

Proclamation



Women's History Month

Whereas American women of every race, class, and ethnic background have made historic contributions to the growth and strength of our Nation in countless recorded and unrecorded ways; and

Whereas American women have played and continue to play critical economic, cultural, and social role in every sphere of the life of the Nation by constituting a significant portion of the labor force working inside and outside of the home; and

Whereas American women have played a unique role throughout the history of the Nation by providing the majority of the volunteer labor force of the Nation; and

Whereas American women were particularly important in the establishment of early charitable, philanthropic, and cultural institutions in our Nation; and

Whereas American women of every race, class, and ethnic background served as early leaders in the forefront of every major progressive social change movement; and

Whereas American women have served our country courageously in the military; and

Whereas American women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, and other movements, especially the peace movement, which create a more fair and just society for all; and

Whereas despite these contributions, the role of American women in history has been consistently overlooked and undervalued, in the literature, teaching and study of American history.

NOW, THEREFORE BE IT RESOLVED that we, Mayor Scott Robertson, Mayor Pro Tem Beverly Cho and Council members Sarah Guerra, Blanca Mendoza-Navarro and John Trujillo do hereby proclaim March 2021 as "Women's History Month in the City of Selma.

Presented this 15th day of March, 2021.

Scott Robertson
Mayor of the City of Selma

Entitlement	Project Number	Project Name	Applicant Name	Project Location	Description	Start Date	Hearing Date	Date Completed	Status	Next Steps
CUP	19-0014	Diversified Wellness			Moving location of existing CUP		6/24/2019	6/24/2019	Approved by PC on 6/24/2019.	Application for Tenant Improvements required to move forward. Kira spoke to applicant on 1/12/2021- moving forward as planned.
TSM, PUD, & density bonus	18-0038	Nagra Subdivision Map (10 Lots)	Nick Sahota	2595 Pine Street	a subdivision of 1.49 Acres into 10 single-family residential lots		First hearing: 7/29/2019	Final hearing: 8/26/2019	Planning Commission approved the item at the 08/26/2019 hearing. Item was continued at the 07/29/2019 hearing at the request of the public.	Final Map application submitted. Applicant working with Engineering staff to get subdivision agreement and street improvement bonds in place. Conditions of Approval have not been met yet. HOA agreement required.
CUP & SPR	18-0039	Selma Apartments (20-units)	Dwight Nelson	3420 S. McCall Avenue	A 20-unit multi-family development consisting of 16 2 br/2ba units and 4 3br/2ba units with enclosed 1-car garages on 1.05 acres		First hearing: 7/29/2019	Final hearing: 8/26/2019	New plans delivered to QK 6/17/2019. Planning Commission approved the item at the 08/26/2019 hearing. Item was continued at the 07/29/2019 hearing at the request of the applicant.	Improvement Plans require corrections. Plans were returned to client on 8/11/2020. Building permit ready for pick up when fees are paid and site improvement plans corrected/approved. <i>Working with owner on various funding options.</i>
LLA	18-0040	Nebraska 2 SFR w/ADUs	Nick Sahota	2407 W. Nebraska Avenue	Lot Line adjustment to create two equally sized parcels. New lots will allow for a SRR and ADU on each.	6/04/2020	NA	8/11/2020	New submittal provided 06/04/2020. Engineering approved LLA on 8/11/2020.	Building Permit application submitted 12/23/2020. Comments sent 1/8/2021. <i>Landscape plans submitted 2/26/2021 and approved 3/9/2021.</i>
CUP & SPR	18-0041	13025 S Van Horn Truck Stop	Bryan Cobb and Bhandal	13025 S Van Horn Avenue	Expansion of an existing site including diesel island expansion, truck scale, office building, truck parking, and a 3,000 sf shell building		NA	3/13/2020	Conditions of approval issued.	Site Improvement Plans: Received 9/25. Fees paid 10/7. Plans reviewed 10/15. Building Plans: Received 9/25. Reviewed 10/2 and comments/corrections sent out 10/2. <i>Received revised plans on 3/1/2021. City is reviewing.</i>
SPR	18-0045	Highland & Rose Body Shop	Dwight Nelson	2441 S. Highland Avenue	Used auto sales and body shop		NA		Formal application submitted 7/31/2020. Invoiced on 8/11/2020 for fees to be paid. SPR comments sent out 9/18/20.	Development Agreement for off-site improvements signed and returned. Site Improvement Plans and Building Plans will be required. <i>Recent communication 2/23/2021 to continue project forward.</i>
SPR	17-0017	Second Street Service Station	Lion Builders	1702 Second street	New construction of Service Station and commercial office building.		NA	9/04/2019	SPR approval issued. CUP approved under separate application.	Construction Plans reviewed and approved- extension requested by applicant. <i>1/21/2021- Block wall under construction, engineering inspected and provided direction for the contractor to correct location of footings.</i>
CUP	19-0025	Antioquia Ministries	Pastor Joe Alvarez	1426 Grove Street	CUP to allow the use of a Church		12/16/2019	12/16/2019	PC approved	Tenant Improvements required. Applicant has been granted an extension of the CUP <i>to 2021.</i>

Entitlement	Project Number	Project Name	Applicant Name	Project Location	Description	Start Date	Hearing Date	Date Completed	Status	Next Steps
SPR	19-0026	Super Drive-in	Sam	2036 S Highland	SPR to allow new drive-thru		NA	4/23/2020	Conditions of approval issued.	Applicant needs an encroachment permit from Caltrans before plans are reviewed by the City. Tracy Tosta is assisting the applicant with their next steps: emailed 12/22/2020 and followed up on 1/7/2021 in person. <i>Recent communication on 3/4/2021 indicates progress.</i>
SPR	20-0003	Solar and Highland and Rose	Nelson	NW corner of Highland and Rose	Ground mounted solar panels to serve neighboring dealership.	2/26/2020	NA	4/16/2020	Conditions of approval issued.	Site Improvement Plans and Building Permit Application required if applicant wishes to move forward.
ANX, PZ, GPA, Subdivision Map,	20-0005	Nebraska and Highland Annexation	Hinesley and Josan	Nebraska and Highland	Commercial, Single family, and Multi family.	1/30/2020			Reviewing project submittal. Annexation exhibit will be sent to LAFCO once project description is complete. <i>Grant for sewer being explored. Met with client and representatives 3/3/2021 to discuss CEQA review and next steps.</i>	
SPR & TPM	20-0006	Fahrney Hampton Inn	Scott Fahrney	northwest of the intersection of E. Floral Ave and Highway 99	Division of 34.19 acres into five parcels varying in size from 2.96 acres to 9.16 acres. New 91-room Hampton Inn.	4/2/2020	PC: 5/26/2020 CC: 6/15/2020	6/15/2020	Site Plan Review approved administratively 06/18/2020. TPM recommended for approval by PC on 5/26/2020 and approved by CC on 06/15/2020.	Final Parcel Map is approved. Building Permit Application received 8/19/2021 received <i>Meeting on 2/16/2021 to discuss stormdrain system.</i>
CUP & SPR	20-0012	Service Station ABC Mt. View	Parminder Singh	11010 E. Mountain View	New gas station, mini-mart with alcohol sales, and fast food service with drive-thru	5/29/2020	7/27/2020	7/27/2020	Approved by Planning Commission 7/27/2020.	Site Improvement Plans and Building Permit Application required to move forward. <i>Communication on 2/3/2021 indicates applicant is developing Improvement Plans for submittal in consideration of future Caltrans improvements.</i>
SPR	20-0024	Dutch Bros Coffee	Russ Orsi – Dutch Bros	2854 Floral Avenue	Remodel of Raley's building into a coffee shop. Reconfigure drive-thru.	12/10/2020	NA		Conditions of approval issued 3/9/2021.	Site Improvement Plans and Building Permit Application received 3/10/2021.
SPR	21-0001	Dental Office	Frank Hallaian	3320 Floral Avenue	Demolition of existing Pizza Hut building in Walmart parking lot. Construction of a new dental office.	1/7/2021	NA	2/17/2021	Project has been approved by the Planning Department. Conditions of approval issued 2/17/2021.	Demolition permit applied for on 2/12/2021 Fees due. Site Improvement Plans and Building Permit Application required to move forward.
ANX, PZ, Subdivision Map	2021-0002	Lennar Subdivision Amberwood	Jeff Callaway	NE Corner of Floral and Dockery	270 SFR and a park	2/4/2021			City Staff has reviewed application for completeness and issued a letter to the applicant on 3/4/2021. Once outstanding items are received, issue exhibit to LAFCO and Fresno County for review.	

Entitlement	Project Number	Project Name	Applicant Name	Project Location	Description	Start Date	Hearing Date	Date Completed	Status	Next Steps
ANX, PZ, Subdivision Map	2021-0003	McCall Avenue Estates	Jennifer Salazar	12623 S. McCall Ave	78 single family lots. Requires Annexation, Pre-zone, GP, Map, CEQA	2/5/2021			City Staff has reviewed application for completeness and issued a letter to the applicant on 3/8/2021. Once outstanding items are received, issue exhibit to LAFCO and Fresno County for review.	

Ongoing large developments:

Project Name	Applicant Name	Project Location	Description	Status	Next Steps
Amberwood	Arakel A. Arisian	Floral & Dockery	Amberwood 2,571 lot specific plan.	Application to develop a 55 acre portion of the Specific Plan is in process.	Applicant will need to track density and unit counts for the Specific Plan area to remain in compliance with CEQA.
Selma Crossing	Tim Jones		Selma Crossing – 288 acres to be annexed; project/FEIR approved 8/19/2013; Phase 1 NE Area – 75.75 acres commercial/retail; Phase 2 – 135.4 acres commercial/retail/office; Phase 3 – NW Area 66.6 acres commercial/retail/office/residential	City participating in CalTrans Interchange Study; amending resolution of support to go to Council in August 2020; EDC study	No pending applications. City Manager spoke to Applicant Tim Jones on 2/25/2021. Applicant does not have immediate plans to move forward with applications.
Selma Grove	Cliff Tutelian		Selma Grove. The two-phase retail/commercial project was approved with an EIR in 2006. A portion of the approved project was built with a site plan and MND in 2016.	Revised CEQA executed agreement with Scott Odell signed. Odell has completed the environmental work and staff has deemed the Addendum complete.	Application required to move forward.
Gill Annexation	Gill Family	NEC Saginaw & SR 43	Saginaw-SR43 Gill annexation of 9.87 acres on the SE corner of Saginaw and SR 43. Application submitted incomplete. The applicant has been provided a CEQA MND scope of work required for the project. No CEQA documents have been filed for the project.	Letter sent to applicant noting items still needed to complete application on 5/27/2020. Applicant submitted completed traffic study on 10/13/2020. Additional items outlined in the previous letter needed before the project can move forward. <i>City staff met with Mr. Gill on 1/26/2020-</i> applicant is aware of application materials needed to move forward.	Complete application required to move forward.
	Raven/KB homes	North of Dinuba	Single Family homes	Formal application not submitted. KB and Raven in due diligence; biweekly meetings were held regarding project, infrastructure esp. sewer, and formation of CFD as part of due diligence. <i>City staff met with Raven family on 2/08/2021 to outline next steps. City staff met with CID on 2/25/21.</i>	Application for General Plan Amendment, Zone Change, and Tentative Subdivision Map will be required.
Vineyard Estates Phase III	Gill		42 Single Family homes	Applicant has been approved to move forward with improvements, estimate approved and fees paid.	Final map to be recorded after improvements are complete or bonded for.
V-5 Mini Storage	Ron Balakian	NEC Dinuba & McCall	Annexation, Map, pre-zone.	Annexation approved by LAFCo. Applicant to submit Final Map. Engineering approved GAD on 07/24/2020, waiting for final parcel map package to be returned. Applicant is exploring ways to reduce the improvements budget in order to move the project forward.	<i>Final map to be recorded after improvements are complete or bonded for.</i> Site Improvement Plans and Building Permits will be required.
Valley View Estates Phase III	1145 Valley View Estates LLC	SE of Thompson and Valley View St.	87 Single Family Homes	Tentative Map approved. Awaiting Final Map.	Applicant will need to install or bond for public improvements.

ITEM NO:

1.a.

SUBJECT: Amendment 1 of Agreement HSR19-28 with the High Speed Rail Authority

RECOMMENDATION: Approve Amendment 1 to Agreement HSR19-28 with the High Speed Rail Authority and Authorize Assistant City Manager to Execute

DISCUSSION: On November 18, 2019, Council approved a contract with the High Speed Rail Authority (HSR) to develop the Central Valley Training Center program for job training. 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 the executed contract, a total budget of \$832,125 was outlined with three categories:

- Personnel
- Operations
- Start-up

The Personnel category identified multiple positions such as Instructors and Journey Man Instructors. Each position is identified with a full-time employee (FTE) rate as well. During the first cohort, our Subcontractor was informed Instructors would be billing at a flat contract amount not an FTE rate per our budget. Due to this, staff is requesting the attached amendment to remove the rate format from the budget and create the flexibility to accommodate this request.

Staff request authorization to execute Amendment 1 to Agreement HSR19-28 with the High Speed Rail Authority. This action will not impact the overall total of the contract.

RECOMMENDATION: Approve Amendment 1 to Agreement HSR19-28 with the High Speed Rail Authority and Authorize Assistant City Manager to execute

/s/

Isaac Moreno, Assistant City Manager


Teresa Gallavan, City Manager

03-11-2021

Date

3-10-21
Date

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

PAGES

AGREEMENT NUMBER

HSR19-28

AMENDMENT NUMBER

1

Purchasing Authority Number

2665

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California High-Speed Rail Authority

CONTRACTOR NAME

City of Selma

2. The term of this Agreement is:

START DATE

April 22, 2020

THROUGH END DATE

November 30, 2021

3. The maximum amount of this Agreement after this Amendment is:

\$832,125.00 Eight Hundred Thirty-Two Thousand, One Hundred Twenty-Five Dollars and Zero Cents

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

1. Exhibit B Budget Detail and Payment Provisions, Section 2. Compensation, Invoicing, and Payment, Subsection 2.2. is added and shall read as follows:

2.2 Positions listed in Attachment 2 – Training Facility Budget, may be changed without an amendment to the Agreement. A request for change must be in writing, on the Contractor's letterhead, and (i) identify the position and rate that is requested to be added or removed; (ii) specify the reason for any position or rate change; (iii) provide a current rate table for all project team members; and (iv) provide documentation supporting any position or rate change such as a Board of Directors' Resolution, a new union contract, or equivalent official document. There shall be no change in the positions without written approval by the Authority's Contract Manager.

2. Attachment 2 – Training Facility Budget is replaced in its entirety and attached hereto.

*All other terms and conditions shall remain the same.***IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Selma

CONTRACTOR BUSINESS ADDRESS

1710 Tucker Street

CITY

Selma

STATE

CA

ZIP

93662

PRINTED NAME OF PERSON SIGNING

Isaac Moreno

TITLE

Assistant City Manager

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 PAGES

AGREEMENT NUMBER

HSR19-28

AMENDMENT NUMBER

1

Purchasing Authority Number

2665

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California High-Speed Rail Authority

CONTRACTING AGENCY ADDRESS

770 L Street, Suite 620 MS 7

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Jeannie Jones

TITLE

Chief Administrative Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Attachment 2 - Training Facility Budget

Personnel	Monthly	Annual
Director (\$76.45) x 50%FTE	\$6,625.34	\$79,504.08
Training Manager (\$47.01) x 50%FTE	\$4,066.92	\$48,803.04
Business Outreach Manager (\$47.01) x 50%FTE	\$4,066.92	\$48,803.04
Retention Coordinator (\$36.25) x 50%FTE	\$3,136.31	\$37,635.72
Instructors #1 or #2 (\$23.12) FTE	\$2,080.80	\$24,969.60
Journey Man Instructors #1 or #2 (\$50.00)	\$5,919.20	\$71,030.40
Administrator (\$24.79) FTE	\$4,289.08	\$51,468.96
Contract Oversight (\$14.45) FTE	\$2,500.00	\$30,000.00
Total Personnel Costs	\$32,684.57	\$392,214.84
Operations	Monthly	Annual
Building Lease	\$13,333.34	\$160,000.08
Utilities	\$1,583.00	\$18,996.00
Total Operational Costs	\$14,916.34	\$178,996.08
Start-Up	Start-Up	
Construction Training Equipment - Includes tools, construction learning materials, textbooks	\$100,000.00	
Furniture - Includes desk and workstations for 40 students	\$35,000.00	
Marketing & Outreach - (advertising, marketing materials and supplies)	\$89,249.00	
Supplies - Includes office supplies, Personal Protective Equipment (PPE) for students	\$36,665.08	
Total Start-Up Costs	\$260,914.08	
Total Annual Budget		\$832,125.00

Contracted Hourly Rates
Director (\$76.45)
Training Manager (\$47.01)
Business Outreach Manager (\$47.01)
Retention Coordinator (\$36.25)
Instructor (\$23.12)
Journey Man Instructor (\$50.00)
Administrator (\$24.79)
Contract Oversight (\$14.45)
FTE = 173 hrs/month

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

March 15, 2021

ITEM NO: 1.b.

SUBJECT: Adoption of a Resolution approving City Manager's filing and execution of an application for a Measure C Transit Oriented Development (TOD) Program Cycle IX grant

BACKGROUND: The Transit Oriented Infrastructure for In-Fill Development (TOD) program was created in the 2006 Measure C Extension Plan. The TOD program provides funding to three types of projects/programs that are competitive-based, including transportation infrastructure improvements, a planning program and housing in-fill incentive program.

DISCUSSION: The City of Selma completed a grant application that covers three downtown projects under the TOD planning program. As required by the funding source, the application was submitted by March 1, 2021. This request is to have Council adopt a resolution approving the execution and filing of the application.

Firstly, \$7,000 was requested to cover the completion and integration of the Downtown Overlay Zone into the Comprehensive Zoning Ordinance Update. While the SB2 grant will allow the city to conduct a Comprehensive Zoning Ordinance Update, a portion is needed to cover the inclusion of the Overlay Zone in the greater update.

The Second item to be funded is the completion of a Downtown Improvement District (BID). Previously the City was awarded a \$40,000 USDA Rural Business Development Grant. The award was \$5,000 less than the city had initially requested. With this additional \$10,000 from the TOD grant the city will be able to complete the formation of a BID, should the feasibility study show a positive result. Considering the strong urge to recover the downtown from the 2008 recession and now the COVID recession, the City anticipates a strong desire for the district to be formed.

Lastly, great progress has been made to focus on Downtown Selma so the final item in this grant application requests funding for a long term strategic plan for Downtown. \$150,000 was requested to evaluate the economic and physical environment of downtown and develop a series of actionable goals that align with the core features of the TOD program. This includes density, walkability, livability and green development. The City has never had such a plan and one would be useful in coordinating efforts with local stakeholders and seeking future investment for the long term sustainability of the City's core.


RECOMMENDATION: Council adopt the Resolution approving the City Manager's filing and execution of application for a TOD grant and acceptance of the grant.

/s/

Tracy Tosta, Administrative Analyst

03/10/2021

Date



Teresa Gallavan, City Manager

03/10/2021

Date

RESOLUTION NO. 2021- R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA
APPROVING THE CITY MANAGER'S FILING AND EXECUTION OF APPLICATION
FOR THE FRESNO COG MEASURE C TOD PROGRAM CYCLE IX**

WHEREAS, the City of Selma filed an application for the Fresno COG Measure C TOD Program Cycle IX call for projects on March 1, 2021; and

WHEREAS, the application is for Downtown Selma Revitalization and Strategic Plan that covers three areas to continue in the revitalization and growth of downtown.

WHEREAS, the grant funding request includes allocation for the Downtown Overlay Zone, finalization of a Business Improvement District, and the creation of a Strategic Plan for Downtown Selma; and

WHEREAS, the amount of this application is \$167,000 and estimated to be completed July 2023.

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

1. The foregoing recitals are true and correct.
2. The Council approves and ratifies the City Managers execution and filing of the application for the Fresno COG Measure C TOD Program Cycle IX which was submitted to COG on March 1, 2021.
3. This resolution is effective upon adoption.

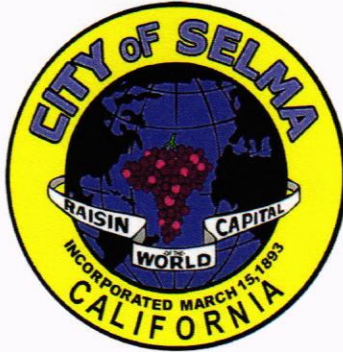
I, Reyna Rivera, City Clerk of the City of Selma, do hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the City Council of the City of Selma on the 15th day of March, 2021, by the following vote, to wit:

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

Scott Robertson, Mayor

ATTEST:

Reyna Rivera
City Clerk



**CITY OF SELMA:
DOWNTOWN SELMA
REVITALIZATION & STRATEGIC
PLAN**

Prepared for:
Fresno Council of Governments
Measure C TOD Program Cycle IX
2035 Tulare Street, Suite 201
Fresno, CA 93721

Prepared By:
City of Selma
1710 Tucker Street
Selma, CA 93662



March 1, 2021

Planning Program Project Application

Project Title: Downtown Selma Revitalization & Strategic Plan

Sponsoring Jurisdiction: City of Selma

Application Checklist:

☒ Completed application form

☐ Board/Council resolution authorizing project application (due prior to Fresno COG Policy Board meeting on April 29, 2021)

The City will be presenting the Authorizing Resolution for this project application to the City Council on March 15, 2021

☒ Vicinity maps showing project locations, and local/regional streets, bicycle, transit and highway facilities within and near the project area

☒ Documentation of support for the project from community groups or individuals (highly encouraged)

☒ Aerial photo and/or other photographs depicting existing conditions in the project area

Person Authorized to Submit Application:

I certify that I have reviewed the TOD Planning Program Guidelines and the information submitted in this application is accurate and in accordance with the guidelines.

Name: Teresa Gallavan

Title: City Manager

Signature: _____



Date: March 1, 2021

Project Summary

- | | |
|-----------------------------------|--|
| 1. Project Title: | Downtown Selma Revitalization & Strategic Plan |
| 2. Project description | <p>The City of Selma requests Measure C Transit Oriented Development funds to support 3 related planning activities that will coordinate revitalization efforts in Downtown Selma, with a focus on creating a more vibrant and livable Selma community. Proposed activities include:</p> <ul style="list-style-type: none">(1) Completion of Downtown Mixed-Use Overlay Zone process(2) Formation of a Downtown Selma Business Improvement District (BID)(3) Development of Downtown Selma Strategic Plan <p>Together, this work will contribute to the City's ultimate goal of implementing a cohesive strategy to create an economically robust, pedestrian friendly, bicycle friendly, and transit-oriented Downtown Selma.</p> |
| 3. Total project cost | \$ 349,000 |
| 4. Total TOD fund request | \$ 167,000 |
| 5. Sponsoring jurisdiction | City of Selma |
| 6. Primary contact person | Teresa Gallavan |
| 7. Title | City Manager |
| 8. Address | 1710 Tucker Street
Selma, CA 93662 |
| 9. Phone | (559) 891-2200 |
| 10. E-mail | teresag@cityofselma.com |
| 11. Other project partners | Selma Chamber of Commerce
Downtown Selma Local Businesses
Fresno County Rural Transit Agency
(Letters of Support Included) |

Planning Project Description

1. Introduction

Please provide a description of project objectives, setting, and relationship of the proposed project to existing and planned land uses and transportation facilities in the project area.

The City of Selma requests Measure C Transit Oriented Development funds to support 3 related planning activities that will coordinate revitalization efforts in Downtown Selma, with a focus on creating a more vibrant and livable Selma community. Proposed activities include:

- (1) Completion of Downtown Mixed-Use Overlay Zone process
- (2) Formation of a Downtown Selma Business Improvement District (BID)
- (3) Development of Downtown Selma Strategic Plan

Together, this work will contribute to the City's ultimate goal of implementing a cohesive strategy to create an economically robust, pedestrian friendly, bicycle friendly, and transit-oriented Downtown Selma that harkens back to its walkable origins, while also implementing the City's vision of future sustainable growth.

The City of Selma's historic downtown is full of tradition and rich history. Downtown Selma traces its origins to the mid-19th Century, when the Southern Pacific Railroad established a station along its Central Valley Branch Line connecting Sacramento and Bakersfield. Selma's original downtown grew around the train station as a vibrant and walkable commercial hub. Today, historic brick buildings from the City's early history stand as a reminder of this formative era.

However, like many other American cities, Selma suffered a decline in its old downtown in the latter half of the 20th century and into the 21st century as sprawling car-centric development spread the City's growth to the north and east, away from its traditional business center. Construction of State Route 99 as a freeway in the 1960s accelerated this trend by bisecting downtown from the City's oldest residential neighborhood, fueling further sprawl in the City's residential growth, and facilitating the construction of big-box retailers along the freeway closer to the edges of the City rather than its traditional business core. Thus, what was once a thriving shopping and business district now houses many vacant storefronts and remains a struggling but viable district of city offices and small businesses.

Current land uses in Downtown Selma have for several decades been generally restricted to commercial use, with very little residential development within and adjacent to the historic downtown district. At the same time, the area's compact street layout combined with its currently low density represents a unique opportunity to plan for higher density mixed-use development that is more walkable and transit-oriented, while preserving the small-town character and charm of Selma. A number of existing bus stops within Downtown Selma represent an opportunity for partnership with the Fresno County Rural Transit Agency in planning for development that will support increased ridership and

maximization of existing transit infrastructure. There is also significant potential to support revitalization of downtown businesses through the use of Complete Streets strategies that will attract more visitors, coupled with additional improvements such as sidewalk repairs, façade improvements, decorative lighting, and outdoor music systems that will create a stronger sense of place.

To this end, the City has embarked on two concurrent planning efforts focused on downtown revitalization: formation of a Downtown Selma Mixed-Use Overlay District and commissioning of a Downtown Selma Business Improvement District (BID) feasibility study.

Formation of the Downtown Selma Mixed-Use Overlay District has been a joint effort with FCOG, carried out with the support of Rincon Consultants. Implementation of the Downtown Selma Overlay Zone will provide a consistent vision for the downtown core of the City by allowing for mixed-use, residential, and other uses; providing building and design guidance for future development of the downtown core; and encouraging pedestrian-friendly development, among other goals. Public outreach and determination of boundaries for the Overlay Zone have been completed with significant community input, including a survey of 78 businesses and community members from across the City whose responses will inform the writing of the overlay zone. Boundaries of the Overlay Zone are illustrated in the Vicinity Map included with this application.

Concurrently, in 2020 the City of secured a USDA Rural Business Development Grant to develop a feasibility study that explores options for the creation of a Downtown Business Improvement District (BID). The improvement district will provide a mechanism for local property owners and businesses in Downtown Selma to fund aesthetic improvements and revitalization efforts within the bounds of the BID. This study activity will be completed over the course of the 2021 calendar year. Boundaries of the BID will be determined as part of the feasibility study but are expected to be similar to those of the Overlay Zone.

In order to complete these two Downtown planning activities that are already underway, build on their momentum, and capture the opportunity to pursue economically robust, pedestrian-friendly, bicycle-friendly, and transit-oriented development in Downtown Selma, the City requests Measure C TOD funds to further coordinate its downtown strategic planning efforts. This coordination will promote multi-modal transportation, including, walking, biking, transit, and sustainable parking opportunities within the downtown area that are consistent with local, state, and regional growth goals.

2. Nexus to Transit Oriented Development

Please describe the nexus of the proposed project to transit oriented development. Explain how the project will boost transit ridership, encourage biking & walking and facilitate a livable and viable transit oriented community.

As noted above, this project will support transit-oriented development by supporting higher density mixed-use development in Downtown Selma. This will represent a significant expansion in current land uses that are generally restricted to commercial

development. In recent years, City Staff have recognized the need to re-evaluate current land regulations as they do not accurately reflect the multi-modal, walkable, or transit oriented development goals and strategies of the City. This planning project will support these goals.

The City has further realized that the attractiveness of mixed-use projects increases when diverse transportation opportunities are available. With this in mind, the City intends to evaluate its current policies governing parking, pedestrian/bike facilities, and access to transit opportunities in Downtown Selma. The City also desires to identify strategies and policy changes that will better support these sustainable transportation strategies within the downtown area. To this end, the planning activities proposed in this application will include coordination the Fresno County Rural Transit Agency in planning for development that will support increased ridership and maximization of existing transit infrastructure. This will include identifying the best strategies to leverage the existing bus stops within downtown.

Furthermore, the proposed planning project will advance active transportation goals and projects identified for the downtown area in the City of Selma's adopted Active Transportation Plan (ATP), which was developed with extensive community input. Specifically, the adopted ATP plan identifies planned pedestrian and bikeway projects in and near the downtown area, including Class I, II, and III bikeways and construction of new sidewalks. This is consistent with the Complete Streets strategies that the Strategic Plan, Overlay Zone, and Business Improvement District will further prioritize.

3. Planning Elements

Please describe how the planning elements (land use, transportation, urban design, affordable housing, green building and parking) as outlined in the planning project evaluation will be addressed in the proposed project. Please outline specific deliverables that will be developed (e.g. market analysis, form-based code, land use alternative, parking strategies, design standards, etc.).

This project will address multiple planning elements outlined in the planning project evaluation criteria as follows:

- **Land Use:** The Downtown Selma Overlay Zone, whose full implementation this project will enable, will allow for a much broader range of land uses in the downtown area beyond the current land use designations that are largely restricted to commercial development. This will include mixed-use, residential, and other uses deemed appropriate or to be encouraged for the downtown.
- **Transportation:** The proposed Downtown Selma Strategic Plan will include coordination the Fresno County Rural Transit Agency in planning for development that will support increased ridership and maximization of existing transit infrastructure. The Strategic Plan will further evaluate the existing code and development standards within the downtown area and recommend changes and strategies to increase the area's "location efficiency" by promote walking, biking and transit opportunities while minimizing the use of single occupancy vehicles (SOV).

Additionally, the Strategic Plan will advance and coordinate implementation of planned active transportation improvements in the downtown area as identified in the City's adopted Active Transportation Plan. This includes a number of Class I, II, and III bikeway improvements in and near the downtown area that will further contribute to the establishment of stronger multi-modal transportation options that are consistent with Complete Streets and transit-oriented development goals.

- **Urban Design:** The Downtown Selma Overlay Zone, Downtown Selma Business Improvement District, and Downtown Selma Strategic Plan will all encourage urban design that is pedestrian-friendly and conducive to a vibrant downtown using Complete Streets strategies. The Strategic Plan in particular will coordinate the recommendations of the Overlay Zone and BID and prioritize specific urban design improvement projects, such as:
 - Sidewalk improvements
 - Urban tree canopy expansion
 - Façade improvements for local businesses and historic buildings
 - Improved bike lanes
- **Affordable Housing:** A major focus of the Downtown Selma Strategic plan will be to identify strategies for increasing access to Downtown from neighboring communities. This will include identifying areas for potential additional residential density and maximizing affordable housing in the core downtown or immediately adjacent areas. The expansion of land uses through implementation of the Downtown Overlay Zone will make this possible.
- **Green Building:** The Downtown Selma Strategic Plan will evaluate and identify potential incentives to encourage green developments/improvements to facilities in the area, such as installation of EV charging stations, solar-covered parking, energy-efficiency improvements, and enhanced green spaces.
- **Parking:** The proposed Downtown Selma Strategic Plan will include a parking analysis which will evaluate the existing inventory of parking facilities in the downtown area and identify smart parking strategies such as shared parking, high occupancy parking stalls/lots, and integration of parking facilities with alternate modes of non-SOV travel.

The goal of the Strategic Plan overall will be to promote the following sustainable and livable development strategies:

- Promote growth with diverse transportation opportunities such as walking, biking, and transit.
- Promote sustainable development alternatives that benefit the environment.
- Incorporate design standards that benefit the community such as car charging stations.
- Create programs that can act as a catalyst for sustainable growth.
- Encourage and promote downtown living and progressive urban growth.
- Provide affordable housing alternatives in the downtown area that provides an environment to sustain a quality lifestyle without needs for vehicle ownership or extensive travel.
- Attract new and diverse businesses, residents and development to downtown Selma while retaining businesses and residents.
- Minimize travel needs by mixing residences, employment, shopping and

services within the downtown area.

- Prepare downtown parking needs assessment and develop strategies to provide multi-modal transportation opportunities close to parking facilities.
- Develop strategies to integrate Fresno Rural Transit opportunities into Downtown Strategic Plan
- Identify zoning and parking regulations to encourage robust pedestrian friendly and community-centered development, improve network for biking and walking, and recommend policies for implementation.

4. Plan Implementation

Please describe the implementation strategies for the proposed planning project. Will this planning project lead to programming of any infrastructure projects, zoning changes, or general plan amendment? Please identify any potential obstacles to successful implementation of the plan.

The scope of this project includes supporting direct implementation of two planning efforts focused on downtown revitalization that are currently underway: formation of a Downtown Selma Mixed-Use Overlay District and creation of a Downtown Selma Business Improvement District (BID).

Full codification of the Downtown Selma Mixed-Use Overlay District will result in zoning changes within the downtown area, which in turn will streamline the entitlement process for future mixed-use projects in the area. This will also ensure internal consistency in the City's zoning code and with policies adopted in the Selma 2035 General Plan.

Formation of the BID as proposed in this application will result in the establishment of a funding mechanism that will directly support future infrastructure and urban design improvement projects, such as enhancement of green spaces in Downtown Selma, parking improvements consistent with parking strategies identified through these planning efforts, and other downtown beautification projects.

Additional sustainable strategies identified in the Strategic Plan will be incorporated into City planning documents, guidelines and municipal code ordinances such that these policies can be used in the entitlement approval process. These new policies and guidelines will achieve the City's goals of increasing "location efficiency" of the downtown area, promoting diverse, supporting progressive and sustainable downtown development, enhancing access to non-SOV modes of travel such as walking, biking and transit, and identifying smart parking strategies.

5. Community Support

Please describe the level of interest from developers, and the extent of community support for the proposed planning efforts, and how the plan will address the issues in the community and help create a sense of place.

In recent years, there has been significant community support for the coordinated

Downtown Selma revitalization efforts proposed in this application. Residents have frequently requested improvements to the downtown district, including requests for sidewalk repair, façade improvements, decorative lighting, outdoor music systems, public restrooms, and improved parking, among others. Business owners in turn have expressed their support for both the proposed Overlay Zone and BID as projects that will attract, retain and expand quality businesses in the City of Selma, in part by diversifying development patterns and facilitating more transit-oriented development. The need for small business support has only been exacerbated throughout the coronavirus pandemic, as evidenced by the fact that multiple minority- and female-owned businesses in the downtown area applied for and were awarded the Small Business Relief Grant from the City due to the pandemic's severe impact to their businesses.

More formally, as part of the Downtown Selma Overlay Zone planning process, the City completed a survey of 78 businesses and community members from across the City whose responses will inform the writing of the overlay zone. The BID feasibility study process will include further community and business outreach and data collection, which will inform determination of recommended BID boundaries and other implementation priorities.

Development of the Downtown Selma Strategic Plan proposed in this application will include additional formal outreach to downtown businesses and the broader community as the City seeks to coordinate and refine its focus on Downtown Selma revitalization. These stakeholders will have the opportunity to identify priority strategies for revitalization and sustainable/transit-oriented development patterns that will help fuel recovery of the local economy.

Creating a downtown area that promotes a sense of place and provides enhanced economic and lifestyle benefits to the City's residents is a very important goal supported by the entire community. Letters of support from the Selma District Chamber of Commerce, Downtown Selma business owners, and the Fresno County Rural Transit Agency are included with this application.

6. Project Schedule and Scope of Work

Please outline the scope of work for the proposed planning efforts. Please briefly describe deliverables and anticipated completion dates for each deliverable. Please also provide estimates of project expenses funded by the TOD program by deliverables, and project revenue for the entire project.

The following is the proposed Scope of Work for the Downtown Selma Revitalization & Strategic Plan Project:

Deliverable 1: Downtown Overlay Zone

Measure C TOD Program funds will be used to complete the Downtown Overlay Zone process that is currently underway. Specifically, TOD funds will offset the additional costs of including the necessary Downtown Overlay Zone re-zonings in the City's overall Zoning Ordinance Update. Public outreach and determination of boundaries for the Overlay Zone have been completed.

The overall Zoning Ordinance Update is anticipated to begin summer of 2021 and is substantially funded by an SB2 Planning Grant from the California Department of Housing and Community Development. However, the City anticipates that there will be a need for supplemental funding beyond that provided by the SB 2 grant in order to fully codify the proposed overlay within the zoning code as part of the Zoning Ordinance Update. The City of Selma seeks funds from the Fresno Council of Government (FCOG) to cover these additional costs.

Deliverable 2: Business Improvement District Formation

Measure C TOD funds will support formation of a Business Improvement District (BID) for Downtown Selma. The improvement district will provide a mechanism for local property owners and businesses in Downtown Selma to fund improvements and revitalization efforts within the bounds of the BID.

This deliverable will include costs of forming the non-profit governing body that will administer BID revenues, and other related implementation costs to be identified in a Downtown Selma BID feasibility study that is currently underway. The City of Selma previously secured a USDA Rural Business Development Grant to develop a feasibility study that explores options for the creation of a BID. This study activity will be completed over the course of the 2021 calendar year.

Based on strong support from local business owners, there is a high likelihood that the outcome of this feasibility study will be a recommendation to move forward with creation of the BID. As such, the City anticipates needing additional funding to complete the formation of the district with the selected contractor for the study.

Deliverable 3: Downtown Strategic Plan

To complement and coordinate Deliverables 1 and 2, the City will contract with a qualified consultant to develop a strategic plan for the Downtown commercial core. This Downtown Selma Strategic Plan will incorporate existing planning activities (i.e. Downtown Overlay Zone and Downtown Business Improvement District) to outline recommended strategies and implementation measures in pursuit of cohesive, economically robust, pedestrian/bicycle friendly, and transit-oriented development in Downtown Selma.

Among other elements, the Strategic Plan will identify implementable measures to increase the walkability, livability and community vibrancy of Downtown Selma. The plan will also evaluate and identify potential incentives to encourage green developments/improvements to facilities in the area, such as installation of EV charging stations or enhanced green spaces. This will also focus on increasing access to Downtown from neighboring communities, identify areas for potential additional residential density and affordable housing in the core downtown or immediately adjacent areas.

Strategic Plan development will happen in five phases:

1. Establish Contract with Qualified Consultant
2. Needs assessment: Develop the vision, objectives and targets

3. Public Engagement and Identification of Strategy Options
4. Draft and Compile Strategic Plan
 - a. Summarize findings
 - b. Outline key initiatives
 - c. Generate timeline
 - d. Plan for progress evaluation and changes
5. Council Adoption of Strategic Plan

Project expenses (TOD fund)

<i>Item</i>	<i>Amount</i>	<i>Anticipated Completion Date</i>
Deliverable 1: Completion of Downtown Overlay Zone evaluation and implementation of zoning recommendations identified by FCOG Circuit Planner Rincon Consultants	\$7,000.00	July 1, 2021
Deliverable 2: Contracted services for the Business Improvement District Formation	\$10,000.00	July 1, 2022
Deliverable 3: Contracted services for Downtown Strategic Plan development and completion	\$150,000.00	July 1, 2023
Total	\$ 167,000	

Project Revenue (all sources)

<i>Source</i>	<i>Year</i>				<i>Total Project Cost</i>
	Year 1 (\$) 2021	Year 2 (\$) 2022	Year 3 (\$) 2023	Year 4 (\$)	
TOD	\$7,000.00	\$85,000.00	\$75,000.00	\$0	\$167,000
Local: FCOG Circuit Planner	\$7,000.00	\$0	\$0	\$0	\$7,000
State: SB2 Planning Grant	\$135,000.00	\$0	\$0	\$0	\$135,000
Federal: USDA RBDG Grant	\$40,000	\$0	\$0	\$0	\$40,000
Private	\$0	\$0	\$0	\$0	\$0
Total Project Cost	\$189,000.00	\$85,000.00	\$75,000.00	\$0	\$349,000



AUTHORIZING RESOLUTION PLACEHOLDER

Date: March 1, 2021

To: Fresno Council of Governments
Measure C TOD Program Cycle IX

From: City of Selma
1710 Tucker Street
Selma, CA 93662

Re: Authorizing Resolution for Application to the Measure C TOD Program
Cycle IX

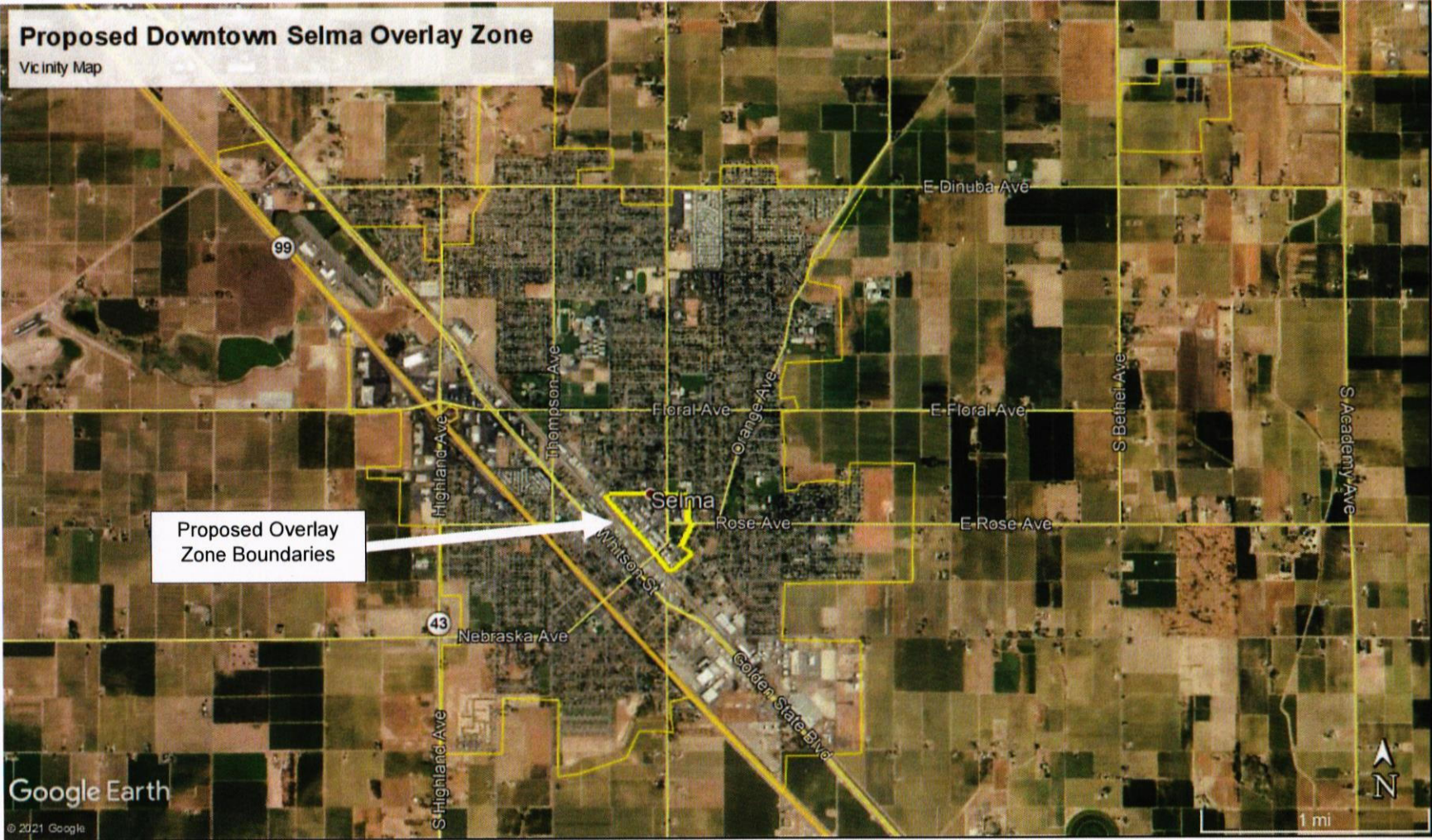
To Whom It May Concern:

This letter confirms the City of Los Selma's intent to approve and adopt a resolution authorizing the City's application for Measure C TOD Program Cycle IX. The City expects for this item to be presented to the City Council of the City of Selma no later than March 15, 2021. A copy of the adopted resolution will be provided to the Fresno Council of Governments upon approval.

For any questions regarding this item, please do not hesitate to contact Teresa Gallavan, City Manager, teresag@cityofselma.com, (559) 891-2250.

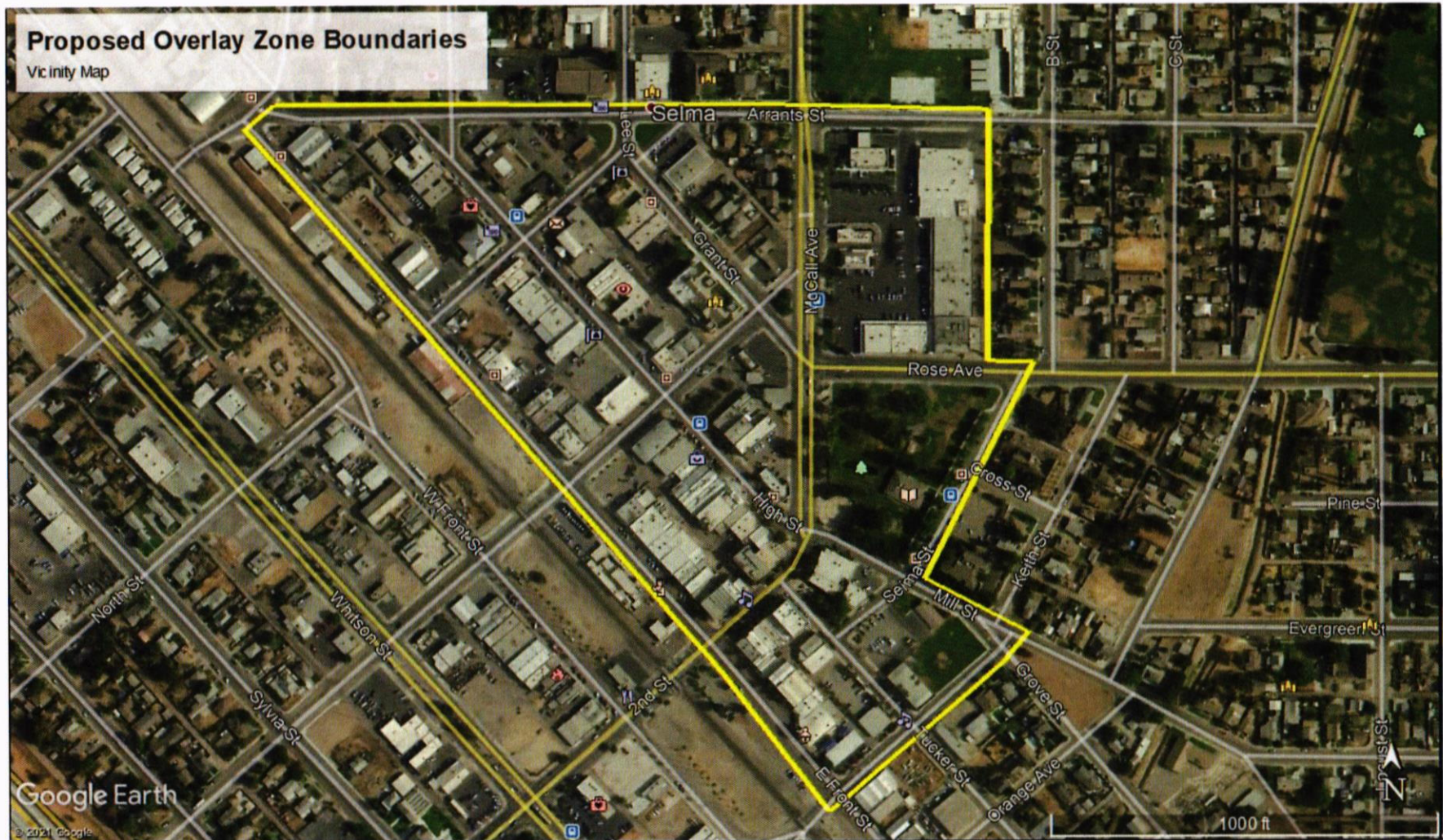


ATTACHMENT: VICINITY MAP & AERIAL VIEW OF CURRENT CONDITIONS





ATTACHMENT: VICINITY MAP & AERIAL VIEW OF CURRENT CONDITIONS



Selma District Chamber of Commerce

"Working to support Selma's commerce"

February 26, 2021

Bob Allen, Executive Director
Selma District Chamber of Commerce
1821 Tucker Street
Selma, CA 93662

RE: Downtown Selma Revitalization & Strategic Plan Project
Letter of Support

Dear Ms. Gallavan:

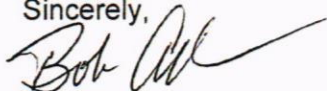
As the Executive Director of Selma District Chamber of Commerce, located in Downtown Selma, I would like to express our strong support for the City of Selma's application to the 9th cycle of the Fresno County Council of Governments (Fresno COG) Measure C Transit Oriented Development (TOD) Program.

The proposed *Downtown Selma Revitalization & Strategic Plan Project* will enable the City to complete evaluations for formation of a Downtown mixed-use overlay zone, establish a Downtown Business Improvement District (BID), and develop a strategic plan to coordinate these two revitalization efforts, while also identifying additional sustainable development strategies for Downtown Selma. Together, this work will contribute to the City's ultimate goal of implementing a cohesive strategy to create an economically robust, pedestrian friendly, bicycle friendly, and transit-oriented Downtown Selma.

With the City of Selma's continued growth, this project is another example of the City's ongoing efforts to work with local businesses to meet resident needs in a responsible and efficient way, while also supporting a business-friendly environment. By collaborating with business owners to work towards the deliverables outlined in this planning project, the City will ensure successful implementation of the growth and development strategies identified through the process. Ultimately, these improvements will improve quality of life, attract more residents and tourists to shopping and engaging with businesses in Downtown Selma, and foster a more walkable and transit-oriented community.

The Selma Chamber appreciates the strong partnership that exists between the Chamber and the City of Selma. We appreciate the City of Selma's forward-thinking and planning for strengthening the vibrancy of a core business area of the City and supporting sustainable development goals. I believe the results of the proposed project and any resulting future improvements will strengthen the local economy for businesses, residents, and visitors. We look forward to working with the City in these endeavors.

Sincerely,



Bob Allen
Executive Director, Selma District Chamber of Commerce

Bob Allen, Executive Director
1821 Tucker Street, Selma, CA 93662
(559) 891-2235 * Fax (559) 896-7075
www.selma-chamber.com



Fresno County Rural Transit Agency

2035 Tulare Street, Suite 201, Fresno, CA 93721
tel 559-233-6789 Fax 559-233-9645
www.ruraltransit.org

February 25, 2021

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

RE: **Downtown Selma Revitalization & Strategic Plan Project**
Letter of Support

Dear Ms. Gallavan:

On behalf of the Fresno County Rural Transit Agency, I would like to express our strong support for the City of Selma's application to the 9th cycle of the Fresno County Council of Governments (Fresno COG) Measure C Transit Oriented Development (TOD) Program.

The *Downtown Selma Revitalization & Strategic Plan Project* will enable the City to complete evaluations for formation of a Downtown mixed-use overlay zone, establish a Downtown Business Improvement District (BID), and develop a strategic plan to coordinate these two revitalization efforts, while also identifying additional sustainable development strategies for Downtown Selma. Planning will further include identifying opportunities for improving transit connection to and within Downtown, and connectivity with other non-motorized transportation options. Together, this work will contribute to the City's ultimate goal of implementing a cohesive strategy to create an economically robust, pedestrian friendly, bicycle friendly, and transit-oriented Downtown Selma.

We appreciate the City of Selma's forward-thinking and planning for strengthening the vibrancy of a core business area of the City. In so doing, the City will create opportunities and land-use designations that will increase local transit ridership. We look forward to working with the City in these endeavors.

Sincerely,

Moses Stites
General Manager

February 25, 2021

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

RE: Downtown Selma Revitalization & Strategic Plan Project
Letter of Support

Dear Ms. Gallavan:

As the owner of Kery's Fashions, located in Downtown Selma, I would like to express our strong support for the City of Selma's application to the 9th cycle of the Fresno County Council of Governments (Fresno COG) Measure C Transit Oriented Development (TOD) Program.

The proposed *Downtown Selma Revitalization & Strategic Plan Project* will enable the City to complete evaluations for formation of a Downtown mixed-use overlay zone, establish a Downtown Business Improvement District (BID), and develop a strategic plan to coordinate these two revitalization efforts, while also identifying additional sustainable development strategies for Downtown Selma. Together, this work will contribute to the City's ultimate goal of implementing a cohesive strategy to create an economically robust, pedestrian friendly, bicycle friendly, and transit-oriented Downtown Selma.

With the City of Selma's continued growth, this project is another example of the City's ongoing efforts to work with local businesses to meet resident needs in a responsible and efficient way, while also supporting a business-friendly environment. By collaborating with business owners to work towards the deliverables outlined in this planning project, the City will ensure successful implementation of the growth and development strategies identified through the process. Ultimately, these improvements will improve quality of life, attract more residents and tourists to shopping and engaging with businesses in Downtown Selma, and create a more walkable and transit-oriented community. Such outcomes will not only support small businesses like my own, but on the whole will foster a stronger and more resilient local economy.

I appreciate the City of Selma's forward-thinking and planning for strengthening the vibrancy of a core business area of the City and supporting sustainable development goals. I look forward to working with the City in these endeavors.

Sincerely,

Nancy Caballero

Nancy Caballero
Owner, Kery's Fashions
1917 High Street
Selma CA 93662

February 26, 2021

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

RE: Downtown Selma Revitalization & Strategic Plan Project
Letter of Support

Dear Ms. Gallavan:

As the owner of Bead Central, located in Downtown Selma, I would like to express our strong support for the City of Selma's application to the 9th cycle of the Fresno County Council of Governments (Fresno COG) Measure C Transit Oriented Development (TOD) Program.

The proposed *Downtown Selma Revitalization & Strategic Plan Project* will enable the City to complete evaluations for formation of a Downtown mixed-use overlay zone, establish a Downtown Business Improvement District (BID), and develop a strategic plan to coordinate these two revitalization efforts, while also identifying additional sustainable development strategies for Downtown Selma. Together, this work will contribute to the City's ultimate goal of implementing a cohesive strategy to create an economically robust, pedestrian friendly, bicycle friendly, and transit-oriented Downtown Selma.

With the City of Selma's continued growth, this project is another example of the City's ongoing efforts to work with local businesses to meet resident needs in a responsible and efficient way, while also supporting a business-friendly environment. By collaborating with business owners to work towards the deliverables outlined in this planning project, the City will ensure successful implementation of the growth and development strategies identified through the process. Ultimately, these improvements will improve quality of life, attract more residents and tourists to shopping and engaging with businesses in Downtown Selma, and create a more walkable and transit-oriented community. Such outcomes will not only support small businesses like my own, but on the whole will foster a stronger and more resilient local economy.

I appreciate the City of Selma's forward-thinking and planning for strengthening the vibrancy of a core business area of the City and supporting sustainable development goals. I look forward to working with the City in these endeavors.

Sincerely,

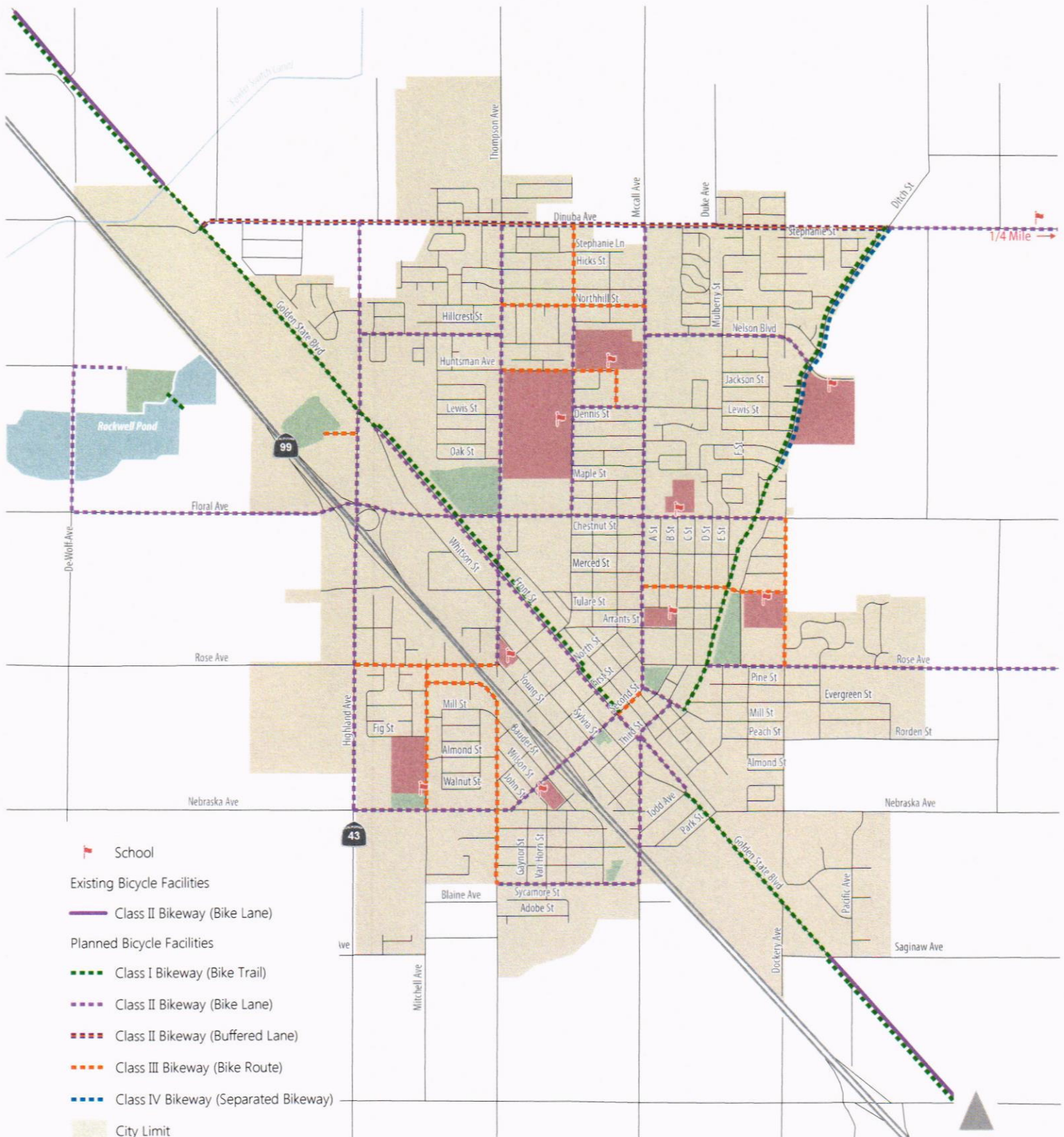


Maria Elena Silva
Owner, Bead Central
1967 High Street
Selma CA 93662

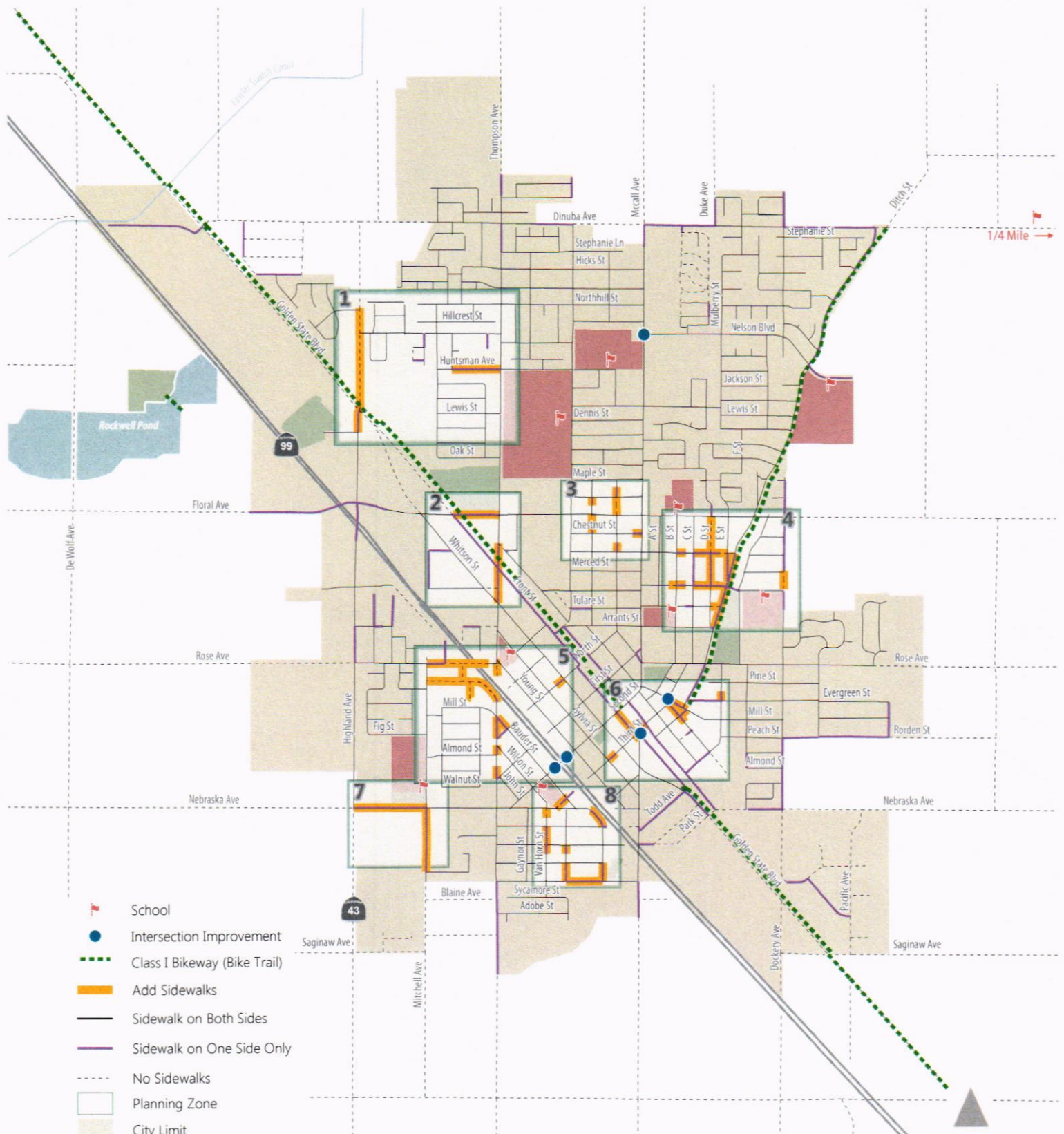
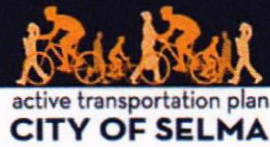
PLANNED BIKEWAYS & TRAILS



active transportation plan
CITY OF SELMA



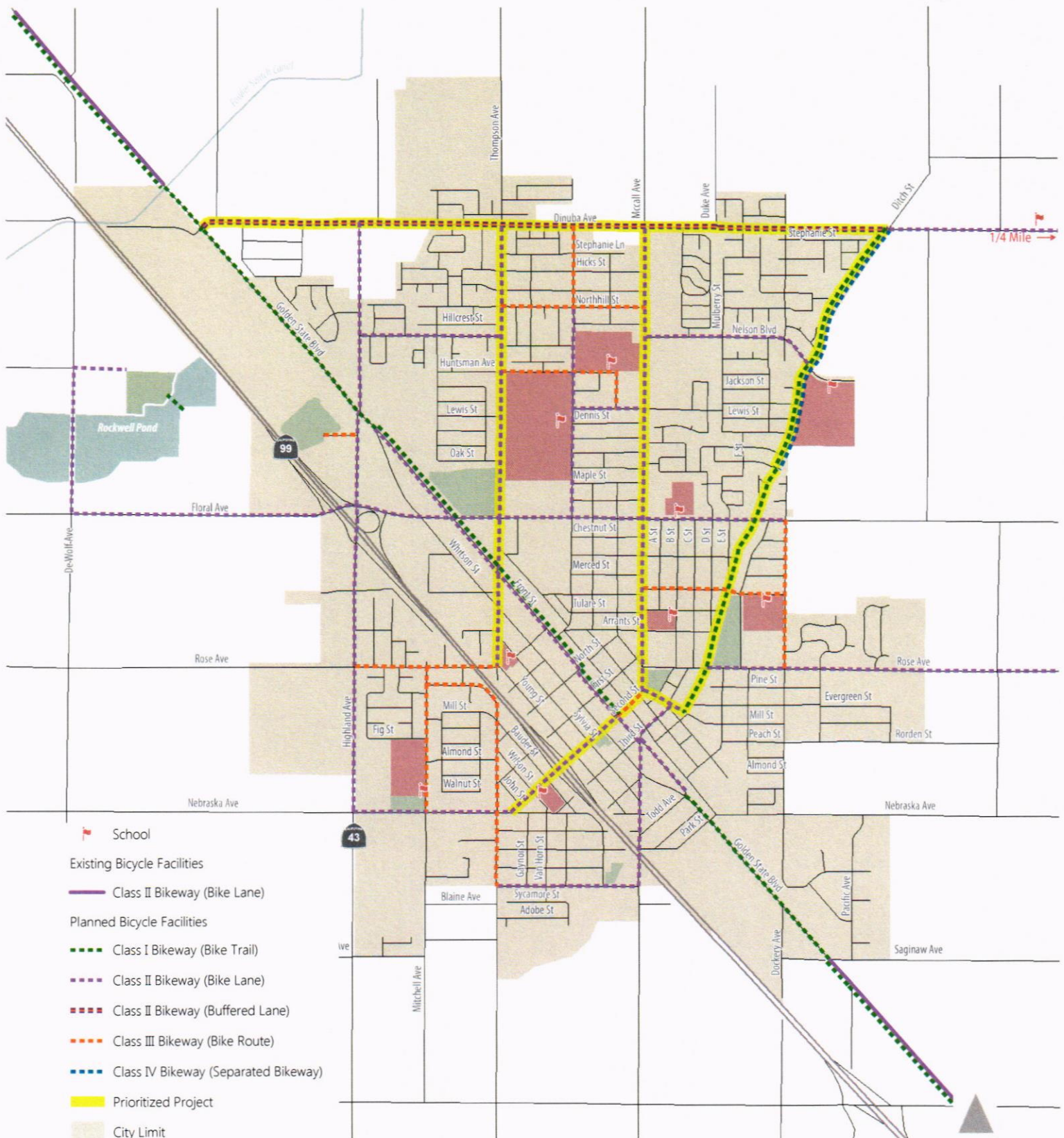
PLANNED SIDEWALKS & TRAILS



HIGH PRIORITY BIKEWAYS & TRAILS



active transportation plan
CITY OF SELMA



ITEM NO: 1.c.

SUBJECT: Approval of Memorandum of Agreement (MOA) Between Fresno County Sheriff's Office and Selma Police Department Pertaining to Assistance Under the Law Enforcement Mutual Aid Plan

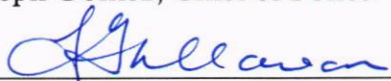
RECOMMENDATION: Approve MOA and Authorize City Manager to sign Creek Fire Post Event Agreement

DISCUSSION: On September 4, 2020 the Creek Fire, an extreme wildfire, fueled by heavy brush, gusty winds and low humidity swept through the region and the Federal Emergency Management Agency (FEMA) approved emergency assistance through the Fire Management Assistant Grant Program (FM-5348-CA); for the Creek Fire and subsequently authorized assistance through a major disaster declaration (FEMA-5469-DR-CA). The Law Enforcement Mutual Aid Plan is issued and revised under the authority of Sections 8550, 8569, 8615 through 8619, and 8668 of the California Government Code, the California Emergency Plan, and the Master Mutual Aid Agreement. The Law Enforcement Mutual Aid Plan delineates the current state policy concerning law enforcement mutual aid and the Law Enforcement Mutual Aid Plan describes the standard procedures used to acquire law enforcement mutual aid resources and the method to ensure coordination of law enforcement mutual aid planning and readiness and the county sheriff is the Operational Area Law Enforcement and Mutual Aid Coordinator. The Law Enforcement Mutual Aid Plan provides, in pertinent part, "When an emergency develops or appears to be developing which cannot be resolved by a law enforcement agency within an Operational Area, it is the responsibility of the Operational Area Mutual Aid Coordinator to provide assistance and coordination to control the problem;" and the Law Enforcement Mutual Aid Plan provides, in pertinent part, "A request for law enforcement mutual aid requires the approval of the chief law enforcement officer of the requesting jurisdiction;" and the Fresno County Sheriff's Office requested the mutual aid assistance of Selma Police Department pursuant to the Law Enforcement Mutual Aid Plan to support law enforcement services in connection with the Creek Fire.

The Selma Police Department provided mutual aid assistance, from September 6, 2020 to early October 2020, consisting of law enforcement personnel, equipment, and materials to assist with law enforcement services in connection with the Creek Fire. The Selma Police Department documented all of its mutual aid assistance costs related to the Creek Fire as attachments to this MOA and submitted them to the Fresno County Sheriff's Office in the amount of \$107,599.96. The City is expected to receive 75% of these funds to be reimbursed by FEMA.

<u>COST:</u> (Enter cost of item to be purchased in box below)		<u>BUDGET IMPACT:</u> (Enter amount this non-budgeted item will impact this years' budget in box below – if budgeted, enter NONE).
\$107,599.96 (75% expected to be reimbursed)		
<u>FUNDING:</u> (Enter the funding source for this item in box below – if fund exists, enter the balance in the fund).		<u>ON-GOING COST:</u> (Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE).
Funding Source: General Fund Balance: FYE 2018-19 \$4,566.41		

RECOMMENDATION: Approve Memorandum of Agreement and Authorize City Manager to sign Creek Fire Post Event Agreement

/s/ _____
Joseph Gomez, Chief of Police


Teresa Gallavan, City Manager

03-11-2021

Date
3-10-21

Date

CREEK FIRE POST EVENT AGREEMENT

MEMORANDUM OF AGREEMENT BETWEEN FRESNO COUNTY SHERIFF'S OFFICE AND SELMA POLICE DEPARTMENT PERTAINING TO ASSISTANCE UNDER THE LAW ENFORCEMENT MUTUAL AID PLAN

WHEREAS, on September 4th, 2020 the Creek Fire, an extreme wildfire, fueled by heavy brush, gusty winds and low humidity swept through the region; and

WHEREAS, the Federal Emergency Management Agency (FEMA) approved emergency assistance through the Fire Management Assistant Grant Program (FM-5348-CA); for the Creek Fire and subsequently authorized assistance through a major disaster declaration (FEMA-5469-DR-CA);

WHEREAS, the Law Enforcement Mutual Aid Plan is issued and revised under the authority of Sections 8550, 8569, 8615 through 8619, and 8668 of the California Government Code, the California Emergency Plan, and the Master Mutual Aid Agreement; and

WHEREAS, the Law Enforcement Mutual Aid Plan delineates the current state policy concerning law enforcement mutual aid; and

WHEREAS, the Law Enforcement Mutual Aid Plan describes the standard procedures used to acquire law enforcement mutual aid resources and the method to ensure coordination of law enforcement mutual aid planning and readiness; and

WHEREAS, the county sheriff is the Operational Area Law Enforcement and Mutual Aid Coordinator; and

WHEREAS, Law Enforcement Mutual Aid Plan provides, in pertinent part, "When an emergency develops or appears to be developing which cannot be resolved by a law enforcement agency within an Operational Area, it is the responsibility of the Operational Area Mutual Aid Coordinator to provide assistance and coordination to control the problem;" and

WHEREAS, the Law Enforcement Mutual Aid Plan provides, in pertinent part, "A request for law enforcement mutual aid requires the approval of the chief law enforcement officer of the requesting jurisdiction;" and

WHEREAS, the Fresno County Sheriff's Office requested the mutual aid assistance of Selma Police Department pursuant to the Law Enforcement Mutual Aid Plan to support law enforcement services in connection with the Creek Fire; and

WHEREAS, Selma Police Department provided mutual aid assistance consisting of law enforcement personnel, equipment, and materials to assist with law enforcement services in connection with the Creek Fire; and

CREEK FIRE POST EVENT AGREEMENT

WHEREAS, Selma Police Department agrees to document all of its mutual aid assistance costs related to the Creek Fire as attachments to this MOA and submit to the Fresno County Sheriff's Office as soon as practicable; and

NOW, THEREFORE, IT IS HEREBY AGREED by and between the Selma Police Department and the Fresno County Sheriff's Office that the Fresno County Sheriff's Office may reimburse all reasonable costs associated with the law enforcement mutual aid assistance during the Creek Fire.

REQUESTOR

X _____
Margaret Mims
Sheriff

Date: _____

RESPONDER

X _____
Joseph Gomez
Police Chief

Date: _____

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

March 15, 2021

ITEM NO:

1.d.

SUBJECT: Consideration of Agreement with Krazan & Associates for Geotechnical Engineering Investigation Report for New Park

RECOMMENDATION: Authorize City Manager to execute Agreement with Krazan & Associates Inc. for a Geotechnical Engineering Investigation Report for the new park site

DISCUSSION: As part of the construction of the City's new park a Geotechnical Engineering and Horticulture report is necessary. To prepare this report Krazan & Associates, Inc. will drill six exploratory borings within the proposed site to evaluate the subsurface soil conditions. This exploratory boring will be advanced to depths ranging from approximately 10 to 15 feet or auger refusal. In addition, three bulk subgrade soil samples will be collected for laboratory R-Value testing and three subgrade samples will be collected for horticulture analysis.

These soil samples will be retained for testing at a laboratory. The lab will perform the following tests:

- Density determinations testing
- Moisture contents testing
- Expansion testing
- Direct shear testing
- R-Value and consolidation tests

The results of the field exploration, lab testing, and engineering analysis will be presented in formal report for the City to determine site preparation, structure, and pavement requirements.

Staff request authorization for the City Manager to execute a contract with Krazan & Associates, Inc. for an estimated amount of \$5,900.

<u>COST:</u> (Enter cost of item to be purchased)		<u>BUDGET IMPACT:</u> (Enter amount this non-budgeted item will impact this years' budget – if budgeted, enter NONE).
\$5,900.00 (estimate)		
<u>FUNDING:</u> (Enter the funding source for this item – if fund exists, enter the balance in the fund).		<u>ON-GOING COST:</u> (Enter the amount that will need to be budgeted each year – if one-time cost, enter NONE).
Funding Source: Prop. 68 Grant Fund Balance: None		

RECOMMENDATION: Authorize City Manager to execute Agreement with Krazan & Associates Inc. for a Geotechnical Engineering Investigation Report for the new park site.

<u>/s/</u>	<u>03-11-2021</u>
Isaac Moreno, Assistant City Manager	Date
<u>/s/</u>	<u>03-11-2021</u>
Teresa Gallavan, City Manager	Date



GEOTECHNICAL ENGINEERING • ENVIRONMENTAL ENGINEERING
CONSTRUCTION TESTING & INSPECTION

March 5, 2021

KA Proposal No. P196-21

City of Selma
C/O Mr. Dan Bond
Gateway Engineering, Inc.
405 Park Creek Drive
Clovis, California 93611

**RE: COST ESTIMATE FOR GEOTECHNICAL ENGINEERING INVESTIGATION AND HORTICULTURE REPORT
PROPOSED ROCKWELL PARK**
South DeWolf Avenue
Selma, California

Dear Mr. Bond:

Thank you for the opportunity to submit this cost estimate for the Geotechnical Engineering Investigation report for the above-mentioned project.

As part of this investigation, we plan to drill six (6) exploratory borings within the proposed site to evaluate the subsurface soil conditions. The exploratory borings will be advanced to depths ranging from approximately 10 to 15 feet or auger refusal. In addition, three (3) bulk subgrade soil samples will be collected for laboratory R-Value testing. Furthermore, three subgrade samples will be collected for horticulture analysis. During drilling operations, penetration tests will be performed at regular intervals to evaluate the soil consistency and to obtain information regarding the engineering properties of the subsoils. Soil samples will be retained for laboratory testing. The soils encountered will be continuously examined and visually classified in accordance with the Unified Soil Classification System. All fieldwork will be done under the supervision of a Geotechnical Engineer or Senior Geologist.

Laboratory testing will be dependent on the results of the field testing and sampling program, as well as consideration of the foundation system most practical and cost-effective for the project. At this time, a series of dry density determinations, moisture contents, expansion tests, direct shear tests, R-Value and consolidation tests are anticipated. The results of the field exploration, laboratory testing, and engineering analysis will be presented in a formal report after thorough discussion of the project findings with the other Project Consultants.

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March 15, 2021 Council Packet

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The Geotechnical Engineering Investigation Report will address the following items:

- I. Introduction**
- II. Site Description**
- III. Geologic Setting**
- IV. Soils Profile and Subsurface Conditions**
- V. Groundwater Conditions**
- VI. Engineering Conclusions and Recommendations of:**
 - A. Site Preparation**
 - 1. Over-Excavation
 - 2. Non-Expansive Fill
 - 3. Compaction Requirements
 - 4. Utility Trench Requirements
 - 5. Mitigation Measures for Expansive Soils
 - B. Structure Requirements**
 - 1. Bearing Capacity for Various Foundation Designs
 - 2. Footing Depth Requirements
 - 3. Anticipated Settlement
 - 4. Floor Slab Reinforcement
 - 5. Moisture Barrier Requirements
 - 6. Lateral Earth Pressures
 - 7. Chemically Reactive Soil Conditions Related to Construction Materials
 - 8. Site Class, Site Coefficients, and Design Spectral Response Acceleration Parameters per 2019 CBC Code
 - C. Pavement Requirements**
 - 1. R-Value Testing of Soils
 - 2. Pavement Sections for Various Traffic Loads
 - 3. Compaction Requirements
- VII. Site Plan with Boring Locations**
- VIII. Boring Logs**
- IX. Discussion of Field and Laboratory Testing Methods**

The final Geotechnical Engineering Investigation Report would be ready within approximately 3 or 4 weeks after the field work is completed. However, verbal results may be provided at an earlier date. Four bound copies of the report will be provided. Additional bound copies can be provided at a cost of \$15.00 each.

We are in a position to begin the field testing within a few days after receiving written authorization to proceed. A contract is attached for your signature.

The cost estimate for the Geotechnical Engineering Investigation Report is \$5,900. This estimate does NOT include environmental assessment costs, geologic hazards evaluation (including liquefaction potential) costs, construction testing or inspection costs, or review of plans and specifications costs. If any of the additional services are needed, please do not hesitate to contact me. This proposal is valid for a period of 90 days after which Krazan & Associates reserves the right to modify its content.

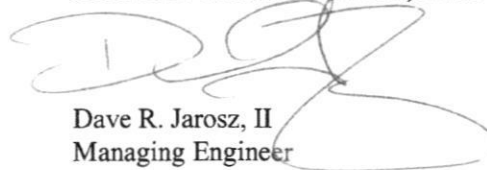
STATEMENT OF QUALIFICATIONS

Krazan & Associates, Inc. is a professional engineering firm with approximately 200 employees. We assemble project teams tailored to the project requirements. Krazan & Associates, Inc. provides comprehensive services in soils engineering, engineering geology, groundwater analysis, environmental sciences, and construction quality control.

Presently, Krazan & Associates, Inc. has offices in Sacramento, Pleasanton, Modesto, Fresno/Clovis, Bakersfield, Lancaster, and Los Angeles. We also have portable field offices at various job site locations. In addition, we maintain six truck-mounted drill rigs for subsurface exploration. We maintain a fleet of approximately ninety radio-dispatched vehicles including four-wheel and two-wheel drive trucks and vans. Our laboratory facilities are completely equipped for materials testing including soils, concrete, mortar, grout, building block, steel, and welding.

If you have any questions, or if we may be of further assistance, please do not hesitate to contact our office at (559) 348-2200.

Respectfully submitted,
KRAZAN & ASSOCIATES, INC.



Dave R. Jarosz, II
Managing Engineer

DRJ:sa

AGREEMENT FOR GEOTECHNICAL ENGINEERING SERVICES

THIS AGREEMENT is made by and between KRAZAN & ASSOCIATES, INC., hereinafter referred to as "Consultant", and City of Selma, hereinafter referred to as "Client." This Agreement between the parties consists of the TERMS AND CONDITIONS (below), the attached PROPOSAL titled "Proposed Rockwell Park," file number P196-21, dated March 5, 2021 ("PROPOSAL"), and any exhibits or attachments cited in the PROPOSAL, which are incorporated in full by this reference. This Agreement, executed in Clovis, CA, is effective as of the date this Agreement is countersigned by Krazan & Associates, Inc, or the date on which Consultant initiates services as scheduled by Client, whichever occurs earlier. The parties agree as follows:

1. DEFINITIONS

1.1. Contract Documents. Plans, specifications, and agreements between Client and Contractor, including addenda, amendments, supplementary instructions, and change orders.

1.2. Contractor. The contractor or contractors, and including its/their subcontractors of every tier, retained to construct the Project for which Consultant is providing Services under this Agreement.

1.3. Day(s). Calendar day(s) unless otherwise stated.

1.4. Hazardous Materials. The term Hazardous Materials means any toxic substances, chemicals, radioactivity, pollutants or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever. Hazardous Materials include, but are not limited to, those substances defined, designated or listed in any federal, state or local law, regulation or ordinance concerning hazardous materials, toxic substances or pollution.

1.5. Services. The professional services provided by Consultant as set forth in this Agreement, the Scope of Services and any written Change Order, Task Order or amendment to this Agreement, and where Consultant's services are to be provided during the Construction Phase of the project as scheduled by the Client's Contractor through oral or written communication.

1.6. Work. The labor, materials, equipment and services of the Contractor required to complete the work described in the Contract Documents.

1.7. Fee Schedule. Consultant's standard annual fee schedule unless project specific fee schedule is provided.

1.8. Inspection (or Observation). Visual determination of conformance with specific or, on the basis of Consultant's professional judgment, general requirements.

1.9. Testing. Measurement, examination, performance of tests, and any other activities to determine the characteristics or performance of materials.

1.10. Construction. Site improvement activities including but not limited to site clearing, demolition, excavation, grading, installation of remediation equipment, implementation of bioremediation, or construction of structures.

1.11. Governmental Agencies. All federal, state and local agencies having jurisdiction over the Project.

2. SCOPE OF SERVICES

Consultant will perform the Scope of Services set forth in the attached PROPOSAL.

2.1. Changes in Scope. If Consultant provides Client with a writing confirming a change in the PROPOSAL or the Services, it will become an amendment to this Agreement unless Client objects in writing within 5 business days after receipt. All Services performed by Consultant on the Project, whether requested and/or authorized by Client by oral or written communication, are subject to the terms and limitations of this Agreement. If Services are performed, but the parties do not reach agreement concerning modifications to the PROPOSAL, Services or compensation, then the terms and limitations of this Agreement apply to such Services, except for the payment terms. The parties agree to resolve disputes concerning modifications to scope or compensation pursuant to Section 18, "Disputes."

2.2. Licenses. Consultant will procure and maintain business and professional licenses and registrations necessary to provide its Services.

2.3. Excluded Services. Consultant's Services under this Agreement include only those Services specified in the PROPOSAL.

2.3.1. General. Client expressly waives any claim against Consultant resulting from its failure to perform recommended additional Services that Client has not authorized Consultant to perform, and any claim that Consultant failed to perform services that Client instructs Consultant not to perform.

2.3.2. Biological Pollutants. Consultant's PROPOSAL specifically excludes the investigation, detection, prevention or assessment of the presence of Biological Pollutants. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, viruses, and/or any of their byproducts. Consultant's PROPOSAL will not include any interpretations, recommendations, findings, or conclusions pertaining to Biological Pollutants. Client agrees that Consultant has no liability for any claims alleging a failure to investigate, detect, prevent, assess, or make recommendations for preventing, controlling, or abating Biological Pollutants. Furthermore, Client agrees to defend, indemnify, and hold harmless Consultant from all claims by any third party concerning Biological Pollutants, except for damages caused by Consultant's sole negligence.

2.4. Changes in Schedule. Because of the uncertainties inherent in the Services contemplated, time schedules are only estimated schedules and are subject to revision unless otherwise specifically stated in the PROPOSAL.

2.5 Sampling, Inspection & Test Locations. Unless specifically stated otherwise, the Scope of Services does not include surveying the Site or precisely identifying sampling, inspection or test locations, depths or elevations. Sampling, inspection and test locations, depths and elevations will be based on field estimates and information furnished by Client and its representatives. Unless stated otherwise in the report, such locations, depths and elevations are approximate. Company will take reasonable precautions to limit damage to the Project Site or Work due to the performance of Services, but Client understands that some damage may necessarily occur in the normal course of Services, and this Agreement does not include repair of such damage unless specifically stated in the Scope of Services.

3. PAYMENTS TO CONSULTANT

3.1. Basic Services. Consultant will perform all Services set forth in the attached PROPOSAL on a lump sum/fixed fee basis as set forth therein.

3.2. Additional Services. Any additional services performed under this Agreement will be provided on a time and materials basis above and beyond any prior quoted estimate, not-to-exceed or lump sum fee unless otherwise specifically agreed to in writing by both parties.

3.3. Estimate of Fees. Client recognizes that changes in scope and schedule, and unforeseen circumstances can all influence the successful completion of Services within the estimated cost. The provision of an estimate of fees or a cost estimate is not a guarantee that the Services will be completed for that amount; Consultant's Services shall continue on a time and expense basis to completion unless directed otherwise by Client. Furthermore, the provision of a "not to exceed" limitation is not a guarantee that the Services will be completed for that amount; rather, it indicates

that Consultant will not incur fees and expenses chargeable to Client in excess of the "not to exceed" limitation amount without notifying Client in writing that the "not-to-exceed" amount has been reached and that Services will continue on a time and materials basis unless directed by Client to discontinue any further Services.

3.4. Rates. Client will pay Consultant at the rates set forth in the Fee Schedule.

3.4.1. Changes to Rates. Client and Consultant agree that the Fee Schedule is applicable only through December 31 of the year published, unless stated otherwise in the PROPOSAL, and is subject to periodic review and amendment, as appropriate to reflect Consultant's then-current fee structure. Unless otherwise provided for in the PROPOSAL, where projects are on-going beyond December 31 of the year the services were initiated, the rates presented in the PROPOSAL and Fee Schedule are subject to an annual cost of living adjustment based on the consumer price index for the geographic area where our services are being provided. Notwithstanding the foregoing, where Prevailing Wage regulations apply Consultant's labor rates are subject to revision based on determinations made by the governing agency. Where labor rates are increased during the course of the project Consultant's billing rates presented in the PROPOSAL and the Fee Schedule shall be increased proportionally with respect to any mandated labor and/or benefits rate increases unless otherwise stipulated in the PROPOSAL. In the event that the cost of fuel increases 10 percent or more over the course of the project a fuel surcharge may be imposed to recoup the added costs incurred by Consultant. Consultant will give Client at least 30 days advance notice of any changes. Unless Client objects in writing to the proposed amended fee structure within 30 days of notification, the amended fee structure will be incorporated into this Agreement and will then supersede any prior fee structure. If Client timely objects to the amended fee structure, and Consultant and Client cannot agree upon a new fee structure within 30 days after notice, Consultant may terminate this Agreement and be compensated as set forth under Section 17, "Termination."

3.4.2. Prevailing Wages. Unless Client specifically informs Consultant in writing that prevailing wage regulations cover the Project and the Scope of Services identifies it as covered by such regulations, Client will reimburse, defend, indemnify and hold harmless Consultant from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorneys' fees.

3.5. Payment Timing; Late Charge. Consultant shall invoice Client no more frequently than once per month for Services rendered. All invoices are due and payable upon receipt. Upon Consultant's approval of Client for 30-day payment terms Client shall pay undisputed portions of each progress invoice within thirty (30) days of the date of the invoice. The invoice amounts shall be presumed to be correct unless Client notifies Consultant in writing. If Client objects to all or any portion of any invoice, Client will so notify Consultant in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and promptly pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid. Payment thereafter will first be applied to accrued late payment charges interest on unpaid undisputed charges and then to the unpaid principal amount. Consultant reserves the right to apply payments to Client's outstanding invoices from oldest to most recent, regardless of project or invoice designation on checks received. All amounts unpaid when due will include a late payment charge from the date of the invoice, at the rate of 1-1/2% per month or the highest rate permitted by law on the unpaid balance from the invoice date until the invoice is paid. Consultant reserves the right to require payment in full on any and all invoices on Client's account regardless of project prior to releasing field notes, laboratory test data, photographs, analyses and/or reports. All undisputed amounts due to Consultant by Client shall be paid in full prior to Consultant's release of final reports or other required forms of certified or verified reports. If the account becomes delinquent, the Client will reimburse Consultant for all time spent and expenses (including fees of any attorney, collection agency, and/or court costs) incurred in connection with collecting any delinquent amount. Consultant shall not be bound by any provision or agreement conditioning Consultant's right to payment upon payment by a third party. In the event of a legal action for invoice amounts not paid, attorneys' fees, court costs, and other related expenses shall be paid to the prevailing party. Client's failure to pay Consultant when due the failure to pay will constitute a substantial failure of Client to perform under this Agreement and Consultant will have the right to stop all current work and withhold letters, reports, or any verbal consultation until the invoice is paid in full. In the event that Client fails to pay Consultant within sixty (60) days after any invoice is rendered, Client agrees that Consultant will have the right to consider the failure to pay Consultant's invoice as a breach of this Agreement. If the Client requests back-up data or changes to the format of the standard invoice, an administrative fee of \$100 per invoice may be charged plus \$1 per page of back-up data.

4. STANDARD OF PERFORMANCE; DISCLAIMER OF WARRANTIES

4.1. Standard of Care. Subject to the limitations inherent in the agreed Scope of Services as to the degree of care, the amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, Consultant may perform its Services consistent with that level of care and skill ordinarily exercised by other professional Consultants practicing in the same locale and under similar circumstances at the time the Services are performed. No other representation and no warranty or guarantee, express or implied, is included or intended by this Agreement or any report, opinion, document, or other instrument of service.

4.2. Level of Service. Consultant offers different levels of professional consulting services to suit the desires and needs of different clients. Although the possibility of error can never be eliminated, more detailed and extensive Services yield more information and reduce the probability of error, but at increased cost. Although risk associated with site acquisition or development can never be eliminated, more detailed and extensive investigations yield more information. It is for these reasons that Client must determine the level of Services adequate for its purposes. Client has reviewed the PROPOSAL and has determined that it does not need or want a greater level of Services than that specifically identified in the PROPOSAL.

4.3. No Warranty. Client recognizes the inherent risks connected with property transactions and site development, and understands when signing that those risks are not entirely eliminated through the services of Consultant. Client recognizes that opinions relating to geologic or environmental conditions, including those associated with air, soil and groundwater, are based on limited data and that actual surface and subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made. Client also recognizes that site conditions may change with time, conditions may vary from those encountered at the times when and locations where the data are obtained, despite the use of due professional care. Therefore, in signing this Agreement the Client understands that Consultant is not providing a warranty or assurance as to the surface and subsurface conditions throughout the site, or the performance of the project. Consultant's tests and observations of the Work by third parties not under contract to Consultant are not a guarantee of the quality of Work and do not relieve other parties from their responsibility to perform their Work in accordance with applicable plans, specifications and requirements. This Agreement neither makes nor intends a warranty or guarantee, express or implied, of any type nor does it create a fiduciary responsibility to Client by Consultant.

5. CONSTRUCTION PHASE SERVICES

5.1. Construction Observation.

If Consultant's PROPOSAL includes observation and/or testing during the course of construction, which may include or consist of site remediation activities, Consultant may:

5.1.1. Site Meetings & Visits. Consultant will participate in job site meetings as requested by Client, and, unless otherwise requested by Client, visit the site at times specified in the PROPOSAL or, if not specified in the PROPOSAL, at intervals as Consultant deems appropriate to the various stages of construction to observe the geotechnical conditions encountered by Contractor and the progress and quality of the geotechnical aspects of the Work. Based on information obtained during such visits and on such observations, Consultant may inform Client of the progress of the geotechnical aspects of the Work. Client understands that Consultant may not be on site continuously; and, unless expressly agreed otherwise, Consultant will not observe all of the Work. Consultant will report any observed geotechnical related Work to the Client which, in Consultant's professional opinion, does not conform with plans and specifications.

5.1.2. Contractor's Performance. Consultant does not, and cannot, warrant or guarantee that all of the geotechnical related Work performed by Contractor meets the requirements of Consultant's recommendations or the plans and specifications for such Work; nor can Consultant be responsible for Contractor's failure to perform the Work in accordance with the plans, specifications or the recommendations of Consultant. No action of Consultant or Consultant's representative can be construed as altering any Agreement between the Client and others. Consultant has no right to reject or stop work of any agent of the Client. Such rights are reserved solely for the Client.

5.1.3. Contractor's Responsibilities. Consultant will not supervise, direct or have control over the Work nor will Consultant have authority over or responsibility for the means, methods, techniques, sequences or procedures selected by Contractor for the geotechnical aspects of the Project; for safety precautions and programs incident to the Work; nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor furnishing and performing its Work. Client understands and agrees that Contractor, not Consultant, has sole responsibility for the safety of persons and property at the Project Site, and that Consultant shall not be responsible for job site safety or the evaluating and reporting of job conditions concerning health, safety or welfare.

5.1.4. Final Report. At the conclusion of Construction Phase Services, Consultant will provide Client with a written report summarizing the tests and observations, if any, made by Consultant.

5.2. Review of Contractor's Submittals. If included in the Scope of Services, Consultant will review and take appropriate action on the Contractor's submittals, such as shop drawings, product data, samples, and other required submittals. Consultant will review such submittals solely for general conformance with Consultant's design, and will not include review for the following, all of which will remain the responsibility of the Contractor: accuracy or completeness of details, quantities or dimensions; construction means, methods, sequences or procedures; coordination among trades; or construction safety.

5.3. Tests. Tests performed by Consultant on finished Work or Work in progress are taken intermittently and indicate the general acceptability of the Work on a statistical basis. Consultant's tests and observations of the Work are not a guarantee of the quality of Work and do not relieve other parties from their responsibility to perform their Work in accordance with applicable plans, specifications and requirements.

5.4. Retention of Third Party Consultant. The review of plans and specifications, and the observation and testing of earthwork related construction activities by Consultant are integral elements of the Services where Consultant is to remain in the capacity of Geotechnical Engineer-Of-Record through construction of the project. Client shall have the right to retain a party other than Consultant (Third Party Consultant) for review of plans and specifications, and the observation and testing of earthwork related construction activities. In the event that a Third Party Consultant is retained by Client for those services, Client agrees that they will require the Third Party Consultant to contractually agree to the assumption of the role of Geotechnical Engineer-Of-Record for the project including all responsibilities and liabilities. Client further agrees to indemnify and hold harmless Consultant, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "Consultant Entities") from and against any and all claims, suits, liabilities, damages, expenses (including reasonable attorney's fees and costs of defense), or other losses related to the geotechnical engineering aspects of the project.

6. CLIENT'S RESPONSIBILITIES

In addition to payment for the Services performed under this Agreement, Client agrees to:

6.1. Cooperation. Assist and cooperate with Consultant in any manner necessary and within its ability to facilitate Consultant's performance under this Agreement.

6.2. Representative. Designate a representative with authority to receive all notices and information pertaining to this Agreement, communicate Client's policies and decisions, and assist as necessary in matters pertaining to the Project and this Agreement. Client's representative will be subject to change by written notice.

6.3. Rights of Entry. Provide access to and/or obtain permission for Consultant to enter upon all property, whether or not owned by Client, as required to perform and complete the Services. Consultant will operate with reasonable care to minimize damage to the Project Site(s) and any improvement located thereon. However, Client recognizes that Consultant's operations and the use of investigative equipment may unavoidably alter conditions or affect the environment at the existing Project Site(s). The cost of repairing such damage will be borne by Client and is not included in the fee unless otherwise stated in the PROPOSAL. If client desires or requires Consultant to restore the site to its former condition, upon written request Consultant will perform such additional work as is necessary and Client agrees to pay to Consultant the cost thereof.

6.4. Relevant Information. Supply Consultant with all information and documents in Client's possession or knowledge which are relevant to Consultant's Services. Client warrants the accuracy of any information supplied by it to Consultant, and acknowledges that Consultant is entitled to rely upon such information without verifying its accuracy. Prior to the commencement of any Services in connection with a specific property, Client will notify Consultant of any known potential or possible health or safety hazard existing on or near the Project Site, with particular reference to Hazardous Materials or conditions.

6.5. Subsurface Structures. If the Services require invasive subsurface exploratory work, Client will provide Consultant with all information in its possession regarding the location of underground utilities and structures or mark on the property, the location of all subsurface structures, such as pipes, tanks, cables and utilities within the property lines of the Project Site(s), and be responsible for any damage inadvertently caused by Consultant to any such structure or utility not so designated. Consultant is not liable to Client for any losses, damages or claims arising from damage to subterranean structures or utilities that were not correctly shown on plans furnished by Client to Consultant. Client waives any claim against Consultant, and agrees to defend, indemnify and hold Consultant harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees, as a result of personal injury, death or property damage occurring with respect to Consultant's performance of its work and arising from subsurface or latent conditions or damage to subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof was not revealed to Consultant by Client.

6.6. Project Information. Client agrees to provide Consultant within 5 days after written request, a correct statement of the recorded legal title to the property on which the Project is located and the Client and/or Owner's interest therein, and the identity and address of any construction lender.

7. CHANGED CONDITIONS

If Consultant discovers conditions or circumstances that it had not contemplated at the commencement of this Agreement ("Changed Conditions"), Consultant will notify Client in writing of the Changed Conditions. Client and Consultant agree that they will then renegotiate in good faith the terms and conditions of this Agreement. If Consultant and Client cannot agree upon amended terms and conditions within 30 days after notice, Consultant may terminate this Agreement and be compensated as set forth in Section 17, "Termination."

8. HAZARDOUS MATERIALS

Client understands that Consultant's Services under this Agreement are limited to geotechnical engineering and that Consultant has no responsibility to locate, identify, evaluate, treat or otherwise consider or deal with Hazardous Materials. Client is solely responsible for notifying all appropriate federal, state, municipal or other governmental agencies, including the potentially affected public, of the existence of any Hazardous Materials located on or in the Project site, or encountered during the performance of this Agreement.

Client warrants that a reasonable effort to inform Consultant of known or suspected hazardous materials on or near the project site has been made. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Consultant and Client agree that the discovery of unanticipated Hazardous Materials constitutes a changed condition under this Agreement mandating a renegotiation of the scope of services or termination of services. Consultant and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for Consultant to take immediate measures to protect health and safety. Client agrees to compensate Consultant for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

Consultant agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client is solely responsible for notifying all appropriate federal, state, municipal or other governmental agencies, and regulatory bodies, including the potentially affected public, of the existence of any Hazardous Materials located on or in the Project site(s), or encountered during the performance of this Agreement. Client also agrees to hold Consultant harmless for any and all consequences of disclosures made by Consultant which are required by governing law. In the event the project site is not owned by Client, Client agrees that it is the Client's responsibility to inform the property owner of the discovery of hazardous materials or suspected hazardous materials.

Notwithstanding any other provision of the Agreement, Client waives any claim against Consultant, and to the maximum extent permitted by law, agrees to defend, indemnify, and save Consultant harmless from any and all claims, liabilities, damages or expenses, including but not limited to delay of the Project, reduction of property value, fear of or actual exposure to or release of toxic or hazardous substances, and any consequential damages of whatever nature, which may arise directly or indirectly as a result of the services provided by Consultant under this Agreement.

9. CERTIFICATIONS

Client agrees not to require that Consultant execute any certification with regard to Services performed or Work tested and/or observed under this Agreement unless: 1) Consultant believes that it has performed sufficient Services to provide a sufficient basis to issue the certification; 2) Consultant believes that the Services performed or Work tested and/or observed meet the criteria of the certification; and 3) Consultant has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by Consultant is limited to an expression of professional opinion based upon the Services performed by Consultant, and does not constitute a warranty or guarantee, either express or implied.

10. ALLOCATION OF RISK

10.1. Limitation of Liability. The total cumulative liability of Consultant, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "Consultant Entities"), to Client and its successors, all parties included as additional insured on Consultant's insurance policies and those parties granted report reliance rights by Consultant and all of their respective shareholders, directors, officers, employees and agents (collectively "Client Entities") arising from Services under this Agreement, including attorney's fees due under this Agreement, will not exceed the gross compensation received by Consultant under this Agreement or ten thousand dollars (\$10,000.00), whichever is greater; provided, however, that such liability is further limited as described below. This limit is an aggregate limit with respect to all services on the project, whether provided under this, prior or subsequent agreements, unless modified in writing, agreed to and signed by authorized representatives of the parties. This limitation applies to all lawsuits, claims or actions that allege errors or omissions in Consultant's Services, whether alleged to arise in tort, contract, warranty, or other legal theory. Upon Client's written request, Consultant and Client may agree to increase the limitation to a greater amount in exchange for a negotiated increase in Consultant's fee, provided that they amend this Agreement in writing as provided in Section 19. Consultant Entities and Client Entities also agree that the Client Entities will not seek damages in excess of the limitations indirectly through suits with other parties who may join Consultant as a third-party defendant.

10.2. Indemnification. Client will indemnify, defend and hold harmless Consultant, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "Consultant Entities") from and against any and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney's fees and costs of defense) or other losses (collectively "Losses") to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by Consultant's negligence, Client waives any claim against Consultant, and to the maximum extent permitted by law, expressly agrees to defend, indemnify and hold harmless Consultant Entities from and against any and all Losses, arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

10.3. Consequential Damages. Neither Client nor Consultant will be liable to the other for any special, consequential, incidental or penal losses or damages of whatever nature including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, loss of profits, loss of revenue, or loss of inventory, or for use charges, cost of capital, or claims of the other party and/or its customers, which may arise directly or indirectly as a result of the Services provided by Consultant under this Agreement.

10.4. Continuing Agreement. The provisions of this Section 10, "Allocation of Risk," will survive the expiration or termination of this Agreement. If Company provides Services to Client that the parties do not confirm through execution of an amendment to this Agreement, the provisions of this Section 10 will apply to such Services as if the parties had executed an amendment.

10.5. No Personal Liability. Client and Consultant intend that Consultant's Services will not subject Consultant's individual employees, officers or directors to any personal liability. Therefore, and notwithstanding any other provision of this Agreement, Client agrees as its sole and exclusive remedy to direct or assert any claim, demand or suit only against the business entity identified as "Consultant" on the first page of this Agreement.

11. INSURANCE

11.1. Consultant's Insurance. Consultant carries Statutory Workers' Compensation and Employer's Liability Insurance; Commercial General Liability Insurance for bodily injury and property damage; Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles; and Professional Liability Insurance. Certificates of insurance can be furnished upon written request but may not be processed unless accompanied by a signed Agreement. Client agrees not to withhold payment to Consultant for Client's failure to make such a timely request and such requests may not be honored if made after final completion of authorized Services. Additional charges may apply for Waiver of Subrogation and Additional Insured Endorsements. Consultant assumes the risk of damage caused by Consultant's personnel to Consultant's supplies and equipment.

11.2. Contractor's Insurance. Client shall require that all Contractors and subcontractors for the Project name Consultant as an additional insured under their General Liability and Automobile Liability insurance policies. If Client is not the Project owner, Client will require the Project owner to require the owner's Contractor to purchase and maintain General Liability, Builder's Risk, Automobile Liability, Workers' Compensation, and Employer's Liability insurance with limits no less than as set forth above, and to name Consultant and its subcontractors and subconsultants as additional insureds on the General Liability insurance. Upon request, Client will provide Consultant with certificate(s) of insurance evidencing the existence of the policies required herein.

12. OWNERSHIP AND USE OF DOCUMENTS

12.1. Client Documents. All documents provided by Client will remain the property of Client. Consultant will return all such documents to Client upon request, but may retain file copies of such documents.

12.2. Consultant's Documents. Unless otherwise agreed in writing, all documents and information prepared by Consultant or obtained by Consultant from any third party in connection with the performance of Services, including, but not limited to, Consultant's reports, boring logs, maps, field data, field notes, drawings and specifications, laboratory test data and other similar documents (collectively "Documents") are instruments of professional service, not products, and are the property of Consultant. Consultant has the right, in its sole discretion, to dispose of or retain the Documents. Consultant reserves the right to copyright such documents; however, such copyright is not intended to limit the Client's use of the services provided under this Agreement other than as described below.

12.3. Use of Documents. All Documents prepared by Consultant are solely for use by Client and will not be provided by either party to any other person or entity without Consultant's prior written consent.

12.3.1. Use by Client. Client has the right to reuse the Documents for purposes reasonably connected with the Project for which the Services are provided, including without limitation design and licensing requirements of the Project.

12.3.2. Use by Consultant. Consultant retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services and the right to use the Documents for any purpose.

12.4. Electronic Media. Consultant may agree at Client's request to provide Documents and information in an electronic format. Client recognizes that Documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration due to (among other causes) transmission, conversion, media degradation, software error, or human alteration. Accordingly, all Documents and information provided by Consultant in electronic media are for informational purposes only and not as final documentation; the paper original issued by Consultant will remain the final documentation of the Services.

12.5. Unauthorized Reuse. No party other than Client may rely, and Client will not represent to any other party that it may rely on Documents without Consultant's express prior written consent and receipt of additional compensation. Client will not permit disclosure, mention, or communication of, or reference to the Documents in any offering circular, securities offering, loan application, real estate sales documentation, or similar promotional material without Consultant's express prior written consent. Client waives any and all claims against Consultant resulting in any way from the unauthorized reuse or alteration of Documents by itself or anyone obtaining them through Client. Client will defend, indemnify and hold harmless Consultant from and against any claim, action or proceeding brought by any party claiming to rely upon information or opinions contained in Documents provided to such person or entity, published, disclosed or referred to without Consultant's prior written consent.

13. SAMPLES AND CUTTINGS

13.1. Sample Retention. If Consultant provides laboratory testing or analytic Services, Consultant will preserve such soil, rock, water, or other samples as it deems necessary for the Project, but no longer than 30 days after issuance of any Documents that include the data obtained from these samples. All samples shall remain the property of the Client and in the absence of evidence of contamination Consultant shall dispose of samples for the Client. All samples will be disposed of or destroyed after the thirty (30) day period unless Consultant is otherwise advised. Client will promptly pay and be responsible for the removal and lawful disposal of all contaminated samples, cuttings, Hazardous Materials, and other hazardous substances. Upon request, Consultant will deliver samples to the Client or will store them for an agreed delivery or storage charge.

13.2. Monitoring Wells. Client will take custody of all monitoring wells and probes installed during an investigation by Consultant, and will take any and all necessary steps for the proper maintenance, repair or closure of such wells or probes at Client's expense.

13.3. Cuttings. All cuttings, drilling fluid and wash water shall remain the property of the Client, and Client shall be responsible for and promptly pay for the removal and lawful disposal of cuttings, drilling fluids, wash water and hazardous materials, unless otherwise agreed in writing.

14. RELATIONSHIP OF THE PARTIES

Consultant will perform Services under this Agreement as an independent contractor.

15. ASSIGNMENT AND SUBCONTRACTS

During the term of this Agreement and following its expiration or termination for any reason, neither party may assign this Agreement or any right or claim under it, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. Any assignment that fails to comply with this paragraph will be void and of no effect. Consultant may subcontract for the services of others without obtaining Client's consent if Consultant deems it necessary or desirable for others to perform certain Services.

16. SUSPENSION AND DELAYS

16.1. Procedures. Client may, at any time by 10 days written notice suspend performance of all or any part of the Services by Consultant. Consultant may terminate this Agreement if Client suspends Consultant's Services for more than 60 days and Client will pay Consultant as set forth under Section 17, "Termination." If Client suspends Consultant's Services, or if Client or others delay Consultant's Services, Client and Consultant agree to equitably adjust: (1) the time for completion of the Services; and (2) Consultant's compensation in accordance with Consultant's then current Fee Schedule for the additional labor, equipment, and other charges associated with maintaining its workforce for Client's benefit during the delay or suspension, or charges incurred by Consultant for demobilization and subsequent remobilization.

16.2. Liability. Consultant is not liable to Client for any failure to perform or delay in performance due to circumstances beyond Consultant's control, including but not limited to pollution, contamination, or release of hazardous substances, strikes, lockouts, riots, wars, fires, flood, explosion, "acts of God," adverse weather conditions, acts of government, labor disputes, delays in transportation or inability to obtain material and equipment in the open market.

17. TERMINATION

17.1. Termination for Convenience. Consultant and Client may terminate this Agreement for convenience upon 30 days written notice delivered or mailed to the other party.

17.2. Termination for Cause. In the event of material breach of this Agreement, the non-breaching party may terminate this Agreement if the breaching party fails to cure the breach within 5 days following delivery of the non-breaching party's written notice of the breach to the breaching party. The termination notice must state the basis for the termination. The Agreement may not be terminated for cause if the breaching party cures the breach within the 5-day period.

17.3. Payment on Termination. Following termination other than for Consultant's material breach of this Agreement, Client will pay Consultant for Services performed prior to the termination notice date, and for any necessary Services and expenses incurred in connection with the termination of the Project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination of subcontractor contracts in accordance with Consultant's then current Fee Schedule.

18. DISPUTES

18.1. Mediation. All disputes between Consultant and Client, except those involving Client's failure to pay undisputed invoices as provided herein, are subject to mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, amount of time or money claimed, and requiring that the matter be mediated within 45 days of service of notice. The mediation shall be administered by the American Arbitration Association or by such other person or organization as the parties may agree upon, in accordance with the rules of the American Arbitration Association.

18.2. Precondition to Other Action. No action or suit, except those involving Client's failure to pay undisputed invoices as provided herein, may be commenced unless the mediation did not occur within 45 days after service of notice; or the mediation occurred but did not resolve the dispute; or a statute of limitation would elapse if suit was not filed prior to 45 days after service of notice. If the matter is referred to arbitration, the arbitration shall be conducted in Fresno County, California. The arbitrator shall be appointed within 60 days of the arbitrators' receipt of a written request to arbitrate the dispute. The arbitrator shall be authorized to provide all recognizable remedies available in law or equity for any cause of action that is the basis of the arbitration (to the extent such remedy is not otherwise precluded under this Agreement), provided that (i) the arbitrator shall not have the authority to award punitive damages, and (ii) each party shall bear its own costs and attorney's fees related to the arbitration.

18.3. Choice of Law; Venue. This Agreement will be construed in accordance with and governed by the laws of the state of California. Except for actions, such as for enforcement of mechanic's liens, which are required by statute to be brought in a specific venue, or unless the parties agree otherwise, any mediation or other legal proceeding will occur in Fresno County, California. Client waives the right to have the suit brought, or tried in, or removed to, any other county or judicial jurisdiction. The prevailing party will be entitled to recovery of all reasonable costs incurred, including court costs, reasonable attorney's fees, and other claim related direct expenses.

18.4. Statutes of Limitations. Any applicable statute of limitations will be deemed to commence running on the earlier of the date of substantial completion of Consultant's Services under this Agreement or the date on which claimant knew, or should have known, of facts giving rise to its claims.

19. MISCELLANEOUS

19.1. Integration and Severability. This Agreement reflects the entire agreement of the parties with respect to its terms and conditions, and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.

19.2. Modification of This Agreement. This Agreement may not be modified or altered, except by a written agreement signed by authorized representatives of both parties and referring specifically to this Agreement.

19.3. Notices. Any and all notices, requests, instructions, or other communications given by either party to the other must be in writing and either hand delivered to the recipient or delivered by first-class mail with return receipt (postage prepaid) or express mail (billed to sender) at the addresses given in this Agreement.

19.4. Headings. The headings used in this Agreement are for convenience only and are not a part of this Agreement.

19.5. Waiver. The waiver of any term, conditions or breach of this Agreement will not operate as a subsequent waiver of the same term, condition, or breach. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.

19.6. Survival. These terms and conditions survive the completion of the Services and/or the termination of this Agreement, whether for cause or for convenience.

19.7. Warranty Of Authority To Sign, Personal Guarantee. The person signing this contract warrants that he/she has authority to sign on the behalf of the Client for whose benefit Consultant's services are rendered. If such person does not have such authority, he/she agrees that he/she is personally liable for obligations under this Agreement and all breaches of this contract and that in any action against him/her for breach of such warranty, reasonable attorney's fees shall be included in any judgment rendered. Further, if Client fails to perform and is in breach of this Agreement the person signing this Agreement agrees that he/she is personally liable for obligations under this Agreement and all breaches of this contract and that in any action against him/her for breach of such warranty, reasonable attorney's fees shall be included in any judgment rendered.

19.8. Precedence. These Terms and Conditions take precedence over any inconsistent or contradictory provisions contained in any other agreement term, proposal, purchase order, requisition, notice to proceed, or other document regarding Consultant's Services.

19.9. Incorporation of Provisions Required By Law. Each provision and clause required by law to be inserted in this Agreement is included herein, and the Agreement should be read and enforced as though each were set forth in its entirety herein.

20. HAZARDOUS MATERIALS RISKS

Client recognizes that, while necessary for subsurface investigations, commonly used exploration methods, such as drilling borings, pushing probes or excavating trenches, involve an inherent risk. These exploration methods may penetrate through an aquifer of contaminated fluid and serve as a connecting passageway between the contaminated aquifer and an uncontaminated aquifer or groundwater, inducing cross-contamination. While backfilling with grout or by other means, according to the state of practice, is intended to provide a seal against such passageway, it is

recognized that such a seal may be imperfect and there is an inherent risk of cross-contamination when drilling borings, pushing probes excavating trenches or implementing other methods of exploration in connection with a contaminated site. Client recognizes that the state of practice, particularly with respect to contaminated site and materials conditions, is changing and evolving. While Consultant is required to perform in reasonable accordance with the standards in effect at the time the services are performed, it is recognized that those standards may subsequently change because of improvements in the state of practice.

Client recognizes that Consultant's failure to detect the presence of hazardous materials at a site, even though hazardous materials may be assumed or expected to exist through the use of appropriate and mutually agreed upon sampling techniques, does not guarantee that hazardous materials do not exist at the site. Similarly, Client recognizes that Consultant's subsurface explorations may not encounter hazardous materials at a site, which may later be affected by hazardous materials due to natural phenomena or human intervention. Client recognizes that the state of practice, particularly with respect to contaminated site and materials conditions, is changing and evolving. While Consultant is required to perform in reasonable accordance with the standards in effect at the time the services are performed, it is recognized that those standards may subsequently change because of improvements in the state of practice. Client agrees to waive any claim against Consultant and agrees to defend, indemnify, and hold Consultant harmless from claims or liability for injury or loss arising from Consultant's failure to detect the presence of hazardous materials through techniques commonly employed for the purpose.

All laboratory and field equipment contaminated in performing Consultant's services will be cleaned at Client's expense. Contaminated consumables will be disposed of and replaced at Client's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of Client. All such equipment shall be delivered to Client or disposed of in a manner similar to that indicated for hazardous samples. Client agrees to pay the fair market value of any such equipment which cannot reasonably be decontaminated.

21. ENTIRE AGREEMENT

This Agreement between the parties consists of these Terms and Conditions, the PROPOSAL by the Consultant, and any exhibits or attachments noted in the PROPOSAL. Together, these elements will constitute the entire Agreement superseding any and all prior negotiations, correspondence, or agreements either written or oral. The Parties have read the foregoing, understand completely the terms, and willingly enter into this Agreement. This Agreement was developed to be fair and reasonable to both parties. The terms of this Agreement will prevail over any different or additional terms in Client's purchase order or other forms provided by Client to Consultant as part of the authorization process unless agreed in writing by Consultant. The parties acknowledge that there has been an opportunity to negotiate the terms and conditions of this Agreement and agree to be bound accordingly. Consultant's acceptance of this Agreement is pending credit review and a retainer fee may be required.

Client: CITY OF SELMA

Consultant: KRAZAN & ASSOCIATES, INC.

Signature

Date

Signature

Date

Name (Please Print)

Name (Please Print)

Title

Title

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

March 15, 2021

ITEM NO:

1.e.

SUBJECT: Consideration of an Instructional Service Agreement between the City of Selma and Fresno City College, including an amendment that dictates the term of the agreement.

BACKGROUND: Since July 1, 2018, the City of Selma has had an Instructional Service Agreement (ISA) in place with Fresno City College (FCC) to provide instruction and training to in-service fire personnel. This partnership provides an opportunity for the Selma Fire Department to collect a percentage of funding received by the college for training hours accumulated by its firefighters.

DISCUSSION: The current ISA agreement will expire on June 18, 2021. The amendment to the new agreement will take effect on May 30, 2021. The overlap of agreements was required to ensure all parties (other jurisdictions participate in this program as well) are reimbursed for the full new semester. The new agreement and amendment reimbursement rates will take precedence. Fresno City College receives funding based on instructional and training hours provided. Through the ISA, the Selma Fire Department has personnel who are FCC certified instructors that provide approved instruction and training for our members, which generates funding for the College. The agreement allows fire departments to receive a percentage of that funding. The Selma Fire Department tracks its approved training hours for each semester, and submits to the College for reimbursement. The agreement outlines the percentages received based on the upcoming academic years. As an example, for the Spring and Summer 2020 semesters, the Selma Fire Department submitted 1674 instructional hours. At \$3.50/ hour, the department will receive \$5,859. These funds are utilized for additional training materials and instruction for department staff. The ISA is a relatively simplistic revenue source that the department uses to enhance our training opportunities, and continues a valuable partnership, which has been utilized in the past to evaluate for potential firefighter recruitments.

RECOMMENDATION: Staff recommends that Council approve both the agreement and amendment and authorize the City Manager to execute all documents.

/s/

03-11-2021

Robert Petersen, Fire Chief

Date

/s/

03-11-2021

Teresa Gallavan, City Manager

Date

**INSTRUCTIONAL SERVICE AGREEMENT
BETWEEN
FRESNO CITY COLLEGE
AND
CITY OF SELMA**

This Agreement is made and entered into this 1st day of May, 2021 by and between Fresno City College (FCC), a college of the State Center Community College District (SCCCD), and the City of "Selma", a municipal corporation, (SLM) (together, "the parties").

WITNESSETH

WHEREAS, FCC is authorized by the California Education Code ("Education Code") and Title 5 of the California Code of Regulations ("Title 5"), to conduct Contract Instruction, Assessment and Counseling Services to serve community needs; and

WHEREAS, SLM desires to contract with FCC for to provide educational services to its in-service personnel as set forth herein; and

WHEREAS, the parties mutually desire cooperation of the parties to provide quality instruction and training to meet community needs, as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and promises hereinafter contained to be kept and performed by the respective parties, FCC and SLM mutually agree as follows:

Section 1. RESPONSIBILITIES OF FCC

- a. FCC shall offer approved courses to meet educational needs and requirements of the City of Selma's Fire Department (hereafter referred to as SLM) in-service personnel (all class participants are in-service fire personnel and shall hereafter be referred to as "students").
- b. FCC shall provide a faculty coordinator to work with SLM. Said faculty coordinator shall act as the SLM co-instructor for all FCC affiliated educational courses. Under no circumstances, however, shall the faculty coordinator have authority over the remaining operations of SLM, including but not limited to, personnel issues concerning SLM employees, operational budget, or the use, maintenance, or scheduling of SLM facilities.
- c. FCC and SLM will mutually ensure ancillary and support services are provided for the students (e.g. Counseling, Guidance, & Placement Assistance).
- d. FCC shall assist SLM in registration and other support services to students in order to adequately manage and control the college's course offerings.
- e. FCC shall approve selection of instructors and evaluate the quality of instruction to ensure that it meets the needs of the students and the accreditation requirements of FCC. FCC shall have the primary right to control and direct the

- instructional activities of all instructors.
- f. FCC shall ensure that course offerings meet all appropriate requirements of the Education Code and Title 5.
 - g. FCC shall consult SLM on any revisions to existing FCC courses designed for the SLM program, initiation of new courses, or any other changes, in order to ensure the quality of educational services and to meet the needs of SLM.
 - h. FCC shall provide the use of its facilities and equipment free of charge for use by the SLM, on an as-needed, space available basis for Instructional Service Agreement (ISA) partner programs. FCC shall attempt to provide use of said facilities and equipment during normal business hours.
 - i. FCC shall demonstrate control and direction through such actions as: providing the instructor of record an orientation, instructor's manual, Title 5 course outlines, curriculum materials, testing and grading procedures and any other materials and services it would provide its adjunct instructors on campus.
 - j. By signing this Agreement, FCC certifies it does not receive full compensation for direct education costs of the course from any public or private agency, individual or group.
 - k. FCC has the primary right and responsibility to control and direct the activities of the person or persons furnished by the SLM during the term of the Agreement.

Section 2. RESPONSIBILITIES OF SLM

- a. SLM shall provide classroom space for use as off-campus sites by FCC, free of charge for Instructional Service Agreement (ISA) courses.
- b. SLM shall provide instructors, equipment, materials, day-to-day management support, and all other related overhead necessary to conduct FCC's ISA courses.
- c. SLM shall cooperate with FCC to ensure all personnel, equipment, and materials used in carrying out its responsibilities under this Agreement conform to Education Code and Title 5 mandated standards governing instructional programs, including minimum qualifications for instructors.
- d. SLM shall use the money received as compensation for services under this Agreement for educational and training related purposes as they relate to fire and public safety training programs.
- e. SLM shall assist FCC in collecting all instructional fees associated with the class offerings under this Agreement.
- f. SLM shall pay the tuition fee of \$46 per unit for all SLM students enrolled in ISA courses.
- g. SLM shall pay the off-site health fee of \$13 per semester for all SLM students.
- h. Records of student attendance and registration shall be submitted by SLM to FCC regularly and then maintained by FCC. Records will be open for review at all times by officials of the college and submitted on a schedule developed by FCC by no later than July 1st annually (**see Appendix A**).
- i. By signing this Agreement, the SLM certifies the training facility is open to the public and the instructional activities agreed upon herein will not be fully funded by other sources.

Section 3. PAYMENT FOR SERVICES

- a. In consideration of the services provided herein, FCC shall pay the SLM 58% in academic year 2021-2022, 59% in academic year 2022-2023, and 60% in academic year 2023-2024 of the state base appointment earned due to eligible instructional Full-Time Equivalent Student (FTES) hours (**see Appendix B**).
- b. Above hours shall not exceed 50,000 Student Instructional Hours per academic year, only applicable in academic years when the California Community College Chancellor's Office (CCCCO) implements apportionment caps for its colleges. Notice would be provided to SLM no later than October 30th annually if CCCC) apportionment caps will be in place for the academic year.
- c. City/County shall submit to FCC an invoice for all mutually agreed upon instructional Full-Time Equivalent Student (FTES) hours provided under this Agreement. FCC shall pay SLM the agreed contract price within the agreed upon timeline for the fiscal year, to be established by no later than July 1st annually (**see Appendix C**). Any adjustments to the fiscal year timeline must be presented a minimum of forty-five (45) days prior to the end of any given course section.
- d. Instructional Full-Time Equivalent Student (FTES) hours are defined as those hours reported on SCCCD's CCFS-320 Report, California Community Colleges Apportionment Attendance Reports, which are subject to audit by SCCCD's independent auditor and the California Community Colleges Chancellor's Office.

Section 4. INDEMNIFICATION

- a. SLM shall indemnify, hold harmless and defend FCC, and each of its officers, officials, agents, and volunteers from and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by SLM, FCC or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions of SLM or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement; provided nothing herein shall constitute a waiver by SLM of governmental immunities including California Government Code Section 810 et seq.
- b. FCC shall indemnify, hold harmless and defend SLM and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the SLM, FCC or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions of FCC or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement; provided nothing herein shall constitute a waiver by FCC of governmental immunities including California Government Code Section 810 et seq.
- c. In the event of concurrent negligence on the part of FCC or any of its officers,

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

- d. This section shall survive expiration or termination of this Agreement.

Section 5. INSURANCE

- a. Each party shall insure its activities in connection with this Agreement and maintain at all times insurance in coverage and limit amounts reasonably necessary to protect itself against injuries and damages arising from the acts or omissions caused by each party, their respective Boards, officers, employees and agents in the performance of this Agreement. This insurance requirement may be satisfied through a program of self-insurance, or insurance coverage afforded to public entities through a Joint Powers Authority (JPA) risk pool.

Section 6. MISCELLANEOUS PROVISIONS

- a. If any provisions of this Agreement are found to be, or become, contrary to applicable law or regulations, or court decisions, FCC and SLM agree that the Agreement shall be renegotiated as it relates to said provision, and the remainder of the Agreement shall remain in full force and effect.
- b. Term and Termination. The term of this Agreement shall start on May 1, 2021, and terminate on June 30, 2024. Notwithstanding the foregoing, this Agreement may be terminated at any time, with or without cause, upon written notice given to the other party at least thirty (30) days prior to the end of the term in which classes are currently in session. In the event of such termination, each party shall fully pay and discharge all obligations accruing to the other party up to and including the date of termination. Neither party shall incur any additional liability to the other by reason of such termination.
- c. Either party hereto maintains the right to cancel services prior to the beginning of each course at no cost to either party to this Agreement.
- d. Nondiscrimination. To the extent required by controlling federal, state and local law, the parties shall not employ discriminatory practices in the provision of services, course instruction, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.
- e. This Agreement supersedes any and all other agreements, oral or written, between the parties hereto with respect to the use of the aforesaid facilities or services and contains all covenants and agreements between the parties with respect hereto. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or by anyone acting on behalf of any parties, which are not embodied herein, and that no other agreement, statement, or promise not contained herein shall be valid or binding. Any modification to this Agreement shall be effective only if it is in writing and signed by the SLM and FCC in the form of an amendment to this Agreement.

- f. Compliance with Law. In providing the services required under this Agreement, FCC shall at all times comply with all applicable laws of the United States, the State of California, the SLM, 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.
- g. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.
- h. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
- i. No Third-Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.
- j. Attorney's Fees. If either 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 attorney's fees and legal expenses.
- k. Notice or correspondence required by this Agreement shall be delivered personally or by United States mail as follows:

To FCC:	Peter Cacossa	To SLM:	XXX XXX
	Career & Technology Center 2930 E. Annadale Avenue Fresno, CA 93725		XXX XXX XXX, CA XXXXX

To FCC:	Gary Fief	To X:	XXX XXX
	Fresno City College, RP-10 1101 E. University Avenue Fresno, CA 93741		XXX XXX XXX, CA XXXXX

- l. The specific course(s) covered under this Agreement are described in **Appendix D**, which are incorporated herein by this reference.
- m. SLM shall provide FCC request to add existing course(s) or sections with a minimum of 40 days advanced notice to FCC prior to the class start date. Each additional course of instruction shall require a written agreement to offer the course signed by City/County's administrator or designee as well as the FCC Vice President of Instruction or designee. The course details must be set forth in writing as with the course(s) listed above, and will become attachments to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Fresno, California to be effective May 1, 2021.

City of Selma Fire Department, a Municipal Corporation	Fresno City College, a college of the State Center Community College District
_____ XXX, Title	_____ Cheryl Sullivan, SCCC Vice Chancellor of Finance and Administration
Date: _____	Date: _____
_____ XXX, Title	REVIEWED AND RECOMMENDED FOR APPROVAL:
Date: _____	_____ Dr. Carole Goldsmith, FCC President
ATTEST:	Date: _____
_____ XXX, Title	APPROVED AS TO LEGAL FORM:
Date: _____	_____ Matthew Besmer, SCCC General Counsel
	Date: _____

APPENDIX A

Projected Student Attendance & Registration Records Schedule for 2021-2022:

1. Training Hours & Student Applications Agency Cut Off Date on the last Friday of each month:
 - a. Friday, July 30, 2021
 - b. Friday, August 27, 2021
 - c. Friday, September 24, 2021
 - d. Friday, October 29, 2021
 - e. Friday, November 26, 2021
 - f. Friday, December 31, 2021
 - g. Friday, January 28, 2022
 - h. Friday, February 25, 2022
 - i. Friday, March 25, 2022
 - j. Friday, April 29, 2022
 - k. Friday, May 27, 2022
 - l. Friday, June 24, 2022
2. Due date to FCC FIRET program staff is first Friday of the following month:
 - a. Friday, July 2, 2021
 - b. Friday, August 6, 2021
 - c. Friday, September 3, 2021
 - d. Friday, October 1, 2021
 - e. Friday, November 5, 2021
 - f. Friday, December 3, 2021
 - g. Friday, January 7, 2022
 - h. Friday, February 4, 2022
 - i. Friday, March 4, 2022
 - j. Friday, April 1, 2022
 - k. Friday, May 6, 2022
 - l. Friday, June 3, 2022
3. Deadlines for Any Final Student Applications and Unresolved Academic and/or Financial Holds for the Section:
 - a. Friday, November 26, 2021
 - b. Friday, May 27, 2022

APPENDIX B

FCC Payment Split with the SLM:

First method is to generate Full-Time Equivalent Student numbers in order to calculate the percentage split of apportionment collected. Full-Time Equivalent Student hours are then multiplied by a percentage split based on the State Base Apportionment determined on an annual basis. The following are a few examples per a single Instructional Service Agreement (ISA) course:

58% in academic year 2021-2022 of the instructional Full-Time Equivalent Student (FTES) eligible for state base apportionment based on Daily Student Contact Hours (DSCHs). The following is the formula that will be applied for payment:

$$\text{DSCH} = \frac{\text{\# of Students} \times \text{\# of Hours Per Unit}}{525} = \text{\# of FTES}$$

$$\text{\# of FTES} \times 58\% \text{ of State Base Apportionment } (\$4,013.61 \text{ for 19-20}) = \text{\$ Amount to be Paid}$$

Three examples would be as follows,

FIRET-233 (0.4 unit):

Units and Hours: 0.4 unit					
Summary					
Minimum Credit Units	0.4	Total Course In-Class (Contact) Hours	24.12	Total Student Learning Hours	24.12
Maximum Credit Units	0.4	Total Course Out-of-Class Hours	No value	Faculty Load	1.01
Detail					
Weekly Student Hours		Course Student Hours			
In Class		Out of Class		Course Duration (Weeks)	18
Lecture	No value	No value		Hours per unit divisor	54
Hours				Course In-Class (Contact) Hours	
Lab	1.34	No value		Lecture	No value
Hours				Lab	24.12
Activity	No value	No value		Activity	No value
Hours				Total	24.12
				Course Out-of-Class Hours	
				Lecture	No value
				Lab	No value
				Activity	No value
				Total	No value

$$\text{DSCH} = \frac{15 \text{ students} \times 24.12 \text{ hours for 0.4 Unit}}{525} = 0.6891428 \text{ FTES} \times 58\% \text{ of } \$4,013.61 = \$1,604.25$$

APPENDIX B (continued)

FIRET-233 (1.0 unit):

Units and Hours: 1 unit			
Summary			
Minimum Credit Units	1 Total Course In-Class (Contact) Hours	80.1	Total Student Learning Hours
Maximum Credit Units	1 Total Course Out-of-Class Hours	No value	Faculty Load
			80.1
			3.34
Detail			
Weekly Student Hours		Course Student Hours	
In Class	Out of Class	Course Duration (Weeks)	18
Lecture No value	No value	Hours per unit divisor	54
Hours		Course In-Class (Contact) Hours	
Lab 4.45	No value	Lecture	No value
Hours		Lab	80.1
Activity No value	No value	Activity	No value
Hours		Total	80.1
		Course Out-of-Class Hours	
		Lecture	No value
		Lab	No value
		Activity	No value
		Total	No value

$$\text{DSCH} = \frac{15 \text{ students} \times 80.1 \text{ hours for 1.0 Unit}}{525} = \frac{2.2885714 \text{ FTES} \times 58\% \text{ of}}{\$4,013.61} = \$5,327.55$$

FIRET-133 (21.5 unit):

Units and Hours: 1 unit			
Summary			
Minimum Credit Units	1 Total Course In-Class (Contact) Hours	80.1	Total Student Learning Hours
Maximum Credit Units	1 Total Course Out-of-Class Hours	No value	Faculty Load
			80.1
			3.34
Detail			
Weekly Student Hours		Course Student Hours	
In Class	Out of Class	Course Duration (Weeks)	18
Lecture No value	No value	Hours per unit divisor	54
Hours		Course In-Class (Contact) Hours	
Lab 4.45	No value	Lecture	No value
Hours		Lab	80.1
Activity No value	No value	Activity	No value
Hours		Total	80.1
		Course Out-of-Class Hours	
		Lecture	No value
		Lab	No value
		Activity	No value
		Total	No value

$$\text{DSCH} = \frac{15 \text{ students} \times 576 \text{ hours for 21.5 Unit}}{525} = \frac{16.457142 \text{ FTES} \times 58\% \text{ of}}{\$4,013.61} = \$38,310.48$$

APPENDIX B (continued)

AJ-233R (0.1 unit):

Units and Hours: 10.8 Hours (0.2)					
Summary					
Minimum Credit Units	0.1	Total Course In-Class (Contact) Hours	10.8	Total Student Learning Hours	10.8
Maximum Credit Units	0.1	Total Course Out-of-Class Hours	No value	Faculty Load	0.44
Detail					
Weekly Student Hours		Course Student Hours			
In Class	Out of Class	Course Duration (Weeks)	18		
Lecture No value	No value	Hours per unit divisor	54		
Hours		Course In-Class (Contact) Hours			
Lab 0.58	No value	Lecture	No value		
Hours		Lab	10.8		
Activity No value	No value	Activity	No value		
Hours		Total	10.8		
		Course Out-of-Class Hours			
		Lecture	No value		
		Lab	No value		
		Activity	No value		
		Total	No value		

$$\text{DSCH} = \frac{15 \text{ students} \times 10.8 \text{ hours for 0.1 Unit}}{525} = 0.3085714 \text{ FTES} \times 58\% \text{ of } \$4,013.61 = \$718.32$$

APPENDIX C

Section Schedules and Processing Timeframes for **2021-2022**:

- May 30, 2021-December 17, 2021 (Both AJ & FIRET)
- April 4, 2021-December 17, 2021 (*FIRET-136 Only*)
- November 27, 2021-June 17, 2022 (All AJ & FIRET)
- May 27, 2022-December 16, 2022 (All AJ & FIRET)
- July 6, 2020-July 2, 2021 (Paramedic ONLY – Class 52)
- January 4, 2021-December 31, 2021 (Paramedic ONLY – Class 53)
- January 4, 2021-July 2, 2021 (Paramedic ONLY – Class 54)
- July 5, 2021-July 1, 2022 (Paramedic ONLY – Class 54)
- July 5, 2021-December 31, 2021 (Paramedic ONLY – Class 55)
- January 3, 2022-December 30, 2022 (Paramedic ONLY – Class 55)
- January 3, 2022-July 1, 2022 (Paramedic ONLY – Class 56)

Projected Timelines for **2021-2022** Submission of Applications and Hours, Registration and Grades, as well as 320 Reports, Invoicing, and Payments per section:

Section Dates: 5/30/21-12/17/21

- Training Hours Cut Off for Agency: 11/26/21
- Training Hours Submitted by Agency: 12/3/21
- Yellow Apps (ISA Sr. Program Specialist): 12/6/21-12/10/21
- Registrations (ISA Sr. Program Specialist): 12/13/21-12/15/21
- Positive Attendance Forms (A&R): 12/16/21-12/17/21
- Grades & Attendance Entered (ISA Faculty Coordinator): 12/16/21-12/20/21 by noon
- Due to DO: 1/1/22
- 320 Report Submitted: 1/14/22
- A&R Send 320 Report to FCC Academy Director: 1/21/22
- OPTIONAL (or can be combined with next section for payment):
 - FCC Academy Director Confirms and Authorizes Invoice Amounts per Agency: 1/28/22
 - Agency Submit Invoice to FCC Academy Director: 2/4/22
 - FCC Sends Invoice for Payment: 2/11/22
 - SCCCD Sends Check to Agency: 2/14/22-2/24/22

Section Dates: 11/27/21-6/17/22

- Training Hours Cut Off for Agency: 5/27/22
- Training Hours Submitted by Agency: 6/3/22
- Yellow Apps (ISA Sr. Program Specialist): 6/6/22-6/10/22
- Registrations (ISA Sr. Program Specialist): 6/13/22-6/15/22
- Positive Attendance Forms (A&R): 6/16/22-6/17/22
- Grades & Attendance Entered (ISA Faculty Coordinator): 6/16/22-6/20/22 by noon
- Due to DO: 7/1/22
- 320 Report Submitted: 7/15/22

- A&R Send 320 Report to FCC Academy Director: 7/22/22

APPENDIX C (continued)

- FCC Academy Director Confirms and Authorizes Invoice Amounts per Agency: 7/29/22
- Agency Submit Invoice to FCC Academy Director: 8/5/22
- FCC Sends Invoice for Payment: 8/12/22
- SCCCD Sends Check to Agency: 8/15/22-8/26/22

Section Dates: Paramedic ONLY

- Student Names & IDs from Agency: 10 business days prior to the start of the section
- Registrations (Sr. Program Specialist): 5 business days prior to the start of the section
- Training Hours Cut Off for Agency: Last day of the section
- Training Hours Submitted by Agency: Last day of the section
- Positive Attendance Forms (A&R): within 2 business days of the end of the section
- Grades & Attendance Entered (ISA Coordinator): within 3 business days of the end of the section
- 320 Report Submitted: 1/14/22 or 7/15/22
- A&R Send 320 Report to FCC Academy Director: 1/21/22 or 7/22/22
- FCC Academy Director Confirms and Authorizes Invoice Amount: 1/28/22 or 7/29/22
- Agency Submit Invoice to FCC Academy Director: 2/4/22 or 8/5/22
- FCC Sends Invoice for Payment: 2/11/22 or 8/12/22
- SCCCD Sends Check to Agency: 2/14/22-2/24/22 or 8/15/22-8/26/22

APPENDIX D - Fire

FRESNO CITY COLLEGE ISA COURSE FORM

AGENCY:

This course is presented under the ISA contract between Fresno City College and the above agency pursuant to the terms of said contract. The parties agree to offer the course described herein, under the same terms and conditions as set forth in said contract.

COURSE TITLE:

COURSE NUMBER: COURSE HOURS: UNITS:

DESCRIPTION:

Satisfies annual mandatory continuing education requirements of local Fire Agencies, Fresno County Health Department, the California State Fire Marshal's Office, and appropriate sections of the California Code of Regulations; may be offered in seminar, lecture, and/or lab format; specific course deliver method to be determined by each respective agency.

LEARNING OUTCOMES AND OBJECTIVES

Course Objectives

1. Given a classroom setting and using knowledge of the Fire Technology discipline, discuss technology advances and revisions to regulations and laws as they apply to the specific fire agency.
2. Given a laboratory setting, apply the physical skills to perform various job-related tasks required by the individual's fire protection agency.
3. Given a simulated incident scenario, apply the appropriate strategy and tactics that will address the following incident priorities: 1) life safety, 2) incident stabilization and 3) property conservation.
4. Given classroom instruction, reading assignments, and laboratory activities describe and apply the appropriate emergency medical treatment protocol for a given patient scenario as per Fresno County EMS.

Course Student Learning Outcomes

- | | |
|---|---------------------------------|
| 1. Demonstrate the proper psychomotor skills and cognitive reasoning ability necessary to perform all job-related tasks. | Expected SLO
Performance: 70 |
| 2. Apply current industry best practices relative to modern fire protection and technology techniques within the scope of employment. | Expected SLO
Performance: 70 |

COURSE OUTLINE OF RECORD AVAILABLE IN ELUMEN

<https://fresnocitycollege.elumenapp.com/public/course/118/d9307200-c2d3-11ea-b635-7d9d4b349bb1/d9307200-c2d3-11ea-b635-7d9d4b349bb1>

APPENDIX D - Paramedic

FRESNO CITY COLLEGE ISA COURSE FORM

AGENCY:

These two courses are presented under the ISA contract between Fresno City College and the above agency pursuant to the terms of said contract. The parties agree to offer the course described herein, under the same terms and conditions as set forth in said contract.

COURSE TITLE:

COURSE NUMBER: COURSE HOURS: UNITS:

DESCRIPTION:

Designed to produce qualified and competent EMT - Paramedic educated and trained in all elements of prehospital advanced life support to the acutely ill or injured patients; scope of practice is in accordance with Title 22 of the California Code of Regulations.

LEARNING OUTCOMES AND OBJECTIVES

Course Objectives

1. Perform a scene size-up, identifying scene safety, manpower resources, and rescue needs.
2. Perform an initial assessment identifying and managing immediate life threats.
3. Perform detailed an on-going patient evaluations and apply appropriate treatments.
4. Document and record patient and treatment information.
5. Interact appropriately with all other emergency responders.
6. Manage triage, treatment, transport of patients in a multi-casualty event.
7. Communicate with medical control and dispatch using a variety of electronic devices.

Course Student Learning Outcomes

- | | |
|---|---------------------------------|
| 1. Perform an initial assessment identifying and managing immediate life threats. | Expected SLO
Performance: 70 |
| 2. Perform detailed and on-going patient evaluations. | Expected SLO
Performance: 70 |
| 3. Apply appropriate treatments. | Expected SLO
Performance: 70 |

COURSE OUTLINE OF RECORD AVAILABLE IN ELUMEN

<https://fresnocitycollege.elumenapp.com/public/course/118/0fe0648a-c244-11ea-8b86-e52ff1407be1/0fe0648a-c244-11ea-8b86-e52ff1407be1>

COURSE TITLE: **Emergency Medical Technician – Paramedic Clinical and Field Work**

COURSE NUMBER: **FIRET-136** COURSE HOURS: **679.5** UNITS: **13.0**

DESCRIPTION:

The student will rotate through two required settings. The hospital, which consists of rotations in various departments including: emergency, surgery, labor & delivery and pediatrics, specialty units and Advanced Cardiac Life Support (ACLS), certification. The field, responding with assigned paramedic preceptors, the students will assess the scene, patients and provide appropriate care. The rotations are required to produce qualified and competent EMT-Paramedics who are educated and trained in all elements of prehospital advanced life support to the acutely ill or injured patients, in accordance with local protocols and Title 22 of the California Code of Regulations.

LEARNING OUTCOMES AND OBJECTIVES

Course Objectives

1. Perform a scene size-up, identifying scene safety, manpower resources, and rescue needs.
2. Perform an initial assessment identifying and managing immediate life threats.
3. Perform detailed and on-going patient evaluations and apply appropriate treatments.
4. Document and record patient and treatment information.
5. Interact appropriately with all other emergency responders.
6. Manage triage, treatment, transport of patients in a multi-casualty event.
7. Communicate with medical control and dispatch using a variety of electronic devices.

Course Student Learning Outcomes

- | | |
|---|---------------------------------|
| 1. Perform an initial assessment identifying and managing immediate life threats. | Expected SLO
Performance: 70 |
| 2. Perform detailed and on-going patient evaluations. | Expected SLO
Performance: 70 |
| 3. Apply appropriate treatments. | Expected SLO
Performance: 70 |

COURSE OUTLINE OF RECORD AVAILABLE IN ELUMEN

<https://fresnocitycollege.elumenapp.com/public/course/118/19e57d43-9283-4443-8403-cccec59b2073/19e57d43-9283-4443-8403-cccec59b2073>

APPENDIX D - Police

FRESNO CITY COLLEGE ISA COURSE LIST

AGENCY: ☒

These courses are presented under the ISA contract between Fresno City College and the above agency pursuant to the terms of said contract. The parties agree to offer the course described herein, under the same terms and conditions as set forth in said contract.

AJ-233 - AR-15 Armorer Course
AJ-233A - Tactical Firearms (PSP)
AJ-233B - Firearms - Tactical Rifle
AJ-233C - Civil Procedure for Law Enforcement Officers
AJ-233D - Cal Gang End User Training
AJ-233E - Police Training Officer (PTO)
AJ-233F - Wilderness Tracking
AJ-233G - Electronic Weapons
AJ-233H - Driving (PSP)
AJ-233I - Court & Temporary Holding Facility
AJ-233J - Advanced Officer Course
AJ-233K - Arrest & Control Update
AJ-233L - Training Conference
AJ-233M - Patrol Canine Handler Update
AJ-233N - Search and Rescue Training Update
AJ-233O - Underwater Search and Recovery Update
AJ-233P - Search & Rescue Inclement Weather Update
AJ-233Q - Introduction to Tactical Dispatcher Course
AJ-233R - Response to Active Shooters Update
AJ-233S - Training Conference - Gang Update
AJ-233T - Training Conference - Active Shooter Update
AJ-233U - Training Conference - Emotional Survival for Officers Update
AJ-233V - Officer Skills Orientation Update
AJ-233W - Pursuit Intervention Technique - PIT Update
AJ-233X - Critical Incident Stress Debrief Update
AJ-233Y - De-Escalation Update
AJ-234 - Adult Corrections Officer Core Course
AJ-234A - Adult Corrections Officer Core Enhancement Course
AJ-234B - PC 832 Laws of Arrest
AJ-234C - PC 932 Firearms
AJ-235 - Reserve Officer - Firearm Update Training
AJ-235A - Reserve Officer - Vehicle Transition Update Training
AJ-235B - Reserve Officer Driver Awareness Issues - Below 100 Update
AJ-235C - Reserve Officer - E.V.O.C. Update Training
AJ-235D - Reserve Officer - C.P.R. / A.E.D. Update Training
AJ-235E - Reserve Officer - First Aid Update Training
AJ-235F - Reserve Officer - Electronic & Impact Weapons Update Training
AJ-235G - Reserve Officer - Report Writing Update Training

AJ-240 - Arrest and Control Update
AJ-240A - Tactical Rifle for Law Enforcement
AJ-240B - Firearms Update
AJ-240D - Driver Training - Emergency Vehicle Update
AJ-240E - Bias Based Policing Update Training
AJ-240F - Principled Policing Update
AJ-240G - First Aid for Medical Injuries Update
AJ-240H - CPR / AED Update Training
AJ-240I - First Aid for Traumatic Injuries Update
AJ-243 - Arrest and Control Update for Probation Officers
AJ-243A - Juvenile Institution Orientation Training
AJ-243B - Expandable Baton Update for Probation Officers
AJ-243C - Pepper Spray Training for Probation Officers
AJ-243D - Basic Use of Force Options for Probation Officers
AJ-243E - Tactical Approaches and Entries for Probation Officers
AJ-243F - Field Tactics Update for Probation Officers
AJ-243G - Offender Behavior Modification
AJ-245 - Academy Instructor Certification Course Update
AJ-245A - Arrest & Control Techniques Update
AJ-245B - Baton User Update
AJ-245C - Canine Agitator
AJ-245D - Detective School
AJ-245E - Driver Awareness Instructor
AJ-245F - Driver Awareness Update
AJ-245G - Driver Training Instructor
AJ-245H - PIT Instructor
AJ-245I - Driver Training/EVOC/PIT Update
AJ-245J - Driver Training Simulator
AJ-245K - Driving / Force Option Simulator Combo
AJ-245L - Drug Facilitated Sexual Assault
AJ-245M - Electronic Weapons
AJ-245N - Firearms Instructor Update
AJ-245O - Tactical Handgun
AJ-245P - Tactical Rifle Advanced
AJ-245Q - Tactical Rifle Update
AJ-245R - Tactical Rifle 1st Responder
AJ-245S - Tactical Shotgun
AJ-245T - Tactical Handgun Advanced
AJ-245U - First Aid & CPR Refresher
AJ-245V - Force Option Simulator
AJ-245W - Less Lethal Weapons
AJ-245X - Mental Illness Awareness Refresher
AJ-245Y - Officer Safety/Field Tactics
AJ-245Z - Officer Safety/Field Tactics Update
AJ-246 - Rifle Marksmanship and Sniper
AJ-246A - Search/Arrest Warrant
AJ-246B - Traffic Collision Investigation Update
AJ-246C - Use of Force Update
AJ-246D - Perishable Skills Program I

AJ-246E - Perishable Skills Program II

AJ-246F - Rifle Instructor

AJ-246G - K9 Handler Update

AJ-246H - MACTAC - Multi Assault, Counter Terrorism Action Capabilities

AJ-246I - Basic Bicycle Patrol

AJ-246J - Drug / Alcohol Standardized Field Sobriety Tests Update

AJ-246K - Crisis Intervention Training

AJ-246L - Critical Incident Articulation Update

COURSE OUTLINES OF RECORD AVAILABLE IN ELUMEN

<https://fresnocitycollege.elumenapp.com/public/course/118/d9307200-c2d3-11ea-b635-7d9d4b349bb1/d9307200-c2d3-11ea-b635-7d9d4b349bb1>

AMENDMENT TO AGREEMENT

AMENDMENT TO AGREEMENT ("Amendment") made and entered into as of this 1st day of March 2021, amends the Agreement entered into between the City of Selma, a municipal corporation ("SLM"), and Fresno City College, a college of the State Center Community College District ("SCCCD").

RECITALS

SLM and SCCCDC entered into an Agreement, dated July 1, 2018, for services related to instructional services provided by SLM at Fresno City College ("Agreement"); and

SLM and SCCCDC now desire to end the agreement performance by June 18, 2021, and initiate a new agreement as of May 30, 2021 for any performance thereafter.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual premises herein contained, and for other good and valuable consideration hereby acknowledge, the parties agree that the aforesaid Agreement be amended as follows:

1. The term of the Agreement is terminated as of June 18, 2021.
2. Except as otherwise provided herein, the Agreement entered into by SLM and SCCCDC, dated July 1, 2018, remains in full force and effect.
3. In the event of any conflict between the body of this Amendment and any Exhibit or Attachment hereto, the terms and conditions of the body of this Amendment shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Amendment, shall be null and void.

WITNESS WHEREOF, the parties have executed this Amendment at Fresno, California, the day and year first above written.

City of Selma Fire Department, a Municipal Corporation	Fresno City College, a college of the State Center Community College District
_____ XXX, Title	_____ Cheryl Sullivan, SCCCDC Vice Chancellor of Finance and Administration
Date: _____	Date: _____
_____ XXX, Title	REVIEWED AND RECOMMENDED FOR APPROVAL:
Date: _____	_____ Dr. Carole Goldsmith, FCC President
ATTEST:	Date: _____
_____ XXX, Title	APPROVED AS TO LEGAL FORM:
Date: _____	_____ Matthew Besmer, SCCCDC General Counsel
	Date: _____

APPENDIX A

Student Attendance & Registration Records Schedule for **2020-2021**:

1. Training Hours & Student Applications Agency Cut Off Date on the last Friday of each month:
 - a. *Wednesday, July 15, 2020*
 - b. *Saturday, August 15, 2020*
 - c. *Tuesday, September 15, 2020*
 - d. Friday, October 30, 2020
 - e. Friday, November 27, 2020
 - f. Friday, December 25, 2020
 - g. Friday, January 29, 2021
 - h. Friday, February 26, 2021
 - i. Friday, March 26, 2021
 - j. Friday, April 30, 2021
 - k. Friday, May 28, 2021
 - l. Friday, June 25, 2021
2. Due date to FCC FIRET program staff is first Friday of the following month:
 - a. *Wednesday, July 15, 2020*
 - b. *Saturday, August 15, 2020*
 - c. *Tuesday, September 15, 2020*
 - d. Friday, November 6, 2020
 - e. Friday, December 4, 2020
 - f. Friday, January 1, 2021
 - g. Friday, February 5, 2021
 - h. Friday, March 5, 2021
 - i. Friday, April 2, 2021
 - j. Friday, May 7, 2021
 - k. Friday, June 4, 2021
3. Deadlines for Any Final Student Applications and Unresolved Academic and/or Financial Holds for the Section:
 - a. Friday, July 31, 2020 (*AJ Only*)
 - b. Sunday, August 9, 2020 (*FIRET Only*)
 - c. Friday, November 27, 2020
 - d. Friday, May 28, 2021

APPENDIX B

Section Schedules and Processing Timeframes for **2020-2021**:

- March 14, 2020-August 9, 2020 (*FIRET Only*)
- May 23, 2020-July 31, 2020 (*AJ Only*)
- August 1, 2020-December 18, 2020 (*AJ Only*)
- August 10, 2020-December 18, 2020 (*FIRET Only*)
- August 10, 2020-April 30, 2021 (*FIRET-136 Only*)
- November 28, 2020-June 18, 2021 (Both AJ & FIRET)
- January 6, 2020-July 3, 2020 (Paramedic ONLY – Class 52)
- July 6, 2020-July 2, 2021 (Paramedic ONLY – Class 52)
- August 3, 2020-January 1, 2021 (Paramedic ONLY – Class 53)
- January 4, 2021-December 31, 2021 (Paramedic ONLY – Class 53)
- January 4, 2021-July 2, 2021 (Paramedic ONLY – Class 54)

Timelines for **2020-2021** Submission of Applications and Hours, Registration and Grades, as well as 320 Reports, Invoicing, and Payments per section:

Section Dates: 5/26/20-7/31/20 (AJ courses) or 3/13/20-8/9/20 (FIRET courses)

Section Dates: 8/1/20 (AJ courses) or 8/10/20 (FIRET courses)-12/18/20

- Training Hours Cut Off for Agency: 11/27/20
- Training Hours Submitted by Agency: 12/4/20
- Yellow Apps (Sr. Program Specialist): 12/7/20-12/11/20
- Registrations (Sr. Program Specialist): 12/14/20-12/16/20
- Positive Attendance Forms (A&R): 12/17/20-12/18/20
- Grades & Attendance Entered (ISA Coordinator): 12/17/20-12/21/20 by noon
- Due to DO: 1/1/21
- 320 Report Submitted: 1/15/21
- A&R Send 320 Report to FCC Academy Director: 1/22/21
- OPTIONAL (or can be combined with next section for payment):
 - FCC Academy Director Confirms and Authorizes Invoice Amounts per Agency: 1/29/21
 - Agency Submit Invoice to FCC Academy Director: 2/5/21
 - FCC Sends Invoice for Payment: 2/12/21
 - SCCCD Sends Check to Agency: 2/15/21-2/26/21

Section Dates: 11/28/20-6/18/21

- Training Hours Cut Off for Agency: 5/29/21
- Training Hours Submitted by Agency: 6/4/21
- Yellow Apps (Sr. Program Specialist): 6/7/21-6/11/21
- Registrations (Sr. Program Specialist): 6/14/21-6/16/21
- Positive Attendance Forms (A&R): 6/17/21-6/18/21
- Grades & Attendance Entered (ISA Coordinator): 6/17/21-6/21/21 by noon
- Due to DO: 7/1/21
- 320 Report Submitted: 7/16/21
- A&R Send 320 Report to FCC Academy Director: 7/23/21

APPENDIX B (continued)

- FCC Academy Director Confirms and Authorizes Invoice Amounts per Agency: 7/30/21
- Agency Submit Invoice to FCC Academy Director: 8/6/21
- FCC Sends Invoice for Payment: 8/13/21
- SCCCD Sends Check to Agency: 8/16/21-8/27/21

Section Dates: Paramedic ONLY

- Student Names & IDs from Agency: 10 business days prior to the start of the section
- Registrations (Sr. Program Specialist): 5 business days prior to the start of the section
- Training Hours Cut Off for Agency: Last day of the section
- Training Hours Submitted by Agency: Last day of the section
- Positive Attendance Forms (A&R): within 2 business days of the end of the section
- Grades & Attendance Entered (ISA Coordinator): within 3 business days of the end of the section
- 320 Report Submitted: 1/15/21 or 7/16/21
- A&R Send 320 Report to FCC Academy Director: 1/22/21 or 7/23/21
- FCC Academy Director Confirms and Authorizes Invoice Amount: 1/29/21 or 7/30/21
- Agency Submit Invoice to FCC Academy Director: 2/5/21 or 8/6/21
- FCC Sends Invoice for Payment: 2/12/21 or 8/13/21
- SCCCD Sends Check to Agency: 2/15/21-2/26/21 or 8/16/21-8/27/21

CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
76837	03/01/2021	Printed	A&S PUMP SERVICE	ADJ PROBE ON LIFT PUMP-E FRONT		112.00
76838	03/01/2021	Printed	IRMA AGUILAR / G'S RISTORANTE	COVID 19 SMALL BUSINESS RELIEF		2,500.00
76839	03/01/2021	Printed	AMERICAN AMBULANCE	MARCH 2021 PAYMENT		93,750.00
76840	03/01/2021	Printed	ANDY & BETTY WONG INC.	COVID 19 SMALL BUSINESS RELIEF		2,500.00
76841	03/01/2021	Printed	ASBURY ENVIRONMENTAL SERVICES	USED OIL DISPOSAL & OIL FILTER DRUM REPLACEMENT		140.00
76842	03/01/2021	Printed	AT&T	TELEPHONE -FEBRUARY 2021		23.07
76843	03/01/2021	Printed	AT&T	INTERNET SERVICE 2/6-3/5/21		78.84
76844	03/01/2021	Printed	AT&T	INTERNET SERVICE		74.19
76845	03/01/2021	Printed	AT&T	TELEPHONE 1/12/21-2/11/21		46.75
76846	03/01/2021	Printed	AT&T MOBILITY	TELEPHONE -MDT'S 1/1-1/31/21		369.81
76847	03/01/2021	Printed	SHAMSAN BA HAJ / SUPER DRIVE IN	COVID 19 SMALL BUSINESS RELIEF		2,500.00
76848	03/01/2021	Printed	BENNY BACA / COOL AIR SPECIALTY	INSTALL THERMOSTAT -FD A ST		340.00
76849	03/01/2021	Printed	BANNER PEST CONTROL INC	PEST CONTROL -FEBRUARY 2021		441.00
76850	03/01/2021	Printed	RAQUEL D BENAVIDEZ / KELLY KOUTURE SALON	COVID 19 SMALL BUSINESS RELIEF		2,500.00
76851	03/01/2021	Printed	BEST UNIFORMS	CODE ENF. REVOLVING ACCT	R	97.18
76852	03/01/2021	Printed	ANDRES BIBIAN	SEXUAL ASSAULT FOR FIRST RESPONDERS PER DIEM 3/29/21	R	11.00
76853	03/01/2021	Printed	JAY WESLEY BROCK / TOP DOG TRAINING CENTER	K9 MAINTENANCE 2/15/21		90.00
76854	03/01/2021	Printed	NANCY K CABALLERO ROMERO / KERRY'S FASHION	COVID 19 SMALL BUSINESS RELIEF		2,500.00
76855	03/01/2021	Printed	CADDYSHACK RODENT SERVICE, LLC	SQUIRREL ABATEMENT -SHAHER		2,557.50
76856	03/01/2021	Printed	JONATHAN CARRILLO	SEXUAL ASSAULT FOR FIRST RESPONDERS PER DIEM 3/29/21	R	11.00
76857	03/01/2021	Printed	CASCADE FIRE EQUIPMENT COMPANY	FIRE EQUIPMENT		1,283.76
76858	03/01/2021	Printed	CDCE INCORPORATED	MDT MONTHLY LEASE -PD		220.00
76859	03/01/2021	Printed	CENTRAL VALLEY ENGINEERING	COVID 19 SMALL BUSINESS RELIEF		2,500.00
76860	03/01/2021	Printed	JOHNNIE CERDA	K9 CASE LAW COURSE PER DIEM 3/4/21		75.00
76861	03/01/2021	Printed	JONATHAN CHACON	K9 CASE LAW COURSE PER DIEM 3/4/21		75.00
76862	03/01/2021	Printed	ESPERANZA CHAVEZ / ESPI'S BEAUTY SALON	COVID 19 SMALL BUSINESS RELIEF		2,500.00
76863	03/01/2021	Printed	CISCO SYSTEMS CAPITAL CRP	LEASE-PHONE SYSTEM/BACKUP 2/15- 3/14/21		3,280.05
76864	03/01/2021	Printed	COLLEGE OF THE SEQUOIAS	COURT & TEMPORARY HOLDING COURSE PER DIEM 2/17/21	R	500.00
76865	03/01/2021	Printed	COUNTY OF FRESNO	RMS/JMS/CAD ACCESS FEES-JAN 21		500.90
76866	03/01/2021	Printed	JESSE AARON CROUCH / SELMA BARBER SHOP	COVID 19 SMALL BUSINESS RELIEF		2,500.00
76867	03/01/2021	Printed	DATA TICKET, INC.	PARKING CITATION PROCESSING -JAN 21		200.00
76868	03/01/2021	Printed	DATAPATH LLC	(2) 32 INCH MONITORS FOR PLAN		1,157.67
76869	03/01/2021	Printed	DAVE TURNEY & ASSOCIATES, LLC.	FORKLIFT TRAINING & CERT. -PW		660.00
76870	03/01/2021	Printed	DAVID J DAVIS / WAY OF THE FIST	COVID 19 SMALL BUSINESS RELIEF		2,500.00
76871	03/01/2021	Printed	FIRE RECOVERY EMS LLC	AMBULANCE BILLING -JAN 21		18,602.16
76872	03/01/2021	Printed	FREEWAY BOWL LLC	COVID 19 SMALL BUSINESS RELIEF		2,500.00
76873	03/01/2021	Printed	FRESNO CITY COLLEGE	FIELD TRAINING OFFICER UPDATE COURSE 2/8-2/10/21	R	61.00
76874	03/01/2021	Printed	FRESNO COUNTY EDC	CENTRAL VALLEY TRAINING CENTER - JAN 21	R	22,525.39
76875	03/01/2021	Printed	FRESNO COUNTY FIRE	MOBILE EQUIPMENT REPAIRS		400.00
76876	03/01/2021	Printed	FRESNO COUNTY TAX COLLECTOR	PROPERTY TAX/SEWER 2ND INSTALL		3,585.15
76877	03/01/2021	Printed	FRESNO OXYGEN	OXYGEN RENTALS		68.84
76878	03/01/2021	Printed	GAR BENNETT LLC	PVC -DOG PARK		3.97
76879	03/01/2021	Printed	JACQUELINE H. GARCIA / GARCIA DOCUMENT SERVICES	COVID 19 SMALL BUSINESS RELIEF		2,500.00
76880	03/01/2021	Printed	GEIL ENTERPRISES INC	JANITORIAL SERVICE -FEB 2021		3,060.00
76881	03/01/2021	Printed	DAKOTA GORDON	PER DIEM 1/10/21-1/29/21 MISSION VIEJO HOSPITAL	R	1,223.00

CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
76882	03/01/2021	Printed	WYATT GORMAN	K9 CASE LAW COURSE PER DIEM 3/4/21		75.00
76883	03/01/2021	Printed	JASON GRAY	REIMBURSEMENT FOR ENGINE BOSS CLASS		325.00
76884	03/01/2021	Printed	ELSA GUIBA / BOMB TACO'S & BEER	COVID 19 SMALL BUSINESS RELIEF		2,500.00
76885	03/01/2021	Printed	HBR ROOFING	BUSINESS LIC OVERPAYMENT REIMB -		4.00
76886	03/01/2021	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 2/10/21		3,296.20
76887	03/01/2021	Printed	HENRY SCHEIN INC.	MEDICAL SUPPLIES		868.16
76888	03/01/2021	Printed	ANTHONY HERNANDEZ / TONY'S JUNK REMOVAL	BUSINESS LIC REIMBURSEMENT - DECIDED TO WITHDRAW HIS APPLICATION		4.00
76889	03/01/2021	Printed	JESSE HERRERA / IRON FITNESS	COVID 19 SMALL BUSINESS RELIEF		2,500.00
76890	03/01/2021	Printed	MATTHEW HUGHES	INVESTIGATIVE INTERVIEW & INTERROGATION PER DIEM 3/8-3/12/21	R	55.00
76891	03/01/2021	Printed	JOHNSON CONTROLS SECURITY	REPLACED SENSOR FOR NEW DOOR - PIONEER VILLAGE		724.85
76892	03/01/2021	Printed	MICHAEL KAIN	MEDICAL PREMIUM REIMB -MAR 21		1,304.68
76893	03/01/2021	Printed	GURDEEP KAUR	COVID 19 SMALL BUSINESS RELIEF		2,500.00
76894	03/01/2021	Printed	JEFF KESTLY	MEDICAL PREMIUM REIMB -MAR 21		204.52
76895	03/01/2021	Printed	KINGS INDUSTRIAL OCCUPATION	PRE-EMPLOYMENT PHYSICAL-PD		618.00
76896	03/01/2021	Printed	KRAZAN & ASSOCIATES, INC.	COMPACTION TEST/INSPECTION SERVICE -SHERIDAN STORM DRAIN	G	3,120.00
76897	03/01/2021	Printed	RUSSELL A KULOW / KULOW BROTHERS	CITATION BOOKS- PD		1,018.95
76898	03/01/2021	Printed	MAYTIA LEE	COVID 19 SMALL BUSINESS RELIEF		2,500.00
76899	03/01/2021	Printed	LIFE-ASSIST INC.	MEDICAL SUPPLIES		308.03
76900	03/01/2021	Printed	CONNIE MARIE LOPEZ	COVID 19 SMALL BUSINESS RELIEF		2,500.00
76901	03/01/2021	Printed	SANDRA HUERTA LOZANO / KRAZY FRUTA	COVID 19 SMALL BUSINESS RELIEF		2,500.00
76902	03/01/2021	Printed	DENNIS J. LUJAN / LUJAN'S BARBER SHOP	COVID 19 SMALL BUSINESS RELIEF		2,500.00
76903	03/01/2021	Printed	STEVEN LEE MCINTIRE	MEDICAL PREMIUM REIMB -MAR 21		1,734.92
76904	03/01/2021	Printed	ALMA MENCHACA / SELMA NUTRITION	COVID 19 SMALL BUSINESS RELIEF		2,500.00
76905	03/01/2021	Printed	ALMA MENCHACA / TAXES Y ENVIOS LA MEXICANA	COVID 19 SMALL BUSINESS RELIEF		2,500.00
76906	03/01/2021	Printed	METRO UNIFORM	POLICE REVOLVING ACCT	R	478.97
76907	03/01/2021	Printed	NOAH MITCHELL	K9 CASE LAW COURSE PER DIEM 3/4/21		75.00
76908	03/01/2021	Printed	OFFICE DEPOT, INC.	OFFICE SUPPLIES		258.99
76909	03/01/2021	Printed	SARBJIT PANU / SELMA AUTO SERVICE	COVID 19 SMALL BUSINESS RELIEF		2,500.00
76910	03/01/2021	Printed	SIMRAN SINGH PANU / CENTRAL VALLEY SMOG	COVID 19 SMALL BUSINESS RELIEF		2,500.00
76911	03/01/2021	Printed	SIMRAN SINGH PARU / ELITE LIMOUSINE	COVID 19 SMALL BUSINESS RELIEF		2,500.00
76912	03/01/2021	Printed	PG&E	UTILITIES -FEBRUARY 2021		12.71
76913	03/01/2021	Printed	PG&E	UTILITIES -FEBRUARY 2021		52.44
76914	03/01/2021	Printed	PG&E	UTILITIES -FEBRUARY 2021		121.99
76915	03/01/2021	Printed	PG&E	UTILITIES -FEBRUARY 2021		15,719.60
76916	03/01/2021	Printed	PITNEY BOWES INC.	POSTAGE MACHINE RENTAL-CH 3/15- 6/15/21		130.17
76917	03/01/2021	Printed	MAGDALENA YESENIA PONCE / PLATINUM LOOKS	COVID 19 SMALL BUSINESS RELIEF		2,500.00
76918	03/01/2021	Printed	PURCHASE POWER	POSTAGE REFILL -CH		500.00
76919	03/01/2021	Printed	THOMAS R. REDEMER	SAC TALENT FINALIST		100.00
76920	03/01/2021	Printed	BETTY L. REYNA / BEAUTY BOUTIQUE	COVID 19 SMALL BUSINESS RELIEF		2,500.00
76921	03/01/2021	Printed	ELMO JOHN ROSSOTTI	FABRICATE/INSTALL BAR DOOR		250.00
76922	03/01/2021	Printed	RZ ZAMORA INCORPORATED / RODOLFO'S	COVID 19 SMALL BUSINESS RELIEF		2,500.00
76923	03/01/2021	Printed	SAHIB LLC / CHICAGO'S PIZZA	COVID 19 SMALL BUSINESS RELIEF		2,500.00
76924	03/01/2021	Printed	SALAZAR RESTAURANT ENT. INC. / SAL'S MEXICAN RESTAURANT	COVID 19 SMALL BUSINESS RELIEF		2,500.00
76925	03/01/2021	Printed	SALEH SALEH / WINNERS DRIVE IN	COVID 19 SMALL BUSINESS RELIEF		2,500.00

CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
76926	03/01/2021	Printed	SCOTT SANDERS	MEDICAL PREMIUM REIMB -MAR 21		1,326.20
76927	03/01/2021	Printed	JESSE SAUCEDO / ROSCOE'S CHILI DOGS	COVID 19 SMALL BUSINESS RELIEF		2,500.00
76928	03/01/2021	Printed	SECOND CHANCE ANIMAL SHELTER	MONTHLY SUPPORT -MARCH 2021		8,215.80
76929	03/01/2021	Printed	SELMA COMMUNITY OUTREACH	COVID 19 SMALL BUSINESS RELIEF		2,500.00
76930	03/01/2021	Printed	SELMA DISTRICT CHAMBER OF COMMERCE	COVID 19 SMALL BUSINESS RELIEF		2,500.00
76931	03/01/2021	Printed	SELMA PORTUGUESE AZORIAN	COVID 19 SMALL BUSINESS RELIEF		2,500.00
76932	03/01/2021	Printed	SELMA WRESTLING CLUB	COVID 19 SMALL BUSINESS RELIEF		2,500.00
76933	03/01/2021	Printed	SELMA YOUTH SOCCER LEAGUE	COVID 19 SMALL BUSINESS RELIEF		2,500.00
76934	03/01/2021	Printed	MARIA ELENA SILVA / BEAD CENTRAL	COVID 19 SMALL BUSINESS RELIEF		2,500.00
76935	03/01/2021	Printed	SITEONE LANDSCAPE SUPPLY, LLC.	REPLACED BACKFLOW ON WHITSON/BRANCH, LANDSCAPING SUPPLIES -VETERAN'S PLAZA		1,100.21
76936	03/01/2021	Printed	SPARKLETTS	WATER SERVICE -PD		65.79
76937	03/01/2021	Printed	SPARKLETTS	WATER SERVICE -CVTC	R	39.99
76938	03/01/2021	Printed	SHIU YING TANG / GOLDEN DRAGON	COVID 19 SMALL BUSINESS RELIEF		2,500.00
76939	03/01/2021	Printed	TELEFLEX LLC	MEDICAL SUPPLIES		1,458.22
76940	03/01/2021	Printed	THE CRISCOM COMPANY	SEWER INFRASTRUCTURE -MAR 21		4,500.00
76941	03/01/2021	Printed	ROSALINDA TOVAR / ROSA LINDA'S MEXICAN CUISINE	COVID 19 SMALL BUSINESS RELIEF		2,500.00
76942	03/01/2021	Printed	RUSSELL & MARIE TYGART / UNIQUELY YOURS	COVID 19 SMALL BUSINESS RELIEF		2,500.00
76943	03/01/2021	Printed	TYLER TECHNOLOGIES, INC.	ANNUAL MAINTENANCE AGREEMENT		5,493.37
76944	03/01/2021	Printed	U.S. BANK CORPORATE PMT SYSTEM	CALCARD CHARGES 1/23-2/22/21		9,133.41
76945	03/01/2021	Printed	UNITY IT	MDT MANAGED SERVICES -JAN 21		2,495.50
76946	03/01/2021	Printed	VALLEY SHREDDING LLC	DOCUMENT DESTRUCTION SERVICE - CH & PD		60.00
76947	03/01/2021	Printed	JOHN VALVERDE / VALVERDE'S TILE	COVID 19 SMALL BUSINESS RELIEF		2,500.00
76948	03/01/2021	Printed	VANIR CONSTRUCTION	PROFESSIONAL SERVICES -JAN 21 ROCKWELL POND PROJECT		1,645.00
76949	03/01/2021	Printed	JUAN VARGAS / SK AUTO BODY	COVID 19 SMALL BUSINESS RELIEF		2,500.00
76950	03/01/2021	Printed	VERIZON WIRELESS	AIRCARDS 1/19/21-2/18/21		531.51
TOTAL						325,550.41

Grant: G PD State Appropriation: PDSA (457)

Reimbursement: R

WIRE/EFT					
03/01/21	IRG REALTY		TRAINING CENTER LEASE MARCH 21	R	10,411.01

US BANK INVOICE FOR CALCARD CHARGES: 1/23/21-2/22/21

TRANSACTION					
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
CALEB GARCIA	1/21/2021	JOHNNY QUIK, FRESNO CA	FUEL-ACT	269-2100-600.257.000	50.00
CALEB GARCIA	1/26/2021	SHELL OIL, FRESNO CA	FUEL-ACT	269-2100-600.257.000	56.25
CALEB GARCIA	1/28/2021	VIOC, FRESNO CA	VEHICLE MAINTENANCE-ACT	269-2100-600.257.000	70.34
CALEB GARCIA	1/29/2021	BULLARD SINCLAIR, FRESNO CA	FUEL-ACT	269-2100-600.257.000	55.40
CALEB GARCIA	2/3/2021	CHEVRON, MADERA CA	FUEL-ACT	269-2100-600.257.000	48.73
CALEB GARCIA	2/8/2021	SAVE & GO, SELMA CA	FUEL-ACT	269-2100-600.257.000	52.36
CALEB GARCIA	2/12/2021	CHEVRON, FRESNO CA	FUEL-ACT	269-2100-600.257.000	53.90
CALEB GARCIA	2/18/2021	CHEVRON, FRESNO CA	FUEL-ACT	269-2100-600.257.000	59.18
CHRISTINA ARIAS	1/25/2021	RIT AID	PERSONNEL COMMISSION SNACKS	100-1400-610.920.000	39.41
CHRISTINA ARIAS	1/26/2021	G'S RISTORANTE ITALIANO	PERSONNEL COMMISSION DINNER	100-1400-610.920.000	139.91
CHRISTINA ARIAS	1/28/2021	SAL'S MEXICAN RESTAURANT	PERSONNEL COMMISSION CHIPS & SALSA	100-1400-610.920.000	7.89
CHRISTINA ARIAS	1/28/2021	SAL'S MEXICAN RESTAURANT	PERSONNEL COMMISSION DINNER	100-1400-610.920.000	41.54
CITY OF SELMA FIRE QRT MST	1/31/2021	HOME DEPOT	SQ110 OES STORAGE BOXES	100-2525-600.250.000	34.64
CITY OF SELMA FIRE QRT MST	2/5/2021	WPSG THE FIRE STORE	TURNOUT BOOTS / FLASHLIGHTS	100-2525-600.476.000	769.78
CITY OF SELMA FIRE QRT MST	2/5/2021	WARRIOR FIRE EQUIPMENT	HOSE STRAPS	100-2525-600.375.000	135.00
CITY OF SELMA FIRE QRT MST	2/5/2021	LOWE'S	STATION 1 BBQ	111-2500-600.250.000	376.79
CITY OF SELMA FIRE QRT MST	2/6/2021	PUBLIC SAFETY STORE	E110 E311 HOSE STRAPS	100-2525-600.375.000	312.00
CITY OF SELMA FIRE QRT MST	2/16/2021	LOWE'S	STATION 1 OFFICE ITEMS	100-2525-600.250.000	128.49
CITY OF SELMA SNG RES 1	1/21/2021	SHELL OIL	FUEL -COVID DEPLOYMENT	100-2525-610.922.000	47.39
CITY OF SELMA SNG RES 1	1/24/2021	HAMPTON INN	HOTEL -COVID DEPLOYMENT	100-2525-610.922.000	1,572.98
CITY OF SELMA SNG RES 1	1/27/2021	SHELL OIL	FUEL -COVID DEPLOYMENT	100-2525-610.922.000	42.33
CITY OF SELMA SNG RES 1	1/29/2021	FASTRIP FOOD STORE	FUEL -COVID DEPLOYMENT	100-2525-610.922.000	28.35
CITY OF SELMA SNG RES 1	1/29/2021	SHELL OIL	FUEL -COVID DEPLOYMENT	100-2525-610.922.000	30.25
CITY OF SELMA SNG RES 1	1/29/2021	SHELL OIL	FUEL -COVID DEPLOYMENT	100-2525-610.922.000	48.59
CITY OF SELMA SNG RES 1	1/29/2021	STOP N SHOP	FUEL -COVID DEPLOYMENT	100-2525-610.922.000	27.47
CITY OF SELMA SNG RES 1	1/29/2021	STOP N SHOP	FUEL -COVID DEPLOYMENT	100-2525-610.922.000	22.34
CITY OF SELMA SNG RES 1	1/29/2021	HAMPTON INN	HOTEL -COVID DEPLOYMENT	100-2525-610.922.000	2,272.97
CITY OF SELMA SNG RES 1	1/29/2021	HAMPTON INN	HOTEL -COVID DEPLOYMENT	100-2525-610.922.000	687.03
CITY OF SELMA SNG RES 1	1/29/2021	HAMPTON INN	HOTEL -COVID DEPLOYMENT	100-2525-610.922.000	2,260.01
CITY OF SELMA SNG RES 2	1/31/2021	COURTYARD BY MARRIOTT	LODGING DURING HOSPITAL ASSIGNMENT	100-2525-610.922.000	1,041.51
CITY OF SELMA STATION 1	1/30/2021	WALMART	STATION CLEANING SUPPLIES	100-2525-600.250.000	71.41
CITY OF SELMA STATION 1	1/30/2021	HOME DEPOT	STATION REPAIR SUPPLIES	100-2525-600.375.000	75.60
CITY OF SELMA STATION 1	2/3/2021	O'REILLY AUTO PARTS	VEHICLE BATTERY #3603	701-9200-600.256.000	61.50
CITY OF SELMA STATION 1	2/4/2021	WALMART	WATER	100-2525-600.250.000	115.17
CITY OF SELMA STATION 1	2/5/2021	HOME DEPOT	STATION ENGINE SUPPLIES	100-2525-600.250.000	114.14
CITY OF SELMA STATION 1	2/12/2021	HOME DEPOT	STATION SUPPLIES	100-2525-600.250.000	36.60
CITY OF SELMA STATION 1	2/16/2021	WALMART	STATION CLEANING SUPPLIES	100-2525-600.250.000	166.93
CITY OF SELMA STATION 1	2/16/2021	HOME DEPOT	SAW REPAIRS, ENGINE SUPPLIES	100-2525-600.375.000	226.93
CITY OF SELMA STATION 1	2/18/2021	WALMART	STATION SUPPLIES	100-2525-600.250.000	22.56
CITY OF SELMA STATION 2	1/28/2021	WALMART	STATION SUPPLIES	100-2525-600.250.000	42.20
CITY OF SELMA STATION 2	1/30/2021	WALMART	EMS SUPPLIES	600-2600-600.280.000	86.66
CITY OF SELMA STATION 2	1/30/2021	AUTOZONE	TOOLS	100-2525-600.250.000	24.40
CITY OF SELMA STATION 2	1/30/2021	HOME DEPOT	STATION SUPPLIES	100-2525-600.250.000	16.15
CITY OF SELMA STATION 2	1/31/2021	HOME DEPOT	EMS SUPPLIES	600-2600-600.280.000	25.94
CITY OF SELMA STATION 2	2/5/2021	WALMART	PICTURE FRAMES	100-2525-600.250.000	113.62
CITY OF SELMA STATION 2	2/6/2021	HOME DEPOT	EMS SUPPLIES	600-2600-600.250.000	58.38

US BANK INVOICE FOR CALCARD CHARGES: 1/23/21-2/22/21

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
CITY OF SELMA STATION 2	2/11/2021	WALMART	CLEANING SUPPLIES	100-2525-600.250.000	6.23
CITY OF SELMA STATION 2	2/11/2021	WALGREENS	STATION PICTURES	100-2525-600.250.000	78.06
CITY OF SELMA TRAINING DIV	2/8/2021	CAL FIRE & RESCUE	CLASS -ROWE	100-2525-610.915.000	496.95
CITY OF SELMA TRAINING DIV	2/8/2021	CAL FIRE & RESCUE	CREDIT BACK	100-2525-610.915.000	-106.95
CITY OF SELMA TRAINING DIV	2/10/2021	NOBILE BROTHERS TRUCK	CAMPER SHELL FOR UTILITY	111-2500-600.250.000	3,392.84
DEBBIE GOMEZ	1/26/2021	DASH MEDICAL GLOVES	GLOVES -COVID	100-2200-600.250.000	1604.90
DEBBIE GOMEZ	1/29/2021	AMAZON	FOAMICIDE CLEANER -COVID	100-2100-600.250.000	80.22
DEBBIE GOMEZ	1/29/2021	AMAZON	DISINFECTANT MIST GUNS -COVID	100-2100-600.250.000	262.48
DEBBIE GOMEZ	2/1/2021	AMAZON	HAND SANITIZER DISPENSERS -COVID	100-2100-600.250.000	227.68
DEBBIE GOMEZ	2/1/2021	AMAZON	KEY CABINET LOCK BOX & TAGS	100-2100-600.250.000	31.98
DEBBIE GOMEZ	2/2/2021	AMAZON	HANDHELD STEAM GUN -COVID	100-2100-600.250.000	115.35
DEBBIE GOMEZ	2/2/2021	AMAZON	PUSH/PULL SIGNS	100-2100-600.250.000	10.84
DEBBIE GOMEZ	2/3/2021	ZORO	KEY BINDER & KEY FILES	100-2200-600.250.000	94.92
DEBBIE GOMEZ	2/4/2021	NELSONS ACE HARDWARE	KEY COPIES (RETURN LOCKER/EV ROOM)	100-2100-600.250.000	26.27
DEBBIE GOMEZ	2/5/2021	NELSONS ACE HARDWARE	CREDIT FOR EQUIPMENT KEYS	100-2200-600.250.000	(16.22)
DEBBIE GOMEZ	2/5/2021	NELSONS ACE HARDWARE	KEY COPIES (EQUIPMENT ROOM)	100-2200-600.250.000	16.22
DEBBIE GOMEZ	2/8/2021	BATTERY JUNCTION	BATTERIES FOR PATROL	100-2200-600.250.000	155.09
DEBBIE GOMEZ	2/8/2021	AMAZON	MOTOROLA BATTERIES, CHARGERS	100-2200-600.250.000	755.89
DEBBIE GOMEZ	2/11/2021	CAPE	CAPE MEMBERSHIP PAST DUE	100-2100-600.250.000	50.00
DEBBIE GOMEZ	2/11/2021	CAPE	CAPE MEMBERSHIP RENEWAL	100-2100-600.250.000	50.00
DEBBIE GOMEZ	2/12/2021	AMAZON	BABY WIPES FOR LIVE SCAN -COVID	100-2200-600.250.000	26.59
DEBBIE GOMEZ	2/12/2021	AMAZON	ANTIBACTERIAL SOAP, WIPES & LAB TAPE -COVID	100-2100-600.250.000	50.06
DEBBIE GOMEZ	2/16/2021	HARD HEAD VETERANS	BALLISTIC HELMET	100-2200-600.250.000	318.00
DEBBIE GOMEZ	2/18/2021	OFFICE SUPPLY	EVIDENCE FOLDERS/FILES 20201	100-2100-600.250.000	98.56
EMS DIVISION I	2/2/2021	THE HOME DEPOT	AMB EQUIP EMS SUPPLIES	600-2600-600.250.000	19.88
FABIAN URESTI	2/2/2021	AMAZON	SEALS -EMS BAGS	600-2600-600.250.000	16.26
FABIAN URESTI	2/6/2021	AMAZON	N95 FIT TEST KIT	100-2500-600.250.000	238.33
FABIAN URESTI	2/8/2021	AMAZON	EMS EQUIPMENT	600-2600-600.280.000	237.24
FABIAN URESTI	2/8/2021	AMAZON	EMS SUPPLY ROOM	600-2600-600.280.000	97.08
FABIAN URESTI	2/18/2021	AMAZON	EMS SUPPLIES -BAGS	600-2600-600.280.000	80.70
FABIAN URESTI	2/18/2021	G'S RISTORANTE ITALIANO	MEAL -INTERVIEWS	100-2500-600.250.000	33.59
FINANCE DEPT	1/21/2021	OFFICE DEPOT	CVTC SUPPLIES	274-1600-600.100.000	83.00
FINANCE DEPT	2/21/2021	SURVEY MONKEY	ADVANTAGE ANNUAL PLAN	704-9600-600.470.000	384.00
GEORGE SIPIN	1/21/2021	MICHAEL AUTOMOTIVE CENTER	CORE RETURN	603-5500-600.256.000	-600.00
GEORGE SIPIN	1/21/2021	MICHAEL AUTOMOTIVE CENTER	BOLT - RT #164	603-5500-600.256.000	60.77
GEORGE SIPIN	1/21/2021	MICHAEL AUTOMOTIVE CENTER	HOSE/CONNECTOR - STOCK	603-5500-600.256.000	81.66
GEORGE SIPIN	1/22/2021	O'REILLY AUTO PARTS	BATTERY -STOCK	603-5500-600.256.000	-117.89
GEORGE SIPIN	1/22/2021	NAPA AUTO PARTS	BATTERY-STOCK	603-5500-600.256.000	231.16
GEORGE SIPIN	1/22/2021	NAPA AUTO PARTS	COOLANT HOSE/CLAMP-STOCK	603-5500-600.256.000	480.98
GEORGE SIPIN	1/22/2021	O'REILLY AUTO PARTS	BATTERY - STOCK	603-5500-600.256.000	117.89
GEORGE SIPIN	1/25/2021	CUMMINS SALES & SERVICE	SERVICE COOLING SYSTEM -RT#192	603-5500-600.457.000	2,161.83
GEORGE SIPIN	1/25/2021	WALMART	HEADSETS	603-5500-600.250.000	21.43
GEORGE SIPIN	1/26/2021	O'REILLY AUTO PARTS	BATTERY/THERMOSTAT-STOCK	603-5500-600.256.000	35.03
GEORGE SIPIN	1/26/2021	MICHAEL AUTOMOTIVE CENTER	HOSE- STOCK	603-5500-600.256.000	56.16
GEORGE SIPIN	1/27/2021	O'REILLY AUTO PARTS	MINI LAMPS - STOCK	603-5500-600.256.000	11.38
GEORGE SIPIN	1/27/2021	O'REILLY AUTO PARTS	ANTIFREEZE, WIPER FLUID, FILTERS-STOCK	603-5500-600.250.000	537.92

US BANK INVOICE FOR CALCARD CHARGES: 1/23/21-2/22/21

TRANSACTION					
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
GEORGE SIPIN	1/27/2021	O'REILLY AUTO PARTS	CABIN FILTER - STOCK	603-5500-600.256.000	125.74
GEORGE SIPIN	1/27/2021	COSTCO	MONITOR	603-5500-600.250.000	145.36
GEORGE SIPIN	1/27/2021	NAPA AUTO PARTS	CONNECTOR, HOSE CLAMP-STOCK	603-5500-600.256.000	17.07
GEORGE SIPIN	1/28/2021	MID VALLEY DISTRIBUTORS INC	THREAD ROD - STOCK	603-5500-600.256.000	7.45
GEORGE SIPIN	1/28/2021	O'REILLY AUTO PARTS	COOLANT HOSE/OIL PAN - STOCK	603-5500-600.256.000	90.86
GEORGE SIPIN	1/28/2021	O'REILLY AUTO PARTS	COOLANT HOSE - STOCK	603-5500-600.256.000	67.73
GEORGE SIPIN	1/28/2021	O'REILLY AUTO PARTS	THERMOSTAT - STOCK	603-5500-600.256.000	49.66
GEORGE SIPIN	1/29/2021	KINGSBURG SINCLAIR	PROPANE FOR SHOP HEATERS	603-5500-600.250.000	372.50
GEORGE SIPIN	1/29/2021	O'REILLY AUTO PARTS	EXHAUST PIPE/FLANGE-STOCK	603-5500-600.256.000	14.93
GEORGE SIPIN	1/29/2021	O'REILLY AUTO PARTS	COP COIL - STOCK	603-5500-600.256.000	98.69
GEORGE SIPIN	1/29/2021	SAFETY-KLEEN SYSTEMS INC	SERVICE PARTS WASHER	603-5500-600.400.000	263.59
GEORGE SIPIN	2/1/2021	O'REILLY AUTO PARTS	MANIFOLD SET - STOCK	603-5500-600.256.000	53.71
GEORGE SIPIN	2/1/2021	O'REILLY AUTO PARTS	SEAL, PADS, ROTORS - STOCK	603-5500-600.256.000	438.74
GEORGE SIPIN	2/1/2021	LES SCHWAB TIRES	RESTOCK TIRES -	603-5500-600.256.000	1,468.13
GEORGE SIPIN	2/1/2021	NAPA AUTO PARTS	BATTERY - STOCK	603-5500-600.256.000	211.64
GEORGE SIPIN	2/2/2021	O'REILLY AUTO PARTS	ANTIFREEZE - STOCK	603-5500-600.256.000	97.56
GEORGE SIPIN	2/2/2021	NAPA AUTO PARTS	BRAKE SHOES, TUBING - STOCK	603-5500-600.256.000	158.04
GEORGE SIPIN	2/2/2021	NAPA AUTO PARTS	BRAKE HOUSING/RUBBER-STOCK	603-5500-600.256.000	45.60
GEORGE SIPIN	2/2/2021	MICHAEL AUTOMOTIVE CENTER	BEARING - RT #167	603-5500-600.256.000	102.86
GEORGE SIPIN	2/3/2021	NAPA AUTO PARTS	BELTS-STOCK	603-5500-600.256.000	225.70
GEORGE SIPIN	2/3/2021	MICHAEL AUTOMOTIVE CENTER	BEARINGS - RT #167	603-5500-600.256.000	127.37
GEORGE SIPIN	2/5/2021	WALMART	JANITORIAL/DETAILER SUPPLIES	603-5500-600.250.000	171.40
GEORGE SIPIN	2/5/2021	NAPA AUTO PARTS	BATBOLTS-STOCK	603-5500-600.256.000	48.76
GEORGE SIPIN	2/5/2021	FLEET PRIDE TRUCK & TRAILER	BRAKES FOR EL DORADOS-STOCK	603-5500-600.256.000	1,300.47
GEORGE SIPIN	2/8/2021	O'REILLY AUTO PARTS	BATTERY - RT #125	603-5500-600.256.000	281.41
GEORGE SIPIN	2/8/2021	NAPA AUTO PARTS	SENSOR - RT #175	603-5500-600.256.000	14.90
GEORGE SIPIN	2/8/2021	THE HOME DEPOT	CLEANING SUPPLIES - OC TRANSIT	603-5500-600.250.000	22.55
GEORGE SIPIN	2/9/2021	NAPA AUTO PARTS	HUB BEARING ASSEMBLY - STOCK	603-5500-600.256.000	750.92
GEORGE SIPIN	2/9/2021	NAPA AUTO PARTS	CONNECTOR - RT #145	603-5500-600.256.000	1.90
GEORGE SIPIN	2/10/2021	NAPA AUTO PARTS	CONNECTOR S - RT #145	603-5500-600.256.000	1.25
GEORGE SIPIN	2/10/2021	O'REILLY AUTO PARTS	OIL FILTERS - STOCK	603-5500-600.256.000	96.33
GEORGE SIPIN	2/10/2021	O'REILLY AUTO PARTS	EYEWEAR/GLOVES/ANTIFREEZE-STOCK	603-5500-600.250.000	451.10
GEORGE SIPIN	2/10/2021	COSTCO	FACE MASKS - COVID 19	603-5500-600.250.000	205.13
GEORGE SIPIN	2/11/2021	NAPA AUTO PARTS	FUEL FILTER-IDLER PULLEY-STOCK	603-5500-600.256.000	117.96
GEORGE SIPIN	2/12/2021	NAPA AUTO PARTS	CORE DEPOSIT	603-5500-600.256.000	-53.70
GEORGE SIPIN	2/12/2021	NAPA AUTO PARTS	STARTER WITH SOLENOID - RT#153	603-5500-600.256.000	204.37
GEORGE SIPIN	2/12/2021	O'REILLY AUTO PARTS	STARTER - RT #140	603-5500-600.256.000	130.05
GEORGE SIPIN	2/16/2021	NELSON'S ACE HARDWARE	LOCKS FOR MAINTENANCE YARD	603-5500-600.250.000	46.84
GEORGE SIPIN	2/17/2021	O'REILLY AUTO PARTS	MINI LAMP - STOCK	603-5500-600.256.000	3.41
GEORGE SIPIN	2/17/2021	O'REILLY AUTO PARTS	OIL FILTERS - STOCK	603-5500-600.256.000	13.99
GEORGE SIPIN	2/18/2021	G&B MOBILE WELDING INC	REPAIR EXHAUST PIPE - RT #140	603-5500-600.400.000	250.00
GEORGE SIPIN	2/18/2021	MICHAEL AUTOMOTIVE CENTER	HEADLAMPS -STOCK	603-5500-600.256.000	526.33
GEORGE SIPIN	2/19/2021	LES SCHWAB TIRES	NEW TIRES - RT #142	603-5500-600.256.000	266.09
GEORGE SIPIN	2/20/2021	LES SCHWAB TIRES	RESTOCK TIRES	603-5500-600.256.000	-225.36
KELLI TELLEZ	1/24/2021	AMAZON	OFFICE SUPPLIES	100-1600-600.100.000	26.02
KELLI TELLEZ	1/25/2021	IAAI	ARSON INV.MEMBERSHIP -PETERS	100-2550-610.900.000	100.00

US BANK INVOICE FOR CALCARD CHARGES: 1/23/21-2/22/21

TRANSACTION					
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
KELLI TELLEZ	2/4/2021	AMAZON	OFFICE SUPPLIES	100-1600-600.100.000	29.13
KELLI TELLEZ	2/4/2021	AMAZON	OFFICE SUPPLIES	100-1600-600.100.000	33.02
KELLI TELLEZ	2/4/2021	AMAZON	US FLAGS FOR STATIONS	100-2525-600.250.000	107.37
KELLI TELLEZ	2/5/2021	AMAZON	AMERICAN FLAGS FOR STATIONS	100-2525-600.250.000	65.04
KELLI TELLEZ	2/5/2021	AMAZON	OFFICE SUPPLIES	100-1600-600.100.000	13.54
KELLI TELLEZ	2/5/2021	AMAZON	SANITIZER FOR CITY HALL -COVID	100-2500-600.250.000	27.04
KELLI TELLEZ	2/8/2021	AMAZON	OFFICE SUPPLIES	100-1600-600.100.000	10.84
MIKAL KIRCHNER	1/26/2021	UNIQUELY YOURS	CENTURY CLUB PERPETUAL PLAQUE	100-4200-600.250.000	190.00
MIKAL KIRCHNER	1/27/2021	CA PARK SOCIETY (CPRS)	M. KIRCHNER CPRS ANNUAL MEMBERSHIP	100-4100-610.920.000	170.00
NESTOR GALVAN	1/21/2021	NAPA AUTO PARTS	OIL FILTER - UNIT #8510	701-9200-600.256.000	4.39
NESTOR GALVAN	1/22/2021	NELSON'S POWER CENTER	CHAIN LOOP - STOCK	701-9200-600.256.000	64.34
NESTOR GALVAN	1/22/2021	FIRE APPARATUS SOLUTIONS	STEEL 4000PSI SWIVEL - UNIT #8510	701-9200-600.256.000	197.17
NESTOR GALVAN	1/22/2021	FIRE APPARATUS SOLUTIONS	BAR GRAPH/20AUTO EJECT - UNIT #8510	701-9200-600.256.000	464.46
NESTOR GALVAN	1/25/2021	TIFCO	CAP SCREWS	701-9200-600.256.000	39.67
NESTOR GALVAN	1/25/2021	O'REILLY AUTO PARTS	LIGHT SOCKET - UNIT #804	701-9200-600.256.000	6.50
NESTOR GALVAN	1/25/2021	O'REILLY AUTO PARTS	SPARK PLUGS/INT MANIFEST-UNIT #186	701-9200-600.256.000	43.94
NESTOR GALVAN	1/25/2021	CAMACHO TIRES	TIRE REPAIR - UNIT 3#1315	701-9200-600.255.000	100.00
NESTOR GALVAN	1/25/2021	FAST UNDERCAR	STRUTS/ROTORS -UNIT #186	701-9200-600.256.000	836.80
NESTOR GALVAN	1/26/2021	SAFETY-KLEEN SYSTEMS INC	SERVICE PARTS PRESSURE WASHER	701-9200-600.400.000	216.05
NESTOR GALVAN	1/26/2021	PAPE MACHINERY	FILLER CAP - UNIT #1315	701-9200-600.256.000	53.27
NESTOR GALVAN	1/27/2021	ASE	ASE TRAINING	701-9200-610.915.000	128.00
NESTOR GALVAN	1/27/2021	O'REILLY AUTO PARTS	BATTERY-STOCK	701-9200-600.256.000	47.95
NESTOR GALVAN	2/4/2021	O'REILLY AUTO PARTS	CAPSULE - UNIT #186	701-9200-600.256.000	9.24
NESTOR GALVAN	2/6/2021	UPS	RETURN PARTS TO GCS	701-9200-600.400.000	11.15
NESTOR GALVAN	2/6/2021	UPS	RETURN PARTS TO GCS	701-9200-600.400.000	11.18
NESTOR GALVAN	2/6/2021	UPS	RETURN PARTS TO GCS-PICK UP CHARGE	701-9200-600.400.000	6.90
NESTOR GALVAN	2/8/2021	TIFCO	SCREWS, ELECTRICAL TERMINAL-STOCK	701-9200-600.256.000	199.18
NESTOR GALVAN	2/8/2021	CAMACHO TIRES	TIRE INSTALL/BALANCE - UNIT #1002	701-9200-600.255.000	310.00
NESTOR GALVAN	2/9/2021	O'REILLY AUTO PARTS	CABIN FILTER - UNIT #1006	701-9200-600.256.000	19.72
NESTOR GALVAN	2/9/2021	NAPA AUTO PARTS	OIL/AIR FILTERS - STOCK	701-9200-600.256.000	34.34
NESTOR GALVAN	2/10/2021	O'REILLY AUTO PARTS	BATTERY - UNIT #1308/ROCKER SWITCH UNIT #8511	701-9200-600.256.000	190.01
NESTOR GALVAN	2/10/2021	NAPA AUTO PARTS	ANTIFREEZE - STOCK	701-9200-600.250.000	75.37
NESTOR GALVAN	2/11/2021	CAMACHO TIRES	TIRE INSTALL/BALANCE - UNIT #181	701-9200-600.255.000	240.00
NESTOR GALVAN	2/11/2021	CAMACHO TIRES	TIRE INSTALL/BALANCE - UNIT #194	701-9200-600.255.000	490.00
NESTOR GALVAN	2/11/2021	FAHRNEY FORD	REPLACE EVAP PURGE VALVE-UNIT #194	701-9200-600.457.000	935.40
NESTOR GALVAN	2/12/2021	FAHRNEY FORD	FAN/CONTROL-UNIT #192	701-9200-600.256.000	300.61
NESTOR GALVAN	2/12/2021	CAMACHO TIRES	TIRE INSTALL/BALANCE - UNIT #192	701-9200-600.255.000	1,170.00
NESTOR GALVAN	2/12/2021	FIRE APPARATUS SOLUTIONS	SENSOR - UNIT #8510	701-9200-600.256.000	148.61
NESTOR GALVAN	2/15/2021	FIRE APPARATUS SOLUTIONS	AUTO BATTERY CHARGER-UNIT #8510	701-9200-600.256.000	1,198.87
NESTOR GALVAN	2/16/2021	LAWRENCE TRACTOR CO INC	TRU FUEL - STOCK	701-9200-600.254.000	960.97
NESTOR GALVAN	2/16/2021	CAMACHO TIRES	TIRE INSTALL/BALANCE - UNIT #1315	701-9200-600.255.000	570.00
NESTOR GALVAN	2/16/2021	NAPA AUTO PARTS	COUPLING - UNIT #1315	701-9200-600.256.000	3.37
NESTOR GALVAN	2/16/2021	NAPA AUTO PARTS	HOSE CLAMP/TEE CONNECTOR - UNIT#1316	701-9200-600.256.000	7.98
NESTOR GALVAN	2/16/2021	NAPA AUTO PARTS	HUB CAP - UNIT #8510	701-9200-600.256.000	10.67
NESTOR GALVAN	2/17/2021	MIRROR FINISH POLISHES	CLEANER/TIRE DRESSING-STOCK	701-9200-600.250.000	65.08
NESTOR GALVAN	2/17/2021	NELSON'S POWER CENTER	XMARK BLADES - STOCK	701-9200-600.256.000	432.59

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EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
NESTOR GALVAN	2/19/2021	TIFCO	NUTS/WASHERS - STOCK	701-9200-600.250.000	196.11
NICOLETTE ANDERSEN	1/22/2021	SIGNUPGENIUS	AUDITION FORM SUBSCRIPTION	605-4300-600.400.000	24.99
NICOLETTE ANDERSEN	1/27/2021	REV.COM	CAPTION TRANSLATIONS FOR SAC TALENT	605-4300-600.400.000	25.00
NICOLETTE ANDERSEN	1/28/2021	WALMART	SAC TALENT BASKET ITEMS	605-4300-600.250.000	112.70
NICOLETTE ANDERSEN	1/29/2021	REV.COM	CAPTION TRANSLATIONS FOR SAC TALENT	605-4300-600.400.000	108.00
NICOLETTE ANDERSEN	2/7/2021	AMAZON	VALENTINE'S DATE NIGHT FOOD CONTAINERS	605-4300-600.250.000	53.78
NICOLETTE ANDERSEN	2/9/2021	AMAZON	VALENTINE'S DATE NIGHT FOOD CONTAINERS	605-4300-600.250.000	8.67
NICOLETTE ANDERSEN	2/10/2021	AMAZON PRIME	PRIME MEMBERSHIP	605-4300-600.400.000	14.09
NICOLETTE ANDERSEN	2/11/2021	VONS	VALENTINE'S DATE NIGHT FOOD FOR SAC'S	605-4300-600.250.000	290.43
NICOLETTE ANDERSEN	2/12/2021	WALMART	VALENTINE'S DATE NIGHT WINE FOR SAC'S	605-4300-600.250.000	89.33
NICOLETTE ANDERSEN	2/12/2021	K&E RANCH	VALENTINE'S DATE NIGHT ALMONDS	605-4300-600.250.000	11.98
NICOLETTE ANDERSEN	2/17/2021	MUSICAL THEATER INTERNATIONAL	GENTLEMAN'S GUIDE STREAMING RIGHTS	605-4300-600.400.000	92.59
NICOLETTE ANDERSEN	2/18/2021	THE UPS STORE	TOTE BAG PRODUCTS SHIPPING	605-4300-600.250.000	14.62
POLICE DEPT NO 1	2/11/2021	CALIFORNIA PEACE OFFICERS ASSOC	LEGAL DEFENSE FEES FOR J CERDA	100-2200-610.900.000	530.00
POLICE DEPT NO 1	2/12/2021	HOTEL BOOKING	ROOMS FOR K9 TRAINING	100-2200-610.915.000	-211.24
POLICE DEPT NO 1	2/12/2021	HOTEL BOOKING	ROOMS FOR K9 TRAINING	100-2200-610.915.000	-211.24
POLICE DEPT NO 1	2/12/2021	HOTEL BOOKING	SERVICE FEE FOR ROOMS	100-2200-610.915.000	12.99
POLICE DEPT NO 1	2/12/2021	HOTEL BOOKING	ROOMS FOR K9 TRAINING	100-2200-610.915.000	844.96
POLICE DEPT NO 1	2/13/2021	TRACTOR SUPPLIES	K9 PASCO DOG HOUSE	100-2200-600.250.000	188.95
POLICE DEPT NO 1	2/15/2021	PETCO	DOG FOOD FOR K9 BEN	100-2200-600.250.000	71.97
POLICE DEPT NO 1	2/16/2021	CYCLE GEAR	OFC BIBIAN'S MOTORCYCLE GLOVES	100-2200-600.250.000	32.37
POLICE DEPT NO 1	2/21/2021	HOTEL BOOKING	ROOMS FOR K9 TRAINING	100-2200-610.915.000	-211.24
POLICE DEPT NO 1	2/21/2021	HOTEL BOOKING	ROOMS FOR K9 TRAINING	100-2200-610.915.000	-211.24
POLICE DEPT NO 2	2/3/2021	PET SUPPLIES	K9 FOOD	100-2200-600.250.000	90.66
POLICE DEPT NO 2	2/7/2021	PETSMART	K9 FOOD	100-2200-600.250.000	123.07
POLICE DEPT NO 2	2/12/2021	BEHAVIORAL ANALYSIS	INTERVIEW/INTERROGATION TRAINING	100-2100-610.910.000	481.00
POLICE DEPT NO 2	2/16/2021	MYERS K9	K9 CASE LAW TRAINING	100-2200-610.915.000	1,600.00
RECREATION DEPT	2/3/2021	TARGET	SHIRTS FOR V-DAY DRIVE THRU	100-4100-610.920.000	25.74
RECREATION DEPT	2/3/2021	SMART AND FINAL	COFFEE CREAMER FOR DRIVE THRU	805-0000-226.200.000	9.99
RECREATION DEPT	2/3/2021	DOLLAR TREE	BAGS FOR DRIVE THRU	805-0000-226.200.000	15.12
RECREATION DEPT	2/4/2021	ANN'S DONUTS	DONUTS FOR DRIVE THRU	805-0000-226.200.000	50.00
RECREATION DEPT	2/10/2021	ANN'S DONUTS	ADDITIONAL DONUTS FOR DRIVE THRU	805-0000-226.200.000	10.50
RECREATION DEPT	2/10/2021	DOLLAR TREE	CHOCOLATE FOR DRIVE THRU	805-0000-226.200.000	15.10
RENE GARZA	2/8/2021	SELMA RITE AID	BATTERIES FOR HAND SANITIZER MACHINE	100-2200-600.250.000	13.48
RENE GARZA	2/9/2021	CA PEACE OFFICER LSP	CPOA DUES	100-2200-610.900.000	530.00
REYNA RIVERA	1/22/2021	WALMART	SPECIAL COUNCIL MTG SUPPLIES	100-1100-610.920.000	35.85
REYNA RIVERA	1/26/2021	WALMART	OFFICE SUPPLIES	100-1600-600.100.000	5.29
REYNA RIVERA	1/26/2021	ZOOM.COM	ANNUAL WEBINAR SUBSCRIPTION COVID 19	100-1700-600.215.000	104.93
REYNA RIVERA	1/26/2021	ZOOM.COM	MONTHLY WEBINAR SUBSCRIPTION COVID 19	100-1700-600.215.000	54.99
REYNA RIVERA	1/27/2021	SAL'S MEXICAN RESTAURANT	PERSONNEL COMMISSION MTG	100-1400-610.920.000	53.77
REYNA RIVERA	2/11/2021	WALMART	SPECIAL COUNCIL MTG SUPPLIES	100-1100-610.920.000	22.84
REYNA RIVERA	2/11/2021	HOMEDEPOT.COM	OFFICE SUPPLIES STORAGE BOXES	100-1600-600.100.000	106.28
RICHARD FIGUEROA	1/28/2021	CENTRAL VALLEY GUNS	SPRINGFIELD RIFLE (UPGRADED DIFFERENCE)	100-2200-600.250.000	162.72
RICHARD FIGUEROA	2/2/2021	MAVERICKS DATA SYSTEMS	DET HUGHES SERVICES FOR S.W.	100-2100-600.400.000	150.00
RICHARD FIGUEROA	2/2/2021	5.11 INC	ADD TO DET FIGUEROA'S REVOLVING ACCT	100-0000-123.010.000	224.54
RICHARD FIGUEROA	2/5/2021	AMAZON.COM	NEW DET. EQUIP. (BINOS, RECORDER, SD CARD)	100-2100-600.250.000	530.14

US BANK INVOICE FOR CALCARD CHARGES: 1/23/21-2/22/21

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
RICHARD FIGUEROA	2/17/2021	AMAZON.COM	INVEST. EQUIP. (GPS/UC PISTOL HOLSTER)	100-2100-600.250.000	500.19
RICHARD FIGUEROA	2/18/2021	AMAZON.COM	INVESTIGATIONS EQUIP. RETURN	100-2100-600.250.000	(162.72)
RICHARD FIGUEROA	2/18/2021	CENTRAL VALLEY GUNS	TLR HL LIGHTS FOR RIFLES	100-2200-600.250.000	759.33
RICHARD FIGUEROA	2/19/2021	AMAZON.COM	INVEST. UNIT EQUIP (HOLSTERS -MAG/CUFFS)	100-2100-600.250.000	172.14
ROBERT PETERSEN	2/9/2021	LN CURTIS	CREDIT	100-2525-600.250.000	-490.22
SHANE FERRELL	1/22/2021	76 STATION	FUEL - UNIT #727	701-9200-600.257.000	92.84
SHANE FERRELL	1/23/2021	HOME DEPOT	LANDSCAPING SUPPLIES - PARKS	210-5400-600.250.000	128.06
SHANE FERRELL	1/24/2021	HOME DEPOT	LANDSCAPING SUPPLIES - STREETS	100-5300-600.250.000	128.05
SHANE FERRELL	1/25/2021	VALLEY SOIL & FOREST PRODUCTS	3/4 CA GOLD ROCK	210-5400-600.250.000	634.35
SHANE FERRELL	1/25/2021	NELSON'S ACE HARDWARE	WD SCREW - STREETS	210-5400-600.250.000	11.99
SHANE FERRELL	1/26/2021	NELSON'S ACE HARDWARE	SUPPLIES FOR XMAS DECORATIONS	210-5400-600.250.000	50.94
SHANE FERRELL	1/26/2021	NELSON'S ACE HARDWARE	SUPPLIES - BUILDING REPAIRS	702-9300-600.370.000	448.26
SHANE FERRELL	1/26/2021	HOME DEPOT	LANDSCAPING SUPPLIES-STREETS	210-5400-600.250.000	20.84
SHANE FERRELL	1/30/2021	AMAZON	FACE SHIELDS -COVID 19	100-5300-600.250.000	30.28
SHANE FERRELL	1/31/2021	AMAZON	(3)ELECTRONIC BIRD REPELLERS	701-9200-600.250.000	413.76
SHANE FERRELL	2/1/2021	NELSON'S ACE HARDWARE	SUPPLIES - BUILDING REPAIRS	702-9300-600.370.000	53.47
SHANE FERRELL	2/2/2021	NELSON'S ACE HARDWARE	SUPPLIES - GRAFFITI	210-5400-600.250.000	17.98
SHANE FERRELL	2/2/2021	NELSON'S ACE HARDWARE	WEED/GRASS KILLER - PARKS	100-5300-600.250.000	52.49
SHANE FERRELL	2/3/2021	NELSON'S ACE HARDWARE	WEED/GRASS KILLER - STREETS	210-5400-600.250.000	52.49
SHANE FERRELL	2/4/2021	NELSON'S ACE HARDWARE	WEED/GRASS KILLER - LLMD'S	220-5300-600.250.000	52.49
SHANE FERRELL	2/5/2021	NELSON'S ACE HARDWARE	SUPPLIES - BUILDING REPAIRS	702-9300-600.370.000	42.68
SHANE FERRELL	2/5/2021	NELSON'S ACE HARDWARE	DEADBOLT- BRENTLINGER RESTROOMS	701-9200-600.250.000	13.99
SHANE FERRELL	2/5/2021	NELSON'S ACE HARDWARE	KILLZ ALL -PARKS	100-5300-600.250.000	58.57
SHANE FERRELL	2/6/2021	NELSON'S ACE HARDWARE	ELECTRICAL BALLAST - SENIOR CENTER	701-9200-600.250.000	24.99
SHANE FERRELL	2/6/2021	NELSON'S ACE HARDWARE	KILLZ ALL - STREETS	210-5400-600.250.000	58.57
SHANE FERRELL	2/7/2021	NELSON'S ACE HARDWARE	ROOF CEMENT-FIRE STATIONS	701-9200-600.370.000	43.96
SHANE FERRELL	2/7/2021	NELSON'S ACE HARDWARE	KILLZ ALL - LLMD'S	220-5300-600.250.000	58.56
SHANE FERRELL	2/8/2021	HOME DEPOT	LANDSCAPING SUPPLIES	210-5400-600.250.000	186.36
SHANE FERRELL	2/9/2021	HOME DEPOT	LIGHTING SUPPLIES - CITY HALL	702-9300-600.250.000	134.17
SHANE FERRELL	2/12/2021	NELSON'S ACE HARDWARE	LIFESCAN ROOM - NEW PD	702-9300-600.370.000	86.38
SHANE FERRELL	2/15/2021	HOME DEPOT	LIFESCAN ROOM - NEW PD	702-9300-600.370.000	113.28
SHANE FERRELL	2/16/2021	NELSON'S ACE HARDWARE	DRINKING FOUNTAIN SUPPLIES-DOG PARK	100-5300-600.250.000	60.82
SHANE FERRELL	2/17/2021	NELSON'S ACE HARDWARE	GRAFFITI, LANDSCAPING SUPPLIES- STREETS	210-5400-600.250.000	101.32
SHANE FERRELL	2/18/2021	HOME DEPOT	LIFESCAN ROOM - NEW PD	702-9300-600.370.000	373.48
SHANE FERRELL	2/18/2021	NELSON'S ACE HARDWARE	WIRE ROPE CLIP - CHAMBERS	100-5300-600.250.000	7.95
SHANE FERRELL	2/18/2021	NELSON'S ACE HARDWARE	SUPPLIES - STREETS	210-5400-600.250.000	51.79
SHANE FERRELL	2/18/2021	NELSON'S ACE HARDWARE	SUPPLIES - DOG PARK	100-5300-600.250.000	27.19
SHANE FERRELL	2/18/2021	NELSON'S ACE HARDWARE	DECORATIVE DOWNTOWN LIGHTING	210-5400-600.250.000	39.97
STEVEN MARES	2/3/2021	ACE HARDWARE	UNIT KEYS AND KEY HOOK	100-2200-600.250.000	16.24
STEVEN MARES	2/3/2021	ACE HARDWARE	UNIT KEYS	100-2200-600.250.000	32.48
STEVEN MARES	2/4/2021	ACE HARDWARE	BATTERY FOR FIRE ALARM	100-2200-600.250.000	28.19
TIM CANNON	2/2/2021	CPOA	DEPARTMENT MEMBERSHIP	100-2200-600.250.000	1,150.00
TIM CANNON	2/18/2021	COLLEGE OF SEQUOIAS	TRAINING REGISTRATION	100-2200-610.910.000	324.00
					55,346.72

ITEM NO: 2.

SUBJECT: Update the City Council Code of Conduct

RECOMMENDATION: Council discuss and approve Resolution or provide additional direction regarding the updated City Council Code of Conduct.

DISCUSSION: On February 16, 2021, the City Council directed staff to have Liebert Cassidy Whitmore assess and update the City Council Code of Conduct. Attached is the updated Code and a version with the changes highlighted in track-changes. The revisions were made largely for clarity and to update areas that have changed such as social media legislation. One substantive change: the current version allows the City Council to impose a range of sanctions on Board/Committee members, but appears to make elected City Council members entirely immune to enforcement of this policy. Instead, the new version is revised to allow the limited sanction of formal public censure against City Council members, while preserving the broader range for everyone else. An additional substantive change is deleting the section on Council Members being able to appear before the Council relative to private interests. Some conflicts of interest cannot be resolved with mere recusal, could conflict the entire Council out of making a decision on a matter, and common law conflicts could be triggered by allowing this type of comment by an individual Council member in a Council meeting. New language was added regarding allowing Council Members to attend Board and Commission meetings and Members of Boards and Commissions attending Council meetings.

RECOMMENDATION: Council discuss and approve Resolution or provide additional direction regarding the updated City Council Code of Conduct.

/s/

Teresa Gallavan, City Manager

03-11-2021

Date

RESOLUTION NO. 2021- ____R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA
ADOPTING AN UPDATED CODE OF CONDUCT FOR THE CITY
COUNCIL AND MEMBERS OF COMMISSIONS AND BOARDS AND
RESCINDING RESOLUTION NO. 2016-53R**

WHEREAS, the residents of the City of Selma are entitled to have fair, ethical, and accountable local government; and

WHEREAS, the residents of the City of Selma are entitled to have complete confidence in the integrity of local government; and

WHEREAS, on July 18, 2016, the City Council adopted Resolution No. 2016-53R adopting a Code of Conduct Policy for elected and appointed officials of the City of Selma; and which includes certain rules and regulations regarding conduct and a commitment to uphold a standard of integrity beyond that required by law; and

WHEREAS, the City of Selma is interested in establishing a framework for day to day actions and decision-making by the City's elected officials and members of boards, commissions, and committees; and

WHEREAS, integrity of officials of local government is key to the effective and fair operation of government; and

WHEREAS, the updating of the Code of Conduct Policy will demonstrate the City's commitment to ethics and commitment to continuous evaluation.

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

1. The recitals set forth above are true and correct and are incorporated by reference.
2. The City Council adopts the Code of Conduct for the City Council and Members of Commissions and Boards as set forth in Attachment A and incorporated by reference.
3. Resolution No. 2016-53 is repealed and replaced in its entirety by this Resolution.
4. This resolution is effective upon adoption.

The foregoing Resolution was duly approved this 15th day of March, 2021 by the following vote, to wit:

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

Scott Robertson Mayor of the City of Selma

ATTEST:

Reyna Rivera City Clerk of the City of Selma

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

1. Implementation

This Code of Conduct, as adopted by the City Council of the City of Selma applies to Members of the City Council and to all Member of all Boards and Commissions of the City of Selma, whether elected or appointed. This Code of Conduct supersedes the previous version of this Code of Conduct adopted on July 18, 2016, but is otherwise intended only to supplement, and not replace or supersede, any other Code of Conduct, Code of Ethics, or rules governing meetings of the City Council or any Board or Commission of the City of Selma contained in any prior Resolution or the Selma City Municipal Code.

The purpose of this Code of Conduct is to establish standards of ethical conduct required of elected and appointed City officials to insure the integrity and effective and fair operation of the government of the City of Selma, and to maintain and promote the faith and confidence of the public in their government.

The City Council will review, from time to time, this Code of Conduct and make changes or revisions as deemed necessary to insure the fairness and impartiality of proceedings before the City Council, Boards and Commissions and insure the public's trust in the governers of the City.

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

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

2. Conduct of Members.

Members of the City Council, Boards and Commissions are stewards of the Public interest and shall endeavor to serve for the benefit of their constituents and the public. Members are expected to treat all persons, claims and matters coming before the Selma City Council or any Commission or Board of the City equally and in an unbiased manner.

Members shall comply with all of the laws of the United States, State of California and the City of Selma in the performance of their public duties. These laws include but are not limited to; The U.S. and California Constitutions, Federal, State, and Local Acts,

Statutes, Regulations, and Ordinances and the California Fair Political Practices Commission Rules and Regulations relating to financial disclosures, election campaigns, conflicts of interests, and open processes of government.

Members shall always conduct themselves in a professional manner and strive to avoid even the appearance of impropriety. The City expects all Members to use good manners; to be considerate, respectful, and civil at all times and to refrain from abusive conduct, verbal or nonverbal personal attacks upon the character or motives of other Members of the City Council, Commissions or Boards, the Public or Staff, in any setting including before, during, or after the conduct of a Public Meeting, including electronic communications such as email or social media outlets. Members shall support a positive and constructive environment for all Residents, Businesses, other Members, the Council, Boards and Commissions of the City and City Employees.

3. Role of Members

Members shall strive at all times to cooperate with other public officials, employees, and the public, while also respecting the distinct roles that public officials and staff have in the organizational structure of the City's operations.

It is the role of the City Council of the City of Selma to determine the policies of the City with the advice, information and recommendations provided by the Public, Boards and Commissions and City Staff. The independent advice and recommendations of Boards and Commissions to the City Council is extremely valuable to the City Council's decision-making process and in particular for setting City Policy, but the ultimate decision over City policy remains with the City Council.

Under the City of Selma's City Council-City Manager form of Government, neither the City Council nor City Boards and Commissions, nor any Members thereof acting individually, have authority to give orders, directions or instructions to City Employees. This authority falls solely to the City Manager and applicable department heads and supervisors.

However, a Member may make inquiries of City Employees related to the scope of their duties provided that such inquiries will not require significant time or resources of City Employees, without the approval of the City Manager. In addition, Members may, and should, report to City Staff that is available, or the department head that is in charge of a particular function an emergency or other urgent situation requiring the attention of that staff person or department which affects the health, safety or welfare of the public or any citizen or citizens of the City when communication through the City Manager is not practicable. Members may also convey facts they reasonably believe should be made

known to a particular member of the City staff or department in circumstances where conveying such facts or information through the City Manager is not reasonably feasible. In all circumstances, Members shall recognize their role in dealing with City Employees to work for the public interest and shall endeavor to avoid creating the perception of and inappropriate direction to City Staff.

4. Conduct of Public Meetings.

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

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

5. Conflict of Interest.

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

Council Members may attend any Board or Commission meeting, which are open to any member of the public. However, they should be sensitive to the way their participation - especially if it is on behalf of an individual, business developer - could be viewed as unfairly affecting the process. Public comments by a Council Member at a Board or Commission meeting should be clearly made as individual opinion and not a representation of the decision, direction, or on behalf of the Council. Public comments by a Council Member at a Board or Commission adjudicatory hearing should not be made and may prohibit the Council Member from participating at City Council hearing on the same matter.

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6. Compliance and Enforcement.

The City of Selma Code of Conduct for Members of the City Council, Boards, and Commission Members is intended to be self-enforcing.

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

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

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

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

1. Implementation

This Code of Conduct, as adopted by the City Council of the City of Selma applies to Members of the City Council and to all Member of all Boards and Commissions of the City of Selma, whether elected or appointed. This Code of Conduct supersedes the previous version of this Code of Conduct adopted on July 18, 2016, but is otherwise intended only to supplement, and not replace or supersede, any other Code of Conduct, Code of Ethics, or rules governing meetings of the City Council or any Board or Commission of the City of Selma contained in any prior Resolution or the Selma City Municipal Code.

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Deleted: It is the intent of this Code of Conduct that all Members ("Members" shall mean any Member of the City Council or any Board or Commission of the City of Selma whether elected or appointed)

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Deleted: Members are expected to represent the City in a manner consistent with the Code of Conduct.

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Statutes, Regulations, and Ordinances and the California Fair Political Practices Commission Rules and Regulations relating to financial disclosures, election campaigns, conflicts of interests, and open processes of government.

Members shall always conduct themselves in a professional manner and strive to avoid even the appearance of impropriety. The City expects all Members to use good manners; to be considerate, respectful, and civil at all times and to refrain from abusive conduct, verbal or nonverbal personal attacks upon the character or motives of other Members of the City Council, Commissions or Boards, the Public or Staff, in any setting including before, during, or after the conduct of a Public Meeting, including electronic communications such as email or social media outlets. Members shall support a positive and constructive environment for all Residents, Businesses, other Members, the Council, Boards and Commissions of the City and City Employees.

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Deleted: Members of the City Council, Boards and Commissions are stewards of the Public interest. Members may appear before their own body or before the City Council or any

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

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known to a particular member of the City staff or department in circumstances where conveying such facts or information through the City Manager is not reasonably feasible. In all circumstances, Members shall recognize their role in dealing with City Employees to work for the public interest and shall endeavor to avoid creating the perception of and inappropriate direction to City Staff.

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Commented [LTR2]: Existing wording was ambiguous, and could arguably be read as requiring much broader and more all-encompassing disclosures than the law requires. Revised for clarity.

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Council Members may attend any Board or Commission meeting, which are open to any member of the public. However, they should be sensitive to the way their participation - especially if it is on behalf of an individual, business developer - could be viewed as unfairly affecting the process. Public comments by a Council Member at a Board or Commission meeting should be clearly made as individual opinion and not a representation of the decision, direction, or on behalf of the Council. Public comments by a Council Member at a Board or Commission adjudicatory hearing should not be made and may prohibit the Council Member from participating at City Council hearing on the same matter.

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Moved down [3]: ~~<#>~~The City of Selma Code of Conduct for Members of the City Council, Boards, and Commission Members is intended to be self-enforcing.

Moved up [2]: ~~<#>~~Members are expected to represent the City in a manner consistent with the Code of Conduct. The City Council will review, from time to time, this Code of Conduct and make changes or revisions as deemed necessary to insure the fairness and impartiality of proceedings before the City Council, Boards and Commissions and insure the public's trust in the governers of the City.¶

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

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

March 15, 2021

ITEM NO:

3.

SUBJECT: Consideration of Options for Community Clean-up Week Events

RECOMMENDATION: Staff recommends Council hold the April 2021 Community Clean-up drop-off location at the Waste Management Transfer Station at 5608 South Villa Avenue, Fresno and provide direction as to whether it would like to change the location back to Selma in October.

BACKGROUND:

The City of Selma has a multi-year agreement with Waste Management through 2024. The agreement stipulates Waste Management will provide two community clean-up events a year in a location approved by the City. On March 18, 2019, Council approved holding the events at the Waste Management Transfer Station at 5608 South Villa Avenue, Fresno.

On February 16, 2021, Council considered a number of options for future community clean-up events (Attachment A). Of the options, Council expressed interest in potentially moving the event back to Selma and possibly looking at a voucher program in the next fiscal year.

DISCUSSION:

Given the terms of the agreement between Waste Management and the City of Selma, moving the location of the drop-off may be done by Council action via a minute order. Changing to a voucher system for drop offs will require an amendment to the agreement.

Given the April community clean-up week is a month away (April 19 – 24), staff recommends Council affirm that the spring clean-up week take place at the Waste Management facility. Having the event at that facility did increase the hours for drop offs and it increased the tons of refuse disposed of by Selma residents, as noted in Attachment A.

If Council would like to bring the event back to Selma, then direct Waste Management and staff to find a location in Selma for the October event. There is no additional cost to the City to move the event.

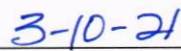
If Council would like to consider a voucher program, staff recommends reviewing the option during the upcoming budget process. The City pays for the disposal costs of the clean-up weeks. According to Waste Management's experience in Fowler which uses a voucher system, there is greater participation in the program and we expect expenses for disposal to increase significantly.

RECOMMENDATION:

Staff recommends Council hold the April 2021 Community Clean-up drop-off location at the Waste Management Transfer Station at 5608 South Villa Avenue, Fresno and provide direction as to whether it would like to change the location back to Selma in October.



Teresa Gallavan, City Manager



Date

Semiannual Clean-up Event Options

Proposal Option	Required Adjustment to Rate	Estimated Disposal Cost to the City	Additional Notes:
Two Clean Up Events Per Year at Former Selma Disposal Yard	Included with Current Rate at Previous Cost	Dependent on Participation Approximately \$2500 October 2019 (44 Tons) and \$1300 April 2019 (22 Tons)	
Two Clean Up Events Per Year at WM Yard	Included with Current Rate	Approximately \$10k Based on August 2020 Participation (54 Tons)	Note, Participation was higher at the WM yard compared to the most recent events hosted within the City
Annual Curbside Clean Up Event (5 Saturdays)	\$.93 Per Home Per Month	Approximately \$75k Assuming 1,335 Tons at the Current Gate Rate (\$56.07 in 2020, Subject to Change Annually)	Up to 5 Items Per Home (Maximum), 500 Pounds Per Home Pricing assumes the City pays disposal and facilitates any street sweeping or litter pick up required following the event. As discussed at our meeting, this could be a significant task depending on participation and set out habits
Voucher Program – Two Vouchers Per Resident in Good Standing Per Year, Set Amount Per Voucher	No Additional Cost to Current Rate	Dependent on Participation, Estimated to be \$100k Annually Based on 18% Participation Rate or Approximately 2,000 Tons	Participation based on City of Fowler Participation Rate
On Call Bulky Item Program	Significant Additional Expense to Cover Additional Staffing & Equipment	Dependent on Participation	The bulky item program will require a more concrete participation assumption and the potential for look backs in the agreement to support an increase of higher than anticipated participation. The cost of an additional flatbed vehicle and staffing would likely make the program unnecessarily burdensome on Selma residents.

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

March 15, 2021

ITEM NO: 4.

SUBJECT: Council request for an update on the Lincoln Park Development Project

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

DISCUSSION: At the August 17, 2020 City Council meeting, City Council approved an MOU between the City of Selma and American Legion Post #12 for improvements to the Lincoln Park Veterans Plaza. American Legion is providing funding for many of the improvements of the Veterans Plaza including the construction and installation of four statues.

Veterans Plaza Improvement Project Update:

- Masonry Wall (Back Side) removed along with the trees that overtime had uplifted the back wall and created separation of the wall in several areas.
- Shifted electric boxes on grass area and secured to back masonry wall.
- Public Works ordered new lighting and has been delivered.
- Staff met with new a masonry company to evaluate the installation of the new replacement back wall and is working directly with Basalite Concrete LLC.
- Public Works will be upgrading and replacing the sprinkler system around the plaza once the new masonry wall has been installed.
- Statues once completed, will be delivered and installed within the plaza.

Prior to this project beginning, the poles that banners were placed on to promote events in the front area of the plaza, had been removed. Staff discussed the installation of a new marquee on the corner of McCall and Rose Avenue which would be used for promoting events, services and public announcements within the City. This marquee would be partially funded also by American Legion and would be used as a promotional tool only, not for ads. With the amount of traffic daily at the intersection, residents would be able to be made aware of a variety of services, programs and public announcements. During the upcoming budget discussion, consideration of the installation of a new marquee will be discussed. The marquee is estimated to cost between \$45,000 to \$50,000 and an additional \$5,000 for infrastructure and electric installation.

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

/s/	03-11-2021
Mikal Kirchner, Director of Recreation	Date
/s/	03-11-2021
Teresa Gallavan, City Manager	Date

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

March 15, 2021

ITEM NO:

5.

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

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

DISCUSSION:

Community Development Director Fernando Santillan spoke with property owner Dave Mendrin on March 9, 2021 for a status update. Mr. Mendrin indicated that since the middle of January he has unfortunately experienced a variety of health issues and has been unable to work extensively because of associated ongoing health concerns as result. He did indicate, however, that new Valero sign has been designed and he anticipates a sign permit application will be submitted the week of March 15. He also indicated he has been in discussions with an adjacent residential property owner to purchase their property in order to accommodate his planned project.

BACKGROUND:

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

contracting for the removal of the signs in accordance with the provisions of the Business and Professions Code. The costs of the abatement will be made a lien against the Property until paid.

At the City Council meetings of November 2, 2020, December 7, 2020, and January 19, the City Council continued this item to the second meeting in March 2021 to provide the property owner, who had previously indicated a willingness to reestablish the sign as one to advertise a product or business, additional time.

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

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

/s/	03-11-2021
Fernando Santillan, Community Development Director	Date
/s/	03-11-2021
Teresa Gallavan, City Manager	Date

RESOLUTION NO. 2021-__R

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

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

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

WHEREAS, on November 2, 2020 the City Council of the City of Selma did conduct and continue a public hearing to December 7, 2020 pursuant to Business and Professions Code §5499.2 to determine whether the sign was an illegal on-premises advertising display and a public nuisance; and

WHEREAS, on December 7, 2020 the City Council of the City of Selma did conduct the continued public hearing pursuant to Business and Professions Code §5499.2 to determine whether the sign was an illegal on-premises advertising display and a public nuisance and continued the public hearing to January 19, 2021; and

WHEREAS, on January 19, 2020 the City Council of the City of Selma did conduct the continued public hearing pursuant to Business and Professions Code §5499.2 to determine whether the sign was an illegal on-premises advertising display and a public nuisance and continued the public hearing to March 15, 2021; and

WHEREAS, on March 15, 2021 the City Council of the City of Selma did conduct the continued public hearing pursuant to Business and Professions Code §5499.2 to determine whether the sign was an illegal on-premises advertising display and a public nuisance; and

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

2. The advertising display located on the Property identified in this Resolution is an illegal on-premises advertising display as defined by Business and Professions Code §5499.1 and a public

3. Any Property owner(s) objecting to the notice to remove illegal advertising display shall have an opportunity to object at a meeting of the City Council to be held on May 3, 2021. Notice to the property owners shall be given in the following form:

Notice hereby given that on the 15th day of March, 2021, the City Council of the City of Selma adopted a Resolution declaring that an illegal advertising display is located on or in front of this Property (Fresno County Assessor Parcel No. 388-155-22) which constitutes a public nuisance and must be abated by the removal of the illegal display. Otherwise, it will be removed, and the nuisance abated by the City of Selma. The cost of removal will be assessed upon the property from or in front of which the display is removed and will constitute a lien upon the property until paid. Reference is hereby made to Resolution No. _____ for further particulars. A copy of this Resolution is on file in the office of the Clerk of the City Council of the City of Selma.

Dated this _____ day of _____, 20____, by _____, _____”
{Title}

This Resolution was duly adopted by the City Council of the City of Selma at a regular meeting on the of 2021 by the following vote:

Scott Robertson, Mayor

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