City of Selma



Certificate of Recognition

presented to

Gurdwara Guru Kalgidhar Sahib

On behalf of the Citizens of Selma, the Selma City Council recognizes you for your services to the Community.

The City and the Community are proud of your efforts in making a positive change and we applaud your efforts in our community.

Presented this 17th day of July, 2023, by Mayor Scott Robertson, Mayor Pro Tem Beverly Cho, and Councilmembers Sarah Guerra, Blanca Mendoza-Navarro, and John Trujillo.

Scott Robertson, Mayor

Proclamation of the Selma City Council

This Proclamation recognizes the importance of equitable access to local parks, recreation, trails, open space, and facilities for the positive development of all Californians and their communities. We, therefore, declare the month of July 2023 as Parks Make Life Better!® Month.

WHEREAS, Parks and Recreation promotes physical, emotional, and mental health and wellness through organized and selfdirected fitness, play, and activity; and

WHEREAS, Parks and Recreation supports the economic vitality of communities by partnering with local businesses and nonprofits, and offering events for resident's engagement; and

WHEREAS, Parks and Recreation creates memorable experiences through youth sports and enrichment activities, teen centers and programs, senior activity centers, adult fitness, and enrichment programs, free community events, and beyond; and

WHEREAS, Parks and Recreation fosters social cohesiveness in communities by celebrating diversity, providing spaces to come together peacefully, modeling compassion, promoting social equity, connecting social networks, and ensuring all people have access to its benefits; and

WHEREAS, Parks and Recreation supports human development and endless learning opportunities that foster social, intellectual, physical, and emotional growth in people of all ages and abilities; and

WHEREAS, Parks and Recreation strengthens community identity by providing facilities and services that reflect and celebrate community character, heritage, culture, history, aesthetics, and landscape; and

WHEREAS, Parks and Recreation facilitates community problem and issue resolution by providing safe spaces to come together peacefully and serving as key points of service, helping our communities heal both physically and emotionally; and

WHEREAS, Parks and Recreation sustains and stewards our natural resources by protecting habitats and open space, connecting people to nature, and promoting the ecological function of parkland; and

WHEREAS, Parks and Recreation supports safe, vibrant, attractive, progressive communities that make life better through positive alternatives offered in their recreational opportunities; and

WHEREAS, Parks and Recreation remains versatile and innovative in providing vital services to communities through local, national, or global emergencies, all while adhering to guidelines set forth by governing agencies; and

WHEREAS, The California Park & Recreation Society has released a statewide public awareness campaign, "Parks Make Life Better!®" to inform citizens of the many benefits of utilizing parks, facilities, programs, and services; now, therefore, be it resolved that the citizens of California recognize the importance of access to local parks, trails, open space, and facilities for the health, wellness, development, inspiration, and safety of all Californians; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that we Mayor Scott Robertson, Mayor Pro Tem Beverly Cho and Council members Sarah Guerra, Blanca Mendoza-Navarro and John Trujillo, do hereby proclaim the declare the month of July 2023 as "Parks Make Life Better!®" Month.



Scott Robertson Mayor of the City of Selma

Page 2

July 17, 2023 Council Packet

MINUTES SELMA CITY COUNCIL SPECIAL MEETING

August 1, 2022

Selma City Council Chambers 1710 Tucker Street Selma, CA 93662

Pursuant to AB 361 and Government Code Section 54953, the meeting was held remotely and the Public had the option to call +1 301 715 8592 ID: 891 6864 5005 to provide comments on agenda items. The Council Chamber was open for the public as well.

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

<u>**CLOSED SESSION**</u>: Mayor Robertson moved to Closed Session at 5:01 p.m. to discuss the following items:

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Government Code Section 54956.9 Significant Exposure to Litigation Pursuant to Paragraph (2) or (3) of Subdivision (d) of Section 54956.9: One Case

Mayor Robertson returned to open session at 5:40 p.m., announcing that there was no reportable

ADJOURNMENT: There being no further business, the meeting was adjourned at 5:44 p.m.

Respectfully submitted,

Reyna Rivera City Clerk

MINUTES SELMA CITY COUNCIL REGULAR MEETING

August 1, 2022

Selma City Council Chambers 1710 Tucker Street Selma, CA 93662

Pursuant to AB 361 and Government Code Section 54953, the meeting was held remotely and the Public had the option to call +1 301 715 8592 ID: 891 6864 5005 to provide comments on agenda items. The Council Chamber was open for the public as well.

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

INVOCATION: Pastor Jack Negrete of the Selma First Baptist Church led the invocation.

The Pledge of Allegiance was led by Council member Trujillo.

ORAL COMMUNICATIONS: Public comment was received by Theresa Salas, Joe Alvarez, and Dave Mendrin.

CALIFORNIA WATER SERVICE DROUGHT PRESENTATION: Kevin McCuster with Cal Water provided a PowerPoint presentation regarding the drought and how water can be decreased per customer usage.

SWEARING-IN CEREMONY POLICE CHIEF RUDY ALCARAZ: City Manager Santillan introduced and welcomed the new Selma Chief of Police Rudy Alcaraz. City Clerk Rivera administered the Oath of Office with his family providing the pinning of his new badge.

<u>RECESS</u>: At 6:38 p.m., Mayor Robertson called for a short break in the meeting. The meeting then reconvened at 6:50 p.m.

CONSENT CALENDAR: Council member Mendoza-Navarro requested to pull agenda items 1.a., Mayor Robertson requested to pull agenda item 1.e., and Council member Guerra requested to pull agenda item 1.f. for separate discussion. Council member Trujillo motioned to approve the remainder of the Consent Calendar as written. The motion was seconded by Council member Mendoza-Navarro and carried unanimously.

a. <u>2022-66R</u> CONSIDERATION OF A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SELMA AND BOYS AND GIRLS CLUB OF FRESNO COUNTY-SELMA CLUB FOR FINANCIAL SUPPORT

Council member Mendoza-Navarro requested to pull agenda item 1.a. for separate consideration. After discussion, motion was made by Council member Mendoza-Navarro and seconded by Mayor Pro Tem Cho to adopt RESOLUTION NO. 2022-66R APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SELMA AND BOYS AND GIRLS CLUB OF FRESNO COUNTY-SELMA CLUB FOR FINANCIAL SUPPORT WITH REVISION TO MOU SIGNATORY TO BE CONSISTANT WITH STAFF REPORT RECOMMENDATION. The motion passed unanimously.

- b. <u>2022-67R</u> CONSIDERATION OF A RESOLUTION ACCEPTING TERMS AND CONDITIONS AND PROVISIONS OF A \$30,000.00 GRANT FROM THE CALIFORNIA ARTS COUNCIL CYCLE A FOR GENERAL OPERATING EXPENSES AT THE SELMA ARTS CENTER
- c. <u>2022-68R</u> CONSIDERATION OF A RESOLUTION APPROVING THE AGREEMENT AND ACCEPTANCE OF A \$25,000 GRANT FROM KAISER PERMANENTE FOR THE NICK MEDINA SENIOR CENTER SENIOR NUTRITION PROGRAM
- d. <u>Approved</u> CONSIDERATION OF A LETTER OF SUPPORT REQUEST FROM CALIFORNIA WATER SERVICE FOR WATERSMART WATER AND ENERGY EFFICIENCY GRANT APPLICATION FROM THE BUREAU OF RECLAMATION

e. <u>2022-69R</u> CONSIDERATION OF A RESOLUTION APPROVING AMENDMENT #3 WITH FRESNO COUNTY RURAL TRANSIT AGENCY FOR CONTRACTED SERVICES

Mayor Robertson requested to pull agenda item 1.e. for separate consideration. After discussion from City Manager Santillan and Fresno County Rural Transit Agency General Manager Moses Stites, motion was made by Council member Guerra and seconded by Council member Trujillo to adopt RESOLUTION NO. 2022-69R APPROVING AMENDMENT #3 WITH FRESNO COUNTY RURAL TRANSIT AGENCY FOR CONTRACTED SERVICES. The motion carried unanimously.

f. <u>Approved</u> CONSIDERATION OF THE CHECK REGISTER DATED July 2, 2022

Council member Guerra requested to pull agenda item 1.f. for separate consideration. After discussion, motion was made by Council member Guerra and seconded by Mayor Pro Tem Cho to approve CHECK REGISTER DATED JULY 2, 2022 AS WRITTEN. The motion carried unanimously.

CONSIDERATION OF RESOLUTION APPROVING RATES FOR LANDSCAPING LIGHTING AND MAINTENANCE DISTRICT NO.1 (LLMD), APPROVING ENGINEER'S REPORT IDENTIFYING THE ASSESSMENTS AND THE PROPERTY AGAINST WHICH IT IS ASSESSED WITHIN THE LLMD AND DIRECTING COLLECTION THEREOF BY PLACEMENT OF THE ASSESSMENT ON THE 2022-2023 FRESNO COUNTY TAX ROLL Mayor Robertson opened the public hearing at 7:22 p.m., asking for comments in favor of or in opposition to this resolution. Public comment was received from a member of the public concerning the issue. The public hearing was then closed at 7:25 p.m. After much discussion, motion was made by Council member Mendoza-Navarro and seconded by Mayor Pro Tem Cho to approve RESOLUTION NO. 2022-70R APPROVING RATES FOR LANDSCAPING LIGHTING AND MAINTENANCE DISTRICT NO.1 (LLMD), APPROVING ENGINEER'S REPORT IDENTIFYING THE ASSESSMENTS AND THE PROPERTY AGAINST WHICH IT IS ASSESSED WITHIN THE LLMD AND DIRECTING COLLECTION THEREOF BY PLACEMENT OF THE ASSESSMENT ON THE 2022-2023 FRESNO COUNTY TAX ROLL. The motion carried unanimously.

CONSIDERATION OF A RESOLUTION CONFIRMING THE REPORT OF ANNUAL REFUSE COLLECTION CHARGES TO BE ADDED TO THE 2022-2023 FRESNO COUNTY PROPERTY TAX ROLL AND ADOPTING PROPOSED INCREASE IN RATES FOR SOLID WASTE COLLECTION, DISPOSAL, AND RECYCLING SERVICES

Mayor Robertson opened the public hearing at 7:28 p.m., asking for comments in favor of or in opposition to this resolution. There being no comments, the public hearing was closed at 7:29 p.m. Motion was made by Council member Guerra and seconded by Mayor Pro Tem Cho to approve RESOLUTION NO. 2022-71R CONFIRMING THE REPORT OF ANNUAL REFUSE COLLECTION CHARGES TO BE ADDED TO THE 2022-2023 FRESNO COUNTY PROPERTY TAX ROLL AND ADOPTING PROPOSED INCREASE IN RATES FOR SOLID WASTE COLLECTION, DISPOSAL, AND RECYCLING SERVICES. The motion carried unanimously.

CONSIDERATION OF A RESOLUTION APPROVING TENTATIVE PARCEL MAP NO. 2021-0008

Deputy City Manager Terry and Contract Planner Stearns provided a power point presentation regarding the project. Mayor Robertson opened the public hearing at 7:34 p.m., asking for comments in favor of or in opposition to this resolution. Public comment was received from members of the public concerning the issue. The public hearing was closed at 7:43 p.m. Motion was made by Council member Mendoza-Navarro and seconded by Council member Trujillo to approve RESOLUTION NO. 2022-72R APPROVING TENTATIVE PARCEL MAP NO. 2021-0008. The motion carried unanimously.

CONSIDERATION OF A RESOLUTION CONFIRMING REPORT OF THE ENVIRONMENTAL CONTROL OFFICER ON DELINQUENT PARCELS FOR THE COST OF REMOVAL OF STRUCTURES, WEEDS, RUBBISH, REFUSE, DIRT, ETC. AND SIDEWALK REPAIR TO THE 2022-2023 FRESNO COUNTY TAX ROLL

Mayor Robertson opened the public hearing at 7:51 p.m., asking for comments in favor of or in opposition to this resolution. There being no comments, the public hearing was closed at 7:52 p.m. After discussion, motion was made by Council member Mendoza-Navarro and seconded by Council member Guerra to approve RESOLUTION NO. 2022-73R CONFIRMING REPORT OF THE ENVIRONMENTAL CONTROL OFFICER ON DELINQUENT PARCELS FOR THE COST OF REMOVAL OF STRUCTURES, WEEDS, RUBBISH, REFUSE, DIRT, ETC. AND SIDEWALK REPAIR TO THE 2022-2023 FRESNO COUNTY TAX ROLL. The motion

carried unanimously.

CONSIDERATION OF A RESOLUTION CONFIRMING REPORT FROM THE CODE ENFORCEMENT DIVISION ON DELINQUENT PARCELS FOR ADMINISTRATIVE CITATIONS AND CERTIFICATION TO THE 2022-23 FRESNO COUNTY TAX ROLL

Mayor Robertson opened the public hearing at 7:53 p.m., asking for comments in favor of or in opposition to this resolution. There being no comments, the public hearing was closed at 7:58 p.m. After discussion, motion was made by Council member Trujillo and seconded by Council member Mendoza-Navarro to approve RESOLUTION NO. 2022-74R CONFIRMING REPORT FROM THE CODE ENFORCEMENT DIVISION ON DELINQUENT PARCELS FOR ADMINISTRATIVE CITATIONS AND CERTIFICATION TO THE 2022-23 FRESNO COUNTY TAX ROLLWITH AMENDMENTS FROM THE LIST AS REQUESTED BY CITY STAFF. The motion carried with the following vote:

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

PUBLIC HEARING REGARDING THE STATUS OF ZONE TEXT AMENDMENT (ZTA) 2021-0010

Mayor Robertson opened the public hearing for those wishing to speak in favor of or in opposition at 8:34 p.m. A representative from West Coast Billboards stepped forward in favor, Todd Hansen stepped forward in opposition, and a representative from Outdoor Advertising spoke in favor. There being no further comments, the public hearing was closed at 8:41 p.m.

Motion was made by Council member Mendoza-Navarro, seconded by Council member Guerra to approve RESOLUTION NO. 2022-75R TO FORMALLY ACKNOWLEDGE THE DEEMED DENIED STATUS OF ZONE TEXT AMENDMENT (STA) 2021-0010. The motion carried unanimously.

<u>RECESS</u>: At 8:42 p.m., Mayor Robertson called for a short break in the meeting. The meeting then reconvened at 8:48 p.m.

NHA ADVISORS FINANCING UPDATE PRESENTATION AND DISCUSSION

Mr. Eric Scriven with NHA Advisors provided a power point presentation regarding this item.

Mayor Robertson asked for public comments, the following citizens spoke: Theresa Salas and Jim Avalos.

At this point in the meeting, Council consensus was requested to move forward on the financing options. After discussion, consensus was given on the direct bank loan option.

ADOPTION OF THE FRESNO COUNCIL OF GOVERNMENTS APPROVED MEASURE C RENEWAL EXPENDITURE PLAN AND IMPLEMENTING GUIDELINES

Kristine Cai, Fresno County of Governments Deputy Director provided a power point presentation.

Mayor Robertson asked for public comments, the following citizens spoke: Jim Avalos and Veronica Garibay.

Motion was made by Council member Mendoza-Navarro, seconded by Mayor Pro Tem Cho to approve RESOLUTION NO. 2022-76R REGARDING THE FRESNO COUNCIL OF GOVERNMENTS (COG) APPROVED EXPENDITURE PLAN AND IMPLEMENTING GUIDELINES. The motion carried unanimously.

CONSIDER APPROVAL OF PURCHASE AND INSTALLATION OF NEW WORKSTATIONS AND MODULAR OFFICES AT CITY HALL BY CORE BUSINESS INTERIORS

City Manager Santillan discussed the project for Council. Public comment was received from Jim Avalos.

Motion was made by Council member Mendoza-Navarro seconded by Mayor Pro Tem Cho to approve the PURCHASE AND INSTALLATION OF NEW WORKSTATIONS AND MODULE OFFICES AT CITY HALL BY CORE BUSINESS INTERIORS AT A COST NOT TO EXCEED \$163,357.51. The motion carried with the following vote:

AYES:Mendoza-Navarro, Cho, TrujilloNOES:Guerra, RobertsonABSTAIN:NoneABSENT:None

CONSIDERATION AND APPROVAL OF CITY MANAGER AMENDED AGREEMENT

Mayor Robertson made a statement and recused himself from the dais for vote and stepped out of the Council Chambers.

City Attorney noted the Amendments to the contract and noted the agreement was available for public from the City Clerk.

At this time, Mayor Pro Tem Cho presided over this item. After discussion, a motion was made by Council member Trujillo and seconded by Council member Mendoza-Navarro to APPROVE THE CITY MANAGER AMENDED AGREEMENT. The motion carried with the following vote:

AYES:Trujillo, Mendoza-Navarro, ChoNOES:GuerraABSTAIN:RobertsonABSENT:None

Council member Guerra inquired that the public did not have a chance to comment. Mayor Pro Tem Cho then asked for public comments, the following citizens spoke: Jim Avalos and Theresa Salas.

City Attorney requested that the vote be re-issued after public comment had been received. The motion to APPROVE THE CITY MANAGER AMENDED AGREEMENT carried with the following vote:

AYES:Trujillo, Mendoza-Navarro, ChoNOES:GuerraABSTAIN:RobertsonABSENT:None

DEPARTMENTAL REPORTS: City Manager Santillan announced there will be a Meet & Greet for the new Police Chief next week and announced that Ms. Smart is the new Community Services Director

Deputy City Manager Terry updated Council on the Whitson and Thompson Avenue traffic light project.

Police Chief Alcaraz reported on a recent incident.

<u>COUNCIL REPORTS</u>: Council member Mendoza-Navarro attended the Catholic Women's Club Wine tasting and the School District Career Technical Education Building open house.

Council member Trujillo attended the Selma High School District Career Technical Education Building open house and the Chamber of Commerce mixer.

Council member Guerra attended the American Legion Dinner and the Selma High School District Career Technical Education Building open house.

Mayor Pro Tem Cho attended the Selma High School District Career Technical Education Building open house, Chamber of Commerce mixer, Five Cities meeting, Lions' trip to Pismo Beach and Lions Club installation.

Mayor Robertson attended a Fresno Council of Government meeting and reported on a citizen complaint.

ORAL COMMUNICATIONS: Public comments were received from Jim Avalos, Theresa Salas and Rose Robertson.

ADJOURNMENT: There being no further business, Mayor Robertson adjourned the meeting at 11:35 p.m.

Respectfully submitted,

Reyna Rivera City Clerk

ITEM NO: 2.

SUBJECT: Consideration of a Resolution Awarding Contract to Floyd Johnston Construction Co., Inc. for the Nebraska and Thompson Avenue Sewer Project

BACKGROUND: The Nebraska and Thompson Sewer Project was initially required as a Remove and Replace project from the Selma-Kingsburg-Fowler Sanitation District ("SKF") in December of 2019. The Council adopted the Nebraska and Thompson Avenue Sewer Project through Resolution 2020-60R to utilize funding from the Community Development Block Grant ("CDBG") funding for the fiscal year 2021-2022 as Project No. 21651. The Council reallocated the CDBG Funds from Project No. 21651 to Project No. 20651 for the Downtown ADA Improvement Project through Resolution 2022-89R.

In January 2022, Veronica Cazares, District Engineer for SKF requested Plans, Specifications, and Estimates for the Sewer Project. SKF committed to fund 67% of the construction cost not to exceed \$300,000 of the District's Remove and Replace budget. SKF staff will provide construction inspection for the project.

The Nebraska and Thompson Sewer Project ("Project") is generally located on Nebraska Avenue west of Thompson Avenue. The Project includes replacing the 10-inch sewer main with a 15-inch sewer main to accommodate future development and adhere to the SKF Master Plan. The project will include installation of six sewer service laterals to adjacent properties. The trench backfill and pavement replacement will be included in the Project.

DISCUSSION: During the project bidding phase, the Notice Inviting Bids was advertised in the Hanford Sentinel and circulated in the local builders' exchanges. Additionally, other reputable contractors experienced with this type of construction were made aware of the project and invited to bid on the project.

Bids for the Project were opened on May 18, 2023. The bid results were as follows:

Contractor	Base Bid
Floyd Johnston Construction Co., Inc.	\$649,440.00
Emmett's Excavation, Inc.	\$926,040.00
Dawson-Mauldin, LLC	\$940,120.00
Lyles Utility Construction, LLC	\$978.872.00
Engineers Estimate	\$498,920.00

The bids were analyzed, and it was determined that Floyd Johnston Construction Co., Inc., submitted the lowest responsive and responsible base bid and as such, Staff recommends that they be awarded the contract.

FISCAL IMPACT:

The estimated cost for the construction phase of the project is \$763,190.00 as detailed below:

- Construction.....\$649,440.00
- Construction Management/Testing/Admin \$48,750.00

SKF will fund 67% of the Project with a total amount not to exceed \$300,000. The balance of the total estimated construction cost will be \$463,190 and paid from Fund 210 – Street Construction and Maintenance for the street improvements required once the sewer main is replaced.

<u>RECOMMENDATION</u>: Approve Resolution awarding construction contract to Floyd Johnston Construction Co., Inc., for the Nebraska and Thompson Avenue Sewer Project in the amount of \$649,440.00; approving a 10% construction contingency for potential change orders in the amount of \$65,000.00 for this project; and authorize the City Manager to sign contract documents on behalf of the City.

July 11, 2023
Date
<u>July 11, 2023</u>
Date
July 11, 2023
Date

RESOLUTION NO. 2023-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA AWARDING CONTRACT FOR NEBRASKA AND THOMPSON AVENUE SEWER PROJECT

WHEREAS, The City Council designated the Nebraska and Thompson Avenue Sewer Project ("Project") to remove and replace an existing sewer main and upsize the pipe to accommodate future development; and,

WHEREAS, the plans and specifications for the Project were prepared by Yamabe and Horn Engineering, Inc., and approved by the City Engineer; and,

WHEREAS, the project has been advertised and bids have been received on the project; and,

WHEREAS, the bids were opened on Thursday, May 18, 2023;

WHEREAS, Staff analyzed all bids received and determined the bid from Floyd Johnston Construction Co., Inc., to be the lowest responsive and responsible base bid;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Selma hereby finds, determines, and declares the following:

- 1. The above recitals are true and correct;
- 2. The contract for the Nebraska and Thompson Avenue Sewer Project is awarded to Floyd Johnston Construction Co., Inc., at a cost of \$649,440.00;
- 3. Approve a 10% Construction Contingency in the amount of \$65,000.00;
- 4. Authorize the City Manager to execute contract documents.
- 5. <u>Severability.</u> The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.
- 6. <u>Effective Date.</u> That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the Cityof Selma held on the 17th day of July, 2023 by the following vote:

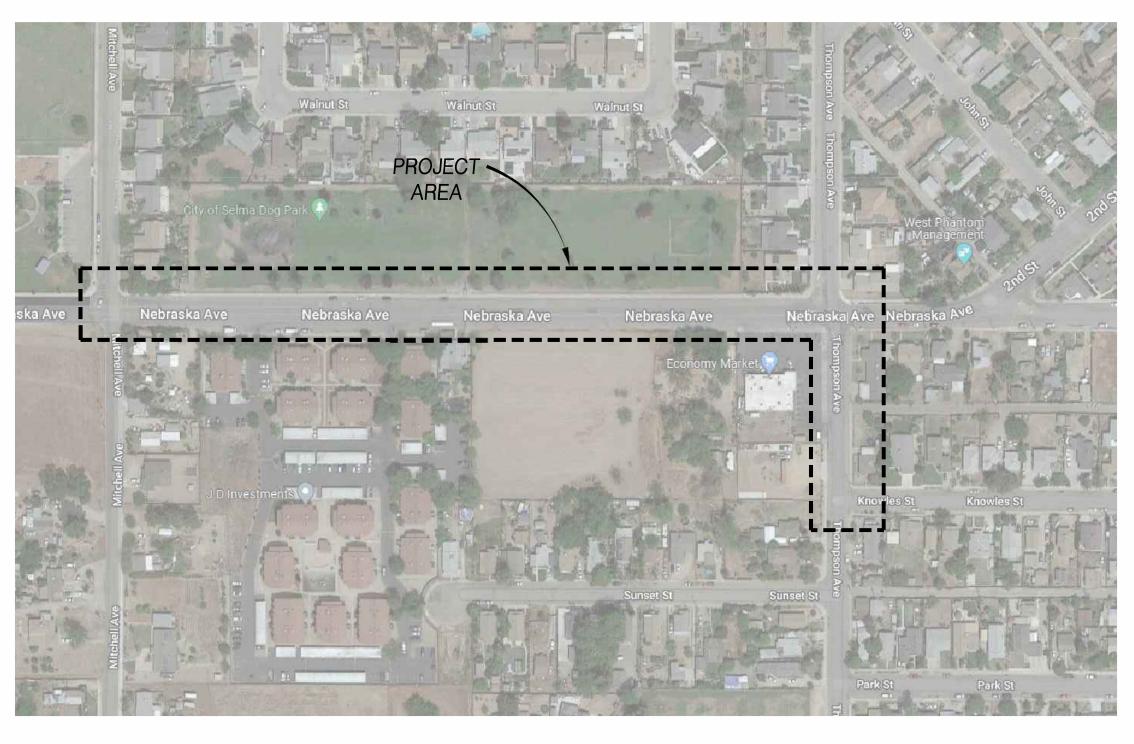
AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:

(Signatures on the following page)

Scott Robertson Mayor

ATTEST:

Reyna Rivera City Clerk



NEBRASKA AVE SEWER REPLACEMENT CITY OF SELMA

PROJECT AREA LOCATION EXHIBIT







By: Michael Milhous Plot Date: 7/13/2022 File Location: F:\2022\22-154\dwg/Exhibits\22-154_Plat-Req-Exh.dwg

ITEM NO: 3.

SUBJECT: Consideration of a Resolution Approving a Certified List of All Parcels Subject to a Special Tax Levy Pursuant to the City of Selma Community Facilities District No. 2006-1, Setting the Amount of the Special Tax to be Levied on Each Such Parcel for the 2023-24 Fiscal Year, and Authorizing the Placement of the Special Tax on the Fresno County Tax Rolls

DISCUSSION: On December 4, 2006, Community Facilities District ("CFD") No. 2006-1 was formed for the Vineyard Estates residential subdivision project. The purpose of a CFD is to provide financing of public improvements and services, including streets, sewer systems and other basic infrastructure, police protection, fire protection, ambulance services, schools, parks, libraries, museums and other facilities. Once a CFD is formed, a special tax lien is placed against each property in the CFD. Property owners then pay a special tax each year for the aforementioned improvements and services.

Pursuant to the CFD's formation documents, annually, the City's Finance Department determines the amount of the special tax by increasing the base year tax by using the greater of the West Urban Area Consumer Price Index (CPI) or three percent (3%). Per the formation documents, the tax cannot exceed \$390.00 for a single-family residence and \$293.00 multi-family, plus the annual adjustment.

The Vineyard Estates subdivision consists of multiple phases and parcels. Once a building permit is issued by the owner or contractor, the special tax lien is placed on the parcel for levy on the next property tax roll. A certified list of parcels and amounts is prepared to reflect each parcel that will be levied for the year. Although not all parcels will be taxed, the outstanding obligation accrues to the following year. For the fiscal year of 2023-24, the rate is as follows:

Special Tax Per Unit				
Single-Family Multi-Family				
\$	700.41	\$	526.21	

The revenues collected from the tax are restricted and are held by the City in a segregated fund, and are used to pay for the following services within the CFD:

- Police, Fire, and Paramedic Services
- Park Service
- Storm Drainage Services

Only property owners within the Vineyard Estates project are subject to the special tax. A total of \$76,345 will be collected for the tax year of 2024.

<u>RECOMMENDATION</u>: Adopt the Resolution Authorizing the Levy of the Fiscal Year 2023-24 Special Tax for Community Facilities District No. 2006-1 (Vineyard Estates) on the 2023-24 Fresno County Tax Roll.

/s/ Jacob Del Cid, Senior Accountant

June 29, 2023 Date

/s/

Fernando Santillan, City Manager

<u>June 29, 20</u>23 Date

RESOLUTION NO. 2023 – R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA APPROVING A CERTIFIED LIST OF ALL PARCELS SUBJECT TO A SPECIAL TAX LEVY PURSUANT TO THE CITY OF SELMA COMMUNITY FACILITIES DISTRICT NO. 2006-1, SETTING THE AMOUNT OF THE SPECIAL TAX TO BE LEVIED ON EACH SUCH PARCEL FOR THE 2023-24 FISCAL YEAR, AND AUTHORIZING PLACEMENT OF THE SPECIAL TAX ON THE FRESNO COUNTY TAX ROLLS

WHEREAS, following the conduct of proceedings pursuant to California Streets and Highways Code §3114.5 and the Mello-Roos Community Facilities Act of 1982, as amended, commencing with §53311 of the California Government Code ("Act") the City conducted proceedings pursuant to the Act, and a special tax was authorized to be levied within the City of Selma Community Facilities District No. 2006-1 ("CFD"), and the lien of the special tax is a continuing lien, secured annually; and

WHEREAS, in accordance with the Act and the proceedings of the City, on January 9, 2007, a notice of special tax lien was recorded in the Office of the Fresno County Recorder as Document No. DOC-2007-0004328, together with the names of the owners of Assessors Tax Parcel Numbers of the real property included within the CFD, and setting forth the amount of the special tax levied by such notice, accompanied by a recorded copy of the ordinance and rate of apportionment of the special tax by as follows:

Land Use Class	Description	Maximum Special Tax Per Unit, Subject to Annual Escalation Factor
1.	Developed single-family residence	\$390.00
2.	Developed multi-family residence	\$293.00

WHEREAS, the Ordinance and rate of apportionment provide that annually, on July 1, following the base year of 2007, the maximum special tax rates set out above shall increase automatically, in accordance with an annual escalation factor which is the greater of the increase in the annual percentage change of all urban consumers consumer price index, or three percent (3%); and

WHEREAS, the City Council may, by resolution, provide for the levy of the special tax in an amount consistent with that set forth in the ordinance, and may order the special tax to be placed on the tax rolls of Fresno County.

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

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

SECTION 2. Attached hereto and incorporated by reference as Exhibit A, is a certified list of all parcels subject to the special tax, as set forth in the Notice of Special Tax Lien, City of Selma Community Facilities District No. 2006-1, recorded January 9, 2007, as Document No. DOC-2007-0004328, including the amount of the tax to be levied on each parcel for fiscal year 2023-24 according to the terms of the Ordinance recorded with the foregoing notice.

SECTION 3. The City Council hereby approves and adopts Exhibit A, and the amounts set forth thereon are hereby levied as the special tax against the identified parcels for the current tax year. The City Clerk is directed to file a certified copy of this resolution with the County Auditor for placement of the special tax levied by this resolution on the County of Fresno tax rolls.

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

<u>SECTION 5.</u> That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Selma on this 17th day of July 2023 by the following roll call vote:

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

Scott Robertson, Mayor

ATTEST:

Reyna Rivera, City Clerk

Vineyard Estates CFD 2006-1 Exhibit A (Continued)

	Special Tax Per Unit		
	Sing	le-Family	Multi-Family
Fiscal Year 2016-17 Rate	\$	528.21 \$	396.83
Fiscal Year 2017-18 Rate	\$	544.05 \$	408.74
Fiscal Year 2018-19 Rate	\$	561.46 \$	421.82
Fiscal Year 2019-20 Rate	\$	578.32 \$	434.48
Fiscal Year 2020-21 Rate	\$	595.66 \$	447.50
Fiscal Year 2021-22 Rate	\$	618.90 \$	464.96
Fiscal Year 2022-23 Rate	\$	670.25 \$	503.55
Fiscal Year 2023-24 Rate	\$	700.41 \$	526.21

				2023-24 rate
Issue Date	Phase	APN	Address	*Total Tax Roll Amount
05/26/16	One	390-173-01	2719 Birch Street	\$700.41
05/10/16	One	390-172-06	2720 Birch Street	\$700.41
04/04/16	One	390-173-16	2706 Saginaw Avenue	\$700.41
04/04/16	One	390-172-03	2802 Birch Street	\$700.41
05/26/16	One	390-171-04	1723 Shaft Street	\$700.41
04/04/16	One	390-171-03	1717 Shaft Street	\$700.41
04/04/16	One	390-173-03	2731 Birch Street	\$700.41
04/04/16	One	390-173-10	2800 Saginaw Avenue	\$700.41
05/10/16	One	390-172-02	2808 Birch Street	\$700.41
05/10/16	One	390-171-02	1711 Shaft Street	\$700.41
05/10/16	One	390-172-04	2732 Birch Street	\$700.41
04/04/16	One	390-172-01	2814 Birch Street	\$700.41
10/15/15	One	390-173-07	2813 Birch Street	\$700.41
02/04/16	One	390-173-08	2812 Saginaw Avenue	\$700.41
10/15/15	One	390-173-06	2807 Birch Street	\$700.41
02/04/16	One	390-173-09	2806 Saginaw Avenue	\$700.41
02/04/16	One	390-173-05	2801 Birch Street	\$700.41
10/15/15	One	390-173-04	3737 Birch Street	\$700.41
02/04/16	One	390-173-11	2736 Saginaw Avenue	\$700.41
09/11/15	One	390-173-12	2730 Saginaw Avenue	\$700.41
09/11/15	One	390-173-13	2724 Saginaw Avenue	\$700.41
08/25/15	One	390-173-14	2718 Saginaw Avenue	\$700.41
08/25/15	One	390-173-15	2712 Saginaw Avenue	\$700.41
02/04/16	One	390-171-01	1705 Shaft Street	\$700.41
08/19/16	One	390-173-02	2725 Birch Street	\$700.41
08/05/16	One	390-173-17	2700 Saginaw Ave	\$700.41
07/28/16	One	390-173-19	1709 Mitchell Ave	\$700.41
08/19/16	One	390-173-18	1703 Mitchell Ave	\$700.41
07/28/16	One	390-173-23	1733 Mitchell Ave	\$700.41
07/28/16	One	390-173-21	1721 Mitchell Ave	\$700.41
09/22/16	One	390-172-05	2726 Birch Street	\$700.41
12/15/16	One	390-173-20	1715 Mitchell Ave	\$700.41
12/15/16	One	390-173-22	1727 Mitchell Ave	\$700.41
01/24/17	One	390-181-05	1769 Mitchell Ave	\$700.41
01/24/17	One	390-173-24	1739 Mitchell Ave	\$700.41
04/03/17	One	390-181-01	1745 Mitchell Ave	\$700.41
04/03/17	One	390-181-06	1775 Mitchell Ave	\$700.41
05/04/17	One	390-181-02	1751 Mitchell Ave	\$700.41
05/04/17	One	390-181-03	1757 Mitchell Ave	\$700.41
07/10/17	One	390-181-04	1763 Mitchell Ave	\$700.41
				-

Vineyard Estates CFD 2006-1 Exhibit A (Continued)

	Special Tax Per Unit			
	Sin	gle-Family		Multi-Family
Fiscal Year 2016-17 Rate	\$	528.21	\$	396.83
Fiscal Year 2017-18 Rate	\$	544.05	\$	408.74
Fiscal Year 2018-19 Rate	\$	561.46	\$	421.82
Fiscal Year 2019-20 Rate	\$	578.32	\$	434.48
Fiscal Year 2020-21 Rate	\$	595.66	\$	447.50
Fiscal Year 2021-22 Rate	\$	618.90	\$	464.96
Fiscal Year 2022-23 Rate	\$	670.25	\$	503.55
Fiscal Year 2023-24 Rate	\$	700.41	\$	526.21

				2023-24 rate
Issue Date	Phase	APN	Address	*Total Tax Roll Amount
04/10/19	Two	390-171-11	2804 Ash Street	\$700.41
03/29/19	Two	390-172-14	2809 Ash Street	\$700.41
06/21/18	Two	390-172-07	1719 Berry Street	\$700.41
01/08/19	Two	390-173-27	1720 Berry Street	\$700.41
01/08/19	Two	390-173-28	1724 Berry Street	\$700.41
06/21/18	Two	390-172-08	1725 Berry Street	\$700.41
03/29/19	Two	390-173-29	1730 Berry Street	\$700.41
11/09/18	Two	390-172-09	1731 Berry Street	\$700.41
11/09/18	Two	390-173-30	1736 Berry Street	\$700.41
08/15/18	Two	390-181-27	1742 Berry Street	\$700.41
03/29/19	Two	390-181-25	2718 Blaine Street	\$700.41
01/08/19	Two	390-181-23	2730 Blaine Street	\$700.41
08/15/18	Two	390-181-22	2734 Blaine Street	\$700.41
04/10/19	Two	390-172-12	1720 Cleveland St.	\$700.41
11/09/18	Two	390-172-10	1732 Cleveland St.	\$700.41
08/15/19	Two	390-183-02	1765 Cleveland St.	\$700.41
09/12/19	Two	390-182-02	2811 Clover St.	\$700.41
09/12/19	Two	390-182-01	2805 Clover St.	\$700.41
10/14/19	Two	390-181-21	2735 Fern Ct.	\$700.41
10/23/19	Two	390-181-18	2717 Fern Ct.	\$700.41
10/23/19	Two	390-171-10	2810 Ash St.	\$700.41
11/14/19	Two	390-172-15	2815 Ash St.	\$700.41
01/13/20	Two	390-181-07	2742 Valley View St.	\$700.41
01/15/20	Two	390-182-06	1767 Shaft St.	\$700.41
01/22/20	Two	390-183-04	1777 Cleveland St.	\$700.41
01/22/20	Two	390-185-04	2745 Valley View St.	\$700.41
01/23/20	Two	390-181-20	2729 Fern Ct.	\$700.41
03/02/20	Two	390-181-17	2712 Fern Ct.	\$700.41
03/24/20	Two	390-181-14	2730 Fern Ct.	\$700.41
04/29/20	Two	390-173-25	2713 Birch St.	\$700.41
06/20/19	Two	390-181-24	2724 Blaine Ct.	\$700.41
06/19/20	Two	390-181-16	2718 Fern Ct.	\$700.41
01/19/21	Two	390-185-02	2769 Valley View St	\$700.41
01/19/21	Two	390-171-07	1741 Shaft St.	\$700.41
02/11/21	Two	390-181-26	1748 Berry	\$700.41
02/18/21	Two	390-181-15	2724 Fern Court	\$700.41
07/17/20	Two	390-181-08	2748 Valley View St.	\$700.41
08/04/20	Two	390-183-01	1766 Shaft St	\$700.41
08/04/20	Two	390-181-11	2766 Valley View St.	\$700.41
08/04/20	Two	390-181-13	2736 Fern Ct.	\$700.41

Vineyard Estates CFD 2006-1 Exhibit A (Continued)

	Special Tax Per Unit		
	Sing	le-Family	Multi-Family
Fiscal Year 2016-17 Rate	\$	528.21 \$	396.83
Fiscal Year 2017-18 Rate	\$	544.05 \$	408.74
Fiscal Year 2018-19 Rate	\$	561.46 \$	421.82
Fiscal Year 2019-20 Rate	\$	578.32 \$	434.48
Fiscal Year 2020-21 Rate	\$	595.66 \$	447.50
Fiscal Year 2021-22 Rate	\$	618.90 \$	464.96
Fiscal Year 2022-23 Rate	\$	670.25 \$	503.55
Fiscal Year 2023-24 Rate	\$	700.41 \$	526.21

				2023-24 rate
Issue Date	Phase	APN	Address	*Total Tax Roll Amount
08/13/20	Two	390-182-03	2817 Clover St.	\$700.41
08/13/20	Two	390-181-10	2760 Valley View St.	\$700.41
09/09/20	Two	390-181-09	2754 Valley View St.	\$700.41
09/22/20	Two	390-173-26	1716 Berry St.	\$700.41
09/22/20	Two	390-184-03	2801 Valley View St.	\$700.41
09/22/20	Two	390-172-13	Ash St.	\$700.41
10/07/20	Two	390-181-19	Fern Ct.	\$700.41
10/23/20	Two	390-171-09	2816 Ash Ct.	\$700.41
10/23/20	Two	390-182-05	1761 Shaft St.	\$700.41
12/07/20	Two	390-172-11	1726 Cleveland St.	\$700.41
11/22/22	Three	390-242-17	2826 Park St	\$700.41
11/22/22	Three	390-242-10	2724 PARK ST	\$700.41
11/28/22	Three	390-182-09	1777 SHAFT ST	\$700.41
01/31/23	Three	390-242-18	2832 PARK ST	\$700.41
02/01/23	Three	390-182-08	1783 SHAFT ST	\$700.41

\$76,345

*Total Tax Roll amount was rounded up to make even number when needed

July 17, 2023

ITEM NO: 4.

SUBJECT: Consideration of a Resolution Confirming the Report of Annual Refuse Collection Charges to be Added to the 2023-2024 Fresno County Property Tax Roll

DISCUSSION Annually, the City of Selma along with Waste Management, the City's solid waste contractor, prepares a list of residential and commercial trash assessments for placement on the Fresno County property tax roll.

This year's list includes 5,001 parcels in the gross amount of \$2,310,207.41. The complete list is on file in the Finance Department.

If approved, the Resolution would authorize the 2023-2024 trash assessments to the Fresno County property tax roll.

RECOMMENDATION: Adopt Resolution Confirming Report of Annual Refuse Collection to be Added to the 2023-2024 Property Tax Roll and Approving Proposed Increase in Rates for Solid Waste Collection, Disposal, and Recycling Services.

<u>/s/</u> Jacob Del Cid, Senior Accountant

July 13, 2023 Date

/s/ Fernando Santillan, City Manager

July 13, 2023 Date

RESOLUTION NO. 2023 – R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA CONFIRMING THE REPORT OF ANNUAL REFUSE COLLECTION CHARGES TO BE ADDED TO THE 2023-24 FRESNO COUNTY PROPERTY TAX ROLL

WHEREAS, Health and Safety Code Section 5473 provides authority for the City of Selma to elect, by resolution, to have refuse collection charges to be collected on the tax roll; and

WHEREAS, in accordance with the provisions of Health & Safety Code Section 5473, a written report containing a description of each parcel of real property receiving such services and the amount of the charge for each parcel has been prepared and filed with the City Clerk ("Report").

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. That the City Council of the City of Selma hereby approves and adopts the Report, and confirms and approves the charges therein.

SECTION 3. That the charges set forth in the Report shall be filed with the Fresno County Auditor-Controller/Treasurer-Tax Collector, and said charges shall be collected on the property tax roll all in accordance with State law.

<u>SECTION 4.</u> The City Clerk is hereby directed to file this Resolution and the Report with the Fresno County Auditor-Controller/Treasurer-Tax Collector.

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.

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

The foregoing Resolution was duly approved by the Selma City Council at a regular meeting on the 17th day of July 2023 by the following vote:

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

Scott Robertson, Mayor

ATTEST:

Reyna Rivera, City Clerk

Parcel	2023 Rate						
39008322	451.96	38920208	451.96	35852141	439.47	38934024	451.96
38811103	451.96	38920209	451.96	35852142	451.96	38934025	451.96
38811109	451.96	38920408	451.96	35852143	451.96	38934026	451.96
38811110	451.96	38920409	451.96	35852144	451.96	38934027	451.96
38811304	439.47	38920411	903.91	35852145	451.96	38806110	451.96
38812109	451.96	38920412	451.96	35852146	451.96	38806121	451.96
38812110	451.96	38920610	451.96	35852147	451.96	38806208	451.96
38812118	451.96	38920611	451.96	38806225	451.96	38806410	451.96
38812207	451.96	38920612	451.96	38806311	903.91	38806423	451.96
38812216	451.96	38920613	451.96	38808110	451.96	38808102	451.96
38813107	451.96	38920614	451.96	35810001	451.96	38808103	451.96
38813108	451.96	38920615	451.96	35816118	451.96	38808104	451.96
38813109	451.96	38920616	439.47	35821614	451.96	38808106	451.96
38813207	451.96	38920617	439.47	35822037	451.96	38808107	451.96
38813208	451.96	38920618	451.96	35828223	451.96	38808108	451.96
38813209	451.96	38920619	439.47	35828409	451.96	38808109	451.96
38815102	451.96	38922908	451.96	35828410	451.96	38808218	451.96
38815103	451.96	38923109	451.96	35831212	451.96	38808220	451.96
38815105	451.96	38923201	451.96	35831409	451.96	38808401	451.96
38815106	451.96	38923202	451.96	35831609	847.84	38808402	451.96
38918114	508.03	38923218	451.96	35836104	451.96	38821402	451.96
39008320	451.96	38923219	439.47	35852215	451.96	38826112	451.96
38817105	451.96	38923401	451.96	35853119	728.70	38826113	451.96
38817301	451.96	38923402	451.96	35853213	439.47	38826217	451.96
38817312	451.96	38923403	451.96	38817605	451.96	38826218	451.96
38922303	451.96	38923404	451.96	38819102	451.96	38826219	451.96
38922304	451.96	38923410	451.96	38819105	451.96	38826220	451.96
38817501	451.96	38923412	847.84	38819106	451.96	38826223	451.96
38906103	451.96	38926223	451.96	38819107	451.96	38902011	451.96
38906104	451.96	38926224	451.96	38819108	451.96	38902067	439.47
38906105	439.47	38926225	451.96	38819109	451.96	38917324	903.91
38906106	451.96	38926226	451.96	38819317	451.96	38919229	451.96
38906107	451.96	38926227	439.47	38819318	451.96	38920109	451.96
38906108	451.96	38932001	451.96	38905506	451.96	38920302	439.47
38906109	451.96	38932002	451.96	38905507	451.96	38920303	451.96
38906110	451.96	38932003	451.96	38905606	451.96	38920304	451.96
38906111	451.96	38932004	451.96	38905607	439.47	38920305	451.96
38906211	451.96	38932005	451.96	38906113	451.96	38920501	451.96
38906212	451.96	38932006	451.96	38906114	451.96	38920502	451.96
38906213	903.91	38932007	451.96	38906117	451.96	38920503	451.96
38906215	439.47	38934001	439.47	38910110	439.47	38920504	451.96
38906217	451.96	38934002	451.96	38910111	451.96	38920505	451.96
38906218	451.96	38934003	451.96	38910112	451.96	38920506	451.96
38906220	451.96	38934004	451.96	38910113	451.96	38920507	451.96

38910101	451.96	38934005	451.96	38910114	451.96	38920508	439.47
38910102	451.96	38934006	451.96	38910115	451.96	38926118	439.47
38910103	439.47	38934007	439.47	38910117	451.96	38927213	439.47
38910103	451.96	35817313	451.96	38913506	451.96	38927213	451.96
38910105	439.47	35817601	439.47	38913507	451.96	38927215	451.96
38910106	439.47	35819301	451.96	38913605	451.96	38927225	451.96
38910107	451.96	35819318	451.96	38913606	903.91	38927226	451.96
38910108	451.96	35819319	439.47	38913607	439.47	38927227	451.96
38910109	451.96	35819408	451.96	38914107	439.47	38927228	439.47
38910211	451.96	35819410	451.96	38914108	451.96	38927229	451.96
38910212	451.96	35819411	451.96	38914110	451.96	38927230	451.96
38910213	451.96	35819412	451.96	38916402	451.96	38927231	451.96
38910214	451.96	35823309	451.96	38916405	451.96	38927232	451.96
38910215	451.96	35823310	451.96	38916416	451.96	38927233	451.96
38910215	451.96	35823310		39008314	451.96	38927233	451.96
			451.96				
38910217	451.96	35823313	451.96	39009224	451.96	38927235	451.96
38914101	451.96	39018113	451.96	39009227	3731.03	38927236	451.96
38914102	451.96	39018114	451.96	39016001	451.96	38936021	451.96
38914103	451.96	39018117	451.96	39016002	451.96	38821124	451.96
38914105	451.96	39018118	451.96	39016003	451.96	38821227	451.96
38914306	439.47	39018119	451.96	39016008	451.96	38821228	451.96
38914307	451.96	39018120	451.96	39016007	1673.70	34832004	451.96
38914308	451.96	39018121	451.96	38909112	451.96	34832005	451.96
38914309	451.96	38825201	451.96	38909203	451.96	34832006	451.96
39023202	451.96	38825202	451.96	38909204	451.96	34832021	451.96
39023203	451.96	38825203	451.96	38909205	451.96	34832022	451.96
39023203				38909309		34832022	
	451.96	38825204	451.96		451.96		451.96
39023205	451.96	38825205	451.96	38909311	451.96	34832024	451.96
39023206	451.96	38825206	451.96	38909312	451.96	34832025	451.96
39023207	451.96	38825207	451.96	38909315	451.96	34832026	451.96
39023208	451.96	38825208	451.96	38909316	451.96	34832027	451.96
39023209	451.96	38825209	451.96	38909403	451.96	34832028	451.96
39023210	451.96	38825210	451.96	38909405	451.96	34832029	451.96
39023211	451.96	38825401	451.96	38909406	451.96	34832030	451.96
39023212	451.96	38825402	451.96	38909413	451.96	34832031	451.96
39023213	451.96	38825403	451.96	38909414	451.96	34832032	451.96
39023214	451.96	38825404	451.96	38909508	451.96	34807216	451.96
39023215	451.96	38825405	451.96	38909509	451.96	34807217	439.47
39023215	451.96	38825406	451.96	38909510	439.47	34831059	451.96
39023217	451.96	38825407	451.96	38909511	451.96	34832033	451.96
39023401	451.96	38825408	451.96	38909602	451.96	34832034	451.96
39023402	451.96	38825409	451.96	38909603	439.47	34832035	451.96
39023403	451.96	38825410	451.96	38909604	451.96	35851130	451.96
39023404	451.96	38831216	451.96	38909612	439.47	39002008	451.96
39023405	451.96	38831217	451.96	38911409	451.96	39002009	451.96
39023406	451.96	38831218	451.96	38911410	451.96	35812015	439.47
39023407	451.96	38831219	451.96	38911411	451.96	35812032	439.47

39023408	451.96	38831220	451.96	38911413	451.96	35850204	451.96
39023409	451.96	38831221	451.96	38911415	439.47	35812018	451.96
39023410	451.96	38831222	451.96	38911502	451.96	39017308	451.96
39023411	451.96	38831223	451.96	38911503	451.96	39017309	451.96
39023412	451.96	38831224	451.96	38911504	451.96	39017310	451.96
39023413	451.96	38831225	451.96	38911505	451.96	39017311	451.96
39023414	451.96	38831226	451.96	38911506	451.96	39017312	451.96
39023415	451.96	38929110	451.96	38911507	451.96	39017313	451.96
39023416	451.96	38929111	451.96	38911508	451.96	39017314	451.96
39023417	451.96	38929112	451.96	38911509	451.96	39017315	451.96
35828111	451.96	38929113	451.96	38826201	451.96	39017316	451.96
35828310	451.96	38929114	451.96	38826202	451.96	39017317	451.96
35828311	451.96	38929115	451.96	38826203	451.96	39020401	451.96
35828401	451.96	38929116	451.96	38824107	451.96	39020402	451.96
35828418	451.96	38929117	451.96	38824107	451.96	39023101	451.96
35831112	451.96	38929201	439.47	38824109	451.96	39023102	451.96
35831201	451.96	38929202	451.96	38824110	451.96	39023103	451.96
35831220	451.96	38929203	451.96	38824111	451.96	39023104	451.96
35831310	451.96	38929204	451.96	38824112	451.96	39023105	451.96
35831401	451.96	38929205	451.96	38824113	451.96	39023106	451.96
35831510	439.47	38929206	451.96	38824114	451.96	39023107	451.96
35831601	590.33	38929207	451.96	38824115	451.96	39023108	451.96
38825411	451.96	38929208	451.96	38824116	451.96	39023109	451.96
38825412	451.96	35810011	451.96	38824117	451.96	35850101	451.96
38825413	451.96	35821206	451.96	38824118	451.96	35850102	451.96
38825414	451.96	35821207	451.96	38824119	451.96	35850102	451.96
				38824120			
38825415	451.96	35821208	451.96		451.96	35850104	451.96
38825416	451.96	35821209	439.47	38824121	451.96	35850105	451.96
38825417	451.96	35821210	451.96	38824122	451.96	35850106	451.96
38825418	439.47	35821406	451.96	38824123	451.96	35850107	451.96
38825419	451.96	35821407	451.96	38824301	451.96	35850108	451.96
38825420	451.96	35821408	451.96	38824302	451.96	35850109	451.96
38825611	451.96	35821409	451.96	38824303	451.96	35850110	451.96
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35816126	451.96	35817105	451.96	38824406	451.96	38904029	451.96
35816127	439.47	35817106	451.96	38824407	451.96	38908004	451.96
35816128	451.96	35817107	451.96	38824408	451.96	38908005	451.96
35816129	451.96	35817108	451.96	38824409	451.96	38908006	451.96
35816130	451.96	35817109	451.96	38824410	451.96	38909202	451.96
35816131	451.96	35817110	451.96	38831206	451.96	38912304	451.96
35816132	451.96	35817111	451.96	38831207	451.96	39004012	451.96
35816133	439.47	35817112	451.96	38831208	451.96	39004013	451.96
35816134	451.96	35817201	451.96	38831209	451.96	39004014	451.96
35816135	451.96	35817202	451.96	38831210	451.96	39004015	451.96
35816136	451.96	35817202	451.96	38831211	451.96	39004015	451.96
35816137	451.96	35817203	439.47	38831212	451.96	39004010	451.96
35816201	451.96	35817204	451.96	38831212	451.96	39004017	451.96
35816203	451.96	35817205	451.90	38831213	451.90	39004018 39004019	451.90 451.96
22010202	431.30	2201/200	431.50	50051214	431.90	55004019	431.90

35816204	451.96	35817207	451.96	38831215	451.96	39004020	451.96
35816205	451.96	35817215	451.96	38831227	451.96	39004021	451.96
35816206	451.96	35817216	451.96	38831228	451.96	39004036	451.96
35816207	451.96	35817218	451.96	38831229	451.96	39004037	451.96
35816208	451.96	35817219	451.96	38831230	451.96	39004037	451.96
35816209	451.96	35817502	451.96	38831231	451.96	39004039	451.96
35816210	451.96	35817503	451.96	38831233	451.96	39004040	451.96
35816211	439.47	35817504	451.96	38831234	451.96	39004041	451.96
35816212	451.96	35817505	451.96	38831235	451.96	39004042	451.96
35816213	451.96	35817506	451.96	38831236	439.47	39004043	451.96
35816214	451.96	35817701	451.96	38831237	451.96	39004044	451.96
35816215	451.96	35817702	451.96	38831238	451.96	39004045	451.96
35816216	451.96	35817703	451.96	38923307	451.96	39004046	451.96
35816217	451.96	35817704	451.96	38923312	451.96	39004047	451.96
35816218	451.96	35841202	451.96	38923519	451.96	39004048	451.96
35816219	439.47	35841203	451.96	38923525	451.96	39006110	451.96
35816220	451.96	35841203	451.96	38923526	451.96	39006111	451.96
	451.90			38923520			
35816221		35841205	451.96		451.96	39006113	451.96
35841302	451.96	35841206	451.96	38923530	451.96	39006114	451.96
35841303	451.96	35841208	451.96	38923531	451.96	39006118	439.47
35841304	451.96	35841209	451.96	38923532	451.96	39006124	451.96
35841305	451.96	35841210	451.96	38929103	451.96	39006201	451.96
35841306	451.96	35841211	451.96	38929104	451.96	39006202	451.96
35841308	451.96	35841313	451.96	38929105	451.96	39006203	439.47
35841309	451.96	35841314	451.96	38929106	451.96	39006220	439.47
35841310	451.96	35841315	451.96	38929107	451.96	39006221	439.47
35841312	451.96	35841316	451.96	38929108	451.96	39006307	439.47
35841402	451.96	35841317	451.96	38929109	451.96	39006308	451.96
35841403	451.96	35841318	451.96	35849009	451.96	39006311	451.96
35841404	451.96	35841319	451.96	35849010	451.96	39006312	451.96
35841405	439.47	35841320	451.96	35849011	451.96	39006401	451.96
35841406	439.47	35841321	451.96	35849012	451.96	39006403	451.96
35841407	451.96	35841322	451.96	35849029	451.96	39006412	451.96
35841408	451.96	35841323	451.96	38808111	451.96	39006413	451.96
35841409	451.96	35841502	451.96	38808112	451.96	39006506	451.96
35841410	451.96	35841503	451.96	38808113	451.96	39006507	451.96
35841411	451.96	35841605	451.96	38808115	451.96	39006508	451.96
35812063	451.96	35841606	451.96	38808116	451.96	39006602	451.96
35829017	451.96	38920103	439.47	38808117	451.96	39006609	451.96
35823618	451.96	38920104	451.96	38808118	451.96	39006610	439.47
35823621	451.96	38920107	451.96	38808208	451.96	39008112	451.96
35823622	439.47	38920314	451.96	38808209	451.96	39008115	451.96
35823628	451.96	38920401	451.96	38808214	451.96	39008117	451.96
35848347	451.96	38920402	451.96	38808215	451.96	39008120	451.96
35848348	451.96	38923314	451.96	38808303	451.96	39008126	451.96
35848349	451.96	38924504	451.96	38808306	451.96	39008133	451.96
35848350	451.96	38924507	451.96	38808309	451.96	39008135	451.96
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35848351	439.47	38924508	451.96	38808343	451.96	39008136	451.96
35854102	451.96	38920316	903.91	38808344	451.96	39008202	451.96
35854103	451.96	38923215	903.91	38830312	451.96	39008203	451.96
35854104	451.96	35815107	451.96	38830313	451.96	39008205	451.96
						39008205	451.90
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35854107	451.96	35815203	451.96	38830316	451.96	39008208	439.47
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35854114	451.96	38905312	451.96	38830321	451.96	38807204	451.96
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35858052	451.96	38909106	451.96	38830402	451.96	38807206	451.96
35858053	451.96	38909107	451.96	38830403	451.96	38807307	439.47
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35858055		38909108		38830404		38809301	
	451.96		451.96		451.96		451.96
35858056	439.47	38909206	451.96	38830406	451.96	38809302	451.96
35858057	451.96	38909207	451.96	38830407	451.96	38809303	451.96
35858058	451.96	38909208	451.96	38830408	451.96	38809307	451.96
35858059	451.96	38909209	439.47	38830409	451.96	38811402	903.91
35858060	451.96	38909301	451.96	38830410	451.96	38811403	451.96
35858061	451.96	38909313	439.47	38830411	451.96	38811404	451.96
35858062	451.96	38909314	451.96	38830412	451.96	38811406	451.96
35858063	451.96	38909401	451.96	38920105	439.47	38811407	451.96
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38907402	451.96	38909412	451.96	38920211	451.96	38812115	451.96
38907505	451.96	38913103	451.96	38920307	451.96	38812116	451.96
38911418	451.96	38913103	451.96	38920308	451.96	38814101	451.96
38923408	451.96	38913106	451.96	38920309	451.96	38814102	451.96
38923413	451.96	38913205	451.96	38920310	451.96	38814117	451.96
38923517	451.96	38913206	451.96	38920311	451.96	38814203	439.47
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38926228	451.96	35845002	451.96	38920313	451.96	38814206	451.96
38927003	451.96	35845003	451.96	38920315	451.96	38814207	451.96
38927004	590.33	35845004	451.96	38920403	451.96	38814209	451.96
38927005	451.96	35845005	439.47	38920404	451.96	38815505	903.91
38928001	439.47	35845006	451.96	38920406	439.47	38815506	451.96
38928002	451.96	35845007	451.96	38920407	451.96	38815507	590.33
38929118	451.96	35845008	451.96	38920510	439.47	38815510	451.96
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38929209	451.96	35845010	451.96	38920512	451.96	38816111	451.96
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38929210		35845011	431.90 451.96	38920513		38810119	451.90 451.96
	451.96				451.96		
39011104	451.96	35845013	451.96	38920515	451.96	38817208	451.96
39019024	1042.28	35845014	451.96	38920516	451.96	38817209	451.96

35805002	451.96	35853409	451.96	38920517	451.96	38817214	451.96
34813073	451.96	35853410	451.96	38920518	451.96	38817314	451.96
34827023	451.96	35853411	451.96	38920601	451.96	38817315	451.96
34827024	451.96	35853412	451.96	38920602	451.96	38817316	451.96
34827025	451.96	35853413	451.96	38920603	451.96	38817317	451.96
34827027	451.96	35853414	451.96	38920604	451.96	38817606	451.96
34827029	451.96	35853415	451.96	38920605	451.96	38817701	451.96
34827031	451.96	35853501	451.96	38920606	451.96	38814215	451.96
38915210	451.96	35853502	451.96	38920607	451.96	35853114	451.96
38916218	451.96	35853503	451.96	38920608	451.96	35833335	451.96
38922217	451.96	35853504	451.96	38920609	451.96	35833612	451.96
38922218	451.96	35853505	451.96	38926106	451.96	35833617	451.96
38922220	451.96	35856119	451.96	38926107	439.47	38914407	451.96
38522004	451.96	35856120	451.96	38926108	451.96	38809206	451.96
38522004	451.96	35856120		38926109		34813074	451.96
			451.96				
38506107	451.96	35856122	451.96	38926216	451.96	38522016	451.96
35819215	451.96	35856123	451.96	38926217	439.47	38920414	451.96
35819216	451.96	35856124	451.96	38926218	451.96	39018116	451.96
35819217	451.96	35856218	451.96	38926219	451.96	35822023	2711.73
35823101	451.96	35856219	451.96	38926220	439.47	35857045	451.96
35823102	451.96	35856220	451.96	38926221	451.96	35857050	451.96
35823103	451.96	35856221	451.96	38933205	451.96	39018104	451.96
35823104	451.96	39020145	451.96	38933206	451.96	39003001	451.96
35823106	451.96	39020146	451.96	38933207	451.96	35848214	451.96
35823107	451.96	39020147	451.96	38933208	451.96	35850311	451.96
35823107	451.96	39020147	451.96	38933209		38821216	451.96
38907101	439.47	39020149	451.96	38933210	451.96	38913305	451.96
38907102	451.96	39020150	451.96	38933211	451.96	38807408	451.96
38907103	451.96	39020151	451.96	38933212	451.96	35865040	451.96
38907104	451.96	39020152	451.96	38933213	451.96	39018403	451.96
38907105	451.96	39020153	451.96	38933301	451.96	39006607	1480.37
38907106	451.96	39020154	451.96	38933302	451.96	38807312	903.91
38907107	451.96	39020155	451.96	38933303	451.96	39005123	451.96
38907108	451.96	39020156	451.96	38933304	451.96	39005124	451.96
38907119	451.96	39020157	451.96	38933305	451.96	39005123	451.96
38907202	451.96	39020158	451.96	38933306	451.96	39023308	451.96
38907203	451.96	39020159	451.96	38933307	451.96	39023307	451.96
38907204	451.96	39020155	451.96	38935008	451.96	39023434	451.96
38907205	451.96	39020161	451.96	38935009	451.96	39023517	451.96
38907206	439.47	39020301	451.96	38935010	451.96	39023433	451.96
38907207	451.96	39020302	451.96	35864004	451.96	39023516	451.96
38907208	451.96	39020303	451.96	35864005	451.96	39023432	451.96
38911101	451.96	39020304	451.96	35864006	451.96	39023515	451.96
38911102	451.96	39020305	451.96	35864007	451.96	39023431	451.96
38911103	451.96	39020306	451.96	35864008	451.96	39023514	451.96
38911104	451.96	39020307	451.96	35864009	451.96	39023430	451.96
38911105	451.96	39020309	451.96	35864010	451.96	39023513	451.96

38911106	451.96	39020310	451.96	38927105	451.96	39023429	451.96
38911107	439.47	39020311	451.96	38927113	451.96	39023512	451.96
38808322	451.96	39020312	451.96	38927118	439.47	39023428	451.96
38808323	451.96	39020313	451.96	38927125	590.33	39023511	451.96
38808324	451.96	39020314	451.96	38927207	1639.60	39023427	451.96
38808325	451.96	39020315	451.96	38927208	451.96	39023510	451.96
38808331	451.96	39020316	451.96	38935001	439.47	39023426	451.96
38808341	451.96	39020317	451.96	38935002	451.96	39023509	451.96
38830108	451.96	35819421	451.96	38935003	451.96	39023425	451.96
38830109	451.96	35819422	439.47	38935004	439.47	39023508	451.96
38830110	451.96	35821101	451.96	38935005	451.96	39023424	451.96
38830111	451.96	35821102	451.96	38935021	451.96	39023507	451.96
38830124	451.96	35821103	451.96	38935022	451.96	39023423	451.96
38830125	451.96	35821104	451.96	38935023	451.96	39023506	451.96
38830126	451.96	35821301	451.96	38935024	451.96	39023505	451.96
38830127	451.96	35821302	451.96	38935025	439.47	39023422	451.96
38830128	451.96	35821303	451.96	38935028	451.96	39023504	451.96
38830305	451.96	35821304	451.96	38936006	451.96	39023421	451.96
38830306	451.96	35821305	451.96	38936007	451.96	39023503	451.96
38830307	451.96	35821502	451.96	38936008	451.96	39023420	451.96
38830308	451.96	35821503	451.96	38936009	451.96	39023502	451.96
38830309	451.96	35823619	451.96	38936010	451.96	39023419	451.96
38830310	451.96	35823620	439.47	38936011	451.96	39023501	451.96
38830311	451.96	35852123	451.96	38936022	451.96	39023418	451.96
38830413	451.96	35852124	451.96	38932022	451.96	39024217	451.96
38830414	451.96	35852125	451.96	38932023	451.96	39024210	451.96
38830415	451.96	35852126	451.96	38932024	439.47	39024211	451.96
38830416	451.96	35852127	439.47	38932025	439.47	39024218	451.96
38830417	451.96	35852128	451.96	38932026	451.96	39018209	451.96
38920205	451.96	35852129	451.96	38932027	451.96		
38920206	451.96	35852130	451.96	38934022	451.96		
38920207	451.96	35852140	451.96	38934023	451.96		

ITEM NO: 5.

SUBJECT: Consideration of a Resolution setting the tax rate for fiscal year 2023-24 with respect to general obligation bonds for police station improvements

DISCUSSION: The City received authorization from the voters in November 2016 to issue \$4,000,000 in General Obligation Bonds (Measure P) to finance the acquisition and construction of a Police Station and associated improvements (the "Police Station Improvements"). On August 1, 2016, the City adopted Ordinance No. 2016-4 which among other things called for an election on November 8, 2016 (the "Election") on the question of incurring a bonded indebtedness for the purpose of acquiring and constructing the Police Station Improvements and provided for the issuance and sale of City of Selma General Obligation Improvement Bonds (the "Bonds") to finance the Police Station Improvements.

Following approval of Measure P by the voters on November 8, 2016, on May 15, 2017, the City adopted a Resolution officially authorizing the issuance of the bonds and issued \$4,000,000 bonds on July 6, 2017.

The Bonds will be general obligations of the City payable from and secured by taxes levied and collected in the manner prescribed by the laws of the State of California. The proposed resolution simply levies the tax the City is authorized to levy against all taxable real property in the City of Selma and sets the tax rate at a level necessary to pay for the interest and principal and on the General Obligation Bonds.

The 0.0150% tax rate for FY 2023-24 being set by the City Council is based on the debt service, the estimated FY 2023-24 assessed values for all rolls (secured, unsecured and utility), and existing fund balances will serve as a delinquency reserve. This ad valorem tax related to Measure P is anticipated to be collected through tax year 2046-47 with annual tax rate approvals by the City Council each July.

Because all taxes collected from the general obligation levy will be deposited in a special fund, and collections not used to pay debt service for the FY 2023-24 bond year will be retained in the fund to pay future obligations, the tax impact of any over-collection will be reversed in the following years. Estimated Tax Rate on property owners is:

Assessed	FY 2023-24	Property
Value	Tax	Description
\$100,000	\$15.00	Base A.V.

The tax levy of the recommended 0.0150% will result in estimated collections of approximately \$219,900. This amount, along with a portion of the tax revenues already on hand with the City, will be sufficient to make the debt service payments on February 1, 2024 and August 1, 2024.

<u>RECOMMENDATION:</u> Adopt the Resolution Setting Tax Rate for Fiscal Year 2023-24 with respect to general obligation bonds for police station improvements.

/s/ Jacob Del Cid, Senior Accountant

July 13, 2023 Date

/s/

Fernando Santillan, City Manager

July 13, 2023_ Date

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA SETTING THE TAX RATE FOR FISCAL YEAR 2023-24 WITH RESPECT TO GENERAL OBLIGATION BONDS FOR POLICE STATION IMPROVEMENTS

WHEREAS, pursuant to Section 43632 of the California Government Code, the City Council is required annually to levy and collect a tax sufficient to pay the principal of and interest on the Bonds coming due and payable before the proceeds of a tax levied at the next general tax levy will be available; and

WHEREAS, on August 1, 2016, the City adopted Ordinance No. 2016-4 which, among other things, called for an election on November 8, 2016 (the "Election") on a question of incurring a bonded indebtedness for the purpose of acquiring and constructing police station and associated improvements (the Police Station Improvements) within the City and providing for the issuance and sale of the City of Selma, General Obligation Bonds (the "Bonds") to finance the Police Station Improvements; and

WHEREAS, more than two-thirds of the qualified voters of the City voting at a municipal election on November 8, 2016, approved the issuance of up to \$4,000,000 of General Obligation Bonds to finance the cost of the Police Station Improvements; and

WHEREAS, on May 15, 2017, the City Council adopted a resolution authorizing the issuance of the Bonds in the amount not to exceed \$4,000,000, and issued the Bonds on July 6, 2017, at an all-in true interest cost 3.53%. The Bonds will be general obligations of the City payable from and secured by taxes levied and collected in the manner prescribed by the laws of the State of California.

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

Section 1. Levy of Tax. The City Council hereby determines that the tax rate necessary to pay the principal of and interest on the Bonds coming due and payable on February 1, 2024 and August 1, 2024, is 0.0150% of assessed valuation, and such tax rate shall be and is hereby levied in accordance with all applicable requirements of law.

Section 2. Collection of Tax. The City Manager is hereby directed to forward a copy of this Resolution to the Auditor-Controller of Fresno County, and to the Board of Supervisors of the County, and to take such actions and execute such documents as may be required to cause the tax rate set forth in Section 1 to be placed on the 2023-24 property tax bill and collected by the County.

Section 3. Application of Tax. As provided in Section 43634 of the California Government Code, all taxes levied pursuant to this Resolution shall be used only for payment of the Bonds and the interest thereon.

Section 4. **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 5. 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.

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Selma on this 17th day of July 2023 by the following roll call vote:

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

Scott Robertson, Mayor

ATTEST:

Reyna Rivera, City Clerk

ITEM NO: 6.

SUBJECT: Consideration of a Resolution Approving a Request for a Fee Waiver for Fresno Model Railroad Club

BACKGROUND:

The Fresno Model Railroad Club (FMRC) will host the venue for a Model Train Company to speak about their products and the state of the hobby in general. The FMRC has submitted a request to waive fees associated with their Train Show Event at Pioneer Village on August 4th, 2023.

DISCUSSION:

The upcoming event is expected to draw people from various parts of the Valley. It will offer an opportunity to showcase Pioneer Village and educate attendees about the history of local railroads.

The Deputy City Manager has referred this application to the City Council for approval to waive the \$1,265 Special Event Application Fees (total fee waiver of \$1,265).

FEE WAIVER POLICY:

In accordance with Resolution No. 2019-11R passed by the City Council on March 4, 2019, the City Council may waive up to \$5,000 in special event permit fees for qualifying events. Organizations are also allowed a single waiver per fiscal year (Waiver Policy).

Under the waiver policy, an event must meet specific criteria to qualify for a waiver. FMRC's consistency with these criteria is identified below:

- Not-for-profit organizations and non-profit entities that have a documented federal tax-exempt status
 - FMRC provided documentation confirming its status as a 501(c)(7) organization (Social Club).
- Local organization presence.
 - FMRC is located in Selma, which is considered local.
 - Organization cannot receive more than one waiver or reduction in a fiscal year
 - This is FMRC first waiver during the current fiscal year.
- Be open to the public
 - The event is open to the public
- Raise the profile of Selma through prominent acknowledgment of its support and assistance in event marketing materials and at the event itself.

- FMRC is a Selma-based organization that is utilizing Pioneer Village to bring train enthusiasts to the City.
- Benefit the residents of Selma.
 - The event is being held at Pioneer Village to allow for residents to attend the event.
- Organization is required to provide a report to City Council post-event.
 - Staff will be requesting the report from the organizer following the event.

On April 17, 2023, the Council waived fees for Selma Community Outreach Ministries (SelmaCOM), a 501(c)(3) non-profit organization, for their Bringing Neighborhood Back to Life events on July 8 and September 9, 2023. The amount of fees waived for the SelmaCOM total \$2,450.

Under the Waiver Policy, the City Council has **\$2,550** available to waive for qualifying events. Therefore, the Council could waive the special event fees for FMRC and would have \$1,285 remaining to waive for future events.

FISCAL IMPACT:

If approved, \$1,265 would be the cost to the General Fund that would have otherwise been collected for the processing of the special event and associated permits.

<u>RECOMMENDATION</u>: Consider approving a resolution and request from Fresno Model Railroad Club to waive fees for their event.

<u>/s/</u> Jerome Keene Deputy City Manager _07/10/2023 Date

/s/ Fernando Santillan 07/10/2023 Date

City Manager

Attachments:

1. Special Event – Fee Waiver Request

RESOLUTION NO. 2023-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA, APPROVING A REQUEST FOR A FEE WAIVER FOR THE FRESNO MODEL RAILROAD CLUB SHOW EVENT

WHEREAS, the Fresno Model Railroad Club., a 501(c)(7) non-profit organization (Social Club), requested that the City Council waive fees associated with the special event to be held on August 4th, 2023 and,

WHEREAS, the total fees associated with the event are One Thousand Two Hundred Sixty-Five Dollars (\$1,265), which includes the fees for the special event permit, Pioneer Village and,

WHEREAS, the total amount the Fresno Model Railroad Club is requesting the City Council to waive is One Thousand Two Hundred Sixty-Five Dollars (\$1,265) and,

WHEREAS, while the City is proposing to waive certain fees associated with the request, The Fresno Model Railroad Club is still required to comply with all other provisions of the City's Municipal Code; and,

WHEREAS, the waiver of fees is consistent with the City's Fee Waiver Policy for Special Events adopted within Resolution No. 2019-11R; and,

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Selma hereby finds, determines, and declares the following:

<u>Section 1.</u> The above recitals are true and correct and are incorporated herein by reference;

<u>Section 2.</u> The fee waiver serves a public purpose by gathering the community.

<u>Section 3.</u> The City Council hereby approves the fee waiver for fees associated with the Event in the amount of One Thousand Two Hundred Sixty-Five Dollars (\$1,265).

Section 4. The Fresno Model Railroad Club shall comply with the City's Municipal Code;

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

<u>Section 6</u>. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the Cityof Selma held on the ____ day of ____ 2023 by the following vote:

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

Scott Robertson Mayor

ATTEST:

Reyna Rivera City Clerk

City of Selma Application for Special Event Fee Waiver or Fee Reduction-Nonprofit 501(c)(3) SELMA CITY HALL

1710 Tucker Avenue, Selma, CA 93662 (559) 891-2200 Fax (559) 896-1068

Policy:

The City of Selma (City) recognizes the value of partnering with other agencies and organizations in providing services that benefit the community and its residents. In an effort to provide support for organizations providing valuable services to the community, specific guidelines have been established for determining when permit fees may be reduced or waived (see "Fee Reduction or Waiver Policy for Special Events"). In order to request a reduction or waiver of fees, please complete this application and submit it with necessary documentation to the address provided on the last page.

Policy approved by City Council on March 4, 2019 (Resolution No. 2019-11R)

THIS APPLICATION IS DUE TO THE CITY 60 DAYS PRIOR TO THE EVENT

REQUESTING (Please check all that apply)

	QUEDINIO (i lease ch	eek an that appi	.y)	
Fee waiver	() Fee redu	iction (Amount	Requested: \$)
SPONSORING ORG	ANIZATION INFORM	IATION		
Name of Organization:	Fresno Manel	Ralvon	ab	
Address: 1886 A	M Gonzales	PKuy	SELMA	93662
Telephone:		Cell:		
Email:	-			
Event Coordinator	es D. This			
Telephone:		Cell:		
Email:	5m C.S C	home		<u>.</u>
	x-exempt organization:			
Employer Identification	n Number Required:	77-0	33764	7
	Y155			
Has organization receiv	ved any other financial a	ssistance from t	he City this yea	ar?
	a poinco			on-prof.t
or casization	at The prone	ees Villie	isc	

EVENT INFORMATION

Name	of Event: SCALE Trains Visit
Type of	fEvent: Movee Train Meeting
Facility	Requested or Event Location: <u>PAUILICOU</u> , <u>Stage</u> and Parkin Pronee Williege
	Hours: <u>6°° pm b 9°0 pm</u>
On whi	ich dates and at what times are you requesting permission to setup/clean up?
	Aug 4 ⁴⁹ 2023 Clean up: Au, 5 ⁴⁴ 2023
	describe the event, its purpose, and the activities that will take place:
	sei train coupany is coming to the FMRR
Club	o, speaking chart their products and the
stat	to of the hobby in General.
Estimat	event open to the public: <u>People will be rowing from all over</u> the vert of le-7. ted number of participants/spectators: <u>100</u> event a fundraiser: <u>NO</u>
Will the	ere be an admission, entrance, user fee or cover charge for the event? If so,
please e	explain: MO
How w	vill the event benefit Selma: Exposure to howces Uninger the
1 OU.	of our areas railrows, and our efforts to educate peop in hobby.
	romotional materials be used? How are you planning to market the event:
Saci	al Madical, Flyers, RR Clubs with
	ne aware by the Nations (Rail mans Assoc.

Will the event create revenue-generating opportunities for local Selma businesses? If
so, how: YOS. Hotels, foor, stores will benefit
from our attensice and Those coming from at
of the area
Can you commit to tracking event attendance and vendor sales to report the City's
Economic Development Team following the event? Yes X No
If yes, please describe how you will track attendance and sales:
We will count attugance, we can ask scare
trains of they sold any trains
Has your organization put on this same event in the past: YesNo
If not, has your organization put on other events in Selma? If so, please indicate which ones: we have one house at FMRA
Club on a vegular bissis: Wa also gen our club for
city events on non seledulos alub datos.
Other organizations participating in organization of the event:
Marel Railrous Asse. + Local (CALIF) affiliatos. (Advertige
-
Other organizations participating in event:
Will this event receive third party funding or sponsorship:
Name of Applicant (Print): James Davis Thers Date: 23 June 2023
Signature of Applicant
Please deliver completed application to (<i>City Hall, 1710 Tucker Street, Selma, CA 93662 Building-Planning Technician, 559-891-2208</i>) along with a copy of your organization IRS 501(3)(c) determination letter. Incomplete applications or requests will not be considered.
Planning Office Use Only
June 23, 2023

Date Received:	
Received By: L.P.	
Application Rcvd () IRS 501(3)(c) Rcvd ()	
Date Forwarded for Approval: 6 / 2 7 / 2 0 2 3	

FRESNO MODEL RAILROAD CLUB

EIN: 77-0337647 | Selma, California, United States

Other Names

FRESNO MODEL RAILROAD CLUB INC

FRESNO MODEL RAILROAD CLUB CORP

Auto-Revocation List

Organizations whose federal tax exempt status was automatically revoked for not filing a Form 990-series return or notice for three consecutive years. *Important note: Just because an organization appears on this list, it does not mean the organization is currently revoked, as they may have been reinstated.*

Exemption Type: 501(c)(7) 😨

Exemption Reinstatement Date: 12-15-2020

Revocation Date: 05-15-2016

Revocation Posting Date: 12-12-2016

Determination Letter

A favorable determination letter is issued by the IRS if an organization meets the requirements for tax-exempt status under the Code section the organization applied.

Final Letter(s)

FinalLetter 77-0337647 FRESNOMODELRAILROADCLUBINC 12172020.tif [https://apps.irs.gov/pub/epostcard/dl/FinalLetter_77-0337647 FRESNOMODELRAILROADCLUBINC 12172020.tif]

Copies of Returns (990, 990-EZ, 990-PF, 990-T)

Electronic copies (images) of Forms 990, 990-EZ, 990-PF or 990-T returns filed with the IRS by charities and non-profits.

Organization Name: FRESNO MODEL RAILROAD CLUB CORP

EIN: 77-0337647 Tax Period:202012Return ID:3115020Filing Type:PReturn Type:990E0Copy of Return:2020 Form 990E0 Filing[https://apps.irs.gov/pub/epostcard/cor/770337647_202012_990E0_2022053120147904.pdf]

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

ITEM NO: 7.

Consideration of a Resolution Approving an Agreement Between the City of SUBJECT: Selma and the Fowler Unified School District to Staff an Ambulance for all Home Football Games and Authorize the City Manager to Execute All Necessary Documents

DISCUSSION: The City of Selma Fire Department provides Emergency Medical Services (EMS) to the City of Fowler through its provider agreement with Fresno County. The Fowler Unified School District has requested the Selma Fire Department provide a committed standby ambulance during their home football games (6 total games for the 2023-24 school year). To compensate the City of Selma for this non-emergency coverage, the school district has agreed to pay the fully burden rate for two EMS personnel to staff the ambulance. The Selma Fire Department will utilize off-duty personnel and a back-up ambulance to provide this stand-by coverage. This will prevent any reduction in service to our response area.

FISCAL IMPACT: None. The City is being reimbursed for all costs.

<u>RECOMMENDATION:</u> Adopt the Resolution Approving an Agreement Between the City of Selma and the Fowler Unified School District to Staff an Ambulance for all Home Football Games and Authorize the City Manager to Execute All Necessary Documents.

/s/ Robert Petersen, Fire Chief

/s/ Fernando Santillan, City Manager 07/10/2023 Date

07/10/2023_ Date

RESOLUTION NO. 2023-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA APPROVING AN AGREEMENT BETWEEN THE CITY OF SELMA AND THE FOWLER UNIFIED SCHOOL DISTRICT TO STAFF AN AMBULANCE FO ALL HOME FOOTBALL GAMES AND AUTHORIZE THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS

WHEREAS, The Selma Fire Department provides emergency medical services to the City of Fowler; and,

WHEREAS, The Fowler Unified School District has requested the Selma Fire Department provide a stand-by ambulance for home football games; and,

WHEREAS, The Fowler Unified School District has agreed to reimburse the City of Selma for associated costs to provide this ambulance; and,

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Selma hereby finds, determines, and declares the following:

<u>SECTION 1.</u> The above recitals are true and correct;

<u>SECTION 2.</u> The City Council hereby approves the agreement between the City of Selma and the Fowler Unified School District.

<u>SECTION 3.</u> The City Manager is authorized to execute all necessary documents.

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

<u>SECTION 5.</u> 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.

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Selma held on the 17th day of July, 2023, by the following vote:

5:
5:
5:

(Signatures on the following page)

Scott Robertson Mayor

ATTEST:

Reyna Rivera City Clerk

AGREEMENT BETWEEN THE CITY OF SELMA, CALIFORNIA AND FOWLER UNIFIED SCHOOL DISTRICT

This Agreement is made and entered into effective August 1, 2023, between the City of Selma, a California municipal corporation, ("City") and the Fowler Unified School District, a local educational agency ("District"). The City and the District are collectively referred to as the Parties in this Agreement

WHEREAS, the City Fire Department agrees to provide on-site ambulance services to the District for its home football games for the 2023 season at the District's Football Stadium; (Nielsen Stadium) and

WHEREAS, the purpose of this Agreement is to summarize the on-site ambulance services to be provided by the City ("Services"), including but not limited to:

- a. Medical care to players, coaches, facility staff, and guests of Fowler High School in the event of injury or medical emergency.
- b. Ambulance transport to the hospital if needed, while committing another ambulance to come to remain at the football game.

NOW THEREFORE, the Parties mutually agree as follows:

1. Cost of the Service

The cost of the Service shall be paid by the District at a rate of \$86.49 an hour. The hourly rate for the Services includes one advance life support ambulance with one paramedic and one EMT. In addition to the hourly rate, District shall pay City a \$20 per game fuel surcharge.

2. Employment of Personnel

- a. The paramedic and EMT be an employee of the City Fire Department and shall be subject to the administration, supervision, and control of the City Fire Department.
- b. The paramedic and EMT shall be subject to all personnel policies and practices of the City Fire Department and by this Agreement. They shall also be responsible for compliance with any applicable District policies, rules, or regulations when applicable.
- c. If the District is dissatisfied with the personnel who have been assigned to the District then the District may request that the Chief of the City Fire Department assign a different person or people for the District.
- 3. Duty Hours

- a. The dedicated life support ambulance with one paramedic and one EMT hours shall be from 4:30 to approximately 10:00 pm on the following dates: August 11, 2023, August 18, 2023, September 8, 2023, September 29, 2023, October 13, 2023, and October 20, 2023. The date and time may be modified by mutual written consent.
- b. Other dates may be required if the District has playoff competitions at their home site.

4. Term of Agreement

The initial term of this Agreement is one four month period commencing on the 1st day of August, 2023, and ending on the 8th day of December 2023, however, should either party encounter budgetary constraints that make the continuation of this Agreement impractical, then either party may cancel this Agreement upon ten days' notice to the other in writing.

This Agreement shall not be automatically renewed for successive periods unless agreed upon by both parties made in writing. Prior to this renewal, the City will provide to the District an updated actual costs to provide service for the time period stated in the renewal writing.

5. Duties of Paramedic and EMT

The duties will include, but not be limited to the following:

- a. To be a visible, active figure in regulation uniform and operating a marked approved vehicle at the football stadium to provide a presence to promote safety and build positive relationships with school staff, student athletes and community.
- b. Render aide to those who may require it and assist in the handing off of patient if transportation is required to a hospital.

6. Indemnification

The Parties hereby agree to indemnify, defend and hold harmless each other, its governing board, officials, officers, employees, agents, and volunteers from and against all claims, demands, causes of action, actions, damages, losses, expenses, awards, fines, costs and other liabilities, (including without limitation reasonable attorney fees and costs of litigation) of every nature arising out of or in connection with this Agreement, including but not limited to the use of District's property, and the alleged or actual acts, errors, omissions or negligence of either party or anyone authorized or permitted to act on behalf of the party to the fullest extent permitted by law, unless the injuries or damages are the result of the sole negligence or willful misconduct of the party to be indemnified, subject to any limitations imposed by law. District and City agree that said indemnity and defense obligations shall survive the expiration or termination of this Agreement for any items specified herein that arose

or occurred during the term of this Agreement. Each party shall immediately notify the other party of any claims or legal actions arising out of the performance of this Agreement.

7. Insurance

The City agrees to provide all necessary workers' compensation insurance for any and all City employees, including, but not limited to any City employee providing Services to the District as contemplated by this Agreement, at City's own cost and expense.

8. Payment Terms

The City shall invoice the District monthly for the cost of the Services as follows:

- 1. August 31, 2023, for two days of service (August 11, and 18)
- 2. September 29, 2023, for two days of service (September 8 and 29)
- 3. October 27, 2023, for 2 days of service (October 13 and October 20)

Invoices shall include detail on breakdown of cost. The District shall remit to the City payment of the full amount invoiced within thirty (30) days of receipt of the invoice.

9. Training

The City shall provide the assigned EMS personnel training and other required training to maintain their status, in accordance with applicable fire and safety standards and laws. The City shall also provide training to additional personnel to backfill the position and cover absences due to scheduled training, vacation, or other unforeseen leaves to ensure coverage at the events.

10. Nondiscrimination

Neither the District nor the City shall discriminate against an individual or group based on race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, gender, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics when fulfilling duties under this Agreement.

11. Compliance with Law

Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. The parties shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others.

12. Severability

If any term or provision of this Agreement is determined to be unlawful or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected. Each term or provision of the Agreement shall be valid and enforced as written to the fullest extent permitted by law.

13. Amendment

This Agreement may only be modified by a written amendment signed by both parties.

14. Full Force and Effect

Except as otherwise provided herein, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement in Fowler County, California as of the day and year first hereinabove written.

CITY OF SELMA, a California municipal FOWLER UNIFIED SCHOOL DISTRICT, Corporation, a local agency.

By: _

Fernando Santillan City Manager City of Selma By: _____ Lindsay Sanders Superintendent Fowler Unified School District

Addresses

CITY:

City of Selma 1710 Tucker St. Selma, CA 93662 DISTRICT:

Fowler Unified School District 658 E Adams Ave Fowler, CA 93625

ITEM NO: 8.

Consideration of Amendment to City of Selma's Agreement with Second SUBJECT: Chance Animal Shelter

DISCUSSION: The City Council directed staff at the June 1, 2023 Special Meeting to extend and modify the expiring contract with Second Chance Animal Shelter reflecting a monthly payment amount of \$30,000 through December 31, 2023, due to an increase in animal intakes and operating costs. In addition, the City Council approved \$55,000 in one-time emergency funds, which were issued to the Shelter earlier this month.

The attached Amendment No. 1 (Exhibit A) reflects additional terms, which the Second Chance Animal Shelter must meet in order to maintain the new approved funding amount. Such terms include:

- Reducing the total amount of animals at the shelter to 60 within 3 months
- Personnel and staffing decisions being subject to approval/input from the City of Selma
- Training for Animal Shelter staff by the Selma Police Department and Finance Department
- Improved reporting requirements, including weekly, monthly, quarterly, and annual financial reports
- Representation by the City of Selma on the Shelter's Board of Directors -

FISCAL IMPACT: No additional impact to the General Fund, as \$180,000 was approved in the FY 23-24 adopted budget.

<u>RECOMMENDATION</u>: Approve Amendment No. 1 to City of Selma's Agreement with Second Chance Animal Shelter

/s/ Fernando Santillan, City Manager

07/13/2023 Date

Attachments: Exhibit A: Amendment No. 1 Exhibit B: Professional Services Agreement (July 1, 2021) with Second Chance Animal Shelter

CITY OF SELMA

PROFESSIONSAL SERVICES AGREEMENT AMENDMENT NO. 1

This Professional Services Agreement Addendum ("Addendum") is made and entered into between the City of Selma ("City") and Second Chance Animal Shelter of Selma ("Consultant").

Whereas, the Consultant's professional relationship with the City is governed by the Professional Services Agreement ("Agreement") dated July 1, 2021, attached hereto as Exhibit 1, and

Whereas, Consultant has suffered from financial and operational struggles, which requires an amendment to the Agreement.

Accordingly, the parties agree that the Agreement is amended as follows:

- Section 1: <u>Term.</u> The current contract term would end on June 30, 2023. The parties agree to extend the Agreement for an additional six (6) months. Prior to December 31, 2023, the parties will meet and determine whether a new agreement can be reached.
- Exhibit A: <u>Subsection (o)</u>: City Manager shall have authority to approve an increase or decrease in staffing levels, as well as to determine part-time or full-time status of employees based upon the needs of the Shelter. Additionally, a representative of the City will be involved in all hiring decisions made by the Shelter, including interviews and employment offers extended, as needed. Furthermore, Shelter staff shall receive training from the City, including from the Police Department, as deemed appropriate by the City, in order to provide effective and competent service to the community.
- Exhibit A: <u>Subsection (m):</u> Additionally, Consultant will provide weekly, monthly, quarterly, and annual revenue and expense reports. Consultant will be required to provide an accounting to the City at any time at City request. Consultant will also provide a monthly report that details the following:
 - Description of current capacity at the shelter
 - Challenges currently faced by the shelter
 - Any complaints received from staff or members of the public
 - Significant events that have affected operations
- Exhibit B: <u>Rate Schedule:</u> Consultant's flat monthly fee shall be increased to the amount of thirty thousand dollars (\$30,000.00).

In addition to the above, the below sections shall be added to the Agreement as follows:

Section 24: <u>Shelter Capacity:</u> Currently, the shelter is well-over capacity with animals. The shelter shall use its best efforts and work immediately to reduce the number of dogs to below sixty (60). Once the number of the dogs at the shelter is reduced to below sixty (60), within 3 months of execution of this addendum, Consultant shall use its best efforts to consistently keep the amount of animals at the shelter at or below sixty (60). However, under no circumstances, shall the number of animals reach above seventy-five (75). Additionally, Consultant must notify the City within 24 hours if the number of animals at the shelter reaches sixty (60) or more.

> In instances when the Consultant receives a litter of puppies, Consultant is allowed up to 12 weeks to nurse and wean the puppies, as necessary, before removing them from the shelter in order to meet the capacity requirement stated above. In all such instances, Consultant shall notify the City and ensure proper monitoring and reporting of the specific timeframes and number of puppies subject to this provision.

> Additionally, Consultant shall cease all pickup of animals from Kingsburg or Fowler due to the capacity limitations at Shelter, following a 60-day notice period to the respective agencies.

Section 25: <u>Board Representation:</u> A City representative shall always have a seat on the Second Chance Animal Shelter Board of Directors. Additionally, Consultant shall ensure that at least one member of the Board of Directors has an adequate accounting or finance background who is able to effectively manage the Shelter's funds.

Except as set forth in this Addendum, all other terms and conditions of the Agreement shall remain in full force and effect.

Date:	

Sign:_____

Fernando Santillan, City of Selma City Manager

Date:

Sign: _

Parveen Sandhu, President of Second Chance Animal Shelter of Selma

CITY OF SELMA

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of July 1, 2021 ("Effective Date"), between the City of Selma, a municipal corporation ("City") and Second Chance Animal Shelter of Selma, a California non-profit corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. <u>TERM</u>

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2023, unless sooner terminated pursuant to the provisions of this Agreement. If this agreement is not renewed by this date, this agreement will remain in place on a month-to-month services.

2. <u>SERVICES</u>

(a) Consultant shall perform the tasks ("Services") described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. ("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 animal care and animal control services, serving a municipal agency.

(d) Consultant shall comply with all applicable federal, state, and local laws,

Page 1 of 16

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 understands that, if this Agreement is made in violation of Government Code §1090 et. seq., the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disgualified from holding public office in the State of California.

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

3. MANAGEMENT

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

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Eight Thousand One Hundred Sixty-Three Dollars and Fifty-Seven Cents (\$8,163.57) per month, plus reimbursements as set forth in Exhibit B, during 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.

Page 2 of 16

(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) Either party may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the other party at least sixty (60) days prior written notice. Upon receipt of said notice from the City, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If either party 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. <u>OWNERSHIP OF DOCUMENTS</u>

(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,

Page 3 of 16

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.

(c) <u>DUTY TO DEFEND</u>. In the event the City, its officers, employees, agents and/or volunteers are made a party to any action, claim, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by City, Consultant shall have an immediate duty to defend the City at Consultant's cost or at City's option, to reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

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.

Page 4 of 16

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 Services during his/her tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Services 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:	Lozano Smith Attorneys at Law 7404 North Spalding Avenue

Page 6 of 16

Fresno, CA 93720-3370

To Consultant:

Second Chance Animal Shelter 2831 W. Front St. Selma, CA 93662 Attention: President

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 and indemnity provision similar to the one provided herein and identifying City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

Notwithstanding Consultant's use of any subconsultant, Consultant shall be responsible to the City for the performance of its 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

Page 7 of 16

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. <u>COUNTERPARTS</u>

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. <u>REMEDIES</u>

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. <u>AUTHORITY TO EXECUTE THIS AGREEMENT</u>

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**

By: Ralph Jimenez, Interim City Manager

Attest:

Reyna Rivera, City Clerk By:

Approved as to form:

By: <u>Mary Lever</u>, City Attorney

Attachments:

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

"CONSULTANT" Second Chance Animal Shelter

By: <u>Amanda Guerra</u>, President Nidya Juarez, Vice President

Page 9 of 16

<u>EXHIBIT A</u>

SCOPE OF SERVICES

Consultant shall provide animal care and control services, as set forth herein, for animals which originate in the City of Selma, which shall include, but are not limited to the following services:

- a. Shelter animals consistent with State and local laws and regulations.
- b. Maintain kennels and animal shelter facilities in a humane and sanitary condition at all times.
- c. Maintain shelter hours twenty-four (24) hours per day, seven (7) days per week for the feeding and care of abandoned dogs.
- Maintain at a minimum, business hours of: Regular operational hours (drop offs allowed): Tuesday – Saturday 7am – 11am & noon – 4pm Sunday – Monday 7am – 11am & 3pm – 5pm

Animal Control Services:

7 days a week from 8am – 5pm and on-call after hours; after hours public contacts Selma Police Department and Selma Police Department contacts on-call Animal Control Officers

Adoption and Business Hours: Tuesday – Friday 12pm – 4pm Saturday 9am – 5pm

Animal Reclaim Hours: Tuesday – Saturday 8am – 5pm Sunday – Monday 7am – 11am

- e. Maintain voice-messaging services for public inquiries during non-operational hours.
- f. Vaccinate impounded animals against common communicable diseases as needed.
- g. Quarantine and monitor animals in accordance with State and local regulations.
- h. Provide or arrange for emergency medical care to sick and injured animals that are within Consultant's care.

Page 10 of 16

- i. Dispose of deceased animals in a lawful manner using an animal disposal company.
- j. Employ and enlist qualified officials, officers, employees, agents, and volunteers to perform work for Consultant.
- k. Adopt and practice personnel rules that conform to Federal, State and local laws and regulations.
- Ensure all of Consultant's officials, officers, employees, agents, and volunteers deliver exceptional customer service and perform work with courtesy, integrity and respect. All complaints shall be handled with diplomacy and addressed promptly.
- m. Submit statistical and narrative activity reports to the City on a monthly basis, on or before the fifteen (15th) day for the preceding month. Reports shall include the following information and be presented in a format acceptable to the City:
 - i. Number of dogs received.
 - ii. Number of dogs adopted by individuals or transferred to other shelters or organizations.
 - iii. Description of shelters and organizations that received dogs, including dates of delivery.
 - iv. Description of any other disposition of dogs.
 - v. Number of dogs requiring medical treatment, quarantine or vaccinations.
 - vi. Records of any other disposition of dogs.
 - vii. Other related information that the City may request, provided individual privacy rights are respected.
- n. File all reports required by State and local laws.
- o. Employ two, qualified, trained, Animal Control Officers ("ACO") to engage in animal control activities daily in the City; one on a full-time basis and one part-time, seven days a week (exception: City holidays), and five kennel technicians. Said activities shall include, but are not limited to, the following: responding to reports of vicious and dangerous animals, capturing and impounding stray domestic animals, accepting animals surrendered by their owners, rescuing ill, injured or abused animals.

Page 11 of 16

- p. Maintain a website with stray animals to assist in owner reunification
- q. Adoption services
- r. Accept animals surrendered by owners at the shelter
- s. Provide vaccination and microchip clinics no less than three times annually

EXHIBIT B

RATE SCHEDULE

Consultant shall receive a flat monthly fee in the amount of Eight Thousand One Hundred Sixty-Three Dollars and Fifty-Seven Cents (\$8,163.57) for the Services set forth herein.

Additionally, the City will reimburse Consultant up to \$1,500 for spay/neuter services provided for dogs or cats.

City will pay monthly for disposal of deceased animals and maintain freezer located at Second Chance Animal Shelter.

Pursuant to certain leases between the City and CalWater, the City leases the animal shelter site from CalWater in exchange for CalWater's lease of space on Selma's Tower property.

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 \$1,000,000.00 per occurrence, \$2,000,000.00 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 \$1,000,000.00 combined single limit for each accident.

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000.00).

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

Page 14 of 16

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.

Page 15 of 16

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.

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81956 06/16/23 Printed THOMAS J O'LAUGHLIN MD INC. FD -MEDICAL DIRECTOR JULY 2023 500.00 81957 06/16/23 Printed U.S. BANK EQUIPMENT FINANCE ADMIN - COPY MACHINE LEASES JUNE 2023 2,399.13 81958 06/16/23 Printed UNITY IT PD -COMPUTER PROGRAMMING 4,962.73 81959 06/16/23 Printed VENIZON FD -VEHICLE TRACKING MAY 2023 94.75 81960 06/16/23 Printed VINCENT COMMUNICATIONS INC FD -RADIO EQUIPMENT 5,461.33 81961 06/16/23 Printed ZUMAR INDUSTRIES, INC. PW -PERFORATED TUBES 2,283.74 81963 06/23/23 Printed GLORIA ACOSTA COMM SERVICES -BAND JULY 3RD PERFORMANCE 400.02 81964 07/03/23 Printed GLORIA ACOSTA COMM SERVICES -BAND JULY 3RD PERFORMANCE 400.00 81965 07/03/23 Printed ADCINIA ACOSTA COMM SERVICES -BAND JULY 3RD PERFORMANCE 400.00 81966 07/03/23 Printed ADCINIA ACOSTA COMM SERVICES -BAND JULY 3RD PERFORMANCE 1,105.00							
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81967 07/03/23 Printed MARK ALVES PW -BRENTLINGER LAMPS/BREAKERS 1,185.00 81968 07/03/23 Void Void Check - 81969 07/03/23 Printed ARAMARK UNIFORM PW -UNIFORMS/TOWELS/FIRST AID 2055 THIRD ST 559.42 81970 07/03/23 Printed AT&T MOBILITY ADMIN -TELEPHONE/MDT'S 5/1/23-6/11/23 388.07 81971 07/03/23 Printed AT&T MOBILITY ADMIN -TELEPHONE/MDT'S 5/1/2/3-6/11/23 1,780.74 81972 07/03/23 Printed BANNER PEST CONTROL INC ADMIN -PEST CONTROL JUNE 2023 456.00 81973 07/03/23 Printed JAY WESLEY BROCK PU -SHAFER PARK CONCESSION STAND STAINLESS STEEL DOOR 99.000 81974 07/03/23 Printed BROWN'S DOCK & DOOR, INC. PW -SHAFER PARK CONCESSION STAND STAINLESS STEEL DOOR 9,250.00			Printed		PD -EVIDENCE TOWING MAY 2023		518.00
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81970 07/03/23 Printed AT&T MOBILITY ADMIN -TELEPHONE/MDT'S 5/1/23-5/31/23 389.07 81971 07/03/23 Printed AT&T MOBILITY ADMIN -TELEPHONE/MDT'S 5/1/23-6/11/23 1,780.74 81972 07/03/23 Printed BANNER PEST CONTROL INC ADMIN -PEST CONTROL JUNE 2023 456.00 81973 07/03/23 Printed JAY WESLEY BROCK PD -K9 MAINTENANCE 6/19/23 90.00 81974 07/03/23 Printed BROWN'S DOCK & DOOR, INC. PW -SHAFER PARK CONCESSION STAND STAINLESS STEEL DOOR 9,250.00							-
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81974 07/03/23 Printed BROWN'S DOCK & DOOR, INC. PW -SHAFER PARK CONCESSION STAND STAINLESS STEEL DOOR 9,250.00							
July 17; 2023 Council Packet Page 92.04							
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81976	07/03/23	Printed	CENTRAL SANITARY SUPPLY, LLC.	PW -JANITORIAL SUPPLIES		409.14
81977	07/03/23	Printed	CISCO SYSTEMS CAPITAL CRP	ADMIN -PHONE SYSTEM LEASE		1,375.84
81978	07/03/23	Printed	COMCAST	ADMIN -PD TO FCSO MAY 2023		696.70
81979	07/03/23	Printed	COMCAST	ADMIN -INTERNET SERVICE JUNE 2023		821.45
81980	07/03/23	Printed	CONSOLIDATED ELECTRICAL	PW -75W LED LIGHTS BRETLINGER		2,227.03
81981	07/03/23	Printed	CONTAINER STOP INC.	PW -40' HC WIND & WATER TIGHT CONTAINER		4,500.00
81982	07/03/23	Printed	CORE BUSINESS INTERIORS	PD -FURNITURE FOR PD STATION		2,305.73
81983	07/03/23	Printed	CORELOGIC SOLUTIONS LLC	ADMIN -REALQUEST SERVICES MAY 2023		481.25
81984	07/03/23	Printed	DATA TICKET, INC.	PD -PARKING CITATION PROCESSING MAY 2023		200.00
81985	07/03/23	Printed	DEPARTMENT OF JUSTICE	PD -BLOOD ALCOHOL ANALYSIS MAY 2023		539.00
81986	07/03/23	Printed	JONATHAN ESTRADA	BLDG -REFUND PERMIT 23-88		766.35
81987	07/03/23	Printed	FIRE APPARATUS SOLUTIONS	FD -PARTS FOR FIRE VEHICLES		112.12
81988	07/03/23	Printed	FIRE RECOVERY EMS LLC	FD -AMBULANCE BILLING		151.83
81989	07/03/23	Printed	FORTNERS AUTO SERV & TOWING	PD -2016 FORD FOCUS TOW		275.00
81990	07/03/23	Printed	FRESNO CITY COLLEGE	PD -PC832 ARREST LAWS COURSE		87.00
81991	07/03/23	Printed	FRESNO COUNTY FIRE	FD -VEHICLE DECAL REPAIRS		420.88
81992	07/03/23	Printed	FRESNO COUNTY SHERIFF	PD -RMS/JMS/CAD ACCESS FEES MAY 2023		489.74
81993	07/03/23	Printed	FRESNO COUNTY TREASURER	FD -GENERATOR MAINT EH PENALTY		48.90
81994	07/03/23	Printed	FRESNO ECONOMIC OPPORTUNITIES	SENIOR C -SENIOR MEALS MAY 2023		2,335.41
81995	07/03/23	Printed	FRESNO OXYGEN	FD -OXYGEN RENTALS		394.77
81996	07/03/23	Printed	FRESNO ROOFING CO.	PW -FIRE STATION #2 RE-ROOF		70,975.00
81997	07/03/23	Printed	BERNARDINO GARCIA	COMM SERVICES -BAND JULY 3RD PERFORMANCE		500.00
81998	07/03/23	Printed	GEIL ENTERPRISES INC	FD -JANITORIAL SERVICES JUNE 2023		4,686.00
81999	07/03/23	Printed	DOMINIC GRIJALVA	ART C -REIMBURSEMENT FOR ADS FACEBOOK		138.45
82000	07/03/23	Printed	HANKIN SPECIALTY ELEVATORS INC	ART C -SEMI-ANNUAL MAINTENANCE		848.70
82001	07/03/23	Printed	HEALTHEDGE ADMINISTRATORS INC.	HR -DENTAL CLAIMS 5/31/23		1,063.88
82002	07/03/23	Printed	HEALTHEDGE ADMINISTRATORS INC.	HR -DENTAL CLAIMS 6/14/23		2,672.00
82003	07/03/23	Printed	HEALTHEDGE ADMINISTRATORS INC.	HR -DENTAL CLAIMS 6/21/23		3,113.56
82004	07/03/23	Printed	HEALTHEDGE ADMINISTRATORS INC.	HR -ADMINISTRATIVE FEES JULY 2023		931.67
82005	07/03/23	Printed	HENRY SCHEIN INC.	FD -MEDICAL SUPPLIES		58.19
82006	07/03/23	Printed	HINDERLITER DE LLAMAS &	FIN -SALES TAX Q4/2022		1,291.57
82007	07/03/23	Printed	ALEXIS HOLLADAY	ART C -MUSICIAN NEXT TO NORMAL		300.00
82008	07/03/23	Printed	INDUSTRIAL SAFETY LLC	PW -MECHANIX WEAR GLOVES	_	168.31
82009	07/03/23	Printed	IRG MASTER HOLDINGS, LLC	FIN -CVTC UTILITIES 4/26/23-5/24/23	R	24,268.79
82010	07/03/23	Printed	IRVINE & JACHENS INC.	PD -OFFICER UNIFORM BADGES		3,867.13
82011	07/03/23	Printed	J'S COMMUNICATION INC.	PD -SERVICE AGREEMENT JUN 2023		446.00
82012	07/03/23	Printed	JOHNSON CONTROLS SECURITY	ADMIN -ALARM SERVICES 7/1/23-9/30/23		4,018.50
82013	07/03/23	Printed		HR -MEDICAL PREMIUM REIMB JUNE 2023		1,986.68
82014	07/03/23	Printed	KINGS INDUSTRIAL OCCUPATION	HR -PRE EMPLOYMENT PHYSICALS		2,029.04
82015 82016	07/03/23	Printed		PD -K-9 EXAM FOR INJURY		169.00
82016	07/03/23 07/03/23	Printed	KOEFRAN INDUSTRIES, INC.			163.86
82017 82018		Printed Printed	LIEBERT, CASSIDY, WHITMORE	HR -LEGAL FEES MAY 2023		19,946.15
82018	07/03/23 07/03/23	Printed	HEATHER MCCOY METRO UNIFORM	PD -VICTIM EXAM 23-3106		1,000.00
82019	07/03/23	Printed	MODIVCARE	PD -BALLISTIC VEST AMBULANCE OVERPAYMENT REIMB SMCA-22-124325:1 1/24/22		4,417.74 772.82
82020						250.00
82021	07/03/23 07/03/23	Printed Printed	JACOB MOON RICHARD JOSEPH NAVARRETTE	ART C -CHOREOGRAPHER NEXT TO NORMAL COMM SERVICES -BAND JULY 3RD PERFORMANCE		500.00
82022	07/03/23	Printed	NEW HOPE FAMILY CHURCH	COMM SERVICES - BAND JOLY SRD PERFORMANCE COMM SERVICES - JULY 3RD TRASH PICKUP		400.00
82023	07/03/23	Printed	ROBERT OROZCO JR	PD -TOW SPD UNIT		1,475.00
82024	07/03/23	Printed	PACIFIC TIRE SELMA	FIN -BL OVERPAYMENT REIMB		335.00
82025	07/03/23	Printed	PG&E	ADMIN -UTILITIES JUNE 2023		4,077.13
82020	07/03/23	Printed	DANIEL RODRIGUEZ	COMM SERVICES -BAND JULY 3RD PERFORMANCE		4,077.13
82027	07/03/23	Printed	JESSE RODRIGUEZ	COMM SERVICES -BAND JULY 3RD PERFORMANCE		500.00
82028	07/03/23	Printed	ALEXANDRA RUIZ	ART C -MUSICIAN NEXT TO NORMAL		300.00
82029	07/03/23	Printed	SELMA PORTUGUESE AZORIAN	FIN -JOB FAIR HALL RENTAL	R	300.00
82030	07/03/23	Printed	THE CRISCOM COMPANY	ADMIN -SEWER INFRASTRUCTURE JULY 2023	IX.	4,500.00
82032	07/03/23	Printed	THOMAS J O'LAUGHLIN MD INC.	FD -MEDICAL DIRECTOR AUG 2023		4,500.00
82032	07/03/23	Printed	VALLEY SHREDDING LLC	PD -SHREDDING SERVICE		45.00
82033	07/03/23	Printed	JORDAN WILLIAMS	ART C -NEXT TO NORMAL PIANIST		43.00
82034	07/03/23	Printed	GARY WINEBRENNER	COMM SERVICES -BALLOON ARTIST JULY 3RD		258.75
02000	01,00,20				TOTAL	825,103.26

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

06/15/23 CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES

WIRE/EFT FD -PP-GEMT IGT FOR CY23 COLLECTION 1

153,362.59

	TRANSACTION	l i i i i i i i i i i i i i i i i i i i			
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
AMY SMART	4/25/2023	EXHIBIT	CANOPIES	100-4700-600.250.000	1,253.18
AMY SMART	4/26/2023	WALMART	SNACKS FOR WORKSHOP	100-4100-610.920.000	37.69
AMY SMART	4/26/2023	YOUNIQUELY YOURS	DEPOSIT T-BALL UNIFORMS	100-4700-656.902.000	1,000.00
AMY SMART	4/28/2023	THE BEARS DEN	DONUTS FOR STAFF MEETING	100-4100-610.920.000	33.28
AMY SMART	5/9/2023	STAPLES	OFFICE SUPPLIES	100-4100-600.250.000	303.72
AMY SMART	5/10/2023	CANVA	MARKETING PROGRAM	100-4100-600.400.000	149.90
ANDREW GUZMAN	4/23/2023	PETCO	DOG FOOD	100-2200-600.400.700	133.92
ANDREW GUZMAN	4/25/2023	76 GAS STATION	FUEL	701-9200-600.257.000	45.24
ANDREW GUZMAN	4/28/2023	OPTICPLANET.COM	BATONS	100-2200-600.250.000	253.31
ANDREW GUZMAN	4/29/2023	GALLS	HANDCUFFS	100-2200-600.250.000	286.37
ANDREW GUZMAN	4/29/2023	GALLS	BATONS	100-2200-600.250.000	377.67
ANDREW GUZMAN	5/1/2023	AMAZON	MANNEQUIN	100-2100-600.250.000	98.07
ANDREW GUZMAN	5/2/2023	OPTICPLANET.COM	EQUIPMENT	100-2200-600.250.000	422.20
ANDREW GUZMAN	5/5/2023	AMAZON	DIGITAL CAMERAS	100-2200-600.250.000	980.70
CALEB GARCIA	4/18/2023	BUY N BYE MINI MART, SANGER CA	FUEL-ACT	269-2100-600.257.000	34.41
CALEB GARCIA	4/20/2023	METRO SHOP N GAS, FRESNO CA	FUEL-ACT	269-2100-600.257.000	83.25
CALEB GARCIA	4/23/2023	TOWNPLACE SUITES, CAMPBELL CA	LODGING-ACT	269-2100-610.915.000	557.61
CALEB GARCIA	4/23/2023	TOWNPLACE SUITES, CAMPBELL CA	LODGING-SEPD	100-2100-610.920.000	557.61
CALEB GARCIA	4/26/2023	ARCO, CAMPBELL CA	FUEL-ACT	269-2100-600.257.000	77.32
CALEB GARCIA	5/2/2023	CHEVRON, FRESNO CA	FUEL-ACT	269-2100-600.257.000	100.97
CALEB GARCIA	5/4/2023	SHELL OIL, FRESNO CA	FUEL-ACT	269-2100-600.257.000	66.54
CALEB GARCIA	5/9/2023	QUEST MART, FRESNO CA	FUEL-ACT	269-2100-600.257.000	73.21
CALEB GARCIA	5/18/2023	SHELL OIL, FRESNO CA	FUEL-ACT	269-2100-600.257.000	83.19
CASSY FAIN	5/4/2023	WAL-MART	SUPPLIES	100-2100-600.250.000	40.74
CITY OF SELMA FIRE QRT MST	4/27/2023	GOLDEN VALLEY ACE	CUT OFF BLADE	100-2525-600.250.000	5.45
CITY OF SELMA FIRE QRT MST	4/27/2023	CASCADE FIRE EQUIPMENT	FICE EQUIPMENT	100-2550-600.250.000	328.74
CITY OF SELMA FIRE ORT MST	5/10/2023	CASCADE FIRE EQUIPMENT	SQ 111 WILDLAND EQUIPMENT	295-2500-600.305.000	665.02
CITY OF SELMA FIRE QRT MST	5/10/2023	ADVANTAGE GEAR, INC.	WILDLAND PANTS	111-2500-600.250.000	1,451.37
CITY OF SELMA FINE QRF MIST	5/16/2023	G&R TRANSPORT	TIRE REPAIR	701-9200-600.255.000	226.00
CITY OF SELMA SING RES2	4/30/2023	FOOD 4 LESS	WATER	100-2525-600.250.000	220.00
CITY OF SELMA STATION 1 CITY OF SELMA STATION 1	5/1/2023	VINCENT COMMUNICATIONS	RADIO EQUIPMENT	100-2525-600.250.000	56.41
		THE HOME DEPOT	STATION REPAIRS		16.90
CITY OF SELMA STATION 1	5/3/2023		WATER	100-2525-600.250.000	
CITY OF SELMA STATION 1	5/14/2023	WAL-MART	STATION SUPPLIES	100-2525-600.250.000	39.78
CITY OF SELMA STATION 1	5/17/2023			100-2525-600.250.000	11.67
CITY OF SELMA STATION 1	5/18/2023		STATION REPAIR	100-2525-600.250.000	50.35
CITY OF SELMA STATION 2	4/27/2023	WAL-MART	CLEANING SUPPLIES	100-2525-600.250.000	41.05
CITY OF SELMA STATION 2	5/16/2023		CLEANING SUPPLIES; WATER/GATORADE	100-2525-600.250.000	123.64
CITY OF SELMA TRAINING DIVISION	4/24/2023	SP DECKED STORAGE	STORAGE UNITS FOR TRUCK	111-2500-600.250.000	1,665.09
CITY OF SELMA TRAINING DIVISION	4/27/2023		SUPPLIES	100-2525-600.250.000	246.06
CYNTHIA GOMEZ	4/26/2023	ANN'S DONUTS	DONUTS FOR SOFT SWEARING-IN	100-2200-600.250.000	31.50
CYNTHIA GOMEZ	5/11/2023	CIRCLE K SELMA	GAS FOR DISPATCHER IN TRAINING	701-9200-600.257.000	58.49
EMS DIVISION 550	4/25/2023	WAL-MART	CASES OF WATER	600-2600-600.250.000	29.67
EMS DIVISION 550	4/25/2023	76 GAS STATION	FUEL	701-9200-600.257.000	103.13
EMS DIVISION 550	4/28/2023	FOWLER JQ	FUEL	701-9200-600.257.000	93.27
EMS DIVISION 550	5/3/2023	76 GAS STATION	FUEL	701-9200-600.257.000	98.54
EMS DIVISION 550	5/4/2023	WAL-MART	VACUUM	600-2600-600.250.000	64.00
EMS DIVISION 550	5/14/2023	WAL-MART	STATION SUPPLIES	600-2600-600.250.000	41.45
EMS DIVISION 550	5/19/2023	CHEVRON	FUEL	701-9200.600.257.000	103.64
EMS DIVISION 552	4/27/2023	NELSONS ACE HARDWARE	SINGLE CUT KEY	600-2600-600.250.000	16.22
EMS DIVISION 552	4/27/2023	NELSONS ACE HARDWARE	COLOR KEY RINGS, BROOM	600-2600-600.250.000	14.03

TRANSACTION

	TRANSACTION	1			
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
EMS DIVISION 552	5/5/2023	WAL-MART	CASES OF WATER	600-2600-600.250.000	15.26
EMS DIVISION 552	5/9/2023	WAL-MART	STATION SUPPLIES	600-2600-600.250.000	24.06
EMS DIVISION 552	5/19/2023	CHEVRON	FUEL	701-9200-600.257.000	75.45
EMS DIVISION 553	4/23/2023	PILOT	FUEL	701-9200-600.257.000	60.00
EMS DIVISION 553	5/10/2023	ARCO	FUEL	701-9200-600.257.000	142.76
EMS DIVISION 553	5/19/2023	SHELL OIL	FUEL	701-9200-600.257.000	105.09
FABIAN URESTI	4/26/2023	AMAZON	EMS SUPPLIES	600-2600-600.250.000	26.02
FABIAN URESTI	4/26/2023	CASCADE TRAINING	CPR CARDS	600-2600-610.915.000	256.00
FABIAN URESTI	4/27/2023	THE HOME DEPOT	STATION EQUIPMENT FOR EMS SUPPLIES RACK	600-2600-600.250.000	121.26
FERNANDO MORAN	5/1/2023	NELSON'S ACE HARDWARE	LANDSCAPING SUPPLIES - PARKS	100-5300-600.250.000	183.34
FERNANDO MORAN	5/2/2023	NELSON'S ACE HARDWARE	SURGE PROTECTOR-CORP YARD	702-9300-600.250.000	19.51
FERNANDO MORAN	5/2/2023	NELSON'S ACE HARDWARE	CUT KEYS & KEY TAGS - PARKS	100-5300-600.250.000	18.38
FERNANDO MORAN	5/4/2023	AMAZON	URINAL SCREENS-BLDGS	702-9300-600.250.000	28.06
FERNANDO MORAN	5/8/2023	FERGUSON	SLOAN VALVES REPAIR KITS-BLDGS	702-9300-600.250.000	468.51
FERNANDO MORAN	5/8/2023	HOME DEPOT	WIRE STRIPPERS-PARKS TOOLS	100-5300-600.305.000	45.49
FERNANDO MORAN	5/8/2023	HOME DEPOT	WIRE CONNECTORS-PARKS	100-5300-600.250.000	21.68
FERNANDO MORAN	5/9/2023	1000 BULBS	METAL HALIDE BULBS-BALLFIELD LIGHTS	100-5300-600.250.000	351.45
FERNANDO MORAN	5/9/2023	HOME DEPOT	ROPE/PULLEY-PARKS	100-5300-600.250.000	12.42
FERNANDO MORAN	5/10/2023	HOME DEPOT	ROLLER COVER/BUCKET-PARKS	100-5300-600.250.000	13.52
FERNANDO MORAN	5/11/2023	AMAZON	MOP BUCKETS/WRINGER-BLDGS	702-9300-600.250.000	141.00
FERNANDO MORAN	5/11/2023	HOME DEPOT	2 POLE BREAKER-PARKS	100-5300-600.250.000	37.92
FERNANDO MORAN	5/12/2023	NELSON'S ACE HARDWARE	KEYS/BATTERIES/FLAGPOLE-PARKS	100-5300-600.250.000	37.92
FERNANDO MORAN	5/15/2023	1000 BULBS	METAL HALIDE BULBS-BALLFIELD LIGHTS	100-5300-600.250.000	351.45
	5/15/2023	NELSON'S ACE HARDWARE			72.32
FERNANDO MORAN		HOME DEPOT	CUT KEYS/KEY RINGS/5 GALLON COOLER-PARKS ROPE/CLAMPS/WELDED RINGS-SHAFER PARK PLAYGROUND SHADE COVER	100-5300-600.250.000	
FERNANDO MORAN	5/15/2023			456-4100-700.100.000	238.21
FERNANDO MORAN	5/16/2023		TRASH CANS-PARKS	100-5300-600.250.000	214.59
FERNANDO MORAN	5/17/2023	NELSON'S ACE HARDWARE	GRILL BRUSH/HAND TROWEL-PARKS	100-5300-600.250.000	34.14
FERNANDO SANTILLAN	4/24/2023	RODOLFO'S	MEETING WITH R. ALCARAZ	100-1300-610.920.000	37.11
FERNANDO SANTILLAN	4/26/2023	NOTHING BUNDT CAKES	ADMIN PROFESSIONALS DAY; SUPPLIES	100-1300-610.000.000	60.50
FERNANDO SANTILLAN	4/26/2023	CHIPOTLE	ADMIN PROFESSIONALS DAY; SUPPLIES	100-1300-610.000.000	120.00
FERNANDO SANTILLAN	5/2/2023	APA CONFERENCE	CONFERENCE REGISTRATION; F.SANTILLAN, J.KEENE	100-1300-610.920.000	1,350.00
FERNANDO SANTILLAN	5/6/2023	FRESNO BEE	MONTHLY SUBSCRIPTION	100-1300-610.900.000	15.99
FERNANDO SANTILLAN	5/6/2023	NESPRESSO	OFFICE SUPPLIES; COFFEE	100-1300-600.250.000	83.80
FERNANDO SANTILLAN	5/19/2023	CALED	CONFERENCE REGISTRATION; ECON. DEV MGR	100-1300-610.920.000	595.00
FERNANDO SANTILLAN	5/21/2023	LINKEDIN	SUBSCRIPTION	100-1300-610.900.000	139.99
FINANCE DEPARTMENT	4/26/2023	G'S RISTORANTE ITALIANO	HR -MAINTENANCE WORKER INTERVIEW PANEL LUNCH	100-1400-610.920.000	154.61
FINANCE DEPARTMENT	5/6/2023	CYMAX	DESK FOR HR MANAGER	100-1600.600.100.000	2,308.34
FINANCE DEPARTMENT	5/10/2023	CSMFO	HR -JOB POSTING RECRUITMENT	100-1400-600.200.000	400.00
FINANCE DEPARTMENT	5/10/2023	THE HOME DEPOT	CVTC SUPPLY ORDER	274-1600-600.250.000	167.75
FINANCE DEPARTMENT	5/10/2023	THE HOME DEPOT	CVTC SUPPLY ORDER	274-1600-600.250.000	21.66
FINANCE DEPARTMENT	5/10/2023	THE HOME DEPOT	CVTC SUPPLY ORDER	274-1600-600.250.000	214.66
FINANCE DEPARTMENT	5/10/2023	THE HOME DEPOT	CVTC SUPPLY ORDER	274-1600-600.250.000	149.70
FINANCE DEPARTMENT	5/10/2023	THE HOME DEPOT	CVTC SUPPLY ORDER	274-1600-600.250.000	45.53
FINANCE DEPARTMENT	5/10/2023	THE HOME DEPOT	CVTC SUPPLY ORDER	274-1600-600.250.000	193.95
FINANCE DEPARTMENT	5/11/2023	THE HOME DEPOT	CVTC SUPPLY ORDER	274-1600-600.250.000	87.48
FINANCE DEPARTMENT	5/11/2023	THE HOME DEPOT	CVTC SUPPLY ORDER	274-1600-600.250.000	71.72
FINANCE DEPARTMENT	5/11/2023	THE HOME DEPOT	CVTC SUPPLY ORDER	274-1600-600.250.000	80.90
FINANCE DEPARTMENT	5/11/2023	THE HOME DEPOT	CVTC SUPPLY ORDER	274-1600-600.250.000	572.92
FINANCE DEPARTMENT	5/11/2023	THE HOME DEPOT	CVTC SUPPLY ORDER	274-1600-600.250.000	14.88
FINANCE DEPARTMENT	5/12/2023	THE HOME DEPOT	CVTC SUPPLY ORDER	274-1600-600.250.000	60.49

	TRANSACTION	1			
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
FINANCE DEPARTMENT	5/15/2023	THE HOME DEPOT	CVTC SUPPLY ORDER	274-1600-600.250.000	1,399.90
FINANCE DEPARTMENT	5/15/2023	THE HOME DEPOT	CVTC SUPPLY ORDER	274-1600-600.250.000	282.69
FINANCE DEPARTMENT	5/15/2023	THE HOME DEPOT	CVTC SUPPLY ORDER	274-1600-600.250.000	60.49
FINANCE DEPARTMENT	5/17/2023	THE HOME DEPOT	CVTC SUPPLY ORDER	274-1600-600.250.000	365.24
FINANCE DEPARTMENT	5/17/2023	THE HOME DEPOT	CVTC SUPPLY ORDER	274-1600-600.250.000	0.01
FINANCE DEPARTMENT	5/17/2023	THE HOME DEPOT	CVTC SUPPLY ORDER	274-1600-600.250.000	99.78
GEORGE SIPIN	4/24/2023	O'REILLY AUTO PARTS	BATTERIES -STOCK	603-5500-600.256.000	264.99
GEORGE SIPIN	4/24/2023	SAUNDER'S AUTOMATIC SERVICE	REPLACE SOLENOID-RT#195	603-5500-600.400.000	499.42
GEORGE SIPIN	4/24/2023	NVB EQUIPMENT	AC COMPRESSOR-STOCK	603-5500-600.256.000	986.74
GEORGE SIPIN	4/25/2023	O'REILLY AUTO PARTS	NEW COMPRESS-STOCK	603-5500-600.256.000	324.34
GEORGE SIPIN	4/25/2023	VULCAN'S WELDING & FABRICATION	FORKLIFT EXTENSION MODIFICATION	603-5500-600.400.000	385.00
GEORGE SIPIN	4/27/2023	ROMITA AUTO SERVICE	REPLACE FUEL INJECTOR/FLOW SENSOR-RT#168	603-5500-600.400.000	2,072.80
GEORGE SIPIN	4/27/2023	O'REILLY AUTO PARTS	OIL FILTERS - STOCK	603-5500-600.256.000	130.69
GEORGE SIPIN	4/27/2023	O'REILLY AUTO PARTS	MINI LAMPS-STOCK	603-5500-600.256.000	11.81
GEORGE SIPIN	4/27/2023	FLEET PRIDE	MODEL 9 DRYER CARTRIDGES-STOCK	603-5500-600.256.000	332.23
GEORGE SIPIN	4/27/2023	BLACKSTONE CHEVROLET	CATLYTIC CONVERTERS-STOCK	603-5500-600.256.000	5,458.13
GEORGE SIPIN	4/27/2023	NVB EQUIPMENT	FAN MOTORS FOR REAR ARBOCS A/C-STOCK	603-5500-600.256.000	118.75
GEORGE SIPIN	4/28/2023	NVB EQUIPMENT	FAN MOTORS-PARTS CREDIT	603-5500-600.256.000	(118.75)
GEORGE SIPIN	4/28/2023	BLACKSTONE CHEVROLET	OXYGEN SENSORS-STOCK	603-5500-600.256.000	386.18
GEORGE SIPIN	4/28/2023	O'REILLY AUTO PARTS	CONNECTOS-STOCK	603-5500-600.256.000	109.38
GEORGE SIPIN	4/28/2023	LES SCHWAB TIRES	RESTOCK TIRES	603-5500-600.256.000	3,185.79
GEORGE SIPIN	5/3/2023	LES SCHWAB TIRES	REPAIR TIRES-RT#156	603-5500-600.400.000	269.98
GEORGE SIPIN	5/3/2023	JORGENSEN COMPANY	FIRE EXTINGUISHER MAINT	603-5500-600.400.000	1,069.04
GEORGE SIPIN	5/3/2023	JOE GAITAN TRUCKING	RT#202 TOW PARLIER TO SELMA	603-5500-600.400.000	487.50
GEORGE SIPIN	5/3/2023	JOE GAITAN TRUCKING	RT#124 TOW SANGER TO SELMA	603-5500-600.400.000	585.00
GEORGE SIPIN	5/3/2023	JOE GAITAN TRUCKING	RT#192 TOW ORANGE COVE TO FRESNO	603-5500-600.400.000	585.00
GEORGE SIPIN	5/5/2023	O'REILLY AUTO PARTS	NITRILE GLOVES	603-5500-600.250.000	309.05
GEORGE SIPIN	5/5/2023	VULCAN'S WELDING & FABRICATION	REPLACED CATALYTIC CONVERTERS-RT#168	603-5500-600.400.000	800.00
GEORGE SIPIN	5/5/2023	TRUCKPRO LLC	AIRLINE FITTING/TUBING-STOCK	603-5500-600.256.000	113.60
GEORGE SIPIN	5/5/2023	NVB EQUIPMENT	REAR A/C MOTOR-STOCK	603-5500-600.256.000	78.57
GEORGE SIPIN	5/5/2023	NVB EQUIPMENT	BLOWER MOTORS FOR REAR A/C UNIT-STOCK	603-5500-600.256.000	235.72
GEORGE SIPIN	5/5/2023	CUMMINS SALES & SERVICE	REPLACE GRILLE /COMPONENT CONNECTOR-RT#192	603-5500-600.400.000	779.00
GEORGE SIPIN	5/8/2023	O'REILLY AUTO PARTS	OIL FILTERS - STOCK	603-5500-600.256.000	43.02
GEORGE SIPIN	5/8/2023	O'REILLY AUTO PARTS	TURN SIGNALS-STOCK	603-5500-600.256.000	259.43
GEORGE SIPIN	5/8/2023	NELSON'S ACE HARDWARE	LOCK FOR SHOP HOSE(BIOLA)	603-5500-600.250.000	121.34
GEORGE SIPIN	5/8/2023	NVB EQUIPMENT	BLOWER WHEEL	603-5500-600.256.000	52.17
GEORGE SIPIN	5/9/2023	O'REILLY AUTO PARTS	OIL PLANS/OIL PAN GASKETS-STOCK	603-5500-600.256.000	507.23
GEORGE SIPIN	5/10/2023	ARMANDO'S SMOG	SMOG RT #153	603-5500-600.400.000	80.00
GEORGE SIPIN	5/10/2023	FLEET PRIDE	MODEL 9 DRYER CARTRIDGES-STOCK	603-5500-600.256.000	379.21
GEORGE SIPIN	5/10/2023	NVB EQUIPMENT	TM21 COMPRESSOR-STOCK	603-5500-600.256.000	1,198.48
GEORGE SIPIN	5/11/2023	A-1 AUTO ELECTRIC	REPLACE PLUMING KIT/CGN INSPECTION-RT#135	603-5500-600.400.000	1,320.88
GEORGE SIPIN	5/11/2023	A-1 AUTO ELECTRIC	REPLACE PLUMING KIT/CGN INSPECTION-RT#126	603-5500-600.400.000	1,320.88
GEORGE SIPIN	5/12/2023	ROMITA AUTO SERVICE	REPLACE FUSE BLOCK-RT#162	603-5500-600.400.000	611.52
GEORGE SIPIN	5/12/2023	SAFETY-KLEEN SYSTEMS	SERVICE PARTS WASHER	603-5500-600.400.000	420.78
GEORGE SIPIN	5/15/2023	O'REILLY AUTO PARTS	BATTERIES -STOCK	603-5500-600.256.000	722.07
GEORGE SIPIN	5/15/2023	A-1 AUTO ELECTRIC	RE-LUMB LEAK/CNG INSPECTION-RT#122	603-5500-600.400.000	1,320.88
GEORGE SIPIN	5/15/2023	A-1 AUTO ELECTRIC	RE-LUMB LEAK/CNG INSPECTION-RT#116	603-5500-600.400.000	1,320.88
GEORGE SIPIN	5/15/2023	HOME DEPOT	LOCK BOX FOR BIOLA	603-5500-600.250.000	88.91
GEORGE SIPIN	5/16/2023	O'REILLY AUTO PARTS	STARTER-STOCK	603-5500-600.256.000	141.26
GEORGE SIPIN	5/16/2023	LES SCHWAB TIRES	REPAIR TIRES-RT#165	603-5500-600.400.000	1,055.42
	5/ 10/ 2025			000 000.400.000	1,000.42

	TRANSACTION		TOICE FOR CALCARD CHARGES. 4/25/25-5/22/25		
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
GEORGE SIPIN	5/16/2023	HOME DEPOT	LOCK BOX RETURN	603-5500-600.250.000	(88.91)
GEORGE SIPIN	5/17/2023	AMAZON	LOCK BOXES FOR BIOLA	603-5500-600.250.000	94.07
GEORGE SIPIN	5/17/2023	ALL AMERICAN GLASS	REPLACE SIDE GLASS-RT#146	603-5500-600.400.000	190.00
GEORGE SIPIN	5/17/2023	AMAZON	LOCK BOXES FOR BIOLA	603-5500-600.250.000	39.32
GEORGE SIPIN	5/17/2023	JOE GAITAN TRUCKING	TOW RT#192 FIREBAUGH TO SELMA	603-5500-600.400.000	682.50
GEORGE SIPIN	5/17/2023	JOE GAITAN TRUCKING	TOW RT#156 SANGER TO SELMA	603-5500-600.400.000	487.50
GEORGE SIPIN	5/17/2023	JOE GAITAN TRUCKING	TOW RT#124 SELMA TO FRESNO	603-5500-600.400.000	585.00
GEORGE SIPIN	5/18/2023	MID TERM INC	24V RELAYS FOR EL DORADO'S	603-5500-600.256.000	237.29
GEORGE SIPIN	5/19/2023	MARTENS CHEVROLET	SERVICE A/C-RT#212	603-5500-600.400.000	175.00
GEORGE SIPIN	5/19/2023	A-1 AUTO ELECTRIC	RE-LUMB LEAK/CNG INSPECTION-RT#115	603-5500-600.400.000	1,320.88
GEORGE SIPIN	5/19/2023	MID TERM INC	MICRO RELAY SKIRTED-STOCK	603-5500-600.256.000	201.69
GEORGE SIPIN	5/20/2023	SAN JOAQUIN AUTO ELECTIC	VOLTAGE REGULATOR FOR EL DORADO'S-STOCK	603-5500-600.256.000	834.30
JACOB DEL CID	4/25/2023	MARRIOT SAN MATEO	CMTA CONFERENCE HOTEL	100-1600-640.920.000	543.98
JACOB DEL CID	4/25/2023	MARRIOT SAN MATEO	CMTA CONFERENCE HOTEL	100-1600-640.920.000	498.98
JACOB DEL CID	4/25/2023	MARRIOT SAN MATEO	CMTA CONFERENCE HOTEL	100-1600-640.920.000	9.83
JACOB DEL CID	4/26/2023	UBER EATS	CMTA DINNER	100-1600-640.920.000	60.38
JACOB DEL CID	4/26/2023	UBER EATS	CMTA DINNER	100-1600-640.920.000	3.00
JACOB DEL CID	4/28/2023	UBER EATS	CMTA DINNER	100-1600-640.920.000	52.93
JACOB DEL CID	4/28/2023	ARCO AMPM	GAS FOR CITY VEHICLE FOR CMTA CONFERENCE	100-1600-640.920.000	42.04
JACOB DEL CID	4/28/2023	UBER EATS	CMTA DINNER	100-1600-640.920.000	3.07
JACOB DEL CID	5/3/2023	HOUSE OF CONCRETE	CVTC BRICK ORDER	274-1600-600.250.000	890.54
JESUS HERNANDEZ	4/26/2023	VULCAN	5 TONS COLD MIX-STREETS	210-5400-600.250.000	632.19
JESUS HERNANDEZ	4/26/2023	NELSON'S ACE HARDWARE	BAR GRAB-SENIOR CENTER	702-9300-600.250.000	25.98
JESUS HERNANDEZ	4/26/2023	NELSON'S ACE HARDWARE	FAUCET - LINCOLN PARK	100-5300-600.250.000	15.99
JESUS HERNANDEZ	4/26/2023	NELSON'S ACE HARDWARE	TRASH CAN, PADLOCKS, HARDWARE-PIONEER VILLAGE	702-9300-600.250.000	182.61
JESUS HERNANDEZ	4/26/2023	NELSON'S ACE HARDWARE	CIRCUIT BREAKERS-FIRE STATION	702-9300-600.250.000	19.98
JESUS HERNANDEZ	4/26/2023	NELSON'S ACE HARDWARE	TAPE MEASURE/HAMMER-TOOLS	210-5400-600.305.000	59.98
JESUS HERNANDEZ	4/26/2023	NELSON'S ACE HARDWARE	SPRAY PAINT/TAPE-STREETS	210-5400-600.250.000	40.81
JESUS HERNANDEZ	4/26/2023	HOME DEPOT	60W LED BULBS-BLDGS	702-9300-600.250.000	65.02
JESUS HERNANDEZ	4/28/2023	WALMART	62QT ICE CHEST-PARKS	100-5300-600.250.000	42.68
JESUS HERNANDEZ	4/28/2023	WALMART	62QT ICE CHEST-STREETS	210-5400-600.250.000	42.66
JESUS HERNANDEZ	4/28/2023	WALMART	62QT ICE CHEST-BLDGS	702-9300-600.250.000	42.66
JESUS HERNANDEZ	4/28/2023	HOME DEPOT	4FT TABLE-SIGN ROOM	210-5400-600.250.000	48.79
JESUS HERNANDEZ	5/2/2023	HOME DEPOT	60W LED BULBS/SCREWS-BLDGS	702-9300-600.250.000	42.27
JESUS HERNANDEZ	5/2/2023	HOME DEPOT	COMPACT LASER LEVEL-TOOLS	702-9300-600.305.000	40.06
JESUS HERNANDEZ	5/3/2023	NELSON'S ACE HARDWARE	LARGE RUG-CITY HALL	702-9300-600.250.000	12.99
JESUS HERNANDEZ	5/3/2023	NELSON'S ACE HARDWARE	KNIVES/BLADES-SIGN ROOM	210-5400-600.250.000	50.22
JESUS HERNANDEZ	5/5/2023	AMAZON	TRANSFER PAPER-STREET NAME SIGNS	210-5400-600.250.000	86.68
JESUS HERNANDEZ	5/6/2023	HOME DEPOT	BLACK BULK MARKER - STREETS	210-5400-600.250.000	2.36
JESUS HERNANDEZ	5/8/2023	NELSON'S ACE HARDWARE	FACE SHIELDS-STREETS	210-5400-600.250.000	43.37
JESUS HERNANDEZ	5/10/2023	HOME DEPOT	COMPACT BANDSAW-STREETS	210-5400-600.305.000	355.24
JESUS HERNANDEZ	5/12/2023	NELSON'S ACE HARDWARE	SLOAN KIT-BLDGS	702-9300-600.250.000	37.95
JESUS HERNANDEZ	5/12/2023	NELSON'S ACE HARDWARE	MARKING PAINT-STREETS	210-5400-600.250.000	30.36
JESUS HERNANDEZ	5/12/2023	NELSON'S ACE HARDWARE	HARDWARE,OUTLET-BLDGS	702-9300-600.370.000	33.29
JESUS HERNANDEZ	5/12/2023	NELSON'S ACE HARDWARE	8 INCH ROUND FILES-TOOLS	702-9300-600.305.000	28.18
JESUS HERNANDEZ	5/15/2023	HOME DEPOT	MASTER PADLOCKS-BLDGS	702-9300-600.250.000	12.92
JESUS HERNANDEZ	5/19/2023	NAPA AUTO PARTS	T-HANDLE-TOOLS	210-5400-600.305.000	48.93
JHONNIE CERDA	5/4/2023	WPSG INC	CREDIT FOR RETURNED HOLSTERS	100-2200-600.250.000	(627.12)
JUSTIN HOLT	4/25/2023	POSITIVE PROMOTIONS	POLICE BADGE STICKERS	100-2300-600.250.000	592.50
LISBETH MARTINEZ	4/24/2023	WALMART	BREAD FOR SR. CENTER BREAKFAST	100-4500-456.800.000	20.32
	4/24/2023			100-4300-430.000.000	20.32

	TRANSACTION	1			
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
LISBETH MARTINEZ	4/26/2023	AMAZON	T-BALL EQUIPMENT BAG	100-4700-600.250.000	54.23
LISBETH MARTINEZ	4/26/2023	WALMART	BAT GRIP & TEE'S	100-4700-600.250.000	43.55
LISBETH MARTINEZ	4/26/2023	WALMART	TEE REFUND - BROKEN	100-4700-600.250.000	(8.12)
LISBETH MARTINEZ	5/1/2023	WALMART	SR. CENTER BREAKFAST ITEMS	100-4500-456.800.000	63.84
LISBETH MARTINEZ	5/3/2023	DOLLAR TREE	OBSTACLE COURSE ITEMS	100-4200-656.900.000	38.17
LISBETH MARTINEZ	5/8/2023	WALMART	SR. CENTER BREAKFAST ITEMS	100-4500-456.800.000	79.01
LISBETH MARTINEZ	5/9/2023	AMAZON	BALLOONS FOR T-BALL OPENING DAY	100-4700-600.250.000	21.68
LISBETH MARTINEZ	5/10/2023	AMAZON	BANNER FOR T-BALL OPENING DAY	100-4700-600.250.000	10.84
LISBETH MARTINEZ	5/10/2023	AMAZON	KICKBALLS	100-4700-600.250.000	43.36
LISBETH MARTINEZ	5/11/2023	WALMART	SALSA FOR SENIOR CENTER LUNCH	100-4700-600.250.000	11.49
LISBETH MARTINEZ	5/11/2023	WALMART	PANCAKE ITEMS FOR MOTHER'S DAY	100-4700-600.250.000	31.61
LISBETH MARTINEZ	5/12/2023	WALMART	PANCAKE ITEMS FOR MOTHER'S DAY	100-4700-600.250.000	13.20
LISBETH MARTINEZ	5/15/2023	WALMART	BBQ GRILL, CHARCOAL	100-4700-600.250.000	110.99
LISBETH MARTINEZ	5/15/2023	WALMART	BBQ LUNCH FOR SENIOR CENTER	100-4500-456.800.000	108.88
LISBETH MARTINEZ	5/16/2023	WALMART	SENIOR CENTER FOOD ITEMS	100-4500-456.800.000	46.09
LISBETH MARTINEZ	5/16/2023	UNIQUELY YOURS	T-BALL UNIFORMS RE-DO'S	100-4700-600.250.000	125.03
LISBETH MARTINEZ	5/17/2023	AMAZON	CHALKER FOR SOFTBALL FIELDS	100-4700-600.250.000	202.84
LISBETH MARTINEZ	5/18/2023	HOME DEPOT	PUSH BROOM FOR SOFTBALL FIELDS	100-4700-600.250.000	19.53
LISBETH MARTINEZ	5/19/2023	PLAYAS DE ROSARITO	BURRITOS FOR PW APPRECIATION	100-1300-610.000.000	101.66
NESTOR GALVAN	4/24/2023	SWANSON FAHRNEY FORD	SENSOR AND WATER PUMP RELACEMENT-UNIT 190	701-9200-600.256.000	6,621.01
NESTOR GALVAN	4/25/2023	CAMACHO TIRES	TIRE REPAIR- UNIT 1318	701-9200-600.255.000	75.00
NESTOR GALVAN	4/25/2023	OREILLY AUTO PARTS	BATTERY- UNIT 1403	701-9200-600.256.000	52.04
NESTOR GALVAN	4/25/2023	OREILLY AUTO PARTS	CAPSULE- UNIT 8563	701-9200-600.256.000	20.33
NESTOR GALVAN	4/25/2023	CAMACHO TIRES	TIRES, TIRE INSTALL & BALANCE, DISPOSAL- UNIT 231	701-9200-600.255.000	1,000.00
NESTOR GALVAN	4/25/2023	THE HOME DEPOT	WELDING WIRE	701-9200-600.250.000	68.32
NESTOR GALVAN	4/27/2023	OREILLY AUTO PARTS	BATTERY- UNIT 318	701-9200-600.256.000	190.89
NESTOR GALVAN	4/27/2023	OREILLY AUTO PARTS	4 PACK- 3V BATTERIES-UNIT 318	701-9200-600.250.000	15.18
NESTOR GALVAN	4/27/2023	FRESNO TRUCK CENTER	AC REPAIR-UNIT 1315	701-9200-600.457.000	272.04
NESTOR GALVAN	4/27/2023	CAMACHO TIRES	TIRE DISPOSAL	701-9200-600.255.000	75.00
NESTOR GALVAN	4/28/2023	OREILLY AUTO PARTS	BATTERY RETURN	701-9200-600.256.000	(190.89)
NESTOR GALVAN	4/28/2023	NAPA AUTO PARTS	BELT	701-9200-600.256.000	143.53
NESTOR GALVAN	4/28/2023	CAMACHO TIRES	TIRE REPAIR-UNIT 230	701-9200-600.255.000	25.00
NESTOR GALVAN	5/1/2023	OREILLY AUTO PARTS	TURN SIGNALS-UNIT 719	701-9200-600.256.000	35.82
NESTOR GALVAN	5/1/2023	OREILLY AUTO PARTS	GOO GONE & LED LIGHT BAR- UNIT 2120	701-9200-600.250.000	96.52
NESTOR GALVAN	5/1/2023	NAPA AUTO PARTS	OILS	701-9200-600.254.000	258.84
NESTOR GALVAN	5/1/2023	NAPA AUTO PARTS	JAN TRACS BILL	701-9200-600.400.000	169.00
NESTOR GALVAN	5/1/2023	NAPA AUTO PARTS	FEB TRACS BILL	701-9200-600.400.000	169.00
NESTOR GALVAN	5/1/2023	NAPA AUTO PARTS	MARCH TRACS BILL	701-9200-600.400.000	169.00
NESTOR GALVAN	5/1/2023	NAPA AUTO PARTS	APRIL TRACS BILL	701-9200-600.400.000	169.00
NESTOR GALVAN	5/1/2023	SWANSON FAHRNEY FORD	MOTOR AND SPORD	701-9200-600.457.000	646.15
NESTOR GALVAN	5/2/2023	OREILLY AUTO PARTS	BATTERY-UNIT 1006	701-9200-600.256.000	190.34
NESTOR GALVAN	5/2/2023	NELSONS ACE HARDWARE	CABLES-UNIT 1402	701-9200-600.256.000	15.36
NESTOR GALVAN	5/2/2023	CAMACHO TIRES	TIRES, TIRE INSTALL & BALANCE, DISPOSAL, ALIGNMENT, LEVEL KIT, & LABOR- UNIT 731	701-9200-600.255.000	1,840.00
NESTOR GALVAN	5/2/2023	NAPA AUTO PARTS	CORE DEPOSIT CREDIT	701-9200-600.256.000	(47.73)
NESTOR GALVAN	5/3/2023	OREILLY AUTO PARTS	AIR FILTER, & OIL FILTER-UNIT 730	701-9200-600.256.000	84.85
NESTOR GALVAN	5/3/2023	THE MOWERS EDGE	REPAIRS	701-9200-600.375.000	2,745.30
NESTOR GALVAN	5/3/2023	NAPA AUTO PARTS	HEAT SHILED PLUS 35	701-9200-600.256.000	19.51
NESTOR GALVAN	5/4/2023	TIFCO INDUSTRIES	HEX WASHER HD DRILL X2, AUTO RETAINER, ENVIROPURE CHEMICAL	701-9200-600.250.000	97.09
NESTOR GALVAN	5/4/2023	OREILLY AUTO PARTS	10 AMP MINI	701-9200-600.256.000	5.36
			UNIT 8563 PARTS		

	TRANSACTION	l			
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
NESTOR GALVAN	5/5/2023	CAMACHO TIRES	REAR LIFT BLOCK KIT & LABOR-UNIT 731	701-9200-600.255.000	430.00
NESTOR GALVAN	5/8/2023	SELMA COLLISION CENTER	REPLACE RIGHT REAR WHEEL FLARE-UNIT 1000	701-9200-600.457.000	78.58
NESTOR GALVAN	5/8/2023	NAPA AUTO PARTS	BASIC WINDOW TINT-UNIT 311	701-9200-600.256.000	14.09
NESTOR GALVAN	5/8/2023	NAPA AUTO PARTS	HYD HOSE FITTINGS-UNIT 8508	701-9200-600.256.000	10.75
NESTOR GALVAN	5/9/2023	DTX TINT	TINTING	701-9200-600.250.000	470.00
NESTOR GALVAN	5/9/2023	CAMACHO TIRES	TIRE REPAIR-UNIT 1315	701-9200-600.255.000	75.00
NESTOR GALVAN	5/9/2023	NAPA AUTO PARTS	CURVED LOCK PLIER, LN LOCK PLIER	701-9200-600.305.000	50.96
NESTOR GALVAN	5/10/2023	FAST UNDER CAR FRESNO	GAS STRUT-UNIT 187	701-9200-600.256.000	235.18
NESTOR GALVAN	5/10/2023	NAPA AUTO PARTS	ROTORS, BRAKE PADS, SEVERE SERVICE SHOCK-UNIT 187	701-9200-600.256.000	838.56
NESTOR GALVAN	5/12/2023	ROCK AUTO	SHOCKS AND STRUTS	701-9200-600.256.000	299.14
NESTOR GALVAN	5/12/2023	KIMBALL MIDWEST PAYEEZY	GLOVES	701-9200-600.250.000	43.37
NESTOR GALVAN	5/15/2023	NAPA AUTO PARTS	HD SHOCKS	701-9200-600.256.000	555.12
NESTOR GALVAN	5/16/2023	OREILLY AUTO PARTS	PARTS	701-9200-600.256.000	57.48
NESTOR GALVAN	5/16/2023	NAPA AUTO PARTS	LUBE	701-9200-600.254.000	(19.27)
NESTOR GALVAN	5/16/2023	NAPA AUTO PARTS	BRAKE PADS, ROTOR	701-9200-600.256.000	325.85
NESTOR GALVAN	5/16/2023	NAPA AUTO PARTS	OIL FILTER	701-9200-600.256.000	19.27
NESTOR GALVAN	5/16/2023	NAPA AUTO PARTS	PARTS	701-9200-600.256.000	55.45
NESTOR GALVAN	5/16/2023	NAPA AUTO PARTS	PARTS	701-9200-600.256.000	98.73
NESTOR GALVAN	5/18/2023	NAPA AUTO PARTS	PARTS	701-9200-600.256.000	38.53
NESTOR GALVAN	5/18/2023	TOYOTA OF SELMA	OIL CHANGE	701-9200-600.257.000	122.62
NESTOR GALVAN	5/19/2023	TOYOTA OF SELMA	OIL CHANGE	701-9200-600.257.000	122.62
NESTOR GALVAN	5/16/203	CAMACHO TIRES	OIL CHANGE, LABOR, & BRAKE PADS, ROTORS INSTALLED, TIRES, TIRE INSTALL & BALANCE	701-9200-600.457.000	1.325.00
NICOLETTE ANDERSEN	4/24/2023	CA DIR DOSH	ELIVATOR PENALTY FEE	702-9300-600.400.000	1,350.00
NICOLETTE ANDERSEN	4/24/2023	OPC CA DIR DOSH	ELIVATOR PENALTY FEE	702-9300-600.400.000	31.05
NICOLETTE ANDERSEN	4/27/2023	SLACK	MARKING PLATFORM MONTHLY FEE	605-4300-600.400.000	45.73
NICOLETTE ANDERSEN	4/27/2023	THE HOME DEPOT	NEXT TO NORMAL SET SUPPLIES	605-4300-656.540.049	67.32
NICOLETTE ANDERSEN	5/1/2023	AMAZON	NEXT TO NORMAL COSTUMES/PROPS	605-4300-656.540.049	275.35
NICOLETTE ANDERSEN	5/1/2023	AMAZON	NEXT TO NORMAL COSTUMES/PROPS	605-4300-656.540.049	9.49
NICOLETTE ANDERSEN	5/1/2023	NELSONS ACE HARDWARE	NEXT TO NORMAL SET SUPPLIES	605-4300-656.540.049	26.00
NICOLETTE ANDERSEN	5/1/2023	DANCEWEAR SOLUTIONS	NEXT TO NORMAL COSTUMES/PROPS	605-4300-656.540.049	153.82
NICOLETTE ANDERSEN	5/1/2023	THE HOME DEPOT	NEXT TO NORMAL SET SUPPLIES	605-4300-656.540.049	285.03
NICOLETTE ANDERSEN	5/2/2023	AMAZON	NEXT TO NORMAL COSTUMES/PROPS	605-4300-656.540.049	18.43
NICOLETTE ANDERSEN	5/2/2023	AMAZON	NEXT TO NORMAL COSTUMES/PROPS	605-4300-656.540.049	84.27
NICOLETTE ANDERSEN	5/2/2023	AMAZON	NEXT TO NORMAL COSTUMES/PROPS	605-4300-656.540.048	39.03
NICOLETTE ANDERSEN	5/3/2023	MUSICAL THEATER INTERNATIONAL	WILLY WONKA JR RIGHTS/ SUPPLIES	605-4300-656.540.048	1,172.77
NICOLETTE ANDERSEN	5/3/2023	THEATER RIGHTS WORLD	TRACKS - ON YOUR FEET	605-4300-600.400.000	300.00
NICOLETTE ANDERSEN	5/4/2023	SWEETWATER SOUND	SAC- SOUND EQUIPMENT REPLACEMENT	100-4300-600.250.000	580.35
NICOLETTE ANDERSEN	5/4/2023	AMAZON	NEXT TO NORMAL COSTUMES/PROPS	605-4300-656.540.049	322.79
NICOLETTE ANDERSEN	5/5/2023	AMAZON	NEXT TO NORMAL COSTUMES/PROPS	605-4300-656.540.049	38.51
NICOLETTE ANDERSEN	5/7/2023	AMAZON	NEXT TO NORMAL COSTUMES/PROPS	605-4300-656.540.049	50.97
NICOLETTE ANDERSEN	5/8/2023	THE HOME DEPOT	NEXT TO NORMAL SET SUPPLIES	605-4300-656.540.049	74.46
NICOLETTE ANDERSEN	5/10/2023	AMAZON PRIME	AMAZON PRIME MEMBERSHIP	605-4300-600.400.000	16.26
NICOLETTE ANDERSEN	5/10/2023	AMAZON	NEXT TO NORMAL COSTUMES/PROPS	605-4300-656.540.049	93.13
NICOLETTE ANDERSEN	5/10/2023	AMAZON	MUSIC STAND LIGHTS	605-4300-600.250.000	118.09
NICOLETTE ANDERSEN	5/10/2023	RITE AID	NEXT TO NORMAL SET SUPPLIES	605-4300-656.540.049	17.12
NICOLETTE ANDERSEN	5/11/2023	FASTSIGNS	NEXT TO NORMAL POSTER FOR LOBBY	605-4300-656.540.049	46.47
NICOLETTE ANDERSEN	5/12/2023	WALMART	NEXT TO NORMAL SNACK BAR	605-4300-656.540.049	314.50
NICOLETTE ANDERSEN	5/12/2023	WALMART	NEXT TO NORMAL SNACK BAR	605-4300-656.540.049	14.64
NICOLETTE ANDERSEN	5/18/2023	AMAZON	CITY HALL SUPPLIES	100-1700-600.215.000	110.62
NICOLETTE ANDERSEN	5/18/2023	AMAZON	NEXT TO NORMAL COSTUME RETURNS	605-4300-656.540.049	(40.03)
	-,, -020				(12130)

TRANSACTION

EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
NICOLETTE ANDERSEN	5/18/2023	AMAZON	NEXT TO NORMAL COSTUME RETURNS	605-4300-656.540.049	(35.47)
NICOLETTE ANDERSEN	5/18/2023	AMAZON	NEXT TO NORMAL COSTUME RETURNS	605-4300-656.540.049	(21.68)
NICOLETTE ANDERSEN	5/18/2023	AMAZON	NEXT TO NORMAL COSTUME RETURNS	605-4300-656.540.049	(182.22)
NICOLETTE ANDERSEN	5/18/2023	AMAZON	NEXT TO NORMAL COSTUME RETURNS	605-4300-656.540.049	(37.96)
NICOLETTE ANDERSEN	5/18/2023	THE UPS STORE	CINDERELLA SCRIPT RETURN	605-4300-656.540.048	65.88
NICOLETTE ANDERSEN	5/18/2023	WALMART	NEXT TO NORMAL SNACK BAR	605-4300-656.540.049	61.78
NICOLETTE ANDERSEN	5/20/2023	WALMART	NEXT TO NORMAL SNACK BAR	605-4300-656.540.049	87.80
POLICE DEPARTMENT NO 1	5/1/2023	SP HARD HEAD VETERAN	BALLISTIC HELMETS	100-2200-600.250.000	1,882.50
POLICE DEPARTMENT NO 1	5/3/2023	AMAZON	EQUIPMENT	100-2200-600.250.000	279.00
POLICE DEPARTMENT NO 1	5/10/2023	SP HARD HEAD VETERAN	BALLISTIC HELMETS - CREDIT	100-2200-600.250.000	(1,882.50)
POLICE DEPARTMENT NO 1	5/16/2023	SP HARD HEAD VETERAN	BALLISTIC HELMETS	100-2200-600.250.000	1,882.50
RENE GARZA	4/24/2023	SELMA 76 GAS STATION	FUEL	701-9200-600.257.000	67.17
RENE GARZA	4/24/2023	METRO UNIFORM	UNIFORMS FOR CADETS	100-2200-600.250.000	200.36
RENE GARZA	5/1/2023	SP HARD HEAD VETERAN	BALLISTIC HELMETS	100-2100-600.250.000	1,882.50
RENE GARZA	5/9/2023	AXON	TASERS AND BATTERIES	100-2200-600.250.000	3,119.74
RENE GARZA	5/10/2023	SP HARD HEAD VETERAN	BALLISTIC HELMETS - CREDIT	100-2200-600.250.000	(1,882.50)
RENE GARZA	5/11/2023	GULF OIL	FUEL	701-9200-600.257.000	62.58
RENE GARZA	5/16/2023	SP HARD HEAD VETERAN	BALLISTIC HELMETS - CREDIT	100-2200-600.250.000	1,882.50
REYNA RIVERA	4/28/2023	CANVA	SUBSCRIPTION	100-1700-600.215.000	12.99
RICHARD FIGUEROA	5/3/2023	WAL-MART	INVESTIGATIONS - EXTERNAL HARD-DRIVES	100-2100-600.250.000	108.41
RICHARD FIGUEROA	5/3/2023	CENTRAL VALLEY GUNS	AMMUNITION	100-2200-600.250.000	867.80
RICHARD FIGUEROA	5/11/2023	USPS	TRANSFER INFORMATION TO LA COUNTY SHERIFF'S DEPARTMENT	100-2100-600.250.000	4.90
ROBYN LEWIS	4/27/2023	GALLS	BOOTS FOR CADETS	100-2100-600.300.000	165.91
ROBYN LEWIS	5/1/2023	AMAZON	SUPPLIES - FLASH DRIVES FOR DETECTIVES	100-2200-600.250.000	136.61
ROBYN LEWIS	5/2/2023	AMAZON	SUPPLIES	100-2100-600.250.000	21.52
ROBYN LEWIS	5/5/2023	DASH	MEDICAL GLOVES	100-2200-600.250.000	199.38
ROBYN LEWIS	5/10/2023	FAMILY DOLLAR	SNACKS FOR MEETINGS	100-2100-600.250.000	27.80
ROBYN LEWIS	5/11/2023	SUPERIOR COURT OF FRESNO	ODYSSEY PORTAL ACCESS - 1 YEAR ACCESS	100-2100-610.900.000	84.72
ROBYN LEWIS	5/11/2023	HEAVENLY CREATIONS	THANK YOU CARDS	100-2100-600.400.000	188.56
RUDOLFO ALCARAZ	4/27/2023	LEGEND'S TAP HOUSE	NEW HIRE LUNCH	100-2200-600.400.000	97.64
RUDOLFO ALCARAZ	5/3/2023	76 GAS STATION	GAS	701-9200-600.257.000	87.53
RUDOLFO ALCARAZ	5/9/2023	SMART AND FINAL	HOT DOGS WITH SELMA PD FUNCTION	100-2100-600.250.000	138.49
RUDOLFO ALCARAZ	5/10/2023	LAKE TAHOE RESORT LODGE	2023 LE SUMMIT	100-2200-610.915.000	184.43
RUDOLFO ALCARAZ	5/10/2023	LAKE TAHOE RESORT LODGE	2023 LE SUMMIT	100-2200-610.915.000	184.43
RUDOLFO ALCARAZ	5/15/2023	SURF THRU SELMA	CAR WASH	100-2200-600.400.000	24.99
TIFFANY FLORES	4/25/2023	MICHAEL'S STORES	ADMIN PROFESSIONAL DAY; SUPPLIES	100-1300-600.250.000	46.43
TIFFANY FLORES	4/25/2023	LOWE'S	ADMIN PROFESSIONAL DAY; SUPPLIES	100-1300-600.250.000	46.16
TIFFANY FLORES	5/7/2023	COSTCO	EXEC TEAM MEETING; SUPPLIES	100-1300-600.250.000	72.97
TIFFANY FLORES	5/9/2023	BLOOMIE'S	BEREAVEMENT; RENE GARZA FLOWERS	100-1300-600.250.000	56.22
TIFFANY FLORES	5/9/2023	BLOOMIE'S	BEREAVEMENT; RENE GARZA CARD	100-1300-600.250.000	4.28
TIFFANY FLORES	5/10/2023	DUNKIN DONUTS	EXEC TEAM MEETING; SUPPLIES	100-1300-600.250.000	31.98
TIFFANY FLORES	5/18/2023	THE BEARS DEN	HR; SEXUAL HARASSMENT TRAINING; SUPPLIES	100-1600-610.900.000	33.28
TIFFANY FLORES	5/19/2023	COSTCO	EXEC TEAM MEETING; SUPPLIES	100-1300-600.250.000	23.38
TIM CANNON	5/4/2023	GOVX INC	TACTICAL COMPUTER CASE RETURN	100-2200-600.250.000	(156.19)
					\$ 102,065.78

\$ 102,065.78

ITEM NO: 10.

SUBJECT: Introduce and Waive the First Reading of a Proposed Special Event Ordinance of Title 5 of the City of Selma Municipal Code Relating to Special Events, Food Trucks, and Vendors.

BACKGROUND: The City Council provided direction to staff to review and revise the regulations related to Special Events in order to provide clarity to the application process, required elements, and requirements of operation of an event as the current ordinances do not clearly articulate these aspects to the general public.

DISCUSSION: As part of the review of the current regulations governing Special Events, staff conducted a public workshop to solicit comments from residents regarding drafting a proposed ordinance and issues encountered with obtaining a permit. Additionally, staff conducted a study session with the City Council to review the draft ordinance which was written after reviewing standard practices of other local agencies but also responding to public comments received regarding more localized issues. The draft ordinance represents staff efforts to provide clear, concise guidelines that identifies application requirements, obligations of the applicant, as well as of the City to provide certain services, processing timeframes, waiver procedures, and conditions of approval to ensure protection of the public's health and safety while avoiding impacts to local businesses or neighboring properties.

The new proposed ordinance attempts to provide clear definitions of a special event, as events change names or attributes but should still be regulated as "special events" for consistency across events. The promotion of consistent processing requirements will allow staff to process applications efficiently as there should not be ambiguous or unclear requirements, as all event permits will follow the same application submittal and review process.

Additions to the ordinance include, but are not limited to:

- 1. Application and Submittal Timeframes
- 2. Revised regulations for Food Vendors.
- 3. Food Truck regulations.
- 4. Alcohol sale regulations as part of a special event.
- 5. Enforcement provisions
- 6. Renewal provisions for identical events by the same permittee.
- 7. Requirements to obtain a business license and health permits.
- 8. Inclusion of prior waiver provisions adopted by City Council through Resolution No. 2019-11R.

The processing of special event permits will be shifted from Community Development (currently) to Community Services (after adoption) in an effort to streamline event scheduling with facility rentals in a coordinated manner. Furthermore, staff will be presenting revised

application materials and guidance information to more clearly direct the public to appropriate personnel or outside departments that require permitting as part of their event.

Lastly, staff has reviewed the fees associated with the processing of special event permits. Many of the currently adopted fees include rates for staff who are not generally involved in the processing of permits. Additionally, the fees assume 100 percent cost recovery for the processing of the special event permits. During the study session, the consideration to reduce the cost recovery allocation for special event permits due to the potential revenue and sales tax generation by location businesses. The table below shows current fees and proposed revised fees at 100 percent cost recovery.

Fee Type	Current Fee	Proposed Fee
Special Event	\$945	\$650
(Public Property)		
Special Event	\$672	\$510
Permit (Private		
Property)		
Street Closure	\$176 + \$10 per	No Change
Permit Fee	barricade	
Sound Permit Fee	\$80	No Change
Fire Inspection Fee	\$166 per hour	No Change
Police Department	Actual Costs per	No Change
Services	officer	

FISCAL IMPACT: This is a City initiated process, and therefore, no fees have been collected. Staff's time was used for meetings and preparation of the draft ordinance.

<u>RECOMMENDATION</u>: Introduce and waive the first reading of the Special Event Ordinance and set the public hearing for the second reading for August 7, 2023, at the regular City Council meeting.

_/s/___

Jerome Keene Deputy City Manager _July 13, 2023_____ Date

/s/____

Fernando Santillan City Manager July 13, 2023

Date

Attachments:

1. Draft Special Event Permit Ordinance

ORDINANCE NO. 2023-___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SELMA AMENDING SELMA MUNICIPAL CODE

WHEREAS, the City Council of the City of Selma desires to amend those Chapters of Title V of the Selma Municipal Code as it relates to special event permits, vendors, and food trucks; and

WHEREAS, amendments to the applicable chapters of the Selma Municipal Code are denoted by strikethroughs indicating deletion and underlining indicating addition.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SELMA DOES HEREBY ORDAIN as follows:

THE CITY COUNCIL OF THE CITY OF SELMA DOES ORDAIN as follows:

SECTION 1. Chapter 7 of Title 5, Peddlers and Solicitors of the Municipal Code of the City of Selma is hereby repealed and replaced with the attached proposed ordinance, Special Event and Vending Regulations, identified as Exhibit A.

SECTION 2. This ordinance shall take effect thirty (30) days after its passage.

SECTION 3. The City Clerk is hereby ordered and directed to certify the passage of this Ordinance and to cause the same to be published once in a newspaper of general circulation, published in the County of Fresno.

I, REYNA RIVERA, City Clerk of the City of Selma, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Selma held on the 17th day of July 2023 and passed and adopted at a regular meeting of the City Council held on the _____ day of _____ 2023, by the following vote, to wit:

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

Scott Robertson Mayor, City of Selma

ATTEST:

Reyna Rivera City Clerk, City of Selma

APPROVED AS TO FORM:

Megan Dodd City Attorney

EXHIBIT A

Chapter 7

SPECIAL EVENTS AND VENDING REGULATIONS

Sections:

- 5-7-1 Applicability.
- 5-7-2 Definitions.
- 5-7-3 Special event permit Application Information required Timing.
- 5-7-4 Permits Standards for issuance or denial Notification.
- 5-7-5 Appeals.
- 5-7-6 Renewals.
- 5-7-7 Regulations for Dispensing Alcohol at a Special Event.
- 5-7-8 Business license.
- 5-7-9 Health and sanitation requirements.
- 5-7-10 Vendor permit to operate.
- 5-7-11 Operational requirements.
- 5-7-12 Additional rules for sidewalk vendors.
- 5-7-13 Additional rules for vending in parks.
- 5-7-14 Food truck vendor operational requirements.
- 5-7-15 Additional rules for food truck vendors on public rights-of-way.
- 5-7-16 Additional rules for food truck vendors on private property.
- 5-7-17 Supplemental regulations.
- 5-7-18 Violations.
- 5-7-19 Special Event Fee Reduction and Waiver Regulations.

5-7-1 Applicability – Permit required for special events.

- a. This chapter regulates special events as defined herein. No person shall conduct any special event without first obtaining a permit as provided in this chapter.
- b. Issuance of a permit under this chapter does not exempt the permittee from, or constitute compliance with:
 - 1. Local, state or federal laws regulating service or consumption of food or alcoholic beverages, the erection of temporary structures, the erection of amusement rides, or obtaining additional permits prescribed by law;
 - 2. Any other applicable local, state or federal law.
- c. This chapter does not apply to:
 - 1. Events on city-owned property that are operated solely by the City of Selma, or;
 - 2. Where an agreement has been approved by the City Council for events on cityowned property where the City of Selma is a participant or co-sponsor.

5-7-2 Definitions.

For purposes of this chapter, the following definitions apply:

"Annual permit" means a permit to vend lasting one calendar year unless otherwise provided by this chapter.

"City" means the City of Selma.

"Code" means Selma Municipal Code and all codes incorporated therein by reference.

"Days" shall mean calendar days unless otherwise specified.

"Food" shall be as defined in Health and Safety Code Section 113781 or any successor provision.

"Food facility" shall be as defined in Health and Safety Code Section 113789 or any successor provision.

"Food truck" or "Food truck vendor" means a mobile food facility as defined in Health and Safety Code Section 113831 or any successor provision and any vehicle as defined in Section 670 of the California Vehicle Code, which is equipped and used for retail sales of prepared, prepackaged, or unprepared food or foodstuffs of any kind that parks at one or more locations within the City. A food truck shall also include any trailer or wagon equipped and used as described in this definition and pulled by a vehicle.

"Hand washing facility" means a facility providing either a basin, container, or outlet with an adequate supply of potable water, soap, and single-use towels, as further defined in Health and Safety Code Section 114359.

"Health Officer" shall be as defined in Health and Safety Code Section 111015.

"Location" means the area within a one-hundred-foot (100') radius of the vendor's position.

"Merchandise" means commodities or goods that are bought and sold.

"Mobile food facility" shall be as defined in Health and Safety Code Section 113831 or any successor provision.

"City special event" mean any outdoor public event utilizing public areas, including streets and parking lots temporarily closed by the City Council and which event has been declared a special event by resolution of the City Council.

"Permittee" shall mean any person or organization to whom the city has applied for or been issued a special event, vendor, or food truck permit.

"Peddler" shall mean and include every person not having a regularly established place of business in the City who travels from place to place or has a stand upon any public street, alley, or other place, doorway of any room or building, unenclosed or vacant lot, or parcel of land and who sells or offers for sale any foodstuffs, goods, wares, merchandise, or articles of personal property in his possession.

"Police Chief" means the Police Chief for the City of Selma or his/her designee.

"Roaming sidewalk vendor" means a sidewalk vendor selling, offering for sale, or distributing food or merchandise on a public sidewalk continuously moving except when making a sale.

"Sidewalk vendor" means a person who sells food or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, bicycle or other nonmotorized conveyance, or from one's person, upon a public sidewalk or other pedestrian path.

"Single event permit" means a vending permit valid for a specific amount of time not to exceed thirty (30) continuous days.

"Special event" shall mean any activity on public or private property that, due to the anticipated amount of attendees or the nature of the event, is not compatible with the generally intended use of the property for which it is proposed and is characterized by any of the following:

- (1) Requires city services to ensure compliance with state or local laws; for example, temporary ABC licenses, or temporary structure permits;
- (2) Involves use of city-owned or managed property such as public streets, sidewalks, parking lots, plazas or other city owned or managed open spaces;
- (3) Involves closure, or partial closure, of any public right-of-way, or requires traffic control;
- (4) Impairs emergency vehicle access or requires the attendance of emergency personnel at the event; or
- (5) Allows for attendance by the general public and is not by invitation-only; or
- (6) Results in impacts to adjacent public or private property because of, for example, the use of live or amplified entertainment or the anticipated impacts on parking. Uses that are already permitted under the zoning ordinance, such as, but not limited to, nightclubs, banquet facilities, and assembly halls, are not included in the definition of special event, unless the impact of an event is greater than the impact anticipated under the permitted zoning or other approved permit or entitlement.

"Stationary sidewalk vendor" means a sidewalk vendor selling, offering for sale, or distributing food or merchandise on a public sidewalk in one location as provided by permit.

"Toilet facility" means a fixture maintained with a toilet room for the purpose of defecation or urination or both, as further defined in Health and Safety Code Section 114359.

"Vehicle" means a mobile food facility, catering truck, or other motorized conveyance upon which food or merchandise is sold, offered for sale or distributed.

"Vend" or "vending" means to offer for sale or distribution.

"Vendor" shall include peddler, roaming sidewalk vendor, sidewalk vendor, stationary sidewalk vendor.

"Vendor permit" or "vending permit" or "permit" means the permit issued to vendors pursuant to this chapter.

5-7-3 Special event permit – Application – Information required – Timing.

a. An application of a special event permit shall be made at least 90 days prior to the special event. The City Manager or designee may authorize an application for a special event permit 45 days prior to the special event if the event does not require closure of a public right-of-way, will not require the diversion of regularly assigned

public safety personnel, and does not negatively impact emergency access, parking or traffic in the surrounding area.

- b. A preliminary analysis of an application for a special event permit will be provided to the applicant within 10 working days following the submittal of a completed application for those applications submitted 90 days prior to the special event.
- c. The application for a special event permit shall be made in writing on a form approved and provided by the City. To ensure that adequate arrangements may be made for proper regulation of the special event, the application shall contain the following information, as applicable:
 - 1. The name, address and telephone number of the applicant(s). If the special event will be conducted for, on behalf of, or by an organization(s), the name, address, telephone number of the authorized head of such organization and the names and addresses of the executive officers of such organization;
 - 2. The location of the special event that will be conducted by, for or on behalf of an applicant(s); and
 - 3. The name, address, telephone number and signature of the property owner(s) on whose property the event will be conducted, unless the property is owned by the city;
 - 4. The name, address and telephone number of all persons who are or will be responsible for the promotion and conduct of the special event, including a photo identification of each and effective means by which to reach them during the event, such as cell phone and pager numbers, and likely location of each responsible person during the special event;
 - 5. A description of the special event, including its purpose and, as far as is reasonably practicable, the number of people expected to attend. These requirements are intended to allow the city to anticipate and provide for additional city services, if necessary, to protect the safety of participants and bystanders;
 - 6. The date(s) of the event, including assembly and disassembly involving the use of public property;
 - 7. The estimated times that the special event will start and terminate, including assembly and disassembly involving the use of public property;
 - 8. For special events occurring in the public right-of-way, the locations or route of the assembly and dispersal areas, a description of traffic control measures to be provided at the sole cost of the Permittee, the maximum length of the use of the public right-of-way at any given time, and whether the special event will occupy all or only a portion of the public rights-of-way proposed to be traveled upon;
 - 9. The number and kind of vehicles, animals, tents, structures, stages, musical instruments, sound units, and any other equipment, including equipment that produces sound or noise during the special event and whether amplified sound is proposed to be used. In the event the applicant seeks a temporary food permit, a

temporary liquor license or a temporary structure permit, the application should be accompanied by copies of the applications for such permits or licenses;

- 10. Maximum size of any material used for any signs or banners;
- 11. A site plan identifying the location of all structures and activities planned for the special event. If outdoor cooking is proposed, the location, type of appliance and type of fuel, shall also be identified;
- 12. The number and location of portable sanitation facilities, garbage and recycling services, and other equipment and services proposed for participants, if applicable;
- 13. A description of arrangements that have been made for first aid, or emergency medical services, or both, if applicable;
- 14. A description of arrangements that have been made for security, including the name and telephone number of the lead contact person for the security contractor;
- 15. Insurance information and documentation;
- 16. An application fee and deposit, if any, as prescribed by resolution adopted by the city council;
- 17. A parking plan that is designed to minimize negative impacts of the event parking on adjacent properties. Negative impacts include, but are not limited to, illegal parking, increased traffic congestion, and event parking that precludes parking for neighboring land uses. If the city finds that significant negative impacts are likely to occur due to the location, size and nature of the event and the availability of parking, an adequate parking plan may be required to include, but not be limited to, the following:
 - i. Proof that adjacent property owners affected by the closure were notified of event [Good Neighbor Policy];
 - ii. Proof that the adjacent property owners whose property is proposed for event parking have granted permission for event attendees to park on their property;
 - iii. Adequate parking attendants;
 - iv. Adequate disabled parking;
 - v. Adequate publicity and signage to direct event attendees to available parking;
 - vi. Other efforts to provide shuttle services to and from the event site, and/or to provide information on alternative transportation such as carpooling or public transit.
- 18. Such other information, in conformity with this chapter, as the City Manager may reasonably require.

- d. Any failure to submit the information required in this section and as deemed necessary by the permitee, at least 15 business days before the start of said event, will subject the applicant to a late fee, in an amount set by resolution of the City Council.
- e. Late applications. Any application received after the deadlines established in this Chapter is a late application and is subject to a late fee, in an amount set by resolution of the City Council. The City Manager shall not accept late applications unless the City Manager finds that:
 - 1. The proposed special event is in response to an occurrence whose timing did not reasonably allow the applicant to file a timely application; and
 - 2. The imposition of the time limitations would place an unreasonable restriction on the free speech rights of the applicant.
 - 3. Other unforeseen circumstances may have prevented the applicant from applying within the established timeline.
- f. When the City Manager or designee finds one or more of the above conditions to exist, the City Manager or designee may consider acceptance of the application and process it in accordance with this chapter unless it does not meet the criteria set forth in this Chapter, or there is insufficient time for the City to make the necessary preparations for public safety matters prior to the proposed date and time of the special event.

5-7-4 Permits – Standards for issuance or denial – Notification.

- a. The City Manager shall issue a permit for a special event unless he or she determines that one or more of the following conditions exist:
 - 1. The application is incomplete for failure to provide the information required by this Chapter;
 - 2. The applicant has not tendered the required application fee, deposit, or insurance certificate and endorsement(s), unless such tender has been waived as set forth in this chapter;
 - 3. The information contained in the application, including supplemental information provided if any, is found to be false in any material respect, the purpose of the event is contrary to law, and/or the applicant has failed to meet the City requirements for a permit;
 - 4. A special event permit has been issued and/or a prior application for a special event has been received for an event to be held at the same time and place;
 - 5. The special event will unduly interfere with vehicular ingress to, egress from, or travel on a freeway, state designated highway, or major arterial collector street of the City;
 - 6. The special event will unreasonably interfere with fire or police protection, including presenting a substantial traffic or safety hazard;

The special event will not exceed the maximum number of events allowed for an identified period at any City facility, as established by the City Council;

- 7. Event sizes or durations will require diversion of so great an amount of City safety services, it would divert an undue amount of resources from other City needs, particularly of safety services to other areas of the City;
- 8. The security arrangements that have been made are inadequate;
- 9. One or more of the applicants or persons whose name is shown on the application was also named on an application for a special event that resulted in a violation of this chapter or similar law in another jurisdiction within the 12 months preceding the current application;
- 10. The special event is deemed to have adverse impacts to a residential area;
- 11. If the special event is proposed to be held on public property, the proposed special event would conflict with a previously scheduled and planned event or activity organized by the city for the same time and place as the proposed special event; however the event may be approved to allow established or recurring events that were previously held successfully in the city or to events that may have significant beneficial economic, public health, safety, or other impacts to the city;
- 12. The applicant, or person named in the application, or the organization on whose behalf the application is submitted has, on prior occasions, damaged city property and has not paid in full for such damages, or has other outstanding and unpaid debts to the city;
- 13. The applicant is legally incompetent to contract or to sue and be sued;
- 14. The applicant fails or refuses to comply with any permitting requirements or conditions of approval.
- b. The applicant shall be notified in writing of the action by the City Manager with respect to the application as early as possible but no less than five working days prior to the date of the proposed special event, unless the application was made late, in which case notification shall be given as soon as reasonably possible and by any reasonable means.
- c. Notwithstanding any provisions of this chapter, should the City Manager determine that prior special events organized, sponsored or conducted by the applicant or persons whose name is shown on the application have resulted in damages to property, unpaid debts or late payments, complaints from a substantial number of area residents or businesses about the impact of prior events, or unreasonable risks to public safety, the city manager may require, as a condition of approval, that the applicant engage a professional event organizer to organize the special event.
- d. Nothing herein authorizes the denial of a special event permit because of the need to protect participants from the conduct of others, if reasonable permit conditions can be imposed to allow adequate protection with the number of police officers available to police the special event.
- e. If the permit is denied, or approved with conditions, the written notice shall set forth reasons explaining the denial or the imposition of conditions.

f. If a permit is denied pursuant to the criteria set forth in this chapter because the proposed time or assembly and dispersal sites are unacceptable, the denial shall contain a statement of alternative acceptable times and sites.

5-7-5 Appeals.

a. An applicant may appeal the denial of an application or permit conditions made pursuant to this chapter by a designee of the City Manager to the City Manager within three working days of receiving the notice. The City Manager shall act upon said appeal promptly but in no event later than the date and time of the proposed special event. If the decision to deny the special event permit was made by the City Manager, that decision shall be final.

5-7-6 Renewals.

a. A Permittee that wishes to apply for the same event in a subsequent year may apply for a renewal of a special event permit if there are no changes in the information provided from the previous year and no incidents were reported that would result in revocation or suspension of the special event permit under [Violations Section].

5-7-7 Regulations for Dispensing Alcohol at a Special Events

- a. All alcohol must be sold and consumed within a venue that is physically separated by a physical barrier, such as, but limited to, barricades or fencing (ABC license type will dictate the size and type of barrier)
- a. If the alcohol area is accessible to all ages, anyone wishing to purchase or consume alcohol must present a current ID, and if that attendee is 21 years of age or older, they must be issued a non-transferrable wristband.
- b. All attendees must present their wristband to be served or consume alcohol.
- c. Servers must be 21 years of age or older
- d. Servers may not consume alcoholic beverages while serving
- e. Attendees may be served no more than two standard drinks at a time. The City defines one standard drink size as:
 - 1. 12 ounces beer
 - 2. 5 ounces wine
 - 3. 1 ounce distilled spirit/hard alcohol in a mixed drink
- f. Shots are not permitted
- g. Alcohol cups must be paper or plastic and be distinguishable from soda cups
- h. Service may begin at 9 am and must conclude by 10 pm on Sunday through Thursday and may begin at 9 am and must conclude by 11 pm on Friday, Saturday, and the day prior to a Federal, State, or City designated holiday.
- i. Service must end a minimum of 30 minutes before the scheduled event end time
- j. Non-alcoholic beverages, water and food must be available at the event

k. A minimum of five (5) security officers shall be provided by an organization acceptable to the Police Chief, and an additional security officer shall be provided for every 50 estimated attendees.

5-7-8 Business license requirement.

- a. It shall be unlawful to sell, offer for sale, or distribute any food or merchandise on any public sidewalks, pedestrian paths, or parks within the City without first obtaining a Business license and paying the applicable business registration fee for each vendor, pursuant to Chapter 1 of Title 5. Vendors are subject to the same rules and penalties found in Chapter 1 of Title 5.
- b. Notwithstanding those provisions, no Business license shall be issued without evidence that the vendor has obtained all permits required by this chapter. The original of the City Business license, vendor permit, and health permit, as applicable, shall be displayed conspicuously at all times on the vendor's vehicle, person, or site.

5-7-9 Health and sanitation requirements.

a. Vendors selling or offering food shall obtain a health permit from the Fresno County Health Officer, as applicable. The health permit shall be displayed conspicuously at all times on the vendor's vehicle, person, or site. Evidence of a health permit shall be made available to the Finance Department as part of the Business license application or renewal.

5-7-10 Vendor permit to operate.

- a. **Permit required**. It shall be unlawful to sell, offer for sale, or distribute any food or merchandise on any public sidewalk, pedestrian path, or park within the City without first obtaining a vendor permit from the Finance Department pursuant to the provisions of this chapter. The vendor's permit shall be displayed conspicuously at all times on the vendor's vehicle, person, or site. Evidence of such permit shall accompany the Business license application or renewal application to the Finance Department.
- b. **Permittee and location specific.** Vendor permits shall be specific to the Permittee, which may be a person or organization, and location.
- c. **Nontransferable; no vested right.** Vendor permits shall be nontransferable. No vendor shall acquire a vested right or property interest from the issuance of a permit, and permits shall at all times be subject to the provisions of this chapter.
- d. **Application and fees.** Written application for a vendor permit shall be filed with the Police Chief and shall be accompanied by a fee as approved by the City Council. Applicants are strongly encouraged to apply for permits more than forty-five (45) days before the permit is needed in order to ensure timely processing of the application.

The vendor applicant shall provide the following information on a form approved by the Police Chief along with any required documentation:

- 1. Names, addresses, email addresses, and telephone numbers of the vendor applicant and of all persons financially interested in the business;
- 2. A statement of the type of food or merchandise to be sold;

- 3. The location(s) at which the applicant intends to operate;
- 4. Number of vehicles the vendor applicant intends to operate, along with a copy of the current registration of each vehicle;
- 5. Intended day(s) and hours of operation at such location(s);
- 6. The site of the toilet and hand washing facility required by Health and Safety Code Section 114359;
- 7. If the toilet and hand washing facility required by the Health and Safety Code is on private property, a copy of an enforceable contract between the private property owner and the vendor applicant allowing vendor to utilize such facilities on the day(s) and hours of operation;
- 8. A copy of the health permit required by this chapter;
- 9. Agreement by the applicant to indemnify and hold harmless the City, its officers, officials, volunteers, and employees from any and all damages or injury to persons or property proximately caused by the act or neglect of the applicant or by hazardous or negligent conditions maintained at the applicant's vending location;
- 10. Evidence of general liability insurance, as applicable, in a form and at levels of coverage acceptable to the City;
- 11. Previous vending permits issued to the applicant in other cities and the status of those permits;
- 12. Authority for the Police Chief to conduct the background check necessary for the investigation required by this chapter;
- 13. Certification that, to his or her knowledge and belief, the information provided is true and correct;
- 14. Fingerprints and a background check shall be completed for vendors selling commodities appealing to children as determined by the Chief of Police, such as, but limited to ice cream, snow cones, candy and toys. No permit shall be issued to applicants selling these commodities if they are a registered sex offender or are required to be a registered sex offender.
- 15. Such further information as the Selma Police Department may require.
- e. **Investigation.** The Police Chief shall conduct an investigation of the application and shall issue a vendor permit within forty-five (45) days of receipt of a complete application, upon finding all of the following:
 - 1. An accurate application has been filed;
 - 2. The required application fee has been paid;
 - 3. All applicable provisions of this chapter have been or will be met;

- 4. The vending will not cause excessive traffic congestion, impede pedestrian or bicycle movement, or violate any applicable Federal or State accessibility laws;
- 5. The vending will not impede recreational opportunities on City parks, trails, and open spaces;
- 6. The vending will not change the residential character of residential neighborhoods or have an adverse effect on the safety of the community in any zone district;
- 7. The applicant and all the persons listed on the application have: (a) no previous convictions of felonies; (b) no crimes involving theft or fraud within the preceding ten (10) years.
- f. **Conditions of approval.** The Police Chief may impose conditions of approval on the vendor permit necessary to make the findings for approval. The Police Chief shall document the need for the conditions.
- g. **Permit term and renewal.** Except where a vendor permit is issued for a shorter duration, as set forth in subsection (h) of this section, permits shall be issued on a calendar year basis as follows:
 - 1. Initial permits. First-year permits issued after October 1st shall be valid until December 31st of the succeeding year and automatically expire at that time unless sooner suspended or revoked. First-year permits issued prior to October 1st shall be valid until December 31st of that year and automatically expire at that time unless sooner suspended or revoked.
 - 2. Annual renewal. Any vendor permit pursuant to this chapter shall automatically expire, terminate, and be of no further force and effect at 5:00 p.m. on December 31st of each year if not renewed. Permits may be renewed prior to expiration by submitting an application for renewal to the Chief of Police prior to November 1st, accompanied by a renewal fee as approved by the City Council. Applicants for renewal of a first-year permit issued for a period of less than twelve (12) months shall receive pro rata credit towards the renewal fee. The application for renewal shall contain the same information required by subsection (d) of this section, updated to reflect changes in the preceding year.
- h. Single event vendor permits. Single event vendor permits shall be for no longer than thirty (30) consecutive days in duration and shall name the exact dates of validity on the permit. No more than one single event vendor permit shall be issued to a vendor in a calendar year.
- i. Priority of applications. Vendor applications will be processed in the order of receipt of a complete application, as determined by the Police Chief, accompanied by payment of the required application fee. Specific vending locations requested by more than one vendor will be allocated based upon this order. A list of applicants shall be maintained and at the time of renewal, the next vendor on the list will have priority. For high demand areas, the Police Chief may limit the duration of permits to less than one year.

5-7-11 Operational requirements.

All vendors are subject to the conditions set forth below:

- a. No vendor shall locate within three hundred feet (300') of the grounds of any elementary or secondary school on any school day while school is in session;
- b. No vendor shall locate within five hundred feet (500') of a freeway entrance or exit;
- c. No vendor shall locate within fifty feet (50') of any street or roadway intersection, crosswalk, fire hydrant, signal crossing, or bus stop;
- d. No vendor shall locate their operation in such a way that would restrict the ingress to or egress from the adjoining property;
- e. No vendor shall locate on any public sidewalk or within any public street adjacent to a curb which has been duly designated by the City as a white, yellow, blue or red zone;
- f. No vendor shall locate within three hundred feet (300') of any other existing business that vends similar products or any other licensed vendor operating during the applicable vending hours specified in this chapter;
- g. No vendor may obstruct the flow of pedestrian traffic by reducing the clear space to less than sixty inches (60") of usable sidewalk pursuant to California Building Code Section 1133B.7.1;
- h. No vendor shall locate their operation in such a way that would restrict accessibility routes and curb cuts;
- i. No vehicle shall roll up onto the sidewalk or cause traffic to block and be delayed;
- j. No driveways, parking lots, or private property can be occupied by a vendor without written permission;
- k. No vendor shall locate their operation in such a way that would restrict trash enclosures;
- 1. No vendor shall locate their operation in such a way that would restrict required off street parking and parking meters;
- m. No sidewalk vendor is permitted in residential areas except for roaming sidewalk vendors pursuant to [Additional rules for sidewalk vendors section];
- n. No vendor shall conduct business with customers in moving cars;
- o. Vendors must provide a visible trash receptacle for use by bona fide purchasers;
- p. The vendor shall not leave any location without first picking up, removing and disposing of all trash or refuse from their operation that remains within one hundred feet (100') of the vendor's position;
- q. No vending shall occur between the hours of 10:00 p.m. and 7:00 a.m. Specific types of vending may have shorter permitted hours;

- r. No vendor handling food shall operate more than two hundred feet (200') travel distance of an approved and readily available toilet and hand washing facility to ensure that restroom facilities are available to the vendor permit holder and any of its employees whenever operating for more than a one-hour period;
- s. No vendor shall vend within one hundred feet (100') of a special event for one hour before or after the reserved event time;
- t. No sidewalk vendor shall vend in the street;
- u. Vendors shall not use City utility connections, including electricity and water, without prior written approval;
- v. Vendors shall not leave items unattended or stored on public property.
- w. Vendors shall not sell or attempt to sell by means of any outcry, sound, speaker or amplifier, or any instrument that violates the Noise Ordinance of the City of Selma pursuant to Municipal Code Section 6-17.
- x. Shall not conduct business within one block of any city park at which a cityapproved and permitted special event is taking place without having obtained a special event permit.

5-7-12 Additional rules for sidewalk vendors.

- a. Roaming sidewalk vendors shall not stop more than ten (10) minutes to vend in one location.
- b. Vendors are prohibited in all exclusively residential zone districts in the City except for roaming sidewalk vendors and special event vendors.
- c. Roaming sidewalk vendors are prohibited from vending in all exclusively residential zone districts between the hours of 6:00 p.m. and 8:00 a.m.
- d. Sidewalk vending is prohibited along the frontage of any business that has a sidewalk permit from the City to sell food or merchandise on the sidewalk in front of the business.

5-7-13 Additional rules for vending in parks.

- a. Vendors shall not vend in parks less than one acre in size to preserve the use and enjoyment of smaller residential and pocket parks.
- b. Vendors shall be subject to the City's park rules and regulations.
- c. Stationary sidewalk vending is not allowed at parks that have exclusive vending contracts.
- d. Vendors shall at all times adhere to the special event restrictions.
- e. Vendors shall at all times meet the two-hundred-foot (200') separation requirement from other vendors within City parks, unless otherwise authorized in writing by the Community .

5-7-14 Food truck vendor operational requirements.

All food truck vendors are subject to the following conditions:

- a. No food truck shall locate within fifty feet (50') of any street or roadway intersection, crosswalk, fire hydrant, signal crossing, or bus stop, except as authorized by an approved Special Event Permit.
- b. No food truck shall locate their operation in such a way that would restrict the ingress to or egress from the adjoining property.
- c. No vendor shall sell food and beverage items not regulated under the California Retail Food Code (California Health and Safety Code Division 104, Part 7, Section 113700 et seq., as it currently exists or may be amended).
- d. No vendor shall locate their operation in such a way that would restrict accessibility routes and curb cuts.
- e. No vehicle shall roll up onto the sidewalk or cause traffic to block and be delayed.
- f. No driveways, parking lots, or private property can be occupied by a vendor without written permission from the property owner or lessee.
- g. No vendor shall locate their operation in such a way that would restrict trash enclosures.
- h. No vendor shall locate their operation in such a way that would restrict required off street parking and parking meters.
- i. No vendor shall conduct business with customers in moving cars.
- j. Vendors must provide a visible trash receptacle for use by customers.
- k. The vendor shall regularly pick up, remove and dispose of all trash or refuse from their operation that remains within two hundred feet (200') of the vendor's position. Regularly means not less than every one hour. For vendors that operate less than one hour at a location, the vendor shall pick up, remove and dispose of all trash or refuse prior to leaving the location.
- 1. No vending shall occur between the hours of 10:00 p.m. and 7:00 a.m. and no overnight parking shall be permitted. Through the administrative use permit or temporary use permit process, the Director may require shorter hours of operation or allow longer hours of operation depending on the type of vending and location or as part of an approved Special Event Permit.
- m. No vendor shall operate more than two hundred feet (200') travel distance of an approved and readily available toilet and hand washing facility to ensure that restroom facilities are available to the food truck permit holder and any of its employees whenever operating for more than a one-hour period.
- n. No vendor shall vend within three hundred feet (300') of a sponsored City of Selma special event or other designated special event for one hour before or after the reserved event time, unless the vendor is approved by the event's sponsor to participate in the event.

- o. Vendors shall not vend at any City facility or property without written consent of the City of Selma.
- p. Vendors shall not use City utility connections, including water and electric, without prior written approval from the City.
- q. Vendors shall not leave items unattended or stored on public property.
- r. All vendors shall comply with the California Vehicle Code and California Health and Safety Code.
- s. Food trucks may not operate in an exclusively residentially zoned district in the City, except for private events as provided for in Section 5.33.09(c) or as permitted under Section 5-22.
- t. Vendors shall not operate in an unsafe manner, including, but not limited to, impeding on- or off-site vehicle circulation and obstructing the view of pedestrians by motorists.
- u. Vendors may not sell non-food accessory retail items that exceed ten percent (10%) of the average annual gross receipts of sales from the food truck. Non-food accessory retail items may not occupy more than ten percent (10%) of the food truck space devoted to preparation and sales. If the business is a new business, the gross receipts shall be calculated by considering the vendor's estimated annual gross receipts for the first year of operation. "Gross receipts" shall mean the total amount of revenue derived from activities conducted on or within the food truck.
- v. No vendor shall locate within three hundred feet (300') of any other vendor operating during the applicable vending hours specified in this chapter, except that the food truck permit may allow for smaller groupings of food trucks on a single parcel of property.

5-7-15 Additional rules for food truck vendors on public rights-of-way.

Except as authorized by an approved Special Event permit:

- a. No food truck shall vend in any one location on a public street for more than ten (10) minutes in any two (2) hour period. "Location" for purposes of this section shall mean a radius of five hundred feet (500') from the original position of the food truck.
- b. No food truck shall locate within five hundred feet (500') of a freeway entrance or exit.
- c. No food truck shall locate within any public street adjacent to a curb which has been duly designated by the City as a white, yellow, blue or red zone.
- d. The vehicle shall be legally parked and shall not stop, stand, or park in any clear vision triangle or no parking zone.
- e. Vehicles shall not occupy more than two on-street parking spaces in the public rightof-way in commercial zones.
- f. Vendors shall limit food and beverage service to that side of the food truck facing away from the street.

- g. No vendor shall locate within three hundred feet (300') of the grounds of any elementary or secondary school on any school day while school is in session; this restriction does not apply to an event at a school facility if the vendor is in partnership with the organization conducting the event and is located on the site of the event.
- h. Vendors shall indemnify, defend and hold the City, its officials, officers, employees, agents, and volunteers harmless from and against all claims, demands, causes of action, actions, damages, losses, expenses, and other liabilities (including without limitation reasonable attorney fees and costs of litigation) of every nature arising out of or in connection with operation of the food truck on City right-of-way, regardless of fault, unless the injuries or damages are the result of City's sole negligence or willful misconduct.
- Vendors shall maintain, at their sole cost and expense, liability insurance in the amount of not less than two million and 00/100ths dollars (\$2,000,000.00) per occurrence, four million and 00/100ths dollars (\$4,000,000) aggregate, covering liability associated with operation of the food truck. Vendors shall also maintain, at their sole cost and expense, automobile insurance in the amount of not less than one million and 00/100ths dollars (\$1,000,000.00) commercial auto liability coverage. The insurance shall be in full force and effect at any time the vendor is operating in the City. Prior to operations, the vendor shall deliver or have on file with the City a certificate of insurance which includes all required coverages, endorsements, and names the City of Selma as additionally insured and as the certificate holder. The City's Risk Manager shall verify coverages.

5-7-16 Additional rules for food truck vendors on private property.

- a. Vendors shall obtain written authorization to operate the food truck from the property owner, or a lessee with authority.
- b. Food trucks shall operate as follows:
 - 1. Within a level parking area, where it can be demonstrated that any off-street parking spaces located in that area are not otherwise reserved, encumbered, or designated to satisfy the off-street parking requirement of a business or activity that is operating at the same time as the food truck.
 - 2. Operations shall not impede pedestrian or vehicular ingress or egress through the remainder of the parking area or adjacent public right-of-way.
 - 3. Vendors shall not use or permit use of parking spaces on the site (e.g., customer queuing, tables, chairs, portable restrooms, signs, and any other ancillary equipment) if doing so will adversely affect the required off-street parking available for the primary use(s) of the site during peak periods as determined by the Director of Planning and Development Services.
 - 4. Vendors shall have adequate lighting to ensure customer safety either on the vehicle or at the location of the vehicle during business hours.

5-7-17 Supplemental regulations.

a. The City Manager and Police Chief, and their designees, are hereby authorized to adopt supplemental rules and regulations, and to develop all related forms and/or

other materials, reasonably necessary to implement this chapter, and to make such interpretations of this chapter as they may consider necessary to achieve the purposes of this chapter. Violations of supplemental rules and regulations shall be considered violations of this chapter.

5-7-18 Violations.

- a. Fines and penalties. Violations of this chapter or the conditions of an issued special event, vendor, and/or food truck permit shall be subject to the following fines:
 - 1. Violations that occur while operating without a valid permit:
 - i. An administrative fine of one hundred and 00/100ths dollars (\$100.00) for a first violation;
 - ii. An administrative fine of two hundred and 00/100ths dollars (\$200.00) for a second violation within one year of the first violation;
 - iii. An administrative fine of four hundred and 00/100ths dollars (\$400.00) for a third violation within one year of the first violation;
 - An administrative fine of four hundred and 00/100ths dollars (\$400.00) for a fourth and each subsequent violation within one year of the first violation and confiscation of the vehicle, food and merchandise as provided for in subsections (b) and (c) of this section;
 - v. The all administrative fines listed in this subsection may be reduced by fifty percent (50%) upon submission of proof of a permit to the City Manager's office.
 - 2. Violations that occur while operating with a valid permit:
 - i. An administrative fine of fifty and 00/100ths dollars (\$50.00) for a first violation;
 - ii. An administrative fine of one hundred and 00/100ths dollars (\$100.00) for a second violation within one year of the first violation;
 - iii. An administrative fine of two hundred and 00/100ths dollars (\$200.00) for a third violation within one year of the first violation; and
 - iv. An administrative fine of two hundred and 00/100ths dollars (\$200.00) for a fourth and each subsequent violation within one year of the first violation and revocation or suspension of permit and/or confiscation of vehicle, food and merchandise, as provided for in subsections (b) and (c) of this section.
 - 3. Penalties for failing to have a Business license are subject to the penalty provision of Chapter 2 of Title 1.
 - 4. Fines may be issued on a form approved by the City Manager, and shall include an appeal process as provided for in Municipal Code Title 1, Chapter 20.

- b. Revocation and suspension. The City may suspend for up to thirty (30) days or revoke any permit issued under this chapter when any one or more of the following grounds are found to exist:
 - 1. Violation of this chapter or provisions of a permit. The City shall not revoke a permit for violations of this chapter or the permit that relate solely to the act until the fourth violation in any three hundred sixty-five (365) day period.
 - 2. Violation of local, State, or Federal law in connection with a special event, vendor, or food truck activity.
 - 3. When a permit was issued under fraudulent circumstances or mistake.
 - 4. When necessary to protect the public health, safety, or welfare.
- c. Confiscation. In connection with suspension or revocation of a permit, the City may confiscate property used in connection with vending upon a determination that confiscation of the property is necessary to protect the public health, safety, or welfare.
- d. Procedures. The following procedures shall apply for suspensions, revocation, and confiscation:
 - 1. Prior to revocation or suspension of a permit and/or confiscation of property, the City shall provide written notice to the person or organization for which a special event, vendor, or food truck permit was issued stating the reasons for the action by personal notice or certified mail.
 - 2. The notice shall provide information on the appeal process and explain that a suspension may lead to a permanent revocation of the permit.
 - 3. Unless immediate suspension is necessary to protect the public health, safety, and welfare, prior to taking final action the City shall afford the person or organization for which a special event, vendor, or food truck permit was issued, and vehicle owner when applicable, an opportunity for an appeal hearing pursuant to the procedures set forth in Municipal Code Section 1-20-8. For immediate suspensions, the appeal hearing, if requested, shall be held within ten (10) business days after the filing of the appeal.
 - 4. If an appeal is filed, the hearing officer may permanently revoke the permit, reinstate the permit, conditionally reinstate the permit, or modify the suspension, based upon findings related to circumstances described in this section. The Hearing Officer shall also make appropriate findings regarding any confiscation.

5-7-19 Special Event Fee Reduction and Waiver Regulations (formerly Resolution 2019-11R)

a. Purpose

The purpose of this section is to provide an equitable means for community organizations:

1. To access fee reductions or fee waivers,

- 2. To establish mutually beneficial partnerships between the City and the community, and
- 3. To effectively control the manner in which the City provides event support via fee reductions or fee waivers.
- b. Responsibility
 - 1. The number of special events the City supports with waivers or reductions will depend on the budget and operating impacts, and will vary annually. Annually, the City will allocate up to five thousand dollars (\$5,000.00) to be used to waive or reduce City Service Fees required for special events. All events must occur within the year they are budgeted to occur. Unmet thresholds at the end of the year will not be carried forward to future years.
 - 2. The City Manager may waive or reduce special event City Permit Fees up to a total of \$500.00 per event after reviewing a recommendation from the Recreation Director and Finance Director, and upon a finding of eligibility pursuant to the criteria provided herein.
 - 3. If the request exceeds \$500.00 per event, or includes other City Service Fees outside of the Permit Fees mentioned above, then the request must be approved by City Council
- c. Eligible Special Events and Activities

Fee reductions and waivers are available to a variety of events including sporting, tourism, cultural, general, and major community events.

- 1. The following projects and organizers are ineligible:
 - a. Events organized by groups or individuals that are unincorporated
 - b. Private functions
 - c. Political parties and lobby groups
 - d. Recipients of any other financial or other type of assistance from the City within the same calendar year
 - e. Projects or organizations who have not satisfactorily fulfilled their obligations following previous fee reductions or waivers
- d. Fee Reductions and Waivers

Fee reductions and waivers are for permit fees only. Direct costs including but not limited to staff time, and applicable overtime, are not eligible for fee waiver or reduction under this policy.

The following qualifications must be met to be eligible for fee reductions or waivers:

1. Not for profit organizations and non-profit entities that have a documented federal tax exempt status

- 2. Local organization presence
- 3. Organization cannot receive more than one waiver or reduction in a fiscal year
- 4. Be open to the public
- 5. Raise the profile of Selma through prominent acknowledgement of its support and assistance in event marketing materials and at the event itself
- 6. Benefit the residents of Selma
- 7. Organization is required to provide a report to City Council post event
- e. Other Obligations:

Any reduction in or waiver of fees allowed will not affect the obligation of a permittee or event organizer to comply with the remaining qualifications, restrictions, and criteria of City policies, or to pay other costs or to provide insurance as required by City policies or ordinances. Business license, health permit, fire permit and liquor license fees will not be waived or reduced.