


# Proclamation



## LGBT Pride Month

**WHEREAS**, the City of Selma has a diverse Lesbian, Gay, Bisexual, Transgender (LGBT) community and is committed to supporting visibility, dignity and equity for all people in the community; and

**WHEREAS**, many of the residents, students, employees, and business owners within the City of Selma who contribute to the enrichment of our City are a part of the lesbian, gay, bisexual, transgender, and questioning community; and

**WHEREAS**, various advancements have been made with respect to equitable treatment of lesbians, gay men, bisexual, transgendered, and questioning persons throughout the nation, but there continues to be some opposition against people from this community and around the world making it important for cities like Selma to stand up and show support for our residents who are affected; and

**WHEREAS**, several cities across the United States recognize and celebrate June as LGBT Pride Month; and

**WHEREAS**, June has become a symbolic month in which lesbians, gay men, bisexual people, transgender, and supporters come together in various celebrations of pride; and

**WHEREAS**, the rainbow flag, also known as the LGBT pride flag or gay pride flag, has been used since the 1970s as a symbol of Lesbian, Gay, Bisexual, Transgender pride and LGBT social movements; and

**WHEREAS**, flying the rainbow flag in Selma throughout the month of June further symbolizes the City's celebration of diversity and support for the Lesbian, Gay, Bisexual, Transgender community.

**NOW, THEREFORE**, the City Council of the City of Selma does hereby declare the month of June as LGBT Pride month in the City of Selma, and invites everyone to reflect on ways we all can live and work together with a commitment to mutual respect and understanding, and further, recognizes Pride Month by flying the rainbow in Selma during the month of June.

Proclaimed this 7<sup>th</sup> day of June, 2021.

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Scott Robertson  
Mayor of the City of Selma



**CITY OF SELMA  
COUNCIL SPECIAL MEETING  
March 15, 2021**

*VIA TELECONFERENCE PURSUANT TO EXECUTIVE ORDER N-29-20 ISSUED BY  
GOVERNOR GAVIN NEWSOM. THE COUNCIL CHAMBER WAS CLOSED TO THE  
PUBLIC. PUBLIC HAD THE OPTION TO CALL +1 301 715 8592 ID: 852 6258 1677  
PASSCODE: 1893 TO PROVIDE COMMENTS ON AGENDA ITEMS.*

The special meeting of the Selma City Council was called to order at 4:32 p.m. in the Council Chambers. Council members answering roll call were: Guerra, Mendoza-Navarro, Trujillo, Mayor Pro Tem Cho and Mayor Robertson.

Also present were Special Interim Counsel Montoy, City Manager Gallavan, and interested citizens.

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

**CLOSED SESSION:** At 4:33 p.m., Mayor Robertson recessed the meeting into Closed Session to discuss the following:

**Conference with Labor Negotiator:** Government Code Section 54957.6

Agency Negotiator: Teresa Gallavan, City Manager  
Employee Organization: Selma Police Officers Association, Police Mid-Management, Fire Mid-Management & Selma Firefighter's Association (IAFF Local 3716)

**Conference with Legal Counsel; Existing Litigation** (Gov. Code § 54956.9(d)(1))

1. Name of Case: Mooradian v. City of Selma et al.  
Case No. or Claim No. Fresno County Superior Court, Case No. 21CECG00154
2. Name of Case: Avalos v. Mendoza-Navarro et al.  
Names of Parties or Claimants: Plaintiff Jimmie "Jim" Avalos; Defendants Blanca Mendoza-Navarro, an individual and Brandi Orth, in her capacity as County Clerk/Registrar of Voters of Fresno County  
Case No. or Claim No. Fresno County Superior Court, Case No. 20CECG03762

**Public Employment** Pursuant to Government Code §54957

Title: City General Counsel

Mayor Robertson reconvened the meeting from closed session at 5:58 p.m.

Interim City Counsel Montoy reported that Council had considered a Post Counsel Judgment, regarding the Avalos v. Mendoza-Navarro and Brandi Orth, in her capacity as County Clerk/Registrar of Voters of Fresno County case listed above. She stated that the City Council approved the post judgement settlement which consists of the City waiving its cost and paying one third of the court reporter fees totaling \$2,035.62 in return for Avalos waiving his rights to appeal the action. Motion carried with the following vote:

AYES: Mendoza-Navarro, Cho, Trujillo.  
NOES: Guerra, Robertson  
ABSTAIN: None  
ABSENT: None

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

Respectfully submitted,

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Reyna Rivera  
City Clerk

**CITY OF SELMA  
COUNCIL REGULAR MEETING  
March 15, 2021**

*VIA TELECONFERENCE PURSUANT TO EXECUTIVE ORDER N-29-20 ISSUED BY  
GOVERNOR GAVIN NEWSOM. THE COUNCIL CHAMBER WAS CLOSED TO THE  
PUBLIC. PUBLIC HAD THE OPTION TO CALL +1 301 715 8592 ID: 852 6258 1677  
PASSCODE 1893 TO PROVIDE COMMENTS ON AGENDA ITEMS.*

The regular meeting of the Selma City Council was called to order at 6:08 p.m. in the Council Chambers. Council members answering roll call were: Guerra, Mendoza-Navarro, Trujillo, Mayor Pro Tem Cho and Mayor Robertson.

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

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

**INVOCATION:** Pastor Joe Alvarez of Iglesia Antioquia led the invocation.

**ORAL COMMUNICATIONS:** Mr. Justin Skarb, California Water Service provided public comment requesting a letter of support.

**WOMENS HISTORY MONTH PROCLAMATION:** Council member Mendoza-Navarro read a Proclamation and proclaimed March 2021 as WOMEN'S HISTORY MONTH in the City of Selma.

**FIRE DEPARTMENT BADGE PINNING CEREMONY:** Fire Chief Petersen introduced Firefighter Michael Rodriguez, Firefighter Dakota Gordon, Firefighter Eddie Colegio, and Firefighter Andrew Rangel. Family was invited to step forward for the badge pinning ceremony. City Clerk Rivera then administered the oath of office.

**CITY PLANNING PROJECT UPDATE:** Planning Consultant Noguera provided updates on planning projects and discussed new project applications received.

**CONSENT CALENDAR:** Mayor Robertson requested to pull agenda item 1.a., 1.b., and 1.e. for separate discussion. Council member Guerra requested to pull items 1.d. and 1.f. Council member Guerra then motioned to approve the remainder of the Consent Calendar as written. Motion was seconded by Council member Trujillo and carried unanimously.

- |      |               |   |
|------|---------------|---|
| 1.a. | <u>Pulled</u> | Consideration of Amendment 1 of Agreement HSR19-28 with the High Speed Rail Authority   |
| b.   | <u>Pulled</u> | Consideration 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 |



- c. Approved Consideration of a Memorandum of Agreement Between Fresno County Sheriff's Office and Selma Police Department Pertaining to Assistance Under the Law Enforcement Mutual Aid Plan
- d. Pulled Consideration of Agreement with Krazan & Associates for Geotechnical Engineering Investigation Report for New Park
- e. Pulled 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
- f. Pulled Consideration of the check register dated March 8, 2021

**CONSENT CALENDAR AGENDA ITEMS 1.a., 1.b., 1.d., 1.e. and 1.f.**, After discussion of agenda items 1.a., 1.b., 1.d., 1.e. and 1.f., motion was made by Council member Guerra and seconded by Council Member Trujillo to approve 1.a. AMENDMENT 1 OF AGREEMENT HSR 19-28 WITH THE HIGH SPEED RAIL AUTHORITY; RESOLUTION NO. 2021-11R APPROVING CITY MANAGER'S FILING AND EXECUTION OF AN APPLICATION FOR A MEASURE C TRANSIT ORIENTED DEVELOPMENT (TOD) PROGRAM CYCLE IX GRANT; 1.c. MEMORANDUM OF AGREEMENT BETWEEN FRESNO COUNTY SHERIFF'S OFFICE AND SELMA POLICE DEPARTMENT PERTAINING TO ASSISTANCE UNDER THE LAW ENFORCEMENT MUTUAL AID PLAN; 1.d. AGREEMENT WITH KRAZAN & ASSOCIATES FOR GEOTECHNICAL ENGINEERING INVESTIGATION REPORT FOR NEW PARK; 1.e. INSTRUCTIONAL SERVICE AGREEMENT BETWEEN THE CITY OF SELMA AND FRESNO CITY COLLEGE, INCLUDING AN AMENDMENT THAT DICTATES THE TERM OF THE AGREEMENT and 1.f. CHECK REGISTER DATED MARCH 8, 2021. Motion carried unanimously.

- 2. Continued Consideration of the City Council Code of Conduct Update

Special Services Counsel Bennett provided Council with the revised update for Consideration and further discussed the procedures.

Public comments were received from Mr. Jim Avalos, Mrs. Victoria Delgadillo and Ms. Theresa Salas. After Council discussion, motion was made by Council member Mendoza-Navarro and seconded by Mayor Pro Tem Cho to implement revisions to include ad-hoc committee, add steps for procedure, and bring back revisions at a future meeting. Motion carried with the following vote:

AYES:	Mendoza-Navarro, Cho, Trujillo
NOES:	Guerra, Robertson
ABSTAIN:	None
ABSENT:	None

3. Approved Consideration of Options for Community Clean-up Week Events

City Manager Gallavan reported that the City has a multi-year agreement with Waste Management through 2024 that 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 cleanup events. 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.

Ms. Elizabeth Gomez, Waste Management Public Sector Solutions Manager addressed questions from Council. Public comment was received from Ms. Theresa Salas.

After Council discussion, motion was made by Council member Guerra and seconded by Council member Trujillo to use the Waste Management Transfer Station at 5608 South Villa Avenue, Fresno for the April event. Motion carried unanimously.

It was also understood that City Staff would bring the discussion back to Council for the October clean up event.

**RECESS:** At 7:46 p.m. the meeting was recessed for a short break. Mayor Robertson reconvened the meeting at 7:53 p.m.

4. Approved Council request for an update on the Lincoln Park Development

Community Services Director Kirchner provided Council with an update on the Lincoln Park project. Public Works Director Ferrell and American Legion Post 12 Commander Eliseo Zuniga also discussed the matter.

Public comment was received from Mrs. Victoria Delgadillo. After Council discussion, motion was made by Council member Guerra and seconded by Council member Mendoza – Navarro to allow staff to move forward on the bids for signs; include solar option on RFP; investigate proposals for planter and bring back to Council at a future time. Motion carried unanimously.

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

Community Development Director Santillan provided information to Council. Mayor Robertson opened the public hearing at 8:24 p.m. Public comment was received by Mrs. Victoria Delgadillo and Mr. Dave Mendrin, owner of property. There being no further comments, Mayor Robertson closed the public hearing at 8:26 p.m.

After Council discussion and no further public comments, motion was made by Council member Guerra and seconded by Council member Mendoza-Navarro to continue the item to the May 17, 2021 Council meeting. Motion carried unanimously.

**DEPARTMENT REPORTS:** City Manager Gallavan provided a power point presentation regarding a Council request for more information on Enhanced Infrastructure Financing Districts (EIFD) and options to move forward. She also reported that the City was awarded a grant which was funded by the Community Power Resiliency Allocation Program for a generator at the Senior Center.

Community Development Director Santillan provided a zoning ordinance project update and reported on attending a meeting with Caltrans to better understand the process to address homeless encampments.

Assistant City Manager Moreno stated that the audit would be presented at a future Council meeting.

Public Works Director Ferrell provided an update on the Veterans Plaza project.

Fire Chief Petersen provided Council an update on the first burn at the new training facility. He also advised that the Fire Department continues to collaborate with various partners on upcoming vaccination clinics.

Community Services Director Kirchner reported on the recent vaccination clinic held and stated the Senior Center will begin an ongoing vaccination clinic.

Police Chief Gomez provided an update on the homeless encampments and reported that they are no longer in the city only on Caltrans jurisdictions. Police Chief Gomez reported on recent activity and advised that grant funding was used to hold an alcohol and tobacco detail and that the City received a grant for the purchase of Narcan. He also reported that officers will begin a K-9 training program.

**COUNCIL REPORTS:** Council member Mendoza-Navarro reported on receiving an inquiry on local efforts from a representative of the Governor's COVID-19 Taskforce. Council member Mendoza-Navarro also reported that she is a part of the Leadership Committee at St. Joseph's Catholic Church and invited everyone to special upcoming mass.

Council member Trujillo reported on his support of the vaccine distribution, which will lead to resuming in-house City Council meetings and businesses opening up. He thanked City Staff for all their hard work.

Council member Guerra reported on attending a Selma Kingsburg Fowler County Sanitation District (SKF) meeting and discussed an upcoming sewer project. She also that the City had previously recognized Ms. Magali Perez, a citizen and young boxer that is currently fundraising for a tournament in Louisiana. On a personal note, Council member Guerra announced her son and daughter-in-law will be having a baby girl in September. Mayor Pro Tem Cho reported on a recent ride along she did with Police Chief Gomez and she thanked him for the opportunity and stated she looks forward to other meetings with department heads.



Mayor Robertson reported on a recent meeting held with Fresno Mayor Dyer discussing local homelessness issues, and stated the Fresno Business Journal interviewed him for an upcoming article on local down town revitalization projects. Mayor Robertson provided an update on the Transit Oriented Development (TOD) Grant and the Second Chance Animal Shelter and inquired on the reader board located at Rose and McCall Avenues and asked if it can be utilized to host Public Service Announcements for the Cares Act or emergency funding.

**ADJOURNMENT:** There being no further business, the meeting was adjourned at 9:04 p.m.

Respectfully submitted,

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Reyna Rivera  
City Clerk

Agenda Item 1.c.  
**CITY OF SELMA**  
**CITY COUNCIL SPECIAL MEETING**  
**March 19, 2021**

*VIA TELECONFERENCE PURSUANT TO EXECUTIVE ORDER N-29-20 ISSUED BY GOVERNOR GAVIN NEWSOM. THE COUNCIL CHAMBER WAS CLOSED TO THE PUBLIC. PUBLIC HAD THE OPTION TO CALL +1 301 715 8592 ID: 872 9121 7402  
PASSCODE: 2021 TO PROVIDE COMMENTS ON AGENDA ITEMS.*

The special meeting of the Selma City Council was called to order at 9:32 a.m. in the Council Chambers. Council members answering roll call were: Guerra, Mendoza-Navarro, Trujillo, Mayor Pro Tem Cho and Mayor Robertson.

Also present were Interim Special Counsel Montoy, City Manager Gallavan, Assistant City Manager Moreno, Police Chief Gomez, Community Services Director Kirchner, Community Development Director Santillan, and interested citizens.

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

Approved      Consideration of Request from California Water Service for support regarding Equitable Distribution of Federal COVID-19 Financial Assistance for Customers of PUC-Regulated Water Suppliers.

City Manager Gallavan and California Water Service Community Affairs Manager Kevin McCusker reported on the matter for Council. After Council discussion, motion was made by Council member Guerra and seconded by Council member Mendoza-Navarro to **ISSUE A LETTER OF SUPPORT REGARDING EQUITABLE DISTRIBUTION OF FEDERAL COVID-19 FINANCIAL ASSISTANCE FOR CUSTOMERS OF PUC-REGULATED WATER SUPPLIERS**. Motion carried unanimously.

**CITY COUNCIL GOAL SETTING SESSION:** City Manager Gallavan noted the session is designed to be focused on identifying areas of interest and priorities to assist in the budget development process. She introduced facilitator Dr. Jackie Ryle, who was participating remotely via Zoom. Dr. Ryle asked that each Council member introduce themselves by responding to the questions 1) their role in the community 2) what they see as the ideal for the future of the City of Selma 3) what opportunities have resulted from the pandemic over the past year. Responses to questions 2 and 3 summarized as follow:

Council member Mendoza-Navarro: **IDEAL FUTURE SELMA:** Grown to attract new and retain existing businesses; sufficient housing and schools for families raising their children; legacy of a great community to live in.  
**PANDEMIC OPPORTUNITIES:** Personal slowdown for more time with family; City opportunities to experience growth.

Council member Trujillo: **IDEAL FUTURE SELMA:** Thriving, increased downtown commerce and park activities; two mile stretch along Freeway 99 developed with industry and parks; Developed infrastructure to support large and small businesses.

PANDEMIC OPPORTUNITIES: Families grown together and more valued; community brought together; COVID Relief Bill bringing resources for ability to create our needed infrastructure.

Council member Guerra: IDEAL FUTURE SELMA: Infrastructure for large and small businesses and retail; fire station and sufficient housing.

PANDEMIC OPPORTUNITIES: Working together; shared vision to help people with businesses; staff stepping up and doing outstanding job.

Mayor Pro Tem Cho: IDEAL FUTURE SELMA: Selma prospers in all areas including economy and education; people are proud of Selma and all work together in peace. PANDEMIC OPPORTUNITIES: Everyone drawing together; grants for small businesses; providing food to seniors; providing vaccines; all coming together; staff doing outstanding work.

Mayor Robertson: IDEAL FUTURE SELMA: Selma is unique, and is a livable, safe place with good quality of life; the community comes together to solve problems; there is strong economic development and high value for public safety; citizens have opportunities to volunteer and give back.

PANDEMIC OPPORTUNITIES: Align and plan for priorities expressed by the citizenry for safety, infrastructure, economic development, planning, housing; coordination of all efforts to achieve desired goals.

Facilitator Ryle summarized what she heard as trends and common threads as all working together to align priorities, provide for a safe and livable community that offers adequate infrastructure for strong large and small businesses, sufficient housing, and education and resources for families and children.

City Manager Gallavan displayed and reviewed priorities from 2019, consolidated in May 2020, reflecting Public Safety, Economic Development and Community Development. Open for discussion, it was suggested that Infrastructure be added as a separate priority. There was discussion on the individual and collective priorities, and what is embodied in each. Question was raised as to the issue of homelessness, and it was agreed that the issue cuts across all the goal areas and is included as a separate sub goal.

**RECESS:** Mayor Robertson recessed the meeting at 10:37 a.m. The meeting reconvened at 10:47 a.m.

When Council reconvened, City Manager Gallavan displayed and reviewed the information provided by Council and stated that the survey will be sent to Council members and Mayor to determine priorities for inclusion in budget and discussed at a future meeting.

**CLOSED SESSION:** At 10:50 a.m., Mayor Robertson recessed the meeting into Closed Session to discuss the following:

**PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE:** Pursuant to Government Code Section 54957.



Mayor Robertson reconvened the meeting from closed session at 12:25 p.m., and stated that there is no reportable action for the item as it will be continued to a future meeting.

**ADJOURNMENT:** There being no further business, the meeting was adjourned at 12:27 p.m.

Respectfully submitted,

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Reyna Rivera  
City Clerk

**CITY OF SELMA  
CITY COUNCIL SPECIAL MEETING  
March 31, 2021**

*VIA TELECONFERENCE PURSUANT TO EXECUTIVE ORDER N-29-20 ISSUED BY  
GOVERNOR GAVIN NEWSOM. THE COUNCIL CHAMBER WAS CLOSED TO THE  
PUBLIC. PUBLIC HAD THE OPTION TO CALL +1 301 715 8592 ID: 859 1812 6487  
PASSCODE: 508885 TO PROVIDE COMMENTS ON AGENDA ITEMS.*

The special meeting of the Selma City Council was called to order at 9:01 a.m. in the Council Chambers. Council members answering roll call were: Guerra, Mendoza-Navarro, Trujillo, Mayor Pro Tem Cho and Mayor Robertson.

Also present were City Manager Gallavan, Assistant City Manager Moreno, and interested citizens.

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

**CLOSED SESSION:** At 9:04 a.m., Mayor Robertson recessed the meeting into Closed Session to discuss the following:

**PUBLIC EMPLOYMENT:** Pursuant to Government Code Section §54957. Title: City General Counsel.

Mayor Robertson reconvened the meeting from closed session at 2:43 p.m., and stated that direction has been given to staff on hiring City General Council and that there was no other reportable action.

**ADJOURNMENT:** There being no further business, the meeting was adjourned at 2:44 p.m.

Respectfully submitted,

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Reyna Rivera  
City Clerk

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

June 7, 2021

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**ITEM NO:**

1.d.

**SUBJECT:**

Consideration of a Resolution Approving a Request for a Special Event Permit and Fee Waiver for the Hope Fest Community Resource Fair Event

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**RECOMMENDATION:** Consider approval of a request from Project Hope to hold a special event at Lincoln Park and waive City fees associated with the event.

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**DISCUSSION:** Mr. Louis Franco, on behalf of Project Hope, has submitted a special event permit application and a request to waive fees associated with their proposed Community Resources Fair on Saturday, August 21, 2021 at Lincoln Park from 1 pm to 5 pm.

The planned event will include a free live concert, car show, free haircuts, free clothes, free grocery giveaway, and free meals to Selma residents in need. The applicant estimates that up to 500 people will attend the event.

The organizer plans to close the streets on the east and south side of Lincoln Park (Mill Street between McCall Ave. and Selma St. and Selma St. between Mill St and Cross St.), which is where the car show and grocery giveaway will take place.

Fees associated with this event include Special Events Permit, Park and Senior Center Rental, Street Closure Permit, Sound Permit, Staff and Barricade Fees.

**Police Department:** \$866.48 for two police officers assigned to the event.

**Planning:** \$80.00 Special Event Fee and \$80.00 Amplified Sound Fee.

**Recreation:** \$100.00 for Park Rental Fee and \$48 for Senior Center Rental Fee

**Public Works:** \$325.00 for Street Closure and Barricades and \$178.72 for PW staff

**Total Waiver Request: \$1,678.20**

Project Hope will be required to provide proof of insurance coverage as required by the City prior to the permit issuance.

The fee waiver serves a public purpose by allowing a registered non-profit organization (Project Hope) to provide much needed resources and services to the community, as well as a day of free entertainment.

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/s/ \_\_\_\_\_  
Fernando Santillan, Community Development Director

06/03/2021

Date

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

06/03/2021

Date



**RESOLUTION NO. 2021 –\_\_R**

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF SELMA, CALIFORNIA, APPROVING A  
REQUEST FOR A FEE WAIVER FOR THE HOPE FEST  
COMMUNITY RESOURCES FAIR AT LINCOLN PARK  
ON AUGUST 21, 2021**

**WHEREAS**, Project Hope has requested that the City Council approve a special event permit and waive fees associated with its Community Resource Fair on August 21, 2021; and

**WHEREAS**, the total fees associated with the event are One Thousand Five Hundred and Forty-Eight Dollars and Twenty Cents (\$1,548.20), which includes the fees for the special events permit, sound permit, street closure permit, barricades, park and Senior Center rental, police and public works staff time; and

**WHEREAS**, the total amount Project Hope is requesting the City Council to waive is One Thousand Five Hundred and Forty-Eight Dollars and Twenty Cents (\$1,548.20); and

**WHEREAS**, while the City is proposing to waive One Thousand Five Hundred and Forty-Eight Dollars and Twenty Cents (\$1,548.20) associated with the event, Project Hope is still required to comply with all other provisions of the City's Municipal Code;

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

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

SECTION 2. Project Hope is a 501 (c)(3) non-profit organization based in Pomona, CA which seeks to provide basic needs and services to residents of under-resourced areas.

SECTION 3. The City Council hereby approves the special event permit and fee waiver for fees associated with the Community Resource Fair event in the amount of One Thousand Five Hundred and Forty-Eight Dollars and Twenty Cents (\$1,548.20).

SECTION 4. Project Hope shall comply with the City's Municipal Code during the event, and provide the City with all information required by City staff, including, but not limited to, the following:

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

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

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

**PASSED, APPROVED AND ADOPTED** this 7th day of June, 2021, by the following vote:

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

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Scott Robertson, Mayor

ATTEST:

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Reyna Rivera, City Clerk

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ITEM NO: 1.e.

**SUBJECT:** Authorization of submission of claim for transportation development act funds for 2021-22 fiscal year, to coincide with the Fresno Council of Governments Policy Board's approval of Transportation Development Act (TDA) funds apportionment and TDA claims process

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**RECOMMENDATION:** Authorize the Acting City Manager to sign and forward the Certification and Claim forms to the Fresno County Council of Governments.

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**DISCUSSION:** The Fresno County Council of Governments (FCOG) has made its estimates of local transportation funds expected in the 2021-2022 fiscal year. It is estimated that the City of Selma can claim \$1,191,764.

There are three components to this TDA allocation: Bicycle and Pedestrian Facilities, Public Transportation, and Streets and Roads. Since the City contracts with Fresno County Rural Transit Authority (FCRTA) for public transit services, the Public Transportation funds are allocated directly to this organization. This year's allocation to FCRTA is estimated at \$168,514.

It is necessary for each city to submit an executed resolution prior to fund disbursement by the FCOG. The city council adopted a continuing resolution for that purpose in 2014, a copy of which is attached, so that all that is required to be submitted is the attached claim form.

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/s/  
Isaac Moreno, Acting City Manager

06/02/2021  
Date



Enter Date: **6/7/2021**Claimant Name: **City of Selma****TRANSPORTATION FUNDING CLAIM FOR FISCAL YEAR: 2021/22**

Instructions: Please note that each page of this claim is a separate worksheet, please click through all tabs and complete. Also note that light yellow fields require an entry if applicable, light grey fields contain formulas that will automatically calculate based on corresponding entries. A date and claimant name field is at the top of the first page, and automatically repeats on following pages, (date should be formatted 00/00/0000)

**When completed, please print, sign and send signed original via mail to:**

**Les Beshears, Director of Finance, Fresno Council of Governments, 2035 Tulare Street, Suite 201,  
Fresno, CA 93721**

<b>From: Applicant:</b>	<b>City of Selma</b>
<b>Address:</b>	<b>1710 Tucker Street</b>
<b>City/State/Zip:</b>	<b>Selma, CA 93662</b>
<b>Contact Phone/email:</b>	<b>Isaac Moreno/isaacm@cityofselma.com</b>

*This applicant is an eligible claimant pursuant to Section 99203 of the Public Utilities Code and certifies that the following transportation funds are available to be claimed:*

**Local Transportation Fund**

<b>Apportionment:</b>	<b>\$ 1,023,250.00</b>
<b>Unexpended, Held by Claimant:</b>	
<b>Other Agency:</b>	

**State Transit Assistance Fund**

<b>Estimate:</b>	<b>\$ 168,514.00</b>
<b>Unexpended, Held in Trust:</b>	<b>\$ -</b>

**Other**

<b>Other:</b>	
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<b>one million one hundred ninety one thousand seven hundred sixty four</b>	<b>TOTAL</b>
	<b>\$1,191,764.00</b>

*spell out total amount in above cell*

**for the purposes and respective amounts specified in the attached claim be drawn from the Local Transportation Fund and State Transit Assistance Fund.**

*Please print and sign after completing form*

**Authorized Signature:****Name/Title:****Acting City Manager****Date:** **6/7/2021**

2035 Tulare St., Ste. 201 tel 559-233-4148  
Fresno, California 93721 fax 559-233-9645

[www.fresnocog.org](http://www.fresnocog.org)

Enter Date: **6/7/2021**Claimant Name: **City of Selma****TRANSPORTATION FUNDING CLAIM DETAIL FOR FISCAL YEAR: 2021/22**

<b>PURPOSE</b>		<b>AMOUNT</b>	<b>SUBTOTAL</b>
<b>1. Bicycle &amp; Pedestrian Facilities:</b>			
	Article 3:	\$ 20,464.00	
	Article 8a:		
	Audit Exceptions (General Fund Payback);		
	Unexpended Funds, Held by Claimant:		
			\$ 20,464.00
<b>2. Regional Transportation Planning:</b>		\$ 28,578.00	\$ 28,578.00
<b>3. Public Transportation State Transit Assistance Funds (STA):</b>			
		\$ -	
	Other:		
			\$ -
<b>4. Community Transit Service CTSA, Article 4.5:</b>		\$ 50,194.00	\$ 50,194.00
<b>5. Streets &amp; Roads:</b>			
	Article 8a:	\$ 623,913.00	
	Unexpended Funds, Held by Claimant:		
			\$ 623,913.00
<b>6. To Be Claimed By:</b>			
	Fresno County Rural Transit Agency LTF:	\$ 300,101.00	
	Fresno County Rural Transit Agency STA:	\$ 168,514.00	
	Other:	\$ -	
			\$ 468,615.00
<b>7. Reserve in Fund Pending Further Claiming</b>			\$ -
		<b>GRAND TOTAL</b>	<b>\$ 1,191,764.00</b>
		<b>Claim Total Must Agree With Total on First Page</b>	<b>\$ 1,191,764.00</b>
		<b>Minus Non Transit Claims</b>	<b>\$ 547,387.00</b>
		<b>GRAND TOTAL PAYABLE TO CLAIMANT</b>	<b>\$ 644,377.00</b>

*Allocation instructions and payment by the Fresno County Auditor-Controller to the applicant is subject to such monies being available for distribution, and to the provisions that such monies will be used only in accordance with the rules and regulations of the Transportation Development Act.*

Enter Date: **6/7/2021**Claimant Name: **City of Selma****BICYCLE AND PEDESTRIAN FACILITIES FOR FISCAL YEAR: 2021/22**

Two percent (2%) of the claimant's Local Transportation Fund apportionment must be spent on bicycle and pedestrian facilities (PUC 99233.3 and 99234); such claims are to be filed as Article 3. Claims for projects in excess of 2% may be filed as Article 8a (PUC 99400(a)). If other funding is to be used with Local Transportation Funds to implement projects, such funding should be shown on the claim form.

PROJECT TITLE & BRIEF DESCRIPTION	PROJECT COST
1. Various Bicycle & Pedestrian Facilities throughout the claimant's jurisdiction:	\$ 20,464.00
<i>AND/OR:</i>	
Other - describe briefly if applicable:	\$ -
Other - describe briefly if applicable:	\$ -
Other - describe briefly if applicable:	\$ -
<b>TOTAL PROJECT COSTS</b>	<b>\$ 20,464.00</b>

**STREETS AND ROADS CLAIM FOR FISCAL YEAR: 2021/22**

Local Transportation Funds coming to claimants within Fresno County may be used for streets and roads improvements and maintenance pursuant to Article 8 (PUC 99400), but only after Fresno COG makes a finding that public transportation needs within the claimant's jurisdiction are reasonably met by satisfying the service requirements set forth by the Regional Transportation Plan (PUC 99401.5).

PROJECT TITLE & BRIEF DESCRIPTION	PROJECT COST
1. Development, Construction & Maintenance Facilities throughout the claimant's jurisdiction:	\$ 623,913.00
<i>AND/OR:</i>	
Other - describe briefly if applicable:	\$ -
Other - describe briefly if applicable:	\$ -
Other - describe briefly if applicable:	\$ -
<b>TOTAL PROJECT COSTS</b>	<b>\$ 623,913.00</b>

Enter Date: **6/7/2021**

Claimant Name: **City of Selma**

## CONTINGENCY PROJECT LISTING FOR FISCAL YEAR: 2021/22

*CHECK ALL THAT APPLY (Enter "X" in yellow box)*

**BICYCLE AND PEDESTRIAN FACILITIES**

☒ **Article 3**

**PUBLIC TRANSPORTATION**

☒ **Article 4**

**STREETS & ROADS**

☒ **Article 8a**

### STANDARD ASSURANCES FOR CLAIMANTS

*CLAIMANT ASSURANCES: (initial yellow box all that apply)*

- ☒ **A.** Claimant certifies that it has submitted a satisfactory, independent fiscal audit, with required certification statement, to the RTPA and to the State Controller, pursuant to PUC 99245 and 21 Cal. Code of Regulations Section 6664 for the prior fiscal year (project year minus two). Claimant assures that this audit requirement will be completed for the current fiscal year (project year minus one).
- ☒ **B.** Claimant certifies that it has submitted a State Controller Report to the RTPA and to the State Controller, pursuant to PUC 99243.

**The undersigned hereby certifies that the above statements are true and correct.**

*Please print and sign after completing form*

Authorized  
Signature: \_\_\_\_\_  
Name/Title: **Isaac Moreno/Acting City Manager**  
Date: **6/7/2021**

**RESOLUTION NO. 2013 – 27R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA  
SUBMITTING A CLAIM FOR TRANSPORTATION DEVELOPMENT ACT (TDA) FUNDS  
CONTINUING FROM THE 2013-2014 FISCAL YEAR, THEREBY COINCIDING WITH THE  
FRESNO COUNCIL OF GOVERNMENTS POLICY BOARD APPROVAL OF TDA FUNDS  
APPORTIONMENT AND TDA CLAIMS PROCESS**

**WHEREAS**, the City of Selma hereby submits a TDA Funding Claim for the Local Transportation Fund, and State Transit Assistance Fund of Fresno County continuing from fiscal year 2013-2014; and thereafter

**WHEREAS**, the Fresno COG has the authority to review claims and allocate such funds in accordance with the Transportation Development Act of 1971 and Chapter 3 of Title 21 of the California Administrative Code; and

**WHEREAS**, the Fresno COG encourages inter-jurisdictional coordination of transportation needs and increased coordination of transportation implementation plans.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Selma hereby requests that the Fresno COG allocate the amounts approved by resolution by the Fresno COG Policy Board, from the Local Transportation Fund, and State Transit Assistance Fund to the named applicant for fiscal year 2013-2014; and thereafter for the purposes allowed under Articles 3, 4.5 and 8 of the Transportation Development Act of 1971, as identified in the attached claim and which is in accordance with the adopted Regional Transportation Plan.

**BE IT FURTHER RESOLVED**, that the City Council of the City of Selma hereby requests that of the City's total Transportation Fund Apportionment for fiscal year 2013-2014; and thereafter, in the amount approved by resolution by the Fresno COG Policy Board, be allocated from the Local Transportation Fund to the Fresno COG for the purpose of conducting Regional Transportation Planning.

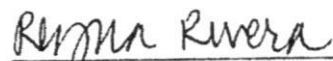
**BE IT FURTHER RESOLVED**, that the City Council of the City of Selma hereby requests that of the City's total Transportation Fund Apportionment for fiscal year 2013-2014; and thereafter, in the amount approved by resolution by the Fresno COG Policy Board, be allocated to the Fresno County Rural Transit Agency for the purpose of conducting a transportation program consistent with the adopted Regional Transportation Plan.

**BE IT FURTHER RESOLVED**, that the named applicant further agrees to provide the Fresno COG with such information as may be necessary to support its annual transportation claim.

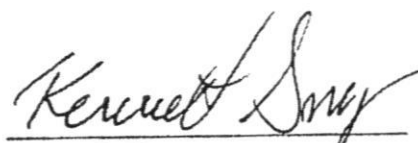
The foregoing resolution was duly adopted by the Selma City Council at a regular meeting held on the 1<sup>st</sup> day of July 2013, by the following vote, to wit:

AYES:	5	COUNCILMEMBERS:	Rodriguez, Avalos, Derr, Robertson, Grey
NOES:	0	COUNCILMEMBERS:	None
ABSTAIN:	0	COUNCILMEMBERS:	None
ABSENT:	0	COUNCILMEMBERS:	None

Attest:



Reyna Rivera  
City Clerk

  
Kenneth Grey  
Mayor of the City of Selma



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

June 7, 2021

**ITEM NO:**

1.f.

**SUBJECT:** Consideration of the Purchase of a Propane-fed Vehicle Fire Prop

**RECOMMENDATION:** Staff recommends that Council approve the purchase of a Fireblast Falcon CX vehicle fire prop.

**DISCUSSION:** Selma Fire Department personnel responded to over 30 vehicle fires in 2020. These are difficult fires to extinguish due to the fuels involved, and equally difficult to train for. A propane-fed vehicle fire prop allows for training on a number of different extinguishing tactics, as often as necessary, without the concern of air pollution from the toxins of an actual burning vehicle. The prop has multiple safety features that will ensure a safe and effective training environment.

Staff has evaluated price quotes from two manufacturers (both are attached to the staff report), and have chosen Fireblast Global. A third manufacturer was contacted, but staff never received a response. Not only is Fireblast Global the most cost efficient quote, but they are also a West Coast company with fire props sold to other agencies in the Valley, including Fresno City College and Fresno County Fire.

It is staff's objective to eventually outfit all of the Fire Department's training resources to clean burning fuels. This prop will be the beginning of that process and will continue to enhance our training capabilities.

<b><u>COST:</u></b> <i>(Enter cost of item to be purchased)</i>		<b><u>BUDGET IMPACT:</u></b> <i>(Enter amount this non-budgeted item will impact this years' budget – if budgeted, enter NONE).</i>
\$43,942.76		None
<b><u>FUNDING:</u></b> <i>(Enter the funding source for this item – if fund exists, enter the balance in the fund).</i>		<b><u>ON-GOING COST:</u></b> <i>(Enter the amount that will need to be budgeted each year – if one-time cost, enter NONE).</i>
Funding Source: Measure S and Strike Team Reim.-		None
Fund Balance: Measure S-\$1,376,304 Strike Team Reim-\$94,067.89		

/s/  
Robert Petersen, Fire Chief

06/02/2021  
Date

/s/  
Isaac Moreno, Acting City Manager

06/02/2021  
Date

# Selma Fire Department

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## ADVANCED VEHICLE FIRE TRAINING PROP

### Pricing Proposal

June 1, 2021

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**Quote Number:** 1462  
**Date:** 6-1-21  
**Sales Person:** Stephanie VanDerwarker  
**Valid Until:** 7-1-21  
**Terms:** See General Terms and Conditions. All pricing in USD.

**Contact:**  
Robert Peterson  
Selma, California 93662  
**Phone:** (559) 891-2211





## Greetings

LION is proud to provide the following offer. Our advanced Vehicle Fire Training System is designed to provide realistic live fire training suited to your specific needs. LION offers smashable headlights, pry-able hood and an integrated cooling system as standard features of our vehicle prop package. Note that all LION props are covered by a ten-year construction warranty. In addition, the pilot box, control console and all associated components are covered by a one-year comprehensive warranty. The specifications and the corresponding LION offer are summarized below.

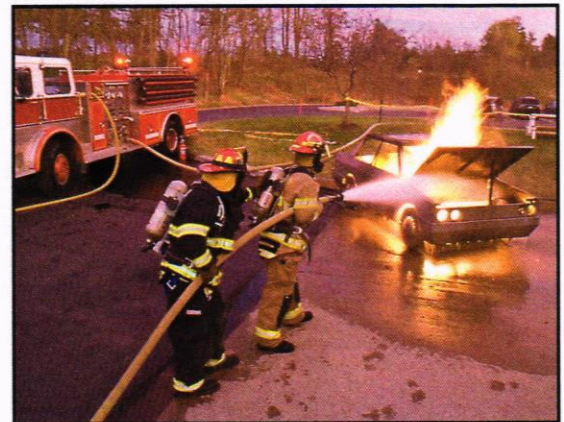
### **LION Vehicle Fire Training System Package**

**Price: \$49,306.25**

The LION Vehicle Fire Training Prop (Item # HLTSCP01) includes:

#### **LION Car Fire Prop**

- **10-year construction warranty**
- **1/4"** and **1/8"** all steel construction with protective heat resistant paint
- **1/3"** C Channel galvanized steel frame. Thicker gauge steel at high heat areas allows for much longer life of car.
- Industrial gauge integrated steel casters for moving car prop
- Car prop dimensions: 12'6"l x 5' 6"w x 4'6"h
- **4 burn zones** - Create driver and passenger compartment, engine, and wheel-well fires at the push of a button
- Live fire training prop used in conjunction with Hose Line Fire Training System
- Hinged hood, trunk, and passenger doors
- Driver and passenger seat backs, steering wheel, hood prop bar
- **Pry-able and Roll-able Hood** - Conduct forcible hood entry drills with the Pry-able and Roll-able Hood feature. The special design with replaceable hood plates of varying difficulty allows for



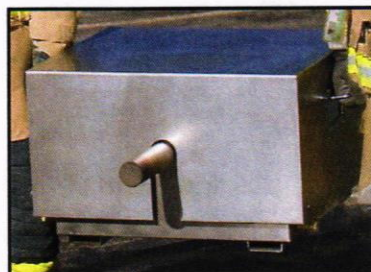
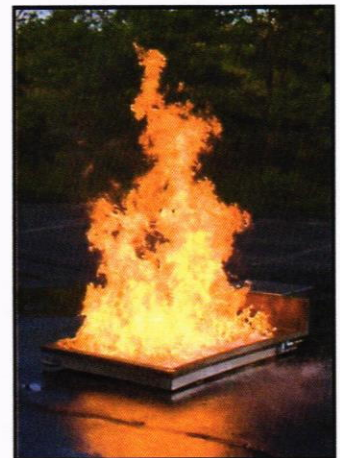
challenging yet repeatable hood-rolling drills without damaging the prop.

- **Integrated Cooling System** - Cooling piping is built into the vehicle itself and connects to a standard garden hose, allowing for long duration fire simulations while minimizing steel fatigue and wear. Ideal for use when practicing positioning of apparatus, angle of attack, and stretching the proper hose lines, etc. while the vehicle remains fully involved.
- **Smashable Headlights** - Conduct engine compartment extinguishing drills with the Smashable Headlights feature. Specially designed headlight holes in the grill allow for drills of varying difficulty with different types of metal headlight plates.
- All steel construction



#### **Fire Tray (Item # HLTSBT01) and Pilot Control Box (Item # HLTSPB01)**

- Removable tray can be positioned independently to simulate a fuel spill or can be used in conjunction with several other training props
- Engineered for use with hand lines, CO2, and water extinguishers
- Liquid propane fueled industrial grade fire fighter training unit
- Stainless steel 4' x 6' fire tray
- **Stainless steel** continuous burn forced air pilot control box with four (4) burn zones for realistic fire simulation
- Removable pilot box can also be used with other props or fire trays





### **Mobile Control Console with Wired Remote (Item # HLTSWC01)**

- **UL Listed Control Console** interfaces between props and upstream propane and power supply. Houses core propane and power components, control components, optional wireless and sound effect components (if selected) and **built in E-stop button**.
- Includes 50-foot propane hose with **self-sealing quick disconnect fittings**, specifically designed to prevent gas leaks up to 250psi in high-pressure propane delivery situations. Hose and fittings constructed to withstand environment elements and heat from normal operation.
- **NEMA 4X** rated to resist corrosion
- Wired remote (unless upgraded to wireless) to independently start and stop multiple burn zones, with deadman button
- Includes power cable to connect to customers power supply



### **Shipping Kit (Item # HLTSSK01)**

First aid kit, orifice cleaning kit, extension cord, quick disconnect fittings, and prop hoses.

### **Options:**

The following options are also available.

### **LION Mobile Trailer Package**

**Price: \$33,995**

Flat-bed trailer with tongue. This package allows you to transport and store your LION Car Prop and accessories. Allows transport of one prop at a time.

Features:

- Aluminum Frame; non-corrosive frame, superior to steel
- Extruded Aluminum Floor
- 3,500# Spring Axle with EZ Lube Hubs
- LED Tail Lights
- 7' Stowable Ramps
- Winch for loading and unloading prop from trailer





- Prop tie-down points and strapping
- 7,000# GVWR
- Two (2) 100 lb. Propane Tanks
- Gasoline-operated generator for powering props
- Storage cabinet for storing accessories
- Full-Size Spare Tire

### **Integrated Vehicle Smoke Option (HLTSSMK01)**

**Price: \$5,295**

- Industrial grade smoke generator allows you to add realistic smoke effects during your training session
- 4,000 cubic ft/minute to zero visibility smoke output
- Integrated design produces smoke around the vehicle. Smoke generator is built into the vehicle training prop, with protective heat shielding for optimal long-term performance.
- Start and stop the smoke generator using the HLTS remote control
- Dual heaters
- 110V 15amp
- Smoke generator can be removed for training in additional locations
- Includes 20 liter container of LION smoke liquid
- Smart controls include:
  - Adjustable smoke output and density settings
  - Continuous run and adjustable intermittent run features
  - Digital smoke liquid reservoir display (shows amount of smoke liquid remaining)



### **Sound Effects Option (HLTSSOK01)**

**Price: \$3,895**

Digital sound effects for the vehicle fire system include 8 pre-programmed sounds. Instructor can add additional sounds via USB interface. Sound effects can be controlled by the instructor via the mobile console or wireless remote control.

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**Wireless Remote Control (Item # HLTSWC02)****Price: \$3,000**

Rugged, industrial grade hand-held wireless remote control. Controls fire simulation systems including four independent fire zones and add-on fires, and optional features such as smoke and sound effects. Includes a stop button for rapid shutdown. The wireless option will allow the operation of one prop at a time. This option replaces the wired control console (Item # HLTSWC01).

**Stainless Steel Upgrade (Item # HLTSCPS01)****Price: \$17,080**

Car body panels upgraded to stainless steel

**Installation, Set-up and Training****Delivery to Site****Price: \$8,790****Set-up and Training****Price: \$2,494****Set-up and training includes:**

- Installation and calibration
- Set-up and test operation of vehicle prop
- 4-hour train the trainer session for up to 6 people
- User manual
- Toll-free technical support
- One-year comprehensive warranty on materials and parts
- Ten-year construction warranty on the steel vehicle prop
- Site work not included. It is the responsibility of the customer to provide propane and electricity to the console.



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## Our Approach

### Realism

LION Training Systems are designed to simulate every aspect of a fire or emergency response situation. The fire training systems, structures, and props are constructed accurately to scale, and the fires are built into objects and appliances that would be found in real life. LION focuses on building the most realistic fire training scenarios possible allowing trainees to experience the full impact of an emergency situation. Every critical environmental condition that a first responder may face during an emergency can be simulated, including darkness, smoke, sound, flames and heat – depending on the scenario desired. As a result, trainees come to fully experience the challenging physical and psychological effects both on themselves and on others participating in the exercise. Wherever possible, technical instruments and services such as gas and electrical supplies, ventilation systems, and pilot burners are “hidden” from view using special design elements and technologies.

### Integrated focus on safety and performance

LION training systems are designed, built and installed to ensure that all safety controls are integrated directly into the operational device. Our technicians calibrate the safety settings for each module to maximize safety and ensure all training situations are of a consistent and high quality. LION's in-house technical support team is completely familiar with all the details of your system and is on-call to provide the maintenance and service your training requires.

### Effective training

Most importantly, the training system you acquire needs to be designed to effectively teach the lessons important for your actual risk and response situation. The training simulator must be a tool that addresses your training needs and supports the educational program of your instructors. LION is focused on designing systems that help you teach the critical fire and safety skills needed to address your highest risk elements.

### Experience

LION is a market leader in the field of fire and safety training equipment. LION serves a global customer base with its best-of-class training technologies. Used by thousands of organizations to train millions of fire and safety professionals, LION fire training systems have become the industry standard.

## Industry Recognition

Our LION training products have received numerous industry recognitions and awards, including (among others):

- International Fire Buyer Magazine Awards – Fire Fighter Improvement - 2018
- ISFSI Innovation Award - 2016
- Manufacturing Leadership Awards – New Product Leadership - 2015
- Prestigious Build Award for Excellence in Design and Construction – 2014
- Industry Awards from 2010-2013
- Occupational Safety and Health Magazine – New Product of the Year – 2009
- Australia Fire Awareness Award – 2008
- National Registry of Environmental Professional – Environmental Training Award 2007

We offer a total solutions product line for firefighter training, fire brigade training, fire prevention public education and corporate safety training.

LION clients include every branch of the US armed forces, the US Department of Homeland Security, NASA, and thousands of other fire departments, government offices, and corporate clients.







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## Contact

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Seeing is believing. We hope that this proposal offers us an opportunity to show how LION's fire training technology can help Selma FD achieve your training goals.

Thank you for considering LION as a trusted source for your fire training. It has been an honor for us to provide you with this budgetary proposal.

Please do not hesitate to contact us should you require any more information or have any questions about the proposal provided or our company.

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### LION Training

20 Corporate Circle  
Albany, NY 12203

**Tel:** 518.689.2023

**Fax:** 518.689.2034

[www.lionprotects.com](http://www.lionprotects.com)





These are the General Terms and Conditions of Sale and Delivery ("General Terms") of Lion First Responder, Inc., with its place of business at 7200 Poe Avenue, Suite #400, Dayton, OH 45414, and companies or enterprises affiliated therewith (hereinafter jointly referred to as "Supplier").

#### APPLICABILITY

These General Terms and Conditions of Delivery and Services apply to all offers, services, deliveries and agreements contracted as such with Supplier.

These General Terms may only be departed from if Supplier expressly states or acknowledges this in writing.

Other general terms and conditions, including but not limited to the terms and conditions of any counterparty (including but not limited to buyers or commissioning parties, that Supplier has concluded an agreement with or is in negotiation of concluding any agreement) (all hereinafter to be referred to as "Customer"), shall, where not in accordance with these General Terms, be explicitly rejected. Such other general terms and conditions shall only apply if and insofar as explicitly confirmed by Supplier in a separate document.

These General Terms also apply, as circumstances so dictate, for the benefit of personnel and assistants of Supplier and/or auxiliaries engaged by Supplier who are working and/or useful for the performance of the relevant agreement, as well as for the benefit of third parties through whom Supplier has the contracted agreement performed, whether in whole or in part.

#### OFFERS, CONTRACTS & CHANGES

Unless the offer stipulates a period for acceptance, all offers are non-binding. In all offers, prices stated do not include any state, local or federal governmental taxes, duties and/or customs charges unless specifically stated. Up to one (1) week after acceptance of a non-binding offer, Supplier may withdraw the offer. A non-binding offer remains valid for a maximum period of thirty (30) days, unless explicitly stated otherwise in the offer.

The agreement is contracted as soon as a full and unconditional acceptance of the offer has reached Supplier. This acceptance implies that the Customer consents to the applicability of these General Terms and, insofar as necessary, waives the declaration of applicability of the Customer's own general terms and conditions of purchase (or of whatever kind).

If the acceptance contains reservations or changes to the offer, contrary to the provisions of the preceding paragraphs, the agreement is only contracted if and insofar as Supplier has explicitly informed the Customer in writing that it consents to such departures from the offer. In such event, only the reservations or changes stipulated by the Customer that Supplier has expressly confirmed will be applicable, meaning that all other reservations or changes that are not expressly confirmed to be accepted are deemed to have been rejected. It is understood that the applicability of these General Terms (including all provisions hereto), is a key stipulation of Supplier, and forms an integral part of its offer.

Offers issued and contracts entered into by representatives, sales agents or intermediaries are binding on Supplier only after the order has been confirmed in writing.

Supplier is only bound by offers and contracts produced and/or concluded by representatives, commercial agents or intermediaries after a written order confirmation by Supplier.

Information and data provided by the Customer to Supplier for the purposes of the agreement contracted, such as drawings, etc., will be assumed by Supplier to be correct, and Supplier will base its offer on such information. Supplier is not responsible, and bears no responsibility, for specifications or designs developed and supplied by Customer and/or information, drawings, etc. supplied by the Customer as referred to in the preceding sentence, regardless of whether Supplier has advised the Customer thereon. This applies accordingly to parts and materials that the Customer makes available or prescribes to Supplier.

In reading the measures, weights, colors and technical data contained in the offers, the other party should allow for minor discrepancies which do not exceed the normal limits. Sizes, weights, colors and technical details in the offer should be read in such a way that the other party must take account of small deviations that do not go beyond the boundaries of what is considered normal.

Prices in offers and contracts are based on the relevant circumstances and data (particularly the salary and materials costs) which were in force or known to Supplier at the time of preparing the offer or concluding the contract.

All orders are subject to credit department approval.

Delivery, minimums and surcharges of the goods and services may vary according to the product line; all such variations will be stated in proposals, quotes or bid documents.

Possession of a price list of Supplier does not constitute an offer to sell.

For all turnouts, a One Hundred and Twenty-Five U.S. Dollar (\$125) (list) minimum order surcharge may apply to special cuts or special production runs and to custom sizes or over-sizes outside Supplier's standard sizing (see appropriate sizing charts). On non-turnout products, a ten percent (10%) minimum surcharge may apply to special cuts or special production runs and to custom sizes or over-sizes outside Supplier's standard sizing (see appropriate sizing charts).

Supplier is entitled to adjust offered or agreed prices according to reasonableness and fairness, if there is a change in circumstances or data after the issuing of the offer or the conclusion of the contract, but before the performance of the contract.

#### DELIVERY & RISK OF LOSS

For PPE and core training products, freight term for domestic orders delivered within the 48 contiguous U.S. states is F.O.B. Destination unless otherwise stated on quote.

Contact Supplier for terms and conditions of sale for International, Alaskan/Hawaiian or other non-contiguous U.S. destinations, Totalcare offers, and for sale of large props and Custom Build training projects.

No C.O.D. orders.

Unless expressly agreed otherwise, stated delivery times shall not be regarded as deadlines, unless explicitly agreed otherwise. In the event of late delivery, the Customer must give Supplier due notice before Supplier can be in default.

Supplier reserves the right to ship partial orders unless complete shipment is stated on the order.

Rush orders for custom make-to-order products are subject to a twenty percent (20%) rush fee.

The delivery period commences on the date on which Supplier has confirmed the order to the Customer, or otherwise on the date agreed by the parties in writing.

Supplier is authorized to determine the method of transport. For Large Props and Custom Build Projects, transport costs are not included in the offers and sale prices, but will be charged separately to the Customer as appropriate.

The goods shall be delivered by Supplier in the packaging it deems appropriate. If the Customer prescribes different packaging, Supplier is entitled to invoice the Customer separately for the cost of such packaging.

Supplier is entitled to have deliveries made or services performed by third parties.

Documentation provided by third party carriers shall be conclusive evidence of proof of delivery and Supplier bears no responsibility for goods after delivery by carrier to designated destination.

Amongst other things, the Customer should ensure free access to the installation site and the availability of all the necessary facilities.

#### 4. PAYMENT & TRANSFER OF OWNERSHIP

- All orders for make-to stock products are subject to a handling charge of Four and 25/100 U.S. Dollars (\$4.25). All orders amounting to less than Fifty U.S. Dollars (\$50.00) will be subject to a handling charge of Fifteen U.S. Dollars (\$15.00).
- In the event of late payment by the Customer, the Customer will be deemed to be in breach by operation of law with no demand letter or notice of default being required. All payments must be made within thirty (30) days after the date of invoice, unless any other payment term is explicitly agreed in writing. Payment must be made without any deduction or offsetting, at the offices of Supplier or by means of transfer to a bank account stipulated by Supplier.
- Supplier retains full (and sole) ownership of the goods until such time as the due purchase sum, including any statutory interest, collection cost, etc. has been paid in full and received by Supplier, even if the goods have meanwhile been processed or incorporated into other products.
- If the Customer does not pay within the set time described herein (the "Payment Date"), it shall be deemed to be legally in default without the requirement of any warning or notice of default.
- For amounts owed after the Payment Date, Customer shall pay two percent (2%) per month interest, or the maximum statutory rate, if below 2%, as well as legal and other costs incurred in order to secure the performance of the contract, its cancellation and/or compensation, except if Supplier is ruled against by a final and conclusive judgment of the court.
- The collection costs shall amount to at least fifteen percent (15%) of the outstanding sum, subject to a minimum of Three Hundred U.S. Dollars (\$300.00).
- The Customer is at all times obliged to furnish security to Supplier, immediately upon receipt for the fulfillment of its obligations. If the Customer does not comply with this request, Supplier will be entitled to cancel the contract, as well as any other still existing contracts between Supplier and the Customer, without judicial intervention, and to claim additional or compensatory damages.
- If Supplier has claims against the Customer and the object of these claims is under a retention of title and Supplier also has claims against the Customer for which no retention of title has been made, payment by the Customer is applied first towards fulfillment of the claim(s) not subject to retention of title.
- As long as the ownership of the goods delivered has not been transferred to the Customer: (i) the Customer is not permitted to transfer the ownership of the goods delivered, to encumber these goods with real rights or rights under the law of obligations, or to alienate them under any title whatsoever except pursuant to the provisions of paragraph 9 of this article or otherwise agreed in writing; (ii) the Customer is obliged to observe due care in maintaining custody of the goods and to hold them as the identifiable property of Supplier (any marks or signs of Supplier applied in, on or to the goods delivered must remain clearly visible; and (iii) the Customer is obliged to store goods delivered that are defined exclusively by type and weight separately and ensure that they are clearly identifiable as property of Supplier.
- As long as the ownership of the goods delivered has not been transferred to the Customer, the Customer is permitted to incorporate or process the goods delivered or sell and transfer them to third parties, so long as in the context of its normal business operations, and in the case of sale, the Customer (i) stipulates a retention of title to the goods delivered upon its customer, or (ii) immediately pays the purchase price owed to Supplier, or (iii) pledges to Supplier the Customer's claim against its customer, payable upon demand by Supplier.
- Supplier is entitled to reclaim the goods delivered under retention of title, if and insofar as the Customer remains in default of the fulfillment of any obligation toward Supplier, or in the opinion of Supplier, exhibits any payment problems.
- The Customer hereby grants Supplier *nunc pro tunc* the irrevocable right to enter the Customer's business premises or to allow a third party designated by Supplier to do so in the event that Supplier wishes to reclaim the delivered goods.

#### 5. RETURNS

- The Customer must contact Supplier Customer Support within forty-five (45) days of receipt of shipment to receive a Return Authorization Number. All returns received without a Return Authorization Number will be held up for processing. Except for defective items:
  - Products that have been worn, laundered, altered or soiled are non-returnable;
  - Personalized garments (e.g., with names, letters or heat transfer emblems) are non-returnable;
  - Custom manufactured, custom sizes, made-to-order and special cut products are non-returnable;
  - Products that have been discontinued or redesigned are non-returnable;
  - Boots that have been worn are non-returnable;
  - CBRN products are non-returnable.
- Returns must have prior approval from Supplier and marking instructions. Supplier will not accept goods returned without its written permission.
- Return of stock goods are subject to a fifteen percent (15%) restocking fee.
- Custom made-to-order products are not returnable.

#### 6. FORCE MAJEURE

- If Supplier is prevented by force majeure from making full, correct and proper delivery within the delivery time, Supplier is entitled to cancel the contract, or to inform the Customer of a reasonable period within which full, correct and proper delivery can still be made, without Supplier being bound to pay any compensation.
- Force majeure is deemed to apply if after agreement is concluded, Supplier is prevented from fulfilling its obligations under this agreement or making the preparations to do so as the result of an extraordinary nature in particular circumstances such as war, risk of war, civil war, acts of war, riot, terrorism, civil unrest, fire, water damage, inaccessibility of certain areas, flooding, strike, works occupation, lockout, hindrances to imports and exports, official regulations, defective machinery, interruptions in the power supply, all of these both in Supplier's factory and in the third party establishments from which Supplier wholly or partly draws the necessary plant or raw materials, as well as in storage or during transport, whether or not under Supplier's own control and, further, through all other causes arising through no fault of Supplier or outside its area of risk.
- In the event Supplier fails to perform any of its obligations due to force majeure, Supplier will inform the Customer immediately of the reason and will immediately upon cessation of the force majeure take all reasonable steps within its power to resume compliance with its obligations ASAP. If the obligations cannot be met after sixty (60) days either party has the right to terminate the contract.

#### 7. DISPUTES & APPLICABLE LAW

- All legal relationships between the parties are governed exclusively by U.S. law, to the exclusion of all other legal systems.
- The Vienna Sales Convention (CISG) is not applicable, nor are any other international rulings from which exclusion is permitted.

the parties will first attempt in good faith to resolve any dispute or claim amicably through negotiations between representatives of each party with authority to settle the relevant dispute.

#### COMPLAINTS & LIABILITY

Without prejudice to all that is stipulated in the agreement and elsewhere in these General Terms, Supplier will not be liable, contractually and/or extra-contractually, for direct damages, except insofar as the Customer proves that the damage and/or loss is the result of a shortcoming relating to the delivered product that can be fully and solely attributed to Supplier, in which case, however, the total liability of Supplier will be still limited to the amount that is covered by its insurance. If no insurance coverage exists, for any reason at all, Supplier's liability is limited to a sum equal to the amount of the invoice value of the supplied goods that gave rise to the liability. Supplier can never be held liable for loss of profits, loss of earnings or other indirect and consequential damage. Supplier will in no event be liable, unless insofar as it explicitly accepts liability in these General Terms or in a written agreement between Supplier and the Customer.

Complaints must be submitted to Supplier in writing, with argumentation, within fourteen (14) days after the Customer becomes aware or could reasonably have become aware of the complaint, failing which Supplier is entitled to disregard the complaint and the Customer is deemed to have waived any claim it may have against Supplier with regard to the complaint.

If a timely and well-substantiated complaint is found justified, Supplier is entitled to either lower its invoices or improve the results of its work.

Complaints do not entitle the Customer to suspend or offset any payments.

After delivery, Supplier is no longer liable for faults, excepting where faults are fully and solely attributable to Supplier and the Customer did not give notice of such faults prior to the transfer in title, and furthermore the Customer could not reasonably be expected to have discovered these faults at the moment of transfer in title and register a complaint concerning the fault within the appropriate time frame as stipulated herein.

If and insofar as the Customer has insured any risk associated with the agreement, the Customer is obliged to claim any damages under that insurance and indemnify Supplier against recovery claims by the insurer.

Supplier's liability for direct material damages is at all times limited to the net amount of the invoice pertaining to the agreement (excluding VAT). Under no circumstances shall the compensation exceed the amount for which Supplier has procured insurance coverage for the loss-causing events and for which coverage is actually provided.

The following are not subject to compensation: Consequential loss, including damages due to business stoppage and loss of profit; Damages inflicted on persons and/or property found in the vicinity of the location where the contract is being performed inflicted by or during the performance of the contract; Damages caused by third parties, such as auxiliaries engaged by Supplier.

Excepting where otherwise agreed in writing, all liability of Supplier is cancelled (and therefore will expire) at the latest after six (6) months have elapsed from the moment at which the agreement ends by transfer in title, dissolution or cancellation.

The legal claim derived from a fault for which Supplier is liable is not admissible (and will therefore expire) if it is brought later than six (6) months following the day on which the agreement ends by virtue of delivery, transfer in title, dissolution or cancellation.

#### INTELLECTUAL & INDUSTRIAL PROPERTY RIGHTS

All rights of intellectual property with regard to the products and/or services as well as the designs, drawings, software, documentation and all other materials developed and/or used in the preparation or performance of the agreement between Supplier and the Customer or agreements resulting therefrom are vested exclusively in Supplier or its suppliers. The delivery of products and/or services does not extend to any transfer of intellectual property rights.

The Customer acquires only a license for the non-exclusive and non-transferable right to use the products and results of the services for the agreed purposes. The license is only valid if the Customer fulfils the financial obligations connected with making available the copyright-protected design.

The license applies solely to the use of the design or invention in question by the Customer itself. Use of the license by third parties is not permitted except after written permission has been obtained by Supplier.

Without the prior written consent of Supplier, the Customer shall not in any way disclose, duplicate, reverse-engineer or allow third-party access to any or all of the products, services, and results thereof.

The Customer shall not remove or alter references of Supplier or its suppliers concerning copyrights, trademarks, trade names or other intellectual property rights.

Supplier warrants that it is authorized to extend the rights of use as described above to the Customer, and indemnifies the Customer against any claims of third parties in this regard. This provision does not apply if and insofar as the products, services and/or their results are altered and/or if they are delivered in conjunction with goods of third parties, in this latter case excepting where the Customer demonstrates that the claims of third parties pertain exclusively to the products, services and/or results delivered by Supplier.

As long as there is retention of title in place, Supplier can reclaim the goods without this constituting default. The Customer irrevocably authorizes Supplier to enter the place(s) where these goods are located. Additionally, the Customer is not authorized to alienate the goods, nor to encumber the goods with any right or restricted right.

#### CANCELLATION

Supplier is entitled to cancel the agreements with the Customer under retention of its claims for compensation of losses in full, in the event of:

- i. the Customer's late payment of eligible amounts or an interruption in Customer's payments;
- ii. the Customer's application for bankruptcy;
- iii. the Customer's application for suspension of payments;
- iv. the Customer's being placed under conservatorship; or
- v. liquidation of the Customer's business.

If the Customer cancels a contract, Supplier is entitled to recover from the other party the costs which it has incurred that can no longer be recovered, as well as its lost profit.

Cancellation of the agreement renders all outstanding claims between the parties immediately fully payable. The Customer is liable for the damages suffered by Supplier, including but not limited to loss of profit and transport costs.

The lost profit must amount to at least twenty-five percent (25%) of the payment (excluding turnover tax) that Supplier would have received from the performance of the contract.

#### I. WARRANTY

For PPE and uniforms, Supplier warrants that all its firefighter and emergency responder protective clothing, uniforms and equipment meet all applicable NFPA standards in effect at the time of their manufacture and further warrants that such products are free from any defect in workmanship or any patent material defect.

maintain the product to assure it remains fit for its intended purpose. In order to maximize the useful life of these products and maintain the warranty, the products are to be used only by appropriately trained personnel following proper firefighting or emergency response techniques and in accordance with the products' warning, use, inspection, maintenance, care, storage and retirement instructions. Failure to do so will void the warranty.

- c. If the agreement involves the processing of material supplied by the Customer, Supplier warrants the product incorporating the material to be free from only manufacturing defects for a period of six (6) months after delivery. If the processing proves to be unsound, Supplier may, at its own discretion, either remedy the fault or perform the processing again using material to be delivered by the Customer, or refund a proportionate amount of the agreed contract price.
- d. Subparagraphs e, f, g and h of this section apply exclusively to training products:
- e. Supplier warrants the proper functioning of its products and the soundness of the materials and parts used therein for a period of twelve (12) months after delivery or for any other such term as agreed in writing between Supplier and the Customer. No warranty is given for products that were not new at the moment of delivery, and/or products that are not in use by the Customer itself. Supplier does not warrant that the goods are suitable for the purpose for which the Customer intends to use them. Supplier does not warrant the absence of any faults of the products if and insofar as the products were made following the design and/or other instructions or materials of the Customer.
- f. Parts for which the wear-and-tear is dependent on the intensity and frequency of use of the product delivered are warranted for twelve (12) months or seven hundred and fifty (750) hours of use, whichever comes first. Replacement of any parts damaged as result of excessive usage and operation, defined as greater than eighty-five (85) hours per month or one thousand (1,000) hours per year, or more than ten (10) hours of continuous operation, shall be excluded from the warranty.
- g. Supplier must be informed of more intensive use as soon as it becomes clear that the product is likely to be used more than indicated in General Terms or a separate agreement signed by both parties. If the Customer remains in default of notifying Supplier, the warranty is voided.
- h. Faults that arise after modification or repair by third parties, faults resulting from the use of the products for a purpose other than that for which they are intended, and faults arising from normal wear-and-tear, injudicious use or improper maintenance are not covered by the warranty. The Customer is also barred from invoking the warranty provisions:
- i. if software and/or systems purchased by the Customer have been installed without the prior consent of Supplier and/or not fully according to any given instructions of Supplier;
- ii. in the event of negligence on the part of the Customer with regard to maintenance, or if the Customer has used the goods for purposes for which they were not designed;
- iii. if the Customer has made changes or had changes made to the goods;
- iv. in the event of injudicious or reckless use, improper connections, improper voltage, lightning strike, damage due to moisture penetration or other external causes or calamities; or
- v. for software problems resulting from the installation of software installed by the Customer or third parties without the explicit permission of Supplier.
- i. EXCEPT AS SET FORTH ABOVE, SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE.
- j. Under the above warranties, Supplier will repair or replace, at its option, any product which does not meet the above warranties. Such repair or replacement will be the Customer's sole remedy and Supplier will not be responsible for any incidental, consequential or other damages based upon or arising in any way from breach of the warranties contained herein or the Customer's use of such product.
- k. The repairs under warranty will normally be carried out by Supplier at its factory, affiliate, or other designated facility. Only if repair by Supplier or a third party engaged by Supplier is not possible, and Supplier has duly communicated this to the Customer, the Customer shall be entitled to the replacement or repair of the faulty parts (unless otherwise explicitly agreed).
- l. Supplier may decide not to repair the goods but instead to replace them with brand new or equivalent goods, or to take back the goods and, if appropriate, refund part of the purchase price and/or offer a comparable alternative.
- m. The goods replaced under this warranty will be the property of Supplier.
- n. These warranty obligations apply only to any product, part or component which is returned to Supplier or a Supplier Authorized Clean and Repair Center with prior authorization and proof of purchase, and which Supplier agrees to be defective as covered by this warranty.
- o. The word "product" includes the product itself and any parts or labor furnished by Supplier with the sales, delivery or servicing of the product.
- p. "Defects in workmanship and materials" means poorly manufactured seams, stitching or components (e.g., loose or broken seams, zippers or snaps that fall off or do not function properly), and fabrics which have such flaws as holes, uneven spots, weak areas, pilling or other flaws caused by irregularities in their manufacture.
- q. The limited warranty for firefighter PPE does not cover the following items after receipt of the product by Customer:
- i. Claims made after sixty (60) days from the date of shipment for damage to materials;
- ii. Damage or color change from exposure of materials to direct or indirect sunlight or fluorescent light;
- iii. Shade variations among textiles used or shade changes to fabrics caused by wear and tear and/or washing;
- iv. Color loss due to abrasion (creases, folds, pleats, edges, collar points, etc.);
- v. Damage caused by improper washing, decontamination, disinfecting or maintenance (for example, use of chlorine or petrochemicals to clean);
- vi. Damage caused by repair work not performed to factory specifications;
- vii. Damage from routine exposure to common hazards which may cause rips, tears, burn damage or abrasion;
- viii. Loss of retroreflectivity of reflective trim due to normal wear and tear and/or heat exposure;
- ix. Detachment of reflective trim due to thread abrasion and/or heat exposure;
- x. Replacement of zippers or closures worn partially sealed and/or damaged by heavy wear and tear;
- xi. Loss of buttons, snaps, or cuff seams.
- r. For training products, telephone support is offered within the warranty period to assist with trouble-shooting faults and to assist the Customer in replacing parts covered under warranty. At the conclusion of the warranty period, telephone support will be offered as part of a separate Maintenance Contract offered by the Supplier. The Customer understands that telephone support and assistance can only be guaranteed during normal office hours and on normal workdays.





## **BUDGETARY PRICING FALCON CX CAR**

### **TRAINING OBJECTIVE**

#### **System Training Capabilities Include:**

- Direct and indirect fire attack
- Exterior fire attack
- Fire suppression techniques
- Vehicle fire attack
- Tactics and strategies
- SCBA use

### **CODE COMPLIANCY**

- NFPA 54 National Fuel Gas Code
- NFPA 58 Liquefied Petroleum Gas Code
- NFPA 70 National Electrical Code
- NFPA 1402 Standard on Facilities for Fire Training and Associated Props
- UL-508A Standards for Industrial Control Equipment
- ANSI Z21 & 83 Standards for Gas Utilization Equipment
- MIL STD 882D Department of Defense Standard Practice for System Safety

### **CERTIFICATION**

Third party tested (NRTL) in compliance with NFPA, UL, and ANSI requirements.

### **EQUIPMENT**

#### **Controls (Falcon EX 10 Controller)**

- Programmable logic controller
- Wireless handheld controller
- Portable control podium
- Quickburner™ technology
- 120v electrical
- UL-508A certified control panel
- NEMA rated enclosures

#### **System**

- Stainless steel pilot equipment
- Stainless steel burner
- Makeup/combustion air system
- Vapor or liquid LPG fuel
- Burn zone selection by manual valve activation

#### **Safety**

- Pilot and flame detection and monitoring
- NFPA compliant fuel delivery system
- Flame control valves
- Fail safe delivery system
- Automatic and manual shutdowns



## BUDGETARY PRICING FALCON CX CAR

### Live Fire Prop

- Two (2) door midsize car mockup
- Four (4) burn zones (Engine, front seat, rear seat, rear tire)
- Functioning hood with latch
- Heavy duty prop design
- Heavy duty cast iron casters

### Transporter (Optional)

- 24ft flatbed or enclosed tandem axle trailer
- Steel frame construction
- DOT lighting and reflectors
- Two (2) 420lb LPG cylinders
- Loading ramps

### WARRANTY

One (1) - Year

### OPERATIONAL TRAINING

One (1) day, eight (8) hours for eight (8) students

### PRODUCT PRICING

DESCRIPTION	PRICE
FALCON CX CAR	\$38,209
<b>OPTIONS</b>	
FA CAR SMOKE SYSTEM	\$2,200
FALCON 24 FT FLATBED TRANSPORTER	\$32,349
FALCON 24 FT ENCLOSED TRANSPORTER	\$39,245
GENERATOR PORTABLE GAS 2K 120V	\$2,500
POWER TONGUE JACK 12K	\$1,900

### EXCLUSIONS

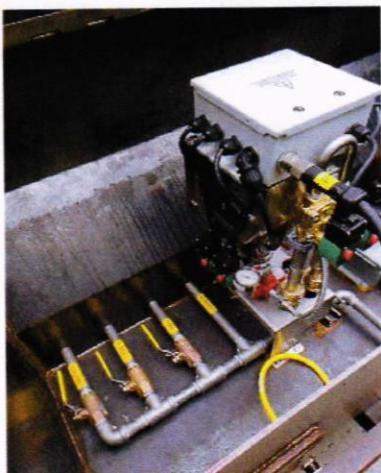
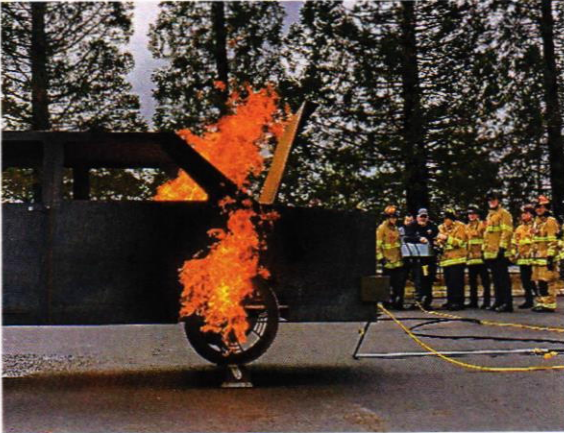
Taxes, permits, bonds, duties, fees, shipping, offloading at site, special requirements, inspections, LPG fuel source, first stage regulators, electrical service, or special certification requirements.





## BUDGETARY PRICING FALCON CX CAR

### PHOTO GALLERY





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

June 7, 2021

**ITEM NO:** 1.g.

**SUBJECT:** Consideration of Replacing Fiber Connection from City Hall to Fire Station 2

**RECOMMENDATION:** Authorize Acting City Manager to approve replacement of fiber optics connection from City Hall to Fire Station 2.

**DISCUSSION:** City Hall is the connection point for our Information Technology (IT) to a majority of our city facilities. To connect each facility, a fiber optics cable has to be run to each connection point. These connections allow access to city email, phones system, internet, and other IT services.

Currently the connection between City Hall and Fire Station 2 is damaged beyond repair. After multiple attempts to repair the damaged fiber optics connection, our consultants have advised a full replacement. To complete this task, staff has requested three quotes. They are as follows:

- Data Path - \$19,769.78
- EKC Enterprises - \$34,522.00
- Integrity Structured Cabling & Fiber Optics - \$22,059.15

Full detail of these proposals have been attached.

Given the cost factor staff requests authorization for the Acting City Manager to approve replacement of the fiber optics connection from City Hall to Fire Station 2.

<b><u>COST:</u></b> (Enter cost of item to be purchased in box below)		<b><u>BUDGET IMPACT:</u></b> (Enter amount this non-budgeted item will impact this years' budget in box below – if budgeted, enter NONE).
\$19,769.78		
<b><u>FUNDING:</u></b> (Enter the funding source for this item in box below – if fund exists, enter the balance in the fund).		<b><u>ON-GOING COST:</u></b> (Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE).
Funding Source: Data Processing  Fund Balance: \$474.036		

/s/  
Isaac Moreno, Acting City Manager

06/04/2021  
Date

QUOTE FOR

*New Fiber from City Hall to Fire Station 2*

Prepared for:

**City of Selma**

1710 Tucker Street  
Selma, CA 93662-3728  
Isaac Moreno

Prepared by:

**Datapath**

Jason Hammack  
(559) 226-9628  
jhammack@mydatapath.com

Quote Information:

**Quote # 017571**

Version: 1

Delivery Date: 02/16/2021

Expiration Date: 03/12/2021

Structured Cabling Services

	Price	Qty	Ext. Price
Structured Cabling Materials	\$4,773.25	1	\$4,773.25
Structured Cabling Services	\$14,592.00	1	\$14,592.00
<b>Subtotal:</b>			<b>\$19,365.25</b>

Quote Summary

	Amount
Structured Cabling Services	\$19,365.25
<b>Subtotal:</b>	<b>\$19,365.25</b>
<b>Estimated Tax:</b>	<b>\$404.53</b>
<b>Total:</b>	<b>\$19,769.78</b>

A 50% deposit of \$9,884.89 will be due upon job acceptance and signature. With the remaining balance due upon project completion

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

## Statement of Work

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### Scope Of Work

- DataPath will install system during normal business hours, M-F 8am to 5pm.
  - Any changes to the scope of work will be supported by an authorized signed Job Change Order.
  - DataPath will honor these prices for thirty (30) days from date of proposal.
  - Location of any electronic equipment provided must be environmentally sound, free of dust and excessive heat, and requires a dedicated 110volt power outlet.
  - This proposal is to re-pull a 6-Strand, Outdoor Rated Fiber Cable between The City of Selma City Hall (1710 Tucker St, Selma, CA 93662) to the Fire Station #2 (2857 A St, Selma, CA 93662),
  - This proposal includes all testing of installed materials.
  - If applicable, DataPath cannot take responsibility for faulty cable installed or damaged by others.
- DataPath does not assume responsibility for condition or performance of cabling installed by other vendors. If work is halted due to cable problems, DataPath will provide an estimate to complete this work at standard hourly rates to repair, and must be authorized by the customer to complete installation with a signed Job Change Order.
- DataPath is not responsible for the expressed claims of the manufactures and their intent of use of product and services provided by others. DataPath will make every reasonable effort to satisfy the intended use of equipment and services provided by DataPath, but shall be held harmless in the event that additional hardware is required to make the claims that equipment will work in certain environments.



**Integrity Structured Cabling & Fiber Optics**

5854 W. Bedford Ave.

Fresno, CA 93722 US

5592507229

mike@integritycablingandfiber.com



## Estimate

**ADDRESS**

City of Selma

PROJECT: FIBER

INSTALLATION FROM CITY

HALL TO FIRE STATION 2

1710 Tucker Street

Selma, CA 93662

**SHIP TO**

City of Selma

1710 Tucker Street

Selma, CA 93662

**ESTIMATE # 1145****DATE 04/20/2021**

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	<b>Labor</b>		1	16,385.00	16,385.00
	<b>Materials</b>	Outdoor rated fiber cable (6-strand), fiber terminations, adapter panels, splice panels, and all related fiber hardware	1	5,424.15	5,424.15
	<b>Freight</b>		1	250.00	250.00

- Installation of 6-strand outdoor-rated fiber cable from City Hall MDF to Fire Station 2.

- Cable will route through all existing underground vaults throughout pathway

- Since existing fiber is currently not operational, it will be removed to create space for newly installed fiber

- Fiber will be terminated, tested, and certified

- Any alterations to the original scope of work will require and authorized change order

- Work will be performed at specified hours, per customer request

**TOTAL****\$22,059.15**

Accepted By

Accepted Date



4658 E Weathermaker Ave  
Fresno, CA 93703

Office 559-438-0330  
Fax 559-438-0333

LIC - C-7, C-10 916095  
DIR - 1000000219  
SPIN - 143049022

**PROJECT :** Fire Station 2 - New Fiber Installation

**OWNER :** City of Selma

**DATE :** 4/13/2021

**ATTN :** Isaac Moreno

EKC Enterprises, Inc. is pleased to submit a lumpsum quotation of **\$34,522.00** for the below scope of work.

**SCOPE OF WORK**

EKC will provide/install (1) 6-strand OSP single-mode fiber optic cable. (1) each between City Hall and Fire Station #2.

Installation includes: cable, LC connectors, rack mount fiber enclosures, LC duplex fiber adapters, and LC/LC patch cords as needed.

EKC will perform a power loss fiber certification for all strands installed.

**Assumptions:**

All fiber to be installed through existing pathways.

All existing conduits have pull string or mule tape and have sufficient space to add specified cabling.

All existing MDF/IDFs have sufficient space to add rack mount fiber enclosures and patch panels as needed.

EKC will have access to all MDF/IDF rooms and cabinets prior to start of work.

If awarded this project EKC requires CAD backgrounds be provided to us free of charge for the purpose of shop drawings. (if applicable)

Installation will proceed consecutively from the start of the job to the completion of the job without work stoppages.

Installation to take place during normal business hours, Mon-Fri. (8am-5pm)

This project will be completed in approximately 4-5 days.

**STANDARD EXCLUSIONS:**

\* Communication/Low Voltage Systems: AC Power, Network Switches, Network Routers, UPS Backup, POE Injectors, Access Points, Grounding Bonding, Conduit/Conduit Stubs/Raceway, Cable Tray/Wire Baskets, Ground Trenching of any kind, Switch Configuration/Programming, Drawings/Engineering/Permit Fees, Patching or Painting, Inventory tracking/asset tags, or any other item not specifically mentioned above.

This proposal/quotation shall remain in effect for the next (15) days, after which, it will be subject for review.

Submitted by: **Luis Garcia**  
[lgarcia@ekccorp.com](mailto:lgarcia@ekccorp.com)  
**(O) 559-438-0330 (C) 559-797-2202**

**Includes (0) Addenda**

In signing this document, I am acknowledging that I understand, am authorized to accept, and accept this Proposal/Contract in its entirety.

**ACCEPTED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_



## CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
77379	05/12/2021	Printed	CONSOLIDATED IRRIGATION DIST.	ENGINEERING REVIEW FOR SELMA STORM DRAIN PROJECT	G	1,500.00
77380	05/20/2021	Printed	ACTION TOWING AND DIVE TEAM	EVIDENCE TOWS -APRIL 2021		150.00
77381	05/20/2021	Printed	ADVENTIST HEALTH TULARE	BLOOD/ALCOHOL ANALYSIS PD CASE 21-1252		358.00
77382	05/20/2021	Printed	AMERICAN AMBULANCE	JUNE 2021 PAYMENT		93,750.00
77383	05/20/2021	Printed	AT&T	INTERNET SERVICE -CVTC	R	68.85
77384	05/20/2021	Printed	AT&T	INTERNET SERVICE -WEED & SEED		74.19
77385	05/20/2021	Printed	AT&T	TELEPHONE 4/4/21-5/3/21		1,505.83
77386	05/20/2021	Printed	AT&T	TELEPHONE 4/4/21-5/3/21		153.56
77387	05/20/2021	Printed	AT&T	TELEPHONE 4/4/21-5/3/21		118.12
77388	05/20/2021	Printed	AT&T	TELEPHONE 4/12/21-5/11/21		46.51
77389	05/20/2021	Printed	AT&T	TELEPHONE 4/12/21-5/11/21		57.34
77390	05/20/2021	Printed	AT&T MOBILITY	TELEPHONE -MDT'S 4/1-4/30/21		437.31
77391	05/20/2021	Printed	BENNY BACA / COOL AIR SPECIALTY	INSTALLED 3 TON COMPRESSOR FOR FIRE ADMIN BUILDING		2,300.00
77392	05/20/2021	Printed	CESAR F. BEJARANO / RAPID JUNK REMOVAL	CLEAN UP ENCAMPMENT ON GOLDEN STATE AND HIGHLAND		2,800.00
77393	05/20/2021	Printed	JAY WESLEY BROCK / TOP DOG TRAINING CENTER	K9 MAINTENANCE 5/3/21		90.00
77394	05/20/2021	Printed	CADDYSHACK RODENT SERVICE, LLC	RODENT CONTROL -BRENTLINGER		1,657.50
77395	05/20/2021	Printed	CALIFORNIA WATER SERVICE	WATER SERVICE -APRIL 2021		16,474.96
77396	05/20/2021	Printed	ROD CARSEY	PLAN CHECKS -APRIL 2021		1,389.39
77397	05/20/2021	Printed	CENTRAL VALLEY LOCK & SAFE INC	SHAHER PARK CONCESSION KEYS		80.28
77398	05/20/2021	Printed	COLANTUONO, HIGHSMITH & WHATLEY	LEGAL SERVICES -APRIL 2021		44.50
77399	05/20/2021	Printed	COMCAST	INTERNET SERVICE -MAY 2021		821.45
77400	05/20/2021	Printed	CORELOGIC SOLUTIONS LLC	REALQUEST SERVICES -APRIL 2021		481.25
77401	05/20/2021	Printed	COUNTY OF FRESNO	RMS/JMS/CAD ACCESS FEES-APR 21		500.90
77402	05/20/2021	Printed	COUNTY OF FRESNO TREASURER	GIS TELECOMMUNICATION CHARGES - FEB 21		72.72
77403	05/20/2021	Printed	DATAPATH LLC	FIRE REPAIR FOR FIRE STATION AST. & SERVER 2008 UPGRADE LABOR 3/3		3,554.99
77404	05/20/2021	Printed	PAUL DEMMERS	CAR WASH SUPPLIES REIMBURSEMENT		103.00
77405	05/20/2021	Printed	DEPARTMENT OF JUSTICE	FINGERPRINTS -FEB 21		64.00
77406	05/20/2021	Printed	DEPARTMENT OF TRANSPORTATION	SIGNALS & LIGHTING JAN-MAR 21		1,750.91
77407	05/20/2021	Printed	DON BERRY CONSTRUCTION INC.	PROG PAY#1 RSTP ARTERIALS PAVEMENT IMPROVEMENT	G	650,885.64
77408	05/20/2021	Printed	DOOLEY ENTERPRISES, INC.	AMMUNITION		6,568.71
77409	05/20/2021	Printed	FIRE RECOVERY EMS LLC	AMBULANCE BILLING -APRIL 2021		13,024.47
77410	05/20/2021	Printed	FIVE CITIES EDA	4TH QUARTER DUES APR-JUNE 21		1,387.74
77411	05/20/2021	Printed	FRESNO COUNTY EDC	CENTRAL VALLEY TRAINING CENTER 4/1/21-4/30/21	R	28,236.52
77412	05/20/2021	Printed	FRESNO COUNTY FIRE	EQUIPMENT GRAPHICS UNIT# 8561		1,717.39
77413	05/20/2021	Printed	FRESNO COUNTY TREASURER	HAZ MATERIAL PERMIT		490.00
77414	05/20/2021	Printed	FRESNO OXYGEN	OXYGEN RENTALS		35.73
77415	05/20/2021	Printed	GAR BENNETT LLC	PVC -LINCOLN PARK		7.01
77416	05/20/2021	Printed	GATEWAY ENGINEERING, INC.	16-035 STORM DRAIN IMPROVEMENT	G	22,200.00
77417	05/20/2021	Printed	GEIL ENTERPRISES INC	JANITORIAL SERVICES -MAY 2021		3,060.00
77418	05/20/2021	Printed	JASON GRAY	STATION SUPPLIES REIMBURSEMENT		37.49
77419	05/20/2021	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 4/21/21		4,545.90
77420	05/20/2021	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 4/28/21		2,596.80
77421	05/20/2021	Printed	HEALTHWISE SERVICES, LLC.	MEDICAL WASTE SERVICES -PD	R	150.00
77422	05/20/2021	Printed	HENRY SCHEIN INC.	MEDICAL SUPPLIES		1,379.19
77423	05/20/2021	Printed	JUSTIN HOLT	POST SUPERVISOR COURSE PER DIEM 6/7/21-6/18/21	R	110.00
77424	05/20/2021	Printed	J'S COMMUNICATION INC.	SERVICE AGREEMENT -MAY 21		771.00
77425	05/20/2021	Printed	JAN TYSON JOHNSON	PARAMEDIC CERTIFICATE REIMBURSEMENT		225.00

**CHECK REGISTER REPORT**

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
77426	05/20/2021	Printed	JORGENSEN & COMPANY	SEMI ANNUAL HOOD INSPECTION - SENIOR CENTER, FIRE EXTINGUISHERS -PIONEER VILLAGE		679.55
77427	05/20/2021	Printed	MICHAEL KAIN	MEDICAL PREMIUM REIMB -JUNE 21		1,304.68
77428	05/20/2021	Printed	JEFF KESTLY	MEDICAL PREMIUM REIMB -JUNE 21		204.52
77429	05/20/2021	Printed	KINGSBURG VETERINARY CLINIC	K9 SHOTS		144.00
77430	05/20/2021	Printed	KOEFRAN INDUSTRIES, INC.	EMPTY ANIMAL CONTROL FREEZER		163.86
77431	05/20/2021	Printed	L.N. CURTIS & SONS	TIE IN FOR STRETCHER		288.22
77432	05/20/2021	Printed	LOZANO SMITH LLP	LEGAL SERVICES -APRIL 2021		25,607.84
77433	05/20/2021	Printed	MCCAIN INC.	STREET LIGHTS CONTROLLER CABINET		11,950.69
77434	05/20/2021	Printed	STEVEN LEE MCINTIRE	MEDICAL PREMIUM REIMB -JUNE 21		1,734.92
77435	05/20/2021	Printed	METRO UNIFORM	K9 EXO PLATE CARRIERS, PATCHES		413.94
77436	05/20/2021	Printed	MUNICIPAL EMERGENCY SERVICES	RAPTOR CHAIN REPAIR		314.82
77437	05/20/2021	Printed	NHA ADVISORS LLC	2020 CONTINUING DISCLOSURE COMPLIANCE		3,800.00
77438	05/20/2021	Printed	ODELL PLANNING & RESEARCH, INC	SELMA GROVE EIR ADDENDUM	R	621.40
77439	05/20/2021	Printed	OFFICE DEPOT, INC.	OFFICE SUPPLIES		409.28
77440	05/20/2021	Printed	PG&E	UTILITIES -MAY 2021		51.09
77441	05/20/2021	Printed	PITNEY BOWES GLOBAL FINANCIAL	POSTAGE MACHINE LEASE -CH		768.65
77442	05/20/2021	Printed	PURCHASE POWER	POSTAGE REFILL -CH		1,218.66
77443	05/20/2021	Printed	QUAD KNOPF, INC.	ON-CALL PLANNING SERVICES 3/21/21- 4/17/21		15,461.70
77444	05/20/2021	Printed	REVIZE LLC	WEBSITE REDESIGN		10,500.00
77445	05/20/2021	Printed	SAMPSON,SAMPSON, AND PATTERSON	ACCOUNTING SERVICES -APRIL 21		7,495.00
77446	05/20/2021	Printed	SCOTT SANDERS	MEDICAL PREMIUM REIMB -JUNE 21		1,326.20
77447	05/20/2021	Printed	SANTA MARIA CALIFORNIA NEWS	AD -PUBLIC HEARING		174.32
77448	05/20/2021	Printed	SANTA MARIA CALIFORNIA NEWS	CLASSIFIED ADS -DISPATCHER		450.00
77449	05/20/2021	Printed	SCOTT'S PPE RECON, INC.	TURNOUT REPAIRS		178.70
77450	05/20/2021	Printed	SECOND CHANCE ANIMAL SHELTER	MONTHLY SUPPORT -JUNE 2021		7,925.80
77451	05/20/2021	Printed	SELMA UNIFIED FOOD SERVICES	SENIOR MEALS 3/1/21-3/31/21		8,336.25
77452	05/20/2021	Printed	SELMA UNIFIED FOOD SERVICES	SENIOR MEALS 4/1/21-4/23/21		7,391.25
77453	05/20/2021	Printed	PARMINDER SINGH	BUSINESS LICENSE REFUND - APPLICATION WAS DENIED		4.00
77454	05/20/2021	Printed	SPARKLETTS	WATER SERVICE -PD		157.26
77455	05/20/2021	Printed	SPARKLETTS	WATER SERVICE -CVTC	R	39.99
77456	05/20/2021	Printed	UNITY IT	MDT MANAGED SERVICES -APR 21		3,066.43
77457	05/20/2021	Printed	VALLEY SHREDDING LLC	DOCUMENT DESTRUCTION SERVICE - CH & PD		60.00
77458	05/20/2021	Printed	WILLDAN ENGINEERING	BUILDING INSPECTOR SERVICES 4/1/21- 4/30/21		5,985.00
					<b>TOTAL</b>	<b>986,062.17</b>

**WIRE/EFT**

5/26/2021	IRG MASTER HOLDINGS	CVTC LEASE -JUNE 2021	10,411.01
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**CITY MANAGER'S/STAFF'S REPORT  
CITY COUNCIL MEETING:**

June 7, 2021

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**ITEM NO:** 2

**SUBJECT:** Discussion and direction of City Manager appointment

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**RECOMMENDATION:** Staff has placed the item on the agenda for discussion and direction.

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**DISCUSSION:**

This item has been placed on the agenda for discussion and direction.

Staff will be providing a verbal presentation.

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/s/

06/04/2021

Isaac Moreno, Acting City Manager

Date

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

June 7, 2021

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**ITEM NO:** 3

**SUBJECT:** Council request for waiver of attorney-client privilege and preparation of a summary memorandum related to the 5-26-21 city attorney opinion on city defense of council member in election lawsuit

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

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**DISCUSSION:**

City Staff received a request from Council member Mendoza-Navarro to discuss a waiver of attorney-client privilege and preparation of a summary memorandum related to the 5-26-21 city attorney opinion on city defense of council member in election lawsuit.

Staff will be providing a verbal presentation.

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/s/

06/04/2021

Isaac Moreno, Acting City Manager

Date