

City of Selma
Certificate of Appreciation
Presented to

Haskell Henson

For your outstanding dedication to the Youth of Selma.

*Presented this 21st day of August, 2023 by Mayor Scott Robertson, Mayor Pro Tem Beverly Cho,
Councilmembers Sarah Guerra, Blanca Mendoza-Navarro, and John Trujillo.*



Scott Robertson, Mayor

**MINUTES
SELMA CITY COUNCIL
REGULAR MEETING**

September 6, 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 Joe Alvarez of Iglesia Antioquia led the invocation.

The Pledge of Allegiance was led by Council member Mendoza-Navarro.

ORAL COMMUNICATIONS: Mrs. Char Tucker stepped forward to provide Chamber activity updates. She also invited Council to the upcoming Car Show, Rib Cook Off, and Band Festival.

Christy Rangel and Lizette Rodriguez with Selma Unified announced that September is Suicide Prevention Month. She discussed the District's outreach program and encouraged community engagement.

Council member Guerra noted she had received an email from a citizen regarding an employee. City Manager Santillan noted that he did receive the same email and will be researching and will bring back to a Closed Session, if applicable.

PLANNING & DEVELOPMENT PROJECT UPDATE: Deputy City Manager Terry provided a power point presentation where he listed and provided updates on several projects that are currently in process.

CONSENT CALENDAR: Mayor Robertson requested to pull agenda item 1.c., and Council member Guerra requested to pull agenda item 1.f., for separate discussion. Council member Guerra motioned to approve the remainder of the Consent Calendar as written. The motion was seconded by Mayor Pro Tem Cho and carried unanimously.

a. 2022-82R **CONSIDERATION OF A RESOLUTION AUTHORIZING THE CITY TO CONTINUE WITH TELECONFERENCED PUBLIC MEETINGS PURSUANT TO ASSEMBLY BILL 361**

b. Approved **CONSIDERATION OF AN AGREEMENT FOR SERVICES BETWEEN THE FRESNO COUNTY RURAL TRANSIT AGENCY AND THE CITY OF SELMA, PERMITTING THE SELMA POLICE DEPARTMENT TO PERFORM PERIODIC SAFETY CHECKS ON FCRTA'S TRANSIT VEHICLES**

c. 2022-83R **CONSIDERATION OF A RESOLUTION APPROVING AMENDMENT NO. 1 TO REGIONAL GOVERNMENT SERVICES (RGS) AGREEMENT FOR FINANCE AND HUMAN RESOURCES CONSULTING SERVICES**

Mayor Robertson requested to pull agenda item 1.c. for separate consideration. After discussion, motion was made by Council member Trujillo and seconded by Council member Mendoza-Navarro to approve RESOLUTION NO 2022-83R, APPROVING AMENDMENT NO. 1 TO REGIONAL GOVERNMENT SERVICES (RGS) AGREEMENT FOR FINANCE AND HUMAN RESOURCES CONSULTING SERVICES. The motion carried with the following vote:

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

d. 2022-84R **CONSIDERATION OF A RESOLUTION DECLARING CERTAIN EQUIPMENT SURPLUS AND AUTHORIZING THEIR SALE, DONATION, OR DISPOSAL**

e. 2022-85R **CONSIDERATION OF A RESOLUTION APPROVING AND ADOPTING THE 2023 HEALTH INSURANCE MAXIMUM ALLOWANCES (CAPS) FOR ELIGIBLE CITY EMPLOYEES**

f. Approved **CONSIDERATION OF THE CHECK REGISTER DATED AUGUST 9, 2022**

Council member Guerra requested to pull agenda item 1.f. for separate consideration. After discussion, motion was made by Council member Trujillo and seconded by Council member Mendoza-Navarro to approve CHECK REGISTER DATED AUGUST 9, 2022. The motion carried unanimously.

g. 2022-86R **CONSIDERATION OF A RESOLUTION AUTHORIZING NON-EXCLUSIVE FRANCHISE TOWING AGREEMENTS WITH PIT STOP TOWING, DAVE'S TOWING AND FORTNER'S TOWING FOR THE PURPOSE OF PROVIDING TOWING SERVICES FOR THE SELMA POLICE DEPARTMENT TO UTILIZE AS NEEDED**

RECESS: At 7:15 p.m., Mayor Robertson called for a short break in the meeting. The meeting then reconvened at 7:20 p.m.

RECONSIDERATION OF JUNE 20, 2022 CITY COUNCIL DECISION WHICH AUTHORIZED CITY STAFF TO COMMENCE THE ABATEMENT PROCESS FOR THE REMOVAL OF THE ILLEGAL SIGN LOCATED AT 1630 2ND STREET (APN: 388-155-22)

Mayor Robertson opened the public hearing at 7:29 p.m. for those wishing to speak in favor of or in opposition to this item. Ms. Theresa Salas spoke in favor of this abatement. There being no further comments, Mayor Robertson closed the public hearing at 7:32 p.m.

After discussion, motion was made by Council member Trujillo and seconded by Council member Mendoza-Navarro to AUTHORIZE CITY STAFF TO PROCEED WITH THE ABATEMENT OF THE ILLEGAL ON-PREMISES ADVERTISING DISPLAY LOCATED AT 1630 2nd STREET. The motion passed unanimously.

CONSIDERATION OF AN ORDINANCE AMENDMENT (SUBMITTAL NO. 2022-0016) TO SELMA MUNICIPAL CODE SECTION 11-28-8 BILLBOARDS (OFF-PREMISE ADVERTISING SIGN STRUCTURE) – SECOND READING AND ADOPTION

Deputy City Manager Terry discussed the proposed Ordinance Amendment (Submittal No. 2022-0016) to Selma Municipal Code Section 11-28-8 Relating to Billboards (Off-Premise Advertising Sign Structure). After much discussion, motion was made by Council member Guerra and seconded by Mayor Robertson to adopt ORDINANCE 2022-5 AMENDING SELMA MUNICIPAL CODE SECTION 11-28-8 BILLBOARDS (OFF PREMISES ADVERTISING SIGN STRUCTURES).

The motion carried with the following vote:

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

DISCUSSION AND CONSIDERATION OF CONSTRUCTION DELIVERY METHODS TO BE USED FOR THE CONSTRUCTION OF THE CITY’S NEW FIRE STATION

Fire Chief Petersen discussed the options for construction of the City’s New Fire Station. He stated that the City had purchased property at the corner of Thompson and Huntsman Avenues, which is the proposed site for the new station. Mr. Roy Magdaleno, Sr. Project Director with Vanir stepped forward and discussed in detail the different construction options.

After much discussion, motion was made by Council member Mendoza-Navarro and seconded by Mayor Pro Tem Cho to approve THE DESIGN BUILD CONSTRUCTION DELIVERY METHOD. The motion passed unanimously.

CONSIDERATION OF CITY’S POSITION ON THE LEAGUE OF CALIFORNIA CITIES PROPOSED BYLAWS AMENDMENTS

City Clerk Rivera discussed the proposed amendments to the League bylaws that will be considered and voted on during the business meeting held at the annual conference. After discussion, motion was made by Council member Trujillo and seconded by Council member Mendoza-Navarro to DIRECT THE VOTING DELEGATE TO APPROVE THE PROPOSED AMENDMENTS. The motion passed unanimously.

DEPARTMENTAL REPORTS: City Manager Santillan reported on the open positions that are posted both on our website and on governmentjobs.com.

City Attorney McCann reported that this would be their last Council meeting and that Lozano Smith would finalize their services on September 16, 2022. He thanked Council for the opportunity to work with them.

Deputy City Manager Terry invited Council to the upcoming Central Valley Training Center graduation.

Fire Chief Petersen recognized a local citizen, Kathy McKenry, who has donated snacks to the Fire Department on a continual basis.

Police Commander Cannon announced that the Police Department Dispatch Center is moved and fully operational.

Community Services Director Smart provided updates on the Restroom Projects at Brentlinger and

Shafer Parks, and discussed the recent plays at the Arts Center. She also thanked the Police Department for hosting the Cooling Center.

COUNCIL REPORTS: Council member Mendoza-Navarro reported on the Fuentes Family. She also announced that she will be attending the League of California Cities Annual Conference.

Council member Trujillo reported on the Art Center and the positive input from investing in downtown.

Council member Guerra reported on attending the NACC conference in Chicago.

Mayor Pro Tem Cho reported on attending the recent Chamber Mixer, Mikal Kirchner's retirement party, and Pastor Nelson's retirement party. She also discussed the PAC fights at Pioneer Village.

Mayor Robertson reported on attending Pastor Nelson's retirement party, the Cemetery District meeting, and Cal Vans meeting. He inquired on a bus that has been parked on right of way for some time, and requested a future agenda item regarding voting on General Fund money for Police Department body cameras.

ORAL COMMUNICATIONS: Public comments were received from Mr. Dave Mendrin. Mayor Robertson mentioned that Council approved to abate the sign.

ADJOURNMENT: There being no further business, Mayor Robertson adjourned the meeting at 8:56 p.m.

Respectfully submitted,

Reyna Rivera
City Clerk

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

August 21, 2023

ITEM NO: B.

SUBJECT: Consideration of a Resolution Approving of Job Descriptions for Fire Captain and Safety Dispatcher I/II

BACKGROUND: Per the City of Selma Municipal Code Section 2-2-2, section (D), any revisions to class specifications are required to be approved by the City Council.

DISCUSSION: The City of Selma is not fully staffed and, in an effort to recruit for vacant positions identified within the approved 2023/2024 budget, staff has determined existing job specifications are not up to current industry standards. In order to attract qualified applicants, updated job descriptions require amending in order to accommodate current recruitment needs.

The Fire Captain job description was officially approved in 1996 and the Safety Dispatcher I/II job description was approved in 2015. The attached job descriptions reflect the desired requirements of the positions.

Both job descriptions were approved by the appropriate bargaining unit prior to submittal as required.

RECOMMENDATION: Adoption of Resolution approving updated job descriptions for Fire Captain and Safety Dispatcher I/II.

_____/s/
Janie Venegas
Human Resources Manager

_____August 16, 2023
Date

_____/s/
Fernando Santillan
City Manager

_____August 16, 2023
Date

RESOLUTION NO. 2023-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA APPROVING THE JOB DESCRIPTIONS FOR
FIRE CAPTAIN AND SAFETY DISPATCHER I/II**

WHEREAS, On June 19, 2023, the City Council adopted the 2023/2024 fiscal year budget approving Full-Time Employee (FTE) quantities; and,

WHEREAS, The City Manager for the City of Selma, in an effort to recruit for vacant positions within the approved 2023/2024 budget, has determined job specifications are not up to current industry standards which requires amending job specifications in order to accommodate current recruitment needs as well as current staffing; and,

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

Section 1. The above recitals are true and correct;

Section 2. The City Council hereby approves the recommendation to approve the job description for Fire Captain and Safety Dispatcher I/II in order to accommodate current recruitment needs as well as current staffing.

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

Section 6. 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 21st day of August 2023 by the following vote:

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

(Signatures on following page)

Scott Robertson
Mayor

ATTEST:

Reyna Rivera
City Clerk

FIRE CAPTAIN

PURPOSE:

Under general supervision, plans, schedules, deploys, supervises, and reviews the work of Firefighters, Firefighter/Paramedics, and Fire Engineers of an assigned company or station responsible for providing fire suppression, rescue, emergency medical treatment, hazardous material response, and fire inspection and prevention services; takes command of fires and other emergency incidents within the City unless relieved by another officer; performs the full range of emergency response duties as a member of a response team; coordinates, and participates in non-emergency inspection, training, maintenance, and related activities; and performs other duties as required..

SUPERVISION RECEIVED AND EXERCISED:

Receives general supervision from a Fire Division Chief. Exercises direct and general supervision over assigned staff.

CLASS CHARACTERISTICS

This is a full supervisory class in the fire series, responsible for all activities of an assigned company or station and for assisting with overall department management activities, as assigned. Responsibilities include both company command and the performance of a variety of emergency response, non-emergency maintenance, and administrative duties. This class is distinguished from the Fire Division Chief in that the latter is a management-level class responsible for the operations of an assigned program within the Fire Department.

ESSENTIAL FUNCTIONS STATEMENT: *Management reserves the right to add, modify, change or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees may perform the essential functions of the job.*

Essential Functions (Illustrative Only):

- Establishes incident command system at all emergencies; directs firefighting operations until relieved by a higher-ranking officer, including commanding tactical and safety activities to ensure all response activities are conducted in a manner consistent with prescribed policies and procedures.
- Recommends and assists in the implementation of goals and objectives; establishes schedules and methods for providing effective fire suppression and prevention services; implements policies and procedures.
- Participates in the development of the Fire Department's budget, including submitting budget recommendations and monitoring expenditures.
- Plans, schedules, organizes, assigns, reviews, and evaluates the work of sworn staff of an assigned company or station; provides input into selection, disciplinary, and

other personnel matters; may counsel employees as required.

- Identifies fire training needs of company personnel; drills and instructs personnel in the use of a variety of firefighting apparatus, equipment, tools, and devices; instructs personnel on location of fire hazards in public buildings and the methods of combating fires in such places; ensures conformance of training and instructional work with department policies and procedures.
- Ensures an accurate and efficient inventory of equipment and supplies, including purchasing needed equipment and submitting equipment requests accordingly.
- Administers, coordinates, manages, and personally performs work in support of a variety of departmental programs and activities such as fire administration, prevention, public education, inspection, fleet equipment maintenance, inventory, training, or other aspects of the fire prevention and suppression programs.
- Represents the department and the City in contacts with other fire and medical response agencies.
- Provides mutual aid to other fire service and medical emergency agencies in accordance with departmental policy.
- Assists in rendering emergency medical services.
- Supervises and participates in the laying and connection of hose, direction of water streams, placement of ladders, ventilation of buildings, rescue of persons, and salvage operations; ascertains the need for and type of additional equipment necessary to handle emergencies; makes technical decisions as to the best methods of extinguishing fires after observing the fire and receiving reports from company officers.
- Checks commercial and residential buildings for code compliance including in the areas of building exits, automatic sprinkler systems, fire alarms, fixed fire extinguishing systems, commercial hood and duct systems, emergency generators, underground water systems and hazardous materials storage; interprets and enforces provisions of fire prevention and fire safety laws, ordinances, and other regulations.
- Performs and assists in company and/or station inspections; inspects personnel, equipment, and company quarters.
- Conducts preliminary investigation on causes of fire; obtains and otherwise preserves evidence at a fire scene; collects, prepares, and presents evidence in court when required; prepares reports of findings and recommendations.
- Develops and maintains effective working relationships with the community; presents a variety of educational and public service programs to children, youth and community groups; responds to questions and comments from the public; collaborates with involved parties to reach resolutions on identified issues.
- Keeps immediate supervisor and designated others informed regarding present and potential work issues and provides solutions to address issues.
- Performs a variety of administrative duties including recording company activities in designated logs, preparing and maintaining records, reports, forms, recommendations, and other required administrative procedures of the company.
- Applies for various grants and coordinates the process from the beginning (i.e., grant writing) to the end (i.e., purchase order tracking).
- Attends meetings, conferences, workshops, and training sessions and reviews materials to remain current on principles, practices, and developments in assigned work areas.

- Performs the full range of Firefighter and/or Fire Engineer duties.
- Performs other duties as assigned.

When performing the Training assignment:

- Oversees and coordinates the daily operations and activities of a comprehensive training program within the Fire Department, ensuring that the assigned program has the necessary logistical support to ensure efficient operations at all times, and compliance with Federal, State, and local training mandates.
- Trains and supervises assigned staff to implement goals, objectives, and functions of training programs, including coordinating and participating in ongoing training activities, participating with staff in correcting deficiencies, and maintaining records as appropriate.
- Schedules monthly training of staff; plans, oversees, and coordinates all related activities; produces, maintains, and manages all training-related reports, records, and logs.
- Plans, develops, and instructs training courses in a variety of fire service areas; researches various current materials, tools, techniques, and equipment for performing various emergency tasks.
- Participates in training planning on at the local, State, and national level as a member of related committees and organizations.
- Manages and administers the training budget; prioritizes training leave; approves and purchases training materials and supplies.

QUALIFICATIONS / REQUIREMENTS:

Knowledge of:

- Principles and practices of employee supervision, including work planning, assignment, review, and evaluation and the training of staff in work procedures.
- Principles, practices, procedures, techniques, and equipment used in: fire, medical, and hazardous materials emergency response, including containment and clean-up; technical and confined response situations.
- Basic emergency medical procedures including basic first aid and CPR.
- Symptoms of medical emergencies and of appropriate responses to such conditions. Practices, procedures, and equipment used in fire investigations, including the ability to recognize and collect evidence.
- Basic building construction techniques and practices including operation characteristics and designs of fire protection, sprinkler, alarm, elevators, and other related systems.
- Safety practices and equipment related to the work.
- Computer applications related to the work.
- Geography of the City, including locations of streets, hydrants, sprinkler and standpipe hookups, and alarm panels.
- Applicable Federal, State and local laws, codes, and ordinances.
- Safety practices and equipment related to the work.
- Modern office practices, methods, computer equipment and computer applications.
- Correct English usage, grammar, spelling, vocabulary, and punctuation.

- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors and City staff.

Ability to:

- Plan, schedule, assign, supervise, review, and evaluate the work of staff on an assigned shift.
- Train staff in work procedures.
- Serve as an integral part of the department's management team; including administering assigned programs and projects.
- Perform fire suppression and associated rescue and salvage work in a safe and effective manner.
- Evaluate patients' conditions and properly render emergency medical care including administration of emergency medications.
- Perform at required EMS, technical rope rescue, and hazardous material operation levels.
- Apply the mechanics of firefighting.
- Operate vehicles and apparatus safely and in conformance with department procedures and traffic laws.
- Deal with hazardous materials incidents in conformance with department procedures.
- Maintain accurate records and prepare clear and accurate reports and other written materials.
- Interpret, apply, and explain complex codes, regulations, and ordinances.
- Enter information into a computer with sufficient speed and accuracy to perform the work.
- Establish and maintain a variety of manual and computerized recordkeeping and project management systems.
- Make sound, independent decisions in emergency situations within established policy and procedural guidelines.
- Organize own work, set priorities, and meet critical time deadlines.
- Operate modern office equipment including computer equipment and software programs.
- Use English effectively to communicate in person, over the telephone, and in writing. Use tact, initiative, prudence and independent judgment within general policy and legal guidelines in politically sensitive situations.
- Establish and maintain effective working relationships with those contacted in the course of work.

REQUIREMENTS:

Education and Experience:

Equivalent to the completion of the twelfth grade supplemented with extensive course work in fire science, police science, fire investigation, or related field, and five (5) years of progressively responsible full time paid firefighting experience. Seasonal experience may be used to fulfill this requirement if documentation can be provided that indicates the experience was equivalent to that of full time firefighting duties. In addition, two (2) years in the operation of equipment and apparatus at the level of Fire Engineer is desirable.

A two-year degree in Fire Science or a related field from an accredited college is highly desirable.

Licenses and Certifications:

- Possession of a valid Class A or B driver's license, or a Class C driver's license with a Fire Fighter 'F' endorsement, and a satisfactory driving record.
- Possession of a valid healthcare provider CPR certification.
- Possession of a valid EMT-I certification or valid EMT-P issued by a California Emergency Medical Services Authority.
- Possession of, or ability to obtain, a valid Fire Officer certificate from the California State Fire Marshal within one (1) year of assignment.

ADDITIONAL INFORMATION:

Required to work shifts, as scheduled by the department.

Physical Demands:

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; mobility, physical strength, and stamina to respond to emergency situations and use all emergency apparatus and equipment; perform medium to heavy physical work, to work in confined spaces, around machines, and to climb and descend ladders; to operate a motor vehicle and to visit various City and meeting sites; vision to discern colors and assess emergency situations, including medical incidents, to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone or radio. This is partially a sedentary, partially a field classification that requires operating in emergency situations and identifying and assessing problems or hazards. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator, operate standard office equipment, and to operate above-mentioned apparatus and equipment. Positions in this classification bend, stoop, kneel, reach, and climb to perform work and inspect work sites, and push and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push and pull materials, objects, and individuals necessary to perform job functions.

Environmental Elements:

Employees partially work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. The work also involves work in the field with exposure to loud noise levels, extreme temperatures, inclement weather conditions, road hazards, substantial heights, vibration, confining workspace, chemicals, mechanical and/or electrical hazards, and hazardous physical substances and fumes. Employees may interact with upset staff and public and private representatives in interpreting and enforcing departmental policies and procedures.

SAFETY DISPATCHER I-II

PURPOSE:

Under immediate supervision (Dispatcher I) or general supervision (Dispatcher II), to receive all incoming calls for police and fire assistance for a number of local jurisdictions and dispatch necessary units using a computer aided dispatch system; to perform a variety of general support duties related to communications activities; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

Dispatcher I - This is the entry level class in the Dispatcher series. This class is distinguished from the Dispatcher II in that incumbents of this class are trained in department policies, procedures and systems. Generally, work is observed and reviewed both during performance and upon completion. Since this class is typically used as a training class, employees may have only limited or no directly related work experience.

Dispatcher II - This is the journey level class within the Dispatcher series. Employees within this class are distinguished from the Dispatcher I by the greater independence with which an incumbent is expected to operate. Employees at this level receive only occasional instruction or assistance as new or unusual situations arise, and are fully aware of the operating procedures and policies of the work unit.

Positions in this class are flexibly staffed and are normally filled by advancement from the lower class of Dispatcher I, or, when filled from the outside, require prior public safety emergency dispatch experience. Appointment to the higher class requires that the employee be performing the full range of duties assigned to the class.

SUPERVISION RECEIVED AND EXERCISED:

Dispatcher I - Exercises no supervision.

Dispatcher II - May exercise technical or functional supervision over new employees.

ESSENTIAL FUNCTIONS STATEMENT: *Management reserves the right to add, modify, change or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees may perform the essential functions of the job.*

Essential Functions (Illustrative Only):

- Receive emergency calls from the public requesting police, fire, ambulance or other emergency service within a number of local jurisdictions on computer aided dispatch terminal.

- Determine nature, location, and priority of emergency; dispatch police, fire, ambulance or other emergency units through computer aided mobile data terminals in accordance with established procedures.
- Maintain contact with all units on assignment; maintain status and location of police field units and fire units using computer status display.
- Answer non-emergency calls; relay information and assistance requests involving other law enforcement and fire fighting agencies.
- Operate teletype machine to retrieve information from teletype networks relating to wanted persons, stolen property, vehicle registration, stolen vehicles and other information.
- Contact district attorney's office, probation officers, state parole officers, police agencies and fire agencies regarding various emergency and non-emergency incidents.
- Coordinate county-wide road blocks with the sheriff's department during major crime incidents; contact agencies outside the county regarding suspect information.
- May testify in court regarding activities leading to legal proceedings. Monitor emergency alarm boxes.
- Assist in training new employees in dispatch, including complaint desk and teletype operation. Contact relatives of victims of traffic collisions or crimes for identification of subjects.
- Perform a variety of record keeping, filing, indexing, and other general clerical work. Test and inspect equipment as required.
- Compile statistics on calls received.
- Perform related duties and responsibilities as assigned.

QUALIFICATIONS / REQUIREMENTS:

Dispatcher I

Knowledge of:

- Basic functions, principles, and practices of law enforcement agencies.
- Terminology and procedures used in public safety dispatching.
- Operation of computer-aided communications equipment, including multiple telephone lines and radio systems.
- Applicable codes, regulations, policies, technical processes and procedures, including penal, vehicle, and health and safety codes and regulations.
- City and County geography, maps, streets, landmarks, and driving directions.
- Principles and practices of data collection and report preparation.
- Business arithmetic and basic statistical techniques.
- Basic principles of record keeping.
- Modern office practices, methods and computer equipment.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for dealing with and solving the problems presented by a variety of individuals from various socio-economic, cultural, and ethnic backgrounds, in person and over the telephone.
- Techniques for providing a high level of customer service to the public and City staff, in person and over the telephone.

Ability to:

- Assess and prioritize emergency situations while remaining calm and using sound, independent judgment.
- Memorize codes, names, street locations, and other information.
- Read and interpret maps and other pertinent documentation.
- Interpret, apply, and explain policies, procedures, and regulations.
- Attend to multiple activities simultaneously.
- Obtain necessary information from individuals in stressful or emergency situations.
- Compile and summarize information to prepare accurate, clear, and concise reports.
- Perform technical, detailed and responsible office support work.
- Compose correspondence independently or from brief instructions.
- Maintain accurate records and files.
- Organize, maintain, and update office database and records systems.
- Make accurate arithmetic and statistical computations.
- Enter and retrieve data from a computer with sufficient speed and accuracy.
- Organize own work, set priorities, and meet critical deadlines.
- Operate modern office equipment including computer equipment and software programs.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy and legal guidelines in politically sensitive situations.
- Establish and maintain effective working relationships with those contacted in the course of work.

REQUIREMENTS:**Education and Experience:**

Equivalent to the completion of the twelfth (12th) grade with one (1) year of responsible clerical work involving heavy public contact.

Special Requirement:

Incumbents appointed to this classification are required to successfully complete the Peace Officers Standards and Training (P.O.S.T.) certified Public Safety Dispatchers Basic Course within one year of date of hire in order to remain in the classification.

Dispatcher II

In addition to the qualifications of Dispatcher I:

Knowledge of:

- Standard broadcasting procedures and rules.
- Uses and capabilities of the City's computer aided dispatch system. Geographic features and streets within the area served and other user agencies.
- Department procedures and policies pertaining to the dispatching of City emergency equipment and those of other user agencies.
- Public safety classification codes and computer commands.

Ability to:

- Assist in training new employees.

Education and Experience:

Equivalent to the completion of the twelfth (12th) grade with two (2) years of experience as a Safety Dispatcher I.

License and Certifications:

- Possession of a P.O.S.T. Public Safety Dispatcher Certification.

ADDITIONAL INFORMATION:

May be required to work shifts, on-call, and stand-by.

Physical Demands:

Must possess mobility to work in a standard office setting with ability to sit for long periods of time and possess ability to use standard office equipment, including a computer.

Environmental Elements:

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances.

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

August 21, 2023

ITEM NO: C.

SUBJECT: Consideration of a Resolution to Allow the City Manager to Negotiate the Removal of Excess Dirt from City Properties

BACKGROUND: Certain properties owned by the City contain excess soil that does not provide any current value to the City. Staff occasionally receive requests from developers and contractors inquiring about excess soil that would be available for projects.

The Council approved the sale of dirt from the Valley View Storm Drain Basin through Resolution 2016-34 and amended the price for the sale through Resolution 2018-06.

DISCUSSION: The Valley View Storm Drain Basin is currently not excavated to its designed ultimate volume which will require the excavation of soil from the site. The ultimate design of the basin is calculated to hold 82.7 acre-feet of storm water. The Phase 2 Valley View Project is currently out to bid and includes the excavation of approximately 44,901 cubic yards. The final phase for the Valley View Basin project will require the excavation of approximately 30,838 cubic yards.

The Pioneer Village property contains a mound of surplus soil that is covering approximately ½ acre and amounts to approximately 4,000 cubic yards. The soil does not have any value or purpose for Public Works or the site. The area containing the excess dirt could be utilized for overflow parking or other uses supporting the Pioneer Park.

The cost for the excavation and removal of the excess dirt will vary depending on the volume moved during each mobilization. Entering into agreements for developers and contractors to remove the excess soil at a discounted price compared to premium market rates ultimately benefits the City by reducing future costs through capital projects. It is recommended that the City Manager have the ability to set the price of excess soil according to a market rate, or discounted rate based on the benefit to the City to better utilize the site or reduce future excavation costs.

Requirements will be recommended by the City Engineer for developers or contractors removing excess soil to follow dust control measures and the condition of the sites after removal.

FISCAL IMPACT: No impact.

RECOMMENDATION: Adopt Resolution Allowing City Manager to negotiate the removal of excess dirt from City properties that has been determined to be surplus soil.

<u>/s/</u>	<u>August 16, 2023</u>
David Horn	Date
City Engineer	

<u>/s/</u>	<u>August 16, 2023</u>
Jerome Keene	Date
Deputy City Manager	

<u>/s/</u>	<u>August 16, 2023</u>
Fernando Santillan	Date
City Manager	

RESOLUTION NO. 2023-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA ALLOWING CITY MANAGER TO NEGOTIATE THE REMOVAL OF
EXCESS DIRT FROM CITY PROPERTIES**

WHEREAS, City Staff has determined that certain City properties contain excess soil that is planned to be removed; and,

WHEREAS, excess soil is covering otherwise usable land to be used in a more efficient manner; and,

WHEREAS, the soil required to be excavated in storm drain basins that have not been excavated to their ultimate design volume can be classified as excess soil; and,

WHEREAS, as an alternative to paying a Contractor to excavate the excess soil, the City of Selma will sell dirt to Contractors and Developers in need of dirt for their projects; and,

WHEREAS, the excess soil is not needed by the City, and therefore, the City wishes to declare the dirt surplus; and,

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. Based upon the need to expedite the removal of excess soil, the City Manager will set the price of dirt upon the quantity of dirt requested.
3. **Severability.** The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.
4. **Effective Date.** That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Selma held on the 21st day of August 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

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

August 21, 2023

ITEM NO: D.

SUBJECT: Consideration of a Resolution Approving a Second Amendment Between Health Management Associates (HMA) for Consultation Services Regarding Participation in Voluntary Rate Range and Ground Emergency Medical Transportation (GEMT) Programs and Authorizing the City Manager to Execute All Necessary Documents

DISCUSSION: In February of 2021 the five named cities entered into an agreement with HMA to provide for consultation services related to the Voluntary Rate Range Program (VRRP) or, as it is more commonly referred to, the IGT program. With the implementation of the new PP-GEMT program at the beginning of 2023, HMA has begun providing consultation services for this program as well. This amendment will provide for a two-year extension to the agreement, which will now expire on June 30, 2025, and outlines the additional scope of services related to the PP-GEMT program.

FISCAL IMPACT: The current fiscal impact is estimated to be \$12,000. These funds will be taken from the Ambulance Fund.

RECOMMENDATION: Adopt Resolution Approving a Second Amendment to the Current Services Agreement Between Health Management Associates (HMA) and the Cities of Selma, Coalinga, Dinuba, Kingsburg, and Sanger for Consultation Services Regarding Participation in Voluntary Rate Range and Ground Emergency Medical Transportation (GEMT) Programs and Authorizing the City Manager to Execute All Necessary Documents.

<u> /s/ </u> Robert Petersen, Fire Chief	<u> August 16, 2023 </u> Date
<u> /s/ </u> Fernando Santillan, City Manager	<u> August 16, 2023 </u> Date

RESOLUTION NO. 2023-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA APPROVING THE SECOND AMENDMENT TO THE CURRENT
SERVICES AGREEMENT BETWEEN HEALTH MANAGEMENT ASSOCIATES
(HMA) AND THE CITIES OF SELMA, COALINGA, DINUBA, KINGSBURG, AND
SANGER FOR CONSULTATION SERVICES REGARDING PARTICIPATION IN
VOLUNTARY RATE RANGE AND GROUND EMERGENCY MEDICAL
TRANSPORTATION PROGRAMS AND AUTHORIZING THE CITY MANAGER
TO EXECUTE ALL NECESSARY DOCUMENTS**

WHEREAS, The City of Selma participates in a joint agreement with four other cities; and,

WHEREAS, The agreement provides for consultation services; and,

WHEREAS, The consultation services assist the cities with the Voluntary Rate Range Program (VRRP) and the Ground Emergency Medical Transportation (GEMT) Program; and,

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

SECTION 1. The above recitals are true and correct;

SECTION 2. The City Council hereby approves the Second Amendment to the agreement with HMA.

SECTION 3. The City Manager is authorized to execute all necessary documents.

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.

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Selma held on the 21st day of August 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

**SECOND AMENDMENT TO
HEALTH MANAGEMENT ASSOCIATES SERVICES AGREEMENT
AND
COOPERATIVE AGREEMENT**

This Second Amendment to Health Management Associates Services Agreement and Cooperative Agreement (“Amendment”) is made and entered into effective June 30, 2023, by and between the CITY OF COALINGA, CITY OF DINUBA, CITY OF KINGSBURG, CITY OF SANGER, AND CITY OF SELMA (individually “City” and collectively “Cities”), and HEALTH MANAGEMENT ASSOCIATES, INC., a Michigan corporation (“Consultant”). The Cities and Consultant are sometimes collectively referred to herein as “Parties.”

RECITALS

The City and Consultant are parties to a certain Health Management Associates Services Agreement and Cooperative Agreement (“Agreement”) effective February 11, 2021. The original Agreement term is from June 30, 2021, to June 30, 2022.

WHEREAS, the City and Consultant have executed a First Amendment to Health Management Associates Services Agreement and Cooperative Agreement effective June 30, 2022 (“Amendment #1”) which extended the term of the Agreement to June 30, 2023.

The parties wish to amend the Agreement as further stated herein.

AGREEMENT

A. The Parties wish to extend the term of the Agreement an additional two (2) year per section 2. Commencement of Services; Term of Agreement and Renewal of the Agreement. The parties agree the term of the Agreement shall begin on the Effective Date and shall continue in effect until June 30, 2025.

B. The Parties wish to amend the Agreement by adding the **Scope of Services and Schedule of Compensation** attached hereto as Exhibit A.

[Signatures on next page]

NOW, THEREFORE, the parties have executed this Agreement on the date(s) set forth below.

HEALTH MANAGEMENT ASSOCIATES, INC.

By: _____
Kelly Johnson, Vice President

Date: _____

CITY OF SANGER

By: _____
Greg Garner, Acting City Manager

Date: _____

ATTEST:

Rebeca Padron, City Clerk

APPROVED AS TO FORM:

Hilda Cantu Montoy, City Attorney

CITY OF DINUBA

By: _____
Luis Patlan, City Manager

Date: _____

APPROVED AS TO FORM:

, City Attorney

CITY OF COALINGA

By: _____
Marissa Trejo, City Manager

Date: _____

APPROVED AS TO FORM:

, City Attorney

CITY OF SELMA

By: _____
Fernando Santillan, City Manager

APPROVED AS TO FORM:

, City Attorney

CITY OF KINGSBURG

By: _____
Alexander Henderson, City Manager

APPROVED AS TO FORM:

, City Attorney

EXHIBIT A

SCOPE OF SERVICES AND SCHEDULE OF COMPENSATION

I. Services

Consultant shall respond to requests from the Cities or any City regarding participation in applicable Voluntary Rate Range Program (VRRP) and the Public Provider Ground Emergency Medical Transportation (PP-GEMT) Intergovernmental Transfers (IGT) programs administered within the Medi-Cal program by the California Department of Health Care Services (DHCS).

Voluntary Rate Range Program (VRRP)

Areas of assistance include but are not limited to:

- a) Helping the Cities understand VRRP, the IGT process, and the documents used to transact an IGT in order to make informed decisions on whether to participate and if so, how to participate.
- b) Contacting DHCS and the relevant Health Plans to participate in VRRP, calculating the value of the IGT and the dollar amounts involved at each step of the process and submitting Attachment Bs and Letters of Interest (LOIs) once DHCS is ready to receive them.
- c) Consultant shall work with the DHCS on behalf of City, and the Cities to resolve any questions and troubleshoot issues that arise.
- d) Consultant shall assist the Cities and their respective staff to ensure all documents are correctly prepared for participation in VRRP, and work with the Health Plans to meet DHCS timelines.
- e) Consultant shall assist the Cities determining whether VRRP payment amounts are correct and support the District in resolving any payment issues with DHCS and the Health Plans, if required.
- f) Consultant will monitor state and federal policies to assess any impacts to VRRP.

Public Provider Ground Emergency Medical Transportation Program (PP-GEMT)

Areas of assistance include but are not limited to:

- a) Consultant shall provide subject matter expertise to support the District's understanding of PP-GEMT and the PP-GEMT IGT process.
- b) Consultant shall provide the Cities with financial projections to estimate quarterly PP-GEMT IGT contributions, estimated payments from DHCs and the Health Plans, and potential impacts of PP-GEMT on future VRRP payments.
- c) Consultant shall provide project management support to ensure timely submission of any DHCS required information for participation in PP-GEMT.
- d) Consultant will monitor state and federal policies to assess any impacts to PP-GEMT and attend DHCS PP-GEMT trainings and information sessions.
- e) Consultant shall coordinate and engage with DHCS to resolve any questions and troubleshoot issues, if required, which may include educating DHCS on potential cash flow issues and risks associated with PP-GEMT participation.
- f) Consultant shall assist the Cities with the PP-GEMT IGT process, including any issues with the wiring of funds to DHCS.
- g) Consultant shall provide the Cities with information regarding their quarterly PP-GEMT IGT contribution amounts, estimated payments from DHCS and the Health Plans, and net new funds from PP-GEMT.
- h) Consultant shall assist the Cities determining whether PP-GEMT payment amounts are correct and support the District in resolving any payment issues with DHCS and the Health Plans, if required.

II. Schedule of Compensation

Subject to the maximum Contract Sum set forth in Section 3(a), Consultant shall provide services to the Cities at the following hourly rates or task amounts:

The Cities will pay Consultant \$322.00 per hour for its work under this agreement effective July 1, 2023. Thereafter, Consultant's billing rates will increase no more than five percent (5%) on July 1 of each year unless agreed otherwise in writing. Consultant agrees to notify the Cities of the amount of increase in rates no less than 30 days prior to the rate increase.

**HEALTH MANAGEMENT ASSOCIATES SERVICES AGREEMENT
AND
COOPERATIVE AGREEMENT**

This Health Management Associates Services Agreement and Cooperative Agreement ("Agreement") is entered into between the CITY OF COALINGA, CITY OF DINUBA, CITY OF KINGSBURG, CITY OF SANGER, AND CITY OF SELMA (individually "City" and collectively "Cities"), and HEALTH MANAGEMENT ASSOCIATES, INC., a Michigan corporation ("Consultant"). This Agreement shall be effective as of the date of the last City to sign, which shall occur after execution by Consultant ("Effective Date"). The Cities and Consultant are sometimes collectively referred to herein as "Parties".

RECITALS

A. In order to ensure efficient use of public resources, the Cities have used an informal arrangement whereby services are provided by a consultant for participation in the Voluntary Rate Range Program (VRRP) and applicable Intergovernmental Transfer programs (IGTs) administered within the Medi-Cal program by the California Department of Health Care Services (DHCS). Under this arrangement the Cities have been reimbursing the City of Sanger for the individual City's portion of services provided by a consultant. With the transition of consultant service providers to a new consultant, the Cities desire to formalize the arrangement in this Agreement.

B. The City of Sanger has sought, by issuance of a Request for Proposals, the performance of the services defined and described in this Agreement and as more fully set forth in Exhibit "A" ("Services").

B. Consultant submitted a proposal for performing the requested Services and is engaged in the business of furnishing such Services as a consultant and hereby warrants and represents that it is qualified, licensed, and professionally capable of performing the Services called for in the Request for Proposals and this Agreement.

C. The City of Sanger has selected Consultant to perform the requested Services on the basis of Consultant's demonstrated competence and professional qualifications.

D. The City of Sanger desires to retain Consultant, which is acceptable to the other Cities, and Consultant desires to provide Cities with Services on the terms and conditions as set forth in this Agreement.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, Cities and Consultant agree as follows:

AGREEMENT

1. Scope of Services. Consultant shall perform, to the satisfaction of the Cities in accordance with this Agreement, the Services described in the “Scope of Services and Schedule of Compensation” set forth in Exhibit “A” hereto and incorporated by reference herein, and as may be revised by mutual agreement of the Parties. Consultant warrants that it is qualified to perform the Services under this Agreement. Consultant shall be familiar with and shall comply with all State and Federal laws and regulations applicable to the Services to be performed under this Agreement.

2. Commencement of Services; Term of Agreement and Renewal. The term of this agreement shall begin on the Effective Date and shall continue in effect until June 30, 2022. The Agreement may be extended for an addition of one (1) year for up to and additional total of four (4) years with a written amendment to this Agreement signed by all the Parties; however, any City may choose not to renew by providing written notice of nonrenewal to Consultant and the remaining Cities at least 30 calendar days before June 30 of any year, and thereafter the Agreement shall only be renewed as to remaining Cities and Consultant if otherwise agreed to by Consultant and the City of Sanger. Consultant shall commence the Services upon City of Sanger’s issuance of a written "Notice to Proceed" and shall continue with the Services until Consultant, as determined by City of Sanger, has satisfactorily performed and completed the Services, or until such time as the Agreement is terminated by either Consultant or the Cities in accordance with this Agreement, whichever is earlier.

(a) Community of Personnel. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors assigned to perform the Services under this Agreement. Consultant shall notify the City of Sanger of any changes in Consultant's staff and subcontractors assigned to perform the Services under this Agreement.

(b) Additional Services. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or listed in Exhibit “A,” unless such additional services are authorized in advance and in writing by the City Manager of the City of Sanger after first having obtained approval from the other City Manager(s) from a majority of the other Cities. Consultant shall be compensated for any such additional services in the amounts and in the manner agreed to by the City and Consultant.

3. Compensation for Services. Each City, through the City of Sanger consistent with the process described below, shall compensate Consultant for rendering the Services as follows:

(a) Subject to any limitations set forth in this Agreement, Consultant shall receive payment in the amounts specified within Exhibit “A” attached hereto and incorporated herein by reference, but not exceeding the maximum contract amount of Ninety-Thousand Dollars (\$90,000) (“Contract Sum”).

(b) Each month Consultant shall invoice the City of Sanger for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by subcategory), travel, materials, equipment, supplies, and sub-consultant contracts.

(c) The City of Sanger shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with

the provisions of this Agreement, and distribute the invoice to the remaining Cities for similar review. The invoiced amount shall be paid by the City of Sanger to Consultant within 30 calendar days unless any City disputes any charges or expenses. If any charges or expenses are disputed, the City of Sanger shall pay the undisputed amount, and notify Consultant of the nature and amount of the disputed charge or expense. The Parties shall seek to resolve the disputed items(s) by mutual agreement.

(d) Each City shall be responsible for paying the City of Sanger for its share of the total invoice amount based on the total number of Cities who were participating in this Agreement at the time the work was performed or the expenses incurred. (Example: If there are five Cities participating in this Agreement during the relevant time period, then each City's payment obligation would be 1/5th of the total invoice amount.) Within 14 calendar days after the date of sending the invoice by the City of Sanger to the other Cities for review, each City shall provide any comments it may have regarding whether the Services performed and expenses incurred are in compliance with the provisions of this Agreement to the City of Sanger. Failure to provide a timely response contesting either the Services performed or expenses incurred may be treated by the City of Sanger as those invoice items not being contested or undisputed. The City of Sanger shall then invoice each City for its share of the total undisputed invoice amount submitted by the Consultant. Each City shall then pay the City of Sanger within 30 calendar days. Amounts failed to be timely paid by any City shall accrue interest at three percent (3%) per annum payable to the City of Sanger.

4. Independent Contractor Status. Consultant and its subcontractors shall perform the Services as independent contractors and not as officers, employees, agents or volunteers of the Cities. Nothing contained in this Agreement shall be deemed to create any contractual relationship between the Cities and Consultant's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Consultant's employees or subcontractors, any claim or right of action against the Cities.

5. Standard of Care. Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement. Consultant represents that to the extent Consultant utilizes subcontractors, such subcontractors are, and will be, qualified in their fields. Consultant also expressly represents that both Consultant and its subcontractors, if any, are now, and will be throughout their performance of the Services under this Agreement, properly licensed or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement. Consultant and its subcontractors, if any, shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and best judgment while performing the Services, and shall comply with and keep themselves informed of all applicable laws and regulations. Consultant represents and warrants Consultant and all subcontractors or sub-consultants are qualified to do business in California.

6. Identity of Subcontractors and Sub-Consultants. Consultant shall, before commencing any work under this Agreement, provide to the City of Sanger in writing: (a) the identity of all subcontractors and sub-consultants (collectively referred to as "subcontractors"), if

any, Consultant intends to utilize in Consultant's performance of this Agreement; and (b) a detailed description of the full scope of Services to be provided by such subcontractors. Consultant shall only employ subcontractors pre-approved by City of Sanger and in no event shall Consultant replace an approved subcontractor without the advance written permission of City of Sanger, with the understanding that City of Sanger's permission will not be unreasonably withheld. Notwithstanding any other provisions in this Agreement, Consultant shall be liable to the Cities for the performance of Consultant's subcontractors.

7. Subcontractor Provisions. Consultant shall include in its written agreements with its subcontractors, if any, provisions which: (a) impose upon the subcontractors the obligation to provide to the Cities the same insurance and indemnity obligations that Consultant owes to the Cities; (b) make clear that the Cities intend to rely upon the reports, opinions, conclusions and other work product prepared and performed by subcontractors for Consultant; and (c) entitle the Cities to impose upon subcontractors the assignment rights found elsewhere in this Agreement.

8. Power to Act on Behalf of City. Consultant shall not have any right, power, or authority to create any obligation, express or implied, or make representations on behalf of any City except as may be expressly authorized in advance in writing from time to time by that City and then only to the extent of such authorization.

9. Record Keeping; Reports. Consultant shall keep complete records showing the type of Services performed. Consultant shall be responsible and shall require its subcontractors to keep similar records. Each City shall be given reasonable access to the records of Consultant and its subcontractors relating to that City for inspection and audit purposes. Consultant shall provide each City with a working draft of all reports and five (5) copies of all final reports prepared by Consultant under this Agreement for that City.

10. Ownership and Inspection of Documents. All data, tests, reports, documents, conclusions, opinions, recommendations and other work product generated by or produced for Consultant or its subcontractors in connection with the Services, regardless of the medium, including physical drawings and materials recorded on computer discs ("Work Product"), shall be and remain the property of the City for whom the work was performed. That City shall have the right to use, copy, modify, and reuse the Work Product as it sees fit. Upon any City's request, Consultant shall make available for inspection and copying all such Work Product and all Work Product shall be turned over to the City promptly at City's request or upon withdrawal from or termination of this Agreement as to that City, whichever occurs first. Consultant shall not release any Work Product to third parties without prior written approval of the City Manager of the City for which the Services were provided. The City Manager for the City of Sanger may require the release of any Work Product by Consultant, and may use the same, without restriction. Consultant's obligations under this Section 10 shall survive termination of, or withdrawal from, this Agreement and shall survive for four (4) years after the date of expiration, withdrawal, or termination of this Agreement as to each individual City.

11. Confidentiality. All data, reports, conclusions, opinions, recommendations and other Work Product prepared and performed by and on behalf of Consultant in connection with the Services performed pursuant to this Agreement shall be kept confidential and shall be disclosed

only to the Cities or any City, unless otherwise provided by law or expressly authorized by the Cities or any City. Consultant shall not disclose or permit the disclosure of any confidential information acquired during performance of the Services, except to its agents, employees, affiliates, and subcontractors who need such confidential information in order to properly perform their duties relative to this Agreement. Consultant shall also require its subcontractors to be bound to these confidentiality provisions.

12. City Name and Logo. Consultant shall not use any City's name or insignia, photographs relating to projects for which Consultant's Services are rendered, or any publicity pertaining to the Consultant's Services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of that City.

13. Conflicts of Interest. Consultant warrants that neither Consultant nor any of its employees have an interest, present or contemplated, in the Services. Consultant further warrants that neither Consultant nor any of its employees have real property, business interests or income that will be affected by the Services. Consultant covenants that no person having any such interest, whether an employee or subcontractor shall perform the Services under this Agreement. During the performance of the Services, Consultant shall not employ or retain the services of any person who is employed by the Cities or a member of any City Board or Commission. The Cities understand and acknowledges that Consultant may, as of the date of execution of this Agreement, be independently involved in the performance of similar for other governmental agencies and private parties. Consultant is unaware of any stated position of the Cities relative to such projects. Any future position of a City on such projects shall not be considered a conflict of interest for purposes of this section. Each City understands and acknowledges that Consultant may, perform similar services for other governmental agencies and private parties under this Agreement, and any such service shall not be considered a conflict of interest for purposes of this section.

14. Non-liability of Officers and Employees. No official, officer or employee of any City shall be personally liable to Consultant, or any successors in interest, in the event of a default or breach by that City for any amount which may become due Consultant or its successor, or for any breach of any obligation under the terms of this Agreement.

15. Cities' Right to Employ Other Consultants. This Agreement is non-exclusive with Consultant. The Cities reserves their right to employ other consultants in connection with the Services.

16. Withdrawal or Termination of Agreement. This Agreement shall terminate upon completion of the Services, or earlier pursuant to the following.

a. Termination or Withdrawal: Without Cause. This Agreement may be terminated by the City of Sanger or Consultant at its discretion upon thirty (30) days prior written notice to the other party and the remaining Cities. Additionally, any City may withdraw as a party to this Agreement at its discretion upon thirty (30) days prior written prior written notice to the other party and the remaining Cities. Withdrawal from this Agreement by a City shall not

terminate this Agreement as to the other Parties, which shall continue and shall be of full force and effect as long as the Consultant and at least one City remain a party hereto.

b. Termination by City of Sanger or Consultant: For Cause. Either the Consultant or City of Sanger may terminate this Agreement upon twenty (20) days prior written notice to the other party of a material breach, and a failure to cure within that time period.

c. Compensation to Consultant Upon Termination. In the event termination is not due to fault attributable to Consultant and provided all other conditions for payment have been met, Consultant shall be paid compensation for Services performed prior to notice of termination. As to any phase partially performed but for which the applicable portion of Consultant's compensation has not become due, Consultant shall be paid the reasonable value of its services provided. However, in no event shall such payment when added to any other payment due under the applicable part of the work exceed the total compensation of such part as specified in Section 3 herein. In the event of termination due to Consultant's failure to perform in accordance with the terms of this Agreement through no fault of the Cities, the Cities (through the City of Sanger) may withhold an amount that would otherwise be payable as an offset to Cities' damages caused by such failure.

d. Effect of Termination. Upon receipt of a termination notice (or completion of this Agreement), Consultant shall: (i) promptly discontinue all Services affected (unless the notice directs otherwise); and (ii) deliver or otherwise make available to any remaining participating Cities, without additional compensation, all data, documents, procedures, reports, estimates, summaries, Work Product and such other information and materials as may have been generated by or accumulated by the Consultant in performing this Agreement, whether completed or in process. Following the termination of this Agreement for any reason whatsoever, the Cities shall have the right to utilize such information, Work Product and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared under this Agreement by Consultant. Consultant may not refuse to provide such writings or materials for any reason whatsoever.

e. Compensation to Consultant Upon Withdrawal. In the event withdrawal by a City is not due to fault attributable to Consultant and provided all other conditions for payment have been met, Consultant shall be paid compensation by the withdrawing City for services performed prior to notice of withdrawal. As to any phase partially performed but for which the applicable portion of Consultant's compensation has not become due, Consultant shall be paid by the withdrawing City the reasonable value of its services provided. However, in no event shall such payment when added to any other payment due under the applicable part of the Services exceed the total compensation of such part as specified in Section 3 herein. In the event of withdrawal due to Consultant's failure to perform in accordance with the terms of this Agreement through no fault of the withdrawing City, the withdrawing City (through the City of Sanger) may withhold an amount that would otherwise be payable as an offset to the withdrawing City's damages caused by such failure.

f. Effect of Withdrawal. Upon receipt of a notice of withdrawal, Consultant shall: (i) promptly discontinue all Services affected for the withdrawing City (unless the notice directs otherwise); and (ii) deliver or otherwise make available to the withdrawing City, without additional compensation, all data, documents, procedures, reports, estimates, summaries, Work Product and such other information and materials as may have been generated by or accumulated by the Consultant in performing this Agreement for the withdrawing City, whether completed or in process. Following the withdrawal from this Agreement for any reason whatsoever, the withdrawing City shall have the right to utilize such information, Work Product and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared under this Agreement by Consultant. Consultant may not refuse to provide such writings or materials for any reason whatsoever.

17. Insurance. Consultant shall obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "B" attached hereto and incorporated herein by this reference as to each City. All insurance policies shall be subject to City of Sanger approval as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager of Sanger. Consultant shall provide the City of Sanger with copies of required certificates of insurance upon request.

18. Indemnity and Defense. Consultant hereby agrees to indemnify, defend and hold the Cities and each of them, their 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 the acts, errors, or omissions constituting negligence, gross negligence, willful misconduct or fraud of Consultant or its subcontractors relating to the performance of Services described herein. Consultant's duty to defend and indemnify the Cities shall not extend to injuries or damages that are the result of the Cities' sole negligence or willful misconduct.

Consultant's duty to defend shall immediately arise when a claim is asserted and/or a lawsuit is initiated against the Cities or any City arising out of or occurring in connection with the acts, errors, or omissions constituting negligence, gross negligence, fraud or willful misconduct of Consultant or its subcontractors relating to the performance of Services described herein and regardless of whether others may owe the Cities or any City a duty of defense and/or indemnity. Consultant and Cities agree that said indemnity and defense obligations shall survive the expiration, withdrawal from, or termination of this Agreement for any items specified herein that arose or occurred during the term of this Agreement for a period of two (2) years. (Example: City "A" withdraws from the Agreement after six months. Consultant's indemnity and defense obligations as to City "A" shall survive for an additional two (2) years. However, if City "B" simultaneously remains a party to the Agreement until it expires, Consultant's indemnity and defense obligations as to City "B" shall survive for an additional two (2) years from the date of expiration.)

In no event shall any Party be liable to the other for indirect, consequential, special or liquidated damages.

19. Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Consultant without the prior written consent of City of Sanger. In the event of an assignment to which the City of Sanger has consented, the assignee shall agree in writing to personally assume and perform the covenants, obligations, and agreements herein contained. In addition, Consultant shall not assign the payment of any monies due Consultant from any City under the terms of this Agreement to any other individual, corporation or entity. The Cities retain the right to pay any and all monies due Consultant directly to Consultant. Any such assignment shall not release Consultant from performance of its obligations and responsibilities under this Agreement.

20. Form and Service of Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by facsimile, email or certified mail, postage prepaid and return receipt requested, addressed as follows:

To Cities:

Tim Chapa
City Manager
City of Sanger
1700 Seventh Street
Sanger, CA 93657

To Consultant:

Jeffrey M. DeVries,
Contract Director
Health Management Associates, Inc.
120 N. Washington Square, Suite 705
Lansing, MI 48933

To an individual City:

City of Sanger:

Tim Chapa, City Manager
City of Sanger
1700 Seventh Street
Sanger, CA 93657

City of Coalinga:

Marissa Trejo, City Manager
City of Coalinga
155 West Durian
Coalinga, CA 93210

City of Kingsburg:

Alexander Henderson, City Manager
City of Kingsburg
1401 Draper St
Kingsburg, CA 93631

City of Dinuba:

Luis Patlan, City Manager
City of Dinuba
405 E. El Monte Way
Dinuba, CA 93618

City of Selma:

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

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile, email or if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

21. Entire Agreement. This Agreement, including the attachments, represents the entire Agreement between Cities and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral with respect to the subject matter herein. This Agreement may be amended only by written instrument signed by both Cities and Consultant.

22. Successors and Assigns. Subject to the provisions of Section 19 of this Agreement, this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

23. Authority. The signatories to this Agreement warrant and represent that they have the legal right, power, and authority to execute this Agreement and bind their respective entities.

24. Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the Parties will negotiate in good faith to modify any invalidated provisions to preserve each Party's anticipated benefits.

25. Applicable Law and Interpretation and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party. This Agreement is entered into by the Cities and Consultant in the County of Fresno, California. Consultant shall perform the Services required under this Agreement primarily in the County of Fresno, California, as well as Tulare County, California. Thus, in the event of litigation, the Parties agree venue shall only lie with the appropriate state or federal court in Fresno County, California.

26. Attorney's Fees. If any Party is required to commence any proceeding or legal action to enforce or interpret any term, covenant, or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorneys' fees and legal expenses.

27. Amendments and Waiver. This Agreement shall not be modified or amended in any way, and no provision shall be waived, except in writing signed by the Parties hereto. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of any Party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

28. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.

29. Execution in Counterparts. This Agreement may be executed in counterparts, including by electronically transmitted signature such as by facsimile or email, such that the

signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

30. Non-Discrimination. Consultant shall not discriminate on the basis of any protected class under federal or State law in the provision of the Services or with respect to any Consultant employees or applicants for employment. Consultant shall ensure that any subcontractors are bound to this provision. A protected class, includes, but is not necessarily limited to race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, and disability.

31. Compliance with All Laws. In providing the Services required under this Agreement, Consultant shall at all times comply with all applicable laws of the United States, the State of California, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

NOW, THEREFORE, the Cities and Consultant have executed this Agreement on the date(s) set forth below.

HEALTH MANAGEMENT
ASSOCIATES, INC.

CITY OF SANGER

By: Kelly Johnson
Kelly Johnson, Vice President

By: _____
Tim Chapa, City Manager

Date: 11/18/2020

Date: _____

APPROVED AS TO FORM

Hilda Cantu Montoy, City Attorney

[Signatures continued on next page]

CITY OF COALINGA

By: _____
Marissa Trejo, City Manager

Date: _____

APPROVED AS TO FORM

, City Attorney

CITY OF DINUBA

By: _____
Luis Patlan, City Manager

Date: _____

APPROVED AS TO FORM

, City Attorney

CITY OF KINGSBURG

By: _____
Alexander Henderson, City Manager

Date: _____

APPROVED AS TO FORM

, City Attorney

CITY OF SELMA

By: _____
Teresa Gallavan, City Manager

Date: _____

APPROVED AS TO FORM

, City Attorney

Attachments:

Exhibit A: Scope of Services and Schedule of Compensation

Exhibit B: Insurance

EXHIBIT A

SCOPE OF SERVICES AND SCHEDULE OF COMPENSATION

I. Services

Consultant shall respond to requests from the Cities or any City regarding participation in the Voluntary Rate Range Program (VRRP) and applicable Intergovernmental Transfer programs (IGTs) administered within the Medi-Cal program by the California Department of Health Care Services (DHCS). Areas of assistance include but are not limited to:

(a) Helping the Cities understand VRRP, the IGT process, and the documents used to transact an IGT in order to make informed decisions on whether to participate in VRRP and if so, how to participate.

(b) Contacting DHCS and the relevant Health Plans to participate in VRRP, calculating the value of the IGT and the dollar amounts involved at each step of the process, and submitting Attachment B's and Letters of Interest once DHCS is ready to receive them.

(c) Consultant shall work with DHCS on behalf of City, and the Cities to resolve any questions and troubleshoot issues that arise.

(d) Consultant shall assist the Cities and their respective staff to ensure all documents are correctly prepared for participation in the IGT program, and work with the relevant Health Plans to meet the DHCS timelines.

II. Schedule of Compensation

Subject to the maximum Contract Sum set forth in Section 3(a), Consultant shall provide services to Cities at the following hourly rates or task amounts:

(a) The Cities will pay Consultant \$295.00 an hour for its work under this Agreement.

EXHIBIT B

INSURANCE

A. Insurance Requirements

- i. 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 two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Consultant's general liability policies shall be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that each City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required.
- ii. Any failure to comply with reporting provisions of the policies by Consultant shall not affect coverage provided for each City.
- iii. Coverage shall state that Consultant insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.
- iv. Coverage shall contain a waiver of subrogation in favor of each City.
- v. Coverage shall provide coverage for Consultant's obligations of indemnity and defense under Section 18 of this Agreement.

B. Business Automobile Liability

- i. Consultant shall provide auto liability coverage for owned, non-owned, and hired autos using ISP Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than two million dollars (\$2,000,000) per accident.

C. Workers' Compensation and Employers' Liability

- i. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employers' Liability Insurance with limits of at least one million dollars (\$1,000,000). Consultant shall submit to each City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of each City, its officers, agents, employees, and volunteers.

D. Professional Liability

Consultant shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of one million dollars

(\$1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this agreement.

E. All Coverages

i. Each insurance policy required by the agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the City of Sanger, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

ii. All self-insurance, self-insured retentions, and deductibles must be declared and approved by each City regarding that City's coverage.

iii. Evidence of Insurance – Prior to commencement of the Services, the Consultant shall furnish each City with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Consultant must agree to provide complete, certified copies of all required insurance policies of requested by each City regarding that City's coverage.

iv. Acceptability of Insurers – Insurance shall be placed with insurers admitted in the State of California with an AM Best rating of A- VII or higher.

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

August 21, 2023

ITEM NO: E.

SUBJECT: Consideration of a Resolution Approving the City’s Intergovernmental Transfer (IGT) with the Department of Healthcare Services (DHCS) for its Contribution to the PP-GEMT Program and Authorizing the City Manager to Execute All Necessary Documents

DISCUSSION: Beginning January 1, 2023, DHCS implemented the new Ground Emergency Medical Transport (GEMT) program called PP-GEMT. The City of Selma is participating in this program as a mechanism for receiving additional funding for medical transports involving certain Medi-Cal related calls for service. This funding comes in the form off an add-on to qualifying Medi-Cal transports totaling approximately \$900.00 per call. The City's projected revenue from this program is \$1,019,587.85. In turn, the City is responsible for an IGT contribution of approximately \$150,000 three times per calendar year.

FISCAL IMPACT: This year's second IGT is due September 15th in the amount of \$154,851.23. These funds will be taken from the Ambulance Fund.

RECOMMENDATION: Adopt Resolution Approving the City’s Intergovernmental Transfer (IGT) with the Department of Healthcare Services (DHCS) for its Contribution to the PP-GEMT Program and Authorizing the City Manager to Execute All Necessary Documents.

_____/s/_____
Robert Petersen, Fire Chief

Date

_____/s/_____
 Fernando Santillan, City Manager

RESOLUTION NO. 2023-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA APPROVING THE CITY'S INTERGOVERNMENTAL TRANSFER
WITH THE DEPARTMENT OF HEALTHCARE SERVICES FOR ITS
CONTRIBUTION TO THE PP-GEMT PROGRAM AND AUTHORIZING THE CITY
MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS**

WHEREAS, The City of Selma participates in the PP-GEMT Program; and,

WHEREAS, The City of Selma's projected revenue from this program is \$1,019,587.85; and

WHEREAS, As part of the PP-GEMT Program, the City of Selma contributes an intergovernmental transfer to the Department of Healthcare Services; and

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

SECTION 1. The above recitals are true and correct.

SECTION 2. The City Council hereby approves the intergovernmental transfer with the Department of Healthcare Services.

SECTION 3. The City Manager is authorized to execute all necessary documents.

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.

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Selma held on the 21st day of August, 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

DEPARTMENT OF HEALTH CARE SERVICES
PUBLIC PROVIDER INTERGOVERNMENTAL TRANSFER PROGRAM FOR
GROUND EMERGENCY MEDICAL TRANSPORTATION SERVICES
CERTIFICATION FORM FOR STATE CALENDAR YEAR 2023

I, the undersigned, hereby declare and certify on behalf of City of Selma (the “Public Entity”) as follows:

1. As a public administrator, a public officer, or other public individual, I am duly authorized to make this certification.
2. The Public Entity elects to make this intergovernmental transfer (IGT) to the Department of Health Care Service (DHCS) as a voluntary contribution to the non-federal share of Medi-Cal expenditures for purposes of Assembly Bill 1705 (2019) pursuant to Sections 14105.94, 14105.945, 14129, 14129.3, and 14164 of the Welfare and Institutions (W&I) Code. All funds transferred pursuant to this certification qualify for federal financial participation (FFP) pursuant to Section 1903(w) of the Social Security Act and Title 42 of the Code of Federal Regulations, Section 433 Subpart B, and are not derived from impermissible sources such as recycled Medicaid payments, federal money excluded from use as the non-federal share, impermissible health care-related taxes, or non-bona fide provider-related donations.
3. Voluntary contributions attributable to the period of January 1, 2023, through December 31, 2023, will be made via recurring transfers as indicated on the invoices provided to the Public Entity by DHCS. The Public Entity acknowledges that any transfers made pursuant to this certification during this time period are considered an elective IGT made pursuant to W&I Code sections 14105.945 and 14164, to be used by DHCS, subject to paragraph four herein, exclusively as the source for the non-federal share of ground emergency medical transport public provider supplemental payments in both Medi-Cal fee-for-service payments and the portion of the risk-based capitation rate to Medi-Cal managed care health plans associated with reimbursement made in accordance with Section 14105.945, subdivision (h)(1) (hereafter, the AB 1705 Public Provider (PP) Ground Emergency Medical Transportation (GEMT) Intergovernmental Transfer (IGT) Program, or the PP-GEMT IGT Program), and DHCS costs associated with administering the PP-GEMT IGT Program.
4. DHCS may accept this voluntary contribution to the extent it is able to obtain FFP for the PP-GEMT IGT Program as permitted by federal law. In the event DHCS is unable to obtain FFP for the PP-GEMT IGT Program, or the full payments cannot otherwise be made to and retained by eligible public providers, and, therefore, all or a portion of the transferred amount cannot be used as the non-federal share of payments, DHCS will notify the Public Entity via e-mail and return the applicable portion of the unused IGT amount, no later than 90 days after such notification.
5. The Public Entity acknowledges that, in accordance with W&I Code section 14105.945, subdivision (h)(2), upon CMS approval, DHCS shall assess a ten percent (10%) fee on each transfer of public funds to the state to pay for health care

DEPARTMENT OF HEALTH CARE SERVICES
PUBLIC PROVIDER INTERGOVERNMENTAL TRANSFER PROGRAM FOR
GROUND EMERGENCY MEDICAL TRANSPORTATION SERVICES
CERTIFICATION FORM FOR STATE CALENDAR YEAR 2023

coverage and to reimburse DHCS its costs associated with administering the PP-GEMT IGT Program.

6. The Public Entity acknowledges that the IGT is to be used by DHCS for the filing of a claim with the federal government for federal funds and understands that any misrepresentation regarding the IGT may violate federal and state law.
7. The Public Entity acknowledges that all records of funds transferred are subject to review and audit upon DHCS' request. The Public Entity will maintain documentation supporting the allowable funding source of the IGTs.
8. Upon notice from the federal government of a disallowance or deferral related to this IGT, the Public Entity responsible for this IGT shall be the entity responsible for the federal portion of that expenditure.

I hereby declare under penalty of perjury under the law of the United States that the foregoing is true and correct to the best of my knowledge. I further understand that the known filing of a false or fraudulent claim, or making false statements in support of a claim, may violate the Federal False Claims Act or other applicable statute and federal law and may be punishable thereunder.

Executed on this 21st day of August, 2023 at Selma, California.

Signature of Authorized Person: _____

Name of Authorized Person: Fernando Santillan_____

Title of Authorized Person: City Manager_____

Name of Public Entity: City of Selma_____

NPI of Public Entity: 1740289263_____

Amount of IGT: \$154,851.23

#



**PUBLIC PROVIDER GROUND EMERGENCY MEDICAL TRANSPORTATION (PP-GEMT) PROGRAM
MANAGED CARE AND FEE FOR SERVICE — INVOICE**

Provider Information: Provider Name: City Of Selma NPI: 1740289263		Due Date: 9/15/2023																					
Program/Payee Information: Vendor Name: California Department of Health Care Services PP-GEMT Program Email: AB1705@dhcs.ca.gov		Payment Details: Year: 2023 Collection #: 2 Total Amount Due: \$154,851.23																					
		Banking Information: Bank Name: US Bank Please await Wire Request Memo for payment instructions Payment Methods Accepted: ACH or Wire Transfer																					
Payment Instructions: Attention: Please review, sign, and submit the Intergovernmental Transfer (IGT) Certification by 9/1/2023 to AB1705@dhcs.ca.gov . IGT Certification forms are required to be submitted prior to each collection due date. Once the IGT Certification form is received, DHCS will send a Wire Request Memo providing payment details and instructions. Please do not send your IGT payment until you have received the Wire Request Memo as payment details are subject to change.																							
IGT Non-Federal Share (NFS) Breakdown By DHCS Delivery System <table border="0" style="width: 100%;"> <tr> <td colspan="3"><u>Managed Care (MC)</u></td> </tr> <tr> <td style="text-align: right;">MC NFS #2</td> <td></td> <td style="text-align: right;">\$132,752.89</td> </tr> <tr> <td style="text-align: right;">MC Admin Fee</td> <td></td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td colspan="3"><u>Fee For Service (FFS)</u></td> </tr> <tr> <td style="text-align: right;">FFS NFS #2</td> <td></td> <td style="text-align: right;">\$22,098.34</td> </tr> <tr> <td style="text-align: right;">FFS Admin Fee</td> <td></td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td colspan="2">Total* IGT Transfer Amount:</td> <td style="text-align: right;">\$154,851.23</td> </tr> </table> <p><i>*Any differences are due to rounding.</i></p>			<u>Managed Care (MC)</u>			MC NFS #2		\$132,752.89	MC Admin Fee		\$0.00	<u>Fee For Service (FFS)</u>			FFS NFS #2		\$22,098.34	FFS Admin Fee		\$0.00	Total* IGT Transfer Amount:		\$154,851.23
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FFS NFS #2		\$22,098.34																					
FFS Admin Fee		\$0.00																					
Total* IGT Transfer Amount:		\$154,851.23																					

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

August 21, 2023

ITEM NO: F.

SUBJECT: Consideration of a Resolution Authorizing the Appointment of Mission Square Retirement Plan Sponsor

BACKGROUND: In order to provide a deferred compensation retirement plan, the City of Selma has been contracting with ICMA Retirement Corporation (ICMA-RC) to administer this benefit. Through this plan, City employees have the option of designating pre-tax savings toward retirement security. The benefit provides employee's flexibility in saving for retirement, and is a program that helps the City attract and retain skilled talent. ICMA-RC changed its name to Mission Square Retirement in March 2021.

DISCUSSION: Mission Square Retirement, formerly ICMA-RC, plan guidelines requires the governing body to pass a Resolution in order to change the authorized Plan Sponsor for the City. The responsibilities include:

- Receive all necessary reports, notices, etc. from Mission Square Retirement or Vantage Trust Company
- Cast, on behalf of the City, any required votes relating to the Vantage Trust Company
- Assign all administrative duties to carry out the Plan to the appropriate designee(s) within the City; and
- Execute all necessary agreements with the Mission Square Retirement incidental to the administration of the Plan.

The change in plan name, as well as plan sponsor, requires a new resolution.

RECOMMENDATION: Adoption of Resolution authorizing the appointment of Fernando Santillan, City Manager, as Plan Sponsor for Mission Square Retirement 457 Employee Defined Contribution Retirement Plan.

_____/s/
Janie Venegas
Human Resources Manager

August 16, 2023
Date

_____/s/
Fernando Santillan
City Manager

August 16, 2023
Date

RESOLUTION NO. 2023-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA AUTHORIZING THE APPOINTMENT
OF MISSION SQUARE RETIREMENT PLAN SPONSOR**

WHEREAS, the City of Selma ("City") is a municipality located in Selma, California; and,

WHEREAS, The City of Selma has employees that are rendering valuable services to the City; and,

WHEREAS, the establishment of a deferred compensation plan for City employees will serve the public interest by enabling the City to provide reasonable retirement security options for its employees, as a means to attract and retain skilled talent; and,

WHEREAS, the City Council has determined that the establishment of a deferred compensation plan ("the Plan") is to be administered by Mission Square Retirement in order to serve the above objectives; and,

WHEREAS, the City desires that its deferred compensation plan be administered by Mission Square Retirement, and that the funds held under such plan be invested in the Vantage Trust Company, a trust established by public employers for the collective investment of funds held under their retirement and deferred compensation plans; and

WHEREAS, the corporate authorities find that it is in the best interests of the City to establish the Plan, and have it administered by Mission Square Retirement.

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

Section 1. The above recitals are true and correct;

Section 2. The City Council hereby approves that Fernando Santillan, City Manager, shall be appointed as Plan Sponsor for the Mission Square Retirement Corporation 457 Employee Defined Contribution Retirement Plan with the following responsibilities related to the Plan: 1) coordinator of the Plan 2) receive all necessary reports, notices, etc. from Mission Square Retirement; 3) cast, on behalf of the City of Selma, any required votes related to the Vantage Trust Company; 4) assign all administrative duties to carry out the Plan to the appropriate designee(s) with the City of Selma; and 5) execute all necessary agreements with Mission Square Retirement incidental to the administration of the Plan.

Section 3. 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 21st day of August 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 MANAGER'S/STAFF'S REPORT
COUNCIL MEETING DATE:**

August 21, 2023

ITEM NO: G.

SUBJECT: Consideration of Rejection of Claim for Kathy Cantu, Claimant

DISCUSSION: The City of Selma received a claim from Kathy Cantu on July 28, 2023 for an incident that occurred on July 8, 2023. Ms. Cantu claims damage to her vehicle caused by a pothole in the roadway.

The City submitted the claim to the third-party administrator of liability claims, Acclamation Insurance Management Services (AIMS). AIMS concluded their investigation and are recommending the City reject the claim, thereby starting the six-month status of limitations deadline.

RECOMMENDATION: Approve the rejection of claim.

_____/s/
Janie Venegas
Human Resources Manager

August 16, 2023
Date

_____/s/
Fernando Santillan
City Manager

August 16, 2023
Date

CITY OF SELMA
CLAIM FORM

Human Resources
JUL 28 2023

Return completed form to: Risk Management
City of Selma
1710 Tucker Street
Selma, CA 93662
(559) 891-2200 Ext. 3100



CLAIM AGAINST City of Selma
(Please Type Or Print)
(Name of Entity)

Claimant's name: Kathy Cantu

SS#: _____ DOB: _____ Gender: Male _____ Female ☒

Claimant's address: _____ Telephone: _____

Address where notices about claim are to be sent, if different from above: same as above

Date of incident/accident: July 8, 2023 @ 9:45 pm

Date injuries, damages, or losses were discovered: July 8, 2023

Location of incident/accident: East bound Dinuba Avenue, just west of S. Thompson

What did entity or employee do to cause this loss, damage, or injury? pot hole in Road

(Use back of this form or separate sheet if necessary to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? _____

What specific injuries, damages, or losses did claimant receive? slashed tire from edge of

deep pot hole. Replacement of tire required. Missed one

(Use back of this form or separate sheet if necessary to answer this question in detail.)

full day of work to deal with towing & repair.

What amount of money is claimant seeking or, if the amount is in excess of \$10,000, which is the appropriate court of jurisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code 910(f)]

\$ 1,486.69

How was this amount calculated (please itemize)? Replacement of blown tire and labor,

= \$337.41 (see invoice), and 8 hrs of missed work @ \$118.66/hr

(Use back of this form or separate sheet if necessary to answer this question in detail.)

= \$949.28

Date Signed: 7-28-2023 Signature: _____

If signed by representative:

Representative's Name _____ Address _____

Telephone # _____

Relationship to Claimant _____

DIAGRAMS

General Diagram



Street Incidents



Dinuba Ave →

S. Thompson

From Side



View from



TOP







Tesla, Inc
2988 N Burl Ave
Fresno, CA, US 93727
Ph.:

Invoice

SERVICE DEPARTMENT HOURS
Mon-Fri 8:00a.m. - 5:00p.m
Saturday-Sunday Sat-Sun: Closed

B.A.R.# ARD00281248

Paid

Invoice date	Invoice number
10-Jul-2023	3000S0007458702
Due Date	
10-Jul-2023	
Date/Time Received	Date/Time Promised
10-Jul-2023 08:16:37	10-Jul-2023 11:30:42
Odometer In	Odometer Out
3584 Miles	3584 Miles
Ready Date	
10-Jul-2023 09:46:44	
Service Advisor	
Mario Guerra	

Bill To	Mobile Phone	Additional Phone	Vehicle Identification Number
Kathleen Cantu			
Selma, CA 93662			
Year	Model	License Plate Number	Colour
2023	MODEL 3	9GMT358	Pearl White Multi-Coat

Job Number	Description Of Work	Amount (USD)						
1	<p>Concern: Check tire pressure and condition</p> <p>. Inspected tire tread depth. Tire set nearing point of advised tire rotation Tread Depth Measure Type mm Tread depth - Record the lowest measurement across all groves Front Driver: 7 Front Passenger: 8 Back Driver: 6 Back Passenger: 6 Tire replacement recommended No Tire rotation recommended No</p> <p>Correction: Automated Tire Pressure Check (Adjustment Needed)</p> <p>Correction: Check Tire Tread Depth</p> <p>Pay Type: Goodwill - Service</p>	0.00						
2	<p>Concern: One Flat Tire - Wheels Impacted: Front Passenger</p> <p>Verified client concern. Inspected and found blow out on tire sidewall. Tire requires replacement. Replaced RH front tire, wheel balanced. Lug nuts torqued to factory recommendation. Verified proper fit and operation</p> <p>Correction: Tire - Front - RH (Remove & Replace)</p> <table><tr><th>Price</th><th>Adjustment</th><th>Subtotal</th></tr><tr><td>60.00</td><td>0.00</td><td>60.00</td></tr></table> <p>Parts Replaced or Added</p>	Price	Adjustment	Subtotal	60.00	0.00	60.00	501.00
Price	Adjustment	Subtotal						
60.00	0.00	60.00						

Part	Quantity	Unit Price	Price	Adjustment	Subtotal
TIRE, 235/35R20 92Y XL PIRELLI SUMMER PZ4(1044257-00-A)	1.00	436.00	436.00	0.00	436.00
TIRE DISPOSAL FEE(1025331-00-A)	1.00	5.00	5.00	0.00	5.00
Parts Subtotal 441.00					
Pay Type: Customer Pay					
Total Parts Amount 441.00					
Total Labor Amount 60.00					

Service Center hourly rate: USD 200

All parts are new unless otherwise specified.

You agree that: Tesla is not responsible for any personal items left in your vehicle; Tesla and its employees may access and operate your vehicle including on streets, highways, or public roadways for the sole purpose of testing and/or inspection of repairs; Tesla may update your vehicle's software in the course of a repair or as part of the standard vehicle maintenance process per your owner's manual and New Vehicle Limited Warranty; Tesla and its employees may access, download and use the information stored on your vehicle's data recorder to service and diagnose issues with your vehicle, and Tesla may store and aggregate such data for its own purposes; an express mechanic's lien is hereby acknowledged on your vehicle to secure the amount of repairs, storage and other applicable fees; the vehicle owner's insurance provides exclusive coverage for the vehicle while it is in Tesla's possession; and you may be charged storage fees of \$35/day from the fourth working day after you are notified that repairs on your vehicle are complete and that the vehicle is ready for pick up.

Total Parts (USD)	441.00
Total Labor (USD)	60.00
Discount	0.00
Pre-Tax Amount (USD)	501.00
Tax	36.41
Total Amount (USD)	537.41
Total Paid (USD)	537.41
Payment Due (USD)	0.00

Tesla disclaims all express or implied warranties with respect to any repairs or products used in repairs, except as may be set forth in your Tesla-issued New or Used Vehicle Limited Warranty, Tesla Parts, Body, and Paint Repair Limited Warranty or other extended service agreement. Tesla is not responsible for repairs not performed by, or components not installed by, Tesla. Any parts (including tires/wheels) removed or replaced by Tesla during vehicle service will become the property of Tesla. However, at the time you authorize repairs, you may request to receive (subject to any applicable core charge, which you agree to pay) or inspect replaced parts (excluding inflatable restraint system components), except body shop repair parts and parts required to be returned to the manufacturer or a third party under a warranty, trade-in or exchange agreement, which will only be presented to you for examination and not returned.

I authorize the repair work, including parts, materials and labor, on my vehicle to be done pursuant to the terms and conditions as set forth in this service agreement document.

Signature:

Date:

Warning: Motor vehicles contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

FullName:

A buyer of this product in California has the right to have this product serviced or repaired during the warranty period. The warranty period will be extended for the number of whole days that the product has been out of the buyer's hands for warranty repairs. If a defect exists within the warranty period, the warranty will not expire until the defect has been fixed. The warranty period will also be extended if the warranty repairs have not been performed due to delays caused by circumstances beyond the control of the buyer, or if the warranty repairs did not remedy the defect and the buyer notifies the manufacturer or seller of the failure of the repairs within 60 days after they were completed. If, after a reasonable number of attempts, the defect has not been fixed, the buyer may return this product for a replacement or a refund subject, in either case, to deduction of a reasonable charge for usage. This time extension does not affect the protections or remedies the buyer has under other laws.

You further agree and acknowledge that:

- Tesla is not responsible for loss or damage to the vehicle or any articles left in the vehicle in case of fire, theft, hail, wind, or any other causes beyond its control;
- Tesla personnel will turn off any photo or video capturing devices, such as dashboard cameras, once they receive the vehicle in preparation for service and your vehicle's Tesla dash cam will be enabled when you pick up your Tesla from this Service visit;
- Labor charges are not based solely on actual service personnel's time but are aggregate prices for specific services or repairs, which may include flat rates based on industry manuals and vehicle condition;
- Waste storage and disposal fees are charged separately when applicable to specific services or repairs, and represent costs and profits to Tesla which are calculated based on average annualized costs across Tesla service facilities;
- Items purchased over the counter or online directly from Tesla may be returned within 30 days with a proof of purchase and must be in their original and uninstalled condition with factory labeling attached and in factory packaging (if supplied);
- Tesla-branded parts purchased directly from Tesla over-the-counter, online or purchased and installed by Tesla Service are covered under the Tesla Parts, Body, and Paint Repair Limited Warranty for a period of 12 months subject to the applicable terms, conditions and exclusions and available at <https://www.tesla.com/support/vehicle-warranty>;
- All charges for repairs, including labor, parts and materials furnished, are due and payable simultaneously with the return of your vehicle or prior to return upon the expiration of three (3) working days after notice has been sent by Tesla that the vehicle is ready;
- If applicable, you have the right to choose the licensed repair shop where the damage to your vehicle will be repaired;
- All crash parts supplied meet the standards used in manufacturing the original equipment replaced;
- If any repair, storage and other applicable fees remain unpaid for thirty (30) days after a request for payment, Tesla may pursue collection and you will be responsible for paying all reasonable attorney's fees and costs for such collection;
- If provided a loaner or rental vehicle, the vehicle must be returned within 24 hours of such notification or a daily usage rate of up to \$100 USD and applicable fees will be charged until the return of such loaner vehicle;
- The repair work may not be completed prior to the date and time noted under Date/Time Promised and Tesla may adjust the estimated completion date upon notification to you and is not responsible for any delays caused by the unavailability of parts or parts shipments; and
- Tesla (and any of its subsidiaries) may contact you via emails, calls, SMS or other messages including through the Tesla app (collectively, "messages") to obtain authorization and provide updates regarding this Service visit and your vehicle. Standard SMS message and data rates may apply. You can withdraw your consent to receive automated SMS messages at any time by replying "STOP" or providing written notification to Tesla's customer representative.

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

August 21, 2023

ITEM NO: H.

SUBJECT: Consideration of Rejection of Claim for Natalie Mireles, Claimant

DISCUSSION: The City of Selma received a claim from Natalie Mireles on July 26, 2023 for an incident that occurred on March 12, 2023. Ms. Mireles claims flood damage to her vehicle caused by poor drainage and failure to clear debris in drainage system.

The City submitted the claim to the third-party administrator of liability claims, Acclamation Insurance Management Services (AIMS). AIMS concluded their investigation and are recommending the City reject the claim, thereby starting the six-month status of limitations deadline.

RECOMMENDATION: Approve the rejection of claim.

_____/s/
Janie Venegas
Human Resources Manager

August 16, 2023
Date

_____/s/
Fernando Santillan
City Manager

August 16, 2023
Date

CLAIM FORM

Human Resources

Return completed form to: Risk Management

City of Selma
1710 Tucker Street
Selma, CA 93662

(559) 891-2200 Ext. 3100

JUL 26 2023

Received



(Please Type Or Print)

CLAIM AGAINST

City of Selma

(Name of Entity)

Claimant's name:

Natalie Mireles

SS#:

DOB:

Gender: Male

Female ☒

Claimant's address:

Telephone

Address where notices about claim are to be sent, if different from above:

"Same as above"

Date of incident/accident:

3-12-23

Date injuries, damages, or losses were discovered:

3-12-23

(Reported to State Farm Ins 3-13-23)

Location of incident/accident:

Nelson Blvd (Close to) Mulberry St.

What did entity or employee do to cause this loss, damage, or injury?

Poor design - extremely small drainage system / Failure to clear debris if this on East side of Nelson Blvd (see pics) Clogged or Blocked

What are the names of the entity's employees who caused this injury, damage, or loss (if known)?

"City of Selma" Engineering / Public Works

What specific injuries, damages, or losses did claimant receive?

"Total Loss" to "2016 Mazda 4i Sport" - State Farm paid \$2,962.63 to lien holder.

(Use back of this form or separate sheet if necessary to answer this question in detail.)

State Farm paid me \$9,719.05 to purchase another car (see attached letter)

What amount of money is claimant seeking or, if the amount is in excess of \$10,000, which is the appropriate court of jurisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code 910(f)]

I am seeking \$1,000.00 deductible I paid due to this loss. I am also wanting the drainage system to be re-evaluated

How was this amount calculated (please itemize)?

See State Farm letter dated 5-05-23 (attached) noting my deductible for \$1,000.00

(Use back of this form or separate sheet if necessary to answer this question in detail.)

Date Signed:

7-26-23

Signature:

If signed by representative:

Representative's Name

Address

Telephone #

Relationship to Claimant

*The flooding gets progressively worse as you drive 'E' Bound down Nelson Blvd

and properly repaired the

By Engineering Dept. as the water from the rain (excessive) and hail storm caused water to enter inside of the vehicle which resulted in 1) motor ^(total) Damage 2) Front end damage to 3) mold damage inside vehicle. On the night of the loss my son was driving home late from work (from Fresno) and called me stating he was stranded on "Nelson" Blvd. and his car would not work due to severe flooding he unknowingly drove into at the East side of "Nelson" Blvd. The rain fall was described as knee deep and was able to enter his car. He was not able to back out due to the natural flow of traffic & he was in between 2 other cars.

DIAGRAMS

General Diagram

↑
North

* Please see diagram below and
Consider image of the flooding on
the night of 3-12-23. Please also
Consider pictures of drainage system
On "Nelson Blvd."

* flooding appeared progressively
worse by "The
Lake wood"
apartments

Street Incidents

↑
North

mobile home Park,
"Nelson Blvd"

Residential
Area

(Grass) Island street divider (Grass)
car (my car) car

Apartment
Complex

Gated
Community

stop sign

Residential
Area
"Mulberry street"

April 5, 2023

Natalie Mireles

Selma CA 93662-4500

State Farm Claims Office

PO Box 52250

Phoenix AZ 85072-2250

RE: Claim Number: 55-46S2-13N
Date of Loss: March 12, 2023
Vehicle: 2016 Mazda6 i Sport Automatic
VIN:
Mileage: 126718 (observed at the time of inspection)

Dear Natalie Mireles:

Your policy provides for payment of the actual cash value of your vehicle, less any applicable deductible for your total loss. Actual cash value is generally determined by the age, condition, equipment and mileage of your vehicle at the time the loss occurred.

As discussed on ****DATE OF CONVERSATION****, you have the option to retain or surrender your total loss vehicle. At this time, you have decided to surrender your total loss vehicle in exchange for the payment. Should you wish to retain your total loss vehicle, your policy provides:

Please contact us if you wish to retain your vehicle.

To assist us in determining actual cash value, we consider information obtained by our representatives, information provided by you, vehicle valuation services, and other sources. If you have additional information you wish us to consider, or if you believe we have not correctly determined the actual cash value of your vehicle, please contact us.

The amount payable to you was determined as follows:

Actual Cash Value	\$12,553.00
Plus: Taxes	\$1,048.18
Title Transfer	\$80.50
Subtotal	\$13,681.68
Less: Deductible	\$1000
Payment to Lien/Lease holder (if applicable)	\$2,962.63
Total Net Payable to You	\$9,719.05



March 12

10:22 PM

Edit



This kinda sad maybe she
needed them for he... See more

Like Reply

1 

Write a public comment...

**Bishop Matthews**Admin 17m • 

heads up street is flooded
on mccall and nelson



Like



Comment



Share

*Public "FaceBook" post "News in Selma"
Night of incident 3-12-23



Write a public comment...



From:
Subject: Re: Nelson Blvd improper
drainage system
Date: May 22, 2023 at 4:07:58 PM
To: Sylvial@cityofselma.com

I have not received a response regarding my concern.
Please respond or kindly call me with a follow up.

Kind Regards,

Natalie Mireles

Sent from my iPhone

On Apr 25, 2023, at 3:49 PM,
wrote:

Dear Mr. Hernandez,

I am attaching photos and proof of the "total loss" to my vehicle-"2016 Mazda 6 " as a result of extreme flooding from heavy rain/hailstorms on 3-12-23. The drainage system at the end (East side) of the street close to the gated community has an extremely small/

(Lakewood)

insufficient drainage system. On the night of the incident the water was knee deep. As a result of this poor drainage system, my car had total motor damage and water damage inside my car resulting in a mold problem (bio-hazard). Ultimately, my car was totaled by State Farm Insurance. This is a very busy street and residential/tenants living in apartments and nearby homes need straight away access with the utmost safety and passage that will not result in property damage or loss. Please consider my request to address this longstanding problem and make necessary repairs in prevention of further occurrences. Lastly, this was a very stressful and unnecessary situation that could have been easily prevented.

I appreciate it if you can kindly respond in writing to my request within 2 weeks of this correspondence

<image0.png>

<image1.jpeg>

<image2.png>

<image3.png>

<image4.jpeg>

<image5.png>

<image6.jpeg>

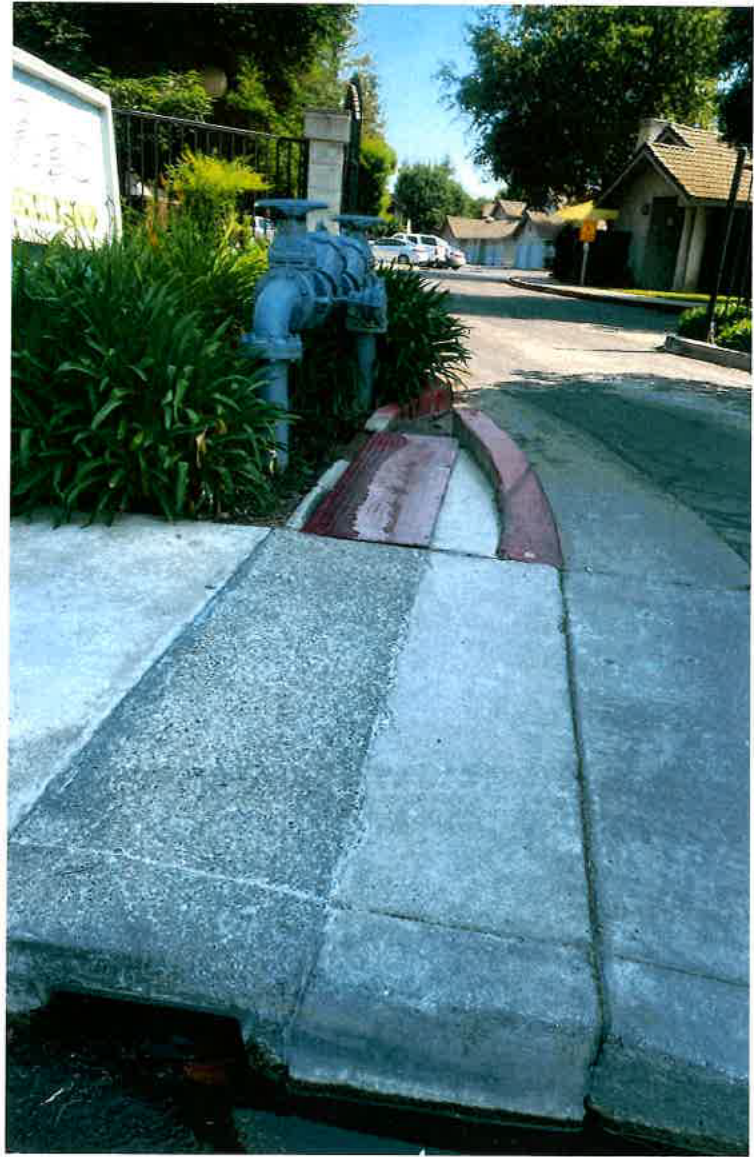
<image7.jpeg>

Kind Regards,

Natalie Mireles
Selma Resident

Sent from my iPhone





CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
82137	07/12/23	Printed	U.S. BANK CORPORATE PMT SYSTEM	ADMIN -CALCARD CHARGES 5/23/23-6/22/23	PARTIAL R	111,151.85
82138	07/12/23	Printed	U.S. BANK EQUIPMENT FINANCE	ADMIN -COPY MACHINE LEASES JULY 2023		2,533.87
82139	07/12/23	Printed	UNITY IT	PD -COMPUTER PROGRAMMING		4,929.02
82140	07/12/23	Printed	VALLEY COACH SERVICES INC.	REC -CHARTER SERVICE 6/15/23 SAN FRANCISCO		1,670.00
82141	07/12/23	Printed	VALLEY SHREDDING LLC	ADMIN -SHREDDING SERVICE		24.00
82142	07/12/23	Printed	VANIR CONSTRUCTION	COMM DEV -PROFESSIONAL SERVICES FEB 23	R	1,250.00
82143	07/12/23	Printed	VINCENT COMMUNICATIONS INC	THOMPSON PARK PROJECT FD - PROGRAMMING CABLE		135.59
82144	07/12/23	Printed	WASTE MANAGEMENT-USA WASTE	FIN -GARBAGE APRIL 2023		279,934.03
82145	07/12/23	Printed	WHITE CAP, L.P.	PW -SAFETY VESTS		753.24
82146	07/12/23	Printed	JORDAN WILLIAMS	ART C -ON YOUR FEET PIANIST		852.00
82147	07/12/23	Void		Void Check		0.00
82148	07/12/23	Void		Void Check		0.00
82149	07/12/23	Void		Void Check		0.00
82150	07/12/23	Void		Void Check		0.00
82151	07/12/23	Void		Void Check		0.00
82152	07/12/23	Void		Void Check		0.00
82153	07/12/23	Printed	YAMABE & HORN ENGINEERING, INC	ENGINEERING SERVICES -JUNE 2023	PARTIAL R	189,385.26
82154	07/20/23	Printed	ADVENTIST HEALTH TULARE	PD -BLOOD/ALCOHOL ANALYSIS JUNE 2023		292.00
82155	07/20/23	Printed	AT&T	ADMIN -TELEPHONE JUNE 2023		43.28
82156	07/20/23	Printed	AT&T	ADMIN -PD FIRE ALARM JUNE 2023		371.97
82157	07/20/23	Printed	AT&T	ADMIN -TELEPHONE 3/12-4/11/23		98.73
82158	07/20/23	Printed	AT&T	ADMIN -TELEPHONE 5/4-6/3/23		1,899.63
82159	07/20/23	Printed	AT&T	ADMIN -TELEPHONE 6/4-7/3/23		1,659.39
82160	07/20/23	Printed	AT&T	ADMIN -TELEPHONE 6/12-7/11/23		52.41
82161	07/20/23	Printed	AT&T	ADMIN -TELEPHONE 6/12-7/11/23		89.23
82162	07/20/23	Printed	MATT BEGINES	EMT RECERT REIMBURSEMENT		82.00
82163	07/20/23	Printed	JAY WESLEY BROCK / TOP DOG TRAINING CENTER	PD -K9 MAINTENANCE 7/3/23		270.00
82164	07/20/23	Printed	XAVIER BUENO	ART C -PIT MUSICIAN		550.00
82165	07/20/23	Printed	CALIFORNIA WATER SERVICE	ADMIN -WATER SERVICE JUN 2023		19,247.56
82166	07/20/23	Printed	CASCADE HEALTHCARE SERVICES	FD -BLS TRAINING		1,479.00
82167	07/20/23	Printed	COMCAST	ADMIN -PD TO FCSO JUNE 2023		697.72
82168	07/20/23	Printed	COMCAST	ADMIN -INTERNET SERVICE JULY 2023		821.45
82169	07/20/23	Printed	COMCAST	FD -INTERNET SERVICE 6/11-7/10/23		430.32
82170	07/20/23	Printed	CSJVRMA	HR -2023/2024 1ST QTR DEPOSIT		696,566.00
82171	07/20/23	Printed	KATHRYN A. CURTICE / RESUE WEST	FD -SRT COURSE 6/1/23-6/3/23		1,125.00
82172	07/20/23	Printed	DEPARTMENT OF JUSTICE	PD -FINGERPRINTS JUNE 2023		66.00
82173	07/20/23	Printed	DIVISION OF THE STATE	FIN -ADA FEE 4/1/23-6/30/23	R	141.20
82174	07/20/23	Printed	MICHAEL FIDALGO	ART C -VOCAL COACH FOR ON YOUR FEET		300.00
82175	07/20/23	Printed	FIRE RECOVERY EMS LLC	FD -AMBULANCE BILLING		37.87
82176	07/20/23	Printed	ETHAN KEALOHA FOSTER	ART C -NEXT TO NORMAL DRUMS		300.00
82177	07/20/23	Printed	FRESNO COUNTY SHERIFF	PD -RMS/JMS/CAD ACCESS FEES JUNE 2023		489.74
82178	07/20/23	Printed	FRESNO OXYGEN	FD -OXYGEN RENTALS		734.40
82179	07/20/23	Printed	ALEJANDRO GAUZIN	HR -SAFETY GLASSES REIMBURSEMENT		46.55
82180	07/20/23	Printed	DOMINIC GRIJALVA	ART C -REIMBURSEMENT FOR FACEBOOK ADVERTISING		141.63
82181	07/20/23	Printed	NATHANIEL GRISBY	ART C -PIT MUSICIAN		600.00
82182	07/20/23	Printed	GUZMAN LANDSCAPING	FIN -BUSINESS LIC OVERPAYMENT REIMBURSEMENT		5.00
82183	07/20/23	Printed	HEALTHEDGE ADMINISTRATORS INC.	HR -DENTAL CLAIMS 7/12/23		3,828.73
82184	07/20/23	Printed	HENRY SCHEIN INC.	FD -MEDICAL SUPPLIES		2,500.86
82185	07/20/23	Printed	RAUL R HERRERA JR / ECN POLYGRAPH	HR -POLYGRAPH SERVICES 6/23/23		250.00
82186	07/20/23	Printed	IMPERIAL HEALTH PLAN MEDICAL	FD -AMBULANCE OVERPAYMENT REIMB		411.69
82187	07/20/23	Printed	J'S COMMUNICATION INC.	PD -SERVICE AGREEMENT JULY 2023		446.00
82188	07/20/23	Printed	KENT M KAWOGOE, PHD	HR -PRE EMPLOYMENT PSYCH EXAMS MAY & JUNE 2023		1,300.00
82189	07/20/23	Printed	AARNE KELA	ART C -ON YOUR FEET MUSIC DIRECTOR		750.00
82190	07/20/23	Printed	KOEFRAN INDUSTRIES, INC.	PD -EMPTY ANIMAL CONTROL FREEZER		163.86
82191	07/20/23	Printed	JACK STEWART LANDSEADEL	ART C -ON YOUR FEET 6/16-7/1/23		250.00
82192	07/20/23	Printed	LEXISNEXIS COPLOGIC SOLUTIONS	PD -ONLINE REPORTING SYSTEM MAY 2023		960.00

CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
82193	07/20/23	Printed	LIBERTY CHEVROLET	PD -2023 CHEVROLET TRAVERSE		42,240.46
82194	07/20/23	Printed	LIFE-ASSIST INC.	FD -MEDICAL SUPPLIES		1,432.79
82195	07/20/23	Printed	HEATHER MCCOY / CENTRAL VALLEY FORENSIC NURSING	PD -VICTIM EXAM 23-3725		1,000.00
82196	07/20/23	Printed	MEDLINE INDUSTRIES, INC.	FD -MEDICAL SUPPLIES		727.35
82197	07/20/23	Printed	STEVEN MONTALVO	ART C -CHOREOGRAPHY FOR ON YOUR FEET		500.00
82198	07/20/23	Void		Void Check		0.00
82199	07/20/23	Printed	ODP BUSINESS SOLUTIONS LLC	ADMIN -OFFICE SUPPLIES		1,775.36
82200	07/20/23	Printed	PG&E	ADMIN -UTILITIES JULY 2023		71.57
82201	07/20/23	Printed	PROFESSIONAL PRINT & MAIL, INC	ADMIN -ENVELOPES		336.46
82202	07/20/23	Printed	SAVING ALL CHILDREN / FAMILY HEALING CENTER	PD -FAMILY HEALING CENTER SERVICES		1,000.00
82203	07/20/23	Printed	SURVEILLANCE INTEGRATION INC.	PD -CITY CAMERA MAINTENANCE		11,762.89
82204	07/20/23	Printed	TEC GROUP INC.	HR -TECHNICIAN 7/09/23		1,960.69
82205	07/20/23	Printed	ANDREW TREVINO / NEXT LEVEL ENTERTAINMENT	REC -JULY 4TH SOUND & LIGHTING		5,400.00
82206	07/20/23	Printed	TURF STAR, INC	PW -VENTRAC TRACTOR		51,892.36
82207	07/20/23	Printed	UNITY IT	PD -COMPUTER PROGRAMMING		8,442.56
82208	07/20/23	Printed	VERIZON	FD -VEHICLE TRACKING JUN 2023		94.75
82209	07/20/23	Printed	VERIZON WIRELESS	ADMIN -TELEPHONE/MDT'S 5/19/23-6/18/23		3,148.78
82210	07/20/23	Printed	VINCENT COMMUNICATIONS INC	FD -RADIOS & REPAIR		6,115.62
82211	07/20/23	Printed	WEST VALLEY CONSTRUCTION CO.	PW -REPAIR SINKHOLE A,B,C ST		3,930.47
82212	07/20/23	Printed	JESSICA WILLIAMS	ART C -PIT MUSICIAN		250.00
82213	07/20/23	Printed	DANIEL YAMAMOTO	ART C -PIT MUSICIAN		250.00
82214	07/27/23	Printed	ACTIVE911, INC.	FD -ALERTING SUBSCRIPTION		600.00
82215	07/27/23	Printed	ADVENTIST HEALTH	FD -AMBULANCE OVERPAYMENT REIMB		405.20
82216	07/27/23	Printed	ADVENTIST HEALTH CENTRAL	FD -AMBULANCE OVERPAYMENT REIMB		2,500.00
82217	07/27/23	Printed	AMERICAN PUBLIC WORKS ASSOCIATION	PW -MEMBERSHIP FEE		764.00
82218	07/27/23	Printed	KATHLEEN AMPARAN	FD -AMBULANCE OVERPAYMENT REIMB		169.40
82219	07/27/23	Printed	AT&T	ADMIN -TELEPHONE JULY 2023		48.11
82220	07/27/23	Printed	AT&T	FIN -INTERNET FOR WEED & SEED 7/11-8/10/23		84.89
82221	07/27/23	Printed	AT&T MOBILITY	ADMIN -TELEPHONE/MDT'S 6/12/23-7/11/23		1,780.70
82222	07/27/23	Printed	BENNY BACA / COOL AIR SPECIALTY	PW -REPLACED BELT EVAP COOLER FIRE STA 1, INSTALLED MINI SPLIT HR OFFICE, RECHARGED NORTH AC UNIT FIRE ADMIN		5,414.00
82223	07/27/23	Printed	LIANA J. BRIGHAM / PICTURE THIS EMBROIDERY	PW -SUMMER SHIRTS		1,814.32
82224	07/27/23	Printed	CALIFITNESS INC.	FD -FITNESS EQUIPMENT MAINT.		295.00
82225	07/27/23	Printed	ROD CARSEY	BLDG -PLAN CHECKS MAY 2023		9,766.77
82226	07/27/23	Printed	DELIA CASTILLO	FIN -REFUND FOR DOUBLE BILLED REFUSE CHARGE 2335 ORANGE		404.76
82227	07/27/23	Printed	CENTRAL CALIFORNIA ELECTRONICS	PD -FIRE ALARM MONITORING		120.00
82228	07/27/23	Printed	CENTRAL SANITARY SUPPLY, LLC.	PW -JANITORIAL SUPPLIES		370.32
82229	07/27/23	Printed	CIGNA HEALTH PLANS	FD -AMBULANCE OVERPAYMENT REIMB		781.07
82230	07/27/23	Printed	CONSOLIDATED ELECTRICAL	PW- DECORATIVE STREET LIGHT POLE FOR MCCALL & ARRANTS		12,660.09
82231	07/27/23	Printed	CORELOGIC SOLUTIONS LLC	ADMIN -REALQUEST SERVICES JUNE 2023		481.25
82232	07/27/23	Printed	DATAPATH LLC	ADMIN -NETCARE/ON SITE SUPPORT JULY 2023		9,844.00
82233	07/27/23	Printed	DEPARTMENT OF JUSTICE	HR -FINGERPRINTING JUNE 2023		64.00
82234	07/27/23	Void	DON BERRY CONSTRUCTION INC.	PW -BARBA ST RECONSTRUCTION		0.00
82235	07/27/23	Printed	EBMS INSURANCE	FD -AMBULANCE OVERPAYMENT REIMB		552.01
82236	07/27/23	Printed	EBMS INSURANCE	FD -AMBULANCE OVERPAYMENT REIMB		529.57
82237	07/27/23	Printed	FIRE APPARATUS SOLUTIONS	FD -DOOR REPAIR TRUCK 111		43,312.76
82238	07/27/23	Printed	FRESNO COUNTY FIRE	FD -DISPATCHING SERVICES 1/1/23-6/30/23		13,123.08
82239	07/27/23	Printed	FRESNO COUNTY SHERIFF	PD -PRISONER PROCESSING 4/1/23-6/30/23		335.50
82240	07/27/23	Printed	FRESNO ECONOMIC OPPORTUNITIES	SENIOR C -SENIOR MEALS JUNE 2023		2,535.26
82241	07/27/23	Printed	FRESNO OXYGEN	FD -OXYGEN RENTALS		253.56
82242	07/27/23	Printed	GAR BENNETT LLC	PW -IRRIGATION SUPPLIES		118.84
82243	07/27/23	Printed	GEIL ENTERPRISES INC	FD -JANITORIAL SERVICES JULY 2023		4,686.00
82244	07/27/23	Printed	HEALTHEDGE ADMINISTRATORS INC.	HR -DENTAL CLAIMS 7/19/23		1,160.00
82245	07/27/23	Printed	ANNE HENDRICKSON	ART C -ON YOUR FEET MUSICIAN		250.00
82246	07/27/23	Printed	LANDON HOLLMAN	FD -FUEL REIMB.		83.35

CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
82247	07/27/23	Printed	IRG MASTER HOLDINGS, LLC	FIN -CVTC AUGUST 2023 RENT	R	11,449.31
82248	07/27/23	Printed	KAISER PERMANENTE	FD -AMBULANCE OVERPAYMENT REIMB		1,284.75
82249	07/27/23	Printed	JEFF KESTLY	HR -MEDICAL PREMIUM REIMB JULY 2023		178.85
82250	07/27/23	Printed	KINGS INDUSTRIAL OCCUPATION	HR -PHISICALS & DRUG TESTS		2,338.56
82251	07/27/23	Printed	MATTHEW NEIL KRENTZ	ART C -SUPPLIES REIMB.		713.82
82252	07/27/23	Printed	MATTHEW NEIL KRENTZ	ART C -ON YOUR FEET SET CONSTRUCTION STIPEND		550.00
82253	07/27/23	Printed	LIBERTY CHEVROLET	PD -2023 CHEVROLET TRAVERSE		39,642.75
82254	07/27/23	Printed	SAMANTHA LOPEZ	REC -SPECIAL EVENT STAFF TIME REFUND		85.00
82255	07/27/23	Printed	METRO UNIFORM	PD -REVOLVING ACCT	R	1,499.99
82256	07/27/23	Printed	MICHAEL C. NELSON / NELSON'S ACE HARDWARE	PW -LIGHT PANELS FOR SALAZAR CENTER		655.44
82257	07/27/23	Printed	ODP BUSINESS SOLUTIONS LLC	ADMIN -OFFICE SUPPLIES		659.94
82258	07/27/23	Printed	PG&E	ADMIN -UTILITIES JULY 2023		13.90
82259	07/27/23	Printed	PG&E	ADMIN -UTILITIES JULY 2023		40,744.28
82260	07/27/23	Printed	PG&E	ADMIN -UTILITIES JULY 2023		144.88
82261	07/27/23	Printed	PG&E	ADMIN -UTILITIES JULY 2023759.		759.09
82262	07/27/23	Printed	PG&E	ADMIN -UTILITIES JULY 2023		15.96
82263	07/27/23	Printed	QUAD KNOPF, INC.	COMM DEV -PLANNING SERVICES 5/14-6/10/23	PARTIAL R	9,939.16
82264	07/27/23	Printed	ROSARIO RAMOS JR	BLDG -REFUND PERMIT 23-13		455.00
82265	07/27/23	Printed	REGIONAL GOVERNMENT SERVICES	ADMIN -CONTRACT SERVICES JUNE 2023		7,150.00
82266	07/27/23	Printed	MARY BERNUDEZ REYNA	FD -AMBULANCE OVERPAYMENT REIMB		75.00
82267	07/27/23	Printed	ELMO JOHN ROSSOTTI	PW -WELD COVER PLATES ACCESS ON LIGHT - RINGO PARK FIELD		110.00
82268	07/27/23	Printed	DEBORAH K ROWE	FD -STATION 2 SUPPLIES REIMB.		116.69
82269	07/27/23	Printed	RRM DESIGN GROUP	COMM DEV -THOMPSON PARK PROJECT	G	8,021.00
82270	07/27/23	Printed	JOE RUIZ III	FD -STATION SUPPLIES REIMB.		53.02
82271	07/27/23	Printed	KATHLEEN S RUIZ	FD -AMBULANCE OVERPAYMENT REIMB		200.00
82272	07/27/23	Printed	SECOND CHANCE ANIMAL SHELTER	ADMIN -MONTHLY SUPPORT AUGUST 2023		30,000.00
82273	07/27/23	Printed	SUPERIOR VISION INSURANCE INC	HR -VISION INSURANCE AUG 2023		2,404.92
82274	07/27/23	Printed	TARGET SPECIALTY PRODUCTS	PW -HERBICIDES/ROUND UP		1,461.16
82275	07/27/23	Printed	TEC GROUP INC.	HR -TECHNICIAN 7/16/23		4,235.27
82276	07/27/23	Printed	THE CRISCOM COMPANY	ADMIN -LEGISLATVE ADVOCACY AUGUST 2023		4,500.00
82277	07/27/23	Printed	THE MOWER'S EDGE INC.	PW -PREMIUM BELTS FOR EDGERS		468.86
82278	07/27/23	Printed	UMPQUA BANK	FIN -2015 REFI BOND		40,518.83
82279	07/27/23	Printed	VANIR CONSTRUCTION	COMM DEV -THOMPSON PARK MARCH 2023		2,615.00
82280	07/27/23	Printed	DANIEL VIVEROS	PW -REPAIR FENCE AT SHAFER PARK		275.00
82281	07/27/23	Printed	JESSICA VIVEROS	REC -EVENT CANCELLATION PV 7/15/23		25.00
82282	07/27/23	Printed	BRIELLE YANG	ART C -ON YOUR FEET COSTUME DESIGN		300.00
82283	07/27/23	Printed	ZUMAR INDUSTRIES, INC.	PW -FLAT BLADE ANCHORS & SQUARE POSTS		2,211.29
82284	07/31/23	Printed	DON BERRY CONSTRUCTION INC.	PW -CIP STILLMAN ST & HIGH ST ROAD IMPROVEMENT		45,744.55
82285	07/31/23	Printed	R.J. BERRY JR. INC.	BARBARA ST RECONSTRUCTION		278,764.43
82286	08/01/23	Printed	EDWARD ANTHONY LIPKA	PW -CAL/OSHA & NFPA 70E TRAINING		1,725.00
TOTAL						2,131,863.70

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

WIRE/EFT			
07/27/23	US BANK	2017 GENERAL BONDS	156,431.25
07/27/23	US BANK	2022 PENSION OBLIGATION BOND	601,690.05

US BANK INVOICE FOR CALCARD CHARGES: 5/23/23-6/22/23

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
ALEJANDRO ALVAREZ	6/7/2023	AMAZON	REVOLVING ACCOUNT - DUTY BOOTS	100-0000-123.010.000	123.42
ALEJANDRO ALVAREZ	6/10/2023	THE HOME DEPOT	COMMUNITY COVER UP SUPPLIES	100-2200-600.250.000	126.53
AMY SMART	4/26/2023	NPR	TRAINING BOOK	100-4700-610.920.000	101.09
AMY SMART	5/23/2023	SURF THRU	PRIUS #321 CAR WASH	100-4100-610.920.000	10.00
AMY SMART	5/23/2023	WALMART	PW APPRECIATION WEEK ICE CREAM EVENT	100-5300-600.250.000	91.23
AMY SMART	5/24/2023	FOODS CO	PW APPRECIATION WEEK ICE CREAM EVENT	100-5300-600.250.000	52.42
AMY SMART	5/25/2023	DOLLAR TREE	PW APPRECIATION WEEK LUAU EVENT	100-5300-600.250.000	21.45
AMY SMART	5/25/2023	DOLLAR TREE	PW APPRECIATION WEEK LUAU EVENT	100-5300-600.250.000	16.09
AMY SMART	5/25/2023	SAVEMART	PW APPRECIATION WEEK LUAU EVENT	100-5300-600.250.000	29.05
AMY SMART	5/26/2023	ANN'S DONUT	PW APPRECIATION WEEK TRAINING	100-5300-610.915.000	42.50
AMY SMART	6/15/2023	SAL'S	NEW EMPLOYEE MEETING	100-4100-610.920.000	38.82
AMY SMART	6/16/2023	ANN'S DONUT	PW TRAINING	100-5300-610.915.000	32.50
ANDREW GUZMAN	5/23/2023	METRO UNIFORM	LONG SLEEVE UNIFORM WITH PATCHES FOR LEGENDS OFFICER DISPLAY PER CHIEF ALCARAZ	100-2100-600.250.000	28.55
ANDREW GUZMAN	5/23/2023	PETCO	DOG FOOD FOR K-9	100-2200-600.400.700	133.92
ANDREW GUZMAN	5/23/2023	JACK'S GAS	FUEL	701-9200-600.257.000	33.05
ANDREW GUZMAN	6/5/2023	THE BEARS DEN	DONUTS FOR SWEARING IN CEREMONY	100-2100-600.250.000	46.80
ANTHONY RIVAS	5/23/2023	WALMART	BATTERIES - OFFICE SUPPLIES	100-1600-600.100.000	9.51
ANTHONY RIVAS	5/23/2023	WALMART	TABLECLOTH - BADGE PINNING	100-2550-600.250.000	13.00
ANTHONY RIVAS	5/23/2023	WALMART	SUPPLIES FOR BADGE PINNING	100-2550-600.250.000	83.79
ANTHONY RIVAS	5/23/2023	DOLLAR TREE	SUPPLIES FOR BADGE PINNING	100-2550-600.250.000	43.49
CALEB GARCIA	5/28/2023	AMAZON MARKETPLACE, WA	EQUIPMENT-ACT	269-2100-600.350.000	81.26
CALEB GARCIA	5/30/2023	SHELL OIL, FRESNO CA	FUEL-ACT	269-2100-600.257.000	75.12
CALEB GARCIA	6/1/2023	CIRCLE K, FRESNO CA	FUEL-ACT	269-2100-600.257.000	89.33
CALEB GARCIA	6/7/2023	CHEVRON, FRESNO CA	FUEL-ACT	269-2100-600.257.000	84.53
CALEB GARCIA	6/10/2023	511 TACTICAL, FRESNO CA	EQUIPMENT-ACT	269-2100-600.350.000	493.89
CALEB GARCIA	6/19/2023	CHEVRON, FRESNO CA	FUEL-ACT	269-2100-600.257.000	103.28
CASSY FAIN	6/7/2023	FIVE0 TRAINING	290 TRAINING	100-2100-610.915.000	200.00
CASSY FAIN	6/7/2023	FIVE0 TRAINING	290 TRAINING	100-2100-610.915.000	200.00
CASSY FAIN	6/20/2023	CHEVRON	FUEL	701-9200-600-257.000	78.41
CITY OF SELMA FIRE QRT MST	5/27/2023	FIRE SAFETY USA	D111 SCBA BRACKET FOR TRUCK	100-2525-600.250.000	56.85
CITY OF SELMA FIRE QRT MST	6/4/2023	THE HOME DEPOT	TRAINING SUPPLIES	295-2525-610.915.000	94.77
CITY OF SELMA FIRE QRT MST	6/7/2023	AMAZON	HQ-BED FRAME	111-2500-600.250.000	260.32
CITY OF SELMA FIRE QRT MST	6/13/2023	NELSONS ACE HARDWARE	TRAINING ITEMS PROPS	295-2525-610.915.000	41.63
CITY OF SELMA FIRE QRT MST	6/13/2023	THE HOME DEPOT	TRAINING ITEMS TOWER	295-2525-610.915.000	40.21
CITY OF SELMA FIRE QRT MST	6/20/2023	EXPRESS ALTERATIONS	PPE ALTERATIONS	100-2525-600.476.000	160.00
CITY OF SELMA SNG RES1	6/10/2023	BEST-BUY	SURFACE CHARGING CABLES	100-2525-600.250.000	195.00
CITY OF SELMA STATION 1	5/21/2023	THE HOME DEPOT	SHORE LINE CONNECTOR	701-9200-600.256.000	38.10
CITY OF SELMA STATION 1	5/22/2023	FOOD 4 LESS	EMS WEEK	600-2600-600.250.000	46.48
CITY OF SELMA STATION 1	5/23/2023	NAPA AUTO PARTS	CHIEF 110 TRUCK (PARTS)	701-9200-600.256.000	21.29
CITY OF SELMA STATION 1	6/2/2023	WAL-MART	WATER/CLEANING SUPPLIES	100-2525-600.250.000	133.79
CITY OF SELMA STATION 1	6/7/2023	THE HOME DEPOT	BATTERIES	100-2525-600.250.000	18.30
CITY OF SELMA STATION 1	6/15/2023	THE HOME DEPOT	CARPET CLEANER FOR HQ	100-2525-600.250.000	28.83
CITY OF SELMA STATION 1	6/16/2023	NAPA AUTO PARTS	OIL FOR NEW GENERATOR	701-9200-600.254.000	10.08
CITY OF SELMA STATION 2	5/21/2023	THE HOME DEPOT	ST. 2 SUPPLIES	100-2525-600.250.000	13.95
CITY OF SELMA STATION 2	5/22/2023	THE HOME DEPOT	ST. 2 WINDOW TINT/REFRIGERATOR FILTER	100-2525-600.250.000	209.22
CITY OF SELMA STATION 2	5/24/2023	AMAZON	ST. 2 MOP BUCKET	100-2525-600.250.000	70.50
CITY OF SELMA STATION 2	6/1/2023	WAL-MART	ST. 2 WATER & GATORADE	100-2525-600.250.000	132.32
CITY OF SELMA STATION 2	6/19/2023	WAL-MART	STATION SUPPLIES	100-2525-600.250.000	57.40
CITY OF SELMA STATION 2	6/21/2023	WAL-MART	HQ-DRAPES FROM ROOM	100-2525-600.250.000	16.25
CITY OF SELMA TRAINING DIV	5/23/2023	WALMART	SANDWICHES FOR PINNING CEREMONY	100-2525-600.250.000	150.00
CITY OF SELMA TRAINING DIV	5/26/2023	AMAZON	AVERY FILE FOLDER LABELS	100-1600-600.100.000	124.11

US BANK INVOICE FOR CALCARD CHARGES: 5/23/23-6/22/23

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
CITY OF SELMA TRAINING DIV	6/1/2023	NAVA BROTHERS	SQ 111 DETAIL	701-9200-600.400.000	546.00
CITY OF SELMA TRAINING DIV	6/5/2023	AMAZON	OFFICE SUPPLIES	100-1600-600.100.000	298.26
CITY OF SELMA TRAINING DIV	6/12/2023	NAVA BROTHERS	UNIT 318 CAR WASH	701-9200-600.400.000	42.00
CITY OF SELMA TRAINING DIV	6/15/2023	PRECISION TRAINING	STRIKE TEAM LEADER	295-2525-610.915.000	624.00
CITY OF SELMA TRAINING DIV	6/16/2023	HAMPTON INN	STRIKE TEAM LEADER	295-2525-610.915.000	339.60
CITY OF SELMA TRAINING DIV	6/21/2023	MATTRESS FIRM	HQ BED	111-2500-600.250.000	1,207.80
EMS DIVISION 550	5/31/2023	CHEVRON	FUEL	701-9200-600.257.000	90.02
EMS DIVISION 550	6/2/2023	SHELL	FUEL	701-9200-600.257.000	97.78
EMS DIVISION 550	6/7/2023	CHEVRON	FUEL	701-9200-600.257.000	100.17
EMS DIVISION 550	6/12/2023	3/16/1900	FUEL	701-9200-600.257.000	103.00
EMS DIVISION 552	5/21/2023	FOWLER JQ	FUEL	701-9200-600.257.000	100.00
EMS DIVISION 552	5/24/2023	CIRCLE K	FUEL	701-9200-600.257.000	55.35
EMS DIVISION 552	5/25/2023	SNAP ROSE FOOD STORE	FUEL	701-9200-600.257.001	94.29
EMS DIVISION 552	6/3/2023	THE HOME DEPOT	SAFETY VESTS	600-2600-600.250.000	155.36
EMS DIVISION 552	6/13/2023	CIRCLE K	FUEL	701-9200-600.257.000	23.57
EMS DIVISION 552	6/14/2023	CHEVRON	FUEL	701-9200-600.257.000	113.17
EMS DIVISION 553	6/1/2023	WAL-MART	SUPPLIES	600-2600-600.250.000	4.85
EMS DIVISION 553	6/13/2023	WAL-MART	SUPPLIES	600-2600-600.250.000	94.93
EMS DIVISION 553	6/16/2023	SHELL	FUEL	701-9200-600.257.000	137.79
EMS DIVISION 553	6/19/2023	ARCO	FUEL	701-9200-600.257.000	94.00
EMS DIVISION 553	6/21/2023	BIG 5 SPORTING GOODS	EMS TRAINING	600-2600-610.915.000	130.06
FABIAN URESTI	5/24/2023	AMAZON	PICTURE FRAMES -HQ	100-2550-600.250.000	115.89
FABIAN URESTI	5/24/2023	WAL-MART	EMS WEEK-MEAL	600-2600-600.250.000	164.52
FABIAN URESTI	6/11/2023	WAL-MART	LAMP-ST. 3 & WATER FILTER	600-2600-600.250.000	93.26
FABIAN URESTI	6/19/2023	KATCH ENVIRONMENTAL, INC.	MOLD TEST ST. 3	600-2600-600.400.000	648.90
FERNANDO MORAN	5/23/2023	HOME DEPOT	WRENCHES, SAW BLADES-PARKS	100-5300-600.305.000	80.17
FERNANDO MORAN	5/23/2023	HOME DEPOT	250FT LINE W/REEL-PARKS	100-5300-600.305.000	7.02
FERNANDO MORAN	5/25/2023	HOME DEPOT	SPRAY PAINT - SHAFER PARK PLAYGROUND	456-4100-700.100.000	14.06
FERNANDO MORAN	5/27/2023	AMAZON	WIDE BRIM HATS - PARKS	100-5300-600.300.000	69.40
FERNANDO MORAN	5/27/2023	AMAZON	WIDE BRIM HATS - STREETS	210-5400-600.300.000	69.40
FERNANDO MORAN	5/27/2023	AMAZON	WIDE BRIM HATS - BLDGS.	702-9300-600.300.000	69.40
FERNANDO MORAN	5/31/2023	NELSON'S ACE HARDWARE	PAINT,PRIMER,BOLTS,KEYS-PARKS	100-5300-600.250.000	104.67
FERNANDO MORAN	5/31/2023	NELSON'S ACE HARDWARE	4LB AXE-PARKS	100-5300-600.305.000	83.98
FERNANDO MORAN	5/31/2023	HOME DEPOT	24" PIPE WRENCH-PARKS	100-5300-600.305.000	49.98
FERNANDO MORAN	5/31/2023	HOME DEPOT	BATTERIES-LLMD'S	220-5300-600.250.000	101.16
FERNANDO MORAN	6/1/2023	HOME DEPOT	PLUMBING REPAIR SUPPLIES-SHAFER PARK RESTROOMS	702-9300-600.370.000	134.43
FERNANDO MORAN	6/5/2023	HOME DEPOT	10 GALLON TRASH CAN-CITY YARD	702-9300-600.250.000	14.07
FERNANDO MORAN	6/6/2023	NELSON'S ACE HARDWARE	PAINT SUPPLIES-PARKS	100-5300-600.250.000	120.56
FERNANDO MORAN	6/6/2023	O'REILLY AUTO PARTS	75 PC IMPACT,HEX BITS, PLIERS-PARKS	100-5300-600.305.000	82.68
FERNANDO MORAN	6/6/2023	NELSON'S ACE HARDWARE	BACKPACK SPRAYER/2 GALLON COOLER-PARKS	100-5300-600.305.000	147.97
FERNANDO MORAN	6/7/2023	HOME DEPOT	PADLOCKS, MULTI PURPOSE TOOL-PARKS	100-5300-600.250.000	77.13
FERNANDO MORAN	6/7/2023	HOME DEPOT	HEAT GUN-PARKS	100-5300-600.305.000	49.00
FERNANDO MORAN	6/12/2023	HOME DEPOT	TREE POTTING MIX-SHAFER PARK	100-5300-600.250.000	51.97
FERNANDO MORAN	6/14/2023	HOME DEPOT	INSECT KILLER-SHAFER PARK	100-5300-600.250.000	32.44
FERNANDO MORAN	6/15/2023	AMAZON	URINAL SPLASH GUARDS-BLDGS.	702-9300-600.250.000	27.12
FERNANDO MORAN	6/19/2023	NELSON'S ACE HARDWARE	PAINT SUPPLIES-SHAFER PARK	100-5300-600.360.000	114.17
FERNANDO MORAN	6/20/2023	HOME DEPOT	SCREWS/DRILL IMPACT SET-PARK TOOLS	100-5300-600.305.000	353.28
FERNANDO MORAN	6/20/2023	HOME DEPOT	WEATHER STRIP-BLDGS.	702-9300-600.370.000	21.97
FERNANDO SANTILLAN	5/24/2023	LEGENDS TAP HOUSE & GRILL	MEET WITH M. BALLIET (CONSULTANT TRASH RFP)	100-1300-920.000.000	51.86
FERNANDO SANTILLAN	6/1/2023	NESPRESSO	OFFICE SUPPLIES	100-1300-600.250.000	88.11
FERNANDO SANTILLAN	6/5/2023	MONDAY.COM	SUBSCRIPTION	100-1300-610.900.000	360.00

US BANK INVOICE FOR CALCARD CHARGES: 5/23/23-6/22/23

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
FERNANDO SANTILLAN	6/8/2023	MAX'S BRUNCH HOUSE	MEET WITH J. DOYEL (PW ASSESSMENT)	100-1300-610.920.000	47.83
FERNANDO SANTILLAN	6/9/2023	LEAGUE OF CALIFORNIA CITIES	CONFERENCE REGISTRATION: BEV CHO	100-1300-610.920.000	650.00
FERNANDO SANTILLAN	6/9/2023	LEAGUE OF CALIFORNIA CITIES	CONFERENCE REGISTRATION: SCOTT ROBERTSON	100-1300-610.920.000	650.00
FERNANDO SANTILLAN	6/9/2023	LEAGUE OF CALIFORNIA CITIES	CONFERENCE REGISTRATION: SARAH GUERRA	100-1300-610.920.000	650.00
FERNANDO SANTILLAN	6/9/2023	LEAGUE OF CALIFORNIA CITIES	CONFERENCE REGISTRATION: BLANCA MENDOZA-NAVARRO	100-1300-610.920.000	650.00
FERNANDO SANTILLAN	6/12/2023	FRESNO BEE	SUBSCRIPTION	100-1300-610.900.000	15.99
FERNANDO SANTILLAN	6/12/2023	G'S RISTORANTE	MEET WITH A. SMART (ANNUAL EVALUATION)	100-1300-610.920.000	56.93
FERNANDO SANTILLAN	6/13/2023	MONDAY.COM	SUBSCRIPTION	100-1300-610.920.000	247.74
FERNANDO SANTILLAN	6/14/2023	ICMA	CONFERENCE REGISTRATION: TIFFANY FLORES	100-1300-610.920.000	1,580.00
FERNANDO SANTILLAN	6/14/2023	LEGENDS TAP HOUSE & GRILL	MEET WITH A. AGUIRRE, J. KEENE (ONBOARDING)	100-1300-610.920.000	85.62
FERNANDO SANTILLAN	6/15/2023	MONDAY.COM	SUBSCRIPTION	100-1300-610.920.000	363.23
FERNANDO SANTILLAN	6/15/2023	ICMA	CONFERENCE REGISTRATION: FERNANDO SANTILLAN	100-1300-610.920.000	790.00
FERNANDO SANTILLAN	6/15/2023	ALLIANZ	CONFERENCE: FLIGHT INSURANCE	100-1300-610.920.000	39.43
FERNANDO SANTILLAN	6/15/2023	AMERICAN AIRLINES	CONFERENCE: FLIGHT	100-1300-610.920.000	492.86
FERNANDO SANTILLAN	6/19/2023	MONDAY.COM	SUBSCRIPTION	100-1300-610.900.000	1,930.32
FINANCE DEPARTMENT	5/22/2023	AMERICAN PLANNING	HR JOB POSTING	100-1400-600.400.000	395.00
FINANCE DEPARTMENT	6/2/2023	THE HOME DEPOT	CVTC SUPPLY ORDER	274-1600-600.250.000	523.93
FINANCE DEPARTMENT	6/2/2023	THE HOME DEPOT	CVTC SUPPLY ORDER	274-1600-600.250.000	140.95
FINANCE DEPARTMENT	6/2/2023	THE HOME DEPOT	CVTC SUPPLY ORDER	274-1600-600.250.000	642.57
FINANCE DEPARTMENT	6/3/2023	THE HOME DEPOT	CVTC SUPPLY ORDER	274-1600-600.250.000	97.26
FINANCE DEPARTMENT	6/3/2023	THE HOME DEPOT	CVTC SUPPLY ORDER	274-1600-600.250.000	194.60
FINANCE DEPARTMENT	6/3/2023	THE HOME DEPOT	CVTC SUPPLY ORDER	274-1600-600.250.000	165.10
FINANCE DEPARTMENT	6/4/2023	THE HOME DEPOT	CVTC SUPPLY ORDER	274-1600-600.250.000	52.00
FINANCE DEPARTMENT	6/5/2023	THE HOME DEPOT	CVTC SUPPLY ORDER	274-1600-600.250.000	15.20
FINANCE DEPARTMENT	6/5/2023	THE HOME DEPOT	CVTC SUPPLY ORDER	274-1600-600.250.000	19.51
FINANCE DEPARTMENT	6/5/2023	THE HOME DEPOT	CVTC SUPPLY ORDER	274-1600-600.250.000	53.09
FINANCE DEPARTMENT	6/8/2023	THE HOME DEPOT	CVTC SUPPLY ORDER	274-1600-600.250.000	37.63
FINANCE DEPARTMENT	6/12/2023	INTERNATIONAL ASSOCIATION OF FIRE CHIEFS	FIRE CHIEF RECRUITMENT	100-1400-600.400.000	299.00
GEORGE SIPIN	5/22/2023	WALMART	KITCHEN/RESTROOM SUPPLIES	603-5500-600.250.000	98.95
GEORGE SIPIN	5/22/2023	MID TERM TERMINALS & CONNECTORS	40 AMP RELAY-CREDIT	603-5500-600.256.000	(237.29)
GEORGE SIPIN	5/22/2023	MID TERM TERMINALS & CONNECTORS	25 AMP RELAY/ROLLER SWITCH-STOCK	603-5500-600.256.000	216.65
GEORGE SIPIN	5/22/2023	FRONTIER FASTENER	NUTS,BOLTS,WASHERS-STOCK	603-5500-600.256.000	207.73
GEORGE SIPIN	5/22/2023	NAPA AUTO PARTS	DISC PADS-STOCK	603-5500-600.256.000	753.90
GEORGE SIPIN	5/22/2023	JORGENSEN & SONS INC	FIRE EXTINGUISHER INSPECTIONS	603-5500-600.400.000	296.00
GEORGE SIPIN	5/23/2023	HARBOR FREIGHT	LOCK BOX FOR KEYS	603-5500-600.250.000	32.38
GEORGE SIPIN	5/23/2023	WALMART	BATTERIES	603-5500-600.250.000	28.01
GEORGE SIPIN	5/23/2023	O'REILLY AUTO PARTS	PLUGS, IGN WIRE,COP COILS-STOCK	603-5500-600.256.000	531.84
GEORGE SIPIN	5/23/2023	O'REILLY AUTO PARTS	RELAYS-STOCK	603-5500-600.256.000	362.85
GEORGE SIPIN	5/23/2023	O'REILLY AUTO PARTS	AC O-RING KIT-STOCK	603-5500-600.256.000	217.54
GEORGE SIPIN	5/23/2023	LES SCHWAB TIRES	RESTOCK TIRES	603-5500-600.256.000	1,106.88
GEORGE SIPIN	5/23/2023	BLACKSTONE CHEVROLET	OXYGEN SENSORS-STOCK	603-5500-600.256.000	386.18
GEORGE SIPIN	5/24/2023	BLACKSTONE CHEVROLET	OXYGEN SENSORS-STOCK	603-5500-600.256.000	386.18
GEORGE SIPIN	5/25/2023	O'REILLY AUTO PARTS	IDLER PULLEYS-STOCK	603-5500-600.256.000	398.27
GEORGE SIPIN	5/25/2023	O'REILLY AUTO PARTS	SPARK PLUGS, IGN WIRES, COP SOILS-STOCK	603-5500-600.256.000	1,037.13
GEORGE SIPIN	5/26/2023	WALMART	KITCHEN SUPPLIES	603-5500-600.250.000	117.46
GEORGE SIPIN	5/26/2023	NELSON'S ACE HARDWARE	TAGS FOR KEYS	603-5500-600.250.000	26.85
GEORGE SIPIN	5/26/2023	ARMANDO'S SMOG	SMOG - RT#171	603-5500-600.400.000	130.00
GEORGE SIPIN	5/30/2023	O'REILLY AUTO PARTS	RADIATORS,COOLANT HOSES-STOCK	603-5500-600.256.000	994.89
GEORGE SIPIN	5/30/2023	AMAZON	AIR RIDE COMPRESSORS-STOCK	603-5500-600.256.000	818.59
GEORGE SIPIN	5/30/2023	ADOBE	ADOBE READER	603-5500-600.400.000	239.88
GEORGE SIPIN	5/30/2023	ROMITA AUTO SERVICE	REPLACE FUSE BLOCK-RT#181	603-5500-600.400.000	791.52

US BANK INVOICE FOR CALCARD CHARGES: 5/23/23-6/22/23

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
GEORGE SIPIN	5/30/2023	A-1 AUTO ELECTRIC	REPLACED FUEL GAUGE-RT#124	603-5500-600.400.000	482.84
GEORGE SIPIN	5/31/2023	O'REILLY AUTO PARTS	LEAK DETECTOR/STOOL	603-5500-600.250.000	605.14
GEORGE SIPIN	5/31/2023	RAM MOUNTS	TABLET MOUNTS FOR VOYAGERS	603-5500-600.250.000	1,197.67
GEORGE SIPIN	5/31/2023	LES SCHWAB TIRES	RESTOCK TIRES	603-5500-600.256.000	1,106.88
GEORGE SIPIN	5/31/2023	MID TERM TERMINALS & CONNECTORS	30 AMP MINI RELAYS-STOCK	603-5500-600.256.000	345.64
GEORGE SIPIN	5/31/2023	O'REILLY AUTO PARTS	BATTERIES-STOCK	603-5500-600.256.000	402.32
GEORGE SIPIN	5/31/2023	BLACKSTONE CHEVROLET	WHEEL SPEED SENSORS-STOCK	603-5500-600.256.000	235.12
GEORGE SIPIN	5/31/2023	ALL AMERICAN GLASS	REPAIR WINDSHIELD-RT#193	603-5500-600.400.000	1,358.90
GEORGE SIPIN	6/1/2023	BLACKSTONE CHEVROLET	CONNECTORS-STOCK	603-5500-600.256.000	120.23
GEORGE SIPIN	6/1/2023	O'REILLY AUTO PARTS	COP COILS, PLUGS, IGN WIRE SETS-STOCK	603-5500-600.256.000	1,063.68
GEORGE SIPIN	6/1/2023	PROTERRA	MOUNT,SHOCK, ACCESS PANEL-RT#206	603-5500-600.256.000	1,625.08
GEORGE SIPIN	6/1/2023	LES SCHWAB TIRES	NEW TIRE - RT#178	603-5500-600.400.000	311.23
GEORGE SIPIN	6/1/2023	ARMANDO'S SMOG	SMOG- RT#168	603-5500-600.400.000	30.00
GEORGE SIPIN	6/2/2023	HOME DEPOT	DETAILING SUPPLIES	603-5500-600.250.000	89.94
GEORGE SIPIN	6/2/2023	BLACKSTONE CHEVROLET	CONNECTORS-STOCK	603-5500-600.256.000	480.90
GEORGE SIPIN	6/2/2023	BLACKSTONE CHEVROLET	HEATER-AC CONTROLS-STOCK	603-5500-600.256.000	213.34
GEORGE SIPIN	6/2/2023	BLACKSTONE CHEVROLET	AC HOSES-STOCK	603-5500-600.256.000	234.99
GEORGE SIPIN	6/2/2023	O'REILLY AUTO PARTS	BRACKETED CALIPER-RT#153	603-5500-600.256.000	228.06
GEORGE SIPIN	6/2/2023	O'REILLY AUTO PARTS	HUB ASSEMBLYS-RT#153	603-5500-600.256.000	409.69
GEORGE SIPIN	6/5/2023	DELL TECHNOLOGIES	NEW COMPUTER	603-5500-600.250.000	1,465.03
GEORGE SIPIN	6/5/2023	MID TERM TERMINALS & CONNECTORS	MINI SNAPS, RELAYS-STOCK	603-5500-600.256.000	432.05
GEORGE SIPIN	6/5/2023	O'REILLY AUTO PARTS	WIPER BLADES	603-5500-600.256.000	27.75
GEORGE SIPIN	6/5/2023	O'REILLY AUTO PARTS	COP COILS, SPARK PLUGS-STOCK	603-5500-600.256.000	509.29
GEORGE SIPIN	6/5/2023	O'REILLY AUTO PARTS	IGNITION COILS, SPARK PLUGS, COP COILS-CREDIT	603-5500-600.256.000	(100.66)
GEORGE SIPIN	6/6/2023	NAPA AUTO PARTS	FRONT BRAKE ROTORS, REFRIGERANT-STOCK	603-5500-600.250.000	1,165.86
GEORGE SIPIN	6/6/2023	FRONTIER FASTENER	HEX YEL ZINCS-STOCK	603-5500-600.256.000	20.85
GEORGE SIPIN	6/7/2023	BLACKSTONE CHEVROLET	CLIMATE CONTROLLERS-STOCK	603-5500-600.256.000	213.34
GEORGE SIPIN	6/7/2023	COOKS COMMUNICATIONS	BATTERY, COAX RECEPACLE-STOCK	603-5500-600.256.000	420.73
GEORGE SIPIN	6/7/2023	ALL STAR GLASS	REPAIR WINDSHIELD-RT#165	603-5500-600.400.000	347.43
GEORGE SIPIN	6/8/2023	LES SCHWAB TIRES	INSTALL NEW TIRES-RT#163	603-5500-600.400.000	553.44
GEORGE SIPIN	6/12/2023	NVB EQUIPMENT	AC ADAPTER FITTINGS-RT#159	603-5500-600.256.000	146.66
GEORGE SIPIN	6/12/2023	CREATIVE BUS SALES	FUEL PRESSURE REGULATORS-STOCK	603-5500-600.256.000	2,517.34
GEORGE SIPIN	6/12/2023	O'REILLY AUTO PARTS	BATTERIES-STOCK	603-5500-600.256.000	418.31
GEORGE SIPIN	6/13/2023	BLACKSTONE CHEVROLET	HYDRO BOOSTS-STOCK	603-5500-600.256.000	573.97
GEORGE SIPIN	6/13/2023	O'REILLY AUTO PARTS	BATTERIES-STOCK	603-5500-600.256.000	218.10
GEORGE SIPIN	6/13/2023	COOKS COMMUNICATIONS	ANTENNAS,MOUNTING KITS,COAX KITS-STOCK	603-5500-600.256.000	1,353.07
GEORGE SIPIN	6/13/2023	BLACKSTONE CHEVROLET	SUN VISORS FOR ARBOCS-STOCK	603-5500-600.256.000	568.53
GEORGE SIPIN	6/15/2023	AMAZON	GREASE PUMP	603-5500-600.250.000	1,011.15
GEORGE SIPIN	6/15/2023	BLACKSTONE CHEVROLET	HYDRO BOOSTS-STOCK	603-5500-600.256.000	1,721.92
GEORGE SIPIN	6/16/2023	WALMART	KITCHEN SUPPLIES	603-5500-600.250.000	73.07
GEORGE SIPIN	6/16/2023	O'REILLY AUTO PARTS	OIL FILTERS-STOCK	603-5500-600.256.000	65.35
GEORGE SIPIN	6/16/2023	ARMANDO'S SMOG	SMOG-RT#159	603-5500-600.400.000	80.00
GEORGE SIPIN	6/16/2023	NVB EQUIPMENT	RT#170 REFUND/CORRECTION	603-5500-600.400.000	(1,880.71)
GEORGE SIPIN	6/16/2023	NVB EQUIPMENT	SERVICE REAR AC-RT#170	603-5500-600.400.000	1,880.71
GEORGE SIPIN	6/17/2023	O'REILLY AUTO PARTS	IGNITION WIRE SETS, IRIIDIUM PLUGS, COP COILS-STOCK	603-5500-600.256.000	531.84
GEORGE SIPIN	6/19/2023	WALMART	BRIM HATS FOR DETAILERS	603-5500-600.250.000	21.68
GEORGE SIPIN	6/19/2023	O'REILLY AUTO PARTS	BATTERIES FOR LIFTS-STOCK (CREDIT)	603-5500-600.256.000	(857.58)
GEORGE SIPIN	6/19/2023	O'REILLY AUTO PARTS	BATTERIES FOR LIFTS-STOCK	603-5500-600.256.000	857.58
GEORGE SIPIN	6/19/2023	MOTION & FLOW CONTROL PRODUCTS	AIR LINES FOR ARBOCS-STOCK	603-5500-600.256.000	11.29
GEORGE SIPIN	6/19/2023	NVB EQUIPMENT	SERVICE REAR AC-RT#170	603-5500-600.400.000	1,498.70
GEORGE SIPIN	6/20/2023	ARMANDO'S SMOG	SMOG-RT#182	603-5500-600.400.000	80.00

US BANK INVOICE FOR CALCARD CHARGES: 5/23/23-6/22/23

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
GEORGE SIPIN	6/21/2023	AMAZON	AIR RIDE COMPRESSORS-STOCK	603-5500-600.256.000	82.59
GEORGE SIPIN	6/21/2023	O'REILLY AUTO PARTS	IRIDIUM PLUGS, WATER PUMPS,ANTIFREEZE	603-5500-600.256.000	269.66
GEORGE SIPIN	6/21/2023	LES SCHWAB TIRES	REPLACE UPPER/LOWER BALL JOINTS-RT#151	603-5500-600.400.000	1,810.91
GEORGE SIPIN	6/21/2023	ARMANDO'S SMOG	SMOG -RT#182	603-5500-600.400.000	80.00
GEORGE SIPIN	6/22/2023	AMAZON	AIR RIDE COMPRESSORS-STOCK	603-5500-600.256.000	579.72
JEROME KEENE	6/21/2023	WHOLE FOODS	ALICIA AGUIRRE CONFERENCE - MEALS	100-1500-610.920.000	19.70
JESUS HERNANDEZ	5/23/2023	VULCAN	5 TONS COLD MIX	210-5400-600.250.000	567.66
JESUS HERNANDEZ	5/24/2023	HOME DEPOT	HD TOTE,PB OIL, ALL PURPOSE OIL	210-5400-600.250.000	48.71
JESUS HERNANDEZ	5/24/2023	HOME DEPOT	FLASHLIGHT & FLASHLIGHT HOLSTER-TOOLS	210-5400-650.305.000	78.48
JESUS HERNANDEZ	5/31/2023	WALMART	VACUUM-WEED & SEED	702-9300-600.250.000	149.70
JESUS HERNANDEZ	6/7/2023	NELSON'S POWER CENTER	52G DRUM 2 CYCLE FUEL MIX	701-9200-600.257.000	1,198.64
JESUS HERNANDEZ	6/7/2023	HOME DEPOT	KEYRINGS/MASTER PADLOCKS-BLDGS.	702-9300-600.250.000	54.03
JESUS HERNANDEZ	6/8/2023	QUINN	BOX SCRAPER RENTAL-HUNTSMAN/THOMPSON LOT	100-4100-656.905.000	519.28
JESUS HERNANDEZ	6/13/2023	WORLD'S BEST GRAFFITI	GRAFFITI WIPES,REMOVER-STREETS	210-5400-600.250.000	730.88
JESUS HERNANDEZ	6/13/2023	WORLD'S BEST GRAFFITI	GRAFFITI WIPES,REMOVER-BLDGS.	702-9300-600.250.000	730.87
JESUS HERNANDEZ	6/14/2023	NELSON'S ACE HARDWARE	STEEL MARKING WAND -STREETS TOOLS	210-5400-600.305.000	41.20
JESUS HERNANDEZ	6/14/2023	NELSON'S ACE HARDWARE	BUILDING REPAIRS SUPPLIES-ALL BLDGS.	702-9300-600.370.000	328.55
JESUS HERNANDEZ	6/18/2023	AMAZON	PESTICIDE LOG BOOK-STREETS	100-5300-600.250.000	35.74
JESUS HERNANDEZ	6/18/2023	AMAZON	PESTICIDE LOG BOOK-CREDIT	210-5400-600.250.000	(6.49)
JESUS HERNANDEZ	6/18/2023	AMAZON	PESTICIDE LOG BOOK-PARKS	210-5400-600.250.000	35.75
JESUS HERNANDEZ	6/19/2023	NELSON'S ACE HARDWARE	LEATHER DRIVER GLOVES,HARDWARE-STREETS	210-5400-600.250.000	22.88
JESUS HERNANDEZ	6/19/2023	HOME DEPOT	WORK BRACKET,HDMI CABLE,SWITCH PLATE-CY	702-9300-600.250.000	62.57
JESUS HERNANDEZ	6/19/2023	HOME DEPOT	MOLDING, WOOD STAIN-PD	702-9300-600.370.000	34.55
JESUS HERNANDEZ	6/20/2023	HOME DEPOT	STEEL FISH TAPE-TOOLS	210-5400-600.305.000	97.59
JESUS HERNANDEZ	6/20/2023	HOME DEPOT	WALLPLATES,CABLE TIES, BATTERIES-CITY YARD	702-9300-600.250.000	58.37
JESUS HERNANDEZ	6/21/2023	WALMART	PC TO HDMI CORD-CY (LOST RECEIPT)	702-9300-600.250.000	15.81
JESUS HERNANDEZ	6/21/2023	FERGUSON	PLUMBING REPAIR SUPPLIES-BABE RUTH SNACK BAR	702-9300-600.370.000	86.08
JOHNNIE CERDA	5/27/2023	CIRCLE K	FUEL, PUMPS DOWN	701-9200-600.257.000	62.75
JOHNNIE CERDA	5/27/2023	CIRCLE K	FUEL, PUMPS DOWN	701-9200-600.257.000	36.89
JOHNNIE CERDA	6/6/2023	METRO UNIFORM	REVOLVING ACCOUNT JOHNNIE CERDA	100-0000-123.010.000	450.00
LISBETH MARTINEZ	5/23/2023	AMAZON	INFLATABLE COSTUMES	100-4100-656.900.000	72.65
LISBETH MARTINEZ	5/23/2023	EL MERCADO	BREAD FOR SENIOR CENTER	100-4500-456.800.000	9.17
LISBETH MARTINEZ	5/25/2023	BIG 5	CORN HOLE BAGS	100-4100-656.900.000	40.12
LISBETH MARTINEZ	5/25/2023	SMART AND FINAL	SENIOR CENTER BREAKFAST ITEMS	100-4500-456.800.000	205.31
LISBETH MARTINEZ	5/25/2023	WALMART	PLATES FOR SR. CENTER LUNCH	100-4500-600.250.000	13.28
LISBETH MARTINEZ	6/1/2023	CROWN AWARDS	MEDALS FOR T-BALL	100-4700-600.250.000	428.04
LISBETH MARTINEZ	6/8/2023	BASEBALL SAVINGS	ADULT SOFTBALL BALLS	100-4700-600.250.000	847.44
LISBETH MARTINEZ	6/9/2023	WALMART	CANDY & BAGS FOR TRIPS	100-4200-656.900.000	16.22
LISBETH MARTINEZ	6/10/2023	AMAZON	PITCHER MOUNDS FOR SOFTBALL	100-4700-600.250.000	258.00
LISBETH MARTINEZ	6/13/2023	AMAZON	CHALKER REFUND	100-4700-600.250.000	(187.10)
LISBETH MARTINEZ	6/14/2023	AMAZON	ENVELOPES FOR SR. MEALS	100-4500-600.250.000	9.75
LISBETH MARTINEZ	6/15/2023	WALMART	SENIOR CENTER BREAKFAST ITEMS	100-4500-456.800.000	168.75
LISBETH MARTINEZ	6/20/2023	AMAZON	WRISTBANDS FOR JULY 3RD	100-4100-656.905.000	8.67
LISBETH MARTINEZ	6/21/2023	AMAZON	PING PONG TABLE FOR JULY 3RD	100-4100-656.905.000	126.90
LISBETH MARTINEZ	6/21/2023	AMAZON	CONNECT 4 FOR JULY 3RD	100-4100-656.905.000	180.06
NESTOR GALVAN	5/22/2023	CAMACHO TIRES	UNIT 8563-TIRES, INSTALL, BALANCE, DISPOSAL, AND ROTATION	701-9200-600.255.000	535.00
NESTOR GALVAN	5/23/2023	CAMACHO TIRES	TIRE AND INSTALL UNIT 1315	701-9200-600.255.000	540.00
NESTOR GALVAN	5/24/2023	CAMACHO TIRES	TIRE DISPOSAL-FOUND IN RANDOM PLACES AROUND CITY	701-9200-600.255.000	5.00
NESTOR GALVAN	5/24/2023	NAPA AUTO PARTS	ENGINE MOUNT	701-9200-600.256.000	1,447.18
NESTOR GALVAN	5/24/2023	NAPA AUTO PARTS	AIR FILTER, OIL FILTER, & FUEL FILTER	701-9200-600.256.000	405.41
NESTOR GALVAN	5/24/2023	NAPA AUTO PARTS	AIR FILTER, OIL FILTER, & FUEL FILTER UNIT 1315	701-9200-600.256.000	642.38

US BANK INVOICE FOR CALCARD CHARGES: 5/23/23-6/22/23

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
NESTOR GALVAN	5/24/2023	NAPA AUTO PARTS	BRAKE PADS-UNIT 1005	701-9200-600.256.000	80.98
NESTOR GALVAN	5/24/2023	NAPA AUTO PARTS	UNIT 189-PARTS	701-9200-600.256.000	234.91
NESTOR GALVAN	5/24/2023	ISAAC'S AUTOMOTIVE REPAIR	OIL CHANGE UNIT 189	701-9200-600.375.000	411.83
NESTOR GALVAN	5/26/2023	CAMACHO TIRES	UNIT 231-TIRES, INSTALL, BALANCE, & DISPOSAL	701-9200-600.255.000	230.00
NESTOR GALVAN	5/26/2023	NAPA AUTO PARTS	UNIT 8508- OIL FILTER	701-9200-600.256.000	48.40
NESTOR GALVAN	5/27/2023	NAPA AUTO PARTS	SMALL TOOLS	701-9200-600.305.000	477.67
NESTOR GALVAN	5/30/2023	NAPA AUTO PARTS	TOOLS-HARD WATER TREATMENT, CREEPER W/ TRAY	701-9200-600.250.000	553.41
NESTOR GALVAN	5/30/2023	CAMACHO TIRES	UNIT 8562-TIRES, INSTALL, BALANCE, & DISPOSAL AND UNIT 8508-TIRE REPAIR	701-9200-600.255.000	590.00
NESTOR GALVAN	5/30/2023	CAMACHO TIRES	UNIT 3209-TIRE REPAIR	701-9200-600.255.000	25.00
NESTOR GALVAN	5/30/2023	NAPA AUTO PARTS	MAY TRACS BILL	701-9200-600.400.000	169.00
NESTOR GALVAN	6/1/2023	NAPA AUTO PARTS	UNIT 721-BATTERY, CORE CHARGE, & CANISTER VENT SOLENOID	701-9200-600.256.000	281.02
NESTOR GALVAN	6/1/2023	NAPA AUTO PARTS	UNIT 8508-AIR FILTER	701-9200-600.256.000	305.87
NESTOR GALVAN	6/1/2023	NAPA AUTO PARTS	ROTORS, BRAKE PADS, AIR FILTERS, LUBE, & FUEL FILTERS	701-9200-600.256.000	1,135.13
NESTOR GALVAN	6/2/2023	SAUNDERS AUTOMATIC SERVICE	FILTER, & 1 GAL TRANSYND	701-9200-600.254.000	372.97
NESTOR GALVAN	6/5/2023	NAPA AUTO PARTS	PARTS	701-9200-600.256.000	17.35
NESTOR GALVAN	6/5/2023	NAPA AUTO PARTS	PARTS	701-9200-600.256.000	14.84
NESTOR GALVAN	6/5/2023	SAFETY KLEEN SYSTEMS	INSPECTIONS	701-9200-600.400.000	266.09
NESTOR GALVAN	6/7/2023	QUINN PARTS DEPARTMENT	GENERATOR PARTS	701-9200-600.250.000	238.80
NESTOR GALVAN	6/7/2023	NAPA AUTO PARTS	PARTS	701-9200-600.256.000	124.13
NESTOR GALVAN	6/8/2023	QUINN PARTS DEPARTMENT	GENERATOR PARTS	701-9200-600.250.000	(198.13)
NESTOR GALVAN	6/8/2023	QUINN PARTS DEPARTMENT	GENERATOR PARTS	701-9200-600.250.000	279.99
NESTOR GALVAN	6/9/2023	NAPA AUTO PARTS	UNIT 190-BATTERY, CORE CHARGE, CONTROL ARM W BALL JOINT X2	701-9200-600.256.000	520.01
NESTOR GALVAN	6/9/2023	NAPA AUTO PARTS	UNIT 805-BATTERY, & CORE CHARGE	701-9200-600.256.000	250.32
NESTOR GALVAN	6/12/2023	TIFCO INDUSTRIES	MOBILE OIL CART 3:1 REEL (SUPPLY/TOOLS)	701-9200-600.250.000	3,108.13
NESTOR GALVAN	6/12/2023	CAMACHO TIRES	UNIT 199- TIRE INSTALL, BALANCE, DISPOSAL, & TPMS VALVE STEM	701-9200-600.255.000	45.00
NESTOR GALVAN	6/12/2023	NAPA AUTO PARTS	V-BELT, & SERPENTINE BELT-PURCHASED (2 SERPENTINE BELTS RETURNED)	701-9200-600.256.000	(4.37)
NESTOR GALVAN	6/12/2023	NAPA AUTO PARTS	SERPENTINE BELT PURCHASED (2 SERPENTINE BELTS RETURNED)	701-9200-600.256.000	(78.96)
NESTOR GALVAN	6/12/2023	NAPA AUTO PARTS	2 SERPENTINE BELTS	701-9200-600.256.000	108.24
NESTOR GALVAN	6/12/2023	NAPA AUTO PARTS	2 SERPENTINE BELTS PURCHASED (SERPENTINE BELT & V-BELT RETURNED)	701-9200-600.256.000	24.94
NESTOR GALVAN	6/12/2023	NAPA AUTO PARTS	UNIT 717-BLOWER MOTOR FOR AC	701-9200-600.256.000	87.51
NESTOR GALVAN	6/12/2023	FAHRNEY FORD	UNIT 199-TIRE PRESSURE SYSTEM, OIL CHANGE, MISC. REPAIR	701-9200-600.457.000	1,268.84
NESTOR GALVAN	6/13/2023	NAPA AUTO PARTS	UNIT 718-BLOWER MOTOR	701-9200-600.256.000	87.51
NESTOR GALVAN	6/13/2023	NAPA AUTO PARTS	UNIT 1350-FAN	701-9200-600.256.000	65.22
NESTOR GALVAN	6/13/2023	HARBOR FREIGHT TOOLS	GENERATOR FOR E311	701-9200-600.305.000	877.62
NESTOR GALVAN	6/13/2023	NAPA AUTO PARTS	(TOOLS) MASTER TOOL SET, MOBILE WORKSTATION, & EVA FOAM TRAYS	701-9200-600.305.000	3,567.74
NESTOR GALVAN	6/15/2023	CAMACHO TIRES	TIRE DISPOSAL, TIRES, INSTALL, & BALANCE	701-9200-600.255.000	515.00
NESTOR GALVAN	6/19/2023	NAPA AUTO PARTS	FLEET RUNNER BELT	701-9200-600.256.000	55.40
NESTOR GALVAN	6/20/2023	NAPA AUTO PARTS	SQ 111 PART	701-9200-600.256.000	125.16
NESTOR GALVAN	6/21/2023	CAMACHO TIRES	TIRES, LABOR, & DISPOSAL	701-9200-600.255.000	195.00
NICOLETTE ANDERSEN	5/22/2023	SIGNUP GENIUS	SAC- AUDITION SIGN UP PLATFORM	605-4300-600.400.000	24.99
NICOLETTE ANDERSEN	5/25/2023	THEATERWORLD BACKDROP	SAC- ON YOUR FEET BACKDROP	605-4300-600.400.000	1,895.87
NICOLETTE ANDERSEN	5/26/2023	WALMART	SAC- NEXT TO NORMAL SNACK BAR	605-4300-600.250.000	79.44
NICOLETTE ANDERSEN	5/27/2023	AMAZON	SAC-NEXT TO NORMAL COSTUME RETURN	605-4300-600.250.000	(38.51)
NICOLETTE ANDERSEN	5/27/2023	AMAZON	SAC - ON YOUR FEET COSTUMES	605-4300-600.250.000	430.46
NICOLETTE ANDERSEN	5/27/2023	AMAZON	SAC- ON YOUR FEET COSTUMES	605-4300-600.250.000	231.27
NICOLETTE ANDERSEN	5/27/2023	SLACK	SAC - ON YOUR FEET COSTUMES	605-4300-600.250.000	42.58
NICOLETTE ANDERSEN	5/28/2023	AMAZON	SAC- ON YOUR FEET COSTUMES	605-4300-600.250.000	123.43
NICOLETTE ANDERSEN	6/2/2023	MUSICAL THEATER INTERNATIONAL	CKP - WILLY WONKA JR SCRIPTS	100-4300-600.250.000	129.09
NICOLETTE ANDERSEN	6/4/2023	AMAZON	SAC- ON YOUR FEET COSTUMES	605-4300-600.250.000	60.72
NICOLETTE ANDERSEN	6/4/2023	AMAZON	SAC- ON YOUR FEET COSTUMES	605-4300-600.250.000	228.91
NICOLETTE ANDERSEN	6/6/2023	AMAZON	SAC - ON YOUR FEET COSTUMES	605-4300-600.250.000	124.73

US BANK INVOICE FOR CALCARD CHARGES: 5/23/23-6/22/23

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
NICOLETTE ANDERSEN	6/6/2023	AMAZON	SAC - ON YOUR FEET COSTUMES	605-4300-600.250.000	7.58
NICOLETTE ANDERSEN	6/6/2023	AMAZON	SAC - ON YOUR FEET COSTUMES	605-4300-600.250.000	182.86
NICOLETTE ANDERSEN	6/7/2023	AMAZON	SAC - ON YOUR FEET COSTUMES	605-4300-600.250.000	55.29
NICOLETTE ANDERSEN	6/7/2023	AMAZON	SAC - ON YOUR FEET COSTUMES	605-4300-600.250.000	32.52
NICOLETTE ANDERSEN	6/8/2023	AMAZON	SAC - ON YOUR FEET COSTUMES	605-4300-600.250.000	601.17
NICOLETTE ANDERSEN	6/8/2023	AMAZON	AMAZON PRIME MEMBERSHIP	605-4300-600.400.000	42.08
NICOLETTE ANDERSEN	6/9/2023	WALMART	SAC- ON YOUR FEET CAST SUPPLIES	605-4300-600.250.000	50.20
NICOLETTE ANDERSEN	6/9/2023	THE HOME DEPOT	SAC- ON YOUR FEET SET SUPPLIES	605-4300-600.250.000	216.38
NICOLETTE ANDERSEN	6/10/2023	AMAZON PRIME	AMAZON PRIME MEMBERSHIP	605-4300-600.400.000	16.26
NICOLETTE ANDERSEN	6/12/2023	AMAZON	SAC- ON YOUR FEET COSTUMES	605-4300-600.250.000	238.59
NICOLETTE ANDERSEN	6/12/2023	NELSONS ACE HARDWARE	SAC- ON YOUR FEET SET SUPPLIES	605-4300-600.250.000	18.43
NICOLETTE ANDERSEN	6/13/2023	AMAZON	SAC- STAGE SUPPLIES	605-4300-600.250.000	38.92
NICOLETTE ANDERSEN	6/14/2023	WALMART	SAC- ON YOUR FEET SET SUPPLIES	605-4300-600.250.000	100.11
NICOLETTE ANDERSEN	6/15/2023	AMAZON	SAC- ON YOUR FEET BATTERIES FOR MICS	605-4300-600.250.000	329.00
NICOLETTE ANDERSEN	6/15/2023	DREAMHOST	SAC- WEBSITE HOSTING	605-4300-600.400.000	5.00
NICOLETTE ANDERSEN	6/16/2023	WALMART	SAC- ON YOUR FEET CAST SUPPLIES	605-4300-600.250.000	25.37
NICOLETTE ANDERSEN	6/16/2023	WALMART	SAC - ON YOUR FEET SNACK BAR SUPPLIES	605-4300-600.250.000	441.88
NICOLETTE ANDERSEN	6/16/2023	FAST SIGNS	SAC- ON YOUR FEET LOBBY SIGN	605-4300-600.250.000	46.47
NICOLETTE ANDERSEN	6/16/2023	AMAZON	SAC- ON YOUR FEET COSTUMES	605-4300-600.250.000	46.54
NICOLETTE ANDERSEN	6/16/2023	NELSONS ACE HARDWARE	SAC- ON YOUR FEET SET SUPPLIES	605-4300-600.250.000	4.33
NICOLETTE ANDERSEN	6/19/2023	AMAZON	SAC- MICROPHONE SUPPLIES	605-4300-600.250.000	84.96
PAUL DEMMERS	6/17/2023	WALMART	CLEANING SUPPLIES AND WATER	100-1600-600.100.000	136.22
PAUL DEMMERS	6/21/2023	WALGREENS	BATTERIES	100-1600-600.100.000	61.91
POLICE DEPARTMENT NO 1	5/23/2023	FEDEX	P.O.S.T. BACKGROUND PACKETS OFFICERS	100-2100-600.250.000	24.47
POLICE DEPARTMENT NO 1	6/9/2023	GALLS	POLICE INNER DUTY BELTS VELCRO	100-2200-650.250.000	347.06
POLICE DEPARTMENT NO 1	6/14/2023	GALLS	POLICE OUTER LEATHER DUTYL BELTS	100-2200-650.250.000	210.01
POLICE DEPARTMENT NO 1	6/14/2023	GALLS	POLICE OUTER LEATHER DUTYL BELTS	100-2200-650.250.000	312.52
POLICE DEPARTMENT NO 1	6/18/2023	76 GAS STATION	FUEL	701-9200-600.257.000	53.86
POLICE DEPARTMENT NO 1	6/19/2023	METRO UNIFORM	GUN HOLSTERS	100-2200-650.250.000	650.69
POLICE DEPARTMENT NO 1	6/20/2023	ANN'S DONUT	TRAINING HOST CLASS	100-2100-600.250.000	47.25
POLICE DEPARTMENT NO 2	6/2/2023	FEDEX	TRAINING SUPPLIES - CODE ENFORCEMENT	100-2200-600.250.000	44.67
RENE GARZA	5/24/2023	76 GAS STATION	FUEL	701-9200-600.257.000	55.43
RENE GARZA	6/2/2023	METRO UNIFORM	UNIFORMS (REVOLVING ACCT) - R GARZA	100-0000-123.010.000	125.63
RENE GARZA	6/2/2023	METRO UNIFORM	UNIFORMS (REVOLVING ACCT) - R GARZA	100-0000-123.010.000	125.63
RENE GARZA	6/4/2023	GULF OIL	FUEL (TRAVEL TO TRAINING)	701-9200-600.257.000	56.66
RENE GARZA	6/8/2023	HILTON GARDEN INN	LODGING FOR TRAINING	100-2100-610.910.000	803.32
RENE GARZA	6/8/2023	CHEVRON	FUEL (TRAVEL BACK FROM TRAINING)	701-9200-600.257.000	65.67
RENE GARZA	6/13/2023	C & S LAUNDRY	UNIFORM TAILORING (REVOLVING ACCT.) R GARZA	100-0000-123.010.000	176.00
RENE GARZA	6/14/2023	PROFORCE LAW ENFORCEMENT	TASERS (BUDGETED-MEASURE S)	295-2200-700.200.000	3,996.52
RENE GARZA	6/14/2023	76 GAS STATION	FUEL	701-9200-600.257.000	50.84
RENE GARZA	6/15/2023	METRO UNIFORM	UNIFORMS (STARS ON SLEEVE) R GARZA	100-0000-123.010.000	129.74
REYNA RIVERA	5/23/2023	FRESNO COUNTY CLERK	NOTICE OF EXEMPTION FILING GPA	100-3100-600.210.000	51.18
REYNA RIVERA	5/23/2023	FRESNO COUNTY CLERK	NOTICE OF EXEMPTION FILING ZOONING TEXT AMENDMENT	100-3100-600.210.000	51.18
REYNA RIVERA	5/28/2023	CANVA	SUBSCRIPTION	100-1700-600.215.000	12.99
RICHARD FIGUEROA	6/14/2023	HOGUE	LESS LETHAL CONVERSION KITS	100-2200-600.250.000	951.14
ROBERT PETERSEN	6/8/2023	ALLIED STORAGE CONTAINERS	40' STORAGE LOCKBOX	295-2525-610.915.000	4,264.15
ROBYN LEWIS	6/2/2023	AMAZON	SUPPLIES	100-2100-600.250.000	113.88
ROBYN LEWIS	6/2/2023	AMAZON	SUPPLIES	100-2100-600.250.000	28.60
ROBYN LEWIS	6/5/2023	AMAZON	SUPPLIES	100-2100-600.250.000	16.04
ROBYN LEWIS	6/7/2023	USPS	STAMPS- CARRASCO THANK YOU CARDS	100-2100-600.250.000	194.67
ROBYN LEWIS	6/9/2023	GALLS	REVOLVING ACCT R. GARZA	100-0000.123.010.000	167.70

US BANK INVOICE FOR CALCARD CHARGES: 5/23/23-6/22/23

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
ROBYN LEWIS	6/9/2023	SMART AND FINAL	HOT DOGS WITH SELMA PD EVENT	100-2100-600.250.000	218.14
ROBYN LEWIS	6/12/2023	AMAZON	ROCKETFISH TV WALL MOUNT - COMMUNITY ROOM	100-2100-600.250.000	195.24
ROBYN LEWIS	6/12/2023	AMAZON	SUPPLIES	100-2100-600.250.000	11.70
ROBYN LEWIS	6/14/2023	WALMART	WATER - HOT DOGS WITH SELMA PD EVENT	100-2100-600.250.000	32.41
ROBYN LEWIS	6/15/2023	AMAZON	SUPPLIES	100-2100-600.250.000	24.94
ROBYN LEWIS	6/15/2023	AMAZON	SUPPLIES	100-2100-600.250.000	10.61
ROBYN LEWIS	6/19/2023	FAMILY DOLLAR	CANDLES FOR DISPATCH- SEWER OVERFLOWED	100-2100-600.250.000	19.53
ROBYN LEWIS	6/20/2023	GROCERY OUTLET	COFFEE-PLATES-COFFEE CREAMER-RADAR TRAINING	100-2100-600.250.000	21.96
ROBYN LEWIS	6/20/2023	AMAZON	SUPPLIES	100-2100-600.250.000	17.03
ROBYN LEWIS	6/21/2023	WALMART	WATER- RADAR TRAINING	100-2100-600.250.000	22.89
RUDOLFO ALCARAZ	5/25/2023	COSTCO	PUBLIC WORKS LUNCHEON	100-2200-600.250.000	77.73
RUDOLFO ALCARAZ	5/26/2023	WALMART	PUBLIC WORKS LUNCHEON	100-2200-600.250.000	41.48
RUDOLFO ALCARAZ	6/5/2023	THE WOOD VENEER HUB	WOOD PANELS FOR LOBBY - NOISE CANCELLING	100-2200-600.250.000	244.05
RUDOLFO ALCARAZ	6/6/2023	HOME DEPOT	LOBBY PANEL INSTALLATION	100-2200-600.250.000	15.49
RUDOLFO ALCARAZ	6/9/2023	PRINT THEORY	STARTER PACKAGE FOR CONTENT CREATION - SOCIAL MEDIA	100-2200-600.250.000	980.78
RUDOLFO ALCARAZ	6/19/2023	CHEVRON	CAR WASH	100-2200-600.400.000	10.00
RUDOLFO ALCARAZ	6/19/2023	SURF THRU	CAR WASH	100-2200-600.400.000	24.99
RUDOLFO ALCARAZ	6/21/2023	SAM'S CLUB	RADAR TRAINING	100-2200-600.250.000	47.94
TIFFANY FLORES	5/22/2023	COSTCO	PUBLIC SAFETY SWEARING IN; SUPPLIES	100-2300-600.250.000	51.08
TIFFANY FLORES	5/22/2023	COSTCO	PUBLIC SAFETY SWEARING IN; SUPPLIES	100-2500-600.250.000	51.08
TIFFANY FLORES	5/24/2023	BLOOMIE'S	EMPLOYEE APPRECIATION; GRADUATION PLANT	100-1300-600.250.000	35.79
TIFFANY FLORES	6/7/2023	AMAZON	OFFICE SUPPLIES	100-1300-600.250.000	81.99
TIFFANY FLORES	6/14/2023	AMAZON	OFFICE SUPPLIES	100-1300-600.250.000	15.00
TIM CANNON	6/9/2023	NELSONS ACE HARDWARE	GRAFFITI REMOVAL SUPPLIES	100-2200-600.250.000	54.22
TIM CANNON	6/13/2023	METRO UNIFORM	REVOLVING ACCOUNT / TIM CANNON	100-0000-123.010.000	501.44
					<u>\$ 111,151.85</u>

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

August 21, 2023

ITEM NO: 1.

SUBJECT: Fresno Council of Governments (COG) 2023/2024 Call for Projects - Surface Transportation Block Grant (STBG) Program, Congestion Mitigation and Air Quality Improvement (CMAQ) Program, and Carbon Reduction Program (CRP)

BACKGROUND: Fresno COG has called for applications for federally funded transportation projects for the 2024-2028 fiscal years. Funding is available in the Surface Transportation Block Grant (STBG) program, Congestion Mitigation and Air Quality Improvement (CMAQ) program and Carbon Reduction Program (CRP).

The Fresno Council of Governments (COG) administers federal funding for local transportation projects through a competitive application process called the "Regional Bid." All local agencies within Fresno County are invited to submit applications for the following funding programs:

1. Surface Transportation Block Grant (STBG) program — Typical roadway paving and rehabilitation projects.
2. Congestion Mitigation and Air Quality Improvement (CMAQ) program - Projects that reduce traffic congestion and air pollution.
3. Carbon Reduction Program (CRP) – Projects that support the reduction of transportation emissions.

Attachment 2 contains eligible project activities and categories for all three funding programs.

The total estimated available funding for the three programs is as follows:

STBG	\$27.80 million
CMAQ	\$26.77 million
CRP	\$3.50 million

If local agencies submit more than one application, the projects must be prioritized by the agency.

COG has called for project applications to be submitted by September 15th and 17th for CMAQ and CRP applications, respectively, and October 6th for STBG applications. A Council resolution supporting the timely use of funds is required (see Attachment 1). STBG projects are required to be on collector and arterial streets and local street projects are not eligible (see Attachment 3 for the eligible routes shown on the California Road System Map for the Selma area). CMAQ and CRP funds may be used for any transportation projects within the local agency's jurisdiction as long as there is a reduction in air pollution or transportation emissions from the project(s).

DISCUSSION: Staff has developed a list of candidate projects to submit for funding consideration (see location maps in Attachment 4). The proposed projects are listed in order of proposed priority of each program (if more than one project is proposed), with current estimates of costs. Please note that these estimates are preliminary at this point, and will be refined prior to submittal of the applications. Each of the STBG projects have been included in the City's Proposed 10-year Capital Improvement Plan (CIP) and are ordered in priority as provided in the CIP. The CMAQ and CRP projects are not expressly included in the current CIP as they need to be tailored specifically to the funding guidelines, which limits the allowable project scopes. Attachment 4 shows the locations and proposed limits of the various projects:

STBG

1. *Nebraska Avenue Pavement Rehabilitation – Golden St. Blvd to Dockery Ave - \$300,000*
This project is proposed to rehabilitate the roadway pavement on Nebraska Avenue connecting Golden State Boulevard to Dockery Avenue and the Industrial Park's North connection. It is anticipated that a pavement overlay or Cape Seal with reconstruction of select areas will be required. There are areas of pavement failure discussed with Public Works that will need to be analyzed to provide the best solution.
2. *Orange Avenue Pavement Rehabilitation – Nelson Avenue to Goldridge Street - \$435,000*
This project will require a pavement overlay to rehabilitate the pavement failures. It would also include the reconstruction and repair of any damaged curb and gutter improvements.
3. *Dockery Avenue Rehabilitation – Nebraska Ave to Rose Ave - \$530,000*
It is anticipated that the proposed improvements could include asphalt dig-outs to repair failed compaction at utility trenches, combined with an asphalt grind and overlay, in addition to upgraded corner curb ramps where needed.

CMAQ

1. *Highland Avenue (SR43); UPRR to Northhill Street - \$610,000*
The adopted ATP identifies priority projects for constructing sidewalks to fill gaps in existing pedestrian infrastructure (see Attachment 5). This segment of Highland Avenue was the top priority for the ATP in 2018. The lack of sidewalks along this segment fails to connect residents in this portion of the City with Pioneer Village and commercial businesses near Floral and SR99. The number of vehicular trips could be reduced by providing a safe pedestrian sidewalk and a bicycle lane.

Providing pedestrian and bicycle connections across the Union Pacific Railroad crossing is a challenge for both funding and timelines with the Railroad. This project completes the priority ATP sidewalk and pavement improvements to the north limits of the UPRR right of way. Staff is recommending that the City pursue separate funding requests from Caltrans specific for Railroad Crossing Improvements. This pursuit would proceed in parallel with this CMAQ project but would not restrict the timeline to complete the road improvements with the City right of way.

2. *Thompson Avenue – Whitson St. to Floral Ave. – \$675,000*

This segment of Thompson Avenue was identified in the 2018 ATP as a top priority area to construct sidewalks to eliminate gaps in connectivity. This segment is identified in the proposed 10-year CIP program to reconstruct asphalt pavement. Improving the roadway surface and traffic striping elements will improve traffic flow and relieve congestion.

This proposed segment also includes a railroad crossing at the UPRR. This proposed project completes the priority ATP sidewalk and pavement improvements to the north and south limits of the UPRR right of way. Staff is recommending that the City pursue separate funding requests from Caltrans specific for Railroad Crossing Improvements. This pursuit would proceed in parallel with this CMAQ project but would not restrict the timeline to complete the road improvements with the City right of way.

3. *Second Street Reconstruction – Nebraska Ave. to Sylvia Ave. – \$725,000*

This segment of Second Street has been identified in the Proposed 10-year CIP Program to improve the roadway surfacing, pedestrian safety, and traffic congestion related to the Freeway 99 Ramps. The adopted Local Road Safety Plan has identified two intersections along this segment as Priority Locations requiring mitigation. Proposed improvements include high visibility pedestrian crosswalks and updated traffic control elements to relieve congestion for this East-West connection for the City.

CRP

1. *Mitchell Avenue and Rose Avenue Bike Routes - \$150,000*

This project is proposed to provide Class III Bike Route pavement markings (also known as “Sharrows”) and “Bike Route”/ “Share the Road” signage where needed to comply with the Manual on Uniform Traffic Control Devices (MUTCD) and to encourage bicycle traffic along these two connecting roadways in conformance to the adopted ATP. See Attachment 6 showing the proposed bicycle facilities recommended by the ATP.

Attachments:

1. Resolution Supporting and Implementing Timely Use of Funds
2. Description of Eligible Funding Activities and Categories
3. California Road System Map - Selma
4. STBG, CMAQ and CRP Proposed Project List Exhibit
5. Active Transportation Plan (ATP) Exhibit for Bicycle Projects
6. Active Transportation Plan (ATP) Exhibit for Sidewalk Projects

REASON FOR RECOMMENDATION: Staff believes that the selected projects address the needs of the City and have the best chance of scoring well against other projects based on the relative importance in roadway designations, existing traffic volumes, safety benefits, and other factors. Additionally, the proposed STBG projects have been vetted by the Council as part of the 10-year CIP presentation of the 2023/24 Budget Workshops, where applicable.

ACTIONS FOLLOWING APPROVAL: Staff will prepare the applications and submit them to Fresno COG by mid-September and early October. In the event that the Council directs Staff to make modifications to the projects or prioritization, Staff would recommend a revised resolution from the Council with the changes. Fresno COG will accept Council resolutions up through December prior to the convening of the Scoring Committees, so there would be time to make this change, if necessary.

RECOMMENDATION: Staff recommends that the City Council adopt Resolution supporting and implementing timely use of funds on federal-aid transportation projects, and approve the project list proposed by Staff.

<u>/s/</u>	<u>August 16, 2023</u>
Fernando Santillan	Date
City Manager	

RESOLUTION NO. 2023-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA SUPPORTING AND IMPLEMENTING TIMELY USE OF FUNDING
FOR TRANSPORTATION PROJECTS**

WHEREAS, AB 1012 has been enacted into State Law in part to provide for the “timely use” of State and Federal funding for transportation projects; and,

WHEREAS, the City of Selma is able to apply for and receive State and Federal funding under the Federal Transportation Act; and,

WHEREAS, the City of Selma desires to ensure that its projects (as listed below) are delivered in a timely manner to preclude the Fresno Region from losing those funds for non-delivery; and,

WHEREAS, it is understood by the City of Selma that failure for not meeting project delivery dates for any phase of a project may jeopardize Federal or State funding to the Region; and,

WHEREAS, the City of Selma must demonstrate dedicated and available local matching funds; and,

WHEREAS, the City of Selma’s proposed project list for STBG, CMAQ and CRP projects for the 23-24 Call for Projects is as follows:

1. STBG Priority #1 – Nebraska Avenue Pavement Rehabilitation;
2. STBG Priority #2 – Orange Avenue Pavement Rehabilitation;
3. STBG Priority #3 – Dockery Avenue Rehabilitation;
4. CMAQ Priority #1 – Highland Avenue (SR43), UPRR to Northhill Street;
5. CMAQ Priority #2 – Thompson Avenue, Whitson St. to Floral Ave.;
6. CMAQ Priority #3 – Second Street Reconstruction, Nebraska Ave. to Sylvia Ave.;
7. CRP Priority #1 – Mitchell Avenue and Rose Avenue Bike Routes.

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 City of Selma hereby agrees to ensure that all project delivery deadlines for all project phases of the proposed project list set forth above will be met or exceeded.
3. That failure to meet project delivery deadlines may be deemed as sufficient cause for the Fresno Council of Governments Policy Board to terminate an agency’s project and reprogram Federal/State funds as deemed necessary.
4. That the City Council of the City of Selma does direct its management and engineering staff to ensure all projects are carried out in a timely manner as per the requirements of AB 1012 and the directive of the City Council of the City of Selma.
5. **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.

6. **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 21st day of August 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

STBG PROGRAM AND PROJECT ELIGIBILITY

ELIGIBILITY

STBG funding is available to Fresno COG local agencies – cities within Fresno County and the County of Fresno.

ELIGIBLE STBG PROJECTS (Title 23 USC Section 133)

1. Eligible Projects and Activities:

- Location of Projects (23 U.S.C. 133(c)): STBG projects may not be undertaken on a road functionally classified as a local road or a rural minor collector unless the road was on a Federal-aid highway system on January 1, 1991, except-

(1) For a bridge or tunnel project (other than the construction of a new bridge or tunnel at a new location);

(2) For a project described in 23 U.S.C. 133(b)(4)-(11) and described below under "Eligible Activities" (b)(4) through (11);

(3) For transportation alternatives projects described in 23 U.S.C. 101(a)(29) before enactment of the FAST Act (these are described in 23 U.S.C. 133(h) and in separate TA Set-Aside guidance.); and

(4) For a bridge for the replacement of a low water crossing¹; and

(5) As approved by the Secretary.

- Eligible Activities (23 U.S.C. 133(b)): Subject to the location of projects requirements in paragraph (a), the following eligible activities are listed in 23 U.S.C. 133(b):

(1) Construction, as defined in 23 U.S.C. 101(a)(4) as amended by the BIL of the following:

i. Highways, bridges, and tunnels, including designated routes of the Appalachian development highway system and local access roads under 40 U.S.C. 14501;

ii. Ferry boats and terminal facilities eligible under 23 U.S.C. 129(c);

- That are eligible under 23 U.S.C. 129(c) as amended by the BIL, or
- That are privately or majority-private owned, that the Secretary determines provide a substantial public transportation benefit or otherwise meet the foremost needs of the surface transportation system described in 23 U.S.C. 101(b)(3)(D). This eligibility was added by BIL

iii. transit capital projects eligible under chapter 53 of title 49, United States Code;

iv. Infrastructure-based intelligent transportation systems capital improvements, including the installation of vehicle-to-infrastructure communication equipment;

v. Truck parking facilities eligible under Section 1401 of MAP-21 (23 U.S.C. 137 note); and

¹ The definition of low water crossing is contained in 23 CFR part 650, subpart D supplementary guidance at: <https://www.fhwa.dot.gov/bridge/0650dsup.cfm> (See paragraph 3.b. of the supplementary guidance).

vi. Border infrastructure projects eligible under Section 1303 of SAFETEA- LU (23 U.S.C. 101 note).

vii. Wildlife crossing structures. This eligibility was added by BIL.

- (2) Operational improvements and capital and operating costs for traffic monitoring, management, and control facilities and programs. Operational improvement is defined in 23 U.S.C. 101(a)(19).
- (3) Environmental measures eligible under 23 U.S.C. 119(g), 148(a)(4)(B)(xvii), 328, and 329, and transportation control measures listed in Section 108(f)(1)(A) (other than clause (xvi) of that section) of the Clean Air Act (See 42 U.S.C. 7408(f)(1)(A)).
- (4) Highway and transit safety infrastructure improvements and programs, including projects eligible under 23 U.S.C. 130 and installation of safety barriers and nets on bridges. Not subject to the Location of Project requirement in 23 U.S.C. 133(c).
- (5) Fringe and corridor parking facilities and programs in accordance with 23 U.S.C. 137 and carpool projects in accordance with 23 U.S.C. 146. Carpool project is defined in 23 U.S.C. 101(a)(3). Not subject to the Location of Project requirement in 23 U.S.C. 133(c).
- (6) Recreational trails projects eligible under 23 U.S.C. 206, as amended by the BIL, including maintenance and restoration of existing recreational trails pedestrian and bicycle projects in accordance with 23 U.S.C. 217 (including modifications to comply with accessibility requirements under the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.)), and the Safe Routes to School Program under 23 U.S.C. 208 as amended by the BIL.
- (7) Planning, design, or construction of boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways. Not subject to the Location of Project requirement in 23 U.S.C. 133(c).
- (8) Development and implementation of a State asset management plan for the National Highway System (NHS) and a performance-based management program for other public roads. Not subject to the Location of Project requirement in 23 U.S.C. 133(c).
- (9) Protection (including painting, scour countermeasures, seismic retrofits, impact protection measures, security countermeasures, and protection against extreme events) for bridges (including approaches to bridges and other elevated structures) and tunnels on public roads, and inspection and evaluation of bridges and tunnels and other highway assets. Not subject to the Location of Project requirement in 23 U.S.C. 133(c).
- (10) Surface transportation planning programs, highway and transit research and development and technology transfer programs, and workforce development, training, and education under chapter 5 of title 23, United States Code. Not subject to the Location of Project requirement in 23 U.S.C. 133(c).
- (11) Surface transportation infrastructure modifications to facilitate direct intermodal interchange, transfer, and access into and out of a port terminal. Not subject to the Location of Project requirement in 23 U.S.C. 133(c).
- (12) Projects and strategies designed to support congestion pricing, including electronic toll collection and travel demand management strategies and programs. Not subject to the Location of Project requirement in 23 U.S.C. 133(c).

- (13) (14) Projects and strategies designed to reduce the number of wildlife-vehicle collisions, including project-related planning, design, construction, monitoring, and preventative maintenance. Preventive maintenance is defined in 23 U.S.C. 116(a). Not subject to the Location of Project requirement in 23 U.S.C. 133(c). This eligibility was added by the BIL.
- (14) The installation of electric vehicle charging infrastructure and vehicle-to-grid infrastructure. Not subject to the Location of Project requirement in 23 U.S.C. 133(c). This eligibility was added by the BIL.
- (15) The installation and deployment of current and emerging intelligent transportation technologies, including the ability of vehicles to communicate with infrastructure, buildings, and other road users. This eligibility was added by the BIL.
- (16) Planning and construction of projects that facilitate intermodal connections between emerging transportation technologies, such as magnetic levitation and hyperloop. This eligibility was added by the BIL.
- (17) Protective features, including natural infrastructure, to enhance the resilience of a transportation facility otherwise eligible for assistance under STBG. Natural infrastructure is defined in 23 U.S.C. 101(a)(17). This eligibility was added by the BIL.
- (18) Measures to protect a transportation facility otherwise eligible for assistance under STBG from cybersecurity threats. This eligibility was added by the BIL.
- (19) Upon request of a State and subject to the approval of the Secretary, if Transportation Infrastructure Finance and Innovation Act (TIFIA) credit assistance is approved for an STBG- eligible project, then the State may use STBG funds to pay the subsidy and administrative costs associated with providing Federal credit assistance for the projects.
- (20) The creation and operation by a State of an office to assist in the design, implementation, and oversight, including conducting value for money analyses or similar comparative analyses, of public-private partnerships eligible to receive funding under title 23 and chapter 53 of title 49, United States Code, and the payment of a stipend to unsuccessful private bidders to offset their proposal development costs, if necessary to encourage robust competition in public-private partnership procurements.
- (21) Any type of project eligible under 23 U.S.C. 133 as in effect on the day before the FAST Act was enacted (i.e., in effect on December 3, 2015). Among these are:
- a. Replacement of bridges with fill material;
 - b. Training of bridge and tunnel inspectors;
 - c. Application of calcium magnesium acetate, sodium acetate/formate, or other environmentally acceptable, minimally corrosive anti-icing and deicing compositions for bridges (and approaches to bridges and other elevated structures) and tunnels;
 - d. Projects to accommodate other transportation modes continue to be eligible pursuant to 23 U.S.C. 142(c) if such accommodation does not adversely affect traffic safety;
 - e. Transit capital projects eligible for assistance under chapter 53 of title 49, United States Code, including vehicles and facilities (publicly or privately owned) that are used to provide intercity passenger bus service;
 - f. Approach roadways to ferry terminals to accommodate other transportation modes and to provide access into and out of the ports;
 - g. Transportation alternatives previously described in 23 U.S.C. 101(a)(29) and described in 23 U.S.C. 213; (as in effect on the day before enactment of the FAST Act)

- h. Projects relating to intersections having disproportionately high accident rates, high levels of congestion (as evidenced by interrupted traffic flow at the intersection and a level of service rating of "F" during peak travel hours, calculated in accordance with the Highway Capacity Manual), and are located on a Federal-aid highway;
 - i. Construction and operational improvements for any minor collector if the minor collector and the project to be carried out are in the same corridor and in proximity to an NHS route; the construction or improvements will enhance the level of service on the NHS route and improve regional traffic flow; and the construction or improvements are more cost-effective, as determined by a benefit-cost analysis, than an improvement to the NHS route;
 - j. Workforce development, training, and education activities discussed in 23 U.S.C. 504(e);
 - k. Advanced truck stop electrification systems. Truck stop electrification system is defined in 23 U.S.C. 101(a)(34);
 - l. Installation of safety barriers and nets on bridges, hazard eliminations, projects to mitigate hazards caused by wildlife;
 - m. Electric vehicle and natural gas vehicle infrastructure in accordance with 23 U.S.C. 137;
 - n. Data collection, maintenance, and integration and the costs associated with obtaining, updating, and licensing software and equipment required for risk-based asset management and performance based management, and for similar activities related to the development and implementation of a performance based management program for other public roads;
 - o. Construction of any bridge in accordance with 23 U.S.C. 144(f) that replaces any low water crossing (regardless of the length of the low water crossing); any bridge that was destroyed prior to January 1, 1965; any ferry that was in existence on January 1, 1984; or any road bridge that is rendered obsolete as a result of a Corps of Engineers flood control or channelization project and is not rebuilt with funds from the Corps of Engineers. Not subject to the Location of Project requirement in 23 U.S.C. 133(c); and
 - p. Actions in accordance with the definition and conditions in 23 U.S.C. 144(g) to preserve or reduce the impact of a project on the historic integrity of a historic bridge if the load capacity and safety features of the historic bridge are adequate to serve the intended use for the life of the historic bridge. Not subject to the Location of Project requirement in 23 U.S.C. 133(c).
- (22) Rural barge landing, dock, and waterfront infrastructure projects in accordance with 23 U.S.C. 133(j) (See Section K of this memorandum). Not subject to the Location of Project requirement in 23 U.S.C. 133(c). This eligibility was added by the BIL.
- (23) Projects to enhance travel and tourism. This eligibility was added by the BIL. The following activities are made eligible by other sections of 23 U.S.C.:
- (24) Public transportation projects: (i) as described in 23 U.S.C. 142(a)(1), (a)(2), (a)(3), and (c); and (ii) meeting the requirements contained in 23 U.S.C. 142.
- (25) Initiatives to halt the evasion of payment of motor fuel taxes as provided for under 23 U.S.C. 143(b)(8), including expenditure limitations.
- (26) Workforce development, training, and education activities under 23 U.S.C. 504(e).

2. **Applicability of Planning Requirements (23 U.S.C. 133(d)(5)):** Programming and expenditure of funds for projects shall be consistent with 23 U.S.C. 134 and 135, as amended by the BIL. Projects must be identified in the Statewide Transportation Improvement Program (STIP)/Transportation

Improvement Program (TIP) and be consistent with the Long-Range Statewide Transportation Plan and the Metropolitan Transportation Plan(s) (See 23 U.S.C. 133(d)(5)). When obligating suballocated funding discussed below), the State must coordinate with relevant metropolitan planning organizations (MPO) or rural planning organizations (See 23 U.S.C. 133(d)(3)).

STBG projects for eligible planning purposes must be reflected in the statewide SPR work program or Overall Work Program. Further, these projects must be in the FTIP unless the State DOT or MPO agree that they may be excluded. (23 CFR 420.119(e))

3. **Applicability of 23 U.S.C. 217(i) for Bicycle Projects:** 23 U.S.C. 217(i) requires that bicycle facilities be principally for transportation, rather than recreation, purposes. However, 23 U.S.C. 133(b)(7) and 133(h) list “recreational trails projects” as eligible activities under STBG. Therefore, the requirement in 23 U.S.C. 217(i) does not apply to recreational trails projects (including for bicycle use) using STBG funds. Section 217(i) continues to apply to bicycle facilities other than trail-related projects, and Section 217(i) continues to apply to bicycle facilities using other Federal-aid highway program funds (e.g., NHPP, Highway Safety Improvement Program, and Congestion Mitigation and Air Quality Improvement Program). The transportation requirement under Section 217(i) is applicable only to bicycle projects; it does not apply to any other trail use or transportation mode.

CMAQ PROGRAM AND ELIGIBILITY

PROJECT CATEGORIES

The CMAQ program funds transportation projects or programs that will contribute to improved air quality standards. Fresno COG continues to pursue funding a balanced program of transportation projects that will improve air quality in our region. Projects are compared, scored, and funded within the same category.

TRANSIT IMPROVEMENTS

- New transit facilities if they are associated with new or enhanced transit service.
- New transit vehicles (bus, rail, van) to expand the fleet.
- Existing fleet vehicles' replacement or retrofits.
- Operating assistance to support new transit services
- Subsidies for regular transit fares, but only if the reduced or free fare is part of an overall program for preventing exceedances of an air quality standard during periods of high pollutant levels.

CLEANER FUEL TECHNOLOGY

- Alternative fuel vehicles (school buses, refuse vehicles, trucks, etc.).
- On-site fueling facilities and other infrastructure needed to fuel alternative-fuel vehicles.
- Diesel retrofits (non-transit)

Note: CMAQ funding for vehicles that serve general government operations (e.g., police and firefighting) is limited to the incremental cost difference between standard and alternative fuel vehicles. For public fleet alternative fuel vehicles that provide a dominant transportation function, the full vehicle is eligible for participation. Please see Appendix B for the April 6, 2011 FHWA memo and the May 1, 2012 FHWA clarification.

Note: Most projects funded under this category must comply with Buy America requirements.

TRAFFIC FLOW IMPROVEMENTS

- Projects to develop, establish, and implement the congestion management system for both highway and transit facilities.
- Traffic signal and/or intersection modernization, coordination, or synchronization projects designed to improve traffic flow within a corridor or throughout an area.
- New traffic signal or roundabout projects designed to improve traffic flow at a congested intersection within a corridor or throughout an area.
- Operating expenses that can be shown to: (1) have air quality benefits, (2) result from new or additional services, and (3) not displace previous funding mechanisms, such as fares or fees for services.

ACTIVE TRANSPORTATION

- Construction of active transportation infrastructure that connects key travel demand destinations.
- Complete streets projects that incorporate active transportation components.
- Non-construction projects related to safe bicycle use.

PARTICULATE MATTER (PM-2.5/10) REDUCING

- PM-2.5/10 efficient street sweepers.
- Paving/stabilizing unpaved roads and/or shoulders and other particulate matter reduction projects

MISCELLANEOUS

Projects that do not fit under the other category descriptions include, but are not limited to, the following:

- Travel demand management, including activities ranging from carpool and vanpool programs to parking management and road pricing measures.
- Outreach activities, such as public education on transportation and air quality, advertising transportation alternatives to SOV travel, and technical assistance to employers or other outreach activities relating to promoting non-SOV travel.
- Marketing programs to broaden transportation alternatives' appeal to SOV travel and public education campaigns involving the link between transportation and air quality.
- Carpool and vanpool programs include computer matching of individuals seeking to carpool and employer outreach to establish rideshare programs and meet CAA requirements.
- New or expanded rideshare programs, such as new locations for matching services, upgrades for computer matching software, etc.
- Purchasing or leasing vehicles for vanpool activities (five-year maximum for operating costs).
- Planning, technical and feasibility studies, training, coordination, marketing and promotion of telecommuting are eligible activities under CMAQ.
- Intermodal freight facilities.
- Project development activities that lead to construction of facilities or new services and programs with air quality benefits, such as preliminary engineering or project planning studies.

More information is available in the Bipartisan Infrastructure Law (BIL) fact sheet at <https://www.fhwa.dot.gov/bipartisan-infrastructure-law/cmaq.cfm>. For complete information on project eligibility please see Appendix A: *The Congestion Mitigation and Air Quality (CMAQ) Improvement Program under the Moving Ahead for Progress in the 21st Century Act Interim Program Guidance* November 12, 2013

COST-EFFECTIVE

Cost-effective projects are those that meet the **\$63 per pound** (\$126,000 per ton) cost- effectiveness threshold. Project cost-effectiveness is determined by the California Air Resource Board's (CARB) Air Quality Cost-Effectiveness Calculations Methodology or other method, dependent on project type.

Additional information and links are available in the next section.

CRP PROGRAM AND ELIGIBILITY

PROJECT ELIGIBILITY CRITERIA

This guidance for project eligibility is based on FHWA's Carbon Reduction Program (CRP) guidance as described in the Bipartisan Infrastructure Law (BIL) fact sheet at https://www.fhwa.dot.gov/bipartisan-infrastructure-law/crp_fact_sheet.cfm.

All projects and programs eligible for CRP funds must come from a conforming Regional Transportation Plan (RTP) and Federal Transportation Improvement Program (FTIP) and be consistent with the transportation conformity provisions contained in section 176(C) of the Clean Air Act (CAA) and the Transportation Conformity Rule. Projects need to be included in FTIPs developed by MPOs or states respectively, under the metropolitan or statewide planning regulations. Projects also need to complete the National Environmental Policy Act (NEPA) requirements and meet basic eligibility requirements for funding under titles 23 and 49 of the United States Code. Projects must comply with Americans with Disabilities Act (ADA) requirements, and provisions for Buy America.

Project applicants are either a public agency, i.e. city, county, special district, Caltrans, transit operator, transit authority or a non-profit agency with a public agency sponsorship. Successful project applicants, or their sponsors, must have executed a master agreement with Caltrans or be a Federal Transit Administration (FTA) eligible grant applicant, or have an agreement with such an eligible agency to sponsor the project.

In cases where specific guidance is not provided, the following should guide CRP eligibility decisions.

ELIGIBLE PROJECTS

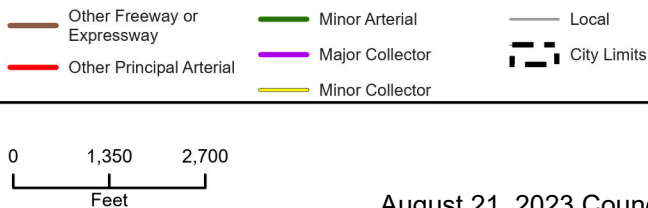
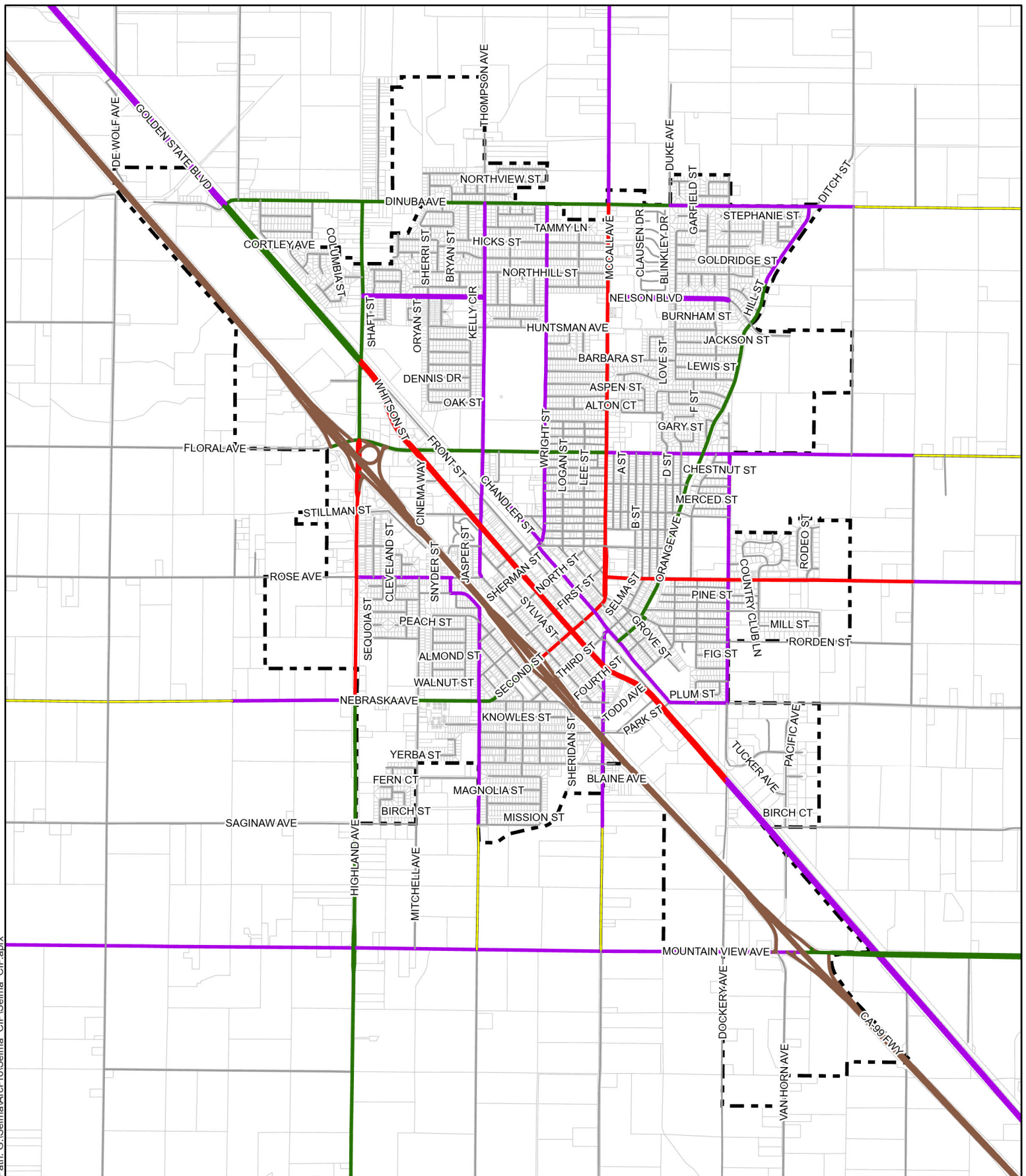
- CRP funds may be obligated for projects that support the reduction of transportation emissions, including, but not limited to— [except as noted, § 11403; 23 U.S.C. 175(c)(1)]
 - a project described in 23 U.S.C. 149(b)(4) to establish or operate a traffic monitoring, management, and control facility or program, including advanced truck stop electrification systems;
 - a public transportation project eligible under 23 U.S.C. 142;
 - a transportation alternative (as defined under the Moving Ahead for Progress under the 21st Century Act [23 U.S.C. 101(a)(29), as in effect on July 5, 2012]), including, but not

- limited to, the construction, planning, and design of on-road and off-road trail facilities for pedestrians, bicyclists, and other nonmotorized forms of transportation;
- a project described in 23 U.S.C. 503(c)(4)(E) for advanced transportation and congestion management technologies;
- deployment of infrastructure-based intelligent transportation systems capital improvements and the installation of vehicle-to-infrastructure communications equipment;
- a project to replace street lighting and traffic control devices with energy-efficient alternatives;
- development of a carbon reduction strategy developed by a State per requirements in 23 U.S.C. 175(d);
- a project or strategy designed to support congestion pricing, shifting transportation demand to nonpeak hours or other transportation modes, increasing vehicle occupancy rates, or otherwise reducing demand for roads, including electronic toll collection, and travel demand management strategies and programs;
- efforts to reduce the environmental and community impacts of freight movement;
- a project that supports deployment of alternative fuel vehicles, including—
 - acquisition, installation, or operation of publicly accessible electric vehicle charging infrastructure or hydrogen, natural gas, or propane vehicle fueling infrastructure; and
 - purchase or lease of zero-emission construction equipment and vehicles, including the acquisition, construction, or leasing of required supporting facilities;
- a project described in 23 U.S.C. 149(b)(8) for a diesel engine retrofit;
- certain types of projects to improve traffic flow that are eligible under the CMAQ program, and that do not involve construction of new capacity; [§ 11403; 23 U.S.C. 149(b)(5); and 175(c)(1)(L)]
- a project that reduces transportation emissions at port facilities, including through the advancement of port electrification; and
- any other STBG-eligible project, if the Secretary certifies that the State has demonstrated a reduction in transportation emissions, as estimated on a per capita and per unit of economic output basis. (Note: FHWA will issue guidance on how the Secretary will make such certifications.) [§ 11403; 23 U.S.C. 133(b) and 175(c)(2)]

EMISSIONS REDUCTION REQUIREMENT

Air quality improvement is defined by several distinct terms in 23 U.S.C. §149. These terms include contribution to attainment, pollution reduction, air quality benefits, and others. For purposes of this guidance, emission reductions represent this group of terms. CRP-invested projects or programs must reduce CO₂ emissions from transportation. These reductions must contribute to the area's overall clean air strategy and can be demonstrated by the assessment that is required under this guidance. States and MPOs also may consider the ancillary benefits of eligible projects, including congestion relief, safety, or other elements, when programming CRP funds, though such benefits do not alone establish eligibility.

More information is available in the Bipartisan Infrastructure Law (BIL) fact sheet at https://www.fhwa.dot.gov/bipartisan-infrastructure-law/crp_fact_sheet.cfm.



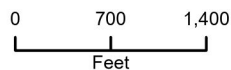
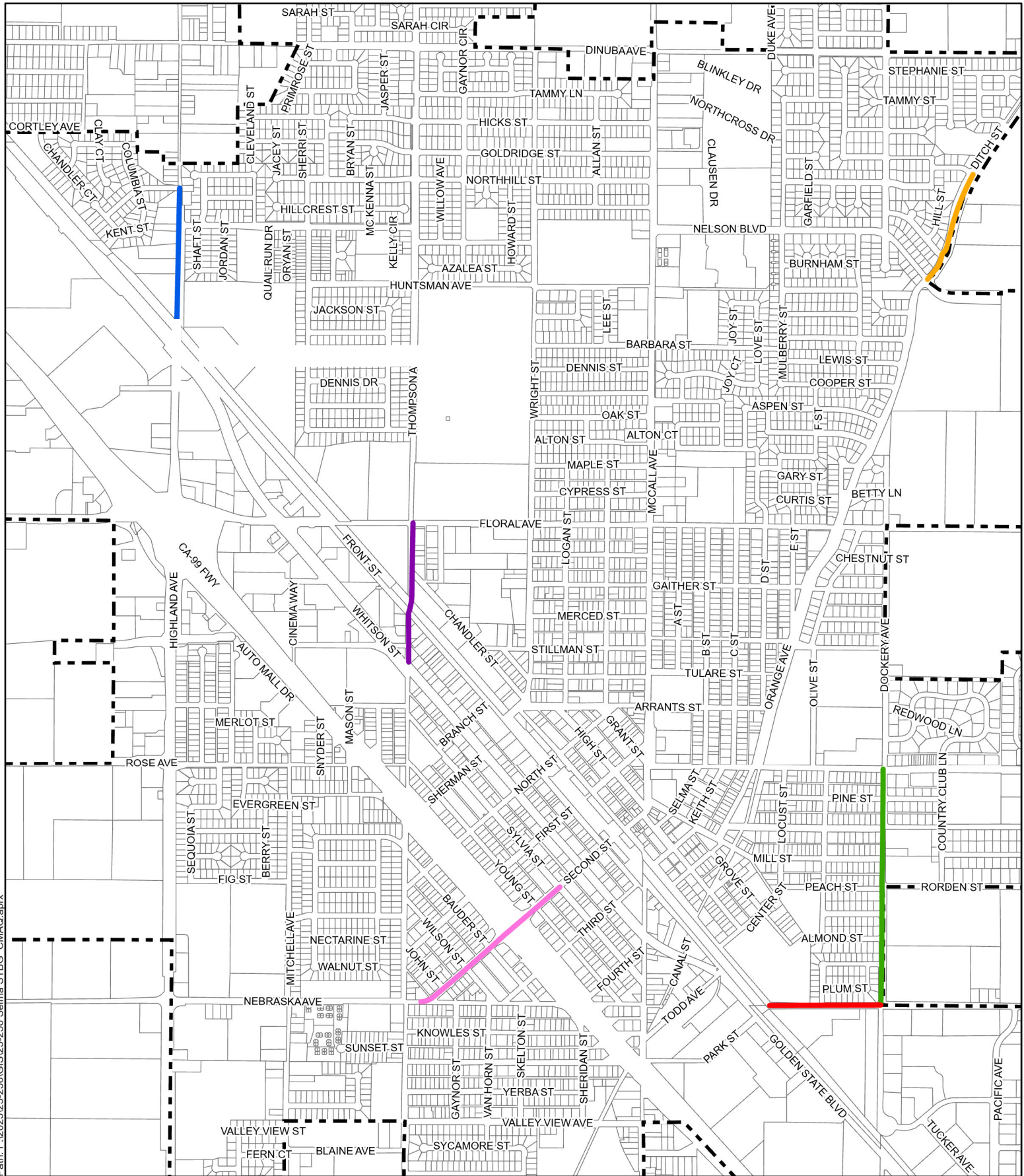
— Other Freeway or Expressway
— Other Principal Arterial

- Minor Arterial
- Major Collector
- Minor Collector

— Local
City Limits

Cal Trans
Road Classification





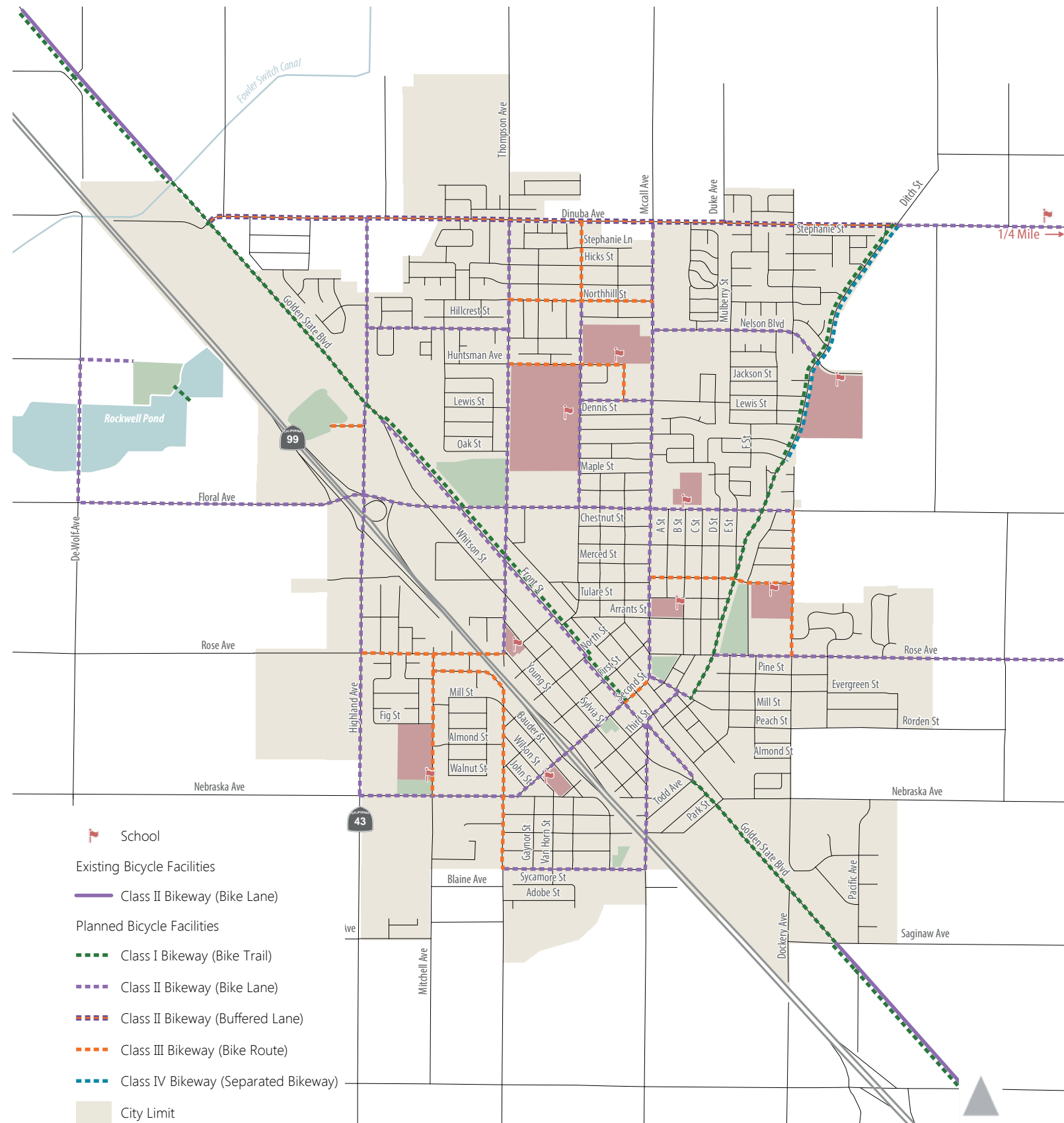
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|---|---|-------------|
| STBG Priority 1 - Nebraska Ave - Pavement Rehab | CMAQ Priority 1 - Highland Avenue, UPRR to Northhill Ave. | City Limits |
| STBG Priority 2 - Orange Ave - Pavement Rehab | | |
| STBG Priority 3 - Dockery Ave - Pavement Rehab | CMAQ Priority 2 - Thompson Avenue - Whitson to Floral | |
| | CMAQ Priority 3 - Second St - Reconstruction | |

Project Location Map City of Selma

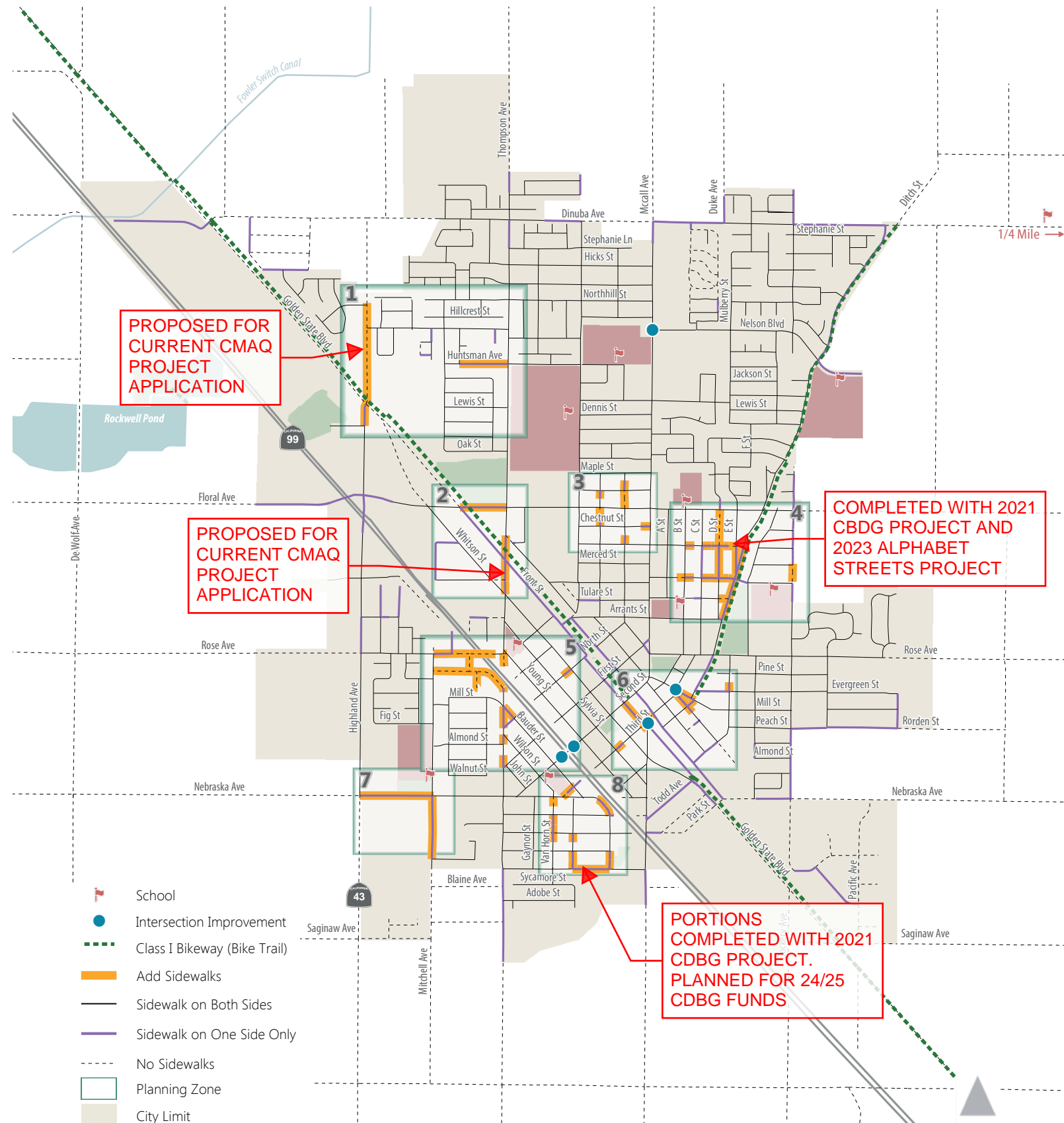
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PLANNED SIDEWALKS & TRAILS



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

August 21, 2023

ITEM NO: 2.

SUBJECT: Consideration of a Resolution Approving Final Acceptance and Notice of Completion for the Stillman Street and High Street Road Improvements Project; Improvements on Stillman Street between McCall Avenue and Chandler Street, and High Street between Stillman Street and Tulare Street

BACKGROUND: The Stillman Street and High Street Road Improvements Project (“Project”) is located along Stillman Street between Chandler Street and McCall Avenue, and along High Street between Stillman Street and Wright Street. The Project included the complete removal and reconstruction of the paved street surface. A portion of concrete curbs, gutters, and valley gutters were removed and replaced to improve stormwater drainage. Portions of public sidewalks and several curb ramps were removed and replaced to address accessibility issues.

DISCUSSION: The Public Works and Engineering Department is requesting that the City Council approve the Notice of Completion for the Project. All work has been completed, has met all design standards, and has been approved by the City Engineer.

FISCAL IMPACT:

RECOMMENDATION: Adopt the Resolution approving the Notice of Completion for the Stillman Street and High Street Road Improvement Project and authorize the City Manager to execute the required documents.

<u>/s/</u>	<u>August 16, 2023</u>
David Horn	Date
City Engineer	

/s/ August 16, 2023
Jerome Keene
Deputy City Manager Date

<u>/s/</u>	<u>August 16, 2023</u>
Fernando Santillan	Date
City Manager	

RESOLUTION NO. 2023-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA APPROVING FINAL ACCEPTANCE AND NOTICE OF
COMPLETION FOR THE STILLMAN STREET AND HIGH STREET ROAD
IMPROVEMENTS PROJECT**

WHEREAS, Don Berry Construction, Inc., a California Corporation, has completed the work for the Stillman Street and High Street Road Improvement Project; and,

WHEREAS, the Contract Public Works Inspector has inspected the improvements required by the City and all improvements required have been completed; and,

WHEREAS, the City Engineer recommends acceptance of Stillman Street and High Street Road Improvement Project and requests City Council to authorize the City Engineer to record the Notice of Completion for the project.

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. City Council accepts the Stillman Street and High Street Road Improvements Project and authorize the City Engineer to record the Notice of Completion.
3. **Severability.** The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.
4. **Effective Date.** That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Selma held on the 21st day of August 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

Recording Requested By
City of Selma

When Recorded Return To:
City of Selma - City Clerk
1710 Tucker Street
Selma, CA 93662

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."

THIS SPACE IS FOR RECORDING INFORMATION ONLY

**NOTICE OF COMPLETION
(UNDER SECTION 1187 C.C.P.)**

NOTICE IS HEREBY GIVEN that the undersigned, City of Selma, a Municipal Corporation, is the owner of the real estate situated in the City of Selma, County of Fresno, State of California, and described as follows, to-wit:

Stillman Street and High Street Road Improvements;

That the address of said owner is City Hall, 1710 Tucker Street, Selma, California;

That the nature of the title of the owner to said real estate is that of fee simple and/or easement;

That the name of the Contractor is Don Berry Construction, Inc., 13701 Golden State Boulevard, Kingsburg, CA 93631;

That on the 13th day of July, 2023, the Contract for the work on the above-described property was actually completed.

By: _____
Fernando Santillan, City Manager
Owner

I, _____, being duly sworn says:

That I am the agent of the Owner of the property described in the foregoing Notice; that I have read the foregoing Notice and know the contents thereof, and that the same is true of my own knowledge.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."

CITY OF SELMA, a Municipal Corporation

By: _____
Fernando Santillan City Manager
Owner

State of California
County of Fresno

On August 21, 2023, before me, Reyna Rivera, City Clerk, personally appeared _____ City Manager, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under laws of the State of California the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Reyna Rivera, Selma City Clerk

(Acknowledgment taken by City Clerk pursuant to California Civil Code Section 1181)

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

August 21, 2023

ITEM NO: 3.

SUBJECT: Consideration of a Request by the California League of Cities for Opposition of State Authority to Approve Housing on State-Owned or Leased Lands Without Following Local Zoning or Development Standards (SB 423 and AB 309)

DISCUSSION: The City Manager's Office received a request from the California League of Cities for opposition of state authority to approve housing on state-owned or leased lands without following local zoning or development standards.

Attached is the fact sheet and sample letter.

FISCAL IMPACT: None.

RECOMMENDATION: Consider Request by the California League of Cities for Opposition of State Authority to Approve Housing on State-Owned or Leased Lands Without Following Local Zoning or Development Standards and provide direction to staff.

_____/s/_____
Fernando Santillan
City Manager

August 15, 2023
Date

Attachments:

1. Fact Sheet
2. Sample letter for SB 423
3. Sample letter for AB 309

OPPOSE

SB 423 (Wiener) and AB 309 (Lee)

These measures would greatly expand state authority to approve housing on state-owned or -leased lands without following local zoning or development standards.

ACTION

SB 423 would greatly expand SB 35 (Chapter 366, Statutes of 2017) and require cities to ministerially approve certain multifamily housing projects without public input or environmental review, even on parcels under the California Coastal Commission's jurisdiction. Cities would have no ability to impose zoning standards, objective standards, or design review requirements on state-owned or -leased land.

AB 309 would create the Social Housing Program within the Department of General Services to facilitate the construction of government-owned housing on leased state property or excess state-owned property. Cities would have no ability to impose zoning standards, objective standards, or design review requirements on state-owned or -leased land.

SB 423 and AB 309 have not been set for a hearing in the Appropriations Committees. However, they will be heard sometime between Aug. 14 and Sept. 1.

- 1) Voice your opposition **TODAY** by submitting a letter to **YOUR SENATOR** opposing AB 309 and submitting a letter to **YOUR ASSEMBLY MEMBER** opposing SB 423. [Click here](#) to find your Senator and Assembly Member. A sample letter for SB 423 can be found [here](#) and a sample letter for AB 309 can be found [here](#).

Talking points:

- City officials intimately understand the housing crisis as it plays out in their communities every day. Local leaders are working to find creative solutions so homes of all income levels can be built.
- Cities are finalizing local housing plans that will identify sites for more than 2.5 million new homes statewide, all while navigating the state's annual barrage of overreaching housing bills that have thus far demonstrated limited success.
- SB 423 and AB 309 are the latest overreaching bills. They would disregard state-mandated local housing plans and expand state authority to approve housing on state-owned or -leased lands without following local zoning or development standards.

- Instead of continuing to pursue top-down, one-size-fits-all legislation, lawmakers should partner with local officials.
- That's why **YOUR CITY NAME** continues to call on the Governor and lawmakers to invest \$3 billion annually in the state budget to help cities prevent and reduce homelessness and spur housing development.
- Targeted, ongoing funding is the only way cities can find community-based solutions that get support unhoused residents and keep Californians in their homes.
- California will never produce the number of homes needed with an increasingly state driven, by-right housing approval process.
- Join me and oppose SB 423 (Wiener) and AB 309 (Lee).



C I T Y O F S E L M A

1710 TUCKER STREET • SELMA, CALIFORNIA 93662

August 16, 2023

The Honorable Joaquin Arambula
Member, California State Assembly
PO Box 942849
Sacramento, CA 94249-0031

RE: **SB 423 (Wiener) By-right housing approvals: multifamily housing developments:
SB 35 (Chapter 366, Statutes of 2017) expansion.
Notice of Opposition**

Dear Assembly Member Arambula:

The City of Selma writes to express our opposition to SB 423, which would greatly expand SB 35 (Chapter 366, Statutes of 2017), extend the Jan. 1, 2026 sunset date to Jan. 1, 2036, and allow the Department of General Services (DGS) to control housing developments on state-owned or -leased property, regardless of the locally required zoning or development standards.

The City of Selma intimately understands the affordable housing and homelessness crisis as it plays out in our community every day. Local leaders are working to find creative solutions so homes of all income levels can be built. They're taking on these difficult and complex tasks, and in many cases successfully planning for more than 2.5 million new homes statewide, all while navigating the state's annual barrage of overreaching housing bills that have thus far demonstrated limited success.

SB 423 is the latest overreaching bill. This measure would double-down on the recent trend of the state overriding its own mandated local housing plans by forcing cities to approve certain housing projects without regard to the needs of the community, opportunities for environmental review, or public input. While it may be frustrating for some developers to address neighborhood concerns about traffic, parking, and other development impacts, those directly affected by such projects have a right to be heard. Public engagement also often leads to better projects. Not having such outlets will increase public distrust in government and result in additional ballot measures limiting housing development.

Instead of continuing to pursue top-down, one-size-fits-all legislation, lawmakers should partner with local officials. That's why the League of California Cities continues to call on the Governor and lawmakers to annually invest \$3 billion to help cities prevent and reduce homelessness and spur housing development. Targeted, ongoing funding is the only way cities can find community-based solutions that get our residents off the streets and keep them in their homes. California will never produce the number of homes needed with an increasingly state driven, by-right housing approval process. What is really needed is a sustainable state investment that matches the scale of this long-term crisis.

For these reasons, the City of Selma respectfully opposes SB 423.

Sincerely,

Fernando Santillan
City Manager
City of Selma

cc: Rajveer Rakkar, (via email: rrakkar@calcities.org)
League of California Cities (via email: cityletters@calcities.org)



C I T Y O F S E L M A

1710 TUCKER STREET • SELMA, CALIFORNIA 93662

August 16, 2023

The Honorable Anna Caballero
Member, California State Senate
1021 O Street, Suite 7620
Sacramento, CA 95814

RE: **AB 309 (Lee) Social Housing Program**
(as amended 7/13/2023)
Notice of Oppose Unless Amended

Dear Senator Caballero:

The City of Selma writes to express our opposition to AB 309 (Lee), unless it is amended to address our concerns. AB 309 would create the Social Housing Program within the Department of General Services (DGS) to facilitate the construction of government-owned housing on leased state property or excess state-owned property. Cities would have no ability to regulate zoning or development standards, including floor area ratios, height limitations, or density requirements.

The City of Selma strongly supports the intent of AB 309, which is to produce more housing as housing affordability and homelessness are among the most critical issues facing California cities. Affordably priced homes are out of reach for many people and housing is not being built fast enough to meet the current or projected needs of people living in the state. Cities lay the essential groundwork for housing production by planning and zoning new projects in their communities based on extensive public input and engagement, as well as state housing laws. Importantly, cities are currently updating housing plans to identify sites for more than 2.5 million additional housing units.

AB 309 would disregard this state-mandated planning process and specifically empower DGS to make land use and zoning decisions on state excess property. If DGS can approve housing, why should cities go through the multiyear planning process to identify sites suitable for new housing units if the state can ignore those plans and build housing on sites never considered for new housing?

While AB 309 currently limits DGS authority to three housing projects on declared excess state property suitable for housing, the measure broadly establishes the Social Housing Program within DGS and could be easily expanded to include all state-owned lands.

Bypassing California's longstanding housing planning laws and local rules is not a way out of the housing crisis. That's why Cal Cities continues to call on the Governor and lawmakers to annually invest \$3 billion to help cities prevent and reduce homelessness and spur affordable housing development. Targeted, ongoing funding is the only way cities can find community-based solutions that produce housing at all income levels.

For these reasons, the City of Selma respectfully opposes AB 309 unless it is amended to address our concerns.

Sincerely,

Fernando Santillan
City Manager
City of Selma

Cc: Rajveer Rakkar (*via email: rrakkar@calcities.org*)
League of California Cities (*Via email: cityletters@calcities.org*)

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

August 21, 2023

ITEM NO: 4.

SUBJECT: Consideration of Fee Waiver Policy and Regulations Related to Special Events

BACKGROUND: On March 4, 2019, the City Council adopted Resolution No. 2019-11R, which established the Fee Waiver and Fee Reduction Program (Waiver Policy) specifically for Special Event applications from qualifying non-profit organizations and events. The Waiver Policy identifies an annual limit during a fiscal year of \$5,000 that can be waived for qualifying non-profit organizations and events. Furthermore, the Waiver Policy has requirements for the timing of the waiver request (60 days prior to the event) and findings that the Council or staff must make in order to waive fees:

- Create revenue-generating opportunities for local businesses
- Become recurring and self-sustaining
- Involve more than one Selma community group (in event organization and/ or participation)
- Contain an education component
- Commit to tracking event attendance and vendor sales
- Encourage City Council priorities and adopted policies

With the adoption of the recent adoption of the Special Event Ordinance, the Waiver Policy has been codified within the Municipal Code.

DISCUSSION: The adoption of the fee waiver policy was intended to provide a streamlined method to waive some fees associated with a Special Event by giving the authority to the City Manager ten times a year to reduce the burden of applicants by \$500 per event. However, if an applicant requests an amount exceeding the City Manager's authority, the waiver application is presented to the City Council for consideration.

Since the implementation of the Waiver Policy in 2019 and prior to the current fiscal year, the City has waived approximately \$128,956, which would exceed the limits of the Waiver Policy by \$106,506.

During the recent budget adoption process as well as during the Special Event Ordinance update, the Council emphasized the need for applicants to properly plan for financing their events and move away from relying on waivers, as the fees that have not been collected would have otherwise been utilized for reinvestment in City facilities. With the fees waived, needed improvements to public facilities cannot be completed in a timely manner and/or require supplemental funding from other services, taking away from other projects or services being provided to residents.

Additionally, the Council and Staff also discussed "legacy events," which have long-standing traditions in the community, being budgeted annually for City sponsorship rather than being

subject to the Waiver Policy. By budgeting these items, it provides proper disclosure of true costs the City is prepared to pledge towards community events rather than the Waiver Policy, which does not truly disclose costs to the City at budget adoption if it is not adhered to.

Based on discussions, the proposed “legacy events” to be exempt from the Special Event Ordinance and budgeted for sponsorship in future fiscal years would be:

1. The Raisin Festival
2. 3rd of July Celebration
3. Band Festival
4. Christmas Parade

Under the Special Event Permit ordinance update, if the City enters into an agreement to co-sponsor these events with another organization or conducts these events as the sole applicant, these events would not be required to obtain a Special Event Permit and, therefore, also not be subject to associated fees. It is recommended that the City enter into agreements with other organizations to clearly delineate responsibilities for the operation of the event, such as for security or traffic control, and other associated costs, such as food and beverages, specific services, or personnel costs.

Based on prior waiver applications, the anticipated annual budget impact of sponsoring these events would be approximately \$40,000 to \$60,000.

Staff is requesting direction from the Council regarding the future implementation and applicability of the Waiver Policy as well as identifying legacy events so Staff can proceed with entering into agreements for these events so they are not subject to the Special Event Permit process.

FISCAL IMPACT: If legacy events are sponsored by the, the annual anticipated budget impact could be approximately \$40,000 to \$60,000.

RECOMMENDATION: Provide direction to Staff on how to proceed with the implementation of the Waiver Policy.

_____/s/_____ Jerome Keene Deputy City Manager	_____ August 16, 2023 Date
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_____/s/_____ Fernando Santillan City Manager	_____ August 16, 2023 Date
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CITY MANAGER'S/STAFF'S REPORT
COUNCIL MEETING DATE:

August 21, 2023

ITEM NO: 5.

SUBJECT: Consideration of a Resolution Approving User Fees Relating to Special Events

BACKGROUND: During the consideration of the recently adopted Special Event Permit Ordinance update, the Council gave direction to staff to review the corresponding Special Event Permit fees for public and private events to determine if they also needed to be amended to coincide with the actual current cost to process permits.

DISCUSSION: 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. The table below shows current fees and proposed revised fees at 100 percent cost recovery.

Fee Schedule ID	Fee Type	Current Fee	Proposed Fee
PO-016	Special Event (Public Property)	\$945	\$650
PO-016	Special Event Permit (Private Property)	\$670	\$510
PW-001	Street Closure Permit Fee	\$176 + \$10 per barricade	No Change
PO-016	Sound Permit Fee	\$80	No Change
PO-013	Police Department Services	Actual Costs per officer	No Change

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.

RECOMMENDATION: Conduct public hearing and adopt Resolution Revising Fees for Special Event Permits on public and private property.

_____/s/
Jerome Keene
Deputy City Manager

August 16, 2023
Date

_____/s/
Fernando Santillan
City Manager

August 16, 2023
Date

RESOLUTION NO. 2023 –

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA
AMENDING THE SCHEDULE OF FEES AND CHARGES
FOR SPECIAL EVENT PERMITS (USER FEES)**

WHEREAS, the City is permitted to adopt fees for municipal services, provided, however, that such fees do not exceed the estimated reasonable cost of providing such services; and

WHEREAS, the City has conducted an analysis of its services, the costs reasonably borne for providing those services, the beneficiaries of those services, and the revenues by those paying fees and charges for special services; and

WHEREAS, the City has established a policy of recovering the full costs reasonably borne for providing special services of a voluntary and limited nature, such that general taxes are not diverted for general services of a broad nature, and thereby utilized to subsidize unfairly and inequitably such special services; and

WHEREAS, City Staff has revised the City's existing fee schedule to reflect the estimated cost of provide certain services; and

WHEREAS, a notice of the public hearing on the proposed user fees was published in the Selma Enterprise on August 9, 2023, in accordance with the provisions of Government Code Section 6062a and the City's Code; and

WHEREAS, on August 21, 2023, the City Council conducted a duly noticed public hearing to consider the proposed fees, and considered all testimony written and oral; and

WHEREAS, the City Council desires to amend the City's existing fee schedule as set forth in Exhibit A, attached hereto and incorporated herein by reference, said fees do not exceed the estimated reasonable cost of providing such services.

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

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

Section 2: Fee Schedule Adoption. The fees set forth in Exhibit A are hereby adopted by the City Council as the fees for the services set forth therein. Said fees pertaining to user fees shall take effect on September 7, 2023, to coincide with the implementation of the Special Event Permit Ordinance, which was adopted by the City Council on August 7, 2023.

Section 3: Separate Fee for each Process. All fees set by this resolution are for each individual process, additional fees shall be required for each additional process or service that is requested or required. Where fees are indicated on a per unit or measurement basis the fee is for each individual unit or portion thereof within the indicated ranges of such units.

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 21st day of August, 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

EXHIBIT A

Fee Schedule ID	Fee Type	Current Fee	Proposed Fee
PO-016	Special Event (Public Property)	\$945	\$650
PO-016	Special Event Permit (Private Property)	\$670	\$510

THE SENTINEL
P O BOX 9
HANFORD CA 93232
(559)582-0471
Fax (559)582-2431

ORDER CONFIRMATION (CONTINUED)

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**CITY OF SELMA
CITY COUNCIL
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN, that the Selma City Council will conduct a public hearing on Monday, August 21, 2023 at 6:00 p.m. (or as soon thereafter as the matter may be heard) at City Hall in the Council Chambers, located at 1710 Tucker Street, Selma, California, to consider the following matter:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA
AMENDING THE SCHEDULE OF FEES AND CHARGES FOR CITY
SERVICES (USER FEES) PERTAINING TO SPECIAL EVENT PERMITS**

The City Council will receive testimony and consider all evidence, reports and comments regarding the proposed User Fee Pertaining to Special Event Permits.

An analysis of the services provided and the costs reasonably borne for providing those services has been conducted and is available for review in the Finance Department, M-F, 8 a.m. - 5 p.m. (closed for lunch 12:00 p.m. to 1:00 p.m.), at City Hall at the address listed above. Specific questions concerning the proposed User Fees can be directed to the Community Development Department by calling 559-891-2208.

Any persons wishing to speak for or against the proposed User Fees should attend the public hearing. All interested persons are invited to inspect the file and to be present to give testimony at the public hearing. Written comments may be sent via U.S. Mail or by hand delivery to the City of Selma, at City Hall, at the address listed above.

If you challenge the nature of the proposed items in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City of Selma at, or prior to, the public hearing.

Attest: Reyna Rivera, City Clerk