

Proclamation



Jaswant Singh Khalra Day

Whereas Jaswant Singh Khalra was a strong advocate for the democratic and human rights of all people; and

Whereas Jaswant Singh Khalra was a highly respected leader within the Sikh community and beyond; and

Whereas Jaswant Singh Khalra documented human rights abuse and fought for the dignity of all that had their humanity trampled by the Indian Government;

Whereas the City of Selma is proud of its Sikh community and is home to the annual Sikh Nagar Kirtan in April as well as a broad range of service organizations such as the Sikh Women's Organization of Central California, Sikh Council of Central California, Sikh Center of the Pacific Coast, and the Jakara Movement that are committed to social justice for all; and

Whereas September 6th is a recognized by Sikhs and human rights supporters across the world as the date of the kidnapping and murder of Jaswant Singh Khalra in 1995;

NOW, THEREFORE BE IT RESOLVED that we, Mayor Louis Franco, Mayor Pro Tem Sarah Guerra and Council members Jim Avalos, Scott Robertson, and John Trujillo do hereby recognize the historical, cultural, and significance of Sikh Americans and Jaswant Singh Khalra and express respect for all Sikhs, and do hereby proclaim

Sunday, September 6, 2020 to be **Jaswant Singh Khalra Day** in the City of Selma.

Presented this 8th day of September, 2020.

Louis Franco
Mayor of the City of Selma

CODE ENFORCEMENT STAFF PRESENTATION

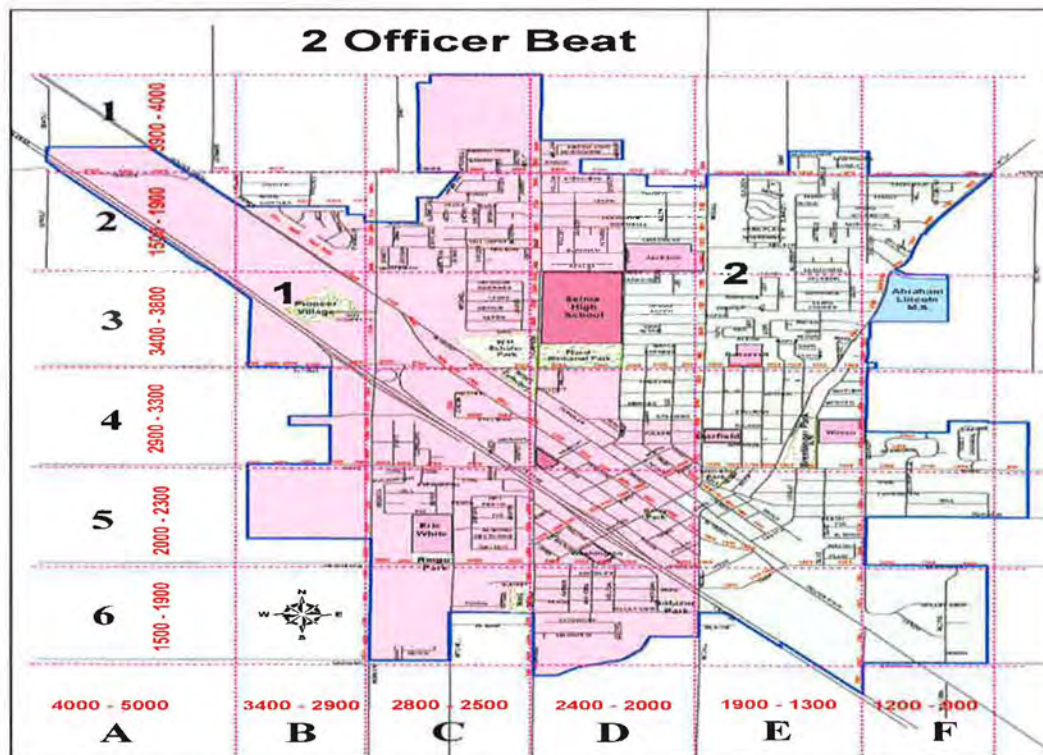
CASE LOAD, PROCESSES, AND CODES

PRESENTED BY
JUAN MENDEZ –
CODE ENFORCEMENT OFFICER

WHAT DO WE DO AS CODE ENFORCEMENT OFFICERS?

- Code Enforcement receives and documents complaints regarding health, safety, parking, building, business licenses and/or municipal code or other city ordinance violations; investigates complaints, determines validity of complaints and takes appropriate action; assists in the preparation of court cases in municipal code violations which cannot be handled through administrative means; and performs related duties as required.

2 BEAT MAP- ROTATE EVERY 6 MONTHS



PROCESS

ADMINISTRATIVE CITATIONS & ABATEMENT PROCESS

- Complaint/Pro-active
- Investigate
- Notice of Violation (14 days for compliance) (Section 9-3-5)
- 1st Administrative Citation issued (10 days for compliance and \$100.00 fine) (Section 1-20-6)
- 2nd Administrative Citation issued (10 days for compliance and \$200.00 fine)
- 3rd Administrative Citation issued (10 days for compliance and \$500.00 fine)
- Council authorize City to obtain abatement warrant
- Abate nuisance
- Lien property



FOCUSING ON:

Private Residential Properties

Vacant /Nuisance properties

Clean-up projects

Shopping Cart

PRIVATE RESIDENTIAL PROPERTIES

BEFORE / AFTER



VACANT NUISANCE PROPERTY

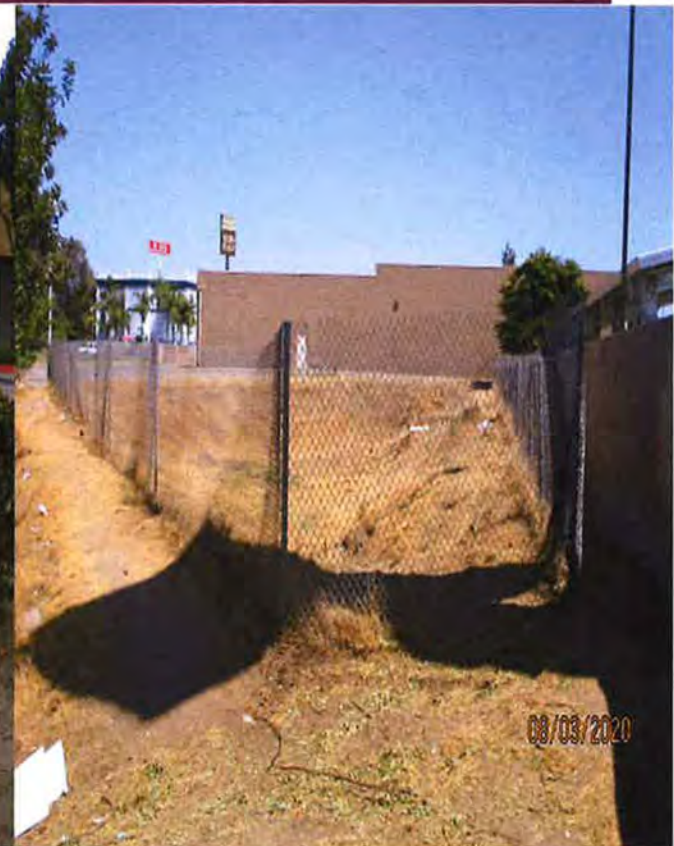
BEFORE / AFTER



VACANT NUISANCE PROPERTY BEFORE / AFTER



CLEAN-UP PROJECT - WATER BASIN BEHIND EYE-Q BEFORE / AFTER



VEHICLE ABATEMENT PROJECT ON PRIVATE PROPERTY BEFORE AND AFTER



CLEAN-UP PROJECTS BEFORE AND AFTER



CLEAN-UP PROJECT BEFORE AND AFTER



CLEAN-UP PROJECT ON GOLDEN STATE BLVD. / HIGHLAND AVE



CLEAN-UP PROJECT (ALLEY) BEFORE AND AFTER



CITY STAFF CLEAN-UP PROJECT ON HIGHLAND AVENUE



CALTRANS CLEAN-UP PROJECT (FLORAL AVENUE OFF RAMP) BEFORE AND AFTER



CALTRANS CLEAN-UP PROJECT (FLORAL AVENUE OFF RAMP) CONTINUED BEFORE AND AFTER



NUISANCE BILL BOARD SIGNS ABATEMENT PLAN

Address	Courtesy notice	1 st administrative Citation	2 nd administrative citation	3 rd administrative citation	City Council Abate Warrant
1635 Second St	August 06, 2020	* Started working with property owner	*will update Accordingly	*Will Update Accordingly	*Update Accordingly
1505 Second St	August 12, 2020	*Started working with Property Owner	*will update Accordingly	*Update Accordingly	*Update Accordingly
1630 young St	August 12, 2020	*Started working with property Owner	*will update Accordingly	*Update Accordingly	*Update Accordingly

BILLBOARD SIGNS



SHOPPING CARTS TITLE 8 CHAPTER 4

- With the adoption of the Abandoned Shopping Cart Ordinance on February 3, 2020, City Staff had focused on collecting shopping carts within City limits.
 - 1.) 75 un-identified shopping carts have been collected by City Staff.
 - 2.) 115 shopping carts have been collected and retrieved by business owners.
 - 3.) Business owners are going out collect their shopping carts. They collect the shopping carts when notified by City Staff.
- City staff is working with Business owners on completing a plan that works to prevent shopping carts from being removed from the property. Plans are at various stages. Deadline to complete plan is October 15th 2020.
- City Staff has been collecting shopping carts every Friday. The shopping carts are collected and business are notified. Business owners then retrieve the collected shopping carts from City Yard located at 2155 E Front Street on Tuesdays.
- Shopping carts that are not retrieved are then tagged and processed according to Abandoned Shopping Cart Ordinance Title 8 Chapter 4 section 8.
- City Staff will continue to work together with business owners to keep shopping carts within their shopping center and off of Selma Streets.

ABATEMENT OF SHOPPING CARTS FROM CITY STREETS



COVID- 19 OUTREACH AND SUPPORT



CASE LOAD

Code Enforcement Case Transactions Report

Period: April 20, 2020 through September 8, 2020

Opened Cases

239

Closed Cases

147

Current Open Cases

92

- Top three violation types
 - Property Maintenance
 - Nuisance Vacant Properties
 - Vehicle Abatement
- Number of Citations Issued from April 20, 2020 – September 8, 2020
 - Issued Administrative citations – 41
 - Other Projects worked on during this time: Building a network with agencies such as Fresno County, Caltrans in order to provide resources and services to City of Selma Residents.

SUMMARY AND DIRECTION

Continue to be pro-active and abate City blight that include:

- Nuisance vacant properties
- Property Maintenance
- Illegal Dumping/ Clean-up Projects
- looking forward to continue working with property owners on projects that were put on pause due to Covid-19 restrictions. The projects will be updated on the next Code Enforcement Presentation.

THANK YOU

- Police Department
- Public Works Department
- Fire Department
- Finance Department

HOW TO CONTACT CODE ENFORCEMENT:

- ❑ Javier Vidrio (559) 891-2206 jvidrio@cityofselma.com
- ❑ Juan Mendez (559) 891-2207 juanm@cityofselma.com
- ❑ Reception (559) 891-2200
- ❑ City of Selma Action Line <https://www.egovlink.com/selma/action.asp>

**CITY OF SELMA
COUNCIL REGULAR MEETING
October 7, 2019**

The regular meeting of the Selma City Council was called to order at 6:00 p.m. in the Council Chambers. Council members answering roll call were: Avalos, Guerra, Trujillo, Mayor Pro Tem Franco, and Mayor Robertson.

Also present were Special Counsel Costanzo, Assistant City Manager Moreno, City Manager Gallavan, Community Services Director Kirchner, Fire Captain Uresti, Acting Police Chief Dyck, Public Works Director Ferrell, the press, and interested citizens.

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

POTENTIAL CONFLICT OF INTEREST: Special Counsel Costanzo advised Council of his potential conflict of interest for agenda item four (4) and that he will recuse himself from the room when that item comes up for consideration.

MOMENT OF SILENCE: Mayor Robertson called for a moment of silence for Mr. Daniel "Moto" Gonzales, Jr., a long-time local Selma resident, and Mrs. Guddi Sidhu, an active leader in the Fresno Sikh community, both recently deceased.

INVOCATION: Pastor Shannon Schwamb, Church of the Redeemer & Selma/FSO Chaplain led the invocation.

ORAL COMMUNICATIONS: Mr. Mark Armenta, Selma Boys and Girls Club discussed recent events.

COUNCIL PRIORITIES QUARTERLY REPORT: City Manager Gallavan discussed a power point presentation on the City Council Quarterly Report, summarizing the accomplishments made in the first quarter by City departments for the priority areas and goals set forth by Council in May 2019.

Mayor Robertson opened the meeting for public comment and comments were received from Karnail Sindher, 1416 Barbara Street, and Rosemary Alanis, 2565 Almond Street.

CONSENT CALENDAR: Council member Guerra requested that agenda item 1.g. be pulled from the Consent calendar for a separate discussion. Motion to approve the remaining Consent calendar items was made by Council member Avalos and seconded by Council member Guerra. The motion carried unanimously.

1. a. Approved Consideration of an Agreement with Sampson, Sampson & Patterson, LLP for audit services
- b. Approved Consideration of the lease agreement with the Ray Morgan Company for Copier Machines Lease
- c. Approved Consideration of a Professional Services Agreement with Data Path Fresno, LLC for Information Technology Services

City of Selma
 Regular City Council Meeting
 October 7, 2019
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- d. Approved Consideration of an Access Agreement with Ring, LLC, for ongoing digital access and support to the Ring Neighbors Portal, at no cost to the City of Selma
- e. Approved
2019-53R Discussion and Direction Regarding Submission of a Grant Application for Alternative Fuel Vehicles with San Joaquin Valley Air Pollution Control District
- f. Approved Consideration of the purchase and financing of IT equipment
- g. Pulled Consideration of the check register dated October 2, 2019
- h. Approved Consideration of an agreement with the County of Fresno to facilitate participation in the Fresno County Adult Compliance Team (ACT)
- i. Approved Consideration of an agreement with the County of Fresno for Community Development Block Grant funds for Fiscal Year 2019-20, for the Neighborhood Sidewalk Connectivity Project

AGENDA ITEM 1.g. CONSIDERATION OF THE CHECK REGISTER DATED OCTOBER 2, 2019: After discussion, motion was made by Council member Guerra to approve the CHECK REGISTER DATED OCTOBER 2, 2019. Motion was seconded by Mayor Robertson and carried unanimously.

- 2. Approved
2019-54R Consideration of a Resolution approving a request for a fee waiver for the Selma Rotary District #5230 annual Band Festival Parade

City Manager Gallavan reported on the benefits that the Band Festival Parade brings to the community and public comment was received from Jennifer Earle of the Selma Rotary Club, 1327 Peach Street. After Council discussion, motion was made by Council member Avalos and seconded by Mayor Pro Tem Franco to approve RESOLUTION NO. 2019-54R, A RESOLUTION APPROVING THE FEE WAIVER REQUEST FOR THE SELMA ROTARY DISTRICT #5230 ANNUAL BAND FESTIVAL PARADE. Motion carried with the following vote:

AYES: Avalos, Franco, Guerra, Trujillo, Robertson
 NOES: None
 ABSTAIN: None
 ABSENT: None

- 3. Approved Discussion and Direction regarding the City's Billboard Display Sign Policy and Procedures

Community Services Director Kirchner discussed three proposals for Council consideration regarding the City's Billboard Display Sign Policy and Procedures as directed at the September 16, 2019 City Council Regular Meeting.

Public comments were received from Rose Robertson, 1057 Mill Street and Theresa Salas, 3221 Lee Street.

After discussion, motion was made by Council member Guerra to ADOPT ATTACHMENT B OF THE CITY'S BILLBOARD DISPLAY SIGN POLICY AND PROCEDURES. Motion was seconded by Council member Trujillo and carried with the following vote:

AYES:	Guerra, Trujillo, Avalos, Robertson
NOES:	Franco
ABSTAIN:	None
ABSENT:	None

At this point in the meeting, Special Counsel Costanzo recused himself for agenda item four (4) and left the room at 7:00 p.m. due to potential conflict of interest.

4. Continued Review of proposed timeline and Request for Proposals for procurement of City Attorney legal services

City Manager Gallavan reviewed and discussed the proposed timeline and Request for Proposals. After discussion, motion was made by Council member Avalos to continue with the existing ninety (90) day special counsel legal services agreement.

Public comment was made by Colleen Nelson, 1712 Oak Street.

After further discussion, an amended motion was made by Mayor Robertson to continue agenda item four (4) for REVIEW OF PROPOSED TIMELINE AND REQUEST FOR PROPOSALS FOR PROCURMENT OF CITY ATTORNEY LEGAL SERVICES to the January 21, 2020 Council Regular Meeting. Motion was seconded by Council member Avalos and carried with the following vote:

AYES:	Robertson, Avalos, Guerra
NOES:	Franco, Trujillo
ABSTAIN:	None
ABSENT:	None

Special Counsel Costanzo returned to the dais at 7:07 p.m.

5. Approved Consideration of designation of voting delegate for League Conference and direction of City's position on the League Resolutions to Amend Rule 20A and International Transboundary Pollution Flows

City Manager Gallavan reported on the upcoming League Conference. Motion was made by Mayor Pro Tem Franco to DESIGNATE COUNCIL MEMBER AVALOS AS THE VOTING DELEGATE AND COUNCIL MEMBER TRUJILLO AS THE ALTERNATE FOR THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE. Motion was seconded by Mayor Robertson and carried unanimously.

City Manager Gallavan discussed the terms of the proposed League Resolution to amend Rule 20A. After discussion, motion was made by Mayor Robertson to approve the RESOLUTION CALLING ON THE CALIFORNIA PUBLIC UTILITIES COMMISSION TO AMEND RULE 20A TO ADD PROJECTS IN VERY HIGH FIRE HAZARD SEVERITY ZONES TO THE LIST OF ELIGIBILITY CRITERIA TO INCREASE FUNDING ALLOCATIONS FOR RULE 20A PROJECTS. Motion was seconded by Mayor Pro Tem Franco and carried unanimously.

City Manager Gallavan discussed the second proposed League Resolution to address the negative environment impact of waste in waterways. After discussion, motion was made by Council member Guerra and seconded by Mayor Robertson to approve as amended the RESOLUTION CALLING UPON THE FEDERAL AND STATE GOVERNMENTS TO ADDRESS THE DEVASTATING IMPACTS OF INTERNATIONAL TRANSBOUNDARY POLLUTION FLOWS INTO THE SOUTHERNMOST REGIONS OF CALIFORNIA AND THE PACIFIC OCEAN. Motion carried unanimously.

6. Approved Award Contract to Bob Murray & Associates for Executive Search Services for the Selma Chief of Police

City Manager Gallavan reported on results of the request for recruitment services proposals. After discussion, motion was made by Council member Trujillo and seconded by Mayor Pro Tem Franco to AWARD CONTRACT TO BOB MURRAY & ASSOCIATES FOR EXECUTIVE SEARCH SERVICES FOR THE SELMA CHIEF OF POLICE. Motion carried unanimously.

7. Approved Consideration of Amended Resolution No. 2019-39R Declaring the
Amended 2019-39 Intention of the City Council to Adopt an Ordinance Requiring
Members of the City Council be Elected by Four Districts with an
Elected Mayor in Furtherance of the Purposes of the California Voting
Rights Act of 2001 and Pursuant to Government Code §34886

Special Counsel Costanzo reported on an Amended Resolution No. 2019-39R and Schedule of Proceedings as directed at the September 16, 2019 Council Regular Meeting.

Public comments were received from Nindy Sandhu, 2416 Rodeo Street; Charlie Soto, Kingsburg; Theresa Salas, 3221 Lee Street; Joel Fedor, 2021 Hillcrest Street; Joe Mendoza, 3321 Mulberry Street; Jennifer Earle, 1327 Peach Street; Karnail Sindher, 1416 Barbara Street; and Rosemary Alanis, 2565 Almond Street.

After further discussion, the motion made by Council member Avalos and seconded by Mayor Robertson to adopt AMENDED RESOLUTION NO. 2019-39R DECLARING THE INTENTION OF THE CITY COUNCIL TO ADOPT AN ORDINANCE REQUIRING MEMBERS OF THE CITY COUNCIL TO BE ELECTED BY FOUR DISTRICTS WITH AN ELECTED MAYOR IN FURTHERANCE OF THE PURPOSES OF THE CALIFORNIA VOTING RIGHTS ACT OF 2001 AND PURSUANT TO GOVERNMENT CODE §34886 carried with the following vote:

AYES: Avalos, Robertson, Guerra
NOES: Trujillo, Franco
ABSTAIN: None
ABSENT: None

- 8.a. Information Only Continued Public Hearings to Receive Input Concerning District Maps for City Council Elections, District Boundaries and the Sequencing of Elections, and Consideration of Ordinance No. 2019-4, an Ordinance of the City Council Amending Chapter 11 (Elections) of Title 1 (Administrative) of the City of Selma Municipal Code, to Establish the Election of Members of the City Council by Five Districts, the Boundaries and Identification Number of Each District, and the Election Order of Each District-Continued from September 16, 2019 and September 27, 2019

Special Counsel Costanzo explained that Council's adoption of Amended Resolution No. 2019-39R for agenda item seven (7) dispenses with Five Districts and makes this agenda item 8.a. irrelevant. There was no further discussion on this matter.

- b. Information Only Continued Public Hearing to Receive Public Input Regarding the Composition of and Proposed Boundaries for By-District Election of Four Members of the City Council, with an Elective Mayor

Special Counsel Costanzo discussed that with the adoption of Amended Resolution No. 2019-39R, this serves as the first public hearing to invite public input on map composition for four districts and sequencing of elections for Council members and Mayor at-large. Shalice Tilton, National Demographics Corporation Senior Consultant was present by phone and received Council direction to compose three diverse maps of four proposed district divisions for Council consideration.

Mayor Robertson opened the public hearing at 8:10 p.m. Comment was received from Jennifer Earle, 1327 Peach Street and public hearing was then closed by Mayor Robertson at 8:11 p.m.

After discussion of local factors to be considered, the population count of 5,930 per district needed in the drafting of proposed maps, and the deadline of October 25, 2019 was set for the public to submit maps, Mayor Robertson stated that no Council action was needed, as this was a public hearing only.

9. Approved 2019-55R Consideration of a Resolution approving the application for Community Development Block Grant ("CDBG") funding for fiscal year 2020-2021

City Engineer Joseph Daggett discussed the resolution approving the Fresno County Community Development Block Grant Program application package for funding year 2020-2021 that was prepared in accord with the Council's downtown business district improvement goals, outlining how those funds would be used in the City's downtown area.

Assistant City Manager Moreno discussed availability of additional funding to supplement the grant funded improvements.

Mayor Robertson opened the public hearing at 8:23 p.m. Public comment was received from Sally Guerra, 2221 Park Street. There being no further public comment, the public hearing was closed at 8:27 p.m.

After discussion, motion made by Council member Avalos to adopt RESOLUTION NO. 2019-55R, APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") APPLICATION FUNDING FOR FISCAL YEAR 2020-2021. Motion was seconded by Mayor Robertson and carried unanimously.

DEPARTMENT REPORTS: City Manager Gallavan reported on recent meetings held with SKF Sanitation and the progress thus far on the agenda for the upcoming joint workshop.

Assistant City Manager Moreno provided a finance report on fiscal policy and budget updates that will be presented at the next regular council meeting.

Public Works Director Ferrell reported on grant funds received for tree planting, progress of the improvements made, and thanked all who assisted in acquiring the grant funds.

Fire Captain Uresti reported on the FEMA Grant and the improved fire safety equipment acquisitions that the grant will fund.

Acting Police Chief Dyck reported on efforts made together with the railroad company for railroad collision prevention and the new Operation Clear Track program. He also discussed Selma Police Department's participation in the recent Fresno County Operation Gold Star with Multi-Agency Gang Enforcement Consortium ("MAGEC").

Community Services Director Kirchner reported on upcoming Senior Center Halloween activities and the status of the \$52,000 grant funds for new playground equipment at Peter Ringo Park.

COUNCIL REPORTS: Council member Trujillo reported on attending the following: March for Jesus, Coffee with a Cop, and Selma Music Festival, with thanks to City staff.

Council member Guerra reported on attending the following: Eric White Third Grade Election, Wilson School carnival, Chamber mixer, Savor for Flavor for the American Cancer Society, and Dinuba Unified fundraiser. She also reminded the community of the upcoming Tejano Country Music Bash.

Council member Avalos reported on attending the Roosevelt School carnival and Fresno Fair City horse race. He also thanked Selma Police and Fire departments for their service.

Mayor Pro Tem Franco thanked Selma Police and Fire Departments for their service to the community and requested that City Manager communicate with Consolidated Irrigation District regarding canal debris cleanup.

Mayor Robertson advised of an upcoming meeting with City Manager for budgeting requests and requested full Council input. He also reported on attending the following: Chamber mixer, Savor the Flavor, pool and bingo at the Senior Center, Eric White Third Grade Election, Wilson School carnival, and Fresno Council of Governments meeting. He also reported on the progress of the Fresno County Rural Transit Authority maintenance facility.

ORAL COMMUNICATIONS: Comments were received from Char Tucker, 2411 Country Club Lane; Karnail Sindher, 1416 Barbara Street; Sally Guerra, 2221 Park Street; and Lori Perez, 2335 Park Street.

ADJOURNMENT: There being no further business, the meeting was adjourned at 8:58 p.m.

Respectfully submitted,

Reyna Rivera
City Clerk

**CITY OF SELMA
COUNCIL REGULAR MEETING
CLOSED SESSION
October 21, 2019**

The regular meeting of the Selma City Council was called to order at 5:00 p.m. in the Council Chambers. Council members answering roll call were: Avalos, Guerra, Trujillo, Mayor Pro Tem Franco, and Mayor Robertson.

Also present were Special Council Costanzo, Assistant City Manager Moreno, and City Manager Gallavan, 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.

CLOSED SESSION: At 5:01 p.m., Mayor Robertson recessed the meeting into Closed Session to discuss the following:

CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION-Pursuant to Government Code Section 54956.9(d)(1)

City of Selma v. Michael Cohen, et al. Superior Court of California, County of Sacramento Case No. 34-2013-80001397

California Department of Finance v. City of Selma Superior Court of California, County of Sacramento Case No. 34-2016-80002507

Mayor Robertson reconvened the meeting from closed session at 5:36 p.m. with no reportable action from the closed session.

JOINT PRESENTATION REGARDING WATER SERVICES BY CONSOLIDATED IRRIGATION DISTRICT AND CALIFORNIA WATER SERVICE: Mr. Steve Johnson, California Water Service, 2042 Second Street discussed a power point presentation on water services they provide to Selma and the status of groundwater levels. Phil Desatoff, Consolidated Irrigation District General Manager, 2255 Chandler Street stepped forward to further discuss groundwater sustainability plans and progress. Council thanked them for the information.

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

Respectfully submitted,

Reyna Rivera
City Clerk

**CITY OF SELMA
COUNCIL REGULAR MEETING
October 21, 2019**

The regular meeting of the Selma City Council was called to order at 6:00 p.m. in the Council Chambers. Council members answering roll call were: Avalos, Guerra, Trujillo, Mayor Pro Tem Franco, and Mayor Robertson.

Also present were Special Council Costanzo, Assistant City Manager Moreno, City Manager Gallavan, Fire Chief Petersen, Community Services Director Kirchner, Acting Police Chief Dyck, 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: Pastor Joe Alvarez, Iglesia Antioquia led the invocation.

ORAL COMMUNICATIONS: Nick Sahota discussed development plans for a commercial project and senior assisted living facility. Jennifer Earle, 1327 Peach discussed recent city clean-up day and thanked all who participated.

HOUSING ELEMENT COMPLIANCE PROJECT PRESENTATION: Eric VonBerg, Rincon Consultants, Inc. reported on the Housing Element Compliance Project and the progress of identifying potential properties for R-4 rezoning.

CONSENT CALENDAR: Mayor Robertson requested that agenda item 1.a. be pulled from the Consent calendar for discussion.

1.a. Pulled Consideration of the check register dated October 15, 2019

AGENDA ITEM 1.a. CONSIDERATION OF THE CHECK REGISTER DATED OCTOBER 15, 2019: After discussion, motion was made by Mayor Robertson to approve the CHECK REGISTER DATED OCTOBER 15, 2019. Motion was seconded by Council member Trujillo and carried unanimously.

2. Continued Appeal of Conditional Use Permit No. 2019-0016 - Consideration of a Conditional Use Permit to allow the sale of Beer & Wine (Type 20 Alcoholic Beverage License) at 1702 Second Street, Selma, CA. (APN:388-161-015) and a Notice of Exemption regarding the same

Kira Noguera, Planning Consultant discussed a power point presentation of the current Municipal Code restrictions applicable to the proposed 1702 Second Street plans. Special Counsel Costanzo clarified the terms of the existing Municipal Code and options available to Council for repealing or amending the current ordinance. Nick Sahota, 2511 Logan Street, project manager for the applicant discussed the basis for the applicant's appeal. Deep Grewal, owner of Lion Builders, Inc., 3323 Pendragon Street, Bakersfield reported that completion of the building project is contingent upon approval for a Conditional Use

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 Regular City Council Meeting
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Permit, and agreed to waive the forty day time limit to allow Council additional time for consideration of the appeal.

Mayor Robertson opened the public hearing at 6:52 p.m. Public comment was received from Rosemary Alanis, 2565 Almond Street; Dan Ruiz (no address given); and Theresa Salas, 3221 Lee Street. Mayor Robertson then closed the public hearing at 6:59 p.m.

After Council discussion, motion was made by Council member Trujillo and seconded by Council member Avalos to continue agenda item two (2) and request the Planning Commission to provide options for ordinance repeal or amendment for Council consideration for APPEAL OF CONDITIONAL USE PERMIT NO. 2019-0016 – CONSIDERATION OF A CONDITIONAL USE PERMIT TO ALLOW THE SALE OF BEER & WINE (TYPE 20 ALCOHOLIC BEVERAGE LICENSE) AT 1702 SECOND STREET, SELMA, CA. (APN:388-161-105) AND A NOTICE OF EXEMPTION REGARDING THE SAME. Motion carried unanimously.

3. Information Only Public Hearing to Receive Public Input Regarding the Composition of and Proposed Boundaries for By-District Election of Four Members of the City Council, with an Elective Mayor

Special Counsel Costanzo discussed the options, process and procedures for establishing by-district divisions with an elective mayor. Ms. Shalice Tilton, National Demographics Corporation Senior Consultant was present by phone to discuss necessary items to be included in proposed maps.

Mayor Robertson opened the public hearing at 7:06 p.m. Public comments were received from Don Self, 2875 Logan Street; Joel Fedor, 2021 Hillcrest Street; and Frank Hernandez, 14871 S. Highland Avenue. There being no further public comments, the public hearing was closed at 7:16 p.m.

After much Council discussion, Mayor Pro Tem Franco requested that an agenda item be added to the next Council Regular Meeting for Council consideration of adopting a resolution to place a measure on the March 2020 election ballot that would allow the public to choose between a four-district with elective mayor or five-district election.

Mayor Robertson reopened the public hearing at 7:31 p.m. and comment was received from Theresa Salas, 3221 Lee Street. Mayor Robertson then closed the public hearing at 7:33 p.m.

After discussion, Council agreed to add to the next Council Regular Meeting an agenda item for consideration of a resolution to add a ballot measure for a general municipal election on March 3, 2020 for election of members of the City Council by district of five districts and repealing the ordinance providing for election of members by four districts with an elected mayor.

Mayor Robertson stated that no Council action was needed, as this was a public hearing only.

4. Approved Consideration of the fee waiver request from Antioquia Ministries for Conditional Use Permit Fee

Planning Consultant Kira Noguera discussed a power point presentation on project plans for a church and community center at 1426 Grove Street. Administrative Pastor Ben Thomas stepped forward to discuss services and benefits that the proposed project will provide to the community, verification of non-profit tax identification, source of funding, grant and philanthropic funding that they are pursuing, and their cooperation with City departments.

Public comment was received from Dan Ruiz (no address given).

After Council discussion, motion was made by Council member Avalos to approve the FEE WAIVER REQUEST FROM ANTIOQUIA MINISTRIES FOR CONDITIONAL USE PERMIT FEE. Motion was seconded by Council member Trujillo and carried unanimously.

RECESS: At 7:56 p.m. the meeting was recessed for a short break. Mayor Robertson reconvened the meeting at 8:02 p.m.

5. Continued Discuss and Approve Capital Project Priorities for State Budget Appropriation and Grant Funding Requests

City Manager Gallavan discussed the proposed list of infrastructure priority projects for improvements of essential services to the City that could also potentially promote development and increase revenues.

After much discussion, Council consensus was to continue this agenda item until City staff can provide a needs-based prioritization of City projects and report on consultant findings for project compliance that would better facilitate consideration for grant and other funding.

6. Approved Consideration of proposal from Surveillance Integration for the installation of a video security system at the City of Selma Maintenance Yard, 1325 Nebraska Ave

Public Works Director Ferrell discussed and provided a brief background. After Council discussion, motion was made by Council member Guerra and seconded by Council member Trujillo to approve the PROPOSAL FROM SURVEILLANCE INTEGRATION FOR THE INSTALLATION OF A VIDEO SECURITY SYSTEM AT THE CITY OF SELMA MAINTENANCE YARD, 1325 NEBRASKA AVE. Motion carried unanimously.

7. Approved Consideration of a Resolution adopting amended Fiscal Policies
2019-56R

Assistant City Manager Moreno discussed the proposed amended Fiscal Policies. After Council discussion, motion was made by Council member Trujillo to approve

RESOLUTION NO. 2019-56R ADOPTING AMENDED FISCAL POLICIES. Motion was seconded by Council member Avalos and carried unanimously.

8. Approved Consideration of a Resolution authorizing participation in the PARS
2019-57R Post- Employment Benefits Trust Program administered by Public
Agency Retirement Services (PARS) and U.S. Bank, appointing the
Assistant City Manager as the City's Plan Administrator, and
authorizing the City Manager to execute the documents to implement
the Program

After Council discussion, motion was made by Council member Avalos and seconded by Mayor Robertson to adopt RESOLUTION NO. 2019-57R AUTHORIZING PARTICIPATION IN THE PARS POST- EMPLOYMENT BENEFITS TRUST PROGRAM ADMINISTERED BY PUBLIC AGENCY RETIREMENT SERVICES (PARS) AND U.S. BANK, APPOINTING THE ASSISTANT CITY MANAGER AS THE CITY'S PLAN ADMINISTRATOR, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE DOCUMENTS TO IMPLEMENT THE PROGRAM. Motion carried unanimously.

DEPARTMENT REPORTS: City Manager Gallavan reported on a new hire, Juan Mendez, Code Enforcement Officer, and the status of the ongoing recruitment process for the Community Development Director position. She also reported on the progress of the new police station, the City website redesign proposals, and new Police Chief recruitment.

Assistant City Manager Moreno reported on the first quarter budget review. Public comments were received from Dan Ruiz and Jose Acosta.

Public Works Director Ferrell reported on the upcoming Band Festival and progress on the recruitment process for two new maintenance workers.

Fire Chief Petersen reported on current weather conditions contributing to increased fire hazards.

Acting Police Chief Dyck reported on decreases in crime over the past two weeks and recent local activity of members from the Multi-Agency Gang Enforcement Consortium ("MAGEC").

Community Services Director Kirchner reported on food booths for the upcoming Band Festival, progress on the new playground equipment for Peter Ringo Park, and progress of the Proposition 68 Grant application for the Rockwell Pond park plans.

COUNCIL REPORTS: Council member Trujillo reported on attending the League of California Cities annual conference.

Council member Guerra reported on attending the Chamber mixer and Tejano Country Music Bash, speaking at Jackson School and meeting with Gary Phillips of Bob Murray & Associates regarding Police Chief recruitment.

Council member Avalos reported on attending the League of California Cities annual conference.

Mayor Pro Tem Franco reported on attending a Leadership Selma class, TJ Cox event, and the Topping-off ceremony for the new police station.

Mayor Robertson reported on attending the following: Topping-off ceremony for the new police station, Jackson School government event, Chamber mixer, Sikh Temple panel discussion, and Tejano Country Music Bash.

ORAL COMMUNICATIONS: Comments were received from Rose Robertson, 1051 Mill Street and Jose Acosta, 1070 Mill Street.

ADJOURNMENT: There being no further business, the meeting was adjourned at 9:05 p.m.

Respectfully submitted,

Reyna Rivera
City Clerk

**CITY OF SELMA
COUNCIL SPECIAL MEETING
November 4, 2019**

The special meeting of the Selma City Council was called to order at 5:30 p.m. in the Council Chambers. Council members answering roll call were: Avalos, Guerra, Trujillo, Mayor Pro Tem Franco, and Mayor Robertson.

Also present were City Manager Gallavan, Assistant City Manager Moreno and Special Counsel Costanzo, 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.

CLOSED SESSION: At 5:31 p.m., Mayor Robertson recessed the meeting into Closed Session to discuss the following:

CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION-Pursuant to Government Code Section 54956.9(d)(1)

City of Selma v. Michael Cohen, *et al.* Superior Court of California, County of Sacramento Case No. 34-2013-80001397

California Department of Finance v. City of Selma Superior Court of California, County of Sacramento Case No. 34-2016-80002507

Mayor Robertson reconvened the meeting from closed session at 5:59 p.m. with no reportable action from the closed session.

ADJOURNMENT: There being no further business, the meeting was adjourned at 6:00 p.m.

Respectfully submitted,

Reyna Rivera
City Clerk

**CITY OF SELMA
COUNCIL REGULAR MEETING
November 4, 2019**

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

Also present were Special Counsel Costanzo, Assistant City Manager Moreno, City Manager Gallavan, Fire Chief Petersen, Community Services Director Kirchner, Acting Police Chief Dyck, 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: Pastor Nelson Schwamb, Church of the Redeemer led the invocation.

ORAL COMMUNICATIONS: Theresa Salas, 3221 Lee Street discussed the recent community clean-up at Waste Management; Rose Robertson, 1057 Mill Street reported on the Tejano Country Music Bash; and Jane Ono, 6830 E. Saginaw Avenue discussed local donations to the American Cancer Society.

VOTER'S CHOICE ACT PRESENTATION: Brandi Orth, Fresno County Clerk/Registrar of Voters discussed a power point presentation on the Voter's Choice Act, the options it provides, proposed vote center locations, and employment opportunities relating to the March 2020 elections. She also discussed the approved Elections Administration Plan.

Public comment was received by Joe Gonzales, 2305 Nebraska Avenue.

PUBLIC SAFETY PRESENTATION: Acting Police Chief Dyck discussed a power point presentation on gang intervention strategies, predictive policing efforts, and the resulting decreases in local crime activity.

Public comment was received by Rosemary Alanis, 2565 Almond Street and Joe Gonzales, 2305 Nebraska Avenue.

CONSENT CALENDAR: Council member Guerra requested that agenda item 1.a. be pulled from the Consent calendar for discussion. Mayor Pro Tem Franco requested that agenda item 1.b. also be pulled from the Consent calendar for a separate discussion. Motion to approve the remaining Consent calendar items as read was made by Council member Avalos and seconded by Council member Trujillo. Motion carried unanimously.

- 1.a. Pulled Consideration of the check register dated October 29, 2019
- b. Pulled Adoption of a Resolution approving the City of Selma's application for an SB2 Planning Grant for a Comprehensive Zoning Ordinance Update, Housing Element Compliance and/or New Permit Tracking Software

- c. Approved Consideration of a Resolution in support of the Voter's Choice Act
2019-59R
- d. Approved Consideration of a Resolution Adopting an amended Master Salary
2019-60R Schedule for all City Employees

AGENDA ITEM 1.a. CONSIDERATION OF THE CHECK REGISTER DATED OCTOBER 29, 2019 AND AGENDA ITEM 1.b. ADOPTION OF A RESOLUTION APPROVING THE CITY OF SELMA'S APPLICATION FOR AN SB2 PLANNING GRANT FOR A COMPREHENSIVE ZONING ORDINANCE UPDATE, HOUSING ELEMENT COMPLIANCE AND/OR NEW PERMIT TRACKING SOFTWARE:

After discussion of items 1.a. and 1.b., motion was made by Council member Avalos and seconded by Mayor Robertson to approve the CHECK REGISTER DATED OCTOBER 29, 2019 and to approve ADOPTION OF RESOLUTION NO. 2019-58R APPROVING THE CITY OF SELMA'S APPLICATION FOR AN SB2 PLANNING GRANT FOR A COMPREHENSIVE ZONING ORDINANCE UPDATE, HOUSING ELEMENT COMPLIANCE AND/OR NEW PERMIT TRACKING SOFTWARE. Motion carried unanimously.

2. Information Public Hearing to Receive Public Input Concerning By-District Maps
Only for City Council election of four members of the City Council, with an Elective Mayor, District Boundaries and the Sequencing of Elections

Ms. Shalice Tilton, National Demographics Corporation Senior Consultant discussed a power point presentation regarding three proposed draft maps for consideration, the districting principles, mandates and requirements for the maps, and selection procedures.

Mayor Robertson opened the public hearing at 7:19 p.m. Public comment was received from Don Self, 2875 Logan Street; Harvey Singh, 7425 E. Dinuba Avenue; Joe Gonzalez, 2305 Nebraska Avenue; Theresa Salas, 3221 Lee Street; Sally Guerra, 2221 Park Street; Rose Robertson, 1057 Mill Street; Linda Duke, 2370 Keith Street; Taylor Guerra, 1244 Tammy Street; Nindy Sandhu, 2416 Rodeo Street; Colleen Nelson, 1712 Oak Street; and Juan Mendoza, 3321 Mulberry Street. Mayor Robertson then closed the public hearing at 7:48 p.m.

After Council discussion, a request was made by Mayor Pro Tem Franco for Ms. Tilton to provide a modified version of the Apple map for Council consideration at the next Council Regular Meeting. Mayor Robertson then stated that there was no Council action needed, as this was a public hearing only.

RECESS: At 7:55 p.m. the meeting was recessed for a short break. Mayor Robertson reconvened the meeting at 8:03 p.m.

3. Continued Consideration of a Resolution calling for a General Municipal Election on March 3, 2020 on a Ballot Measure for Election of Members of the City Council by District of Five Districts and Repealing Ordinance Providing for Election of Members by Four Districts with an Elected Mayor; Introduction and First Reading of Ordinance Providing for Election of Members of the Legislative Body of the City by Districts of Five Districts

Special Counsel Costanzo discussed the options for Council consideration as well as the process and cost estimate for each option.

Public comment was received from Nindy Sandhu, 2416 Rodeo Street; Joe Gonzalez, 2305 Nebraska Avenue; Joel Fedor, 2021 Hillcrest Street; Juan Mendoza, 3321 Mulberry Street; Frank Hernandez, 14871 S. Highland Avenue; Theresa Salas, 3221 Lee Street; Jennifer Anderson, 14871 S. Highland Avenue; and Rose Robertson, 1057 Mill Street

After much Council discussion, motion was made by Mayor Robertson to POSTPONE THE ITEM AND ADOPT A SIMILAR RESOLUTION AND ORDINANCE ON A DATE AT LEAST EIGHTY-EIGHT DAYS BEFORE NOVEMBER 5, 2020. Motion was seconded by Council member Guerra and carried with the following vote:

AYES:	Robertson, Avalos, Guerra,
NOES:	Trujillo, Franco
ABSTAIN:	None
ABSENT:	None

4. Information Only Council request to discuss the Selma Chief of Police recruitment Strategy

Council discussed the essential role the Chief of Police plays in the community and the need to balance the urgency of filling the position with allowing sufficient time for a comprehensive search to ensure the selection of the most qualified candidate.

City Manager Gallavan reported on the proposed timeline of the recruitment stages with the ideal target date of filling the position being as early as the end of this year. She also stated that this timeline is contingent upon achieving a strong candidate pool, otherwise the recruitment timeline would be extended to ensure that the priority of selecting the most qualified applicant is met.

Mayor Robertson commented on the need for expediency but not at the risk of rushing the process, the priority being securing a very qualified Police Chief. He then concluded the discussion, as there were no public comments and no need for Council action on this item.

5. Approved Consideration of options for the addition of a 12-hour ambulance to increase Emergency Medical Services ("EMS") services to the citizens of Selma and the surrounding areas

Fire Chief Petersen discussed a power point presentation on the current level of Emergency Medical Services ("EMS") being provided to the community and the existing need to increase those services. He presented two options for Council consideration for expanding local EMS services, with cost and revenue analyses for each option. Assistant City Manager Moreno advised on economic projections and advantages of City oversight and control of these services. Also present were Steve Melander, Chief Operating Officer for American Ambulance to answer questions, and Donovan Fullner, President of the Selma Firefighters Association Local 3716 to report on the impact to community safety that additional local EMS services would provide by reducing emergency call response time.

Mayor Robertson thanked American Ambulance for their service and support. After Council discussion, motion was made by Council member Trujillo to approve the ADDITION OF A 12-HOUR AMBULANCE TO INCREASE EMERGENCY MEDICAL SERVICES ("EMS") SERVICES TO THE CITIZENS OF SELMA AND THE SURROUNDING AREAS. Motion was seconded by Council member Guerra and carried unanimously.

6. Information Only Follow-up and Recommendations on Capital Project Priorities for State Budget Appropriations

City Manager Gallavan discussed a recent meeting that she and Assistant City Manager Moreno attended with the CrisCom Company, the City's legislative representative consultants, and Townsend Public Affairs, the City's grant writing consultants, on refining the City's priority project list. Their recommendation was to meet with legislators and report back on areas of interest and support for which the City could then request State budget appropriations funding.

After Council discussion, Mayor Robertson concluded the discussion, as there were no public comments and no need for Council action on this item.

7. Approved 2019-61R Consideration of a Resolution authorizing and approving the Huntsman Avenue Widening Capital Improvement Project Expenditure and acceptance of the grant deed from First Christian Church

City Engineer Joseph Daggett discussed the current state of the undeveloped property, the agreement of the property owner, First Christian Church, to dedicate the necessary right of way for the project, and provided improvement recommendations with budget estimates. He also discussed the increased safety to both vehicle and pedestrian traffic with these proposed improvements, as well as the potential for increased economic development in that area.

After Council discussion, motion was made by Council member Avalos and seconded by Mayor Pro Tem Franco to approve RESOLUTION NO. 2019-61R AUTHORIZING AND APPROVING THE HUNTSMAN AVENUE WIDENING CAPITAL IMPROVEMENT PROJECT EXPENDITURE AND ACCEPTANCE OF THE GRANT DEED FROM FIRST CHRISTIAN CHURCH. Motion carried unanimously.

DEPARTMENT REPORTS: City Manager Gallavan reported on an upcoming meeting scheduled with local businesses regarding the potential amendment of the ordinance on shopping carts, and also requested Council to provide their recommendations for community interest group representatives in preparation for the Police Chief interview panel.

Special Counsel Costanzo reported on the status of a presentation originally brought before Council on June 17, 2019 regarding Legends Card Room Proposal by Dwight Nelson. After Council discussion, the consensus was to have this added as an agenda item for the next Council Regular Meeting on November 18, 2019 for Council consideration.

Assistant City Manager Moreno provided a financial report on the status of current audits and the progress of the High Speed Rail and other contracts that are expected to be presented to Council soon, as well as his attendance at the upcoming Municipal Finance training at the League Conference in December.

Public Works Director Ferrell reported on the progress of the City's Christmas decorations, the new playground equipment at Peter Ringo Park, the work of water saving irrigation controllers with California Water Service Company.

Fire Chief Petersen reported on the current fire season and the equipment and personnel Selma Fire Department was able to send to assist in both southern and northern California last week and the expressions of appreciation from those communities.

Acting Police Chief Dyck provided an update on the status of a recent traffic collision.

Community Services Director Kirchner reported on the annual Pioneer Village Commission Fundraiser luncheon this week.

COUNCIL REPORTS: Council member Trujillo reported on attending a Selma Unified School District meeting and thanked Public Works staff for all their efforts in the community.

Council member Guerra reported on attending the following: Chamber mixer, Selma Band Festival, Pioneer Village rally, retirement party for Scott Sanders, Wrestling fundraiser, and Selma-Kingsburg football game.

Council member Avalos reported on attending a Chamber mixer, Selma Band Festival, Selma High School rally, trick or treat event with several local churches, and expressed appreciation to City staff for all their work in support of community events.

Mayor Pro Tem Franco reported on attending the Adventist Health ICU opening.

Mayor Robertson reported on attending the following: Chamber mixer, Scott Sanders' retirement party, Selma-Kingsburg football game, Wrestling fundraiser, Fresno Council of Governments presentation on road funding, and Selma Band Festival.

ORAL COMMUNICATIONS: Comments were received from Char Tucker, 2128 North Street and Rose Robertson, 1051 Mill Street.

ADJOURNMENT: There being no further business, the meeting was adjourned at 10:10 p.m.

Respectfully submitted,

Reyna Rivera
City Clerk

**CITY OF SELMA
COUNCIL REGULAR MEETING
November 18, 2019**

The regular meeting of the Selma City Council was called to order at 6:00 p.m. in the Council Chambers. Council members answering roll call were: Avalos, Guerra, Trujillo, Mayor Pro Tem Franco, and Mayor Robertson.

Also present were Special Counsel Costanzo, Assistant City Manager Moreno, City Manager Gallavan, Fire Chief Petersen, Community Services Director Kirchner, Acting Police Chief Dyck, Public Works Director Ferrell, Planning Consultant Kira Noguera, press, and interested citizens.

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

INVOCATION: Pastor Joe Alvarez, Iglesia Antioquia led the invocation.

ORAL COMMUNICATIONS: Associate Pastor Keoki Kaolelopono, Christ Driven Church, 1801 Second Street commented on the hazard at the intersection at Second and Sylvia Streets with no stop sign; Senior Pastor Marty Lynch-Kaolelopono, 1801 Second Street commented on the shared responsibility of all in the community in reducing crime.

SELMA BOYS AND GIRLS CLUB- YOUTH OF THE YEAR PRESENTATION:

Mark Armenta, Selma Boys and Girls Club introduced Selma's Youth of the Year, Maria Gutierrez, who is a student at Selma High School. She will be representing Selma at the annual Boys and Girls Club Youth of the Year competition in January 2020. On behalf of the Selma City Council and City of Selma, Mayor Robertson stepped down from the dais to present to Ms. Gutierrez a certificate of recognition for Selma's 2019 Youth of the Year, and congratulations were offered by all for her achievement.

RECOGNITION OF THE SELMA BANDITS CHEERLEADERS PRESENTATION:

Tony Valenzuela, founder of the Selma Bandits Youth Football Program discussed the team being undefeated and winning the valley championship. All Council members stepped down from the dais to personally greet each cheerleader present as they were individually introduced. Council returned to dais and a cheer routine was performed by the Senior Squad.

Following both presentations, on behalf of the Selma City Council and City of Selma, Council member Avalos recognized and thanked all of the participants for all they do in support of the community.

CONSENT CALENDAR: Council member Guerra requested that agenda item 1.a. be pulled from the Consent calendar for discussion. Motion to approve the remaining Consent calendar items as read was made by Council member Trujillo and seconded by Mayor Robertson. Motion carried unanimously.

1. a. Pulled Consideration of the check register dated November 14, 2019
- b. Approved
2019-62R Consideration of a Resolution No. 2019-62R Awarding Federal Project No. CMLNI 5096(035), for Street Sweeper Purchase to Tymco, in the amount of \$272,854.60
- c. Approved Consideration of the purchase of a C30X Walk Behind Track Trencher/Trailer
- d. Approved Consideration of an appointment to Consolidated Mosquito Abatement District Board of Trustees

AGENDA ITEM 1.a. CONSIDERATION OF THE CHECK REGISTER DATED NOVEMBER 14, 2019: Council discussed expenditures related to a fundraising event at Pioneer Village. Council member Trujillo requested more information for a future agenda item regarding such events. After discussion of item 1.a., motion was made by Council member Trujillo and seconded by Council member Avalos to approve the CHECK REGISTER DATED OCTOBER 29, 2019. Motion carried unanimously.

2. Denied Public Hearing to Consider Self-Help Enterprises 84-unit Apartment Complex Project and the entitlements required to annex into the City approximately 4.21 acres located at the northwest corner of the intersection of East Dinuba Avenue and Wright Street (APN 358-120 40) in the unincorporated county area (within the City's Sphere of Influence).

Planning Consultant Kira Noguera discussed a power point presentation on annexation, pre-zoning and site plan review of the proposed project, and reported on the Planning Commission's findings and community response from the Planning Commission's public hearing.

Council discussed the matter and made inquiries about the date of the project application and traffic study.

Mayor Robertson opened the public hearing at 6:52 p.m. Mr. Tom Collishaw, President/CEO of Self-Help Enterprises stepped forward in favor of the matter and discussed the positive impact the project would potentially make to the community. Public comments opposed to the project were received from the following: Theresa Salas, 3221 Lee Street; Jess Montemayor (no address given); Nichole McMeal, 9849 E. Dinuba Avenue; Jesse Reyes, 2384 Stephanie Lane; a female resident of 3824 Van Horn Street; Frances Carrizosa, 3801 Wright Street; Angel Avalos, 2376 Sierra View Street; Karnail Sindher, 1416 Barbara Street; Jeremy Martin, 2400 Tammy Lane; John Duran (no address given); Gurjit Bains, 3817 Wright Street; Victoria Shafer (no address given); Mike Wray, 3810 Howard Street; a female resident of 2384 Stephanie Lane; Ambrose Bruno, 2398 Northview Street; a male resident of 3761 Wright Street; Gladys Griffith, 9885 E. Dinuba Avenue; Jacqueline Harper, 9989 E. Dinuba Avenue; and Onkar Bains, 3817 Wright Street. Mayor Robertson then closed the public hearing at 7:45 p.m.

After Council discussion, motion was made by Mayor Pro Tem Franco to deny the SELF-HELP ENTERPRISES 84-UNIT APARTMENT COMPLEX PROJECT AND THE ENTITLEMENTS REQUIRED TO ANNEX INTO THE CITY APPROXIMATELY 4.21 ACRES LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF EAST DINUBA AVENUE AND WRIGHT STREET (APN 358-12040) IN THE UNINCORPORATED COUNTY AREA (WITHIN THE CITY'S SPHERE OF INFLUENCE). Motion was seconded by Council member Avalos and carried unanimously.

RECESS: At 7:57 p.m. the meeting was recessed for a short break. Mayor Robertson reconvened the meeting at 8:06 p.m.

3. Approved Public Hearing, First Reading and Introduction of Ordinance Amending Subdivision (D) of Section 11-8-10 (Packaged Alcoholic Beverage Sales) Allowing Discretionary Adjustment or Elimination of Density Requirements for Retail Facilities of Less than 15,000 Square Feet in Area Selling Packaged Alcoholic Beverages at Retail

Special Counsel Costanzo discussed the current ordinance restrictions and amendment options that would allow for discretionary adjustments or exceptions based on factors specific to each proposed project when determined that such would not pose any adverse effect to the area.

Mayor Robertson opened the public hearing at 8:13 p.m. Public comment was received from Dwight Nelson, 2910 Pea Soup Anderson Boulevard; Nick Sahota, project manager, 2511 Logan Street; Robert Cortez, 1751 S. McCall Avenue; and Theresa Salas, 3221 Lee Street. Mayor Robertson then closed the public hearing at 8:20 p.m.

After Council discussion, motion was made by Council member Avalos and seconded by Council member Trujillo to WAIVE THE FIRST READING AND INTRODUCE AN ORDINANCE AMENDING SUBDIVISION (D) OF SECTION 11-8-10 (PACKAGED ALCOHOLIC BEVERAGE SALES) ALLOWING DISCRETIONARY ADJUSTMENT OR ELIMINATION OF DENSITY REQUIREMENTS FOR RETAIL FACILITIES OF LESS THAN 15,000 SQUARE FEET IN AREA SELLING PACKAGED ALCOHOLIC BEVERAGES AT RETAIL. Motion carried unanimously.

4. Approved Public Hearing to Receive Public Input Concerning By-District Maps for City Council election of four members of the City Council, with an Elective Mayor, District Boundaries and the Sequencing of Elections

Doug Johnson, National Demographics Corporation discussed a power point presentation reviewing the districting process, the three proposed draft map options, proposed election sequencing for each map, and presented the additional modified Apple 2 draft map as requested by Mayor Pro Tem Franco at the Council Regular Meeting on November 4, 2019.

Mayor Robertson opened the public hearing at 8:31 p.m. Public comment was received from Nindy Sandhu, 2416 Rodeo Street and Alice Barcellos, 2561 Stillman Street. Mayor Robertson then closed the public hearing at 8:33 p.m.

After Council discussion, motion was made by Council member Guerra to adopt the Pear map with an elective Mayor and was seconded by Council member Avalos.

Special Counsel Costanzo clarified that the map selection, election sequencing and term of elective Mayor are considered together on this agenda item. After further Council discussion, a replacement motion was made by Council member Avalos and seconded by Council member Guerra to approve the PEAR MAP, WITH A TWO YEAR ELECTIVE MAYOR TERM, AND TO SEQUENCE THE ELECTION WITH DISTRICTS 1 AND 4 BEING ELECTED IN 2020 ALONG WITH MAYOR AT-LARGE ELECTION. Motion carried with the following vote:

AYES:	Avalos, Guerra, Robertson
NOES:	Trujillo, Franco
ABSTAIN:	None
ABSENT:	None

5. Approved Public Hearing, Introduction and First Reading of an Ordinance of the City Council Amending Chapter 11 of Title 1 of the Selma Municipal Code to Establish the Election of Four Members of the City Council by Four Districts with an Elective Mayor, the Boundaries and Identification Number of Each District, the Election Order of Each District and of the Elective Mayor and the Term of Office of the Elective Mayor

Special Counsel Costanzo discussed the provision prohibiting the simultaneous running of one individual candidate for both a District City Council position and Mayor at-large for the same election.

Mayor Robertson opened the public hearing at 8:45 p.m. Public comment was received from Nindy Sandhu, 2416 Rodeo Street; Karnail Sindher, 1416 Barbara Street; and Theresa Salas, 3221 Lee Street. Mayor Robertson then closed the public hearing at 8:49 p.m.

After Council discussion regarding potential vacancies in a City Council position and Special Counsel Costanzo's clarification of the three options available for such an eventuality, motion was made by Council member Avalos and seconded by Mayor Robertson to WAIVE THE FIRST READING AND INTRODUCE AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA, AMENDING CHAPTER 11 (ELECTIONS) OF TITLE 1 (ADMINISTRATIVE) OF THE CITY OF SELMA MUNICIPAL CODE, TO ESTABLISH THE ELECTION OF FOUR MEMBERS OF THE CITY COUNCIL BY FOUR DISTRICTS, WITH AN ELECTIVE MAYOR, THE BOUNDARIES AND IDENTIFICATION NUMBER OF EACH DISTRICT WITH RESPECT TO THE PEAR MAP, A TWO YEAR ELECTIVE MAYOR TERM, AND TO SEQUENCE THE ELECTION WITH DISTRICTS 1 AND 4

BEING ELECTED IN 2020 ALONG WITH MAYOR AT-LARGE ELECTION. Motion carried with the following vote:

AYES: Avalos, Robertson, Guerra
NOES: Trujillo, Franco
ABSTAIN: None
ABSENT: None

6. Approved Consideration to Amend the City's Land Use Element changing the maximum density of the HD and MU Land Use designations to 24.0 units per acre and to create an R-4 Zone District allowing a density of up to 24.0 units per acre

Eric VonBerg, Rincon Consultants, Inc. discussed a power point presentation on the process and progress of creating an R-4 zone district, with maps, to bring the City's Housing Element into compliance with California Housing Element laws.

Mayor Robertson opened the public hearing at 8:57 p.m. Public comment was received from Gladys Griffith, 9885 E. Dinuba Avenue and Nick Sahota, 2511 Logan Street. Mayor Robertson then closed the public hearing at 9:01 p.m.

After Council discussion, motion was made by Council member Trujillo to approve AMENDING THE CITY'S LAND USE ELEMENT CHANGING THE MAXIMUM DENSITY OF THE HD AND MU LAND USE DESIGNATION TO 24.0 UNITS PER ACRE AND TO CREATE AN R-4 ZONE DISTRICT ALLOWING A DENSITY OF UP TO 24.0 UNITS PER ACRE. Motion was seconded by Council member Avalos and carried unanimously.

7. Information Only Update on Recruitments and Planning Division

City Manager Gallavan provided a power point presentation on the progress of recruitment for a Community Development Director and Economic Development Specialist/Administrative Analyst as requested by Council member Trujillo. She also reported on the successful acquisition of two independent on-call planning services firms, current projects and progress made thus far by these firms, and the contractual inclusion to increase or decrease the support services of these firms as needed once the aforementioned City positions currently in the recruitment process are filled. Mayor Robertson then concluded the discussion, as there were no public comments and no need for Council action on this item.

8. Information Only Update on Enhanced Infrastructure Financing Districts (EIFDs) and Business Improvement Districts (BID)

Assistant City Manager Moreno provided an informational power point presentation on the role of EIFDs in financing public improvements for infrastructure and economic development, the sources of their project funding, how funding may be utilized, the

structural process of these districts, and that the current status of the City of Selma's implementation of this program is still in the planning stages.

City Manager Gallavan discussed a power point presentation that provided an overview of the purpose and function of BIDs and potential benefits such districts can bring to economic development.

Mayor Robertson stated that this was an information item only, and as there were no public comments and no need for Council action on this item, he concluded the discussion.

9. Approved Introduction and First Reading of Ordinance to be Approved by the Voters Allowing a Licensed Gambling Establishment in the City of Selma in Accordance with the Provisions of Business and Professions Code §19960(c)

Special Counsel Costanzo discussed that this ordinance would add a measure to the March 3, 2020 ballot allowing voters to choose whether or not to allow a licensed gambling establishment in the City, specifically a cardroom, the inclusion of an unsecured non-negotiable promissory note whereby the applicant, Dwight Nelson, agrees to pay all expenses incurred for the added ballot measure, and the increased revenue the license fee stipulated in the ordinance would generate for the City.

Attorney John Kinsey, 265 E. Riverpark Circle, Fresno, legal representative for the applicant, Dwight Nelson, stepped forward in support of placing the ordinance on the March 2020 ballot. The applicant, Dwight Nelson, 2910 Pea Soup Anderson Boulevard also stepped forward in support of the proposed ordinance and answered questions presented by Council.

After much Council discussion and a request by Mayor Robertson for the addition of a successors and assigns clause to the promissory note of the applicant, Dwight Nelson, motion was made by Mayor Pro Tem Franco and seconded by Council member Trujillo to WAIVE THE FIRST READING AND INTRODUCE AN ORDINANCE TO BE APPROVED BY THE VOTERS ALLOWING A LICENSED GAMBLING ESTABLISHMENT IN THE CITY OF SELMA IN ACCORDANCE WITH THE PROVISIONS OF BUSINESS AND PROFESSIONS CODE §19960(c). After additional Council discussion, motion carried unanimously.

10. Approved Consideration and authorization for City Manager to execute all agreements to implement the Central Valley Job Training Center Program in the City of Selma

Assistant City Manager Moreno discussed the ongoing progress of contracts with the California High Speed Rail Authority, the remaining agreements to be executed, and outlined budget expenditures for the project.

After Council discussion, motion was made by Council member Trujillo to approve the AUTHORIZATION FOR CITY MANAGER TO EXECUTE ALL AGREEMENTS TO IMPLEMENT THE CENTRAL VALLEY JOB TRAINING CENTER PROGRAM IN

THE CITY OF SELMA. Motion was seconded by Mayor Pro Tem Franco and carried unanimously.

11. Approved Introduction and First Reading of Ordinance Adding Section 14 to Chapter 3 of Title 9 of the Selma Municipal Code Establishing Revolving Loan Fund to Finance Abatement of Certain Public Nuisances

Assistant City Manager Moreno discussed the purpose of this ordinance to serve as a means to assist property owners in financing the cleanup of their properties and promote beautification of the City, and outlined the structure of the proposed program.

After Council discussion, motion was made by Council member Guerra to INTRODUCE AND WAIVE THE FIRST READING OF AN ORDINANCE ADDING SECTION 14 TO CHAPTER 3 OF TITLE 9 OF THE SELMA MUNICIPAL CODE ESTABLISHING REVOLVING LOAN FUND TO FINANCE ABATEMENT OF CERTAIN PUBLIC NUISANCES. Motion was seconded by Council member Avalos and carried unanimously.

DEPARTMENT REPORTS: City Manager Gallavan reminded all that the online survey for the Police Chief recruitment is still available for submittals before December 1, 2019 and encouraged all to participate.

Assistant City Manager Moreno reported on the successful execution of grant submittals by Engineering for two projects, pavement of alleys and a traffic light at Dinuba Avenue and McCall Avenue, and will keep Council apprised of the status. Mayor Robertson also requested staff to monitor upcoming Transit Oriented Development infill grant availability.

Acting Police Chief Dyck provided an update on investigations leading to the execution of a search warrant that resulted in the recovery of three weapons.

Community Services Director Kirchner reported on the new Peter Ringo Park playground equipment and provided a conceptual image of the project, and updated Council on the following day's site visit by the State of California regarding the Rockwell Pond Park grant.

COUNCIL REPORTS: Council member Avalos reported on attending the Fresno Fair Museum and the Sikh community's Gold Temple display.

Mayor Robertson reported on attending the Jackson School 3rd Grade dictionary handout and the water roundtable discussion hosted by Senator Hurtado.

ORAL COMMUNICATIONS: Bob Allen, Selma District Chamber of Commerce reminded all of the upcoming Chamber mixer at Martin's Jewelers.

ADJOURNMENT: There being no further business, the meeting was adjourned at 10:26 p.m.

City of Selma
Regular City Council Meeting
November 18, 2019
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Respectfully submitted,

agenda item 1.d.

Reyna Rivera
City Clerk

**CITY OF SELMA
COUNCIL SPECIAL MEETING
November 22, 2019**

The special meeting of the Selma City Council was called to order at 9:03 a.m. in the Council Chambers. Council members answering roll call were: Avalos, Guerra, Trujillo, Mayor Pro Tem Franco, and Mayor Robertson.

Also present were the following: City Manager Gallavan; Assistant City Manager Moreno; City Special Counsel Costanzo; City Engineer Dan Bond; City Planning Consultant Kira Noguera; District Engineer Veronica Cazares, SKF County Sanitation District; Administrative Services Manager Tricia Miller, SKF County Sanitation District; Financial Consultant and Municipal Advisor Eric Scriven, NHA Advisors; and Governmental Affairs Consultant, Chief Operating Officer and Executive Vice President Jason Siegen, The CrisCom Company.

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.

WORKSHOP WITH SELMA KINGSBURG FOWLER COUNTY SANITATION DISTRICT TO ASSESS SEWER INFRASTRUCTURE NEEDS, AND TO EXPLORE FUNDING MECHANISMS AND METHODOLOGY FOR ESTABLISHMENT OF NEW INFRASTRUCTURE: Mayor Pro Tem Franco discussed the purpose of the workshop to provide Council with a clearer understanding of the current state and existing needs of the City's sewer infrastructure, and to assist the City in the development of its Capital Improvement Plan to address those needs.

City Manager Gallavan provided a program overview and introduced attendees present for the workshop. She advised that General Manager Ben Muñoz, Jr., SKF County Sanitation District could not be present but that SKF staff will present his information for the workshop. A joint power point presentation was then introduced that was progressively displayed during the participant discussions that followed.

Planning Consultant Kira Noguera discussed the City's General Plan and growth areas, as well as policies and standards adopted by the City in compliance with Land Use Element regulations. She also clarified growth plan boundaries of the City of Selma's city limits and sphere of influence, and discussed the legal provisions regulating amendments to the General Plan as needed.

District Engineer Veronica Cazares discussed the roles and responsibilities of the District for the collection, treatment and disposal of waste water generated by the communities, the collection system construction standards, management plan, and collaboration with the City on all new and future development, the District strategic planning process, the City's roles and responsibilities, the SKF Capital Improvement Plan, project prioritization and implementation process, and answered Council questions. Financial Consultant Eric Scriven and Assistant City Manager Moreno discussed Developers Reimbursement Agreements and provided an overview of the process. District Administrative Services Manager Tricia Miller provided clarification on the allocation of accumulated funds from fees collected by SKF from the three member cities.

RECESS: At 10:15 a.m. the meeting was recessed for a short break. Mayor Robertson reconvened the meeting at 10:25 a.m.

City Engineer Dan Bond presented expansion maps for four major future growth areas based upon proposed development and inquiries, and discussed the extent of infrastructure needed to facilitate development, the status of proposed projects in these four areas, and projected expansion costs. District Engineer Veronica Cazares differentiated the existing sewer lines from the new proposed lines on the maps and discussed how the proposed expansion is compatible with the SKF master plan. Assistant City Manager Moreno discussed the financial factors for the designs of the proposed sewer lines, making them more cost effective. He and City Engineer Dan Bond then clarified the role of Developers Reimbursement Agreements and explained their purpose and operation. Council member Trujillo inquired about the use of Community Development Block Grant funds for infrastructure expansion and City Engineer Dan Bond agreed to explore and report back on that question. Mayor Robertson then discussed Council's clarified understanding that the existing inner city infrastructure is not significantly limiting development and infill within the City, as those areas are being adequately maintained, repaired and replaced as needed by SKF, but it is expansion into the growth areas at the perimeter and outside the City that is a priority to make future development and growth possible.

Assistant City Manager Moreno discussed project costs and funding options for the four major projected growth areas, the format for collection of fees, supporting documentation of fee structure, explanation and schedule of development impact fees, and City impact fee accounts and how these funds may be allocated. City Special Counsel Costanzo discussed the equal application of development fees as required by law. City Engineer Dan Bond discussed that a current and more comprehensive evaluation would likely increase some of the totals on the existing nexus report approved by Council in 2015.

Financial Consultant and Municipal Advisor Eric Scriven, NHA Advisors discussed financing concepts and parameters for funding new City infrastructure projects, the ideal being that impact fee account balances would fund new development, and factors and options to be considered in deciding on deficit funding strategies when impact fee account balances are not sufficient to cover expansion costs. Assistant City Manager Moreno discussed resulting impacts to future growth when development impact fees are reduced or waived.

Governmental Affairs Consultant Jason Siegen, The CrisCom Company provided a general overview and progress report of ongoing meetings with legislators to explore federal and state grant options for funding City infrastructure expansion.

Local developer Larry Raven stepped forward to discuss his proposed residential development project, his experience working with SKF and the City in previous years regarding infrastructure expansion to facilitate development, and the increased tax and impact fees his and other proposed developments could bring to the City.

City Manager Gallavan discussed that City staff will work on establishing a Capital Improvement Plan, investigating the use of Community Development Block Grants for

City of Selma
Special City Council Meeting
November 22, 2019
Page 3

infrastructure expansion, and updating City impact fees for expansion and development. She also advised of a proposed Community Facilities District that was prepared on a previous project that is available and could be facilitated if desired by a future developer.

COUNCIL REMARKS: Council member Trujillo thanked all for their presentations that provided information to clarify and understand the options to move forward with expansion.

Council member Avalos expressed appreciation for the participation of all present and thanked Larry and Penny Raven for attending to demonstrate their desire, and that of other local developers, to work toward increasing economic development in the City.

Council member Guerra thanked all for an informative presentation, helping Council to recognize the issues that have hindered growth and to understand options to rectify those issues for future development. She also discussed the desire of Council and the City to work diligently and professionally with developers to create growth.

Mayor Pro Tem Franco expressed appreciation for the efforts of all in attending and participating and discussed the desire for better communication moving forward and to work together as a team. He also requested that District Engineer Veronica Cazares update City Manager and staff on the SKF Capital Improvement Plan for Selma and advise how the City is performing.

Mayor Robertson discussed the desire of all to see results from the time spent at this workshop and moving forward, the need to stay in communication, to work together with developers, and to find creative ways to finance expansion.

ADJOURNMENT: There being no further business, the meeting was adjourned at 12:17 p.m.

Respectfully submitted,

Reyna Rivera
City Clerk

ITEM NO: 1.f.


SUBJECT: Consideration of an agreement with the County of Fresno to facilitate participation in the Fresno County Adult Compliance Team (ACT)

RECOMMENDATION: Authorize City Manager to execute agreement with the County of Fresno to continue participation in the Fresno County Adult Compliance Team (ACT).


BACKGROUND: The Selma Police Department is constantly looking for ways to improve its service levels to the community. Assembly Bill 109 (Public Safety Realignment) realigned responsibilities for probation and parole and the supervision of released offenders. Under the "AB 109 Plan," developed by the Fresno County Community Corrections Partnership (CCP) and approved by the County Board of Supervisors, the formation of the "Adult Compliance Team" ("ACT") was authorized for creating a cooperative unit capable of addressing public safety concerns facing local law enforcement in Fresno County in light of the new realignment procedures. ACT formed in October 2011 and in July 2015, ACT expanded and added an officer from the Selma Police Department.

DISCUSSION: The ACT is currently comprised of representatives of the Fresno County Sheriff's Office, Fresno County District Attorney's Office, Fresno County Probation Department, and officers of the Selma, Fresno, Clovis, Kingsburg, Reedley & Kerman Police Departments. The State of California has provided funding for the implementation of AB 109 services, including full funding for the officers from each department. This agreement allows the Selma Police Department to continue having a representative on the ACT. ACT members are responsible for assurance of compliance with the conditions of release for all the prisoners released into Fresno County, including the City of Selma, under the AB 109 provisions. Participation on the team allows greater supervision of Selma area AB109 released prisoners in both the City and its surrounding areas, at no cost to the City's General Fund, as the entire cost of the one (1) officer so assigned is covered by State funding.

RECOMMENDATION: Authorize City Manager to execute agreement with the County of Fresno to continue participation in the Fresno County Adult Compliance Team (ACT).


Joseph Gomez, Police Chief

9, 2, 20
Date


Teresa Gallavan, City Manager

9-1-20

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WITNESSETH:

WHEREAS, the AB 109 Implementation Plan of 2011, including its updates, collectively referred to as the "AB 109 PLAN," was developed by the Fresno County Community Corrections Partnership (CCP), and approved by the Fresno County Board of Supervisors; and

WHEREAS, the ACT is comprised of representatives of the Fresno County Sheriff's Department, the Fresno County District Attorney's Office, the Fresno County Probation Department, and officers of the Fresno, Clovis, Selma, Kerman, Kingsburg, and Reedley Police Departments; and

WHEREAS, CONTRACTOR desires to continue to be a member of ACT; and

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

11

1 1. OBLIGATIONS OF THE CONTRACTOR

2 A. CONTRACTOR shall assign one (1) City of Selma Police Officer ("Police Officer")
3 to fulfill the responsibilities of an ACT member, in accordance with the ACT Operating Agreement,
4 attached as Exhibit "A," and incorporated by this reference. In the event that the AB 109 PLAN is revised
5 by the CCP and approved by the Fresno County Board of Supervisors, the responsibilities of the Police
6 Officer under this Agreement may be modified accordingly.

7 2. OBLIGATIONS OF THE COUNTY

8 A. COUNTY shall compensate CONTRACTOR for an amount equal to the cost of
9 one Police Officer for assignment to the ACT, not to exceed the maximum amount payable under this
10 Agreement of \$161,116.

11 3. TERM

12 This Agreement shall become effective retroactive to July 1, 2020, and shall terminate on June 30,
13 2021.

14 4. TERMINATION

15 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be
16 provided hereunder, are contingent on the approval of funds by the appropriating government agency.
17 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
18 terminated, at any time by giving the CONTRACTOR thirty (30) days advance written notice.

19 B. Breach of Contract - The COUNTY may immediately suspend or terminate this
20 Agreement in whole or in part, where in the determination of the COUNTY there is:

- 21 1) An illegal or improper use of funds;
22 2) A failure to comply with any term of this Agreement;
23 3) A substantially incorrect or incomplete report submitted to the COUNTY;
24 4) Improperly performed service.

25 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach
26 of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such
27 payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default.
28 The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any

1 funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were
2 not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund
3 any such funds upon demand.

4 C. Without Cause - Under circumstances other than those set forth above, this
5 Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of an
6 intention to terminate to CONTRACTOR.

7 5. COMPENSATION/INVOICING: COUNTY agrees to pay CONTRACTOR and
8 CONTRACTOR agrees to receive compensation as follows:

9 COUNTY shall compensate CONTRACTOR for an amount equal to the cost of one Police Officer
10 for assignment to the ACT. In no event shall total compensation paid to CONTRACTOR for services
11 performed under this Agreement exceed \$161,116.

12 CONTRACTOR shall submit quarterly invoices for actual expenditures to the County of Fresno
13 Probation Department at ProbationInvoices@FresnoCountyCA.gov Invoices must be submitted on or after
14 the dates of October 1, 2020, and January 1, April 1, and July 1, 2021, respectively, and include a
15 breakdown of expenses identified in the final approved budget of the CCP for use in executing the mission
16 of ACT. COUNTY shall make payment within 45 days of receipt of an approved invoice.

17 Upon any termination of this Agreement, CONTRACTOR shall be compensated for costs incurred
18 under this Agreement, up to and including the date of termination.

19 6. INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations
20 assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that
21 CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and employees will at all
22 times be acting and performing as an independent contractor, and shall act in an independent capacity and
23 not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY.
24 Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which
25 CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer
26 this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the
27 terms and conditions thereof.

28 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and

1 regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

2 Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right
3 to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable
4 and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In
5 addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating
6 to payment of CONTRACTOR'S employees, including compliance with Social Security withholding and all
7 other regulations governing such matters. It is acknowledged that during the term of this Agreement,
8 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

9 7. MODIFICATION: Any matters of this Agreement may be modified from time to time by the
10 written consent of all the parties without, in any way, affecting the remainder.

11 8. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this Agreement
12 nor their rights or duties under this Agreement without the prior written consent of the other party.

13 9. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold harmless, and at
14 COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and
15 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or
16 resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its
17 officers, agents, or employees under this Agreement, and from any and all costs and expenses (including
18 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm,
19 or corporation who may be injured or damaged by the performance, or failure to perform, of
20 CONTRACTOR, its officers, agents, or employees under this Agreement.

21 COUNTY agrees to indemnify, save, hold harmless, and at CONTRACTOR'S request, defend the
22 CONTRACTOR, its officers, agents, and employees from any and all costs and expenses (including
23 attorney's fee and costs), damages, liabilities, claims, and losses occurring or resulting to CONTRACTOR
24 in connection with the performance, or failure to perform, by COUNTY, its officers, agents, or employees
25 under this Agreement, and from any and all costs and expenses (including attorney's fees and costs),
26 damages, liabilities, claims, and losses occurring or resulting to perform, of COUNTY, its officers, agents or
27 employees under this Agreement.

28 In the event of concurrent negligence on the part of COUNTY or any of its officers, agents, or

employees, and CONTRACTOR or any of its officers, agents, or employees, the liability for any and all such claims, demands, and actions in law or equity for such losses, costs, expenses, and damages shall be apportioned under the State of California's theory of comparative negligence, as presently established, or as may be modified hereafter.

This Section 9 shall survive termination or expiration of this Agreement.

10. INSURANCE

Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto used in connection with this Agreement.

C. Professional Liability

If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

D. Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Additional Requirements Relating to Insurance

1 CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming
2 the County of Fresno, its officers, agents, and employees, individually and collectively, as additional
3 insured, but only insofar as the operations under this Agreement are concerned. Such coverage for
4 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained
5 by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance
6 provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without
7 a minimum of thirty (30) days advance written notice given to COUNTY.

8 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and
9 employees any amounts paid by the policy of worker's compensation insurance required by this
10 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be
11 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under
12 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

13 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,
14 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
15 foregoing policies, as required herein, to the County of Fresno, Probation Office, 3333 E. American Avenue,
16 Suite B, Fresno, CA 93725, stating that such insurance coverage have been obtained and are in full force;
17 that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on
18 the policies; that for such worker's compensation the CONTRACTOR has waived its right to recover from
19 the COUNTY, its officers, agents, and employees any amounts paid under the insurance policy and that
20 waiver does not invalidate the insurance policy; that such Commercial General Liability insurance names
21 the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured,
22 but only insofar as the operations under this Agreement are concerned; that such coverage for additional
23 insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by
24 COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance
25 provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed
26 without a minimum of thirty (30) days advance, written notice given to COUNTY.

27 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein
28 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this

1 Agreement upon the occurrence of such event.

2 All policies shall be issued by admitted insurers licensed to do business in the State of California,
3 and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A
4 FSC VII or better.

5 11. AUDITS AND INSPECTIONS: The CONTRACTOR shall at any time during business
6 hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination
7 all of its records and data with respect to the matters covered by this Agreement. The CONTRACTOR
8 shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data
9 necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

10 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to
11 the examination and audit of the California State Auditor for a period of three (3) years after final payment
12 under contract (Government Code Section 8546.7).

13 12. NOTICES: The persons and their addresses having authority to give and receive notices
14 under this Agreement include the following:

<u>COUNTY</u>	<u>CONTRACTOR</u>
COUNTY OF FRESNO	CITY OF SELMA
Chief Probation Officer	Chief of Police
3333 E. American Avenue, Suite B	1935 E. Front Street
Fresno, CA 93725	Selma, CA 93662

18 All notices between the COUNTY and CONTRACTOR provided for or permitted under this
19 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by
20 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by
21 personal service is effective upon service to the recipient. A notice delivered by first-class United States
22 mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,
23 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one
24 COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,
25 with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by
26 telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is
27 completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the
28 next beginning of a COUNTY business day), provided that the sender maintains a machine record of the

completed transmission. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

13. GOVERNING LAW: Venue for any action arising out of or related to this Agreement shall only be in Fresno County, California.

The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

14. SEVERABILITY

In the event any provisions of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement will nevertheless continue in force and effect without being impaired or invalidated in any way.

15. WAIVER

The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No waiver of a party's breach of any provision of this Agreement shall be effective unless the waiver is in writing and signed by the party against whom the waiver is sought to be enforced. Waiver of any one provision shall not be deemed to be a waiver of any other provision herein.

16. INTERPRETATION

The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

17. NO THIRD-PARTY BENEFICIARIES

Nothing set forth in this Agreement shall create any legal rights in any person not party to this Agreement.

18. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the CONTRACTOR and COUNTY with respect to the subject matter hereof, and supersedes all previous

Agreement negotiations, proposals, commitments, writings, advertisements, publications, and understanding of any nature whatsoever unless expressly included in this Agreement.

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2 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year
3 first hereinabove written.
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5 **CONTRACTOR**

COUNTY OF FRESNO

6 _____
7 (Authorized Signature)

Ernest Buddy Mendes, Chairman of the
Board of Supervisors of the County of
Fresno

8 _____
9 Print Name & Title

10 _____
11 Mailing Address

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

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16 By: _____ Deputy

17 **FOR ACCOUNTING USE ONLY:**

18 Fund: 0001

19 Subclass: 10000

20 ORG: 34309999

21 Account: 7295
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**CITY MANAGER'S/STAFF'S REPORT
CITY COUNCIL MEETING:**

September 8, 2020

ITEM NO:

1.g.

SUBJECT: Consideration of a Resolution authorizing submittal of Grant Application for USDA Rural Business Development Grant

RECOMMENDATION:

Approve Resolution authorizing City Manager to complete grant award application documentation and direct staff in executing grant obligations.

DISCUSSION:

A completed resolution is a requirement for the allocation of a grant award from the Department of Agriculture for the Feasibility Study of a Downtown Improvement District. Award is pending execution of grant program documents. The City was awarded \$40,000, which is \$5,000 less than the original request which is sufficient still for the hiring of a consultant to complete the study and afford staff outreach efforts.

RECOMMENDATION:

Approve Resolution authorizing City Manager to complete grant award application documentation and direct staff in executing grant obligations.

/s/

Tracy Tosta, Administrative Analyst

09/03/2020

Date

/s/

Teresa Gallavan, City Manager

09/03/2020

Date

RESOLUTION NO. 2020 - R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA
AUTHORIZING CITY MANAGER TO COMPLETE APPLICATION FOR THE
UNITED STATES DEPARTMENT OF AGRICULTURE RURAL BUSINESS
DEVELOPMENT GRANT (USDA-RDBG) TO FUND A DOWNTOWN
IMPROVEMENT DISTRICT FEASIBILITY STUDY**

WHEREAS, City of Selma desires to encourage development in the downtown area through business support and coordination;

WHEREAS, City of Selma has begun the application process for the USDA-RDBG grant to fund a feasibility study of the downtown businesses and property owners to better understand the needs and direction of the community; and

WHEREAS, City of Selma was awarded \$40,000 to assist with the cost of a Feasibility Study.

NOW, THEREFORE, BE IT RESOLVED that the City Manager of the City of Selma is authorized, on its behalf to submit all remaining documentation to the USDA-RDBG program management team and direct staff to implement and execute all grant obligations; and

IT IS AGREED the City of Selma will commit to a one (1) year contract period where they agree to all grant requirements and will sign a contract agreeing to the project milestones and completion deadlines prior to obtaining the grant through a reimbursement process.

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

The foregoing resolution was duly adopted by the Selma City Council at a regular meeting held on the 8th day of September 2020 by the following vote, to wit:

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

Attest:

Louis Franco, Mayor

Reyna Rivera, City Clerk

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

September 8, 2020

ITEM NO: 1.h.

SUBJECT: Consideration of a Resolution approving 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, and authorize the City Manager to execute all documents

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

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.

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 City 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.

<u>COST:</u> <i>(Enter cost of item to be purchased)</i>		<u>BUDGET IMPACT:</u> <i>(Enter amount this non-budgeted item will impact this years' budget – if budgeted, enter NONE).</i>
\$12,000 (Estimate)		None
<u>FUNDING:</u> <i>(Enter the funding source for this item – if fund exists, enter the balance in the fund).</i>		<u>ON-GOING COST:</u> <i>(Enter the amount that will need to be budgeted each year – if one-time cost, enter NONE).</i>
Funding Source: Ambulance Fund Fund Balance: \$4,638,475		

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


 Rob Petersen, Fire Chief

9-2-20
 Date


 Teresa Gallavan, City Manager

9-1-20
 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 8th of September 2020 by the following vote:

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

Louis Franco, Mayor

ATTEST:

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").

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 work 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 of nonrenewal to Consultant and the remaining Cities at least 30 calendar days before any renewal, 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 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 1/5th of the total invoice amount.) Within 14 calendar days from the sending of 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 work 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 work 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 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 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.

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 work 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 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. This obligation shall survive termination of this Agreement and shall survive for four (4) years from the date of expiration or termination of this Agreement.

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

a. Termination: 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.

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, and such other information and materials as may have been 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 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. 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

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.

In no event shall any Party's total liability under this Agreement exceed two hundred thousand dollars (\$200,000). Furthermore, 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.

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 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, 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. 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 City 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 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.

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 KINGSBURG

By: _____
Alexander Henderson, 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 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.

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. 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, 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 with regarding to that City's coverage.
- iii. Evidence of Insurance – Prior to commencement of work, 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
CITY COUNCIL MEETING:**

September 8, 2020

ITEM NO: 1.i.

SUBJECT: Consideration of an Agreement with Sampson, Sampson & Patterson, LLP for Audit Services

RECOMMENDATION: Approve the agreement with Sampson, Sampson & Patterson, LLP, for audit services and authorize the City Manager to execute an agreement not to exceed \$66,000.

DISCUSSION: The City is required to perform a Financial Audit for all its entities each year from an outside organization. The purpose of this service is to provide financial information to the public and investors for transparency. In addition, the auditors will test for accuracy, controls, and fiscal policy. Once complete, a report called The Financial Statements is generated with the auditor's findings and all standard governmental financial reports. Lack of completion could result in State and Federal funds being withheld.

The City has used Sampson, Sampson & Patterson, LLP since 2012 to perform the financial audit. To provide this service again for the fiscal year 2019-2020 report, this firm will be charging the City a range of \$42,000 to \$47,000 for services to test and gather information plus out-of-pocket cost. In addition, this firm would charge a range of \$15,000 to \$18,000 to prepare the financial report.

RECOMMENDATION: Approve the agreement with Sampson, Sampson & Patterson, LLP, for audit services and authorize the City Manager to execute an agreement not to exceed \$66,000.

/s/

09/03/2020

Isaac Moreno, Assistant City Manager

Date

/s/

09/03/2020

Teresa Gallavan, City Manager

Date



Sampson, Sampson & Patterson, LLP
CERTIFIED PUBLIC ACCOUNTANTS

3148 Willow Avenue, Suite 102
Clovis, California 93612-4739
(559) 291-0277 • FAX (559) 291-6411

August 26, 2020

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

We are pleased to confirm our understanding of the services we are to provide the City of Selma for the year ended June 30, 2020. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate blended component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City of Selma as of and for the year ended June 30, 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Selma's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Selma's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Budgetary Comparison Schedules.
3. Required Supplementary Pension Information.
4. Required Supplementary OPEB Information and Related Ratios.

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Selma's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and will provide an opinion on it in relation to the financial statements as a whole:

- A report on compliance with California Constitution Article XIII B Appropriations Limit.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the City of Selma's financial statements. Our report will be addressed to the management and the governing board of the City of Selma. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from the engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City of Selma is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors or any fraudulent financial reporting, or

misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures – Internal Controls

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Selma's compliance with provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements of the City of Selma in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for designing, implementing, establishing and maintaining effective internal controls, relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for preparation of supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will locate any documents selected by us for testing.

We will provide copies of our reports to the City of Selma; however, management is responsible for distribution of the reports and financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Sampson, Sampson & Patterson, LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the City of Selma, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such requests. If requested, access to such audit documentation will be provided under the supervision of Sampson, Sampson & Patterson, LLP's personnel. Furthermore, upon request we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the City of Selma. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation. Katy Sampson is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee range \$42,000 to \$47,000 for the audited financial statements as well as a fee range of \$15,000 to \$18,000 for assisting in the preparation of the financial statements and financial reports. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the City of Selma and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Sampson, Sampson & Patterson, LLP

Sampson, Sampson & Patterson, LLP

RESPONSE:

This letter correctly sets forth the understanding of the City of Selma.

By: _____

Title: _____

Date: _____

CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
75667	07/30/2020	Printed	U.S. BANK CORPORATE PMT SYSTEM	CALCARD CHARGES 6/23-7/22/20		84,700.38
75668	07/30/2020	Printed	UMPQUA BANK	2015 REFI BOND		51,739.81
75669	07/30/2020	Printed	VALLEY SHREDDING LLC	DOCUMENT DESTRUCTION SERVICE		40.00
75670	07/30/2020	Printed	VERIZON WIRELESS	AIRCARDS 6/19-7/18/20		531.42
75671	07/30/2020	Printed	ZUMAR INDUSTRIES, INC.	SCHOOL XING, NO PARKING SIGNS, STOP SIGN FACES		1,971.05
75672	08/07/2020	Printed	COUNTY OF FRESNO AUDITOR-	CA DEPT OF FINANCE V CITY OF SELMA LITIGATION PAYMENT		711,607.00
75673	08/07/2020	Void	FRESNO CO RECORDER	LLMD RECORDING FEES		0.00
75674	08/14/2020	Printed	FAWAZ ABDULWAHAB AL-OLOFI	BUSINESS LICENSE REFUND		479.00
75675	08/14/2020	Printed	AIRGAS USA LLC	OXYGEN RENTALS		495.61
75676	08/14/2020	Void				
75677	08/14/2020	Void				
75678	08/14/2020	Void				
75679	08/14/2020	Printed	ARAMARK UNIFORM	UNIFORMS/TOWELS/FIRST AID KITS		1,586.58
75680	08/14/2020	Printed	ELSY ARANA	FUEL REIMBURSEMENT		62.03
75681	08/14/2020	Printed	AT&T	TELEPHONE 6/1-6/30/20		132.50
75682	08/14/2020	Printed	AT&T	TELEPHONE 7/4-8/3/20		1,439.03
75683	08/14/2020	Printed	AT&T	TELEPHONE 7/4-8/3/20		152.18
75684	08/14/2020	Printed	AT&T	TELEPHONE 7/4-8/3/20		117.06
75685	08/14/2020	Printed	JOSEPH BARELA	REIMBURSEMENT OF DMV MEDICAL		145.00
75686	08/14/2020	Printed	BAUER COMPRESSORS INC.	SCBA		4,715.90
75687	08/14/2020	Printed	MATT BEGINES	FAST TRACK HOOKS REIMBURSEMENT		37.45
75688	08/14/2020	Printed	CESAR F. BEJARANO / RAPID JUNK REMOVAL	CLEAN UP BEHIND EYE Q		2,000.00
75689	08/14/2020	Printed	JAY WESLEY BROCK / TOP DOG TRAINING	K9 MAINTENANCE TRAINING 7/20		360.00
75690	08/14/2020	Printed	BURGER KING	BUSINESS LIC OVERPAYMENT REIMB		739.00
75691	08/14/2020	Printed	CALIFITNESS INC.	REPLACEMENT PARTS FOR FITNESS EQUIPMENT		85.00
75692	08/14/2020	Printed	CALIFORNIA WATER SERVICE	WATER SERVICE -JULY 2020		23,124.09
75693	08/14/2020	Printed	ROD CARSEY	PLAN CHECKS -JUNE 2020		4,727.06
75694	08/14/2020	Printed	CENTRAL SANITARY SUPPLY	JANITORIAL SUPPLIES		465.05
75695	08/14/2020	Printed	CITY OF SANGER FIRE DEPARTMENT	CONSULTING FOR IGT -JUNE 2020		324.50
75696	08/14/2020	Printed	COMCAST	INTERNET SERVICE -AUGUST 2020		821.45
75697	08/14/2020	Printed	COMCAST	INTERNET SERVICE -AUGUST 2020		710.82
75698	08/14/2020	Printed	CONSOLIDATED IRRIGATION DIST.	COOPERATIVE AGREEMENTS 2015-2019		406,135.20
75699	08/14/2020	Printed	COOK'S COMMUNICATION CORP	REPAIR UNIT# 192		303.98
75700	08/14/2020	Printed	CORELOGIC SOLUTIONS LLC	REALQUEST SERVICES -JULY 2020		481.25
75701	08/14/2020	Printed	COSTANZO & ASSOCIATES	LEGAL FEES -JUNE 2020		11,127.77
75702	08/14/2020	Printed	DATAPATH LLC	PD MOVE TO NEW BUILDING LABOR, PALO ALTO FIREWALL INSTALL, OPTICS AND CABLES	PARTIAL PDSA	4,442.46
75703	08/14/2020	Void	DAWSON-MAULDIN	PROG PAY#1 CDBG 18651		0.00
75704	08/14/2020	Printed	EL MERCADO & DISCOUNT CENTER	BUSINESS LIC OVERPAYMENT REIMB		380.00
75705	08/14/2020	Printed	ENTENMANN-ROVIN CO.	RETIRED LIEUTENANT FLAT BADGE		125.19
75706	08/14/2020	Printed	JOEL A FEDOR / FEDOR PLUMBING	CLEANOUT FIRE STATION 2		100.00
75707	08/14/2020	Printed	FIRE RECOVERY EMS LLC	AMBULANCE BILLING -JULY 2020		8,927.73
75708	08/14/2020	Printed	FRESNO 2007 COMMUNITY PARTNERS	BUSINESS LIC OVERPAYMENT REIMB		36.00
75709	08/14/2020	Printed	FRESNO COUNTY FIRE	GRAPHICS FOR E111 & T110		753.00
75710	08/14/2020	Printed	FRESNO OXYGEN	OXYGEN RENTALS		277.11
75711	08/14/2020	Printed	GAR BENNETT LLC	IRRIGATION SUPPLIES		91.95
75712	08/14/2020	Printed	GATEWAY ENGINEERING, INC.	HUNTSMAN WIDENING		12,975.00
75713	08/14/2020	Printed	JESUS GOMEZ	GYM MEMBERSHIP REIMBURSEMENT		212.85
75714	08/14/2020	Void				
75715	08/14/2020	Printed	HENRY SCHEIN INC.	MEDICAL SUPPLIES		1,920.64
75716	08/14/2020	Printed	JUSTIN HILL / FAILSAFE TESTING	ANNUAL LADDER TESTING FOR T110		700.00
75717	08/14/2020	Printed	J'S COMMUNICATION INC.	SERVICE AGREEMENT 8/1-8/31/20		446.00

CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
75718	08/14/2020	Printed	TYSON JOHNSON	REIMBURSEMENT FOR CLASS AND PART		44.88
75719	08/14/2020	Printed	LIEBERT, CASSIDY, WHITMORE	ERMA LEGAL FEES -JUNE 2020		32,704.25
75720	08/14/2020	Printed	LIFE-ASSIST INC.	MEDICAL SUPPLIES		835.22
75721	08/14/2020	Printed	METRO UNIFORM	FIRE/POLICE REVOLVING ACCT	R	246.52
75722	08/14/2020	Printed	MUNICIPAL EMERGENCY SERVICES	THERMAL IMAGERS		6,948.92
75723	08/14/2020	Printed	OFFICE DEPOT, INC.	OFFICE SUPPLIES		177.35
75724	08/14/2020	Printed	PG&E	UTILITIES -AUGUST 2020		2.39
75725	08/14/2020	Printed	PG&E	UTILITIES -JULY 2020		581.63
75726	08/14/2020	Printed	R.J. BERRY JR. INC.	LABOR AND BASE ROCK FOR TRAINING FACILITY		5,000.00
75727	08/14/2020	Printed	GERALD REESER	REIMBURSEMENT FOR EMT RECERT		48.00
75728	08/14/2020	Printed	DANIEL ANTHONY RIVAS	REIMBURSEMENT FOR HOTEL ROOM - STRIKE TEAM		550.87
75729	08/14/2020	Printed	SANTA MARIA CALIFORNIA NEWS	NOTICES -USER FEES, GP/ZC		383.78
75730	08/14/2020	Printed	SELMA UNIFIED FOOD SERVICES	SENIOR MEALS 6/8-6/30/20		8,718.75
75731	08/14/2020	Printed	SITEONE LANDSCAPE SUPPLY, LLC.	LANDSCAPING SUPPLIES		2,002.18
75732	08/14/2020	Printed	SOUTH COUNTY VETERINARY	DOG DISPOSAL		31.12
75733	08/14/2020	Printed	SPARKLETTS	WATER SERVICE		121.61
75734	08/14/2020	Printed	STATEWIDE TRAFFIC SAFETY AND	WHITE PAINT, GLASS BEADS & STENCIL GUARD		3,751.19
75735	08/14/2020	Printed	STERICYCLE, INC.	STERI-SAFE OSHA COMPLIANCE		172.80
75736	08/14/2020	Printed	RUBEN TAMAYO	REIMBURSEMENT OF SAFETY GLASSES		239.00
75737	08/14/2020	Printed	TIFCO INDUSTRIES, INC.	FACE MASKS FOR NEIGHBORHOOD WALK, ALCOHOL WIPES -CITY YARD		1,144.90
75738	08/14/2020	Printed	TOWNSEND PUBLIC AFFAIRS, INC.	CONSULTING FEES -AUGUST 2020		3,500.00
75739	08/14/2020	Printed	TUTTLE & MCCLOSKEY	GENERAL LEGAL FEES -JULY 2020		6,657.55
75740	08/14/2020	Printed	U.S. BANK EQUIPMENT FINANCE	COPY MACHINE LEASES -AUGUST 20		2,582.60
75741	08/14/2020	Printed	UNDERGROUND SERVICE ALERT	ANNUAL MEMBERSHIP		1,150.33
75742	08/14/2020	Printed	UNITY IT	MDT MANAGED SERVICES -JUNE 20		13,471.51
75743	08/14/2020	Printed	FABIAN URESTI	CLOCK REPAIR REIMBURSEMENT		245.00
75744	08/14/2020	Printed	VINCENT COMMUNICATIONS INC	RADIO REPAIR		180.00
75745	08/14/2020	Printed	DANIEL VIVEROS / D&G FENCE	SHAHER PARK FENCE REPAIR		950.00
75746	08/14/2020	Printed	WASTE MANAGEMENT-USA WASTE	GARBAGE -JUNE 2020		117,707.15
75747	08/27/2020	Printed	MARK ALVES / ALVES ELECTRIC	REPLACED SENIOR CENTER		95.00
75748	08/27/2020	Printed	AMERICAN AMBULANCE	SEPTEMBER 2020 PAYMENT		125,000.00
75749	08/27/2020	Printed	ARAMARK UNIFORM	UNIFORMS/TOWELS/FIRST AID KITS		290.28
75750	08/27/2020	Printed	AT&T	TELEPHONE -AUGUST 2020		21.45
75751	08/27/2020	Printed	AT&T	INTERNET SERVICE 7/11-8/10/20		73.45
75752	08/27/2020	Printed	AT&T	TELEPHONE 7/12-8/11/20		46.54
75753	08/27/2020	Printed	AT&T MOBILITY	TELEPHONE -MDT'S 7/1-7/31/20		438.11
75754	08/27/2020	Printed	AT&T MOBILITY	TELEPHONE -MDT'S 7/12-8/11/20		1,577.52
75755	08/27/2020	Printed	BANNER PEST CONTROL INC	PEST CONTROL -AUGUST 2020		441.00
75756	08/27/2020	Printed	BAUER COMPRESSORS INC.	MSA CYLINDERS	G	38,493.35
75757	08/27/2020	Printed	CESAR F. BEJARANO / RAPID JUNK REMOVAL	CLEAN UP 2259 ALTON	R	180.00
75758	08/27/2020	Printed	CALIFORNIA BUILDING STANDARDS	BUILDING STANDARDS FEE 4/1-6/30/20		208.80
75759	08/27/2020	Printed	CRISTOPHER CANO	TRAFFIC COURSE COLLISION INV COURSE PER DIEM 9/7-9/11/20	R	55.00
75760	08/27/2020	Printed	CHRISTOPHER B CARLSON	PHLEBOTOMY SERVICE 20-3313		50.00
75761	08/27/2020	Printed	CASCADE FIRE EQUIPMENT COMPANY	HELMET		64.79
75762	08/27/2020	Printed	JONATHAN CHACON	TRAFFIC COURSE COLLISION INV COURSE PER DIEM 9/7-9/11/20	R	55.00
75763	08/27/2020	Printed	CISCO SYSTEMS CAPITAL CRP	LEASE -PHONE SYSTEM/BACKUP 8/15-9/14/20		3,280.05
75764	08/27/2020	Printed	COUNTY OF FRESNO	SOUTHEAST REGIONAL DISPOSAL SITE JPA		16,513.00

CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
75765	08/27/2020	Printed	DATAPATH LLC	HARDWARE FOR NEW POLICE DEPT MOVE, NETCARE & ON SITE SUPPORT - AUG 20	PARTIAL PDSA	18,298.48
75766	08/27/2020	Printed	DAWSON-MAULDIN LLC	PROG PAY#1 CDBG 18651	G	234,280.97
75767	08/27/2020	Printed	DEPARTMENT OF CONSERVATION	SMIP & SEISMIC FEE 4/1-6/30/20		517.85
75768	08/27/2020	Printed	PAUL DEREK ESQUIBEL	TRAFFIC COURSE COLLISION INV COURSE PER DIEM 9/7-9/11/20	R	55.00
75769	08/27/2020	Printed	JOEL A FEDOR / FEDOR PLUMBING	TIED IN SINK LINE -CH , REPAIR BACKFLOW-MEDICAN MCCALL		477.66
75770	08/27/2020	Printed	FRANCHISE TAX BOARD	CS#550680107		204.00
75771	08/27/2020	Printed	FRESNO CO RECORDER	LLMD RECORDING FEES		669.00
75772	08/27/2020	Printed	GAR BENNETT LLC	IRRIGATION SUPPLIES -FIRE DEPT		2.48
75773	08/27/2020	Printed	GATEWAY ENGINEERING, INC.	CITY ENGINEERING SERVICES -JUNE 20, RSTP NEBRASKA P&S	PARTIAL G	28,776.25
75774	08/27/2020	Printed	GCS ENVIRONMENTAL EQUIPMENT	URETHANE TRANSITION ASSEMBLY W/ SEAL -UNIT# 1315		852.42
75775	08/27/2020	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 7/29/20		1,436.52
75776	08/27/2020	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 8/5/20		1,202.50
75777	08/27/2020	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 8/12/20		1,041.00
75778	08/27/2020	Printed	HEALTHEDGE ADMINISTRATORS INC.	ADMINISTRATIVE FEES -SEPT 20		820.61
75779	08/27/2020	Printed	HENRY SCHEIN INC.	MEDICAL SUPPLIES		338.06
75780	08/27/2020	Printed	JAMES W INGRAM / INGRAM DIGITAL ELECTRONICS	RESTORE TIMES -SEVERAL SIGNAL LIGHTS		612.00
75781	08/27/2020	Printed	JJK GROUP, INC.	INVESTIGATION SERVICES 4/27-8/6/20		6,511.35
75782	08/27/2020	Printed	MICHAEL KAIN	MEDICAL PREMIUM REIMB -SEPT 20		1,211.15
75783	08/27/2020	Printed	KATCH ENVIRONMENTAL INC.	PROGRESS PAYMENT #12	PDSA	360,160.73
75784	08/27/2020	Printed	JEFF KESTLY	MEDICAL PREMIUM REIMB -SEPT 20		201.97
75785	08/27/2020	Printed	KINGS INDUSTRIAL OCCUPATION	PRE-EMPLOYMENT PHYSICALS -PD		1,719.00
75786	08/27/2020	Printed	KOEFRAN INDUSTRIES, INC.	EMPTY ANIMAL CONTROL FREEZER		163.86
75787	08/27/2020	Printed	KRAZAN & ASSOCIATES, INC.	NEW POLICE STATION CONSTRUCTION TESTING & INSP	PDSA	838.00
75788	08/27/2020	Printed	MACLEOD WATTS, INC.	GASB 75 REPORTING		1,750.00
75789	08/27/2020	Printed	STEVEN LEE MCINTIRE	MEDICAL PREMIUM REIMB -SEPT 20		1,687.69
75790	08/27/2020	Printed	METRO UNIFORM	FIRE REVOLVING ACCT	R	173.51
75791	08/27/2020	Printed	NHA ADVISORS LLC	2019-20 GENERAL CONSULTING		1,287.50
75792	08/27/2020	Printed	OFFICE DEPOT, INC.	OFFICE SUPPLIES		315.37
75793	08/27/2020	Printed	PG&E	UTILITIES -AUGUST 2020		12.56
75794	08/27/2020	Printed	PG&E	UTILITIES -AUGUST 2020		39.73
75795	08/27/2020	Printed	PG&E	UTILITIES -AUGUST 2020		126.18
75796	08/27/2020	Printed	PG&E	UTILITIES -AUGUST 2020		669.86
75797	08/27/2020	Printed	PG&E	UTILITIES -AUGUST 2020		15,790.52
75798	08/27/2020	Printed	PG&E	UTILITIES -AUGUST 2020		31,266.88
75799	08/27/2020	Printed	PURCHASE POWER	POSTAGE REFILL		366.00
75800	08/27/2020	Printed	QUAD KNOPF, INC.	ON-CALL PLANNING SERVICES 7/12-8/8/20		18,167.10
75801	08/27/2020	Printed	QUILL CORPORATION	OFFICE SUPPLIES		43.03
75802	08/27/2020	Printed	RINCON CONSULTANTS, INC.	SELMA REZONE ASSISTANCE 6/1-7/31/20		6,003.00
75803	08/27/2020	Printed	ROADLINE PRODUCTS INC	90 DEGREE ACTUATOR FOR ARROWBOARD -UNIT# 806		661.64
75804	08/27/2020	Printed	ALBERT RODRIGUEZ	STATION BOOTS REIMB		200.00
75805	08/27/2020	Printed	HUMBERTO SALAS	TRAFFIC COURSE COLLISION INV COURSE PER DIEM 9/7-9/11/20	R	55.00
75806	08/27/2020	Printed	SCOTT SANDERS	MEDICAL PREMIUM REIMB -SEPT 20		1,444.98
75807	08/27/2020	Printed	SECOND CHANCE ANIMAL SHELTER	MONTHLY SUPPORT -SEPT 2020		7,925.80
75808	08/27/2020	Printed	STRYKER SALES CORPORATION	WHEEL GUIDE FOR GURNEY		393.51
75809	08/27/2020	Printed	SUN LIFE	EMPLOYEE INSURANCE -SEPT 20		1,712.15

CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
75810	08/27/2020	Printed	SUNCREST BANK	KATCH ENVIRONMENTAL RETENTION	PSA	18,955.82
75811	08/27/2020	Printed	TAG-AMS, INC.	EMPLOYEE DRUG TESTING		157.00
75812	08/27/2020	Printed	KELLI L TELLEZ	CLEANING SUPPLIES REIMB		48.54
75813	08/27/2020	Printed	THE CRISCOM COMPANY	SEWER INFRASTRUCTURE -SEPT 20		4,500.00
TOTAL						2,513,922.17

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

WIRE/EFT

08/27/20	US BANK	SELMA PFA SERIES 2014 BOND	111,787.50
08/27/20	US BANK	SELMA PFA SERIES 2014 BOND TRUSTEE FEE	2,090.00

CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
SUCCESSOR AGENCY						
120	08/27/2020	Printed	US BANK	SELMA REDEVELOPMENT LOAN		62,650.00

US BANK INVOICE FOR CALCARD CHARGES: 6/23/20-7/22/20

TRANSACTION					
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
CALEB GARCIA	6/23/2020	CHEVRON, FRESNO CA	FUEL-ACT	269-2100-600.257.000	64.01
CALEB GARCIA	6/25/2020	FLORAL PLAZA, SELMA CA	FUEL-ACT	269-2100-600.257.000	32.17
CALEB GARCIA	6/29/2020	JOHNNY QUICK, FRESNO CA	FUEL-ACT	269-2100-600.257.000	39.73
CALEB GARCIA	7/1/2020	METRO UNIFORMS, FRESNO CA	EQUIPMENT-ACT	269-2100-600.350.000	327.06
CALEB GARCIA	7/1/2020	1 STOP SHOP, FRESNO CA	FUEL-ACT	269-2100-600.257.000	50.41
CALEB GARCIA	7/6/2020	CHEVRON, SELMA CA	FUEL-ACT	269-2100-600.257.000	29.52
CALEB GARCIA	7/7/2020	POLICE SCIENCE, FRESNO CA	FIREARM PURCHASE; REVOLVING ACCT	100-0000-123.010.000	479.09
CALEB GARCIA	7/9/2020	CHEVRON, FRESNO CA	FUEL-ACT	269-2100-600.257.000	53.80
CALEB GARCIA	7/13/2020	WALGREENS, SELMA CA	EQUIPMENT-ACT	269-2100-600.350.000	9.75
CALEB GARCIA	7/14/2020	CIRCLE K, FRESNO CA	FUEL-ACT	269-2100-600.257.000	61.18
CALEB GARCIA	7/17/2020	SHELL OIL, FRESNO CA	FUEL-ACT	269-2100-600.350.000	51.50
CHRISTINA ARIAS	6/24/2020	RITE AID STORE	SUPPLIES FOR PERSONNEL COMMISSION	100-1400-610.920.000	13.74
CITY OF SELMA FIRE QRT MST	6/27/2020	WPSG, INC.	TARPS & SALVAGE COVERS	295-2500-600.250.000	543.86
CITY OF SELMA SNG RES1	7/13/2020	COSTCO	WATERS, DRINKS FOR DEPT	100-2525-600.250.000	224.11
CITY OF SELMA SNG RES1	7/20/2020	AVENAL LUMBER & HARDWARE	CHAIN FOR SQ110	100-2525-600.375.000	62.98
CITY OF SELMA STATION 1	6/27/2020	THE HOME DEPOT	ST 1 SUPPLIES (WASH EQUIPMENT)	100-2525-600.250.000	105.14
CITY OF SELMA STATION 1	7/2/2020	THE HOME DEPOT	ST 1 SUPPLIES (TOOLS)	100-2525-600.250.000	108.84
CITY OF SELMA STATION 1	7/6/2020	WALMART	E111 SUPPLIES	100-2525-600.250.000	25.18
CITY OF SELMA STATION 1	7/7/2020	WALMART	ST 1 SUPPLIES (MOUNTING EQ)	100-2525-600.250.000	44.87
CITY OF SELMA STATION 1	7/9/2020	O'REILLY AUTO PARTS	LIGHTS FOR SQ110	100-2500-600.250.000	124.29
CITY OF SELMA STATION 1	7/9/2020	THE HOME DEPOT	ST 1 SUPPLIES (PAD LOCK)	100-2525-600.250.000	26.63
CITY OF SELMA STATION 1	7/9/2020	THE HOME DEPOT	TOOL BOX ST 1	100-2525-600.250.000	431.73
CITY OF SELMA STATION 1	7/10/2020	WALMART	PAD LOCK/CLIP BOARD (ADMIN)	100-2500-600.250.000	49.31
CITY OF SELMA STATION 1	7/14/2020	THE HOME DEPOT	AIR ROOM ST 1 KEYS & SUPPLIES	100-2525-600.250.000	24.33
CITY OF SELMA STATION 1	7/14/2020	THE HOME DEPOT	ST KEYS	100-2525-600.250.000	2.59
CITY OF SELMA STATION 2	6/25/2020	THE HOME DEPOT	AIR ROOM SUPPLIES	100-2525-600.250.000	67.63
CITY OF SELMA STATION 2	6/29/2020	THE HOME DEPOT	REFUND FOR WEED EATER STRING	100-2525-600.250.000	(16.90)
CITY OF SELMA STATION 2	6/29/2020	THE HOME DEPOT	REFRIGERATOR FILTERS	100-2525-600.250.000	60.51
CITY OF SELMA STATION 2	7/4/2020	THE HOME DEPOT	STATION 2 SUPPLIES	100-2525-600.250.000	15.67
CITY OF SELMA STATION 2	7/18/2020	THE HOME DEPOT	METAL CUTTING BLADE	100-2525-600.375.000	28.17
CITY OF SELMA TRAINING DIV	6/24/2020	AMAZON	LABEL MAKERS	100-2500-600.250.000	64.17
CITY OF SELMA TRAINING DIV	6/24/2020	AMAZON	EMS SUPPLIES	600-2600-600.280.000	65.52
CITY OF SELMA TRAINING DIV	6/26/2020	AMAZON	LABEL MAKERS	100-2500-600.250.000	38.80
CITY OF SELMA TRAINING DIV	7/1/2020	AMAZON	CREDIT -LABEL MAKER RETURN	100-2500-600.250.000	(38.80)
CITY OF SELMA TRAINING DIV	7/7/2020	FRESNO COUNTY FIRE	CLASSES FOR EMPLOYEES	100-2525-610.915.000	3,825.00
CITY OF SELMA TRAINING DIV	7/7/2020	FRESNO COUNTY FIRE	CLASSES FOR EMPLOYEES	100-2525-610.915.000	275.00
CITY OF SELMA TRAINING DIV	7/12/2020	BLUEBERRY	TARDY SIGN	111-2500-600.250.000	272.00
CITY OF SELMA TRAINING DIV	7/13/2020	COARSEGOLD KWICK SERV	GAS FOR SQ110	701-9200-600.257.000	73.10
CITY OF SELMA TRAINING DIV	7/19/2020	O'REILLY AUTO PARTS	SQ110 SUPPLIES	100-2525-600.250.000	5.98
CITY OF SELMA TRAINING DIV	7/19/2020	COALINGA HARDWARE	CHAIN SAW TOOLS	100-2525-600.375.000	14.14
FABIAN URESTI	6/23/2020	AMAZON	ROLLING CABINETS STA 1 -EMS SUPPLIES	600-2600-600.250.000	639.15
FABIAN URESTI	6/29/2020	CAL EMS AUTHORITY	PARAMEDIC STATE LIC RE-CERT -URESTI	600-2600-610.917.000	200.00
FABIAN URESTI	7/7/2020	AMAZON	ROLLING CABINETS STA 2 -EMS SUPPLIES	600-2600-600.250.000	648.68

US BANK INVOICE FOR CALCARD CHARGES: 6/23/20-7/22/20

TRANSACTION					
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
FABIAN URESTI	7/8/2020	AMAZON	SAFETY EQUIPMENT -EMS SUPPLIES	600-2600-600.280.000	80.24
FABIAN URESTI	7/14/2020	WALMART	EMS SUPPLIES NARC BOXES -LINE MEDICS	600-2600-600.280.000	6.25
FABIAN URESTI	7/17/2020	WALMART	LABEL MARKERS FOR STA 1 & 2	100-2525-600.250.000	38.79
FABIAN URESTI	7/18/2020	THE HOME DEPOT	DIV OFFICE -OFFICE SUPPLIES	100-2500-600.250.000	30.22
FABIAN URESTI	7/18/2020	AMAZON	EFTY GOGGLES FOR EMT -EMS SUPPLIES	600-2600-600.280.000	13.55
FINANCE DEPARTMENT	6/29/2020	AMAZON	CASH BOX FOR PD	100-2100-600.250.000	22.24
FINANCE DEPARTMENT	6/30/2020	AMAZON	STANDING DESK -INEZ	100-1600-600.250.000	260.33
FINANCE DEPARTMENT	7/1/2020	AMAZON	FLOOR MAT FOR STANDING DESK -INEZ	100-1600-600.250.000	43.34
GEORGE SIPIN	6/22/2020	O'REILLY AUTO PARTS	BLOWER MOTOR - RT 185	603-5500-600.256.000	42.47
GEORGE SIPIN	6/22/2020	O'REILLY AUTO PARTS	OIL FILTERS - STOCK	603-5500-600.256.000	48.16
GEORGE SIPIN	6/22/2020	FRONTIER FASTENER	WASHER, SCREWS - STOCK	603-5500-600.250.000	37.19
GEORGE SIPIN	6/22/2020	LESS SCHWAB	RESTOCK TIRE	603-5500-600.256.000	214.42
GEORGE SIPIN	6/22/2020	TNT TOWING LLC	TOW FROM SANGER TO SELMA-RT#182	603-5500-600.400.000	300.00
GEORGE SIPIN	6/22/2020	NELSON'S ACE HARDWARE	HOSE REPAIR KIT/SPRAY NOZZLES	603-5500-600.250.000	25.35
GEORGE SIPIN	6/22/2020	NAPA AUTO PARTS	PULLEY/IDLER PULLEYS - STOCK	603-5500-600.256.000	217.95
GEORGE SIPIN	6/22/2020	MICHAEL AUTOMOTIVE CENTER	LINK - RT #142	603-5500-600.256.000	81.59
GEORGE SIPIN	6/23/2020	O'REILLY AUTO PARTS	THREAD LOCKER - STOCK	603-5500-600.250.000	80.23
GEORGE SIPIN	6/23/2020	AMAZON	FACE BANDANAS - COVID 19	603-5500-600.250.000	41.20
GEORGE SIPIN	6/23/2020	KAMAN INDUSTRIAL TECH	SPACER FOR W/C LIFT ON ZENITH BUSES	603-5500-600.250.000	10.83
GEORGE SIPIN	6/23/2020	McMASTER-CARR	MINIATURE GAS SHOCK FOR W/C LIFT	603-5500-600.256.000	242.80
GEORGE SIPIN	6/24/2020	WALMART	RESTROOM SUPPLIES & BATTERIES	603-5500-600.250.000	88.60
GEORGE SIPIN	6/24/2020	NAPA AUTO PARTS	SAFETY MASKS	603-5500-600.250.000	54.24
GEORGE SIPIN	6/26/2020	SAFETY-KLEEN SYSTEMS	INCORRECT CHARGE - CRDT	603-5500-600.400.000	(489.53)
GEORGE SIPIN	6/29/2020	WALMART	CHARGERS FOR TABLETS	603-5500-600.250.000	83.05
GEORGE SIPIN	6/30/2020	LES SCHWAB	RESTOCK TIRES	603-5500-600.256.000	428.84
GEORGE SIPIN	6/30/2020	NVB EQUIPMENT	A/C COMPRESSORS -STOCK	603-5500-600.256.000	1,087.83
GEORGE SIPIN	6/30/2020	CREATIVE BUS SALES INC	MIRROR KIT - STOCK	603-5500-600.256.000	971.91
GEORGE SIPIN	7/1/2020	O'REILLY AUTO PARTS	COMPRESSORS - STOCK	603-5500-600.256.000	(182.21)
GEORGE SIPIN	7/1/2020	SAFETY-KLEEN SYSTEMS	OIL RECYCLE - STOCK	603-5500-600.400.000	132.50
GEORGE SIPIN	7/1/2020	O'REILLY AUTO PARTS	CABIN/AIR FILTERS, WD 40, GLOVES-STOCK	603-5500-600.250.000	1,652.97
GEORGE SIPIN	7/1/2020	ACTION TOWING DIVE TEAM	TOW FROM 99/CENTRAL TO YARD-UNIT #206	603-5500-600.400.000	750.00
GEORGE SIPIN	7/1/2020	HOME DEPOT	ORTHO INSECT KILLER	603-5500-600.250.000	20.58
GEORGE SIPIN	7/1/2020	McMASTER-CARR	GAS SHOCKS FOR LIFT ON ZENITH-STOCK	603-5500-600.256.000	235.48
GEORGE SIPIN	7/2/2020	O'REILLY AUTO PARTS	FACE MASKS - COVID-19	603-5500-600.250.000	72.35
GEORGE SIPIN	7/2/2020	O'REILLY AUTO PARTS	FOAM CLEAN - STOCK	603-5500-600.250.000	156.07
GEORGE SIPIN	7/2/2020	O'REILLY AUTO PARTS	ACCUMULATOR, COMPRESSOR -STOCK	603-5500-600.256.000	265.06
GEORGE SIPIN	7/2/2020	ZORO	METAL CONTAINER FOR OIL RAGS	603-5500-600.250.000	56.08
GEORGE SIPIN	7/3/2020	NAPA AUTO PARTS	WHITE PAINT - STOCK	603-5500-600.250.000	73.55
GEORGE SIPIN	7/3/2020	NAPA AUTO PARTS	FUNNELS - STOCK	603-5500-600.256.000	23.72
GEORGE SIPIN	7/3/2020	O'REILLY AUTO PARTS	COOLANT HOSE - STOCK	603-5500-600.256.000	43.92
GEORGE SIPIN	7/3/2020	AMAZON	WORK SHIRTS FOR KIZITO & GEORGE	603-5500-600.300.000	134.28
GEORGE SIPIN	7/6/2020	O'REILLY AUTO PARTS	GEAR OIL -STOCK	603-5500-600.250.000	66.68
GEORGE SIPIN	7/6/2020	FRONTIER FASTENER	WASHERS - STOCK	603-5500-600.250.000	20.30

US BANK INVOICE FOR CALCARD CHARGES: 6/23/20-7/22/20

EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
GEORGE SIPIN	7/6/2020	LES SCHWAB	RESTOCK TIRES	603-5500-600.256.000	438.57
GEORGE SIPIN	7/6/2020	MICHAEL AUTOMOTIVE CENTER	CONVERTER - RT #179	603-5500-600.256.000	930.06
GEORGE SIPIN	7/6/2020	McMASTER-CARR	GAS SPRINGS -STOCK	603-5500-600.250.000	181.85
GEORGE SIPIN	7/6/2020	CREATIVE BUS SALES INC	SEATBELT,AMBER LIGHTS - STOCK	603-5500-600.256.000	318.07
GEORGE SIPIN	7/6/2020	NAPA AUTO PARTS	SHOP BATTERY CHARGER	603-5500-600.250.000	161.63
GEORGE SIPIN	7/7/2020	McMASTER-CARR	GAS SPRINGS -STOCK	603-5500-600.250.000	(235.48)
GEORGE SIPIN	7/7/2020	ZORO	FUNNELS FOR COOLANT -STOCK	603-5500-600.256.000	112.86
GEORGE SIPIN	7/8/2020	O'REILLY AUTO PARTS	GEAR LUBE - STOCK	603-5500-600.250.000	75.92
GEORGE SIPIN	7/8/2020	O'REILLY AUTO PARTS	GEAR LUBE - STOCK	603-5500-600.250.000	227.76
GEORGE SIPIN	7/8/2020	O'REILLY AUTO PARTS	OIL/AIR/FUEL FILTERS, ANTIFREEZE-STOCK	603-5500-600.250.000	637.03
GEORGE SIPIN	7/8/2020	NAPA AUTO PARTS	RADIATOR & CONDENSER CLEANER - STOCK	603-5500-600.250.000	116.24
GEORGE SIPIN	7/8/2020	MICHAEL AUTOMOTIVE CENTER	SEALS - RT #179	603-5500-600.256.000	27.62
GEORGE SIPIN	7/9/2020	WALMART	BOTTLED WATER	603-5500-600.250.000	7.52
GEORGE SIPIN	7/9/2020	O'REILLY AUTO PARTS	BELTS - STOCK	603-5500-600.250.000	699.60
GEORGE SIPIN	7/9/2020	O'REILLY AUTO PARTS	FACE MASKS - COVID-19	603-5500-600.250.000	66.15
GEORGE SIPIN	7/9/2020	RITZ SAFETY	ARC FLASH PROTECTION GEAR	603-5500-600.250.000	1,729.50
GEORGE SIPIN	7/9/2020	NAPA AUTO PARTS	BATTERIES - STOCK	603-5500-600.256.000	323.54
GEORGE SIPIN	7/9/2020	CREATIVE BUS SALES INC	SWITCH TURN SIGNALS - RT #193	603-5500-600.256.000	226.01
GEORGE SIPIN	7/9/2020	CREATIVE BUS SALES INC	ROADSIDE MIRROR ARM - STOCK	603-5500-600.256.000	701.90
GEORGE SIPIN	7/9/2020	MICHAEL AUTOMOTIVE CENTER	HOSE - RT #141	603-5500-600.256.000	180.23
GEORGE SIPIN	7/10/2020	WALMART	SANITARY SUPPLIES - COVID-19	603-5500-600.250.000	92.89
GEORGE SIPIN	7/11/2020	AMAZON	DISPOSABLE FACE MASKS - COVID-19	603-5500-600.250.000	100.40
GEORGE SIPIN	7/13/2020	SAFETY-KLEEN SYSTEMS	PARTS CLEANER SERVICE	603-5500-600.400.000	263.59
GEORGE SIPIN	7/13/2020	CREATIVE BUS SALES INC	MOTOR AC BLOWER - STOCK	603-5500-600.256.000	1,536.40
GEORGE SIPIN	7/14/2020	MERCEDES-BENZ OF FRESNO	AIR RIDE COMPRESSOR FOR ARBOC'S	603-5500-600.256.000	2,055.84
GEORGE SIPIN	7/14/2020	SAFETY-KLEEN SYSTEMS	MOTOR OIL - STOCK	603-5500-600.250.000	474.47
GEORGE SIPIN	7/14/2020	SAFETY-KLEEN SYSTEMS	TRANSMISSION OIL - STOCK	603-5500-600.250.000	434.33
GEORGE SIPIN	7/15/2020	O'REILLY AUTO PARTS	RELAYS - STOCK	603-5500-600.256.000	58.79
GEORGE SIPIN	7/15/2020	O'REILLY AUTO PARTS	AIR/OIL FILTERS - STOK	603-5500-600.256.000	248.62
GEORGE SIPIN	7/15/2020	O'REILLY AUTO PARTS	DRAIN PLUGS - STOCK	603-5500-600.250.000	31.02
GEORGE SIPIN	7/15/2020	O'REILLY AUTO PARTS	BLOWER MOTOR RESISTOR - STOCK	603-5500-600.256.000	293.62
GEORGE SIPIN	7/16/2020	O'REILLY AUTO PARTS	HARNESS CONNECTORS-STOCK	603-5500-600.256.000	128.43
GEORGE SIPIN	7/16/2020	O'REILLY AUTO PARTS	FANS,MASTER CYLINDER-STOCK	603-5500-600.256.000	788.36
GEORGE SIPIN	7/16/2020	O'REILLY AUTO PARTS	BACK UP LIGHTS -STOCK	603-5500-600.256.000	18.31
GEORGE SIPIN	7/16/2020	NATIONAL TOOL WAREHOUSE	UNIVERSAL ADAPTER - STOCK	603-5500-600.256.000	49.89
GEORGE SIPIN	7/16/2020	NVB EQUIPMENT	121" 6K GRV	603-5500-600.256.000	954.50
GEORGE SIPIN	7/16/2020	NVB EQUIPMENT	PAN CAKE FA - STOCK	603-5500-600.256.000	883.13
GEORGE SIPIN	7/16/2020	MICHAEL AUTOMOTIVE CENTER	EVAPORATOR, HOSE, HOUSING-RT#122	603-5500-600.256.000	819.89
GEORGE SIPIN	7/20/2020	CUMMINGS SALES & SERVICE	CLAMPS FOR BREATHER CROSSOVER	603-5500-600.256.000	76.61
GEORGE SIPIN	7/20/2020	LES SCHWAB	RESTOCK TIRES	603-5500-600.256.000	1,286.44
GEORGE SIPIN	7/20/2020	TRUCKPRO LLC	STARTER SWITCHES/FUSES - STOCK	603-5500-600.250.000	19.64
GEORGE SIPIN	7/21/2020	O'REILLY AUTO PARTS	12 GALLONS OF ANTIFREEZE - STOCK	603-5500-600.250.000	169.09
GEORGE SIPIN	7/21/2020	AMAZON	WARRANTY FOR BACK UP CAMERAS	603-5500-600.400.000	39.80

US BANK INVOICE FOR CALCARD CHARGES: 6/23/20-7/22/20

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
GEORGE SIPIN	6/24/2020	O'REILLY AUTO PARTS	OIL/AIR/CABIN FILTERS - STOCK	603-5500-600.256.000	322.65
KELLI TELLEZ	6/26/2020	AMAZON	HANGING FOLDERS	100-1600-600.250.000	10.72
KELLI TELLEZ	6/30/2020	AMAZON	DISINFECTANT FOR STATION (COVID 19)	100-2525-600.250.000	56.38
KELLI TELLEZ	6/30/2020	AMAZON	FILE FOLDERS -RETURN (UNDELIVERABLE)	100-1600-600.250.000	(10.72)
KELLI TELLEZ	7/1/2020	AMAZON	FILE FOLDERS	100-1600-600.250.000	10.72
KELLI TELLEZ	7/7/2020	AMAZON	NOTEPAD	100-1600-600.250.000	8.06
KELLI TELLEZ	7/7/2020	FAMILY DOLLAR	CLEANING SUPPLIES (COVID 19)	100-2525-600.250.000	6.51
KELLI TELLEZ	7/9/2020	AMAZON	OFFICE SUPPLIES	100-1600-600.250.000	8.14
KELLI TELLEZ	7/10/2020	DANNER	BOOTS FOR PAUL DEMMERS	100-2500-600.300.000	200.00
KELLI TELLEZ	7/10/2020	DANNER	BOOTS FOR PAUL DEMMERS -REVOLVING ACCT	100-0000-123.010.000	60.34
KELLI TELLEZ	7/12/2020	AMAZON	OFFICE SUPPLIES	100-1600-600.250.000	7.58
KELLI TELLEZ	7/12/2020	AMAZON	OFFICE SUPPLIES	100-1600-600.250.000	14.09
KELLI TELLEZ	7/13/2020	AMAZON	OFFICE SUPPLIES	100-1600-600.250.000	5.39
KELLI TELLEZ	7/15/2020	AMAZON	OFFICE SUPPLIES	100-1600-600.250.000	60.72
MATTHEW HUGHES	6/25/2020	CLOUD CITY DRONES ONLINE	UAS MAVIC EXTENDED PORT COVER X2	100-2200-600.250.000	17.19
MIKAL KIRCHNER	6/22/2020	THE HOME DEPOT	SR. CENTER SOUND/BINGO ELECTRIC CORD	100-4500-600.250.000	10.83
MIKAL KIRCHNER	7/14/2020	THE HOME DEPOT	SR. CENTER OFFICE FLOOR MOLD/PUTTY	100-4200-600.250.000	44.44
MIKAL KIRCHNER	7/14/2020	CENTRAL FLOOR SUPPLY	*SALAZAR CENTER CARPET REPLACEMENT	456-4100-600.400.000	2,446.59
NESTOR GALVAN	7/10/2020	TIFCO INDUSTRIES	HEAVY DUTY HOSE REELS	701-9200-600.305.000	1,366.68
NESTOR GALVAN	7/10/2020	TIFCO INDUSTRIES	HAND CRANK REEL	701-9200-600.305.000	1,141.02
NESTOR GALVAN	6/11/2020	ELBERT DISTRIBUTING INC	TRANSMISSION FLUID - STOCK	701-9200-600-254.000	288.86
NESTOR GALVAN	6/22/2020	TIFCO INDUSTRIES	SAFETY MASKS, GLASSES	701-9200-600.250.000	627.74
NESTOR GALVAN	6/22/2020	ARMANDO'S SMOG	INSTALL NEW TOOL BOX - UNIT #717	701-9200-600.400.000	122.78
NESTOR GALVAN	6/22/2020	CENTRAL VALLEY AIRLESS INC	SPEEFLO INLET STRAINER - UNIT #806	701-9200-600.256.000	137.63
NESTOR GALVAN	6/22/2020	FIRE APPARATUS SOLUTIONS	TURN SIGNAL SWITCH - UNIT #8510	701-9200-600.256.000	158.74
NESTOR GALVAN	7/10/2020	TIFCO INDUSTRIES	STEEL WELDED TABLE	701-9200-600.305.000	391.50
NESTOR GALVAN	6/23/2020	TIFCO INDUSTRIES	90 GAL SAFETY CABINETS	701-9200-600.305.000	3,895.34
NESTOR GALVAN	6/23/2020	O'REILLY AUTO PARTS	OIL FILTERS - STOCK	701-9200-600.250.000	21.04
NESTOR GALVAN	6/23/2020	O'REILLY AUTO PARTS	AIR/CABIN FILTERS - STOCK	701-9200-600.250.000	30.33
NESTOR GALVAN	6/23/2020	CAMACHO TIRES	4 NEW TIRES - UNIT #231	701-9200-600.255.000	705.00
NESTOR GALVAN	6/24/2020	TIFCO INDUSTRIES	DISPOSABLE UTILITY MASKS	701-9200-600.250.000	146.29
NESTOR GALVAN	6/24/2020	O'REILLY AUTO PARTS	DRAIN COCK - UNIT #806	701-9200-600.256.000	4.65
NESTOR GALVAN	6/24/2020	O'REILLY AUTO PARTS	AIR PLUGS - STOCK	701-9200-600.256.000	6.94
NESTOR GALVAN	6/24/2020	GRAINGER	DESICCANT AIR DRYER - UNIT #806	701-9200-600.256.000	518.93
NESTOR GALVAN	6/25/2020	CAMACHO TIRES	2 NEW TIRES - UNIT #2112	701-9200-600.255.000	220.00
NESTOR GALVAN	6/25/2020	NELSON'S POWER CENTER	FAN HOUSING, VALVE, SHAFT - UNIT #4226	701-9200-600.256.000	182.16
NESTOR GALVAN	6/25/2020	NELSON'S POWER CENTER	NEW CARBURETOR - UNIT #4222	701-9200-600.256.000	110.50
NESTOR GALVAN	6/25/2020	NELSON'S POWER CENTER	REPLACE BLADE BOLT - UNIT #4409	701-9200-600.400.000	223.34
NESTOR GALVAN	6/25/2020	THE MOWERS EDGE INC	EDGER WHEELS - STOCK	701-9200-600.256.000	341.83
NESTOR GALVAN	6/26/2020	NAPA AUTO PARTS	SHUT OFF - UNIT #806	701-9200-600.256.000	2.78
NESTOR GALVAN	6/26/2020	GRAINGER	4 GALLON DESICCANT - UNIT #806	701-9200-600.250.000	194.91
NESTOR GALVAN	6/26/2020	SWANSON FAHRNEY FORD	REPLACED STEERING GEAR - UNIT #185	701-9200-600.457.000	2,668.20
NESTOR GALVAN	6/29/2020	O'REILLY AUTO PARTS	OIL FILTERS/GASKET - UNIT #716	701-9200-600.256.000	43.59

US BANK INVOICE FOR CALCARD CHARGES: 6/23/20-7/22/20

TRANSACTION					
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
NESTOR GALVAN	6/29/2020	O'REILLY AUTO PARTS	EXMARK BLADES - UNIT #3208	701-9200-600.256.000	210.49
NESTOR GALVAN	6/29/2020	NELSON'S POWER CENTER	EXMARK BLADES - UNIT #3206	701-9200-600.256.000	254.54
NESTOR GALVAN	6/29/2020	NELSON'S POWER CENTER	FLAT IDLER PULLEYS FOR EXMARKS	701-9200-600.256.000	114.51
NESTOR GALVAN	6/29/2020	NAPA AUTO PARTS	RADIATOR HOSE - CREDIT	701-9200-600.256.000	(4.01)
NESTOR GALVAN	6/29/2020	THE MOWERS EDGE INC	THROTTLE CONTROL - UNIT #4400	701-9200-600.256.000	30.03
NESTOR GALVAN	6/29/2020	NAPA AUTO PARTS	AIR FILTER - UNIT #716	701-9200-600.256.000	67.61
NESTOR GALVAN	6/29/2020	NAPA AUTO PARTS	COOLANT RESERVOIR, GASKET-UNIT #716	701-9200-600.256.000	82.10
NESTOR GALVAN	6/29/2020	NAPA AUTO PARTS	RADIATOR HOSES, SHOCK - UNIT #716	701-9200-600.256.000	157.28
NESTOR GALVAN	6/29/2020	NAPA AUTO PARTS	MAY TRAC BILLING	701-9200-600.400.000	169.00
NESTOR GALVAN	6/30/2020	CAMACHO TIRES	2 NEW TIRES - UNIT #8508	701-9200-600.255.000	1,580.00
NESTOR GALVAN	6/30/2020	SWANSON FAHRNEY FORD	OIL CHANGE - UNIT #1005	701-9200-600.457.000	68.57
NESTOR GALVAN	7/1/2020	THE MOWERS EDGE INC	WHEEL, 4 CYCLE OIL- UNIT #3304	701-9200-600.256.000	128.72
NESTOR GALVAN	7/1/2020	NAPA AUTO PARTS	JACK, TRAILER WIRE - UNIT #2112	701-9200-600.256.000	68.32
NESTOR GALVAN	7/1/2020	NAPA AUTO PARTS	HOOK - UNIT #2120	701-9200-600.256.000	10.84
NESTOR GALVAN	7/2/2020	LES SCHWAB TIRES	L2 TUBELESS TIRES-UNIT #1606	701-9200-600.255.000	3,144.70
NESTOR GALVAN	7/7/2020	CAMACHO TIRES	REPAIR FLAT - UNIT #190	701-9200-600.400.000	20.00
NESTOR GALVAN	7/7/2020	NAPA AUTO PARTS	BLADES FOR EXMARKS - STOCK	701-9200-600.256.000	234.18
NESTOR GALVAN	7/7/2020	FAST UNDERCAR	TCTL POLICE PAD - UNIT #1002	701-9200-600.256.000	72.42
NESTOR GALVAN	7/7/2020	A-OKAY AUTO BODY SHOP	BODY REPAIRS - FRONT DOOR, CAB, BED PANEL - UNIT #7	701-9200-600.400.000	1,495.48
NESTOR GALVAN	7/8/2020	O'REILLY AUTO PARTS	PIN BOOT KIT, BRAKE LUBE - UNIT #1005	701-9200-600.256.000	48.46
NESTOR GALVAN	7/8/2020	FAST UNDERCAR	ROTORS, PADS - UNIT #228	701-9200-600.256.000	451.27
NESTOR GALVAN	7/9/2020	O'REILLY AUTO PARTS	FAN ASSEMBLY - UNIT #173	701-9200-600.256.000	201.97
NESTOR GALVAN	7/9/2020	O'REILLY AUTO PARTS	BATTERY TERMINAL - UNIT #196	701-9200-600.256.000	8.12
NESTOR GALVAN	7/9/2020	NAPA AUTO PARTS	STARTER SOLENOID - UNIT #196	701-9200-600.256.000	58.75
NESTOR GALVAN	7/10/2020	NAPA AUTO PARTS	ADAPTER,AIR HOSE,GRAB HOOK -STOCK	701-9200-600.250.000	28.93
NESTOR GALVAN	7/10/2020	CAMACHO TIRES	INSTALL NEW TIRE - UNIT #1006	701-9200-600.255.000	200.00
NESTOR GALVAN	7/10/2020	NELSON'S ACE HARDWARE	BUSING HEX'S FOR PW WATER HOSE	702-9300-600.250.000	28.81
NESTOR GALVAN	7/10/2020	NELSON'S ACE HARDWARE	BUSING HEX'S FOR PW WATER HOSE	702-9300-600.250.000	15.37
NESTOR GALVAN	7/10/2020	NELSON'S ACE HARDWARE	COUPLINGS, CONNECTOR FITTINGS - YARD	702-9300-600.250.000	23.29
NESTOR GALVAN	7/14/2020	TIFCO INDUSTRIES	NUTS, WASHERS, FITTINGS - STOCK	701-9200-600.250.000	1,017.22
NESTOR GALVAN	7/14/2020	NAPA AUTO PARTS	HYDRAULIC HOSE/FITTINGS - UNIT 8510	701-9200-600.256.000	105.82
NESTOR GALVAN	7/14/2020	CAMACHO TIRES	REPAIR TIRE - UNIT #1605	701-9200-600.400.000	75.00
NESTOR GALVAN	7/14/2020	THE MOWERS EDGE INC	EXMARK MULCH KIT	701-9200-600.256.000	430.82
NESTOR GALVAN	7/14/2020	THE MOWERS EDGE INC	NEW TIRES,WHEELS, BLADES - UNIT #3204	701-9200-600.400.000	1,112.21
NESTOR GALVAN	7/16/2020	O'REILLY AUTO PARTS	LATEX GLOVES	701-9200-600.250.000	93.40
NESTOR GALVAN	7/16/2020	MIRROR FINISH POLISHES	BE-LEVEL RUSH, SHAMMIES-PW	701-9200-600.250.000	102.40
NESTOR GALVAN	7/16/2020	MIRROR FINISH POLISHES	DEGREASER, SOAP-STOCK	701-9200-600.250.000	168.13
NESTOR GALVAN	7/16/2020	CALIFORNIA INDUSTRIAL RUBBER	GARDEN HOSE COUPLINGS - PW YARD	701-9200-600.250.000	44.95
NESTOR GALVAN	7/17/2020	VISION GLASS WERX	REPLACE PASSENGER SIDE WINDOW-UNIT #502	701-9200-600.400.000	173.50
NESTOR GALVAN	7/17/2020	VISION GLASS WERX	REPLACE WINDSHIELD - UNIT #190	701-9200-600.400.000	399.97
NESTOR GALVAN	7/18/2020	O'REILLY AUTO PARTS	BATTERY - UNIT #193	701-9200-600.256.000	164.28
NESTOR GALVAN	7/19/2020	O'REILLY AUTO PARTS	MICRO-V BELT - UNIT #197	701-9200-600.256.000	17.84
NESTOR GALVAN	7/20/2020	TIFCO INDUSTRIES	AIR HOSE WHIP, TORCH KIT	701-9200-600.250.000	306.88

US BANK INVOICE FOR CALCARD CHARGES: 6/23/20-7/22/20

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
NESTOR GALVAN	7/20/2020	O'REILLY AUTO PARTS	WHEEL CYLINDER - UNIT #725	701-9200-600.256.000	12.54
NESTOR GALVAN	7/21/2020	O'REILLY AUTO PARTS	DEF	701-9200-600.250.000	119.21
NESTOR GALVAN	7/21/2020	O'REILLY AUTO PARTS	INTAKE MANIFOLD, SPARK PLUG-UNIT 191	701-9200-600.256.000	49.82
NESTOR GALVAN	7/21/2020	O'REILLY AUTO PARTS	BATTERY - UNIT #198	701-9200-600.256.000	39.88
NESTOR GALVAN	7/21/2020	NELSON'S ACE HARDWARE	WHEEL, BALL BEARING WHEEL-EDGERS	701-9200-600.256.000	310.60
NESTOR GALVAN	7/21/2020	NELSON'S ACE HARDWARE	ARM, WHEEL - UNIT #3306	701-9200-600.256.000	81.06
NESTOR GALVAN	7/21/2020	NELSON'S ACE HARDWARE	SERVICE & ADJUSTED VALVES - UNIT #4302	701-9200-600.256.000	84.59
NESTOR GALVAN	7/21/2020	NELSON'S ACE HARDWARE	REPLACED BLADE COVER - UNIT #4407	701-9200-600.256.000	190.19
NESTOR GALVAN	07/07/2020	NAPA AUTO PARTS	TRANSMISSION FLUID - UNIT #8508	701-9200-600.254.000	3.89
NICOLETTE ANDERSEN	6/22/2020	SIGN UP GENIUS	ONLINE AUDITION SIGN UP SUBSCRIPTION	605-4300-600.400.000	24.99
NICOLETTE ANDERSEN	7/9/2020	AMAZON PRIME	PRIME MEMBERSHIP	605-4300-600.400.000	14.09
POLICE DEPT NO 1	6/23/2020	PEAVEY CORP	EVIDENCE SUPPLIES	100-2100-600.250.000	408.70
POLICE DEPT NO 1	6/24/2020	GALLS	EQUIPMENT	100-2100-600.250.000	160.22
POLICE DEPT NO 1	6/25/2020	AMAZON	COVID CLEANING SUPPLIES/ EQUIPMENT	100-2100-600.250.000	92.06
POLICE DEPT NO 1	6/25/2020	AMAZON	NARCOTIC STORAGE SUPPLIES	100-2100-600.250.000	282.04
POLICE DEPT NO 1	6/25/2020	SURF THRU WASH	CAR WASH/ UN-KEPT VEHICLE	100-2100-600.400.000	14.00
POLICE DEPT NO 1	6/26/2020	OFFICE DEPOT	EVIDENCE SUPPLIES	100-2100-600.250.000	110.36
POLICE DEPT NO 1	6/28/2020	AMAZON	EVIDENCE SUPPLIES	100-2100-600.250.000	214.02
POLICE DEPT NO 1	6/30/2020	PEAVEY CORP	EVIDENCE SUPPLIES	100-2100-600.250.000	315.38
POLICE DEPT NO 1	6/30/2020	AMAZON	EVIDENCE BAG SEALING MACHINE	100-2100-600.250.000	212.08
POLICE DEPT NO 1	7/1/2020	PEAVEY CORP	EVIDENCE SUPPLIES	100-2100-600.250.000	10.79
POLICE DEPT NO 1	7/1/2020	ARROWHEAD FORENSICS	COVID PRECAUTION SUPPLIES	100-2100-600.250.000	792.83
POLICE DEPT NO 1	7/1/2020	OFFICE DEPOT	COVID PRECAUTION SUPPLIES	100-2100-600.250.000	647.63
POLICE DEPT NO 1	7/1/2020	OFFICE DEPOT	COVID PRECAUTION SUPPLIES/ DISPOSABLE MASKS	100-2100-600.250.000	323.82
POLICE DEPT NO 1	7/7/2020	COPQUEST	OC SPRAY/ EQUIPMENT	100-2100-600.250.000	120.12
POLICE DEPT NO 2	6/20/2020	PET SUPPLIES	K9 FOOD	100-2200-600.250.000	116.55
POLICE DEPT NO 2	7/7/2020	PETCO	K9 FOOD	100-2200-600.250.000	48.09
POLICE DEPT NO 2	7/13/2020	PETCO	K9 FOOD	100-2200-600.250.000	128.51
RECREATION DEPT	7/10/2020	ULINE.COM	DOORKNOB BAGS FOR COVID OUTREACH	100-1500-600.250.000	185.58
REYNA RIVERA	6/22/2020	VINO & BLING	RETIREMENT PLAQUE -POLICE MYRON DYCK	100-2100-600.250.000	50.00
REYNA RIVERA	6/25/2020	SAL'S MEXICAN RESTAURANT	PERSONNEL COMMISSION MEETING	100-1400-610.920.000	49.43
REYNA RIVERA	6/26/2020	ZOOM	MONTHLY WEBINAR SUBSCRIPTION COVID 19	100-1700-600.470.000	54.99
REYNA RIVERA	6/26/2020	G'S RISTORANTE	PERSONNEL COMMISSION MEETING	100-1400-610.920.000	84.55
REYNA RIVERA	7/8/2020	THE HOME DEPOT	LOBBY SUPPLIES COVID 19	100-1700-600.250.000	195.16
REYNA RIVERA	7/16/2020	ANN'S DONUTS	MASK CAMPAIGN MTG EXPENSE COVID 19	100-1700-600.250.000	22.00
ROBERT PETERSEN	7/2/2020	AMAZON	TRAINING BOOTS FOR CAPTAINS	100-2525-610.915.000	143.43
ROBERT PETERSEN	7/3/2020	WPSG, INC.	HAND LIGHT	295-2500-600.305.000	246.73
ROBERT PETERSEN	7/14/2020	TOOLGUY	FENCE CUTTERS	295-2500-600.305.000	215.84
SHANE FERRELL	7/16/2020	PARTYLITE	FRAUDULENT CHARGE	800-0000-121.000.000	36.61
SHANE FERRELL	6/22/2020	CONSOLIDATED ELECTRICAL DIST.	24W LED LAMPS	210-5400-600.250.000	4,486.53
SHANE FERRELL	6/22/2020	CONSOLIDATED ELECTRICAL DIST.	24W & 18W LED LAMPS	210-5400-600.250.000	3,539.42
SHANE FERRELL	6/22/2020	AMAZON	FLOOR CABLE COVER - CITY HALL	702-9300-600.250.000	32.52
SHANE FERRELL	6/24/2020	NELSON'S ACE HARDWARE	PAINT SUPPLIES - BUILDINGS	702-9300-600.370.000	149.70

US BANK INVOICE FOR CALCARD CHARGES: 6/23/20-7/22/20

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
SHANE FERRELL	6/24/2020	NELSON'S ACE HARDWARE	UMBRELLAS -POCKET PARK	100-5300-600.250.000	296.10
SHANE FERRELL	6/24/2020	NELSON'S ACE HARDWARE	PAINT SUPPLIES - SALAZAR CENTER	702-9300-600.370.000	241.08
SHANE FERRELL	6/24/2020	NELSON'S ACE HARDWARE	GRAFFITI PAINT - STREETS	210-5400-600.250.000	86.56
SHANE FERRELL	6/25/2020	VULCAN MATERIALS	5 TONS COLD MIX - STREETS	210-5400-600.250.000	500.00
SHANE FERRELL	7/15/2020	NELSON'S POWER CENTER	TRIMMER LINE/KILLZ ALL WEED - PARKS	100-5300-600.250.000	180.85
SHANE FERRELL	7/15/2020	NELSON'S POWER CENTER	TRIMMER LINE/KILLZ ALL WEED-STREETS	210-5400-600.250.000	90.43
SHANE FERRELL	7/15/2020	NELSON'S POWER CENTER	TRIMMER LINE/KILLZ ALL WEED - LLMD	220-5300-600.250.000	90.42
SHANE FERRELL	7/16/2020	NELSON'S ACE HARDWARE	CLOGBUSTER/ELECTRICAL SUPPLIES - CH BREAKROOM	702-9300-600.250.000	91.73
SHANE FERRELL	7/16/2020	HOME DEPOT	CEILING FAN, NAILS-CH BREAKROOM	702-9300-600.370.000	232.66
SHANE FERRELL	7/17/2020	NELSON'S ACE HARDWARE	PAINT SUPPLIES - CH BREAKROOM	702-9300-600.370.000	363.34
SHANE FERRELL	7/21/2020	NELSON'S ACE HARDWARE	PAINT FOR STREET LEGENDS	210-5400-600.250.000	43.30
TERESA GALLAVAN	7/2/2020	FRANKLIN PLANNER	OFFICE SUPPLIES	100-1600-600.100.000	43.08
TIM CANNON	6/20/2020	BLUERIDGE ARMOR	ENTRY SHIELD	269-2100-600.305.000	3,450.00
					<u>84,700.38</u>

PAYROLL TRANSACTIONS**CHECK REGISTER**

Date	Check No.	Amount
8/21/2020	116208-116215	\$3,202.65

Remittance Checks

Date	Check No.	Amount
8/21/2020	116216-116221	\$16,362.86

ACH Payment

Date	Description	Amount
8/21/2020	PR AUG 21 20	\$184,410.38

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

September 8, 2020

ITEM NO: 2.

SUBJECT: Council request to discuss a solar project for the City of Selma

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

DISCUSSION:

The City Manager received a request from Mayor Pro Tem Guerra to discuss a solar project for the City of Selma.

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



Teresa Gallavan, City Manager

9-1-20

Date

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

September 8, 2020

ITEM NO: 3.

SUBJECT: Consideration of a Resolution approving a request to enter into a Memorandum of Understanding (MOU) between the City of Selma and American Legion Post #12

RECOMMENDATION: Approve and Authorize City Manager to execute MOU with the American Legion Post #12 for the purpose of allocating responsibility for the improvements at Lincoln Park, and payment of associated costs.

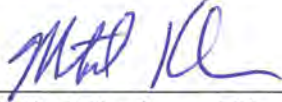
BACKGROUND: Lincoln Park was established in 1912, and a portion of the Park, known as Veterans Plaza, which is generally located at the corner of Mill and McCall Avenue was dedicated to veterans to honor their service to our country, on July 6, 1999.

On May 25, 2019 (Memorial Day 2019) a ceremony was held in which American Legion Post 12 ("Amerian Legion") had a monument constructed and placed within the plaza.

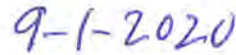
DISCUSSION: City staff has been discussing a development agreement for improvements to the Lincoln Park Veteran's Plaza with American Legion Commander Eliseo Zuniga. The City and American Legion recommend making improvements to the Veteran's Plaza area of the Park to honor our Nation's Veterans. American Legion proposes additional improvements to the Veteran's Plaza area of the Park including the addition of four statues (Attachment B. – Drawings/Attachment C. - Statue Under Construction); four new cement benches to replace the existing benches; replacement of the existing flagpole; raising the height and replacing of the outer masonry wall to the height of the inner masonry wall; and the installation of new landscaping including bushes, trees, and plants. The masonry improvements are estimated to not exceed \$10,000.00 in which the American Legion will cover the costs, as well as covering all costs relating to the statues, park benches and lighting. In addition, American Legion will contribute \$500.00 annually to the City for improvements and maintenance. The City will continue to be responsible for the day to day sprinklers, plants and upkeep of the plaza. American Legion also agrees to assist the City with repairs and/or damages to the statues, wall and lighting if needed.

The Annual Christmas Tree location will remain in the center of the plaza during the Christmas Holidays. In addition based on the size and appearance, the Santa House will be moved to outside of the plaza during the holidays. The project goal is to have a dedication on Veteran's Day, November 11, 2020 if COVID-19 recommendations have been lifted. If the dedication can't be held, staff and American Legion have agreed to select a date when permitted based on the current situation.

RECOMMENDATION: Approve and Authorize City Manager to execute MOU with the American Legion Post #12 for the purpose of allocating responsibility for the improvements at Lincoln Park, and payment of associated costs.



Mikal Kirchner, Director of Recreation



Date



Teresa Gallavan, City Manager



Date

RESOLUTION NO. 2020 –

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA, APPROVING A REQUEST TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF SELMA AND AMERICAN LEGION POST #12

WHEREAS, the City is the owner of Lincoln Park ("Park"), generally located at McCall Avenue and Rose Avenue, in downtown Selma; and

WHEREAS, the American Legion is a patriotic veterans organization devoted to mutual helpfulness, and is the nation's largest wartime veterans service organization; and

WHEREAS, the Park was established in 1912, and a portion of the Park, known as Veterans Plaza, which is generally located at the corner of Mill and McCall Avenue was dedicated to veterans to honor their service to our country, on July 6, 1999; and

WHEREAS, the City and the American Legion desire to partner to make improvements in the Veteran's Plaza area of the Park to honor our nation's veterans; and

WHEREAS, the American Legion proposes improvements to the Veteran's Plaza area of the Park including the addition of four statutes; four new cement benches to replace the existing benches; replacement of the existing flagpole; raising the height of the outer masonry wall to the height of the inner masonry wall; and the installation of new landscaping including bushes, trees, and plants, collectively, the "Landscaping Improvements"; and

WHEREAS, the City and the American Legion desire to enter into this MOU for the purpose of allocating responsibility for the improvements at the Park, and payment of associated costs.

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

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

SECTION 2. The American Legion Post #12 is a valuable community partner, and consistently works with the City to promote community events, provide resources for a stronger economy and create and maintain a sense of community pride. The MOU serves as a public purpose in that the plaza improvements aim to attract many residents and individuals from neighboring communities to the City's Lincoln Park, and downtown area, thereby serving as vehicle to recognize and honor all branches of the United States Armed Forces.

SECTION 3. The City Council hereby approves the City Manager to enter into the MOU on behalf of the City of Selma with American Legion Post #12.

SECTION 4. The American Legion Post #12 shall comply with the City's Municipal Code during construction and shall 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 8th day of September, 2020, by the following vote:

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

Louis Franco, Mayor

ATTEST:

Reyna Rivera, City Clerk

MEMORANDUM OF UNDERSTANDING**(Veteran's Plaza)**

This Memorandum of Understanding ("MOU") is made and entered into this ____ day of ____, 2020, ("Effective Date") by and between the City of Selma, a municipal corporation (the "City") and Selma Post #12 American Legion, a California corporation, (the "American Legion"). City and American Legion are collectively referred to herein as the "Parties" and individually as "Party."

RECITALS

WHEREAS, the City is the owner of Lincoln Park ("Park"), generally located at McCall Avenue and Rose Avenue, in downtown Selma; and

WHEREAS, the American Legion is a patriotic veterans organization devoted to mutual helpfulness, and is the nation's largest wartime veterans service organization; and

WHEREAS, the Park was established in 1912, and a portion of the Park, known as Veterans Plaza, which is generally located at the corner of Mill and McCall Avenue was dedicated to veterans to honor their service to our country, on July 6, 1999; and

WHEREAS, the City and the American Legion desire to partner to make improvements in the Veteran's Plaza area of the Park to honor our nation's veterans; and

WHEREAS, the American Legion proposes improvements to the Veteran's Plaza area of the Park including the addition of four statutes; four new cement benches to replace the existing benches; replacement of the existing flagpole; raising the height of the outer masonry wall to the height of the inner masonry wall; and the installation of new landscaping including bushes, trees, and plants, collectively, the "Landscaping Improvements"; and

WHEREAS, the City and the American Legion desire to enter into this MOU for the purpose of allocating responsibility for the improvements at the Park, and payment of associated costs.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the City and the American Legion agree as follows:

1. Design of Park Improvements and Payment of Costs. Without the requirement of notice or demand on the part of the City, American Legion shall provide the City with the conceptual drawing and plans of the Landscaping Improvements at the Park, within 90 days of the Effective Date of this MOU, unless extended in writing by the Parties. The American Legion shall pay all costs and expenses associated with the conceptual drawings of the Landscaping Improvements.

Approval of Landscaping Improvements. Without the requirement of notice or demand on the part of the American Legion, the City shall analyze the conceptual drawing's design, and compliance with local, state, and federal laws and regulations within 90 days of the conceptual drawing's completion, unless extended in writing by the Parties. The City, in its sole and absolute discretion, shall preserve the right to reject the conceptual drawing and plans for Landscaping Improvements, with or without cause. In the event the City approves the conceptual drawings, the American Legion shall transfer all rights, title and interest in the drawings to the City, as permitted by law.

2. Deposit of Estimated Costs. Upon approval by the City of the Landscaping Improvements, the City shall cause an engineer's estimate to be performed to determine the value of the work. Prior to the City's issuance of a Request for Proposals for the Landscaping Improvements, American Legion shall deposit with the City the total amount of the engineer's estimate, plus a 20 percent contingency ("Deposit"). Within 30 days of receipt of the Deposit, unless extended in writing by the Parties, the City shall put the Landscape Improvements out to bid, in accordance with all applicable laws.

3. Review of Bids. In the event the lowest responsive and responsible bid received by the City exceeds the engineer's estimate, the City shall notify the American Legion in writing, within five days. The American Legion shall then have ten days to deposit with the City the difference between the original engineer's estimate and the amount of the lowest bid, plus the 20 percent contingency ("Increased Deposit"), or it may terminate this Agreement in its sole discretion. In the event the American Legion fails to submit the Increased Deposit, the City shall have no obligation to award the project.

4. City's Obligations. Within 45 days of receipt of the bids for the Landscaping Improvements, and the Increased Deposit (if required), the City shall award the bid to the lowest responsive and responsible bidder, as required by law, or may reject all bids and complete the Landscaping Improvements using its own forces, in which case, the American Legion is still responsible for all costs associated therewith. In exchange for the American Legion's Landscaping Improvements, in the Veteran's Plaza area of the Park, the City shall, at its sole cost and expense, remove all tree stumps; remove all tree roots or cut them to ground level; adjust the sprinkler system to accommodate the new landscaping; and shall remove the banner signs and poles directly in front of Veteran's Plaza by August 31, 2019, unless extended in writing by the Parties ("City Improvements"). The City Improvements may be included in the bid documents for the project, however the American Legion shall not be responsible for any payments related to the City Improvements, and said costs shall not be included in the American Legion's Deposit, or Increased Deposit.

5. Increased Costs During Construction. In the event there are change orders during construction of the Landscaping Improvements that cause the cost of the project to exceed the amount of the Deposit or Increased Deposit, the City shall notify the American Legion within five days of learning of the increased costs. The American Legion shall then have ten days to deposit with the City the additional project costs.

6. Ownership of Landscaping Improvements.

Upon installation of any statue, and acceptance of any landscape or other improvements in Veterans Plaza by the City, that were performed under this Agreement, the American Legion hereby donates Landscaping Improvements to the City.

7. Maintenance Costs. American Legion shall pay to the City by June 30 each year, the amount of \$500 for maintenance costs, including the upkeep, repair or replacement of the Landscape Improvements, including the statues, park benches, masonry and lighting, but not limited to (Maintenance Cost). In the event of some necessary replacement, repair, or damage to the Landscape Improvements, American Legion will be notified of the estimated cost and given the opportunity to repair or replace the damaged item, at its cost. If American Legion fails to pay for such repair or replacement, the City may after ten days' notice to American Legion remove the damaged article, or, repair or replace it. The City will provide the maintenance relating to the sprinklers, trees and plant landscaping, plaza cleaning, mowing, etc. Motor vehicles shall not be allowed on the Plaza itself with the exception of maintenance vehicles as required by the City of Selma.

8. Holiday Tree. The Parties agree that the Landscaping Improvements shall not interfere with the City's placement of the City's annual holiday tree.

9. Termination of MOU. Prior to the award of any bid for the Landscape Improvements, under this MOU, either Party may terminate this MOU by written notice to the other Party so long as notice of intent to terminate is given to the other Party at least five (5) calendar days prior to termination. After the award of a bid for the Landscape Improvements, City may terminate this Agreement for any lawful reason, or cause, by giving ninety (90) days written notice and during that ninety day period, American Legion may remove all statues, benches and other masonry items installed as part of the Landscape Improvements. If removal of those improvements shall require, despite reasonably diligence of American Legion, longer than ninety days an additional sixty (60) days shall be granted American Legion within which to remove all such statutes, benches and other masonry improvements. Any removal of any item or article by American Legion following the service of a Notice to Terminate the Agreement by the City shall be carried out in a manner that leaves the real property in the condition it would have been had these articles not been installed. Lawful reason or cause to terminate includes any reason the City Council of City determines to in the interest of the City. Termination of this Agreement must be based on a four-fifth's (4/5's) vote of the City Council. Upon termination of this MOU, the City shall refund to American Legion any unencumbered Deposit/Increased Deposit amount. Pursuant to the provisions of Section 6 herein, all rights and interest in any of the Landscaping Improvements that are not removed prior to the expiration of the giving of ninety days Notice of Termination by the City, or any extension of said ninety day period, shall them become the property of the City.

10. Term. This MOU shall commence on the Effective Date and shall terminate as set forth in Section 9 herein.

11. Notices. Notices shall be given pursuant to this MOU by personal service on the Party to be notified, or by written notice upon such Party deposited in the custody of the United States Postal Service addressed as follows:

If to American Legion:

American Legion Post #12.
1245 Nebraska Avenue
Selma, CA 93662
Current Commander

If to City:

City of Selma
1710 Tucker Street
Selma, California 93662
Attention: City Manager

With a Copy To:

Neal Costanzo, City Attorney
575 E Locust Ave #115
Fresno, CA 93720

12. Indemnification in Agreements Related to the Landscaping Improvements.

The Parties agree that any contract for services rendered under any competitive bid documents or other agreement related to the Landscaping Improvements, shall include an indemnification provision wherein the successful bidder shall defend, hold harmless and indemnify the City and the American Legion, and any and all of their officials, employees and agents, from and against all claims, liabilities, costs, expenses, loss or damages of any nature whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any consultant and/or contractor's failure to perform its covenants and obligations under any agreement arising out of any agreement and any of its operations or activities related thereto.

13. Indemnification Under this MOU. American Legion shall indemnify, hold harmless, and defend the City, its officers, agents, and employees, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, this MOU.

In the event the City, its officers, employees, agents and/or volunteers are made a party to any action, claim, lawsuit, or other adversarial proceeding arising from the this MOU, and upon demand by City, American Legion shall have an immediate duty to defend the City at American Legion's cost or at City's option, to reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

14. The Parties understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this MOU and also govern the interpretation of this MOU. Any litigation concerning this MOU shall take place in the municipal, superior, or federal district court in Fresno County, California. If any action at law or

suit in equity is brought to enforce or interpret the provisions of this MOU, or arising out of or relating to this MOU, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled.

15. This MOU contains the entire understanding between the Parties relating to the obligations of the Parties described in this MOU. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this MOU or with respect to the terms and conditions of this MOU, are merged into this MOU and shall be of no further force or effect. Each Party is entering into this MOU based solely upon the representations set forth herein and upon each Party's own independent investigation of any and all facts such Party deems material.

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

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

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

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

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

21. The person or persons executing this MOU on behalf of each Party represents and warrants that he/she has the authority to execute this MOU on behalf of that Party and has the authority to bind that Party to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the City and American Legion have caused this Memorandum of Understanding to be executed as of the Effective Date.

"CITY"
CITY OF SELMA

By: _____
Teresa Gallavan, City Manager

ATTEST:

Reyna Rivera, City Clerk

Approved as to Form:

Neal Costanzo, City Attorney

"AMERICAN LEGION"
SELMA POST #12
AMERICAN LEGION

By: _____
Eliseo Zuniga, Commander





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

September 8, 2020

ITEM NO: 4.

SUBJECT: Consideration of designation of voting delegate for League Conference and direction of City's position on the League Resolution to amend Section 230 of the Decency Act of 1996 to require social media companies to remove materials which promote criminal activities

DISCUSSION: Each year, before the annual League Conference, all cities are asked to designate their voting delegate(s). This delegate is authorized to vote on behalf of their city on all League ordinances, resolutions, by-laws or policy changes (attached).

The League of California Cities Annual Conference is scheduled for October 7-9, 2020, to be held virtually this year due to health and safety factors relating to the COVID-19 pandemic. The League's General Assembly will convene on the last day of the conference for the Annual Business Meeting in order to consider and take action on resolutions that establish League policy. Each member city of the League of California Cities may, with the approval of the City Council, designate a city official as their Designated Voting Delegate and, in the event that the Designated Voting Delegate is unable to serve in that capacity, up to two Alternate Voting Delegates. Designated Voting Delegates and Alternates must be registered to attend the Annual Conference. A staff member can be appointed to fill the voting role in the event that no Councilmember plans to attend, or as an alternate delegate.

The League Resolution for Council consideration includes the following resolution:

A Resolution calling for an amendment of Section 230 of the Communications Decency Act of 1996 to require social media companies to remove materials which promote criminal activities.

RECOMMENDATION: 1) Council appoint a voting delegate and alternate for the League of California Cities annual conference. 2) Council consider City's position of League Resolution and provide voting delegate(s) direction.

/s/

Teresa Gallavan, City Manager

09/03/2020

Date



August 21, 2020

To: Mayors, City Managers and City Clerks

From: Melanie Perron, Deputy Executive Director, Advocacy and Public Affairs

Re: League's 2020 Annual Conference Resolution Packet

Please find an enclosed copy of the 2020 Resolution Packet for the League of California Cities' 2020 Annual Conference and Expo being held virtually October 7 – 8. The conference announcement has previously been sent to all cities and we hope that you and your colleagues will be able to join us. More information about the conference is available on the League's Web site at www.cacities.org/ac.

One resolution has been submitted. The attached packet contains the proposed resolution, background materials supplied by the sponsors, supporting letters from cities and city officials, and League staff analyses for the resolution. The packet also includes detailed information on the League's resolution process. A copy of the resolution packet is posted on the League's website for your convenience: www.cacities.org/resolutions.

Voting Delegates: In order to vote during the General Assembly, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity. If your city has not already done so, Please complete the Voting Delegate form and return it to the League's office no later than Wednesday, September 30. This will allow us time to establish voting delegate/alternate records prior to the conference. The General Assembly will be held virtually on Friday, October 9 at 11:00 a.m. (subject to change).

We encourage each city council to consider the resolution and to determine a city position so that your voting delegate can represent your city's position on the resolution. Should you have any questions regarding the attached material, please contact Meg Desmond at mdesmond@cacities.org or by phone 916-837-6822.



***Annual Conference
Resolutions Packet***

2020 Annual Conference Resolutions



October 7 – 9, 2020

INFORMATION AND PROCEDURES

RESOLUTIONS CONTAINED IN THIS PACKET: The League bylaws provide that resolutions shall be referred by the president to an appropriate policy committee for review and recommendation. Resolutions with committee recommendations shall then be considered by the General Resolutions Committee at the Annual Conference.

This year, one resolution has been introduced for consideration at the Annual Conference and referred to League policy committees.

POLICY COMMITTEES: Two policy committees will meet virtually at the Annual Conference to consider and take action on the resolution referred to them. The committees are: Governance, Transparency & Labor Relations and Public Safety. These committees will meet virtually on Tuesday, September 29, with the Governance, Transparency and Labor Relations Policy Committee meeting from 9:30 – 11:30 a.m. and the Public Safety Policy Committee meeting from 1:00 – 3:00 p.m. The sponsor of the resolution has been notified of the time and location of the meeting.

GENERAL RESOLUTIONS COMMITTEE: This committee will meet virtually at 1:00 p.m. on Thursday, October 8, to consider the reports of the policy committees regarding the resolutions. This committee includes one representative from each of the League's regional divisions, functional departments and standing policy committees, as well as other individuals appointed by the League president.

GENERAL ASSEMBLY: This meeting will be held virtually at 11:00 a.m. on Friday, October 9.

PETITIONED RESOLUTIONS: For those issues that develop after the normal 60-day deadline, a resolution may be introduced at the Annual Conference with a petition signed by designated voting delegates of 10 percent of all member cities (48 valid signatures required) and presented to the Voting Delegates Desk at least 24 hours prior to the time set for convening the Annual Business Meeting of the General Assembly. This year, that deadline is 12:30 p.m., Thursday, October 8.

Any questions concerning the resolutions procedures may be directed to Meg Desmond at the League office: mdesmond@cacities.org or (916) 658-8224

KEY TO ACTIONS TAKEN ON RESOLUTIONS

Resolutions have been grouped by policy committees to which they have been assigned.

Number	Key Word Index	Reviewing Body Action		
		1	2	3
		1 - Policy Committee Recommendation to General Resolutions Committee		
		2 - General Resolutions Committee		
		3 - General Assembly		

GOVERNANCE, TRANSPARENCY & LABOR RELATIONS POLICY COMMITTEE

		1	2	3
1	Amendment to Section 230 of The Communications Decency Act of 1996			

PUBLIC SAFETY POLICY COMMITTEE

		1	2	3
1	Amendment to Section 230 of The Communications Decency Act of 1996			

1. A RESOLUTION OF THE GENERAL ASSEMBLY OF THE LEAGUE OF CALIFORNIA CITIES CALLING FOR AN AMENDMENT OF SECTION 230 OF THE COMMUNICATIONS DECENCY ACT OF 1996 TO REQUIRE SOCIAL MEDIA COMPANIES TO REMOVE MATERIALS WHICH PROMOTE CRIMINAL ACTIVITIES

Source: City of Cerritos

Concurrence of five or more cities/city officials

Cities: City of Hawaiian Gardens, City of Lakewood, City of Ontario, City of Rancho Cucamonga, City of Roseville

Referred to: Governance, Transparency and Labor Relations and Public Safety Policy Committees

WHEREAS, local law enforcement agencies seek to protect their communities' residents, businesses, and property owners from crime; and

WHEREAS, increasingly, criminals use social media platforms to post notices of places, dates and times for their followers to meet to commit crimes; and

WHEREAS, Section 230 of the Communications Decency Act of 1996 currently provides online platforms (including social media platforms) immunity from civil liability based on third-party content and for the removal of content; and

WHEREAS, in the 25 years since Section 230's enactment, online platforms no longer function simply as forums for the posting of third-party content but rather use sophisticated algorithms to promote content and to connect users; and

WHEREAS, the United States Department of Justice, in its June 2020 report, "Section 230 — Nurturing Innovation or Fostering Unaccountability?," concluded the expansive interpretation courts have given Section 230 has left online platforms immune from a wide array of illicit activity on their services, with little transparency or accountability, noting it "makes little sense" to immunize from civil liability an online platform that purposefully facilitates or solicits third-party content or activity that violates federal criminal law; and

WHEREAS, current court precedent interpreting Section 230 also precludes state and local jurisdictions from enforcing criminal laws against such online platforms that, while not actually performing unlawful activities, facilitate them; and

WHEREAS, amendment of Section 230 is necessary to clarify that online platforms are not immune from civil liability for promoting criminal activities; and

NOW, THEREFORE, BE IT RESOLVED at the League General Assembly, assembled at the League Annual Conference on October 9, 2020 in Long Beach, California, that the League calls upon the U.S. Congress to amend Section 230 of the Communications Decency Act of 1996 to condition immunity from civil liability on the following:

Background Information to Resolution

Source: City of Cerritos

Background:

Social media platforms are now used as a primary means of communication, including by criminals who use them to advertise locations, dates, and times where the criminal acts will take place. Such communications, because they occur online, render the online platform immune from any civil liability for the costs incurred by law enforcement agencies that respond under Section 230 of the Communications Decency Act of 1996. Immunity from civil liability extends even to injunctive relief, thus preventing local governments from merely seeking an injunction against the online platform to have such a post removed.

The City of Cerritos supports the rights of free speech and assembly guaranteed under the First Amendment, but believes cities should have the ability to hold social media companies liable for their role in promoting criminal acts. Recently, the City suffered thousands of dollars in damages to respond to online threats that the Cerritos Mall would be looted. Anonymous posts on Instagram.com invited followers to “work together to loot Cerritos [M]all” only several days after the Lakewood Mall had been looted, causing thousands of dollars in damages. The posts were made under the names “cerritosmalllooting” and “cantstopusall,” among others. The City of Cerritos had no choice but to initiate response to protect the Mall and the public from this credible threat.

At the same time local governments face historic shortfalls owing to the economic effects of COVID-19, the nation’s social media platforms are seeing a record rise in profits. The broad immunity provided by Section 230 is completely untenable. Online platforms should be held responsible—and liable—for the direct harm they facilitate. Local governments are in no position to bear the costs of the crimes facilitated by these companies alone.

Congress is currently reviewing antitrust legislation and by extension, Section 230’s immunity provisions. The League urges Congress to amend Section 230 to limit the immunity provided to online platforms when they promote criminal activity to provide local governments some measurable form of relief.

While social media allows people to connect in real time with others all over the world, organized illegal activity using social media is made easier by the anonymous nature of virtual interactions.

Nation's Reaction to the Murder of George Floyd:

Shortly after the senseless killing of George Floyd by law enforcement on May 26, 2020, civil unrest began as local protests in the Minneapolis–Saint Paul metropolitan area of Minnesota before quickly spreading nationwide to more than 2,000 cities and towns across the United States, and in approximately 60 countries in support of the Black Lives Matter movement. Protests unfolded across the country throughout the entire month of June and into July, and persisted in a handful of cities such as Portland and Seattle into the month of August.

Although the majority of protests were peaceful, some demonstrations in cities escalated into riots, looting, and street skirmishes with police. While much of the nation's focus has been on addressing police misconduct, police brutality, and systemic racism, some have used demonstrators' peaceful protests on these topics as opportunities to loot and/or vandalize businesses, almost exclusively under the guise of the "Black Lives Matter" movement. It has been uncovered that these "flash robs"¹ were coordinated through the use of social media. The spontaneity and speed of the attacks enabled by social media make it challenging for the police to stop these criminal events as they are occurring, let alone prevent them from commencing altogether.

As these events started occurring across the country, investigators quickly began combing through Facebook, Twitter, and Instagram seeking to identify potentially violent extremists, looters, and vandals and finding ways to charge them after — and in some cases before — they sow chaos. While this technique has alarmed civil liberties advocates, who argue the strategy could negatively impact online speech, law enforcement officials claim it aligns with investigation strategies employed in the past.

Section 230 and other Constitutional Concerns

At its core, Section 230(c)(1) of the CDA provides immunity from liability for providers and users of an "interactive computer service" who publish information provided by third-party users. Essentially, this protects websites from lawsuits if a user posts something illegal, although there are exceptions for copyright violations, sex work-related material, and violations of federal criminal law.

Protections from Section 230 have come under more recent scrutiny on issues related to hate speech and ideological biases in relation to the influence technology companies can hold on political discussions.

Setting aside Section 230, there are some potential constitutional issues one could raise, should there be an attempt to implement such a resolution into statute.

¹ The "flash robs" phenomenon—where social media is used to organize groups of teens and young adults to quickly ransack and loot various retail stores—began to occur sporadically throughout the United States over the past ten years.

“The growth of online platforms in recent years raises important questions about applying the ideals of the First Amendment to modern communications technology. Today, many Americans follow the news, stay in touch with friends and family, and share their views on current events through social media and other online platforms. As a result, these platforms function in many ways as a 21st century equivalent of the public square.

Twitter, Facebook, Instagram, and YouTube wield immense, if not unprecedented, power to shape the interpretation of public events; to censor, delete, or disappear information; and to control what people see or do not see.”

Ultimately the President implores the U.S. Attorney General to develop a proposal for federal legislation that “would be useful to promote the policy objectives of this order.” The President is not subtle in communicating his desire to ultimately see legislation heavily slanted toward the preservation of free speech on social media, which some interpret as a maneuver to preempt Twitter and Facebook from regulating speech they otherwise deem as hateful or demonstrably false.

Considerations for Congress

Courts have generally construed Section 230 to grant internet service providers broad immunity for hosting others’ content. Many have claimed that Section 230’s immunity provisions were critical to the development of the modern internet, and some continue to defend Section 230’s broad scope. But simultaneously, a variety of commentators and legislators have questioned whether those immunity provisions should now be narrowed, given that the internet looks much different today than it did in 1996 when Section 230 was first enacted.

One way for Congress to narrow Section 230’s liability shield would be to create additional exceptions, as it did with FOSTA and SESTA². If a lawsuit does not fall into one of the express exceptions contained in Section 230(e)³, courts may have to engage in a highly fact-specific inquiry to determine whether Section 230 immunity applies: Section 230(c)(1) immunity will be inapplicable if the provider itself has developed or helped to develop the disputed content, while Section 230(c)(2) immunity may not apply if a service provider’s decision to restrict access to content was not made in good faith.

Date Storage and Usage Considerations for Cities

Section 2 of the conditions the resolution applies to civil immunity requires that online platforms provide relevant information to law enforcement to assist in the identification and apprehension of persons who use the services of the platform to solicit and to engage in criminal activity. This section would most likely require the development of new procedures and protocols that govern law enforcements usage and retention of such information. Those new policies and procedures would undoubtedly raise privacy concerns depending on how wide the latitude is for law

² The Fight Online Sex Trafficking Act (FOSTA) and the Stop Enabling Sex Traffickers Act (SESTA) create an exception to Section 230 that means website publishers *would* be responsible if third parties are found to be posting ads for prostitution — including consensual sex work — on their platforms.

³ Section 230(e) says that Section 230 will not apply to: (1) federal criminal laws; (2) intellectual property laws; (3) any state law that is “consistent with” Section 230; (4) the Electronic Communications Privacy Act of 1986; and (5) civil actions or state prosecutions where the underlying conduct violates federal law prohibiting sex trafficking.

Questions to Consider:

Many cities obviously believe that creating civil liability for social media platforms—due to their role in providing the communication mediums for those who organize looting attacks— is key to deterring this organized criminal activity.

If such a change was actually passed by Congress, it would force social media to essentially police every conversation on stakeholders' respective platforms, putting immense pressure on the industry to make subjective determinations about what conversations are appropriate and what are unacceptable.

At the end of the day, there are a few questions to consider in assessing this proposed resolution:

- 1) *What would this resolution's impact be on free speech and government censorship?*
- 2) *What are the expectations for cities when they receive information from a social media platform about a potentially credible threat in their respective communities? Does a city become liable for having information from a social media platform and the threat occurs?*
- 3) *What would the costs be to develop and maintain new data governance policies, including data infrastructure, to store this information?*
- 4) *What is the role of the League in engaging in issues relating to someone's privacy?*

Support:

The following letters of concurrence were received:

City of Hawaiian Gardens
City of Lakewood
City of Ontario
City of Rancho Cucamonga
City of Roseville



"Our Youth - Our Future"

CITY OF HAWAIIAN GARDENS

August 7, 2020

John Dunbar, President
jdunbar@yville.com
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Dunbar:

On August 3, 2020, the Cerritos City Council approved to sponsor a **Resolution of the City Council of the City of Cerritos Submitting to the League of California Cities General Assembly a Proposed Resolution Regarding Support of Legislation Related to Social Media Platform Accountability for Promotion of Criminal Acts.**

This proposed resolution with the required background information will be submitted to the League of California Cities for consideration by the General Assembly at the Annual Conference on October 9, 2020. (Attachments 1 and 2) The intent of the resolution is to address the use of social medial platforms for posting information that leads followers to meet and commit crimes and to also hold these platforms and the persons who post said information civilly and criminally accountable for all costs incurred by the local jurisdictions where the crimes occurred.

The public safety efforts in the City of Hawaiian Gardens would certainly benefit from such legislation. This letter serves to support the City of Cerritos in their efforts to submit of the above mentioned resolution to the League of California Cities for consideration at the 2020 Annual Conference.

Sincerely,



Ernie Hernandez
City Manager

cc Blanca Pacheco, President, LA County Division/League of California Cities - bpacheco@downeyca.org
Meg Desmond, League of California Cities - mdesmond@cacities.org
Kristine Guerrero, LA County Division/League of California Cities - kguerrero@cacities.org
Kathy Matsumoto, Assistant City Manager, City of Cerritos - kmatsumoto@cerritos.us

CITY OF

303 EAST "B" STREET, CIVIC CENTER ONTARIO



ONTARIO

CALIFORNIA 91764-4105

(909) 395-2000

FAX (909) 395-2070

PAUL S. LEON
MAYOR

DEBRA DORST-PORADA
MAYOR PRO TEM

ALAN D. WAPNER
JIM W. BOWMAN
RUBEN VALENCIA
COUNCIL MEMBERS

SCOTT OCHOA
CITY MANAGER

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

August 6, 2020

John Dunbar, President
jdunbar@yville.com
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Dunbar:

On August 3, 2020, the Cerritos City Council approved to sponsor a **Resolution of the City Council of the City of Cerritos Submitting to the League of California Cities General Assembly a Proposed Resolution Regarding Support of Legislation Related to Social Media Platform Accountability for Promotion of Criminal Acts.**

This proposed resolution with the required background information will be submitted to the League of California Cities for consideration by the General Assembly at the Annual Conference on October 9, 2020. (Attachments 1 and 2) The intent of the resolution is to address the use of social media platforms for posting information that leads followers to meet and commit crimes and to also hold these platforms and the persons who post said information civilly and criminally accountable for all costs incurred by the local jurisdictions where the crimes occurred.

This letter serves to support the City of Cerritos in their efforts to submit the above-mentioned resolution to the League of California Cities for consideration at the 2020 Annual Conference.

Sincerely,

Alan D. Wapner
Council Member
League of California Cities Board Member

c: Blanca Pacheco, President, LA County Division/League of California Cities - bpacheco@downeyca.org
Meg Desmond, League of California Cities - mdesmond@cacities.org
Kristine Guerrero, LA County Division/League of California Cities - kguerrero@cacities.org
Kathy Matsumoto, Assistant City Manager, City of Cerritos - kmatsumoto@cerritos.us



City Council
311 Vernon Street
Roseville, California 95678

August 7, 2020

John Dunbar, President
jdunbar@yville.com
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Dunbar:

On August 3, 2020, the Cerritos City Council approved to sponsor a **Resolution of the City Council of the City of Cerritos Submitting to the League of California Cities General Assembly a Proposed Resolution Regarding Support of Legislation Related to Social Media Platform Accountability for Promotion of Criminal Acts.**

This proposed resolution with the required background information will be submitted to the League of California Cities for consideration by the General Assembly at the Annual Conference on October 9, 2020. (Attachments 1 and 2) The intent of the resolution is to address the use of social media platforms for posting information that leads followers to meet and commit crimes and to also hold these platforms and the persons who post said information civilly and criminally accountable for all costs incurred by the local jurisdictions where the crimes occurred.

On behalf of the City of Roseville, this letter serves to support the City of Cerritos in their efforts to submit the above mentioned resolution to the League of California Cities for consideration at the 2020 Annual Conference.

Sincerely,

John B. Allard II,
Mayor

Cc: Blanca Pacheco, President, LA County Division/League of California Cities - bpacheco@downeyca.org
Meg Desmond, League of California Cities - mdesmond@cacities.org
Kristine Guerrero, LA County Division/League of California Cities - kguerrero@cacities.org
Kathy Matsumoto, Assistant City Manager, City of Cerritos - kmatsumoto@cerritos.us
Jason Gonsalves, Joe A. Gonsalves and Son

ITEM NO: 5.

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

RECOMMENDATION:

Staff recommends that Council allocate General Fund dollars in the FY 2020-21 budget, that will be freed up by \$301,715 of direct CARES Act funding the City will receive, to the following:

- 1) \$60,000 to COVID-19 related expenses including personal protective equipment (PPE), telework expenses, facility modifications, marketing/outreach materials and training;
 - 2) \$60,000 for business relief grant funds;
 - 3) \$30,000 for senior meals; and,
 - 4) \$151,715 for budget contingency in the event revenue projections fall short due to impacts of COVID-19 on the economy.
-
-

BACKGROUND:

The City of Selma has been allocated \$301,715 in direct CARES Act funding. The State declared 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: 1) by July 20, 2020, its attestation certification, indicating the City will adhere to State Executive Orders and California Department of Public Health orders, directives, and guidance; and 2) by September 4, 2020, its planned public safety expenditures. CARES Act funding will be received by the City in six disbursements. The first two disbursements were received as follows: \$50,286 on July 30, 2020 and \$50,286 on August 24, 2020. The Department of Finance will submit the September payment schedule to the State Controller's Office (SCO) on the 10th and payments will be processed within 10-14 days. Following the review of September expenditure information from local governments and consultation with the California Department of Public Health and CalOES, a final payment schedule will be submitted to the SCO for the remaining funds.

DISCUSSION:


The pandemic has had devastating impacts. Businesses have suffered losses from multiple closures and expenses to reconfigure their operations to reopen safely. While our vulnerable senior community continues to shelter in place, meal delivery operations are still a vital part of serving this community. And while the City has adopted a balanced budget based on our best projections for revenues, the pandemic is lasting longer than initially anticipated and its financial impacts difficult to forecast. For these reasons, staff recommends City Council to consider allocating the \$301,715 in freed up general funds to the following allocations:

- 1) \$60,000 to COVID-19 related expenses including PPE, telework expenses, facility modifications, marketing/outreach materials and training; to date the City has spent approximately \$17,289 on such expenses;
- 2) \$60,000 for business relief grant funds; staff will place an item on the next agenda proposing how such a program might work;
- 3) \$30,000 for senior meals for approximately three months until CDBG funding is available; and,
- 4) \$151,715 for budget contingency in the event revenue projections fall short due to impacts of COVID-19 on the economy.

RECOMMENDATION:

Staff recommends that Council allocate General Fund dollars in the FY 2020-21 budget, that will be freed up by \$301,715 of direct CARES Act funding the City will receive, to the following:

- 1) \$60,000 to COVID-19 related expenses including personal protective equipment (PPE), telework expenses, facility modifications, marketing/outreach materials and training;
- 2) \$60,000 for business relief grant funds;
- 3) \$30,000 for senior meals; and,
- 4) \$151,715 for budget contingency in the event revenue projections fall short due to impacts of COVID-19 on the economy.


Teresa Gallavan, City Manager

9-2-20
Date

ITEM NO: 6.

SUBJECT: Consideration of Letter of Support for Fresno County Economic Development Corporation (EDC) Application to the Department of Commerce Economic Development Administration (EDA) to Continue Central Valley Training Center Program at City Leased Facility

RECOMMENDATION: Authorize the City Manager to execute letter of support for Fresno County Economic Development Corporation (EDC) to the Department of Commerce Economic Development Administration (EDA) to apply for a grant to extend Training Center program.

DISCUSSION: On April 22, 2020, the City of Selma executed a contract with the High Speed Rail Authority (HSR) to develop, manage, and implement a job-training program. This program will target but is not limited to women, minorities, veterans, ex-offenders, at risk and disconnected young adults, and other underrepresented individuals residing in Fresno, Kings, Tulare, Madera, Merced, and Kern Counties. Within a course of a year, multiple classes will be held with an estimated class size of 35-40 students. To complete the program the City partnered with the Fresno County Economic Development Corporation (EDC) and entered into a lease with Selma Business Park, LLC for a 28,800 square foot warehouse space located on 1775 Park Street in Selma.

In an effort to extend this program past the funded one year, the EDC will be submitting an application to the EDA's FY 2020 Public Works and Economic Adjustment Assistance Program that is a part of the CARES Act Funding. The application will note the \$832,125 received from the HSR contract as a match to reflect our communities support for the program. In addition, in the lease with Selma Business Park, LLC an option for three single year extensions has been included. This option will allow the program to stay in Selma and continue with no interruptions for up to an additional three years.

Continuation of the program has always been the long-term objective to assist Selma residents and other surrounding communities to develop the necessary skills to obtain quality jobs. If the EDA grant is awarded, the City and the EDC will continue with their partnership but the lease will be fully funded by the grant. If not, the lease will terminate after the first year with no outstanding obligation.

RECOMMENDATION: Authorize the City Manager to execute letter of support for Fresno County Economic Development Corporation (EDC) to the Department of Commerce Economic Development Administration (EDA) to apply for a grant to extend Training Center program

/s/

09/03/2020

Isaac Moreno, Assistant City Manager

Date



9-2-20

Teresa Gallavan, City Manager

Date

September 8, 2020

Lee Ann Eager
President/CEO
Fresno County Economic Development Corporation
906 N. Street, Suite 120
Fresno, CA 93721

RE: EDA CARES Funding Application - Central Valley Training Center

Dear Ms. Eager:

The City of Selma is writing in support of the Fresno County Economic Development Corporation's (EDC) proposal to the Department of Commerce Economic Development Administration (EDA) for the Central Valley Training Center's pre-apprenticeship training program. Funding through the 2020 EDA Public Works and Economic Adjustment Assistance Program is truly exciting. We are pleased to see that a gap in the workforce in the construction trades can be addressed through the EDC's efforts here in the Central Valley.

Due to COVID-19, the economic downturn has hit businesses and constituents in the Central Valley extremely hard. As a result of the current downturn in the economy, many adults are realizing that the lack of a secondary credential is a barrier to getting a good job or entering a training program to qualify for a new career.

The City of Selma fully supports your efforts and our continued partnership will be a vital asset to the creation of a skilled workforce, serving as a pathway to self-sufficiency for so many in our community. This Pre-Apprenticeship Training Program will not only contribute to the economic growth of our region but hopefully, we will see a reduction in crime and poverty. We are certain that this is a stepping stone for positive return on investments and sustainable career opportunities.

This letter represents a commitment by the City of Selma to provide \$832,125 in matching support for the Central Valley Training Center as direct cash by the California High Speed Rail Authority to carry out the work on this project. The City of Selma has secured site control of the property located at 1775 Park Avenue in Selma, CA, with multi-year options expressed in its lease agreement with the property owner. We further **acknowledge that the EDC is acting in cooperation with officials of the City of Selma.**

As our region continues to grow, and with commitments from the Fresno County Department of Social Services, State Center Community College District and other community partners, we strongly support the proposed continuation of the training center.

Should you have any questions regarding this matter, I can be reached at 559-891-2200 or TERESAG@CITYOFSELMA.COM. Thank you.

Sincerely,

Teresa Gallavan
City Manager
City of Selma

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

September 8, 2020

ITEM NO:

7.

SUBJECT: Consideration and Necessary Action on Resolution accepting Right of Way and Easements as shown on Parcel Map No. 2020-0006, for the property located northwest of the intersection of E. Floral Ave and Highway 99, APN: 348-191-06S and 348-191-18 and Conditionally Approving Final Parcel Map

RECOMMENDATION: Adopt the Resolution approving Final Parcel Map No. 2020-0006 and accepting dedications of right-of-way and a public utility easement on behalf of general public and authorizing City Manager to develop and execute development agreement required by Government Code 664462.

DISCUSSION: Tentative Parcel Map 2020-0006 was approved by the Planning Commission on May 26, 2020 and by the City Council on June 15, 2020. The Final Map has been submitted and reviewed by the city and is consistent with the approved Tentative Map. The council has a ministerial duty to approve a Final Map that conforms to the Tentative Map. The Final Map includes dedication of right-of-way and a public utility easement, and pursuant to Section 1806 of the Streets and Highways Code, the City Council must accept the dedications.

A geometric approval drawing (GAD) was required to be prepared in the Conditions of approval to determine the required right-of-way dedication. The GAD was reviewed by the City Engineer and the required right-of-way determined to be necessary for the ultimate improvements to Floral Avenue are correctly reflected on PM 2020-0006. Dedication of a public utility easement along the project frontage is also shown for dedication on PM 2020-0006.

Staff has reviewed this map and found it to be consistent with the approved Tentative Parcel Map. In order to finalize PM 2020-0006 and submit to the County for recordation, the City Council must approve the map and accept the dedication of right-of-way and the public utility easement.

RECOMMENDATION: Adopt the Resolution approving Final Parcel Map No. 2020-0006 and accepting dedications of right-of-way and a public utility easement on behalf of general public and authorizing City Manager to develop and execute development agreement required by Government Code 664462.

/s/
Joseph Daggett, City Engineer

09/03/2020
Date

/s/
Teresa Gallavan, City Manager

09/03/2020
Date

RESOLUTION NO. 2020-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SELMA APPROVING FINAL PARCEL MAP NO. 2020-0006 AND
ACCEPTING DEDICATIONS ON BEHALF OF THE GENERAL PUBLIC**

WHEREAS, on May 26, 2020, the Planning Commission approved a tentative parcel map, and on June 15, 2020 the City Council approved a tentative map, with conditions, to subdivide approximately 34.19 acres into five parcels (labeled Parcel A-E) varying in size from 2.96 acres to 9.16 acres. Proposed Parcel A is 6.50 acres, Parcel B is 2.96 acres, Parcel C is 9.16 acres, Parcel D is 7.36 acres, and Parcel E is 7.39 acres; and

WHEREAS, pursuant to Chapter 6 of Title 9 of the Selma Municipal Code (SMC) a parcel map is required for divisions of property into 5 parcels or more. Where improvements to be dedicated to City are required, by the terms of the tentative map approved by the City Council, the developer is required to enter into an agreement with the City as a condition to approval of the final parcel map and the agreement must require completion of such improvements at the developer's expense and performance of the agreement shall be guaranteed by the security required by Government Code §66499; and

WHEREAS, the developer has submitted for approval a final parcel map prepared under the direction of the City Engineer based upon a survey in accordance with the Subdivision Map Act and with City ordinances; and

WHEREAS, the City Engineer has examined the Final Parcel Map No. 2020-0006 and the parcel is shown substantially the same as it appeared on the Approved Tentative Map and any approved alterations thereof and that map complies with the provisions of the Selma Municipal Code and with all applicable laws at the time of approval of the tentative map and the City Engineer has certified the final map as technically correct; and

WHEREAS, the conditions for approval of the Tentative Parcel Map No. 2020-0006 requires improvements within and adjacent to the subdivision and satisfaction of certain other conditions; and

WHEREAS, the conditions for approval of the Tentative Parcel Map require certain improvements within and adjacent to the subdivision on certain parcels of land and such parcels or easements as necessary to be offered for dedication to the City in fee for public use in conformity with the conditions of the Tentative Parcel Map; and

WHEREAS, the provisions of Government Code §66462 require an agreement and the provision of appropriate security for completion of improvements to be dedicated to the City in specified amounts, consistent with the Subdivision Map Act. The developer shall be required to enter into a development agreement providing for such security and completion of such improvements at the developer's expense in accordance with Government Code §66462.

NOW, THEREFORE, the City Council resolves as follows:

1. The foregoing recitals are true and correct and are incorporated fully herein and made a part of this Resolution.
2. The Final Map No. 2020-0006 is approved subject to the conditions provided for by the City Council Resolution No. 2020-32 and the Council accepts on behalf of the City, subject to construction, all parcels of land and easements offered for dedication in fee for public use in conformity with the terms of the offer of the dedication as reflected in the Final Map and the Clerk is authorized to execute the City Clerk statement and acceptance of such dedications contained in the Parcel Map No. 2020-0006. The City Engineer is authorized to have the final Parcel Map fully executed and to record the map in the official records of Fresno County.
3. The City Manager shall develop and the developer and City Manager shall execute the agreement required by Government Code §66462, requiring the developer to complete public improvements required to be dedicated to the City at the developer's expense and to guarantee performance of the agreement by the security required by Government Code §66499. In the event the developer is not agreeable to terms of such an agreement proposed by the City Manager, the developer may appeal to this Council for a determination as to whether the agreement proposed by the City Manager is the agreement required by Government Code §66462. If the agreement conforms to the provisions of that statute, however, the developer shall be prohibited from developing pursuant to the final map unless and until the agreement is executed and the security required has been duly posted.

The foregoing resolution was duly approved by the Selma City Council at a regular meeting held on the 8th day of September, 2020 by the following vote, to wit:

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

Louis Franco, Mayor

ATTEST:

Reyna Rivera, City Clerk

BEING A PORTION OF THE SOUTHWEST QUARTER OF
SECTION 36, T 15 S, R 21 E, M D B & M
IN THE CITY OF SELMA, COUNTY OF FRESNO, STATE OF CALIFORNIA
SURVEYED AND PLATTED IN JUNE 2020 BY YAMABE & HORN ENGINEERING, INC
SHEET 2 OF 2



	All Parks	Alleys	Berry Pk	Brentlinger Pk	City Hall	Corp Yard	Ditch banks	Dog Pound	Downtown	Drain Inlet	Fire Dept	Fire Training Facility	Home	Islands	Lincoln Pk	LLMD #1	LLMD #11	LLMD #2	LLMD #3	LLMD #4	LLMD #5	LLMD #7	LLMD #8	Mark's Pond	Medians	Nebraska Pond	Other	Peter Ringo	Pioneer Village	Pocket Park	Police Dept	Pump Stations	Salazar	Senior Center	Shafer Park	Sidewalks	Signals	Signs	Streets	Trees/Streets	Grand Total		
Row Labels																																											
Asphalt Work						4					2																														6		12
Carpenter Work																									1																		1
Cleaning (outside)	70		12	52	5.5	19		2	53.5	2				65.5	6	45.5	4	47	11.5	52.5	5.5		20	6.5	84.5	2		19	41.5	3	1	1	10.5		96.5	3				14		756	
Custodial Work					44	15.5																									26		12.5								98		
Electrical work				0.5	4.5				1																			25								2	1				34		
Flags/Banners/Decor/etc.									9																																	9	
Graffiti																											1														1.5		2.5
Hauling/Loading		0.5			9	12																			1		1.5					0.5									2.5		27
Landscaping																																										1	2
Leaf Pick-up						1.5																																				1.5	
Mechanical						1																																				1	
Meetings						14																																				15	
Mowing/Renovating			14	54.5		1.5		7	22					8	12	16.5	2.5	5.5		5	3.5		11.5	8		11		22	36			11		58.5							310		
New Construction					2	2					1																															5	
Painting					1.5	4																																				166	172
Plumbing									2																																		2
Pruning									2									1	3																						2	5	13
Removal					1.5				0.5										1														5				4.5			2	2	16.5	
Renovating					5																																					5	
Repairing			2		4	11.5			8.5		2.5			31.5	6.5	10		20		2	2	2		1				2	0.5	7.5					37	3		7	1	2	164		
Sick Leave													25																													25	
Spraying			4	5		3	1	1	8					3.5	5	12	3	23	13			1	3.5	2	4	4	18	5.5				3		5								128	
Supervision					1	21																					4									1						27	
Survey																																											1
Sweeping																																											151
Vacation Leave													111																														111
Grand Total	70	0.5	32	112	78	110	1	10	107	2	4.5	1	136	109	29.5	84	9.5	96.5	28.5	59.5	11	3	35	18.5	89.5	17	24.5	73.5	78	10.5	27	6	25	12.5	199	12.5	2	8	346	10	2088		

Public Works
June 2020

Row Labels	All Parks	Alleys	Basin	Berry Pl	Brentlinger Pl	City Hall	Corp Yard	Ditch banks	Dog Pound	Downtown	Drain Inlet	Fire Dept	Fire Training Facility	Home	Islands	Lincoln Pl	LLMD #1	LLMD #11	LLMD #2	LLMD #3	LLMD #4	LLMD #5	LLMD #8	LLMD#4	Mark's Pond	Medians	Nebraska Pond	Other	Parking Lots	Peter Ringo	Pioneer Village	Police Dept	Salazar	Senior Center	Shafter Park	Sidewalks	Signals	Signs	St Lights	Storm Drains	Streets	Trees/Streets	Weed & Seed	Grand Total				
Asphalt Work																	2.5																											4.5		7		
Bereavement																																													1.5		1.5	
Cleaning (outside)	60			37	6.5	2	30.5	4	3	67.5					19.5	30.5	118	49	39.5	28	22	46	45.5	6	2	18		4	8	20	9.5		5.5		31	8.5						5				726		
Concrete Work											3.5																																			3.5		
COVID-19						2																																							2			
Custodial Work					48.3	17.5																										35.5		19.5											121			
Electrical work																1																	1.5			1.5	5							9				
Flags/Banners/Decor/etc.									4																									1.5											4			
Grading																												4																	4			
Hauling/Loading		3					24			19.5																			5.5							1							2			55		
Inventory							3																																						3			
Landscaping																																													6			
Mechanical							2																																						2			
Meetings							3																						4																	7		
Mowing/Renovating			2.5	11.5	48		1.5		2.5	19					19	18.5	17		8.5		7.5	7.5	15		6.5	4	6.5			14.5	14		8.5		52											284		
New Construction							18					5.5	66																																	89.5		
Painting							4																						9																	307		320
Plumbing																																		0.5												0.5		
Pruning																																														2.5		
Removal					3	2							56				4.5			1									1					0.5												3	71	
Repairing					20.5		2.5		2	3	26				16.5	5	22	1	36.5	19.5	12.5	3	1		1		28.5			6	3		6	3	14.5		1	1	2	1.5	2		2.5		243			
Sick Leave														49.5																																49.5		
Spraying							5.5		4						3		2	3	13.5			4	10.5					3																	4.5		53	
Supervision							19																																							3	22	
Sweeping		18																																												174	192	
Vacation Leave														55.5																																	55.5	
Workman's Comp																														3																	3	
Grand Total	60	21	2.5	48.5	78	54.3	131	4	7.5	117	29.5	5.5	122	105	58	59.5	162	53	98	48.5	42	60.5	72	6	9.5	22	35	33.5	8	40.5	26.5	36	22	23.5	100	12.5	2.5	6	2	1.5	503	5	2.5		2336			

CALIFORNIA DEPARTMENT OF JUSTICE
DIVISION OF CALIFORNIA JUSTICE INFO. SERVICES
CRIMINAL JUSTICE STATISTICS CENTER

UNIFORM CRIME REPORT - RETURN A
ACTUAL OFFENSES REPORTED AND CLEARED
BY JURISDICTION
JANUARY THROUGH DECEMBER 2014

CC3211
PAGE 215
PRINTED 03/27/2015

SELMA

OFFENSE		REPORTED	OFFENSES UNFOUNDED	ACTUAL	TOTAL	CLEARANCES UNDER 18
HOMICIDE	MURDER AND NONNEGLIGENT MANSLAUGHTER	0	0	0	0	0
	MANSLAUGHTER BY NEGLIGENCE	0	0	0	0	0
FORCE RAPE	RAPE BY FORCE	14	0	14	6	0
	ASSAULT TO RAPE - ATTEMPTS	0	0	0	0	0
	TOTAL PORCIBLE RAPE	14	0	14	6	0
ROBBERY	FIREARM	2	0	2	1	0
	KNIFE OR CUTTING INSTRUMENT	3	0	3	3	0
	OTHER DANGEROUS WEAPON	9	0	9	3	1
	STRONG-ARM (HANDS, FISTS, FEET, ETC)	6	0	6	1	0
	TOTAL ROBBERY	20	0	20	8	1
ASSAULT	FIREARM	32	0	32	14	1
	KNIFE OR CUTTING INSTRUMENT	21	0	21	15	1
	OTHER DANGEROUS WEAPON	45	0	45	37	6
	HANDS, FISTS, FEET, ETC. - AGGRAVATED	22	0	22	16	4
	OTHER ASSAULTS - NOT AGGRAVATED	217	0	217	145	26
	TOTAL ASSAULT	337	0	337	227	38
BURGLARY	FORCIBLE ENTRY	121	0	121	15	1
	UNLAWFUL ENTRY - NO FORCE	88	0	88	32	0
	ATTEMPTED FORCIBLE ENTRY	16	0	16	2	1
	TOTAL BURGLARY	225	0	225	49	2
LARCENY	TOTAL LARCENY - THEFT EXCEPT MOTOR VEH.	552	0	552	91	10
M.V. THEFT	AUTOS	149	0	149	5	1
	TRUCKS AND BUSES	53	0	53	0	0
	OTHER VEHICLES	7	0	7	1	0
	TOTAL MOTOR VEHICLE THEFT	209	0	209	6	1
GRAND TOTAL		1,357	0	1,357	387	52

***** LAW ENFORCEMENT OFFICERS KILLED OR ASSAULTED *****

FEL.-KILLED ACC.-KILLED ASSAULTS
0 0 6

MOTOR VEHICLES RECOVERED
TYPE NUMBER

VALUE BREAKDOWN - LARCENY - THEFT (EXCEPT M.V.)

VALUE	ACTUAL	VALUE STOLEN
OVER \$400	139	\$234,414
\$200 TO \$400	77	\$19,521
\$50 TO \$200	112	\$11,306
UNDER \$50	224	\$3,109
TOTAL LARCENY	552	\$268,350

LOC STOLEN	LOC RECOVERED	LOC STOLEN RECOVERED OTHER	TOTAL LOC STOLEN RECOVERED
63	99	162	

STOLEN OTHER RECOVERED LOC 35

CALIFORNIA DEPARTMENT OF JUSTICE
DIVISION OF CALIFORNIA JUSTICE INFO. SERVICES
CRIMINAL JUSTICE STATISTICS CENTER

UNIFORM CRIME REPORT - RETURN A
ACTUAL OFFENSES REPORTED AND CLEARED
BY JURISDICTION
JANUARY THROUGH DECEMBER 2015

CC3211
PAGE 197
PRINTED 02/08/2016

SELMA

OFFENSE		REPORTED	OFFENSES UNFOUNDED	ACTUAL	TOTAL CLEARANCES	UNDER 18
HOMICIDE	MURDER AND NONNEGLIGENT MANSLAUGHTER	4	0	4	2	1
	MANSLAUGHTER BY NEGLIGENCE	0	0	0	0	0
FORCE RAPE	RAPE BY FORCE	16	0	16	6	0
	ASSAULT TO RAPE - ATTEMPTS	0	0	0	0	0
	TOTAL FORCIBLE RAPE	16	0	16	6	0
ROBBERY	FIREARM	9	0	9	2	0
	KNIFE OR CUTTING INSTRUMENT	1	0	1	0	0
	OTHER DANGEROUS WEAPON	10	0	10	4	2
	STRONG-ARM (HANDS, FISTS, FEET, ETC)	14	0	14	5	2
	TOTAL ROBBERY	34	0	34	11	4
ASSAULT	FIREARM	46	0	46	4	0
	KNIFE OR CUTTING INSTRUMENT	37	0	37	21	4
	OTHER DANGEROUS WEAPON	37	0	37	24	3
	HANDS, FISTS, FEET, ETC. - AGGRAVATED	14	0	14	9	3
	OTHER ASSAULTS - NOT AGGRAVATED	273	1	272	171	22
	TOTAL ASSAULT	407	1	406	229	32
BURGLARY	FORCIBLE ENTRY	125	0	125	6	0
	UNLAWFUL ENTRY - NO FORCE	51	0	51	5	0
	ATTEMPTED FORCIBLE ENTRY	32	0	32	0	0
	TOTAL BURGLARY	208	0	208	11	0
LARCENY TOTAL LARCENY - THEFT EXCEPT MOTOR VEH.		633	0	633	60	2
M.V. THEFT	AUTOS	175	0	175	8	0
	TRUCKS AND BUSES	33	0	33	2	0
	OTHER VEHICLES	11	0	11	5	1
	TOTAL MOTOR VEHICLE THEFT	219	0	219	15	1
GRAND TOTAL		1,531	1	1,520	334	40

***** LAW ENFORCEMENT OFFICERS KILLED OR ASSAULTED *****

FEL.-KILLED ACC.-KILLED ASSAULTS
0 0 5

MOTOR VEHICLES RECOVERED
TYPE NUMBER

VALUE BREAKDOWN...LARCENY-THEFT (EXCEPT M.V.)
VALUE ACTUAL VALUE STOLEN
OVER \$400 181 \$259,804
\$200 TO \$400 97 \$26,154
\$50 TO \$200 150 \$14,943
UNDER \$50 205 \$2,336
TOTAL LARCENY 633 \$303,237

LOC STOLEN LOC RECOVERED 92
LOC STOLEN RECOVERED OTHER 101
TOTAL LOC STOLEN RECOVERED 193

STOLEN OTHER RECOVERED LOC 36

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OFFENSE		REPORTED	OFFENSES UNFOUNDED	ACTUAL	TOTAL	CLEARANCES UNDER 18
HOMICIDE	MURDER AND NONNEGLIGENT MANSLAUGHTER	1	0	1	1	0
	MANSLAUGHTER BY NEGLIGENCE	0	0	0	0	0
FORCE RAPE	RAPE BY FORCE	16	0	16	6	0
	ASSAULT TO RAPE - ATTEMPTS	2	0	2	2	0
	TOTAL FORCIBLE RAPE	18	0	18	8	0
ROBBERY	FIREARM	8	0	8	2	0
	KNIFE OR CUTTING INSTRUMENT	1	0	1	0	0
	OTHER DANGEROUS WEAPON	11	0	11	4	1
	STRONG-ARM (HANDS, FISTS, FEET, ETC)	8	0	8	1	1
	TOTAL ROBBERY	28	0	28	7	2
ASSAULT	FIREARM	160	0	160	25	5
	KNIFE OR CUTTING INSTRUMENT	25	0	25	9	2
	OTHER DANGEROUS WEAPON	43	0	43	20	6
	HANDS, FISTS, FEET, ETC. - AGGRAVATED	23	0	23	13	2
	OTHER ASSAULTS - NOT AGGRAVATED	278	0	278	151	10
	TOTAL ASSAULT	529	0	529	218	25
BURGLARY	FORCIBLE ENTRY	114	0	114	8	0
	UNLAWFUL ENTRY - NO FORCE	75	0	75	6	1
	ATTEMPTED FORCIBLE ENTRY	8	0	8	3	0
	TOTAL BURGLARY	197	0	197	17	1
LARCENY TOTAL LARCENY - THEFT EXCEPT MOTOR VEH.		447	0	447	64	4
M.V. THEFT AUTOS		145	0	145	5	0
	TRUCKS AND BUSES	36	0	36	1	0
	OTHER VEHICLES	2	0	2	1	0
	TOTAL MOTOR VEHICLE THEFT	183	0	183	7	0
GRAND TOTAL		1,403	0	1,403	322	32

***** LAW ENFORCEMENT OFFICERS KILLED OR ASSAULTED *****
FEL.-KILLED ACC.-KILLED ASSAULTS
0 0 7

VALUE BREAKDOWN...LARCENY-THEFT (EXCEPT M.V.)
VALUE ACTUAL VALUE STOLEN
OVER \$400 118 \$156,417
\$200 TO \$400 56 \$15,250
\$50 TO \$200 84 \$8,173
UNDER \$50 189 \$1,641
TOTAL LARCENY 447 \$181,481

MOTOR VEHICLES RECOVERED
TYPE NUMBER
LOC STOLEN LOC RECOVERED 50
LOC STOLEN RECOVERED OTHER 109
TOTAL LOC STOLEN RECOVERED 159

STOLEN OTHER RECOVERED LOC 54

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OFFENSE		REPORTED	OFFENSES UNFOUNDED	ACTUAL	TOTAL	CLEARANCES UNDER 18
HOMICIDE	MURDER AND NONNEGLIGENT MANSLAUGHTER	3	0	3	1	0
	MANSLAUGHTER BY NEGLIGENCE	0	0	0	0	0
FORCE RAPE	RAPE BY FORCE	12	0	12	1	0
	ASSAULT TO RAPE - ATTEMPTS	0	0	0	0	0
	TOTAL FORCIBLE RAPE	12	0	12	1	0
ROBBERY	FIREARM	2	0	2	0	0
	KNIFE OR CUTTING INSTRUMENT	3	0	3	0	0
	OTHER DANGEROUS WEAPON	7	0	7	4	2
	STRONG-ARM (HANDS, FISTS, FEET, ETC)	5	0	5	1	0
	TOTAL ROBBERY	17	0	17	5	2
ASSAULT	FIREARM	164	0	164	14	4
	KNIFE OR CUTTING INSTRUMENT	20	0	20	14	9
	OTHER DANGEROUS WEAPON	55	0	55	26	3
	HANDS, FISTS, FEET, ETC. - AGGRAVATED	21	0	21	18	5
	OTHER ASSAULTS - NOT AGGRAVATED	249	0	249	142	32
	TOTAL ASSAULT	509	0	509	214	53
BURGLARY	FORCIBLE ENTRY	169	0	169	10	1
	UNLAWFUL ENTRY - NO FORCE	129	0	129	20	0
	ATTEMPTED FORCIBLE ENTRY	2	0	2	0	0
	TOTAL BURGLARY	300	0	300	30	1
LARCENY	TOTAL LARCENY - THEFT EXCEPT MOTOR VEH.	411	0	411	68	3
M.V. THEFT AUTOS		126	0	126	1	0
	TRUCKS AND BUSES	30	0	30	0	0
	OTHER VEHICLES	6	0	6	1	1
	TOTAL MOTOR VEHICLE THEFT	162	0	162	2	1
GRAND TOTAL		1,414	0	1,414	321	60

***** LAW ENFORCEMENT OFFICERS KILLED OR ASSAULTED *****
FEL.-KILLED ACC.-KILLED ASSAULTS
0 0 7

VALUE BREAKDOWN...LARCENY-THEFT (EXCEPT M.V.)
VALUE ACTUAL VALUE STOLEN
OVER \$400 119 \$282,418
\$200 TO \$400 59 \$15,982
\$50 TO \$200 92 \$9,881
UNDER \$50 141 \$1,843
TOTAL LARCENY 411 \$310,124

MOTOR VEHICLES RECOVERED
TYPE NUMBER
LOC STOLEN LOC RECOVERED 38
LOC STOLEN RECOVERED OTHER 102
TOTAL LOC STOLEN RECOVERED 140

STOLEN OTHER RECOVERED LOC 28

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OFFENSE		REPORTED	OFFENSES UNFOUNDED	ACTUAL	TOTAL	CLEARANCES UNDER 18
HOMICIDE	MURDER AND NONNEGLIGENT MANSLAUGHTER	3	0	3	1	0
	MANSLAUGHTER BY NEGLIGENCE	0	0	0	0	0
FORCE RAPE	RAPE BY FORCE	21	0	21	5	0
	ASSAULT TO RAPE - ATTEMPTS	2	0	2	2	0
	TOTAL FORCIBLE RAPE	23	0	23	7	0
ROBBERY	FIREARM	4	0	4	1	0
	KNIFE OR CUTTING INSTRUMENT	4	0	4	1	0
	OTHER DANGEROUS WEAPON	4	0	4	0	0
	STRONG-ARM(HANDS, FISTS, FEET, ETC)	4	0	4	0	0
	TOTAL ROBBERY	16	0	16	2	0
ASSAULT	FIREARM	110	0	110	22	4
	KNIFE OR CUTTING INSTRUMENT	31	0	31	17	2
	OTHER DANGEROUS WEAPON	34	0	34	21	1
	HANDS, FISTS, FEET, ETC. - AGGRAVATED	23	0	23	15	0
	OTHER ASSAULTS - NOT AGGRAVATED	239	1	238	137	14
	TOTAL ASSAULT	437	1	436	212	21
BURGLARY	FORCIBLE ENTRY	162	0	162	5	0
	UNLAWFUL ENTRY - NO FORCE	72	0	72	19	0
	ATTEMPTED FORCIBLE ENTRY	5	0	5	0	0
	TOTAL BURGLARY	239	0	239	24	0
LARCENY TOTAL LARCENY - THEFT EXCEPT MOTOR VEH.	344	0	344	66	1	
M.V.THEFT AUTOS		112	0	112	5	1
	TRUCKS AND BUSES	26	0	26	1	0
	OTHER VEHICLES	4	0	4	0	0
	TOTAL MOTOR VEHICLE THEFT	142	0	142	6	1
GRAND TOTAL	1,204	1	1,203	318	23	

***** LAW ENFORCEMENT OFFICERS KILLED OR ASSAULTED *****
FEL.-KILLED ACC.-KILLED ASSAULTS
0 0 5

VALUE BREAKDOWN...LARCENY-THEFT (EXCEPT M.V.)
VALUE ACTUAL VALUE STOLEN
OVER \$400 82 \$185,211
\$200 TO \$400 46 \$12,512
\$50 TO \$200 82 \$9,058
UNDER \$50 134 \$2,382
TOTAL LARCENY 344 \$209,163

MOTOR VEHICLES RECOVERED
TYPE NUMBER
LOC STOLEN LOC RECOVERED 40
LOC STOLEN RECOVERED OTHER 87
TOTAL LOC STOLEN RECOVERED 127
STOLEN OTHER RECOVERED LOC 25

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OFFENSE		REPORTED	OFFENSES UNFOUNDED	ACTUAL	TOTAL	CLEARANCES UNDER 18
HOMICIDE	MURDER AND NONNEGLIGENT MANSLAUGHTER	3	0	3	0	0
	MANSLAUGHTER BY NEGLIGENCE	0	0	0	0	0
FORCE RAPE	RAPE BY FORCE	6	0	6	3	1
	ASSAULT TO RAPE - ATTEMPTS	0	0	0	0	0
	TOTAL FORCIBLE RAPE	6	0	6	3	1
ROBBERY	FIREARM	2	0	2	0	0
	KNIFE OR CUTTING INSTRUMENT	1	0	1	1	0
	OTHER DANGEROUS WEAPON	3	0	3	2	0
	STRONG-ARM (HANDS, FISTS, FEET, ETC)	19	0	19	11	0
	TOTAL ROBBERY	25	0	25	14	0
ASSAULT	FIREARM	18	0	18	3	0
	KNIFE OR CUTTING INSTRUMENT	2	0	2	2	0
	OTHER DANGEROUS WEAPON	6	0	6	6	0
	HANDS, FISTS, FEET, ETC. - AGGRAVATED	25	0	25	15	3
	OTHER ASSAULTS - NOT AGGRAVATED	96	1	95	68	2
	TOTAL ASSAULT	147	1	146	94	3
BURGLARY	FORCIBLE ENTRY	180	0	180	17	0
	UNLAWFUL ENTRY - NO FORCE	21	0	21	1	0
	ATTEMPTED FORCIBLE ENTRY	3	0	3	1	0
	TOTAL BURGLARY	204	0	204	19	0
LARCENY TOTAL LARCENY - THEFT EXCEPT MOTOR VEH.		281	1	280	52	1
M.V. THEFT	AUTOS	80	0	80	4	0
	TRUCKS AND BUSES	33	0	33	9	0
	OTHER VEHICLES	8	0	8	1	0
	TOTAL MOTOR VEHICLE THEFT	121	0	121	14	0
GRAND TOTAL		787	2	785	195	1

***** LAW ENFORCEMENT OFFICERS KILLED OR ASSAULTED. *****
FEL.-KILLED ACC.-KILLED ASSAULTS
0 0 1

VALUE BREAKDOWN...LARCENY-THEFT (EXCEPT M.V.)
VALUE ACTUAL VALUE STOLEN
OVER \$400 83 \$106,116
\$200 TO \$400 39 \$10,857
\$50 TO \$200 81 \$8,534
UNDER \$50 77 \$1,357
TOTAL LARCENY 280 \$126,864

MOTOR VEHICLES RECOVERED
TYPE NUMBER
LOC STOLEN LOC RECOVERED 27
LOC STOLEN RECOVERED OTHER 82
TOTAL LOC STOLEN RECOVERED 109
STOLEN OTHER RECOVERED LOC 25

FILTERS

Filter Month of Submission is from 2020/01/01 until 2020/08/31

Filter Prepared By (Only use "is equal to") is "ROBYN LEWIS"

UCR - Return A

1. Classification of Offenses	2. Offenses Reported or Known to Police	3. Unfounded, I.E. False or Baseless Complaints	4. Number of Actual Offenses (Column 2 Minus Column 3) (Include Attempts)
1. CRIMINAL HOMICIDE			
A - Murder and Nonnegligent Manslaughter	1	0	
B - Manslaughter by Negligence	0	0	
2. Rape Total	4	0	
A - Completed Rape	4	0	
B - Attempts to Commit Rape	0	0	
C - Historical Rape	0	0	
3. Robbery Total	11	0	
A - Robbery - Firearm	1	0	
B - Robbery - Knife or Cutting Instrument	0	0	
C - Robbery - Other Dangerous Weapon	0	0	
D - Robbery - Strong-arm (Hands, Fists, Feet, etc.)	10	0	
4. Assault Total	87	2	
A - Firearm	22	0	
B - Knife or Cutting Instrument	0	0	
C - Other Dangerous Weapon	7	0	
D - Hands, Fists, Feet, etc. — Aggravated Injury	9	0	
E - Simple, Not Aggravated	49	2	
5. Burglary - Breaking and Entering Total	73	0	
A - Forcible Entry	72	0	
B - Unlawful Entry — No Force	1	0	
C - Attempted Forcible Entry	0	0	
6. Larceny - Theft (Except Motor Vehicle Theft) Total	199	0	
7. Motor Vehicle Theft Total	61	0	
A - Autos	43	0	
B - Trucks and Buses	15	0	
C - Other Vehicles	3	0	
GRAND TOTAL	436	2	

April 2020

Month and Year of Report

ROBYN LEWIS

Prepared By

Selma PD

Department

CA0101500

NCIC Agency Number