

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

July 19, 2021

ITEM NO: 1.a.

SUBJECT: Adoption of a Resolution Authorizing the City Manager to Execute the Agreement for the Fresno COG Measure C TOD Program Cycle IX.

RECOMMENDATION: Adopt Resolution Authorizing the City Manager to Execute the Agreement for the Fresno COG Measure C TOD Program Cycle IX.

BACKGROUND:

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

DISCUSSION:

The City of Selma completed a grant application that covers three downtown projects under the TOD planning program. Firstly, \$7,000 was requested to cover the completion and integration of the Downtown Overlay Zone into the Comprehensive Zoning Ordinance Update. The Second item to be funded is the completion of a Downtown Improvement District (BID) for \$10,000. The final item in this grant application requests funding for a long-term strategic plan for Downtown. \$150,000 was requested to evaluate the economic and physical environment of downtown and develop a series of actionable goals that align with the core features of the TOD program. This includes density, walkability, livability and green development. The City has never had such a plan and one would be useful in coordinating efforts with local stakeholders and seeking future investment for the long-term sustainability of the City's core.

RECOMMENDATION: Adopt Resolution Authorizing Interim City Manager to Execute the Agreement for the Fresno COG Measure C TOD Program Cycle IX.

_____/s/
Tracy Tosta, Administrative Analyst

_____/07/12/2021
Date

_____/s/
Ralph Jimenez, Interim City Manager

_____/07/12/2021
Date

RESOLUTION NO. 2021- R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA
AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT FOR THE
FRESNO COG MEASURE C TOD PROGRAM CYCLE IX**

WHEREAS, on March 1, 2021, the City of Selma ("City") filed an application with the Fresno County Transportation Authority ("Authority") related to the Fresno COG Measure C TOD Program Cycle IX ("Program"); and

WHEREAS, the application was for the Downtown Selma Revitalization and Strategic Plan that covers three (3) areas for continued revitalization and growth of downtown; and

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

WHEREAS, the amount of the application was for \$167,000, with the applicable projects estimated to be completed July 2023; and

WHEREAS, on June 9, 2021, the Authority approved the City's application, subject to the City's execution of an Agreement establishing Program implementation requirements and the terms and conditions of Program funds.

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

1. The foregoing recitals are true and correct.
2. The City Council hereby approves the Agreement for the COG Measure C TOD Program Cycle IX, in the form attached hereto as Attachment '1', and authorizes the City Administrator to execute said Agreement and any and all necessary documents related to same on behalf of the City.
3. This resolution is effective upon adoption.

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

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

Scott Robertson, Mayor

ATTEST:

Reyna Rivera
City Clerk

MEASURE C
AGREEMENT TO ESTABLISH PROGRAM ELIGIBILITY
AND FUNDING REQUIREMENTS
Environmental Enhancement Program
Transit Oriented Development (TOD) Subprogram
Cycle IX
(Downtown Selma Revitalization and Strategic Plan)

This Program Eligibility and Funding Agreement ("**Agreement**") is made and entered into on **August __, 2021**, by and between the City of Selma ([hereinafter alternatively referenced as "**Grantee**" [or "**Responsible Agency**"]]) and the Fresno County Transportation Authority ("**Authority**").

RECITALS

WHEREAS, passage of the Measure C Extension created within the Environmental Enhancement Funding Allocation Program, a subprogram entitled "Transit Oriented Infrastructure for In-fill" ("TOD"), the purpose of which was to provide funding to support planning and incentives generally intended to support increased demand for transit facilities; and

WHEREAS, as recommended in the Expenditure Plan and as described in the Measure C Extension Strategic Implementation Plan (SIP), the 2018 TOD Guidelines specify three (3) categories of projects/programs for which the TOD is available to provide competitively-based funding, which are generally characterized in the 2018 TOD Guidelines under the following respective headings: (1) Capital Improvement Program; (2) Planning Program; and (3) Housing In-Fill Incentive Program; and

WHEREAS, Grantee submitted for approval, under the Planning Program category of the TOD, a "Project Application" which was dated March 1, 2021, and is incorporated by this reference as though fully set forth herein, requesting reservation from eligible Measure C Extension funds of \$167,000, which amount shall be available solely for implementation and completion of the Downtown Selma Revitalization and Strategic Plan (Project); and

WHEREAS, Authority is authorized to approve funding for payment to Grantee in accordance with this Agreement, the 2018 TOD Guidelines, and the Expenditure Plan, for funding of the Grantee's proposed Project; and

WHEREAS, on June 9, 2021, the Authority Board approved the reservation of \$167,000 in TOD funding to be made available for implementation and completion of Grantee's proposed Project; and

WHEREAS, the Authority Board further directed Authority staff to draft this Agreement, for the purpose of establishing program implementation requirements and the terms and conditions governing the rights and obligations of the respective parties hereunder; and

WHEREAS, Authority and Grantee now desire to enter into this Agreement, which serves to establish requirements for Grantee's use of the funding provided hereunder, as well as delineating the respective rights and obligations of the parties regarding use of Measure C funds as authorized for use by Grantee for the purposes specified hereunder, including, but not limited to conditions and limitations on Grantee's right to receipt of payment hereunder.

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein made and the mutual benefits to be derived therefrom, the parties hereto represent, covenant and agree as follows:

AGREEMENT

ARTICLE I

Covenants of Grantee/Responsible Agency

As a condition of the receipt of Measure C funds under the TOD subprogram, Grantee agrees to abide by the terms and conditions of this Agreement, the 2018 TOD Guidelines, the current SIP and the Project Application, and to comply with the Expenditure Plan and all adopted Policies and Procedures of the Authority as applicable, as well as any subsequent amendments, updates, or other applicable plans.

- 1.1 Project Scope, Schedule and Funding Program.** The Project scope of work, schedule and funding program, as well as any change(s) thereto, may not be implemented or initiated until approved by the Authority. For purposes of this

Agreement, the Project scope, schedule and funding program are defined and described in Grantee's Project Application.

- 1.2 **Eligibility for Funding.** In order to be eligible for TOD funding hereunder, a proposed project must meet all of the requirements as set forth in the 2018 TOD Guidelines, Appendix 1 hereto. Grantee must also demonstrate that the overall Project or Project phase is fully funded before TOD funding can be obligated.
- 1.3 **Compliance with California PUC Code 142257.** Grantee agrees to the following:
 - 1.3.1 Measure C funds will not be used to substitute for property tax funds, which Grantee had previously used for regional or other transportation purposes. It is hereby acknowledged by Grantee that such substitution of property tax funds is expressly prohibited by California Public Utilities Code Section 142257.
 - 1.3.2 Grantee has segregated property tax revenues from its other general fund revenues used to support the Project so that verification of non-substitution can be proved through audit or that the non-substitution of funds shall apply to the Grantee's entire general fund.
 - 1.3.3 Grantee shall account for Project funds received pursuant to Public Utilities Code Section 142257. Grantee shall maintain current records in accordance with generally accepted accounting principles, and shall separately record expenditures for each type of eligible purpose. Grantee shall make such records available to the Authority for inspection or audit at any reasonable time during normal working hours.
- 1.4 **Compliance with Other Laws.** In performance of its obligations relating to administration and completion of the Project, Grantee shall at all times comply with all applicable federal, state and local laws, ordinances and regulations currently in force, as well as those that are subsequently enacted, promulgated or amended, and thereby become applicable during the term of this Agreement.
- 1.5 **Measure C Funds Defined.** For purposes of this Agreement, Measure C funds are deemed to be available under the TOD, subject to the limitations and conditions specified in this Agreement and the 2018 TOD Guidelines. Provided, however, that unless another amount receives formal advance

approval by means of a subsequent written amendment to this Agreement, the total cumulative amount of Measure C funds allocated under the TOD for the Project shall not exceed the sum of \$167,000.

1.6 Maintenance of Project Records. Grantee shall maintain complete and accurate records for the project for which funding is made available hereunder. All such records shall be maintained on a generally-accepted accounting basis and be clearly identified and readily accessible. Grantee shall provide the Authority with free access to such books and records at all reasonable times during normal business hours. Grantee shall maintain all work data, documents, and proceedings relating to this Agreement for a period of five (5) years from the date of final audit from the Authority.

1.7 Invoices. Grantee shall submit invoices to the Authority no more frequently than monthly for activities conducted over the prior unbilled month. These documents shall include the following specified information:

1.7.1 Monitoring Expenditures and Progress Payments. Grantee will monitor expenditures and progress payments against the "not to exceed" limits specified in Section 1.5 of this Agreement.

1.7.2 Project Progress. If Project costs have not been invoiced for a six (6) month period, Grantee agrees to submit a written explanation of the absence of the Project's progress to the Authority, along with a target billing date and a target billing amount.

1.7.3 Direct and Indirect Costs. Grantee may include in the Project invoice, direct and indirect costs of the Project. Indirect costs (as defined by OMB Circular A-87) will be considered an eligible expense.

1.7.4 Copies of Invoices. Grantee shall provide the Authority with one (1) copy of appropriate source documentation to substantiate Project expenses or costs.

1.7.5 Eligible Project Cost Request Deadline. Invoices for eligible Project costs incurred by Grantee shall be submitted to the Authority on the approved form. The appropriation request will specify the use of the funding and the manner in which other sources of funding for the Project were applied. The Authority's Executive Director will review invoices for accuracy and sufficiency in terms of compliance with the foregoing

requirements. Unsatisfactory or inadequate invoices will be returned to Grantee for correction and resubmission. Upon receipt of a proper invoice, eligible Measure C and TOD funds (as applicable) shall be provided to the Grantee within 45 days.

1.7.6 Use of Funds Grantee shall use Measure C and TOD funds (as applicable) consistent with the Expenditure Plan, the SIP, the provisions of this Agreement, the 2018 TOD Guidelines, and the Project Application.

1.8 **Award of Project.** Grantee shall administer the Project, including, but not limited to, its advertisement and award of all contracts, in accordance with applicable legal requirements as provided above in Section 1.4 and in full conformity with the standards applied by Grantee in the administration of its own construction projects.

1.9 **Project Groundbreaking and Ribbon Cutting Ceremonies; and Press Conferences.** Responsible Agency shall acknowledge Measure C funding contribution to the Project at the groundbreaking and ribbon cutting ceremony and at any project Press Conferences should the Responsible Agency conduct such events. Groundbreaking and ribbon cutting ceremonies are encouraged, but not required, unless specifically requested by the Authority. Authority shall be invited to participate at all scheduled events.

1.10 **Project Signage.** Responsible agency agrees to the following:

1.10.1 Responsible agency shall provide signage at construction sites or on equipment, as appropriate, for the projects funded partially or wholly by Measure C sales tax revenue, so that Fresno County Taxpayers are informed as to how those funds are being used. Responsible Agency shall include the Measure C logo on all project reports, bulletins, flyers, press releases, webpages or other related media.

1.10.2 Responsible Agency shall erect funding signs as a first order of work of any construction contract. The signage shall be in conformance with specifications approved by and on file with the Authority, and included in Appendix J to the SIP. Responsible Agency shall keep signs cleaned, well maintained, and visible throughout all phases of the construction contract. Signage shall remain in place at least three (3) months after completion of the

Project. Costs associated with installation and removal of signage are eligible expenses which may be included on the applicable invoices.

ARTICLE II

Covenants of Authority

Authority agrees to provide to the Grantee Measure C Extension funds available under the TOD, up to the maximum amount of \$167,000 approved for the Project, in accordance with the terms and conditions set forth herein, and in compliance with the Expenditure Plan, the 2018 TOD Guidelines, and all adopted Policies and Procedures of the Authority as applicable, as well as any subsequent amendments, updates, or other applicable plans.

2.1 Eligible Project Cost Payments. The Authority shall make payments to Grantee for actual incurred eligible project costs in accordance with Sections 1.1 and 1.5 of this Agreement and consistent with the SIP. To receive payments for eligible project work completed, Grantee shall comply with the following procedures:

2.1.1 Ineligible Costs. The Authority reserves the right to recover payment from Grantee if an invoice includes ineligible Project costs.

2.1.2 Payment Amount. The amount of payments to Grantee for eligible project costs shall be made pursuant to the SIP and this Agreement.

2.1.3 Suspension of Payment. Payments for eligible Project costs shall be suspended without interest when a dispute arises as to whether or not a cost item(s) is eligible for payment.

2.1.3.1 Dispute Resolution. All disputes shall be settled in accordance with the laws of the State of California. Once a dispute has occurred, the Authority and Grantee shall attempt to resolve the dispute informally in a mutually agreeable manner.

2.2 Right to Conduct Audit. The Authority shall have the right to conduct an audit of all Grantee's records pertaining to the Project at any reasonable time during normal business hours following completion of the eligible Project work.

- 2.2.1 Notice of Audit. The Authority must provide at least 30 days' advance notice to Grantee if an audit is to be conducted.

ARTICLE III

Mutual Covenants

The Authority is released from any liability to Grantee regarding the Authority's administration and issuance of the Measure C proceeds except as provided under Section 3.3.2 and for any breach of Authority's fiduciary duty as set forth in the Expenditure Plan and SIP.

- 3.1 **Effective Date and Term.** This Agreement shall become effective as of the date of its full execution by the parties and shall remain in full force and effect following its final approval by the Authority's Board, for a period of twelve (12) months following the date of Grantee's completion of eligible Project work, unless sooner terminated as provided in Section 3.2 or in Section 3.4, or unless the Agreement's term is extended by formal approval of a subsequent amendment hereto in accordance with Section 3.8.
- 3.2 **Discharge.** This Agreement shall be subject to discharge as follows:
- 3.2.1 **Termination by Mutual Consent.** This Agreement may be terminated at any time by mutual consent of Grantee and Authority. If this Agreement is mutually terminated by the parties, Grantee will no longer receive Measure C funds under the TOD for its proposed Project (or any phase thereof), unless a new agreement between Grantee and Authority relating to such Project is formed; and in the event of such mutual termination, those funds remaining from the originally reserved funding allocation of \$167,000 for this Project shall be returned by the Authority to the general TOD funding pool.
- 3.2.2 **Discharge Upon Completion of Grantee's Program.** Except as to any rights or obligations which survive discharge as specified in Section 3.14, upon completion of Grantee's completion of eligible project work, this Agreement shall be discharged, and the parties shall have no further obligation to each other.

3.2.3 Termination by Authority. The Authority reserves the right to terminate the Agreement at any time by giving written notice to Grantee of such termination and specifying the effective date thereof. If this Agreement is terminated by the Authority as provided herein, Grantee will be paid by the Authority for eligible Project costs incurred prior to termination of the Agreement, consistent with the requirements of the Program referenced herein and in the 2018 TOD Guidelines. In that event, all finished or unfinished documents and other materials shall, at the option of the Authority, become its property subject to the terms and conditions of Section 1.6.

3.3 Indemnity. It is mutually understood and agreed, relative to the reciprocal indemnification of Authority and Grantee:

3.3.1 Grantee shall fully defend, indemnify and hold harmless Authority, and any officer or employee of Authority, against any and all damages, liabilities, claims and expenses, arising out of Grantee's errors, omissions, negligent acts or willful misconduct during the term of this Agreement. It is also fully understood and agreed that, pursuant to Government Code Section 895.4, Grantee shall fully defend, indemnify and hold the Authority harmless from any liability imposed for injury as defined by Government Code Section 810.8 occurring by reason of anything done or omitted to be done by Grantee under this Agreement or in connection with any work, authority, or jurisdiction delegated to Grantee under this Agreement.

3.3.2 Authority shall fully defend, indemnify and hold harmless Grantee, and any officer or employee of Grantee, against any and all damages, liabilities, claims and expenses, arising out of Authority's errors, omissions, negligent acts or willful misconduct during the term of this Agreement. It is also fully understood and agreed that, pursuant to Government Code Section 895.4, Authority shall fully defend, indemnify and hold Grantee harmless from any liability imposed for injury as defined by Government Code Section 810.8 occurring by reason of anything done or omitted to be done by Authority under this Agreement or in connection with any work, authority, or jurisdiction delegated to Authority under this Agreement.

3.4 Limitation. All obligations of the Authority under the terms of this Agreement are expressly subject to the Authority's continued authorization to collect and

expend the sales tax proceeds provided by Measure C Extension funds. If for any reason the Authority's right to collect or expend such sales tax proceeds is terminated or suspended in whole or in part, the Authority shall promptly notify the Grantee, and the parties shall consult on a course of action. If, after twenty-five (25) working days, a course of action is not agreed upon by the parties, this Agreement shall be deemed terminated by mutual or joint consent; provided, that any future obligation to fund from the date of the notice shall be expressly limited by and subject to: (i) the lawful ability of the Authority to expend sales tax proceeds for the purposes of the Agreement; and (ii) the availability, taking into consideration all the obligations of the Authority under all outstanding contracts, agreements to other obligations of the Authority, of funds for such purposes.

- 3.5** **Notices.** Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

AUTHORITY:

Mike Leonardo, Executive Director
Fresno County Transportation Authority
2220 Tulare Street, Suite 2101
Fresno, CA 93721
Ph: 559.600.3282

RESPONSIBLE AGENCY:

Isaac Moreno
City of Selma
1710 Tucker Street
Selma, CA 93662
Ph: 559.891.2200

- 3.5.1 Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

- 3.6 Additional Acts and Documents.** Each party agrees to do all such things and take all actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of the Agreement.
- 3.7 Integration.** This Agreement represents the entire Agreement of the parties with respect to the subject matter hereof. NO representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.
- 3.8 Amendment.** This Agreement may not be changed, modified, or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.
- 3.9 Independent Agency.** Grantee renders services under this Agreement as an independent agency under the Agreement. None of the Grantee's agents or employees shall be agents or employees of the Authority and none of the Authority's agents or employees shall be agents or employees of the Grantee agency.
- 3.10 Assignment.** The Agreement may not be assigned, transferred, hypothecated, or pledged by any party without the express written consent of all parties hereto.
- 3.11 Binding on Successors.** This Agreement shall be binding upon each of the parties and their respective successor(s), assignee(s) or transferee(s). Provided, however, that this provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this Agreement, other than as provided in Section 3.10 above.
- 3.12 Severability.** Should any part of this Agreement be determined to be unenforceable, invalid, or beyond the authority of either party to enter into or carry out, such determination shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect; provided that, the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.
- 3.13 Counterparts.** This Agreement may be executed in one or more counterparts and shall become effective when one or more counterparts have been signed

by all of the parties; each counterpart shall be deemed an original but all counterparts shall constitute a single document.

3.14 Survival. The following provisions in this Agreement shall survive discharge:

3.14.1 Grantee. As to the Grantee agency, the following sections shall survive discharge: Section 3.3 (Indemnity),

3.14.2 Authority. As to Authority, the following sections shall survive discharge: Section 2.2 (Right to Conduct Audit) and Section 3.3 (Indemnity).

3.15 Time. Time is and shall be of the essence of this Agreement and each and all of its provisions in which performance is a factor.

3.16 Remedies Cumulative. No remedy or election of remedies provided for in this Agreement shall be deemed exclusive, but shall be cumulative with all other remedies at law or in equity. Each remedy shall be construed to give the fullest effect allowed by law.

3.17 Applicable Law. This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of California. The parties agree that this contract is made in and shall be performed in Fresno County, California.

3.18 Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the provisions of this Agreement and shall not affect the construction or interpretation of any of its provisions.

3.19 No Continuing Waiver. The waiver by any party of any breach of any of the provisions of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same, or of any other provision of this Agreement.

3.20 No Rights in Third Parties. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any third party, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third party to any party to this

Agreement, nor shall any provision of this Agreement give any third party any right of subrogation or action over or against any party to this Agreement.

- 3.21 Attorney's Fees and Costs.** Authority and Grantee each will bear its own respective costs, including attorney's fees, in connection with any legal proceedings related to the interpretation or enforcement of this Agreement or any of the terms and conditions hereof.
- 3.23 Exhibits and Recitals.** The Recitals and Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.
- 3.24 Signator's Warranty.** Each party warrants to each other that he or she is fully authorized and competent to enter into this Agreement in the capacity indicated by his or her signature and agrees to be bound by this Agreement as of the day and year first mentioned above upon the execution of this Agreement by each other party.
- 3.25 Force Majuere.** Any party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood, or pandemic; acts of God; commandeering of material, products, plants or facilities by federal, state or local government; national fuel shortage; or a material act or omission by any third party, when satisfactory evidence of such cause is presented to the other party, and provided further such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of, the party not performing.

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IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the day and year first written above.

FRESNO COUNTY TRANSPORTATION AUTHORITY

ATTEST

By _____
(Signature)

Name Ernest "Buddy" Mendes
(Typed)

Title Chair of the Authority

APPROVED AS TO LEGAL FORM:
DANIEL C. CEDERBORG, COUNTY
COUNSEL

By _____
(Signature)

Name Michael E. Rowe

Title Principal Deputy County
Counsel

CITY OF SELMA

By _____
(Signature)

Name Ralph Jimenez

Title Interim City Manager

APPROVED AS TO FORM

, City Attorney

BY: _____

By _____
(Signature)

Name Mike Leonardo
(Typed)

Title Executive Director

APPROVED AS TO ACCOUNTING
FORM:

By _____
(Signature)

Name Oscar J. Garcia, C.P.A.

Title Auditor-Controller/Treasurer-Tax
Collector

ATTEST

By _____
(Signature)

Name Reyna Rivera

Title City Clerk

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

July 19, 2021

ITEM NO: **1.b.**

SUBJECT: Consideration of Agreement with Rapid Junk Removal Services

RECOMMENDATION: Authorize Interim City Manager to execute Agreement with Rapid Junk Removal Services for the Cleanup of the Whitson Street Center Median between Floral and Highland Avenues.

DISCUSSION: The center median on Whitson Street between Floral and Highland has become occupied by transients who have set up tents and tarps in the oleanders. This has created a dangerous situation due to the high amount of traffic along that street in both directions. The oleanders also present a fire risk to any individuals who set up camp in that location.

Staff is planning a cleanup operation on the center median and have requested quotes from various contractors to conduct the cleanup. Only one quote was received from Rapid Junk Removal Services. Rapid Junk Removal Services is often the least expensive and most qualified contractor in the area for these types of cleanups. They generally have access to all of the required equipment and are licensed and insured. The amount of the quote is in line with previous quotes for prior similar cleanup projects, including the Rockwell Pond Cleanup Project.

The Selma Public Works Department will be assisting with closing one lane each for both north-and south-bound traffic to ensure a safe work environment for City staff and the contractor. They will also be providing roll-off bins to dispose of the junk/debris as well as the green waste resulting from the oleander trimming.

Code Enforcement and the Police Department will be notifying the homeless individuals in advance of the cleanup so that they can remove their belongings prior to the date of the cleanup.

<u>COST:</u> (Enter cost of item to be purchased in box below)		<u>BUDGET IMPACT:</u> (Enter amount this non-budgeted item will impact this years' budget in box below – if budgeted, enter NONE).
Total contract amount: \$39,500		FY 21-22: \$39,500
<u>FUNDING:</u> (Enter the funding source for this item in box below – if fund exists, enter the balance in the fund).		<u>ON-GOING COST:</u> (Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE).
Funding Source: Streets Fund As of FYE 2019- Fund Balance: 2020 \$187,312		None

RECOMMENDATION: Authorize Interim City Manager to execute Agreement with Rapid Junk Removal Services for junk removal and trimming of the oleanders in the Whitson Street center median between Floral Ave and Highland Ave.

_____/s/_____
Fernando Santillan, Comm. Dev. Director

07/12/2021
Date

_____/s/_____
Ralph Jimenez, Interim City Manager

07/12/2021
Date

CITY OF SELMA

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of _____ ("Effective Date"), between the City of Selma, a municipal corporation ("City") and Rapid Junk Removal Services ("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. TERM

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, 2021, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

(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. ("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 reasonably satisfactory to the City and in a first-class manner in conformance with the standards of quality normally observed by an entity providing Cost Allocation & User Fee Study, serving 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 limited to, the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). During the term of this

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 disqualified 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 Thirty Nine Thousand Five Hundred Dollars (\$39,500) 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,

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 any and all 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

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

To Contractor: Rapid Junk Removal Services
PO BOX 31
Selma, CA 93662

15. ASSIGNMENT

The 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 an 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 subconsultant 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. GOVERNING LAW/ATTORNEYS' FEES

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

and upon each party's own independent investigation of any and all facts such party deems material.

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 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: _____
Ralph Jimenez, Interim City Manager

By: _____

Attest:

By: _____
Reyna Rivera, City Clerk

Approved as to form:

By: _____
Mary F. Lerner, City Attorney

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

EXHIBIT A
SCOPE OF SERVICES

Description

The trimming of all the Oleander's in the center Median on Whitson Ave. between Floral Ave. / Highland Ave. Public Works Director will determine the height the Oleander's will be trimmed.

Rapid Junk Removal Services will also remove junk and debris from the full length of the center median between Highland Ave and Floral Ave.

Subtotal

TAX 0%

Total

EXHIBIT B

FEE

PO BOX 31
Selma, Ca 93662
559/318/1070
rapidjunk2017@gmail.com
RAPIDJUNK.COM

Rapid Junk Removal Services

Estimate

For: City Of Selma

1710 Tucker St
Selma, CA, 93662

Estimate No: 37
Date: 05/12/2021

Description	Quantity	Rate	Amount
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The trimming of all the Oleander's in the center Median on Whitson Ave. between Floral Ave. / Highland Ave, Public Works Director will determine the height the Oleander's will be trimmed.	1	\$39,500.00	\$39,500.00
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Rapid Junk Removal Services will also remove junk and debris from the full length of the center median between Highland Ave and Floral Ave.

Subtotal	\$39,500.00
TAX 0%	\$0.00
Total	\$39,500.00

Total	\$39,500.00
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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

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.

PO BOX 31
Selma, Ca 93662
559/318/1070
rapidjunk2017@gmail.com
RAPIDJUNK.COM

Rapid Junk Removal Services

Estimate

For: City Of Selma

1710 Tucker St
Selma, CA, 93662

Estimate No: 37
Date: 05/12/2021

Description	Quantity	Rate	Amount
The trimming of all the Oleander's in the center Median on Whitson Ave. between Floral Ave. / Highland Ave. Public Works Director will determine the height the Oleander's will be trimmed.	1	\$39,500.00	\$39,500.00

Rapid Junk Removal Services will also
remove junk and debris from the full length of
the center median between Highland Ave and
Floral Ave.

Subtotal	\$39,500.00
TAX 0%	\$0.00
Total	\$39,500.00

Total	\$39,500.00
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ITEM NO: 1.c.

SUBJECT: Consideration of an Agreement for Services between the Fresno County Rural Transit Agency and the City, permitting the City's Police Department to perform periodic safety checks on FCRTA's transportation vehicles

RECOMMENDATION: Authorize the City Manager to execute the Agreement for Services between the Fresno County Rural Transit Agency and the City.

BACKGROUND: This staff report addresses the proposed agreement between the Fresno County Rural Transit Agency ("FCRTA") and the City. In consideration for services provided by the City's Police Department in the form of uniformed officers performing periodic safety checks of FCRTA transportation vehicles, the FCRTA has agreed to compensate the City for said services in an on-going partnership between the agencies.

DISCUSSION: FCRTA provides regular transit services through Rural Fresno County, including the City of Selma. In order to ensure the safety of the FCRTA's passengers, FCRTA has requested and received assistance from the Selma Police Department in the form of periodic safety checks while their vehicles are in the city limits of Selma. A minimum of once per day per week (Monday-Saturday), as staffing allows, a uniformed officer will board the stopped FCRTA vehicle at its designated bus stop. The officer will make a visual observation of the interior of the bus, greet the driver, assist passengers & the driver with any questions or concerns, and provide bus shelter safety & security presence. The City also has, and will continue, to provide all documents in its possession not protected by attorney-client privilege related to those services to the FCRTA. FCRTA will compensate the city for the services as described in section III of the agreement. The term of the agreement is for a period of one-year (July 1, 2021 thru June 30, 2022) and will compensate the City in an amount not to exceed the sum of \$10,000.00.

RECOMMENDATION: Authorize the City Manager to execute the Agreement for Services between the Fresno County Rural Transit Agency and the City.

_____/s/_____
Joseph Gomez, Police Chief

____07/12/2021_____
Date

_____/s/_____
Ralph Jimenez, Interim City Manager

____07/12/2021_____
Date

**AGREEMENT FOR SERVICES BETWEEN
THE FRESNO COUNTY RURAL TRANSIT AGENCY AND THE
CITY OF SELMA**

This AGREEMENT, made and entered into this 1st day of July, 2021 (hereinafter referred to as "Effective Date") by and between the FRESNO COUNTY RURAL TRANSIT AGENCY, a California joint powers Public Agency (hereafter referred to as "FCRTA"), and the CITY OF SELMA, a California municipal corporation and general law city (hereafter referred to as "CITY"). FCRTA and CITY are sometimes collectively referred to herein as the "Parties" and individually as a "Party."

WITNESSETH:

WHEREAS, it is necessary and desirable that CITY contract with FCRTA to provide law enforcement, safety, security, and other services as described in this Agreement to FCRTA vehicles and facilities operating within CITY'S boundaries; and

WHEREAS, FCRTA represents that it is authorized by Section 3 of the Joint Powers Agreement that created FCRTA, which was originally executed on September 27, 1979, to contract for the services to be provided by the CITY under this Agreement; and

WHEREAS, CITY represents that it is authorized by law to provide the services hereinafter described to FCRTA.

NOW, THEREFORE, it is agreed by FCRTA and CITY as follows:

I. CITY'S OBLIGATIONS

A. A police officer employed by CITY shall provide following services to FCRTA at a minimum of one day per week (Monday – Saturday), as selected by CITY:

1. A uniformed officer shall Board the stopped vehicle at any designated bus stop
2. Make visual observations while inside vehicle
3. Greet driver of vehicle
4. Assist passengers or driver with any questions
5. Provide bus shelter safety and security

B. CITY shall complete and submit the FCRTA Police Officer Observation Report attached hereto as Exhibit A and incorporated herein by reference.

C. CITY will make available to FCRTA all documents, studies, or other information in its possession that is not protected by the attorney-client privilege related to the services provided by CITY under this Agreement.

II. FCRTA's OBLIGATIONS

A. FCRTA shall compensate CITY as provided in section III of this Agreement.

B. FCRTA will make available to CITY all documents, studies, or other information in its possession that is not protected by the attorney-client privilege related to the services provided by CITY under this Agreement.

III. COMPENSATION AND INVOICING

A. Notwithstanding any other provision in this Agreement, payment by FCRTA to CITY for the services rendered under this Agreement, shall be limited by an amount not to exceed the sum of \$10,000.00.

B. CITY shall submit two semi-annual invoices to FCRTA. Each invoice shall specify: (1) the total amount previous charged by CITY to FCRTA for services provided under this Agreement; (2) total hours of services rendered during the period covered by the invoice; multiplied by (3) the CITY's approved billing rate of \$95.37 per hour, equaling (4) the amount owed to CITY for the services provided during the period covered by the invoice.

IV. TERMINATION

A. Termination Without Cause.

This Agreement may be terminated without cause at any time by FCRTA or CITY upon thirty (30) calendar days written notice. If either Party terminates this Agreement, CITY shall be compensated for services satisfactorily completed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to in Section III.

B. Breach of Contract.

FCRTA or CITY may suspend or terminate this Agreement in whole or in part, where in the determination of FCRTA or CITY there is:

1. An illegal or improper use of funds;
2. A failure to comply with the terms of this Agreement, and after due notice, failure to cure;
3. Improperly performed services under this Agreement.
4. Failure to pay for services appropriately rendered.

In no event shall any payment by FCRTA constitute a waiver by FCRTA of any breach of this Agreement or any default which may then exist on the part of the CITY. Neither shall such payment impair or prejudice any remedy available to FCRTA with respect to the breach or default.

V. INDEPENDENT CONTRACTOR

In performance of the work, duties, and obligations assumed by CITY to be provided under this Agreement, it is mutually expressly understood and agreed that CITY, including any and all of CITY's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of FCRTA. Furthermore, FCRTA shall have no right to control or supervise or direct the manner or method by which CITY shall perform its work and function. However, FCRTA shall retain the right to administer this Agreement so as to verify that CITY is performing its obligations in accordance with the terms and conditions thereof. CITY and FCRTA shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

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

VI. ASSIGNMENT

CITY shall not assign or subcontract its duties under this Agreement without the prior express written consent of the FCRTA. No such consent shall be construed as making the FCRTA a Party to such subcontract, or subjecting the FCRTA to liability of any kind to any subcontractor.

No subcontract whether existing or later entered into as set forth herein, under any circumstances shall relieve CITY of its liability and obligation under this contract, and all transactions with the FCRTA must be through CITY. Subcontractors may not be changed by CITY without the prior express written approval of FCRTA.

VII. BINDING NATURE OF AGREEMENT; MODIFICATION

The Parties agree that all of the terms of this Agreement shall be binding upon them and that together these terms constitute the entire Agreement of the Parties with respect to the subject matter hereof. No variation or modification of this Agreement and no waiver of any of its provisions or conditions shall be valid unless in writing and signed by duly authorized representatives of the Parties. This Agreement shall be binding upon FCRTA, CITY, and their

successors in interest, legal representatives, executors, administrators, and assigns with respect to all covenants as set forth herein.

VIII. INDEMNITY

The CITY and FCRTA (hereafter individually referred to as a "PARTY") shall hold harmless, and indemnify the other PARTY and its respective governing board, officers, directors, employees, authorized agents, contractors or subcontractors from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' and expert witness fees and costs) that arise out of or as a result of any negligent act or omission or willful misconduct of the indemnifying PARTY or its governing board, officers, directors, employees, authorized agents, contractors or subcontractors in carrying out the indemnifying PARTY's obligations under this Agreement, except to the extent that such expense, liability or claim is proximately caused by the negligence or willful misconduct of the PARTY indemnified or its governing board, officers, directors, employees, authorized agents, contractors or subcontractors.

IX. NON DISCRIMINATION AND DBE

CITY shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CITY shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CITY to carry out these requirements is a material breach of this contract, which may result in the termination of this contract and such other remedy as the recipient deems appropriate.

X. INSURANCE

Without limiting either Parties right to obtain indemnification, CITY shall require its subcontractors, at their sole expense to maintain in full force and effect the following insurance policies throughout the term of this Agreement:

- A. General liability insurance with coverage of not less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If the Commercial General Liability Form or any other policy with a general aggregate limit is used, either the aggregate limit shall be endorsed to apply separately to this project or the aggregate limit shall be twice the above occurrence limit.
- B. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- C. Automobile Physical Damage: Subject to existing law, collision and other types of physical damage coverage, including repair or replacement with comparable equipment.

- D. The above liability limits may consist of a combination of a primary policy limit and an excess policy limit to total at least \$1,000,000.
- E. Workers compensation insurance as required by law.

General liability insurance policies shall name the FCRTA, its officers, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by FCRTA, its officers, agents, and employees, shall be excess only and not contributing with insurance provided under the CITY's subcontractors policies herein.

CITY shall not cancel or change any insurance policy required by this Agreement without a minimum of thirty (30) days advance, written notice given to FCRTA.

CITY shall provide certification of all insurance policies required by this Agreement to FCRTA within twenty-one (21) days of the date of the execution of this Agreement.

XI. CONFLICT OF INTEREST

CITY and FCRTA covenant they have no interest, and will not have any interest, direct or indirect, which would conflict in any manner with the performances of the services required hereunder.

XII. EFFECTIVE DATE, TERM

This Agreement shall become effective as of the Effective Date above and shall remain in full force and effect through June 30, 2022, unless sooner terminated or unless its term is extended. Upon the mutual written Agreement of the Parties hereto, this Agreement may be extended beyond that date.

XIII. NOTICES

Any and all notices between FCRTA and the CITY provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the Parties, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to such Party, at such addresses set forth below:

FCRTA
Moses Stites, General Manager
Fresno County Rural Transit Agency
2035 Tulare, Suite 201
Fresno, CA 93721

CITY
Isaac Moreno, Assistant City Manager
City of Selma
1710 Tucker Street
Selma, CA 93662

For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies, any claims presentation requirements or procedures provided by

law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, commencing with section 810).

XIV. VENUE; GOVERNING LAW

Venue for any claim or action arising under this Agreement shall be in Fresno County, California. This Agreement shall be governed in all respects by the laws of the State of California.

XV. LEGAL AUTHORITY

Each Party represents and warrants to the other Party that such Party is duly authorized and empowered to execute, enter into, and perform its obligations set forth in this Agreement, and that the individual signing this Agreement on behalf of such Party has been duly authorized to execute this Agreement on behalf of such Party, and will, by signing this Agreement on such Party's behalf, legally bind such Party to the terms, covenants, and conditions of this Agreement. Each Party further represents and warrants to the other Party that no other person or entity is required to give its approval or consent to this Agreement in order for such Party to authorize, enter into, and perform its obligations under this Agreement, or that if such approval or consent to this Agreement is required, that such approval or consent has been obtained.

XVI. DRUG FREE WORK PLACE

CITY and FCRTA shall certify compliance with Government Code Section 8355 pertaining to providing a drug-free workplace per Exhibit B - "Drug Free Workplace Certification".

XVII. FEDERAL FUNDS

CITY and FCRTA shall acknowledge the participation of federal funds in this PROJECT by causing to have printed on the cover page of any final document provided subsequent to this Agreement, "The preparation of this report has been financed in part through grants from the United States Department of Transportation."

XVIII. REPRESENTATION BY COUNSEL

Each Party acknowledges that it has had the opportunity to be represented by counsel in connection with this Agreement and the transactions contemplated by this Agreement.

XIX. CONSTRUCTION OF AGREEMENT

The Parties hereby acknowledge that they and their respective counsel have cooperated in the drafting and preparation of this Agreement, for which reason this agreement shall not be construed against any Party as the drafter thereof.

///

XX. NO THIRD-PARTY BENEFICIARIES

Notwithstanding anything else to the contrary herein, the Parties acknowledge and agree that no other person, firm, corporation, or entity shall be deemed an intended third-party beneficiary of this Agreement.

XXI. COMPLETE AGREEMENT

This Agreement represents the full and complete understanding of the parties with respect to the subject matter hereof, and all preliminary negotiations and oral or written agreements with respect thereto are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by a written instrument signed by both Parties. No waiver of any provision of this Agreement will be valid unless and until it is in writing and signed by the Party making the waiver. Waiver by either Party at any time of a breach or default of this Agreement shall not be deemed a waiver of or consent to a breach or default of the same or any other provision of this Agreement.

XXII. ASSIGNMENT/TRANSFER

No assignment or transfer in whole or in part of this Agreement shall be made without the prior written consent of the FCRTA.

(Signature page follows.)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date and year first above written.

FRESNO COUNTY RURAL TRANSIT

By _____
MOSES STITES, General Manager

CITY OF SELMA

By _____
ISAAC MORENO, Assistant City Manager

APPROVED AS TO LEGAL FORM ON BEHALF OF FCRTA:
DANIEL C. CEDERBORG, County Counsel

E-Signed by
Bryan D. Rome
By Bryan D. Rome on June 14, 2021
BRYAN ROME, Deputy County Counsel

APPROVED AS TO LEGAL FORM ON BEHALF OF CITY:

By _____
SELMA CITY ATTORNEY

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

July 19, 2021

ITEM NO: 1.d.

SUBJECT: Consideration of Amendment No. 2 to the Fleet Vehicle Maintenance Services Agreement between the City and the Fresno County Rural Transit Agency

DISCUSSION: On August 29, 2018, the City entered into an agreement with Fresno County Rural Transit Agency ("FCRTA") for Fleet Vehicle Maintenance services. Through the RFP process, the City of Selma was awarded a three-year contract with an option for four additional years in one-year increments.

On June 24, 2021, the FCRTA Board of Directors approved Amendment No. 2 extending this agreement for the first one-year extension with the budget of \$899,950.40 for Fiscal Year 2021-22. The following budget years were also identified:

- FY 2022-23: \$925,238.90
- FY 2023-24: \$951,244.63
- FY 2024-25: \$978,051.12

Staff requests authorization for the Interim City Manager to execute Amendment No. 2 to the agreement for contracted services between the Fresno County Rural Transit Agency and the City for Fleet Vehicle Maintenance.

RECOMMENDATION: Approve Amendment No. 2 to the Fleet Vehicle Maintenance Services Agreement with FCRTA and Authorize Interim City Manager to Execute.

/s/
Isaac Moreno, Assistant City Manager

07/14/2021
Date

/s/
Ralph Jimenez, Interim City Manager

07/14/2021
Date

AMENDMENT II TO THE AGREEMENT FOR CONTRACTED SERVICES BETWEEN
THE FRESNO COUNTY RURAL TRANSIT AGENCY
AND
CITY OF SELMA

This Amendment II to Agreement (hereinafter "Amendment II") amends that certain Member Agency Services Agreement (hereinafter "Agreement"), entered into on July 31, 2018, between the FRESNO COUNTY RURAL TRANSIT AGENCY (hereinafter "FCRTA") and City of Selma, a municipal corporation (hereinafter "CITY"), whereby CITY agreed to provide services to FCRTA to maintain FCRTA's vehicle fleet. FCRTA and CONTRACTOR may be referred to herein collectively as the "Parties" and singularly as a "Party."

Recitals:

A. The Agreement between FCRTA and CITY has a three-year term and is set to expire on September 1, 2021.

B. The Agreement may extended for up to four (4) additional years, in one-year increments, subject to Caltrans FTA Programs Procurement Oversight Branch and FCRTA Board of Directors approval.

C. The Parties wish to extend the term of the Agreement for the first of the one-year increments.

D. The Parties agree that an amendment to the Agreement is necessary and desirable to extend the contracted services through 2022.

NOW THEREFORE, in consideration for their mutual promises, FCRTA and CITY agree to amend the Agreement as follows:

1. Notwithstanding any language to the contrary in SECTION 2 "TERM OF SERVICES" of the Agreement, the term of the Agreement shall be extended by one year to terminate on June 30, 2022.
2. That existing SECTION 4, "COMPENSATION, BILLING AND PAYMENT FOR SERVICE," shall be deleted in its entirety and replaced with the following:

The compensation to the CITY for Services under this Agreement shall not exceed \$899,950.40 for FY 2021-22; \$925,238.90 for FY 2022-23; \$951,244.63 for FY 2023-24 and \$978,051.12 for FY 2024-25, as set forth in Exhibit 1, attached hereto and incorporated herein by reference. City shall bill FCRTA for the Services set forth herein at the rates set forth in Exhibit 1. FCRTA has no responsibility to pay any sums beyond the compensation set forth in this Agreement. This amount may be amended by mutual written agreement between FCRTA and the City. FCRTA shall pay City for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from FCRTA to City for services rendered pursuant to this Agreement. City shall submit all invoices to the FCRTA in the manner specified herein:

- 4.1 **Invoices.** Subject to the previous Sections, the City shall submit a summarized monthly service bill to FCRTA within thirty (30) days, following the given month in which services were rendered on the fleet

vehicles. The billing statement shall set forth the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

4.1.1 The beginning and ending dates of the billing period.

4.1.2 A detailed billing statement of all personnel, parts, supplies provided by the City during the invoice period with copies of work orders itemizing specific maintenance, or inspection, work performed to each respective vehicle, with a separate accounting of parts and fluids.

4.1.3 The City's Contract Administrator's signature.

4.2 **Service Fees.** The City will invoice the FCRTA for actual service(s) provided in accordance with the per the attached reimbursement schedule by job class.

Invoices and billings by other independent vendors, under the City's direction, shall be coordinated by City maintenance personnel for recordkeeping and accountability requirements.

4.3 **Parts.** FCRTA shall reimburse City for the cost of all parts, fluids, and all things necessary to perform the required Services (the "Parts"), with the exception of personnel. FCRTA shall purchase and maintain all equipment necessary to provide the Services. The Parts are not included in the costs set forth in Exhibit 1, and are not subject to the dollar limitation set forth in this Section 4. The City shall not include any billing markup on Parts.

4.4 **Payment by FCRTA.** FCRTA shall make payment within thirty (30) days from receipt of said invoice.

3. This Amendment II shall become effective July 1, 2021 (hereinafter "Effective Date").
4. Upon the Effective Date, the Agreement, Amendment No. I, and this Amendment II shall together constitute the Agreement.
5. Unless expressly modified by the terms of this Amendment II, all terms of the Agreement remain in full force and effect.
6. Each Party represents and warrants to the other Party that such Party is duly authorized and empowered to execute, enter into, and perform its obligations set forth in this Amendment II, and that the individual signing this Amendment II on behalf of such Party has been duly authorized to execute this Amendment II on behalf of such Party, and will, by signing this Amendment II on such Party's behalf, legally bind such Party to the terms, covenants, and conditions of this Amendment II. Each Party further represents and warrants to the other Party that no other person or entity is required to give its approval or consent to this Amendment II in order for such Party to authorize, enter into, and perform its obligations under this Amendment II, or that if such approval or consent to this Amendment II is required, that such approval or consent has been obtained.

(Signature page follows.)

IN WITNESS WHEREOF, the Parties hereto have executed this document the _____ day of _____, 2021.

FRESNO COUNTY RURAL TRANSIT AGENCY

By _____
MOSES STITES, General Manager

CITY OF SELMA

By _____
SCOTT ROBERTSON, City of Selma Mayor

APPROVED AS TO LEGAL FORM ON BEHALF OF FCRTA:
DANIEL C. CEDERBORG, County Counsel

By Bryan D. Rome E-Signed by
BRYAN ROME, Deputy County Counsel Bryan D. Rome
on June 8, 2021

EXHIBIT 1

Proposed Budget Form (Maintenance)

Summary of FCRTA's Subsystem Individual and Total Contract Budgets for 2021-25

By Number of Vehicles, Total Service Hours, Hourly Contract Rate and Calculated Contract Budgets

FCRTA Subsystems	Service Type	# of Employees to Provide	Total Vehicle Service	FY 21-22 Hourly Contract Billing Service Rate	FY 21-22 Annual FY Total of Service Contracts	FY 22-23 Hourly Contract Billing Service Rate	FY 22-23 Annual FY Total of Service Contracts	FY 23-24 Hourly Contract Billing Service Rate	FY 23-24 Annual FY Total of Service Contracts	FY 24-25 Hourly Contract Billing Service Rate	FY 24-25 Annual FY Total of Service Contracts	Cumulative Contract Totals
Maintance Shuttle	Rural Areas	2	3,984.00	\$ 37.60	\$149,199.72	\$ 38.73	\$153,675.71	\$ 39.89	\$158,285.98	\$ 41.09	\$163,034.56	\$624,195.97
Vehicle Maintenance	Rural Areas	2	3,984.00	\$ 78.89	\$313,054.12	\$ 81.26	\$322,466.57	\$ 83.70	\$332,119.97	\$ 86.21	\$342,083.56	\$1,309,724.22
Fleet Services Coordinator	Rural Areas	1	1,472.00	\$ 95.77	\$190,000.92	\$ 98.64	\$195,700.95	\$ 101.60	\$201,571.98	\$ 104.65	\$207,619.14	\$794,892.99
Maintenance Manager	Rural Areas	1	6,324.00	\$ 95.77	\$190,000.92	\$ 98.64	\$195,700.95	\$ 101.60	\$201,571.98	\$ 104.65	\$207,619.14	\$794,892.99
Vehicle Detailing	Rural Areas	2	1,984.00	\$ 29.08	\$57,694.72	\$ 29.08	\$57,694.72	\$ 29.08	\$57,694.72	\$ 29.08	\$57,694.72	\$230,778.88
TOTALS		8	13,764.00		\$899,950.40		\$925,238.90		\$951,244.63		\$978,051.12	\$3,754,485.05

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

July 19, 2021

ITEM NO: 1.e.

SUBJECT: Consideration of a Resolution adopting the City's Annual Appropriations Limit for Fiscal Year 2021-22, Pursuant to Article XIII B of the California Constitution

DISCUSSION: Proposition 4 (1979) added Article XIII B to the California Constitution, and the goal was to limit the growth in appropriations of both state and local government to changes in the cost of living and population in order to control spending levels. These limits are also referred to as "Gann Limits" in reference to one of the measures coauthors. The measure requires that a complex series of calculations be performed each year to prepare the appropriations limit.

Each year the Department of Finance releases a letter titled, "Price Factor and Population Information." The letter provides the California per capita personal income percentage of change over prior year and each city's population change. Both factors are needed to determine the growth factor. The formula is as follows:

Per Capita Cost of Living*Population Change=Growth Factor

$$.0573 * 1.0034 = 1.060$$

This factor is then applied to the adjusted appropriation limit from the prior year to determine the new limit.

$$33,484,212 * 1.060 = 35,523,227$$

The attached Resolution and Exhibit meet the requirement and is hereby submitted for Council consideration.

RECOMMENDATION: Council adopt the attached Resolution setting the Fiscal Year 2021-2022 appropriations limit.

_____/s/_____
Isaac Moreno, Assistant City Manager

07/14/2021
Date

_____/s/_____
Ralph Jimenez, Interim City Manager

07/14/2021
Date

RESOLUTION NO. 2021 – __R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA
ADOPTING THE CITY'S ANNUAL APPROPRIATIONS
LIMIT FOR FISCAL YEAR 2021-2022, PURSUANT TO ARTICLE XIII B OF THE
CALIFORNIA CONSTITUTION**

WHEREAS, Article XIII B of the California Constitution requires cities to adopt annual Appropriations Limits; and

WHEREAS, pursuant to Government Code 7910, the annual Appropriations Limit must be established by resolution each year at a regularly scheduled meeting or a noticed special meeting; and

WHEREAS, City Staff has calculated the Appropriations Limit using the Department of Finance letter released annually regarding price factor and population information.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SELMA HEREBY FINDS, DETERMINES AND RESOLVES AS FOLLOWS:

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

SECTION 2. The Appropriations Limit for the City for Fiscal Year 2021-22 is hereby approved and established at \$35,523,227.

SECTION 3. The Appropriations Limit was calculated by using the per capita personal income percentage change for the state and the population change for the City to determine the growth factor as set forth in Exhibit "A", attached hereto and incorporated herein by reference.

SECTION 4. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 5. 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 by the City Council of the City of Selma at a regular meeting this 19th day of July, 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

Exhibit A

Schedule to Calculate GANN Appropriation Limit Fiscal Year 2021-2022

Fiscal Year 2020-2021 Appropriation limit, adopted		33,484,212
A. Population Growth Adjustment	1.0034	
B. Inflation Adjustment, CPI	<u>1.0573</u>	
Growth Factor (A x B)	1.0608948	
Increase in Appropriation Limit		35,523,227

Changes to Appropriation Limits for years subsequent to 1986-87 per amendment
to Article XIII of the California Constitution by 1990 Proposition 111.

Adjustment factors provided by the Department of Finance annual Price Factor and Population Information
Bulletin

EXHIBIT "A"

**SCHEDULE TO CALCULATE APPROPRIATIONS SUBJECT TO LIMIT
FOR FISCAL YEAR 2017-2018**

Total 1986-87 Appropriations Limit		\$5,715,069
	CPI 1.0347 x Pop. 1.0468	
Change factor to be applied to 1986-87 Limit		<u>1.0831</u>
Adjusted 1987-88 Appropriations Limit		\$6,189,991
	CPI 1.0466 x Pop. 1.0372	
Change factor to be applied to 1987-88 Limit		<u>1.0855</u>
Adjusted 1988-89 Appropriations Limit		\$6,719,235
	CPI 1.0519 x Pop. 1.0223	
Change factor to be applied to 1988-89 Limit		<u>1.0754</u>
Adjusted 1989-90 Appropriations Limit		\$7,225,865
	CPI 1.0421 x Pop. 1.0309	
Change factor to be applied to 1989-90 Limit		<u>1.0743</u>
Adjusted 1990-91 Appropriations Limit		\$7,762,747
	CPI 1.0414 x Pop. 1.0365	
Change factor to be applied to 1990-91 Limit		<u>1.0794</u>
Adjusted 1991-92 Appropriations Limit		\$8,379,109
	CPI .9936 x Pop. 1.0375	
Change factor to be applied to 1991-92 Limit		<u>1.03086</u>
Adjusted 1992-93 Appropriations Limit		\$8,637,688
	CPI 1.0272 x Pop. 1.0636	
Change factor to be applied to 1992-93 Limit		<u>1.0925</u>
Adjusted 1993-94 Appropriations Limit		\$9,436,674
	CPI 1.0071 x Pop. 1.0324	
Change factor to be applied to 1993-94 Limit		<u>1.0397</u>
Adjusted 1994-95 Appropriations Limit		\$9,811,310
	CPI 1.0472 x Pop. 1.0131	
Change factor to be applied to 1994-95 Limit		<u>1.0609</u>
Adjusted 1995-96 Appropriations Limit		\$10,408,819
	CPI 1.0467 x Pop. 1.0158	
Change factor to be applied to 1995-96 Limit		<u>1.0632</u>
Adjusted 1996-97 Appropriations Limit		\$11,066,656
	CPI 1.0467 x Pop. 1.0135	

EXHIBIT "A"

SCHEDULE TO CALCULATE APPROPRIATIONS SUBJECT TO LIMIT FOR FISCAL YEAR 2017-2018

Change factor to be applied to 1996-97 Limit		<u>1.0608</u>
Adjusted 1997-98 Appropriations Limit		\$11,739,509
	CPI 1.0415 x Pop. 1.0220	
Change factor to be applied to 1997-98 Limit		<u>1.0644</u>
Adjusted 1998-99 Appropriations Limit		\$12,495,533
	CPI 1.0453 x Pop. 1.0284	
Change factor to be applied to 1998-99 Limit		<u>1.075</u>
Adjusted 1999-00 Appropriations Limit		\$13,432,698
	CPI 1.0491 x Pop. 1.0181	
Change factor to be applied to 1999-00 Limit		<u>1.068</u>
Adjusted 2000-01 Appropriations Limit		\$14,346,121
	CPI 1.0782 x Pop. 1.0263	
Change factor to be applied to 2000-01 Limit		<u>1.1066</u>
Adjusted 2001-02 Appropriations Limit		\$15,875,417
	CPI .9873 x Pop. 1.0183	
Change factor to be applied to 2001-02 Limit		<u>1.0054</u>
Adjusted 2002-03 Appropriations Limit		\$15,961,144
	CPI 1.0231 x Pop. 1.0268	
Change factor to be applied to 2002-03 Limit		<u>1.0505</u>
Adjusted 2003-04 Appropriations Limit		\$16,767,182
	CPI 1.0328 x Pop. 1.0370	
Change factor to be applied to 2003-04 Limit		<u>1.071</u>
Adjusted 2004-05 Appropriations Limit		\$17,957,652
	CPI 1.0526 x Pop. 1.0242	
Change factor to be applied to 2004-05 Limit		<u>1.078</u>
Adjusted 2005-06 Appropriations Limit		\$19,358,349
	CPI 1.0396 x Pop. 1.0231	
Change factor to be applied to 2005-06 Limit		<u>1.064</u>
Adjusted 2006-07 Appropriations Limit		\$20,597,283
	CPI 1.0442 x Pop. 1.0112	
Change factor to be applied to 2006-07 Limit		<u>1.0559</u>
Adjusted 2007-08 Appropriations Limit		\$21,748,671

EXHIBIT "A"

**SCHEDULE TO CALCULATE APPROPRIATIONS SUBJECT TO LIMIT
FOR FISCAL YEAR 2017-2018**

	CPI 1.0429 x Pop. 1.009	
Change factor to be applied to 2007-08 Limit		<u>1.0523</u>
Adjusted 2008-09 Appropriations Limit		\$22,886,126
	CPI 1.0062 x Pop. 1.0027	
Change factor to be applied to 2008-09 limit		<u>1.00892</u>
Adjusted 2009-10 Appropriations Limit		\$23,090,270
	CPI .9746 x Pop.1.0072	
Change factor to be applied to 2009-10 limit		<u>0.98160</u>
Adjusted 2010-11 Appropriation Limit		\$22,665,409
	CPI 1.0251 x Pop. 1.0007	
Change factor to be applied to 2010-11 limit		<u>1.02580</u>
Adjusted 2011-12 Appropriation Limit		\$23,250,177
	CPI 1.0377 x Pop. 1.0068	
Change factor to applied to 2011-12 limit		<u>1.04480</u>
Adjusted 2012-13 Appropriation Limit		\$24,291,785
	CPI 1.0512 x Pop 1.0079	
Change factor to be applied to 2012-13 limit		<u>1.05950</u>
Adjusted 2013-14 Appropriation Limit		\$25,737,146
	CPI .9977xPop 1.0095	
Change factor to be applied to 2013-14 limit		<u>1.00720</u>
Adjusted 2014-15 Appropriation Limit		\$25,922,453
	CPI 1.0382 x Pop 1.0008	
Change factor to be applied to 2014-15 limit		<u>1.03903</u>
Adjusted 2015-16 Appropriation Limit		\$26,934,221
	CPI 1.0537 x Pop 1.0127	
Change factor to be applied to 2016-17 limit		<u>1.067082</u>
Adjusted 2016-17 Appropriation Limit		\$28,741,022
	CPI 1.0369 x Pop 1.0001	
Change factor to be applied to 2017-18 limit		<u>1.0370235</u>
Adjusted 2017-18 Appropriation Limit		\$29,805,114
	CPI 1.0367 x Pop 1.000064	
Change factor to be applied to 2018-19 limit		<u>1.03676635</u>

EXHIBIT "A"

**SCHEDULE TO CALCULATE APPROPRIATIONS SUBJECT TO LIMIT
FOR FISCAL YEAR 2017-2018**

Adjusted 2018-19 Appropriation Limit		\$30,900,939
	CPI 1.0385 x Pop 1.0045	
Change factor to be applied to 2019-20 limit		<u>1.04317325</u>
Adjusted 2019-20 Appropriation Limit		\$32,235,033
	CPI 1.0373 x Pop 1.0014	
Change factor to be applied to 2019-21 limit		<u>1.03875222</u>
Adjusted 2020-21 Appropriation Limit		\$33,484,212
	CPI 1.0573 x Pop 1.0034	
Change factor to be applied to 2021-22 limit		<u>1.06089482</u>
Adjusted 2021-22 Appropriation Limit		\$35,523,227

Changes to Appropriation Limits for years subsequent to 1986-87 per amendment to Article XIII of the California Constitution by 1990 Proposition 111.

Corrected CPI percentages for California State, Department of Finance bulletin 5/18/00.

Appropriations Limit Guidelines
Calculation of Proceeds

DEPT. 0000	14,231,667
CITY COUNCIL	-
CITY ATTORNEY	-
CITY MANAGER	-
HUMAN RESOURCES	-
ECONOMIC DEVELOPMENT	-
FINANCE - GENERAL ACCOUNTING	55,600
CITY CLERK	-
POLICE SUPPORT	52,550
POLICE FIELD OPERATIONS	889,144
POLICE ADMINISTRATION	-
FIRE ADMINISTRATION	2,500
FIRE OPERATIONS	717,856
FIRE PREVENTION	37,050
PLANNING	141,683
BUILDING INSPECTION	371,808
RECREATION	9,000
SENIOR CITIZENS - CITIZENS	240
CULTURAL ARTS	28,000
SENIOR CENTER - NUTRITION	4,000
RECREATION-SPORTS	21,900
PUBLIC WORKS-ENGINEERING	52,941
PUBLIC WORKS-PARKS	30,000
GENERAL-NON DEPARTMENT	-
	<hr/>
	16,645,939

Appropriations Limit Guidelines
Calculation of Proceeds

To Compute Limit To: City Population		Percent	Ratio
1/1/2020	24405		
1/1/2021	24487	0.34%	1.0034
		Formula for Ratio:	$=(.34+100)/100$

Appropriations Limit Guidelines
Appropriations Limit

Amount

A. Last Years Limit	\$33,484,212
B. Adjustment Factors	
1. Population %	1.003400
2. Per Capita Personal Income	1.0573
Total Adjustment %	1.0608948
C. Annual Adjustment \$	\$35,523,227

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

July 19, 2021

ITEM NO: 1.f.

SUBJECT: Consideration of a Resolution Directing the City Engineer to Prepare the Fiscal Year 2021-22 Engineer's Report for Landscaping Lighting and Maintenance District No. 1

DISCUSSION: The City established a Landscaping and Lighting Maintenance District ("LLMD") in 1984. The purpose of the district is to pay for landscaping, lighting, and other improvements plus services in a public area. Within the district, zones are established to create areas that benefit from the services provided. Currently there are 10 zones throughout the City.

In order to levy and collect the assessment, the City must go through several steps, the first of which is to adopt a resolution, which describes any proposed new improvements or any substantial changes in existing improvements for the LLMD, and which directs the City Engineer to prepare a report. This report will have the following information pursuant to Streets & Highways Code Section 22567:

- (a) Plans and specifications for the improvements.
- (b) An estimate of the costs of the improvements.
- (c) A diagram for the assessment district.
- (d) An assessment of the estimated costs of the improvements.
- (e) If bonds or notes will be issued pursuant to Section 22662.5, an estimate of their principal amount.

There are no new improvements or substantial changes to the existing improvements proposed for the LLMD for Fiscal Year 2021-22.

RECOMMENDATION: Adopt the Resolution directing the City Engineer to prepare the Fiscal Year 2021-22 Engineer's Report for the Landscape Lighting and Maintenance District No. 1.

/s/
Isaac Moreno, Assistant City Manager

07/15/2021
Date

/s/
Ralph Jimenez, Interim City Manager

07/15/2021
Date

RESOLUTION NO. 2021- R

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SELMA, CALIFORNIA, DIRECTING THE CITY ENGINEER TO PREPARE
THE FISCAL YEAR 2021-22 ENGINEER'S REPORT FOR LANDSCAPING AND
LIGHTING MAINTENANCE DISTRICT No. 1**

WHEREAS, in 1984, the City established a Landscaping Lighting and Maintenance District ("LLMD") to provide certain public improvements which include the construction, maintenance, and servicing of public lights, landscaping, and appurtenant facilities. The costs of the improvements are covered through a levy on each parcel within the LLMD; and

WHEREAS, pursuant to Section 22622 of the Streets and Highways Code, in order to levy and collect the assessment for the LLMD, it is necessary for the City Engineer to prepare and file a report in accordance with the provisions set forth in Streets and Highways Code Section 22565 *et seq.*; and

WHEREAS, City Staff have determined that no new improvements, and no substantial changes to existing improvements shall be made in the LLMD for Fiscal Year 2021-22.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SELMA
HEREBY FINDS, DETERMINES AND RESOLVES AS FOLLOWS:**

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

Section 2. The City Engineer is hereby directed to prepare the Fiscal Year 2021-22 Engineer's Report for Landscaping and Lighting Maintenance District No. 1, in accordance with the provisions set forth in Streets and Highways Code Section 22565 *et seq.*, and upon completion of the Report, shall file it with the City Clerk for submission to the City Council.

Section 3. Severability. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

Section 4. Effective Date. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

(RECORD OF VOTE AND SIGNATURES ON FOLLOWING PAGE)

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Selma on this 19th day of July 2021 by the following roll call vote:

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

Scott Robertson, Mayor

ATTEST:

By: _____
Reyna Rivera, City Clerk

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

July 19, 2021

ITEM NO: 1.g.

SUBJECT: Consideration of a Resolution approving a request for a special event permit waiver for the Family HealthCare Network

RECOMMENDATION: Consider approval of a request from Family HealthCare Network and waive City fees associated with the events.

BACKGROUND: The Family HealthCare Network has submitted a request to waive fees and continue providing free Covid-19 testing in Selma.

DISCUSSION: Family HealthCare Network, through Fresno County Health, provided free testing at Peter Ringo Park and Brentlinger Park during Covid-19. With the removal of the Public Space Approval through the City, staff is bringing this before City Council for consideration to continue this service at Peter Ringo Park. The County Health Department extended their agreement with the Family HealthCare Network through June 30, 2022.

The event will be a drive thru Covid-19 testing and food distribution (added service).

The organizer plans to close off the street parking along Nebraska Avenue, Attachment 1. Nebraska Avenue will remain open, Peter Ringo Park Parking Lot will remain open and no use of the park was requested. Staff will monitor this event regularly to monitor traffic flow and access into the park in case of long lines. Family HealthCare Network has done this type of event in the past and it has worked out very well according to their representative.

Fees associated with this event include the Special Events Permit.

Planning: \$1,760.00 (\$80.00 Special Event Fee x 22 days)

Total Waiver Request: \$1,760.00

Family HealthCare Network will be required to provide proof of insurance coverage as required by the City prior to the permit issuance. The County Insurance remains on file with the City of Selma.

The fee waiver serves a public purpose by allowing continued Covid-19 testing free of charge to the community as well as the food giveaway.

<u>COST:</u> (Enter cost of item to be purchased in box below)		<u>BUDGET IMPACT:</u> (Enter amount this non-budgeted item will impact this years' budget in box below – if budgeted, enter NONE).
N/A		N/A
<u>FUNDING:</u> (Enter the funding source for this item in box below – if fund exists, enter the balance in the fund).		<u>ON-GOING COST:</u> (Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE).
N/A		None.

RECOMMENDATION: Consider approval of a request from Family HealthCare Network and waive City fees associated with the events.

_____/s/_____
Mikal Kirchner, Director of Rec. and Com. Services

07/14/2021
Date

_____/s/_____
Ralph Jimenez, Interim City Manager

07/14/2021
Date

RESOLUTION NO. 2021 – __R

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SELMA, CALIFORNIA, APPROVING A
REQUEST FOR A FEE WAIVER FOR THE FAMILY
HEALTHCARE NETWORK COVID-19 TESTING AND
FOOD DISTRIBUTION.**

WHEREAS, Family HealthCare Network has requested that the City Council approve a special event permit and waive fees associated with its Community Covid-19 Testing and Food Distribution; and

WHEREAS, the total fees associated with the event are One Thousand Seven Hundred and Sixty Dollars (\$1,760.00) which is the fee for the special events permit; and

WHEREAS, the total amount Family HealthCare District is requesting the City Council to waive is One Thousand Seven Hundred and Sixty Dollars (\$1,760.00); and

WHEREAS, while the City is proposing to waive One Thousand Seven Hundred and Sixty Dollars (\$1,760.00) associated with the event, Family HealthCare District is still required to comply with all other provisions of the City's Municipal Code;

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

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

SECTION 2. Family HealthCare District is a 501 (c)(3) non-profit organization based in Visalia, CA which seeks to provide health care needs and services to residents.

SECTION 3. The City Council hereby approves the special event permit fee waiver associated with the Covid-19 Testing and Food Distribution event in the amount of One Thousand Seven Hundred and Sixty Dollars (\$1,760.00).

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

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

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

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

PASSED, APPROVED AND ADOPTED this 19th day of July, 2021, by the following vote:





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

Scott Robertson, Mayor

ATTEST:

Reyna Rivera, City Clerk



-  Registration
-  Food Distribution
-  Provider
-  COVID Test

1.h

CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
77594	07/02/2021	Printed	DAVID M. AGUALLO	JULY 3RD ENTERTAINMENT		2,200.00
77595	07/06/2021	Printed	RALPH JIMENEZ	INTERIM CITY MANAGER AGREEMENT JUNE 22nd-30th		4,950.00
77596	07/06/2021	Printed	SECOND CHANCE ANIMAL SHELTER	MONTHLY SUPPORT -JULY 2021		7,925.80
77597	07/08/2021	Void				
77598	07/08/2021	Void				
77599	07/08/2021	Printed	ARAMARK UNIFORM	UNIFORMS/TOWELS/FIRST AID KITS 5/20-6/3/21		869.85
77600	07/08/2021	Printed	AT&T	TELEPHONE -JUNE 2021		22.72
77601	07/08/2021	Printed	AT&T	INTERNET SERVICE -WEED & SEED		64.20
77602	07/08/2021	Printed	AT&T	PD FIRE ALARM		83.59
77603	07/08/2021	Printed	AT&T	TELEPHONE 5/12/21-6/11/21		46.19
77604	07/08/2021	Printed	AT&T	TELEPHONE 5/12/21-6/11/21		87.60
77605	07/08/2021	Printed	AT&T MOBILITY	TELEPHONE -MDT'S 5/12-6/11/21		1,577.90
77606	07/08/2021	Printed	BANNER PEST CONTROL INC	PEST CONTROL -JUNE 2021		441.00
77607	07/08/2021	Printed	CESAR F. BEJARANO / RAPDI JUNK REMOVAL	CLEAN UP 2327 PARK	R	600.00
77608	07/08/2021	Printed	JAY WESLEY BROCK / TOP DOG TRAINING CENTER	K9 MAINTENANCE 6/7/21		360.00
77609	07/08/2021	Printed	CASCADE FIRE EQUIPMENT COMPANY	TURNOUTS	G	17,006.07
77610	07/08/2021	Printed	CISCO SYSTEMS CAPITAL CRP	LEASE-PHONE SYSTEM/BACKUP 6/15-7/14/21		3,280.05
77611	07/08/2021	Printed	DATAPATH LLC	NEW FIBER FROM CITY HALL TO FIRE STATION 2		9,884.89
77612	07/08/2021	Printed	DEPARTMENT OF JUSTICE	BLOOD ALCOHOL ANALYSIS-MAY 21		105.00
77613	07/08/2021	Printed	DIVISION OF THE STATE	ADA FEE 4/1/21-6/30/21		156.00
77614	07/08/2021	Printed	ENTENMANN-ROVIN CO.	BADGE PINS		1,209.27
77615	07/08/2021	Printed	FINANCIAL PACIFIC LEASING	COMPUTER UPGRADE LEASE		11,020.93
77616	07/08/2021	Printed	FRESNO COUNTY EDC	CENTRAL VALLEY TRAINING CENTER 5/1/21-5/31/21	R	23,696.72
77617	07/08/2021	Printed	FRESNO COUNTY EDC	CVTC REIMBURSABLE EXPENSES - LABORERS SAFETY CERTS & HAZWAP 40	R	11,000.00
77618	07/08/2021	Printed	GEIL ENTERPRISES INC	JANITORIAL SERVICES -JUNE 2021		3,060.00
77619	07/08/2021	Printed	JESUS GOMEZ	GYM MEMBERSHIP REIMBURSEMENT		200.00
77620	07/08/2021	Printed	JOSEPH GOMEZ	BECOMING A POLICE CHIEF TRAINING PER DIEM 4/19-4/22/21		187.00
77621	07/08/2021	Printed	HENRY SCHEIN INC.	MEDICAL SUPPLIES		163.29
77622	07/08/2021	Printed	RAUL R HERRERA JR / ECN POLYGRAPH	POLYGRAPH SERVICES 6/1-6/11/21		1,400.00
77623	07/08/2021	Printed	ANNA M JAIMES / J&A DRUG & ALCOHOL TESTING	EMPLOYEE DRUG TESTING-PD		367.00
77624	07/08/2021	Printed	JAM SERVICES, INC.	12" RED BALL TRAFFIC ST LIGHT		242.98
77625	07/08/2021	Printed	RALPH JIMENEZ	INTERIM CITY MANAGER AGREEMENT- JULY 2021		16,500.00
77626	07/08/2021	Printed	KENT M KAWOGOE, PHD	PRE-EMPLOYMENT PSYCHOLOGICAL EXAMS		650.00
77627	07/08/2021	Printed	KOEFRAN INDUSTRIES, INC.	EMPTY ANIMAL CONTROL FREEZER - MAY 2021		163.86
77628	07/08/2021	Printed	LEXIPOL LLC	LE MANAGEMENT SERVICES		11,418.00
77629	07/08/2021	Void				
77630	07/08/2021	Void				
77631	07/08/2021	Printed	LIEBERT, CASSIDY, WHITMORE	LEGAL FEES -MARCH & APRIL 2021		58,121.30
77632	07/08/2021	Printed	LOZANO SMITH LLP	LEGAL SERVICES -MAY 2021		35,455.85
77633	07/08/2021	Printed	JANINE D MINAMI / AMI CONCEPTS	BUSINESS IMPROVEMENT DISTRICT ANALYSIS & REVIEW	G	5,800.00
77634	07/08/2021	Printed	MUNICIPAL EMERGENCY SERVICES	FIRE FOAM CONCENTRATE		1,830.73
77635	07/08/2021	Printed	OFFICE DEPOT, INC.	OFFICE SUPPLIES		317.76
77636	07/08/2021	Printed	PG&E	UTILITIES -JUNE 2021		11.84
77637	07/08/2021	Printed	PG&E	UTILITIES -JUNE 2021		53.02
77638	07/08/2021	Printed	PG&E	UTILITIES -JUNE 2021		25,902.83
77639	07/08/2021	Printed	PG&E	UTILITIES -JUNE 2021		136.00
77640	07/08/2021	Printed	PG&E	UTILITIES -JUNE 2021		15,836.62

CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
77641	07/08/2021	Printed	SANTA MARIA CALIFORNIA NEWS	PH ANNEXATION/PV ORDINANCE, EMPLOYMENT ADS-TRANSIT, URGENCY FIREWORK ORDINANCE		2,518.27
77642	07/08/2021	Printed	SELMA DISTRICT CHAMBER OF	JULY 3RD ADVERTISING		175.00
77643	07/08/2021	Printed	SELMA UNIFIED SCHOOL DISTRICT	FUEL -MARCH 2021		15,275.98
77644	07/08/2021	Printed	SELMA UNIFIED SCHOOL DISTRICT	FUEL -APRIL 2021		15,635.20
77645	07/08/2021	Printed	STATEWIDE TRAFFIC SAFETY AND SIGNS	20 MIN PARKING LOADING ZONE 2ND ST SIGN		39.05
77646	07/08/2021	Printed	TAG-AMS, INC.	EMPLOYEE DRUG TESTING		150.00
77647	07/08/2021	Printed	TARGET SOLUTIONS LEARNING LLC	ONLINE TRAINING PROGRAM -FD		2,240.00
77648	07/08/2021	Printed	THE CRISCOM COMPANY	SEWER INFRASTRUCTURE -JULY 21		4,500.00
77649	07/08/2021	Printed	TRACY TOSTA	CANVA GRAPHIC DESIGN SOFTWARE REIMBURSEMENT		90.65
77650	07/08/2021	Printed	U.S. BANK CORPORATE PMT SYSTEM	CALCARD CHARGES 5/25-6/22/21	PARTIAL R	55,164.35
77651	07/08/2021	Printed	UNITY IT	MDT MANAGED SERVICES -MAY 21		3,168.50
77652	07/08/2021	Printed	VERIZON WIRELESS	AIRCARDS 5/19/21-6/18/21		732.11
TOTAL						374,094.97

Grant: G PD State Appropriation: PDSA (457)

Reimbursement: R

US BANK INVOICE FOR CALCARD CHARGES: 5/25/21-6/22/21

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
CALEB GARCIA	5/25/2021	CHEVRON, FRESNO CA	FUEL-ACT	269-2100-600.257.000	62.61
CALEB GARCIA	5/26/2021	AMAZON MARKETPLACE, WA	FRAUDULENT CHARGE	800-0000-121.000.000	126.23
CALEB GARCIA	5/27/2021	CHEVRON, SELMA CA	FUEL-ACT	269-2100-600.257.000	73.31
CALEB GARCIA	5/28/2021	CHEVRON, FRESNO CA	VEHICLE MAINTENANCE-ACT	701-9200-600.457.000	73.26
CALEB GARCIA	6/4/2021	VALERO, FRESNO CA	FUEL-ACT	269-2100-600.257.000	58.04
CALEB GARCIA	6/10/2021	PEACH STATION, CLOVIS CA	FUEL-ACT	269-2100-600.257.000	50.00
CALEB GARCIA	6/17/2021	METRO SHOP N GAS, FRESNO CA	FUEL-ACT	269-2100-600.257.000	61.92
CHRISTINA ARIAS	6/10/2021	SAVE MART	FINANCE ACCOUNT CLERK INTERVIEWS	100-1400-610.920.000	29.75
CITY OF SELMA FIRE QRT MST	6/14/2021	MY PATRIOT SUPPLY	MRE'S FOR OES AND SQUAD 110	100-2525-600.476.000	195.90
CITY OF SELMA FIRE QRT MST	6/14/2021	AMAZON	ROOKIE READING BOOKS	100-2525-600.476.000	69.40
CITY OF SELMA FIRE QRT MST	6/14/2021	THE HOME DEPOT	R110 STORAGE FOR RESTROOM	100-2525-600.250.000	248.19
CITY OF SELMA FIRE QRT MST	6/15/2021	COSTCO	WATER & GATORADE	100-2525-600.250.000	92.49
CITY OF SELMA FIRE QRT MST	6/15/2021	COSTCO	HYDRATION PACKETS & WATER	100-2525-600.250.000	156.51
CITY OF SELMA STATION 1	5/25/2021	WAL-MART	GATORADE AND WATER	100-2525-600.250.000	44.76
CITY OF SELMA STATION 1	6/10/2021	NAPA AUTO PARTS	SUPPLIES	100-2525-600.250.000	14.63
CITY OF SELMA STATION 1	6/21/2021	FRANKS TARPS	SUPPLIES	100-2525-600.250.000	24.95
CITY OF SELMA STATION 2	5/25/2021	O'REILLY AUTO PARTS	RETURN	701-9200-600.256.000	(18.42)
CITY OF SELMA STATION 2	5/31/2021	THE HOME DEPOT	FUEL	701-9200-600.257.000	22.13
CITY OF SELMA STATION 2	6/1/2021	BIG 5	ICE CHEST FOR 553	100-2525-600.250.000	48.80
CITY OF SELMA STATION 2	6/8/2021	THE HOME DEPOT	STATION MAINTENANCE	100-2525-600.250.000	86.53
CITY OF SELMA STATION 2	6/11/2021	WAL-MART	CLEANING SUPPLIES	100-2525-600.250.000	91.96
CITY OF SELMA STATION 2	6/18/2021	WAL-MART	COFFEE POT	100-2525-600.250.000	32.50
CITY OF SELMA TRAINING DIV	5/26/2021	FIRENUGGETS INC.	FIRE CLASS	100-2525-610.915.000	320.00
CITY OF SELMA TRAINING DIV	6/2/2021	FIRENUGGETS INC.	FIRE CLASS	100-2525-610.915.000	320.00
CITY OF SELMA TRAINING DIV	6/4/2021	PILOT-MADERA	FUEL FOR TRAINING	701-9200-600.257.000	50.19
DEBBIE GOMEZ	5/25/2021	FEDEX	CASINGS TO ATF WALNUT CREEK (NIBIN ENTRIES)	100-2100-600.250.000	25.27
DEBBIE GOMEZ	5/27/2021	AVERY	LABELS FOR NIBIN AND E-TRACE (GUNS/CASINGS)	100-2100-600.250.000	29.99
DEBBIE GOMEZ	6/1/2021	FEDEX	CASINGS TO ATF WALNUT CREEK (NIBIN ENTRIES)	100-2100-600.250.000	25.27
DEBBIE GOMEZ	6/8/2021	GALLS	DUTY BELT FROM BACKORDER	100-2200-600.250.000	85.74
DEBBIE GOMEZ	6/9/2021	LYNN PEAVEY CORP	KRAFT LARGE EVIDENCE BAGS	100-2200-600.250.000	45.03
DEBBIE GOMEZ	6/10/2021	OFFICE SUPPLY	WALL FILE POCKETS, PENS, REFILLS	100-2100-600.250.000	50.78
DEBBIE GOMEZ	6/13/2021	FEDEX	CASINGS TO ATF WALNUT CREEK (NIBIN ENTRIES)	100-2100-600.250.000	25.33
DEBBIE GOMEZ	6/14/2021	AMAZON	FLASH DRIVES FOR PATROL, MICE FOR DISPATCH	100-2100-600.250.000	74.23
DEBBIE GOMEZ	6/18/2021	UNIFORMS & ACCESSORIES	REFLECTIVE TRAFFIC VESTS	100-2200-600.250.000	230.14
EMS DIVISION 1	5/31/2021	CHEVRON	FUEL	701-9200-600.257.000	67.48
EMS DIVISION 1	6/1/2021	CIRCLE K	FUEL	701-9200-600.257.000	47.17
EMS DIVISION 1	6/7/2021	CIRCLE K	FUEL	701-9200-600.257.000	60.01
EMS DIVISION 1	6/7/2021	CHEVRON	FUEL	701-9200-600.257.000	81.78
EMS DIVISION 1	6/8/2021	CIRCLE K	FUEL	701-9200-600.257.000	47.58
EMS DIVISION 1	6/9/2021	CIRCLE K	FUEL	701-9200-600.257.000	53.18
EMS DIVISION 1	6/11/2021	CIRCLE K	FUEL	701-9200-600.257.000	46.61
FABIAN URESTI	6/11/2021	WAL-MART	OFFICE SUPPLIES	100-1600-600.100.000	15.23
FINANCE DEPT	6/11/2021	LA ESTRELLA MEXICAN RESTAURANT	INTERVIEW PANEL LUNCH	100-1600-610.920.000	95.00
FINANCE DEPT	6/15/2021	HOME DEPOT	CVTC SUPPLIES	274-1600-600.305.000	1,082.58
GEORGE SIPIN	5/24/2021	SOLID SIGNALS	TABLET MOUNTS	603-5500-600.250.000	1,500.23

US BANK INVOICE FOR CALCARD CHARGES: 5/25/21-6/22/21

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
GEORGE SIPIN	5/24/2021	O'REILLY AUTO PARTS	AIR FILTERS - STOCK	603-5500-600.256.000	40.32
GEORGE SIPIN	5/24/2021	O'REILLY AUTO PARTS	ELECTRICAL TAPE - STOCK	603-5500-600.250.000	22.35
GEORGE SIPIN	5/24/2021	O'REILLY AUTO PARTS	RESISTOR/PAINT- STOCK	603-5500-600.256.000	258.52
GEORGE SIPIN	5/24/2021	O'REILLY AUTO PARTS	OIL FILTERS - STOCK	603-5500-600.256.000	23.32
GEORGE SIPIN	5/24/2021	LES SCHWAB TIRES	REPLACE TIRES	603-5500-600.256.000	685.40
GEORGE SIPIN	5/24/2021	MICHAEL AUTOMOTIVE CENTER	MODULE - STOCK	603-5500-600.256.000	447.78
GEORGE SIPIN	5/24/2021	MICHAEL AUTOMOTIVE CENTER	CONTROL - STOCK	603-5500-600.256.000	188.12
GEORGE SIPIN	5/24/2021	ARMANDO'S SMOG	SMOG - RT#148	603-5500-600.400.000	80.00
GEORGE SIPIN	5/25/2021	NAPA AUTO PARTS	AIR FLOW SENSOR - STOCK	603-5500-600.256.000	144.69
GEORGE SIPIN	5/25/2021	SAFETY-KLEEN SYSTEMS	SERVICE PARTS WASHER	603-5500-600.400.000	270.10
GEORGE SIPIN	5/26/2021	AMAZON	TABLET CHARGERS	603-5500-600.250.000	203.80
GEORGE SIPIN	5/26/2021	ADOBE INC	CONVERT PDF TO EXCEL	603-5500-600.400.000	179.88
GEORGE SIPIN	5/26/2021	MERCEDES BENZ	BUFFERS/SPRINGS/TUBES - STOCK	603-5500-600.256.000	231.28
GEORGE SIPIN	5/26/2021	NAPA AUTO PARTS	BLUETOOTH HEAD UNIT FOR ARBOC'S	603-5500-600.250.000	195.23
GEORGE SIPIN	5/27/2021	TNT TOWING LLC	TOW RT#188-ORANGE COVE TO SELMA	603-5500-600.400.000	562.50
GEORGE SIPIN	5/27/2021	NAPA AUTO PARTS	RELAYS/BELTS-STOCK	603-5500-600.256.000	766.01
GEORGE SIPIN	5/27/2021	NAPA AUTO PARTS	CORE DEPOSIT	603-5500-600.256.000	20.50
GEORGE SIPIN	5/28/2021	NAPA AUTO PARTS	KOOL IT	603-5500-600.256.000	251.23
GEORGE SIPIN	6/1/2021	TNT TOWING LLC	TOW RT#205-FRESNO TO SELMA	603-5500-600.400.000	375.00
GEORGE SIPIN	6/2/2021	O'REILLY AUTO PARTS	FILTERS/WIPERS/BATTERIES-STOCK	603-5500-600.256.000	872.17
GEORGE SIPIN	6/2/2021	MICHAEL AUTOMOTIVE CENTER	RAMAN GEAR - STOCK	603-5500-600.256.000	557.17
GEORGE SIPIN	6/3/2021	WALMART	SHOP SUPPLIES	603-5500-600.250.000	80.18
GEORGE SIPIN	6/3/2021	O'REILLY AUTO PARTS	MAP SENSOR - STOCK	603-5500-600.256.000	109.54
GEORGE SIPIN	6/3/2021	O'REILLY AUTO PARTS	NEW MAF SENSOR - STOCK	603-5500-600.256.000	124.30
GEORGE SIPIN	6/3/2021	NAPA AUTO PARTS	MAP SENSOR - STOCK	603-5500-600.256.000	100.93
GEORGE SIPIN	6/4/2021	O'REILLY AUTO PARTS	FLEET RUNNERS/TEMP RELAYS-STOCK	603-5500-600.256.000	562.96
GEORGE SIPIN	6/4/2021	O'REILLY AUTO PARTS	BRAKE ROTORS-STOCK	603-5500-600.256.000	152.65
GEORGE SIPIN	6/7/2021	O'REILLY AUTO PARTS	ALTERNATOR - STOCK	603-5500-600.256.000	298.31
GEORGE SIPIN	6/7/2021	O'REILLY AUTO PARTS	FLEET RUNNERS - STOCK	603-5500-600.256.000	279.30
GEORGE SIPIN	6/8/2021	CENTRAL SUPPLY COMPANY	FITTINGS - STOCK	603-5500-600.256.000	12.96
GEORGE SIPIN	6/8/2021	O'REILLY AUTO PARTS	FUEL FILTERS - STOCK	603-5500-600.256.000	29.16
GEORGE SIPIN	6/8/2021	O'REILLY AUTO PARTS	OIL/AIR FILTERS - STOCK	603-5500-600.256.000	57.69
GEORGE SIPIN	6/8/2021	O'REILLY AUTO PARTS	OIL FILTERS - STOCK	603-5500-600.256.000	44.15
GEORGE SIPIN	6/8/2021	LES SCHWAB TIRES	REPLACE TIRES	603-5500-600.256.000	656.57
GEORGE SIPIN	6/8/2021	TNT TOWING LLC	TOW RT#165 FROM COALINGA TO SELMA	603-5500-600.400.000	675.00
GEORGE SIPIN	6/8/2021	TNT TOWING LLC	TOW RT#128 FROM HWY 198 TO SELMA	603-5500-600.400.000	600.00
GEORGE SIPIN	6/8/2021	NAPA AUTO PARTS	SAFETY VALVES - STOCK	603-5500-600.256.000	138.76
GEORGE SIPIN	6/8/2021	TRUCKPRO LLC	VALVES - STOCK	603-5500-600.256.000	132.98
GEORGE SIPIN	6/9/2021	POWER TRANSMISSION & SUPPLY	CABLE - STOCK	603-5500-600.256.000	169.77
GEORGE SIPIN	6/10/2021	O'REILLY AUTO PARTS	MECHANIC TRAINING-CA617	603-5500-600.400.000	39.99
GEORGE SIPIN	6/11/2021	O'REILLY AUTO PARTS	COOLANT FILTERS-STOCK	603-5500-600.256.000	50.77
GEORGE SIPIN	6/14/2021	SAFETY-KLEEN SYSTEMS	OIL DELIVERY 15W-40W/5W-30W	603-5500-600.250.000	1,721.76
GEORGE SIPIN	6/14/2021	NELSON'S ACE HARDWARE	LOCK FOR FILING CABINET	603-5500-600.250.000	6.82
GEORGE SIPIN	6/14/2021	MICHAEL AUTOMOTIVE CENTER	CONVERTER - STOCK	603-5500-600.256.000	1,230.06
GEORGE SIPIN	6/14/2021	HOME DEPOT	DETAILING SUPPLIES	603-5500-600.250.000	32.48
GEORGE SIPIN	6/16/2021	O'REILLY AUTO PARTS	OIL/AIR FILTERS/PULLEYS-STOCK	603-5500-600.256.000	737.37

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EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
GEORGE SIPIN	6/17/2021	O'REILLY AUTO PARTS	GEAR OIL	603-5500-600.250.000	412.19
GEORGE SIPIN	6/17/2021	O'REILLY AUTO PARTS	COOLANT FILTER - STOCK	603-5500-600.256.000	60.92
GEORGE SIPIN	6/17/2021	O'REILLY AUTO PARTS	BRAKE ROTORS-STOCK	603-5500-600.256.000	290.71
GEORGE SIPIN	6/17/2021	O'REILLY AUTO PARTS	RELAYS - STOCK	603-5500-600.256.000	74.07
GEORGE SIPIN	6/17/2021	NAPA AUTO PARTS	SUPPORTS - STOCK	603-5500-600.256.000	154.38
GEORGE SIPIN	6/17/2021	ARMANDO'S SMOG	SMOG -RT#168	603-5500-600.400.000	80.00
GEORGE SIPIN	6/17/2021	GRAINGER	BULBS FOR BUG ZAPPER	603-5500-600.250.000	47.51
GEORGE SIPIN	6/18/2021	O'REILLY AUTO PARTS	BATTERIES - STOCK	603-5500-600.256.000	438.18
GEORGE SIPIN	6/18/2021	HOME DEPOT	BUG ZAPPER/WATER HOSE - SHOP	603-5500-600.250.000	90.53
GEORGE SIPIN	6/18/2021	FAST SPRING	SOFTWARE SUPPORT	603-5500-600.400.000	150.00
GEORGE SIPIN	6/18/2021	LES SCHWAB TIRES	REPLACE TIRES	603-5500-600.256.000	456.93
GEORGE SIPIN	6/21/2021	FRONTIER FASTENER	SCREWS/WASHERS/FUSES-STOCK	603-5500-600.256.000	67.00
JOHNNIE CERDA	5/23/2021	SHELL OIL	GAS FOR DUI SUPERVISOR CLASS	701-9200-600.257.000	61.11
JOHNNIE CERDA	5/25/2021	COURTYARD BY MARRIOTT	ROOM FOR SGT FAIN DUI SUPERVISOR TRAINING	100-2200-610.915.000	141.04
JOHNNIE CERDA	5/25/2021	COURTYARD BY MARRIOTT	ROOM FOR SGT FAIN DUI SUPERVISOR TRAINING	100-2200-610.915.000	133.04
JOHNNIE CERDA	6/2/2021	NELSON ACE HARDWARE	KEYS FOR SALLY PORT DOOR	100-2200-600.250.000	64.87
JOSEPH GOMEZ	5/23/2021	SHELL OIL	FUEL WHILE AT TRAINING	701-9200-600.257.000	25.56
JOSEPH GOMEZ	5/27/2021	THE CLIFFS RESORT	LODGING FOR CHIEF OF POLICE TRAINING	100-2300-610.915.000	650.67
KELLI TELLEZ	6/1/2021	AMAZON	OFFICE SUPPLIES	100-1600-600.100.000	137.64
KELLI TELLEZ	6/4/2021	AMAZON	RETURN OF ITEM	100-1600-600.100.000	(17.68)
KELLI TELLEZ	6/4/2021	AMAZON	OFFICE SUPPLIES	100-1600-600.100.000	26.84
KELLI TELLEZ	6/17/2021	DELI DELICIOUS	LUNCHE FOR FIRE INTERVIEW PANEL	100-1600-600.100.000	158.70
MIKAL KIRCHNER	5/27/2021	THE HOME DEPOT	ARTS CENTER ALARM BATTERY	100-4300-600.250.000	33.63
MIKAL KIRCHNER	5/28/2021	NELSONS ACE HARDWARE	SPRAY PARK UPDATED PUMP LOCK	100-4700-600.250.000	5.84
MIKAL KIRCHNER	6/7/2021	ROSA'S PIZZA	SENIOR MEALS DELIVERY - GRANT FUNDED	805-0000-226.200.000	1,575.00
MIKAL KIRCHNER	6/9/2021	ROSA'S PIZZA	SENIOR MEALS DELIVERY - GRANT FUNDED	805-0000-226.200.000	800.00
MIKAL KIRCHNER	6/11/2021	THE HOME DEPOT	SHAHER DOOR CLIP FOR MAINTENANCE DOOR	100-4700-600.250.000	7.03
MIKAL KIRCHNER	6/14/2021	CHICAGO'S PIZZA	SENIOR MEALS DELIVERY - GRANT FUNDED	805-0000-226.200.000	1,560.83
MIKAL KIRCHNER	6/15/2021	WALMART	SHAHER CONCESSION SUPPLIES	100-4700-600.250.000	29.20
MIKAL KIRCHNER	6/15/2021	NELSONS ACE HARDWARE	SENIOR CENTER FILE CABINET KEY	100-4200-600.250.000	5.84
MIKAL KIRCHNER	6/16/2021	CHICAGO'S PIZZA	SENIOR MEALS DELIVERY - GRANT FUNDED	805-0000-226.200.000	357.73
MIKAL KIRCHNER	6/18/2021	LESLIE'S POOL SUPPLY	SPRAY PARK ENGLISH/SPANISH CPR SIGNS	100-4100-600.250.000	32.95
NESTOR GALVAN	5/24/2021	NELSON'S POWER CENTER	EXMARK BLADES	701-9200-600.256.000	188.19
NESTOR GALVAN	5/24/2021	NELSON'S POWER CENTER	CARBURETOR/FILTER-UNIT #4302	701-9200-600.256.000	56.03
NESTOR GALVAN	5/24/2021	NELSON'S POWER CENTER	BUSHINGS/SUSPENSIONS-EXMARKS	701-9200-600.256.000	32.02
NESTOR GALVAN	5/24/2021	NELSON'S POWER CENTER	55 GALLONS MOTOMIX	701-9200-600.254.000	1,471.56
NESTOR GALVAN	5/24/2021	NAPA AUTO PARTS	DEF -FIRE STATIONS	701-9200-600.254.000	195.04
NESTOR GALVAN	5/25/2021	O'REILLY AUTO PARTS	OIL/AIR FILTERS - UNIT #719	701-9200-600.256.000	128.60
NESTOR GALVAN	5/25/2021	O'REILLY AUTO PARTS	OIL FILTER - UNIT#719	701-9200-600.256.000	45.95
NESTOR GALVAN	5/25/2021	NELSON'S ACE HARDWARE	OSCILLATING TOOL	701-9200-600.305.000	177.89
NESTOR GALVAN	5/26/2021	O'REILLY AUTO PARTS	OIL FILTER - CREDIT	701-9200-600.256.000	(44.04)
NESTOR GALVAN	5/26/2021	O'REILLY AUTO PARTS	EDGE TRIM - UNIT #8510	701-9200-600.256.000	10.84
NESTOR GALVAN	5/26/2021	O'REILLY AUTO PARTS	GAS CAN - UNIT #721	701-9200-600.250.000	28.19
NESTOR GALVAN	5/26/2021	NELSON'S ACE HARDWARE	WRENCH SET	701-9200-600.305.000	65.07
NESTOR GALVAN	5/27/2021	LES SCHWAB TIRES	TIRES/ALIGNMENT- UNIT #186	701-9200-600.255.000	192.76
NESTOR GALVAN	5/27/2021	ISAAC'S AUTOMOTIVE REPAIR	BRAKE INSPECTIONS - UNIT #720	701-9200-600.457.000	40.00

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EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
NESTOR GALVAN	5/28/2021	HOME DEPOT	BRAIDED VINYL- UNIT#8510	701-9200-600.256.000	56.60
NESTOR GALVAN	5/28/2021	STEAM CLEANERS INC	SERVICE STATIONARY PRESSURE WASHER - UNIT #2402	701-9200-600.400.000	277.26
NESTOR GALVAN	6/1/2021	FORTNER'S TOWING	TOW UNIT #716-CITY HALL TO YARD	701-9200-600.458.000	80.00
NESTOR GALVAN	6/1/2021	SAFETY-KLEEN	SERVICE PARTS WASHER	701-9200-600.400.000	249.88
NESTOR GALVAN	6/2/2021	O'REILLY AUTO PARTS	DEF - SHOP	701-9200-600.254.000	119.22
NESTOR GALVAN	6/2/2021	O'REILLY AUTO PARTS	JUMP STARTER	701-9200-600.305.000	325.41
NESTOR GALVAN	6/2/2021	O'REILLY AUTO PARTS	BASKETS/BOLTS/THERMOSTAT-UNIT #725	701-9200-600.256.000	323.50
NESTOR GALVAN	6/2/2021	O'REILLY AUTO PARTS	BATTERY/AIR FILTER - UNIT #716	701-9200-600.256.000	409.71
NESTOR GALVAN	6/2/2021	COOK'S COMMUNICATIONS	INSTALL AMBER LED BEACON - UNIT #727	701-9200-600.400.000	615.91
NESTOR GALVAN	6/2/2021	COOK'S COMMUNICATIONS	INSTALL INVERTER - UNIT #727	701-9200-600.400.000	764.26
NESTOR GALVAN	6/2/2021	COOK'S COMMUNICATIONS	OUTER TRIM RINGS FOR SPOTLIGHTS	701-9200-600.256.000	80.98
NESTOR GALVAN	6/2/2021	NAPA AUTO PARTS	REDUCER ADAPTER	701-9200-600.305.000	10.84
NESTOR GALVAN	6/2/2021	FAHRNEY FORD	LOF/TIRE ROTATION - UNIT #1000	701-9200-600.457.000	69.95
NESTOR GALVAN	6/3/2021	FAST UNDERCAR	PADS/ROTORS - UNIT #190	701-9200-600.256.000	384.54
NESTOR GALVAN	6/3/2021	CAMACHO TIRES	TIRES - UNIT #2120	701-9200-600.255.000	230.00
NESTOR GALVAN	6/4/2021	NAPA AUTO PARTS	CORES - UNIT #181	701-9200-600.256.000	16.27
NESTOR GALVAN	6/4/2021	NELSON'S POWER CENTER	MULCH KIT - UNIT #3202	701-9200-600.256.000	443.49
NESTOR GALVAN	6/4/2021	NELSON'S POWER CENTER	CARBURETOR/GASKET - UNIT 34302	701-9200-600.375.000	58.77
NESTOR GALVAN	6/7/2021	TIFCO INDUSTRIES	NUTS/WASHERS/SCREWS	701-9200-600.256.000	172.77
NESTOR GALVAN	6/7/2021	O'REILLY AUTO PARTS	SERVICE VALVE - UNIT #717	701-9200-600.256.000	15.49
NESTOR GALVAN	6/8/2021	NAPA AUTO PARTS	HARDWARE KIT - EXMARKS	701-9200-600.256.000	249.38
NESTOR GALVAN	6/8/2021	H&L BODY & PAINT	BODY WORK - UNIT #726	701-9200-600.400.000	6,202.42
NESTOR GALVAN	6/8/2021	FAHRNEY FORD	LATCH - UNIT #8560	701-9200-600.256.000	184.75
NESTOR GALVAN	6/8/2021	FAHRNEY FORD	PIPE - UNIT #186	701-9200-600.256.000	275.27
NESTOR GALVAN	6/8/2021	FAHRNEY BUICK GMC	WHEEL - UNIT #719	701-9200-600.256.000	372.25
NESTOR GALVAN	6/9/2021	LES SCHWAB TIRES	REPLACED BRAKES/ROTORS- UNIT #727	701-9200-600.457.000	1,150.79
NESTOR GALVAN	6/10/2021	LES SCHWAB TIRES	TIRES - UNIT #191	701-9200-600.255.000	1,020.53
NESTOR GALVAN	6/11/2021	TIFCO INDUSTRIES	GREASE GUN/COOLING FAN-SHOP	701-9200-600.305.000	1,460.42
NESTOR GALVAN	6/16/2021	LES SCHWAB TIRES	REPLACED BRAKES/ROTORS- UNIT #183	701-9200-600.457.000	1,344.24
NESTOR GALVAN	6/17/2021	LES SCHWAB TIRES	REPLACED BRAKES/ROTORS -UNIT #1005	701-9200-600.256.000	539.01
NESTOR GALVAN	6/19/2021	NAPA AUTO PARTS	MAY/JUNE TRACS	701-9200-600.400.000	338.00
NESTOR GALVAN	6/21/2021	NELSON'S POWER CENTER	SHARPEN BLADES- UNIT #4408,4412	701-9200-600.375.000	136.00
NESTOR GALVAN	6/21/2021	CAMACHO TIRES	TIRE REPAIR - UNIT #1318	701-9200-300.255.000	50.00
NESTOR GALVAN	6/21/2021	CAMACHO TIRES	TIRE DISPOSAL	701-9200-600.255.000	60.00
NESTOR GALVAN	6/21/2021	CAMACHO TIRES	TIRE REPAIR - UNIT #180	701-9200-600.255.000	20.00
NICOLETTE ANDERSEN	5/25/2021	WALMART	TBALL SNACK BAR	605-4300-600.250.000	66.98
NICOLETTE ANDERSEN	5/26/2021	AMAZON	HOH 17TH CENTURY COSTUME PATTERN BOOKS	605-4300-656.540.037	116.04
NICOLETTE ANDERSEN	5/27/2021	WALMART	TBALL SNACK BAR	605-4300-600.250.000	102.26
NICOLETTE ANDERSEN	5/28/2021	WALMART	CKP SHREK COSTUMES/ PROPS	100-4300-600.250.000	4.84
NICOLETTE ANDERSEN	5/30/2021	AMAZON	CKP 3D PRINTER	100-4300-600.250.000	256.00
NICOLETTE ANDERSEN	5/31/2021	AMAZON	CKP SHREK FACE MASKS	100-4300-600.250.000	14.09
NICOLETTE ANDERSEN	5/31/2021	AMAZON	CKP SHREK COSTUMES/ PROPS	100-4300-600.250.000	122.57
NICOLETTE ANDERSEN	6/1/2021	AMAZON	CKP SHREK FACE MASKS	100-4300-600.250.000	7.58
NICOLETTE ANDERSEN	6/1/2021	AMAZON	CKP SHREK FACE MASKS	100-4300-600.250.000	8.12
NICOLETTE ANDERSEN	6/3/2021	AMAZON	HOH 17TH CENTURY COSTUME PATTERN BOOKS	605-4300-656.540.037	(116.04)
NICOLETTE ANDERSEN	6/8/2021	AMAZON	CKP SHREK FACE MASKS	100-4300-600.250.000	57.47

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EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
NICOLETTE ANDERSEN	6/9/2021	WALMART	HOH FABRIC & CLEANING PRODUCTS	605-4300-656.540.037	41.60
NICOLETTE ANDERSEN	6/9/2021	MUSICAL THEATER INTERNATIONAL	SACTEEN DESCENDANTS RIGHTS	605-4300-600.400.000	860.52
NICOLETTE ANDERSEN	6/10/2021	FIGURE 53	CKP PROJECTION QLAB LICENSE	100-4300-600.400.000	8.00
NICOLETTE ANDERSEN	6/10/2021	WALMART	T-BALL SNACK BAR AND CKP SNACK BAR	100-4300-600.250.000	104.09
NICOLETTE ANDERSEN	6/10/2021	AMAZON PRIME	PRIME MEMBERSHIP	605-4300-600.400.000	14.09
NICOLETTE ANDERSEN	6/11/2021	PADDLE.NET	CLEANING SOFTWARE	100-4300-600.400.000	9.99
NICOLETTE ANDERSEN	6/12/2021	WALMART	CKP COSTUME/PROPS SUPPLIES	100-4300-600.250.000	29.11
NICOLETTE ANDERSEN	6/12/2021	AMAZON	CKP MICS ELEMENTS	100-4300-600.250.000	90.30
NICOLETTE ANDERSEN	6/12/2021	AMAZON	CKP COSTUME/PROPS SUPPLIES	100-4300-600.250.000	21.68
NICOLETTE ANDERSEN	6/12/2021	DOMINIC GRIJALVA	PROJECTION RENTALS	100-4300-600.400.000	500.00
NICOLETTE ANDERSEN	6/12/2021	THE HOME DEPOT	CKP SHREK SET SUPPLIES	100-4300-600.250.000	166.01
NICOLETTE ANDERSEN	6/13/2021	AMAZON	HOH COSTUMES / PROPS	605-4300-656.540.037	156.08
NICOLETTE ANDERSEN	6/13/2021	AMAZON	CKP SHREK COSTUME/ SET SUPPLIES	100-4300-600.250.000	16.26
NICOLETTE ANDERSEN	6/13/2021	AMAZON	HOH COSTUME WIGS	605-4300-656.540.037	91.76
NICOLETTE ANDERSEN	6/13/2021	AMAZON	HOH COSTUME WIGS	605-4300-656.540.037	43.18
NICOLETTE ANDERSEN	6/13/2021	THE HOME DEPOT	CKP SHREK SET SUPPLIES	100-4300-600.250.000	81.19
NICOLETTE ANDERSEN	6/13/2021	WALMART.COM	HOH COSTUMES	605-4300-656.540.037	118.44
NICOLETTE ANDERSEN	6/13/2021	WALMART.COM	HOH COSTUMES	605-4300-656.540.037	56.36
NICOLETTE ANDERSEN	6/14/2021	NELSONS ACE	BUG SPRAY AND GLOVES	605-4300-656.540.037	28.81
NICOLETTE ANDERSEN	6/15/2021	AMAZON	HOH COSTUME / PROPS	605-4300-656.540.037	173.52
NICOLETTE ANDERSEN	6/15/2021	AMAZON	CKP COSTUME/PROPS	100-4300-600.250.000	14.09
NICOLETTE ANDERSEN	6/16/2021	AMAZON	HOH COSTUME/ PROPS	605-4300-656.540.037	197.89
NICOLETTE ANDERSEN	6/16/2021	FIGURE 53	CKP PROJECTION QLAB LICENSE	100-4300-600.400.000	24.00
NICOLETTE ANDERSEN	6/16/2021	WALMART	CKP SHREK SNACK BAR	100-4300-600.250.000	74.98
NICOLETTE ANDERSEN	6/16/2021	THE HOME DEPOT	CKP SHREK SET SUPPLIES	100-4300-600.250.000	6.81
NICOLETTE ANDERSEN	6/17/2021	WALMART	CKP SHREK SNACK BAR	100-4300-600.250.000	52.65
NICOLETTE ANDERSEN	6/17/2021	NELSONS	CKP SHREK ICE PACKS & FANS	100-4300-600.250.000	32.48
NICOLETTE ANDERSEN	6/17/2021	THE HOME DEPOT	LIGHT BULBS & DRANO	605-4300-600.250.000	15.15
NICOLETTE ANDERSEN	6/18/2021	WALMART.COM	HOH COSTUMES	605-4300-656.540.037	36.76
NICOLETTE ANDERSEN	6/18/2021	WALMART	CKP SHREK SNACK BAR	100-4300-600.250.000	22.50
NICOLETTE ANDERSEN	6/19/2021	WALMART	CKP SHREK SNACK BAR	100-4300-600.250.000	51.47
NICOLETTE ANDERSEN	6/19/2021	THE HOME DEPOT	CKP SHREK BATTERIES	100-4300-600.250.000	66.39
NICOLETTE ANDERSEN	6/20/2021	THE HOME DEPOT	CKP SHREK BATTERIES	100-4300-600.250.000	49.79
NICOLETTE ANDERSEN	6/20/2021	THE HOME DEPOT	CKP SHREK BATTERIES	100-4300-600.250.000	66.39
NICOLETTE ANDERSEN	6/21/2021	UPS STORE	CKP RETURN SHIPPING COSTUME RENTAL	100-4300-600.400.000	84.69
POLICE DEPT NO 1	6/10/2021	PETCO	DOG FOOD -POLICE K9	100-2200-600.250.000	45.34
POLICE DEPT NO 1	6/18/2021	PET MEDICAL CENTER	BOARDING FOR K9 JAY	100-2200-600.400.000	108.00
RECREATION DEPT	5/25/2021	ACE HARDWARE	KEYS	100-4700-600.250.000	3.24
RECREATION DEPT	6/2/2021	ACE HARDWARE	KEYS	100-4700-600.250.000	5.84
RECREATION DEPT	6/3/2021	CALIFORNIA PARKS & REC SOCIETY	MEMBERSHIP RENEWAL - LIZ MARTINEZ	100-4700-610.920.000	165.00
RECREATION DEPT	6/4/2021	CROWN AWARDS	T-BALL MEDALS	100-4700-600.250.000	441.05
RECREATION DEPT	6/11/2021	WALMART	CONCESSION STAND SNACKS	805-0000-226.200.000	65.32
REYNA RIVERA	5/24/2021	AMAZON.COM	REPLACE SURFACE PRO CHARGER-COUNCIL	100-1600-600.250.000	20.34
REYNA RIVERA	5/24/2021	FAMILY DOLLAR	PLANNING COMMISSION SUPPLIES	100-1100-610.920.000	6.30
REYNA RIVERA	5/26/2021	ZOOM.COM	MONTHLY WEBINAR SUBSCRIPTION COVID 19	100-1700-600.215.000	40.00
REYNA RIVERA	6/3/2021	SIERRA MARKET	COUNCIL MTG SUPPLIES	100-1600-600.250.000	5.50

US BANK INVOICE FOR CALCARD CHARGES: 5/25/21-6/22/21

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
REYNA RIVERA	6/7/2021	ROSAS PIZZA	COUNCIL MTG SUPPLIES	100-1600-600.250.000	91.03
REYNA RIVERA	6/21/2021	WALMART	COUNCIL MTG SUPPLIES	100-1100-610.920.000	50.25
ROBERT PETERSEN	6/16/2021	GS RISTORANTE ITALIANO	LUNCHES FOR FIRE INTERVIEW PANEL	100-2500-610.920.000	64.74
SHANE FERRELL	5/28/2021	HOME DEPOT	TREES -LINCOLN PARK BANDSTAND	100-5300-600.250.000	174.02
SHANE FERRELL	6/7/2021	1000 BULBS	1500W BULBS -BRENTLINGER PARK BALLFIELD	100-5300-600.250.000	232.10
SHANE FERRELL	6/7/2021	AMAZON	9V BATTERIES - PARKS	100-5300-600.250.000	46.63
SHANE FERRELL	6/10/2021	NELSON'S ACE HARDWARE	STREET PAINT SUPPLIES	210-5400-600.250.000	16.69
SHANE FERRELL	6/10/2021	NELSON'S ACE HARDWARE	BUILDINGS REPAIR SUPPLIES -SR CENTER	702-9300-600.370.000	24.94
SHANE FERRELL	6/10/2021	NELSON'S ACE HARDWARE	SUPPLIES - PARKS	100-5300-600.250.000	43.89
SHANE FERRELL	6/11/2021	NELSON'S ACE HARDWARE	SCREWS/WEED KILLER-VETERAN'S PLAZA	100-5300-600.250.000	28.46
SHANE FERRELL	6/17/2021	HOME DEPOT	FLOORING NEW PD	702-9300-600.370.000	38.40
SHANE FERRELL	6/21/2021	MID-VALLEY DISTRIBUTORS INC	ANCHORS FOR STATUES-VETERAN'S PLAZA	100-5300-600.250.000	147.96
					55,164.35

PAYROLL TRANSACTIONS**CHECK REGISTER**

Date	Check No.	Amount
4/16/2021	116557-116563	\$2,792.11
4/30/2021	116571-116577	\$3,209.74
5/14/2021	116580-116587	\$3,738.96
5/14/2021	116596-116597	\$9,874.80
5/28/2021	116598-116606	\$3,405.77
6/11/2021	116614-116623	\$3,917.54
6/11/2021	116631	\$73.88
6/25/2021	116632-116642	\$4,833.67
7/9/2021	116648-116661	\$8,421.66

Remittance Checks

Date	Check No.	Amount
4/16/2021	116564-116570	\$18,120.65
4/30/2021	116578-116579	\$1,543.51
5/14/2021	116588-116594	\$23,809.41
5/28/2021	116607-116613	\$19,169.69
6/11/2021	116624-116630	\$17,375.93
6/25/2021	116643-116647	\$15,037.70
7/9/2021	116662-116669	\$28,096.53

ACH Payment

Date	Description	Amount
04/07/2021	State of California	\$9,926.12
04/07/2021	Internal Revenue Services	\$64,604.62
04/13/2021	CalPERS	\$64,033.68
04/13/2021	City Health Insurance	\$150,842.52
04/16/2021	Consolidated Direct Deposits	\$192,463.52
04/16/2021	Selma Fire Fighters Assn	\$761.71
04/16/2021	CalPERS	\$59,629.80
04/21/2021	State of California	\$11,044.24
04/21/2021	Internal Revenue Services	\$70,205.66
04/30/2021	Consolidated Direct Deposits	\$219,744.92
05/05/2021	State of California	\$14,682.14
05/05/2021	Internal Revenue Services	\$80,992.93
05/14/2021	Consolidated Direct Deposits	\$186,597.07
05/14/2021	Selma Fire Fighters Assn	\$761.71
05/19/2021	State of California	\$10,534.24
05/19/2021	Internal Revenue Services	\$67,608.40
05/19/2021	CalPERS	\$59,009.55
05/25/2021	CalPERS	\$60,122.83
05/25/2021	CalPERS	\$60,122.83
05/27/2021	State of California	\$10,739.99
05/27/2021	Internal Revenue Services	\$67,901.74
05/28/2021	Consolidated Direct Deposits	\$178,518.69
05/28/2021	Selma Fire Fighters Assn	\$746.71
06/10/2021	City Health Insurance	\$146,883.18
06/11/2021	Consolidated Direct Deposits	\$178,204.77
06/11/2021	Selma Fire Fighters Assn	\$746.71
06/16/2021	State of California	\$10,007.64
06/16/2021	Internal Revenue Services	\$62,816.51
06/16/2021	Consolidated Direct Deposits	\$37,584.89
06/21/2021	State of California	\$8,671.60
06/21/2021	Internal Revenue Services	\$33,909.03
06/25/2021	Consolidated Direct Deposits	\$175,828.09
06/25/2021	Selma Fire Fighters Assn	\$746.71
06/30/2021	State of California	\$9,985.47
06/30/2021	Internal Revenue Services	\$62,900.47
07/01/2021	Consolidated Direct Deposits	\$13,843.22
07/05/2021	State of California	\$908.44
07/05/2021	Internal Revenue Services	\$2,515.66
07/09/2021	Consolidated Direct Deposits	\$209,994.82
07/09/2021	Selma Fire Fighters Assn	\$746.71
07/12/2021	City Health Insurance	\$124,371.75
07/14/2021	State of California	\$12,046.97
07/14/2021	Internal Revenue Services	\$72,608.66

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

July 19, 2021

ITEM NO: 2.

SUBJECT: Consideration and necessary action to approve The 559 Mural Project Painting on the Salazar Center

RECOMMENDATION: Authorize City Manager to execute The 559 Mural Project Application.

BACKGROUND: City Council approved a Mural Policy and Application process for Murals to be placed on businesses and approved by the owner of the business. The Policy allows the Selma Arts Council to approve mural projects.

DISCUSSION: The 559 Mural Project has submitted an application and received a recommendation from the Selma Arts Council to paint a mural on the Salazar Center. The application requires a signature by the owner and in this case, since it is a City owned building, staff is seeking approval of the City Council as the governing body.

In addition, as stated in the mural application, attachment 5, the policy states the mural presented to the Arts Council must be complete and no modifications may be made to the design unless a new application is presented. The 559 Project in their presentation to the Arts Council did request (copied below) the following considerations be approved:

1. We ask that you grant us flexibility in making changes to the mural as we are executing it, meaning that major images, concepts, and writing will be kept but artists may be allowed to choose, for example, to change the color of the children's t-shirt, the addition of something like a bird, or the relative size of an element. We ask this, because, as an organization that advocates for the arts and artists, our artists need that flexibility in order to free their voice and allow true expression to take place while keeping to the clear guidelines you have set in the Mural Permit Guidelines.
2. We ask that you grant us flexibility regarding the poem and where it will be placed within the mural. The current rendering of the mural you see in the proposal does not include the poem, which is a critical piece of the purpose of the Mural. In conversations with the artists, they recommended integrating the poem within the art piece during the process of creation so that it becomes a unified piece.

Poem: Begin the day with sights on each and every opportunity, a place the mind and spirit can call home. Equity, in action, you and I working to ensure the air and water are clean for everybody, that our schools and libraries house books and hopes, on which to reach, the next level of books and hopes. Selma builds on justice and vision, a world of equity, a city of bounty shared by all.

The wording of the poem will not change.

3. Lastly, we also ask you to grant us flexibility in the imagery of the two children. One child, we propose to represent the Salazar family, which you all know is central to the barrio. The family has agreed that the grandson of Karl Salazar, whose name is also Karl will be used in the mural. Regarding the second child in the imagery, we would like to illustrate is Samantha Cruzpedro who tragically died last summer and deeply impacted the community with her death.

These two children would represent our hopes and dreams for the next generation while celebrating those we may have lost. We believe your pre-approval in this respect would make the most efficient use of your time, insight, and vision as well as that of our team and our team of artists so that we do not have to call emergency meetings.

The 559 Mural Project also has requested the City sign the Mural Project Production and Copyright Joint Ownership Management Agreement. (Attachment 3).

If the city waivers on its policy for one, it may need to waiver on its policy for all future mural applications relating to the request by The 559 Mural Project. In addition, since this is a city owned building, there is an argument that the poem is the position of/statement by the City.

Since the Salazar Center was named after Sal Salazar, both staff and The 559 Mural Project contacted the Salazar family and received support.

Representatives from The 559 Mural Project will be attending the meeting to make a presentation.

RECOMMENDATION: Authorize City Manager to execute The 559 Mural Project Application.

/s/ 07/14/2021
Mikal Kirchner, Director of Recreation Date

/s/ 07/14/2021
Ralph Jimenez, Interim City Manager Date

Attachments:

1. Mural Option as approved by the Selma Arts Council. The 559 Mural Project did seek community input based on two options, the attached option was the overall favorite.
2. Completed Mural Project Application.
3. The 559 Mural Project Production and Copyright Joint Ownership Management Agreement. Requesting City Authorized Signature.
4. Certificate of Insurance Coverage.
5. Mural Application – Blank Copy



City of Selma
1710 Tucker Street
Selma, CA 93662
(559) 891-2200
Fax (559) 896-1068

Mural Application

Applicants: The 559 Mural Project and in partnership with Jose A. Moreno, III	Phone: 415-271-8224
Address: 111 St. Matthews Ave #402,	San Mateo, CA 94401
Property Owner: City of Selma	559-891-2200
Address: 1710 Tucker Street	Selma, CA 93662

1. Mural Details (Explain the nature of the mural including its size and materials utilized):

Mural Subject Matter:

The mural is culturally representative of the people who live in the community which is predominantly Latino, in particular Mexican descent. The mural promotes education, honors farmworkers, and has elements of social justice to shine light on current and relevant issues taking place today that impact the daily life of this community.

Mural Site:

The Salazar Center, 1800 Sheridan Street, Selma, CA 93662

Mural Dimensions:

Width: 62 ft (roughly), Height: 10.5 ft (just before the peak) so possibly add another 6ft

Materials:

Base colors

Chromatic mural paint

Spray Paint

General supplies like paint brushes, buckets, plastic drop cloth, wipes, tape, etc.

Scaffolding and ladder (1 week)

2. Describe why the proposal mural is important to the City of Selma? In particular, please explain the historical significance of the mural with respect to the growth and development of the City of Selma:

Our mural is entitled *Educate to Elevate or Elevamos con Educación*. The theme is four-fold: promoting education, honoring farmworkers, interweaving cultural symbols of Mexican-Americans and Mexicans, and lastly highlighting the ongoing fight for social justice and equity. Below describes the significance of many of the elements represented in the mural

1. We pay homage to farmworkers who can be seen in the foreground tending to the grape vines. A worker is wearing a United Farm Worker (UFW) hat symbolizing the importance of labor unions (still needs to be added to the mural imagery) – that maintain living wages and fight for the rights of farmworkers. The UFW logo is an Aztec eagle referencing the farmworker's ties to their ancestral roots in Mexico. It is particularly important in this time of a global pandemic where we pay homage and respect to our essential workers, in particular those in the agricultural and food service industries.

2. In the mural to the left are hands cupping. Notice the hands are tired and worn from all the work in the fields. The hands though are holding/supporting the growth of a new plant, which could symbolize several items: a new harvest, the next generation, and/or prosperity. And as a community we have to nurture this growth with water, earth, love, care, justice, and equity.

3. Elements of social justice are sprinkled throughout the mural using the vehicle of education – books. We have chosen several book titles, both children and adult books (which we have received feedback from Selma educators and is subject to change as we gather more community feedback) that reflect Mexican-American stories of civil rights, cultural lessons, or even fantastical stories written by notable Latino authors that are not usually taught in American schools. It is through these stories we can gain a better appreciation for Mexican/Mexican-American history, arts, and culture.

4. We also have a monarch butterfly flying through the scene. But if you look closely you'll see a caterpillar crawling as well as a cocoon suspended in the air and preparing itself for a great metamorphosis – becoming a butterfly. The Monarch Butterfly is significant to Mexican culture as it appears ubiquitously during the Day of Dead celebrations (Día de los Muertos). It is believed that monarchs are the souls of their ancestor's – specifically the monarchs carry their loved one to the world of living to visit on the celebrations. To the Mazahua and Otomi ingenious people of Mexico the Monarch butterfly plays a significant role in agriculture and represents the harvester.

Because it's amazing metamorphosis it is seen as a life giver by helping to spread seeds onto the land helping to generate a new harvest. This we can appreciate as the Mexican/Mexican-American community are the Monarch Butterflies for Selma, because without their hard work each harvest Selma's economy would cease to exist.

5. We also have two children which are large and cover the entire right side of the wall. We are highlighting their importance by reflecting on them. They are reading books which they will take in knowledge to expand their minds. They are dreaming of their futures as you can see above them [the children] are adults who appear to be in professional clothing indicating their career choices who are waving back and inspiring them.

6. We will have a poem written by local poet, Aided Medina, a work in progress. We plan to incorporate a poem by Fresno poet, Aided Medina. The poem might be written throughout the mural as if it were a book itself. But we are not sure 100% where this can go until the artists are out on the wall physically painting. Thus, we are requesting flexibility in this process.

7. We also have the mountain scene at the peak of the mural which represents the Sierra Nevada Mountains, literally Selma's backyard. In that scene we have adults in their professions, a graduate and a space researcher, waving to the children.

8. The flowers sprinkled throughout the mural are Marigolds reflecting Mexican culture. The Marigold symbolizes the fragility of life and is commonly used during the Day of Dead celebrations. After this year of the pandemic, reminding us how fragile life is and how many essential workers we lost on the front lines.

9. There is one Monarch Butterfly whose wings have images within them. To the top left of the wing we see a reference to Aztec and Indigenous cultures, to the bottom left we reference the social justice fist with the UFW Aztec eagle etched behind representing the continued fight for equity when it comes to workers' rights. To the top right is a farmworker carrying the crops and to the bottom right an image of family. The latter two images are reminiscent of Diego Rivera's work, a famous Mexican muralist who was also commissioned by President Eisenhower to create beautiful murals in the U.S.

10. We have a positive statement that will be written in Spanish, Sueña en grande; nunca olvides tus raíces." which the kids in the neighborhood will appreciate.

11. We hope that children from the neighborhood could be represented in the mural. We have reached out to both the Salazar family and The Boys and Girls Club Unit Director requesting if there is interest.

References:

1. More Than Monarchs: Understanding Traditions linked to Monarch Butterflies. (2020). Retrieved from. <https://monarchjointventure.org/blog/more-than-monarchs-understanding-traditions-linked-to-monarch-butterflies>

Through this mural it is our goal to help spark inclusive revitalization and economic development in Selma's Barrio. According to the Selma's Active Transportation Report, it is clear that District 4 is a neglected community where 96% of the population is disadvantaged. One sees that the neighborhood lacks street lights, has poor and aging infrastructure, and lacks groceries stores and other amenities. We see development occurring, but that development appears to be designed to attract new and wealthier residents as opposed to making investments and improvements to a community that has been here for generations. Thus, through mural art and community dialogues our organization is helping to address the gross socio-economic and racial inequities that have negatively impacted this particular community. We hope that by spearheading more mural art or arts in general can empower the community and other leaders to drive inclusive economic development that will give folks in this community a sense of pride and where others can come to appreciate this community more.

3. *What is the timetable to commence and complete the subject mural:

We'd like to start mid-July or beginning of August, however, there are a few factors that could push us into September, which include reaching our funding goal and weather. Our funding goal is \$16,000. The artists' will take seven days to finish should the weather and funding permit.

*Murals must be completed within six months following final approval of the mural project. Failure to complete the project, will be the responsibility of the owner to paint over or be held responsible to pay for expenses paid by the City of Selma to paint over.

Owner's Initial: _____

4. Please explain what individuals, groups or organizations will install the mural? Also, please explain who will be responsible for its maintenance:

4a. The 559 Mural Project is a collective of activists advocating for artists and the arts to address racial injustice and social & economic inequities in the rural communities in Fresno County specifically through mural art and community dialogue. The Fresno Arts Council is our fiscal receiver, EIN: 94-2902674 , 501 (c)(3).

We are composed of three empowered women born and raised in Selma, CA. We are motivated to address racial and socio-economic inequity through mural art and community dialogue in the rural communities of Fresno County. Our approach is to work with stakeholders such as artists, community activists, business owners, and city officials in order to achieve our goal of creating socially conscious and culturally relevant art that can become a focal point for a community conversation around racial injustice and socio-economic inequity. We hope that the murals will become a living part of the community and act as catalysts for the public to develop creative solutions surrounding inequities that affect our rural communities and can help to move the needle forward on change.

Selena Martinez Mak, Executive Director (LinkedIn- <https://www.linkedin.com/in/selena-martinez-mak/>)

Sirina Renee Resendez, Chief Operations Officer

Keanna Louise Salazar, PR and Marketing Director

Organization website: <https://559muralproject.mystrikingly.com/>

Link to Team Biographies: <https://559muralproject.mystrikingly.com/#the-team>

4b. We like to have a discussion with the city and negotiate terms.

5. Please provide the name, address, phone number and credentials of the artist who prepared the mural design:

Lead Artist:

Mikayla Gutierrez

Phone: 559-571-0280

Address: 911 W. Noble Ave Visalia, Ca 93291

Email: mikaylamgutierrezart@gmail.com

Professional Websites:

<https://www.instagram.com/mikaylamgutierrez/>

Artist Statement:

In my work I have used my love of art to process life experiences. Each piece is not only a study of real life, but are each a glimpse into the realm of my personal thoughts and feelings. Though they reflect some reality, these pieces also help the viewer fall deeper into the imagination of a young latina woman in the Central Valley, myself. Most of my artworks are representations of how I feel about myself, others, and concepts of life. I hope to continue expressing my life through paint to further tell my story.

Biography:

Mikayla Gutierrez is a young Chicana woman native to Visalia, California. Born and raised in the Central Valley, she has used her work to share her identity with the world and represent what it is to be a young female artist in her time. Since a young age, Mikayla has used art as a means of expression of her personal experiences. After spending 2 years studying art at College of the Sequoias, and 4 years into using art as her profession, Mikayla has dedicated her time to perfecting her craft, servicing the community, and using art as a means of living and thriving.

Mikayla has spent the past few years painting and drawing, using her time to work on her craft and exhibit as much as possible. Since the age of 17, she has consistently shown her work at local art shows, farmer markets, and venues. She has also exhibited her work at galleries like Arts Visalia, Arts Consortium, and Arte Americas in Fresno. Understanding that community is important, as well as representation for the Latino community, she has volunteered at the Tulare County library for children's face painting, has taught art classes and has hosted online painting sessions for children of our local libraries. Her greatest achievement was earning a certificate of achievement from the State of California, after painting a 40 foot mural at the Visalia Public Cemetery.

From painting for expression, to painting murals for local businesses, Mikayla has experimented in many mediums, one of those mediums being body art. Mikayla Gutierrez currently works as a professional tattoo artist at Body Art Gallery in Tulare, California, just 15 minutes from her hometown Visalia. She spends most of her time now creating custom black and grey realism tattoos for locals of the area. Inspired by mentors, local artists and her parents, Mikayla uses tattooing as a means of servicing art to the community. In her spare time, she continues her craft in her personal art studio, working on commissions and new mural projects.

Assistant Artists:

Name: Nicole Jimenez
Phone: 559-283-0511
Address: 2604 Peach St. Selma, CA 93662
Email: nikkijimenez89@gmail.com

Professional Website:

https://www.instagram.com/rogue_customs_559/
https://www.instagram.com/nikki_jimenez/

Biography:

Nicole Jimenez is a self-taught artist from Selma, California who has participated and competed in many exhibits across the Central Valley. Some of the places her paintings have been shown include: the Fresno Fair, Fresno City Hall, Fresno Art Hop, Yosemite International Airport, Reedley's Annual Art Hop, as well as past exhibits in Hanford, Kingsburg, and Modesto.

As a child, she drew artistic inspiration from watching cartoons and drawing pictures from comic books; after high school she began to independently study the artists of the Italian Renaissance, and these subjects still continue to be a major influence on her work. Her most current subjects and inspiration for art has been her own family and Mexican-American heritage.

Name: Brandi Nuse-Villegas
Phone: 559-305-2617
Address: 713 East Andrews Ave, Fresno, CA 93704
Email: brandi@nusevillegas.art

Professional Websites:

www.nusevillegas.art
www.instagram.com/nusevillegasart/
www.patreon.com/brandinv

Biography:

Brandi Nuse-Villegas is an artist based in the Central Valley of California. Brandi's work explores the nature of the connections that make up the human experience and the deep desire to restore broken

connections. The invitation to touch her artwork is a strong conceptual and experiential component of that exploration. Her art forms include murals, assemblage, installation, photography, printmaking, drawing, and painting. Currently, she is working on portraiture in social justice contexts.

Brandi has lived in the Central Valley since 1989. Following undergraduate studies in 2000, Brandi returned to her adopted hometown, Dinuba, California, because of the sense of community there and a desire to pursue the vocation of artist within the larger community of the Central Valley. The past decade has afforded her the opportunity not only to make and show art in this context, but also to work with artists in new and developing art councils and communities, assist in the creation of art spaces, promote art making and sharing within faith communities, and teach art and creative expression in community venues. Her exploration of the role of art within the community has also included the practice of impromptu art making with the context of communal gathering and corporate expressions of worship as an element of multi-disciplinary interaction.

Her most recent mural was completed last fall for OnRamps Church in Fresno as part of its revitalization efforts.

Brandi received her B.S. in Studio Art with an emphasis on Drawing and Painting at Biola University in 2000. She will be pursuing her M.A. in Studio Art at California State University Fresno in Fall 2021.

Site: Address: 1800 Sheridan Street, Selma, CA 93662

Assessor's Parcel: APN is 390-083-18T

Current Zoning: Open Space (OS)

Mural Location: Wall facing the basketball courts.

Enclos

- 1) Mural Imagery- JPEG and PDF
- 2) Fresno Arts Council Agreement
- 3) Budget

The 559 Mural Project Production and Copyright Joint Ownership Management Agreement

This Agreement is made and entered into by the 559 Mural Project (henceforth "559"), the Artist known as Mikayla Gutierrez, whose place of business is 911 W. Noble Ave. (henceforth "Artist"), and The City of Selma the owner of the property located at Salazar Center, 1800 Sheridan Street, Selma, CA 93662 (henceforth "Client") (collective referred to as the "Parties"), on this date April, 2021 ("Effective Date").

Recitals

WHEREAS 559 desires to produce a mural titled Educate to Elevate, has a theme that is four-fold, promoting education, honoring farmworkers, interweaving cultural symbols of Mexican-Americans and Mexicans, specifically focusing on the ancient Aztecs and Oaxacan peoples who have influenced this community for generations and in particular, Selma's El Barrio, lastly there are elements of social justice and equity to reflect the continued fight for equality in this country. ("The Mural") on a building wall of a community center located at 1800 Sheridan Street, Selma, CA 93662 ("Mural Site"). A description of the proposed mural, and agreed upon designs and plans are attached to this Agreement as Exhibit A.

WHEREAS Client agrees with the mission of 559 to address racial injustice and social and economic inequalities and is the owner of the Mural Site and desires to commission the construction of the Mural at the Mural Site

WHEREAS The Artist is a recognized professional artist and muralist.

WHEREAS by this Mural Project Production and Copyright Joint Ownership Management Agreement (the "Agreement"), 559 and the Artist wish to set out their respective duties as co-creators of the Mural and their respective rights and duties in regards to managing the copyright of the Mural.

WHEREAS 559 has entered into a Fiscal Receivership with the Fresno Arts Council ("FAC"), dated October 1, 2020 (the "Fiscal Sponsor") to permit fundraising and allocate funds raised for the production of the Mural. The Fiscal Receivership is attached to this Agreement as Exhibit B.

Now Therefore, the Parties agree as follows.

Agreements

Mural Description. The mural shall depict is culturally representative of the people who live in the community which is predominately Latino of Mexican descent. The mural promotes education, honors farmworkers, and has elements of social justice to shine light on current and relevant issues taking place today that impact the daily life of this community. [should match description in Exhibit A]. The dimensions of the mural shall be Width: 62 ft (roughly), Height:

16.5 ft. The Mural will use the following materials [Base colors, Chromatic mural paint, Spray Paint General supplies like paint brushes, buckets, plastic drop cloth, wipes, tape, etc. Scaffolding and ladder enter materials used]. The mural shall be judged complete when a final layer of anti-graffiti coating, specifically [VandlSystem 1 gal. VandlGuard One Non-Sacrificial Anti-Graffiti Coating insert anti-graffiti coating] is applied to the mural.

1. Ownership.

a. **Of the Physical Mural.** Educate to Elevate shall remain in 559 and the Artist in equal shares until the Artist receives the second payment pursuant to Section 4(c) of this Agreement, at which time Educate to Elevate will pass to the Client. In the event of termination pursuant to Section 11(a)(i) or 11(a)(ii) of this Agreement, the Client shall own the Mural in whatever degree of completion and shall have the right to complete the Mural according to the final design in Exhibit A, and the rights to exhibit and sell the Mural if the Client so chooses. Client shall have no ownership interest whatsoever in the Mural Intellectual Property, as defined below.

b. Of the Mural Intellectual Property.

- i. “Intellectual Property” Refers to intangible, non-physical creations of the human mind that are recognized by law. Intellectual Property includes, but is not limited to: Copyright, Trademark, Patent, Trade Secret, Publicity Rights, Moral Rights, and rights against Unfair Attribution.
- ii. Copyrights. 559 and the Artist shall be joint authors and copyright holders. 559 and the Artist shall each own copyright in the Mural in equal shares, with the exception of any existing work that the Artist has incorporated into the Mural and identified in Exhibit A. 559 and the Artist agree to be bound by the restrictions in this Agreement upon their individual exercise of their copyrights in the Mural. **THIS AGREEMENT LIMITS THE ARTIST’S ABILITY TO EXERCISE THEIR COPYRIGHT IN THE MURAL.**
- iii. Other Intellectual Property. Any other Intellectual Property arising from the creation of the Mural, with the exception of the Artist’s existing work listed in Exhibit A, shall belong to 559 and the Artist collectively, and exercise of such rights shall be a unanimous decision between 559 and the Artist.
- iv. Transfer Restrictions. 559 and the Artist may not transfer their copyrights or other Intellectual Property under this Agreement to any third party except their designated heirs at death, or while living, to all other joint authors under this Agreement in equal shares. During the course of creating the Mural, 559 and the Artist may unanimously agree that another party may be designated a joint author and own an equal share of the Mural Copyrights and Intellectual Property under this Agreement.

2. Mural Design.

a. **Initial Meetings.** Prior to any work beginning at the Mural Site, 559 and Artist shall schedule and hold a minimum of four (4) and a maximum of six (6) meetings, not to exceed two (2) hours each, and shall consult with each other on the Mural design, promotional materials, signage and all "Creative Matters". "Creative Matters" shall mean all artistic, graphic, and design elements for the entire mural. Client must approve the final design of the mural before any installation begins. The final agreed-upon designs and a description shall be attached to this Agreement as Exhibit A.

b. **Permits and Permissions.** The Client shall obtain any and all permits and permissions necessary for installation of the Mural at the Mural Site.

c. **Design Edits.** Artist and 559 shall cooperate to create the final design of the Mural. In addition to the Artist Compensation and Net Proceeds, below, Artist will be paid \$15/hour for their time spent working on the Design of the Mural for the Initial Meetings, to a maximum of \$250 ("Design Compensation"). Artist will invoice 559 for Design Compensation. 559 shall cause Artist to be paid the Design Compensation within seven (7) days of receiving Artist's invoice. *under the \$250 discussed - SPK*
To Pay m/16/12 A345

d. **Design Changes.** Any changes to the design in Exhibit A must be made in a writing signed by all Parties to this Agreement.

e. **Commencement of Mural.** Only design and illustration work may be started, and no work may be started on the actual Mural until at least 75% of the funds required for the entire Mural have been raised and such contributions actually have been received by the Fiscal Sponsor. Furthermore, work at the Mural Site will commence only after the Parties indicate their agreement as to the Mural design by signing and dating Exhibit A. Work on the Mural will begin no later than the Commencement Date given in Exhibit A of this Agreement. ("Commencement Date").

3. **Artist Duties, Representations, and Warranties.** Artist shall be responsible for the design of the Mural and its construction. Artist's work shall be completed no later than the completion date listed in Exhibit A of this Agreement ("Completion Date"). If, in the Artist's judgement, the Mural cannot be completed by the Completion Date, Artist will give written notice to 559 and Client within three (3) days upon becoming aware of a delay, and the anticipated date that the Mural will be completed. Upon approval from 559 and Client, the Completion Date may be changed to the new date.

a. **Independent Contractor.** In the performance of the Mural production, it is expressly understood that Artist, including Artist's affiliates, agents, volunteers, employees, and subcontractors, is an independent contractor solely responsible for their/his/her acts and omissions, and Artist shall not be considered an employee of 559 or Client for any purpose.

b. **Artist Crew.** In the performance of the Mural production, it is expressly understood that Artist will not hire, employ, or use additional crew beyond that

disclosed to 559. Further crewmembers may be added by written agreement between 559 and Artist. It is expressly understood that any crew members hired, employed, or used by Artist are employees, volunteers, or independent contractors of Artist, and in no event will be an employee of 559 or Client. 559 or Client shall have no obligation regarding any employee, volunteer, or independent contractor of Artist.

- c. **Compensation.** Artist will be paid a flat fee of \$_3500_. (“Artist Compensation”). This payment will be made in two installments. The first payment will be made no later than fourteen (14) days after date this Agreement is signed. The second payment will be made no later than fourteen (14) days after the final layer of anti-graffiti coating, listed in Section 1 of this Agreement, is applied. Artist Compensation may be adjusted by an agreement signed by both Parties if circumstances make a material change to the design necessary. If a material change is needed, Artist must provide written notice to 559 within three (3) days of becoming aware of the necessary change. In addition to the Artist Compensation listed in this Section and the Design Compensation in Section 3(c) of this Agreement, Artist may also receive Net Proceeds as defined in Section 6 of this Agreement. Artist will only receive Net Proceeds once their second payment under this Section has been received.
- d. **Attribution.** Notwithstanding the restrictions on Individual Exercise of IP Rights listed in Section 5 of this Agreement, Artist may depict the Mural on their website, on their social media accounts, and in their professional portfolio as an example of Artist’s work. Artist shall be credited as co-creator on all promotional materials.
- e. **Original Work.** Artist represents and warrants that the mural is the sole work of the Artist and does not infringe the intellectual property rights of any third parties. Artist shall provide written releases to 559 from any persons, models, companies or other authors who are depicted in Artists Drafts attached to this Agreement in Exhibit A, or any final contributions to the Mural, in a form acceptable to 559.
- f. **Licenses.** Artist represents and warrants that they hold all licenses that are required by the state for their/her/his profession.

4. 559 Duties, Representations, and Warranties

- a. **Fundraising.** 559 shall be the lead fundraiser responsible for raising funds for production of the Mural. 559 shall make reasonable efforts to engage third parties as supporters and sponsors of the Mural.
- b. **Licensing. 559 SHALL BE THE EXCLUSIVE LICENSING AGENT FOR THE MURAL.** As the exclusive licensing agent, 559 shall have the sole and exclusive right to grant to third parties any right to reproduce, display, copy, create derivative works or otherwise use the Mural as the exclusive licensing agent for the Mural. The Artist will refer all requests to use the Mural for any purpose to 559.

- c. **Insurance.** Insurance for the Mural shall be secured and provided by 559 in accordance with Section 6 of Exhibit B.
- d. **Enforcement.** The powers and responsibilities 559 as the exclusive licensing agent for the Mural include the exclusive right to issue take down letters, negotiate, and to sue to enforce the Parties' copyrights in the Mural for any past, present, or future infringements of such copyrights ("Enforcement Actions"). 559 shall bear all costs and fees of such Enforcement Actions. Artist shall not institute any take down notices, legal actions, or lawsuits of any kind arising from or related to the Mural and shall instead promptly notify 559 of any such infringements which come to Artist's attention. Artist shall cooperate fully with 559 in any enforcement action at no charge.
- e. **Agent's Commission.** 559 shall retain ^{80%} [insert percentage] of all Net Proceeds earned from licensing the Mural, and any awards from Enforcement Actions. The remainder of the Net Proceeds after the Agent's share shall be divided equally between 559 and Artist in accordance with Section 6 of this Agreement.
- f. **Bookkeeping.** In accordance with the Fiscal Receivership attached as Exhibit B to this Agreement, FAC will maintain records of all income and expenses for the Mural, and for preparing any 1099s due to the Artist from the Net Proceeds, as "Net Proceeds" is defined below. Any financial reports related to Mural will be made available to the Artist within seven (7) business days upon request by the Artist to 559.
- g. **Work Time.** 559 represents and warrants that 559 will not set work hours for Artist except the Date of Commencement and Date of Completion.
- h. **Other Works.** ^{TBD} 559 represents and warrants that Artist is free to take other clients, and work on other matters during the term of this Agreement, as long as such work and matters do not conflict or interfere with Artist's duties under this Agreement.

5. Net Proceeds.

- a. **Definition.** "Net Proceeds" shall mean the gross revenues actually received from any and all sources, *less* the actual costs and fees associated with such direct sales, licensing, or enforcement (such as costs of goods sold, legal fees, filing fees, agent's percentages (if any), postage and shipping, costs of litigation, and the like), *and less* a mutually agreed reserve for costs of goods sold, vendors, and Mural Repair or Restoration. For example, in an enforcement action, if an infringer pays \$10,000 to settle an infringement, and 35% of that (\$3,500) is paid to a lawyer for negotiating it, there remains \$6,500. If 559 and Artist decide that 5% of all revenues shall be reserved for other projects and Mural repair or restoration, then 5% of \$6,500 (\$325) would be reserved, leaving \$6,175 in Net Proceeds to be distributed equally to 559 and Artist.

- b. **Division of Net Proceeds.** 559 and Artist shall divide the "Net Proceeds" of any direct sales of Mural merchandise, paid Licenses, and from enforcement of their IP Rights in the Mural equally.
- c. **Distribution of Net Proceeds.** 559 will distribute any moneys owed to Artist from Net Proceeds twice a year on the dates January and June.

6. Restoration, Repair, and Removal

- a. **Restoration Schedule.** 559 shall decide, in consultation with the Client, when the Mural needs to be repaired and restored, the budget for such repair restoration, and how to raise the funds necessary for such repair or restoration.
 - b. **Repair and Restoration Account.** 559 shall reserve ten percent (5%) from all Net Proceeds related to the Mural and shall place that amount in a Repair or Restoration Account to be managed by FAC. Any job to repair the Mural must first be offered to the Artist to complete. If the Client wishes to make repairs to the Mural outside of the amount in the Repair or Restoration account, Client must first offer the repair job to Artist, at the rate of \$75/hour.
 - c. **Modification.** No modifications may be made to the installed Mural without the unanimous consent of all parties. If any unauthorized changes are made to the Mural following its installation, Artist and 559 may remove their names from the project.
 - d. **Removal.** Client may remove the mural at Client's expense if Client reasonably determines that the Mural is harming the Mural Site or limiting Client's ability to use the Mural Site for the purpose for which it is intended; provided that Client shall provide Artist and 559 with sixty (60) days' notice that Client intends to remove the mural at the end of the notice period. Before the end of the sixty-day period, Client must meet with Artist and 559 to discuss whether or not the Mural may remain at the Mural Site. If the Parties cannot agree that the Mural will remain at the Mural site, then Client shall work with Artist and 559 to find another suitable site for the mural.
7. **Taxes.** FAC shall deduct all appropriate taxes from any payments made to any Party under this Agreement. Artist will be responsible for deducting any and all appropriate taxes to any of their employees or independent contractors and shall comply with all government requirements.
8. **Indemnification.** To the extent legally permissible, each Party shall indemnify, hold harmless, and defend the other Party and the Party's agents, affiliates, employees, and volunteers against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or related to the indemnified Party's own intentional or grossly negligent acts, omissions, or performance of the indemnifying Party's obligations hereunder ("Indemnified Claims"), including but not limited to those for breach of a third party's Intellectual Property Rights, claims by a

Party's employees or subcontractors against another Party, personal or property injury, or for payment owed to a third party by the Party whose indemnification is sought (the "Indemnifying Party"). The Parties or Party seeking indemnification shall provide the Indemnifying Party with reasonable notice, authority, and information to defend against such Indemnified Claims and will cooperate with the Indemnifying Party's defense efforts. The Party seeking indemnification may retain their own counsel to defend such Indemnified Claims at the Indemnifying Party's expense if the Indemnifying Party fails to reasonably and timely respond to the tender of an Indemnified Claim for defense and Indemnification.

- 9. Confidentiality.** Each Party agrees that the terms of this Agreement will be kept confidential and will not be disclosed to any third-party, except: (a) As required in response to a court order or subpoena, after giving prior notice to the other Party and sufficient time for that Party to object to such disclosure, if possible; (b) To a governmental entity in connection with a tax audit or to comply with a tax obligation; (c) As otherwise required by law; (d) To the mediator/arbitrator in any mediation/arbitration regarding this Agreement; and (e) To the Party's attorneys, accountants, and tax advisers. If this Agreement or any of its terms are required to be filed in court or other public forum, each Party shall, to the extent possible, file this Agreement or its terms under seal or other similar permitted means, to prevent public disclosure of this Agreement and/or any of its terms. Notwithstanding the foregoing, each Party may disclose to third-parties that they have entered into a fiscal sponsorship agreement. This Agreement's terms, however, shall not be disclosed by any Party to any third-party except as provided herein.

10. Termination

- a. For Cause.** This Agreement may be terminated for Cause by a unanimous decision of 559 and the Artist. "Cause" shall mean:
- i.** if the Fiscal Sponsor terminates the Fiscal Sponsorship Agreement under Section 11 of the Fiscal Sponsorship Agreement in Exhibit B; or
 - ii.** The Client does not grant permission to install the Mural; or
 - iii.** if insufficient funds are raised to create and install the Mural; or
 - iv.** If the Parties are unable to agree on the design of the mural and neither Party wishes to proceed to mediation; or
 - v.** Failure to raise sufficient funds from direct sales, licensing, and enforcement of the Mural to make the production and management effort worth continuing.
- b. Without Cause.** This Agreement may be terminated without Cause by a unanimous decision of 559 and the Artist; or if dissolution, bankruptcy, or insolvency of either Artist or 559 occurs.
- c. What Happens Upon Termination.**

- i. **Funds Dispersed.** Funds raised or reserved to date shall first be used to pay any outstanding debts or obligations related to the Mural, then to Artist according to the Section 4(c) of this Agreement, and then to the Fiscal Sponsor in accordance to Section 11 of the Fiscal Sponsorship Agreement listed as Exhibit B attached to this Agreement. 559 shall be responsible for notifying third parties such as contractors, including the Fiscal Sponsor, of the termination of the project. Artist is responsible for notifying their affiliates, employees, volunteers, and independent contractors of the termination of the project.
- ii. **Restrictions on Intellectual Property.** No restrictions on the Party's exercise of their individual IP rights shall remain in place and each Party may do as they wish with their IP Rights. Artist will no longer be eligible to receive Net Proceeds as defined in Section 6 of this Agreement.

11. Force Majeure. No Party under this Agreement shall be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; epidemics; explosion; riots; power failures; computer failure and any such circumstances beyond its reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software) or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental actions; damage or destruction of the facilities or locations where performance is required, denial of permits or permissions required for performance, or any other causes, contingencies, or circumstances anywhere in the World which prevent or make that Party's performance under this Agreement impractical or impossible (a "Force Majeure Event"). If a Force Majeure Event occurs, the non-performing Party shall not be deemed to have breached this Agreement. Further, in the event that a Party is unable to meet its obligations because of such Force Majeure Event and the Mural is cancelled, the non-performing Party shall have no obligation to reschedule or refund fees paid hereunder.

12. Miscellaneous

- a. **Entire Agreement.** This Agreement contains the entire agreement of the Parties and supersedes all prior negotiations and proposed agreements, written or oral. The Parties acknowledge and warrant that neither they, nor their respective agents or attorneys, have made any promise, representation, or warranty whatsoever, expressed or implied, not contained in this Agreement to induce the execution of this Agreement. Each Party acknowledges and warrants that they have not relied on any promise, representation, or warranty not contained in this Agreement in entering into this Agreement. Any promise, representation, or warranty that is not specifically contained in this Agreement will not be valid or binding on the Parties.
- b. **Modification.** Any modifications of this Agreement must be in writing and must be signed by the Parties by the modification.

- c. **Choice of Law.** This Agreement was entered into in the State of California. All rights and obligations arising out of this Agreement shall be construed under the laws of the State of California.
- d. **Successors.** The Parties intend this Agreement to be legally binding upon and shall inure to the benefit of each of them and their respective successors, assigns, executors, administrators, heirs, and estates.
- e. **Surviving Language.** Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement. The headings within this Agreement are purely for convenience and are not to be used as an aid in interpretation.
- f. **Arbitration.** Any dispute or claim arising out of or relating to this Agreement, or an alleged breach thereof, shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association. If the Parties are unable to agree on such an arbitrator, one will be appointed by the American Arbitration Association. The prevailing Party in any such arbitration shall be entitled to recover reasonable attorney's fees and costs incurred in connection with the arbitration.
- g. **Mediation.** At least 30 days prior to demanding Arbitration pursuant to Section 13(f), above, the Parties agree that any dispute or claim arising out of or relating to this Agreement, or an alleged breach thereof, shall be mediated before a mutually agreeable neutral mediator selected by the Parties. If the Parties are unable to agree on a mediator, the Parties agree to mediate the dispute before a mediator or mediation panel selected by American Arbitration Association, or its successor. All costs of mediation shall be equally borne by the Parties. The mediation process shall continue until the dispute is resolved, until the Parties agree that mediation cannot resolve the dispute, or until such time as the mediator makes a finding that there is no possibility of resolution of the dispute through mediation.
- h. **Execution.** This Agreement may be executed by the Parties in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures and signature pages sent by electronic mail shall be binding as though they are originals.
- i. **Correspondence and Notices.** Any Correspondence and Notices will be to the Parties at the email addresses immediately in this Section, or to such other places that the Parties designate from time to time in writing.
 - i. **559 Email Address:** the559muralproject@gmail.com
 - ii. **Artist Email Address:** mikaylanguterrezart@gmail.com
 - iii. **Client Email Address:** _____

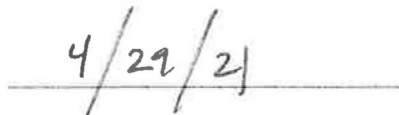
- j. **Reliance.** The Parties agree that they have not relied upon any other promise, representation or warranty, other than those contained herein, in executing this Agreement.
- k. **Authority to Sign.** Each person signing this Agreement represents and warrants that they/she/he has the authority to sign it and to bind any company on whose behalf they/she/he purports to sign.

Signatures

IN WITNESS WHEREOF, The Parties understand, agree to, and have executed this Agreement in Selma, CA on the dates below.



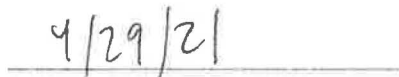
For: The 559 Mural Project



Date



For: Artist



Date

For: Client

Date

COMMERCIAL UMBRELLA POLICY DECLARATIONS

PRODUCER: POLICY NUMBER: 2020-21816-UMB

Walter R. Reinhardt Insurance Agency, Inc.
499 W. Shaw Ave., Ste. 130
Fresno, CA 93704

RENEWAL OF NUMBER: 2019-21816A-UMB-NPO

Item 1 NAME OF INSURED AND MAILING ADDRESS:

Fresno Arts Council, Inc.*
1245 Van Ness Ave.
Fresno, CA 93721

***SEE SCHEDULE NI FOR FULL NAMED INSURED**

Item 2 POLICY PERIOD: FROM 9/7/2020 TO 9/7/2021

AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

BUSINESS DESCRIPTION: Dedicated to expanding the art experience for the public

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS
POLICY, WE AGREE WITH YOU TO PROVIDE THE COVERAGE AS STATED IN THIS POLICY.

Item 3 **THE ANNUAL AND MINIMUM PREMIUM DUE AT INCEPTION: \$650**

(premium includes Terrorism Coverage - Certified Acts: \$50
but only for policies that indicate coverage on Schedule A - Schedule of Underlying Insurance)

Item 4 **LIMITS OF INSURANCE:**

a.	Each Occurrence (other than Directors' & Officers' Liability, Improper Sexual Conduct and Physical Abuse Liability, and Social Service Professional Liability)	1,000,000
	Each Wrongful Act - Directors' & Officers' Liability	Excluded
	Each Occurrence - Improper Sexual Conduct Liability	Excluded
	Each Occurrence - Social Service Professional Liability	Excluded
b.	Products Completed Operations Aggregate [(where applicable)]	1,000,000
c.	General Aggregate	1,000,000
d.	Directors' & Officers' Liability Aggregate	Excluded
e.	Improper Sexual Conduct Liability Aggregate	Excluded
f.	Social Services Professional Liability Aggregate	Excluded

Item 5 **RETROACTIVE DATES - SEE SCHEDULE OF UNDERLYING INSURANCE**

FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY AT INCEPTION (NUMBER AND EDITION DATE):

CU 21 30 01 15, CU 21 33 a 01 15, IL 09 99 01 15, NIAC-E003 UMB 08 20, NIAC-E42 UMB 09 19, SCHEDULE A 01 80, UMB 231 06 16, UMB 232 06 16, UMB-100 08 18, UMB61 05 13, SCHEDULE NI

COUNTERSIGNED: 9/15/2020

BY



(AUTHORIZED REPRESENTATIVE)

THESE DECLARATIONS, THE ATTACHED SCHEDULE OF UNDERLYING INSURANCE, TOGETHER WITH THE ATTACHED SCHEDULE OF FORMS AND ENDORSEMENTS, AND ANY FORMS AND ENDORSEMENTS WE MAY LATER ATTACH TO REFLECT CHANGES, MAKE UP AND COMPLETE THE ABOVE NUMBERED POLICY.

Notice: This risk pooling contract is issued by a pooling arrangement authorized by California Corporations Code Section 5005.1. The pooling arrangement is not subject to all of the insurance laws of the State of California and is not subject to regulation by the Insurance Commissioner. Insurance guaranty funds are not available to pay claims in the event the risk pool becomes insolvent.

SCHEDULE A - SCHEDULE OF UNDERLYING INSURANCE

POLICY NUMBER: 2020-21816-UMB

CONTROL NUMBER: 21816

NAME OF INSURED: Fresno Arts Council, Inc.; Yonsei Memory Project; Keep Kids Creating; CAC Cultural Pathways; Hanford Multicultural Theater Company; Dulce Upfront; Janka; FRIENDS Storytelling Project; West African Traditional Drumming;

TYPE OF POLICY	APPLICABLE LIMITS	INSURER POLICY #	APPLICABLE PERIOD
(A) Automobile Liability Business Auto	Bodily Injury and Property Damage Combined Single Limit \$1,000,000 Uninsured/Underinsured Motorist N/A	NIAC 2020-21816	09/07/2020 to 09/07/2021
(Does not include: Terrorism Coverage - Certified Acts)			
(B) Commercial General Liability	Each Occurrence Limit \$1,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations Aggregate Limit \$2,000,000 Personal & Advertising Injury Limit \$1,000,000 Damage to Premises Rented to You N/A (any one premises)	NIAC 2020-21816	09/07/2020 to 09/07/2021
(Includes Terrorism Coverage - Certified Acts)			
(C) Social Service Professional Liability	Each Occurrence Limit N/A Aggregate Limit N/A		
(D) Standard Workers Compensation & Employers Liability	Coverage B - Employers Liability Bodily Injury by Accident N/A Bodily Injury by Disease N/A Bodily Injury by Disease N/A	Each Accident Each Employee Policy Limit	
(E) Improper Sexual Conduct and Physical Abuse	Each Occurrence Limit N/A General Aggregate Limit N/A		
(F) Directors' And Officers'	Each Wrongful Act Limit N/A Aggregate Limit N/A		
(G) Liquor Liability	Each Common Cause Limit \$1,000,000 Aggregate Limit \$1,000,000	NIAC 2020-21816	09/07/2020 to 09/07/2021
(Includes Terrorism Coverage - Certified Acts)			
(H) Employee Benefits Liability	Each Employee N/A Aggregate Limit N/A		

INDEX OF FORMS ATTACHED TO THE POLICY

POLICY NUMBER: 2020-21816-UMB-NPO

NAME OF INSURED: Fresno Arts Council, Inc.; Yonsei Memory Project; Keep Kids Creating; CAC Cultural Pathways; Hanford Multicultural Theater Company; Dulce Upfront; Janka; FRIENDS Storytelling Project; West African Traditional Drumming;

Page 1

UMBRELLA FORMS AND ENDORSEMENTS

FORM NUMBER/EDITION DATE

Cap on Losses for Certified Acts - Terrorism Coverage	CU 21 30 01 15
Exclusion of Certified Acts of Terrorism - Automobile Liability Underlying Insurance Only	CU 21 33 a 01 15
Disclosure Of Premium For Certified Acts of Terrorism	IL 09 99 01 15
Member Criteria	NIAC-E003 UMB 08 2
Nuclear, Chemical and Biological Hazard Exclusion	NIAC-E42 UMB 09 19
Schedule A - Schedule of Underlying Insurance	SCHEDULE A 01 80
Privacy Liability and Cyber Coverage Exclusion	UMB 231 06 16
Medical Payments Exclusion	UMB 232 06 16
Commercial Umbrella Coverage Form	UMB-100 08 18
Employers' Liability Exclusion	UMB61 05 13

City of Selma
1710 Tucker Street
Selma, CA 93662
(559) 891-2200
Fax (559) 896-1068



Mural Application

Applicant(s):	Phone:
	Phone:
Address:	City: Zip:
Property Owner:	Phone:
Address:	City: Zip:

IMPORTANT! Please read filing instructions before completing this application.

When an application for any proposal is left for filing, the mere act of leaving the application does not mean the application has been accepted as being complete. You will be notified within thirty (30) days in writing whether the application has been accepted as being complete and notified of the next Selma Arts Council meeting in which it will be reviewed.

This application must be filled out completely with full answers to every statement and question. This application must be signed by the owner or owners or legally authorized agent.

Please submit the following information with your application.

- Submit three suggested mural layouts reproducible copies of an elevation drawing, prepared to scale, with dimensions, accurately depicting the mural to be painted. Subject elevation shall be prepared on a sheet of paper 8½ inches by 11 inches, in size. An electronic copy needs to be submitted in PDF format on each of the three potential mural drawings.
- Submit one elevation on each of the three murals as described above, in color, accurately depicting the mural and color scheme. The elevation shall be for display purposes and should be approximately 3 by 4 feet.
- Three References need to be included with examples supported by full color photos. An electronic copy of each of the three references needs to be submitted in PDF format.
- Copies of the mural must be provided in advance for the Arts Council review prior to being placed on an agenda for recommendation. The Arts Council meets once a month so please leave time for an appropriate review period. Once submitted, no color scheme or design can be modified by the applicant. The only modifications that can be made to a proposed mural are a modification recommended by the Selma Arts Council. (If an applicant requests a modification, a new application must be submitted.).
- Appeal Process: Within ten (10) days of the Selma Arts Council's decision on a Mural Permit, any interested party may appeal a decision of the Arts Council regarding a Mural Permit application. The appeal must be in writing and must be filed with the City Clerk within 10 days of the action by the Arts Council. The appeal shall state specifically wherein the decision of the Arts Council was inappropriate. Following public notice and public hearing, the appeal shall be considered by the City Council. Action of the City Council shall be considered final.

Existing Land Use:
Applicant's Request:
1. Mural Details (Explain the nature of the mural including its size and materials utilized):
2. Describe why the proposal mural is important to the City of Selma? In particular, please explain the historical significance of the mural with respect to the growth and development of the City of Selma:
3. *What is the timetable to commence and complete the subject mural:
<p>*Murals must be completed within six months following final approval of the mural project. Failure to complete project, will be the responsibility of the owner to paint over or be held responsible to pay for expenses paid by the City of Selma to paint over.</p> <p>Owner's Initial: _____</p>
4. Please explain what individuals, groups or organizations will install the mural? Also, please explain who will be responsible for its maintenance:
5. Please provide the name, address, phone number and credentials of the artist who prepared the mural design:

OWNERS AFFIDAVIT

STATE IF CALIFORNIA)

CITY OF SELMA)

COUNTY OF FRESNO)

WE, I, _____ being duly sworn, depose and say that **(we are) (I am)** the owner(s) of the property involved in this application and that **(we) (I)** have been familiarized with the rules and regulations of the City of Selma with respect to preparing and filing this application and that the foregoing statements and answers contained in this information on the attached map thoroughly and completely to the best of **(our) (my)** ability present the argument in behalf of the application herewith requested and that the statements and information above referred to are in all respect true and correct to the best of **(our) (my)** knowledge and belief. **(We) (I)** agree to leave mural in place on **(our) (my)** property for a minimum of eight (8) years from the date of the dedicated completion.

Telephone: _____

Signed: _____

Subject Site Information

Site Address or location of property:

Assessor's Parcel Number:

Current Zoning:

Mural Location (Section of building):

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

July 19, 2021

ITEM NO:

3.

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

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

DISCUSSION:

Update: Mr. Mendrin has not submitted a completed application or paid fees for his project as of July 14th.

City Staff met with Mr. Dave Mendrin on March 26th regarding his 2nd Street project. Mr. Mendrin presented a draft site plan and staff gave him feedback and suggested preliminary revisions on the plan. Mr. Mendrin was to take the proposed changes back to his design team. In the weeks following that initial meeting, there has been some correspondence with Mr. Mendrin's team regarding the parking requirements for the site. However, no updated plan or application for Site Plan review has been submitted to the City. On May 13, Mr. Mendrin indicated on a phone call that he was going to be opening up escrow within the next day or two on the home behind his commercial lot in order to expand his project. He had previously indicated that he was still working on getting letters of intent from Valero and Starbucks.

BACKGROUND:

There is a sign, commonly known as a freeway sign because it is visible from Highway 99 that has been abandoned or is not maintained or not used to identify or advertise any ongoing business and has not been used for any such purpose for a period of not less than ninety (90) days prior to October 16, 2020, the date upon which the Property Owner was given notice that the City would consider this Resolution declaring the sign an illegal on-site premises advertising display and a public nuisance. Under the provisions of the City's

Ordinances and under Business and Professions Code §5499.1, et. seq., the City Council of the City of Selma may, by Resolution, declare the sign a public nuisance and order the abatement of the nuisance by the property owner. Once the Resolution is approved, the property owner will be given a notice to abate the nuisance and an opportunity to object to the City's declaration that the abandoned sign is a nuisance at a City Council meeting on a date to be determined by the City Council. If the property owner fails to abate the nuisance by having the sign removed, the City may abate the nuisance using its own forces or contracting for the removal of the signs in accordance with the provisions of the Business and Professions Code. The costs of the abatement will be made a lien against the Property until paid.

At the City Council meetings of November 2, 2020, December 7, 2020, and January 19, the City Council continued this item to the second meeting in March 2021 to provide the property owner, who had previously indicated a willingness to reestablish the sign as one to advertise a product or business, additional time. At the March 15 City Council meeting, the Council continued the public hearing through May 17th to allow further time for Mr. Mendrin to achieve progress on the development project. At the May 17th Council Meeting, Council granted Mr. Mendrin an additional 60 days until July 19th to make additional progress on his project.

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

RECOMMENDATION Conduct the public hearing and determine whether property owner is progressing to reestablish use of the sign and, if so, continue consideration of

resolution declaring the sign located on the property described in the resolution to be illegal and a nuisance and ordering the property owner to abate the nuisance by removing the sign, and determine date and time to consider any objection by the property owner to the order to remove the illegal advertising display. If not, adopt the resolution.

Fernando Santillan, Community Development Director

Date

Ralph Jimenez, Interim City Manager

Date

RESOLUTION NO. 2021-__R

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

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

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

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

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

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

WHEREAS, on March 15, 2021 the City Council of the City of Selma did conduct the continued public hearing pursuant to Business and Professions Code §5499.2 to determine whether the sign was an illegal on-premises advertising display and a public nuisance and continued the public hearing to May 17, 2021; and

WHEREAS, on May 17, 2021 the City Council of the City of Selma did conduct the continued public hearing pursuant to Business and Professions Code §5499.2 to determine whether the sign was an illegal on-premises advertising display and a public nuisance and continued the public hearing to July 19, 2021; and

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

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

