าท	leted	Active

										PlanningDept@cityofselma.com
									Status	Next Steps
	Project		Applicant				Hearing	Date		
Entitlement	Number	Project Name	Name	Project Location	Description	Start Date	Date	Completed		
									Approved by PC on 6/24/2019.	Application for Tenant Improvements required to
		Diversified			Moving location of existing					move forward. Kira spoke to applicant on
CUP	19-0014	Wellness		3830 McCall Ave	CUP		6/24/2019	6/24/2019		1/12/2021- moving forward as planned.
									Planning Commission approved the	Final Map application submitted. Applicant
									item at the 08/26/2019 hearing.	working with Engineering staff to get subdivision
TSM, PUD, &		Nagra					First	Final	Item was continued at the	agreement and street improvement bonds in
density bonus	18-0038	Subdivision Map (10 Lots)	Nick Sahota	2595 Pine Street	a subdivision of 1.49 Acres into 10 single-family residential lots		hearing: 7/29/2019	-	07/29/2019 hearing at the request of the public.	place. Conditions of Approval have not been met yet. HOA agreement required.
501103	10-0038						772372013	8/20/2013	New plans delivered to QK	Improvement Plans require corrections. Plans were
									6/17/2019. Planning Commission	returned to client on 8/11/2020. Building permit
					A 20-unit multi-family				approved the item at the	ready for pick up when fees are paid and site
					development consisting of 16 2				08/26/2019 hearing. Item was	improvement plans corrected/approved. Working
		Selma			br/2ba units and 4 3br/2ba		First	Final	continued at the 07/29/2019	with owner on various funding options.
		Apartments	Dwight	3420 S. McCall	units with enclosed 1-car		hearing:	hearing:	hearing at the request of the	
CUP & SPR	18-0039	(20-units)	Nelson	Avenue	garages on 1.05 acres		7/29/2019	8/26/2019	applicant. New submittal provided	Building Permit application submitted 12/23/2020.
					Lot Line adjustment to create				06/04/2020. Engineering approved	Comments sent 1/8/2021. Landscape plans
					two equally sized parcels. New				LLA on 8/11/2020.	submitted 2/26/2021 and approved 3/9/2021.
LLA	18-0040	Nebraska 2 SFR w/ADUs	Nick Sahota	2407 W. Nebraska Avenue	lots will allow for a SRR and ADU on each.	6/04/2020	NA	8/11/2020	, ,	Building Plans returned with comments 3/17/2021.
	10-0040	WADOS		Avenue		0/04/2020		8/11/2020	Conditions of approval issued.	Site Improvement Plans: Received 9/25. Fees paid
					Expansion of an existing site					10/7. Plans reviewed 10/15.
					including diesel island					Building Plans: Received 9/25. Reviewed 10/2 and
					expansion, truck scale, office					comments/corrections sent out 10/2. Received
	10.0044	13025 S Van		13025 S Van Horn	building, truck parking, and a			2/12/2020		revised plans on 3/1/2021. Engineering is
CUP & SPR	18-0041	Horn Truck Stop	and Bhandal	Avenue	3,000 sf shell building		NA	3/13/2020		reviewing.
										Development Agreement for off-site
									Formal application submitted 7/31/2020. Invoiced on 8/11/2020	improvements signed and returned. Site Improvement Plans and Building Plans will be
		Highland &	Dwight	2441 S. Highland					for fees to be paid. SPR comments	required. Encroachment Permit pre-submittal
SPR	18-0045	Rose Body Shop		Avenue	Used auto sales and body shop		NA		sent out 9/18/20.	meeting being coordinated with Caltrans.
					New construction of Service				SPR approval issued. CUP approved	Construction Plans reviewed and approved-
		Second Street			Station and commercial office				under separate application.	extension requested by applicant. Engineering is
SPR	17-0017	Service Station	Lion Builders	1702 Second street	building.		NA	9/04/2019		reviewing re-submittal of plans.
			Destaul						PC approved	Tenant Improvements required. Applicant has
CUP	19-0025	Antioquia Ministries	Pastor Joe Alvarez	1426 Grove Street	CUP to allow the use of a Church		12/16/2010	12/16/2019		been granted an extension of the CUP to 2021.
	19-0023	WIIIIISUITES	Alvarez				12/10/2019	12/10/2019	Conditions of approval issued.	Applicant needs an encroachment permit from
										Caltrans before plans are reviewed by the City.
										Tracy Tosta is assisting the applicant with their
										next steps. Recent communication on 3/4/2021
										indicates progress.
SPR	19-0026	Super Drive-in	Sam	2036 S Highland	SPR to allow new drive-thru		NA	4/23/2020		

### Kira Noguera PlanningDent@cityofselma.com

										PlanningDept@cityofselma.com
									Status	Next Steps
	Project		Applicant				Hearing	Date		
Entitlement	Number	Project Name	Name	Project Location	Description	Start Date	Date	Completed		
		Solar and			Ground mounted solar panels		Date	Completed	Conditions of approval issued.	Site Improvement Plans and Building Permit
		Highland and		NW corner of	to serve neighboring					Application required if applicant wishes to move
SPR	20-0003	Rose	Nelson	Highland and Rose	dealership.	2/26/2020	NA	4/16/2020		forward.
ANX, PZ, GPA, Subdivision Map,	20-0005	Nebraska and Highland Annexation		Nebraska and Highland	Commercial, Single family, and Multi family.	1/30/2020			Reviewing project submittal. Annexation exhibit will be sent to LAFCO once project description is complete. Grant for sewer being explored. CEQA review in process for Josan. Hinesley revising map.	
									Site Plan Review approved	Final Parcel Map is approved. Building Permit
SPR & TPM	20-0006	Fahrney Hampton Inn	Scott Fahrney	northwest of the intersection of E. Floral Ave and Highway 99	Division of 34.19 acres into five parcels varying in size from 2.96 acres to 9.16 acres. New 91-room Hampton Inn.	4/2/2020	PC: 5/26/2020 CC: 6/15/2020	6/15/2020	administratively 06/18/2020. TPM recommended for approval by PC on 5/26/2020 and approved by CC on 06/15/2020.	Application received 8/19/2021. Meeting on 2/16/2021 to discuss stormdrain system. <i>Site Improvements Plans being developed</i> .
CUP & SPR	20-0012	Service Station ABC Mt. View	Parminder Singh	11010 E. Mountain View	New gas station, mini-mart with alcohol sales, and fast food service with drive-thru	5/29/2020	7/27/2020	7/27/2020	Approved by Planning Commission 7/27/2020.	Site Improvement Plans and Building Permit Application required to move forward. Communication on 2/3/2021 indicates applicant is developing Improvement Plans for submittal in consideration of future Caltrans improvements.
SPR	20-0024	Dutch Bros Coffee	Russ Orsi – Dutch Bros	2854 Floral Avenue	Remodel of Raley's building into a coffee shop. Reconfigure drive-thru.	12/10/2020	NA		Conditions of approval issued 3/9/2021.	Site Improvement Plans and Building Permit Application received 3/10/2021. <i>Meeting held</i> 4/13/2021 to discuss Engineering conditions of approval. Plans to be revised.
SPR	21-0001	Dental Office	Frank Hallaian	3320 Floral Avenue	Demolition of existing Pizza Hut building in Walmart parking lot. Construction of a new dental office.	1/7/2021	NA	2/17/2021	Project has been approved by the Planning Department. Conditions of approval issued 2/17/2021.	Demolition permit applied for on 2/12/2021 Fees due. Site Improvement Plans and Building Permit Application required to move forward.
ANX, PZ, Subdivision Map	21-0002	Lennar Subdivision Amberwood	Jeff Callaway	NE Corner of Floral	270 SFR and a park	2/4/2021		, ,	Application is complete. LAFCO has accepted the proposed annexation boundary. City staff will route application for review.	
ANX, PZ, Subdivision Map	21-0003	McCall Avenue Estates	Jennifer Salazar	12623 S. McCall Ave South of current city limits, on the west side of McCall	78 single family lots. Requires Annexation, Pre-zone, GPA, TS Map, CEQA	2/5/2021			City Staff has reviewed application for completeness and issued a <i>revised letter to the applicant on</i> 4/8/2021. Once outstanding items are received, issue the annexation exhibit to LAFCO and Fresno County for review.	
Minor SPR	21-0004	Walmart expansion	Teresa Jones	3400 Floral Ave	2,664 sq.ft. addition	4/7/21			Under review by City staff.	

## Kira Noguera PlanningDept@cityofselma.com

Ongoing large developments:

Project Name	Applicant Name	Project Location	Description	Status	Next Steps
i roject i tallic		Location			Applicant will need to track density and unit
	Arakel A.	Floral &			counts for the Specific Plan area to remain in
Amberwood	Arisian	Dockery	Amberwood 2,571 lot specific plan.	Application to develop a 55 acre portion of the Specific Plan is in process.	compliance with CEQA.
			Selma Crossing – 288 acres to be annexed;		
			project/FEIR approved 8/19/2013; Phase 1 NE Area –		No pending applications. City Manager spoke to
			75.75 acres commercial/retail; Phase 2 – 135.4 acres		Applicant Tim Jones on 2/25/2021. Applicant does
			commercial/retail/office; Phase 3 – NW Area 66.6	City participating in CalTrans Interchange Study; amending resolution of support to	not have immediate plans to move forward with
Selma Crossing	Tim Jones		acres commercial/retail/office/residential	go to Council in August 2020; EDC study	applications.
			Selma Grove. The two-phase retail/commercial project		
			was approved with an EIR in 2006. A portion of the		
	Cliff		approved project was built with a site plan and MND in	Revised CEQA executed agreement with Scott Odell signed. Odell has completed	
Selma Grove	Tutelian		2016.	the environmental work and staff has deemed the Addendum complete.	Application required to move forward.
				Letter sent to applicant noting items still needed to complete application on	
			Saginaw-SR43 Gill annexation of 9.87 acres on the SE	5/27/2020. Applicant submitted completed traffic study on 10/13/2020.	
			corner of Saginaw and SR 43. Application submitted	Additional items outlined in the previous letter needed before the project can	
		SEC	incomplete. The applicant has been provided a CEQA	move forward. City staff met with Mr. Gill on 1/26/2021- applicant is aware of	
		Saginaw &	MND scope of work required for the project. No CEQA	application materials needed to move forward. I spoke with Nick on Friday and he	
Gill Annexation	Gill Family	SR 43	documents have been filed for the project.	said they are close to submitting the application.	Complete application required to move forward.
				Formal application not submitted. KB and Raven in due diligence; biweekly	
	D (1/D			meetings were held regarding project, infrastructure esp. sewer, and formation of	Application for General Plan Amendment, Zone
	Raven/KB	North of		CFD as part of due diligence. City staff met with Raven family on 2/08/2021 to	Change, and Tentative Subdivision Map will be
) (in a second	homes	Dinuba	Single Family homes	outline next steps. City staff met with CID on 2/25/21.	required.
Vineyard				Analizant has been accounted to many family of the improvements antipath	Final map to be recorded after improvements are
Estates Phase	Gill		12 Single Family homes	Applicant has been approved to move forward with improvements, estimate approved and fees paid.	complete or bonded for. <i>Infrastructure under</i> construction.
	GIII		42 Single Family homes	Annexation approved by LAFCo. Applicant to submit Final Map. Engineering	
		NEC		approved GAD on 07/24/2020, waiting for final parcel map package to be	Final map to be recorded after improvements are
V-5 Mini	Ron	Dinuba &		returned. Applicant is exploring ways to reduce the improvements budget in order	complete or bonded for. Site Improvement Plans
Storage	Balakian	McCall	Annexation, Map, pre-zone.	to move the project forward.	and Building Permits will be required.
Storage	1145	SE of			
Valley View	Valley	Thompson			
Estates Phase	View	and Valley			Final Map to be recorded. Public improvements
Lotates i hase	Estates LLC	View St.	87 Single Family Homes	Tentative Map approved. Awaiting Final Map.	have been approved to move forward.

## Kira Noguera PlanningDept@cityofselma.com

#### Agenda Item 1.a.

# CITY OF SELMA COUNCIL REGULAR MEETING September 8, 2020

## VIA TELECONFERENCE PURSUANT TO EXECUTIVE ORDER N-29-20 ISSUED BY GOVERNOR GAVIN NEWSOM. THE COUNCIL CHAMBER WAS CLOSED TO THE PUBLIC. PUBLIC HAD THE OPTION TO CALL +1 301 715 8592 ID: 889 5700 8095 PASSCODE 1893 TO PROVIDE COMMENTS ON AGENDA ITEMS.

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

Also present were City Manager Gallavan, Assistant City Manager Moreno, Special Counsel Costanzo, Fire Chief Petersen, Police Chief Gomez, Public Works Director Ferrell, Economic Development Analyst Tracy Tosta and interested citizens.

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

**INVOCATION**: Police Chief Joseph Gomez led the invocation. A moment of silence was held in honor of Council Member Robertson's mother.

**ORAL COMMUNICATIONS**: Public comment was received from Mrs. Victoria Delgadillo.

**PROCLAMATION:** A proclamation was presented declaring September 6, 2020 as Jaswant Singh Khalra Day in the City of Selma.

**COVID-19 PRESENTATION**: Economic Development Administrative Analyst Tracy Tosta provided a power point presentation in regards to COVID-19 case rates, Assembly Bill 3088 for rent protection, grant funding, and the Cover up to Open Up campaign.

The City's Code Enforcement Services presentation was removed.

**<u>CONSENT CALENDAR</u>**: Council Member Robertson requested to pull items 1.g. and 1.h. Mayor Pro Tem Guerra requested to pull agenda item 1.j. for separate discussion. Motion was then made by Council member Avalos to approve the remainder of the Consent calendar as written. Motion was seconded by Council member Robertson. Motion carried unanimously.

- 1.a. <u>Approved</u> Consideration of the October 7, 2019, Council meeting minutes.
- b. <u>Approved</u> Consideration of the October 21, 2019, Council meeting minutes.
- c. <u>Approved</u> Consideration of the November 4, 2019, Council meeting minutes.
- d. <u>Approved</u> Consideration of the November 18, 2019, Council meeting minutes.

City of Selma Regular City Council Meeting September 8, 2020 Page 2 Consideration of the November 22, 2019, Council meeting minutes. Approved e. Consideration of an agreement with the County of Fresno to facilitate f. Approved Participation in the Fresno County Adult Compliance Team (ACT) Pulled Consideration of a Resolution authorizing submittal of Grant g. Application for USDA Rural Business Development Grant Consideration of a Resolution approving a Cooperative h. Pulled Agreement and Consultation Services Agreement regarding the Intergovernmental Transfer (IGT) Program with Health Management Associates. Consideration of an Agreement with Sampson, Sampson & Patterson, i. Approved LLP for Audit Services.

j. <u>Pulled</u> Consideration of the check register dated August 31, 2020

<u>CONSENT CALENDAR AGENDA ITEMS 1.g., 1.h., and 1.j.</u>: After discussion of agenda items 1.g. and 1.j., motion was made by Council member Avalos and seconded by Council Member Guerra to approve 1.g., a RESOLUTION NO. 2020-56R, A RESOLUTION AUTHORIZING SUBMITTAL OF GRANT APPLICATION FOR USDA RURAL BUSINESS DEVELOPMENT GRANT and 1.j., CHECK REGISTER DATED AUGUST 31, 2020. Motion carried unanimously.

After discussion, Council Consensus was to continue 1.h., a Resolution approving a Cooperative Agreement and Consultation Services Agreement regarding the Intergovernmental Transfer (IGT) Program with Health Management Associates to the September 21, 2020 Council meeting.

2. <u>Continued</u> Continued Public Hearing-Consideration of Council Request to Pursue Solar Project for the City of Selma

Public comment was received by Mrs. Victoria Delgadillo. After much Council discussion, motion was made to continue the item by Council Member Avalos and seconded by Council Member Trujillo. The motion was then amended by Council member Avalos to continue the matter to the November 16, 2020 meeting. Council member Trujillo amended his second to also reflect the date of November 16, 2020. Motion was carried unanimously.

3. <u>2020-57R</u> Consideration of a Resolution approving a request to enter into Memorandum of Understanding between the City of Selma and American Legion Post 12

After Council discussion, and no public comment, motion was made by Mayor Pro Tem Guerra and seconded by Council member Trujillo to approve RESOLUTION NO. 2020-57R, A RESOLUTION APPROVING TO ENTER INTO MEMORANDUM OF City of Selma Regular City Council Meeting September 8, 2020 Page 3 UNDERSTANDING BETWEEN THE CITY OF SELMA AND AMERICAN LEGION POST 12. Motion carried unanimously.

**<u>RECESS</u>**: Mayor Franco recessed the meeting at 7:32 p.m. The meeting reconvened at 7:43p.m.

4. <u>Continued</u> Consideration of designation of voting Delegate for League Conference and direction of City's position on the League Resolution to amend Section 230 of the Decency Act of 1996

Public comment was received from Mrs. Victoria Delgadillo, after Council discussion, motion was made by Council member Trujillo and seconded by Council member Avalos to appoint Mayor Franco as the DELEGATE FOR LEAGUE CONFERENCE and Council Member Avalos as the ALTERNATE DELEGATE FOR LEAGUE CONFERENCE and to continue the DIRECTION OF CITY'S POSITION ON THE LEAGUE RESOLUTION TO AMEND SECTION 230 OF THE DECENCY ACT OF 1996 until the next Council meeting on September 21, 2020 in order for staff to research further information on the league's position. Motion then carried unanimously.

5. <u>Continued</u> Continued-Consideration of City CARES Act Funding Allocation and Associated FY 2020-21 Budget Adjustments

Public comment was received from Mr. & Mrs. Maldonado of Freeway Lanes and Mrs. Victoria Delgadillo. After Council discussion, motion was made by Council Member Trujillo and seconded by Council Member Robertson to approve the CATEGORIES IN THE CITY CARES ACT FUNDING ALLOCATION and to continue the matter until the September 21, 2020 Council Meeting, to ALLOW FOR CITY STAFF TO FURTHER DEFINE "BUSINESS" AND TO FURTHER DISCUSS THE ASSOCIATED FY 2020-21 BUDGET ADJUSTMENTS. Motion carried unanimously.

6. <u>Approved</u> Consideration of Letter of Support for Fresno County Economic Development Corporation (EDC) Application to the Department of Commerce Economic Development Administration (EDA) to Continue Central Valley Training Center Program at City Leased Facility

Public comment was received from Ms. Leanne Eager with the Economic Development Corporation (EDC) with no further public comments, after Council discussion, motion was made by Council Member Avalos and seconded by Mayor Pro Tem Guerra to AUTHORIZE CITY MANAGER TO EXECUTE LETTER OF SUPPORT FOR FRESNO COUNTY ECONOMIC DEVELOPMENT ADMINISTRATION (EDA) AND TO CONTNUE CENTRAL VALLEY TRAINING CENTER PRORGRAM AT CITY LEASED FACILITY. Motion carried unanimously.

7. 2020-58R Consideration of a Resolution accepting Right of Way and Easements as shown on Parcel Map No. 2020-0006, for the property located Northwest of the intersection of E. Floral Ave and Highway 99, APN: 348-191-06S and 348-191-18 and Conditionally Approving Final Parcel Map City of Selma Regular City Council Meeting September 8, 2020 Page 4 City Engineer Joey Daggett and Project Manager Ali Shiraz answered Council questions.

Public comment was received from Mrs. Victoria Delgadillo and Mrs. Maldonado of Freeway Lanes.

After Council discussion, motion was made by Mayor Pro Tem Guerra and seconded by Council member Avalos to approve RESOLUTION No. 2020-58R, A RESOLUTION ACCEPTING RIGHT OF WAY AND EASEMENTS AS SHOWN ON THE PARCEL MAP NO. 2020-0006, FOR THE PROPERTY LOCATED NORTHWEST OF THE INTERSECTION OF E. FLORAL AVENUE AND HIGHWAY 99, APN: 348-191-06S AND 348-191-18 AND CONDITIONALLY APPROVING FINAL PARCEL MAP. Motion carried unanimously.

**DEPARTMENT REPORTS**: City Manager Gallavan thanked the Selma Fire Department for their continued service around the state on various fires and recognized City Clerk Rivera on her recent advocacy award awarded by Congressman TJ Cox. City Manager Gallavan provided updates on planning projects throughout the city including the completion of the new Police department which is scheduled to have its grand opening in October, 2020.

City Clerk Rivera reported on the upcoming ribbon cutting for the new Selma Police Department which will be limited to public due to the pandemic but will be viewable to the public as a virtual tour on all social media outlets, YouTube, and the City Website.

Assistant City Manager Moreno provided updates on funding, bids on projects and status of various city projects.

Public Works Director Ferrell provided an update on the signal light repair near Walmart as well as the remodel of the Salazar Center. He thanked Mr. Armenta and his assistant for all their help with the remodel and thanked Ms. Vasquez and her staff for their help as well. Public Works Director Ferrell gave an update on the homeless encampment cleanup effort on Highland and Floral, he thanked Chief Petersen and Chief Gomez and their staff for their help with the cleanup project. He also thanked Mr. Eliseo Zuniga and the American Legion Post 12 for their hard work on the Veterans Memorial plaza.

Fire Chief Petersen provided status updates on the various Strike Team assignments his staff have been assigned to throughout the State and thanked his staff for continuing to provide service to the citizens of the Selma and the state.

Police Chief Gomez provided a brief power point presentation on the previous Measure L campaign and recent arrests made.

**<u>COUNCIL REPORTS</u>**: Council member Avalos thanked Police, Fire and all first responders for their service to the city and the state. He also thanked City Council for their hard work.

Council member Robertson thanked first responders and the Fire Department for a wonderful job. He thanked Public Works Director Ferrell for his help on picking up a

City of Selma Regular City Council Meeting September 8, 2020 Page 5

dumped sofa on Dinuba Avenue. He also thanked Selma Police Department, California Highway Patrol and California Department of Transportation for their assistance with the homeless encampment cleanup event. Council Member Robertson reported on attending the Valiant Virtual Awards. He reported on attending a finance meeting with City Manager Gallavan and the mural dedication for the recent drowning victims. He also thanked everyone who extended their condolences to him on the recent passing of his mother.

Council member Trujillo reported that the Selma Kingsburg Fowler County Sanitation District board meeting had been cancelled. He thanked the Police and Fire departments for their services. He also reported on attending the mural dedication for the recent drowning victims.

Mayor Pro Tem Guerra stressed the importance of prayer and asked that we keep our first responders, firefighters, and those affected by this pandemic in prayer during this difficult time.

Mayor Franco reported on attending the California Office of Emergency Services meeting and gave notice that the Council of Government meeting was cancelled. Mayor Franco reported that the Marching for Jesus event was cancelled and that the event is in the process of being reorganized to a Cruising for Jesus event. He requested City Manager Gallavan and Assistant City Manager Moreno report and follow up on issues they are having to facilitate the event.

**ORAL COMMUNICATIONS**: Mrs. Yolanda Torrez commended Chief Gomez for the updates and wanted to address the illegal posting of election signs and asked those who wish to post signs to call the City to clarify rules on posting. She requested all City Council members make an effort to show up in person to the council meetings and to thank all first responders for their hard work.

Ms. Maldonado thanked the Council and expressed appreciation to Council member Trujillo.

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

Respectfully submitted,

#### Agenda Item 1.b.

# CITY OF SELMA COUNCIL REGULAR MEETING September 21, 2020

## VIA TELECONFERENCE PURSUANT TO EXECUTIVE ORDER N-29-20 ISSUED BY GOVERNOR GAVIN NEWSOM. THE COUNCIL CHAMBER WAS CLOSED TO THE PUBLIC. PUBLIC HAD THE OPTION TO CALL +1 301 715 8592 ID: 820 3822 8110 PASSCODE: 93662 TO PROVIDE COMMENTS ON AGENDA ITEMS.

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

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

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

**INVOCATION:** Pastor Maria Tafoya, First Christian Church led the invocation.

**SPECIAL PRESENTATION**: Kristine Cai, Deputy Director of Fresno Council of Governments provided a power point presentation on Vehicle Miles Traveled (VMT) and Senate Bill 743 Implementation.

**PLANNING PRESENTATION:** Contract Planner Kira Noguera provided a power point presentation on current planning projects and stated all projects that have been stopped or denied were removed from the list as well as those projects that are no longer needing permits to continue. City Engineer Joey Daggett provided additional clarification as needed on certain projects listed on power point.

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

1 .a.	Approved	Consideration of the December 2, 2019, Council meeting minutes
b.	Approved	Consideration of the January 21, 2020, Council meeting minutes
c.	Approved	Consideration of the February 3, 2020, Council meeting minutes
d.	Pulled	Consideration of a Resolution authorizing the City Manager to execute Intergovernmental Agreement Regarding Transfer of Public Funds Between the California Department of Health Care Services and the City

City of Selma Regular City Council Meeting September 21, 2020 Page 2

and the Health Plan Provider Agreement between the City and Anthem BlueCross and CalViva Health

e. <u>Pulled</u> Consideration of the Check Register dated September 15, 2020

**CONSENT CALENDAR AGENDA ITEMS 1.d. and 1.e.:** After discussion of agenda items 1.d. and 1.e., motion was made by Council member Robertson and seconded by Mayor Pro Tem Guerra to approve RESOLUTION NO. 2020-59R, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE INTERGOVERNMENTAL AGREEMENT REGARDING THE TRANSFER OF PUBLIC FUNDS BETWEEN THE CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES AND THE CITY, AND THE HEALTH CARE PROVIDER AGREEMENTS BETWEEN THE CITY AND ANTHEM BLUE CROSS AND CALVIVA HEALTH and CHECK REGISTER DATED SEPTEMBER 15, 2020.

**<u>RECESS</u>**: Mayor Franco recessed the meeting at 7:27 p.m. The meeting reconvened at 7:36 p.m.

2. <u>2020-60R</u> Consideration of a Resolution approving the application for Community Development Block Grant ("CDBG") funding for fiscal Year 2021-2022

City Engineer Dan Bond reported on the matter and addressed Council questions.

Mayor Franco opened the public hearing at 7:39 p.m. There being no public comment, Mayor Franco closed the public hearing at 7:40 p.m. After Council discussion, motion was made by Council member Avalos and seconded by Mayor Pro Tem Guerra to APPROVE RESOLUTION NO. 2020-60R APPROVING THE APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") FUNDING FOR FISCAL YEAR 2021-2022. Motion carried unanimously.

3. Continued Consideration of Council Request to discuss homelessness in Selma

City Manager Gallavan and Chief Gomez reported on the matter and provided a power point presentation for Council. Public comment was received from Mrs. Rose Robertson, Mrs. Delfina Vasquez of Selma Community Outreach, Ms. Angela Hernandez of Selma Community Outreach, Mrs. Yolanda Torrez, Ms. Erlinda Martinez, Mrs. Blanca Navarro, Mr. Anthony Herrera, Mr. Ryan Methmann, Ms. Bethany Bird with Open Door, and Ms. Brandi Garcia. After Council discussion, it was Council consensus to continue the matter for further discussion at a future meeting.

**<u>RECESS</u>**: Mayor Franco recessed the meeting at 9:15 p.m. The meeting reconvened at 9:21 p.m.

4. <u>Continued</u> Consideration of Council Request to discuss annual curbside pickup by Waste Management City of Selma Regular City Council Meeting September 21, 2020 Page 3

City Manager Gallavan reported on the item for Council. Public comment was received from Mrs. Rose Robertson, Mr. Anthony Herrera, Ms. Bethany Bird, Ms. Erlinda Martinez, Mrs. Blanca Navarro. After Council discussion, it was Council consensus to direct City Manager Gallavan to meet with Waste Management to discuss the feasibility of curbside pickup and to bring back to Council.

5. <u>2020-61R</u> Consideration of a Resolution Appropriating Funds and Establishing City of Selma COVID-19 Small Business Relief Grant Program

Economic Development Analyst Tracy Tosta reported on the item for Council. Public comment was received from Mrs. Delfina Vasquez and Ms. Erlinda Martinez. After Council discussion, motion was made by Council Member Robertson and seconded by Council member Trujillo to approve RESOLUTION NO. 2020-61R a RESOLUTION APPROPRIATING FUNDS AND ESTABLISHING CITY OF SELMA COVID-19 SMALL BUSINESS RELIEF GRANT PROGRAM WITH AMENDMENTS TO INCLUDE RENT, MORTGAGE, AND UTILITIES. Motion carried unanimously.

6. <u>Approved</u> Consideration of City CARES Act Funding Allocation and Associated FY 2020-21 Budget Adjustments

City Manager Gallavan reported on the item for Council. Public comment was received from Ms. Bethany Bird, Ms. Erlinda Martinez, Mrs. Blanca Navarro and Mrs. Delfina Vasquez. After Council discussion, motion was made by Council Member Robertson and seconded by Council member Trujillo to approve CITY CARES ACT FUNDING ALLOCATION AND ASSOCIATED FY 2020-21 BUDGET ADJUSTMENTS WITH MODIFICATIONS. Motion carried unanimously.

7. <u>2020-62R</u> Consideration of a Resolution Establishing and Appropriating Funds for City Facade Improvement Loan Program

After Council discussion and no comments from the public, motion was made by Council Member Robertson and seconded by Council member Trujillo to approve RESOLUTION NO. 2020-62R a RESOLUTION ESTABLISHING AND APPROPRIATING FUNDS FOR CITY FAÇADE IMPROVEMENT LOAN PROGRAM WITH MODIFICATIONS. Motion carried unanimously.

8. <u>Continued</u> Consideration of the direction of City's position on the League Resolution to amend section 230 of the Decency Act of 1996

After Council discussion and no comments from the public, consensus was made to continue the item until the next Council meeting on October 5, 2020.

9. <u>2020-63R</u> Consideration of a Resolution Approving a Request for a Fee Waiver for the March for Jesus Event

After Council discussion and no comments from the public, motion was made by Council Member Avalos and seconded by Council member Trujillo to approve RESOLUTION NO.

City of Selma Regular City Council Meeting September 21, 2020 Page 4 2020-63R A RESOLUTION APPROVING A REQUEST FOR A FEE WAIVER FOR THE MARCH FOR JESUS EVENT. Motion carried unanimously.

**DEPARTMENT REPORTS**: City Manager Gallavan and City Clerk Rivera reported that the Council shirts received were available for Council.

Assistant City Manager Moreno reported on the cost of Rockwell pond cleanup and advised that the High Speed Rail Training Center will be having a ribbon cutting on October 5, 2020 at 10:00 a.m.

Public Works Director Ferrell reported on the issues and repairs of the Wal-Mart signal light and also reported that the retrofit project on the Hollywood lights has been completed.

Fire Chief Petersen provided an update on Strike Team assignments.

Community Services Director Kirchner reported on the Adopt a Senior meal program and the numerous donations received, including Wal-Mart. He also provided an update on the Drive-In event.

**<u>COUNCIL REPORTS</u>**: Council member Avalos thanked City Staff, First Responders both here and around the world as well as farm workers for all of their hard work and continued efforts during this hard time and pandemic.

Council member Robertson thanked the first responders and farm workers for their hard work. He also thanked Chief Gomez for his presentation and addressed speeding issues at Mitchell Avenue and Fig Street. He provided an update on the recent Savor the Flavor event mixer and the work being done at the Second Chance Animal Shelter. Council Member Robertson ended by thanking Public Works Director Ferrell and his staff for repairing the signal light in front of Wal-Mart.

Council member Trujillo thanked City Staff and residents of Selma for their input. He also thanked City Council and stressed the importance in supporting and investing in small businesses during these times.

**ORAL COMMUNICATIONS:** Comments were received by Mrs. Yolanda Torrez, Mrs. Blanca Navarro, and Mr. Edgar Moreno.

**ADJOURNMENT**: There being no further business, the meeting was adjourned at 11:05 p.m.

Respectfully submitted,

# CITY OF SELMA COUNCIL SPECIAL MEETING September 22, 2020

## VIA TELECONFERENCE PURSUANT TO EXECUTIVE ORDER N-29-20 ISSUED BY GOVERNOR GAVIN NEWSOM. THE COUNCIL CHAMBER WAS CLOSED TO THE PUBLIC. PUBLIC HAD THE OPTION TO CALL +1 301 715 8592 ID: 826 5694 4448 PASSCODE: 0922 TO PROVIDE COMMENTS ON AGENDA ITEMS.

The special meeting of the Selma City Council was called to order at 3:07 p.m. in the Council Chambers. Council members answering roll call were: Avalos, Robertson, Trujillo, Mayor Pro Tem Guerra and Mayor Franco.

Also present were Special Counsel Costanzo, City Manager Gallavan, Assistant City Manager Moreno, City Engineer Joey Daggett.

Also in attendance were California Department of Transportation (Caltrans) District Director Diana Gomez, Caltrans Project Manager Jeannie Wiley, Caltrans Deputy District Director Planning, Local Programs, and Environmental Analysis Michael Navarro, Caltrans Senior Transportation Engineer Eric Olson, Fresno Council of Governments Executive Director Tony Boren, and Tulare County Association of Governments Executive Director Ted Smalley.

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

**WORKSHOP REGULAR BUSINESS:** A workshop and presentation were held to discuss and provide direction on the Mountain View Avenue Interchange project.

City Staff along with partners reviewed the steps taken and steps and estimates for funding needed to move forward to evaluate and support long term transportation improvements.

After much discussion about the process and costs associated with furthering the South Route 99 / Mt. View overpass project as well as two other potential projects, it was the consensus of Council to continue the discussion on the potential projects known as the Dinuba Avenue Overpass and the Floral Avenue Overpass and direct City Staff to continue to update Council on the status of the three projects.

<u>ADJOURNMENT</u>: There being no further business, the meeting was adjourned at 4:27 p.m.

Respectfully submitted,

## Agenda Item 1.d. CITY OF SELMA COUNCIL SPECIAL MEETING October 2, 2020

## VIA TELECONFERENCE PURSUANT TO EXECUTIVE ORDER N-29-20 ISSUED BY GOVERNOR GAVIN NEWSOM. THE COUNCIL CHAMBER WAS CLOSED TO THE PUBLIC. PUBLIC HAD THE OPTION TO CALL +1 301 715 8592 ID: 8785677 6109 PASSCODE: 908143 TO PROVIDE COMMENTS ON AGENDA ITEMS.

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

Also present were Special Counsel Costanzo and City Manager Gallavan.

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.

<u>CLOSED SESSION</u>: At 9:07 a.m., Mayor Franco recessed the meeting into Closed Session to discuss the following:

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

LIABILITY CLAIMS: Claimant Ethel Fierro; Agency Claimed Against: City of Selma.

**<u>RECESS</u>**: Mayor Franco recessed the meeting at 10:36 a.m. The meeting reconvened at 10:45 a.m. Mayor Franco also recessed the meeting at 11:20 a.m., and reconvened at 11:22 a.m.

Special Counsel Costanzo reported that the City Council recessed into closed session regarding the items listed above and stated that direction was given to the City Attorney and to City Staff, with nothing further to report.

**ADJOURNMENT**: There being no further business, the meeting was adjourned at 12:11 p.m.

Respectfully submitted,

Reyna Rivera City Clerk

April 19, 2021 Council Packet

# Agenda Item 1.e. CITY OF SELMA COUNCIL REGULAR MEETING October 5, 2020

## VIA TELECONFERENCE PURSUANT TO EXECUTIVE ORDER N-29-20 ISSUED BY GOVERNOR GAVIN NEWSOM. THE COUNCIL CHAMBER WAS CLOSED TO THE PUBLIC. PUBLIC HAD THE OPTION TO CALL +1 301 715 8592 ID: 822 5224 7236 PASSCODE: 1710 TO PROVIDE COMMENTS ON AGENDA ITEMS.

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

Also present were City Manager Gallavan, Assistant City Manager Moreno, Special Counsel Costanzo, Fire Chief Petersen, Police Chief Gomez, Community Services Director Kirchner, Public Works Director Ferrell, Economic Development Analyst Tosta, Code Enforcement Officer Mendez 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 Louis Quinta, New Hope Family Church led the invocation.

<u>SPECIAL PRESENTATION</u>: Economic Development Analyst Tracy Tosta provided a power point presentation discussing current updates on the COVID-19 pandemic status at city, county and state levels. Economic Development Analyst Tosta provided updates on grant programs available for rent assistance

**<u>CODE ENFORCEMENT PRESENTATION:</u>** Code Enforcement Officer Juan Mendez provided a power point presentation discussing code enforcement services within the City and addressed Council questions on ongoing issues.

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

1 .a.	Approved	Consideration of the February 18, 2019 Council meeting minutes
b.	Approved	Consideration of the February 24, 2020 Council meeting minutes
c.	Approved	Consideration of the March 2, 2020, Council meeting minutes
d.	Pulled	Consideration of a Resolution authorizing Purchase of a Manitou 6,000lb Capacity 4-Wheel Drive 74 HP Tier IV Perkins Diesel Engine Rough Terrain Forklift and WP-4096 Multi Person Work Platform

City of Selma Regular City Council Meeting October 5, 2020 Page 2

- e. <u>2020-65R</u> Consideration of a Resolution Approving and Authorizing the City Manager to Execute an Agreement with Navia Benefit Solutions, Inc. to provide services related to Employer's Affordable Care Act (ACA) Form 1094 and Form 1095, Annual Reporting Requirements (ACA Reporting)
- f. <u>Approved</u> Consideration of the Notice of Completion for Community Development Block Grant (CDBG) Project No. 18651, Storm Drain Improvement Project
- g. <u>2020-66R</u> Consideration of a Resolution in support for the SR 99/ Mt. View Feasibility study and commitment by the City of Selma to purse Local, Regional, State and Federal funding and direction to pursue future improvements
- h. <u>Pulled</u> Consideration of the Check Register dated September 28, 2020

**CONSENT CALENDAR AGENDA ITEMS 1.d. and 1.h.:** After discussion of agenda items 1.d. and 1.h., motion was made by Council member Avalos and seconded by Mayor Pro Tem Guerra to approve RESOLUTION NO. 2020-64R, A RESOLUTION AUTHORIZING THE PURCHASE OF A MANITOU 6,000LB CAPACITY 4-WHEEL DRIVE 74HP TIER IV PERKINS DIESEL ENGINE ROUGH TERRAIN FORKLIFT AND WP-4096 MULTI PERSON WORK PLATFORM and CHECK REGISTER DATED SEPTEMBER 28, 2020.

2. <u>Continued</u> Consideration of a Resolution approving Agreement with Vanir Construction Management, Inc. for Project Management of the Rockwell Park Project

Community Services Director Kirchner provided a power point presentation addressing the need for a Project Manager on the Rockwell Park Project. After much discussion and no comments from the public, Council consensus was made to continue the item until the next Council Meeting on October 19, 2020.

3. <u>Approved</u> Consideration of a Professional Service Agreement with Gateway Engineering Incorporated for City Engineering Services

Assistant City Manager Moreno reported on the matter for Council. Public comment was received from Mrs. Victoria Delgadillo. After Council discussion, motion was made by Council Member Avalos and seconded by Council member Robertson to approve A PROFESSIONAL SERVICE AGREEMENT WITH GATEWAY ENGINEERING INCORPORATED FOR CITY ENGINEERING SERVICES. Motion carried with the following vote:

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

City of Selma Regular City Council Meeting October 5, 2020 Page 3

4. <u>Abstained</u> Consideration of the direction of City's position on the League Resolution to amend Section 230 of the Decency Act of 1996

City Manager Gallavan provided information on the matter for Council. Public Comment was received from Mrs. Victoria Delgadillo. After Council discussion, motion was made by Council member Robertson and seconded by Council member Trujillo to ABSTAIN ON THE CITY'S POSITION ON THE LEAGUE RESOLUTION TO AMEND SECTION 230 OF THE DECENCY ACT OF 1996. Motion carried unanimously.

**DEPARTMENT REPORTS**: City Manager Gallavan thanked Assistant City Manager Moreno and all the partners for their hard work in getting the Central Valley Training Center opened. City Manager Gallavan provided updates on the Downtown Overlay boundary and Hampton Hotel projects. City Manager Gallavan also reported two new businesses have opened in Selma; the Chicken Shack and Selma Pharmacy.

Special Counsel Costanzo reported on the Fahrney Development Project.

Assistant City Manager Moreno reported on the Nebraska Project and Assembly Bill 74; City Appropriations of Water Allocations.

Public Works Director Ferrell thanked City Council for their approval of the purchase of the forklift and platform. Public Works Director Ferrell reported on the numerous complaints received on the decay of the blue signs throughout the city and that he will be including the cost to repair those in his department's upcoming budget.

Fire Chief Petersen reported on a twelve-thousand dollar Grant his department received from Cal Water which will be used to purchase departmental Personal Protective Equipment. Chief Petersen thanked Cal Water for the Grant and he also gave an update on his staff stationed on out of town strike team assignments.

Police Chief Gomez reported his staff has been released from the Creek Fire and will be assigning staff to assist the City of Coalinga Police Department with an upcoming Gang Operation.

Community Services Director Kirchner reported on the upcoming Community Cares Homeless meeting and the Arts Council Drive-In movie night. He also provided an update on the Kaiser Grant and reported that if awarded it would go towards the senior meals program.

**COUNCIL REPORTS**: Council member Avalos thanked everyone for attending the Candidate Forum and those who put it together. Council Member Avalos reported that in conjunction with the Central Valley Latino Coalition, City Council and City Staff, they successfully distributed 700 masks and personal protective equipment and thanked everyone for their continued efforts hosting these events.

Council member Robertson thanked the High Speed Rail for keeping their promise to the City in providing a Training Center in the City of Selma. Council Member Robertson reported on attending the following: Chicken Shack grand opening, meeting with City City of Selma Regular City Council Meeting October 5, 2020 Page 4

Manager Gallavan, Rotary meeting, Candidate forum, and volunteering at the Second Chance Animal Shelter. Council Member Robertson informed Council that Alan Langstrat would like to make and donate a sign for Ringo Park and asked Community Services Director Kirchner to follow up with him.

Council member Trujillo reported the SKF meeting that was scheduled had been cancelled and the new meeting date has been scheduled for October 8, 2020. He attended the High Speed Rail grand opening and thanked and congratulated the High Speed Rail and the City for all their hard work in making it possible. Council Member Trujillo wanted to congratulate and thank each and every department in the City for all their hard work.

Mayor Pro Tem Guerra reported on attending the mask giveaway and the Chicken Shack grand opening. She also thanked City Staff for all their hard work and stepping up during these times.

Mayor Franco reported on attending the Fresno Council Government meeting and the Fresno County Rural Transit Authority meeting. Mayor Franco thanked Fresno County Rural Transit for the new solar charging station in the city. He also thanked the High Speed Rail for the Training Center here in Selma and encouraged anyone who is looking for a career to get in contact with the Central Valley Training Center to get more information.

ORAL COMMUNICATIONS: Comments were received by Mrs. Victoria Delgadillo.

<u>ADJOURNMENT</u>: There being no further business, the meeting was adjourned at 8:14 p.m.

Respectfully submitted,

# CITY OF SELMA COUNCIL REGULAR MEETING CLOSED SESSION October 19, 2020

## VIA TELECONFERENCE PURSUANT TO EXECUTIVE ORDER N-29-20 ISSUED BY GOVERNOR GAVIN NEWSOM. THE COUNCIL CHAMBER WAS CLOSED TO THE PUBLIC. PUBLIC HAD THE OPTION TO CALL +1 301 715 8592 ID: 836 8754 9966 PASSCODE: 1893 TO PROVIDE COMMENTS ON AGENDA ITEMS.

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

Also present were City Manager Gallavan and Special Counsel Costanzo.

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.

**<u>CLOSED SESSION</u>**: At 5:06 p.m., Mayor Franco recessed the meeting into closed session to discuss the following:

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

CONFERENCE WITH REAL PROPERTY NEGOTIATOR(S): Pursuant to Government Code Section 54956.8

Mayor Franco reconvened the meeting from closed session at 5:28 p.m.

Special Counsel Costanzo reported that there was no reportable action and nothing further to report.

**ADJOURNMENT**: There being no further business, the meeting was adjourned at 5:29 p.m.

Respectfully submitted,

City of Selma Regular City Council Meeting October 19, 2020 Page 2

# CITY OF SELMA COUNCIL REGULAR MEETING October 19, 2020

## VIA TELECONFERENCE PURSUANT TO EXECUTIVE ORDER N-29-20 ISSUED BY GOVERNOR GAVIN NEWSOM. THE COUNCIL CHAMBER WAS CLOSED TO THE PUBLIC. PUBLIC HAD THE OPTION TO CALL +1 301 715 8592 ID: 836 8754 9966 PASSCODE: 1893 TO PROVIDE COMMENTS ON AGENDA ITEMS.

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

Also present were City Manager Gallavan, Assistant City Manager Moreno, Special Counsel Costanzo, Fire Chief Petersen, Police Chief Gomez, Community Services Director Kirchner, Public Works Director Ferrell, Contract Planner Noguera 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 the Iglesia Antioquia led the invocation. A moment of Silence was held in honor of Maria Madrigal.

ORAL COMMUNICATIONS: Public comment was received from Ms. Beverly Barron.

**SPECIAL PRESENTATION**: Assembly Member Susan Eggman issued a Proclamation Acknowledging the Selma Fire Department for their efforts on the Creek Fire.

<u>PLANNING PRESENTATION</u>: Contract Planner Kira Noguera provided a power point presentation which provided Council updates on the various projects in the Planning Department.

**HOMELESSNESS PRESENTATION**: Community Services Director Kirchner and Police Chief Gomez provided a power point presentation on the Community Cares Homeless Coalition. Mrs. Delfina Vazquez with Selma Community Outreach Ministries also provided a power point presentation to address homelessness in the City and answered Council questions.

**<u>RECESS</u>**: Mayor Franco recessed the meeting at 7:42 p.m. The meeting reconvened at 7:54 p.m.

**CONSENT CALENDAR:** Council Member Robertson requested to pull item 1.c. for separate discussion. Motion was then made by Council member Trujillo to approve the remainder of the Consent calendar as written. Motion was seconded by Council Member Robertson. Motion carried unanimously.

City of Selma<br/>Regular City Council Meeting<br/>October 19, 2020<br/>Page 3Consideration of the March 16, 2020, Council meeting minutesb.2020-67RConsideration and Necessary Action on Resolution Approving and<br/>Authorizing Execution of Contract with the Fresno County<br/>Community Development Block Grant ("CDBG") Program<br/>Agreement.

c. <u>Pulled</u> Consideration of the Check Register dated September 28, 2020

**CONSENT CALENDAR AGENDA ITEMS 1.c.**: After discussion of agenda item 1.c., motion was made by Council member Robertson and seconded by Mayor Pro Tem Guerra to approve CHECK REGISTER DATED SEPTEMBER 28, 2020. Motion carried unanimously.

2. <u>Continued</u> Continued Item – Consideration of a Resolution approving Agreement With Vanir Construction Management, Inc. for Project Management of the Rockwell Park Project

City Manager Gallavan reported on the matter for Council. Public comment was received from Mrs. Victoria Delgadillo, Ms. Viviana Sisneros, Mr. Noe Garcia, Mr. Delgadillo as read by Ms. Victoria Delgadillo, Ms. Brandi Garcia, Mr. Eddie Moreno and Ms. Angela Hernandez. After discussion, Council consensus was made to continue the item until the next Council Meeting on November 16, 2020.

3. <u>2020-68R</u> Consideration and Necessary Action on Resolution Approving and Authorizing Execution of Development Agreement with Highland Rose CLP for Development of Caliber Collision

Special Counsel Costanzo reported a typo in the Development Agreement and stated the correct effective date is October 19, 2020 and this error has since been corrected. Public Comment was received from Mrs. Victoria Delgadillo. After discussion, motion was made by Council Member Avalos and seconded by Council member Trujillo to approve RESOLUTION NO. 2020-68R, APPROVING AND AUTHORIZING EXECUTION OF DEVELOPMENT AGREEMENT WITH HIGHLAND ROSE CLP FOR DEVELOPMENT OF CALIBER COLLISION. Motion carried unanimously.

4. <u>2020-69R</u> Consideration and Necessary Action Approving Final Map and Approving and Authorizing Execution of Tract 5303 Phase III Subdivision Agreement

Special Counsel Costanzo reported on the agreement for Council. Public Comment was received from Mrs. Victoria Delgadillo. After discussion and no further comments from the public, motion was made by Council Member Trujillo and seconded by Council member Robertson to approve RESOLUTION NO. 2020-69R, APPROVING FINAL MAP AND APPROVING AND AUTHORIZING EXECUTION OF TRACT 5303 PHASE III SUBDIVISION AGREEMENT. Motion carried unanimously.

City of Selma Regular City Council Meeting October 19, 2020 Page 4

**DEPARTMENT REPORTS**: City Manager Gallavan reported on her recent meeting with Waste Management and advised that they are in the process of reviewing community cleanup options. She also reported on attending a recent Fresno Council of Governments meeting and advised that the High Speed Rail Authority has requested to repurpose \$24.5 million in Measure C funding from a High Speed Rail Facility to a High Speed Campus. City Manager Gallavan notified Council that Board of Supervisor Buddy Mendez has selected Selma along with Coalinga to be sites for mass distribution of personal protective equipment, she also reported the City will now be issuing Yard Sale Permits.

Assistant City Manager Moreno reported on the submittal of a FEMA reimbursement application for COVID-19 expenditures from March through August and will continue to resubmit as needed. He also provided an update on the Huntsman Project which is now in the engineering phase.

Public Works Director Ferrell provided an update on the construction and renovation of Veteran's Plaza. He also reported on the downtown landscaping improvements and the upcoming repairs to the decorative lighting.

Fire Chief Petersen reported on the recent attendance of the fundraiser for the Creek Fire and thanked Assistant City Manager Moreno for his assistance in donating gear to the Pine Ridge Volunteer Firefighter's that lost their equipment and were displaced due to the Creek Fire.

Police Chief Gomez reported on the successful gang operation his staff had assisted with in Coalinga. Police Chief Gomez also informed Council his department has opened the Sergeant recruitment, which is scheduled to close on October 30, 2020.

Community Services Director Kirchner reported the proposition 68 Grant application period has reopened and if awarded the monies would be used toward repairs and upgrades of Peter Ringo Park.

**COUNCIL REPORTS**: Council member Avalos thanked staff that helped at the March for Jesus event as well as Council for their hard work during this pandemic.

Council member Robertson reported on attending the Cal Vans Board meeting and a meeting with American Legion at Lincoln Park to discuss the upcoming upgrades to the Veteran's Plaza. He thanked Java Express for their Creek Fire fundraiser and the Fire department for their attendance at the fundraiser and for attending the drive-by birthday party for a young survivor. Council Member Robertson reported that on November 9, 2020 the Boys and Girls Club would reopen. He thanked the Police Department, First Responders, and City for working together to keep our crime down and Public Works Director Ferrell for the repairs done at Floral and Whitson.

Council member Trujillo reported on his attendance to the SKF meeting. Council Member Trujillo attended the Walk for Jesus event and thanked those who held it, he also thanked Special Counsel Costanzo, his support staff and fellow Council Members for their hard work.

City of Selma Regular City Council Meeting October 19, 2020 Page 5

Mayor Pro Tem Guerra reported on attending the Creek Fire Fundraiser and thanked those who helped at the event. Mayor Pro Tem Guerra thanked Fire Chief Petersen and his firefighters for their hard work on the Creek Fire, she also thanked Police Chief Gomez and his staff as well as all City Staff for their hard work.

Mayor Franco reported on attending the League of Cities Virtual Conference.

ORAL COMMUNICATIONS: Public comment was received by Mrs. Victoria Delgadillo.

<u>ADJOURNMENT</u>: There being no further business, the meeting was adjourned at 9:23 p.m.

Respectfully submitted,

# CITY OF SELMA COUNCIL REGULAR MEETING November 2, 2020

## VIA TELECONFERENCE PURSUANT TO EXECUTIVE ORDER N-29-20 ISSUED BY GOVERNOR GAVIN NEWSOM. THE COUNCIL CHAMBER WAS CLOSED TO THE PUBLIC. PUBLIC HAD THE OPTION TO CALL +1 301 715 8592 ID: 849 2493 8796 PASSCODE: 335821 TO PROVIDE COMMENTS ON AGENDA ITEMS.

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

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

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

**INVOCATION**: Pastor Joe Alvarez of the Iglesia Antioquia led the invocation. A moment of Silence was held in honor of Mr. Ken Crabtree.

ORAL COMMUNICATIONS: Public comment was received from Mr. Dan Ruiz.

**<u>QUARTERLY PRIORITIES PRESENTATION</u>**: City Manager Gallavan provided a power point presentation addressing priority updates from April through September 2020.

**COVID-19 PRESENTATION:** Economic Development Analyst Tracy Tosta provided a power point presentation discussing current updates on the COVID-19 pandemic status at city, county and state levels. Economic Development Analyst Tosta also reported on the personal protective equipment available to Selma Businesses and discussed the gift card program.

**CONSENT CALENDAR:** Council Member Robertson requested to pull item 1.d. for separate discussion. Motion was then made by Council member Trujillo to approve the remainder of the Consent calendar as written. Motion was seconded by Council Member Robertson. Motion carried unanimously.

1 .a.	Approved	Consideration of the April 20, 2020, Council meeting minutes
b.	<u>2020-70R</u>	Adopt Amendment for Fiscal Year 2020-2021 Budget and Consideration of a Resolution Adopting an Amended Master Salary Schedule for all Employees
c.	<u>2020-71R</u>	Consideration of a Resolution Approving the submittal of Active Transportation Program Applications for Grant Program Cycle 5

d. <u>Pulled</u> Consideration of the Check Register dated October 28, 2020

**CONSENT CALENDAR AGENDA ITEM 1.d.**: After discussion of agenda item 1.d., motion was made by Council member Robertson and seconded by Council Member Trujillo to approve CHECK REGISTER DATED OCTOBER 28, 2020. Motion carried unanimously.

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

Special Counsel Costanzo reported on the Resolution for Council. Mayor Franco opened the public hearing at 7:15 p.m. Public comment was received from Mr. Mubarak Jahorne, owner of the premises. There being no further comments from the public, Mayor Franco closed the public hearing at 7:21 p.m. After Council discussion, motion was made by Mayor Pro Tem Guerra and Seconded by Council Member Avalos to continue the item to the December 7, 2020 Council Meeting.

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

Special Counsel Costanzo reported on the Resolution for Council. Mayor Franco opened the public hearing at 7:27 p.m. Public comment was received from Mr. Dave Mendrin, owner of the premises. There being no further comments from the public, Mayor Franco closed the public hearing at 7:30 p.m. After Council discussion, motion was made by Council Member Avalos and seconded by Mayor Pro Tem Guerra to continue the item to the December 7, 2020 Council Meeting. Motion carried unanimously.

4. <u>Continued</u> Consideration and Necessary Action on Resolution declaring an Abandoned Sign at 1635 2nd Street, Selma, California and Illegal On-Premises Advertising Display and Public nuisance and Ordering the Property Owner to Abate the Nuisance – Public Hearing

Special Counsel Costanzo reported on the Resolution for Council. Mayor Franco opened the public hearing at 7:31 p.m. Public comment was received from Mr. Christopher Norton, owner of the premises. There being no other comments from the public, the public hearing was closed at 7:35 p.m. After Council discussion, motion was made by Council Member Robertson and seconded by Mayor Pro Tem Guerra to continue the item to the December 7, 2020 Council meeting. Motion carried unanimously.

5. <u>Continued</u> Consideration of Municipal Code 11-8-3 and limitations placed on thrift, consignment and antique stores

City of Selma Regular City Council Meeting November 2, 2020 Page 3

Contract Planner Noguera reported on matter. Public comment was received from Dr. Gallegos. After discussion, it was the recommendation of Special Counsel Costanzo to develop language for an urgency ordinance and bring back at a future meeting. After further discussion, it was the consensus of Council with the recommendation of Special Counsel Costanzo.

**DEPARTMENT REPORTS**: City Manager Gallavan reported that tenant improvement plans have been issued for Wing Stop and Community Power Resiliency grant applications for generators to be used at Senior Center, City Hall and Police Department have been submitted. City Manager Gallavan also reported on the new Police Station grand opening and that the video is available on social media platforms and the City website.

Assistant City Manager Moreno provided a power point on Budget review of the General Funds.

Public Works Director Ferrell provided updates on the downtown beautification, Christmas decorations and Veterans Plaza projects. Public Works Director Ferrell also discussed the monuments being built at each park and thanked Mr. Alan Langstraat for his assistance.

Fire Chief Petersen reported on the total calls his department responded to this year.

Police Chief Gomez discussed homelessness issues. Chief Gomez thanked the City Council for the new Police Station and grand opening ceremony and mentioned that they will be moving all but dispatch over at this time.

Community Services Director Kirchner thanked the American Legion for all their hard work on the memorial monument.

**COUNCIL REPORTS**: Council member Avalos thanked Public Works Director Ferrell for fixing the fence at Sierra View and reported that the Shafer Park lock was in need of repairs. Council Member Avalos thanked Caltrans for their assistance with the clean-up and thanked Chief Gomez and his staff for making a difference in the community. Council Member Avalos wished all the Council Members that are up for re-election luck and thanked them for taking care of business.

Council member Robertson encouraged those to exercise their right to vote. He reported on attending the following: ribbon cutting event for Chicken Shack, Mrs. Galvan's 3<sup>rd</sup> grade class, and the Second Chance Animal Shelter board meeting. Council Member Robertson thanked City Staff, Selma Tax Payers and everyone who helped make the new Selma Police Department a reality.

Council member Trujillo reported on attending the Selma Police Department ribbon cutting and congratulated staff for a successful event. Council Member Trujillo wished everyone who is running for election luck on the upcoming election.

Mayor Pro Tem Guerra reported on attending ribbon cuttings for the "Los Colores" mural, the Selma Police Department. Mayor Pro Tem Guerra also reported on attending the

City of Selma Regular City Council Meeting November 2, 2020 Page 4 United Health Care Center Board Meeting and informed Council that they received a ten million dollar grant for Fresno County which will be used to build two new sites.

Mayor Franco reported on attending the Council of Government meeting and Ms. Galvan's  $4^{th}$  grade class. Mayor Franco was happy to report there was a low turnout for trick-or-treating which implies the City of Selma is taking the pandemic seriously and are being cautious. Mayor Franco encouraged the public to go out and vote and thanked staff for all their hard work.

**ADJOURNMENT**: There being no further business, the meeting was adjourned at 8:51 p.m.

Respectfully submitted,

#### Agenda Item 1.h.

# CITY OF SELMA COUNCIL SPECIAL MEETING November 9, 2020

VIA TELECONFERENCE PURSUANT TO EXECUTIVE ORDER N-29-20 ISSUED BY GOVERNOR GAVIN NEWSOM. THE COUNCIL CHAMBER WAS CLOSED TO THE PUBLIC. PUBLIC HAD THE OPTION TO CALL +1 301 715 8592 ID: 889 7079 0269 PASSCODE: 1109 TO PROVIDE COMMENTS ON AGENDA ITEMS.

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

Also present were Special Counsel Costanzo, City Manager Gallavan, and Contract Planner Noguera.

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.

CONSIDERATION AND NECESSARY ACTION ON URGENCY ORDINANCE AMENDING SUBPARAGRAPH 24 OF SUBDIVISION (A) OF SECTION 2, CHAPTER 8 OF TITLE XI AND SUBDIVISION (A) OF SECTION 3 OF CHAPTER 8 OF TITLE XI OF THE MUNICIPAL CODE PENDING COMPLETION OF STUDY AND EVALUATION OF APPROPRIATE REGULATION OF THRIFT STORES AND OTHER ESTABLISHMENTS DEALING IN USED GOODS: Special Counsel Costanzo reported on the matter. After much discussion, motion was made by Council Member Robertson and seconded by Council Member Avalos to approve AN URGENCY ORDINANCE AMENDING SUBPARAGRAPH 24 OF SUBDIVISION (A) OF SECTION 2, CHAPTER 8 OF TITLE XI AND SUBDIVISION (A) OF SECTION 3 OF CHAPTER 8 OF TITLE XI OF THE MUNICIPAL CODE PENDING COMPLETION OF STUDY AND EVALUATION OF APPROPRIATE REGULATION OF THRIFT STORES AND OTHER ESTABLISHMENTS DEALING IN USED GOODS. Motion carried unanimously.

ADJOURNMENT: There being no further business, the meeting was adjourned at 9:25 a.m.

Respectfully submitted,

#### Agenda Item 1.i.

# CITY OF SELMA COUNCIL REGULAR MEETING November 16, 2020

## VIA TELECONFERENCE PURSUANT TO EXECUTIVE ORDER N-29-20 ISSUED BY GOVERNOR GAVIN NEWSOM. THE COUNCIL CHAMBER WAS CLOSED TO THE PUBLIC. PUBLIC HAD THE OPTION TO CALL +1 301 715 8592 ID: 815 4716 2376 PASSCODE 1116 TO PROVIDE COMMENTS ON AGENDA ITEMS.

The regular meeting of the Selma City Council was called to order at 6:04 p.m. in the Council Chambers and by teleconference. Council members answering roll call were: Avalos, Robertson, Mayor Pro Tem Guerra, and Mayor Franco. Council member Trujillo was absent.

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

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

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

**FRESNO COUNTY RURAL TRANSIT AGENCY PRESENTATION:** Mr. Moses Stites, stepped forward to provide Council an update on the programs for the FCRTA.

**POLICE SWEARING IN CEREMONY:** Police Chief Gomez introduced the officers and Clerk Rivera provided the oath of office for Police Officer Gilbert Gonzales, Police Officer Trisha Huggins, Police Officer Troy Rodriguez, Police Officer Carlos Villalobos, Police Officer Anthony Yanni, and Reserve Police Officer Zachary Shannon. Family was also invited to step forward to provide the badge pinning for each officer.

TOWNSEND PUBLIC AFFAIRS, INC. PRESENTATION ON GRANT WRITING WORK FOR THE CITY OF SELMA: Anakaren Cervantes and Johannus Reijnders representing Townsend Public Affairs, Inc. provided a power point presentation on grant writing projects for the City of Selma.

**BREAK**: At 7:27 p.m., Mayor Franco called for a break in the meeting. The meeting reconvened at 7:35 p.m.

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

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

City of Selma Regular City Council Meeting November 16, 2020 Page 2 1.a. Consideration of the May 4, 2020, Council meeting minutes Approved b. Approved Consideration of Increase to Fiscal Year 2020-2021 Full-Time **Employee** Positions Approved Consideration of a Request for use of Pioneer Village for Selma Arts C. Council's Holiday Village Craft Fair d. Approved Consideration and Necessary Action on Resolution Approving 2020- 72R and Authorizing the City Manager to Execute Documents between the City and Cobra Professionals, Inc. to provide administrative services related to flexible spending account Consideration of a Resolution approving a grant application from Approved e. 2020- 73R the Statewide Park Development and Community Revitalization Program f. Pulled Consideration and Necessary Action on Resolution authorizing the 2020- 74R City Manager to execute Department of Justice Tobacco Enforcement Grant documents Consideration of proposal from Janitorial Inc. to provide janitorial Approved g. 2020-75R services for City of Selma Consideration of a Resolution Approving a one-year time extension of h. Approved 2020-76R specified Planning entitlements approved in 2019 and 2020

Consideration of the check register dated November 12, 2020

CONSENT CALENDAR AGENDA ITEM 1.f CONSIDERATION AND NECESSARY ACTION ON RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE DEPARTMENT OF JUSTICE TOBACCO ENFORCEMENT GRANT DOCUMENTS & CONSENT CALENDAR AGENDA ITEM 1.i. CONSIDERATION OF THE CHECK REGISTER DATED NOVEMBER 12, 2020: After discussion, motion was made by Council member Robertson and seconded by Council member Avalos to approve RESOLUTION NO. 2020-74R AUTHORIZING THE CITY MANAGER TO EXECUTE DEPARTMENT OF JUSTICE TOBACCO ENFORCEMENT GRANT DOCUMENTS and CHECK REGISTER DATED NOVEMBER 12, 2020. Motion carried with the

i.

Pulled

following vote:

AYES:

NOES: ABSTAIN:

ABSENT:

None

None

Trujillo

April 19, 2021 Council Packet

Robertson, Avalos, Guerra, Franco

## 2. <u>Continued</u> Discussion and Direction Regarding Energy Efficacy Capital Improvement Project

Assistant City Manager Moreno reported on the item for Council.

After Council discussion, motion was made by Council member Avalos to TABLE THE ITEM TO A FUTURE JANUARY MEETING. Motion was seconded by Council member Robertson and carried with the following vote:

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

3. <u>Approved</u> Gift Card Program as part of COVID-19 Economic Recovery 2020-77R

Administrative Analyst Tosta provided a power point presentation on the different gift card program options.

Public comment was received from Mr. Will Goldbeck and Mrs. Victoria Delgadillo.

After much Council discussion, motion was made by Mayor Pro Tem Guerra to amend the Resolution to include an amount not to exceed \$10,000. The motion was seconded by Council member Robertson to adopt RESOLUTION NO. 2020-77R A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA APPROPRIATING FUNDS FOR AND ESTABLISHING THE CITY OF SELMA GIFT CARD PROGRAM with the amended amount not to exceed \$10,000. Motion carried with the following vote:

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

4. <u>Continued</u> Continued Item – Consideration of a Resolution approving a request to enter into an Agreement with Vanir Construction Management, Inc. for Project Management of the Rockwell Park Project

Community Services Director Kirchner provided a report for Council regarding the matter.

Comments were received from Mr. Cliff Tutelian, Tutelian & Company and from Jerry Avalos, Vanir Construction, and Mrs. Victoria Delgadillo.

After Council discussion regarding project synergy and the conceptual plan for the matter, motion was made to table the matter and direct staff to set up a special meeting in January.

City of Selma Regular City Council Meeting November 16, 2020 Page 4

**DEPARTMENT REPORTS**: City Manager Gallavan reported on the Council of Governments (COG) regional call for projects, due by December 16, 2020. She also provided an update on the Community Development Director position and stated that the planning project list, update would take place at the second meeting of January.

Special Counsel Costanzo updated Council on the urgency ordinance and stated that City Staff is researching the matter further.

City Engineer Bond provided a preliminary project list for the Regional Transportation Plan to be submitted for COG consideration. He stated that the next steps would be to provide a cost for each project and welcomed further input from Council on the project listing.

Public Works Director Ferrell reported on the Christmas decorations downtown, and thanked American Legion Commander Eliseo Zuniga for funding the lighting and Phase II of the Veterans Park Plaza project.

Fire Chief Petersen advised that the City was not awarded the FEMA funding. He updated Council on the Strike Team, fire season, and process of the new ladder truck.

Police Chief Gomez reported on the sergeant promotional testing and commander recruitment. He also reported on a recent first responders dinner provided by American Legion and thanked Commander Zuniga.

Community Services Director Kirchner reported on senior meals and commodities. He discussed the upcoming Central Valley Lioness Club Thanksgiving meals for seniors and the recently approved craft fair that will be postponed to a future date due to COVID.

**<u>COUNCIL REPORTS</u>**: Council member Avalos inquired on the current COVID tier and how that relates to park closures and park restrooms.

Council member Robertson reported on attending the following: Mass for church volunteers, reopening of the Boys and Girls Club, CalVans board meeting, Chamber ribbon cutting, and South East Regional Solid Waste meeting. Council member Robertson thanked City staff and everyone who voted.

Mayor Pro Tem Guerra attended the Chamber ribbon cutting and a Five Cities zoom meeting.

Mayor Franco thanked City staff. He also discussed the Thanksgiving holiday and COVID.

**ORAL COMMUNICATIONS**: Comments were received from Victoria Delgadillo, Erlinda Martinez and Yolanda Torrez.

**ADJOURNMENT**: There being no further business, the meeting was adjourned at 9:55 p.m.

City of Selma Regular City Council Meeting November 16, 2020 Page 5 Respectfully submitted,

## Agenda Item 1.j. CITY OF SELMA COUNCIL REGULAR MEETING December 7, 2020

## VIA TELECONFERENCE PURSUANT TO EXECUTIVE ORDER N-29-20 ISSUED BY GOVERNOR GAVIN NEWSOM. THE COUNCIL CHAMBER WAS CLOSED TO THE PUBLIC. PUBLIC HAD THE OPTION TO CALL +1 301 715 8592 ID: 868 2657 6451 PASSCODE: 1893 TO PROVIDE COMMENTS ON AGENDA ITEMS.

The regular meeting of the Selma City Council was called to order at 6:03 p.m. in the Council Chambers and by teleconference. Council members answering roll call were: Avalos, Robertson, Trujillo, Mayor Pro Tem Guerra, and Mayor Franco.

Also present were City Manager Gallavan, Assistant City Manager Moreno, City Attorney Costanzo, Fire Chief Petersen, Police Chief Gomez, Recreation and Community Services Director Kirchner, 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 Maria Tafoya of First Christian Church led the invocation. A moment of Silence was held in honor of Dr. Stan Louie.

CONSIDERATION OF A RESOLUTION DECLARING RESULTS OF MUNICIPAL ELECTION HELD ON NOVEMBER 3, 2020: Motion to approve RESOLUTION NO. 2020-78R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA, RECITING THE FACT OF THE CONSOLIDATED GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 3, 2020, DECLARING THE RESULT AND SUCH OTHER MATTERS AS MAY BE PROVIDED BY LAW was made by Council member Trujillo and seconded by Mayor Pro Tem Guerra. Motion carried with the following vote:

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

Mayor Franco thanked the community and staff for allowing him to serve the community for the past four years and he congratulated the new members on the election.

Council member Avalos congratulated the new council members and thanked everyone for allowing him to serve the community for the past sixteen years.

City Manager Gallavan presented a plaque to thank Mayor Franco for his service and many accomplishments he's done while working on the City Council. City Manager Gallavan also presented a plaque to thank Council member Avalos for his sixteen years of service to the citizens and City of Selma.

City of Selma Regular City Council Meeting December 7, 2020 Page 2

**PRESENTATION OF OATH OF OFFICE TO NEWLY ELECTED COUNCIL MEMBERS AND PRESENTATION OF CERTIFICATES OF ELECTION:** City Clerk Rivera administered the Oath of Office to newly elected Mayor Scott Robertson and Council members Blanca E. Mendoza-Navarro and Beverly Cho. City Clerk Rivera also presented both Council members with an official Certificate of Election. Council member Mendoza-Navarro and Council member Cho then took their seats at the dais. Council members Mendoza-Navarro and Council member Cho thanked their family, fellow Council members and the citizens who supported them.

At this point in the meeting, Council adjusted seating arrangements on the dais.

<u>CONFIRMATION OF MAYOR PRO TEMPORE PER ORDINANCE NO. 2020-4</u>: City Attorney Costanzo reported that under the provisions of Section 1-7-1 of the Selma Municipal Code, there is an established procedure for the selection of the Mayor Pro Tempore, and that anyone can opt out or pass on occupying the position of either Mayor Pro Tempore therefore a confirmation is needed.

Motion was made by Mayor Robertson to appoint Council Member Guerra as Mayor Pro Tem and was seconded by Council Member Guerra. The motion did not carry with the following vote:

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

Motion was made by Council Member Trujillo to appoint Council Member Cho as Mayor Pro Tem and was seconded by Council Member Mendoza-Navarro. The motion carried with the following vote:

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

Mayor Robertson allowed for additional comments from the newly appointed Council members. Council Member Mendoza-Navarro began by thanking God and all those who have supported her run for Council. Council Member Trujillo congratulated newly appointed Council member Mendoza-Navarro, Mayor Robertson and Mayor Pro Tem Cho. He thanked the Citizens for voting for change and asked fellow members to move forward. Council Member Guerra congratulated newly appointed Mayor Robertson, Mayor Pro Tem Cho and Council member Mendoza-Navarro for their new positions on Council and she wished everyone luck in moving forward. Mayor Pro Tem Cho thanked her fellow Council Members for their support and stated her goal is to keep Selma a place where people are proud to be. Mayor Robertson thanked the City for voting, voting for change, and allowing for his position to be an elected position. He thanked everyone for their support and most of all the citizens for voting for those newly appointed on Council.

City of Selma Regular City Council Meeting December 7, 2020 Page 3

**CONSENT CALENDAR:** Mayor Robertson requested to pull items 2.c., and 2.d. and Council member Guerra requested to pull item 2.h. for separate discussion. Motion was then made by Council member Trujillo to approve the remainder of the Consent calendar as written. Motion was seconded by Council member Guerra. Motion carried with the following vote:

	AYES: NOES: ABSTAIN: ABSENT:	Trujillo, Guerra, Cho, Robertson None Mendoza-Navarro None
2 .a.	Approved	Consideration of the May 18, 2020, Council meeting minutes
b.	Approved	Consideration of the May 20, 2020, Council meeting minutes
с.	Pulled	Consideration of a Resolution awarding construction contract to Dawson Mauldin LLC for the Nebraska Avenue Rehabilitation Project 5096-038
d.	<u>Pulled</u>	Consideration of a Resolution approving and authorizing the City Manager to execute an agreement with Health Management Associates to provide consultant services for the Intergovernmental Transfer Program and a cooperative agreement between the Cities of Coalinga, Dinuba, Kingsburg, Sanger and Selma for the same
e.	<u>2020-81R</u>	Consideration and Necessary Action on Resolution Approving a Fuel Purchase Agreement between Selma Unified School District and the City of Selma and Authorizing the City Manager to Execute the Agreement
f.	<u>2020-82R</u>	Consideration of a Resolution Adopting a Revised Conflict of Interest Code Rescinding Resolution No. 201892R, and adopting an amended Conflict of Interest Code Containing Revised Designated Positions and Disclosure Categories
g.	<u>2020-83R</u>	Consideration and Necessary Action of the Lease Agreement with Pitney Bowes for Postage Services
h.	Pulled	Consideration of the check register dated December 2, 2020
CONSENT CALENDAR AGENDA ITEMS 2.c., CONSIDERATION OF A RESOLUTION AWARDING CONSTRUCTION CONTRACT TO DAWSON		

CONSENT CALENDAR AGENDA TIEMS 2.c., CONSIDERATION OF A RESOLUTION AWARDING CONSTRUCTION CONTRACT TO DAWSON MAULDIN LLC FOR THE NEBRASKA AVENUE REHABILITATION PROJECT 5096-038 & 2.d. CONSIDERATION OF A RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH HEALTH MANAGEMENT ASSOCIATES TO PROVIDE CONSULTANT SERVICES FOR THE INTERGOVERNMENTAL TRANSFER PROGRAM AND A COOPERATIVE AGREEMENT BETWEEN THE CITIES OF COALINGA, DINUBA, KINGSBURG, SANGER AND SELMA FOR THE SAME & 2.h. CONSIDERATION OF City of Selma Regular City Council Meeting December 7, 2020 Page 4

THE CHECK REGISTER DATED DECEMBER 2, 2020: After discussion of agenda items 2.c., 2.d., and 2.h., motion was made by Council member Guerra and seconded by Council member Trujillo to approve RESOLUTION NO. 2020-79R, A RESOLUTION AWARDING CONSTRUCTION CONTRACT TO DAWSON MAULDIN LLC FOR THE NEBRASKA AVENUE REHABILITATION PROJECT 5096-038, RESOLUTION NO. 2020-80R, A RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH HEALTH MANAGEMENT ASSOCIATES TO PROVIDE CONSULTANT SERVICES FOR THE INTERGOVERNMENTAL TRANSFER PROGRAM AND A COOPERATIVE AGREEMENT BETWEEN THE CITIES OF COALINGA, DINUBA, KINGSBURG, SANGER AND SELMA FOR THE SAME & CHECK REGISTER DATED DECEMBER 2, 2020. Motion carried unanimously.

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

Mayor Robertson opened the public hearing at 7:24 p.m. public comment and a letter were received from Mr. Shaker Geham, owner of the premises requesting for additional time. There being no further comments, Mayor Robertson closed the public hearing at 7:31 p.m.

After Council discussion, motion was made by Council member Mendoza-Navarro and seconded by Council member Guerra to continue the item until the next Council Meeting on January 19, 2021. Motion carried unanimously.

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

Mayor Robertson opened the public hearing at 7:39 p.m. There being no public comment, Mayor Robertson closed the public hearing at 7:40 p.m. After Council discussion, motion was made by Council Member Guerra and seconded by Mayor Robertson to continue the item until the next Council Meeting on January 19, 2021. Motion carried unanimously.

5. <u>Continued</u> Continued Item-Consideration and Necessary Action on Resolution Declaring an Abandoned Sign at 1635 2nd Street, Selma, California and Illegal On-Premises Advertising Display and Public nuisance and Ordering the Property Owner to Abate the Nuisance – Public Hearing

Mayor Robertson opened the public hearing at 7:46 p.m. Public comments were received from Christopher Norton, Counsel for owner of the premises and Mr. Jim Tostado. There being no further public comment, Mayor Robertson closed the public hearing at 7:56 p.m. After Council discussion, motion was made by Mayor Pro Tem Cho and seconded by Council member Trujillo to continue the item until the next Council meeting on January 19, 2021. Motion carried unanimously.

City of Selma Regular City Council Meeting December 7, 2020 Page 5

6. <u>Approved</u> Consideration and Necessary Action on Extension by Ten (10) Months and Fifteen (15) Days the Urgency Ordinance No. 2020-5, as Revised, and Amending 11-8-2 and 3 of the Selma Municipal Code to allow for operation of Thrift Stores or Other Stores Selling Used Goods or Merchandise – Public Hearing

Special Counsel Costanzo discussed the item for Council. Mayor Robertson opened the public hearing at 8:07 p.m. There being no public comment, Mayor Robertson closed the public hearing at 8:08 p.m. After Council discussion, motion was made by Mayor Robertson and seconded by Council member Guerra to approve an EXTENSION BY TEN (10) MONTHS AND FIFTEEN (15) DAYS TO THE URGENCY ORDINANCE NO. 2020-5, AS REVISED, AND AMENDING 11-8-2 AND 3 OF THE SELMA MUNICIPAL CODE TO ALLOW FOR OPERATION OF THRIFT STORES OR OTHER STORES SELLING USED GOODS OR MERCHANDISE. Motion carried unanimously.

**<u>RECESS</u>**: At 8:18 p.m., Mayor Robertson called for a short break in the meeting. The meeting then reconvened at 8:27 p.m.

7. <u>Continued</u> Consideration and Necessary Action on Council Request to Name the Police Community Room the "Dr. Stanley Y. Louie, Community Room" or Other Designation of Recognition of Dr. Louie

After Council discussion and no comments from the public, motion was made by Council member Mendoza-Navarro and seconded by Council member Trujillo to continue the matter until January 19, 2021, to allow staff to look further into the matter and obtain family approval. Motion carried unanimously.

8. <u>Continued</u> Consideration and Necessary Action on Council Request to Establish a New Christmas Greeting Sign on Second Street

After Council discussion and no comments from the public, it was the consensus of Council to continue the matter until January 19, 2021, to allow staff to look further into the matter.

9. <u>Continued</u> Consideration of City CARES Act Funding Allocation from Fresno County Associated FY 2020-21 Budget Adjustments

After Council discussion and no comments from the public, motion was made by Council member Mendoza-Navarro and seconded by Council Member Trujillo to continue the matter until January 19, 2021, to allow staff to look further into the matter. Motion carried unanimously.

10. <u>2020-84R</u> Consideration of a Resolution of waiving fees of temporary rental of Pioneer Village Main Building to the Fresno County Department of Public Health

After Council discussion and no comments from the public, motion was made by Council member Trujillo and seconded by Council member Mendoza-Navarro to approve

City of Selma Regular City Council Meeting December 7, 2020 Page 6 RESOLUTION NO. 2020-84R, A RESOLUTION WAIVING FEES OF TEMPORARY RENTAL OF PIONEER VILLAGE MAIN BUILDING TO THE FRESNO COUNTY DEPARTMENT OF PUBLIC HEALTH. Motion carried unanimously.

11. <u>Continued</u> Discussion of Changes in Certain Functions of the City Council Created by New Four District Council member Election with at-large Elective Mayor

After Council discussion and no comments from the public, motion was made by Council member Mendoza-Navarro and seconded by Council member Trujillo to continue the matter until January 19, 2021. Motion carried unanimously.

**DEPARTMENT REPORTS**: City Manager Gallavan reported that Fresno County hired a new provider, West Care for the emergency shelter at Super 8 Motel. Mayor Robertson has requested a meeting with County representatives to discuss the shelter and address homelessness in the City. City Manager Gallavan congratulated our new Mayor and new Council members.

Fire Chief Petersen updated Council on the internal promotional exams for Engineer and reported that three have promoted from Firefighter to Engineer.

Police Chief Gomez updated council on the promotional exam for Sergeants and the Police Commander Position and look forward to possibly hiring an additional Sergeant. He also updated Council on the homeless encampment issues within the City.

Community Services Director Kirchner reported on attending the Selma Cares Homeless Coalition meeting and stated that the next meeting will be on January 12, 2021 at 10:00 a.m.

Assistant City Manager Moreno provided an update on the High Speed Rail Training Center and due to the Covid-19 outbreak training is on hold. He also updated Council on the Huntsman Avenue project.

**<u>COUNCIL REPORTS</u>**: Council member Mendoza-Navarro reported on attending the Christmas tree lighting ceremony and congratulated newly appointed Mayor Robertson and Mayor Pro Tem Cho.

Council member Trujillo reported that he attended two turkey giveaway events, he donated to the Fresno County Homeless and stated the SKF meeting had been cancelled.

Council member Guerra reported on attending the Christmas tree lighting ceremony and she also provided donations towards several events and will be donating to the giveaway for the Adopt a Child Program. Council member Guerra reported on an inquiry she received from Selma Unified School District requesting that the marquee continue to show the Suicide Hotline number for Suicide awareness. City of Selma Regular City Council Meeting December 7, 2020 Page 7

Mayor Pro Tem Cho reported on providing 350 Thanksgiving meals to the senior citizens of Selma thanks to funding by the two Lions Clubs, Rotary Club, Selma Women's Club, and Selma Cares.

Mayor Robertson reported on attending the following: Christmas tree lighting ceremony and a meeting with Senator Hurtado and City Manager Gallavan. Mayor Robertson addressed speeding issues within the City and requested for future council meetings if more than one special presentation is required that the meeting begin at 5:30 p.m. to allow for time. He also thanked Public Works Director Ferrell and Police Chief Gomez.

<u>COUNCIL COMMITTEE REPORTS</u>: Mayor Robertson discussed the Council Committee assignments he had made and stated that they are recorded and on file.

**ORAL COMMUNICATIONS:** Comments were received from Mr. Richard Smith and Mrs. Yolanda Torres.

**<u>CLOSED SESSION</u>**: Mayor Robertson recessed the meeting into Closed Session at 9:28 p.m. to discuss the following:

**PUBLIC EMPLOYEE DISCIPLINE/ DISMISSAL/ RELEASE:** Pursuant to Government Code Section 54957: Title: City Attorney

Mayor Robertson reconvened the meeting from closed session at 10:13 p.m. City Manager Gallavan reported there was no reportable action.

**<u>ADJOURNMENT</u>**: There being no further business, the meeting was adjourned at 10:15 p.m.

Respectfully submitted,

Reyna Rivera City Clerk Agenda Item 1.k.

### CITY OF SELMA CITY COUNCIL SPECIAL MEETING January 14, 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: 832 1391 0996 PASSCODE: 2021 TO PROVIDE COMMENTS ON AGENDA ITEMS.

The special meeting of the Selma City Council was called to order at 5:35 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 Counsel Costanzo, Special Counsel Bennett, Chief Joe Gomez, Assistant City Manager Moreno, and City Manager Gallavan.

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.

POTENTIAL CONFLICT OF INTEREST: Special Counsel Costanzo discussed a potential conflict.

**ORAL COMMUNICATIONS**: Public comments were received by Mr. Cliff Tutelian, Mr. Jim Avalos, Ms. Yolanda Torrez, and Dr. Humberto Gomez, Jr.

<u>CLOSED SESSION</u>: Mayor Robertson read a statement into the record concerning the public employee discipline/dismissal/release pursuant to Government Code Section 54957 subdivision (b) (1), and inquired if Mr. Costanzo would like the matter heard in open session.

Mayor Robertson opened the meeting to the public as requested by Special Counsel Costanzo.

Special Counsel Costanzo stepped forward and addressed Council.

**ORAL COMMUNICATIONS**: At 6:43 p.m. Mayor Robertson opened comments to the public. Public comments were received by Mr. Cliff Tutelian, Ms. Yolanda Torrez, Dr. Humberto Gomez, Jr., and Ms. Rosemary Alanis.

At 6:53 p.m. Mayor Robertson asked Special Council Costanzo and Special Counsel Bennett for clarification and direction on the Brown Act and Closed Sessions. Special Council Costanzo and Special Counsel Bennett stepped forward and gave Council direction.

**<u>RECESS</u>**: Mayor Robertson recessed the meeting at 7:00 p.m. The meeting reconvened at 7:04 p.m.

**<u>CLOSED SESSION</u>**: At 7:05 p.m., Mayor Robertson recessed the meeting into Closed Session to discuss the following:

City of Selma Special City Council Meeting January 14, 2021 Page 2 PUBLIC EMPLOYEE

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

Mayor Robertson reconvened the meeting from closed session at 7:35 p.m., and stated that there was reportable action for the item regarding public employee discipline / dismissal/ release. He stated that there was a 3-2 vote to immediate terminate the contract with Costanzo and Associates and that direction was provided to Staff to obtain an acting attorney and to schedule a special meeting in the near future to obtain an interim attorney.

At this time, a roll call vote was taken to immediately terminate the contract for legal services with Costanzo and Associates. The motion carried with the following vote in open session:

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

City Manager Gallavan reported that Mr. Costanzo was not present and therefore would be sent appropriate notice.

ADJOURNMENT: There being no further business, the meeting was adjourned at 7:37 p.m.

Respectfully submitted,

Reyna Rivera City Clerk

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

April 19, 2021

## **ITEM NO:** 1.1.

**SUBJECT:** Resolution authorizing the submittal of applications for all CalRecycle grants for which the city of Selma is eligible

**<u>RECOMMENDATION</u>**: Approve Resolution authorizing the City Manager to direct staff in the submittal and management of CalRecycle grants for a period of 5 years.

#### DISCUSSION:

The City of Selma Economic Development and Community Development departments submitted a grant application for the Tire Amnesty Grant Program (TA6) to fund up to four tire-recycling events in the City of Selma before October 31, 2023. This grant and its associated events will leverage community outreach and engagement to also collect mattresses and electronic waste for disposal and recycling.

The Local Conservation Corps will be participating in the recycling events and support the collection of approximately 4,000 tires with the funding requested in this grant. The resolution to be approved covers all CalRecycle applications for a period of five years.

**<u>RECOMMENDATION</u>**: Approve Resolution authorizing the City Manager to direct staff in the submittal and management of CalRecycle grants for a period of 5 years.

/s/	04/14/2021
Tracy Tosta, Administrative Analyst	Date
/s/	04/14/2021
Teresa Gallavan, City Manager	Date

### RESOLUTION NO. 2021- R

### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA AUTHORIZING SUBMITTAL OF APPLICATION(S) FOR ALL CALRECYCLE GRANTS FOR WHICH THE CITY OF SELMA IS ELIGIBLE

WHEREAS, Public Resources Code sections 48000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Selma authorizes the submittal of application(s) to CalRecycle for all grants for which the City of Selma is eligible; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and empowered to execute in the name of the City of Selma all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project; and

BE IT FURTHER RESOLVED that these authorizations are effective for five (5) years from the date of adoption of this resolution.

**I, Reyna Rivera**, City Clerk of the City of Selma, do hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the City Council of the City of Selma on the 19th day of April 2021, by the following vote, to wit:

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

Scott Robertson, Mayor

ATTEST:

Reyna Rivera, City Clerk

April 19, 2021

### ITEM NO: 1.m

SUBJECT: Consideration of adoption of an Environmentally Preferable Procurement Policy (EPPP)

**<u>RECOMMENDATION</u>**: Adopt and approve the new City of Selma Environmentally Preferable Procurement Policy to establish a commitment and initiative to make environmentally responsible purchases of goods and services.

### DISCUSSION:

For all CalRecycle Grants the applicant municipality is required to adopt an Environmental Purchasing Policy that substantially commits to sourcing products and services that are environmentally preferable in material and/or lifespan when it is practicable. Through this policy, the City will commit to using recycled products when they are available at a comparable cost. All departments will be affected by the policy, however the City, without a formal policy has generally opted for more environmentally conscientious purchasing practices when equal or better pricing is available.

This policy also affects creation of bids and contractors. Contractors will be asked to provide information on environmentally preferable products whenever practicable. Departments will request to include recycled products in contracts when feasible and applicable.

### BACKGROUND:

By incorporating environmental considerations in public purchasing, the City of Selma can demonstrate environmental responsibility by reducing its burden on the local and global environment, removing unnecessary hazards from its operations, protecting public health, reducing costs and liabilities, and potentially improving the environmental quality of the region.

**<u>RECOMMENDATION</u>**: Adopt and approve the new City of Selma Environmentally Preferable Procurement Policy to establish a commitment and initiative to make environmentally responsible purchases of goods and services.

/s/	04/14/2021
Tracy Tosta, Administrative Analyst	Date
_/s/	04/14/2021
Teresa Gallavan, City Manager	Date

### ENVIRONMENTALLY PREFERABLE PROCUREMENT POLICY

### **CITY OF SELMA, CA**

### BACKGROUND

Incorporating environmental considerations in public purchasing decisions will help the City of Selma meet this commitment by reducing its burden on the local and global environment, and potentially improving local environmental quality. This policy intends to direct the City's effort in procuring environmentally preferable products and services.

### PURPOSE

This policy shall be known as the "City of Selma Environmentally Preferable Procurement Policy." The primary purpose of this policy is to minimize negative environmental impacts of the City's operations by ensuring the procurement of products and services that, to the extent practicable:

- · Conserve natural resources, materials, and energy;
- Reduce toxicity;
- · Reduce the amount of material sent to landfills;
- · Maximize recyclability and recycled content;
- Increase the use and knowledge of environmentally preferable products that protect the environment.

#### POLICY ELEMENTS

It is the policy of the City of Selma to procure recycled and environmentally preferable products that meet or exceed environmental standards established by governmental or other widely recognized authorities whenever practicable. Examples include Green Seal standards for janitorial products, the U.S. Environmental Protection Agency (EPA) Guidelines for minimum product recycled content standards, and Energy Star certification for energy efficient equipment.

Whenever practicable, recycled materials shall be procured and used in City operations (e.g., recycled paper shall be used in copy machines, and for printing purposes by departments).

Departments shall examine their purchasing specifications and shall, where practicable, include the use of products which contain post-consumer recycled content, are reusable, are designed to be easily recyclable, or are environmentally preferable, and shall encourage vendors to implement their own environmentally preferable purchasing practices. Contractors that are bidding to provide products and/or services to the City of Selma, including printing services, shall be encouraged to use products with recycled content whenever practicable.

A life cycle cost analysis may be an appropriate tool for departments to use when evaluating purchasing alternatives. Life cycle cost should reflect the annual cost of the product calculated over the life of the product and should consider final costs, not just initial up-front costs. A life cycle cost analysis may include factors such as capital costs, installation costs, maintenance costs, energy and other operating costs, and disposal costs.

In accordance with California Public Contract Code, Sections 22150 - 22154, the City of Selma shall purchase recycled products as defined in section 12200 of the same code, if the product fitness and quality

### ENVIRONMENTALLY PREFERABLE PROCUREMENT POLICY

### CITY OF SELMA, CA

are equal to the non-recycled product and available at the same or lesser total cost than nonrecycled items. These products shall include paper products, printing and writing papers, mulch, compost, and cocompost products, glass products, lubricating oils, plastic products, paint, antifreeze, tires, tire-derived products and metal.

The City of Selma will favorably consider the selection of other recycled and environmentally preferable materials, products and supplies over their non-recycled or non-environmentally preferable alternatives when the availability, fitness, operational efficiency, quality, safety, and price of the recycled or environmentally preferable product is equal to, or better than the non-recycled or non-environmentally preferable alternative. The list of materials, products, and supplies shall include, but not be limited to business office products, alternative fuels, rubberized asphalt, and other items.

Departments are encouraged to consider less toxic alternatives when purchasing products or services such as pesticides or pest control services, and to purchase energy and water conserving products whenever possible.

The City of Selma shall comply with all environmental, legislative, and regulatory requirements in the procurement of products and services.

Nothing contained in this policy shall be construed as requiring the City, departments or contractors to procure products that do not perform adequately for their intended use, exclude adequate competition, risk the health or safety of workers and citizens, or are not available at a reasonable and competitive price in a reasonable period of time.

### RESPONSIBILITIES

#### **Department Responsibilities**

- 1. Ensure that contracts include recycled and/or environmentally preferable products whenever practicable. Departments are to address all environmentally preferable and recycled content purchasing requirements in the development of their bid specifications.
- 2. Ensure that contractors provide recycled content or environmentally preferable products as required by the contract, and that contractors provide certification of recycled content and report amounts used.
- 3. Report total purchases of recycled and environmentally preferable products annually to Purchasing.

### DEFINITIONS

The following terms shall have the assigned definitions for all purposes under this policy.

- A. City of Selma means the City of Selma, the Nick Medina Senior Center, the Selma Performing Arts Center, the Salazar Center, and includes all other city departments.
- B. Energy Star means the U.S. EPA's energy efficiency product labeling program.

### ENVIRONMENTALLY PREFERABLE PROCUREMENT POLICY

### CITY OF SELMA, CA

- C. Environmentally Preferable Products and Services means products and services that have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose.
- D. Green Seal is an independent, non-profit environmental labeling organization. Green Seal standards for products and services meet the U.S. EPA's criteria for third-party certifiers. The Green Seal is a registered certification mark that may only appear on certified products.
- E. Less Toxic Alternatives means products and services that minimize risks to human health, animals, and the environment when compared with similar products used for the same purpose.
- F. Life Cycle Cost means the amortized annual cost of a product, including capital costs, installation costs, operating costs, maintenance costs, and disposal costs discounted over the lifetime of the product.
- G. **Practicable** means whenever possible and compatible with local, state, and federal law, without reducing safety, quality, or performance and where the product or service is available at a reasonable cost in a reasonable period of time.
- H. **Recyclable Product** means a product, which, after its intended end use, can demonstrably be diverted from the City of Selma's solid waste stream for use as a raw material in the manufacture of another product.
- Recycled Material means material and byproducts that have been recovered or diverted from solid waste, and have been used in place of raw or virgin material in manufacturing a product. It is derived from post-consumer recycled material, manufacturing waste, industrial scrap, agricultural waste, and other waste material, but does not include material or byproducts generated from, and commonly reused within an original manufacturing process.
- J. Recycled Product means a product containing recycled material.
- K. U.S. EPA Guidelines means the Comprehensive Procurement Guidelines established by the U.S. Environmental Protection Agency for Federal Agency purchases as of May 2002 and any subsequent versions adopted.

### Agenda Item 1.n. CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
77044	03/29/2021	Printed	CHRISTOPHER L. ABBEY / ABBEY	REPAIR E. SIDE BAY DOOR -STA 1		6,150.00
77045	03/29/2021	Printed	DOOR CESARIO LOPEZ ALEJO / KLEAN RITE SEPTIC SEWAGE SERVICE	CLEAN UP 2319 PARK ST		50.00
77046	03/29/2021	Printed	ALEJANDRO ALVAREZ	POST SUPERVISOR COURSE PER DIEM 4/16-4/30/21	R	110.00
77047	03/29/2021	Printed	AMERICAN AMBULANCE	APRIL 2021 PAYMENT		93,750.00
77048	03/29/2021	Printed	ARAMARK UNIFORM	DISINFECTANT WIPES -CITY YARD		106.28
77049	03/29/2021	Printed	JORDAN SCOTT ARANJO / GRAPEWOOD GRILL	COVID 19 SMALL BUSINESS RELIEF		2,500.00
77050	03/29/2021	Printed	AT&T	TELEPHONE -MARCH 2021		22.35
77051	03/29/2021	Printed	AT&T	INTERNET SERVICE -CVTC		78.84
77052	03/29/2021	Printed	AT&T	INTERNET SERVICE -WEED & SEED		74.19
77053	03/29/2021	Printed	AT&T	TELEPHONE 2/12/21-3/11/21		45.83
77054	03/29/2021	Printed	AT&T	TELEPHONE 2/12/21-3/11/21		84.51
77055	03/29/2021	Printed	AT&T MOBILITY	TELEPHONE -MDT'S 2/1-2/28/21		438.91
77056	03/29/2021	Printed	AT&T MOBILITY	TELEPHONE -MDT'S 2/12-3/11/21		1,577.86
77057	03/29/2021	Printed	BEST UNIFORMS	CLASS A UNIFORMS		1,140.10
77058	03/29/2021	Printed	BOYS & GIRLS CLUBS OF FRESNO	FUNDING 2020-2021		26,862.00
77059	03/29/2021	Printed	JAY WESLEY BROCK / TOP DOG TRAINING	K9 MAINTENANCE 3/15/21		14,090.00
77060	03/29/2021	Printed	CDCE INCORPORATED	MDT MONTHLY LEASE -PD		220.00
77061	03/29/2021	Printed	CENTRAL CALIFORNIA ELECTRONICS	SERVICE FIRE ALARM PANEL NEW PD		185.00
77062	03/29/2021	Printed	CENTRAL SANITARY SUPPLY	JANITORIAL SUPPLIES		1,823.57
77063	03/29/2021	Printed	CENTRAL VALLEY TOXICOLOGY INC.	DRUG TESTING 21-0116		146.00
77064	03/29/2021	Printed	CISCO SYSTEMS CAPITAL CRP	LEASE-PHONE SYSTEM/BACKUP 3/15/21- 4/14/21		3,280.05
77065	03/29/2021	Printed	COUNTY OF FRESNO	PRISONER PROCESSING 10/1//20-12/31/20	)	2,155.56
77066	03/29/2021	Printed	COUNTY OF FRESNO TREASURER	GIS TELECOMMUNICATION CHARGE - DEC & JAN 21		145.44
77067	03/29/2021	Printed	COUNTY OF FRESNO-COMM HEALTH D	DISPATCHING SERVICES 1/21/21-3/31/21		3,984.50
77068	03/29/2021	Printed	CSJVRMA	2020/2021 4TH QTR DEPOSIT		206,836.00
77069	03/29/2021	Printed	DEPARTMENT OF JUSTICE	FINGERPRINTS -NOV 20		233.00
77070	03/29/2021	Printed	DINUBA FIRE DEPARTMENT	FIRE MED ADMIN CHARGES		434.76
77071	03/29/2021	Printed	ENTENMANN-ROVIN CO.	POLICE BADGES		606.52
77072	03/29/2021	Printed	FINANCIAL PACIFIC LEASING	2019 DANKO WILDLAND VEHICLE LEASE		21,922.40
77073	03/29/2021	Printed	FRESNO COUNTY CLERK	2020 GENERAL ELECTIONS		29,849.75
77074	03/29/2021	Printed	FRESNO OXYGEN	OXYGEN RENTALS		31.67
77075	03/29/2021	Printed	DONOVAN FULLNER	REIMB. STATION BOOTS		200.00
77076	03/29/2021	Printed	GATEWAY ENGINEERING, INC.	20-088 CDBG 2161 DOWNTOWN, RSTP NEBRASKA, CDBG 19-2020, CITY ENGINEERING -NOV 2020	PARTIAL G	68,845.00
77077	03/29/2021	Printed	GCS ENVIRONMENTAL EQUIPMENT	ACTUATORS -UNIT# 1318 CREDIT, GUTTER BROOMS, HOSES & LIGHTS		4,275.65
77078	03/29/2021	Printed	GEIL ENTERPRISES INC	JANITORIAL SERVICE -MARCH 2021		2,351.15
77079	03/29/2021	Printed	GLOBAL EQUIPMENT COMPANY INC.	DRINKING FOUNTAIN FILTERS		225.25
77080	03/29/2021	Printed	GOVERNMENT REVENUE SOLUTIONS	SUTA SERVICES QTR END 9/30/20		1,138.68
77081	03/29/2021	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 2/17/21		1,726.74
77082	03/29/2021	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 2/24/21		4,208.40
77083	03/29/2021	Printed	HEALTHEDGE ADMINISTRATORS INC.	ADMINISTRATIVE FEES -MARCH 21		857.63
77084	03/29/2021	Printed	HEALTHWISE SERVICES, LLC.	MEDICAL WASTE SERVICES -FD		258.00
77085	03/29/2021	Printed	HENRY SCHEIN INC.	MEDICAL SUPPLIES		100.99
77086	03/29/2021	Printed	INDUSTRIAL SAFETY LLC	MECHANIX WEAR GLOVES-PW		607.02
77087	03/29/2021	Printed	JOHNSON CONTROLS SECURITY	ALARM SERVICES 4/1/21-6/30/21		3,497.41
77088	03/29/2021	Printed	MICHAEL KAIN	MEDICAL PREMIUM REIMB - APR 21		1,304.68
77089	03/29/2021	Printed	JEFF KESTLY	MEDICAL PREMIUM REIMB - APR 21		204.52
77090	03/29/2021	Printed	KRAZAN & ASSOCIATES, INC.	ROCKWELL POND CHANGE ORDER 1	G	1,600.00
77091	03/29/2021	Printed	LEADER INDUSTRIES	2020 MERCEDES SPRINTER AMBULANCE		117,120.16

#### CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
77092	03/29/2021	Printed	LIEBERT, CASSIDY, WHITMORE	COVID-19 RELIEF AND OBLIGATIONS		100.00
77093	03/29/2021	Printed	LIFE-ASSIST INC.	MEDICAL SUPPLIES		550.54
77094	03/29/2021	Printed	MARIN'S APPLIANCE	BUSINESS LIC REFUND -LIC DENIED		4.00
77095	03/29/2021	Printed	STEVEN LEE MCINTIRE	MEDICAL PREMIUM REIMB - APR 21		1,734.92
77096	03/29/2021	Printed	METRO UNIFORM	FIRE REVOLVING ACCT	R	300.00
77097	03/29/2021	Printed	MONTOY LAW CORPORATION	LEGAL SERVICES -JANUARY 2021		3,746.50
77098	03/29/2021	Printed	JANET NELSON / CHOICES COMPLIANCE SOLUTIONS	DRUG TESTING SERVICES-CVTC		526.00
77099	03/29/2021	Printed	OFFICE DEPOT, INC.	OFFICE SUPPLIES		567.79
77100	03/29/2021	Printed	PG&E	UTILITIES -MARCH 2021		11.19
77101	03/29/2021	Printed	PG&E	UTILITIES -MARCH 2021		51.64
77102	03/29/2021	Printed	PG&E	UTILITIES -MARCH 2021		131.96
77103	03/29/2021	Printed	PG&E	UTILITIES -MARCH 2021		15,795.33
77104	03/29/2021	Printed		POSTAGE MACHINE RENTAL 3/16/51- 6/12/21 -PD		276.53
77105	03/29/2021	Printed	QUAD KNOPF, INC.	ON-CALL PLANNING SERVICES 1/24/21- 2/20/21		18,176.90
77106	03/29/2021	Printed	GERALD REESER	STATION SUPPLIES REIMB		66.09
77107	03/29/2021	Printed	SCOTT SANDERS	MEDICAL PREMIUM REIMB - APR 21		1,326.20
77108	03/29/2021	Printed	SECOND CHANCE ANIMAL SHELTER	MONTHLY SUPPORT -APRIL 2021		7,925.80
77109	03/29/2021	Printed	SELMA UNIFIED FOOD SERVICES	SENIOR MEALS 2/1/21-2/19/21		6,266.25
77110	03/29/2021	Printed	SPARKLES	WATER SERVICE -PD		130.14
77111	03/29/2021	Printed	SPARKLES	WATER SERVICE -CVTC		39.99
77112	03/29/2021	Printed	KATHERINE L. STILWELL	FIRE DEPT LOGOS		151.17
77113	03/29/2021	Printed	SURVEILLANCE INTEGRATION INC.	BUSINESS LIC OVERPAYMENT REIMB		4.00
77114	03/29/2021	Printed	THE CRISCOM COMPANY	SEWER INFRASTRUCTURE -APR 21		4,500.00
77115	03/29/2021	Printed	TULARE CO JAIL INDUSTRIES	GRAPHICS FOR UNIT# 185 & 198		193.95
77116	03/29/2021	Printed	TUTTLE & MCCLOSKEY	GENERAL LEGAL FEES -FEB 2021		3,321.84
77117	03/29/2021	Printed	U.S. BANK CORPORATE PMT SYSTEM	CALCARD CHARGES 2/23-3/22/21	PARTIAL R	69,328.78
77118	03/29/2021	Printed	ULINE	PD STATION SUPPLIES		73.08
77119	03/29/2021	Printed		MDT MANAGED SERVICES -FEB 21		2,766.50
						-
77120	03/29/2021	Printed		DOCUMENT DESTRUCTION SERVICE - CH & PD		60.00
77121	03/29/2021	Printed	VANIR CONSTRUCTION	PROFESSIONAL SERVICES -FEB 21 ROCKWELL POND		9,335.09
77122	03/29/2021	Printed	VINCENT COMMUNICATIONS INC	RADIOS		125.60
77123	04/07/2021	Printed	COSTANZO & ASSOCIATES	PRO-RATE SHARE OF COURT REPORTER	1	581.17
77124	04/07/2021	Printed	KATCH ENVIRONMENTAL INC.	PROGRESS PAYMENT #16 NEW POLICE STATION	PDSA	67,905.58
77125	04/09/2021	Printed	AIR EXCHANGE, INC.	HOSES AND FITTINGS		2,510.61
77126	04/09/2021	Void				
77127	04/09/2021	Void				
77128	04/09/2021	Printed	ARAMARK UNIFORM	UNIFORMS/TOWELS/FIRST AID KITS 3/11-3/25/21		870.93
77129	04/09/2021	Printed	LUIS ARANA	FIRE TRAINING CLASS PER DIEM, HOTEL & FUEL REIMB		600.36
77130	04/09/2021	Printed	AT&T	PD FIRE ALARM		197.15
77131	04/09/2021	Printed	AT&T	TELEPHONE 3/1/21-3/31/21		192.50
77132	04/09/2021	Printed	AT&T	TELEPHONE 3/4/21-4/3/21		1,488.30
77133	04/09/2021	Printed	AT&T	TELEPHONE 3/4/21-4/3/21		153.56
77134	04/09/2021	Printed	AT&T	TELEPHONE 3/4/21-4/3/21		118.12
77135	04/09/2021	Printed	LIANA J. BRIGHAM / PICTURE THIS EMBROIDERY	SUMMER CAPS -PW		5,778.47
77136	04/09/2021	Printed	CALIFORNIA BUILDING STANDARDS	BUILDING STANDARDS FEE 1/1/21- 3/31/21	R	243.00
77137	04/09/2021	Printed	CALIFORNIA STATE CONTROLLERS	UNCLAIMED PROPERTY		89.00
77138	04/09/2021	Printed	ROD CARSEY	PLAN CHECKS -MARCH 2021		3,199.01
77139	04/09/2021	Printed	CASCADE FIRE EQUIPMENT COMPANY			3,065.29
77140	04/09/2021	Printed	CENTRAL SANITARY SUPPLY	JACKETS AND PANTS JANITORIAL SUPPLIES		205.64
	5-1,0012021	i initou		Council Packet		50

#### CHECK REGISTER REPORT

CHECK	CHECK	CTATUC			CATECODY	AMOUNT
NUMBER			VENDOR NAME	CHECK DESCRIPTION	CATEGORY	
77141	04/09/2021	Printed	JOHNNIE CERDA	POST IA COURSE PER DIEM 4/26-4/28/21	R	33.00
77142	04/09/2021	Printed	nted COOK'S COMMUNICATION CORP RADIO SUPPLIES FOR NEW AMBULANCE			9,242.57
77143	04/09/2021	Printed	CORELOGIC SOLUTIONS LLC	REALQUEST SERVICES -MAR 2021		481.25
77144	04/09/2021	Printed	DATA TICKET, INC.	PARKING CITATION PROCESSING -FEB 2	1	200.00
77145	04/09/2021	Printed	DATAPATH LLC	NETCARE & ON SITE SUPPORT - APR 21		9,100.00
77146	04/09/2021	Printed	DEPARTMENT OF CONSERVATION	SMIP & SEISMIC FEE 1/1-3/31/21	R	535.50
77147	04/09/2021	Printed	JUAN CRUZ DIAZ	BUILDING INSPECTOR SERVICE -MAR 21		3,025.00
77148	04/09/2021	Printed	DIVISION OF THE STATE	ADA FEE 1/1/21-3/31/21	R	136.40
77149	04/09/2021	Printed	DMV	BICYCLE LICENSE PLATES		124.00
77150	04/09/2021	Printed	FEDEX	CA HIGH SPEED RAIL MAILING		65.47
77151	04/09/2021	Printed	FINANCIAL PACIFIC LEASING	PD VEHICLES LEASE PAYMENT		52,684.59
77152	04/09/2021	Printed	FIRE RECOVERY EMS LLC	AMBULANCE BILLING -FEB 2021		13,978.28
77153	04/09/2021	Printed	FIRE SAFETY USA, INC.	SCBA BRACKET		76.95
77154	04/09/2021	Printed	FRESNO OXYGEN	OXYGEN RENTALS		211.98
77155	04/09/2021	Printed	GAR BENNETT LLC	PVC CAPS -ISLANDS		9.76
77156	04/09/2021	Printed	GATEWAY ENGINEERING, INC.	19-122 HUNTSMAN WIDENING		8,600.00
77157	04/09/2021	Printed	GCS ENVIRONMENTAL EQUIPMENT	SWITCH ACTUATOR UNIT# 1315		224.56
77158	04/09/2021	Printed	GILBERT GONZALES	TRAFFIC COLLISION COURSE PER DIEM 4/12-4/16/21	R	55.00
77159	04/09/2021	Printed	HENRY SCHEIN INC.	MEDICAL SUPPLIES		162.16
77160	04/09/2021	Printed	RAUL R HERRERA JR / ECN POLYGRAPH & INVESTIGATIONS	POLYGRAPH SERVICES 3/12-3/26/21		1,600.00
77161	04/09/2021	Printed	HINDERLITER DE LLAMAS &	SALES TAX Q3/2020		569.39
77162	04/09/2021	Printed	JUSTIN HOLT	POST IA COURSE PER DIEM 4/26-4/28/21	R	33.00
77163	04/09/2021	Printed	IRG MASTER HOLDINGS, LLC	CENTRAL VALLEY TRAINING CENTER UTILITIES 1/26-2/24/21	R	798.75
77164	04/09/2021	Printed	KENT M KAWOGOE, PHD	PRE-EMPLOYMENT PSYCHOLOGICAL EXAMS		650.00
77165	04/09/2021	Printed	KOEFRAN INDUSTRIES, INC.	EMPTY ANIMAL CONTROL FREEZER		163.86
77166	04/09/2021	Printed	L.N. CURTIS & SONS	RESCUE EQUIPMENT		2,727.40
77167	04/09/2021	Printed	LIEBERT, CASSIDY, WHITMORE	COVID-19 SUPPLEMENTAL PAID SICK LEAVE		100.00
77168	04/09/2021	Printed	LIFE-ASSIST INC.	MEDICAL SUPPLIES		91.12
77169	04/09/2021	Printed	METRO UNIFORM	FIRE & PD REVOLVING ACCT	R	1,669.65
77170	04/09/2021	Printed	OFFICE DEPOT, INC.	OFFICE SUPPLIES		337.68
77171	04/09/2021	Printed	MATTHEW PETERS	PARAMEDIC RECERT. REIMB.		225.00
77172	04/09/2021	Printed	PG&E	UTILITIES -MARCH 2021		50.86
77173	04/09/2021	Printed	PG&E	UTILITIES -MARCH 2021		19,949.41
77174	04/09/2021	Printed	PG&E	UTILITIES -MARCH 2021		1,374.78
77175	04/09/2021	Printed	PG&E	INSTALL STREET LIGHT 3433 THOMPSON		10,128.47
77176	04/09/2021		PRECISION EMPRISE LLC	SIDEWALK REPAIRS DOWNTOWN		7,415.00
77177	04/09/2021			MOVE PD COPY MACHINE FROM E FRONT TO 3RD ST		150.00
77178	04/09/2021	Printed	SECOND CHANCE ANIMAL SHELTER	ANIMAL SHELTER SPAY & NEUTER SERVICES		260.00
77179	04/09/2021	Printed	STERICYCLE, INC.	STERI-SAFE OSHA COMPLIANCE		180.75
77180	04/09/2021	Printed	SUN LIFE	EMPLOYEE INSURANCE -APRIL 21		1,647.30
77181	04/09/2021	Printed Drinted	SUPERIOR VISION INSURANCE INC			1,946.84
77182	04/09/2021	Printed		2021/22 EMP DISHONESTY POLICY		2,589.00
77183	04/09/2021	Printed Brinted	TIFCO INDUSTRIES, INC.	SS BUTTON HD HEX W/ PIN ST LIGHTS		124.50
77184 77185	04/09/2021	Printed Printed	TOWNSEND PUBLIC AFFAIRS, INC.	CONSULTING FEES -APRIL 2021		3,500.00 1,872.70
77185 77186	04/09/2021 04/09/2021	Printed Printed	U.S. BANK EQUIPMENT FINANCE VERIZON WIRELESS	COPY MACHINE LEASES -APR 21 AIRCARDS 2/19/21-3/18/21		592.11
77187	04/09/2021	Printed	CARLOS VILLALOBOS	TRAFFIC COLLISION COURSE PER DIEM	R	55.00
71107	UT, UU/ZUZ I		CAREOU VIELAEODOO	4/12-4/16/21	IX.	55.00

#### CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
77188	04/09/2021	Printed	WASTE MANAGEMENT	TRASH REFUND		161.28
77189	04/09/2021	Printed	WASTE MANAGEMENT-USA WASTE	GARBAGE -MARCH 2021		126,757.20
77190	04/09/2021	Printed	WORKING FIRE FURNITURE &	RECLINERS FOR STATION & LOGO ARTWORK		6,192.00
77191	04/09/2021	Printed	ZERO NOX INC.	50% DEPOSIT FOR 3 UTILITY VEHICLES - PD & PW	G	31,680.13
					TOTAL	1,186,782.49

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

WIRE/EFT					
03/29/21	IRG MASTER HOLDINGS	CVTC LEASE -APR 21	10,411.01		
03/29/21	IRG MASTER HOLDINGS	CVTC UTILITIES 12/24/20-1/25/21	833.26		
03/29/21	DEPT OF HEALTHCARE SERVICES	IGT PAYMENT	2,100,975.00		

Agenda Item 1.n.

### PAYROLL TRANSACTIONS

### CHECK REGISTER

Date	Check No.	Amount
2/19/2021	116464-116478	\$2,818.50
2/26/2021	116486	\$6,261.80
3/5/2021	116487-116493	\$2,899.56
3/5/2021	116504-116505	\$2,352.85
3/19/2021	116506-116512	\$2,797.84
3/26/2021	116521-116538	\$10,253.53
4/2/2021	116539-116546	\$3,128.40

**Remittance Checks** 

Date	Check No.	Amount
2/19/2021	116479-116485	\$24,403.58
3/5/2021	116494-116503	\$26,054.86
3/19/2021	116513-116520	\$23,837.05
4/2/2021	116547-116556	\$23,679.71

### ACH Payment

Date	Description	Amount
2/19/2021	PR FEB 19	\$180,776.97
2/19/2021	FIRE DUES FEB 19	\$716.71
3/5/2021	PR MAR 5	\$192,480.10
3/5/2021	FIRE DUES MAR 5	\$716.71
3/19/2021	PR MAR 19	\$186,349.12
3/19/2021	FIRE DUES MAR 19	\$731.71
4/2/2021	PR APR 02	\$198,395.26
4/2/2021	FIRE DUES APR 2	\$731.71

# US BANK INVOICE FOR CALCARD CHARGES: 2/23/21-3/22/21 Agenda Item 1.n,

TRANSACTION

EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
ALEJANDRO ALVAREZ	2/24/2021	76 STATION	FUEL	701-9200-600.257.000	30.04
ALEJANDRO ALVAREZ	2/24/2021	76 STATION	FUEL	701-9200-600.257.000	125.00
ALEJANDRO ALVAREZ	2/25/2021	76 STATION	FUEL	701-9200-600.257.000	40.00
ALEJANDRO ALVAREZ	2/25/2021	76 STATION	FUEL	701-9200-600.257.000	110.38
ALEJANDRO ALVAREZ	2/26/2021	76 STATION	FUEL	701-9200-600.257.000	88.41
ALEJANDRO ALVAREZ	2/26/2021	CIRCLE K	FUEL	701-9200-600.257.000	103.25
ALEJANDRO ALVAREZ	2/26/2021	CIRCLE K	FUEL	701-9200-600.257.000	51.07
ALEJANDRO ALVAREZ	2/27/2021	76 STATION	FUEL	701-9200-600.257.000	33.93
ALEJANDRO ALVAREZ	3/3/2021	76 STATION	FUEL	701-9200-600.257.000	47.76
ALEJANDRO ALVAREZ	3/3/2021	76 STATION	FUEL	701-9200-600.257.000	76.74
ALEJANDRO ALVAREZ	3/4/2021	76 STATION	FUEL	701-9200-600.257.000	55.04
ALEJANDRO ALVAREZ	3/4/2021	76 STATION	FUEL	701-9200-600.257.000	64.71
CALEB GARCIA	2/22/2021	CHEVRON FRESNO	FUEL -ACT	269-2100-600.257.000	57.14
CALEB GARCIA	2/25/2021	ASHLAN STATION FRESNO	FUEL -ACT	269-2100-600.257.000	56.65
CALEB GARCIA	3/3/2021	STOP N SHOP FRESNO	FUEL -ACT	269-2100-600.257.000	60.20
CALEB GARCIA	3/8/2021	ELM FOOD MART FRESNO	FUEL -ACT	269-2100-600.257.000	53.18
CALEB GARCIA	3/10/2021	SHELL OIL PRATHER	FUEL -ACT	269-2100-600.257.000	34.20
CALEB GARCIA	3/12/2021	PEACH STATION CLOVIS	FUEL -ACT	269-2100-600.257.000	58.96
CALEB GARCIA	3/19/2021	CHEVRON KINGSBURG	FUEL -ACT	269-2100-600.257.000	66.68
CASSY FAIN	3/1/2021	LA POLICE GEAR	REVOLVING ACCT -PUMAREJO	100-0000-123.010.000	156.70
CASSY FAIN	3/2/2021	HABIT	LUNCH FOR INTERVIEWS	100-2200-600.250.000	34.60
CASSY FAIN	3/2/2021	SHELL GAS STATION	FUEL FOR UNIT #1003	701-9200-600.257.000	53.94
CITY OF SELMA FIRE QRT MST	2/24/2021	SAM BROWN SHIELDS	URBAN SEARCH & RESCUE	111-2500-600.250.000	600.00
CITY OF SELMA FIRE QRT MST	3/11/2021	ADVANCE MARKING SYSTEMS	PASSPORT TAGS	100-2500-600.250.000	42.79
CITY OF SELMA FIRE QRT MST	3/19/2021	WALMART	ENGINE BINDERS	100-2500-600.250.000	22.91
CITY OF SELMA SNG RES1	2/24/2021	FOUR STAR MINI MART	FUEL	701-9200-600.257.000	80.00
CITY OF SELMA SNG RES1	2/27/2021	CIRCLE K	FUEL	701-9200-600.257.000	74.71
CITY OF SELMA SNG RES1	2/27/2021	CIRCLE K	FUEL	701-9200-600.257.000	59.58
CITY OF SELMA SNG RES1	2/28/2021	HOME DEPOT	BOTTLED WATER	100-2500-600.250.000	18.32
CITY OF SELMA SNG RES2	3/11/2021	HAMPTON INN	HOTEL FOR TRAINING	100-2525-610.915.000	350.00
CITY OF SELMA SNG RES2	3/17/2021	76 STATION	FUEL FOR TRAINING	100-2525-610.915.000	22.50
CITY OF SELMA SNG RES3	2/19/2021	WALMART	COMPUTER MOUSE	100-2550-600.250.000	41.70
CITY OF SELMA SNG RES3	2/24/2021	76 STATION	FUEL	701-9200-600.257.000	30.00
CITY OF SELMA SNG RES3	2/26/2021	WALMART	COMPUTER KEYBOARD	100-2550-600.250.000	69.42
CITY OF SELMA SNG RES3	3/2/2021	76 STATION	FUEL	701-9200-600.257.000	74.59
CITY OF SELMA SNG RES3	3/11/2021	SAN JOAQUIN VALLEY ICC	MEMBERSHIP DUES	100-2550-610.900.000	75.00
CITY OF SELMA STATION 1	2/24/2021	ACE HARDWARE	AIR ROOMKEY T110	100-2525-600.250.000	6.49
CITY OF SELMA STATION 1	3/2/2021	76 STATION	FUEL	701-9200-600.257.000	76.29
CITY OF SELMA STATION 1	3/8/2021	MIRROR FINISH	311 ENGINE CARE	100-2525-600.250.000	10.85
CITY OF SELMA STATION 1	3/10/2021	ΝΑΡΑ Αυτο	GREASE FOR HOSE COUPLING	100-2525-600.250.000	8.12
CITY OF SELMA STATION 1	3/16/2021	ACE HARDWARE	ST 1 AIR COMP GAUGE	100-2525-600.250.000	58.57
CITY OF SELMA STATION 1	3/16/2021	HOME DEPOT	ST 1 WASH BRUSHES	100-2525-600.250.000	61.41
CITY OF SELMA STATION 2	2/24/2021	76 STATION	FUEL	701-9200-600.257.000	73.54
CITY OF SELMA STATION 2	2/27/2021	SHELL	FUEL	701-9200-600.257.000	43.61
CITY OF SELMA STATION 2	3/2/2021	76 STATION	FUEL	701-9200-600.257.000	35.07
CITY OF SELMA STATION 2	3/2/2021			701-9200-600.257.000	
	-, -,	A	pril 19, 2021 Council Packet		54 <sup>88.81</sup>

	TRANSACTION				
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
CITY OF SELMA STATION 2	3/7/2021	AUTOZONE	CLEANING SUPPLIES	100-2525-600.250.000	36.56
CITY OF SELMA STATION 2	3/13/2021	HOME DEPOT	YARD SUPPLIES	100-2525-600.250.000	136.98
CITY OF SELMA STATION 2	3/14/2021	WALMART	WATER	100-2525-600.250.000	11.96
CITY OF SELMA STATION 2	3/14/2021	HOME DEPOT	LIGHT BULBS	100-2525-600.250.000	11.90
CITY OF SELMA STATION 2	3/20/2021	HOME DEPOT	MOP HEADS	100-2525-600.250.000	56.88
CITY OF SELMA TRAINING DIV	3/3/2021	FIRE INSTRUCTION	TRAINING CLASS	100-2525-610.915.000	425.00
CITY OF SELMA TRAINING DIV	3/8/2021	QUICK STOP	FUEL FOR TRAINING CLASS	100-2525-610.915.000	26.68
CITY OF SELMA TRAINING DIV	3/10/2021	O'REILLY AUTO PARTS	CREDIT FOR WINDSHIELD WIPER	100-2525-600.250.000	(10.83
CITY OF SELMA TRAINING DIV	3/10/2021	O'REILLY AUTO PARTS	CREDIT FOR WINDSHIELD WIPER	100-2525-600.250.000	(11.74
CITY OF SELMA TRAINING DIV	3/10/2021	O'REILLY AUTO PARTS	WIND SHIELD WIPERS	100-2525-600.250.000	10.83
CITY OF SELMA TRAINING DIV	3/10/2021	O'REILLY AUTO PARTS	WIND SHIELD WIPERS	100-2525-600.250.000	10.83
CITY OF SELMA TRAINING DIV	3/10/2021	CHEVRON	FUEL FOR TRAINING CLASS	701-9200-600.257.000	28.44
CITY OF SELMA TRAINING DIV	3/11/2021	CARID	TRUCK BED STORAGE SYSTEM	111-2500-600.250.000	1,464.40
CITY OF SELMA TRAINING DIV	3/11/2021	SAVE N GO	FUEL FOR TRAINING CLASS	701-9200-600.257.000	21.29
CITY OF SELMA TRAINING DIV	3/19/2021	CITY OF KINGSBURG	TRAINING CLASS	100-2525-610.915.000	205.50
DEBBIE GOMEZ	2/25/2021	USPS	POSTAGE	100-2100-600.250.000	4.00
DEBBIE GOMEZ	2/26/2021	ULINE	EVIDENCE BOOKING ROOM PATROL SET-UP	100-2200-600.250.000	284.29
DEBBIE GOMEZ	2/26/2021	AMAZON	TRASH CAN, SHARPS CONT, BOOK ROOM SUPPLIES	100-2100-600.250.000	395.76
DEBBIE GOMEZ	3/1/2021	BATTERY JUNCTION	C BATTERIES SANITIZING STATIONS (COVID RELA)	100-2100-600.250.000	10.20
DEBBIE GOMEZ	3/1/2021	BARCODES, INC.	BARCODE LABELS FOR ZEBRA PRINTERS	100-2200-600.250.000	180.29
DEBBIE GOMEZ	3/1/2021	BARCODES, INC.	BARCODE RIBBON FOR ZEBRA PRINTERS	100-2200-600.250.000	172.37
DEBBIE GOMEZ	3/2/2021	HARD HEAD VETERANS	BALLISTIC HELMETS	100-2200-600.250.000	643.00
DEBBIE GOMEZ	3/2/2021	USPS	POSTAGE (20-1906)	100-2100-600.250.000	8.70
DEBBIE GOMEZ	3/4/2021	AMAZON	DUSTER FOR PRINTERS	100-2100-600.250.000	10.79
DEBBIE GOMEZ	3/4/2021	AMAZON	CARDS FOR LABELING EVID BOOKING LOCKERS	100-2200-600.250.000	16.88
DEBBIE GOMEZ	3/5/2021	AMAZON	DOOR GUARDS, WALL CHARGE BOOK ROOM SUPP	100-2100-600.250.000	128.25
DEBBIE GOMEZ	3/8/2021	LYNN PEAVEY	NIK KITS, EVID BAGS, KNIFE BOXES, SWABS	100-2200-600.250.000	404.44
DEBBIE GOMEZ	3/8/2021	BEST BUY	DRONE COMBO FOR PATROL	100-2200-600.250.000	162.70
DEBBIE GOMEZ	3/8/2021	AMAZON	REMOTE CONTROL FOR DRONE	100-2200-600.250.000	37.97
DEBBIE GOMEZ	3/8/2021	LYNN PEAVEY	DRYING LOCKER PREFILTERS	100-2200-600.250.000	188.75
DEBBIE GOMEZ	3/11/2021	USPS	POSTAGE	100-2100-600.250.000	27.15
	3/11/2021	AMAZON	DRONE & IPAD CASES FOR PATROL	100-2200-600.250.000	42.28
DEBBIE GOMEZ	3/16/2021	AMAZON	REFUND FOR LOST ORDER 111-0500041-0233825	100-2200-600.250.000	
DEBBIE GOMEZ	3/17/2021	ULINE	AUTOPSY KIT BOXES & EVIDENCE BOXES	100-2200-600.250.000	(244.57 131.12
DEBBIE GOMEZ	3/17/2021		FLASH DRIVES FOR DETECTIVES		186.06
DEBBIE GOMEZ	· · · ·	AMAZON	TASER POWER MAGS	100-2100-600.250.000 100-2200-600.250.000	
DEBBIE GOMEZ	3/17/2021	PROFORCE			862.38
DEBBIE GOMEZ	3/18/2021			100-2100-600.250.000	43.27
DEBBIE GOMEZ	3/18/2021	NELSONS HARDWARE	KEYS FOR EVIDENCE ROOM & RETURN LOCKER	100-2100-600.250.000	19.46
DEBBIE GOMEZ	3/18/2021	AMAZON	ORGANIZER, DOOR GUARDS BOOKING RM SETUP	100-2200-600.250.000	43.16
DEBBIE GOMEZ	3/19/2021	NELSONS HARDWARE	KEY FOR EQUIPMENT ROOM & RETURN LOCKER	100-2100-600.250.000	6.49
DEBBIE GOMEZ	3/22/2021	USPS	POSTAGE	100-2100-600.250.000	27.55
EMS DIVISION I	2/22/2021	CIRCLE K SELMA	FUEL	701-9200-600.257.000	46.54
EMS DIVISION I	2/23/2021	76 SAN FRANCISCO	FUEL	701-9200-600.257.000	67.96
EMS DIVISION I	2/23/2021	CIRCLE K SELMA	FUEL	701-9200-600.257.000	53.09
EMS DIVISION I	2/24/2021	CIRCLE K SELMA	FUEL	701-9200-600.257.000	45.02
EMS DIVISION I	2/25/2021	CIRCLE K SELMA	<sup>FUEL</sup> 19, 2021 Council Packet	701-9200-600.257.000	55 <sup>32.31</sup>

	TRANSACTION				
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
EMS DIVISION I	2/26/2021	AM/PM FRESNO	FUEL	701-9200-600.257.000	57.13
EMS DIVISION I	2/28/2021	CIRCLE K SELMA	FUEL	701-9200-600.257.000	57.37
EMS DIVISION I	2/28/2021	CIRCLE K SELMA	FUEL	701-9200-600.257.000	42.00
EMS DIVISION I	3/1/2021	CIRCLE K SELMA	FUEL	701-9200-600.257.000	51.11
EMS DIVISION I	3/2/2021	AM/PM FRESNO	FUEL	701-9200-600.257.000	41.24
EMS DIVISION I	3/3/2021	CIRCLE K SELMA	FUEL	701-9200-600.257.000	46.50
EMS DIVISION I	3/4/2021	CIRCLE K SELMA	FUEL	701-9200-600.257.000	57.27
EMS DIVISION I	3/5/2021	CIRCLE K SELMA	FUEL	701-9200-600.257.000	49.77
EMS DIVISION I	3/6/2021	ARCO FOWLER	FUEL	701-9200-600.257.000	46.01
EMS DIVISION I	3/7/2021	SHELL TULARE	FUEL	701-9200-600.257.000	50.93
EMS DIVISION I	3/8/2021	CIRCLE K SELMA	FUEL	701-9200-600.257.000	59.32
EMS DIVISION I	3/15/2021	CIRCLE K SELMA	FUEL	701-9200-600.257.000	35.55
			UNAUTHORIZED CHARGE -CREDIT SHOULD BE ON NEXT		
FABIAN URESTI	2/23/2021	CRAMER DECKS	STATEMENT	800-0000-121.000.000	627.62
			UNAUTHORIZED CHARGE -CREDIT SHOULD BE ON NEXT		
FABIAN URESTI	2/24/2021	CRAMER DECKS	STATEMENT	800-0000-121.000.000	910.70
FABIAN URESTI	2/25/2021	76 GAS STATION	FUEL -STAFF VEHICLE	701-9200-600.257.000	40.00
FABIAN URESTI	2/25/2021	HOME DEPOT	KEY LOCK BOX -553	100-2500-600.250.000	35.29
FABIAN URESTI	3/1/2021	NELSONS HARDWARE	STATION KEYS	100-2500-600.250.000	9.73
FABIAN URESTI	3/4/2021	AMAZON	TABLET -EPCR EMS EQ	600-2600-600.350.000	645.43
FABIAN URESTI	3/4/2021	AMAZON	NOSE CLIPS -EMS SUPPLIES	600-2600-600.280.000	13.01
FABIAN URESTI	3/4/2021	AMAZON	STYLUS PENS -TABLET	100-2500-600.250.000	14.74
FABIAN URESTI	3/11/2021	EXXON MOBIL	FUEL -NEW AMB INSPECTION	701-9200-600.257.000	26.00
FABIAN URESTI	3/11/2021	EXXON MOBIL	FUEL -NEW AMB INSPECTION	701-9200-600.257.000	42.20
FABIAN URESTI	3/17/2021	MOBILE DEMAND	TABLET CHARGER -REPLACED	100-2500-600.250.000	33.76
FERNANDO SANTILLAN	3/4/2021	CHEVRON	CODE ENFORCEMENT VEHICLE FUEL	701-9200-600.257.000	73.01
FERNANDO SANTILLAN	3/15/2021	LEAGUE OF CA CITIES	PLANNING COMMISSIONER ACADEMY REGISTRATION	100-3100-610.920.000	500.00
FERNANDO SANTILLAN	3/16/2021	LEAGUE OF CA CITIES	PLANNING COMMISSIONER ACADEMY REGISTRATION	100-3100-610.920.000	500.00
FERNANDO SANTILLAN	3/16/2021		EVERNOTE ANNUAL SUBSCRIPTION	100-1300-600.250.000	41.99
FINANCE DEPT	3/18/2021	BNP MEDIA SUB ENR	CPI ON IMPACT FEES	100-1600-610.900.000	108.00
FINANCE DEPT	3/19/2021	CWALLA BUILDING MATERIALS	CVTC SUPPLIES	274-1600-600.305.000	3,333.80
GEORGE SIPIN	2/22/2021	MICHAEL AUTOMOTIVE CENTER	HEADLAMP	603-5500-600.256.000	263.17
GEORGE SIPIN	2/23/2021	WALMART	JANITORIAL SUPPLIES	603-5500-600.250.000	87.46
GEORGE SIPIN	2/23/2021	MICHAEL AUTOMOTIVE CENTER	PEDAL -STOCK	603-5500-600.256.000	47.03
GEORGE SIPIN	2/24/2021	O'REILLY AUTO PARTS	BRAKE CLEANER/CARB CLEANER - STOCK	603-5500-600.256.000	172.57
GEORGE SIPIN	2/26/2021	ROMITA AUTO SERVICE	REPLACE BRAKE CYLINDER - RT #162	603-5500-600.400.000	888.22
GEORGE SIPIN	2/26/2021	NAPA AUTO PARTS	ADAPTERS/RTV SILICONE/COUPLING-STOCK	603-5500-600.256.000	52.44
GEORGE SIPIN	2/26/2021	O'REILLY AUTO PARTS	GREASE -STOCK	603-5500-600.250.000	532.98
GEORGE SIPIN	3/1/2021	FRONTIER FASTENER	BITS, NUT, SCREWS-STOCK	603-5500-600.256.000	105.01
GEORGE SIPIN	3/1/2021	NAPA AUTO PARTS	GEAR OIL - STOCK	603-5500-600.250.000	255.99
GEORGE SIPIN	3/2/2021	O'REILLY AUTO PARTS	BRAKE FLUID - STOCK	603-5500-600.250.000	64.95
GEORGE SIPIN	3/2/2021	AMAZON	CAMERA SYSTEM CHEV BOLT	603-5500-600.250.000	226.80
GEORGE SIPIN	3/2/2021	TRUCKPRO LLC	REAR AXEL WHEEL SEALS	603-5500-600.256.000	321.18
GEORGE SIPIN	3/3/2021	NAPA AUTO PARTS	PUSH LOCKS/COUPLINGS-STOCK	603-5500-600.256.000	252.20
GEORGE SIPIN	3/3/2021	LES SCHWAB TIRES	TIRES - RT #154	603-5500-600.256.000	85.00
GEORGE SIPIN	3/4/2021	O'REILLY AUTO PARTS	il 199, 2021 Counter Packet	603-5500-600.256.000	<b>56</b> <sup>7.59</sup>

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
GEORGE SIPIN	3/4/2021				37.58
GEORGE SIPIN	3/4/2021	WALMART EAST BAY TIRE CO	SIM CARDS FOR CAMERA - RT#227 ALIGNMENT/RECENTER STEERING WHEEL - RT #191	603-5500-600.250.000 603-5500-600.400.000	248.50
GEORGE SIPIN	3/4/2021	NAPA AUTO PARTS	BELTS - STOCK	603-5500-600.256.000	248.50
GEORGE SIPIN	3/5/2021	NAPA AUTO PARTS	DISC PADS - STOCK	603-5500-600.256.000	317.03
	3/5/2021		FITTINGS - RT #182		11.32
GEORGE SIPIN		NAPA AUTO PARTS		603-5500-600.256.000	33.97
GEORGE SIPIN	3/5/2021	NAPA AUTO PARTS WALMART	FITTINGS - STOCK	603-5500-600.256.000 603-5500-600.250.000	
GEORGE SIPIN	3/8/2021				68.48
GEORGE SIPIN	3/8/2021		RESTOCK TIRES	603-5500-600.256.000	441.74
GEORGE SIPIN	3/8/2021	TNT TOWING LLC	TOW RT#123 REEDLEY TO SELMA	603-5500-600.400.000	450.00
GEORGE SIPIN	3/8/2021	NAPA AUTO PARTS	COUPLING - STOCK	603-5500-600.256.000	9.55
GEORGE SIPIN	3/8/2021	NAPA AUTO PARTS	COUPLINGS - STOCK	603-5500.600.256.000	85.91
GEORGE SIPIN	3/9/2021	NAPA AUTO PARTS	TIRE ROD ENDS/ASSY RODS-STOCK	603-5500-600.256.000	412.10
GEORGE SIPIN	3/10/2021	LES SCHWAB TIRES	RESTOCK TIRES	603-5500-600.256.000	1,104.36
GEORGE SIPIN	3/11/2021	O'REILLY AUTO PARTS	CIRCUIT BREAKERS - STOCK	603-5500-600.256.000	71.57
GEORGE SIPIN	3/11/2021	O'REILLY AUTO PARTS	OIL FILTERS - STOCK	603-5500-600.256.000	48.16
GEORGE SIPIN	3/11/2021	SAFETY-KLEEN SYSTEMS INC	5-30W OIL PURCHASE	603-5500-600.250.000	504.58
GEORGE SIPIN	3/11/2021	NAPA AUTO PARTS	SWITCHES/HOSES-STOCK	603-5500-600.256.000	275.71
GEORGE SIPIN	3/12/2021	LES SCHWAB TIRES	ALIGNMENT - RT #155	603-5500-600.400.000	85.00
GEORGE SIPIN	3/12/2021	CREATIVE BUS SALES	RETAINERS/WHEEL SEALS-STOCK	603-5500-600.250.000	1,407.39
GEORGE SIPIN	3/12/2021	MICHAEL AUTOMOTIVE CENTER	PUMP - RT #123	603-5500-600.256.000	390.55
GEORGE SIPIN	3/15/2021	LES SCHWAB TIRES	RESTOCK TIRES	603-5500-600.256.000	917.12
GEORGE SIPIN	3/15/2021	FRONTIER FASTENER	NUTS/SCREWS - STOCK	603-5500-600.250.000	71.04
GEORGE SIPIN	3/15/2021	NAPA AUTO PARTS	HOSE CONNECTOR TEE-RT #121	603-5500-600.256.000	9.96
GEORGE SIPIN	3/16/2021	O'REILLY AUTO PARTS	ONLINE TECH TRAINING -CA316	603-5500-600.400.000	39.99
GEORGE SIPIN	3/17/2021	O'REILLY AUTO PARTS	BELTS/HEADLIGHTS FOR ARBOC'S	603-5500-600.256.000	291.96
GEORGE SIPIN	3/17/2021	ALL AMERICAN GLASS	REPAIR WINDSHIELD - RT #176	603-5500-600.400.000	75.00
GEORGE SIPIN	3/17/2021	WALMART	SIM CARD FOR CAMERA - RT#226	603-5500-600.250.000	42.28
GEORGE SIPIN	3/18/2021	BUS PARTS WAREHOUSE	RAMPS W/LIFT FOR ARBOC'S	603-5500-600.256.000	817.09
GEORGE SIPIN	3/18/2021	JORGENSEN COMPANY	FIRE EXT MAINTENANCE	603-5500-600.400.000	406.01
GEORGE SIPIN	3/18/2021	JORGENSEN COMPANY	REFILL FIRST AID KITS	603-5500-600.400.000	335.73
GEORGE SIPIN	3/18/2021	FLEET PRIDE	REAR AIRBAGS FOR ARBOC'S	603-5500-600.256.000	1,138.99
GEORGE SIPIN	3/18/2021	AVS	AIR LIFT DOMINATOR BAG	603-5500-600.256.000	545.88
GEORGE SIPIN	3/18/2021	NAPA AUTO PARTS	NITRILE GLOVES/COOLANT-STOCK	603-5500-600.250.000	324.86
GEORGE SIPIN	3/18/2021	MICHAEL AUTOMOTIVE CENTER	PUMP - RT #131	603-5500-600.256.000	390.55
GEORGE SIPIN	3/18/2021	KINGSBURG SINCLAIR	PROPANE FOR SHOP HEATERS	603-5500-600.250.000	192.26
GEORGE SIPIN	3/19/2021	NAPA AUTO PARTS	STEERING ARM - STOCK	603-5500-600.256.000	(118.19
GEORGE SIPIN	3/19/2021	O'REILLY AUTO PARTS	BRAKE BLEEDER	603-5500-600.250.000	(21.67
GEORGE SIPIN	3/19/2021	NAPA AUTO PARTS	MASTER CYLINDER BLEEDER KIT	603-5500-600.250.000	7.58
GEORGE SIPIN	3/19/2021	O'REILLY AUTO PARTS	BRAKE FLUID/BLEEDERS	603-5500-600.250.000	52.00
GEORGE SIPIN	3/19/2021	O'REILLY AUTO PARTS	BLEEDER KIT	603-5500-600.250.000	11.70
GEORGE SIPIN	3/19/2021	MICHAEL AUTOMOTIVE CENTER	BOOSTER/PUMP - RT #131 INV \$663.82/CRDT \$390.55	603-5500-600.256.000	273.27
JOHNNIE CERDA	2/23/2021	GALLS	POLICE EQUIPMENT	100-2200-600.250.000	1,207.76
JOHNNIE CERDA	2/24/2021	76-SEI	FUEL, PUMPS DOWN	701-9200-600.257.000	46.83
JOHNNIE CERDA	2/25/2021	76-SEI	FUEL, PUMPS DOWN	701-9200-600.257.000	30.00
JOHNNIE CERDA	2/25/2021	76-SEI	FUEL, PUMPS DOWN	701-9200-600.257.000	46.25
JOHNNIE CERDA	2/26/2021			701-9200-600.257.000	
	2/20/2021	Apri	I 19, 2021 Council Packet	101-3200-000.231.000	5 <sup>36.29</sup>

	TRANSACTION				
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
JOHNNIE CERDA	2/26/2021	76-SEI	FUEL, PUMPS DOWN	701-9200-600.257.000	76.06
JOHNNIE CERDA	3/2/2021	76-SEI	FUEL, PUMPS DOWN	701-9200-600.257.000	34.28
JOHNNIE CERDA	3/2/2021	76-SEI	FUEL, PUMPS DOWN	701-9200-600.257.000	80.08
JOHNNIE CERDA	3/2/2021	76-SEI	FUEL, PUMPS DOWN	701-9200-600.257.000	77.00
JOHNNIE CERDA	3/2/2021	76-DBA	FUEL, PUMPS DOWN	701-9200-600.257.000	30.76
JOHNNIE CERDA	3/2/2021	76-DBA	FUEL, PUMPS DOWN	701-9200-600.257.000	27.95
JOHNNIE CERDA	3/2/2021	76-DBA	FUEL, PUMPS DOWN	701-9200-600.257.000	29.20
JOHNNIE CERDA	3/2/2021	76 DBA	FUEL, PUMPS DOWN	701-9200-600.257.000	35.00
JOHNNIE CERDA	3/2/2021	76-DBA	FUEL, PUMPS DOWN	701-9200-600.257.000	17.71
JOHNNIE CERDA	3/3/2021	76-DBA	FUEL, PUMPS DOWN	701-9200-600.257.000	46.40
JOHNNIE CERDA	3/3/2021	76-DBA	FUEL, PUMPS DOWN	701-9200-600.257.000	22.00
JOHNNIE CERDA	3/4/2021	A FOOD MAT MARYSVILLE	FUEL FOR K9 TRAINING	701-9200.600.257.000	53.06
JOHNNIE CERDA	3/10/2021	ENTENMANN-ROVIN CO.	<b>REVOLVING ACCOUNT, JOHNNIE CERDA</b>	100-0000-123.010.000	181.33
JOHNNIE CERDA	3/11/2021	ACTIVEDOGS.COM LLC	WATER BOWL FOR K9 PATROL UNIT	100-2200-600.250.000	79.45
JOHNNIE CERDA	3/12/2021	GALL'S	POLICE EQUIPMENT- PEPPER SPRAY	100-2200-600.250.000	215.48
JOSEPH GOMEZ	2/25/2021	FLORAL PLAZA	FUEL FOR VEHICLE	701-9200-600.257.000	30.00
JOSEPH GOMEZ	3/1/2021	UNION 76	FUEL FOR VEHICLE	701-9200-600.257.000	52.31
JOSEPH GOMEZ	3/2/2021	UNION 76	FUEL FOR VEHICLE	701-9200-600.257.000	38.53
JOSEPH GOMEZ	3/2/2021	UNION 76	FUEL FOR VEHICLE	701-9200-600.257.000	50.11
IOSEPH GOMEZ	3/3/2021	UNION 76	FUEL FOR VEHICLE	701-9200-600.257.000	45.14
IOSEPH GOMEZ	3/19/2021	OFFICE MAX	PHOTOS FOR INVESTIGATION	100-2300-600.250.000	2.61
IUSTIN HOLT	2/23/2021	76 GAS STATION	FUEL FOR OFFICER PEARCE (UNIT 189)	701-9200-600.257.000	15.65
JUSTIN HOLT	2/23/2021	76 GAS STATION	FUEL FOR OFFICER SALAS (UNIT 193)	701-9200-600.257.000	34.48
JUSTIN HOLT	2/23/2021	76 GAS STATION	FUEL FOR OFFICER VILLALOBOS (UNIT 191)	701-9200-600.257.000	43.46
JUSTIN HOLT	2/23/2021	76 GAS STATION	FUEL FOR CSO MONTESINOS (UNIT 180)	701-9200-600.257.000	41.00
JUSTIN HOLT	2/23/2021	76 GAS STATION	FUEL FOR OFFICER CHACON (UNIT 1000)	701-9200-600.257.000	50.00
JUSTIN HOLT	2/23/2021	76 GAS STATION	FUEL FOR SGT. HOLT (UNIT 1002)	701-9200-600.257.000	42.29
JUSTIN HOLT	2/23/2021	76 GAS STATION	FUEL FOR OFFICER CARRILLO (UNIT 199)	701-9200-600.257.000	30.00
JUSTIN HOLT	2/23/2021	76 GAS STATION	FUEL FOR OFFICER GONZALES (UNIT 133)	701-9200-600.257.000	27.57
JUSTIN HOLT	2/23/2021	76 GAS STATION	FUEL FOR OFFICER AYALA (UNIT 196)	701-9200-600.257.000	31.85
JUSTIN HOLT	2/23/2021	76 GAS STATION	FUEL FOR OFFICER PUMAREJO (UNIT 198)	701-9200-600.257.000	24.00
	2/23/2021		FUEL FOR OFFICER FORMAREJO (UNIT 197)		
JUSTIN HOLT		76 GAS STATION	, , , , , , , , , , , , , , , , , , ,	701-9200-600.257.000	44.00
JUSTIN HOLT	2/23/2021	76 GAS STATION	FUEL FOR OFFICER Rodriguez (UNIT 183)	701-9200-600.257.000	36.51
JUSTIN HOLT	2/27/2021	76 GAS STATION	FUEL FOR SGT. HOLT (UNIT 1002)	701-9200-600.257.000	30.00
IUSTIN HOLT	2/27/2021	76 GAS STATION	FUEL FOR OFFICER CHACON (UNIT 1000)	701-9200-600.257.000	28.75
	2/27/2021	76 GAS STATION	FUEL FOR OFFICER CARRILLO (UNIT 199)	701-9200-600.257.000	39.00
IUSTIN HOLT	2/27/2021	76 GAS STATION	FUEL FOR OFFICER VILLALOBOS (UNIT 191)	701-9200-600.257.000	40.00
IUSTIN HOLT	2/27/2021	76 GAS STATION	FUEL FOR OFFICER SALAS (UNIT 193)	701-9200-600.257.000	50.00
JUSTIN HOLT	2/27/2021	76 GAS STATION	FUEL FOR OFFICER PUMAREJO (UNIT 197)	701-9200-600.257.000	20.00
	2/27/2021	76 GAS STATION	FUEL FOR OFFICER ESQUIBEL (UNIT 198)	701-9200-600.257.000	41.52
JUSTIN HOLT	2/27/2021	76 GAS STATION	FUEL FOR OFFICER MALDONADO	701-9200-600.257.000	30.00
JUSTIN HOLT	2/27/2021	76 GAS STATION	FUEL FOR OFFICER CHACON (UNIT 1000)	701-9200-600.257.000	30.00
IUSTIN HOLT	2/28/2021	76 GAS STATION	FUEL FOR OFFICER SALAS (UNIT 193)	701-9200-600.257.000	20.00
JUSTIN HOLT	2/28/2021	76 GAS STATION	FUEL FOR CSO MONTESINOS (UNIT 180)	701-9200-600.257.000	27.00
JUSTIN HOLT	2/28/2021	76 GAS STATION	FUEL FOR SGT. HOLT (UNIT 1002)	701-9200-600.257.000	30.00
JUSTIN HOLT	2/28/2021	76 GAS STATION	April 159, 2029 Council Packet 190)	701-9200-600.257.000	58 <sup>0.00</sup>

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
JUSTIN HOLT	2/28/2021	76 GAS STATION	FUEL FOR OFFICER VILLALOBOS (UNIT 191)		40.00
JUSTIN HOLT	2/28/2021	76 GAS STATION 76 GAS STATION	FUEL FOR OFFICER VILLALOBOS (UNIT 191)	701-9200-600.257.000 701-9200-600.257.000	28.97
JUSTIN HOLT	2/28/2021	76 GAS STATION	FUEL FOR OFFICER PUMAREJO (UNIT 197)	701-9200-600.257.000	30.00
JUSTIN HOLT	2/28/2021	76 GAS STATION	FUEL FOR OFFICER GORMAN (UNIT 195)	701-9200-600.257.000	40.00
JUSTIN HOLT	2/28/2021	76 GAS STATION	FUEL FOR OFFICER RODRIGUEZ (UNIT 183)	701-9200-600.257.000	40.00
JUSTIN HOLT	2/28/2021	76 GAS STATION	FUEL FOR OFFICER ESQUIBEL (UNIT 198)	701-9200-600.257.000	45.15
JUSTIN HOLT	3/1/2021	76 GAS STATION	FUEL FOR SGT. HOLT (1002), OFFICER CHACON(1000), OFFICER VILLALOBOS(191)	701-9200-600.257.000	125.00
JUSTIN HOLT					
	3/1/2021	76 GAS STATION	FUEL FOR OFFICER SALAS (193),OFFICER CARRILLO (199) FUEL FOR SGT. HOLT(1002), OFFICER RODRIGUEZ(),	701-9200-600.257.000	86.21
JUSTIN HOLT			OFFICER GORMAN(195), OFFICER AYALA(196), OFFICER		
	3/1/2021	76 GAS STATION	GONZALES(187)	701-9200-600.257.000	150.00
JUSTIN HOLT	3/1/2021	76 GAS STATION	FUEL FOR OFFICER ESQUIBEL, OFFICER PUMAREJO	701-9200-600.257.000	64.88
JUSTIN HOLT	3/3/2021	76 GAS STATION	FUEL FOR SGT. HOLT(1002), OFFICER BEJARANO ()	701-9200-600.257.000	68.64
JUSTIN HOLT	3/15/2021	TRAFFIC SAFETY STORE	FLARES FOR PATROL UNITS	100-2200-600.250.000	480.26
KELLI TELLEZ	2/24/2021	COLLEGE OF THE SEQUOIAS	CLASS FOR ALBERT RODRIGUEZ	100-2525-610.915.000	80.00
KELLI TELLEZ	3/11/2021	AMAZON	TRASH BAGS - OFFICE SUPPLIES	100-1600-600.250.000	20.60
KELLI TELLEZ	3/12/2021	GALLS	GLOVES	100-2550-600.250.000	221.90
KELLI TELLEZ	3/14/2021	AMAZON	ENVELOPES - OFFICE SUPPLIES	100-1600-600.250.000	10.84
MIKAL KIRCHNER	2/25/2021	76 STATION	FUEL CITY CAR -SELMA UNIFIED PUMPS DOWN	100-4700-600.250.000	10.00
MIKAL KIRCHNER	2/25/2021	DOLLAR TREE	UNITED HEALTH COVID TESTING TIMERS, WATER	100-4100-600.250.000	21.35
NESTOR GALVAN	3/16/2020	O'REILLY AUTO PARTS	CORE RETURN	701-9200-600.256.000	(18.00
NESTOR GALVAN	2/22/2021	FAST UNDERCAR	BRAKE PADS - UNIT #194	701-9200-600.256.000	73.51
NESTOR GALVAN	2/22/2021	FAST UNDERCAR	BRAKE PADS - UNIT #192	701-9200-600.256.000	73.51
NESTOR GALVAN	2/22/2021	CAMACHO TIRES	TIRE REPAIR UNIT #199	701-9200-600.255.000	20.00
NESTOR GALVAN	2/23/2021	TIFCO INDUSTRIES	PVC WIRE/PLAY WHEEL-STOCK	701-9200-600.256.000	252.66
NESTOR GALVAN	2/23/2021	FORTNER'S TOWING	TOW UNIT#313 SENIOR CTR TO YARD	701-9200-600.458.000	80.00
NESTOR GALVAN	2/23/2021	O'REILLY AUTO PARTS	STARTER - UNIT #313	701-9200-600.256.000	185.36
NESTOR GALVAN	2/23/2021	A-OKAY AUTO BODY SHOP	DOOR PANEL - UNIT #198	701-9200-600.457.000	2,000.00
NESTOR GALVAN	2/23/2021	O'REILLY AUTO PARTS	OIL/AIR FILTER - UNIT #230	701-9200-600.256.000	18.30
	2/24/2021	FAST UNDERCAR	FRONT ROTORS - UNIT #230	701-9200-600.256.000	252.97
NESTOR GALVAN NESTOR GALVAN	2/24/2021 2/25/2021			701-9200-600.257.000	55.93
		76 STATION	FUEL UNIT #804		
NESTOR GALVAN	2/25/2021	76 STATION	FUEL UNIT #3208	701-9200-600.257.000	29.60
NESTOR GALVAN	2/25/2021	76 STATION	FUEL UNIT #3205	701-9200-600.257.000	29.60
NESTOR GALVAN	2/25/2021	76 STATION	FUEL UNIT #3206	701-9200-600.257.000	9.87
NESTOR GALVAN	2/25/2021	76 STATION	FUEL UNIT #3206	701-9200-600.257.000	16.82
NESTOR GALVAN	2/25/2021	76 STATION	FUEL UNIT #1006	701-9200-600.257.000	66.04
NESTOR GALVAN	2/25/2021	LES SCHWAB TIRES	TIRES - UNIT #8511	701-9200-600.255.000	3,336.65
NESTOR GALVAN	2/25/2021	CAMACHO TIRES	TIRES - UNIT #227	701-9200-600.255.000	490.00
NESTOR GALVAN	2/25/2021	NAPA AUTO PARTS		701-9200-600.400.000	338.00
NESTOR GALVAN	2/26/2021	73 STATION	FUEL - UNIT #804	701-9200-600.257.000	87.54
NESTOR GALVAN	2/26/2021	NAPA AUTO PARTS	SILICONE SPRAY - STOCK	701-9200-600.254.000	12.01
NESTOR GALVAN	3/1/2021	76 STATION	FUEL - UNIT #721	701-9200-600.257.000	95.28
NESTOR GALVAN	3/1/2021	NAPA AUTO PARTS	GROMMET KIT/LAMP - UNIT #719	701-9200-600.256.000	89.82
NESTOR GALVAN	3/2/2021	O'REILLY AUTO PARTS	April 19, 2021 Council Packet	701-9200-600.250.000	<b>59</b> <sup>25.99</sup>

	TRANSACTION DATE				
					AMOUNT
NESTOR GALVAN	3/2/2021	O'REILLY AUTO PARTS	CONNECTOR - UNIT #719	701-9200.600.256.000	34.70
NESTOR GALVAN	3/2/2021	TORRES TINTING	TINT WINDOWS - UNIT #729	701-9200-600.400.000	150.00
NESTOR GALVAN	3/2/2021		TIRES- UNIT #1005	701-9200-600.255.000	620.00
NESTOR GALVAN	3/2/2021	CAMACHO TIRES	TIRES - UNIT 3187	701-9200-600.255.000	310.00
NESTOR GALVAN	3/3/2021	76 STATION	FUEL - UNIT #717	701-9200-600.257.000	62.66
NESTOR GALVAN	3/3/2021	76 STATION	FUEL - UNIT #804	701-9200-600.257.000	110.54
NESTOR GALVAN	3/3/2021	76 STATION	FUEL - UNIT #1006	701-9200-600.257.000	72.42
NESTOR GALVAN	3/3/2021	76 STATION	FUEL - UNIT #720	701-9200-600.257.000	74.95
NESTOR GALVAN	3/3/2021	O'REILLY AUTO PARTS	SPARK PLUGS/MANIFOLD SET-UNIT #183	701-9200-600.256.000	43.94
NESTOR GALVAN	3/3/2021	A-OKAY AUTO BODY SHOP	REPAIR REAR DOOR - UNIT #185	701-9200-600.457.000	611.88
NESTOR GALVAN	3/3/2021	TORRES TINTING	TINT WINDOWS - UNIT #180 & #181	701-9200-600.400.000	240.00
NESTOR GALVAN	3/4/2021	GODINEZ AUTO BODY & SERVICES	INSTALL WINDSHIELD TRIM	701-9200-600.457.000	192.40
NESTOR GALVAN	3/4/2021	O'REILLY AUTO PARTS	TORQUE STRUT - UNIT #190	701-9200-600.256.000	67.25
NESTOR GALVAN	3/4/2021	LES SCHWAB TIRES	TIRES - UNIT #193	701-9200-600.255.000	223.82
NESTOR GALVAN	3/4/2021	LES SCHWAB TIRES	TIRES - UNIT #183	701-9200-600.255.000	418.37
NESTOR GALVAN	3/4/2021	FAST UNDERCAR	ROTORS/PADS - UNIT #190	701-9200-600.256.000	268.37
NESTOR GALVAN	3/4/2021	NELSON'S POWER CENTER	SERVICE TRIMMERS 4313,4302,4203,4301	701-9200.600.375.000	801.50
NESTOR GALVAN	3/4/2021	NAPA AUTO PARTS	FUSE HOLDER - UNIT #4401	701-9200-600.256.000	4.58
NESTOR GALVAN	3/4/2021	FAHRNEY FORD	LOF - UNIT #1007	701-9200-600.457.000	57.54
NESTOR GALVAN	3/5/2021	ASE	ASE TRAINING	701-9200-600.458.000	128.00
NESTOR GALVAN	3/8/2021	LES SCHWAB TIRES	TIRES - UNIT #186	701-9200-600.255.000	576.86
NESTOR GALVAN	3/9/2021	O'REILLY AUTO PARTS	GAS CAN - UNIT #806	701-9200-600.250.000	26.03
NESTOR GALVAN	3/9/2021	O'REILLY AUTO PARTS	TIMING TOOL	701-9200-600.305.000	65.07
NESTOR GALVAN	3/9/2021	COOKS COMMUNICATIONS	UPDATE RADIO FILMWARE-UNIT #180	701-9200-600.400.000	125.00
NESTOR GALVAN	3/9/2021	NELSON'S ACE HARDWARE	CHAIN COILS	701-9200-600.256.000	93.58
NESTOR GALVAN	3/9/2021	NELSON'S ACE HARDWARE	5 GALLON DISPENSER	701-9200-600.250.000	51.23
NESTOR GALVAN	3/9/2021	NELSON'S ACE HARDWARE	BATTERY FOR TIRE PRESSURE TOOL	701-9200-600.250.000	10.84
NESTOR GALVAN	3/9/2021	LES SCHWAB TIRES	TIRES - UNIT #190	701-9200-600.255.000	528.36
NESTOR GALVAN	3/10/2021	NAPA AUTO PARTS	DASH CONTROL/HARDWARE KIT-UNIT #8510	701-9200-600.256.000	254.15
NESTOR GALVAN	3/10/2021	FAHRNEY FORD	PANEL- UNIT #184	701-9200-600.256.000	698.58
NESTOR GALVAN	3/10/2021	FAST UNDERCAR	PADS - UNIT #194	701-9200-600.256.000	73.51
NESTOR GALVAN	3/10/2021	COOKS COMMUNICATIONS	FED SIG REPLACEMENT-UNIT #193	701-9200-600.256.000	195.00
NESTOR GALVAN	3/11/2021	ISAAC'S AUTOMOTIVE REPAIR	REPLACE CAM SENSOR - UNIT #915	701-9200-600.457.000	386.06
NESTOR GALVAN	3/11/2021	FAST UNDERCAR	PADS/ROTORS - UNIT #189	701-9200-600.256.000	268.37
NESTOR GALVAN	3/11/2021	FAST UNDERCAR	PADS/ROTORS - UNIT #190	701-9200-600.256.000	339.99
NESTOR GALVAN	3/11/2021	FAST UNDERCAR	PADS/ROTORS - UNIT #190 PADS/ROTORS - UNIT #184	701-9200-600.256.000	268.37
NESTOR GALVAN	3/11/2021	FAST UNDERCAR	CALIPER - UNIT #184	701-9200-600.256.000	208.37
NESTOR GALVAN	3/12/2021	4 WHEEL PARTS	RUNNING BOARDS - UNIT #729 OIL FILTERS - STOCK	701-9200-600.256.000	250.49
NESTOR GALVAN	3/13/2021			701-9200-600.256.000	110.48
NESTOR GALVAN	3/15/2021		LIGHTS BULBS - STOCK	701-9200-600.256.000	39.03
NESTOR GALVAN	3/15/2021		TIRE REPAIR - UNIT #1000	701-9200-600.255.000	20.00
NESTOR GALVAN	3/15/2021			701-9200-600.457.000	2,339.08
NESTOR GALVAN	3/16/2021	CAMACHO TIRES		701-9200-600.255.000	70.00
NESTOR GALVAN	3/16/2021	TIFCO INDUSTRIES		701-9200-600.250.000	740.62
NESTOR GALVAN	3/16/2021	O'REILLY AUTO PARTS	BATTERY - UNIT #232	701-9200-600.256.000	172.88
NESTOR GALVAN	3/16/2021	FAHRNEY FORD	I 19, 2021 Council Packet	701-9200-600.457.000	60 <sup>782.84</sup>

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
NESTOR GALVAN	3/17/2021	O'REILLY AUTO PARTS	PIN BOOT KITS - STOCK	701-9200-600.256.000	20.35
NESTOR GALVAN	3/17/2021	O'REILLY AUTO PARTS	STARTER - UNIT #228	701-9200-600.256.000	197.22
NESTOR GALVAN	3/17/2021	FAST UNDERCAR	STARTER MOTOR ASSEMBLY-UNIT #228	701-9200-600.256.000	341.49
NESTOR GALVAN	3/17/2021	NELSON'S POWER CENTER	PULLEY IDLER - UNIT #3205	701-9200-600.256.000	305.47
NESTOR GALVAN	3/17/2021	NELSON'S POWER CENTER	SERVICE EDGERS-UNIT #4403,4408,4401	701-9200-600.457.000	979.98
NESTOR GALVAN	3/17/2021	NAPA AUTO PARTS	STARTER - UNIT #213	701-9200-600.256.000	(213.54
NESTOR GALVAN	3/17/2021	NAPA AUTO PARTS	STARTER - UNIT #228	701-9200-600.256.000	213.54
NESTOR GALVAN	3/18/2021	O'REILLY AUTO PARTS	STARTER - CREDIT	701-9200-600.256.000	(197.22
NESTOR GALVAN	3/18/2021	FAST UNDERCAR	CORE RETURN	701-9200-600.256.000	(112.83
NESTOR GALVAN	3/18/2021	O'REILLY AUTO PARTS	COLORMAXX PAINT - STOCK	701-9200-600.250.000	13.00
	3/19/2021	O'REILLY AUTO PARTS	AC HOSE ASSEMBLY - UNIT #176	701-9200-600.256.000	105.00
NESTOR GALVAN					
NESTOR GALVAN	3/19/2021	BETTS TRUCK PARTS & SERVICE	STEER ALIGNMENT - UNIT #1209	701-9200-600.457.000	148.34
NESTOR GALVAN	3/19/2021		TIRES - UNIT 31001	701-9200-600.255.000	310.00
NESTOR GALVAN	3/19/2021		TIRES - UNIT #199	701-9200-600.255.000	620.00
NICOLETTE ANDERSEN	2/22/2021	SIGN UP GENIUS		605-4300-600.400.000	24.99
NICOLETTE ANDERSEN	3/4/2021	AMAZON	DRIVE-IN SNACK BAR CONTAINERS	605-4300-600.250.000	15.18
NICOLETTE ANDERSEN	3/7/2021	AMAZON	DRIVE-IN SNACK BAR CONTAINERS	605-4300-600.250.000	28.18
NICOLETTE ANDERSEN	3/10/2021	AMAZON PRIME	PRIME MEMBERSHIP	605-4300-600.400.000	14.09
NICOLETTE ANDERSEN	3/10/2021	SMART AND FINAL	DRIVE-IN SNACK BAR ITEMS	605-4300-600.250.000	125.82
NICOLETTE ANDERSEN	3/10/2021	SLUSH PUPPY	DRIVE-IN ITEMS- NACHO CHEESE	605-4300-600.250.000	49.90
NICOLETTE ANDERSEN	3/13/2021	WALMART	DRIVE-IN SNACK BAR ITEMS	605-4300-600.250.000	56.79
NICOLETTE ANDERSEN	3/14/2021	FACEBOOK	DRIVE-IN ADVERTISEMENT	605-4300-600.400.000	15.00
NICOLETTE ANDERSEN	3/19/2021	THE HOME DEPOT	CLEANING SUPPLIES & ALARM BATTERIES	605-4300-600.250.000	37.11
POLICE DEPT NO 1	3/3/2021	76-SEI	FUEL, PUMPS DOWN	701-9200-600.257.000	50.00
POLICE DEPT NO 1	3/3/2021	76-DBA CAL	FUEL, PUMPS DOWN	701-9200-600.257.000	42.37
POLICE DEPT NO 1	3/3/2021	76-DBA CAL	FUEL, PUMPS DOWN	701-9200-600.257.000	36.95
POLICE DEPT NO 1	3/3/2021	76-DBA CAL	FUEL, PUMPS DOWN	701-9200-600.257.000	41.19
POLICE DEPT NO 1	3/3/2021	OXFORD SUITES	ROOM FOR OFC GORMAN AT K9 TRAINING	100-2200-610.915.000	100.98
POLICE DEPT NO 1	3/3/2021	OXFORD SUITES	ROOM FOR OFC CHACON AT K9 TRAINING	100-2200-610.915.000	100.98
POLICE DEPT NO 1	3/3/2021	OXFORD SUITES	ROOM FOR OFC MITCHELL AT K9 TRAINING	100-2200-610.915.000	100.98
POLICE DEPT NO 1	3/3/2021	OXFORD SUITES	ROOM FOR SGT CERDA AT K9 TRAINING	100-2200-610.915.000	100.98
POLICE DEPT NO 1	3/4/2021	PILOT-LODI	FUEL FOR K9 TRAINING	701-9200-600.257.000	54.01
POLICE DEPT NO 1	3/4/2021	NAGRA VALERO-VISALIA	FUEL FOR K9 UNIT	701-9200-600.257.000	40.00
POLICE DEPT NO 1	3/15/2021	PETSMART CLOVIS	K9 DOG FOOD	100-2200-600.250.000	61.53
POLICE DEPT NO 2	2/25/2021	EVENBRITE	SUPERVISOR OIS TRAINING	100-2200-610.910.000	747.00
RENE GARZA	2/17/2021	76 GAS STATION	FUEL FOR UNIT # 182 (OFFICER MENDEZ)	701-9200-600.257.000	30.00
RENE GARZA	3/2/2021	QUICK IN HANDY	FUEL FOR UNIT # 231	701-9200-600.257.000	40.36
RENE GARZA	3/19/2021	BARCODES INC	LABELS AND RIBBON (EVIDENCE SUPPLIES)	100-2200-600.250.000	391.70
REYNA RIVERA	2/26/2021	WALMART	SPECIAL COUNCIL MTG SUPPLIES	100-1100-610.920.000	32.95
REYNA RIVERA	2/26/2021	ZOOM.COM	MONTHLY WEBINAR SUBSCRIPTION COVID 19	100-1700-600.215.000	40.00
REYNA RIVERA	3/15/2021	SAL'S MEXICAN RESTAURANT	SPECIAL COUNCIL MTG SUPPLIES	100-1100-610.920.000	49.43
REYNA RIVERA	3/19/2021	ANN'S DONUTS	SPECIAL COUNCIL MTG SUPPLIES	100-1100-610.920.000	49.25
REYNA RIVERA	3/19/2021	WALMART	SPECIAL COUNCIL MTG SUPPLIES	100-1100-610.920.000	38.56
RICHARD FIGUEROA	2/22/2021	LOWE'S	DIGITAL STORAGE DEVICE	100-2200-600.250.000	43.15
RICHARD FIGUEROA	2/26/2021	76 GAS STATION	FUEL	701-9200-600.257.000	67.90
RICHARD FIGUEROA	3/3/2021	76 GAS STATION ADI	ril 1 <sup>9,1</sup> 2021 Council Packet	701-9200-600.257.000	61 <sup>45.19</sup>

	TRANSACTION	1			
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
RICHARD FIGUEROA	3/4/2021	76 GAS STATION	FUEL	701-9200-600.257.000	70.00
RICHARD FIGUEROA	3/10/2021	CENTRAL VALLEY GUNS	AR15 EQUIPMENT	100-2200-600.250.000	48.78
RICHARD FIGUEROA	3/11/2021	AMAZON.COM	AR15 EQUIPMENT	100-2200-600.250.000	40.11
RICHARD FIGUEROA	3/11/2021	CENTRAL VALLEY GUNS	AR15 EQUIPMENT	100-2200-600.250.000	173.49
RICHARD FIGUEROA	3/12/2021	AMAZON.COM	AR15 EQUIPMENT	100-2200-600.250.000	24.50
RICHARD FIGUEROA	3/18/2021	PENN TOOL CO	WEAPONS CLEARING EQUIP.	100-2200-600.250.000	969.50
RICHARD FIGUEROA	3/18/2021	CENTRAL VALLEY GUNS	AR15 EQUIPMENT & TRAINING ROUNDS	100-2200-600.250.000	493.17
ROBERT PETERSEN	2/24/2021	DICK'S SPORTING GOODS	ADJUSTABLE DUMBBELLS FOR STATIONS	111-2500-600.250.000	863.77
SHANE FERRELL	2/23/2021	LEAGUE OF CA CITIES	PUBLIC WORKS OFFICERS CONFERENCE	210-5400-610-920.000	225.00
SHANE FERRELL	2/23/2021	VALLEY SOIL & FOREST PRODUCTS	3/4 CALIFORNIA GOLD ROCK	210-5400-600.250.000	256.79
SHANE FERRELL	2/24/2021	76 GAS STATION	FUEL - UNIT #727	701-9200-600.257.000	97.00
SHANE FERRELL	3/1/2021	NELSON'S ACE HARDWARE	SUPPLIES FOR FOUNTAIN - DOG PARK	100-5300-600.250.000	34.97
SHANE FERRELL	3/1/2021	NELSON'S ACE HARDWARE	CHAIN COILS - ALL PARKS	100-5300-600.250.000	87.19
SHANE FERRELL	3/1/2021	NELSON'S ACE HARDWARE	36" PICKUP TOOLS -PARKS	100-5300-600.305.000	99.96
SHANE FERRELL	3/1/2021	NELSON'S ACE HARDWARE	KILLZALL WEED KILLER-PARKS	100-5300-600.250.000	159.98
SHANE FERRELL	3/1/2021	NELSON'S ACE HARDWARE	KILLZALL WEED KILLER-STREETS	210-5400-600.250.000	159.98
SHANE FERRELL	3/1/2021	NELSON'S ACE HARDWARE	KILLZALL WEED KILLER-LLMD	220-5300-600.250.000	159.98
SHANE FERRELL	3/1/2021	NELSON'S ACE HARDWARE	HAND WARMERS	100-5300-600.250.000	9.99
SHANE FERRELL	3/1/2021	NELSON'S ACE HARDWARE	BATTERIES FOR IRRIGATION CONTROLLERS - PARKS	100-5300-600.250.000	59.98
SHANE FERRELL	3/1/2021	RJ'S SUPER STOP	FUEL - UNIT #727	701-9200-600.257.000	100.00
SHANE FERRELL	3/5/2021	76 GAS STATION	FUEL - UNIT #727	701-9200-600.257.000	117.09
SHANE FERRELL	3/9/2021	VALVERDE TILE CO	DIAMOND BLADE FOR RINGO PARK MONUMENT	100-5300-600.250.000	52.00
SHANE FERRELL	3/18/2021	CEMEX	CEMENT- DOG PARK	100-5300-600.250.000	462.11
STEVEN MARES	2/24/2021	76 STATION	FUEL	701-9200-600.257.000	54.27
STEVEN MARES	2/25/2021	76 STATION	FUEL	701-9200-600.257.000	43.77
STEVEN MARES	2/26/2021	CIRCLE K	FUEL	701-9200-600.257.000	35.00
STEVEN MARES	2/27/2021	76 STATION	FUEL	701-9200-600.257.000	54.58
STEVEN MARES	3/5/2021	3/16/1900	FUEL	701-9200-600.257.000	85.14
STEVEN MARES	3/19/2021	HOME DEPOT	MASTER LOCKS	100-2200-600.250.000	37.87
TIM CANNON	3/2/2021	76 SELMA	FUEL	701-9200-600.257.000	51.62
					69,328.78

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

April 19, 2021

# ITEM NO: 2.

**SUBJECT:** Consideration of a Resolution Awarding the Zoning Ordinance Update Project Contract to Rincon Consultants, Inc.

**<u>RECOMMENDATION</u>** City Staff recommend that the City Council award the Zoning Ordinance Update contract to Rincon Consultants, Inc., and authorize the City Manager to execute an agreement with Rincon Consultants, Inc.

**BACKGROUND:** The City of Selma was awarded \$135,000 in SB2 grant funds to undertake an update to the City's Zoning Ordinance, which was originally established in 1961 and is currently out of compliance with several State laws concerning housing and other topics.

City staff issued a Request for Proposals (RFP) in January 2021, soliciting proposals from planning firms for a comprehensive Zoning Ordinance Update, including all applicable environmental (CEQA) review. The RFP also included a request for a separate fee proposal for optional tasks, dependent on the available budget. The optional tasks included: a) Finalizing a Downtown Overlay; b) Architectural Review Guidelines; c) Landscape Plan Guidelines; d) additional issues/needs as identified in the public outreach for the project.

The project is expected to take 12-18 months to complete, with an SB2 grant expenditure deadline of December 31, 2023.

The City received proposals from the following firms:

Firm	Proposed Fee (excluding Optional Tasks)
Rincon Consultants, Inc.	\$166,126
QK, Inc.	\$117,982
Interwest Consulting Group	\$124,796

In addition to the written proposals received from each firm, Staff conducted panel interviews over Zoom with each firm. Each firm was scored according to the scoring criteria attached to the original RFP, which included points for categories such as: Qualifications of Key Personnel (20), Approach to Providing the Requested Scope of Services (20), Price Proposal (25), Innovation/Creative Approach (20), and References (15). Following the panel interviews, two staff panelists and one external panelist scored each firm based on their written and verbal presentations. The average score for each firm were as follows:

Firm	Average Total Score
Rincon Consultants, Inc.	94.3
QK, Inc.	91.7
Interwest Consulting Group	85.3

**DISCUSSION:** As indicated by the points totals for each firm, the panel's recommendation is that the Council award the contract for this project to Rincon Consultants. The Rincon team, which entails a partnership with Mintier Harnish, was judged by the panel to have brought forth the plan with the most innovative solutions and community outreach throughout the process of crafting an updated Zoning Ordinance.

Additionally, staff recommends that the Council approve three optional tasks as part of the project budget: a) Web-based Zoning Code with enCode Plus - \$20,000; b) Architectural Review Guidelines - \$10,200 and c) Downtown Overlay Zone - \$7,000. These options will allow us to more easily integrate the new Zoning Code with our new website and upcoming GIS applications, and will also provide applicants, Staff, the Planning Commission, and the City Council with clearer standards and guidelines relating to building/project design. The Downtown Overlay Zone task would be a continuation of an existing project with Rincon which is being partially funded through the Fresno Council of Government's (COG) Circuit Planning Program, which we also anticipate receiving additional grant funding for through the Transit Oriented Development (TOD) grant program in the amount of \$7,000 which will offset the cost of this optional task.

Including the three optional tasks, the proposed total budget would total **\$203,326**. This total exceeds our SB2 and LEAP grant awards by \$36,050. Staff proposes that the difference be covered from the General Fund over the next two fiscal years (FY 21-22, 22-23). There may also be an opportunity to shift funds from our other SB2/LEAP grant project (an online permitting system), but this would depend on any savings we are able to capture during the implementation of that project.

COST:	BUDGET IMPACT:
• Not to Exceed <b>\$203,326</b>	<ul> <li>\$135,000 from SB2 grant</li> <li>\$25,276 from LEAP grant</li> <li>\$7,000 from TOD grant (expected)</li> <li>\$36,050 from General Fund <ul> <li>\$18,025 (FY 21-22) (est.)</li> <li>\$18,025 (FY 22-23) (est.)</li> </ul> </li> </ul>
FUNDING:	ON-GOING COST:
Funding Source: General Fund	• None

**<u>RECOMMENDATION</u>** City Staff recommend that the City Council award the Zoning Ordinance Update contract to Rincon Consultants, Inc., and authorize the City Manager to execute an agreement with Rincon Consultants, Inc.

/s/	04/12/2021
Fernando Santillan, Community Development Director	Date
/s/	04 /12 /2021
Teresa Gallavan, City Manager	Date

### **RESOLUTION NO. 2021-**

### A RESOLUTION OF THE CITY COUNCIL

### OF THE CITY OF SELMA

### AWARDING AGREEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENT WITH

### RINCON CONSULTANTS, INC. FOR THE SELMA ZONING ORDINANCE UPDATE

WHEREAS, the City of Selma is authorizing the City Manager to execute an agreement with Rincon Consultants, Inc. for the Selma Zoning Ordinance Update project; and

WHEREAS, the expense of this project is partially covered by the SB2 grant awarded to the City by the California Department of Housing and Community Development; and

WHEREAS, the expense of this project is partially covered by the General Fund.

**NOW, THEREFORE**, the City Council of the City of Selma does hereby resolve to award the Agreement and approve the execution thereof.

I, Reyna Rivera, City Clerk of the City of Selma, do hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the City Council of the City of Selma on the 19th day of April 2021, by the following vote, to wit:

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

Scott Robertson, Mayor

ATTEST:

Reyna Rivera

City Clerk

### CITY OF SELMA

### PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of April \_\_\_\_\_, 2021 ("Effective Date"), between the City of Selma, a municipal corporation ("City") and Rincon Consultants, Inc. ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

### RECITALS

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

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

### 1. <u>TERM</u>

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 31, 2023, unless sooner terminated pursuant to the provisions of this Agreement.

### 2. <u>SERVICES</u>

(a) Consultant shall perform the tasks ("Services") described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. The proposed work includes the Web-based Zoning Code with enCode Plus and the separate Architectural Review Guidelines options ("Scope of Services"). Tasks other than those specifically described in the Scope of Services shall not be performed without prior written approval of the City. The Services shall be performed by Consultant, unless prior written approval is first obtained from the City. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail.

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

(c) Consultant shall perform all Services in a manner consistent with best industry practices and reasonably satisfactory to the City in conformance with the standards of quality normally observed by an entity providing land use and environmental services to a municipal agency.

(d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not

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

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

### 3. MANAGEMENT

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

### 4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed One Hundred Ninety Six Thousand Three Hundred Twenty Six Dollars (\$196,326) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

(c) Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

### 5. SUSPENSION OR TERMINATION OF AGREEMENT

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

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

### 6. OWNERSHIP OF DOCUMENTS

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

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

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including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the services under this Agreement. All reports, documents, or other written material developed by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

### 7. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

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

### 8. INSURANCE

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

### 9. INDEPENDENT CONSULTANT

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

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

### 10. LEGAL RESPONSIBILITIES

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

### 11. UNDUE INFLUENCE

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

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

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

Page 5 of 18

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

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

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

### 14. NOTICES

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

To City:	City of Selma 1710 Tucker Street Selma, CA 93662 Attention: City Manager
With a Copy To:	Mary F. Lerner, City Attorney

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To Consultant:

#### 15. ASSIGNMENT

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

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

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

#### 16. <u>GOVERNING LAW/ATTORNEYS' FEES</u>

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

#### 17. ENTIRE AGREEMENT

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

#### 18. SEVERABILITY

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

#### 19. COUNTERPARTS

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

#### 20. CAPTIONS

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

#### 21. WAIVER

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

#### 22 REMEDIES

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

#### 23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

Page 8 of 18

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

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

"CITY" City of Selma "CONSULTANT"

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

Attest:

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

Approved as to form:

By: Mary F. Lerner, City Attorney

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

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# EXHIBIT A

# SCOPE OF SERVICES

Page 10 of 18

City of Selma Prepare a Zoning Ordinance Update and CEQA Documentation

# E. Fee Proposal and Schedule

#### Cost Estimate for Services

Our submitted cost estimate delineates tasks, hours and costs for all staff working on the project. Our estimated cost for the described scope above is \$166,126, as shown in the table below. This proposal shall be valid for a minimum of 180 days following submission. These costs and described scope and schedule below are fully negotiable to meet the City's available budget and timeline needed for this project. The Rincon Team looks forward to working with City staff to customize this scope and cost to achieve the needs of the City in developing a new zoning ordinance for the City.

#### RINCON CONSULTANTS, INC.

Prepare a Zoning Ordinance Update and CEQA Documentation

Cost Estimate

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#### **Proposed** Schedule

The Rincon team is prepared to begin the work program described in this proposal immediately upon authorization to proceed. As depicted on the following chart, Rincon proposes to adhere to a schedule that allows for the adoption of the Zoning Ordinance within 56 weeks, inclusive of City staff review throughout the process. This schedule is fully negotiable as well.

Phases	Schedule
Phase 1 Project Initiation and Research	6 weeks
Phase 2 Community Engagement	8 weeks/ongoing
Phase 3: Joint Study Session #1	4 weeks
Phase 4: Zoning Code Preparation	18 weeks
Phase 5: Zoning Code Report and Update	8 weeks
Phase 6: CEQA Documentation	6 weeks
Phase 7: Adoption of the Zoning Ordinance	6 weeks
Total	56 weeks

# EXHIBIT B

# RATE SCHEDULE

City of Selma Prepare a Zoning Ordinance Update and CEQA Documentation

#### Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical and Support Personnel*	Hourly Rate
Principal II	\$247
Director II	\$247
Principal I	5227
Director I	\$227
Senior Supervisor II	\$211
Supervisor I	\$201
Senior Professional II	\$180
Senior Professional I	\$165
Professional IV	\$149
Professional III	\$134
Professional II	\$118
Professional I	\$108
Associate III	\$98
Associate II	\$93
Associate I	\$84
Project Assistant	\$77
Senior GIS Specialist	\$144
GIS/CADD Specialist II	\$129
GIS/CADD Specialist I	\$115
Technical Editor	\$115
Production Specialist	\$91
Clerical	\$77

\*Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$350.

#### **Reimbursable Expenses**

Direct Cost	Rates
Photocopies - Black and White	\$0.20 (single-sided) & \$0.40 (double-sided)
Photocopies - Color	\$1.50 (single-sided) & \$3.00 (double-sided)
Photocopies - 11 x 17	\$0.50 (B&W) & \$3.30 (color)
Oversized Maps	\$8.00/square foot
Digital Production	\$15/disc and \$20/flash drive
Light-Duty and Passenger Vehicles*	\$85/day
4WD and Off-Road Vehicles*	\$135/day
* \$0.65/mile for mileage over 50 and for a	Il miles incurred in employee-owned vehicles.

Other direct costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 10%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment and vehicles other than covered by the above charges.

Payment Terms. All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within 10 days from receipt.

Equipment	Day Rat
Environmental Site Assessment	
Soil Vapor Extraction Monitoring Equipment	\$144
Four Gas Monitor	\$124
Flame Ionization Detector	\$100
Photo Ionization Detector	\$75
Hand Auger Sampler	\$57
Water Level Indicator, DC Purge Pump	\$41
Natural Resources Field Equipment	
UAS Drone	\$250
Spotting or Fiberoptic Scope	\$155
Pettersson Bat Ultrasound Detector/Recording Equipment	\$155
Sound Level Metering Field Package (Anemometer, Tripod and Digital Camera)	\$103
GPS (Sub-meter Accuracy)	\$60
Infrared Sensor Digital Camera or Computer Field Equipment	\$52
Scent Station	521
Laser Rangefinder/Altitude	\$10
Pit-fall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	\$8
Mammal Trap, Large/Small	\$1.50/\$0.50
Water and Marine Resources Equipment	
Boat (26 ft. Radon or Similar)	\$565
Boat (20 ft. Boston Whaler or Similar)	\$310
Multi Parameter Sonde (Temp, Cond, Turbidity, DO, pH) with GPS	\$155
Water Quality Equipment (DO, pH, Turbidity, Refractometer, Temperature)	\$57
Refractometer (Salinity) or Turbidity Meter	\$35
Large Block Nets	\$103
Minnow Trap	\$88
Net, Hand/Large Seine	\$10/\$50
Field Equipment Packages	State of the second
Standard Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet, Safety	\$100
Equipment, and Botanic Collecting Equipment)	
Remote Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet and Mifi,	\$130
Delorme Satellite Beacon, 24-Hour Safety Phone)	
Amphibian/Vernal Pool Field Package (Digital Camera, GPS, Thermometer, Decon	\$155
Chlorine, Waders, Float Tube, Hand Net, Field Microscope)	
Fisheries Equipment Package (Waders, Wetsuits, Dip Nets, Seine Nets, Bubblers,	\$52
Buckets)	
Underwater and Marine Sampling Gear (U/W Photo/Video Camera, Scuba Equipment	\$50/diver
(Tanks, BCD, Regulators, Wetsuits, etc.)	
Marine Field Package (PFDs – Personal Flotation Devices, 100-foot Reel Tapes with	\$50
Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer,	
Anemometer, Various Field Guides)	Sand States and States
Insurance, Hazard and Safety Fees	La sue frances
L&H Dive Insurance	\$50/diver
Level C Health and Safety	\$60 person

#### EXHIBIT C

#### INSURANCE REQUIREMENTS

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

**General liability insurance.** Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000.00 per occurrence, \$4,000,000.00 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$2,000,000.00 combined single limit for each accident.

**Professional liability (errors & omissions) insurance.** Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$2,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

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

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

**Duration of coverage.** Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to

Page 16 of 18

contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ITEM NO: 3.

SUBJECT: Council request to discuss workforce development for local Selma businesses

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

#### DISCUSSION:

Council member Guerra requested staff to evaluate ways in which the City in conjunction with its workforce development partners can support local businesses with their hiring needs and look at the potential to host a job fair for residents and businesses this spring.

Staff will be providing a verbal presentation.

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

/s/	04/12/2021
Tracy Tosta, Administrative Analyst	Date
/s/	04/12/2021
Teresa Gallavan, City Manager	Date

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

April 19, 2021

# ITEM NO: 4.

SUBJECT: Consideration of Deferred Improvements Agreement with Hye, LLC to Secure Improvements to Underground Utilities for the American Tire Depot Project

**<u>RECOMMENDATION</u>**: Approve Deferred Improvements Agreement and authorize City Manager to Execute Deferred Improvements Agreement with Hye, LLC for the American Tire Depot project to secure underground utilities installation.

**DISCUSSION:** The American Tire Depot project is located at 2521 Whitson Avenue. This project was approved by Planning Commission Resolution 2013-0015. As a condition of that resolution, all utilities were to be underground. This includes the PG&E lines that are located on the project parcel number 388-041-35 and suspended across Whitson Ave.

The building is currently ready to be approved by the Building Department and open for business but the Rule 20 Undergrounding Program for PG&E is taking some time to complete. In order to assist the development so they can move forward, Staff has requested an agreement with conditions that allow the developer to begin operation but secure the improvement in the amount of \$175,000. This agreement gives the developer one year from execution of agreement to complete the work required.

**<u>RECOMMENDATION</u>**: Approve Agreement and authorize City Manager to Execute Development Agreement with Hye, LLC for the American Tire Depot project to secure undergrounding of utilities.

/s/	04/14/2021
Isaac Moreno, Assistant City Manager	Date
/s/	04/14/2021
Teresa Gallavan, City Manager	Date

#### DEFERRED IMPROVEMENTS AGREEMENT

This Deferred Improvements Agreement ("Agreement") is entered into as of April 19, 2021 ("Effective Date") between the City of Selma, a California municipal corporation and general law city ("City") and HYE, LLC, ("Developer").

#### RECITALS

WHEREAS, Developer has submitted an application on August 15, 2013 for a project on parcels 388-040-33 and 388-040-34. These parcels where later merged into parcel 388-040-35. The application consisted of a 4,699 square foot tire shop called American Tire Depot. The American Tire Depot is hereinafter referred to as the "Project"; and,

WHEREAS, in conjunction with the Project, on October 8, 2013, the Planning Commission of the City of Selma adopted Resolution 2013-0015 with conditions of approval.

WHEREAS, Resolution 2013-0015 includes a condition to underground utility lines from their project across Whitson Avenue.

WHEREAS, City and Developer desire to defer the requirement for the undergrounding utility lines from their project across Whitson Avenue subject to the terms and conditions of this Agreement.

#### AGREEMENT

#### Section 1. Recitals.

The foregoing recitals are true and correct and are expressly made a part of this Agreement for Deferred Improvements Agreement.

#### Section 2. Improvements to be Constructed.

(A) Pursuant to Resolution No. 2013-0015, Developer is required to: "Underground utilities across Whitson Ave." hereafter "Deferred Improvements."

(B) The current estimated cost of constructing the Deferred Improvements is \$175,000.

(C) All such improvements shall be constructed in accordance with the City's design standards and ordinances or as may be approved in writing by the City Engineer. Upon completion Developer shall furnish City with a complete and reproducible set of final asbuilt plans of the improvements, including any authorized modifications.

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## Section 3. Time for Construction of Improvements.

Developer agrees that Developer or his successors in interest will within one year of the date of this Agreement, complete construction or installation of the above-described work for which temporary deferment is granted.

## Section 4. Improvement Plans and Fees.

Developer shall submit improvement plans for the Deferred Improvements, prepared by a registered civil engineer, to the City Engineer for approval in sufficient time to complete construction or installation of the Deferred Improvements as provided in Section 3 of this Agreement. Developer will pay all applicable fees.

## Section 5. Security.

(A) Upon execution of this Agreement, Developer shall furnish City with all the following security in the forms specified in Government Code sections 66499.1 and 66499.2 or in a form satisfactory to the City Attorney if different from such Government Code forms:

(1) Faithful Performance. Either a cash deposit, a corporate surety bond issued by a company duly and legally licensed to conduct a general surety business in the State of California, or an instrument of credit equivalent to one hundred percent (100%) of the estimate set forth in Section 2(B) above and sufficient to assure City that the Deferred Improvements will be satisfactorily completed.

(2) Labor and Materials. Either a cash deposit, a corporate surety bond issued by a company duly and legally licensed to conduct a general surety business in the State of California, or an instrument of credit equivalent to one hundred percent (100%) of the estimate set forth in Section 2(B) above and sufficient to assure City that Developer's contractors, subcontractors, and other persons furnishing labor, materials, or equipment shall be paid therefor.

(B) City shall be the sole indemnitee named on any instrument required by this Agreement. Any instrument or deposit required herein shall conform to the provisions of Chapter 5 of the Subdivision Map Act (Government Code sections 66499-99499.10), except as may be otherwise approved by the City Attorney.

(C) Lien. To secure the timely performance of Developer's obligations under this Agreement, Developer hereby creates in favor of City a lien against all portions of the Property not dedicated to the City or other governmental entity for a public purpose. As to Developer's default on those obligations for which security has been provided as set forth above, City shall first attempt to collect against such security prior to exercising its rights as a contract lienholder under this section.

#### Section 6. Indemnification and Insurance Required.

(A) Developer shall indemnify, defend and hold harmless the City and its Council, boards, commissions, officers, officials, employees and agents from any and all loss, liability, costs and damages (whether in contract, statute, tort or strict liability, including without limitation death at any time, personal injury or property damage), and from any and all suits and claims in law or equity (including attorneys' fees, court costs and legal expenses), arising directly or indirectly out of or in any way connected with (i) any act, error or omission at any time of Developer its contractor(s), subcontractors or any of their respective, employees, agents or representatives in performing work under this Agreement. This paragraph will apply to the greatest extent allowed by law, but will not apply to, and Developer shall not be responsible for, any loss, liability, costs, damages, suits or claims caused solely by the active negligence or willful misconduct of the City its officials, officers or employees acting within the scope of their authority.

Prior to the commencement of work under this Agreement, Developer shall obtain (B) or cause to be obtained and filed with the City, all insurance required by City as set forth in its standard insurance requirements at the time such work is to commence, and such insurance must be approved by the Finance Director of City, or his or her designee, as to form, amount, and carrier. Prior to the commencement of work under this Agreement, Developer, at its own cost and expense, shall also procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Developer and its agents, representatives, employees, and subcontractors. Developer shall provide proof satisfactory to City of such insurance that meets the requirements of this First Amendment to Agreement and under forms and amounts of insurance satisfactory in all respects to City. Developer shall maintain in full force and effect the insurance coverage in the forms and amounts specified by City throughout the term of the work to be completed, until final completion and acceptance of the Improvements by the City. Developer shall not allow any work to commence until Developer has obtained all insurance required by this Agreement and has provided evidence thereof to City.

(C) The City may approve a variation in the insurance requirements, upon a determination that the coverages, scope, limits, and forms of such insurance are either not commercially available, or that City's interests are otherwise fully protected.

Coverage

Limits

Workers Compensation

Statutory

Comprehensive General Liability,

including or separately insuring

liability assumed by contract

Bodily Injury

\$ 500,000 per person\$1,000,000 per occurrence

Property Damage \$ 250,000 per occurrence

(i) Notice of Reduction in Coverage. In the event that any coverage required by this Section 6 is reduced, limited, or materially affected in any other manner, Developer shall provide written notice to City as Developer's early as practicable and in no case later than five (5) days after Developer is notified of such change in coverage.

(ii) Failure to Maintain Insurance. Throughout the term of the work to be completed pursuant to this Agreement, and until final completion and acceptance of the work by City, Developer shall maintain in full force and effect insurance coverage in the forms and amounts required by this Agreement.

(iii) Workers' Compensation and Employers Liability Coverage. Developer shall use commercially reasonable efforts to cause the insurer to agree to waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses arising from work performed by Developer pursuant to this First Amendment to Agreement for the City.

(iv) All Coverages. Each insurance policy required by this Section 6 shall be endorsed to provide that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

(v) Acceptability of Insurers. Insurance is to be placed with insurers with a Bests' rating of no less than A: VII.

(vi) Verification of Coverage. Developer shall furnish City with certificates of insurance and with original endorsements effecting coverage required by this Section 6. The certificates and endorsements are to be received and approved by the City before work pursuant to this Agreement commences. The City reserves the right to require complete, certified copies of all insurance policies, at any time.

(D) Subcontractors. Developer and/or Developer's general contractor shall include all subcontractors as insured under its policies or shall obtain separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements provided in this Section 6.

## Section 7. Warranty Period.

(A) Except as otherwise expressly provided in this Agreement, and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect, for a period of one (1) year after the date City accepts the Improvements, Developer agrees to maintain the Improvements and repair any defects or unsatisfactory work to the reasonable satisfaction of the City Engineer. City shall provide written notice to Developer of any repair or correction work which in the reasonable opinion of City Engineer, must be completed. Developer shall repair or make such correction of such Improvements without expense or charge of any nature whatsoever to City.

(B) In the event the Developer shall fail to comply with the conditions of Section 7(A) above, within thirty (30) days (or such reasonably longer period if the repair or correction work cannot be reasonably completed within such thirty (30) day period), after being notified of the repair or correction in writing, City shall have the right, but not be obligated, to make, or cause to be made, the repair or correction and Developer shall promptly pay to City the reasonable costs and expense of such repair or correction. Notwithstanding anything herein to the contrary, in the event that any repair or correction results in a condition which constitutes an immediate hazard to the public health, safety, or welfare, City shall have the right to immediately make, or cause to be made, such repair or correction, and Developer shall promptly pay to City the reasonable costs and expense of such repair to hazards to health and safety shall be deemed to include either temporary or permanent repairs that may be required, as determined in the sole discretion and reasonable judgment of City.

## Section 8. Inspection of Work.

Developer shall provide reasonable access to City through its City Engineer and his or her designated representative for the inspection of the work throughout construction of the Deferred Improvements. Such City representative shall have the authority to reject all materials and workmanship which are not in accordance with the Approved Plans, and all such materials and or work shall be removed promptly by Developer and replaced to the reasonable satisfaction of City without any expense to City in strict accordance with the Approved Plans.

## Section 9. Use of Improvements.

At all time prior to the final acceptance of the Improvements by City, the use of any or all such Improvements shall be at the sole risk of Developer.

## Section 10. Acceptance of Work.

Upon notice of the completion of all construction of the Deferred Improvements and the delivery of the set of final as-built plans to City by Developer, City through its City Engineer or his or her designated representative, shall examine the work without delay, and, if found to be in accordance with the Approved Plans and this Agreement shall recommend

acceptance of the Deferred Improvements by the adoption of a resolution, and the City Engineer shall notify Developer or its designated agents of such acceptance.

#### Section 11. Recordation.

This Agreement shall be recorded in the office of the County Recorder of Fresno County, California.

#### Section 12. Notices.

(A) All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

All notices in connection with this Agreement must be written and given by personal delivery or first-class U.S. mail to a party at its respective address below:

- To the City: City of Selma Attn: City Manager 1710 Tucker Street Selma, CA 93662
- To Developer: HYE, LLC: HYE, LLC Attention: Ara Tchaghlassian 16201 Commerce Way Commerce, CA 90703

Notice by personal delivery will be effective on delivery; notice by mail will be effective on receipt or three days after the postmark date, whichever is earlier.

(B) Any party may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

## Section 13. Default by Developer.

(A) Default by Developer shall include, but not be limited to:

(1) Developer's failure to timely commence construction of Deferred Improvements under this Deferred Improvements Agreement;

(2) Developer's failure to timely complete construction of the Deferred Improvements;

(3) Developer's failure to timely cure any defect in the Deferred Improvements as required by this Deferred Improvements Agreement;

(4) Developer's failure to perform substantial construction work for a period of 20 consecutive calendar days after commencement of the work;

(5) Developer's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, either voluntary or involuntary, which Developer fails to discharge within thirty (30) days;

(6) The commencement of a foreclosure action against the -Property or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or

(7) Developer's failure to perform any other obligation under this Agreement.

(B) The City reserves all remedies available to it at law or in equity for breach of Developer's obligations under this Agreement. The City shall have the right, subject to this Section, to draw upon or use the appropriate security to mitigate the City's damages in the event of default by Developer. The City's right to draw upon or use the security is in addition to any other remedy available to City. The parties acknowledge that the estimated costs and security amounts may not reflect the actual cost of construction of the improvements and, therefore, City's damages for Developer's default shall be measured by the cost of completing the required improvements. The City may use the sums provided by the securities for the completion of the Deferred Improvements. In the event Developer fails to cure any default under this First Amendment to Agreement within twenty (20) days after the City mails written notice of such default to the Developer and Developer's surety, Developer authorizes City to perform the obligation for which Developer is in default and agrees to pay the entire cost of such performance to the City.

City may take over the work and complete the Deferred Improvements, by contract or by any other method City deems appropriate, at the expense of Developer. In such event, City, without liability for doing so, may complete the Deferred Improvements using any of Developer's materials, appliances, plans and other property that are at the work site and that are necessary to complete the Deferred Improvements.

(C) In the event Developer fails to perform any obligation hereunder or comply with applicable law, Developer agrees to pay all costs and expenses incurred by City in securing performance of such obligations, including but not limited to fees and charges of architects, engineers, attorneys, and other professionals, and court costs.

(D) The failure of City to take enforcement action with respect to a default or to declare a breach shall not be construed as a waiver of that default or breach of any subsequent default or breach of Developer.

## Section 14. Personal Nature of Developer's Obligations.

Developer's obligations under this Agreement are personal obligations of Developer notwithstanding a transfer of all or any part of the Property subject to this Agreement. Developer shall not be entitled to assign its obligations under this Agreement to any transferee of all or any part of the Property or any other third party without the express prior written consent of the City.

#### Section 15. Modification: Amendment.

This Agreement may be modified or amended only by a written instrument, signed by duly authorized representatives of Developer and the City. No other statement, action or representation will be effective to modify or amend any provision of this Agreement.

#### Section 16. Governing Law; Interpretation.

This Agreement will be interpreted and enforced, and the rights and duties (both procedural and substantive) of the parties will be determined, according to California law. Venue shall be in Fresno County.

HYE, LLC

Date:

Are Ichaghlassian

CITY OF SELMA

Teresa Gallavan, City Manager By:

Date:

ATTEST:

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

#### CITY MANAGER'S/STAFF'S REPORT CITY COUNCIL SPECIAL MEETING:

April 19, 2021

# ITEM NO:

#### **SUBJECT:** Consideration of a Resolution to waive fees for the temporary rental of Pioneer Village Main Building and Senior Center to Fresno County Department of Public Health for Covid-19 testing and vaccines

**<u>RECOMMENDATION</u>**: Council consider approving Resolution to waive fees for temporary rental of Pioneer Village Main Building and Senior Center to Fresno County Department of Public Health for the purpose of Covid-19 testing and vaccines.

**BACKGROUND**: At the December 2, 2020 City Council meeting, City Council approved Fresno County Department of Public Health to occupy the Main Building at Pioneer Village for Covid-19 testing from December 8, 2020 through May of 2021. The County is requesting an extension of testing through September 30, 2021. In addition, on March 24, 2021, the County began using the Senior Center for vaccines under the guidelines set forth in Resolution No. 2020-14R, (A Resolution of the City Council of the City of Selma Proclaiming Existence of a Local Emergency).

**DISCUSSION**: The rental agreement with the City of Selma is a temporary usage agreement with the County. The County anticipates continued usage of Pioneer Village for testing through September 30, 2021 and the Senior Center for vaccines through June 11, 2021. Facility keys and alarm codes would be extended and a Certificate of Insurance naming the City of Selma as an additional insured is on file as well as Facility Rental Forms. The County has contracted out janitorial services to provide daily cleaning for both Pioneer Village and the Senior Center as well as the restrooms.

The County is requesting use of Pioneer Village Thursdays through Saturdays from 11:00 a.m. to 7:00 p.m. and the Senior Center Tuesdays through Fridays from 12:00 p.m. to 7:00 p.m. and on Saturdays from 10:00 a.m. to 5:00 p.m.

The estimate for total rental/utility waiver for Pioneer Village would be approximately \$2,080.00 based on Fresno County estimate for use of the building. The estimate total for renting the Senior Center for the 12 weeks would be \$5,256.00, (Much of the time at the Senior Center overlaps with the Recreation and Community Services staff office time). Total estimate for both Pioneer Village-testing and Senior Center-vaccines is \$7,336.00.

Staff has informed Fresno County that this item will be going before City Council on April 19, 2021. Staff will also be available at the meeting to answer any questions.

<u>COST:</u> (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).
\$7,336.00	\$7,336.00
<b>FUNDING:</b> (Enter the funding source for this item in box below – if fund exists, enter the balance in the fund).	ON-GOING COST: (Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE).
Funding Source: General Fund.	None.
Fund Balance: Fiscal Year End 2018/2019 \$4,500,000.00	

<u>RECOMMENDATION:</u> Council consider approving resolution of waiving fees and consideration of temporary rental of Pioneer Village Main Building and Senior Center to Fresno County Department of Public Health for the purpose of Covid-19 testing and vaccines.

/s/ Mikal Kirchner, Director of Recreation

<u>04/14/2021</u> Date

/s/

Teresa Gallavan, City Manager

04/14/2021 Date

#### **RESOLUTION NO. 2021–**

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

WHEREAS, the Fresno County Public Health Department requested to use the City's Pioneer Village Main Building for Covid-19 testing, and related preparation, for the extension of period of June 1, 2021 through September 30, 2021; and

WHEREAS, the Fresno County Public Health Department requested to use the City's Senior Center for Covid-19 vaccines, and related preparation, for the period of March 24, 2021 through June 11, 2021; and

WHEREAS, the Fresno County Public Health Department requested that the City Council waive fees associated with the Facility Use Agreement thru the term of September 30, 2021; and

WHEREAS, the total estimated rental and utility fees associated with the facilities use agreement are Seven Thousand Three Hundred and Thirty-Six Dollars (\$7,336.00); and

WHEREAS, the total amount the Fresno County Public Health Department is requesting the City Council to waive is Seven Thousand Three Hundred and Thirty-Six Dollars (\$7,336.00); and

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

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

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

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

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

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

<u>SECTION 4.</u> The City Council hereby approves the fee waiver for fees associated with the Facilities Use Agreement for Seven Thousand Three Hundred and Thirty-Six Dollars (\$7,336.00).

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

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

<u>SECTION 5.</u> 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.

<u>SECTION 6.</u> 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 19<sup>th</sup> day of April, 2021, by the following vote:

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

Scott Robertson, Mayor

ATTEST:

Reyna Rivera, City Clerk