

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

December 7, 2020

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**ITEM NO:** 1.a.

**SUBJECT:** Consideration of a Resolution reciting the fact of the consolidated General Municipal Election held on November 3, 2020, declaring the result and such other matters as may be provided by law

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**DISCUSSION:** Election Code Section 10263 states that upon completion of the canvass and before installing new officers, the governing body shall adopt a resolution declaring the results of the election.

During the Consolidated Presidential General Election, the City of Selma placed two ballot measures on the ballot. Measure "E" appeared on the ballot and if passed would have changed the method of electing Council members from four districts with an elective at-large mayor to a five-district election of all five members. Measure "L" appeared on the ballot and if passed would have allowed for a licensed gambling establishment in the City of Selma.

The County Registrar of Voters issued its certification of the election on November 27, 2020. Pursuant to Elections Code §10264 as soon as the results of an election is declared, including a consolidated election in which the election results are declared by the County Registrar of Voters, the governing board of the City is required to enter in its records a statement of the result containing specified information, all of which appear in the Certificate of the Election issued by the County Registrar of Voters.

To conform to the requirements of Election Code §10264 the Council is required to adopt a resolution which serves as a permanent record of the election results on a municipal measure that appeared on the ballot. A resolution has been prepared and is attached.


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**RECOMMENDATION:** Adopt Resolution certifying election.


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Reyna Rivera, City Clerk

  
Date

  
Teresa Gallavan, City Manager

  
Date

**RESOLUTION NO. 2020 – \_\_\_R**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF SELMA, CALIFORNIA, RECITING THE FACT OF THE  
CONSOLIDATED GENERAL MUNICIPAL ELECTION**

**HELD ON NOVEMBER 3, 2020, DECLARING THE RESULT AND SUCH OTHER  
MATTERS AS MAY BE PROVIDED BY LAW**

**WHEREAS**, a consolidated General Municipal Election was duly called and held in the City of Selma on Tuesday, November 3, 2020; and

**WHEREAS**, notice of the election was given in the time, form and manner as provided by law; that voting precincts were properly established; that election officers were appointed and that in all respects the election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the Elections Code of the State of California for the holding of elections in general law cities; and

**WHEREAS**, the Fresno County Clerk/Registrar of Voters canvassed the returns of the election and certified the results, which were received and are attached and made a part hereof as Exhibit "A".

**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.** That the whole number of ballots cast in the precincts and by mail ballots cast in the City was 7554.

**Section 3.** That the following persons appeared on the ballot for a two-year term Mayor of the City Council and received the respective votes noted:

Louis Franco	3262	Votes
Scott Robertson	4007	Votes

**Section 4.** That the number of votes given at each precinct and the number of votes given in the City to each of the persons above named for the respective offices for which the persons were candidates are as listed on Exhibit "A".

**Section 5.** The City Council hereby declares and determines that Scott Robertson was elected as Mayor of the City Council for the term of two (2) years.

**Section 6.** That the following persons appeared on the ballot for a four-year term District No. 1 member of the City Council and received the respective votes noted:



Jimmie "Jim" Avalos	748	Votes
Mark Morales Medina	535	Votes
Blanca E. Mendoza-Navarro	778	Votes

**Section 7.** That the number of votes given at each precinct and the number of votes given in the City to each of the persons above named for the respective offices for which the persons were candidates are as listed on Exhibit "A".

**Section 8.** The City Council hereby declares and determines that Blanca E. Mendoza-Navarro was elected as a District No. 1 member of the City Council for the full term of four (4) years.

**Section 9.** That the following persons appeared on the ballot for a four-year term District No. 4 member of the City Council and received the respective votes noted:

Beverly Cho	655	Votes
Lorraine "Lori" Perez	565	Votes

**Section 10.** That the number of votes given at each precinct and the number of votes given in the City to each of the persons above named for the respective offices for which the persons were candidates are as listed on Exhibit "A".

**Section 11.** The City Council hereby declares and determines that: Beverly Cho was elected as a District No. 4 member of the City Council for the full term of four (4) years.

**Section 12.** The City Council hereby directs that the City Clerk in accordance with the provisions of Elections Code Section 10264, enter on the records of the City Council of the City, a Certified Copy of this Resolution and Exhibit "A" showing:

- a) The whole number of votes cast in the City of Selma.
- b) The names of persons voted for.
- c) For what office each person was voted for.
- d) The number of votes given at each precinct in the City to each person.
- e) The number of votes given in the City to each person.

**Section 13.** The City Council unanimously adopted an ordinance and resolution ordering the submission to the voters a ballot measure for the purpose of inquiring if the legislative body shall consist of five districts or four districts with an elective mayor. Pursuant to the provisions of the Elections Code, the following measure appeared on the ballot and was also voted upon by the City's voters:

MEASURE E  
CITY OF SELMA CITY COUNCIL DISTRICT MEASURE.

Shall Ordinance No. 2019-8, providing for the legislative body of the City of Selma to be elected by districts in four districts with an elective mayor to be elected by the voters of the entire City be repealed and replaced by an ordinance requiring the members of the legislative body of the City of Selma be elected by five districts?

Yes	2,907 Votes
No	4,196 Votes

**Section 14.** The The City Council unanimously adopted an ordinance and resolution ordering the submission to the voters of a proposal to add Chapter 25 to Title 5 of the Municipal Code regarding issuance of a license to operate a cardroom in compliance with state law. Pursuant to the provisions of the Elections Code, the following measure appeared on the ballot and was also voted upon by the City's voters:

MEASURE L  
CITY OF SELMA GAMBLING ESTABLISHMENT MEASURE.

Shall one licensed gambling establishment in which any controlled games permitted by law, such as draw poker, low- ball poker, panguine (pan), seven-card stud, or other lawful card games or tile games, are played, be allowed in the City of Selma?

Yes	2,740 Votes
No	4,564 Votes

**Section 15.** The City Council hereby directs that the City Clerk deliver to the Council members elected at said election a CERTIFICATE OF ELECTION. The City Clerk shall administer the oath of office prescribed in the State Constitution, to each person elected, and have them subscribe thereto, whereupon they shall be inducted into the office to which they have been elected.

**Section 16. 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 17. 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 7<sup>th</sup> day of December 2020, by the following roll call vote:

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

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Louis Franco  
Mayor of the City of Selma

Attest:

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Reyna Rivera  
City Clerk

**STATEMENT OF VOTES CAST  
AT THE  
CONSOLIDATED GENERAL ELECTION  
HELD ON  
NOVEMBER 3, 2020  
IN THE  
CITY OF SELMA  
COUNTY OF FRESNO  
STATE OF CALIFORNIA**

# CERTIFICATE OF COUNTY CLERK TO RESULTS OF THE CANVASS

STATE OF CALIFORNIA) ) ss.  
County of Fresno )

I, BRANDI L. ORTH, County Clerk/Registrar of Voters of the County of Fresno, State of California, do hereby certify that pursuant to the provisions of Section 15301 et seq of the Elections Code of the State of California, I did canvass the returns of the votes cast in the City of Selma, County of Fresno, at the election held on November 3, 2020, for the Local Office and Measures, submitted to the vote of the voters, and that the Statement of the Votes Cast, to which this certificate is attached, shows the whole number of votes cast in the city and in each of the respective precincts therein, and that the totals of the respective columns and the totals shown for the offices and measures are full, true and correct.

WITNESS my hand and Official Seal this 27<sup>th</sup> day of November, 2020.



Brandi L. Orth  
BRANDI L. ORTH  
County Clerk/Registrar of Voters



# Certificate of Election

This is to certify that

**SCOTT ROBERTSON**

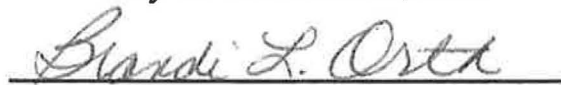
was elected to the office of

*City of Selma  
Mayor*

of the County of Fresno,  
State of California, at an election duly held  
therein on

*November 3, 2020*

In Witness Whereof, I have hereunto set  
my hand and affixed my official seal this 27th  
day of November, 2020



**Brandi L. Orth**  
**County Clerk/Registrar of Voters**



# Certificate of Election

This is to certify that

**BLANCA E. MENDOZA-NAVARRO**

was elected to the office of

*City of Selma  
Member, City Council, District No. 1*

of the County of Fresno,  
State of California, at an election duly held  
therein on

*November 3, 2020*

In Witness Whereof, I have hereunto set  
my hand and affixed my official seal this 27<sup>th</sup>  
day of November, 2020



**Brandi L. Orth**  
**County Clerk/Registrar of Voters**



# Certificate of Election

This is to certify that

***BEVERLY CHO***

was elected to the office of

*City of Selma  
Member, City Council, District No. 4*

of the County of Fresno,  
State of California, at an election duly held  
therein on

*November 3, 2020*

In Witness Whereof, I have hereunto set  
my hand and affixed my official seal this 27<sup>th</sup>  
day of November, 2020

*Brandi L. Orth*

***Brandi L. Orth***  
***County Clerk/Registrar of Voters***



**COUNTY OF FRESNO  
CONSOLIDATED GENERAL ELECTION  
NOVEMBER 3, 2020  
STATEMENT OF VOTE - CITY OF SELMA**

Precinct	Registered Voters	Voters Cast	% Turnout
<b>Countywide</b>			
<b>Electionwide</b>			
0000240			
Vote Center	1,293	118	9.13%
Vote by Mail	1,293	766	59.24%
Total	1,293	884	68.37%
0000241			
Vote Center	403	34	8.44%
Vote by Mail	403	225	55.83%
Total	403	259	64.27%
0000242			
Vote Center	0	0	N/A
Vote by Mail	0	0	N/A
Total	0	0	N/A
0000243			
Vote Center	204	28	13.73%
Vote by Mail	204	97	47.55%
Total	204	125	61.27%
0000244			
Vote Center	412	60	14.56%
Vote by Mail	412	264	64.08%
Total	412	324	78.64%
0000245			
Vote Center	2,658	324	12.19%
Vote by Mail	2,658	1,703	64.07%
Total	2,658	2,027	76.26%
0000246			
Vote Center	749	95	12.68%
Vote by Mail	749	406	54.21%
Total	749	501	66.89%



Precinct	Registered Voters	Voters Cast	% Turnout
0000247			
Vote Center	618	61	9.87%
Vote by Mail	618	396	64.08%
Total	618	457	73.95%
0000248			
Vote Center	521	42	8.06%
Vote by Mail	521	296	56.81%
Total	521	338	64.88%
0000249			
Vote Center	1,189	98	8.24%
Vote by Mail	1,189	771	64.84%
Total	1,189	869	73.09%
0000250			
Vote Center	1,812	213	11.75%
Vote by Mail	1,812	1,137	62.75%
Total	1,812	1,350	74.50%
0000251			
Vote Center	0	0	N/A
Vote by Mail	0	0	N/A
Total	0	0	N/A
0000252			
Vote Center	0	0	N/A
Vote by Mail	0	0	N/A
Total	0	0	N/A
0000262			
Vote Center	510	57	11.18%
Vote by Mail	510	270	52.94%
Total	510	327	64.12%
0000263			
Vote Center	166	14	8.43%
Vote by Mail	166	74	44.58%
Total	166	88	53.01%
0000264			
Vote Center	2	0	0.00%
Vote by Mail	2	2	100.00%
Total	2	2	100.00%

Precinct	Registered Voters	Voters Cast	% Turnout
0000265			
Vote Center	3	0	0.00%
Vote by Mail	3	3	100.00%
Total	3	3	100.00%
Electionwide - Total	10,540	7,554	71.67%
Countywide - Total	10,540	7,554	71.67%
Vote Center	10,540	1,144	10.85%
Vote by Mail	10,540	6,410	60.82%

**Selma Mayor (Vote for 1)**

Precinct	Times Cast	Registered Voters	Precinct	LOUIS FRANCO	SCOTT ROBERTSON
<b>Countywide</b>			<b>Countywide</b>		
<b>Electionwide</b>			<b>Electionwide</b>		
0000240			0000240		
Vote Center	118	1,293	Vote Center	63 54.31%	53 45.69%
Vote by Mail	766	1,293	Vote by Mail	318 42.97%	422 57.03%
Total	884	1,293	Total	381 44.51%	475 55.49%
0000241			0000241		
Vote Center	34	403	Vote Center	20 60.61%	13 39.39%
Vote by Mail	225	403	Vote by Mail	129 58.64%	91 41.36%
Total	259	403	Total	149 58.89%	104 41.11%
0000242			0000242		
Vote Center	0	0	Vote Center	0	0
Vote by Mail	0	0	Vote by Mail	0	0
Total	0	0	Total	0	0
0000243			0000243		
Vote Center	28	204	Vote Center	16 61.54%	10 38.46%
Vote by Mail	97	204	Vote by Mail	43 45.74%	51 54.26%
Total	125	204	Total	59 49.17%	61 50.83%
0000244			0000244		
Vote Center	60	412	Vote Center	36 62.07%	22 37.93%
Vote by Mail	264	412	Vote by Mail	106 42.23%	145 57.77%
Total	324	412	Total	142 45.95%	167 54.05%
0000245			0000245		
Vote Center	324	2,658	Vote Center	120 37.74%	198 62.26%
Vote by Mail	1,703	2,658	Vote by Mail	691 42.21%	946 57.79%
Total	2,027	2,658	Total	811 41.48%	1,144 58.52%
0000246			0000246		
Vote Center	95	749	Vote Center	38 42.70%	51 57.30%
Vote by Mail	406	749	Vote by Mail	166 42.67%	223 57.33%
Total	501	749	Total	204 42.68%	274 57.32%

Precinct		Write-in		Total Votes
<b>Countywide</b>				
<b>Electionwide</b>				
0000240				
	Vote Center	0	0.00%	116
	Vote by Mail	0	0.00%	740
	Total	0	0.00%	856
0000241				
	Vote Center	0	0.00%	33
	Vote by Mail	0	0.00%	220
	Total	0	0.00%	253
0000242				
	Vote Center	0		0
	Vote by Mail	0		0
	Total	0		0
0000243				
	Vote Center	0	0.00%	26
	Vote by Mail	0	0.00%	94
	Total	0	0.00%	120
0000244				
	Vote Center	0	0.00%	58
	Vote by Mail	0	0.00%	251
	Total	0	0.00%	309
0000245				
	Vote Center	0	0.00%	318
	Vote by Mail	0	0.00%	1,637
	Total	0	0.00%	1,955
0000246				
	Vote Center	0	0.00%	89
	Vote by Mail	0	0.00%	389
	Total	0	0.00%	478



Precinct		Times Cast	Registered Voters	Precinct		LOUIS FRANCO		SCOTT ROBERTSON	
0000247				0000247					
	Vote Center	61	618		Vote Center	31	52.54%	28	47.46%
	Vote by Mail	396	618		Vote by Mail	175	46.42%	202	53.58%
	Total	457	618		Total	206	47.25%	230	52.75%
0000248				0000248					
	Vote Center	42	521		Vote Center	18	46.15%	21	53.85%
	Vote by Mail	296	521		Vote by Mail	130	45.61%	155	54.39%
	Total	338	521		Total	148	45.68%	176	54.32%
0000249				0000249					
	Vote Center	98	1,189		Vote Center	44	45.83%	52	54.17%
	Vote by Mail	771	1,189		Vote by Mail	344	46.49%	396	53.51%
	Total	869	1,189		Total	388	46.41%	448	53.59%
0000250				0000250					
	Vote Center	213	1,812		Vote Center	90	45.23%	109	54.77%
	Vote by Mail	1,137	1,812		Vote by Mail	464	42.37%	631	57.63%
	Total	1,350	1,812		Total	554	42.81%	740	57.19%
0000251				0000251					
	Vote Center	0	0		Vote Center	0		0	
	Vote by Mail	0	0		Vote by Mail	0		0	
	Total	0	0		Total	0		0	
0000252				0000252					
	Vote Center	0	0		Vote Center	0		0	
	Vote by Mail	0	0		Vote by Mail	0		0	
	Total	0	0		Total	0		0	
0000262				0000262					
	Vote Center	57	510		Vote Center	28	51.85%	26	48.15%
	Vote by Mail	270	510		Vote by Mail	149	56.87%	113	43.13%
	Total	327	510		Total	177	56.01%	139	43.99%
0000263				0000263					
	Vote Center	14	166		Vote Center	6	42.86%	8	57.14%
	Vote by Mail	74	166		Vote by Mail	35	47.95%	38	52.05%
	Total	88	166		Total	41	47.13%	46	52.87%

Precinct		Write-in		Total Votes
0000247				
	Vote Center	0	0.00%	59
	Vote by Mail	0	0.00%	377
	Total	0	0.00%	436
0000248				
	Vote Center	0	0.00%	39
	Vote by Mail	0	0.00%	285
	Total	0	0.00%	324
0000249				
	Vote Center	0	0.00%	96
	Vote by Mail	0	0.00%	740
	Total	0	0.00%	836
0000250				
	Vote Center	0	0.00%	199
	Vote by Mail	0	0.00%	1,095
	Total	0	0.00%	1,294
0000251				
	Vote Center	0		0
	Vote by Mail	0		0
	Total	0		0
0000252				
	Vote Center	0		0
	Vote by Mail	0		0
	Total	0		0
0000262				
	Vote Center	0	0.00%	54
	Vote by Mail	0	0.00%	262
	Total	0	0.00%	316
0000263				
	Vote Center	0	0.00%	14
	Vote by Mail	0	0.00%	73
	Total	0	0.00%	87

Precinct	Times Cast	Registered Voters	Precinct	LOUIS FRANCO	SCOTT ROBERTSON
0000264			0000264		
Vote Center	0	2	Vote Center	0	0
Vote by Mail	2	2	Vote by Mail	2 100.00%	0 0.00%
Total	2	2	Total	2 100.00%	0 0.00%
0000265			0000265		
Vote Center	0	3	Vote Center	0	0
Vote by Mail	3	3	Vote by Mail	0 0.00%	3 100.00%
Total	3	3	Total	0 0.00%	3 100.00%
Electionwide - Total	7,554	10,540	Electionwide - Total	3,262 44.88%	4,007 55.12%
Countywide - Total	7,554	10,540	Countywide - Total	3,262 44.88%	4,007 55.12%

Precinct	Write-in	Total Votes
0000264		
Vote Center	0	0
Vote by Mail	0 0.00%	2
Total	0 0.00%	2
0000265		
Vote Center	0	0
Vote by Mail	0 0.00%	3
Total	0 0.00%	3
Electionwide - Total	0 0.00%	7,269
Countywide - Total	0 0.00%	7,269



## Selma City Council District No. 1 (Vote for 1)

Precinct	Times Cast	Registered Voters	Precinct	JIMMIE "JIM" AVALOS	BLANCA E. MENDOZA-NAVARRO
<b>Countywide</b>			<b>Countywide</b>		
<b>Electionwide</b>			<b>Electionwide</b>		
0000249			0000249		
Vote Center	98	1,189	Vote Center	29 32.95%	24 27.27%
Vote by Mail	771	1,189	Vote by Mail	285 39.42%	278 38.45%
Total	869	1,189	Total	314 38.72%	302 37.24%
0000250			0000250		
Vote Center	213	1,812	Vote Center	70 35.71%	65 33.16%
Vote by Mail	1,137	1,812	Vote by Mail	364 34.54%	411 38.99%
Total	1,350	1,812	Total	434 34.72%	476 38.08%
0000251			0000251		
Vote Center	0	0	Vote Center	0	0
Vote by Mail	0	0	Vote by Mail	0	0
Total	0	0	Total	0	0
0000252			0000252		
Vote Center	0	0	Vote Center	0	0
Vote by Mail	0	0	Vote by Mail	0	0
Total	0	0	Total	0	0
Electionwide - Total	2,219	3,001	Electionwide - Total	748 36.29%	778 37.75%
Countywide - Total	2,219	3,001	Countywide - Total	748 36.29%	778 37.75%

Precinct	MARK MORALES MEDINA	Write-in	Total Votes
<b>Countywide</b>			
<b>Electionwide</b>			
0000249			
Vote Center	35 39.77%	0 0.00%	88
Vote by Mail	160 22.13%	0 0.00%	723
Total	195 24.04%	0 0.00%	811
0000250			
Vote Center	61 31.12%	0 0.00%	196
Vote by Mail	279 26.47%	0 0.00%	1,054
Total	340 27.20%	0 0.00%	1,250
0000251			
Vote Center	0	0	0
Vote by Mail	0	0	0
Total	0	0	0
0000252			
Vote Center	0	0	0
Vote by Mail	0	0	0
Total	0	0	0
Electionwide - Total	535 25.96%	0 0.00%	2,061
Countywide - Total	535 25.96%	0 0.00%	2,061

## Selma City Council District No. 4 (Vote for 1)

Precinct	Times Cast	Registered Voters	Precinct	LORRAINE "LORI" PEREZ	BEVERLY CHO
<b>Countywide</b>			<b>Countywide</b>		
<b>Electionwide</b>			<b>Electionwide</b>		
0000240			0000240		
Vote Center	118	1,293	Vote Center	47 42.73%	63 57.27%
Vote by Mail	766	1,293	Vote by Mail	324 44.08%	411 55.92%
Total	884	1,293	Total	371 43.91%	474 56.09%
0000241			0000241		
Vote Center	34	403	Vote Center	17 53.13%	15 46.88%
Vote by Mail	225	403	Vote by Mail	113 51.83%	105 48.17%
Total	259	403	Total	130 52.00%	120 48.00%
0000242			0000242		
Vote Center	0	0	Vote Center	0	0
Vote by Mail	0	0	Vote by Mail	0	0
Total	0	0	Total	0	0
0000243			0000243		
Vote Center	28	204	Vote Center	18 75.00%	6 25.00%
Vote by Mail	97	204	Vote by Mail	46 47.92%	50 52.08%
Total	125	204	Total	64 53.33%	56 46.67%
0000264			0000264		
Vote Center	0	2	Vote Center	0	0
Vote by Mail	2	2	Vote by Mail	0 0.00%	2 100.00%
Total	2	2	Total	0 0.00%	2 100.00%
0000265			0000265		
Vote Center	0	3	Vote Center	0	0
Vote by Mail	3	3	Vote by Mail	0 0.00%	3 100.00%
Total	3	3	Total	0 0.00%	3 100.00%
Electionwide - Total	1,273	1,905	Electionwide - Total	565 46.31%	655 53.69%
Countywide - Total	1,273	1,905	Countywide - Total	565 46.31%	655 53.69%

Precinct	Write-in		Total Votes
<b>Countywide</b>			
<b>Electionwide</b>			
0000240			
Vote Center	0	0.00%	110
Vote by Mail	0	0.00%	735
Total	0	0.00%	845
0000241			
Vote Center	0	0.00%	32
Vote by Mail	0	0.00%	218
Total	0	0.00%	250
0000242			
Vote Center	0		0
Vote by Mail	0		0
Total	0		0
0000243			
Vote Center	0	0.00%	24
Vote by Mail	0	0.00%	96
Total	0	0.00%	120
0000264			
Vote Center	0		0
Vote by Mail	0	0.00%	2
Total	0	0.00%	2
0000265			
Vote Center	0		0
Vote by Mail	0	0.00%	3
Total	0	0.00%	3
Electionwide - Total	0	0.00%	1,220
Countywide - Total	0	0.00%	1,220

## Measure E - Selma District Measure, 50% + 1 to Pass (Vote for 1)

Precinct	Times Cast	Registered Voters	Precinct	Yes	No	Total Votes
<b>Countywide</b>			<b>Countywide</b>			
<b>Electionwide</b>			<b>Electionwide</b>			
0000240			0000240			
Vote Center	118	1,293	Vote Center	45 41.28%	64 58.72%	109
Vote by Mail	766	1,293	Vote by Mail	299 42.41%	406 57.59%	705
Total	884	1,293	Total	344 42.26%	470 57.74%	814
0000241			0000241			
Vote Center	34	403	Vote Center	14 41.18%	20 58.82%	34
Vote by Mail	225	403	Vote by Mail	97 44.91%	119 55.09%	216
Total	259	403	Total	111 44.40%	139 55.60%	250
0000242			0000242			
Vote Center	0	0	Vote Center	0	0	0
Vote by Mail	0	0	Vote by Mail	0	0	0
Total	0	0	Total	0	0	0
0000243			0000243			
Vote Center	28	204	Vote Center	14 58.33%	10 41.67%	24
Vote by Mail	97	204	Vote by Mail	58 61.70%	36 38.30%	94
Total	125	204	Total	72 61.02%	46 38.98%	118
0000244			0000244			
Vote Center	60	412	Vote Center	29 51.79%	27 48.21%	56
Vote by Mail	264	412	Vote by Mail	99 39.13%	154 60.87%	253
Total	324	412	Total	128 41.42%	181 58.58%	309
0000245			0000245			
Vote Center	324	2,658	Vote Center	123 39.94%	185 60.06%	308
Vote by Mail	1,703	2,658	Vote by Mail	604 37.24%	1,018 62.76%	1,622
Total	2,027	2,658	Total	727 37.67%	1,203 62.33%	1,930
0000246			0000246			
Vote Center	95	749	Vote Center	43 50.00%	43 50.00%	86
Vote by Mail	406	749	Vote by Mail	144 37.40%	241 62.60%	385
Total	501	749	Total	187 39.70%	284 60.30%	471

Precinct		Times Cast	Registered Voters	Precinct	Yes		No		Total Votes
0000247				0000247					
	Vote Center	61	618		Vote Center	31 54.39%	26 45.61%		57
	Vote by Mail	396	618		Vote by Mail	157 40.99%	226 59.01%		383
	Total	457	618		Total	188 42.73%	252 57.27%		440
0000248				0000248					
	Vote Center	42	521		Vote Center	17 44.74%	21 55.26%		38
	Vote by Mail	296	521		Vote by Mail	101 37.13%	171 62.87%		272
	Total	338	521		Total	118 38.06%	192 61.94%		310
0000249				0000249					
	Vote Center	98	1,189		Vote Center	38 42.22%	52 57.78%		90
	Vote by Mail	771	1,189		Vote by Mail	293 41.27%	417 58.73%		710
	Total	869	1,189		Total	331 41.38%	469 58.63%		800
0000250				0000250					
	Vote Center	213	1,812		Vote Center	82 41.21%	117 58.79%		199
	Vote by Mail	1,137	1,812		Vote by Mail	443 41.48%	625 58.52%		1,068
	Total	1,350	1,812		Total	525 41.44%	742 58.56%		1,267
0000251				0000251					
	Vote Center	0	0		Vote Center	0	0		0
	Vote by Mail	0	0		Vote by Mail	0	0		0
	Total	0	0		Total	0	0		0
0000252				0000252					
	Vote Center	0	0		Vote Center	0	0		0
	Vote by Mail	0	0		Vote by Mail	0	0		0
	Total	0	0		Total	0	0		0
0000262				0000262					
	Vote Center	57	510		Vote Center	20 38.46%	32 61.54%		52
	Vote by Mail	270	510		Vote by Mail	117 46.06%	137 53.94%		254
	Total	327	510		Total	137 44.77%	169 55.23%		306
0000263				0000263					
	Vote Center	14	166		Vote Center	6 42.86%	8 57.14%		14
	Vote by Mail	74	166		Vote by Mail	30 43.48%	39 56.52%		69
	Total	88	166		Total	36 43.37%	47 56.63%		83

Precinct	Times Cast	Registered Voters
0000264		
Vote Center	0	2
Vote by Mail	2	2
Total	2	2
0000265		
Vote Center	0	3
Vote by Mail	3	3
Total	3	3
Electionwide - Total	7,554	10,540
Countywide - Total	7,554	10,540

Precinct	Yes	No	Total Votes
0000264			
Vote Center	0	0	0
Vote by Mail	1 50.00%	1 50.00%	2
Total	1 50.00%	1 50.00%	2
0000265			
Vote Center	0	0	0
Vote by Mail	2 66.67%	1 33.33%	3
Total	2 66.67%	1 33.33%	3
Electionwide - Total	2,907 40.93%	4,196 59.07%	7,103
Countywide - Total	2,907 40.93%	4,196 59.07%	7,103

## Measure L - The Selma Legal Gaming Act, 50% + 1 to Pass (Vote for 1)

Precinct	Times Cast	Registered Voters	Precinct	Yes	No	Total Votes
<b>Countywide</b>			<b>Countywide</b>			
<b>Electionwide</b>			<b>Electionwide</b>			
0000240			0000240			
Vote Center	118	1,293	Vote Center	47 42.73%	63 57.27%	110
Vote by Mail	766	1,293	Vote by Mail	282 38.06%	459 61.94%	741
Total	884	1,293	Total	329 38.66%	522 61.34%	851
0000241			0000241			
Vote Center	34	403	Vote Center	15 48.39%	16 51.61%	31
Vote by Mail	225	403	Vote by Mail	104 49.29%	107 50.71%	211
Total	259	403	Total	119 49.17%	123 50.83%	242
0000242			0000242			
Vote Center	0	0	Vote Center	0	0	0
Vote by Mail	0	0	Vote by Mail	0	0	0
Total	0	0	Total	0	0	0
0000243			0000243			
Vote Center	28	204	Vote Center	4 16.00%	21 84.00%	25
Vote by Mail	97	204	Vote by Mail	42 43.75%	54 56.25%	96
Total	125	204	Total	46 38.02%	75 61.98%	121
0000244			0000244			
Vote Center	60	412	Vote Center	19 32.76%	39 67.24%	58
Vote by Mail	264	412	Vote by Mail	99 38.98%	155 61.02%	254
Total	324	412	Total	118 37.82%	194 62.18%	312
0000245			0000245			
Vote Center	324	2,658	Vote Center	124 38.99%	194 61.01%	318
Vote by Mail	1,703	2,658	Vote by Mail	616 36.95%	1,051 63.05%	1,667
Total	2,027	2,658	Total	740 37.28%	1,245 62.72%	1,985
0000246			0000246			
Vote Center	95	749	Vote Center	27 30.68%	61 69.32%	88
Vote by Mail	406	749	Vote by Mail	152 38.29%	245 61.71%	397
Total	501	749	Total	179 36.91%	306 63.09%	485



Precinct		Times Cast	Registered Voters	Precinct	Yes		No		Total Votes
0000247				0000247					
	Vote Center	61	618		Vote Center	19 32.76%	39 67.24%		58
	Vote by Mail	396	618		Vote by Mail	146 37.24%	246 62.76%		392
	Total	457	618		Total	165 36.67%	285 63.33%		450
0000248				0000248					
	Vote Center	42	521		Vote Center	14 34.15%	27 65.85%		41
	Vote by Mail	296	521		Vote by Mail	107 37.94%	175 62.06%		282
	Total	338	521		Total	121 37.46%	202 62.54%		323
0000249				0000249					
	Vote Center	98	1,189		Vote Center	37 40.22%	55 59.78%		92
	Vote by Mail	771	1,189		Vote by Mail	265 35.91%	473 64.09%		738
	Total	869	1,189		Total	302 36.39%	528 63.61%		830
0000250				0000250					
	Vote Center	213	1,812		Vote Center	75 36.23%	132 63.77%		207
	Vote by Mail	1,137	1,812		Vote by Mail	407 37.27%	685 62.73%		1,092
	Total	1,350	1,812		Total	482 37.11%	817 62.89%		1,299
0000251				0000251					
	Vote Center	0	0		Vote Center	0	0		0
	Vote by Mail	0	0		Vote by Mail	0	0		0
	Total	0	0		Total	0	0		0
0000252				0000252					
	Vote Center	0	0		Vote Center	0	0		0
	Vote by Mail	0	0		Vote by Mail	0	0		0
	Total	0	0		Total	0	0		0
0000262				0000262					
	Vote Center	57	510		Vote Center	19 35.85%	34 64.15%		53
	Vote by Mail	270	510		Vote by Mail	91 34.60%	172 65.40%		263
	Total	327	510		Total	110 34.81%	206 65.19%		316
0000263				0000263					
	Vote Center	14	166		Vote Center	6 42.86%	8 57.14%		14
	Vote by Mail	74	166		Vote by Mail	22 30.99%	49 69.01%		71
	Total	88	166		Total	28 32.94%	57 67.06%		85

Precinct	Times Cast	Registered Voters
0000264		
Vote Center	0	2
Vote by Mail	2	2
Total	2	2
0000265		
Vote Center	0	3
Vote by Mail	3	3
Total	3	3
Electionwide - Total	7,554	10,540
Countywide - Total	7,554	10,540

Precinct	Yes	No	Total Votes
0000264			
Vote Center	0	0	0
Vote by Mail	0 0.00%	2 100.00%	2
Total	0 0.00%	2 100.00%	2
0000265			
Vote Center	0	0	0
Vote by Mail	1 33.33%	2 66.67%	3
Total	1 33.33%	2 66.67%	3
Electionwide - Total	2,740 37.51%	4,564 62.49%	7,304
Countywide - Total	2,740 37.51%	4,564 62.49%	7,304

Agenda Item 2.a.  
**CITY OF SELMA**  
**COUNCIL REGULAR MEETING**  
**May 18, 2020**

*VIA TELECONFERENCE PURSUANT TO EXECUTIVE ORDER N-29-20 ISSUED BY GOVERNOR GAVIN NEWSOM. THE COUNCIL CHAMBER WAS CLOSED TO THE PUBLIC. PUBLIC HAD THE OPTION TO CALL +1 301 715 8592 ID: 845 8813 5047 PASSCODE 1710 TO PROVIDE COMMENTS ON AGENDA ITEMS.*

The regular meeting of the Selma City Council was called to order at 6:01 p.m. in the Council Chambers and by teleconference. Council members answering roll call were: Avalos, Robertson, Trujillo, Mayor Pro Tem Guerra, and Mayor Franco.

Also present were Special Counsel Costanzo, City Manager Gallavan, Assistant City Manager Moreno, Community Services Director Kirchner, Fire Chief Petersen, Police Chief Gomez, Public Works Director Ferrell, and interested citizens.

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

**INVOCATION:** Shannon Schwamb, Assistant Pastor, Church of the Redeemer led the invocation.

**COVID-19 PRESENTATION:** Economic Development Analyst Tracy Tosta provided a power point presentation discussing the current COVID-19 pandemic status, readiness criteria for reopening, and stages and guidelines for progressive reopening. Fire Chief Petersen then stepped forward to discuss local statistics, City education outreach efforts, City department safety precautions and protocols, and answered Council questions. City Manager Gallavan also joined in answering Council questions on City response to state and county guidelines and assistance being provided to local businesses.

**CONSENT CALENDAR:** Council member Avalos requested to pull agenda item 1.e. for separate discussion. Motion was then made by Mayor Pro Tem Guerra to approve the remainder of the Consent calendar as written. Motion was seconded by Council member Robertson and carried unanimously.

- 1.a.    Approved      Consideration of an agreement with the County of Fresno to provide emergency dispatch services for the City of Selma Fire Department
- b.      Approved      Consideration of Amendment No. 1 to the agreement for services between the City of Selma and Liebert Cassidy Whitmore
- c.      Approved  
         2020-22R      Declaring Surplus and Sale, Donation or Disposal of City Property
- d.      Approved  
         2020-23R      Consideration of a Resolution approving and authorizing execution of Master Services Agreements with Newport Group Inc. and 457

Deferred Compensation Plan Investment Advisor with Strategic Retirement Advisors

- e. Pulled Consideration of the check register dated May 14, 2020

**CONSENT CALENDAR AGENDA ITEM 1.e. CONSIDERATION OF THE CHECK REGISTER DATED MAY 14, 2020:** After discussion, motion was made by Council member Avalos and seconded by Council member Robertson to approve CHECK REGISTER DATED MAY 14, 2020. Motion carried unanimously.

2. Approved  
2020-24R Consideration of a Resolution approving a Facilities Use Agreement with the Selma Health Care District for use of the Senior Center and a request for fee waiver regarding the same

Community Services Director Kirchner discussed the request made by Selma Health Care District to extend their use of the Senior Center for their Board meetings for another year, and to waive the associated use fees due to the community-based services and contribution to City residents that they provide. Board President Rose Robertson, Selma Healthcare District was present for questions.

After Council discussion, motion was made by Council member Trujillo to adopt RESOLUTION NO. 2020-24R APPROVING A FACILITIES USE AGREEMENT WITH THE SELMA HEALTH CARE DISTRICT FOR USE OF SENIOR CENTER AND A REQUEST FOR FEE WAIVER REGARDING SAME. Motion was seconded by Mayor Pro Tem Guerra and carried unanimously.

3. Approved  
2020-25R Consideration of a Resolution approving the purchase of access control and surveillance equipment for the new Police Station

Assistant City Manager Moreno discussed the scope and features of the proposed security system, its role in protecting both staff and the public, the projected cost, and budgeted funding. He then answered Council questions. Alex Daly of Surveillance Integration was also present by phone.

After Council discussion, motion was made by Council member Avalos and seconded by Council member Trujillo to adopt RESOLUTION NO. 2020-25R APPROVING THE PURCHASE OF ACCESS CONTROL AND SURVEILLANCE EQUIPMENT FOR THE NEW POLICE STATION. Motion carried unanimously.

4. Information  
Only Information on Issuance of Notice to Royal Country Estates to Increase Annual Landscape and Lighting Maintenance District Rate in Accordance with Proposition 218

Assistant City Manager Moreno discussed the Proposition 218 annual process for Landscaping and Lighting Maintenance District (LLMD) rate changes, City Finance Department assessment findings, factors affecting LLMD rates, the existing need for a rate increase for LLMD Zone 11 Royal Country Estates, and responded to Council questions

and comments. Mayor Franco then concluded the discussion, as this was an information only item with no public comments and no need for Council action at this time.

**DEPARTMENT REPORTS:** City Manager Gallavan reported on the City's Requests for Proposals for new consulting contracts for Engineering, Grant Writing, and Legislative Advocacy, and will discuss the matter further at next week's budget workshop. She also reported on touring the proposed High Speed Rail Workforce Training Facility, contract negotiations for securing the facility, and the upcoming Planning Commission meeting to review the proposed Hampton Inn project tract map.

Assistant City Manager Moreno reported on the upcoming budget meeting and information packets provided to Council.

Public Works Director Ferrell reported on completion of the Tucker Street project, the status of the Floral Avenue repaving project, collaboration with Selma Police Department and Code Enforcement on removal of oleanders in addressing the homeless issues, repair of hundreds of cement tripping hazards, and progress on the fire department training center move.

Fire Chief Petersen reported on the move of the fire department training center.

Police Chief Gomez provided a power point presentation on the status of recent active crime cases, drug activity, weapons recovery, and decrease in gang violence. He also reported on animal control, homeless encampments and crime trends, and staff efforts with community shopping cart abatement.

Community Services Director Kirchner reported on senior lunch program funding, donations from Kaiser Permanente for youth and senior programs, and online classes at the Arts Center funded by donations from Me-N-Ed's Pizzeria.

**COUNCIL REPORTS:** Council member Avalos inquired of Police Chief Gomez regarding police department canines currently in service, procedures for removing abandoned shopping carts, and thanked all City staff for serving the community through this COVID-19 crisis.

Council member Trujillo reported on food giveaways by Asoka Indian Cuisine and the Sikh Temple, meeting with Mayor Franco and Congressman TJ Cox, the support Selma Business Alliance has been providing to local businesses, and requested City staff to make inquiry with Fresno County regarding the significant increase in weekend vendors at the intersection of Dinuba and McCall Avenues.

Council member Robertson discussed a local drug store that has remained open for medical prescriptions and requested City staff to look into when they may be permitted to re-open the gift store section of the business. He thanked Police Chief Gomez for supporting the local animal shelter, and reported on the following: attending a CalVans Board meeting and his communications with Executive Director Tony Boren, Fresno Council of Governments

regarding continued funding for the important transportation services CalVans provides, and a teleconference with Senator Hurtado and Insurance Commissioner Ricardo Lara.

Mayor Pro Tem Guerra discussed the no-cost coronavirus testing from Selma United Health Center, the importance of completing the current census, and thanked all for their service to the community.

Mayor Franco reported on attending the weekly Cal OES Region Five meeting with City Manager for COVID-19 updates, communications with District Manager for Senator Hurtado and Assembly member Arambula on state responses to the financial crises of cities, meeting with Council member Trujillo and Congressman TJ Cox on the need for federal support, and thanked City staff and other local residents for their outreach contributions to the community.

**ORAL COMMUNICATIONS:** Comments were received from Theresa Salas, Herlinda Martinez, and Brent Mick of Strategic Retirement Advisors.

**ADJOURNMENT:** There being no further business, the meeting was adjourned at 7:51 p.m.

Respectfully submitted,

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Reyna Rivera  
City Clerk

Agenda Item 2.b.  
**CITY OF SELMA**  
**COUNCIL SPECIAL MEETING**  
**May 20, 2020**

*VIA TELECONFERENCE PURSUANT TO EXECUTIVE ORDER N-29-20 ISSUED BY GOVERNOR GAVIN NEWSOM. THE COUNCIL CHAMBER WAS CLOSED TO THE PUBLIC. PUBLIC HAD THE OPTION TO CALL +1 301 715 8592 ID: 892 1593 9085 PASSCODE 2020 TO PROVIDE COMMENTS ON AGENDA ITEMS.*

The special meeting of the Selma City Council was called to order at 9:36 a.m. in the Council Chambers and by teleconference. Council members answering roll call were: Avalos, Robertson, Trujillo, Mayor Pro Tem Guerra, and Mayor Franco.

Also present were City Manager Gallavan, Assistant City Manager Moreno, Community Services Director Kirchner, Fire Chief Petersen, Police Chief Gomez, Public Works Director Ferrell, Human Resources Manager Christina Arias, City Accountant Heather Kredit, Economic Development Analyst Tracy Tosta, and interested citizens.

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

**PRESENTATION AND DISCUSSION OF THE DRAFT 2020-2021 FISCAL YEAR BUDGET AND CAPITAL IMPROVEMENT PLAN:** City Manager Gallavan presented the proposed 2020-2021 Fiscal Year Budget draft and discussed the collaborative efforts of City departments in streamlining operations and expenses in preparing the budget draft now before Council, with the collective goal of reducing expenses while maintaining current service and staffing levels.

Assistant City Manager Moreno provided a power point presentation of the Proposed Budget and Capital Improvement Plan for the Fiscal Year 2020-2021, reviewing the Summary of Fiscal Year 2018-2019 Financial Audit with an overview of fiscal and reserve policy. He then proceeded with a detailed discussion of the Proposed Budget workbook for the Fiscal Year 2020-2021, outlining the projected revenue and expenditures for the general fund by department, contingency strategies for potential COVID-19 related decreases in revenues, and answered Council questions. City Manager Gallavan advised that current consulting service providers with existing contracts soon to expire have agreed to continue services on a month-to-month basis pending Council's determinations on new service contract terms and providers, emphasizing the value of retaining such services for potential acquisition of available funding opportunities, and answered Council questions.

**RECESS:** At 10:33 a.m. Mayor Franco recessed for a short break. The meeting was reconvened at 10:43 a.m.

**ORAL COMMUNICATIONS:** Due to earlier teleconference difficulties, Mayor Franco invited oral communications from the public following the recess. Public comment was received from Unit Director Mark Armenta, Selma Boys and Girls Club.

**CITY COUNCIL BUDGET SESSION (CONTINUED):** Mayor Franco then invited Assistant City Manager Moreno to continue the workshop discussion of the Proposed Budget for the Fiscal Year 2020-2021, by department. Police Chief Gomez stepped forward to discuss a power point presentation of the Police Department Organization Chart,



providing an overview of police department structure and positions, including vacancies, outlining staffing needs necessary to facilitate department goals and objectives, and answering Council questions. Fire Chief Petersen stepped forward to answer Council questions on current and projected fire department revenues and expenditures.

**RECESS:** At 11:39 a.m. Mayor Franco recessed for a short break. The meeting was reconvened at 11:51 a.m.

Mayor Franco invited Assistant City Manager Moreno to continue the discussion of the Proposed Budget for the Fiscal Year 2020-2021 for general fund departments. He then moved on to discuss the Measure S fund projected revenues and expenditures, then Enterprise Funds, answering Council questions on budget changes related to restructure of ambulance services and staff, with City Manager Gallavan and Fire Chief Petersen providing additional information. Deficits in Pioneer Village and Cultural Arts revenues were also discussed due to the impact of COVID-19 and resulting cancellations of events and reservations, as well as refunds for previously scheduled events and reservations requiring cancellation. Internal Service Funds were discussed next, then Other Fund Balances and Transfers, and Council questions were answered. He then provided an overview of budget transfers.

**DISCUSSION ON COUNCIL PRIORITIES AND GOALS:** Assistant City Manager Moreno then proceeded to a discussion of the proposed Capital Improvement Plan for years 2020 through 2030, as well as Selma-Kingsburg-Fowler County Sanitation District Capital Improvement Plan, and advised that a proposed plan from California Water Service is also forthcoming and will be presented for Council review when available. He also requested Council direction on funding sources for sewer improvements that are included in the City's request for state appropriations and whether or not to include them in the Capital Improvement Plan budget. He and City Manager Gallavan then answered Council questions. Commendation and thanks were offered to City staff by Council for their efforts in working together to prepare the proposed budget and serving the needs of the community during this challenging time.

**ORAL COMMUNICATIONS:** Budget questions and comments were received from Theresa Salas with clarifications provided by Assistant City Manager Moreno, City Manager Gallavan, and Community Services Director Kirchner.

**ADJOURNMENT:** There being no further business, the meeting was adjourned at 12:51 p.m.

Respectfully submitted,

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Reyna Rivera  
City Clerk



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

December 7, 2020

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**ITEM NO:** 2.c.

**SUBJECT:** Consideration of a Resolution awarding contract to Dawson Mauldin LLC for the Nebraska Avenue Rehabilitation Project 5096(038)

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**RECOMMENDATION:** Approve Resolution awarding construction contract to Dawson Mauldin LLC for the Nebraska Avenue Rehabilitation Project in the amount of \$336,082.00.

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**DISCUSSION:** Bids for the Nebraska Avenue Rehabilitation Project, were opened on November 4, 2020. The bid results were as follows:

<b>Contractor</b>	<b>Base Bid</b>
Dawson Mauldin LLC	\$336,082.00
Don Berry Construction	\$378,777.70
R.J. Berry Jr. Inc.	\$409,176.00
American Paving	\$429,694.10
Bush Engineering	\$430,909.00
Avison Construction	\$435,016.00
Central Valley Construction	\$436,174.00
Dave Christian Construction	\$447,765.80

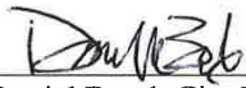
This project includes construction along Nebraska Avenue from Easterly Right of Way limits of Highway 43 (Highland Avenue) to Mitchell Avenue. Work generally includes the removal of the existing roadway, grading, installation of a Sanitary Sewer system, including pipe, manholes, asphalt concrete and storm drain inlets, removal of unsuitable subgrade materials, and construction of a new storm drain inlet and striping. The improvements will include the disposal of all removed concrete, asphalt concrete, earthwork is not incorporated into the project.

<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>
\$336,082.00		None
<b><u>FUNDING:</u></b> <i>(Enter the funding source for this item – if fund exists, enter the balance in the fund).</i>		<b><u>ON-GOING COST:</u></b> <i>(Enter the amount that will need to be budgeted each year – if one-time cost, enter NONE).</i>
Funding Source: STBG  Fund Balance:		None


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**RECOMMENDATION:** Approve Resolution awarding construction contract to Dawson Mauldin LLC for the Nebraska Avenue Rehabilitation Project in the amount of \$336,082.00

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 Daniel Bond, City Engineer

12/01/2020  
 Date

  
 Teresa Gallavan, City Manager

12/01/2020  
 Date

**RESOLUTION NO. 2020- R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA  
AWARDING CONTRACT  
FOR NEBRASKA AVENUE REHABILITATION PROJECT 5096(038)**

**WHEREAS**, the City of Selma has received funds through Surface Transportation Block Grant (STBG); and

**WHEREAS**, the plans and specifications for Nebraska Avenue Rehabilitation Project have been prepared by Gateway Engineering, Inc. and approved by the City of Selma Public Works/Engineering; and

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

**WHEREAS**, the bids were opened on November 4, 2020.

**NOW THEREFORE BE IT RESOLVED**, that the contract for Nebraska Avenue Rehabilitation Project is awarded to Dawson Mauldin LLC, at a cost of \$336,082.00.

The foregoing Resolution was duly adopted at a regular meeting of the Selma City Council on December 7, 2020, by the following vote to wit:

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

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Scott Robertson  
Mayor of the City of Selma

ATTEST:

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Reyna Rivera  
City Clerk for the City of Selma

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

December 7, 2020

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**ITEM NO:**

2.d.

**SUBJECT:** Consideration of a Resolution approving and authorizing the City Manager to execute an agreement with Health Management Associates (HMA) to provide consultation services for the Intergovernmental Transfer (IGT) Program, along with a Cooperative Agreement between the City of Coalinga, City of Dinuba, City of Kingsburg, City of Sanger, and the City of Selma to split the costs of those services

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**RECOMMENDATION:** Staff recommends that Council approve the Resolution authorizing the City Manager to execute all documents.

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**BACKGROUND:**

In order to ensure efficient use of public resources, the Cities have used an informal arrangement whereby services are provided by a consultant for participation in the Voluntary Rate Range Program (VRRP) and applicable Intergovernmental Transfer programs (IGTs) administered within the Medi-Cal program by the California Department of Health Care Services (DHCS). Under this arrangement the Cities have been reimbursing the City of Sanger for the individual City's portion of services provided by a consultant. With the transition of consultant service providers to a new consultant, the Cities desire to formalize the arrangement in this Agreement. Staff brought this agreement to Council at the September 7 meeting, and at Council's urging, sent the agreement back with a request to add Professional Liability Insurance. This insurance has been added to the new agreement that is before Council today.

**DISCUSSION:**

The City will be entering into a formal cooperative agreement with the four Cities stated above, with each City responsible for equal amounts of the total monthly invoice. The City of Sanger will continue to manage the agreement by reviewing each invoice submitted by the consultant to verify accuracy. Sanger will then distribute the invoice to the other Cities for similar review. The invoiced amount will be paid by the City of Sanger each month, and each City will be responsible for paying Sanger for their share. For fiscal year 2019/2020, each department spent \$11,932.75.

The consulting services shall be provided by Health Management Associates (HMA). They will be assisting each City with management of the VRRP and IGT programs. They assist with record keeping and the preparation of documents for submittal to the California Department of Health Care Services. The term of this agreement will be for two years, with the option to renew for up to four years.

<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>
\$12,000 (Estimate)		None
<b><u>FUNDING:</u></b> <i>(Enter the funding source for this item – if fund exists, enter the balance in the fund).</i>		<b><u>ON-GOING COST:</u></b> <i>(Enter the amount that will need to be budgeted each year – if one-time cost, enter NONE).</i>
Funding Source: Ambulance Fund  Fund Balance: \$4,661,414		\$12,000 (Estimate)

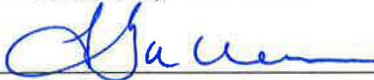
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**RECOMMENDATION:** Staff recommends that Council approve the Resolution authorizing the City Manager to execute all documents.

---

/s/

Rob Petersen, Fire Chief



Teresa Gallavan, City Manager

12032020

Date

12/2/20

Date

**RESOLUTION NO. 2020-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA APPROVING  
AND AUTHORIZING THE CITY MANAGER TO EXECUTE HEALTH  
MANAGEMENT ASSOCIATES SERVICES AGREEMENT AND COOPERATIVE  
AGREEMENT WITH CITIES OF COALINGA, DINUBA, KINGSBURG, SANGER  
AND SELMA**

**WHEREAS**, the City has, for the purpose of defraying the cost of employing an Administrator to participate in the Voluntary Rate Program (VRRP) and Intergovernmental Transfer Program (IGT) through Medical and the California Department of Health Care Services, been sharing the cost of employing the necessary administrator with the cities of Coalinga, Dinuba, Kingsburg and Sanger; and

**WHEREAS**, the cities of Coalinga, Dinuba, Kingsburg, Sanger and Selma wish to formally memorialize the past practice of retaining a single administrator to perform all required services for each of the cities and to share the cost of that expense.

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

1. The forgoing recitals are true and correct.
2. The City Council approves the Health Management Associate Services Agreement and Cooperative Agreement with Health Management Associates and the cities of Coalinga, Dinuba, Kingsburg and Sanger and the City of Selma.
3. The City Manager is authorized to execute the aforementioned agreement among Health Management Associates, the cities of Coalinga, Dinuba, Kingsburg and Sanger and the City of Selma.

The forgoing Resolution was duly adopted by the City Council of the City of Selma at a regular meeting on the 7<sup>th</sup> of December 2020 by the following vote:

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

---

Louis Franco, Mayor

ATTEST:

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Reyna Rivera, City Clerk

**HEALTH MANAGEMENT ASSOCIATES SERVICES AGREEMENT  
AND  
COOPERATIVE AGREEMENT**

This Health Management Associates Services Agreement and Cooperative Agreement ("Agreement") is entered into between the CITY OF COALINGA, CITY OF DINUBA, CITY OF KINGSBURG, CITY OF SANGER, AND CITY OF SELMA (individually "City" and collectively "Cities"), and HEALTH MANAGEMENT ASSOCIATES, INC., a Michigan corporation ("Consultant"). This Agreement shall be effective as of the date of the last City to sign, which shall occur after execution by Consultant ("Effective Date"). The Cities and Consultant are sometimes collectively referred to herein as "Parties".

**RECITALS**

A. In order to ensure efficient use of public resources, the Cities have used an informal arrangement whereby services are provided by a consultant for participation in the Voluntary Rate Range Program (VRRP) and applicable Intergovernmental Transfer programs (IGTs) administered within the Medi-Cal program by the California Department of Health Care Services (DHCS). Under this arrangement the Cities have been reimbursing the City of Sanger for the individual City's portion of services provided by a consultant. With the transition of consultant service providers to a new consultant, the Cities desire to formalize the arrangement in this Agreement.

B. The City of Sanger has sought, by issuance of a Request for Proposals, the performance of the services defined and described in this Agreement and as more fully set forth in Exhibit "A" ("Services").

B. Consultant submitted a proposal for performing the requested Services and is engaged in the business of furnishing such Services as a consultant and hereby warrants and represents that it is qualified, licensed, and professionally capable of performing the Services called for in the Request for Proposals and this Agreement.

C. The City of Sanger has selected Consultant to perform the requested Services on the basis of Consultant's demonstrated competence and professional qualifications.

D. The City of Sanger desires to retain Consultant, which is acceptable to the other Cities, and Consultant desires to provide Cities with Services on the terms and conditions as set forth in this Agreement.

**OPERATIVE PROVISIONS**

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, Cities and Consultant agree as follows:

**AGREEMENT**



1. Scope of Services. Consultant shall perform, to the satisfaction of the Cities in accordance with this Agreement, the Services described in the "Scope of Services and Schedule of Compensation" set forth in Exhibit "A" hereto and incorporated by reference herein, and as may be revised by mutual agreement of the Parties. Consultant warrants that it is qualified to perform the Services under this Agreement. Consultant shall be familiar with and shall comply with all State and Federal laws and regulations applicable to the Services to be performed under this Agreement.

2. Commencement of Services; Term of Agreement and Renewal. The term of this agreement shall begin on the Effective Date and shall continue in effect until June 30, 2022. The Agreement may be extended for an addition of one (1) year for up to and additional total of four (4) years with a written amendment to this Agreement signed by all the Parties; however, any City may choose not to renew by providing written notice of nonrenewal to Consultant and the remaining Cities at least 30 calendar days before June 30 of any year, and thereafter the Agreement shall only be renewed as to remaining Cities and Consultant if otherwise agreed to by Consultant and the City of Sanger. Consultant shall commence the Services upon City of Sanger's issuance of a written "Notice to Proceed" and shall continue with the Services until Consultant, as determined by City of Sanger, has satisfactorily performed and completed the Services, or until such time as the Agreement is terminated by either Consultant or the Cities in accordance with this Agreement, whichever is earlier.

(a) Community of Personnel. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors assigned to perform the Services under this Agreement. Consultant shall notify the City of Sanger of any changes in Consultant's staff and subcontractors assigned to perform the Services under this Agreement.

(b) Additional Services. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or listed in Exhibit "A," unless such additional services are authorized in advance and in writing by the City Manager of the City of Sanger after first having obtained approval from the other City Manager(s) from a majority of the other Cities. Consultant shall be compensated for any such additional services in the amounts and in the manner agreed to by the City and Consultant.

3. Compensation for Services. Each City, through the City of Sanger consistent with the process described below, shall compensate Consultant for rendering the Services as follows:

(a) Subject to any limitations set forth in this Agreement, Consultant shall receive payment in the amounts specified within Exhibit "A" attached hereto and incorporated herein by reference, but not exceeding the maximum contract amount of Ninety-Thousand Dollars (\$90,000) ("Contract Sum").

(b) Each month Consultant shall invoice the City of Sanger for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by subcategory), travel, materials, equipment, supplies, and sub-consultant contracts.

(c) The City of Sanger shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with



the provisions of this Agreement, and distribute the invoice to the remaining Cities for similar review. The invoiced amount shall be paid by the City of Sanger to Consultant within 30 calendar days unless any City disputes any charges or expenses. If any charges or expenses are disputed, the City of Sanger shall pay the undisputed amount, and notify Consultant of the nature and amount of the disputed charge or expense. The Parties shall seek to resolve the disputed items(s) by mutual agreement.

(d) Each City shall be responsible for paying the City of Sanger for its share of the total invoice amount based on the total number of Cities who were participating in this Agreement at the time the work was performed or the expenses incurred. (Example: If there are five Cities participating in this Agreement during the relevant time period, then each City's payment obligation would be 1/5<sup>th</sup> of the total invoice amount.) Within 14 calendar days after the date of sending the invoice by the City of Sanger to the other Cities for review, each City shall provide any comments it may have regarding whether the Services performed and expenses incurred are in compliance with the provisions of this Agreement to the City of Sanger. Failure to provide a timely response contesting either the Services performed or expenses incurred may be treated by the City of Sanger as those invoice items not being contested or undisputed. The City of Sanger shall then invoice each City for its share of the total undisputed invoice amount submitted by the Consultant. Each City shall then pay the City of Sanger within 30 calendar days. Amounts failed to be timely paid by any City shall accrue interest at three percent (3%) per annum payable to the City of Sanger.

4. Independent Contractor Status. Consultant and its subcontractors shall perform the Services as independent contractors and not as officers, employees, agents or volunteers of the Cities. Nothing contained in this Agreement shall be deemed to create any contractual relationship between the Cities and Consultant's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Consultant's employees or subcontractors, any claim or right of action against the Cities.

5. Standard of Care. Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement. Consultant represents that to the extent Consultant utilizes subcontractors, such subcontractors are, and will be, qualified in their fields. Consultant also expressly represents that both Consultant and its subcontractors, if any, are now, and will be throughout their performance of the Services under this Agreement, properly licensed or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement. Consultant and its subcontractors, if any, shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and best judgment while performing the Services, and shall comply with and keep themselves informed of all applicable laws and regulations. Consultant represents and warrants Consultant and all subcontractors or sub-consultants are qualified to do business in California.

6. Identity of Subcontractors and Sub-Consultants. Consultant shall, before commencing any work under this Agreement, provide to the City of Sanger in writing: (a) the identity of all subcontractors and sub-consultants (collectively referred to as "subcontractors"), if

any, Consultant intends to utilize in Consultant's performance of this Agreement; and (b) a detailed description of the full scope of Services to be provided by such subcontractors. Consultant shall only employ subcontractors pre-approved by City of Sanger and in no event shall Consultant replace an approved subcontractor without the advance written permission of City of Sanger, with the understanding that City of Sanger's permission will not be unreasonably withheld. Notwithstanding any other provisions in this Agreement, Consultant shall be liable to the Cities for the performance of Consultant's subcontractors.

7. Subcontractor Provisions. Consultant shall include in its written agreements with its subcontractors, if any, provisions which: (a) impose upon the subcontractors the obligation to provide to the Cities the same insurance and indemnity obligations that Consultant owes to the Cities; (b) make clear that the Cities intend to rely upon the reports, opinions, conclusions and other work product prepared and performed by subcontractors for Consultant; and (c) entitle the Cities to impose upon subcontractors the assignment rights found elsewhere in this Agreement.

8. Power to Act on Behalf of City. Consultant shall not have any right, power, or authority to create any obligation, express or implied, or make representations on behalf of any City except as may be expressly authorized in advance in writing from time to time by that City and then only to the extent of such authorization.

9. Record Keeping; Reports. Consultant shall keep complete records showing the type of Services performed. Consultant shall be responsible and shall require its subcontractors to keep similar records. Each City shall be given reasonable access to the records of Consultant and its subcontractors relating to that City for inspection and audit purposes. Consultant shall provide each City with a working draft of all reports and five (5) copies of all final reports prepared by Consultant under this Agreement for that City.

10. Ownership and Inspection of Documents. All data, tests, reports, documents, conclusions, opinions, recommendations and other work product generated by or produced for Consultant or its subcontractors in connection with the Services, regardless of the medium, including physical drawings and materials recorded on computer discs ("Work Product"), shall be and remain the property of the City for whom the work was performed. That City shall have the right to use, copy, modify, and reuse the Work Product as it sees fit. Upon any City's request, Consultant shall make available for inspection and copying all such Work Product and all Work Product shall be turned over to the City promptly at City's request or upon withdrawal from or termination of this Agreement as to that City, whichever occurs first. Consultant shall not release any Work Product to third parties without prior written approval of the City Manager of the City for which the Services were provided. The City Manager for the City of Sanger may require the release of any Work Product by Consultant, and may use the same, without restriction. Consultant's obligations under this Section 10 shall survive termination of, or withdrawal from, this Agreement and shall survive for four (4) years after the date of expiration, withdrawal, or termination of this Agreement as to each individual City.

11. Confidentiality. All data, reports, conclusions, opinions, recommendations and other Work Product prepared and performed by and on behalf of Consultant in connection with the Services performed pursuant to this Agreement shall be kept confidential and shall be disclosed

only to the Cities or any City, unless otherwise provided by law or expressly authorized by the Cities or any City. Consultant shall not disclose or permit the disclosure of any confidential information acquired during performance of the Services, except to its agents, employees, affiliates, and subcontractors who need such confidential information in order to properly perform their duties relative to this Agreement. Consultant shall also require its subcontractors to be bound to these confidentiality provisions.

12. City Name and Logo. Consultant shall not use any City's name or insignia, photographs relating to projects for which Consultant's Services are rendered, or any publicity pertaining to the Consultant's Services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of that City.

13. Conflicts of Interest. Consultant warrants that neither Consultant nor any of its employees have an interest, present or contemplated, in the Services. Consultant further warrants that neither Consultant nor any of its employees have real property, business interests or income that will be affected by the Services. Consultant covenants that no person having any such interest, whether an employee or subcontractor shall perform the Services under this Agreement. During the performance of the Services, Consultant shall not employ or retain the services of any person who is employed by the Cities or a member of any City Board or Commission. The Cities understand and acknowledges that Consultant may, as of the date of execution of this Agreement, be independently involved in the performance of similar for other governmental agencies and private parties. Consultant is unaware of any stated position of the Cities relative to such projects. Any future position of a City on such projects shall not be considered a conflict of interest for purposes of this section. Each City understands and acknowledges that Consultant may, perform similar services for other governmental agencies and private parties under this Agreement, and any such service shall not be considered a conflict of interest for purposes of this section.

14. Non-liability of Officers and Employees. No official, officer or employee of any City shall be personally liable to Consultant, or any successors in interest, in the event of a default or breach by that City for any amount which may become due Consultant or its successor, or for any breach of any obligation under the terms of this Agreement.

15. Cities' Right to Employ Other Consultants. This Agreement is non-exclusive with Consultant. The Cities reserves their right to employ other consultants in connection with the Services.

16. Withdrawal or Termination of Agreement. This Agreement shall terminate upon completion of the Services, or earlier pursuant to the following.

a. Termination or Withdrawal: Without Cause. This Agreement may be terminated by the City of Sanger or Consultant at its discretion upon thirty (30) days prior written notice to the other party and the remaining Cities. Additionally, any City may withdraw as a party to this Agreement at its discretion upon thirty (30) days prior written prior written notice to the other party and the remaining Cities. Withdrawal from this Agreement by a City shall not

terminate this Agreement as to the other Parties, which shall continue and shall be of full force and effect as long as the Consultant and at least one City remain a party hereto.

b. Termination by City of Sanger or Consultant: For Cause. Either the Consultant or City of Sanger may terminate this Agreement upon twenty (20) days prior written notice to the other party of a material breach, and a failure to cure within that time period.

c. Compensation to Consultant Upon Termination. In the event termination is not due to fault attributable to Consultant and provided all other conditions for payment have been met, Consultant shall be paid compensation for Services performed prior to notice of termination. As to any phase partially performed but for which the applicable portion of Consultant's compensation has not become due, Consultant shall be paid the reasonable value of its services provided. However, in no event shall such payment when added to any other payment due under the applicable part of the work exceed the total compensation of such part as specified in Section 3 herein. In the event of termination due to Consultant's failure to perform in accordance with the terms of this Agreement through no fault of the Cities, the Cities (through the City of Sanger) may withhold an amount that would otherwise be payable as an offset to Cities' damages caused by such failure.

d. Effect of Termination. Upon receipt of a termination notice (or completion of this Agreement), Consultant shall: (i) promptly discontinue all Services affected (unless the notice directs otherwise); and (ii) deliver or otherwise make available to any remaining participating Cities, without additional compensation, all data, documents, procedures, reports, estimates, summaries, Work Product and such other information and materials as may have been generated by or accumulated by the Consultant in performing this Agreement, whether completed or in process. Following the termination of this Agreement for any reason whatsoever, the Cities shall have the right to utilize such information, Work Product and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared under this Agreement by Consultant. Consultant may not refuse to provide such writings or materials for any reason whatsoever.

e. Compensation to Consultant Upon Withdrawal. In the event withdrawal by a City is not due to fault attributable to Consultant and provided all other conditions for payment have been met, Consultant shall be paid compensation by the withdrawing City for services performed prior to notice of withdrawal. As to any phase partially performed but for which the applicable portion of Consultant's compensation has not become due, Consultant shall be paid by the withdrawing City the reasonable value of its services provided. However, in no event shall such payment when added to any other payment due under the applicable part of the Services exceed the total compensation of such part as specified in Section 3 herein. In the event of withdrawal due to Consultant's failure to perform in accordance with the terms of this Agreement through no fault of the withdrawing City, the withdrawing City (through the City of Sanger) may withhold an amount that would otherwise be payable as an offset to the withdrawing City's damages caused by such failure.

f. Effect of Withdrawal. Upon receipt of a notice of withdrawal, Consultant shall: (i) promptly discontinue all Services affected for the withdrawing City (unless the notice directs otherwise); and (ii) deliver or otherwise make available to the withdrawing City, without additional compensation, all data, documents, procedures, reports, estimates, summaries, Work Product and such other information and materials as may have been generated by or accumulated by the Consultant in performing this Agreement for the withdrawing City, whether completed or in process. Following the withdrawal from this Agreement for any reason whatsoever, the withdrawing City shall have the right to utilize such information, Work Product and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared under this Agreement by Consultant. Consultant may not refuse to provide such writings or materials for any reason whatsoever.

17. Insurance. Consultant shall obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "B" attached hereto and incorporated herein by this reference as to each City. All insurance policies shall be subject to City of Sanger approval as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager of Sanger. Consultant shall provide the City of Sanger with copies of required certificates of insurance upon request.

18. Indemnity and Defense. Consultant hereby agrees to indemnify, defend and hold the Cities and each of them, their officials, officers, employees, agents, and volunteers harmless from and against all claims, demands, causes of action, actions, damages, losses, expenses, and other liabilities, (including without limitation reasonable attorney fees and costs of litigation) of every nature arising out of the acts, errors, or omissions constituting negligence, gross negligence, willful misconduct or fraud of Consultant or its subcontractors relating to the performance of Services described herein. Consultant's duty to defend and indemnify the Cities shall not extend to injuries or damages that are the result of the Cities' sole negligence or willful misconduct.

Consultant's duty to defend shall immediately arise when a claim is asserted and/or a lawsuit is initiated against the Cities or any City arising out of or occurring in connection with the acts, errors, or omissions constituting negligence, gross negligence, fraud or willful misconduct of Consultant or its subcontractors relating to the performance of Services described herein and regardless of whether others may owe the Cities or any City a duty of defense and/or indemnity. Consultant and Cities agree that said indemnity and defense obligations shall survive the expiration, withdrawal from, or termination of this Agreement for any items specified herein that arose or occurred during the term of this Agreement for a period of two (2) years. (Example: City "A" withdraws from the Agreement after six months. Consultant's indemnity and defense obligations as to City "A" shall survive for an additional two (2) years. However, if City "B" simultaneously remains a party to the Agreement until it expires, Consultant's indemnity and defense obligations as to City "B" shall survive for an additional two (2) years from the date of expiration.)

In no event shall any Party be liable to the other for indirect, consequential, special or liquidated damages.



19. Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Consultant without the prior written consent of City of Sanger. In the event of an assignment to which the City of Sanger has consented, the assignee shall agree in writing to personally assume and perform the covenants, obligations, and agreements herein contained. In addition, Consultant shall not assign the payment of any monies due Consultant from any City under the terms of this Agreement to any other individual, corporation or entity. The Cities retain the right to pay any and all monies due Consultant directly to Consultant. Any such assignment shall not release Consultant from performance of its obligations and responsibilities under this Agreement.

20. Form and Service of Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by facsimile, email or certified mail, postage prepaid and return receipt requested, addressed as follows:

To Cities:

Tim Chapa  
City Manager  
City of Sanger  
1700 Seventh Street  
Sanger, CA 93657

To Consultant:

Jeffrey M. DeVries,  
Contract Director  
Health Management Associates, Inc.  
120 N. Washington Square, Suite 705  
Lansing, MI 48933

To an individual City:

City of Sanger:

Tim Chapa, City Manager  
City of Sanger  
1700 Seventh Street  
Sanger, CA 93657

City of Coalinga:

Marissa Trejo, City Manager  
City of Coalinga  
155 West Durian  
Coalinga, CA 93210

City of Kingsburg:

Alexander Henderson, City Manager  
City of Kingsburg  
1401 Draper St  
Kingsburg, CA 93631

City of Dinuba:

Luis Patlan, City Manager  
City of Dinuba  
405 E. El Monte Way  
Dinuba, CA 93618

City of Selma:

Teresa Gallavan, City Manager  
City of Selma  
1710 Tucker St  
Selma, CA 93662

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile, email or if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

21. Entire Agreement. This Agreement, including the attachments, represents the entire Agreement between Cities and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral with respect to the subject matter herein. This Agreement may be amended only by written instrument signed by both Cities and Consultant.

22. Successors and Assigns. Subject to the provisions of Section 19 of this Agreement, this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

23. Authority. The signatories to this Agreement warrant and represent that they have the legal right, power, and authority to execute this Agreement and bind their respective entities.

24. Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the Parties will negotiate in good faith to modify any invalidated provisions to preserve each Party's anticipated benefits.

25. Applicable Law and Interpretation and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party. This Agreement is entered into by the Cities and Consultant in the County of Fresno, California. Consultant shall perform the Services required under this Agreement primarily in the County of Fresno, California, as well as Tulare County, California. Thus, in the event of litigation, the Parties agree venue shall only lie with the appropriate state or federal court in Fresno County, California.

26. Attorney's Fees. If any Party is required to commence any proceeding or legal action to enforce or interpret any term, covenant, or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorneys' fees and legal expenses.

27. Amendments and Waiver. This Agreement shall not be modified or amended in any way, and no provision shall be waived, except in writing signed by the Parties hereto. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of any Party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

28. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.

29. Execution in Counterparts. This Agreement may be executed in counterparts, including by electronically transmitted signature such as by facsimile or email, such that the

signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

30. Non-Discrimination. Consultant shall not discriminate on the basis of any protected class under federal or State law in the provision of the Services or with respect to any Consultant employees or applicants for employment. Consultant shall ensure that any subcontractors are bound to this provision. A protected class, includes, but is not necessarily limited to race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, and disability.

31. Compliance with All Laws. In providing the Services required under this Agreement, Consultant shall at all times comply with all applicable laws of the United States, the State of California, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

NOW, THEREFORE, the Cities and Consultant have executed this Agreement on the date(s) set forth below.

HEALTH MANAGEMENT  
ASSOCIATES, INC.

CITY OF SANGER

By: \_\_\_\_\_  
Kelly Johnson, Vice President

By: \_\_\_\_\_  
Tim Chapa, City Manager

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

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

APPROVED AS TO FORM

\_\_\_\_\_  
Hilda Cantu Montoy, City Attorney

[Signatures continued on next page]



CITY OF COALINGA

By: \_\_\_\_\_  
Marissa Trejo, City Manager

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

APPROVED AS TO FORM

\_\_\_\_\_  
, City Attorney

CITY OF DINUBA

By: \_\_\_\_\_  
Luis Patlan, City Manager

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

APPROVED AS TO FORM

\_\_\_\_\_  
, City Attorney

CITY OF KINGSBURG

By: \_\_\_\_\_  
Alexander Henderson, City Manager

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

APPROVED AS TO FORM

\_\_\_\_\_  
, City Attorney

CITY OF SELMA

By: \_\_\_\_\_  
Teresa Gallavan, City Manager

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

APPROVED AS TO FORM

\_\_\_\_\_  
, City Attorney

Attachments:

Exhibit A: Scope of Services and Schedule of Compensation

Exhibit B: Insurance

## **EXHIBIT A**

### **SCOPE OF SERVICES AND SCHEDULE OF COMPENSATION**

#### **I. Services**

Consultant shall respond to requests from the Cities or any City regarding participation in the Voluntary Rate Range Program (VRRP) and applicable Intergovernmental Transfer programs (IGTs) administered within the Medi-Cal program by the California Department of Health Care Services (DHCS). Areas of assistance include but are not limited to:

(a) Helping the Cities understand VRRP, the IGT process, and the documents used to transact an IGT in order to make informed decisions on whether to participate in VRRP and if so, how to participate.

(b) Contacting DHCS and the relevant Health Plans to participate in VRRP, calculating the value of the IGT and the dollar amounts involved at each step of the process, and submitting Attachment B's and Letters of Interest once DHCS is ready to receive them.

(c) Consultant shall work with DHCS on behalf of City, and the Cities to resolve any questions and troubleshoot issues that arise.

(d) Consultant shall assist the Cities and their respective staff to ensure all documents are correctly prepared for participation in the IGT program, and work with the relevant Health Plans to meet the DHCS timelines.

#### **II. Schedule of Compensation**

Subject to the maximum Contract Sum set forth in Section 3(a), Consultant shall provide services to Cities at the following hourly rates or task amounts:

(a) The Cities will pay Consultant \$295.00 an hour for its work under this Agreement.

## **EXHIBIT B**

### **INSURANCE**

#### **A. Insurance Requirements**

- i. 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 two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Consultant's general liability policies shall be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that each City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required.
- ii. Any failure to comply with reporting provisions of the policies by Consultant shall not affect coverage provided for each City.
- iii. Coverage shall state that Consultant insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.
- iv. Coverage shall contain a waiver of subrogation in favor of each City.
- v. Coverage shall provide coverage for Consultant's obligations of indemnity and defense under Section 18 of this Agreement.

#### **B. Business Automobile Liability**

- i. Consultant shall provide auto liability coverage for owned, non-owned, and hired autos using ISP Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than two million dollars (\$2,000,000) per accident.

#### **C. Workers' Compensation and Employers' Liability**

- i. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employers' Liability Insurance with limits of at least one million dollars (\$1,000,000). Consultant shall submit to each City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of each City, its officers, agents, employees, and volunteers.

#### **D. Professional Liability**

Consultant shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of one million dollars

(\$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 (3) years after completion of the services required by this agreement.

E. All Coverages

- i. Each insurance policy required by the agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the City of Sanger, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.
- ii. All self-insurance, self-insured retentions, and deductibles must be declared and approved by each City regarding that City's coverage.
- iii. Evidence of Insurance – Prior to commencement of the Services, the Consultant shall furnish each City with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Consultant must agree to provide complete, certified copies of all required insurance policies of requested by each City regarding that City's coverage.
- iv. Acceptability of Insurers – Insurance shall be placed with insurers admitted in the State of California with an AM Best rating of A- VII or higher.

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

December 7, 2020

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**ITEM NO:** 2.e.  
**SUBJECT:** Consideration and Necessary Action on Resolution Approving a Fuel Purchase Agreement between Selma Unified School District and the City of Selma and Authorizing the City Manager to Execute the Agreement

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**RECOMMENDATION:** Approve Resolution to Authorize City Manager to Execute Fuel Purchase Agreement between Selma Unified School District and City of Selma.

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**DISCUSSION:** The City will agree to a two (2) year agreement with Selma Unified School District ("SUSD") to purchase fuel. The City will be invoiced the actual cost that the District is billed from its supplier, which includes tax and delivery charges. That amount is then multiplied by the number of gallons purchased by the City. The District will add to each monthly invoice an amount equal to 3% of the total cost of the fuel purchased by the City for a replacement fund for the pump and/or fuel tanks. The city's current cost for fuel is between \$15,000 - \$16,000 per month. The estimated additional 3% would be about \$5,700 a year.

Using the SUSD fuel station provides easy access for our larger fleet units.

<b><i>COST:</i></b> (Enter cost of item to be purchased in box below)		<b><i>BUDGET IMPACT:</i></b> (Enter amount this non-budgeted item will impact this years' budget in box below – if budgeted, enter NONE).
Estimate: \$197,760 annually		
<b><i>FUNDING:</i></b> (Enter the funding source for this item in box below – if fund exists, enter the balance in the fund).		<b><i>ON-GOING COST:</i></b> (Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE).
Funding Source: Fleet Internal Services		
Fund Balance: \$202,381		

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**RECOMMENDATION:** Approve Resolution to Authorize City Manager to Execute Fuel Purchase Agreement between Selma Unified School District and City of Selma.

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/s/	12032020
Shane Ferrell, Public Works Director	Date
/s/	12032020
Teresa Gallavan, City Manager	Date

**RESOLUTION NO. 2020-\_\_\_\_R**

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**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA APPROVING  
AND AUTHORIZING THE CITY MANAGER TO EXECUTE FUEL PURCHASE  
AGREEMENT  
BETWEEN SELMA UNIFIED SCHOOL DISTRICT AND THE CITY OF SELMA**

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**WHEREAS**, Selma Unified School District has submitted a 2 year "Fuel Purchase Agreement" to sell gas & diesel fuel to the city; and

**WHEREAS**, the City Council has reviewed the Agreement, and wishes to enter into the Agreement with Selma Unified School District.

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

1. The foregoing recitals are true and correct.
2. The City Council has reviewed and approves the Agreement.
3. The City Manager is authorized to execute the Agreement on behalf of the City of Selma.

\*\*\*\*\*

The foregoing resolution was duly approved by the Selma City Council at a regular meeting held on the 7th day of November, 2020 by the following vote, to wit:

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

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Scott Robertson, Mayor

ATTEST:

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Reyna Rivera, City Clerk

**FACILITIES USE AGREEMENT BETWEEN THE  
SELMA UNIFIED SCHOOL DISTRICT  
AND THE  
CITY OF SELMA**

**THIS FACILITIES USE AGREEMENT** ("Agreement"), effective on \_\_\_\_\_, 2020, is entered into by and between the Selma Unified School District ("District"), a public school district existing under the laws of the State of California, County of Fresno, and the City of Selma ("City"). The District and the City shall be referred to individually as "Party" and collectively as "Parties."

**I.**

**RECITALS**

**WHEREAS**, the District owns and operates a vehicle fueling facility containing both diesel and gasoline fuels as part of its regular operations; and,

**WHEREAS**, the City of Selma seeks a source of diesel and gasoline fuel for its own fleet of vehicles; and,

**WHEREAS**, the District is willing and able to provide the City access to the District's fueling station to provide diesel and gasoline fuel for the City's vehicle fleet.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and conditions herein contained, the Parties hereby agree as follows:

**II.**

**TERM OF AGREEMENT**

- 2.1. The term of this Agreement shall commence on \_\_\_\_\_, 2020 and shall remain in effect for two (2) years.
- 2.2. After the initial two (2) year term, the Parties may renew the Agreement for additional two (2) year terms upon such terms and conditions as mutually agreed upon between the Parties and executed as an Amendment to this Agreement. Should the Parties fail to mutually agree to terms for each renewal period, this Agreement shall terminate at the end of the then current term

**III.**

**PROPERTY DESCRIPTION**

- 3.1 The District's fuel station is located at 1100 Valley View, in the City of Selma, all facilities at that location shall be referred to herein as the "Property."

**IV.**

**CITY'S USE OF PROPERTY**

- 4.1 The District shall make the Property available for the City's use providing diesel and gasoline fuel for its vehicle fleet.

- 4.2 The District use of the Property shall in no way be altered or impacted by the City's use, and the District shall in no way be required to obtain City's permission to use the Property. In the event there is any conflict between the District's use and the City's use of the Property, the District's use shall take priority.
- 4.3 As it relates to its use of the Property, the City shall maintain the Property in good and clean condition.
- 4.4 The City shall have access to the Property twenty-four (24) hours per day for the purpose of obtaining fuel from the District's facilities.
- 4.5 Those City employees, agents, contractors or volunteers accessing the District's fuel facilities shall be required to use a key and a personal identification number (PIN) issued by the City to obtain and record all fuels obtained for City vehicles. The City shall bear full responsibility for the issuance and maintenance of the keys and PINs and shall coordinate said system with any District system(s) used at the Property. The City shall bear full responsibility for the use or misuse of the keys and PINs and shall indemnify and hold the District harmless from and against any claims arising from their use or misuse.

## V.

### TERMS OF PAYMENT

- 5.1 The District shall invoice the City by the 15<sup>th</sup> of each month for the price of all fuels obtained for City vehicles during preceding month. The City shall remit to the District payment of the fuel amount of the invoice within thirty (30) days of the date of the invoice. In the event the City fails to remit payment to the District within said period of time, the District shall charge the City interest in the amount of 12% per annum on all outstanding balances.
- 5.2 The amount the District invoices the City for fuel shall be the amount per gallon that the District is billed from its supplier, including all taxes and delivery charges, multiplied by the number of gallons purchased by the City. The District shall add to each monthly invoice an amount equal to three percent (3%) of the total cost of the fuel purchased by the City. The intent of this additional fee is that it be accumulated over time and be used toward any necessary upgrades, improvements and/or replacements of the fueling facilities. The City shall have no right to a refund of these fees should the District decide not to make improvements or replacements of fuel facilities.

## VI.

### TERMINATION OF AGREEMENT

- 6.1 This Agreement may be terminated by either or both of the Parties at any time and for any reason upon thirty (30) days written notice.



## VII.

### ASSIGNMENT

- 7.1 The City shall not assign or encumber its interests in this Agreement or the Property, without first obtaining the District's written consent. Any assignment, encumbrance, or sublease of the Property without District's consent shall be voidable and, at the District's election, shall constitute a default. No consent to any assignment, encumbrance, or sublease shall constitute a waiver of the provisions of this section.

## VIII.

### PROPERTY INSURANCE

- 8.1 The City agrees to maintain and keep in force during the term of this Agreement comprehensive, broad form, general public liability insurance against all claims and liabilities for personal injury, death, or property damage arising out of its performance or non-performance of this Agreement and/or the City's access and use of the Property.
- 8.2 The District agrees to maintain and keep in for during the term of this Agreement liability to cover damage arising out of its performance or non-performance of this Agreement, and property damage insurance on all structures on the Property.

## IX.

### INDEMNIFICATION

- 9.1 The City agrees that it shall indemnify and hold harmless the District, its Governing Board, officers, agents, employees, appointees, volunteers and guests from any claims for personal injury or death directly arising from City's use of the Property. The City's agreement to so indemnify the District is limited only to activities related to its use of the Property and/or its performance or non-performance of this Agreement and does not include claims for damage to the Property itself, by fire or otherwise, unless caused, in whole or in part, by the City, its employees, agents, contractors, or volunteers.

## X.

### MAINTENANCE OF PROPERTY

- 10.1 The Parties agree that the Property, including all grounds and structures, shall be maintained in a safe and usable condition for use by the City under this Agreement as required by laws applicable to the operation and maintenance of such a facility.

## XI.

### DAMAGE OR DESTRUCTION OF PROPERTY

- 11.1 The Parties agree that, if at any time during the term of this Agreement all or part of the Property is damaged or destroyed, the Parties shall use whatever insurance money they receive as a consequence of such damage or destruction to repair or rebuild the Property.

## XII.

### GENERAL TERMS AND CONDITIONS

- 12.1 Severability: The unenforceable, invalidity or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid or illegal.
- 12.2 Governing Law: This Agreement shall be construed in accordance with and governed by the laws and decisions of the State of California.
- 12.3 Modifications: All modifications of or extensions to this Agreement shall be in writing, signed by all of the Parties.
- 12.4 Time: Time is hereby expressly declared to be of essence in this Agreement.
- 12.5 Notices: Any notices desired or required to be given under this Agreement shall be in writing and shall be delivered personally upon the other, or sent by prepaid registered or certified mail addressed to the respective parties as follows:


District: Selma Unified School District  
3036 Thompson Avenue  
Selma, CA 93662  
Attn: Larry Teixeira

City: City of Selma  
1710 Tucker Street  
Selma, CA 93662  
Attn: Teresa Gallavan, City Manager

Either Party may change its address or contact person by giving written notice to the other Parties.  
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers as follows:

**DISTRICT:**

**CITY:**

  
\_\_\_\_\_  
Larry Teixeira, Assistant Superintendent  
Selma Unified School District

\_\_\_\_\_  
Teresa Gallavan, City Manager  
City of Selma

Date: 10/28/20

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

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

December 7, 2020

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**ITEM NO:** 2.f.

**SUBJECT:** Consideration of a Resolution Adopting a Revised Conflict of Interest Code Rescinding Resolution No. 2018-92R, and adopting an amended Conflict of Interest Code Containing Revised Designated Positions and Disclosure Categories

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**DISCUSSION:** Pursuant to the provisions of the Government Code, section 87300 *et seq.*, each public agency is required to review its designated employee listing at least biannually, and as needed to accommodate additional positions, and submit updates as necessary. This listing is used to determine which positions need to file annual Conflict of Interest statements (Form 700).

Staff has reviewed the list of designated positions as well as the disclosure categories and is recommending approval of the revised code. Revisions were made based on the various changes in personnel. The positions added include the following: Police Commander and Recreation Supervisor. The positions removed include: Police Lieutenant, City Engineer, Associate Planner, Principal Planner, Public Works Supervisor and Arts Center Coordinator.

Once approved, the Resolution and attachments will be forwarded to the required agencies.

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**RECOMMENDATION:** Approve attached Resolution with attachments.

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Reyna Rivera, City Clerk

12022020  
Date

  
Teresa Gallavan, City Manager

12-2-20  
Date

**RESOLUTION NO. 2020 –\_\_R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA, RESCINDING RESOLUTION NO. 2018-92R, AND ADOPTING AN AMENDED CONFLICT OF INTEREST CODE CONTAINING REVISED DESIGNATED POSITIONS AND DISCLOSURE CATEGORIES**

**WHEREAS**, pursuant to the provisions of the Government Code, section 87300 *et seq.* (“the Code”), each agency is required to adopt a Conflict of Interest Code; and

**WHEREAS**, the Fair Political Practices Commission has adopted a regulation, 2 Cal. Code Reg. section 18730, which contains the terms of a standard model Conflict of Interest Code, which can be incorporated by reference, and which may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments to the Political Reform Act; and

**WHEREAS**, the Fair Political Practices Commission recommends each agency incorporate Commission Regulations 18730 and 18720 by reference as the body of their Code, and all changes to the Political Reform Act and to Regulations 18730 and 18720 will automatically be part of the City’s Conflict of Interest Code; and

**WHEREAS**, the City Council of the City of Selma on December 10, 2018, adopted Resolution No. 2018-92R and

**WHEREAS**, , pursuant to the provisions of Government Code Section 87306(a), in addition to reviewing the conflict of interest code biennially to determine if it is accurate or requires amendments, it must also be amended when necessitated by changed circumstances, such as the creation of new positions, deletion of positions or changes in the duties assigned to existing positions; and

**WHEREAS**, the City Council has determined the documents attached to this Resolution, as Exhibits A and B, accurately set forth the current designated positions regulated by the Conflict of Interest Code, and the respective categories of financial interests which should be designated and the respective categories of financial interests which should be made reportable by their members; and

**WHEREAS**, this action will ensure the City’s Conflict of Interest Code is up to date and in compliance with the law.

**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 rescinds Resolution No. 2018-92R, and any other City Council resolution that adopted a Conflict of Interest Code.

**Section 3.** The terms of Title 2, Division 6 of the California Code of Regulations, Section 18730, and any amendments to it duly adopted by the Fair Political Practices Commission, incorporated herein by reference, along with the attached documents entitled Exhibit A, in which members and employees are designated, and Exhibit B in which disclosure categories are set forth, constitute the Conflict of Interest Code for the City of Selma.

**Section 4.** Pursuant to the Code, any person holding a designated position, including any person holding a designated position in an acting capacity, shall file a Statement of Economic Interest with the City Clerk. Additionally, any person hired for a position not covered by the Code, who makes or participated in making a governmental decision shall file a Statement of Economic Interest with the City Clerk.

**Section 5.** The City Clerk is the filing official for the Mayor, Council members, City Manager, City Attorney, and Planning Commissioners. For the persons holding those positions, the City Clerk accepts the filing, retains a copy, and forwards the original to the Fair Political Practices Commission in Sacramento. For all other persons holding designated positions, the City Clerk is the filing officer and retains the statements. The City Clerk will make the statements available for public inspection and reproduction, pursuant to Government Code Section 81008.

**Section 6.** Any future amendments to the City's Conflict of Interest Code including, but not limited to, amendments to the designated positions list or to the financial disclosure categories, shall be made by resolution duly adopted by the City Council of the City of Selma.

**Section 7. 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 8. 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 7<sup>th</sup> day of December 2020, by the following roll call vote:

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

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Scott Robertson  
Mayor

ATTEST:

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Reyna Rivera  
City Clerk

**EXHIBIT A RESOLUTION NO. 2020-\_\_R**

City of Selma, California

Conflict of Interest Code

**LIST OF DESIGNATED POSITIONS**

**POSITIONS**

**DISCLOSURE CATEGORY**

Mayor, Council members, City Manager, City Attorney, City Clerk, City Treasurer, Planning Commissioner Members	As required by State law
Accountant	1-6
Administrative Assistant	2, 5, 6
Assistant City Attorney	1-6
Assistant City Manager	1-6
Building Inspector	1-6
City Clerk/Public Information Ofc	1-6
Community Development Director	1-6
Community Services Director	1-6
Deputy City Attorney	1-6
Finance Department Manager	1-6
Finance Director	1-6
Fire Captain	1-6
Fire Chief	1-6
Fire Marshal	1-6
Fleet Maintenance Supervisor	5,6
Human Resources Manager	1,5,6
Police Chief	1-6
Police Commander	1-6
Police Sergeant	1-6
Public Works Director	1-6
Recreation Coordinator	5,6
Transit Fleet Service Coordinator	5,6
Transit Maintenance Manager	5,6
Consultant*	1,2

\* Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest category in the code subject to the following limitation:

The City Manager may determine in writing that a particular consultant, although a "designated position", is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant's duties and, based on that description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

## **EXHIBIT B**

### **City of Selma Conflict of Interest Code**

#### **DISCLOSURE CATEGORIES**

**CATEGORY 1:** All investments, business positions and sources of income that are located in, do business in, or own real property within the jurisdiction of the City. (See Statement of Economic Interest Schedules A-1, A-2, C, D and E.)

**CATEGORY 2:** All interests in real property located in the City and within a 2 mile radius. (See Statement of Economic Interest, Schedule B.)

**CATEGORY 3:** All investments, business positions, interests in real property and sources of income subject to the regulatory, permit or licensing authority of the department. (See Statement of Economic Interests Schedules A-1, A-2, B, C, D and E.)

**CATEGORY 4:** Investments in business entities and sources of income which engage in land development, construction or the acquisition of real property. (See Statement of Economic Interests Schedules A-1, A-2, B, C, D, and E.)

**CATEGORY 5:** Investments in business entities and sources of income of the type which contract with the City to provide services, supplies, materials, machinery or equipment to any City department. (See Statement of Economic Interests Schedules A-1, A-2, B, C, D, and E.)

**CATEGORY 6:** Investments in business entities and sources of income of the type which contract with the City to provide to the designated employee's department services, supplies, materials machinery, or equipment. (See Statement of Economic Interests Schedules A-1, A-2, B, C, D, and E.)



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

December 7, 2020

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**ITEM NO:** 2.g.

**SUBJECT:** Consideration and Necessary Action of the Lease Agreement with Pitney Bowes for Postage Services

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**RECOMMENDATION:** Adopt Resolution approving and authorizing the City Manager to execute the lease agreement with Pitney Bowes for postage services.

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**DISCUSSION:** Currently there are two postage meters located at City Hall and the new Police Department Station that were purchased in 2006. Both of these devices are owned by the City with no outstanding obligations or maintenance programs. At this time both devices have been experiencing mechanical issues. These issues are as follows:

- PD Station Device - Scale to determine weight and postage rate not working.
- City Hall Device - Device has received multiple errors that reflect the end of its useful life.

Given the age of these devices and the expense to repair, replacement is the most efficient option. Both postage devices will be replaced with an equivalent current model. The Police Department will have a fiscal impact of \$261.45 quarterly and the City Hall/Overhead Internal Services Fund will be \$469.05 quarterly. To receive the best price, we have been authorized to receive the same contract pricing as an open multiple state agreement.

Staff recommends authorizing the City Manager to execute the Lease Agreement to replace both postage machines with a new 5 year term lease that includes maintenance services.



<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).
PD Lease: \$261.45 Quarterly  Overhead IS: \$469.05 Quarterly		General Fund: \$522.90  Overhead Internal Services: \$938.10
<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: General Fund/Overhead Internal Services  FYE 2018-19 Fund Balance: General fund \$4.5M Overhead: \$46,687		PD Lease: \$1,045.80 Annually  Overhead IS: \$1,876.20 Annually

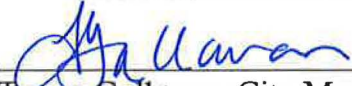
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**RECOMMENDATION:** Adopt Resolution approving and authorizing the City Manager to execute the lease agreement with Pitney Bowes for postage services.

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/s/

Isaac Moreno, Assistant City Manager

  
Teresa Gallavan, City Manager

12032020

Date

12-3-20  
Date

RESOLUTION NO. 2020-\_\_\_\_\_

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**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA APPROVING  
AND AUTHORIZING THE CITY MANAGER TO EXECUTE LEASE AGREEMENT  
BETWEEN PITNEY BOWES AND THE CITY OF SELMA**

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**WHEREAS**, Pitney Bowes has submitted a 5 year "Lease Agreement" for Postage Meters to the city; and

**WHEREAS**, the City Council has reviewed the Agreement, and wishes to enter into the Agreement with Pitney Bowes.

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

1. The foregoing recitals are true and correct.
2. The City Council has reviewed and approves the Agreement.
3. The City Manager is authorized to execute the Agreement on behalf of the City of Selma.

\*\*\*\*\*

The foregoing resolution was duly approved by the Selma City Council at a regular meeting held on the 7th day of December, 2020 by the following vote, to wit:

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

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Scott Robertson, Mayor

ATTEST:

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Reyna Rivera, City Clerk

## Sourcewell (formerly known as NJPA) State & Local FMV Lease


Agreement Number

## Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee			Tax ID # (FEIN/TIN)
CITY OF SELMA			202744669
Sold-To: Address			
1710 TUCKER ST, SELMA, CA, 93662-3728, US			
Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #	
Heather Kredit	(559) 891-2200	0016096824	
Bill-To: Address			
1710 TUCKER ST, SELMA, CA, 93662-3728, US			
Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
Heather Kredit	(559) 891-2200	0016096824	heatherk@cityofselma.com
Ship-To: Address			
1710 TUCKER ST, SELMA, CA, 93662-3728, US			
Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #	
Heather Kredit	(559) 891-2200	0016096824	
PO #			
.			

## Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROCAUTO	SendPro C Auto
1	1E40	4" White Label Printer
1	1FXA	Interface to InView Dashboard
1	7H00	C Series IMI Meter
1	993-4B	DM400C Return Kit - Upgrade to 9H00
1	APAC	Connect+ Accounting Weight Break Reports
1	APAX	Cost Acctg Accounts Level (100)
1	APB2	Cost Accounting Devices (10)
1	APKN	Account List Import/Export
1	C5CC	Sendpro C Auto 95
1	CAAB	Basic Cost Accounting
1	ME1A	Meter Equipment - C Series
1	MP81	C Series Integrated Scale
1	PAB1	C Series Premium App Bundle

1	PTJ1	SendPro Online
1	PTJA	SendPro Basic 1 User
1	PTJN	Single User Access
1	PTK1	Web Browser Integration
1	PTK2	SendPro C Series Shipping Integration
1	STDsla	Standard SLA-Equipment Service Agreement (for SendPro C Auto)
1	ZH24	Manual Weight Entry
1	ZH29	HZ03 95 LPM Speed
1	ZHD5	USPS Rates with Metered Letter
1	ZHD7	E Conf Services for Metered LTR. BDL
1	ZHWL	5lb/3kg Weighing Option for MP81

#### Your Payment Plan

<b>Initial Term: 60 months</b>	<b>Initial Payment Amount:</b>	
<b>Number of Months</b>	<b>Monthly Amount</b>	<b>Billed Quarterly at*</b>
<b>60</b>	<b>\$ 156.35</b>	<b>\$ 469.05</b>

\*Does not include any applicable sales, use, or property taxes which will be billed separately.

- ( ) Tax Exempt Certificate Attached  
 ( ) Tax Exempt Certificate Not Required  
 (X) Purchase Power® transaction fees included  
 ( ) Purchase Power® transaction fees extra

#### Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate this lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms and conditions of this Agreement, including the NJPA Contract Number 041917-PIT, effective date May 17, 2017 and the State and Local Fair Market Value Lease Terms (including the Pitney Bowes Terms) (Version 2/20) which is available at <http://www.pb.com/states/njpa> and is incorporated by reference (the "Agreement"). You acknowledge that, except for non-appropriation, you may not cancel this lease for any reason and that all payment obligations are unconditional. This lease will be binding on us after we have completed our credit and documentation approval process and have signed below. This lease requires you to either provide proof of insurance or participate in the ValueMAX® requirement protection program (see Section 6 of the State and Local Fair Market Value Lease Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

Not Applicable

State/Entity's Contract#

Lessee Signature

Teresa Gallavan

Print Name

City Manager

Title

Date

Email Address

Pitney Bowes Signature

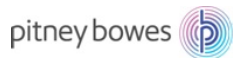
Print Name

Title

Date

**Sales Information**

Davinder Heslin	davinder.heslin@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance



## Sourcewell (formerly known as NJPA) State & Local FMV Lease

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Agreement Number

### Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee

SELMA POLICE DEPARTMENT

Tax ID # (FEIN/TIN)

946000431

#### Sold-To: Address

~~1935 E FRONT ST, SELMA, CA, 93662-3561, US~~ 2055 3rd Street, Selma CA 93662

#### Sold-To: Contact Name

Heather Kredit

#### Sold-To: Contact Phone #

(559) 891-2200

#### Sold-To: Account #

0016096825

#### Bill-To: Address

~~1935 E FRONT ST, SELMA, CA, 93662-3561, US~~ 1710 Tucker Street, Selma CA 93662

#### Bill-To: Contact Name

Heather Kredit

#### Bill-To: Contact Phone #

(559) 891-2200

#### Bill-To: Account #

0016096825

#### Bill-To: Email

heatherk@cityofselma.com

#### Ship-To: Address

~~1935 E FRONT ST, SELMA, CA, 93662-3561, US~~ 2055 3rd Street, Selma CA 93662

#### Ship-To: Contact Name

Heather Kredit

#### Ship-To: Contact Phone #

(559) 891-2200

#### Ship-To: Account #

0016096825

#### PO #

.

### Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROC SERIES4	SendPro C Series - Version 4
1	1E35	4" White Label Printer w/lifter base
1	1FXA	Interface to InView Dashboard
1	7H00	C Series IMI Meter
1	8H00	C Series IMI Base
1	APAC	Connect+ Accounting Weight Break Reports
1	APAX	Cost Acctg Accounts Level (100)
1	APB2	Cost Accounting Devices (10)
1	APKN	Account List Import/Export
1	C425	SendPro C425
1	CAAB	Basic Cost Accounting
1	DM2RKL	Return Kit for DM200/225 - Large
	F9S2	SendPro C Install Training with Shipping
1	HZ80001	SendPro C Series Drop Stacker

1	ME1A	Meter Equipment - C Series
1	MP81	C Series Integrated Scale
1	PAB1	C Series Premium App Bundle
1	PTJ1	SendPro Online
1	PTJA	SendPro Basic 1 User
1	PTJN	Single User Access
1	PTK1	Web Browser Integration
1	PTK2	SendPro C Series Shipping Integration
1	SJS1	C200 SoftGuard
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro C Series - Version 4)
1	ZH24	Manual Weight Entry
1	ZH27	HZ02 65 LPM Speed
1	ZHC425	SendPro C425 Base System Identifier
1	ZHD5	USPS Rates with Metered Letter
1	ZHD7	E Conf Services for Metered LTR. BDL
1	ZHWL	5lb/3kg Weighing Option for MP81

## Your Payment Plan

<b>Initial Term: 60 months</b>	<b>Initial Payment Amount:</b>	
<b>Number of Months</b>	<b>Monthly Amount</b>	<b>Billed Quarterly at*</b>
<b>60</b>	<b>\$ 87.15</b>	<b>\$ 261.45</b>

\*Does not include any applicable sales, use, or property taxes which will be billed separately.

- ( ) Tax Exempt Certificate Attached  
( ) Tax Exempt Certificate Not Required  
(X) Purchase Power® transaction fees included  
( ) Purchase Power® transaction fees extra

## Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate this lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms and conditions of this Agreement, including the NJPA Contract Number 041917-PIT, effective date May 17, 2017 and the State and Local Fair Market Value Lease Terms (including the Pitney Bowes Terms) (Version 2/20) which is available at <http://www.pb.com/states/njpa> and is incorporated by reference (the "Agreement"). You acknowledge that, except for non-appropriation, you may not cancel this lease for any reason and that all payment obligations are unconditional. This lease will be binding on us after we have completed our credit and documentation approval process and have signed below. This lease requires you to either provide proof of insurance or participate in the ValueMAX® requirement protection program (see Section 6 of the State and Local Fair Market Value Lease Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

Not Applicable

State/Entity's Contract#

Lessee Signature

Teresa Gallavan

Print Name

City Manager

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

## Sales Information

Davinder Heslin

davinder.heslin@pb.com

Account Rep Name

Email Address

PBGFS Acceptance



Agenda Item 2.h.  
CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
76203-76279	11/20/2020	Voids	WASTED CHECKS			
76280	11/20/2020	Printed	ACTION TOWING AND DIVE TEAM	EVIDENCE TOWS -OCT 2020		124.00
76281	11/20/2020	Printed	AIRGAS USA LLC	OXYGEN CYLINDER RENTALS		1,219.67
76282	11/20/2020	Printed	ALLSTAR FIRE EQUIPMENT	TRADITIONAL COMPOSITE HELMET		4,611.27
76283	11/20/2020	Printed	MARK ALVES / ALVES ELECTRIC	TROUBLESHOOT LIGHTS AT SHAFER PARKING & DOWNTOWN		450.00
76284	11/20/2020	Printed	ANTHEM BLUE CROSS BLUE SHIELD	AMBULANCE OVERPAYMENT REIMB		750.48
76285	11/20/2020	Printed	AT&T	INTERNET SERVICE 11/6-12/5/20		58.85
76286	11/20/2020	Printed	AT&T	TELEPHONE 10/1/20-10/31/20		192.50
76287	11/20/2020	Printed	AT&T	TELEPHONE 10/4-11/3/20		1,454.67
76288	11/20/2020	Printed	AT&T	TELEPHONE 10/4-11/3/20		152.43
76289	11/20/2020	Printed	AT&T	TELEPHONE 10/4/20-11/3/20		319.99
76290	11/20/2020	Printed	AT&T	TELEPHONE 10/12-11/11/20		70.47
76291	11/20/2020	Printed	AT&T MOBILITY	TELEPHONE -MDT'S 10/1-10/31/20		437.71
76292	11/20/2020	Printed	CHRIS AYALA	TACTICAL RIFLE COURSE PER DIEM 11/16-11/17/20	R	22.00
76293	11/20/2020	Printed	BANNER PEST CONTROL INC	PEST CONTROL -NOVEMBER 2020		441.00
76294	11/20/2020	Printed	CESAR F. BEJARANO / RAPID JUNK REMOVAL	CLEAN UP 1449 BURNHAM	R	550.00
76295	11/20/2020	Printed	BLUE CROSS	AMBULANCE OVERPAYMENT REIMB		182.60
76296	11/20/2020	Printed	JAY WESLEY BROCK / TOP DOG TRAINING CENTER	K9 MAINTENANCE 11/2/20		540.00
76297	11/20/2020	Printed	BWE ENTERPRISES, INC.	INSTALLED TWO WALL BRACKETS & MONITORS -PD	PDSA	500.00
76298	11/20/2020	Printed	CALIFORNIA WATER SERVICE	WATER SERVICE -OCTOBER 2020		17,934.38
76299	11/20/2020	Printed	CARROT-TOP INDUSTRIES, INC.	SELMA FLAGS		458.09
76300	11/20/2020	Printed	ROD CARSEY	PLAN CHECKS -OCTOBER 2020		5,878.33
76301	11/20/2020	Printed	COMCAST	INTERNET SERVICE -NOV 2020		821.45
76302	11/20/2020	Printed	COMCAST	PD TO FCSO -NOV 2020		713.85
76303	11/20/2020	Printed	COMMUNITY MEDICAL CENTER	AMBULANCE OVERPAYMENT REIMB		611.23
76304	11/20/2020	Printed	CONSOLIDATED ELECTRICAL	LIGHTING FOR VETERANS PLAZA	R	3,170.97
76305	11/20/2020	Printed	COOK'S COMMUNICATION CORP	RADIO SERVICE REPAIR FOR AMBULANCE		180.00
76306	11/20/2020	Printed	CORELOGIC SOLUTIONS LLC	REALQUEST SERVICES -OCT 20		481.25
76307	11/20/2020	Printed	COUNTY OF FRESNO	RMS/JMS/CAD ACCESS FEES-OCT 20 & PRISONER PROCESSING 7/1-9/30/20		2,250.34
76308	11/20/2020	Printed	COUNTY OF FRESNO TREASURER	GIS TELECOMMUNICATION CHARGE JUL-SEPT 20		218.68
76309	11/20/2020	Printed	DATAPATH LLC	NETCARE & ONSITE SUPPORT -NOV & LAPTOP FOR CODE ENFORCEMENT		10,886.34
76310	11/20/2020	Printed	DEPARTMENT OF HEALTH CARE	AMBULANCE OVERPAYMENT REIMB		83.07
76311	11/20/2020	Printed	DEPARTMENT OF JUSTICE	BLOOD ALCOHOL ANALYSIS-OCT 20		455.00
76312	11/20/2020	Printed	JUAN CRUZ DIAZ	BUILDING INSPECTOR SERVICE -OCT 20		880.00
76313	11/20/2020	Printed	DONNOE & ASSOCIATES, INC.	SERGEANT STOCK EXAM RENTAL		385.00
76314	11/20/2020	Printed	DYSON JANZEN ARCHITECTS, INC.	NEW PD STATION AGREEMENT	PDSA	13,175.18
76315	11/20/2020	Printed	EKC ENTERPRISES, INC.	COUNCIL CHAMBER AV SYSTEM		5,397.45
76316	11/20/2020	Printed	ENTERPRISE HOLDINGS, INC.	RENTAL CAR FOR CREEK FIRE	R	1,389.56
76317	11/20/2020	Printed	PAUL DEREK ESQUIBEL	TACTICAL RIFLE COURSE PER DIEM 11/16-11/17/20	R	22.00
76318	11/20/2020	Printed	FENCE FACTORY	POLICE STATION TEMP FENCE RENTAL & RELOCATION	PDSA	661.48
76319	11/20/2020	Printed	FIRE RECOVERY EMS LLC	AMBULANCE BILLING -OCT 20		5,936.62
76320	11/20/2020	Printed	FRESNO COUNTY TAX COLLECTOR	PROPERTY TAX/SEWER 1ST INSTALL		3,585.15
76321	11/20/2020	Printed	FRESNO OXYGEN	OXYGEN RENTALS		101.04
76322	11/20/2020	Printed	DONOVAN FULLNER	GYM MEMBERSHIP REIMBURSEMENT		200.00
76323	11/20/2020	Printed	GATEWAY ENGINEERING, INC.	CITY ENGINEERING SERVICES-SEPT 20		14,090.00
76324	11/20/2020	Printed	DAKOTA GORDON	EMT RECERT. REIMBURSEMENT		82.00

## CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
76325	11/20/2020	Printed	WYATT GORMAN	TACTICAL RIFLE COURSE PER DIEM 11/16-11/17/20	R	22.00
76326	11/20/2020	Printed	HD SUPPLY CONSTRUCTION SUPPLY	WINTER JACKETS -PW		1,697.96
76327	11/20/2020	Printed	HEALTH NET	AMBULANCE OVERPAYMENT REIMB		151.11
76328	11/20/2020	Printed	HEALTH NET	AMBULANCE OVERPAYMENT REIMB		220.80
76329	11/20/2020	Printed	HEALTH NET	AMBULANCE OVERPAYMENT REIMB		343.80
76330	11/20/2020	Printed	HEALTHWISE SERVICES, LLC.	MEDICAL WASTE SERVICES	R	150.00
76331	11/20/2020	Printed	HENRY SCHEIN INC.	MEDICAL SUPPLIES		2,362.26
76332	11/20/2020	Printed	J'S COMMUNICATION INC.	SERVICE AGREEMENT 11/1-11/30/20		446.00
76333	11/20/2020	Printed	JOHNSON CONTROLS SECURITY	SERVICE CALL FOR PIONEER VILLAGE EDGE COMB CENTER		867.65
76334	11/20/2020	Printed	JORGENSEN & COMPANY	SEMI ANNUAL HOOD INSPECTION & FIRE EXTINGUISHER MAINT		1,721.31
76335	11/20/2020	Printed	MICHAEL KAIN	MEDICAL PREMIUM REIMB -DEC 20		1,211.15
76336	11/20/2020	Printed	KAISER PERMANENTE	AMBULANCE OVERPAYMENT REIMB		1,625.00
76337	11/20/2020	Printed	KAISER PERMANENTE	AMBULANCE OVERPAYMENT REIMB		208.81
76338	11/20/2020	Printed	KAISER PERMANENTE	AMBULANCE OVERPAYMENT REIMB		1,475.20
76339	11/20/2020	Printed	KATCH ENVIRONMENTAL INC.	PROGRESS PAYMENT #15	PDSA	192,784.73
76340	11/20/2020	Printed	JEFF KESTLY	MEDICAL PREMIUM REIMB -DEC 20		201.97
76341	11/20/2020	Printed	LIEBERT, CASSIDY, WHITMORE	LCW COVID-19 LEGISLATURE		100.00
76342	11/20/2020	Printed	LIFE-ASSIST INC.	MEDICAL SUPPLIES		216.36
76343	11/20/2020	Printed	LOGISTICARE	AMBULANCE OVERPAYMENT REIMB		399.35
76344	11/20/2020	Printed	LOGISTICARE	AMBULANCE OVERPAYMENT REIMB		350.22
76345	11/20/2020	Printed	LOGISTICARE	AMBULANCE OVERPAYMENT REIMB		346.10
76346	11/20/2020	Printed	LOGISTICARE	AMBULANCE OVERPAYMENT REIMB		342.55
76347	11/20/2020	Printed	FRANK R LOPEZ	POLICE RIBBON CUTTING CANOPY RENTAL 10/29/20		60.00
76348	11/20/2020	Printed	SERGIO MALDONADO	TACTICAL RIFLE COURSE PER DIEM 11/16-11/17/20	R	22.00
76349	11/20/2020	Printed	STEVEN LEE MCINTIRE	MEDICAL PREMIUM REIMB -DEC 20		1,687.69
76350	11/20/2020	Printed	MEDICARE NORTHERN CALIFORNIA	AMBULANCE OVERPAYMENT REIMB		242.87
76351	11/20/2020	Printed	MID VALLEY PUBLISHING, INC.	EMPLOYMENT ADS -TRANSIT		41.50
76352	11/20/2020	Void				
76353	11/20/2020	Printed	OFFICE DEPOT, INC.	OFFICE SUPPLIES		1,034.57
76354	11/20/2020	Printed	MATTHEW PETERS	SAFETY OFFICE CLASS PER DIEM 12/1-12/4/20		260.00
76355	11/20/2020	Printed	PG&E	UTILITIES -NOVEMBER 2020		53.81
76356	11/20/2020	Printed	PG&E	UTILITIES -NOVEMBER 2020		123.02
76357	11/20/2020	Printed	PURCHASE POWER	POSTAGE REFILL -PD & CH		2,056.50
76358	11/20/2020	Printed	DANIEL ANTHONY RIVAS	HOTEL ROOMS FOR STRIKE TEAM REIMB	R	1,279.40
76359	11/20/2020	Printed	SAMPSON, SAMPSON, AND PATTERSON	ACCOUNTING SERVICES -OCT 20		1,414.00
76360	11/20/2020	Printed	SCOTT SANDERS	MEDICAL PREMIUM REIMB -DEC 20		1,444.98
76361	11/20/2020	Printed	SANTE HEALTH SYSTEM AND	AMBULANCE OVERPAYMENT REIMB		131.72
76362	11/20/2020	Printed	SECOND CHANCE ANIMAL SHELTER	MONTHLY SUPPORT -DEC 2020		7,925.80
76363	11/20/2020	Printed	SELMA DISTRICT CHAMBER OF	DRIVE IN MOVIE SPONSORSHIP		2,032.07
76364	11/20/2020	Printed	SELMA UNIFIED FOOD SERVICES	SENIOR MEALS 10/1-10/30/20		4,443.75
76365	11/20/2020	Printed	SELMA UNIFIED SCHOOL DISTRICT	FUEL -SEPTEMBER 2020		15,608.87
76366	11/20/2020	Printed	SELMA UNIFIED SCHOOL DISTRICT	ANNUAL LEASE FOR LITTLE LEAGUE		1.00
76367	11/20/2020	Printed	SELMA UNIFIED SCHOOL DISTRICT	FUEL -OCTOBER 2020		14,778.24
76368	11/20/2020	Printed	DUSTIN SIMS	AMBULANCE OVERPAYMENT REIMB		50.00
76369	11/20/2020	Printed	SITEONE LANDSCAPE SUPPLY, LLC.	FEB CO RUBBER PARKS KIT RINGO & LLMD 1		136.08
76370	11/20/2020	Printed	STATE WATER RESOURCES	ANNUAL PERMIT FEE		8,992.00
76371	11/20/2020	Printed	SURVEILLANCE INTEGRATION INC.	PROGRESS PAYMENT NEW POLICE STATION VIDEO INSTALLATION	PDSA	38,279.83
76372	11/20/2020	Printed	TOWNSEND PUBLIC AFFAIRS, INC.	CONSULTING FEES -NOVEMBER 20		3,500.00
76373	11/20/2020	Printed	TRICARE FOR LIFE	AMBULANCE OVERPAYMENT REIMB		290.26
76374	11/20/2020	Printed	TULARE CO JAIL INDUSTRIES	NO TRESPASSING SIGNS		431.00
76375	11/20/2020	Printed	UNITY IT	NOVEMBER 2020 PUBLIC SETUP	PDSA	1,725.76

# CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
76376	11/20/2020	Printed	UNIVERSAL CARE	AMBULANCE OVERPAYMENT REIMB		343.24
76377	11/20/2020	Printed	VALLEY SHREDDING LLC	DOCUMENT DESTRUCTION SERVICE		60.00
76378	11/20/2020	Printed	VANIR CONSTRUCTION	POLICE DEPT CONSTRUCTION MANAGEMENT 10/1-10/31/20	PDSA	3,654.90
<b>TOTAL</b>						<b>421,351.30</b>

Grant: G    PD State Appropriation: PDSA (457)    Reimbursement: R

## **PAYROLL TRANSACTIONS**

### **CHECK REGISTER**

<b>Date</b>	<b>Check No.</b>	<b>Amount</b>
11/13/2020	116306-116316	\$4,337.72
11/20/2020	116324-116337	\$19,727.13
11/27/2020	116338-116348	\$4,426.09

### **Remittance Checks**

<b>Date</b>	<b>Check No.</b>	<b>Amount</b>
11/13/2020	116317-116323	\$21,530.69
11/27/2020	116349-116357	\$18,205.17

### **ACH Payment**

<b>Date</b>	<b>Description</b>	<b>Amount</b>
11/13/2020	PR NOV1320	\$179,550.23
11/27/2020	PR NOV2720	\$190,290.50

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

December 7, 2020

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**ITEM NO:** 3.

**SUBJECT:** Continued Item – Consideration and Necessary Action on a Resolution declaring an Abandoned Sign at 1505 2<sup>nd</sup> Street, Selma, California, an Illegal On-Premises Advertising Display and a Public Nuisance and Ordering the Property Owner to Abate the Nuisance

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**RECOMMENDATION:** Conduct the Public Hearing and Determine Whether Owner of Property where Illegal Display Advertisement is Located is Progressing on Reestablishing Use of the Sign and, if so, Continue Public Hearing for Consideration of Resolution Declaring the Sign located on the Property Described in the Resolution to be Illegal and a Nuisance and Ordering the Property Owner to Abate the Nuisance by Removing the Sign, and if not Adopt Resolution and Determine a Date and Time to Consider any Objection by the Property Owner to the Order to Remove the Illegal Advertising Display.

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**DISCUSSION:** At the City Council meeting of November 2, 2020 the City Council continued this item to the first meeting in December at the request of the property owner, who indicated a willingness to reestablish the sign as one to advertise a product or business.

There is a sign, commonly known as a freeway sign because it is visible from Highway 99 that has been abandoned or is not maintained or not used to identify or advertise any ongoing business and has not been used for any such purpose for a period of not less than ninety (90) days prior to October 16, 2020, the date upon which the Property Owner was given notice that the City would consider this Resolution declaring the sign an illegal on-site premises advertising display and a public nuisance. Under the provisions of the City's Ordinances and under Business and Professions Code §5499.1, et. seq., the City Council of the City of Selma may, by Resolution, declare the sign a public nuisance and order the abatement of the nuisance by the property owner. Once the Resolution is approved, the property owner will be given a notice to abate the nuisance and an opportunity to object to the City's declaration that the abandoned sign is a nuisance at a City Council meeting on a date to be determined by the City Council. If the property owner then fails to abate the nuisance by having the sign removed, the City may abate the nuisance using its own forces or contracting for the removal of the signs in accordance with the provisions of the Business and Professions Code. The costs of the abatement will be made a lien against the Property until paid.

\*\*\*\*\*

<b><u>COST:</u></b> (Enter cost of item to be purchased)	<b><u>BUDGET IMPACT</u></b> (Enter amount this non-budgeted item will impact this years' budget – if budgeted, enter NONE).
Undetermined. The staff will need to evaluate whether the removal can be done by City forces or should be done through a contractor and the cost would be determined at that time.	Temporary. The City would bare the costs of removing the illegal signs which would be recovered by being made a lien against the property until paid.
<b><u>FUNDING:</u></b> (Enter the funding source for this item – if fund exists, enter the balance in the fund).	<b><u>ON-GOING COST:</u></b> (Enter the amount that will need to be budgeted each year – if one-time cost, enter NONE).
Funding Source: General Fund          Fund Balance:	None.

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**RECOMMENDATION:**


Conduct the Public Hearing and Determine Whether Property Owner is Progressing to Reestablish Use of the Sign and, if so, Continue Consideration of Resolution Declaring the Sign Located on the Property Described in the Resolution to be Illegal and a Nuisance and Ordering the Property Owner to Abate the Nuisance by Removing the Sign, and Determine Date and Time to Consider any Objection by the Property Owner to the Order to Remove the Illegal Advertising Display. If not, Adopt the Resolution.

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/s/  
Neal E. Costanzo, Special Counsel

  
Teresa Gallavan, City Manager

12032020  
Date

12-2-20  
Date

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

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**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF SELMA DECLARING A PUBLIC NUISANCE AND ORDERING ABATEMENT OF AN  
ILLEGAL ON-PREMISES ADVERTISING DISPLAY**

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**WHEREAS**, the City of Selma issued a Notice to the owner of the property located at 1505 2<sup>nd</sup> Street, Selma, California, Fresno County Assessor Parcel No. 388-134-14 the "Property"), that the City Council would consider a Resolution declaring an on-premises advertising display located on the Property illegal and a public nuisance as required by Business and Professions Code §5499.2(b): and

**WHEREAS**, the sign is an illegal advertising display within the meaning of Business and Professions Code §5499.1 because it is an on-premises advertising display that was legally erected, but has ceased to be used to identify or advertise any ongoing business and has not been used for that purpose for a period of not less than 90 days prior to October 16, 2020; and

**WHEREAS**, on November 2, 2020 the City Council of the City of Selma did conduct and continue a public hearing pursuant to Business and Professions Code §5499.2 to determine whether the sign was an illegal on-premises advertising display and a public nuisance.

**WHEREAS**, on December 7, 2020 the City Council of the City of Selma did conduct the continued public hearing pursuant to Business and Professions Code §5499.2 to determine whether the sign was an illegal on-premises advertising display and a public nuisance.

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

1. The forgoing recitals are true and correct and incorporated herein as though fully set forth at this point.

2. The advertising display located on the Property identified in this Resolution is an illegal on-premises advertising display as defined by Business and Professions Code §5499.1 and a public nuisance and must be abated by removal of the illegal on-premises advertising display by the Property owner on or before December 31, 2020.

3. Any Property owner(s) objecting to the notice to remove illegal advertising display shall have an opportunity to object at a meeting of the City Council to be held on December 7, 2020. Notice to the property owners shall be given in the following form:

“NOTICE TO REMOVE ILLEGAL ADVERTISING DISPLAY  
Notice hereby given that on the 2<sup>nd</sup> day of November, 2020, the City Council of



All property owners having any objection to the proposed removal of the display are hereby notified to attend a meeting of the City Council of the City of Selma to be held on December 7, 2020, when their objections will be heard and given due consideration.

4. That if the Property owner fails to abate the nuisance by removing the illegal on-premises advertising display located on the Property then the City shall remove utilizing City forces, or a contractor retained by the City to do so, and the cost of such removal shall be assessed against the Property as a lien which will remain on the Property until paid in full pursuant to Business and Professions Code §5499.1 et. seq.

This Resolution was duly adopted by the City Council of the City of Selma at a regular meeting on the      of      2020 by the following vote:

Scott Robertson, Mayor

Reyna Rivera, City Clerk



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

**December 7, 2020**

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**ITEM NO:** 4.

**SUBJECT:** Continued Item – Consideration and Necessary Action on Resolution declaring an Abandoned Sign at 1630 2<sup>nd</sup> Street, Selma, California, an Illegal On-Premises Advertising Display and a Public Nuisance and Ordering the Property Owner to Abate the Nuisance

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**RECOMMENDATION** Conduct the public hearing and determine whether property owner is progressing to reestablish use of the sign and, if so, continue consideration of resolution declaring the sign located on the property described in the resolution to be illegal and a nuisance and ordering the property owner to abate the nuisance by removing the sign, and determine date and time to consider any objection by the property owner to the order to remove the illegal advertising display. If not, adopt the resolution.

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**DISCUSSION:** At the City Council meeting of November 2, 2020 the City Council continued this item to the first meeting in December at the request of the property owner, who indicated a willingness to reestablish the sign as one to advertise a product or business.

There is a sign, commonly known as a freeway sign because it is visible from Highway 99 that has been abandoned or is not maintained or not used to identify or advertise any ongoing business and has not been used for any such purpose for a period of not less than ninety (90) days prior to October 16, 2020, the date upon which the Property Owner was given notice that the City would consider this Resolution declaring the sign an illegal on-site premises advertising display and a public nuisance. Under the provisions of the City's Ordinances and under Business and Professions Code §5499.1, et. seq., the City Council of the City of Selma may, by Resolution, declare the sign a public nuisance and order the abatement of the nuisance by the property owner. Once the Resolution is approved, the property owner will be given a notice to abate the nuisance and an opportunity to object to the City's declaration that the abandoned sign is a nuisance at a City Council meeting on a date to be determined by the City Council. If the property owner fails to abate the nuisance by having the sign removed, the City may abate the nuisance using its own forces or contracting for the removal of the signs in accordance with the provisions of the Business and Professions Code. The costs of the abatement will be made a lien against the Property until paid.

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

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**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF SELMA DECLARING A PUBLIC NUISANCE AND ORDERING ABATEMENT OF AN  
ILLEGAL ON-PREMISES ADVERTISING DISPLAY**

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**WHEREAS**, the City of Selma issued a Notice to the owner of the property located at 1630 2<sup>nd</sup> Street, Selma, California, Fresno County Assessor Parcel No. 388-155-22 the "Property"), that the City Council would consider a Resolution declaring an on-premises advertising display located on the Property illegal and a public nuisance as required by Business and Professions Code §5499.2(b): and

**WHEREAS**, the sign is an illegal advertising display within the meaning of Business and Professions Code §5499.1 because it is an on-premises advertising display that was legally erected, but has ceased to be used to identify or advertise any ongoing business and has not been used for that purpose for a period of not less than 90 days prior to October 16, 2020; and

**WHEREAS**, on November 2, 2020 the City Council of the City of Selma did conduct and continue a public hearing pursuant to Business and Professions Code §5499.2 to determine whether the sign was an illegal on-premises advertising display and a public nuisance.

**WHEREAS**, on December 7, 2020 the City Council of the City of Selma did conduct the continued public hearing pursuant to Business and Professions Code §5499.2 to determine whether the sign was an illegal on-premises advertising display and a public nuisance.

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

1. The forgoing recitals are true and correct and incorporated herein as though fully set forth at this point.

2. The advertising display located on the Property identified in this Resolution is an illegal on-premises advertising display as defined by Business and Professions Code §5499.1 and a public nuisance and must be abated by removal of the illegal on-premises advertising display by the Property owner on or before December 31, 2020.

3. Any Property owner(s) objecting to the notice to remove illegal advertising display shall have an opportunity to object at a meeting of the City Council to be held on December 7, 2020. Notice to the property owners shall be given in the following form:

Notice hereby given that on the 2<sup>nd</sup> day of November, 2020, the City Council of the City of Selma adopted a Resolution declaring that an illegal advertising display is located on or in front of this Property (Fresno County Assessor Parcel No. 388-155-22) which constitutes a public nuisance and must be abated by the removal of the illegal display. Otherwise, it will be removed, and the nuisance abated by the City of Selma. The cost of removal will be assessed upon the property from or in front of which the display is removed and will constitute a lien upon the property until paid. Reference is hereby made to Resolution No. \_\_\_\_\_ for further particulars. A copy of this Resolution is on file in the office of the Clerk of the City Council of the City of Selma.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_”  
{Title}

\*\*\*\*\*

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

ATTEST:

86

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

December 7, 2020

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**ITEM NO:** 5.

**SUBJECT:** Continued Item – Consideration and Necessary Action on Resolution declaring an Abandoned Sign at 1635 2<sup>nd</sup> Street, Selma, California, an Illegal On-Premises Advertising Display and a Public Nuisance and Ordering the Property Owner to Abate the Nuisance

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**RECOMMENDATION** Conduct the public hearing and determine whether property owner is progressing to reestablish use of the sign and, if so, continue consideration of resolution declaring the sign located on the property described in the resolution to be illegal and a nuisance and ordering the property owner to abate the nuisance by removing the sign, and determine date and time to consider any objection by the property owner to the order to remove the illegal advertising display. If not, adopt the resolution.

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**DISCUSSION:** At the City Council meeting of November 2, 2020 the City Council continued this item to the first meeting in December at the request of the property owner, who indicated a willingness to reestablish the sign as one to advertise a product or business.

There is a sign, commonly known as a freeway sign because it is visible from Highway 99 that has been abandoned or is not maintained or not used to identify or advertise any ongoing business and has not been used for any such purpose for a period of not less than ninety (90) days prior to October 16, 2020, the date upon which the Property Owner was given notice that the City would consider this Resolution declaring the sign an illegal on-site premises advertising display and a public nuisance. Under the provisions of the City's Ordinances and under Business and Professions Code §5499.1, et. seq., the City Council of the City of Selma may, by Resolution, declare the sign a public nuisance and order the abatement of the nuisance by the property owner. Once the Resolution is approved, the property owner will be given a notice to abate the nuisance and an opportunity to object to the City's declaration that the abandoned sign is a nuisance at a City Council meeting on a date to be determined by the City Council. If the property owner fails to abate the nuisance by having the sign removed, the City may abate the nuisance using its own forces or contracting for the removal of the signs in accordance with the provisions of the Business and Professions Code. The costs of the abatement will be made a lien against the Property until paid.

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<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>
<i>Undetermined. The staff will need to evaluate whether the removal can be done by City forces or should be done through a contractor and the cost would be determined at that time.</i>	<i>Temporary. The City would bare the costs of removing the illegal signs which would be recovered by being made a lien against the property until paid.</i>
<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: <i>General Fund</i>          Fund Balance:	<i>None.</i>

**RECOMMENDATION** Conduct the public hearing and determine whether property owner is progressing to reestablish use of the sign and, if so, continue consideration of resolution declaring the sign located on the property described in the resolution to be illegal and a nuisance and ordering the property owner to abate the nuisance by removing the sign, and determine date and time to consider any objection by the property owner to the order to remove the illegal advertising display. If not, adopt the resolution.

/s/ \_\_\_\_\_  
Neal E. Costanzo, Special Counsel

12032020  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Teresa Gallavan, City Manager

12-2-20  
\_\_\_\_\_  
Date

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

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**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF SELMA DECLARING A PUBLIC NUISANCE AND ORDERING ABATEMENT OF AN  
ILLEGAL ON-PREMISES ADVERTISING DISPLAY**

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**WHEREAS**, the City of Selma issued a Notice to the owner of the property located at 1635 2<sup>nd</sup> Street, Selma, California, Fresno County Assessor Parcel No. 388-14-141 the “Property”), that the City Council would consider a Resolution declaring an on-premises advertising display located on the Property illegal and a public nuisance as required by Business and Professions Code §5499.2(b): and

**WHEREAS**, the sign is an illegal advertising display within the meaning of Business and Professions Code §5499.1 because it is an on-premises advertising display that was legally erected, but has ceased to be used to identify or advertise any ongoing business and has not been used for that purpose for a period of not less than 90 days prior to October 16, 2020; and

**WHEREAS**, on November 2, 2020 the City Council of the City of Selma did conduct and continue a public hearing pursuant to Business and Professions Code §5499.2 to determine whether the sign was an illegal on-premises advertising display and a public nuisance.

**WHEREAS**, on December 7, 2020 the City Council of the City of Selma did conduct the continued public hearing pursuant to Business and Professions Code §5499.2 to determine whether the sign was an illegal on-premises advertising display and a public nuisance.

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

1. The forgoing recitals are true and correct and incorporated herein as though fully set forth at this point.

2. The advertising display located on the Property identified in this Resolution is an illegal on-premises advertising display as defined by Business and Professions Code §5499.1 and a public nuisance and must be abated by removal of the illegal on-premises advertising display by the Property owner on or before December 31, 2020.

3. Any Property owner(s) objecting to the notice to remove illegal advertising display shall have an opportunity to object at a meeting of the City Council to be held on December 7, 2020. Notice to the property owners shall be given in the following form:

“NOTICE TO REMOVE ILLEGAL ADVERTISING DISPLAY





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

**December 7, 2020**

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**ITEM NO:** 6.

**SUBJECT:** Consideration and Necessary Action on Extension of Urgency Ordinance Amending Subparagraph 24 of Subdivision (A) of Section 2, Chapter 8 of Title XI and Subdivision (A) of Section 3 of Chapter 8 of Title XI of the Municipal Code, as Revised Pending Completion of Study and Evaluation of Appropriate Regulation of Thrift Stores and Other Establishments Dealing in Used Goods

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**RECOMMENDATION:** Consider adopting with a four-fifths vote an Extension Urgency Ordinance Amending 11-8-2 and 11-8-3 of the Selma Municipal Code as Revised Allowing Operation of Thrift Stores or other business engaged in the wholesale or retail sale of used goods, articles or merchandise, for a period of ten (10) months and 15 days.

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**DISCUSSION:** On November 2, 2020, the City Council received comments from a representative of a thrift shop, that is, a retail store dealing in sale of used goods and articles or merchandise that had been stocked and prepared the store for opening and conducting business which was technically not permitted by the City's current ordinances at the specific sections cited in the subject line of this Staff Report. Those sections, read together, prohibited the establishment of any thrift store in the City of Selma unless the thrift store is operated by a non-profit corporation that has obtained a Conditional Use Permit. Those sections of what is part of the City's zoning ordinances were adopted in 1976 and are outdated and have not been enforced. Subsequent to 1976, at least two thrift stores have been established in the City of Selma and are operating. The Council adopted an Urgency Ordinance allowing thrift stores in commercial zones.

Government Code §65858 provides that with respect to any zoning ordinance, for purposes of promoting the public peace, welfare, and convenience or health and safety so long as the City Council undertakes a study or evaluation on how to properly regulate any use of real property by a zoning ordinance the Council may extend the interim ordinance for a period of 10 months and 15 days.

Given that there are already thrift stores established and operating in the City of Selma it is inconsistent with the convenience, welfare and overall peace of the City of Selma to prohibit operation of thrift stores located in the commercial zone unless that thrift store is operated by a non-profit organization that obtains a Conditional Use Permit. The common welfare and convenience of the citizenry and inhabitants of the City require the equal treatment of similarly situated business establishments and there is no discernable difference between thrift stores proposed to operate and those already operating within the City.

The City desires to conduct and is conducting a study to determine the best way of regulating thrift shops and other enterprises or businesses dealing in the wholesale or retail sale of used goods, articles or merchandise and the provisions of the aforementioned Government Code specifically allow the City to extend by 10 month and 15 days an interim, urgency ordinance as a temporary means of regulating the operation of any such business or enterprise within the City for the time period necessary for the City to complete its study and enact appropriate regulations that will allow for such uses.

This extension of the urgency ordinance can only be adopted by a four-fifths vote of the City Council. The urgency ordinance was first passed on November 9, 2020 and will only be in effect for 45 days. The City Council, during this public hearing, may extend the ordinance for a period of 10 months and 15 days to complete its study and evaluation of the appropriate regulations, if any, with respect to these types of establishments. Staff is preparing and intends to process a permanent ordinance for first reading and adoption in mid-2021. It is anticipated that the permanent ordinance will allow for the operation of thrift stores and the extension of this urgency ordinance is only made necessary by virtue of the fact that the permanent ordinance has not yet been fully developed.

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**RECOMMENDATION:**

Consider adopting with a four-fifths vote an extension of the Urgency Ordinance Amending 11-8-2 and 11-8-3 of the Selma Municipal Code insofar as it relates to the operation of a thrift store or other business engaged in the wholesale or retail sale of used goods, articles or merchandise, for 10 months and 15 days.

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/s/

12/04/2020

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Neal E. Costanzo, Special Counsel

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Date

/s/

12/04/2020

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Teresa Gallavan, City Manager

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Date

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**REVISED INTERIM URGENCY ORDINANCE OF THE  
CITY COUNCIL OF THE CITY OF SELMA AMENDING  
SUBPARAGRAPH 24 OF THE SUBDIVISION (A) OF 11-8-2 AND  
SUBDIVISION (A) OF 11-8-3 OF THE SELMA MUNICIPAL CODE**

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**WHEREAS**, Section 11-8-2 of the City of Selma Municipal Code (SMC) is a part of the City's zoning and land use ordinances and Chapter XI of the City Code entitled "zoning" serves as a guide for the orderly growth and development of the City of Selma and exists to promote the public health, safety, comfort, peace and general welfare of the City of Selma; and

**WHEREAS**, Section 2 of Chapter 8 of Title XI of the zoning ordinance enacted in 1976 states the permissible uses of land located within the C-1 zone of the City, which uses are allowed in all commercial zones of the City and the ordinance adopted in 1976 provides with respect to a "thrift" store that the only such enterprises allowed in any commercial zone of the city which is a business dealing in wholesale or retail sale of used goods or commodities, is a non-profit store and, even then, only those non-profit businesses that have been granted a Conditional Use Permit are allowed to operate; and

**WHEREAS**, subdivision (A) of Section 3, Chapter 8, Title XI of the SMC prohibits any business from dealing in "wholesale of used goods or commodities", except in the case of articles taken in trade or sale of new merchandise on the same premises with the exception of non-profit thrift stores that have been granted a Conditional Use Permit; and

**WHEREAS**, with respect to zoning ordinances the legislative body of a city, to protect the public health, safety, convenience, peace and welfare may adopt as a urgency measure an interim ordinance or any zoning proposal of the legislative body that does not conform to current provisions of the Municipal Code, so long as the City Council is considering or studying or intends to study within a reasonable time amendments to its zoning ordinances; and

**WHEREAS**, at least two thrift stores have been allowed to operate within the City, notwithstanding the provisions of Chapter 8, Sections 2 and 3 of Title XI of the SMC and a third has newly been established, under the provisions of this interim ordinance and to promote the peace and welfare of the City by according equal treatment to persons and entities seeking to establish wholesale or retail thrift shops or stores, or that are engaged in the wholesale or retail sale of used goods, all in accordance with Government Code §65858, the City Council of the City of Selma adopted the interim ordinance allowing for use of business premises located within the commercial zones of the City to operate as thrift stores, by four-fifths vote while the City Council studies zoning proposals for establishment of thrift stores and other similar stores and shops, such as antique stores and consignment stores.

**WHEREAS**, the urgency ordinance is still in effect but will expire unless extended and this City Council wishes to revise and extend the urgency ordinance for a period of 10 months and 15 days.

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

**SECTION I** Section 2, subdivision (A), subparagraph 24 of Chapter 8, Title XI of the Selma Municipal Code is hereby amended to read as follows:

11-8-2: Uses:

In a C-1 zone the following uses only are permitted.

(A) Any use permitted in the R-3 zone, provided that any building used for any of the R-3 uses mentioned in subsections (A)(1) through (A)(5) and (A)(9) of this section shall comply with all of the minimum requirements, conditions and regulations which apply to R-3 zones

...

24. Thrift stores, antique stores, and any other business dealing in wholesale or retail sales of used goods or commodities so long as any articles donated, or taken in trade, sale or on consignment shall only be received or taken on the business premises. A non-profit corporation may establish a thrift or similar store so long as such non-profit corporations do not permit donation of articles unless, the donation occurs within the primary structure where the business is conducted on the premises. All such stores and businesses shall be subject to the limitations on use stated in Section 3 of this Chapter 8 of Title XI.

**SECTION II** Subparagraph A of Section 3, Title 8 of Chapter 11 of the Selma Municipal Code is hereby amended to read as follows:

“11-8-3: Limitations on Uses:

(A) No business dealing in retail or wholesale sale of used goods or commodities shall be permitted to take or accept goods or articles except in the case of articles taken in trade or sale occurring on the same premises, and any donation of any goods or articles shall not be taken or accepted outside the primary structure on the premises where the business is conducted on the premises of the business engaged in the wholesale or retail sale of used goods or commodities. No such business shall be permitted within 300 feet of any other business also engaged in sale of used goods, articles or commodities. No commercial zone of the City shall have more than two (2) such businesses unless authorized by a Conditional Use Permit, to be issued, if at all, by the Community Development Department.

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

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

**Section V** Effective Date and Posting of Ordinance: The Clerk of the City of Selma shall cause a summary of this Ordinance to be published at least once within fifteen (15) days after its passage in a newspaper of general circulation in Fresno County with the names of those City Council Members voting for or against the Ordinance.

**Section VI** This is a Revised Urgency, Interim Ordinance pursuant to Government Code §65858. This Ordinance took effect immediately and was and is in effect for a period of 45 days from and after November 9, 2020. The City Council at a regular meeting following a duly noticed public hearing, hereby extends the Urgency Ordinance as revised by a four-fifths vote for 10 months and 15 days, to permit further study and review of regulations for “thrift” stores and others selling used goods, articles or commodities.

**PASSED, APPROVED AND ADOPTED** this 7<sup>th</sup> day of December 2020, by the following vote:

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

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Scott Robertson, Mayor

ATTEST:

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Reyna Rivera, City Clerk

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

December 7, 2020

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**ITEM NO:** 7.

**SUBJECT:** Consideration and Necessary Action on Council Request to Name the Police Community Room the "Dr. Stanley Y. Louie, Community Room" or Other Designation of Recognition of Dr. Louie

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**RECOMMENDATION:** As a Council request, Staff has placed the item on the agenda for discussion.

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**DISCUSSION:**

The City Manager received a request from outgoing Mayor Franco regarding naming/dedicating the Police Community Room to Dr. Stan Louie.

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**RECOMMENDATION:** As a Council request, Staff has placed the item on the agenda for discussion.

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/s/

Teresa Gallavan, City Manager

12032020

Date

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

December 7, 2020

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**ITEM NO:** 8.

**SUBJECT:** Consideration and Necessary Action on Council Request to Establish New Christmas Greeting Sign on Second Street

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**RECOMMENDATION:** As a Council request, Staff has placed the item on the agenda for discussion.

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**DISCUSSION:**

The City Manager received a request from Mayor Pro Tem Guerra to discuss a new Christmas greeting sign on Second Street.

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**RECOMMENDATION:** As a Council request, Staff has placed the item on the agenda for discussion.

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Teresa Gallavan, City Manager

12-2-20

Date



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

December 7, 2020

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**ITEM NO:** 9.

**SUBJECT:** Consideration of City CARES Act Funding Allocation from Fresno County and Associated FY 2020-21 Budget Adjustments

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**RECOMMENDATION:**

Staff recommends that Council allocate General Fund dollars in the FY 2020-21 budget, that will be freed up by \$254,521.62 of direct CARES Act funding the City will receive, to the following:

- 1) 59% (\$150,000) for a business license fee relief program for calendar year 2021;
  - 2) 1% (\$2,520) for a home occupation permit fee relief program for calendar year 2021;
  - 3) 28% (\$70,000) for development process assessment and permit software acquisition and implementation services;
  - 4) 4% (\$10,000) for shop local small business gift card program (approved at the November 16, 2020 Council meeting);
  - 5) 1% (\$1,800) to cover the cost of utilities for the Optum Serve COVID-19 test site at Pioneer Village; and
  - 6) 7% (\$20,201.62) toward the capital improvement project of installing a music system downtown.
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**BACKGROUND:**

The City of Selma has been allocated \$254,521.62 in CARES Act funding from the County. Public Safety is presumed to be a substantially dedicated payroll expense, and by dedicating CARES Act funding to that expense it frees up general purpose funds for unforeseen financial needs and risks created by COVID-19. CARES Act funding expenditures must be from March through December 2020 and the City will utilize the CARES Act funding allocation for public safety payroll expenses. To secure the funding the City submitted on November 4, 2020 its request for reimbursement to the County.

**DISCUSSION:**

The pandemic has had devastating impacts on lives, businesses and the economy. Using funds freed up by CARES Act to assist small businesses, promote shopping local and downtown revitalization, improving the City's development process, and to facilitate COVID testing will aid in the City of Selma's recovery from the impacts of COVID-19. For these reasons, staff recommends City Council to consider allocating the \$254,521.62 in freed up general funds to the following allocations:



- 1) 59% (\$150,000) for a business license fee relief program for calendar year 2021. The \$150,000 is the revenue the City estimates it will receive in the year from business licenses. By allocating this funding, businesses will benefit from not having to pay the city the annual business license fee in 2021 and the City budget will not be adversely affected.
- 2) 1% (\$2,520) for a Home Occupation Permit (HOP) fee relief program for calendar year 2021. There are very few home-based businesses participating in this program. From social media we can see that there are many home-based businesses in the area. It would benefit the business community and the City if we can identify and support our home-based businesses. By offering a year of no fees for HOP permitting, the businesses can more easily become legally licensed to operate in Selma and the City can better understand and seek ways to support the needs of entrepreneurs and home-based businesses in the City of Selma.
- 3) 28% (\$70,000) for business development process assessment and permit software acquisition and implementation services. The City has been awarded approximately \$25,000 in SB2 funding towards this project and applied for \$124,724 in LEAP funding for three years of software costs (\$41,574.66 each year). The additional \$70,000 requested will allow the City to hire a consultant to assess the city development permitting process, assist with vendor assessment and selection, system implementation and support, and potentially fund software modules that will not be covered by the State planning grants. The total estimated budget for the project is \$219,724 of which \$149,724 or 68% is grant funded and \$70,000 or 32% is proposed as General Fund offset by CARES Act funding.
- 4) 4% (\$10,000) for a shop local small business gift card program (approved at the November 16, 2020 Council meeting).
- 5) 1% (\$1,800) to cover the cost of utilities for the Optum Serve COVID-19 test site at Pioneer Village. This will allow the test site to operate for 6 months without adversely impacting the Pioneer Village budget.
- 6) 7% (\$20,201.62) toward the capital improvement project of installing a music system downtown. The City Council has made the revitalization of the downtown business district a priority and included this project in the Capital Improvement Plan. The City has identified funding for certain sidewalk improvements but funding for installation of a music system still needs to be identified.

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#### **RECOMMENDATION:**

Staff recommends that Council allocate General Fund dollars in the FY 2020-21 budget, that will be freed up by \$254,521.62 of direct CARES Act funding the City will receive, to the following:

- 1) 59% (\$150,000) for a business license fee relief program for calendar year 2021;
- 2) 1% (\$2,520) for a home occupation permit fee relief program for calendar year 2021;
- 3) 28% (\$70,000) for business development process assessment and permit software acquisition and implementation services;

- 4) 4% (\$10,000) for shop local small business gift card program (approved at the November 16, 2020 Council meeting);
- 5) 1% (\$1,800) to cover the cost of utilities for the Optum Serve COVID-19 test site at Pioneer Village; and
- 6) 7% (\$20,201.62) toward the capital improvement project of installing a music system downtown.

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/s/

Teresa Gallavan, City Manager

12032020

Date

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

December 7, 2020

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**ITEM NO:**

10.

**SUBJECT:** Consideration of a Resolution of waiving fees of temporary rental of Pioneer Village Main Building to Fresno County Department of Public Health

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**RECOMMENDATION:** Council consider approving resolution of waiving fees and consideration of temporary rental of Pioneer Village Main Building to Fresno County Department of Public Health.

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**BACKGROUND:** Fresno County Public Health Department Director David Pomaville recently contacted City Manager Teresa Gallavan regarding the need of a facility to temporarily occupy for Covid-19 testing. The request is a use of a facility with fees waived and testing would be free to the public.

Staff provided a tour of the Senior Center, Weed and Seed Building located at Eric White Elementary and the main building at Pioneer Village. Based on the needs and County requirements, the County requested use of Pioneer Village Main Building, Attachment A.

This agreement with the City of Selma is a temporary usage rental agreement with the County. The County has stated they anticipate usage of the building potentially into May of 2021, while moving in on Tuesday, December 8, 2020. Presently the building is available and staff has met with the County on all necessary rental forms, key forms and individual alarm codes and a Certificate of Insurance naming the City of Selma as an additional insured. The County is requesting use of the facility Tuesdays through Saturdays from 7:00 a.m. to 7:00 p.m. and at the end of each day, the County has contracted out janitorial services to provide daily cleaning of the room and the restrooms. (Restrooms would be designated for staff only as per County request).

Staff recommends that Council allocate General Fund dollars in the FY 2020-21 budget, that will be freed up by \$254,521.62 of direct CARES Act funding the City will receive: 1% (\$1,800) to cover the cost of utilities for the Optum Serve COVID-19 test site at Pioneer Village. This additional cost will assist in offsetting the charges directly charged to the Pioneer Village Enterprise Fund.

The estimate for total rental waiver would be approximately \$4,800.00 based on Fresno County estimate for use of the building.

Staff has informed Fresno County staff that this item will be going before City Council on December 7, 2020. Staff will also be available at the meeting to answer any questions.

<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).
\$1,800.00		\$1,800.00
<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: General Fund.  Fund Balance: Fiscal Year End 2018/2019 \$4,500,000.00		N/A.

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**RECOMMENDATION:** Council consider approving resolution of waiving fees and consideration of temporary rental of Pioneer Village Main Building to Fresno County Department of Public Health.

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/s/ \_\_\_\_\_ 12032020  
Mikal Kirchner, Director Recreation & Comm. Svcs. Date

/s/ \_\_\_\_\_ 12032020  
Teresa Gallavan, City Manager Date

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**RESOLUTION NO. 2020 – \_\_R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA, APPROVING A FACILITIES USE AGREEMENT WITH THE FRESNO COUNTY PUBLIC HEALTH DEPARTMENT, AND A REQUEST FOR A FEE WAIVER REGARDING SAME**

**WHEREAS**, the Fresno County Public Health Department requested to use the City's Pioneer Village Main Building for Covid-19 testing, and related preparation, for the period of December 8, 2020 through May 31, 2021; and

**WHEREAS**, the Fresno County Public Health Department requested that the City Council waive fees associated with the Facility Use Agreement thru the term of May 31, 2021; and

**WHEREAS**, the total estimated utility fees associated with the facility use agreement are Two Thousand Five Hundred and Ninety-Two Dollars (\$2,592.00); and

**WHEREAS**, the total estimated rental fees associated with the facility use agreement are Four Thousand Eight Hundred (\$4,800.00); and

**WHEREAS**, Council allocate General Fund dollars in the FY 2020-21 budget, that will be freed up by \$254,521.62 of direct CARES Act funding the City will receive: 1% (\$1,800) to cover the cost of utilities for the Optum Serve COVID-19 test site at Pioneer Village; and

**WHEREAS**, the total amount the Fresno County Public Health Department is requesting the City Council to waive is Four Thousand Eight Hundred (\$4,800.00); and

**WHEREAS**, while the City is proposing to waive certain fees, including rental fees, associated with the agreement, Fresno County Public Health Department is still required to comply with all other provisions of the City's Municipal Code, and the provisions of the Facility Use Agreement; and

**WHEREAS**, the fee waiver serves a public purpose by providing a room for the Fresno County Public Health Department, which provides community-based health care services to residents throughout Selma and Fresno County.

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

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

SECTION 2. The City Council hereby approves the Facility Use Agreement with Fresno County, and authorizes the City Manager to execute same.

SECTION 3. The fee waiver serves a public purpose by a room for the Fresno County Public Health Department, which provides community-based health care services to residents throughout Selma and Fresno County.

SECTION 4. The City Council hereby approves the fee waiver for fees associated with the Facilities Use Agreement in the amount of Four Thousand Eight Hundred (\$4,800.00).

SECTION 5. The Fresno County Public Health Department shall comply with the City's Municipal Code, the Facilities Use Agreement, and provide the City with all information required by City staff, including, but not limited to, the following:

1. Proof of insurance with the City named as additional insured.
2. Indemnification of the City.

SECTION 5. 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. 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 7<sup>th</sup> day of December, 2020, by the following vote:

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

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Louis Franco, Mayor

ATTEST:

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Reyna Rivera, City Clerk





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

**December 7, 2020**

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**ITEM NO:** 11.

**SUBJECT:** Discussion of Changes in Certain Functions of the City Council Created by New Four District Council member Election with at-large Elective Mayor

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**RECOMMENDATION:** Informational only. Staff is alerting the Council of specific changes that may occur as a result of the installation of an elective Mayor.

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**DISCUSSION:** The November 3, 2020 General Municipal Election is the first election at which Council members were elected for districts No. 1 and 4 and the Mayor was elected at-large. The voters also rejected the option of having all five Council members elected by district (Measure E).

Selma is a general law, as opposed to charter, City. When a general law city has a system for elections, as Selma does, allowing for the election of a Mayor by an at-large vote, while having Council members elected by the residents of four different districts there are statutes which give the Mayor additional powers, over and above the power that is vested in him as a member of the City Council. The additional powers granted to a Mayor, in the reverse order of their significance, are as follows:

1. An elected Mayor may administer oaths, take affidavits and certify them. (Government Code §40603). This simply allows the Mayor to perform a function that is typically reserved solely to the City Clerk. The City code has allowed the appointed Mayor to do this as well although the function has been carried out by the City Clerk.

2. The elective Mayor “shall” sign all “warrants”, a legal term for a check drawn on the City Treasury, all contracts and conveyances made or entered into by the City and all instruments requiring a City seal. (Government Code §40602). The same section provides that the City Council may provide by ordinance that the documents may be signed by a different officer other than the Mayor. We have no ordinance dictating who is to sign these documents. Past practice has been, and as shown by multiple items on the agenda continues to be, adoption of a resolution which vests the power to sign documents in the City Manager or other appropriate staff which is still allowed because what matters is that the Council has approved the document and some City official is signing it with council authorization. Staff would recommend, however, that the City Council adjust its administrative or governance ordinances to ensure that whomever the City Council wishes to vest authority in to sign these documents is clear.



3. The elective Mayor “shall” sign any subpoena issued by the City. (Government Code §37105). The signing of subpoenas is typically something that requires immediate attention because, for example, someone is trying to subpoena and require the attendance of a witness, usually at a Personnel Commission Hearing. Unless the elected Mayor wishes to sign subpoenas, staff would suggest adoption of an ordinance that gives this power to the City Clerk.

4. Government Code §36516.1 provides that an elective Mayor may be provided with compensation in addition to that which he or she receives as a Council member. That additional compensation must be provided by ordinance adopted by the City Council. If Council directs, staff will conduct a survey of the percentage difference in compensation paid to City Council and elective Mayors in cities where there is an elective Mayor and propose the appropriate ordinance. Currently all member of Council receive the same compensation and the Mayor is the only elected officer to receive a cellphone stipend.

5. The last power an elective Mayor is given by statute is to make appointments to all boards, commissions, and committees. City council member and/or mayoral assignments, such as representing the City at COG or SKF or any number of other boards and entities of which the City of Selma is a part have always been the function of the Mayor. The statute giving the elective Mayor authority to appoint boards, commissions and committees cannot be changed by the City Council or by ordinance or any means other than a duly enacted statute adopted by the State Legislature and signed by the Governor. The Mayor can make these appointments “with the approval of the City Council”. (Government Code §40605). The process set by this statute is very similar to the process of advice and consent by the Senate on Judicial Appointments made by the President of the United States. The Council’s function is to hear the appointment proposed by the Mayor and to either approve that appointment or to withhold approval. The Council does not have the ability to vote on any person not selected by the Mayor becoming a member of any board, commission or committee. It either approves, or withholds approval.

Because the power of appointment was vested in the City Council previously, we operated under a statute that required us to provide public notification of vacancies on various commissions and to select from the persons who submitted applications for appointment which were then voted on by the full City Council. Prior to the election, we solicited applications, but given the change effected by the election, staff’s intent is to present these applications to the Mayor and all of Council and to have the Mayor provide his proposed appointments to the commissions on which there are vacancies at your first meeting in January and the City Council may either approve or withhold approval of any particular appointee.

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**RECOMMENDATION:**

This is an informational item only. Staff intends to proceed as outlined in this report and will commence development of suggested ordinances as referred to in this staff report.

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/s/

12/04/2020

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Neal E. Costanzo, Special Counsel

\_\_\_\_\_  
Date

/s/

12/04/2020

\_\_\_\_\_  
Teresa Gallavan, City Manager

\_\_\_\_\_  
Date