the City.	\$6,960 deposit required to cover labor at fully burdened rate plus actual costs incurred	no change

## Community Dev Development Fees

Reference #	Fee Name	Description of Service	Fee Structure	Recommended Change
CD-040	On-Site Landscape Plan Check/Inspection	Reviewing the plans for landscape development for a project and inspecting the final landscape development to assure compliance with City codes.	\$714 per plan	\$730 per plan
CD-044	Zoning Conformance Letter	Upon request, a developer sometimes requests a zoning conformance letter for various projects, and it is issued after review of applicable materials and data.	\$407 per letter	\$475 per letter
CD-045	Radius Map Listings	Upon request, the Planning Department will provide a radius map listing for various developers or interested private parties.	\$445 per listing	\$555 per listing
CD-049	School Fee Deferment Tracking	At the request of the school district, to track and collect school fees deferred at time at approval through the construction phase and collect per agreement.	\$100 per dwelling	no change
CD-050	Long Range Planning Fee	Fee paid toward continuing upgrade of General Plan	10% of building permit Fee goes toward General Plan Amendment	10% of building permit in addition to planning entitlements.
CD-060	Environmental Mitigated Declaration	"Mitigated negative declaration" a negative declaration prepared for a project when the initial study has found potentially significant effects on the environment, revisions in the project would mitigate the effects where no significant environment effect	\$2,000 deposit required to cover labor at fully burdened rate plus actual costs incurred	no change
CD-061	Environmental Negative Declaration	"Negative declaration" a written statement briefly describing the reasons that a proposed project will not have a significant effect on the environment and does not require the preparation of an environmental impact report.	\$2,000 deposit required to cover labor at fully burdened rate plus actual costs incurred	no change

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

August 20, 2018

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**ITEM NO:**

3.

**SUBJECT:**

Consideration of an Employment Agreement with Teresa Gallavan for City Manager Services

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**DISCUSSION:** Pursuant to Chapter 18 of Title 1 of the City's Municipal Code, the City Manager serves as the administrative head of the City, under the direction and control of the City Council. The City recently underwent a recruitment for a City Manager, and the City Council directed the City Attorney's office to negotiate an Employment Agreement ("Agreement") with Teresa Gallavan.

The proposed Agreement provides as follows:

The term is for a period of three years. Compensation is set at \$170,000.00 per year, adjusted annually, based on the Consumer Price Index, but not to exceed five percent per year. In the event the City Manager is terminated without cause, the employee is entitled to nine months severance, subject to the limitations set forth in the Government Code. No severance is payable for termination "for cause". The City Council will review the City Manager at least annually. Full medical insurance is provided for the employee and her dependents. The employee is provided with an automobile allowance of \$500.00 per month, and must use the vehicle for City related business. Vacation is accrued at two days per month, sick leave is accrued at one day per month, and the employee is provided with eight days of administrative leave per year. The City will contribute \$10,000.00 annually to the employee's deferred compensation. In the event that the employee relocates to the City, she is entitled to reimbursement of up to \$5,000.00, for relocation expenses.

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**RECOMMENDATION:** Staff recommends that the City Council provide direction to Staff.

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/s/

Bianca Sparks Rojas

August 16, 2018

Date

## **EMPLOYMENT AGREEMENT No. XX**

This Employment Agreement No. XX-\_\_\_\_ (the "Agreement") is made this 20<sup>th</sup> day of August, 2018, by and between the City of Selma, California, a municipal corporation (hereinafter, the "City") and Teresa Gallavan, an individual, (hereinafter, "Employee"). City and Employee are hereinafter collectively referred to as the "Parties" and individually as "Party."

### **RECITALS**

The City desires to employ the services of Employee in the capacity of City Manager, and further desires to assure the service of Employee by establishing herein certain salary and limited benefits, and other terms and conditions of her employment

Employee desires to accept employment as City Manager effective on INSERT DATE.

**NOW THEREFORE**, in consideration of the mutual covenants, promises, and representations hereinafter set forth, the Parties agree as follows:

### **SECTION I**

#### **DUTIES**

- A.** The City hereby agrees to employ Employee as City Manager, conferring upon and delegating to Employee the overall responsibility for management and administration of the City as set forth in the City's Municipal Code ("Code") and to perform such other legally permissible and proper duties and functions as the Selma City Council hereinafter ("City Council") may from time to time assign.
- B.** Employee accepts employment as City Manager and agrees to serve as such commencing as of INSERT DATE. Employee shall serve as an officer of the City pursuant to the authority set forth in applicable State law, and Chapter 18 (City Manager) of Title 1 (Administrative) of the City's Code. Employee shall be responsible for attending all regular, adjourned regular and special City Council and Successor Agency meetings or other meetings of City agencies and commissions, which are generally held on the first and third Mondays of each month, all City Council agenda meetings, Department Head meetings, Oversight Board meetings, and maintain regularly scheduled office hours at City Hall.
- C.** Employee shall perform her duties to the best of her ability in accordance with the highest professional and ethical standards of the profession. She shall comply with and carry out the City's rules and regulations and she shall obey the laws of the State of California and the United States of America as they apply to the performance of her duties.
- D.** Employee shall devote her full energies, interest, abilities and productive time to the performance of this Agreement and shall not, without the City's prior written consent, render services of any kind to others for compensation or engage in any other activity which would materially interfere with the performance of her duties under this Agreement.
- E.** Employee shall not engage in any activity which is or may become a conflict of interest with her obligations to the City or which might create an incompatibility of office as defined under California

law. She shall also complete and file financial disclosure statements immediately upon entry into her employment and annually thereafter pursuant to California law.

## **SECTION II**

### **TERM**

- A.** The term of this Employment Agreement shall become effective on INSERT DATE, and will remain in full force and effect until INSERT DATE, 2021, unless otherwise terminated as set forth herein.
- B.** Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of Employee at any time, subject only to the provisions set forth in Section IV of this Agreement.
- C.** The Parties recognize and affirm that: 1) Employee is an “at will” employee whose employment may be terminated by the City without cause; 2) there is no express or implied promise made to Employee for any form of continued employment; and 3) this Agreement is the sole and exclusive basis for an employment relationship between Employee and the City.
- D.** Employee agrees to remain in the exclusive employ of the City during the term of this Agreement. This Agreement shall not be construed to preclude volunteer work performed by Employee, so long as the provisions set forth in Section I, paragraphs (D) and (E) of this Agreement are not violated.

## **SECTION III**

### **COMPENSATION**

- A.** Effective as of INSERT DATE, the City agrees to pay Employee for her services rendered hereunder at an annual rate of One Hundred Seventy Thousand Dollars (\$170,000.00), which sum shall be considered the base salary and shall be payable in installments at the same times as the City’s other employees are paid, and subject to customary withholdings.
- B.** The City agrees that Employee’s base salary shall be adjusted annually each INSERT MONTH OF START DATE pursuant to the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics, as of December of the prior calendar year for the Fresno Metropolitan Statistical Area average, all items, not seasonally adjusted, however, such adjustment shall not exceed five percent per year.

## **SECTION IV**

### **TERMINATION AND SEVERANCE PAY**

- A.** The City Council may terminate this Agreement for convenience in its absolute discretion upon thirty (30) days written notice to Employee, except the City Council may not terminate this Agreement for convenience as set forth in the then applicable provisions of the City’s Code. If Employee is terminated by the City Council for (1) refusing or failing to carry out the duties of the City Manager as

set forth in the Government Code, the City's Code, or herein; (2) conviction of a felony; (3) conviction of any illegal act involving moral turpitude or personal gain; or (4) a plea of nolo contendere to any felony or illegal act involving moral turpitude or personal gain, the City shall have no obligation to provide thirty (30) days advance written notice and the Employee shall not be entitled to severance pay as set forth herein.

**B.** In the event Employee is terminated by the City Council and Employee is willing and able to perform the duties of City Manager, the City shall pay Employee a lump sum cash payment, or payment in equal installments over a nine (9) month period, at the option of Employee, equal to the Employee's then nine months' base salary. Such severance, as set forth herein, is contingent upon Employee signing and delivering a general release and waiver of all claims against the City (including and without limitation to its former and current elected officials, employees, officers and agents). Such severance shall be payable on the tenth (10<sup>th</sup>) day after the general release and waiver is fully executed by the City and Employee. Any severance amount paid pursuant to this Agreement shall be subject to the restrictions set forth in Government Code Sections 53260 and 53261, or any successor statutory restrictions.

**C.** In the event Employee voluntarily resigns her position with the City at any time during the term of this Agreement, Employee shall give the City no less than forty-five (45) days written notice, unless the Parties otherwise agree in writing. Failure of Employee to give the required forty-five (45) days written notice of resignation will result in a pro-rata reduction in benefits normally payable, if any, to resigning City employees, such as, but not limited to, accrued vacation payment, sick leave payment, and the like. Voluntary resignation by Employee will result in a loss of any and all severance pay to him by the City.

## **SECTION V**

### **EVALUATION OF PERFORMANCE**

**A.** The City Council shall review and evaluate the performance of Employee at least annually, but not later than the anniversary date of this Agreement, or at other times chosen by the City Council in its sole discretion. Said review and evaluation shall be in accordance with specific criteria developed by the City Council with consultation from Employee. Said criteria may be added to or deleted from as the City Council may from time to time determine, in consultation with Employee. Further, the City Council shall provide Employee with a summary written statement of the findings of the City Council and provide an adequate opportunity for Employee to discuss her evaluation with the City Council.

**B.** The City Council and Employee shall periodically define such goals and performance objectives which they determine necessary for the proper operations of the City and in the attainment of the City Council policy objectives, and shall further establish a relative priority among those various goals and objectives. They shall generally be reasonably attainable within the time limitations as specified in the annual operating and capital budgets and appropriations provided.

## **SECTION VI**

### **HOURS OF WORK**

It is recognized that Employee must devote a great deal of time outside the normal office hours to business of the City, and to that end, Employee shall be allowed to take administrative time off from work as provided in Section IX of this Agreement.

## **SECTION VII**

### **INSURANCE**

During the term of this Agreement, the City shall pay the full monthly premiums for medical insurance and dental/optical coverage for Employee and her eligible dependents. City shall also pay the monthly premiums for life insurance to cover Employee. Life insurance coverage shall be equal to One Hundred Thousand Dollars (\$100,000.00). As permitted by law, the Employee shall name the beneficiary of the life insurance policy. Except as set forth herein, insurance coverage(s) shall be provided in the same manner as offered to all other employees of the City.

## **SECTION VIII**

### **AUTOMOBILE**

During the term of this Agreement, if employee exclusively uses her personal vehicle for City related business, the City shall pay Employee a \$500.00 per month automobile allowance. The Employee shall be eligible for the monthly automobile allowance only if she possesses a valid California driver's license and maintains all legally required insurance coverage established by the State of California and, on an annual basis, provides proof of her valid license and insurance coverage to the City Clerk.

## **SECTION IX**

### **VACATION, SICK AND OTHER SUPPLEMENTAL BENEFITS**

- A.** Except as modified herein, during the term of this Agreement, the City shall provide Employee with vacation, sick and holiday pay in the same manner as provided to all other City employees.
- B.** Employee shall accrue vacation at the rate of two days per month, totaling 24 days per year, with a maximum accrual of 60 days. Employee shall accrue sick leave at the rate of one day per month, with a maximum accrual of 120 days. Upon separation from the City, the Employee may cash out all unused vacation and sick leave hours. The cash payment shall be at the Employee's then current rate of pay.
- C.** During the term of this Agreement, as permitted under law, the City shall pay the City's contributions to membership in the California Public Employees Retirement System ("CalPERS").
- D.** Employee may elect to participate in a 457 Deferred Compensation Retirement Plan. The City, on an annual basis, shall make a contribution of no less than \$833.33 per month, for a total of \$10,000.00 per year, on Employee's behalf to the Employee's account with the 457 Deferred Compensation Retirement Plan of Employee's choice.



E. City shall provide up to Five Thousand Dollars (\$5,000.00) in reimbursements to Employee associated with relocation costs. Said relocation costs shall only be payable if Employee relocates to the City of Selma. Employee shall provide receipts to receive the reimbursements, subject to approval by the City's Finance Department. In no event shall the reimbursements exceed \$5,000.00.

E. The City shall provide Employee other benefits as mandated by law.

F. On INSERT DATE, Employee shall be eligible for eight days of administrative leave which may be used at Employee's discretion and upon prior written notice to the City Council. Employee's unused administrative leave shall carry forward for one year, but is not eligible for cash payment at any time.

## **SECTION X**

### **OUT OF POCKET EXPENSES**

The City shall reimburse Employee for reasonable out-of-pocket expenses incurred in connection with the City's business, including travel, food and lodging while away from home, subject to such policies as the City may from time to time establish for its employees. The City also shall provide Employee a monthly mobile telephone allowance of \$125.00 for use of her personal mobile telephone in carrying out her duties as set forth herein and in the Code.

## **SECTION XI**

### **OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

A. The City Council may from time to time fix other terms and conditions of employment relating to the performance of Employee provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Code or other applicable law.

B. The provisions of the Code and any City personnel resolution(s) shall apply to Employee except where the specific provisions conflict with this Agreement, in which event the terms and conditions of this Agreement shall prevail.

## **SECTION XII**

### **CONFIDENTIAL INFORMATION**

Employment with the City creates a relationship of confidence and trust between Employee and the City, with respect to all Confidential Information of City. "Confidential Information" includes but is not limited to trade secrets, confidential information, information subject to the attorney-client privilege, client lists, knowledge or data of the City or any of its constituent entities or members that Employee may produce, obtain or otherwise acquire or have access to during the course of Employee's employment with the City, including but not limited to personnel information, passwords, and computer security systems. Employee agrees that during and after Employee's employment with the City, Employee (i) shall keep all Confidential Information confidential and shall not directly or indirectly use, divulge, publish or otherwise disclose or allow to be disclosed any aspect of Confidential Information without prior written consent of the City; and (ii) shall refrain from any action or conduct which might reasonably or foreseeably be expected to compromise the confidentiality or proprietary nature of the

Confidential Information. Upon termination of employment for any reason, Employee agrees to return promptly to the City all writings and other tangible things in Employee's possession that contain Confidential Information.

### **SECTION XIII**

#### **EMPLOYEE'S WARRANTIES**

Employee warrants that, as of the commencement of the employment term, she will be able to immediately begin performance of her duties and that, by entering into this Agreement, she will not be in violation of any other contract or agreement related to her employment, or her eligibility or availability for employment that could subject her or the City to any claims or liability.

### **SECTION XIV**

#### **INDEMNIFICATION AND BONDS**

- A.** The City agrees to defend, hold harmless and indemnify Employee, subject to the provisions and limitations set forth in Government Code Section 825 *et seq.*, against any and all claims, liabilities, expenses or damages of any nature, including reasonable attorney's fees, arising out of or in connection with Employee's performance of the course and scope of this Agreement. The City may decline to defend Employee as permitted in the California Government Code. At its sole discretion, the City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered therefrom. The provisions of this Section shall survive the termination of this Agreement.
- B.** The City shall bear the full cost of any fidelity or other bonds which may be required in the performance of Employee's services under this Agreement.

### **SECTION XV**

#### **GENERAL PROVISIONS**

- A.** This Agreement is the final expression of the complete Agreement of the Parties with respect to the matters specified herein, and supersedes all prior oral or written understandings. Except as prescribed herein, this Agreement cannot be modified except by written mutual agreement signed by the Parties.
- B.** This Agreement is not assignable by either the City or Employee.
- C.** In the event that any provision of this Agreement is finally held or determined to be illegal or void by a court having jurisdiction over the Parties, the remainder of the Agreement shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portion of the Agreement.
- D.** This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the Party

whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an original signed copy had been delivered.

**E.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

**F.** Each of the Parties acknowledges that she or it has been represented by independent legal counsel of its own choosing, or if not, has been advised to obtain independent legal counsel and has freely and voluntarily waived and relinquished the right to legal counsel. Further, each Party who has not obtained independent legal counsel acknowledges that the failure to have independent legal counsel will not excuse such Party's failure to perform under this Agreement or any agreement referred to in this Agreement.

**G.** This Agreement shall be interpreted and construed according to the laws of the State of California, and venue shall be in the County of Fresno.

**H.** All notices shall be personally delivered or mailed to the addresses listed below:

Teresa Gallavan  
At most recent address on file in Employee's personnel file

Mayor  
City of Selma  
1710 Tucker Street  
Selma, CA 93662

Courtesy copy to:

Bianca Sparks, City Attorney  
Casso & Sparks, LLP  
13200 Crossroads Parkway North, Suite 345  
City of Industry, CA 91746

**IN WITNESS WHEREOF**, the Parties hereto have hereunto affixed their signatures as of the date and year first above written.

**EMPLOYEE**

**CITY OF SELMA**

---

Teresa Gallavan

---

Jim Avalos, Mayor

**ATTEST:**

---

Reyna Rivera, City Clerk

**APPROVED AS TO FORM**

---

Bianca Sparks Rojas, City Attorney

DRAFT

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

August 20, 2018

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**ITEM NO:**

4.

**SUBJECT:**

Consideration of appointments to various City Commissions.

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**DISCUSSION:** There are six City Commissions to which the Council has the discretion to appoint some or all of the members. Each Commission has an issue, policy and/or program focus. The Council relies on these groups to advise them on a wide range of issues affecting the City and to assure they are responsive to community needs.

The Council is committed to providing all citizens with access to specific and current information about the City Commissions so they might pursue the opportunity to serve on, and participate in, the operations and processes of local government. Anyone living in Selma is encouraged to apply for positions on Commissions which are of interest.

Attachment "A" is a list of Commissions that currently have vacant positions, as well as eligible applicants. The list contains all appointive terms for Commissions with the names of the appointee and terms of office.

The Council may make nominations from the listed applicants to fill current vacancies, as well as reappoint incumbents. Persons wishing to apply for membership to a City Commission must complete an application form and deliver it to the Clerk. The application and further information, on each specific Commission is available on the City's website as previously requested by Council, and as required by the Maddy Act.

The attendance information for the incumbents is attached, as well as any applications received.

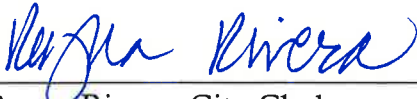
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**RECOMMENDATION:** Staff recommends that the City Council review the applications for the various City Commissions and related attachments, and make appointments to fill the vacancies.

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Reyna Rivera, City Clerk

  
Date

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City of Selma Appointments List

COMMISSION NAME	TERM EXPIRES	
Planning Commission (4 year Terms)		<u>Applications on file</u>
1 Greg Garcia	6/30/2021	1 Stephen Nelson
2 John Trujillo	6/30/2021	
3 Mandeep Singh	6/30/2018	
4 Johnny Gonzalez	6/30/2019	
5 Ramza Coury	6/30/2019	
6 Danny Serimian	6/30/2020	
7 Glen Niswander	6/30/2020	

Recreation & Community Services (2 year Terms)		
1 Santiago Ocegüera	6/30/2019	1 Rhoda Renovato
2 Diego Haro	6/30/2019	
3 Theresa Herrera	6/30/2019	
4 Beverly Cho	6/30/2018	
5 Ken Robison	6/30/2018	
6 Vacant	6/30/2018	
7 Larry Teixeira	no expiration	

Personnel Commission (4 year Terms)		
1 John Trujillo	6/30/2021	
2 Paula Rogers	6/30/2021	
3 Vacant	6/30/2021	
4 Rosemary Alanis	6/30/2019	
5 Hugh Adams	6/30/2019	

Pioneer Village Commission (2 year Terms)		
1 Robert Haller	6/30/2020	1 Rhoda Renovato
2 Vacant	6/30/2018	
3 Robert Allen - Chair	6/30/2018	
4 Virginia Lees-Vice Chair	6/30/2018	
5 John Hoyt	6/30/2018	
6 Char Tucker	6/30/2019	
7 Susan Wells	6/30/2019	

Measure "S" Oversight Committee (3 year Terms)		
1 Karl Salazar	6/30/2019	
2 Charlotte Tucker	6/30/2019	
3 Brandon Shoemaker	6/30/2019	
4 Michael Ridgway	6/30/2020	
5 Jennifer Earle	6/30/2020	

Measure "P" Oversight Committee (4 year Terms)		
1 Marvin Forbes	6/30/2021	
2 Colleen Nelson	6/30/2021	
3 Rod Nelson	6/30/2021	

Green Highlight - Vacancy

Yellow Highlight - Incumbant requires ratification

# PLANNING COMMISSION

2018	Vacant	Johnny Gonzalez	Danny Serimian	John Trujillo	Cóury	Singh	Glenn Niswander	
January								NO MEETING
February		Absent	X	Absent	X	X	X	
March								No Meeting
April		X	X	X	Absent	Absent	X	
May	Garcia appointed	X	X	X	X	X	X	
June	X	XX	Absent	X	X	X	X	
July	Absent	Absent	Absent	X	X	Absent	X	
August								
September								
October								
November								
December								NNO MEETING

## COMMISSION MEETING ATTENDANCE RECAP

**COMMISSION NAME:** Pioneer Village

**July 2016 - June 2018**

			TOTAL MEETINGS ABSENT
COMMISSIONER	Total Meetings - Sworn-In	Absent	
1. Allen, Bob	15	Graduation Family Surgery	2
2. Crouch, Jesse	6	No Reason Provided	1
3. Haller, Robert	1		0
4. Hoyt, John	8	Family, Vacation Special Meeting-Day Unavailable	3
5. Lees, Virginia	15	Vacation	1
6. Tucker, Char	8		0
7. Wells, Susan	15	Husband in Hospital	1



## COMMISSION MEETING ATTENDANCE RECAP

**COMMISSION NAME:** Recreation Commission

**July 2016 - June 2018**

			TOTAL MEETINGS ABSENT
COMMISSIONER	Total Meetings - Sworn-In	Absent	
1. Cho, Beverly	7	Out of Country Out of Country	2
2. Haro, Diego	7	Work Related	1
3. Herrera, Theresa	3		0
4. Navarro, Monica	7	Surgery	1
5. Ocegüera, Santiago	7	Work Related	1
6. Robison, Ken	7		0
7. Teixeira, Larry	7		0

**City of Selma  
Incumbent Commissioner  
Interest Form**

I hereby express interest in being reappointed to the following Commission:

- ☒ Planning      ☐ Pioneer Village      ☐ Measure "S" Oversight  
☐ Personnel      ☐ Recreation & Community Services

NAME Mandeep Singh

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ EMAIL ADDRESS \_\_\_\_\_

Home Telephone No. \_\_\_\_\_ Cell Phone No. \_\_\_\_\_ Business No. \_\_\_\_\_

Employed by: \_\_\_\_\_ Position: \_\_\_\_\_

If need be may we call you at work? Yes ☒ No ☐

What has been the best part of your service on this commission? Every single aspect is the best, but the most I like is, that on planning commission, we work for the progress of city, encouraging more businesses, welcoming new investors, trying to generate more employment within the city and working together to make the city more safe and beautiful.

"I, the undersigned, acknowledge that this form, once it is submitted, is a public record and as such, the City of Selma will disclose the fact that it was filed and its contents upon receiving the appropriate request. By signing this form and submitting it to the City of Selma I hereby forever waive any claim of confidentiality and any claim of privacy which I may otherwise have in the content of this document and in the fact that it was filed with the City of Selma. I understand that this information is **NOT CONFIDENTIAL** in any way."

Signed Mandeep Singh Date 06/27/2018

**PLEASE RETURN YOUR COMPLETED APPLICATION TO THE  
CITY OF SELMA, 1710 TUCKER STREET, SELMA, CA, 93662**

**City of Selma  
Incumbent Commissioner  
Interest Form**

RECEIVED

JUL 12 2018

City of Selma

I hereby express interest in being reappointed to the following Commission:

- ☐ Planning      ☐ Pioneer Village      ☐ Measure "S" Oversight  
☐ Personnel      ☒ Recreation & Community Services

NAME

*Ken Robinson*

ADDRESS

CITY

EMAIL ADDRESS

Home Telephone No.

Cell Phone No.

Business No.

Employed by:

Position:

If need be may we call you at work?

Yes ☐

No ☐

What has been the best part of your service on this commission?

*Understanding the workings of the city's recreation facilities and opportunities. Seeing the possibilities for providing quality recreation for Selma residents.*

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Signed

*[Signature]*

Date

*7/11/2018*

**PLEASE RETURN YOUR COMPLETED APPLICATION TO THE  
CITY OF SELMA, 1710 TUCKER STREET, SELMA, GA 39662**

**City of Selma  
Incumbent Commissioner  
Interest Form**

RECEIVED  
JUL 11 2018  
City of Selma

I hereby express interest in being reappointed to the following Commission:

- ☐ Planning      ☐ Pioneer Village      ☐ Measure "S" Oversight  
☐ Personnel      ☒ Recreation & Community Services

NAME

Beverly Cho

ADDRESS

CITY

EMAIL ADDRESS

Home Telephone No.

Cell Phone No.

Business No.

Employed by:

Position:

If need be may we call you at work?

Yes ☐

No ☒

What has been the best part of your service on this commission?

I was able to see what Parks & Rec oversee in the city. It is good to see how our city system work to provide Rec areas for our kids.

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Signed

Beverly Cho

Date

7-11-18

**PLEASE RETURN YOUR COMPLETED APPLICATION TO THE  
CITY OF SELMA, 1710 TUCKER STREET, SELMA, CA 93662**

August 20, 2018 Council Packet

**City of Selma  
Incumbent Commissioner  
Interest Form**

I hereby express interest in being reappointed to the following Commission:

- ☐ Planning      ☒ Pioneer Village      ☐ Measure "S" Oversight  
☐ Personnel      ☐ Recreation & Community Services

NAME Robert Allen

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ EMAIL ADDRESS \_\_\_\_\_

Home Telephone No. \_\_\_\_\_ Cell Phone No. \_\_\_\_\_ Business No. \_\_\_\_\_

Employed by: \_\_\_\_\_

If need be may we call you at work?      Yes ☒      No ☐

What has been the best part of your service on this commission? \_\_\_\_\_

Seeing more people use the facility has been exciting for all of us. Having school visitations has been a positive for Pioneer Village. Continued improvement to the buildings has helped with the marketing of the Site.

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Signed Robert L. Allen Date July 16, 2018

**PLEASE RETURN YOUR COMPLETED APPLICATION TO THE  
CITY OF SELMA, 1710 TUCKER STREET, SELMA, CA 93662**

August 20, 2018 Council Packet

**City of Selma  
Incumbent Commissioner  
Interest Form**

RECEIVED  
JUL 12 2018  
City of Selma

I hereby express interest in being reappointed to the following Commission:

- ☐ Planning      ☒ Pioneer Village      ☐ Measure "S" Oversight  
☐ Personnel      ☐ Recreation & Community Services

NAME

*Virginia Lees*

ADDRESS

CITY

EMAIL ADDRESS

Home Telephone No.

Cell Phone No.

Business No.

Employed by:

Position:

If need be may we call you at work?

Yes ☐

No ☐

What has been the best part of your service on this commission? *I have truly enjoyed working with the City of Selma staff, my fellow commissioners, and the people who live and work in Selma to continually make Selma a better place to live, work and raise a family. I have enjoyed giving tours at PV, scheduling and working history day field trips for elementary school children who visit PV, and coordinating and working fund-raisers to improve PV. It would be a privilege for me to continue working on the commission to make a positive difference in Selma.*

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Signed

*Virginia Lees*

Date

*July 12, 2018*

**PLEASE RETURN YOUR COMPLETED APPLICATION TO THE  
CITY OF SELMA, 1710 TUCKER STREET, SELMA, CA, 93662**  
August 20, 2018 Council Packet

**City of Selma  
Incumbent Commissioner  
Interest Form**

I hereby express interest in being reappointed to the following Commission:

- ☐ Planning      ☒ Pioneer Village      ☐ Measure "S" Oversight  
☐ Personnel      ☐ Recreation & Community Services

NAME John T Hoyt

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ EMAIL ADDRESS \_\_\_\_\_

Home Telephone No. \_\_\_\_\_ Cell Phone No. \_\_\_\_\_ Business No. \_\_\_\_\_

Employed by: \_\_\_\_\_ Position: \_\_\_\_\_

If need be may we call you at work?      Yes ☐      No ☐

What has been the best part of your service on this commission? \_\_\_\_\_

Maintaining and encouraging the history of Selma.

"I, the undersigned, acknowledge that this form, once it is submitted, is a public record and as such, the City of Selma will disclose the fact that it was filed and its contents upon receiving the appropriate request. By signing this form and submitting it to the City of Selma I hereby forever waive any claim of confidentiality and any claim of privacy which I may otherwise have in the content of this document and in the fact that it was filed with the City of Selma. I understand that this information is **NOT CONFIDENTIAL** in any way."

Signed John T Hoyt Date 07/11/2018

**PLEASE RETURN YOUR COMPLETED APPLICATION TO THE  
CITY OF SELMA, 1710 TUCKER STREET, SELMA, CA, 93662**

RECEIVED

MAY 24 2018

CITY OF SELMA  
COMMISSION APPLICATION

City of Selma

I hereby request to be considered as a nominee for the following City Commission or Committee:

☐ Planning /Traffic-Streets☒ Recreation &  
Community Services☐ Personnel☒ Pioneer Village☐ Measure "P" Oversight☐ Measure "S" Oversight

NAME

Rhoda Benovato

ADDRESS

CITY

STATE

ZIP

Home Telephone No. \_\_\_\_\_

Business Telephone No. \_\_\_\_\_

Cell Phone No. \_\_\_\_\_

Email Address: \_\_\_\_\_

Employed by: \_\_\_\_\_

Position: \_\_\_\_\_

I have been a registered voter in the City of Selma for 23 years.I have been a resident of Selma for 31 years.

Are you a citizen of the United States?

Yes ☒No ☐

Have you ever been convicted of a felony?

Yes ☐No ☒

(If your answer is "yes", please explain the nature of the felony conviction on a separate sheet of paper and attach it to this form).

Please state your educational background:

- Selma High School Graduate, Class of 1994
- Some College @ Reedley College (no degree)
- Medical Admin Certificate from San Joaquin Valley (1996)



Please list any organizations of which you are a member and any offices you have held in those organizations:

I am an <sup>active</sup> member of my church since 2007. I attend the Fowler Worship Center. I am the powerpoint facilitator for the pastor and the worship team. I am also the assistant to the Deacon that heads our annual Christmas feeding for the last 6 years.

Please list any appointed public boards, commissions, or committees on which you have served, dates of service, and any chairmanship or office held:

I am currently the president for the End Zone Club (HS football boosters). I was voted in May of 2017 to present.

Do you believe your experience (personal, educational, professional) applies to your effectively serving on this Commission/Committee? If so, please explain:

I have lead many events in the past 20 years, as an event coordinator. I have also organized volunteers/staff/parents/students to work cohesively to complete the tasks for events. I know how to facilitate meetings & minute take. I have worked with a diverse range of ethnicities and personalities.

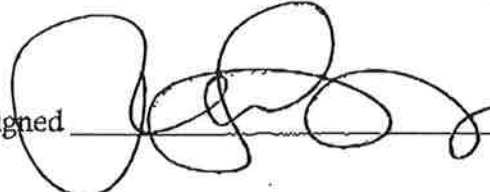
Do you have any personal goals or objectives that might be achieved by serving on this Commission/Committee? If so, please explain.

I would like to better understand the logistics of our community. I would like to get <sup>my</sup> sons & myself more involved in volunteering so they understand the diversity in our town and everyone's needs maybe different depending on their circumstance.

References:

Gary Semasto, \_\_\_\_\_  
 Monique Avila, \_\_\_\_\_

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Signed  Date 5/24/12

**PLEASE RETURN YOUR COMPLETED APPLICATION TO THE CITY CLERK OF THE CITY OF SELMA, 1710 TUCKER STREET, SELMA, CA, 93662**

**CITY OF SELMA  
COMMISSION APPLICATION**

I hereby request to be considered as a nominee for the following City Commission or Committee:

☒ Planning /Traffic-Streets

☐ Recreation &  
Community Services

☐ Personnel

☐ Pioneer Village

☐ Measure "P" Oversight

☐ Measure "S" Oversight

NAME Stephen Nelson

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

Home Telephone No. \_\_\_\_\_ Business Telephone No. \_\_\_\_\_

Cell Phone No. \_\_\_\_\_ Address: \_\_\_\_\_

Employed by: \_\_\_\_\_ Position: \_\_\_\_\_

I have been a registered voter in the City of Selma for 40 years.

I have been a resident of Selma for 56 years.

Are you a citizen of the United States? Yes X No \_\_\_\_\_

Have you ever been convicted of a felony? Yes \_\_\_\_\_ No X

(If your answer is "yes", please explain the nature of the felony conviction on a separate sheet of paper and attach it to this form).

Please state your educational background:

Selma High class of 1974, Reedley college received  
Airframe and Power Plant ticket

Several Manufacture Tech training

Please list any organizations of which you are a member and any offices you have held in those organizations:

Four Wheel Drive Club of Fresno vice President 89'-91'  
President 92-94 Trail chairman 95-2001  
Fresno County Search and Rescue

Please list any appointed public boards, commissions, or committees on which you have served, dates of service, and any chairmanship or office held:

Do you believe your experience (personal, educational, professional) applies to your effectively serving on this Commission/Committee? If so, please explain:

As a Service manager, I deal with issues that arise between departments and work out what the best solutions are with other department heads, oversee repairs and maintenance on equipment, deal with customer problems and manage personnel. Keeping spending within budget

Do you have any personal goals or objectives that might be achieved by serving on this Commission/Committee? If so, please explain:

To have an active role in the growth of the  
city and the safety of its citizens

References:

Glenn Niswander

Jim Aualos

Vince Cagliq

"I, the undersigned, acknowledge that this form, once it is submitted, is a public record and as such, the City of Selma will disclose the fact that it was filed and its contents upon receiving the appropriate request. By signing this form and submitting it to the City of Selma I hereby forever waive any claim of confidentiality and any claim of privacy which I may otherwise have in the content of this document and in the fact that it was filed with the City of Selma. I understand that this information is **NOT CONFIDENTIAL** in any way."

Signed  Date 1/22/18

***PLEASE RETURN YOUR COMPLETED APPLICATION TO THE CITY CLERK OF THE CITY OF SELMA, 1710 TUCKER STREET, SELMA, CA, 93662***

**POLICY RE APPOINTMENT OF INDIVIDUALS TO SERVE ON ADVISORY BODIES SUCH AS COMMISSIONS AND COMMITTEES FOR THE CITY OF SELMA.**

1. Incumbent Commissioners/Committee members are encouraged and invited to indicate in writing their interest in reappointment directly to the City Council via the City Manager.
2. Citizens in the community are invited to apply for nomination to an advisory body. Commissioners and committee members are invited to contact and encourage citizens in the community to apply for nomination. Individual commissioners and committee members are also encouraged to submit their suggestions for nominees directly to City Council members. The City Manager will receive, on behalf of the City Council, nominations and place them on file for consideration at the proper time.
3. All nominees will be asked to complete a brief application.
4. The City Council will interview nominees as a body of the whole or reserve the option to establish an interviewing committee from its membership.

See attached for supplemental Planning Commission supplemental questions.

CITY OF SELMA

SUPPLEMENTAL QUESTIONS  
FOR PLANNING COMMISSION CANDIDATES

NOTE: If the space provided for answers is not sufficient, please attach additional sheets, continue your answer on that sheet, and identify the question being answered.

1. What special abilities, talents, and qualifications would you bring to the Planning Commission?

I have several years supplying equipment to the construction industry. I have seen a lot of things that work and don't work. I feel this will be helpful when reviewing at various proposed projects.

I always try to look at the big picture

2. What are the most important qualifications for being a Planning Commissioner?

I am open minded. I can look at both pros and cons of proposed projects and what impact those decisions will make on our community.

3. What do you believe is the Planning Commission's most important function?

To look at our community as a whole and look at a logical growth pattern for residential, commercial and industrial. We also have to look at traffic patterns and the safety of our residents (i.e. vehicle, pedestrians and bike riders)

The needs of our residents and merchants must also be met

4. What do you believe are the most significant General Plan goals and policies, and why?

Logical growth so everything blends well within the community.

We need to insure there are designated areas for housing, commercial (shopping) and industrial

5. What part of the General Plan do you think will be the most difficult to implement and why?

I'm not fully informed on the general plan at this time.

I look forward to meeting with staff to review the current general plan

6. What do you think will be the most significant planning issues facing the City of Selma over the next five years?

~~Accessibility~~  
~~Feasibility~~ to areas that can be expanded  
ie overpass at Dinuba Ave and hwy 99 to the Walmart shopping center. New industrial areas at Mt View and hwy 99 area.

Housing goes hand and hand with industrial and commercial growth



7. Is there any part of the local planning process that you would like to see changed? What? How? Why?

Not being totally famillure with the planning process, I can't answer this question at this time. I would like to meet with staff and become more familiar with the workings of local planning

8. What do you feel should be the relationship between the Planning Commission and the City Council?

We should be able to have an open line of communiton and be able to work out the best solutions that will benifit the safety and growth of the city

Submitted by:



Date:

1/22/18

Row Labels	All Parks	Alleys	Art Center	Basin	Berry Pk	Brentlinger Pk	City Hall	Corp Yard	Downtown	Drain Inlet	Fire Dept	Fire Training Facility	Home	Islands	Lincoln Pk	LLMD #1	LLMD #11	LLMD #2	LLMD #3	LLMD #4	LLMD #5	LLMD #7	LLMD #8	Mark's Pond	Medians	Nebraska Pond	Other	Peter Ringo	Pioneer Village	Pocket Park	Police Dept	Private Lots	Salazar	Senior Center	Shafer Park	Signals	Signs	St Lights	Streets	Grand Total			
Asphalt Work																																							9.5	9.5			
Ball Diamond Work																																								1.5	1.5		
Cleaning (outside)	99	3			1.5	9.5	5	6.5	39						23	7	47.3	4.5	37.5	22.5	17	4	2	39			2	17.5	5.5	1			3.5	4.5	14.5					4.5	545.25		
Custodial Work	22.5		3			0.5	16	11.5	4							4													4		29.5			19.5							114		
Electrical work						0.5																														2.5		2		5			
Flags/Banners/Decor/etc.						0.25			3						0.25																									9	12.5		
Grading																																									1		
Graffiti																											0.5	0.5										1	3		2.5	6.5	
Hauling/Loading			1.5					5.5	3			1.5																10													8	32	
Meetings							13	2																																	15		
Mowing/Renovating					11.5	22.5	2	1.5	2.5						22	9.5	23		15		12	4.5		18	5.5	3	7.5		12.5	15.5	2.5		4	7		35					236.5		
New Construction																											1.5														6.5	8	
Painting																																									136	136	
Plumbing			0.5								2																									3					5.5		
Pruning						5.25									2												4													5	30.25		
Removal																				2						1										1			5	9			
Repairing				1.5	1	0.5	0.5		7	2	1.5			11.3		47.5	1	6.5		6	1.5	1	2.5	0.5	34.5			1	15	7	0.5	2.5		0.5	1	35	2	12.5	1	3.5	207.75		
Sick Leave													3														20															23	
Spraying				1	1.5	6	1	1.5	1					11	1.5	7	1	5.5	1.5	3	2.5	1	0.5		11.5				3	1.5	0.5			3		3					8	77	
Supervision	2						11	28.5																			0.5														1	43	
Survey										1																																1	
Sweeping																																									125	125	
Vacation Leave													18														53.8																71.75
Grand Total	124	3	5	2.5	15.5	44.3	48.8	57	59.5	3	3.5	1.5	21	67.3	20.3	129	6.5	64.5	24	40	12.5	4	60	6	189	7.5	93.3	48.5	33.5	4.5	32	4	14	28.5	92	4.5	16.5	3	324	1,716			

**POLICE DEPARTMENT**  
**BI-WEEKLY COUNCIL UPDATE**  
**(7/30/18 – 8/17/18)**

**Crime Trends**

- Over the last two (2) weeks since the last Council report, total reported crime remained flat, with the same number of reported crimes, twenty-six (26) total, as the previous two (2) week period, averaging less than two (2) reported crimes per day. The only increases in reported crime categories were in Robbery, with two (2) reported during this period, zero (0) during the prior period, and Auto Theft, with six (6) reported this period, two (2) in the previous two weeks.

**SIGNIFICANT CALLS FOR SERVICE**

- On 8-4-18, at approximately 3:15am, officers were dispatched to 2303 Keith St., concerning a stabbing victim at the location. Officer found a 40yr old Hispanic Male had received three non-life threatening stab wounds to his upper body. He was immediately transported to CRMC for treatment. While enroute to the hospital, he told the attending officer five subjects showed up in the area in a gray pickup truck, got out with knives and baseball bats, stabbed him, and then left the scene. The victim was uncooperative in identifying the suspects any further.
- On 08-08-18, at approximately 10:45pm, officers were dispatched to the area of the 1500 block of Tucker Street, concerning several subjects attempting to gain entry into a vehicle. Upon searching the area, officers located two juveniles behind El Mercado Market. These two juveniles were Sanger residents and were arrested for being in violation of curfew. After officers cleared the area, the dispatcher observed two male subjects via the CCTV cameras rummaging through the trashcans behind El Mercado Market, retrieving what appeared to be a backpack. Officers responded back to the location, contacted, and detained two juveniles, one from Sanger and the other from Fresno. Officers arrested the juveniles also for being in violation of curfew, searched the backpack and located a loaded pistol grip sawed off shotgun. Both subjects were charged for being in possession of a firearm. The juvenile who was not wearing the backpack, said he is the owner of the backpack and firearm. Both juveniles were transported to Fresno JJC and the other two juveniles were released to their parents.
- On 8-16-18, at approximately 4:40pm, officer were dispatched to JC Penny's regarding three males in the store being aggressive with staff. While en route, the reporting party, who is an employee at the store, gave a license plate to a Toyota 4runner which the males arrived in. A records check on the plate revealed the vehicle was stolen out of Hanford. Officers arrived on scene and waited for the males to come out. Two males came out to the vehicle and entered the front driver's seat and front passenger seat. We immediately engaged the vehicle and occupants and conducted a felony stop. Both males were detained without incident. A loaded .22 caliber rifle was recovered inside the vehicle. Officers then went inside the store

and made contact with the third male. He was found with new Levis jeans bandaged around his torso and the sensor to the jeans in his pockets. He was also taken into custody. He was uncooperative and did not give his name until live scanned later. The victim to the stolen vehicle came and picked up their vehicle.

#### Personnel

- Please see attached Personnel Status Report

#### Special Events

- Our next BBNBTL event is scheduled for Saturday, August 25<sup>th</sup>, at Ringo Park, and will once again be hosted by multiple faith-based organizations from the area.

## SELMA POLICE DEPARTMENT PERSONNEL STATUS REPORT

Status as of: 8-17-18

Job Class	Status			Male				Female				Total
	Auth	Vac	Filled	W	H	AA	O	W	H	AA	O	
Chief	1	0	1	1								1
Lieutenant	2	0	2	1				1				2
Sergeant	5	0	5	2	3							5
Officer	27	2	25	6	15	2		1	1			25
ESD	7	0	7	1				3	3			7
CSO	2	0	2		1				1			2
Records	2	0	2					1	1			2
Property	1	0	1					1				1
<b>TOTAL</b>	<b>47</b>	<b>2</b>	<b>45</b>	<b>11</b>	<b>19</b>	<b>2</b>		<b>7</b>	<b>6</b>			<b>45</b>

KEY
<u>ESD</u> =Emergency Services Dispatcher
<u>CSO</u> =Community Service Officer
W=Caucasian
H=Hispanic
AA=African American
O=Other

### Recruitment Status:

Officer: Three (3) vacant officer positions were filled last week. A fourth position was also filled, but the candidate failed to meet one of the conditions of employment. Two (2) background investigations underway, completion expected within two week. One (1) Police Academy Cadet began training on June 9<sup>th</sup>. Estimated completion of Academy training, December 2018.

ESD: The last remaining vacant Emergency Services Dispatcher positions was filled last week. The dispatcher positions are fully staffed as of 8-17-18.