

Agenda Item A.  
**MINUTES**  
**SELMA CITY COUNCIL**  
**SPECIAL MEETING**  
**April 1, 2024**

Selma City Council Chambers  
1710 Tucker Street  
Selma, CA 93662

The special meeting of the Selma City Council was called to order at 4:02 p.m. in the Council Chambers. Council members answering roll call were: Guerra, Mendoza-Navarro, Trujillo, Mayor Pro Tem Cho, and Mayor Robertson.

**SELMA DISTRICT CHAMBER OF COMMERCE MOU STUDY SESSION:** City Manager Santillan discussed the existing District Chamber of Commerce agreement from 1994, emphasizing the necessity to update it and align with current circumstances. City Staff developed a proposal, which includes supporting small businesses with resources, workshops, training, leadership development, destination marketing, engaging visitors, and organizing community events. The proposal was presented and reviewed with Chamber leadership.

Economic Development Manager Aguirre stepped forward and provided a Power Point Presentation on the proposed MOU updates, emphasizing the need for clarity and specificity. The revised MOU outlined key deliverables such as Business Development, Policy Education, Destination Marketing, and Events. Detailed cost breakdowns were also provided for each activity, ensuring transparency in budget allocation. Business Development efforts focused on assisting businesses with regulatory requirements and attracting new enterprises to Selma through workshops and collaboration with City staff. She also discussed adjustments to the proposed MOU, which included reducing board seats for the City to one. Also highlighted was the recommendation of hiring of at least one full-time employee by the Chamber to manage the increased workload effectively and to diversify funding sources and provide regular reporting on activities, ensuring accountability for City funds. Economic Manager Aguirre reiterated the City's commitment to supporting the chamber with data sharing, facility access, and in-kind staff assistance. She also presented the consolidated budget of \$62,500 for various programs and initiatives, reflecting the City's commitment to bolstering support for local businesses through the Chamber and advised that these efforts aim to foster collaboration, drive economic development, and ensure transparent communication between the City and the Chamber for the benefit of Selma's business community.

Chamber of Commerce Board President Tucker stepped forward to discuss the proposal, which included hiring a full-time staff member to coordinate activities and services. Clarification was provided by City Manager Santillan that the position would not be specific for an economic development role. Mrs. Tucker discussed the Chamber Board's satisfaction with their current ability to manage their needs and cited comparisons with neighboring Chambers. She also highlighted their ongoing efforts to revive programs like the leadership program. Emphasis on the Chamber's commitment to keeping local businesses informed and their willingness to collaborate with the city, despite challenges in workshop attendance. Mrs. Tucker assured that the Chamber would maintain their services and extend invitations to City events, even if funding were withdrawn.

**RECESS:** At 5:12 p.m. the meeting was recessed for a short break. Mayor Robertson reconvened the meeting at 5:16 p.m.

City Manager Santillan led a review of the PowerPoint Presentation, seeking clarification on key points of the proposal. The Council deliberated on the Chamber's role in community engagement and the need for clearly defined responsibilities going forward. Emphasis was placed on enhancing community event involvement and offering comprehensive support for local businesses through workshops and technological resources. Council members agreed to maintain an open dialogue and actively seek input from the Chamber to achieve a mutually beneficial resolution aligned with the interests of both parties.

**ADJOURNMENT:** There being no further business, the meeting was adjourned at 5:57 p.m.

Respectfully submitted,  
Reyna Rivera, City Clerk

Agenda Item A.  
**MINUTES**  
**SELMA CITY COUNCIL**  
**REGULAR MEETING**  
**April 1, 2024**

Selma City Council Chambers  
1710 Tucker Street  
Selma, CA 93662

The regular meeting of the Selma City Council was called to order at 6:05 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 Kealoha Kaolelopono, Christ Driven Church led the invocation.

**ORAL COMMUNICATIONS**: No public comments were provided.

**CONSENT CALENDAR**: Mayor Robertson requested to pull Agenda Item C for separate discussion. Council member Mendoza-Navarro requested to pull Agenda Item F. A motion to approve the remainder of the Consent Calendar as written was made by Council member Guerra. The motion was seconded by Council member Mendoza-Navarro and carried unanimously.

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|--------------------|--|
| A. <u>Approved</u> | <b>CONSIDERATION OF MINUTES OF THE MARCH 4, 2024 COUNCIL MEETING</b>   |
| B. <u>2024-34R</u> | <b>CONSIDERATION OF A RESOLUTION AWARDING EMPLOYEE HEALTH INSURANCE AND BENEFITS BROKER AGREEMENT TO BURNHAM BENEFITS INSURANCE SERVICES, LLC</b>  |
| C. <u>Pulled</u>   | <b>CONSIDERATION OF A RESOLUTION APPROVING THE HIGH SPEED RAIL AUTHORITY CONTRACT TO CONTINUE THE CENTRAL VALLEY TRAINING CENTER AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL CONTRACT AGREEMENTS, AND PROGRAM SUBCONTRACTOR AGREEMENTS, AND ANY AMENDMENTS THERETO WITH THE CALIFORNIA HIGH SPEED RAIL AUTHORITY</b> |

Mayor Robertson pulled this item to inquire on the funding amount of the contract. City Manager Santillan covered revisions outlined in the contract, which encompassed the City's broader outreach responsibilities and an increase in administrative costs related to the reimbursement amount. Economic Development Manager Aguirre provided clarification regarding the \$2 million contract, specifying the City's allocation of \$266,143 for personnel reimbursement for the additional scope of work. A motion was then made by Council member Mendoza-Navarro and seconded by Council member Guerra to approve

RESOLUTION NO. 2024-35R APPROVING THE HIGH SPEED RAIL AUTHORITY CONTRACT TO CONTINUE THE CENTRAL VALLEY TRAINING CENTER AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL CONTRACT AGREEMENTS, AND PROGRAM SUBCONTRACTOR AGREEMENTS, AND ANY AMENDMENTS THERETO WITH THE CALIFORNIA HIGH SPEED RAIL AUTHORITY AS PRESENTED. The motion passed unanimously.

D. 2024-36R                    **CONSIDERATION OF A RESOLUTION ACCEPTING AN EASEMENT FOR PUBLIC UTILITY PURPOSES FROM VALLEY TRUCK PARKING ALONG NEBRASKA AVENUE**

E. 2024-37R                    **CONSIDERATION OF A RESOLUTION ACCEPTING AN EASEMENT FOR PUBLIC STREET AND UTILITY PURPOSES FROM VALLEY TRUCK PARKING FOR NEBRASKA AVENUE**

F. Pulled                      **CONSIDERATION OF A RESOLUTION APPROVING A REQUEST FOR A FEE WAIVER FOR FRESNO PFLAG**

Council member Mendoza-Navarro pulled this item to request a separate vote. A motion was made by Mayor Pro Tem Cho and seconded by Mayor Robertson to approve RESOLUTION NO. 2024-38R APPROVING A REQUEST FOR A FEE WAIVER FOR FRESNO PFLAG. The motion passed with the following vote:

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

G. 2024-39R                    **CONSIDERATION OF A RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH NCL GOVERNMENT CAPITAL FOR THE PURCHASE OF MOBILE DATA TRANSMISSION UNITS**

H. 2024-40R                    **CONSIDERATION OF A RESOLUTION AWARDING CONTRACT TO WC COMMERCIAL FOR THE SELMA SENIOR CENTER TREE DAMAGE REPAIR PROJECT**

I. Approved                    **CHECK REGISTER DATED MARCH 25, 2024**

**CONSIDERATION OF A RESOLUTION AWARDING CONTRACT TO DAWSON-MAULDIN, LLC FOR THE AMBERWOOD SPECIFIC PLAN SANITARY SEWER IMPROVEMENT PROJECT**

City Engineer Horn stepped forward to discuss the Amberwood Specific Plan Improvement Project. He reviewed the public bid process, timeline, and the recommendation to award the construction contract to Dawson-Mauldin, LLC in the amount of \$5,818,422.00 as well as standard 10% construction contingency for change orders. A motion was made by Council member Guerra and seconded by Council member Mendoza-Navarro to approve RESOLUTION NO. 2024-41R, AWARDING CONTRACT FOR THE AMBERWOOD SPECIFIC PLAN SANITARY SEWER IMPROVEMENT PROJECT. The motion carried unanimously.

## **PROPOSAL FOR ADOPTING A NEW CITY LOGO FOR SELMA**

Economic Development Manager Aguirre stepped forward and provided a Power Point presentation on the rebranding process that began in November 2023 to establish a cohesive and visually appealing brand identity, which was motivated by Selma's ongoing growth and development projects, aiming to attract both families and businesses to the area through consistent messaging. The first phase of the project involved design creation, including a logo, tagline, and color scheme, while the second phase focused on developing a comprehensive marketing strategy. Surveys conducted at the outset of the process informed the design direction, revealing Selma's blend of tradition and progress. City Staff collaborated with Golden Shovel Agency and aimed to depict Selma as a forward-thinking hub of innovation while honoring its agricultural heritage. The proposed logo is intended for widespread use in city communications, complementing rather than replacing the existing city seal. Public comment was received from Mr. Harvey Singh, Mr. Jim Avalos, Ms. Theresa Salas, Ms. Carmen Hill, and Ms. Stella Ramirez. Council shared their perspectives on the new logo proposal and reviewed aspects such as font styles and design elements. Council member Trujillo motioned to table the matter to allow Staff to incorporate feedback. The motion was seconded by Council member Guerra and carried unanimously.

## **CONSIDERATION OF A RESOLUTION ADOPTING A DOWNTOWN STOREFRONT IMPROVEMENT GRANT IN THE DOWNTOWN BUSINESS IMPROVEMENT DISTRICT**

Economic Development Manager Aguirre presented a storefront improvement grant proposal for the Downtown Business Improvement District (BID). The program aims to enhance downtown aesthetics and support businesses within the district. Ms. Aguirre outlined the application process and funding structure, highlighting that grant funds are issued on a reimbursement basis, requiring applicants to contribute a 50% match for the total project cost. She also explained the competitive nature of the selection process and reviewed the selection criteria. Following the presentation and with no public comments, Council members Guerra and Trujillo moved and seconded, respectively, to approve RESOLUTION NO. 2024-42R, ADOPTING A DOWNTOWN STOREFRONT IMPROVEMENT GRANT IN THE DOWNTOWN BUSINESS IMPROVEMENT DISTRICT. The motion passed unanimously.

## **REQUEST FOR COUNCIL DIRECTION ON BUSINESS LICENSE FEES**

Deputy City Manager Keene provided an analysis of business license fees, with a recommendation of setting a one-day business license fee for events at \$30, based on surrounding city averages. He advised that City Staff is also proposing the waiver of this fee for the Sikh Parade and the Raisin Festival for the current year. Additionally, Deputy City Manager Keene discussed updates to home occupation fees, distinguishing between minor and major home occupations, and anticipate minor home occupations will be subject to a lower fee with the proposed zoning code update. Staff also proposed the adjustment of the current business license application fee to cover 100% of staff costs, resulting in a \$50 reduction from the previous fee. Public comment was received from Ms. Carmen Hill and Mr. Harvey Singh. Council member Guerra motioned, and Council member Mendoza-Navarro seconded, TO APPROVE A TEMPORARY WAIVER OF BUSINESS LICENSE REQUIREMENTS FOR SIKH PARADE AND RAISIN FESTIVAL VENDORS FOR 2024 ONLY. Following further discussion on timelines and policies for special events, Council member Guerra and Council member Mendoza-Navarro amended the motion and second, respectively, to include REVISING THE BUSINESS LICENSE FEES AND REVISITING THE MATTER IN THE FUTURE. The motion passed unanimously.

**RECESS:** At 7:25 p.m. the meeting was recessed for a short break. Mayor Robertson reconvened the meeting at 7:31 p.m.

## **DISCUSSION ON SELMA’S HOUSING PRIORITIES**

City Manager Santillan presented housing priorities for Selma, particularly in light of Council member Mendoza-Navarro's upcoming trip to Washington DC to discuss housing issues. Council member Mendoza-Navarro highlighted the importance of understanding funding sources and mechanisms for housing projects, citing the potential for partnerships with organizations like Self-Help Housing. Council member Mendoza-Navarro clarified that her trip to DC is part of her duties and will involve meetings with federal officials alongside other housing authorities. With no revisions to the priorities, Council member Mendoza-Navarro thanked Council for their expressed support for her efforts.

## **QUARTERLY DEVELOPMENT UPDATE PRESENTATION**

Deputy City Manager Keene provided a Power Point presentation on the status of new, current, and idle projects within the City of Selma. He discussed procedural processes and general timelines for projects, including the traffic light requirements from Caltrans. It was noted that this item was information only and no Council action was taken.

**FUTURE AGENDA ITEMS:** Mayor Robertson requested a Certificate of Recognition for Richard Figueroa II, on his recent accomplishment at the NCAA Wrestling Tournament, which received consensus. He also raised the issue of Pop-Up events fees and timelines. Mayor Robertson received consensus.

**DEPARTMENTAL UPDATES:** City Manager Santillan reminded Council on the upcoming Budget Workshop and the upcoming Town Hall meeting regarding the New Waste Hauler.

Community Services Director Smart provided updates on the Spring Eggstravaganza event and the Brentlinger Park Playground project. Additionally, she addressed the challenges posed by the closure of the Selma High School pool for repairs and mentioned that alternative options are being considered for the Swim program.

Fire Chief Webster provided an update on recruitments in his department. City Manager Santillan added that the Request for Proposals for the fire station design is currently open.

City Clerk Rivera reported on the Selma Community drop-off week, and the Caltrans project, including scheduled lane changes and ramp closures. Also discussed was the street closures and detours related to the Valley View Storm Drain project and the upcoming Sikh parade.

Public Works Director Honn updated Council on the storm drain infrastructure maintenance project. He advised that the department is actively cleaning the system, identifying systems in need of repair, and mapping those that require attention. Additionally, he mentioned an increase in potholes due to recent storms and that the department is actively addressing this issue.

Police Chief Alcaraz discussed the recent increase in mail theft and is currently working with the post office.

**COUNCIL REPORTS:** Council member Mendoza announced her upcoming trip to Washington DC, representing both her professional capacity and as a constituent. She expressed gratitude to staff for their efforts in organizing the Selma Kingsburg Fowler County workshop and presentation.

Council member Trujillo echoed the appreciation for the workshop and presentation organized by staff.

Council Member Guerra reported attending the Reyes family fundraiser and the Central Valley Training Center graduation. She also met with Selma Unified School District staff and a Board Trustee regarding harassment and bullying concerns. Council member Guerra expressed interest in further honoring Richard Figueroa, possibly with a parade. She discussed the Selma Kingsburg Fowler County Joint meeting and commended staff for their partnership-building efforts. She inquired about the Golden State Blvd project's sidewalk repair delay, which Deputy City Manager Keene and Public Works Director Honn addressed.

Mayor Pro Tem Cho shared that she attended the Kings Basin meeting, Selma Kingsburg Fowler County Chamber mixer, Selma Kingsburg Fowler County Joint meeting, Central Valley Training Center graduation, and the Chamber Awards dinner.

Mayor Robertson reported attending a meeting with Selma Unified School District staff and a Board Trustee regarding harassment and bullying concerns, the Central Valley Training Center graduation, Fresno Council of Governments meeting, Fresno County Rural Transit Agency (FCRTA) meeting, and the fundraiser for the Reyes family. He thanked City Manager Santillan for his assistance and prompt attention on issuing a letter of support to FCRTA.

**ADJOURNMENT:** There being no further business, Mayor Robertson adjourned the meeting at 8:55 p.m.

Respectfully submitted,

Reyna Rivera, City Clerk

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

May 6, 2024

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**ITEM NO:** B.

**SUBJECT:** Consideration of a Resolution Approving the Memorandum of Understanding with Selma Police Officers Association from July 1, 2023 through June 30, 2024

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**DISCUSSION:** Labor negotiations with the Selma Police Officers Association (SPOA) bargaining unit have been ongoing since April 2023. City negotiators have recently concluded the meet-and-confer process with representatives of the SPOA and have reached a mutual agreement to modify the current Memorandum of Understanding (MOU). City Council authorization is required in order to implement the proposed amendments to the SPOA MOU.

The new terms of the MOU will be effective the first pay period after approval. The new terms include the following:

- Minimal language cleanup
- Article 3 - Salaries
  - Salary increase of 10% for Dispatcher I and 8% for Dispatcher II (retroactive to the pay period that includes July 1, 2023)
  - Salary increase to all bargaining unit members of 3.5% the first pay period to include July 1, 2024, IF the Classification and Compensation Study is not completed by July 1, 2024
- Article 4 – Additional Pay (Other Certificate Pay)
  - Remove “Safety Dispatcher II not eligible for FTO pay”
  - Increase from \$100 to \$250 per month for the following (retroactive to the pay period that includes July 1, 2023):
    - Field Training Officer (FTO)
    - K-9 Handler
    - Detective
    - School Resource Officer
  - Problem Oriented Policing Officer (POP) added; to receive \$250 per month effective upon ratification of MOU
- Article 5 – K-9 Maintenance Pay
  - Increase from 7 hours of maintenance to 10 hours per pay period
- Article 21 - Uniform Allowance
  - Officers – increase from \$1,000 to \$1,200 per year or \$300 quarterly
  - Dispatchers – increase from \$600 to \$800 per year or \$200 quarterly
  - If a balance on uniform revolving account, balance will be deducted from quarterly amount before payout
- Article 22 – Revolving Account for Uniforms/Equipment Assistance
  - Change payment to bi-weekly vs monthly
  - Increase monthly payment amount
    - 0-\$250 = \$50 per month or \$25 per pay period



- \$251-\$500 = \$100 per month or \$50 per pay period

**FISCAL IMPACT:** The MOU has a \$57,958 financial impact with \$200 to Measure S, \$1,800 to ACT and the remaining \$55,958 to the general fund.

Breakdown of Fiscal Impact:

Article 3 .....	33,530
Article 4.....	18,000
Article 5.....	828
Article 21.....	5,600
	<div style="border: 1px solid black; padding: 2px;">\$57,958</div>

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**RECOMMENDATION** Adopt the Resolution approving the Memorandum of Understanding with the Selma Police Officers Association for the term of July 1, 2023 through June 30, 2024.

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\_\_\_\_\_/s/\_\_\_\_\_  
 Janie Venegas  
 Administrative Services Director

\_\_\_\_\_April 26, 2024\_\_\_\_\_  
 Date

\_\_\_\_\_/s/\_\_\_\_\_  
 Fernando Santillan  
 City Manager

\_\_\_\_\_April 26, 2024\_\_\_\_\_  
 Date

RESOLUTION NO. 2024 – \_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,  
CALIFORNIA, APPROVING A MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF SELMA AND THE SELMA POLICE OFFICERS  
ASSOCIATION (SPOA) BARGAINING UNIT FOR THE TERM OF  
JULY 1, 2023 THROUGH JUNE 30, 2024**

**WHEREAS**, the City Manager has been authorized by Resolution No. 92-56R, adopted June 15, 1992, to represent the City in the meet and confer process with recognized employee organizations; and

**WHEREAS**, there exists a Selma Police Officers Association bargaining unit in the City, comprised of employees who provide police safety services; and

**WHEREAS**, the prior Memorandum of Understanding (MOU) expired June 30, 2021; and

**WHEREAS**, parties of the Selma Police Officers Association bargaining unit and City of Selma staff met and bargained in good faith and have mutually agreed upon an MOU to cover the period from July 1, 2023 through June 30, 2024; and

**WHEREAS**, said MOU has been presented by the City Manager for City Council approval; and

**WHEREAS**, the City Council is familiar with the terms and provisions of said MOU; and

**WHEREAS**, all legal prerequisites to the adoption of this Resolution have occurred; and

**WHEREAS**, the terms of the MOU shall be effective the first pay period after approval of the MOU.

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

**Section 1.** The City Council finds that the above recitals are true and correct and are incorporated herein by reference.

**Section 2.** The City Council hereby approves the MOU, attached hereto as Exhibit A, and incorporated herein by reference.

**Section 3.** Authorize the City Manager to execute said MOU on behalf of the City.

**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** this 6<sup>th</sup> day of May 2024, by the following vote:

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

ATTEST:

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Scott Robertson  
Mayor

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Reyna Rivera  
City Clerk

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF SELMA

AND

SELMA POLICE OFFICERS ASSOCIATION

FOR THE PERIOD

JULY 1, 2023 THROUGH JUNE 30, 2024

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## **A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SELMA AND SELMA POLICE OFFICERS ASSOCIATION**

This Memorandum of Understanding (MOU) is made and entered into between the City of Selma, herein "City" by its City Manager in his capacity as the Municipal Employees Relations Officer and the Selma Police Officers Association, herein "Association" pursuant to California Government Code, Section 3500, et seq and RESOLUTION NO. 92-R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA AMENDING RESOLUTION NO. 1027, PROVIDING FOR EMPLOYER-EMPLOYEE RELATIONS, approved the 15th day of June, 1992 as these documents are now or hereafter may be modified. City and Association agree as follows:

### **ARTICLE 1 – RECOGNITION**

City hereby confirms its continuing recognition of the Selma Police Officers' Association, as the recognized employee organization for only that unit defined as:

Employees of City specifically included in the position classifications listed in Article 2 of this MOU, excluding all other employees.

City agrees to meet and confer and otherwise deal exclusively with representatives of Association on all matters relating to the scope of representation pertaining to said employee unit as provided under the above-referenced Resolution and California Government Code Sections. In the event Resolution No. 92-R is modified, the modified Resolution shall apply. The proposed modification shall be submitted to the Association prior to the adoption, for input.

### **ARTICLE 2 – CLASSIFICATIONS IN UNIT**

A. The present position classifications within the above described employee unit are:

**Community Service Officer  
Corporal  
Police Officer  
Property/Evidence Technician  
Safety Dispatcher I/II**

1. *Although all classifications listed above are included and represented by this bargaining unit, not all covered employees are dues-paying members of the Selma Police Officers Association. Therefore, the term "Association" may or may not refer to all represented employees in this group.*

B. It is recognized that the establishment of new or revised position classifications within the unit covered by this MOU may be warranted because of changes in job content or services offered by the City. In the event that revised position classifications are recommended, Association shall be given an opportunity to have

input. The final decision concerning revised job classifications shall remain with City.

- C. Whenever the decision to hire or promote has been made by City, City shall provide for promotional opportunities based on:
1. The adopted job duty statements for each position, and
  2. Vacancies in positions
- D. The City Manager shall determine the method used to promote employees, including but not limited to written, oral and performance examinations.

### **ARTICLE 3 – SALARIES**

Salaries shall be paid in accordance with the Selma City Council approved Master Salary Schedule.

- A. Retroactive to the pay period that includes July 1, 2023, the following classifications shall receive the following salary increase:

- Dispatcher I – 10% increase

A	B	C	D	E	F
4100	4,305.00	4,520.25	4,746.26	4,983.58	5,232.75

- Dispatcher II – 8% increase

A	B	C	D	E	F
4428	4,649.40	4,881.87	5,125.96	5,382.26	5,651.37

- B. If the Classification and Compensation Study is not completed by July 1, 2024, all employees of this unit will receive a salary increase of 3.5% effective the first pay period that includes July 1, 2024.

### **ARTICLE 4 – ADDITIONAL PAY**

- A. P.O.S.T. Certificates  
Sworn Officers and Safety Dispatchers possessing the following P.O.S.T. Certificates shall be paid an additional sum as follows:

1. P.O.S.T. Intermediate Certificate - 3% of base salary per month
2. P.O.S.T. Advanced Certificate - an additional 3% of base salary per month

*(Maximum amount for both certificates - 6% of base salary per month)*

- B. Assignments

Covered employees who are assigned to perform the following duties in addition to their regular responsibilities shall receive an additional allowance of \$100 per month.

1. Motorcycle Patrol Officer (MPO)  
*Must possess a POST approved 80-hour Motorcycle Training Course Certificate*
2. Communications Training Officer (CTO)  
*Must possess a CTO Certificate*
3. M.A.G.E.C.
4. US Marshall Apprehension Detail
5. A.C.T.

Retroactive to the pay period that includes July 1, 2023, covered employees who are assigned to perform the following duties in addition to their regular responsibilities shall receive an additional allowance increase from \$100 to \$250 per month for the following:

6. Field Training Officer (FTO)  
*Must possess FTO Certificate*
7. K-9 Handler  
*Must possess certified K-9 certification*
8. Detective
9. School Resource Officer  
*Must complete SRO course within six (6) months from the date of assignment*

Effective upon ratification of MOU, the following will receive \$250 per month:

10. Problem Oriented Policing Officer (POP)

- C. The above amount shall be used in computing payment for overtime or call back time.

## **ARTICLE 5 – K-9 MAINTENANCE PAY**

Officers performing the assignment of K-9 Officer are entitled to compensation for the off-duty time spent caring for and maintaining the canine and the K-9 vehicle/unit. The City and Association acknowledge that the FLSA, which governs the entitlement to compensation for



canine duties and care, entitles the parties to agree to the approximate amount of off-duty time spent for the performance of canine duties and care. The FLSA also allows the City and the Association to agree on appropriate compensation for the performance of canine duties and care.

Following an investigation into the pertinent facts, including an inquiry of the Officers assigned to K-9 Special Assignment and consultation with K-9 Officer supervisors, the parties agree in good faith that additional time is required of the off-duty K-9 Officer to care for, groom, feed and train the canine and maintain and clean their canine vehicle/unit. The City and Association understand and agree that this additional compensation is intended to compensate K-9 Officers for all off-duty hours spent caring for, grooming, feeding, exercising, following healthcare instructions, cleaning of kennel and patrol vehicle and otherwise maintaining their canine unit, in compliance with the FLSA and interpretive case and rulings.

Therefore, the City will pay the K-9 Officer, while in custody of a canine, an additional ten (10) hours per 14-day pay period at the rate of time and one-half (1 ½) the hourly rate of K-9 maintenance pay. The K-9 maintenance hourly rate, as of the ratification of this MOU is \$11.00 per hour, excluding any certification, specialty or similar pays. The K-9 maintenance hourly rate, excluding any certification, specialty or similar pays, will be increased in conjunction with the State minimum wage hourly rate increases.

In the event of a medical emergency or other unusual circumstance requiring extraordinary care for the canine, the K-9 Officer must notify the department of the additional time that he/she is required to spend with the canine beyond the allotted ten (10) hours per 14-day pay period while in custody of the canine. Absent an emergency, the K-9 Officer must obtain approval from the department or notify the department of the additional time as soon as practicable. Compensation will be paid at the K-9 maintenance hourly rate.

Assignment of this position is at the discretion of the Police Chief. Selection for canine assignment may not be appealed or grieved. The Police Chief or his designee has the sole discretion and authority to establish and/or modify policies and procedures for canine assignments.

All other time spent as a K-9 Officer will be paid in accordance with the pay of a non-K-9 Officer. The parties also agree this compensation does not affect Article 4 – Additional Pay, K-9 Handler Pay. The ten (10) hours per 14-day pay period does not include up to 4 hours per pay period of actual off-duty in-house training nor up to 8 hours per month on-duty, actual training with outside vendor, that the canine is required to undergo.

#### **ARTICLE 6 - SHIFT DIFFERENTIAL PAY**

- A. Upon ratification of the MOU, shift differential will be paid to employees covered by this MOU as follows:
  - 1. Two percent (2%) of base salary for employees formally assigned to Swing Shift.

2. Two and one-half percent (2.5%) of base salary for employees formally assigned to "Relief Shift."
3. Three percent (3%) of base salary for employees formally assigned to Graveyard Shift.
  - a. When the Police Department has set the work schedule to 12-hour shifts, the employees formally assigned to the night shift shall receive the three percent (3%) differential.
4. Overtime, special duty, shift trades or any other cause for an employee to work a shift that's different than his/her formally assigned shift shall not make the employee eligible for shift differential pay.

#### **ARTICLE 7 – DEFERRED COMPENSATION**

City agrees to deposit up to one hundred dollars (\$100.00) per month into a tax deferred retirement account voluntarily established by the employee in the employee's name with one of the City's 457 Tax Deferred Compensation Plans that the employee elects. City will match the employee's contribution of up to fifty dollars (\$50.00) per pay period (maximum of two pay periods per month) for a maximum of one hundred dollars (\$100.00) per month. Conditions of said contributions shall be subject to IRS regulations governing such accounts.

#### **ARTICLE 8 – BILINGUAL PAY**

Positions represented by this MOU will be eligible to receive Bilingual Pay (Spanish, Punjabi, Arabic, and American Sign Language only). To receive this benefit, the employee will be required to pass an oral competency test administered by an independent party outside the employment of the City of Selma. Once certified the employee would receive the bilingual stipend of \$23.08 per pay period. Bilingual testing will be administered no less than each quarter.

#### **ARTICLE 9 - PAYROLL DEDUCTIONS**

- A. Employees who are members of the Association may request that the City deduct from their wages their regular monthly dues. Such dues shall be deducted and transmitted to Association upon voluntary, revocable, written authorization of the Association employee in a manner complying with legal requirements.
- B. For those employees who are members of Association, City shall, upon submission of signed authorization by Employee, deduct from the first paycheck of each month an amount to be transmitted to the State Center Credit Union for the purpose of providing savings and loan payments. It shall be the obligation of Association to furnish City with such authorization forms.
- C. Association promises to hold harmless and indemnify City for any liability City

should incur for any mistakes, negligence, or wrong, sustained as a result of this service.

#### **ARTICLE 10 - HOLIDAYS OR HOLIDAY IN LIEU PAY**

- A. Association employees shall observe sixteen (16) holidays per year (including Birthday and two floating holidays). Each holiday is equivalent to eight (8) hours, for an annual total of 128 hours of holiday leave.
- B. For 13 holidays or 104 hours total, unit employee will be paid straight time with no additional pay for the worked holiday for the term of the MOU. Pro-rated adjustments based on time in service will be made for employees entering or leaving City employment. Holiday in Lieu will be paid monthly on a prorated basis of 8.66 hours of Holiday in Lieu beginning the first pay period in April 2024.

The observance of the "floating" holidays shall be scheduled and approved in advance by the Chief of Police. 4. Employee's Birthday shall be observed as a "floating holiday" and should be taken within six (6) months of the actual dates. In the event that two year's accrual (or 16 hours) of the holiday are banked, the employee will need to take at least 8 hours of holiday time off as soon as possible. If time off is not possible or practical, City agrees to pay the employee up to 8 hours of holiday pay. Under no circumstances will an eligible employee lose an accrued floating holiday/holiday pay. The scheduling of the Employee Birthday holiday shall be subject to approval of the employee's department head.

#### **ARTICLE 11 – HOLIDAY COMPENSATION:**

Employees working holidays shall receive their regular salary plus one and one-half his/her base hourly rate for up to eight hours worked (except Birthday, which shall be observed, according to provisions of Article 10 above.

#### **ARTICLE 12 – VACATION:**

- A. The time at which the employee shall be granted a vacation is at the discretion of the Chief of Police. The predominant factor to be considered is the need of City. However, in an effort to accommodate the employee's requested vacation schedule, the department shall open to bid vacation scheduling in the order of classification seniority for a thirty-one (31) day period beginning January 1 of each year. Insofar as possible, classification seniority shall govern where more than one employee bids for the same period.
  - 1. The final vacation schedule as approved by the Chief of Police shall be posted in the employee work area.
  - 2. Vacation credit shall be accrued according to the following schedule.

Vacation Days are based on an eight hour work day.

<u>Years of Service</u>	<u>No. of Days per Month</u>	<u>No. of Hours per month</u>	<u>No. of Days per Year</u>
0-4	1.0	8	12
5-9	1.5	12	18
10-14	1.75	14	21
15 and over	2.0	16	24

3. Unit employees as defined in Article 2 shall be allowed to accrue up to a maximum of 360 hours of vacation leave.
4. Unit employees who have taken a minimum of 80 hours of Vacation Leave during the previous calendar year will be eligible for Vacation Buy-Back of up to fifteen (15) hours per year.
  - a. City will notify each employee by February 15 of each calendar year of eligibility to buy back vacation hours. Employee will have the option to receive payment for selected amount of vacation leave hours or decline this benefit. Eligible employees who choose to sell back their vacation leave hours will receive payment before March 31 of the calendar year.
- B. Annual vacations applied for other than during the open bid period shall be granted at the discretion of the Chief of Police or his authorized representative. Changes in the vacation schedule and/or usage of less than two (2) week blocks shall be authorized only by the Chief of Police or his authorized representative, whose decision shall be final and not subject to the grievance procedure.
- C. Vacation credits shall be earned monthly, with an employee starting work or terminating employment after the 1st day of a month earning the credit of vacation benefits on a pro-rata basis. For purposes of administration, pro-rata benefits shall be determined by dividing a month into four quarters and benefits accruing in no less than two (2) hour increments.
- D. Vacation credits shall accrue during the probationary period but are not earned until the end of said period.

### **ARTICLE 13 – SICK LEAVE**

- A. Sick leave shall accrue to employees of Association in accordance with the pertinent provisions of the City of Selma Personnel Rules and Regulations.
- B. Sick Leave Incentive: Each eligible employee shall be entitled to pay for a portion of earned sick leave credits on an annual basis, as follows:

1. First Tier: In order to be eligible for this incentive, Employee must have a minimum of 60 days (480 hours) of sick leave credit by the deadline date of November 1st. During the following twelve month period, employee will be able to continue accruing sick leave and will be eligible to receive Sick Leave Incentive.

- a. At the end of each year, City agrees to pay each eligible employee with at least 480 hours of accrued sick leave credit up to 50% of sick leave earned during the previous 12 month period (November 1-October 31) henceforth referred to as the "benefit period". Regular, full-time employees earn twelve days of sick leave during the benefit period. If no sick leave is used during the benefit period, employee will receive payment for six days. If sick leave credits are used by the employee during the benefit period, employee is eligible for pay for 50% of the unused sick leave credits remaining over and above 480 hours.

*For example: An employee who has 480 hours of sick leave credit at the beginning of the benefit period earns 96 hours (12 days) and uses eight days of sick leave during the benefit period. Employee is eligible to receive payment for 50% of the unused four days (two days of pay).*

- b. This benefit is not cumulative or retroactive and the employee must decide and declare annually whether to accept payment or receive sick leave credit. Any sick leave not paid for will continue to be credited for the employee's benefit to a maximum of 120 days.
- c. Payment to eligible employees shall be made by City annually in the month of December.

2. Second Tier: City agrees to pay each employee, who has accumulated 120 days (960 hours) of sick leave credit, 100% of sick leave credits earned but unused during the following twelve month period (which exceed the 960 hour sick leave accrual limit). When employee's sick leave has reached the maximum accrual of 960 hours, employee shall register the date with the Finance Department. Employee will then be allowed to register (but not accrue) the equivalent of eight additional hours per month, or 96 hours during the following twelve month period, for purposes of this benefit only. Employee would be eligible to receive payment for a maximum of 96 hours.

- a. If employee uses sick leave during the 12 month period in which sick leave is being registered, sick leave hours shall first be deducted from any registered hours above the 960 hour maximum. Employee shall then be eligible to receive sick leave incentive for any hours that are still registered, but unused.

- b. If employee uses more sick leave than those that have been registered above the 960 maximum, those sick leave hours would then be deducted from the 960 hour balance. Employee shall no longer be eligible for this sick leave incentive until employee has once again reached the 960 hour maximum. Employee shall then register the new date and start again to register additional sick leave hours.
    - c. At the conclusion of the 12 month period, employee shall have the option of receiving sick leave incentive payment immediately, or waiting until December to receive payment with those other employees who are receiving sick leave incentive for reaching the first tier.
  - 3. Employees who terminate employment with the City, for any reason, during the year specified for the benefit, are not eligible for this benefit.
- C. Family Sick Leave: Association employees shall be allowed up to one half of their annual accrual (maximum of 48 hours for employees covered by this MOU) per calendar year to attend to the illness of a qualifying family member. All conditions and restrictions pertaining to the use of sick leave by the employee as provided in the City of Selma Personnel Rules and Regulations shall also apply to the use of family sick leave.

*Note: This provision is separate from those family and medical leaves mandated by federal and state laws, which provide leave time for specified situations involving the birth or adoption of a child, or the serious health condition of the employee or the employee's spouse, domestic partner, parent or child. Family Sick Leave may however, be taken in conjunction with family leaves mandated by state or federal family laws in certain situations.*
- D. Retirement Credit for Unused Sick Leave: Unused accumulated sick leave, for each eligible employee, at the time of retirement for which there is no compensation or remuneration at all to the employee, will be converted to additional service credit at a rate of 0.004 year of service credit for each day of sick leave. This benefit is provided pursuant to Government Code Section 20965 of the Public Employee's Retirement Law.

## **ARTICLE 14 – INSURANCE BENEFITS**

### **A. Flexible Benefits Plan**

A Flexible Benefit Plan has been implemented which allows all employees to select from the available choices of health plans, plus dental, vision, and life insurance. The Flexible Benefits Plan allows employees to pay for qualifying benefits using pre-tax dollars. Applicable premium amounts for all health, dental, vision, and life insurance plans shall be deducted from the employees' bi-weekly paychecks. The plan is administered by an insurance company selected by the City and is subject to all IRS and CalPERS rules and regulations.

B. Health Insurance

City shall offer medical plans and the City shall pay ninety percent (90%) of the lowest medical plan premium for all regular and probationary employees and their eligible dependents.

a. Benefit for Employees with Ten or More Years of Service

During the term of this MOU, for employees with ten (10) or more years of service at the beginning of the calendar year, the City will contribute 100% of the maximum premium allowances or "cap" established by Council for health, dental, vision and life insurance. No contribution will be made if the employee does not participate in the City's health plans.

*Example: A regular employee who was hired or became eligible for health insurance benefits during the 2012 calendar year will become eligible for 100% of the maximum premium allowances starting with the 2023 calendar year. All years prior to the 2023 calendar year, the employee will receive 90% of the maximum premium allowances.*

2. Retiree Privilege

A retiree is eligible to continue health coverage through the City of Selma with the retiree paying the full cost of benefit.

C. In Lieu of Health Insurance Benefit

Employees choosing not to enroll in a health insurance plan may receive an "in lieu of benefit" of \$300 per month. This amount may be used to purchase other insurance options offered by the City or received as non-PERSable taxable income. The "In Lieu of Benefit" shall apply only to the health insurance benefits. Employees choosing not to enroll in the dental, vision, or basic life insurance plans will not receive the premium amounts in their flexible spending accounts, nor shall they receive an "in lieu of benefit" for declining these benefits.

D. Dental Insurance

City shall offer a dental plan and the City shall pay ninety percent (90%) of the total premium cost for all regular and probationary employees and their eligible dependents.

E. Vision Insurance

City shall offer a vision plan and the City shall pay ninety percent (90%) of the total premium cost for all regular and probationary employees and their eligible dependents.

F. Life Insurance

City shall offer \$100,000 in group life insurance to each Unit member who chooses to elect such coverage, with the beneficiary designated by the employee. City shall pay ninety percent (90%) of the premium.

G. Health Benefits Committee:

1. City and Unit acknowledge the necessity for timely review of benefit plans.
2. City and Unit agree to the establishment of a Health Benefits Committee for the review of benefits plans.
3. The City agrees that the Unit may designate two committee members to represent the interests of the Unit.
4. The Unit representative will be responsible for notifying the City and the Health Benefits Committee, in the event the Unit does not agree with a committee recommendation.
5. Unless the Unit representative notifies the City of a disagreement, per section 4 above, the parties agree that the Committee process will fulfill all meet and confer obligations.
6. Should the health insurance administrator recommend future rate increases or program modifications be implemented, he/she shall make a recommendation to the Health Insurance Committee stating the reasons why such increase or change is recommended. The Health Insurance Committee shall then make a recommendation to the City Manager within thirty (30) calendar days after receipt of said recommendation. The City Manager will make a decision based on the information provided, and present it to the City Council for implementation. The city and employees agree to pay any increased costs in the same proportion as the current contribution.

**ARTICLE 15 – STATE DISABILITY INSURANCE**

City agrees to permit participation, by Association employees covered by this MOU, in the State Disability Insurance Program. Participation is to be at the sole cost and expense of the employee.

**ARTICLE 16 – RETIREMENT PLAN**

- A. For Safety employees (sworn Police Officers) that are considered “classic” Safety members of CalPERS pursuant to the Public Employees’ Pension Reform Act (PEPRA), the City shall provide the CalPERS Safety 2% @ 50 Retirement Plan. The employees’ share of the contributions shall be fully vested in each employee’s name in accordance with CalPERS policies.



1. Classic Safety employees shall continue to contribute the full 9% of compensation earnable member contribution, and 3% of compensation earnable of the required employer contribution as cost sharing in accordance to Government Code 20516(f), for a total employee CalPERS contribution of 12%.
  2. The City and Association understand and agree that the additional 3% contribution by the employee of the employer's required contribution as cost sharing in accordance to Government Code 20516(f), for a total employee CalPERS contribution of 12%, shall continue beyond the expiration date of this MOU and shall become a part of the status quo.
  3. If and to the extent allowed by law and CalPERS, and in compliance with any restrictions imposed by CalPERS, effective January 1, 2018 and only on a go forward basis with no retroactivity, the City will work with SPOA to designate the 3% of the total 12% CalPERS contribution as a member contribution and not as cost sharing.
- B. For Safety employees (sworn Police Officers) that are considered "new" Safety members of the Public Employees Retirement System (PERS), pursuant to the Public Employees' Pension Reform Act (PEPRA) of 2013, the City shall provide the PERS Safety 2.7% @ 57 Retirement Plan. Under the PEPRA all new Safety members of the Public Employees Retirement System (PERS) will be required to contribute at least 50% of the total normal cost of the retirement plan, as determined by CalPERS.
- C. For Miscellaneous employees of this Unit (Community Service Officers, Property/Evidence Technician and Safety Dispatchers) that are considered "classic" Miscellaneous members of CalPERS pursuant to the Public Employees' Pension Reform Act (PEPRA), the City shall provide the CalPERS Miscellaneous 2.7% @ 55 Retirement Plan. The employees' share of the contributions shall be fully vested in each employee's name in accordance with CalPERS policies.
1. Classic Miscellaneous employees shall continue to contribute the full 8% of compensation earnable member contribution.
- D. For Miscellaneous employees of this Unit (Community Service Officers, Property/Evidence Technician and Safety Dispatchers) that are considered "new" Miscellaneous members of the Public Employees Retirement System (PERS), pursuant to the Public Employees' Pension Reform Act (PEPRA) of 2013, the City shall provide the PERS Miscellaneous 2% @ 62 Retirement Plan. Under the PEPRA all new Miscellaneous members of the Public Employees Retirement System (PERS) will be required to contribute at least 50% of the total normal cost of the retirement plan, as determined by CalPERS.

## **ARTICLE 17 – TEMPORARY WORK IN ANOTHER CLASSIFICATION**

Employees represented by Association may be assigned to temporarily work in other position classifications according to the following policy:

- A. The City shall provide "Acting" status pay differential of at least 5% or Step A of the higher classification when the employee has been assigned to serve the majority of significant duties of a higher position. The employee shall receive the highest pay rate as provided by this section. The determination of who is qualified for, and formally assigned to the higher capacity shall remain at the discretion of the Department Head (or City Manager, in the absence of a Department Head).
  - 1. When an Association Employee is assigned to a shift at the beginning of a shift and assumes the duties of a higher position, he or she shall receive the differential pay for the full shift. If the Association Employee is assigned and assumes the duties of the higher position in mid-shift, he or she shall receive the differential pay for the actual time served, but in no case less than three (3) hours.
    - a. No extra compensation for temporary work in other classifications shall apply to shift trades between employees.

## **ARTICLE 18 – WORK HOURS/OVERTIME**

- A. An agreement between the Association and the City allowing members to work extended shifts in order to work fewer days per week will not result in any increase or decrease in benefits based on the extended work day. As of the preparation of this MOU, the current regular work shift is twelve-hours on duty, however during its term, the schedule may return to an eight hour shift or ten hour shift and may vary by position classification.
- B. Daily Overtime – Association shall be paid one and one-half times their hourly rate or may choose to accrue compensatory time at time and one-half for hours actually worked over and above a regular work shift or time worked on a regularly scheduled day off. Any paid or unpaid leave hours used during a regular work shift shall not be included as "hours worked" in computing daily overtime pay.

Examples: Officer John Doe began his shift on Monday morning at 7:00 a.m. and worked his entire 12 hour shift. At 6:55 p.m. his supervisor asked him to stay another 12 hours to cover for a co-worker who called in sick. Because there was no break in service, and Officer Doe continued to work past the 12 hour period, all 12 additional hours are considered overtime to be included in his paycheck or designated as accrued compensatory time.

Officer Jane Smith also began her shift on Monday morning at 7:00 a.m. During the morning, Jane was called away from the job for three hours due to a family illness. Jane returned to work and finished her shift, but at 6:55 p.m., she was also asked to stay and cover another 12 hour shift. Because Jane used three hours of Family Sick Leave, Jane's

*actual work hours did not reach the 12 hour mark until 10:00 p.m. Therefore, Jane's work hours between 7:00 and 10:00 p.m. will be paid at the regular rate, and all hours worked beyond 10:00 p.m. will be considered overtime. In summary, Jane will receive 12 hours of regular pay, three hours of family sick leave, and nine hours of overtime pay or comp time.*

- C. FLSA Overtime - Employees covered by this MOU are non-exempt employees of the City and are subject to overtime provisions of the Fair Labor Standards Act. City reserves the exclusive right to designate work periods and satisfy other conditions as required by FLSA. For purposes of information, City advises Association that a 7k exemption applied to a 28-day work period was established but has been amended to a 14-day work period, as requested by this Association and agreed upon by City.

1. Association employees covered by the FLSA 7k exemption shall be paid overtime at one and one-half their hourly pay or shall be allowed to accrue compensatory time at the rate of time and one-half for those hours actually worked over and above 80 hours in a 14-day work period as established by the City and according to Fair Labor Standards Act. If overtime hours will be or have been compensated under the daily overtime provisions as defined above, or at time and one-half under the "Call-Back" provisions, the hours will not be subject to additional FLSA overtime pay. As stated in Paragraph B any paid or unpaid leave hours used during the same 14-day work period shall not be included as "hours worked" in computing FLSA overtime pay.

*Example of FLSA Overtime Pay: Officer Jane Smith has worked every assigned shift during the designated 14-day work period for a total of 80 hours. She has not taken any sick leave, vacation or other time off. During the last week of the 14-day work period, Jane worked two additional shifts of 12 hours each, resulting in her actual work hours totaling 104 hours. These hours exceeded 80 hours for the 14-day work period. Therefore, Jane is paid for 24 hours of FLSA overtime or allowed to accrue compensatory time at time and one-half for those hours in the work period.*

- D. Employees not covered by the FLSA 7k exemption (non-sworn) shall continue to be paid for any FLSA overtime that exceeds 40 hours in a work week.
- E. Association members with accumulated Comp Time may request and be granted a pay-off of such hours, however such payoff shall not exceed more than twenty (20) hours per pay period.
- F. The maximum non-FLSA and FLSA comp time that sworn employees of this Unit can accrue is 480 hours. The maximum non-FLSA and FLSA comp time that non-sworn employees of this unit can accrue is 240 hours.

## **ARTICLE 19 – CALL BACK**

Call-Back is defined as the time an Association employee is required to return to work or report to work for unscheduled or emergency work with less than 24-hours advance notice. When the City requires an Association member to return to work for unscheduled or emergency work time, the employee shall be entitled to call back compensation.

A. City shall compensate the employee a minimum of two (2) hours at the established overtime rate for call back, irrespective of the actual time worked. In the event the task exceeds two (2) hours duration, the total compensation shall be for hours actually worked at the established overtime rates, or equivalent comp time credits, as designated by the employee.

## **ARTICLE 20 – COMPENSATION FOR COURT STAND-BY TIME & COURT APPEARANCES**

- A. COURT STAND-BY TIME DEFINED: Court Stand-By Time is that time when an Association Member is not working but is requested by the Court to be available for a work-related court appearance.
1. City acknowledges that on occasion, Association employees are requested by the Court to be available but are never called. Realizing this situation inconveniences the employee, the City agrees to compensate Association Employee for three hours at their regular rate of pay when employee is on court stand-by during regularly scheduled off duty time and is not called to appear in court after all.
  2. Employee will be responsible to initiate a Payroll Action Form (PAF) for the stand-by time within the same pay period, attaching a copy of the corresponding court subpoena.
    - a. If Association employee is notified that a case has been rescheduled or cancelled on the same day that the employee is off work and waiting to be called, court stand-by payment will be made. If subpoena has been nullified due to a rescheduling or cancellation has been made by the Court prior to employee's scheduled time off, there will be no payment for court stand-by time.
- B. COURT APPEARANCE PAY DEFINED: Court Appearance pay is compensation to Association employees who actually appear in court. An Association member who receives Court Appearance Pay will not be eligible for additional court stand-by compensation, even if the member had "waiting time" prior to the Court Appearance.
1. Association Members required by the Court to appear on off duty time shall receive a minimum of three (3) hours at the overtime rate. If the actual time spent is more than three hours, the employee shall receive one and one-half times his/her regular pay for actual hours worked or equivalent comp time

credits, as designated by the employee.

2. If an employee is required by the Court to appear for two separate court cases in the same day, one in the morning and the other in the afternoon, the minimum compensation shall apply to each case.
  3. Employee will be responsible to initiate a Payroll Action Form (PAF) for the court appearance within the same pay period, attaching a copy of the corresponding court subpoena.
  4. If employee has logged on through the Selma Police Department Dispatch declaring that he/she is enroute to Court, and learns while driving or upon arrival at the Court that the case has been cancelled, employee will be entitled to the Court Appearance Pay benefit.
- C. City reserves the right to verify information regarding court appearances and court notification times.

## **ARTICLE 21 – UNIFORM ALLOWANCE**

- A. Uniform allowance is provided for Association Employees who are required to wear and maintain uniforms for wear. Personnel receiving a uniform allowance shall wear and appear in full uniform for duty or inspection upon order of the Chief of Police.
- B. City shall pay to sworn personnel \$1,200 each year or \$300 quarterly for uniform purchase, replacement and maintenance. Maintenance shall include re-servicing of uniforms that have torn, as well as keeping uniforms clean.
- C. City shall pay to Community Service Officers \$800 each year or \$200 quarterly for uniform purchase, replacement and maintenance. Maintenance shall include re-servicing of uniforms that have torn, as well as keeping uniforms clean.
- D. City shall pay Safety Dispatchers \$800 each year or \$200 quarterly for the purchase of matching clothing, consisting of dark-colored pants and polo shirts with the Selma Police Department logo. City and Unit agree that the final standards for this casual dress uniform shall be determined by the Police Department in consultation with the affected employees.
- E. City shall pay Property/Evidence Technician \$300 each year, paid on a bi-weekly basis (\$11.54 per pay period) for the purchase of polo shirts with the Selma Police Department logo and utility pants. City and Unit agree that the final standards for this casual dress uniform shall be determined by the Police Department in consultation with the affected employees.
- F. If an Association Employee has a balance on the uniform revolving account, the balance will be deducted from the starting balance prior to payout.

## **ARTICLE 22 – REVOLVING ACCOUNT FOR UNIFORM/EQUIPMENT ASSISTANCE**

City shall provide a revolving fund to assist employees of this MOU in the purchase of required uniforms, tack, and equipment.

- A. Sworn personnel and Community Service Officers can utilize the revolving fund up to a maximum of \$500 per employee at any given time and shall reimburse the City on a monthly basis, via payroll deductions based on the following:

<u>AMOUNT OWED</u>	<u>PAYMENT</u>
\$0 - \$250	\$50 per month or \$25 per pay period
\$251 - \$500	\$100 per month or \$50 per pay period

- B. Safety Dispatchers and Property/Evidence Technician can utilize the revolving fund up to a maximum of \$300 per employee at any given time and shall reimburse the City on a monthly basis, via payroll deductions based on the following:

<u>AMOUNT OWED</u>	<u>MONTHLY PAYMENT</u>
\$0 - \$300	\$60 per month or \$30 per pay period

## **ARTICLE 23 – UNIFORM REPLACEMENT**

- A. In the event an Association member's uniform or equipment is damaged in the line of duty, City shall pay the initial replacement costs as expeditiously as possible. This payment may be made directly to the provider of said uniforms/equipment, or may be in the form of reimbursement to the employee. To receive payment Association members shall submit to City's Finance Department documentation demonstrating when and how the uniform/equipment was damaged in the line of duty. This documentation must be approved and authorized by the Chief of Police.

## **ARTICLE 24 – VEHICLE TAKE-HOME PROVISION**

City and Association agree to allow all sworn employees hired prior to June 27, 2015 to take their assigned vehicles home to and from work only, but no more than 30 miles outside City of Selma's city limits, without approval from the Chief of Police. The personal use of a city vehicle will result in the suspension of the vehicle take-home privilege.

City and Association agree that all sworn employees hired on or after June 27, 2015 will not be allowed to take their assigned vehicles home.

City and Association agree that all electric motorcycles shall not leave the City limits nor be utilized for take home vehicles. These units will be returned to the City of Selma's charging stations at the end of the shift.

## **ARTICLE 25 – EDUCATION INCENTIVE**

- A. City shall pay 2.5% of the Association member's base salary per month to those non-probationary employees who successfully complete or have attained an A.A. or A.S. degree in any field of study. City shall pay a bonus of 5% of the Association member's base salary per month to those non-probationary employees who successfully complete or have attained a B.A. or B.S. degree in a field of study related to their work, or with local government in general. This incentive is available only to those employees whose employment qualifications require, or list as desirable, the degree listed herein.
  - 1. Employees shall receive Education Incentive for the highest level of education received only and shall not be paid for more than one degree (as listed in this article). If approved by Police Chief and Personnel Officer, this incentive pay shall become effective upon date of presentation by the employee of proper documentation of the completion of the coursework. If copy of diploma/degree does not specify course of study, a certified transcript from the college or university must be included. No course shall be counted for which an employee receives less than a "C" or "Pass" grade.

## **ARTICLE 26 – TRAINING**

City and Association mutually understand and agree that continuing law enforcement education and training is crucial in the police profession. Further, understanding that POST (Peace Officers Standards and Training) has established minimums for such training and education, the parties recognize the importance of meeting or exceeding those standards and further recognize the benefits to the Selma Police Department and individual employees that ongoing training offers.

- A. Employees who are sworn officers shall qualify every three (3) months at the established department Pistol Range on off-duty time. City agrees to pay the employee for two hours of pistol range time, at the rate of one and one-half (1 1/2) times his/her base hourly rate. Employees are required to spend the time necessary to qualify every three (3) months.
- B. City agrees to work toward bi-monthly department training programs, excluding firearms training. Nature, scope, content and frequency of such in-service training programs shall be determined by the Chief of Police subject to budget limitations.

## **ARTICLE 27 – TRAINING FOR ASSOCIATION PRESIDENT**

- A. City agrees to permit Association President, or his designee, with up to two days of paid leave per calendar year for attendance at meetings, training seminars and conferences relating to Association business. The two days of paid leave shall be granted based on a "leave bank" established by donations of vacation, overtime and/or compensatory time credits by members of Association. The Chief of Police shall be

responsible for maintaining records of the leave bank for this purpose.

## **ARTICLE 28 – BUSINESS CARDS**

- A. City shall provide, at its cost, standard form City-approved business cards for all members of this Association, except Safety Dispatcher/Clerks, to be used for City/Department business purposes. The City shall provide a maximum of 500 cards (one box) per qualified employee per year.

## **ARTICLE 29 – SENIORITY**

- A. Seniority shall be total length of service in years, months and days from date of last hire.
  - 1. New hires shall accrue seniority from date of hire but may not exercise such accrual until the satisfactory completion of a one (1) year probation period.
  - 2. Promotional probation period shall be one (1) year
  - 3. Promotions, demotions, and rehires shall be within the sole discretion of the City Manager or his/her designee. Demotions shall be subject to the grievance procedure. In making these determinations, the City Manager or his authorized representative shall consider:
    - a. Ability, efficiency, special skills
    - b. Seniority - length of service

Where, in the fair and impartial judgement of City Manager or his authorized representative, factors under (a) are relatively equal, (b) shall govern unless extenuating circumstances prevail.

  - 4. Layoffs will be by seniority, provided the employee remaining has the ability to perform the work. Employees shall be recalled in the inverse order of layoff;
  - 5. Any person transferring from one department to another with the same job classification shall not suffer a reduction in compensation;
  - 6. Seniority shall be lost by:
    - a. Termination from City employment
    - b. Failure to return from an authorized leave of absence
    - c. Failure to respond within five (5) days of a notice of recall from layoff.



## **ARTICLE 30 – BILL OF RIGHTS**

The rights of Sworn Police Officers covered by this MOU are stated in the GOVERNMENT CODE OF THE STATE OF CALIFORNIA, Sections 3300-3311. The intention of this Article is to confirm City's and Association's understanding of these rights.

## **ARTICLE 31 – CITY RIGHTS**

City retains the exclusive right, subject to and in accordance with applicable laws as defined in Article II, Section 2 of RESOLUTION NO. 92-R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA AMENDING RESOLUTION NO. 1027, PROVIDING FOR EMPLOYER-EMPLOYEE RELATIONS.

## **ARTICLE 32 – NON-DISCRIMINATION**

City and Association shall not discriminate against any employees in accordance with applicable laws.

## **ARTICLE 33 – STAFFING**

While City reserves the right to make final decisions on staffing, City and Association share the concern over the safe and efficient staffing levels. The parties wish to maintain an open dialogue to continually monitor this concern and ensure the most appropriate staffing possible.

## **ARTICLE 34 – ASSOCIATION REPRESENTATIVE**

City recognizes that Association may appoint a representative to handle grievances pertaining to this MOU. Association shall provide City, in writing, with the name of the representative. The duties of the representative shall be as follows:

- A. To investigate and discuss a grievance with an employee within his area of representation. If, after a discussion, there is a valid reason for the grievance to be filed, he/she may assist the employee in presenting the grievance at the appropriate step of the procedure.
- B. The representative, if employed by the City, shall keep at a minimum the time spent in the performance of his or her duties as outlined in this Article, and at all other times continue to perform his or her assigned jobs.
- C. The representative shall request permission from his or her supervisor to conduct, on City time, Association business falling within the provisions of this Article. The supervisor may grant such activity time after considering the needs of City and the representative's work assignment. He/she shall state the nature of his or her activity and the approximate amount of time requested. He/she shall report to his or her supervisor upon completing such activity. Every effort shall be made to conduct

Association business at the end of his/her regularly assigned shift and to not interfere with the duties of other employees in the unit.

## **ARTICLE 35 – DISCIPLINE**

The City may implement an absenteeism control system, which will include the detailed and ongoing recordings of absences and counseling of employees regarding abuse, with management and supervisory personnel having the discretion to require medical verification in instances where abuse appears evident and to take action as appropriate to correct patterns of abuse.

## **ARTICLE 36 – GRIEVANCE PROCEDURE**

SEC. 1      **SCOPE**: A grievance is an alleged violation of a specific provision of this MOU or City or Department rules or regulations that adversely affects the employee and that contains all of the information listed in the “Statement of the Grievance” below. These procedures do not apply where another non-judicial dispute resolution procedure applies to the dispute. The grievance procedure cannot be utilized to challenge the content of a performance evaluation, and disciplinary actions are specifically excluded from the grievance process.

SEC. 2      **STATEMENT OF THE GRIEVANCE**: A concern is not a grievance unless the affected employee is able to state each of the following:

- 1) the date of the alleged violation;
- 2) the specific provision(s) of the MOU or City or Department rules or regulations that was allegedly violated;
- 3) a description of all facts regarding how the alleged violation occurred;
- 4) a list of all persons who are witnesses or are involved.

The grievant’s Statement of the Grievance must be in writing and be signed by the employee filing the grievance to certify that it is filed in good faith.

SEC. 3      **TIMELINES**: Failure of the City to comply with the time limits of the grievance procedures allows the grievant to appeal to the next level of review. Failure of the grievant to comply with the time limits of the grievance procedures constitutes settlement and resolution of the grievance on the basis of the last disposition. The parties may extend time limits by mutual written agreement in advance of a deadline. If the grievance is against the Chief of Police, the grievant may submit his/her grievance to the City Manager or his/her designee at Step III.

SEC. 4      **PROCEDURES**: Grievances shall be processed using the following procedures. Except as noted in Section 3 above, the grievant may not seek a higher level of review

until all prior steps in the procedure have been completed.

#### Step I – Informal Resolution

The employee must first work in good faith to resolve the grievance informally through discussion with his/her immediate supervisor no later than 7 days after the grievant first became aware of the facts or circumstances resulting in the filing of the grievance.

#### Step II – Department Head

If the employee believes that the grievance has not been resolved through Step I, the employee may submit a written Statement of the Grievance to his/her department head. The employee must submit the Statement of the Grievance within 14 days after the grievant first became aware that a grievance has occurred. The department head shall consider, discuss the grievance with the grievant, and/or investigate as he/she deems appropriate, and shall, within 14 days of receipt of the written Statement of the Grievance, submit his/her decision in writing to the grievant.

#### Step III – City Manager

If the employee believes that the grievance has not been resolved through Step II, the employee may appeal the grievance decision of the department head to the City Manager or his/her designee. Such appeal must be filed within 14 days of the date of the department head's written decision. The City Manager shall consider, discuss the grievance with the grievant, and/or investigate as he/she deems appropriate, and shall, within 14 days of receipt of the written Statement of the Grievance, submit his/her decision in writing to the grievant. The decision of the City Manager shall be final.

### **ARTICLE 37 – DISCIPLINARY APPEAL PROCEDURES**

The disciplinary appeals procedures set forth herein are adopted pursuant to Government Code section 3304.5 of the Public Safety Officers Procedural Bill of Rights Act.

#### **A. APPEAL PROCEDURE FOR WRITTEN REPRIMAND**

1. Any employee wishing to formally appeal a written reprimand must submit a written request to the City Manager or his/her designee within ten days of receipt of the written reprimand.
2. Absent a written stipulation to the contrary, the employee will be provided with an evidentiary hearing before the City Manager or his/her designee within 30 days. The decision of the City Manager or his/her designee to sustain, modify or dismiss the written reprimand shall be considered final.

#### **B. APPEAL PROCEDURE FOR LESSER DISCIPLINE GREATER THAN A WRITTEN REPRIMAND**

1. Excluding written reprimands, all members may appeal suspensions of 40 hours or less or any punitive transfer or reduction in salary in an amount equal to or less than an unpaid 40-hour suspension according to this procedure. Only “public safety officers,” as that term is defined in California Government Code § 3301, may appeal any “punitive action,” as that term is defined in California government Code § 3303, according to this procedure. Non-punitive transfers that do not result in a loss of pay may not be appealed.
2. Notice of Intent for Loss of Compensation: When a member faces any loss of compensation from disciplinary action, the City will provide a Notice of Intent and an opportunity to be heard (*Skelly* meeting) before a final decision is made concerning the imposition of discipline. A member facing discipline that does not result in a loss of compensation will not receive prior notice or an opportunity to be heard before punitive action is imposed.
3. Notice of Appeal: Within seven (7) calendar days of the effective date of a lesser punitive action subject to this informal hearing procedure, the member shall notify the Police Chief in writing of the member’s intent to appeal the punitive action. The Notice of Appeal shall specify the action being appealed and the substantive and procedural grounds for the appeal.
4. Hearing Officer: A member who appeals lesser discipline according to this procedure is entitled to a hearing before the City Manager. The City Manager shall be the Hearing Officer. The determination of the City Manager shall be final and binding. The City Manager may delegate the Hearing Officer duties, including the final and binding decision, to another uninvolved City employee.
5. Burden of Proof: The City shall have the burden of proving the following: (1) by a preponderance of the evidence, the member’s acts/omissions which form the basis for the punitive action occurred; and, (2) that the level of penalty was reasonable in light of the seriousness of the misconduct.
6. Conduct of Hearing: The formal rules of evidence will not apply, although the Hearing Officer shall have discretion to exclude or limit evidence which is incompetent, irrelevant or cumulative, or the presentation of which will otherwise consume undue time. The Hearing Officer may limit the use of witnesses, testimony, evidence and argument. There is no right of intervention, discovery, or prehearing conferences.
7. Recording of the Hearing: If the discipline being appealed involves the loss of compensation, then the hearing shall be stenographically recorded by a certified court reporter. Otherwise, the hearing may be tape recorded. The per diem cost of the court reporter shall be equally borne by the parties. The cost to receive a transcript of the hearing shall be borne by the party requesting the transcript.

8. Representation: The member may be represented by a representative or attorney of their choice at all stages of the proceedings. All costs associated with such representation shall be borne by the member.
9. Decision: The Hearing Officer's decision shall be in writing. The decision shall be served by first class mail upon the member as well as his/her attorney or representative, shall be accompanied by an affidavit or certificate of mailing, and shall advise the member that the time within which judicial review of the decision may be sought is governed by Code of Civil Procedure section 1094.6.

**C. APPEAL PROCEDURE FOR SIGNIFICANT DISCIPLINE**

1. Applicability: This procedure applies only to "significant discipline," which is defined as a punitive action at the level of discharge, demotion, unpaid suspension of more than 40 hours, or any punitive transfer or reduction in salary in an amount greater than an unpaid 40-hour suspension.
2. Notice of Appeal: Within seven (7) calendar days of the effective date of significant discipline, the member shall notify the Police Chief in writing of the member's intent to appeal the punitive action. The Notice of Appeal shall specify the action being appealed and the substantive and procedural grounds for the appeal.
3. Hearing Officer: Appeals of significant discipline will be to a neutral Hearing Officer. Upon receipt of the employee's request to appeal significant discipline, the City and the member/their representative shall mutually agree upon a neutral Hearing Officer (who must be an attorney residing outside the City of Selma), or jointly select one from a list of seven (7) Hearing Officers provided by the State Mediation and Conciliation Service. If the parties cannot reach mutual agreement regarding the Hearing Officer, they shall strike names from the above-mentioned list. The parties shall flip a coin to determine who strikes first. The Hearing Officer's fees shall be born equally by the City and the Association.
4. Burden of Proof: The City shall have the burden of proving the following: (1) by a preponderance of the evidence, the member's acts/omissions and policy violations which form the basis for the charges occurred; and, (2) that the level of penalty was reasonable in light of the seriousness of the misconduct.
5. Conduct of Hearing: The formal rules of evidence will not apply, although the Hearing Officer shall have discretion to exclude or limit evidence which is incompetent, irrelevant or cumulative, or the presentation of which will otherwise consume undue time. The Hearing Officer may limit the use of witnesses, testimony, evidence and argument. There is no right of intervention, discovery, or prehearing conferences.

The parties may present opening statements. The parties may present evidence through documents and testimony. Witnesses shall testify under oath. The City will issue subpoenas for appearance at trial upon request. The parties are entitled to

confront and cross-examine witnesses. Following the presentation of evidence, if any, the parties may submit oral and/or written closing arguments for consideration by the Hearing Officer.

6. Recording of the Hearing: The hearing shall be stenographically recorded by a certified court reporter. The per diem cost of the court reporter shall be equally borne by the parties. The cost to receive a transcript of the hearing shall be borne by the party requesting the transcript.
7. Representation: The member may be represented by a representative or attorney of their choice at all stages of the proceedings. All costs associated with such representation shall be borne by the member.
8. Hearing Officer's Advisory Decision: Within 30 days after the conclusion of the hearing, or within 30 days of receiving the parties' closing briefs, the Hearing Officer shall issue a written advisory decision. The decision will be advisory to the Selma City Council. The Hearing Officer will decide whether the City has proven by a preponderance of the evidence the member's acts/omissions and policy violations which form the basis for the charges, and will determine whether each charge against a member is sustained or not sustained. The Hearing Officer will also decide whether the penalty was reasonable in light of the seriousness of the sustained charges. If the Hearing Officer sustains charges, they may propose lesser discipline if they find the penalty is unreasonable in light of the seriousness of the sustained charges. If there are no sustained charges, the Hearing Officer will propose the discipline be rejected and the member be "made whole" for any loss of pay or benefit.
9. Final Decision: Upon receipt of the Hearing Officer's advisory decision, the Selma City Council shall review the decision and adopt, modify, or reject the decision. Before making its final decision, the Council may request additional briefing and oral argument from the parties. The Council will not review additional evidence that was not before the Hearing Officer. If the Council modifies or rejects the Hearing Officer's advisory decision, it shall provide its own written findings/determinations on the charges and the level of penalty.
10. Judicial Review: The final written decision from the City Council shall be served by first class mail upon the member as well as his/her attorney or representative, shall be accompanied by an affidavit or certificate of mailing, and shall advise the member that the time within which judicial review of the decision may be sought is governed by Code of Civil Procedure section 1094.6.

## **ARTICLE 38 – SAVINGS CLAUSE**

- A. This MOU is the entire agreement of the parties, terminating all prior MOU's and concluding all negotiation during the term of this MOU, except as provided in Article 14. The parties hereto may, from time to time meet to discuss the administration of

this MOU.

- B. Should any provisions of this MOU be found to be in contravention of any federal or State Law, by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this MOU shall remain in force and effect. The parties hereto shall negotiate any provision found to be in contravention of State or Federal Law.

#### **ARTICLE 39 – TERM**

This Memorandum of Understanding shall remain in effect for a period commencing July 1, 2023 and ending, June 30, 2024, subject to appropriate modifications by mutual agreement of the parties.

#### **ARTICLE 40 – APPROVALS**

CITY COUNCIL APPROVAL: May 6, 2024

"CITY"  
City of Selma,  
a municipal corporation

"ASSOCIATION"  
Selma Police Officers Association

BY: \_\_\_\_\_  
Fernando Santillan / Date  
City Manager/Personnel Officer

\_\_\_\_\_  
Christian Guizar / Date  
SPOA President

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

May 6, 2024

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**ITEM NO:** C.

**SUBJECT:** Consideration of a Resolution Approving the Memorandum of Understanding with Police Mid-Management Employees from July 1, 2023, through June 30, 2024

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**DISCUSSION:** Labor negotiations with the Police Mid-Management (PMM) Employees bargaining unit have been ongoing since April 2023. City negotiators have recently concluded the meet-and-confer process with representatives of the Police Mid-Management EmployeesPMM Bargaining Unit. and have reached a mutual an agreement which modifies the Memorandum of Understanding (MOU) between the Police Mid-Management Employees and the City. City Council authorization is required to implement the proposed amendments to the Police Mid-Management Employees MOU.

The new terms of the MOU will be effective the first pay period after approval unless otherwise noted. The new terms include the following:

- Minimal language cleanup
- Article 2 - Salaries
  - If the Classification and Compensation Study is not completed by July 1, 2024, all employees of this unit will receive a salary increase of 3.2% effective the first pay period that includes July 1, 2024.
- Article 14 - Uniform Allowance
  - Section B – add “If a balance on uniform revolving account, balance will be deducted from quarterly amount before payout.”
- Article 14 – Uniform Revolving Account
  - Change payment to bi-weekly vs monthly
  - Increase monthly payment amount
    - 0-\$250 = \$50 per month or \$25 per pay period
    - \$251-\$500 = \$100 per month or \$50 per pay period
    - \$501-\$750 = \$150 per month or \$75 per pay period
- Article 16 – Vacation
  - Similar vacation language as SPOA MOU
- Article 17 – Vacation Buy Back
  - Increase buy back to 40 hours
- Article 20 – Holidays
  - Update vacation observance in accordance with updated Personnel Rules and Regulations
- Article 31 – Education Incentive
  - Section C – add to end of paragraph “A Master’s Degree shall qualify if all conditions of this section are met.”

**FISCAL IMPACT:** The MOU has no additional fiscal impact to the general fund as all items were budgeted in the Fiscal Year 2023-24 budget.



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**RECOMMENDATION** Approve the Resolution approving the Memorandum of Understanding with the Police Mid-Management Employees for the term of July 1, 2023 through June 30, 2024.

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\_\_\_\_\_/s/\_\_\_\_\_  
Janie Venegas  
Administrative Services Director

\_\_\_\_\_  
April 26, 2024  
Date

\_\_\_\_\_/s/\_\_\_\_\_  
Fernando Santillan  
City Manager

\_\_\_\_\_  
April 26, 2024  
Date

**RESOLUTION NO. 2024 – \_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,  
CALIFORNIA, APPROVING A MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF SELMA AND POLICE MID-MANAGEMENT EMPLOYEES  
BARGAINING UNIT FOR THE TERM OF JULY 1, 2023 THROUGH JUNE 30, 2024**

**WHEREAS**, the City Manager has been authorized by Resolution No. 92-56R, adopted June 15, 1992, to represent the City in the meet and confer process with recognized employee organizations; and

**WHEREAS**, there exists an Police Mid-Management Employees bargaining unit in the City, comprised of employees who provide police management services; and

**WHEREAS**, the prior Memorandum of Understanding (MOU) expired June 30, 2021; and

**WHEREAS**, parties of the Police Mid-Management Employees bargaining unit and City of Selma staff met and bargained in good faith and have mutually agreed upon an MOU to cover the period from July 1, 2023 through June 30, 2024; and

**WHEREAS**, said MOU has been presented by the City Manager for City Council approval; and

**WHEREAS**, the City Council is familiar with the terms and provisions of said MOU; and

**WHEREAS**, all legal prerequisites to the adoption of this Resolution have occurred; and

**WHEREAS**, the terms of the MOU shall be effective the first pay period after approval of the MOU.

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

**Section 1.** The City Council finds that the above recitals are true and correct and are incorporated herein by reference.

**Section 2.** The City Council hereby approves the MOU, attached hereto as Exhibit A, and incorporated herein by reference.

**Section 3.** Authorize the City Manager to execute said MOU on behalf of the City.

**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** this 6<sup>th</sup> day of May 2024, by the following vote:

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

ATTEST:

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Scott Robertson  
Mayor

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Reyna Rivera  
City Clerk

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF SELMA

AND

POLICE MID-MANAGEMENT EMPLOYEES

FOR THE PERIOD

JULY 1, 2023 THROUGH JUNE 30, 2024

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**A MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF SELMA AND  
POLICE MID-MANAGEMENT EMPLOYEES**

This Memorandum of Understanding (MOU) is made and entered into between the City of Selma, herein "City" by its City Manager in his capacity as the Municipal Employees Relations Officer and the Middle Management Employees, herein "Unit" representing employees of the City who occupy positions in the classifications listed herein, pursuant to the California Government Code, Section 3500, et seq and RESOLUTION NO. 92-56R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA AMENDING RESOLUTION NO. 1027, PROVIDING FOR EMPLOYER-EMPLOYEE RELATIONS, approved the 15th day of June, 1992 as these documents are now or hereafter may be modified.

City and Unit agree as follows:

**ARTICLE 1 – RECOGNITION**

The above resolution (Resolution 92-56R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA AMENDING RESOLUTION NO. 1027, PROVIDING FOR EMPLOYER-EMPLOYEE RELATIONS) Article VII, Section 1 states the following: "*managerial, supervisory and confidential employees may only be included in a unit consisting solely of managerial, supervisory or confidential employees respectively.*" Therefore, City and Unit agree that all positions represented by this MOU are managerial, supervisory, or confidential as defined in Article I, Sections 7, 8 and 9. City and Unit further agree that employee unit will continue to be entitled "Police Mid-Management" for all purposes relating to employer-employee relations.

City hereby confirms its continuing recognition of Unit as the bargaining agent for employees of City whose positions are in the following current position classifications:

**MANAGERIAL**

Police Commander

**SUPERVISORY**

Police Sergeant

Supervising Dispatcher

City agrees to meet and confer and otherwise deal exclusively with representatives of Unit on all matters relating to the scope of representation pertaining to said employee unit as provided under the above-referenced Resolution and Government Code Sections. In the event Resolution No. 92-56R is modified, the modified Resolution shall apply. Any proposed modification shall be submitted to the Unit prior to its adoption, for input.

**ARTICLE 2 – SALARIES**

Salaries shall be paid in accordance with the Selma City Council approved Master Salary Schedule.

In the event the Classification and Compensation Study is not completed by July 1, 2024, all employees of this unit will receive a 3.2% salary increase effective the first pay period that includes July 1, 2024.

### **ARTICLE 3 – PREMIUM PAY**

A. Premium Pay shall be paid to Unit employees as follows:

P.O.S.T. CERTIFICATES: Sworn officers possessing the following P.O.S.T. Certificates shall be paid an additional sum per month as follows:

P.O.S.T. Intermediate Certificate - 3% of base salary

P.O.S.T. Advanced Certificate - an additional 3% of base salary

P.O.S.T. Supervisors Certificate - an additional 4% of base salary

*Maximum amount for all certificates - 10% of base salary per month*

*The prior listed amounts shall be included in computing payment for Overtime and Call-Back time.*

### **ARTICLE 4 – BILINGUAL PAY**

Positions represented by this MOU shall be eligible to receive Bilingual Pay (Spanish and Punjabi only). To receive this benefit, the employee will be required to pass an oral competency test administered by an independent party outside the employment of the City of Selma. Once certified the employee would receive the bilingual stipend of \$50.00 per month. Bilingual testing will be administered no less than each quarter.

### **ARTICLE 5 – SHIFT DIFFERENTIAL PAY**

A. Shift Differential Pay shall be paid to Police Sergeants only, as follows:

1. Two percent (2.0%) of base salary for employees formally assigned to Swing Shift.
2. Two and one-half percent (2.5%) of base salary for employees formally assigned to "Relief Shift."
3. Three percent (3.0%) of base salary for employees formally assigned to graveyard shift.
  - a. A temporary assignment to a different shift (covering a full two-week payroll period at a minimum) will be eligible for shift differential pay.

- b. Overtime, special duty, shift trades or any other cause for an employee to work a shift that is different than his/her formally assigned shift shall not make the employee eligible for shift differential pay.
- c. When the Police Department has set the work schedule to 12-hour shifts, the employee(s) formally assigned to the night shift shall receive the three percent (3.0%) shift differential pay.

#### **ARTICLE 6 – STAND-BY PAY**

- A. Police Commanders shall be eligible for Stand-By Pay of \$25.00 per any 24-hour period under the following conditions:
  - 1. Employee has agreed to remain accessible in order to take full responsibility for the department during the 24-hour period and has been formally assigned to do so by the respective Department Head or the City Manager.
  - 2. Respective Department Head will be out-of-town or otherwise unable to oversee department needs and/or respond to an emergency call.
  - 3. Employee will be on Stand-By Duty for the entire 24-hour period.
- B. Police Commanders who are subject to receiving phone calls after-hours (5:00 p.m. – 8:00 a.m. Monday through Thursday) and during weekends (5:00 p.m. Friday through 8:00 a.m. Monday) shall receive stand-by pay of \$100 per month.

#### **ARTICLE 7 – MANAGEMENT RESPONSIBILITY - DEFERRED COMPENSATION**

City does recognize and acknowledge the management responsibilities assigned to and borne by the employees represented by Unit and the responsibility exercised by Unit's employees in management decisions and administrative policy execution. In consideration thereof City has determined that the granting of certain benefits herein is in the mutual best interest of City and Unit.

Therefore, City agrees to deposit up to one hundred and seventy-five dollars (\$175.00) per month into a tax deferred retirement account voluntarily established by the employee in the employee's name with one of the City's 457 Tax Deferred Compensation plan that the employee elects. City will match the employee's contribution of up to \$87.50 per pay period (maximum of two pay periods per month) for a maximum of \$175.00 per month. Conditions of said contributions shall be subject to IRS regulations governing such accounts.

#### **ARTICLE 8 – ASSOCIATE MEMBERSHIPS & PAYROLL DEDUCTIONS**

Employees of Unit who are associate members of the Selma Police Officers Association may authorize City to deduct from their wages their regular monthly dues. Such dues shall be deducted and transmitted to the appropriate Association upon voluntary, revocable, written authorization of the employee.



Associate membership in the Selma Police Officers Association shall be for social and association-related benefits such as legal representation, and Unit's employees shall cease to be voting members and shall not hold office in the Association.

Association promises to hold harmless and indemnify City for any liability City should incur for any mistakes, negligence, or wrong, sustained as a result of this service.

## **ARTICLE 9 – LEGAL DEFENSE FUND**

City and Unit agree that the City will pay \$370 annually per Unit employee for employee's Legal Defense Fund (LDF), with the employee having the option of paying for additional coverage at their own expense.

## **ARTICLE 10 – SICK LEAVE**

Sick leave shall accrue to employees of Unit in accordance with the pertinent provisions of the City of Selma Personnel Rules and Regulations.

A. Sick Leave Incentive: Each eligible Unit employee shall be entitled to pay for a portion of earned sick leave credits on an annual basis, as follows:

1. First Tier: In order to be eligible for this incentive, Employee must have a minimum of 60 days (480 hours) of sick leave credit by the deadline date of November 1st. During the following twelve month period, employee will be able to continue accruing sick leave and will be eligible to receive Sick Leave Incentive.

a. At the end of each year, City agrees to pay each eligible employee with at least 480 hours of accrued sick leave credit up to 50% of sick leave earned during the previous 12-month period (November 1-October 31) henceforth referred to as the "benefit period". Regular, full-time employees earn twelve days of sick leave during the benefit period. If no sick leave is used during the benefit period, employee will receive payment for six days. If sick leave credits are used by the employee during the benefit period, employee is eligible for pay for 50% of the unused sick leave credits remaining over and above 480 hours. For example:

*An employee who has 480 hours of sick leave credit at the beginning of the benefit period earns 96 hours (12 days) and uses eight days of sick leave during the benefit period. Employee is eligible to receive payment for 50% of the unused four days (two days of pay).*

b. This benefit is not cumulative or retroactive and the employee must decide and declare annually whether to accept payment or receive sick leave credit. Any sick leave not paid for will continue to be credited for the employee's benefit to a maximum of 120 days.

- c. Payment to eligible employees shall be made by City annually in the month of December.

2. Second Tier: City agrees to pay each employee, who has accumulated 120 days (960 hours) of sick leave credit, 100% of sick leave credits earned but unused during the following twelve month period (which exceed the 960 hour sick leave accrual limit). When employee's sick leave has reached the maximum accrual of 960 hours, employee shall register the date with the Finance Department. Employee will then be allowed to register (but not accrue) the equivalent of eight additional hours per month, or 96 hours during the following twelve month period, for purposes of this benefit only. Employee would be eligible to receive payment for a maximum of 96 hours.

- a. If employee uses sick leave during the 12 month period in which sick leave is being registered, sick leave hours shall first be deducted from any registered hours above the 960 hour maximum. Employee shall then be eligible to receive sick leave incentive for any hours that are still registered, but unused.

- b. If employee uses more sick leave than those that have been registered above the 960 maximum, those sick leave hours would then be deducted from the 960 hour balance. Employee shall no longer be eligible for this sick leave incentive until employee has once again reached the 960 hour maximum. Employee shall then register the new date and start again to register additional sick leave hours.

- c. At the conclusion of the 12 month period, employee shall have the option of receiving sick leave incentive payment immediately, or waiting until December to receive payment with other employees.

3. Employees who terminate employment with the City, for any reason, during the year specified for the benefit, are not eligible for this benefit with the following exception: Any employee covered by this MOU who retires from City service shall receive any available Sick Leave Incentive, calculated on a pro-rated basis with his/her final paycheck.

B. Family Sick Leave: Regular employees covered by this MOU may use any or all of their regular sick leave accrual per calendar year (up to twelve days) to attend to the illness of a qualifying family member. All conditions and restrictions pertaining to the use of sick leave by the employee as provided in the City of Selma Personnel Rules and Regulations shall also apply to the use of family sick leave.

- 1. City and Employees recognize California Labor Code, Section 233 which states in part:

*“(a) Any employer who provides sick leave for employees shall permit an*

*employee to use in any calendar year..... an amount not less than the sick leave that would be accrued during six months..... to attend to an illness of a child, parent, spouse, or domestic partner of the employee. All conditions and restrictions placed by the employer upon the use by an employee of sick leave also shall apply to the use of an employee of sick leave to attend to an illness of his or her child, parent, spouse, or domestic partner”.*

2. City and Employees recognize California Labor Code, Section 234 which states in part:

*“An employer absence control policy that counts sick leave taken pursuant to Section 233 as an absence that may lead to or result in discipline, discharge, demotion, or suspension is a per se violation of Section 233.*

*Note: The Family Sick Leave provision is separate from those family and medical leaves mandated by federal and state laws, which provide leave time for specified situations involving the birth or adoption of a child, or the serious health condition of the employee or the employee's spouse, domestic partner, parent or child. Family Sick Leave may however, be taken in conjunction with family leaves mandated by state or federal family laws in certain situations.*

- C. Retirement Credit for Unused Sick Leave: Unused accumulated sick leave, for each eligible employee, whose effective date of retirement is within four months of separation from the employer which granted the sick leave credit, and who will receive no compensation or remuneration at all for such sick leave, shall be credited at retirement with 0.004 year of service credit for each unused day of sick leave certified to the board by employer. This benefit is provided pursuant to Government Code Section 20965, Public Employee's Retirement Law.

## **ARTICLE 11 – INSURANCE BENEFITS**

- A. Benefit for Employees with Ten or More Years of Service

1. The City agrees to provide 100% of the maximum premium allowances for health, dental, vision, and life insurance for individuals who have been employed by the City in a regular employment capacity for more than ten (10) years. The employee will become eligible for this provision the calendar year following the employee's tenth anniversary of their hire date or eligibility date. Employees hired or eligible for health insurance benefits for less than 10 years shall received 90% of the maximum allowances for the following calendar year.

*Example: A regular employee who was hired or became eligible for health insurance benefits during the 2012 calendar year will become eligible for 100% of the maximum premium allowances starting with the 2023 calendar year. All years prior to the 2023 calendar year, the employee will receive 90% of the maximum premium allowances.*

- B. Flexible Benefits Plan

A Flexible Benefits Plan has been implemented which allows all employees to select from the available choices of health plans, plus dental, vision and life

insurance. The Flexible Benefits Plan allows the employees to pay for these benefits using pre-tax dollars. Applicable premium amounts for all health, dental, vision and life insurance plans shall be deducted from the employees' bi-weekly paychecks. The plan is administered by an insurance company selected by the City and is subject to all IRS rules and regulations.

C. In Lieu of Health Insurance Benefit:

Employees choosing not to enroll in a health insurance plan may receive an "in lieu of benefit" of \$300 per month. This amount may be used to purchase other insurance options offered by the City at the time of implementation or hire, may be contributed to the employee's 457 Tax Deferred Compensation account and/or received as non-PERSable taxable income. The In-Lieu of Benefit shall apply only to the health insurance benefits. Employees choosing not to enroll in the dental, vision or basic life insurance plans will not receive the premium amounts in their flexible spending accounts, nor shall they receive an "in lieu of benefit" for declining these benefits.

D. Health Insurance:

City shall offer medical plans and the City shall pay ninety percent (90%) of the lowest medical plan premium for all regular and probationary employees and their eligible dependents.

E. Dental Insurance:

City shall offer a dental plan and the City shall pay ninety percent (90%) of the total premium cost for all regular and probationary employees and their eligible dependents.

F. Vision Insurance:

City shall offer a vision plan and the City shall pay ninety percent (90%) of the total premium cost for all regular and probationary employees and their eligible dependents.

G. Life & AD&D Insurance:

City shall offer \$100,000 in group life and accidental death and dismemberment insurance to each Unit member who chooses to elect such coverage. City shall pay ninety percent (90%) of the premium.

H. Long Term Disability (LTD) Insurance

City shall offer Long Term Disability Insurance to each employee in Unit.

I. Retiree Privilege:

A retiree is eligible to continue health coverage through City of Selma with the retiree paying the full costs of benefit.

J. Health Benefits Committee:

1. City and Unit acknowledge the necessity for timely review of benefit plans.

2. City and Unit agree to the establishment of a Health Benefits Committee for the review of benefits plans.
3. The City agrees that the Unit may designate two committee members to represent the interests of the Unit.
4. The Unit representative will be responsible for notifying the City and the Health Benefits Committee, in the event the Unit does not agree with a committee recommendation.
5. Unless the Unit representative notifies the City of a disagreement, per section 4 above, the parties agree that the Committee process will fulfill all meet and confer obligations.
6. Should the health insurance administrator recommend future rate increases or program modifications be implemented, he/she shall make a recommendation to the Health Insurance Committee stating the reasons why such increase or change is recommended. The Health Insurance Committee shall then make a recommendation to the City Manager within thirty (30) calendar days after receipt of said recommendation. The City Manager will make a decision based on the information provided, and present it to the City Council for implementation. The city and employees agree to pay any increased costs in the same proportion as the current contribution.

## **ARTICLE 12 – STATE DISABILITY INSURANCE (SDI)**

City agrees to permit participation, by Unit employees covered by this MOU, in the State Disability Insurance Program. Participation is at the sole expense of the employee.

## **ARTICLE 13 – RETIREMENT**

- A. For Unit employees that are considered “classic” Safety members of CalPERS pursuant to the Public Employees’ Pension Reform Act (PEPRA), the City shall continue to provide the CalPERS Safety 2% @ 50 Retirement Plan. The employees’ share of the contributions shall be fully vested in each employee’s name in accordance with CalPERS policies.
  1. Classic Safety employees shall continue to contribute the full 9% of compensation earnable member contribution, and 3% of compensation earnable of the required employer contribution as cost sharing in accordance to Government Code 20516(f) for a total employee CalPERS contribution of 12%.
  2. The City and Unit understand and agree that the additional 3% contribution by the employee of the employer’s required contribution as cost sharing in accordance to Government Code 20516(f), for a total employee CalPERS contribution of 12%, shall continue beyond the expiration date of this MOU and shall become a part of the status quo.

- B. For Unit employees that are considered “new” Local Safety members of the Public Employees Retirement System (PERS), pursuant to the Public Employees’ Pension Reform Act (PEPRA) of 2013, the City shall provide the PERS Safety 2.7% @ 57 Retirement Plan. Under the PEPRA all “new” Local Safety members of the Public Employees Retirement System (PERS) will be required to contribute at least 50% of the total normal cost of the retirement plan, as determined by CalPERS.

#### **ARTICLE 14 – UNIFORM ALLOWANCE**

- A. City shall provide an annual uniform allowance paid to Unit Employees as follows:
1. Uniform allowance is provided for Unit Employees who are sworn officers and who are required to wear or maintain uniforms for wear and for no others. Unit Employees receiving a uniform allowance shall wear and appear in full uniform for duty or inspection upon order of the Chief of Police.
  2. City shall pay sworn Police Employees \$1,000.00 each year for uniform purchase, replacement and maintenance. Maintenance shall include re-servicing of uniforms that have torn, as well as keeping uniforms cleaned.
  3. City shall provide one complete Class A Uniform to any new Police Commander whose position is included in this MOU. Commanders shall consult with Police Chief in determining appropriate uniform and accoutrements.
- B. City agrees to make quarterly uniform allowance payments on the first payroll period following the completion of each calendar quarter. Payments shall be made in the months of January, April, July and October. Payments for uniform allowance shall be made as part of the employee's payroll check. For PERS classic members, uniform allowance is subject to PERS withholding but not Social Security, Federal and State withholding. For PERS new members, uniform allowance is not subject to PERS, Social Security, Federal nor State withholding. Uniform allowance payments shall not be included in the base salary rate of employees.
1. If a balance on uniform revolving account, the balance will be deducted from the quarterly uniform allowance payment prior to payout.
- C. City shall continue to provide a revolving fund to assist Unit Employees in the purchase of required uniforms, tack, and equipment to a maximum of \$750 per employee at any given time.
1. Unit Employees shall reimburse City via payroll deductions based on the following:

AMOUNT OWED

\$0 - \$250  
\$251 - \$500  
\$501 - \$750

PAYMENT

\$50 per month or \$25 per pay period  
\$100 per month or \$50 per pay period  
\$150 per month or \$75 per pay period

2. This reimbursement amount shall take effect the first pay date in 2024 after adoption.
- D. City further agrees to reimburse employees for uniforms and equipment damaged in the line of duty. City's responsibility for reimbursement shall be limited to those articles required for the employee to perform his/her duties. City agrees to reimburse employees for personal property damaged in the line of duty only under the following conditions:
1. No Employee shall be reimbursed for any item lost or damaged in the performance of their duty in excess of \$50.00.
  2. Exception to the \$50.00 limit: prescription eye glasses or contact lenses (contact lenses only if required by employee's doctor), or dentures.
  3. No reimbursement shall be made if there is negligence or carelessness involved on the part of the employee.
- E. City agrees to provide employees with safety equipment as required by State law.
- F. City shall provide no other uniform allowance for employees in Unit.

**ARTICLE 15 – SHOULDER PATCHES; INSIGNIA**

City shall maintain at its cost a supply or otherwise provide, uniform shoulder patches and insignia required to identify rank or position in the Police Department.

**ARTICLE 16 – VACATION**

- A. The time at which the employee shall be granted a vacation is at the discretion of the Chief of Police. The predominant factor to be considered is the need of City. However, in an effort to accommodate the employee's requested vacation schedule, the department shall open to bid vacation scheduling in the order of classification seniority for a thirty-one (31) day period beginning January 1 of each year. Insofar as possible, classification seniority shall govern where more than one employee bids for the same period.
1. The final vacation schedule as approved by the Chief of Police shall be posted in the employee work area.
  2. Vacation credit shall be accrued based on 24 pay periods according to the following schedule. Vacation Days are based on an eight hour work day.

<u>Years of Service</u>	<u>No. of Days per Month</u>	<u>No. of Hours per pay period</u>	<u>No. of Days per Year</u>
0-4	1.0	4	12
5-9	1.5	6	18
10-14	1.75	7	21
15 and over	2.0	8	24

3. Unit employees as defined in Article 2 shall be allowed to accrue up to a maximum of 360 hours of vacation leave.
- B. Annual vacations applied for other than during the open bid period shall be granted at the discretion of the Chief of Police or his authorized representative. Changes in the vacation schedule and/or usage of more than two (2) week blocks shall be authorized only by the Chief of Police or his authorized representative, whose decision shall be final and not subject to the grievance procedure.
  - C. Vacation credits shall be earned per pay period with an employee starting work or terminating employment after the 1st day of a month earning the credit of vacation benefits on a pro-rata basis. For purposes of administration, pro-rata benefits shall be determined by dividing a month into four quarters and benefits accruing in no less than two (2) hour increments.

#### **ARTICLE 17 – VACATION BUY BACK**

- A. Unit employees who have taken a minimum of 80 hours of Vacation Leave during the previous calendar year will be eligible for Vacation Buy-Back of up to forty (40) hours per year.
  1. City will notify each employee by February 15 of each calendar year of eligibility to buy back vacation hours. Employee will have the option to receive payment for selected amount of vacation leave hours or decline this benefit. Eligible employees who choose to sell back their vacation leave hours will receive payment before March 31 of the calendar year.

#### **ARTICLE 18 – COMPENSATION FOR USE OF A PRIVATE VEHICLE**

Whenever in the conduct of business of City, a member of Unit, at a supervisor's request, uses a private vehicle whether for convenience or because a City vehicle is unavailable, shall be reimbursed for mileage at the IRS standard mileage rate. A member may refuse to use his/her private vehicle without prejudice. City retains the right to request proof of insurance at any time.

#### **ARTICLE 19 – VEHICLE TAKE-HOME PROVISION**

- A. City and Unit agree that Police Sergeants are frequently called upon after hours to attend to emergencies of the City. For easier accessibility when such incidents



occur, the City shall continue to allow Police Sergeants who were employed by the City on or prior to June 27, 2015 to drive their assigned City vehicle home each night.

- B. Police Officers who are current employees of the City at time of promotion to Police Sergeant shall be allowed to drive their assigned City vehicle home each night.
- C. Police Sergeants who are hired after June 27, 2015 as a lateral through an outside recruitment process will be eligible to drive their assigned City vehicle home each night after successfully completing their probationary period.
- D. Only those qualified Police Sergeants who reside within thirty (30) miles of the City of Selma city limits shall be allowed to take their vehicles home.
- E. City and Unit agree that the act of driving to and from the workplace is outside the scope of regular work and the Employee may not be covered by the City's Workers' Compensation program during those times. As a result, Employees shall maintain their own private insurance policies for any liabilities and/or injuries that may occur. City retains the right to request proof of insurance at any time.
- F. Police Sergeants may not use the City vehicle for personal reasons and must not allow any other person to drive their assigned City vehicle while away from work. The personal use of a city vehicle will result in the suspension of the individual's vehicle take-home privilege.

## **ARTICLE 20 – HOLIDAYS**

- A. Association employees shall observe sixteen (16) holidays per year (including Birthday and two floating holidays) in accordance with City of Selma Personnel Rules and Regulations.
- B. The employee's Birthday holiday may be deferred but should be used within one year of the particular holiday. In the event that two year's accrual (or 16 hours) of the holiday are banked, the employee will need to take at least eight hours of floating holiday time off as soon as possible. If time off is not possible or practical, the City agrees to pay the employee up to 8 hours of holiday pay. Under no circumstances will an eligible employee lose an accrued Birthday holiday/holiday pay. The scheduling of the Employee Birthday holiday shall be subject to approval of the employee's Department Head.

## **ARTICLE 21 – HOLIDAY COMPENSATION**

Unit Employees shall receive their regular salary plus one and one half (1 1/2) times their base hourly rate for all hours worked on a holiday (except Birthday) recognized by the City according to provisions of section 12.7 of the Personnel Rules and Regulations.

## **ARTICLE 22 – OVERTIME**

- A. Sworn Police Department Employees shall be compensated at one and one-half (1½) times their base hourly rate or choose to accrue comp time credits at one and one-half times for those hours actually worked over and above the work shift schedule they are currently assigned to, whether it be a regular eight (8) hour shift, or an alternative agreed upon schedule. Sworn Police Department Employees shall also be compensated at one and one-half (1½) times their base hourly rate or choose to accrue comp time credits at one and one-half times for time worked on a regularly scheduled day off. FLSA overtime provisions shall also apply in accordance with the established 14 day work period for employees in this classification. Any paid or unpaid leave hours used during the same work shift or work period shall not be included as “hours worked” in computing daily or FLSA overtime pay. City/Department management shall determine final shift arrangements.
- B. Earned compensatory time off shall be permitted if employee makes the request within a reasonable period of time prior to the desired time off, and the absence will not unduly disrupt the operations of the affected department.
  - 1. City and Unit agree that compensatory time off should be used for those occasions when the employee needs to be away from the workplace for a variety of reasons. It may also be used in conjunction with certain unpaid leaves that are available through federal and state regulations. The use of compensatory time off may be requested for a short period of time (not less than one-half hour) to a maximum of the employee’s compensatory leave balance.
  - 2. The maximum non-FLSA and FLSA comp time that employees of this Unit can accrue is 480 hours.

## **ARTICLE 23 – PAYOFF OF COMPENSATORY TIME**

- A. Unit employees with compensatory time may elect to receive payment for their accumulated comp time hours. City and Unit agree that employee may opt for one of the following methods:
  - 1. Ten-hour payoff - Eligible employees may indicate their desire to receive payment for up to ten hours of comp time per payroll period by submitting the appropriate paperwork with their regular payroll.
  - 2. 457 Contribution - Eligible employees may choose to convert comp time hours to the employee’s individual 457 Tax Deferred Compensation account on a quarterly basis only. Employee choosing this method must indicate the number of hours they wish to convert (limited to ten hours per payroll period) on the appropriate form. All hours so designated will be converted and applied to their

457 plan IF the employee has submitted a current 457 Change Form authorizing the total contribution prior to the last payroll of the quarter.

- a. Any comp time that exceeds the limit of 480 hours for employees of this Unit will be paid off in either manner defined above as indicated by the employee.

#### **ARTICLE 24 – CALL-BACK COMPENSATION**

Call-Back is defined as the time a Unit employee is required to return to work or report to the job for unscheduled or emergency work.

- A. If notice is given to the employee 24 hours or more in advance of an event or requested return to work, it shall be considered as “scheduled work time,” and will not qualify for Call-Back Compensation.
- B. When City requires a Unit member to return to work for unscheduled or emergency work time the employee shall be entitled to call back compensation.
- C. City shall compensate Unit employee a minimum of three (3) hours at the established overtime rate for Call-Back Compensation, irrespective of the actual time worked.
- D. In the event the task exceeds three (3) hours duration, the total compensation shall be for hours actually worked at the established overtime rates. After the minimum call-back time of three (3) hours is actually worked, work time shall be recorded in increments of one quarter of an hour (15 minutes).

#### **ARTICLE 25 – SPECIAL COMPENSATION**

- A. When Unit Employees are required to extend the normal work day to actually perform work at a City Council and/or Commission meeting, Employee shall receive a minimum of three (3) hours at the established overtime rate and may choose to be paid within the applicable payroll period or accumulate compensatory time off.
- B. In the event the task exceeds three (3) hours duration, the total compensation shall be for hours actually worked at the established overtime rates. After the minimum time of three (3) hours is actually worked, work time shall be recorded in increments of one quarter of an hour.
- C. Above provision shall only apply if said Employee has worked their full work shift schedule they are currently assigned, whether it be a regular eight (8) hour shift, or an alternative agreed upon schedule prior to the meeting. Any paid or unpaid leave hours used during the same work shift shall not be included as “hours worked.” Actual overtime accrued worked for that day (including meeting time) shall be compensated at time and one half (1½) as stated in paragraph A above.

## **ARTICLE 26 – PHYSICAL FITNESS AND WELLNESS**

- A. Physical fitness of all City employees is a top priority in ensuring the most efficient and effective service possible to our citizens, and in accomplishing City's risk management goals and objectives.
- B. Unit Employees may participate in a voluntary physical fitness/agility test for unit employees as developed by City. Unit members shall be permitted input in the development of the program however the determination of the City Manager and Police Chief shall be final and conclusive in the adoption of said program.
- C. City agrees to pay each entitled Unit member one annual \$150.00 physical fitness bonus/reimbursement, upon submission of current proof of payment of one annual gym membership fee of \$150.00 (or more). In the event the Unit member pays for gym membership in a series of installments, member may submit receipts totaling \$150.00 for reimbursement.
  - 1. Unit members who qualify for the Physical Fitness Bonus must submit a Claim for Payment form.
  - 2. Receipt(s) issued by the established physical fitness gymnasium for current individual membership must also accompany above-required Claim for Payment. Total reimbursement shall be paid for no more than \$150.00 per year.

## **ARTICLE 27 – COMPENSATION FOR COURT STAND-BY AND COURT APPEARANCES**

- A. COURT STAND-BY TIME: Court Stand-By Time is that time when a Unit member is not working but is requested by the Court to be available for a work-related court appearance.
  - 1. City acknowledges that on occasion, Unit Employees are requested by the Court to be available but are never called. Realizing this situation inconveniences the employee, City agrees to compensate Unit Employee for three hours at their regular rate of pay when employee is on court stand-by during regularly scheduled off duty time and is not called to appear in court after all.
    - a. Employee will be responsible to initiate a Special Pay Authorization Form for the stand-by time within the same pay period, attaching a copy of the corresponding court subpoena.
    - b. If Unit employee is notified that a case has been rescheduled or cancelled on the same day that the employee is off work and waiting to be called, court stand-by payment will be made. If subpoena has

been nullified due to a rescheduling or cancellation has been made by the Court prior to employee's scheduled time off, there will be no payment for court stand-by time.

- B. **COURT APPEARANCE PAY:** Court Appearance Pay is compensation to Unit members who actually appear in court. A Unit member who receives Court Appearance Pay will not be eligible for additional Court Stand-By Pay, even if the member had "waiting time" prior to the court appearance.
1. Unit employees required to make court appearances on off duty time shall receive a minimum of two (2) hours at the overtime rate. If the actual time spent is more than two hours, the employee shall receive one and one-half times his/her regular pay for actual hours worked or equivalent comp time credits, as designated by the employee.
    - a. If an employee is required by the Court to appear on the same day for two separate court cases, one in the morning and the other in the afternoon, the minimum compensation shall apply to each court appearance.
    - b. Employee will be responsible to initiate a Special Pay Authorization Form for the court appearance within the same pay period, attaching a copy of the corresponding court subpoena.
- C. City reserves the right to verify information regarding court appearances and court notification times.

## **ARTICLE 28 – CONTINGENCY FOR FLSA EXEMPT STATUS**

City and Unit mutually recognize that under the Fair Labor Standards Act certain position classifications within this Unit are subject to exemption under the Act and its overtime provisions and, further, that employees in certain positions have been compensated for overtime work in the form of compensatory time off or additional pay, practices which shall continue.

City and Unit agree that if City declares certain position classifications included in this MOU as exempt (according to FLSA guidelines) for compensation for overtime work, said employees shall be awarded the same number of Administrative Leave Days per fiscal year as other exempt employees, according to current Administrative Leave policies and such other Administrative Leave as may be approved by the City Manager.

## **ARTICLE 29 – BUSINESS CARDS**

City shall provide at its cost standard form City-approved business cards for all Unit employees to be used for City business purposes.

## **ARTICLE 30 – TRAINING**

- A. City recognizes that continued training of Unit members is of benefit to both City and members in that it introduces employee to new methods and techniques of performing duties and sharpens and increases skills necessary to provide high levels of productivity. City shall, in so far as is fiscally possible, budget sums each year for continued training and education. City shall be responsible for the reasonable expenses of training programs, including travel and lodging, when such expenses and costs are authorized by the appropriate Department Head in advance.
- B. City shall, in so far as is practical, encourage technical/vocational training in specific occupations. An example of such training is computer training. Technical/vocational training for an employee shall have prior approval of the City Manager (and City Council if deemed appropriate) including arrangements for costs thereof.

## **ARTICLE 31 – EDUCATION INCENTIVE**

- A. City shall pay a bonus of 2.5% of the Unit employees' base salary per month to those non-probationary employees who successfully complete or have attained an A.A. or A.S. degree in a field of study related to their work with City or with local government in general. City shall pay a bonus of 5% of the employees' base salary per month to those non-probationary employees who successfully complete or have attained a B.A. or B.S. degree - also in a field of study related to their work, or with local government in general. This incentive is available only to those employees who earn and receive such a degree while employed by the City. The City Manager shall determine if the curriculum leading to the degree meets the qualifying standards.
- B. Employees shall receive Education Incentive for the highest level of education received only and shall not be paid for more than one degree as listed above. If approved by the employee's Department Head and the Personnel Officer, this incentive pay shall become effective upon the date of presentation by the employee of the proper documentation of the completion of coursework. If copy of diploma/degree does not specify course of study, a certified transcript from the college or university must be included. No course shall be counted for which an employee receives less than a "C" or "Pass" grade.
- C. City shall grant incentive pay of one percent (1%) per month of an employee's salary to those non-probationary employees who successfully complete or have completed certification, training and/or education in a subject skill or a field of study related to the employee's duties and which will make the employee more productive in his/her work. This incentive shall be for training, education or courses that are desired by the unit employee for employee's own professional growth. Training, education or courses qualifying for this incentive shall have the prior recommendation of the employees' Department Head and approval of the City

Manager. Incentive Pay shall not be paid for those courses or classes that are arranged and/or paid for by City as part of its commitment to employee training. A Master's Degree shall qualify if all conditions of this section are met..

- D. A second incentive bonus of one percent (1%) per month of an employee's salary shall be granted to non-probationary employees who successfully complete a second certification, training and/or educational course, using the same criteria as stated in Section C above.

## **ARTICLE 32 – TEMPORARY WORK IN ANOTHER CLASSIFICATION**

Unit members may be assigned to temporarily work in other position classifications according to the following policy:

- A. The City shall provide "Acting" status pay differential of at least 5%, or Step A of the higher classification when the employee has been assigned to serve the majority of significant duties of a higher position. The employee shall receive the highest pay rate as provided by this section. The determination of who is qualified for, and formally assigned to the higher capacity shall remain at the discretion of the Department Head (or City Manager, in the absence of a Department Head).
  - 1. When a Unit Employee is assigned to a shift and assumes the duties of a higher position, he or she shall receive the differential pay for the full shift. If the Unit Employee is assigned and assumes the duties of the higher position in mid-shift, he or she shall receive the differential pay for the actual time served, but in no case less than three (3) hours.
    - a. No extra compensation for temporary work in other classifications shall apply to shift trades between employees.

## **ARTICLE 33 – BILL OF RIGHTS**

The rights of Sworn Police personnel covered by this MOU are stated in the Government Code of the State of California, Sections 3300-3312.

The intention of this Article is to confirm City's and Unit's understanding of these rights.

## **ARTICLE 34 – SENIORITY**

Seniority shall be measured by total length of service in years, months and days from date of last hire.

- A. Newly hired employees shall accrue seniority from date of hire but may not exercise rights of such accrual until the satisfactory completion of a one year probationary period. Promotions and accompanying one-year probationary periods do not affect the original hire date for purposes of calculating seniority.

- B. Promotions, demotions, and rehires shall be within the sole discretion of the City Manager or his/her designee. Demotions shall be subject to the appeals procedure. In making these determinations, the City Manager or his authorized representative shall consider 1) Seniority - Length of Service and 2) Ability, efficiency, and special skills;
  - 1. Where in the fair and impartial judgement of the City Manager or his authorized representative, factors under #2 are relatively equal, #1, Seniority, shall govern unless extenuating circumstances prevail.
- C. City policy dictates that layoffs shall be according to seniority (*last person hired will be first person to be laid off*), provided the remaining employee(s) has the ability to perform the work. Therefore, those employees of this Unit who have attained seniority within their job classification and/or department, and/or who have received promotions which have placed them (i.e. their job classifications) in this Unit, shall, before being considered for layoff, be given the opportunity of returning to a prior or lower job classification (*or assuming similar duties of a previous position if that job classification or job title has changed*) and replacing another employee with less seniority.
- D. Employees who have been laid off shall be recalled in the inverse order of layoff.
- E. Any person transferring from one department to another with the same job classification shall not suffer a reduction in compensation.
- F. Seniority shall be lost by:
  - 1. Termination from City employment.
  - 2. Failure to return from an authorized leave of absence.
  - 3. Failure to respond to notice of recall from layoff within the established time frame.

## **ARTICLE 35 – DISCIPLINE**

The City may implement an absenteeism control system, which will include the detailed and ongoing recordings of absences and counseling of employees regarding abuse, with management and supervisory personnel having the discretion to require medical verification in instances where abuse appears evident and to take action as appropriate to correct patterns of abuse.

## **ARTICLE 36 – GRIEVANCE PROCEDURE AND UNIT REPRESENTATIVE**

- A. A Grievance is a complaint involving the application of the terms of the MOU, city rules and regulations or any action taken against an employee. A Grievance Procedure's purpose is to encourage City and its employees to solve difficulties and problems at the lowest possible administrative and/or supervisory level. An informal discussion or meeting between parties to bring difficult issues to light will usually result in the resolution of the situation. However, if an employee chooses to use the Grievance Procedure, it shall be incumbent upon the



parties to follow these procedures expressly.

- B. Unit may appoint a representative to handle grievances pertaining to this MOU. Upon designating such a representative, Unit shall provide City, in writing, with the name of the representative.
- C. A Grievance should not be considered the same as the Appeal Process before the Personnel Commission which may be filed in accordance with the City of Selma Personnel Rules and regulations, Rule XII, for issues relative to those defined in said Resolution and City of Selma (Personnel) Ordinance No. 812, Chapter 2-2-4.

#### **ARTICLE 37 – ADOPTION OF AGREEMENT AND AMENDING PROCEDURE**

- A. This MOU shall be deemed adopted and binding effectively terminating negotiations during its term upon approval and subscription of the Unit and City.
- B. If either Unit or City desires to modify or change this MOU during its term, said party shall serve written notice on the other party, setting forth the nature of the proposed modifications or changes. Failure of the other party to give written approval of the modifications or changes proposed within thirty (30) days of the required written notice shall be deemed a rejection of proposal.
- C. No presently existing benefit, whether monetary or otherwise, may be reduced below its present level, except as agreed to in this MOU.

#### **ARTICLE 38 – SAVINGS CLAUSE**

- A. This MOU is the entire agreement of the parties, terminating all prior MOU's and concluding all negotiation during the term of this MOU, except as provided in Article 11. The parties hereto may, from time to time meet to discuss the administration of this MOU.
- B. Should any provisions of this MOU be found to be in contravention of any federal or State Law, by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this MOU shall remain in force and effect. The parties hereto shall negotiate any provision found to be in contravention of State or Federal Law.

#### **ARTICLE 39 – TERM:**

This Memorandum of Understanding shall remain in effect for a period commencing July 1, 2023 and ending June 30, 2024, subject to appropriate modifications by mutual agreement of the parties.

#### **ARTICLE 40 – APPROVALS:**

CITY COUNCIL APPROVAL: May 6, 2024

"CITY"  
City of Selma,  
a municipal corporation

"UNIT"  
Police Middle Management  
Employee Group

BY: \_\_\_\_\_  
Fernando Santillan / Date  
City Manager/Personnel Officer

\_\_\_\_\_  
Sgt. Andrew Guzman / Date

\_\_\_\_\_  
Representative / Date

DRAFT

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

**May 6, 2024**

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**ITEM NO: D.**

**SUBJECT:** Consideration of a Resolution Approving a Request for a Fee Waiver for American Legion Post 12 Suicide Prevention/Awareness Ride

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**BACKGROUND:**

American Legion Post 12 will be hosting a stop in the American Legion Riders Suicide Prevention/Awareness Ride. The event will begin in Visalia, ride to Corcoran, stop in Selma, then head to Fresno. The American Legion Riders will visit Selma's Veteran's Plaza where a quick presentation will take place. The ALP 12 has submitted a request to waive fees associated with the event at Lincoln Park Veteran's Plaza on June 22, 2024.

**DISCUSSION:**

The American Legion Post 12 has submitted a request to waive fees associated with the Suicide Prevention/Awareness Ride event (Attachment #1).

Fees associated with this event include Special Events Permit, Sound Permit, Street Closure Fee and Park Rental totaling in \$1,105.

This event will take place on June 22, 2024 at the Lincoln Park Veteran's Plaza, as shown in Attachment #2. The fee waiver serves a public purpose by providing services related to health and wellness to City residents.

**FEE WAIVER POLICY:**

In accordance with Selma Municipal Code 5-7-19, the City Council may waive up to \$25,000 in special event permit fees for qualifying events. Organizations are also allowed a single waiver per fiscal year (Waiver Policy).

Under the waiver policy, an event must meet specific criteria to qualify for a waiver. ALP 12 consistency with these criteria is identified below:

- Not-for-profit organizations and non-profit entities that have a documented federal tax-exempt status
  - ALP 12 provided documentation confirming its status as a 501(c)(3) organization.
- Local organization presence.
  - ALP 12 is based in Selma, they have a Post committed to serving the Veteran's in our community.

- Organization cannot receive more than one waiver or reduction in a fiscal year
  - This is ALP 12's first waiver during the current fiscal year.
- Be open to the public
  - The event is open to the public.
- Raise the profile of Selma through prominent acknowledgment of its support and assistance in event marketing materials and at the event itself.
  - ALP 12 is a Selma-based organization that is utilizing Lincoln Park to bring community members together through programs designed to increase the health and wellness of the community.
- Benefit the residents of Selma.
  - The event is being held at Lincoln Park which will allow for residents to attend the event.
- Organization is required to provide a report to City Council post-event.
  - Staff will be requesting the report from the organizer following the event.

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

On July 17, 2023, the Council waived fees for Fresno Model Railroad Club (FMRC), a 501(c)(7) non-profit organization, for their Train Show Event at Pioneer Village on August 4, 2023. The amount of fees waived for FMRC totaled \$1,265.

On September 5, 2023, the Council waived fees for Centro De Folklor Padrinos (CDFP), a 501(c)(3) non-profit organization, for their Dia de los Muertos event at Pioneer Village on November 4, 2023. The amount of fees waived for CDFP totaled \$1,561.

On September 5, 2023, the Council waived fees for the Selma Chamber of Commerce (Chamber), a 501(c)(3) non-profit organization, for the Annual Car Show and BBQ Event at Lincoln Park on September 16, 2023. The amount of fees waived for the Chamber totaled \$1,737.

On September 5, 2023, the Council waived fees for Christ Driven AG Church (CDAC), a 501(c)(3) non-profit organization, for their Soup and Bread Festival event at 1801 Second Street on October 31, 2023. The amount of fees waived for CDAC totaled \$1,200.

On January 16, 2024, the Council waived fees for Central California Blood Banks (CCBB), a 501(c)(3) non-profit organization, for their Community Blood Drive event at Lincoln Park on February 10, 2024. The amount of fees waived for CCBB totaled \$950.

To date, City Council has waived \$9,163 in fees and has not exhausted the maximum amount allowed within the Municipal Code.

**FISCAL IMPACT:**

By waiving the requested fees, there will be a revenue loss of \$1,105.

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**RECOMMENDATION:** In accordance with the current Waiver Policy, adopt the attached Resolution accepting the request from American Legion Post 12 to waive fees for their event.

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\_\_\_\_\_/s/\_\_\_\_\_  
Liz Martinez  
Recreation Supervisor

\_\_\_\_\_  
04/22/2024  
Date

\_\_\_\_\_/s/\_\_\_\_\_  
Fernando Santillan  
City Manager

\_\_\_\_\_  
04/22/2024  
Date

**Attachments:**

1. Special Event – Fee Waiver Request
2. Event Site Map

**City of Selma**  
**Application for Special Event Fee Waiver**  
**or Fee Reduction**

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

**Policy:**

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

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

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

REQUESTING (Please check all that apply)

☒ Fee waiver                      ( ) Fee reduction (Amount Requested: \$\_\_\_\_\_)

**SPONSORING ORGANIZATION INFORMATION**

Name of Organization: SELMA AMERICAN LEGION

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_

Event Coordinator: Eliseo Zuniga

Telephone: \_\_\_\_\_ Cell: (

Email: \_\_\_\_\_

Nonprofit 501(c)(3) tax-exempt organization: 94-1476702

Located in Selma: LINCOLN PARK "VETERANS PLAZA"

Has organization received any other financial assistance from the City this year? NO

**EVENT INFORMATION**

Name of Event: SUICIDE PREVENTION AWARENESS RIDE "22"

Type of Event: COMMUNITY SUICIDE AWARENESS

Facility Requested or Event Location: VETERANS PLAZA

Date of Event: 6-22-24

Event Hours: 1030-1230

On which dates and at what times are you requesting permission to setup/ clean up?

Set up: 1030 Clean up: 1230

Please describe the event, its purpose, and the activities that will take place:

1) SUICIDE AWARENESS

2) UNVEILING OF AMERICAN LEGION PLAQUE

3) SELMA AMERICAN LEGION MEMBERS

100TH BIRTHDAY "SARYIS ESRALIAN"

Is the event open to the public: YES

Estimated number of participants/spectators: 100

Is this event a fundraiser: NO

Will there be an admission, entrance, user fee or cover charge for the event? If so,

please explain: NO

How will the event benefit Selma: SUICIDE PREVENTION

Will promotional materials be used? How are you planning to market the event:

1) SOCIAL MEDIA

Will the event create revenue-generating opportunities for local Selma businesses? If so, how: \_\_\_\_\_

Can you commit to tracking event attendance and vendor sales to report the City's Economic Development Team following the event? Yes\_\_\_\_ No X

If yes, please describe how you will track attendance and sales:

Has your organization put on this same event in the past: Yes\_\_\_\_ No X

If not, has your organization put on other events in Selma? If so, please indicate which ones: \_\_\_\_\_

Other organizations participating in organization of the event: \_\_\_\_\_

AMERICAN LEGION RIDERS

Other organizations participating in event: \_\_\_\_\_

Will this event receive third party funding or sponsorship: NO

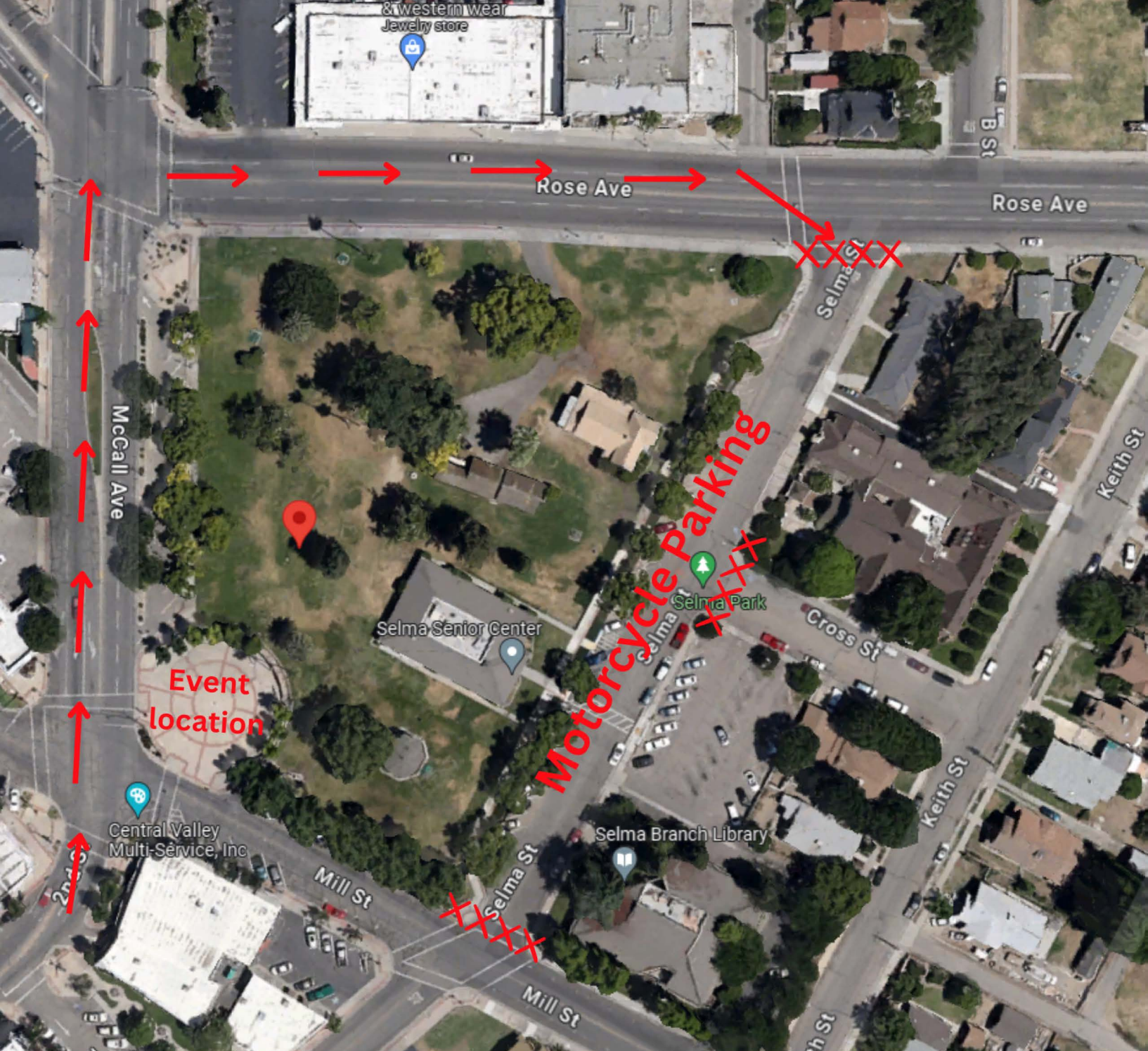
Name of Applicant (Print): Elise Zuniga Date: 4-2-24

Signature of Applicant: \_\_\_\_\_

Please deliver completed application to <sup>U</sup>City Hall, 1710 Tucker Street, Selma, CA 93662 Building-Planning Technician, 559-891-2208) along with a copy of your organization IRS 501(3)(c) determination letter. Incomplete applications or requests will not be considered.

Planning Office Use Only	
Date Received:	_____
Received By:	_____
Application Rcvd ( )	IRS 501(3)(c) Rcvd ( )
Date Forwarded for Approval:	_____





→ Motorcycle Route

X Barricade/closure

**American Legion Post 12 Suicide  
Awareness/Prevention Ride  
June 22, 2024  
10:00a.m. - 1:00p.m.**

# CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
83943	04/04/24	Printed	ADVENTIST HEALTH TULARE	PD -BLOOD/ALCOHOL ANALYSIS FEBRUARY 2024		849.00
83944	04/04/24	Printed	AIRGAS USA LLC	ECO DEV -CVTC OXYGEN SUPPLIES	R	25.18
83945	04/04/24	Printed	AMERICAN INCORPORATED / MD CONCRETE CUTTING & DEMO	PLANNING -SIGN ABATEMENT 1630 2ND ST		7,700.00
83946	04/04/24	Printed	APOLLO HEALTH INC.	HR -FIT FOR DUTY EXAMINATION		150.00
83947- 83948	04/04/24	Printed	ARAMARK UNIFORM	PW -UNIFORMS/TOWELS/FIRST AID 2/1-2/8/24		729.48
83949	04/04/24	Printed	AT&T	ADMIN -TELEPHONE MARCH 2024		38.99
83950	04/04/24	Printed	AT&T	ADMIN -INTERNET FOR WEED & SEED 3/11/24-4/10/24		84.89
83951	04/04/24	Printed	AT&T	ADMIN -TELEPHONE 2/12-3/11/24		57.67
83952	04/04/24	Printed	AT&T	ADMIN -TELEPHONE 2/12-3/11/24		95.23
83953	04/04/24	Printed	AT&T	ADMIN -TELEPHONE 2/12-3/11/24		200.90
83954	04/04/24	Printed	BANNER PEST CONTROL INC	ADMIN -PEST CONTROL MARCH 2024		621.00
83955	04/04/24	Printed	BRAND NEW DAY	FD -AMBULANCE OVERPAYMENT REFUND		422.91
83956	04/04/24	Printed	BROWN'S DOCK & DOOR, INC.	PW -FURNISH & INSTALL METAL DOORS AT OLD PD		16,875.00
83957	04/04/24	Printed	CALIFORNIA STATE UNIVERSITY	REC -COSTUME & JEWELRY RENTAL SCHOOL GIRLS/AFRICAN MEAN GIRL		30.00
83958	04/04/24	Printed	CHRISTIAN ADRIAN CANO	HR -2022 FSA REIMBURSEMENT		380.10
83959- 83963	04/04/24	Printed	CENCAL AUTO & TRUCK PARTS, INC	FLEET -AUTO PARTS & SUPPLIES		6,634.76
83964	04/04/24	Printed	CENTRAL SANITARY SUPPLY, LLC.	PW -JANITORIAL SUPPLIES		239.47
83965	04/04/24	Printed	CISCO SYSTEMS CAPITAL CRP	ADMIN -PHONE SYSTEM LEASE		1,375.84
83966	04/04/24	Printed	COMCAST	ADMIN -PD TO FCSO FEBRUARY 2024		728.74
83967	04/04/24	Printed	COMCAST	ADMIN -INTERNET SERVICE MARCH 2024		821.45
83968	04/04/24	Printed	CPS HR CONSULTING	HR -FIRE CAPTAIN WRITTEN TEST		551.50
83969	04/04/24	Printed	CSJVRMA	HR -2023/2024 4TH QTR DEPOSIT		364,754.00
83970	04/04/24	Printed	CSMFO	FIN -VALLEY CHAPTER MEETING		35.00
83971	04/04/24	Printed	DATA TICKET, INC.	PD -MONTHLY PARKING CITATION PROCESSING FEBRUARY 2024		200.00
83972	04/04/24	Printed	DATAPATH LLC	ADMIN -NETCARE/ON SITE SUPPORT MARCH 2024, PROFESSIONAL SERVICES SWITCHING TO WIRELESS, MICROSOFT 365 PREM. FOR MARCH 2024, 3 DELL LAPTOPS, 4 ADOBE ACROBAT PRO		36,437.75
83973	04/04/24	Printed	DEPARTMENT OF JUSTICE	PD -FINGERPRINTS FEBRUARY 2024		292.00
83974	04/04/24	Printed	EDITOR LLC	ART C -MUSICAL THEATER PROMO THE BROTHERS SIZE		600.00
83975	04/04/24	Printed	YESENIA ESPINOZA / BLOOMIE'S FLORAL & GIFTS	ADMIN -FLOWER ARRANGEMENTS		621.24
83976	04/04/24	Printed	FIVE CITIES EDA	FIN -3rd QUARTER DUES JANUARY - MARCH 2024		1,387.71
83977	04/04/24	Printed	FORTNER'S AUTO SERV & TOWING	PD -EVIDENCE TOW CN#24-0861		302.00
83978	04/04/24	Printed	FRESNO COUNTY FIRE	FLEET -E110 & T111 REPAIRS; PLANNING - TRANSITION/REORGANIZATION FEES		38,222.55
83979	04/04/24	Printed	FRESNO ECONOMIC OPPORTUNITIES	SENIOR C -MEALS FEBRUARY 2024		1,831.92
83980	04/04/24	Printed	FRESNO OXYGEN	FD -MEDICAL SUPPLIES		318.62
83981	04/04/24	Printed	GEIL ENTERPRISES INC	PW -JANITORIAL SERVICES MARCH 2024		4,990.00
83982	04/04/24	Printed	GOLDEN SHOVEL AGENCY, LLC.	ECO DEV -CITY WIDE MARKETING AND BRANDING		9,975.00
83983	04/04/24	Printed	JESUS GOMEZ	HR -2022 FSA REIMBURSEMENT		696.00
83984	04/04/24	Printed	GILBERT GONZALES	PD -PERISHABLE SKILLS TRAINING PER DIEM 4/2/24- 4/5/24	R	60.00
83985	04/04/24	Printed	JASON GRAY	FD -BOOTS REIMBURSEMENT		111.53
83986	04/04/24	Printed	VANESSA M. HERRERA	HR -2022 FSA REIMBURSEMENT		111.78
83987	04/04/24	Void	JUSTIN HOLT	HR -2022 FSA REIMBURSEMENT		0.00
83988	04/04/24	Printed	MATTHEW HUGHES	PD -PERISHABLE SKILLS TRAINING PER DIEM 4/2/24- 4/5/24	R	60.00
83989	04/04/24	Printed	JH TACKETT INC.	REC -RETRACTABLE BANNERS, SPARCS BUSINESS CARDS, TRIFOLD BROCHURE		1,118.71
83990	04/04/24	Printed	ZACHARY JOHNSON BRASUELL	HR -2022 FSA REIMBURSEMENT		500.00
83991	04/04/24	Printed	JAN TYSON JOHNSON	HR -2022 FSA REIMBURSEMENT		217.20
83992	04/04/24	Printed	KAISER PERMANENTE	FD -AMBULANCE OVERPAYMENT REFUND		1,372.00
83993	04/04/24	Printed	LES SCHWAB TIRE CENTERS OF	PW -SWAP TIRES ON RF SPARE IN TRUNK UNIT#1000, ST SWEEPER TIRE REPLACEMENT, UNIT#197 TIRE BALANCE/ALIGNMENT		1,426.58
83994	04/04/24	Printed	LIFE-ASSIST INC.	FD -MEDICAL SUPPLIES		1,346.78
83995	04/04/24	Printed	SUZETTE LUGO	HR -2022 FSA REIMBURSEMENT		600.00
83996	04/04/24	Printed	CEASAR LUNA	HR -2022 FSA REIMBURSEMENT		340.00
83997	04/04/24	Printed	SYLVIA LUNA	HR -2022 FSA REIMBURSEMENT		131.00
83998	04/04/24	Printed	CORY LYNCH	PD -PERISHABLE SKILLS TRAINING PER DIEM 3/12/24- 3/15/24	R	60.00

# CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
83999	04/04/24	Printed	STEVEN MARES	HR -2022 FSA REIMBURSEMENT		269.31
84000	04/04/24	Printed	XOCHITL MARTINEZ	HR -2022 FSA REIMBURSEMENT		250.00
84001	04/04/24	Printed	AUSTIN MARTINS	HR -2022 FSA REIMBURSEMENT		110.00
84002	04/04/24	Printed	DWAYNE MCPHERSON	PD -PERISHABLE SKILLS TRAINING PER DIEM 3/19/24-3/22/24	R	60.00
84003	04/04/24	Printed	MEDLINE INDUSTRIES, INC.	FD -MEDICAL SUPPLIES		840.87
84004	04/04/24	Printed	FERNANDO MORAN	HR -2022 FSA REIMBURSEMENT		17.38
84005	04/04/24	Printed	IRENE MURILLO	FD -AMBULANCE OVERPAYMENT REFUND		100.00
84006	04/04/24	Printed	MYERS STEVENS & TOOHEY & CO.	HR -POLICE EMPLOYEES LIFE INS APRIL 2024		684.00
84007	04/04/24	Printed	ODP BUSINESS SOLUTIONS LLC	ADMIN -OFFICE SUPPLIES		449.54
84008	04/04/24	Printed	CHRISTOPHER ORTIZ-BELCHER	ART C -GRAPHIC DESIGNER		1,550.00
84009	04/04/24	Printed	PG&E	ADMIN -UTILITIES MARCH 2024		13.88
84010	04/04/24	Printed	PG&E	ADMIN -UTILITIES MARCH 2024		89.92
84011	04/04/24	Printed	PG&E	ADMIN -UTILITIES MARCH 2024		175.36
84012	04/04/24	Printed	PG&E	ADMIN -UTILITIES MARCH 2024		22,150.92
84013	04/04/24	Printed	PG&E	ADMIN -UTILITIES MARCH 2024		328.13
84014	04/04/24	Printed	PG&E	ADMIN -UTILITIES MARCH 2024		21.35
84015	04/04/24	Printed	PIPKIN DETECTIVE AGENCY INC.	HR -PRE-EMPLOYMENT BACKGROUND CHECKS		594.00
84016	04/04/24	Printed	QUAD KNOPF, INC.	COMM DEV -PROFESSIONAL SERVICES FOR PLANNING 2/4-3/2/24	PARTIAL R	6,442.00
84017	04/04/24	Printed	QUINN COMPANY	FLEET -UNIT 1402 FORKLIFT MAINTENANCE, UNIT 1604 LOADER MAINTENANCE		7,061.68
84018	04/04/24	Printed	R.J. BERRY JR. INC.	PW -RETENTION PAYMENT FOR ALPHABET STREETS & STORM DRAIN		91,040.92
84019	04/04/24	Printed	ANDREW RANGEL	HR -2022 FSA REIMBURSEMENT		93.78
84020	04/04/24	Printed	ROBERT HALF FINANCE & ACCOUNTING	FIN -SENIOR ACCOUNTANT 3/22/24		2,849.00
84021	04/04/24	Printed	CARLOS ROMERO	HR -2022 FSA REIMBURSEMENT		538.45
84022	04/04/24	Printed	RRM DESIGN GROUP	COMM SERV -THOMPSON PARK PROJECT FEBRUARY 2024	G	8,235.00
84023	04/04/24	Printed	CRAIG YOSHIKAZU SAKAGUCHI	FD -AMBULANCE OVERPAYMENT REFUND		697.63
84024	04/04/24	Printed	FERNANDO SANTILLAN	HR -2022 FSA REIMBURSEMENT		253.99
84025	04/04/24	Printed	SEQUOIA SAFETY COUNCIL, INC.	FD -AMBULANCE OVERPAYMENT REFUND FIREMED COVERAGE		445.00
84026	04/04/24	Printed	SESAC, INC.	REC -MUSIC PERFORMANCE LICENSE		598.44
84027	04/04/24	Printed	SPARKLETTS	ECO DEV -WATER SERVICE FOR CVTC	R	129.91
84028	04/04/24	Printed	KENDRA STEFFEN	HR -2022 FSA REIMBURSEMENT		600.00
84029	04/04/24	Printed	JENAFER STILLMAN	REC -TBALL REFUND		50.00
84030	04/04/24	Printed	SUN LIFE	HR -EMPLOYEE INSURANCE APRIL 2024		2,539.44
84031	04/04/24	Printed	SWANSON-FAHRNEY FORD SALES INC	FLEET -PARTS, UNIT#1005 WATER PUMP, UNIT#317 TIRE KIT REPLACEMENT,UNIT#1006 REPAIR, UNIT#729 OIL CHANGE		5,420.95
84032	04/04/24	Printed	T-MOBILE USA, INC.	PD -2 TOWER DUMPS FOR SPD# 24-1162		50.00
84033	04/04/24	Printed	TEC WEST, INC.	HR -ACCOUNTING CLERK & CLERICAL ASSISTANT 3/17/24		4,953.80
84034	04/04/24	Printed	TYLER TECHNOLOGIES, INC.	FIN -FUNDBALANCE ANNUAL FEES 4/1/24-3/31/25		6,478.31
84035	04/04/24	Printed	U.S. BANK CORPORATE PMT SYSTEM	FIN -CALCARD CHARGES 2/23/24-3/22/24	PARTIAL R	77,821.64
84036	04/04/24	Printed	VERIZON WIRELESS	ADMIN -TELEPHONE/MDT'S 1/19/24-2/18/24		1,784.95
84037	04/04/24	Printed	VISTA PAINT CORPORATION	PW -THERMOLAZER 300TC STREET STRIPING		18,181.04
84038	04/04/24	Printed	WILLDAN ENGINEERING	BLDG -INSPECTOR SERVICES THROUGH 2/23/24		180.00
84039	04/04/24	Printed	JAMIELA WILLIAMS	COMM SERV -REIMBURSEMENT FOR SCHOOL GIRLS PROPS		128.42
84040	04/04/24	Printed	JOSE ZAVALA	HR -2022 FSA REIMBURSEMENT		27.12
84041		Void		FIN -PROVIDED NEW BANK INFORMATION TO SOCAL FOR FUTURE FRANCHISE PAYMENTS		
						<b>TOTAL 771,037.61</b>

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

## US BANK INVOICE FOR CALCARD CHARGES: 02/23/24-03/22/24

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
ALEJANDRO ALVAREZ	2/28/2024	DOUBLE TREE HOTELS	POST SLI COURSE	100-2200-610.915.000	432.90
ALEJANDRO ALVAREZ	2/28/2024	CHEVRON GAS STATION	FUEL	701-9200-600.257.000	70.00
ALEJANDRO ALVAREZ	3/5/2024	NAVA BROTHERS DETAILING	REMOVING DECALS FROM CODE ENFORCEMENT UNIT	100-2300-600.250.000	31.50
ALEJANDRO ALVAREZ	3/19/2024	CHEVRON GAS STATION	FUEL	701-9200-600.257.000	94.00
ALEJANDRO ALVAREZ	3/20/2024	DOUBLE TREE HOTELS	POST SLI COURSE	100-2200-610.915.000	479.58
AMY SMART	2/28/2024	CHEVRON GAS STATION	FUEL	100-4100-610.920.000	47.72
AMY SMART	3/4/2024	HOTEL ZOSO	PALM SPRINGS CONFERENCE	100-4100-610.920.000	126.15
AMY SMART	3/4/2024	SHELL GAS STATION	PALM SPRINGS CONFERENCE	100-4100-610.920.000	47.05
AMY SMART	3/13/2024	SWEETWATER SOUND	SOUND SYSTEM	100-4100-600.250.000	2,834.59
AMY SMART	3/15/2024	NELSON'S ACE HARDWARE	STAFF APPRECIATION - GIFT CARDS	100-1300-610.000.000	100.00
AMY SMART	3/18/2024	PARTY CITY	STAFF APPRECIATION - TICKET ROLL	100-1300-610.000.000	45.36
AMY SMART	3/20/2024	NRPA OPERATING	MEMBERSHIP	100-4100-610.900.000	180.00
AMY SMART	3/21/2024	THE HOME DEPOT	Groundbreaking Digging Shovels	100-4100-656.905.000	77.07
ANDREW GUZMAN	2/22/2024	AMERICAN RED CROSS	OPIATE TRAINING	100-2200-610.915.000	20.00
ANDREW GUZMAN	2/23/2024	AMERICAN RED CROSS	OPIATE TRAINING	100-2200-610.915.000	20.00
ANDREW GUZMAN	2/23/2024	AMERICAN RED CROSS	OPIATE TRAINING	100-2200-610.915.000	20.00
ANDREW GUZMAN	2/23/2024	AMERICAN RED CROSS	OPIATE TRAINING	100-2200-610.915.000	20.00
ANDREW GUZMAN	2/23/2024	AMERICAN RED CROSS	OPIATE TRAINING	100-2200-610.915.000	20.00
ANDREW GUZMAN	2/28/2024	AMERICAN RED CROSS	OPIATE TRAINING	100-2200-610.915.000	20.00
ANDREW GUZMAN	2/28/2024	AMERICAN RED CROSS	OPIATE TRAINING	100-2200-610.915.000	20.00
ANDREW GUZMAN	3/2/2024	AMERICAN RED CROSS	OPIATE TRAINING	100-2200-610.915.000	20.00
ANDREW GUZMAN	3/2/2024	CIRCLE K GAS STATION	FUEL	701-9200-600.257.000	55.26
CALEB GARCIA	2/22/2024	AMERICAN RED CROSS	OPIATE TRAINING	100-2100-610.915.000	20.00
CALEB GARCIA	2/22/2024	AMERICAN RED CROSS	OPIATE TRAINING	100-2100-610.915.000	20.00
CALEB GARCIA	2/22/2024	AMERICAN RED CROSS	OPIATE TRAINING	100-2100-610.915.000	20.00
CALEB GARCIA	2/23/2024	AMERICAN RED CROSS	OPIATE TRAINING	100-2100-610.915.000	20.00
CALEB GARCIA	2/29/2024	AMERICAN RED CROSS	OPIATE TRAINING	100-2100-610.915.000	20.00
CALEB GARCIA	3/1/2024	AMERICAN RED CROSS	OPIATE TRAINING	100-2100-610.915.000	20.00
CASSY L FAIN	2/25/2024	AMERICAN RED CROSS	OPIATE TRAINING	100-2200-610.915.000	20.00
CASSY L FAIN	2/25/2024	AMERICAN RED CROSS	OPIATE TRAINING	100-2200-610.915.000	20.00
CASSY L FAIN	2/25/2024	AMERICAN RED CROSS	OPIATE TRAINING	100-2200-610.915.000	20.00
CASSY L FAIN	2/25/2024	AMERICAN RED CROSS	OPIATE TRAINING	100-2200-610.915.000	10.00
CASSY L FAIN	2/25/2024	AMERICAN RED CROSS	OPIATE TRAINING	100-2200-610.915.000	20.00
CASSY L FAIN	2/28/2024	AMERICAN RED CROSS	OPIATE TRAINING	100-2200-610.915.000	20.00
CITY OF SELMA FIRE QRT MST	2/22/2024	REPAIR ALL CERES	STATION CELL PHONE CASES	100-2525-600.250.000	90.35
CITY OF SELMA FIRE QRT MST	2/22/2024	REPAIR ALL CERES	STATION CELL PHONE CASES	600-2600-600.250.000	45.18
CITY OF SELMA FIRE QRT MST	2/23/2024	LAERDAL MEDICAL	EMS SUPPLIES	600-2600-600.250.000	42.32
CITY OF SELMA FIRE QRT MST	3/5/2024	AMAZON	EMS BED FRAMES	600-2600-600.250.000	390.04
CITY OF SELMA FIRE QRT MST	3/5/2024	AMAZON	EMS BED FRAMES	600-2600-600.250.000	195.02
CITY OF SELMA FIRE QRT MST	3/11/2024	CA TRAINING	TRAINING CLASS	295-2525-610.915.000	448.50



## US BANK INVOICE FOR CALCARD CHARGES: 02/23/24-03/22/24

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
CITY OF SELMA FIRE QRT MST	3/14/2024	AMAZON	DC IPAD CASE	100-2525-600.250.000	31.45
CITY OF SELMA FIRE QRT MST	3/14/2024	WAL-MART	DC IPAD CASE	100-2525-600.250.000	17.23
CITY OF SELMA FIRE QRT MST	3/15/2024	AMAZON	DC IPAD CASE RETURN	100-2525-600.250.000	(31.45)
CITY OF SELMA FIRE QRT MST	3/16/2024	THE UPS STORE	SHIP PPE FOR REPAIRS	100-2525-600.476.000	198.35
CITY OF SELMA FIRE QRT MST	3/17/2024	AMAZON	LABEL MAKER TAPE	100-1600-600.100.000	28.18
CITY OF SELMA SNG RES 2	2/29/2024	THE HOME DEPOT	GARDEN HOSE ST. 2	100-2525-600.250.000	108.31
CITY OF SELMA SNG RES 2	3/3/2024	THE HOME DEPOT	RETURNED HOSE	100-2525-600.250.000	(108.31)
CITY OF SELMA SNG RES 2	3/3/2024	THE HOME DEPOT	GARDEN HOSE ST. 2	100-2525-600.250.000	108.43
CITY OF SELMA SNG RES 2	3/7/2024	WAL-MART	CLEANING SUPPLIES ST. 1, 2, 3	100-2525-600.250.000	94.85
CITY OF SELMA SNG RES 2	3/7/2024	THE HOME DEPOT	ST. 3 LOCKED KEY BOX	600-2600-600.250.000	32.51
CITY OF SELMA SNG RES 2	3/7/2024	WAL-MART	CLEANING SUPPLIES ST. 1, 2, 3	600-2600-600.250.000	47.43
CITY OF SELMA SNG RES 2	3/10/2024	THE HOME DEPOT	RETURNED ST. 3 LOCKED KEY BOX	600-2600-600.250.000	(32.51)
CITY OF SELMA STATION 2	2/27/2024	WAL-MART	GATORADE ST. 1, 2, 3	100-2525-600.250.000	57.20
CITY OF SELMA STATION 2	2/27/2024	WAL-MART	GATORADE ST. 1, 2, 3	600-2600-600.250.000	28.60
CITY OF SELMA STATION 2	3/1/2024	AT&T	SCREEN PROTECTORS	100-2525-600.250.000	10.85
CITY OF SELMA STATION 2	3/10/2024	THE HOME DEPOT	ST.3 LOCK BOX	600-2600-600.250.000	40.11
CITY OF SELMA STATION 2	3/16/2024	WAL-MART	ST. 3 BED COVER	600-2600-600.250.000	32.51
CITY OF SELMA TRAINING DIV	3/11/2024	THE HOME DEPOT	NAILS, DEWALT BATTERY, SHEATHING PANEL	295-2525-610.915.000	1,879.52
CYNTHIA GOMEZ	3/1/2024	EMBASSY SUITES SANTA ANA	RECORDS SUPERVISOR TRAINING	100-2100-610.910.000	984.88
CYNTHIA GOMEZ	3/6/2024	MARRIOTT LAX AIRPORT LA	CA NENA 911 CONFERENCE	100-2100-610.910.000	947.44
CYNTHIA GOMEZ	3/7/2024	ME-N-EDS PIZZERIA	SUPPLIES	100-2100-600.250.000	110.92
CYNTHIA GOMEZ	3/12/2024	AMAZON	SUPPLIES	100-2200-600.250.000	84.36
EMS DIVISION 550	3/3/2024	CHEVRON GAS STATION	FUEL	701-9200-600.257.000	47.27
EMS DIVISION 551	3/1/2024	CHEVRON GAS STATION	FUEL	701-9200-600.257.000	67.95
EMS DIVISION 552	3/3/2024	O'REILLY AUTO PARTS	ANTIFREEZE	600-2600-600.250.000	21.68
EMS DIVISION 553	2/25/2024	CHEVRON GAS STATION	FUEL	701-9200-600.257.000	94.82
EMS DIVISION 553	2/27/2024	CIRCLE K GAS STATION	FUEL	701-9200-600.257.000	84.84
EMS DIVISION 553	2/28/2024	CHEVRON GAS STATION	FUEL	701-9200-600.257.000	90.00
EMS DIVISION 553	2/29/2024	CIRCLE K GAS STATION	FUEL	701-9200-600.257.000	70.00
EMS DIVISION 553	3/18/2024	ARCO AM-PM GAS STATION	FUEL	701-9200-600.257.000	108.78
FERNANDO MORAN	2/28/2024	THE MOWERS EDGE	EXMARK BLADES - STOCK	100-5300-600.250.000	191.67
FERNANDO MORAN	2/28/2024	THE HOME DEPOT	TOILET SEAT SEAL - SENIOR CENTER	702-9300-600.250.000	15.78
FERNANDO SANTILLAN	3/8/2024	FRESNO BEE	MONTHLY SUBSCRIPTION	100-1300-610.900.000	39.99
FERNANDO SANTILLAN	3/15/2024	ME-N-EDS PIZZERIA	EMPLOYEE APPRECIATION EVENT SUPPLIES	100-1300-610.000.000	98.17
FERNANDO SANTILLAN	3/15/2024	EVERNOTE	SUBSCRIPTION	100-1300-610.900.000	169.99
FINANCE DEPARTMENT	2/24/2024	ADOBE	REFUND FOR CANCELLED SUBSCRIPTION	100-1600-600.100.000	(23.88)
FINANCE DEPARTMENT	3/6/2024	S&S WORLDWIDE, INC.	RECREATION SPORTS SUPPLIES	100-4100-656.910.000	1,346.74
FINANCE DEPARTMENT	3/18/2024	DNH*DOMAIN HOSTING	CITY OF SELMA WEBSITE	704-9600-600.475.000	135.98
HUMBERTO SALAS	3/6/2024	CHEVRON GAS STATION	FUEL	269-2100-600.257.000	70.70
HUMBERTO SALAS	3/8/2024	CHEVRON GAS STATION	FUEL	269-2100-600.257.000	89.51

## US BANK INVOICE FOR CALCARD CHARGES: 02/23/24-03/22/24

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
HUMBERTO SALAS	3/14/2024	CHEVRON GAS STATION	FUEL	269-2100-600.257.000	84.13
HUMBERTO SALAS	3/19/2024	CIRCLE K GAS STATION	FUEL	269-2100-600.257.000	78.21
JACOB DEL CID	3/6/2024	SMITH SIGN & DECAL	NAME PLACE FOR ADMINISTRATIVE ASSISTANT	100-1400-600.250.000	54.13
JEROME KEENE	3/21/2024	PRINT THEORY	BID LOGO ADDITIONAL REVISIONS	296-1500-600.250.000	599.36
JESUS HERNANDEZ	2/21/2024	THE HOME DEPOT	DRYWALL TAPE, JOINT COMPOUND-STATION 2	702-9300-600.370.000	43.14
JESUS HERNANDEZ	2/22/2024	THE HOME DEPOT	WASHERS, NUTS, HINGES-DANISH BUILDING	702-9300-600.370.000	32.90
JESUS HERNANDEZ	2/23/2024	SAN JOAQUIN GLASS	REPLACE DOOR - FIRE ADMIN	702-9300-600.370.000	3,675.00
JESUS HERNANDEZ	3/5/2024	NELSON'S ACE HARDWARE	BUILDING REPAIRS SUPPLIES-ANIMAL SERVICES	100-2400-600.250.050	149.38
JESUS HERNANDEZ	3/5/2024	NELSON'S ACE HARDWARE	PARK MAINT SUPPLIES	100-5300-600.250.000	39.97
JESUS HERNANDEZ	3/5/2024	NELSON'S ACE HARDWARE	IRRIGATION SUPPLIES - LLMD11	100-5300-600.250.411	146.36
JESUS HERNANDEZ	3/5/2024	THE HOME DEPOT	MARKERS, HOOKS-BLDGS	702-9300-600.250.000	14.59
JESUS HERNANDEZ	3/5/2024	NELSON'S ACE HARDWARE	MOP HEAD REFILLS-OLD PD	702-9300-600.250.000	19.99
JESUS HERNANDEZ	3/5/2024	NELSON'S ACE HARDWARE	RODENT CONTROL SUPPLIES-SENIOR CENTER	702-9300-600.250.000	152.20
JESUS HERNANDEZ	3/5/2024	NELSON'S ACE HARDWARE	BALLAST, BULBS-CITY HALL	702-9300-600.250.000	79.96
JESUS HERNANDEZ	3/5/2024	THE HOME DEPOT	WRENCHES-BLDG TOOLS	702-9300-600.305.000	92.14
JESUS HERNANDEZ	3/5/2024	NELSON'S ACE HARDWARE	BUILDING REPAIRS SUPPLIES-FIRE STATIONS	702-9300-600.370.000	41.55
JESUS HERNANDEZ	3/5/2024	NELSON'S ACE HARDWARE	BUILDING REPAIRS SUPPLIES-CORP YARD	702-9300-600.370.000	199.95
JESUS HERNANDEZ	3/6/2024	PRINT THEORY SCREEN PRINTING	4X8 SIGN-ANIMAL SERVICES	100-2400-600.250.050	449.79
JESUS HERNANDEZ	3/6/2024	THE HOME DEPOT	SUPPLIES FOR EASTER BACKDROP-RECREATION	100-5300-600.250.000	258.05
JESUS HERNANDEZ	3/7/2024	PRINT THEORY SCREEN PRINTING	DELIVERY FEE FOR SIGN-ANIMAL SERVICES	100-2400-600.250.050	27.25
JESUS HERNANDEZ	3/8/2024	THE HOME DEPOT	BUILDING MAINT SUPPLIES	702-9300-600.250.000	126.43
JESUS HERNANDEZ	3/8/2024	NELSON'S ACE HARDWARE	PAINT, GARAGE TRANSMITTER-CORP YARD	702-9300-600.250.000	88.92
JESUS HERNANDEZ	3/8/2024	NELSON'S ACE HARDWARE	JIGSAW BLADES, HARDWARE	702-9300-600.250.000	37.08
JESUS HERNANDEZ	3/8/2024	THE HOME DEPOT	CORDLESS SHEET SANDER - BLDGS	702-9300-600.305.000	161.68
JESUS HERNANDEZ	3/8/2024	NELSON'S ACE HARDWARE	CHISEL SET - BLDGS	702-9300-600.305.000	16.99
JESUS HERNANDEZ	3/11/2024	THE HOME DEPOT	SUPPLIES FOR EASTER BACKDROP-RECREATION	100-5300-600.250.000	118.97
JESUS HERNANDEZ	3/12/2024	THE HOME DEPOT	SUPPLIES FOR EASTER BACKDROP-RECREATION	100-5300-600.250.000	54.93
JESUS HERNANDEZ	3/13/2024	THE HOME DEPOT	SPRAY BOTTLES-BLDGS	702-9300-600.250.000	15.14
JESUS HERNANDEZ	3/14/2024	THE HOME DEPOT	TOOLS -SHAFER PARK BALLFIELDS -RECREATION	100-4700-600.250.000	125.65
JORDAN WEBSTER	3/20/2024	COSMOPOLITAN	SYMPOSIUM - LUNCH	295-2500-610.915.000	30.60
JORDAN WEBSTER	3/21/2024	COSMOPOLITAN	SYMPOSIUM - LUNCH	295-2500-610.915.000	35.48
JUSTIN HOLT	2/26/2024	AMERICAN RED CROSS	OPIATE TRAINING	100-2200-610.915.000	20.00
JUSTIN HOLT	2/26/2024	AMERICAN RED CROSS	OPIATE TRAINING	100-2200-610.915.000	20.00
JUSTIN HOLT	2/26/2024	AMERICAN RED CROSS	OPIATE TRAINING	100-2200-610.915.000	20.00
JUSTIN HOLT	2/26/2024	AMERICAN RED CROSS	OPIATE TRAINING	100-2200-610.915.000	20.00
JUSTIN HOLT	2/28/2024	AMERICAN RED CROSS	OPIATE TRAINING	100-2200-610.915.000	20.00
JUSTIN HOLT	3/3/2024	CIRCLE K GAS STATION	FUEL	701-9200-600.257.000	61.62
JUSTIN HOLT	3/4/2024	AMERICAN RED CROSS	OPIATE TRAINING	100-2200-610.915.000	20.00
KELLI TELLEZ	2/27/2024	AMAZON	OFFICE SUPPLIES	100-1600-600.100.000	14.05
KELLI TELLEZ	2/28/2024	AMAZON	OFFICE SUPPLIES-INK CARTRIDGE	100-1600-600.100.000	28.14

## US BANK INVOICE FOR CALCARD CHARGES: 02/23/24-03/22/24

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
KELLI TELLEZ	2/28/2024	FASTRAK VIOLATION CENT	AMBULANCE TRANSPORT TOLL	600-2600-600.250.000	7.00
KELLI TELLEZ	3/4/2024	ALERT ALL CORP	PUBLIC EDUCATION STICKERS-TAX RATE CHANGE	100-2550-600.250.000	(2.61)
KELLI TELLEZ	3/4/2024	ALERT ALL CORP	PUBLIC EDUCATION STICKERS-TAX RATE CHANGE	100-2550-600.250.000	393.12
KELLI TELLEZ	3/6/2024	WAL-MART	CANDY-FIRE EDUCATION EVENT	100-2550-600.250.000	44.10
KELLI TELLEZ	3/13/2024	AMAZON	OFFICE SUPPLIES	100-1600-600.100.000	28.15
KELLI TELLEZ	3/13/2024	AMAZON	OFFICE SUPPLIES	100-1600-600.100.000	18.32
KELLI TELLEZ	3/18/2024	WAL-MART	OFFICE SUPPLIES - SINGLE HOLE PUNCH FOR HR	100-1600-600.100.000	1.65
KIZITO OKOROANYANWU	2/21/2024	NAPA AUTO PARTS	PAINT MARKERS-STOCK	603-5500-600.250.000	11.03
KIZITO OKOROANYANWU	2/21/2024	NAPA AUTO PARTS	ABS SENSOR-STOCK	603-5500-600.256.000	332.10
KIZITO OKOROANYANWU	2/21/2024	NAPA AUTO PARTS	STEEL MIRRORS-STOCK	603-5500-600.256.000	54.28
KIZITO OKOROANYANWU	2/22/2024	CUMMINS SALES & SERVICE	RCN COOLER-STOCK	603-5500-600.256.000	2,372.11
KIZITO OKOROANYANWU	2/22/2024	NAPA AUTO PARTS	SENSORS-STOCK	603-5500-600.256.000	223.83
KIZITO OKOROANYANWU	2/22/2024	RAMOS TIRE & AUTO	INSTALL TIRES-RT#149	603-5500-600.400.000	364.84
KIZITO OKOROANYANWU	2/23/2024	NELSON'S ACE HARDWARE	CUT KEYS	603-5500-600.250.000	17.31
KIZITO OKOROANYANWU	2/23/2024	CUMMINS SALES & SERVICE	RCN COOLER-RT#193	603-5500-600.256.000	2,372.11
KIZITO OKOROANYANWU	2/23/2024	CUMMINS SALES & SERVICE	CLAMP BAND-RT#193	603-5500-600.256.000	122.01
KIZITO OKOROANYANWU	2/23/2024	NAPA AUTO PARTS	BAND CLAMPS-RT#193/STOCK	603-5500-600.256.000	76.37
KIZITO OKOROANYANWU	2/23/2024	9150 STORQUEST	RENTAL UNIT #B99 3/1/24-3/31/24	603-5500-600.400.000	365.00
KIZITO OKOROANYANWU	2/26/2024	FRONTIER FASTENER	MISC. WASHERS, NUTS, BOLTS-STOCK	603-5500-600.256.000	55.81
KIZITO OKOROANYANWU	2/26/2024	NAPA AUTO PARTS	BAND CLAMPS-CREDIT	603-5500-600.256.000	(76.37)
KIZITO OKOROANYANWU	2/27/2024	THE HOME DEPOT	BOXES, STRETCH WRAP-STOCK	603-5500-600.250.000	51.89
KIZITO OKOROANYANWU	2/27/2024	ARMANDO'S SMOG	SMOG RT#154	603-5500-600.400.000	100.00
KIZITO OKOROANYANWU	2/28/2024	NELSON'S ACE HARDWARE	TANK HANDLE-SHOP RESTROOM	603-5500-600.250.000	4.98
KIZITO OKOROANYANWU	2/28/2024	CUMMINS SALES & SERVICE	COOLER, LEVER, GASKET-RT#192	603-5500-600.256.000	3,308.54
KIZITO OKOROANYANWU	2/28/2024	CUMMINS SALES & SERVICE	SWITCH, SPARK PLUGS-RT#194	603-5500-600.256.000	936.43
KIZITO OKOROANYANWU	2/28/2024	CUMMINS SALES & SERVICE	CLAMP BANDS-STOCK	603-5500-600.256.000	61.00
KIZITO OKOROANYANWU	2/28/2024	CUMMINS SALES & SERVICE	CLAMP BANDS-STOCK	603-5500-600.256.000	122.01
KIZITO OKOROANYANWU	2/28/2024	LES SCHWAB TIRES	RESTOCK TIRES	603-5500-600.256.000	1,561.38
KIZITO OKOROANYANWU	2/28/2024	NAPA AUTO PARTS	WIPER BLADES-STOCK	603-5500-600.256.000	69.66
KIZITO OKOROANYANWU	2/29/2024	NAPA AUTO PARTS	FLUID RES-CREDIT	603-5500-600.256.000	(87.49)
KIZITO OKOROANYANWU	2/29/2024	NAPA AUTO PARTS	FAN BELTS-STOCK	603-5500-600.256.000	1,564.88
KIZITO OKOROANYANWU	2/29/2024	NAPA AUTO PARTS	FLUID RES-RT#193	603-5500-600.256.000	87.49
KIZITO OKOROANYANWU	2/29/2024	NAPA AUTO PARTS	ECD BELTS-STOCK	603-5500-600.256.000	296.79
KIZITO OKOROANYANWU	3/1/2024	THE HOME DEPOT	TOTES, RATCHET-SUPPLIES	603-5500-600.250.000	141.86
KIZITO OKOROANYANWU	3/1/2024	BLACKSTONE CHEVROLET	CONVERTERS-RT#181	603-5500-600.256.000	4,910.73
KIZITO OKOROANYANWU	3/1/2024	BLACKSTONE CHEVROLET	HOSE-RT#1565	603-5500-600.256.000	65.79
KIZITO OKOROANYANWU	3/4/2024	NAPA AUTO PARTS	BEARING SUPPORT-RT#156	603-5500-600.256.000	190.69
KIZITO OKOROANYANWU	3/5/2024	WALMART	JANITORIAL SUPPLIES	603-5500-600.250.000	40.24
KIZITO OKOROANYANWU	3/5/2024	CUMMINS SALES & SERVICE	SPARK PLUG KIT-RT#192	603-5500-600.256.000	414.57
KIZITO OKOROANYANWU	3/5/2024	FLEET PRIDE	FILTERS-RT#192	603-5500-600.256.000	226.22

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EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
KIZITO OKOROANYANWU	3/5/2024	FUTURE FORD OF CLOVIS	SPARK PLUGS, COIL ASS-RT#184	603-5500-600.256.000	607.68
KIZITO OKOROANYANWU	3/5/2024	NAPA AUTO PARTS	AIR FILTERS-CREDIT	603-5500-600.256.000	(100.88)
KIZITO OKOROANYANWU	3/5/2024	NAPA AUTO PARTS	CABIN AIR FILTERS - STOCK	603-5500-600.256.000	166.62
KIZITO OKOROANYANWU	3/5/2024	NAPA AUTO PARTS	AIR FILTER-RT#192	603-5500-600.256.000	166.10
KIZITO OKOROANYANWU	3/5/2024	NAPA AUTO PARTS	AIR FILTERS-STOCK	603-5500-600.256.000	664.39
KIZITO OKOROANYANWU	3/5/2024	JORGENSEN COMPANY	ANNUAL FIRE EXT MAINTENANCE	603-5500-600.400.000	633.72
KIZITO OKOROANYANWU	3/6/2024	NAPA AUTO PARTS	DEF FLUID-STOCK	603-5500-600.250.000	92.42
KIZITO OKOROANYANWU	3/6/2024	CUMMINS SALES & SERVICE	ELECTRIC ONNECTOR-RT#192/STOCK	603-5500-600.256.000	196.36
KIZITO OKOROANYANWU	3/6/2024	FLEET PRIDE	MPG KITS-STOCK	603-5500-600.256.000	331.19
KIZITO OKOROANYANWU	3/6/2024	NAPA AUTO PARTS	ADAPTERS-CREDIT	603-5500-600.256.000	(31.94)
KIZITO OKOROANYANWU	3/6/2024	NAPA AUTO PARTS	ADAPTERS-STOCK	603-5500-600.256.000	31.94
KIZITO OKOROANYANWU	3/6/2024	NAPA AUTO PARTS	GAUGES-STOCK	603-5500-600.256.000	148.70
KIZITO OKOROANYANWU	3/6/2024	NAPA AUTO PARTS	ADAPTERS-STOCK	603-5500-600.256.000	26.21
KIZITO OKOROANYANWU	3/6/2024	O'REILLY AUTO PARTS	PUMP-STOCK	603-5500-600.256.000	19.51
KIZITO OKOROANYANWU	3/6/2024	O'REILLY AUTO PARTS	A/T FILTER-STOCK	603-5500-600.256.000	91.56
KIZITO OKOROANYANWU	3/6/2024	SAUNDERS AUTOMATIC SERVICES	FILTERS-STOCK	603-5500-600.256.000	(393.48)
KIZITO OKOROANYANWU	3/6/2024	SAUNDERS AUTOMATIC SERVICES	FILTER KIT-RT#192	603-5500-600.256.000	393.48
KIZITO OKOROANYANWU	3/6/2024	SAUNDERS AUTOMATIC SERVICES	2" FILTER KIT-RT#192	603-5500-600.256.000	383.30
KIZITO OKOROANYANWU	3/7/2024	FLEET PRIDE	MPG KITS-CREDIT	603-5500-600.256.000	(331.19)
KIZITO OKOROANYANWU	3/7/2024	FLEET PRIDE	LEVELING SENSORS-STOCK	603-5500-600.256.000	178.31
KIZITO OKOROANYANWU	3/7/2024	NAPA AUTO PARTS	ATP PLATINUM KITS-STOCK	603-5500-600.256.000	62.39
KIZITO OKOROANYANWU	3/8/2024	BLACKSTONE CHEVROLET	BEARING KIT-STOCK	603-5500-600.256.000	115.17
KIZITO OKOROANYANWU	3/8/2024	CUMMINS SALES & SERVICE	RCN COOLER KIT-RT#192/STOCK	603-5500-600.256.000	2,459.68
KIZITO OKOROANYANWU	3/8/2024	NAPA AUTO PARTS	A/C PRESSURE SWITCHES-CREDIT	603-5500-600.256.000	(252.53)
KIZITO OKOROANYANWU	3/8/2024	NAPA AUTO PARTS	ABS SENSOR-CREDIT	603-5500-600.256.000	(266.88)
KIZITO OKOROANYANWU	3/11/2024	FRONTIER FASTENER	BREAKERS-CREDIT	603-5500-600.256.000	233.68
KIZITO OKOROANYANWU	3/11/2024	O'REILLY AUTO PARTS	IGN WIRE SETS-RT#175/STOCK	603-5500-600.256.000	128.43
KIZITO OKOROANYANWU	3/11/2024	O'REILLY AUTO PARTS	MINI LAMPS-STOCK	603-5500-600.256.000	3.58
KIZITO OKOROANYANWU	3/11/2024	O'REILLY AUTO PARTS	ANTIFREEZE - STOCK	603-5500-600.256.000	182.11
KIZITO OKOROANYANWU	3/11/2024	THE OUTDOORSMAN	REPAIRS-RT#181	603-5500-600.400.000	240.00
KIZITO OKOROANYANWU	3/12/2024	LES SCHWAB TIRES	RESTOCK TIRES	603-5500-600.256.000	2,998.87
KIZITO OKOROANYANWU	3/12/2024	LES SCHWAB TIRES	RESTOCK TIRES	603-5500-600.256.000	793.67
KIZITO OKOROANYANWU	3/12/2024	NAPA AUTO PARTS	ATP PLATINUM KITS-STOCK	603-5500-600.256.000	311.97
KIZITO OKOROANYANWU	3/12/2024	NAPA AUTO PARTS	O-RINGS-STOCK	603-5500-600.256.000	5.04
KIZITO OKOROANYANWU	3/12/2024	NAPA AUTO PARTS	O-RINGS-STOCK	603-5500-600.256.000	5.04
KIZITO OKOROANYANWU	3/13/2024	NAPA AUTO PARTS	CAR WASH-STOCK	603-5500-600.250.000	44.87
KIZITO OKOROANYANWU	3/13/2024	NAPA AUTO PARTS	OIL FILTERS-STOCK	603-5500-600.256.000	129.39
KIZITO OKOROANYANWU	3/14/2024	NELSON'S ACE HARDWARE	FLEXOGEN HOSE, NOZZLE TWIST-SUPPLIES	603-5500-600.250.000	43.37
KIZITO OKOROANYANWU	3/14/2024	NAPA AUTO PARTS	DISC PADS-STOCK	603-5500-600.256.000	180.57
KIZITO OKOROANYANWU	3/14/2024	NAPA AUTO PARTS	DISC BRAKE PADS - STOCK	603-5500-600.256.000	707.04



## US BANK INVOICE FOR CALCARD CHARGES: 02/23/24-03/22/24

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
KIZITO OKOROANYANWU	3/14/2024	NAPA AUTO PARTS	DISC BRAKE PADS - CREDIT	603-5500-600.256.000	707.04
KIZITO OKOROANYANWU	3/14/2024	NAPA AUTO PARTS	DISC PADS - RT#170	603-5500-600.256.000	98.41
KIZITO OKOROANYANWU	3/14/2024	NAPA AUTO PARTS	CONTROL ARM & BALL-STOCK	603-5500-600.256.000	589.66
KIZITO OKOROANYANWU	3/14/2024	NAPA AUTO PARTS	CONTROL ARM & BALL-STOCK	603-5500-600.256.000	589.66
KIZITO OKOROANYANWU	3/15/2024	JORGENSEN COMPANY	HART BODY BUILD CLEAN UP KIT	603-5500-600.250.000	358.22
KIZITO OKOROANYANWU	3/15/2024	NELSON'S ACE HARDWARE	HARDWARE	603-5500-600.250.000	13.88
KIZITO OKOROANYANWU	3/15/2024	NELSON'S ACE HARDWARE	HARDWARE	603-5500-600.250.000	6.40
KIZITO OKOROANYANWU	3/15/2024	LIBERTY CHEVROLET	CALIPER	603-5500-600.256.000	389.97
KIZITO OKOROANYANWU	3/15/2024	NAPA AUTO PARTS	BRAKE HOSE-RT#170	603-5500-600.256.000	34.13
KIZITO OKOROANYANWU	3/15/2024	NAPA AUTO PARTS	BRACKETED CALIPER-RT#170	603-5500-600.256.000	160.97
KIZITO OKOROANYANWU	3/15/2024	NAPA AUTO PARTS	BRACKETED CALIPER-RT#170	603-5500-600.256.000	160.97
KIZITO OKOROANYANWU	3/15/2024	VILLAGE TIRE	WHEEL ALIGNMENT-RT#170	603-5500-600.400.000	84.95
KIZITO OKOROANYANWU	3/18/2024	JORGENSEN COMPANY	HART BODY BUILD CLEAN UP KIT-CREDIT	603-5500-600.250.000	(358.22)
KIZITO OKOROANYANWU	3/18/2024	NAPA AUTO PARTS	AIR FILTERS-RT#232/STOCK	603-5500-600.256.000	35.47
KIZITO OKOROANYANWU	3/18/2024	NAPA AUTO PARTS	AIR FILTERS-RT#236/STOCK	603-5500-600.256.000	190.82
KIZITO OKOROANYANWU	3/18/2024	SAN JOAQUIN AUTO ELECTRIC	REMAN ALTERNATORS-STOCK	603-5500-600.256.000	452.90
KIZITO OKOROANYANWU	3/19/2024	NAPA AUTO PARTS	AIR FILTERS-STOCK	603-5500-600.256.000	163.69
KIZITO OKOROANYANWU	3/19/2024	NAPA AUTO PARTS	AC COMPONENT KIT-RT#174	603-5500-600.256.000	82.29
KIZITO OKOROANYANWU	3/19/2024	NAPA AUTO PARTS	NEW COMPRESSOR-RT#174	603-5500-600.256.000	249.37
KIZITO OKOROANYANWU	3/19/2024	NAPA AUTO PARTS	CONDENSER-RT#174	603-5500-600.256.000	222.68
KIZITO OKOROANYANWU	3/20/2024	LES SCHWAB TIRES	RESTOCK TIRES	603-5500-600.256.000	1,040.93
KIZITO OKOROANYANWU	3/20/2024	NAPA AUTO PARTS	BRAKE LIGHT-RT#169	603-5500-600.256.000	31.70
KIZITO OKOROANYANWU	3/20/2024	NAPA AUTO PARTS	FRONT CONVENTIONAL-RT#169/STOCK	603-5500-600.256.000	60.31
KIZITO OKOROANYANWU	3/21/2024	O'REILLY AUTO PARTS	WIPER BLADES-CREDIT	603-5500-600.256.000	(76.34)
KIZITO OKOROANYANWU	3/21/2024	O'REILLY AUTO PARTS	WIPER BLADES-STOCK	603-5500-600.256.000	76.34
KIZITO OKOROANYANWU	3/21/2024	AUBERRY GARAGE	REPAIR FLAT TIRE-RT#184	603-5500-600.400.000	46.58
LISBETH MARTINEZ	2/22/2024	SMART AND FINAL	EGGSTRAVAGANZA CANDY	100-4100-656.905.000	396.99
LISBETH MARTINEZ	2/22/2024	SMART AND FINAL	SENIOR CENTER BREAKFAST ITEMS	100-4500-656.895.000	125.73
LISBETH MARTINEZ	2/26/2024	ORIENTAL TRADING	EGG STUFFERS FOR EGGSTRAVAGANZA	100-4100-656.905.000	176.88
LISBETH MARTINEZ	3/1/2024	HOTEL ZOSO	CPRS CONFERENCE RESORT FEE - A. ANDERSEN	100-4300-610.920.000	126.15
LISBETH MARTINEZ	3/1/2024	HOTEL ZOSO	CPRS CONFERENCE RESORT FEE - L. MARTINEZ	100-4700-610.920.000	126.15
LISBETH MARTINEZ	3/1/2024	SINACO OIL 6 GAS STATION	FUEL FOR PRIUS 319	100-4700-610.920.000	38.41
LISBETH MARTINEZ	3/6/2024	DOLLAR TREE	RAFFLE BASKETS FOR EGGSTRAVEGANZA	100-4100-656.905.000	49.42
LISBETH MARTINEZ	3/7/2024	DELI DELICIOUS	STAFF LUNCH (CPR TRAINING)	100-4500-610.915.000	93.09
LISBETH MARTINEZ	3/10/2024	AMAZON	EGGS FOR EGGSTRAVAGANZA	100-4100-656.905.000	43.38
LISBETH MARTINEZ	3/12/2024	AMAZON	FLAGGING TAPE FOR EGGSTRAVAGANZA	100-4100-656.905.000	52.04
LISBETH MARTINEZ	3/12/2024	WAL-MART	SR CENTER LUNCH SUPPLIES	100-4500-656.895.000	83.04
LISBETH MARTINEZ	3/14/2024	AMAZON	2000 EGGS & GREENERY FOR EGGSTRAVAGANZA	100-4100-656.905.000	188.72
LISBETH MARTINEZ	3/14/2024	WAL-MART	CANDY FOR EGGSTRAVAGANZA	100-4100-656.905.000	147.41
LISBETH MARTINEZ	3/15/2024	AMAZON	PEEPS FOR SCAVENGER HUNT	100-4100-656.905.000	75.88

## US BANK INVOICE FOR CALCARD CHARGES: 02/23/24-03/22/24

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
LISBETH MARTINEZ	3/17/2024	AMAZON	SAFETY VESTS FOR EVENTS	100-4100-656.905.000	149.37
LISBETH MARTINEZ	3/19/2024	THE HOME DEPOT	EXTENSION CORDS FOR SOUND SYSTEM	100-4100-600.250.000	43.35
LISBETH MARTINEZ	3/19/2024	WAL-MART	WATERS FOR RIBBON CUTTING	100-4100-656.905.000	13.32
LISBETH MARTINEZ	3/21/2024	AMAZON	MIXER FOR SOUND SYSTEM	100-4100-600.250.000	96.54
LISBETH MARTINEZ	3/21/2024	WAL-MART	SR. CENTER BREAKFAST ITEMS	100-4500-656.895.000	212.56
MATTHEW HUGHES	3/13/2024	CNOA REGION VII	TRAINING CLASS	100-2100-610.915.000	60.00
MICHAEL HONN	2/23/2024	SAN JOAQUIN GLASS	REPLACE DOOR - FIRE ADMIN	702-9300-600.370.000	4,000.00
MICHAEL HONN	2/26/2024	FERGUSON	FILTERS FOR ELKAY DRINKING FOUNTAINS	702-9300-600.250.000	234.04
MICHAEL HONN	2/27/2024	THE HOME DEPOT	REPAIRS SUPPLIES FOR ANIMAL SERVICES	100-2400-600.250.050	632.39
MICHAEL HONN	2/27/2024	IHMC CORPORATION	CPRS CONFERENCE-DINNER(TUES)	100-5300-610.920.000	29.04
MICHAEL HONN	2/27/2024	VULCAN MATERIALS	6 TONS COLD MIX	210-5400-600.250.000	654.42
MICHAEL HONN	2/28/2024	LG'S PRIME STEAKHOUSE	CPRS CONFERENCE-DINNER (WED)	100-5300-610.920.000	55.07
MICHAEL HONN	2/28/2024	RENAISSANCE PALM SPRINGS	CPRS CONFERENCE-BREAKFAST (WED)	100-5300-610.920.000	8.75
MICHAEL HONN	2/29/2024	KALURA TRATTORIA	CPRS CONFERENCE-DINNER (THURS)	100-5300-610.920.000	95.65
MICHAEL HONN	3/1/2024	DENNY'S	CPRS CONFERENCE-BREAKFAST (FRI)	100-5300-610.920.000	24.49
MICHAEL HONN	3/1/2024	HOTEL ZOSO PALM SPRINGS	CRPS CONFERENCE-RESORT FEES	100-5300-610.920.000	129.15
MICHAEL HONN	3/1/2024	SHELL (PALM SPRINGS)	FUEL-UNIT #319	701-9200-600.257.000	61.51
MICHAEL HONN	3/3/2024	ATASCADERO 76	FUEL-UNIT #319	701-9200-600.257.000	70.50
NESTOR GALVAN	2/29/2024	NELSON'S POWER CENTER	FUEL CAP/OIL-UNIT #4007	701-9200-600.256.000	65.93
NESTOR GALVAN	3/1/2024	NELSON'S POWER CENTER	ROPE 200' ROLL-UNITS #4622 & 4632	701-9200-600.250.000	40.63
NESTOR GALVAN	3/6/2024	O'REILLY AUTO PARTS	TIE ROD -UNIT 224	701-9200-600.256.000	74.18
NESTOR GALVAN	3/6/2024	O'REILLY AUTO PARTS	TIE ROD TOOL	701-9200-600.305.000	103.04
NESTOR GALVAN	3/7/2024	BETTS TRUCK PARTS & SERVICE	BRAKE DRUM, SHOE KIT-UNIT #8508	701-9200-600.457.000	663.47
NESTOR GALVAN	3/18/2024	BETTS TRUCK PARTS & SERVICE	CORE RETURN-ENGINE 112 UNIT 8508	701-9200-600.256.000	(111.48)
NESTOR GALVAN	3/18/2024	NVB EQUIPMENT	HEATER VALVE - UNIT 8560	701-9200-600.256.000	215.98
NESTOR GALVAN	3/18/2024	NVB EQUIPMENT	HEATER VALVE - UNIT 8560	701-9200-600.256.000	215.98
NESTOR GALVAN	3/18/2024	O'REILLY AUTO PARTS	BATTERY - UNIT #321	701-9200-600.256.000	177.63
NESTOR GALVAN	3/20/2024	BETTS TRUCK PARTS & SERVICE	STEER ALIGNMENT - UNIT #1209	701-9200-600.457.000	150.00
NICOLETTE C. ANDERSEN	2/9/2024	WAL-MART	SAC- SCHOOL GIRL SNACK BAR	605-4300-656.910.000	60.11
NICOLETTE C. ANDERSEN	2/22/2024	SIGNUP GENIUS	AUDITION SIGN UP PLATFORM	605-4300-656.910.000	24.99
NICOLETTE C. ANDERSEN	2/22/2024	WAL-MART	SAC- THE BROTHERS SIZE - SNACK BAR	605-4300-656.910.000	47.67
NICOLETTE C. ANDERSEN	2/23/2024	FAST SIGNS	SAC- SCHOOL GIRLS LOBBY ARTWORK	605-4300-656.910.000	92.94
NICOLETTE C. ANDERSEN	2/24/2024	WAL-MART	SAC- THE BROTHERS SIZE - SNACK BAR	605-4300-656.910.000	34.02
NICOLETTE C. ANDERSEN	2/27/2024	AMAZON	SAC- SCHOOL GIRLS BATTERIES FOR MIC	605-4300-656.910.000	92.37
NICOLETTE C. ANDERSEN	2/27/2024	SLACK	SAC- MARKETING PLATFORM	605-4300-656.910.000	2.54
NICOLETTE C. ANDERSEN	3/8/2024	QR.IO GENERATED	SAC- QR CODE GENERATOR	605-4300-656.910.000	35.00
NICOLETTE C. ANDERSEN	3/9/2024	AMAZON	SAC- PRIME MEMBERSHIP	605-4300-656.910.000	16.26
NICOLETTE C. ANDERSEN	3/14/2024	AMAZON	SAC- MATILDA COSTUMES	605-4300-656.910.000	314.74
NICOLETTE C. ANDERSEN	3/15/2024	DREAM HOST	SAC- WEBSITE HOSTING	605-4300-656.910.000	5.00
NICOLETTE C. ANDERSEN	3/16/2024	THE HOME DEPOT	SAV- MATILDA SET SUPPLIES	605-4300-656.910.000	182.62

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EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
NICOLETTE C. ANDERSEN	3/17/2024	THE HOME DEPOT	SAC- MATILDA SET SUPPLIES	605-4300-656.910.000	45.30
NICOLETTE C. ANDERSEN	3/19/2024	AMAZON	SAC- MATILDA COSTUMES	605-4300-656.910.000	27.05
NICOLETTE C. ANDERSEN	3/20/2024	AMAZON	SAC- MATILDA COSTUMES	605-4300-656.910.000	180.06
NICOLETTE C. ANDERSEN	3/20/2024	QR.IO GENERATED	SAC- QR CODE GENERATOR	605-4300-656.910.000	35.00
POLICE DEPT NO 1	3/1/2024	DASH	GLOVES	100-2200-600.250.000	139.13
POLICE DEPT NO 1	3/1/2024	SAFARILAND	OC SPRAY HOLDERS WITH SNAP	100-2200-600.250.000	292.89
POLICE DEPT NO 1	3/1/2024	SAFARILAND	DUTY BELTS	100-2200-600.250.000	523.40
POLICE DEPT NO 1	3/3/2024	PETCO	DOG FOOD	100-2200-600.400.700	133.92
POLICE DEPT NO 1	3/6/2024	KURANDA DOG AND CAT BEDS	DOG BEDS	100-2400-600.250.050	1,073.36
RENE GARZA	2/22/2024	76 GAS STATION	FUEL	701-9200-600.257.000	54.73
RENE GARZA	2/28/2024	METRO UNIFORM	UNIFORMS FOR CODE ENFORCEMENT	100-0000-123.000.000	147.45
RENE GARZA	2/28/2024	METRO UNIFORM	BOOTS FOR CODE ENFORCEMENT	100-2100-600.250.000	148.56
RENE GARZA	3/1/2024	TOLL HOUSE HOTEL	CPCA CONFERENCE/MEETING	100-2100-610.920.000	252.43
RENE GARZA	3/1/2024	SHELL GAS STATION	FUEL	701-9200-600.257.000	62.51
RENE GARZA	3/4/2024	AMAZON	APPLE I-PAD WARRANTY	100-2100-600.250.000	69.00
RENE GARZA	3/5/2024	AMAZON	APPLE I-PAD EVIDENCE ROOM	100-2100-600.250.000	383.65
RENE GARZA	3/12/2024	76 GAS STATION	FUEL	701-9200-600.257.000	59.69
RENE GARZA	3/18/2024	76 GAS STATION	FUEL	701-9200-600.257.000	84.92
REYNA RIVERA	1/28/2024	CANVA	SUBSCRIPTION	100-1700-600.215.000	56.49
REYNA RIVERA	2/5/2024	AMAZON	SUPPLIES - COUNCIL	100-1100-600.250.000	23.85
REYNA RIVERA	2/7/2024	WAL-MART	EMPLOYEE APPRECIATION EVENT SUPPLIES	100-1300-610.000.000	330.69
REYNA RIVERA	2/8/2024	COLUMN PUBLIC NOTICE.COM	RFP CONSTRUCTION MGMT FD NOTICE	100-1700-600.210.000	66.56
REYNA RIVERA	2/9/2024	WAL-MART	EMPLOYEE APPRECIATION EVENT SUPPLIES	100-1300-610.000.000	98.76
REYNA RIVERA	2/15/2024	LEAGUE OF CITIES	CONFERENCE MENDOZA-NAVARRO REFUND	100-1100-610.920.000	(575.00)
REYNA RIVERA	2/16/2024	AMAZON	SUPPLIES - COUNCIL	100-1100-600.250.000	8.67
RICHARD FIGUEROA	2/22/2024	CENTRAL VALLEY GUNS	AMMO	100-2200-600.250.000	238.62
RICHARD FIGUEROA	2/24/2024	CRAFT HOLSTERS	P320 COMPACT GUN LEATHER HOLSTER (ADMIN/INVEST)	100-2200-600.250.000	311.00
RICHARD FIGUEROA	3/1/2024	AMAZON	P320 COMPACT HANDCUFF/MAG HOLSTER	100-2200-600.250.000	165.27
RICHARD FIGUEROA	3/1/2024	AMAZON	P320 COMPACT HANDCUFF/MAG LEATHER HOLSTER	100-2200-600.250.000	191.01
RICHARD FIGUEROA	3/1/2024	CIRCLE K GAS STATION	FUEL	701-9200-600.257.000	63.74
RICHARD FIGUEROA	3/2/2024	AMERICAN RED CROSS	OPIATE TRAINING	100-2200-610.915.000	20.00
RICHARD FIGUEROA	3/2/2024	AMERICAN RED CROSS	OPIATE TRAINING	100-2200-610.915.000	20.00
RICHARD FIGUEROA	3/2/2024	AMERICAN RED CROSS	OPIATE TRAINING	100-2200-610.915.000	20.00
RICHARD FIGUEROA	3/2/2024	AMERICAN RED CROSS	OPIATE TRAINING	100-2200-610.915.000	20.00
RICHARD FIGUEROA	3/2/2024	AMERICAN RED CROSS	OPIATE TRAINING	100-2200-610.915.000	20.00
RICHARD FIGUEROA	3/2/2024	AMERICAN RED CROSS	OPIATE TRAINING	100-2200-610.915.000	20.00
RICHARD FIGUEROA	3/7/2024	CIRCLE K GAS STATION	FUEL	701-9200-600.257.000	52.10
ROBYN LEWIS	3/10/2024	AMAZON	SUPPLIES FOR RECORDS/DETECTIVES/CODE ENFORCEMENT	100-2200-600.250.000	171.51
ROBYN LEWIS	3/14/2024	AMAZON	SUPPLIES - DISPATCH SUPERVISOR	100-2100-600.250.000	51.51
ROBYN LEWIS	3/14/2024	AMAZON	SUPPLIES	100-2100-600.250.000	22.12

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EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
ROBYN LEWIS	3/14/2024	AMAZON	SUPPLIES	100-2100-600.250.000	44.46
ROBYN LEWIS	3/15/2024	SAMS CLUB	SNACK BAR HEALTHY SNACKS	800-0000-121.000.000	207.39
RUDOLFO ALCARAZ	2/23/2024	REEDLEY VETERINARY INC.	ANIMAL SERVICES-VET SERVICES	100-2400-600.250.050	142.00
RUDOLFO ALCARAZ	2/26/2024	LA ESTRELLA RESTAURANT	BREAKFAST FOR STAFF MEETING	100-2300-600.400.000	78.04
RUDOLFO ALCARAZ	2/27/2024	AMAZON	ANIMAL SERVICES SUPPLIES	100-2400-600.250.050	55.14
RUDOLFO ALCARAZ	2/28/2024	ME-N-EDS PIZZERIA	LUNCH FOR HOMICIDE WITNESSES	100-2300-600.400.000	86.24
RUDOLFO ALCARAZ	2/28/2024	ALL VALLEY PRINTING	VIOLATION NOTICE PRINTING	100-2400-600.400.050	819.02
RUDOLFO ALCARAZ	3/1/2024	AMAZON	ANIMAL SERVICES SUPPLIES	100-2400-600.250.050	140.42
RUDOLFO ALCARAZ	3/1/2024	AMAZON	ANIMAL SERVICES SUPPLIES	100-2400-600.250.050	127.64
RUDOLFO ALCARAZ	3/2/2024	REVIVAL ANIMAL HEALTH	ANIMAL SERVICES SUPPLIES	100-2400-600.250.050	169.01
RUDOLFO ALCARAZ	3/7/2024	AMAZON	ANIMAL SERVICES SUPPLIES	100-2400-600.250.050	39.03
RUDOLFO ALCARAZ	3/7/2024	AMAZON	ANIMAL SERVICES SUPPLIES	100-2400-600.250.050	124.74
RUDOLFO ALCARAZ	3/11/2024	AMAZON	ANIMAL SERVICES SUPPLIES	100-2400-600.250.050	34.17
RUDOLFO ALCARAZ	3/15/2024	FRESNO TRANSFER STATION	SCRAP METAL DISPOSAL - ANIMAL SERVICES	100-2400-600.400.050	58.76
RUDOLFO ALCARAZ	3/19/2024	AMAZON	ANIMAL SERVICES SUPPLIES - REFUND	100-2400-600.250.050	(34.17)
RUDOLFO ALCARAZ	3/19/2024	AMAZON	ANIMAL SERVICES SUPPLIES	100-2400-600.250.050	34.13
TIFFANY FLORES	2/23/2024	AMAZON	SUPPLIES RETURN	100-1300-600.250.000	83.02
TIFFANY FLORES	2/25/2024	AMAZON	SUPPLIES	100-1300-600.250.000	(83.02)
TIFFANY FLORES	2/27/2024	JH TACKET MARKETING	CITY OF SELMA NOTEBOOKS	100-1300-600.250.000	42.90
TIFFANY FLORES	3/15/2024	DROP BOX	MONTHLY SUBSCRIPTION FOR FILE STORAGE	100-1300-610.900.000	19.99
TIM CANNON	2/23/2024	NAVA BROTHERS DETAILING	UNIT DETAIL/ADHESIVE REMOVAL	100-2200-600.400.000	31.50
TIM CANNON	2/28/2024	AMAZON	FIREARM LIGHT/SIG P320C	100-2200-600.250.000	141.57
TIM CANNON	2/29/2024	AMAZON	PADDLE HOLSTER/ SIG P320C FIREARM	100-2200-600.250.000	53.78
TIM CANNON	3/1/2024	NELSON'S ACE HARDWARE	TARP/HOLD DOWN STRAPS/EVIDENCE PROTECTION	100-2200-600.250.000	103.46
TIM CANNON	3/2/2024	AMAZON	LEATHER HOLSTER/ SIG P320C FIREARM	100-2200-600.250.000	67.24
TIM CANNON	3/3/2024	AMAZON	CARBON HOLSTER/ SIG P320C FIREARM	100-2200-600.250.000	173.50
TIM CANNON	3/8/2024	BEST AUTO GLASS	WINDOW TINT/UNMARKED VEHICLE	100-2200-600.400.000	314.52
TIM CANNON	3/10/2024	AMAZON	STORAGE BOXES FROM FIREARMS	100-2200-600.250.000	56.38
TIM CANNON	3/10/2024	AMAZON	PERSONAL CHECK FOR REIMBURSEMENT	800-0000-220.000.000	5.40
TIM CANNON	3/10/2024	AMAZON	PERSONAL CHECK FOR REIMBURSEMENT	800-0000-220.000.000	26.05
TIM CANNON	3/10/2024	AMAZON	PERSONAL CHECK FOR REIMBURSEMENT	800-0000-220.000.000	46.23
TIM CANNON	3/11/2024	AMAZON	PERSONAL CHECK FOR REIMBURSEMENT	800-0000-220.000.000	88.02
TIM CANNON	3/13/2024	SHELL GAS STATION	VEHICLE FUEL	701-9200-600.257.000	45.00
TIM CANNON	3/20/2024	AUTOZONE	CITY VEHICLE CLEANING SUPPLIES	100-2200-600.250.000	25.84
					<u>77,821.64</u>

**CITY MANAGER’S/STAFF’S REPORT**  
**COUNCIL MEETING DATE:**

May 6, 2024

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**ITEM NO:** 1.

**SUBJECT:** Consideration of the Adoption of the Revised Downtown Logo

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**BACKGROUND:** The Downtown BID desires to develop a downtown logo to serve as a visual identity that fosters community pride, attracts visitors, and promotes a cohesive image, contributing to the overall economic and cultural vitality of the heart of Selma. The Downtown BID prepared a logo for recommendation to the City Council on the February 5, 2024, where the item was tabled in favor of further revisions.

**DISCUSSION:** The Downtown BID Advisory Board has updated the logo based on feedback from City Council, which included a preference for more color and detail that includes identifying features of downtown.

Three different versions of the logo were created during this revision process. As the details and colors requested by the Council were incorporated into the design, it became evident that the logo would be costly to embroider and/or screen print, making it not practical in certain situations. To address this issue, the advisory board proposes using a version of the logo with all the requested details for digital and printed materials like letterheads, business cards, flyers, and mailers, and in instances where the integrity of the design would not be compromised.

The Downtown Selma “badge” is a simplified version of the logo, without intricate details, and will be reserved for embroidering, screen printing, and promotional “swag.” Additionally, a standalone emblem specifically for social media use has also been developed. This emblem keeps a color scheme similar to the logo, but it is simpler and used to close out all the promo videos on the Downtown Selma Social Media pages. Crafting a standalone emblem specifically tailored for social media ensures that our branding remains impactful and recognizable online, where engaging with residents and visitors is becoming increasingly crucial. The BID Advisory Board has recommended all three logos for adoption with their respective uses.

Logo	Purpose	Uses
Downtown Logo	A visual identity that fosters community pride, attracts visitors, and promotes a cohesive image.	Letterheads Business cards Flyers Mailers
Downtown Logo (simplified)	A visual identity that fosters community pride, attracts visitors, and promotes a cohesive image. Simplified for easy production and printing.	Digital Boards Embroidered Swag Screen Printed Decals





**DOWNTOWN LOGO**



**DOWNTOWN LOGO  
(SIMPLIFIED)**



**DOWNTOWN SOCIAL  
MEDIA ICON**

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

May 6, 2024

**ITEM NO: 2.**

**SUBJECT:** Consideration of the Proposed Assessment Change for Landscaping and Lighting Maintenance District No. 1 (LLMD) in the City of Selma

**BACKGROUND:** The City established Landscaping and Lighting Maintenance District No. 1 (“LLMD”) in 1984. The purpose of the district is to pay for landscaping, lighting, and other improvements or services within an identified public area.

**DISCUSSION:** Due to increased estimated costs associated with maintaining LLMD areas, it will be necessary to adjust the 2024/2025 assessment amounts to fund operations and maintenance within each zone. There are currently seven zones: Zones 1, 2, 4, 5, 6, 8, and 11, which are subject to increases that exceed prior year assessments and, therefore, require approval by the property owners in accordance with Proposition 218.

Staff is requesting the Council review the proposed rates and authorize the mailing of the “Notice of Public Hearing” to all property owners in the LLMD District. The public hearing needs to be held at least 45 days after mailing. If the Council so directs, notices will be mailed to the property owners paying for LLMD services, and a public protest hearing for the new increased rates for the zones identified will be held at the regular Council meeting on July 1, 2024.

**FISCAL IMPACT:** Cost for facilities within LLMD areas are to be covered by assessments to parcels within the areas. If increases to assessment rates are not accepted, the level of service for maintaining the facilities would be lowered to be covered by the current rates. To maintain the current level of service for maintenance without rates being increased, the General Fund would be required to cover the shortfall.

**RECOMMENDATION:** Review proposed rates and authorize mailing of the Proposition 218 “Notice of Public Hearing” and set Public Hearing for July 1, 2024.

\_\_\_\_\_/s/\_\_\_\_\_  
 David Horn  
 City Engineer

\_\_\_\_\_  
 Date

\_\_\_\_\_/s/\_\_\_\_\_  
Jerome Keene  
Deputy City Manager

\_\_\_\_\_  
Date

<u>/s/</u>	<u>04/25/2024</u>
Fernando Santillan	Date
City Manager	



Dear Property Owner:

This notice explains the proposed Landscaping & Lighting Maintenance District (“LLMD”) assessment increase for residents within the City of Selma. The proposed assessment increase will be recommended to the Selma City Council at the date, time and location specified below in the Notice of Public Hearing.

**Esta notificación describe en detalle la propuesta para aumentar la tarifa municipal la cual le da servicio a su propiedad. Favor de pedirle a alguien que se lo traduzca si usted no entiende o lee ingles.**

#### NOTICE OF PUBLIC HEARING

Public Hearing for the proposed LLMD assessment increase will be held on:

**Date: July 1, 2024**

**Time: 6:00 p.m., or as soon as possible thereafter**

**Place: City of Selma City Hall, Council Chambers, 1710 Tucker Street, Selma, CA 93662**

This notice has been sent to all property owners who own property in an LLMD zone in the City of Selma. If adopted, the LLMD assessment increase will become effective July 1, 2024. This notice also describes how to file a protest against the proposed assessment increase.

#### WHAT IS THE PROPOSED LLMD ASSESSMENT FOR 2024-2025?

<u>Zone #</u>	<u>Zone Name</u>	<u>2023/2024 Assessment per lot</u>	<u>Proposed 2024/2025 Assessment per lot</u>	<u>Increase/Decrease per lot</u>
1	Nelson East	105.28	123.47	18.19
2	Nelson West	123.34	148.14	24.80
3	Dinuba-Thompson	93.88	102.85	8.97
4	Dancer Meadows	120.86	133.42	12.56
5	Suncrest	129.74	179.74	50.00
6	Blossom Ranch	106.84	122.03	15.19
7	Sundance	58.94	77.52	18.58
8	Rosewood Estates	122.54	191.12	68.58
9	Vineyard Estates	8.68	77.16	68.48
11	Royal Country Estates	190.12	237.44	47.32

**WHY ARE LLMD ASSESSMENTS BEING INCREASED?** To continue the City of Selma’s long tradition of providing reliable service to our citizens, assessment increases are needed to cover increasing operational costs.

**NOTE TO RESIDENTIAL PROPERTY OWNERS:** In the City of Selma, the LLMD assessment is the responsibility of the property owner. The LLMD assessment is included on the Fresno County Property Tax bill as a special assessment. Owners are entitled to submit a written protest and either you or your representative may appear at the LLMD assessment protest hearing.

**HOW DO I PROTEST THE PROPOSED RATE INCREASE?** Under Proposition 218, if you are the owner of record for a parcel or parcels subject to the proposed assessment change, you may submit a written protest against the proposed LLMD assessment increase to the City Clerk at or before the time set for the public hearing. If written protests are filed by a majority (51%) of the affected property owners, the applicable proposed assessment increase will not be imposed.

Written protests regarding the proposed assessment change may be mailed to: City Clerk, City of Selma, 1710 Tucker Street, Selma, CA 93662. Written protests may also be personally delivered to the City Clerk at this address. To be valid, a protest must be in writing and received by the City Clerk on or before the time of the protest hearing. You may obtain more information on the assessment increase by contacting the City of Selma – Sylvia Luna, Administrative Assistant, Public Works Department at (559) 891-2215.

CITY OF SELMA  
2024-2025 PREVIOUS VS. PROPOSED LLMD ASSESSMENT

Zone #                      Name	Tax ID#	No. of Lots	PG&E <sup>1</sup>	Water <sup>2</sup>	Maintenance	Incidental Costs <sup>3</sup>	Total Cost/Area	Proposed 2024-2025 Assessment		Previous 2023-2024 Assessment <sup>4</sup>		Increase/Decrease	
								Lot	Area	Lot	Area	Lot	Area
1 Nelson East	6645	378	11,411.20	12,000.00	20,012.69	3,247.81	46,671.70	123.47	46,671.66	105.28	39,795.84	18.19	6,875.82
2 Nelson West	6646	427	12,699.06	26,000.00	20,691.81	3,867.84	63,258.71	148.14	63,255.78	123.34	52,666.18	24.80	10,589.60
3 Dinuba-Thompson	6647	201	6,809.88	6,000.00	6,274.80	1,588.42	20,673.10	102.85	20,672.85	93.88	18,869.88	8.97	1,802.97
4 Dancer Meadows	6648	213	7,221.30	12,500.00	6,831.21	1,866.89	28,419.40	133.42	28,418.46	120.86	25,743.18	12.56	2,675.28
5 Suncrest	6639	88	3,841.36	6,500.00	4,595.24	881.28	15,817.88	179.74	15,817.12	129.74	11,417.12	50.00	4,400.00
6 Blossom Ranch	6641	63	2,427.10	2,500.00	2,214.86	546.17	7,688.13	122.03	7,687.89	106.84	6,730.92	15.19	956.97
7 Sundance	6649	172	5,255.62	3,500.00	3,117.66	1,460.68	13,333.96	77.52	13,333.44	58.94	10,137.68	18.58	3,195.76
8 Rosewood Estates	6642	254	6,811.88	21,500.00	17,758.98	2,475.44	48,546.30	191.12	48,544.48	122.54	31,125.16	68.58	17,419.32
9 Vineyard Estates	6637	153	9,134.43	900.00	773.00	998.21	11,805.64	77.16	11,805.48	8.68	1,328.04	68.48	10,477.44
11 Royal Country Estates	6654	59	3,145.66	4,500.00	5,778.48	585.33	14,009.47	237.44	14,008.96	190.12	11,217.08	47.32	2,791.88
2024-2025 Totals		2008	68,757.49	95,900.00	88,048.73	17,518.07	270,224.29		270,216.12		209,031.08		61,185.04
2023-2024 Totals		1989	47,947.25	74,965.88	74,563.37	9,554.27	207,030.77						
Increase/Decrease <sup>5</sup>		19	20,810.24	20,934.12	13,485.36	7,963.80	63,193.52						

- Notes
- 1. Increase in PG&E costs for streetlights
  - 2. Increase in water fees since last updated in 2020.
  - 3. Incidentals include; Fresno Co Recording fee, Professional Services, Supplies, Equipment, and Backflow Testing/Repair
  - 4. The last increase in assessment rates was in 2020-21.
  - 5. 19 lots from Tract 5296 to be assessed that have been excluded from assessments.

CITY OF SELMA  
HISTORICAL LLMD ASSESSMENT RATES 2009 TO 2024

Zone	1	2	3	4	5	6	7	8	9	11
Tax ID#	6645	6646	6647	6648	6639	6641	6649	6642	6637	6654
Year										
2009-10	82.20	89.34	71.70	85.00	94.20	90.42	68.60	87.04		89.72
2010-11	80.58	92.74	74.64	89.48	88.86	89.82	70.50	124.84		91.94
2011-12	80.58	92.74	74.64	89.48	88.86	89.82	70.50	124.84		91.94
2012-13	80.58	92.74	74.64	89.48	88.86	89.82	70.50	124.84		91.94
2013-14	99.70	124.32	87.00	102.90	115.62	103.10	86.80	119.76		116.86
2014-15	99.70	124.32	87.00	102.90	115.62	103.10	86.80	119.76		116.86
2015-16	99.70	124.32	87.00	102.90	115.62	103.10	86.80	119.76		116.86
2016-17	99.70	124.32	87.00	102.90	115.62	103.10	86.80	119.76		116.86
2017-18	110.72	134.06	104.42	114.82	138.66	102.30	99.30	139.96	85.02	124.52
2018-19	114.14	141.82	109.98	120.86	148.92	106.82	105.34	166.88	87.18	156.60
2019-20	114.14	141.82	109.98	120.86	148.92	106.82	105.34	166.88	65.74	156.60
2020-21	105.28	123.34	93.88	120.86	129.74	106.84	58.94	122.54	15.94	190.12
2021-22	105.28	123.34	93.88	120.86	129.74	106.84	58.94	122.54	8.68	190.12
2022-23	105.28	123.34	93.88	120.86	129.74	106.84	58.94	122.54	8.68	190.12
2023-24	105.28	123.34	93.88	120.86	129.74	106.84	58.94	122.54	8.68	190.12
2024-25	123.47	148.14	102.85	133.42	179.74	122.03	77.52	191.12	77.16	237.44
Increase	18.19	24.80	8.97	12.56	50.00	15.19	18.58	68.58	61.22	47.32

CCCI % Infl.    161.25    175.26    140.66    166.75    184.79    177.38    134.57    230.39    133.08    275.84

Notes

1. Prior to 2009, assessments were done by Tract, not Zone

# ENGINEER'S ESTIMATE



**Yamabe & Horn  
Engineering, Inc.**

CIVIL ENGINEERS • LAND SURVEYORS

City of Selma LLMD Engineer's Report

**Zone #1**

City of Selma

2985 North Burl Ave., Suite 101

Fresno, CA 93727

(559) 244-3121

Date: 4/24/2024

Prepared by: DH

ITEM	DESCRIPTION	QTY	UNIT PRICE	TOTAL
<b>Maintenance Costs</b>				
1	Turf Maintenance (turf area)	34,977 SF	\$ 0.12	\$ 4,197.24
2	Plant Maintenance (plant area)	38,405 SF	\$ 0.12	\$ 4,608.60
3	Tree Trimming	125 EA	\$ 25.00	\$ 3,125.00
4	Irrigation Repair (total area)	76,356 SF	\$ 0.10	\$ 7,635.60
5	Re-Plant Area (dirt area)	2,975 SF	\$ 0.15	\$ 446.25
			\$	20,012.69
<b>Utility Costs</b>				
1	Cal Water Irrigation	1 YR	\$ 12,000.00	\$ 12,000.00
2	PG&E	1 YR	\$ 210.00	\$ 210.00
3	Streetlights (60W)	1 EA	\$ 201.40	\$ 201.40
4	Streetlights (30W)	70 EA	\$ 157.14	\$ 10,999.80
<b>Incidental Costs</b>				
1	Recording Fee	378 LOT	\$ 0.15	\$ 56.70
2	Public Notice	1 LS	\$ 30.00	\$ 30.00
3	Professional Services - Eng Report	378 LOT	\$ 6.00	\$ 2,268.00
4	Supplies	1.8 AC	\$ 375.00	\$ 657.33
5	Equipment	1.8 AC	\$ 9.00	\$ 15.78
6	Backflow Testing/Repair	4 EA	\$ 55.00	\$ 220.00
<b>TOTAL ESTIMATE</b>				<b>\$ 46,671.70</b>

# ENGINEER'S ESTIMATE

City of Selma LLMD Engineer's Report  
**Zone #2**  
City of Selma

Date: 4/24/2024  
Prepared by: DH



**Yamabe & Horn  
Engineering, Inc.**  
CIVIL ENGINEERS • LAND SURVEYORS

2985 North Burl Ave., Suite 101  
Fresno, CA 93727  
(559) 244-3121

ITEM	DESCRIPTION	QTY	UNIT PRICE	TOTAL
<b><u>Maintenance Costs</u></b>				
1	Turf Maintenance (turf area)	28,253 SF	\$ 0.12	\$ 3,390.36
2	Plant Maintenance (plant area)	45,115 SF	\$ 0.12	\$ 5,413.80
3	Tree Trimming	165 EA	\$ 25.00	\$ 4,125.00
4	Irrigation Repair (total area)	75,072 SF	\$ 0.10	\$ 7,507.20
5	Re-Plant Area (dirt area)	1,703 SF	\$ 0.15	\$ 255.45
				\$ 20,691.81
<b><u>Utility Costs</u></b>				
1	Cal Water Irrigation	1 YR	\$ 26,000.00	\$ 26,000.00
2	PG&E	1 YR	\$ 285.00	\$ 285.00
3	Streetlights	79 EA	\$ 157.14	\$ 12,414.06
<b><u>Incidental Costs</u></b>				
1	Recording Fee	427 LOT	\$ 0.15	\$ 64.05
2	Public Notice	1 LS	\$ 30.00	\$ 30.00
3	Professional Services - Eng Report	427 LOT	\$ 6.00	\$ 2,562.00
4	Supplies	1.7 AC	\$ 375.00	\$ 646.28
5	Equipment	1.7 AC	\$ 9.00	\$ 15.51
6	Backflow Testing/Repair	10 EA	\$ 55.00	\$ 550.00
<b>TOTAL ESTIMATE</b>				<b>\$ 63,258.71</b>

# ENGINEER'S ESTIMATE

City of Selma LLMD Engineer's Report  
**Zone #3**  
City of Selma

Date: 4/24/2024  
Prepared by: DH



**Yamabe & Horn  
Engineering, Inc.**  
CIVIL ENGINEERS • LAND SURVEYORS

2985 North Burl Ave., Suite 101  
Fresno, CA 93727  
(559) 244-3121

ITEM	DESCRIPTION	QTY	UNIT PRICE	TOTAL
<b><u>Maintenance Costs</u></b>				
1	Turf Maintenance (turf area)	0 SF	\$ 0.12	\$ -
2	Plant Maintenance (plant area)	17,840 SF	\$ 0.12	\$ 2,140.80
3	Tree Trimming	94 EA	\$ 25.00	\$ 2,350.00
4	Irrigation Repair (total area)	17,840 SF	\$ 0.10	\$ 1,784.00
5	Re-Plant Area (dirt area)	0 SF	\$ 0.15	\$ -
				\$ 6,274.80
<b><u>Utility Costs</u></b>				
1	Cal Water Irrigation	1 YR	\$ 6,000.00	\$ 6,000.00
2	PG&E	1 YR	\$ 210.00	\$ 210.00
3	Streetlights	42 EA	\$ 157.14	\$ 6,599.88
<b><u>Incidental Costs</u></b>				
1	Recording Fee	201 LOT	\$ 0.15	\$ 30.15
2	Public Notice	1 LS	\$ 30.00	\$ 30.00
3	Professional Services - Eng Report	201 LOT	\$ 6.00	\$ 1,206.00
4	Supplies	0.4 AC	\$ 375.00	\$ 153.58
5	Equipment	0.4 AC	\$ 9.00	\$ 3.69
6	Backflow Testing/Repair	3 EA	\$ 55.00	\$ 165.00
<b>TOTAL ESTIMATE</b>				<b>\$ 20,673.10</b>

# ENGINEER'S ESTIMATE

City of Selma LLMD Engineer's Report  
**Zone #4**  
City of Selma

Date: 4/24/2024  
Prepared by: DH



**Yamabe & Horn  
Engineering, Inc.**  
CIVIL ENGINEERS • LAND SURVEYORS

2985 North Burl Ave., Suite 101  
Fresno, CA 93727  
(559) 244-3121

ITEM	DESCRIPTION	QTY	UNIT PRICE	TOTAL
<b><u>Maintenance Costs</u></b>				
1	Turf Maintenance (turf area)	16,699 SF	\$ 0.12	\$ 2,003.88
2	Plant Maintenance (plant area)	7,919 SF	\$ 0.12	\$ 950.28
3	Tree Trimming	17 EA	\$ 25.00	\$ 425.00
4	Irrigation Repair (total area)	28,579 SF	\$ 0.10	\$ 2,857.90
5	Re-Plant Area (dirt area)	3,961 SF	\$ 0.15	\$ 594.15
				\$ 6,831.21
<b><u>Utility Costs</u></b>				
1	Cal Water Irrigation	1 YR	\$ 12,500.00	\$ 12,500.00
2	PG&E	1 YR	\$ 150.00	\$ 150.00
3	Streetlights	45 EA	\$ 157.14	\$ 7,071.30
<b><u>Incidental Costs</u></b>				
1	Recording Fee	213 LOT	\$ 0.15	\$ 31.95
2	Public Notice	1 LS	\$ 30.00	\$ 30.00
3	Professional Services - Eng Report	213 LOT	\$ 6.00	\$ 1,278.00
4	Supplies	0.7 AC	\$ 375.00	\$ 246.03
5	Equipment	0.7 AC	\$ 9.00	\$ 5.90
6	Backflow Testing/Repair	5 EA	\$ 55.00	\$ 275.00
<b>TOTAL ESTIMATE</b>				<b>\$ 28,419.40</b>

# ENGINEER'S ESTIMATE

City of Selma LLMD Engineer's Report  
**Zone #5**  
City of Selma

Date: 4/24/2024  
Prepared by: DH



**Yamabe & Horn  
Engineering, Inc.**  
CIVIL ENGINEERS • LAND SURVEYORS

2985 North Burl Ave., Suite 101  
Fresno, CA 93727  
(559) 244-3121

ITEM	DESCRIPTION	QTY	UNIT PRICE	TOTAL
<b><u>Maintenance Costs</u></b>				
1	Turf Maintenance (turf area)	5,885 SF	\$ 0.12	\$ 706.20
2	Plant Maintenance (plant area)	8,082 SF	\$ 0.12	\$ 969.84
3	Tree Trimming	36 EA	\$ 25.00	\$ 900.00
4	Irrigation Repair (total area)	16,457 SF	\$ 0.10	\$ 1,645.70
5	Re-Plant Area (dirt area)	2,490 SF	\$ 0.15	\$ 373.50
				\$ 4,595.24
<b><u>Utility Costs</u></b>				
1	Cal Water Irrigation	1 YR	\$ 6,500.00	\$ 6,500.00
2	PG&E	1 YR	\$ 70.00	\$ 70.00
3	Streetlights (30W)	24 EA	\$ 157.14	\$ 3,771.36
<b><u>Incidental Costs</u></b>				
1	Recording Fee	88 LOT	\$ 0.15	\$ 13.20
2	Public Notice	1 LS	\$ 30.00	\$ 30.00
3	Professional Services - Eng Report	88 LOT	\$ 6.00	\$ 528.00
4	Supplies	0.4 AC	\$ 375.00	\$ 141.68
5	Equipment	0.4 AC	\$ 9.00	\$ 3.40
6	Backflow Testing/Repair	3 EA	\$ 55.00	\$ 165.00
<b>TOTAL ESTIMATE</b>				<b>\$ 15,817.88</b>



# ENGINEER'S ESTIMATE

City of Selma LLMD Engineer's Report  
**Zone #6**  
City of Selma

Date: 4/24/2024  
Prepared by: DH



**Yamabe & Horn  
Engineering, Inc.**  
CIVIL ENGINEERS • LAND SURVEYORS

2985 North Burl Ave., Suite 101  
Fresno, CA 93727  
(559) 244-3121

ITEM	DESCRIPTION	QTY	UNIT PRICE	TOTAL
<b><u>Maintenance Costs</u></b>				
1	Turf Maintenance (turf area)	0 SF	\$ 0.12	\$ -
2	Plant Maintenance (plant area)	8,363 SF	\$ 0.12	\$ 1,003.56
3	Tree Trimming	15 EA	\$ 25.00	\$ 375.00
4	Irrigation Repair (total area)	8,363 SF	\$ 0.10	\$ 836.30
5	Re-Plant Area (dirt area)	0 SF	\$ 0.15	\$ -
				\$ 2,214.86
<b><u>Utility Costs</u></b>				
1	Cal Water Irrigation	1 YR	\$ 2,500.00	\$ 2,500.00
2	PG&E	1 YR	\$ 70.00	\$ 70.00
3	Streetlights	15 EA	\$ 157.14	\$ 2,357.10
<b><u>Incidental Costs</u></b>				
1	Recording Fee	63 LOT	\$ 0.15	\$ 9.45
2	Public Notice	1 LS	\$ 30.00	\$ 30.00
3	Professional Services - Eng Report	63 LOT	\$ 6.00	\$ 378.00
4	Supplies	0.2 AC	\$ 375.00	\$ 72.00
5	Equipment	0.2 AC	\$ 9.00	\$ 1.73
6	Backflow Testing/Repair	1 EA	\$ 55.00	\$ 55.00
<b>TOTAL ESTIMATE</b>				<b>\$ 7,688.13</b>

# ENGINEER'S ESTIMATE

City of Selma LLMD Engineer's Report  
**Zone #7**  
City of Selma

Date: 4/24/2024  
Prepared by: DH



**Yamabe & Horn  
Engineering, Inc.**  
CIVIL ENGINEERS • LAND SURVEYORS

2985 North Burl Ave., Suite 101  
Fresno, CA 93727  
(559) 244-3121

ITEM	DESCRIPTION	QTY	UNIT PRICE	TOTAL
<b>Maintenance Costs</b>				
1	Turf Maintenance (turf area)	8,651 SF	\$ 0.12	\$ 1,038.12
2	Plant Maintenance (plant area)	2,452 SF	\$ 0.12	\$ 294.24
3	Tree Trimming	27 EA	\$ 25.00	\$ 675.00
4	Irrigation Repair (total area)	11,103 SF	\$ 0.10	\$ 1,110.30
5	Re-Plant Area (dirt area)	0 SF	\$ 0.15	\$ -
				\$ 3,117.66
<b>Utility Costs</b>				
1	Cal Water Irrigation	1 YR	\$ 3,500.00	\$ 3,500.00
2	PG&E	1 YR	\$ 70.00	\$ 70.00
3	Streetlights (30W)	33 EA	\$ 157.14	\$ 5,185.62
<b>Incidental Costs</b>				
1	Recording Fee	172 LOT	\$ 0.15	\$ 25.80
2	Public Notice	1 LS	\$ 30.00	\$ 30.00
3	Professional Services - Eng Report	172 LOT	\$ 6.00	\$ 1,032.00
4	Supplies	0.3 AC	\$ 375.00	\$ 95.58
5	Equipment	0.3 AC	\$ 9.00	\$ 2.29
6	Backflow Testing/Repair	5 EA	\$ 55.00	\$ 275.00
<b>TOTAL ESTIMATE</b>				<b>\$ 13,333.96</b>

# ENGINEER'S ESTIMATE



**Yamabe & Horn  
Engineering, Inc.**

**CIVIL ENGINEERS • LAND SURVEYORS**

City of Selma LLMD Engineer's Report  
**Zone #8**  
City of Selma

2985 North Burl Ave., Suite 101  
Fresno, CA 93727  
(559) 244-3121

Date: 4/24/2024  
Prepared by: DH

ITEM	DESCRIPTION	QTY	UNIT PRICE	TOTAL
<b><u>Maintenance Costs</u></b>				
1	Turf Maintenance (turf area)	51,422 SF	\$ 0.12	\$ 6,170.64
2	Plant Maintenance (plant area)	17,012 SF	\$ 0.12	\$ 2,041.44
3	Tree Trimming	40 EA	\$ 25.00	\$ 1,000.00
4	Irrigation Repair (total area)	75,248 SF	\$ 0.10	\$ 7,524.80
5	Re-Plant Area (dirt area)	6,814 SF	\$ 0.15	\$ 1,022.10
				\$ 17,758.98
<b><u>Utility Costs</u></b>				
1	Cal Water Irrigation	1 YR	\$ 21,500.00	\$ 21,500.00
2	PG&E	1 YR	\$ 80.00	\$ 80.00
3	Streetlights (HPSV 70W)	5 EA	\$ 128.24	\$ 641.22
4	Streetlights (LED 30W LS1-E)	32 EA	\$ 157.14	\$ 5,028.48
5	Streetlights (LED 30W)	21 EA	\$ 50.58	\$ 1,062.18
<b><u>Incidental Costs</u></b>				
1	Recording Fee	254 LOT	\$ 0.15	\$ 38.10
2	Public Notice	1 LS	\$ 30.00	\$ 30.00
3	Professional Services - Eng Report	254 LOT	\$ 6.00	\$ 1,524.00
4	Supplies	1.7 AC	\$ 375.00	\$ 647.80
5	Equipment	1.7 AC	\$ 9.00	\$ 15.55
6	Backflow Testing/Repair	4 EA	\$ 55.00	\$ 220.00
<b>TOTAL ESTIMATE</b>				<b>\$ 48,546.30</b>

# ENGINEER'S ESTIMATE



**Yamabe & Horn  
Engineering, Inc.**

**CIVIL ENGINEERS • LAND SURVEYORS**

City of Selma LLMD Engineer's Report  
**Zone #9**  
City of Selma

2985 North Burl Ave., Suite 101  
Fresno, CA 93727  
(559) 244-3121

Date: 4/24/2024  
Prepared by: DH

ITEM	DESCRIPTION	QTY	UNIT PRICE	TOTAL
<b><u>Maintenance Costs</u></b>				
1	Turf Maintenance (turf area)	0 SF	\$ 0.12	\$ -
2	Plant Maintenance (plant area)	0 SF	\$ 0.12	\$ -
3	Tree Trimming	0 EA	\$ 25.00	\$ -
4	Irrigation Repair (total area)	3,092 SF	\$ 0.10	\$ 309.20
5	Re-Plant Area (dirt area)	3,092 SF	\$ 0.15	\$ 463.80
				\$ 773.00
<b><u>Utility Costs</u></b>				
1	Cal Water Irrigation	1 YR	\$ 900.00	\$ 900.00
2	PG&E	1 YR	\$ 10.00	\$ 10.00
3	Streetlights (30W)	28 EA	\$ 157.14	\$ 4,399.92
4	Streetlights (60W)	1 EA	\$ 201.40	\$ 201.40
5	Streetlights (30W LS-1A)	19 EA	\$ 126.41	\$ 2,401.75
6	Streetlights (HPSV 70W)	5 EA	\$ 242.18	\$ 1,210.92
7	Streetlights (LED 35W)	18 EA	\$ 50.58	\$ 910.44
<b><u>Incidental Costs</u></b>				
1	Recording Fee	153 LOT	\$ 0.15	\$ 22.95
2	Public Notice	1 LS	\$ 30.00	\$ 30.00
3	Professional Services - Eng Report	153 LOT	\$ 6.00	\$ 918.00
4	Supplies	0.1 AC	\$ 375.00	\$ 26.62
5	Equipment	0.1 AC	\$ 9.00	\$ 0.64
6	Backflow Testing/Repair	0 EA	\$ 55.00	\$ -
<b>TOTAL ESTIMATE</b>				<b>\$ 11,805.64</b>

# ENGINEER'S ESTIMATE

City of Selma LLMD Engineer's Report  
**Zone #11**  
City of Selma

Date: 4/24/2024  
Prepared by: DH



**Yamabe & Horn  
Engineering, Inc.**  
CIVIL ENGINEERS • LAND SURVEYORS

2985 North Burl Ave., Suite 101  
Fresno, CA 93727  
(559) 244-3121

ITEM	DESCRIPTION	QTY	UNIT PRICE	TOTAL
<b><u>Maintenance Costs</u></b>				
1	Turf Maintenance (turf area)	8,068 SF	\$ 0.12	\$ 968.16
2	Plant Maintenance (plant area)	13,766 SF	\$ 0.12	\$ 1,651.92
3	Tree Trimming	39 EA	\$ 25.00	\$ 975.00
4	Irrigation Repair (total area)	21,834 SF	\$ 0.10	\$ 2,183.40
5	Re-Plant Area (dirt area)	0 SF	\$ 0.15	\$ -
				\$ 5,778.48
<b><u>Utility Costs</u></b>				
1	Cal Water Irrigation	1 YR	\$ 4,500.00	\$ 4,500.00
2	PG&E	1 YR	\$ 160.00	\$ 160.00
3	Streetlights (30W)	19 EA	\$ 157.14	\$ 2,985.66
<b><u>Incidental Costs</u></b>				
1	Recording Fee	59 LOT	\$ 0.15	\$ 8.85
2	Public Notice	1 LS	\$ 30.00	\$ 30.00
3	Professional Services - Eng Report	59 LOT	\$ 6.00	\$ 354.00
4	Supplies	0.5 AC	\$ 375.00	\$ 187.96
5	Equipment	0.5 AC	\$ 9.00	\$ 4.51
6	Backflow Testing/Repair	0 EA	\$ 55.00	\$ -
<b>TOTAL ESTIMATE</b>				<b>\$ 14,009.47</b>

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

May 6, 2024

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**ITEM NO:** 3.

**SUBJECT:** Consideration of a Resolution Approving and Authorizing the City Manager to Execute an Agreement with the City of Kingsburg to provide Animal Care Services

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**BACKGROUND:** The City of Selma previously contracted with Second Chance Animal Shelter to provide Animal Control and Sheltering Services from 2013 through 2023. In the summer of 2023, the City began exploring alternatives to the City's contracted services at the time. The research conducted showed a variety of available approaches to municipal animal control and sheltering. Additionally, it was known that Second Chance Animal Shelter had been under contract with the City of Kingsburg to provide Kingsburg with animal care services and had previously served the City of Fowler as well. However, the compensation received by Second Chance for services provided to Kingsburg was minimal (roughly \$3,000) and did not cover the necessary expenses for proper care of the animals.

**DISCUSSION:** In January of 2024, the Selma Police Department was tasked with creating and implementing an enhanced Animal Control and Sheltering service to our community, as Second Chance was no longer meeting the needs of the City. The City of Selma was able to recruit and hire industry professionals who possess the ability to bridge animal care and animal control services with expertise in outreach and education.

During the course of implementing our new Animal Services Program, the City of Kingsburg reached out to Selma staff in the hopes of contracting with the City of Selma to provide animal sheltering services. After considering the challenges all cities currently face in providing animal control services, it is clear that a regional approach could offer significant benefits for all cities involved. Similar to the successful regional approach the City of Selma has taken in other areas of law enforcement, staff are confident that entering into an agreement with Kingsburg would offer benefits such as additional grant funding and increased adoption rates. Our current staffing capacity is sufficient to support the additional volume.

**FISCAL IMPACT:** City of Selma staff has met with Kingsburg staff and estimated a per animal cost for providing this animal care service. Staff believes a contract amount of \$60,000.00 per year would cover the cost of providing services to the City of Kingsburg. The City of Kingsburg would be billed monthly and the agreement would be revisited 3 months prior to the one-year expiration of the agreement to consider term extensions.

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**RECOMMENDATION:** Approve Resolution Approving and Authorizing the City Manager to Execute Agreement with the City of Kingsburg to provide Animal Care Services.

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\_\_\_\_\_/s/  
Rudy Alcaraz  
Chief of Police

04/30/2024  
Date

\_\_\_\_\_/s/  
Teri Rockhold  
Animal Services Director

04/30/2024  
Date

\_\_\_\_\_/s/  
Fernando Santillan  
City Manager

04/30/2024  
Date

**Attachments:**

1. Resolution
2. Agreement

RESOLUTION NO. 2024 –\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,  
CALIFORNIA APPROVING AND AUTHORIZING THE CITY MANAGER TO  
EXECUTE AGREEMENT WITH THE CITY OF KINGSBURG TO PROVIDE  
ANIMAL CARE SERVICES**

**WHEREAS**, the City of Selma would like to enter into one-year renewable agreement to provide animal care services to the City of Kingsburg; and

**WHEREAS**, a regional approach for animal services could offer benefits to the City of Selma for its current Animal Services Program; and

**WHEREAS**, the City of Selma will be better able to prepare for the future of Animal Services for its community as the City develops and expands; 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. The City Council hereby approves the Agreement with the City of Kingsburg.
3. The City Manager is authorized to execute all necessary documents.
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.
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 6<sup>th</sup> day of May 2024 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

AGREEMENT BETWEEN THE CITY OF SELMA AND  
THE CITY OF KINGSBURG  
FOR THE PROVISION OF ANIMAL CONTROL SERVICES

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_ (“Effective Date”), by and between the CITY OF SELMA, hereinafter referred to as "Selma," and the CITY OF KINGSBURG, hereinafter referred to as "Kingsburg."

RECITALS

WHEREAS, Kingsburg is desirous of contracting with Selma for the performance of animal control functions within its boundaries by the City of Selma through the Animal Services Division of the Selma Police Department; and

WHEREAS, Selma is agreeable to rendering such services on the terms and conditions set forth below; and

WHEREAS, such contracts are authorized and provided for under the provisions of Sections 51300 *et seq.* and 54980 *et seq.* of the Government Code.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**1. SERVICE AREA.**

Selma agrees, through the Animal Services Division of the Selma Police Department (hereinafter “Selma Animal Services”), to provide kennel services (“Services”) within the corporate limits of the City of Selma, for animals originating from within the corporate limits of the City of Kingsburg to the extent and in the manner set forth in this Agreement.

**2. SCOPE OF SERVICES.**

(a) Services to be Provided: Except as otherwise hereinafter specifically set forth, Services shall include those Services as set forth in Exhibit A, Scope of Work, which is attached hereto and incorporated herein as if set forth in full.

(b) Consistent City Ordinances: To facilitate consistency of Services and provide legal authority for the enforcement of said Services, Kingsburg shall adopt and maintain city ordinances that are the same, or substantially similar, to those set forth in the Selma Animal Ordinances as found in Chapter 2 of the Selma Municipal Code within 90 days of the Effective Date. Kingsburg shall at all times during the term of this Agreement notify Selma of any changes in the terms and provisions of Kingsburg’s animal control ordinances.

(c) Reporting: Selma Animal Services shall provide to Kingsburg a quarterly report of Services provided under this Agreement.

(d) Coordination: Kingsburg and Selma Animal Services shall each designate a specific individual and alternates to make or receive requests and to confer upon matters concerning the delivery of Services.

### **3. DISPUTE RESOLUTION.**

Should a dispute or problem arise between the parties regarding the administration of this Agreement or any of the Services to be provided hereunder, Selma's Chief of Police and Kingsburg's City Manager, or their respective designees, shall meet and confer in good faith in an attempt to resolve the matter prior to either party initiating judicial action.

### **4. CONTROL OF SERVICES.**

The rendition of Services, the standards of performance, the discipline of animal service officers, and other matters incident to the performance of Services, and the control of personnel so employed, shall remain with Selma, provided, however, that, if in the judgment of Kingsburg's City Manager or his designee, if any Selma Animal Services employee assigned to duty under this Agreement is not satisfactory to Kingsburg, the City Manager may so notify the Selma Chief of Police in writing and within thirty (30) days of receipt of such written notification, the Selma Chief of Police shall respond in writing thereto and identify the actions taken by Selma Chief of Police to address the issues identified in the written correspondence from the Kingsburg City Manager.

### **5. PERSONNEL.**

All persons employed by Selma in the performance of Services for Kingsburg under this Agreement shall be Selma employees, and no such person shall have any, or be entitled to any, Kingsburg benefit, pension, civil service status, or right of employment.

(a) Kingsburg shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any Selma personnel performing Services hereunder for Kingsburg.

(b) Kingsburg shall not be liable for compensation of or indemnity to any Selma officer or employee for injury or sickness arising out of such employment.

### **6. CITIZEN COMPLAINTS.**

All citizen complaints from Kingsburg residents regarding Services provided pursuant to this Agreement shall be investigated and resolved by Selma through its normal review procedures.

### **7. LIMITATIONS ON CONTRACTS.**

(a) No person or organization shall be a third party beneficiary of this Agreement.

(b) Neither party to this Agreement may assign its rights, privileges, benefits, or responsibilities hereunder to any other party without the express prior written authorization of the other party to this Agreement.

### **8. BREACH OF CONTRACT.**

Should either party breach this Agreement, the parties shall utilize the dispute resolution procedures described above to resolve the breach prior to initiating any formal judicial action or terminating this Agreement. Selma shall continue to provide Services and Kingsburg shall

continue to compensate Selma for said Services during the dispute resolution process. A breach of this Agreement by either party may be cause for termination of this Agreement if the parties are unable to agree upon a cure.

## **9. INDEMNIFICATION.**

Selma shall indemnify, defend, and hold Kingsburg and its officials, officers, and employees harmless from loss, damage, or injury to any person or property, to the extent that such loss, damage, or injury is caused by the negligence or intentional misconduct of Selma Animal Services personnel in providing or failing to provide Services to Kingsburg or Selma's breach of any provision of this Agreement.

Kingsburg shall indemnify, defend and hold Selma and its officials, officers, and employees harmless from loss, damage, or injury to any person or property, to the extent that such loss, damage or injury is caused by the negligence or intentional misconduct of Kingsburg in its performance of this Agreement or resulting from Kingsburg's breach of this Agreement.

## **10. INSURANCE.**

Each party shall maintain a policy or policies of insurance (or self-insurance covering same) in force at all times during the performance of this Agreement in the minimum limits of liability as stated herein:

(a) Comprehensive general liability, including but not limited to premises, personal injuries, products, and completed operations for combined single limit of not less than \$1,000,000 per occurrence;

(b) Comprehensive automobile liability, including but not limited to property damage, bodily injury, and personal injuries for combined single limit of not less than \$1,000,000 per occurrence; and

(c) Worker's Compensation coverage to the extent required by law.

(d) Evidence of compliance with said insurance requirements shall promptly be supplied in writing if requested by the other party.

(e) Selma's general liability insurance policy shall name Kingsburg as an additional insured.

## **11. RESOURCES.**

(a) Except as otherwise agreed, Selma shall furnish all labor, supervision, equipment, facilities, and supplies necessary to maintain the level of Services to be rendered in accordance with the terms of this Agreement. Selma and Kingsburg shall retain title to the property each may acquire to fulfill its obligations under this Agreement. Upon the termination of this Agreement, each party may dispose of its property as it sees fit.

(b) Notwithstanding the foregoing, it is agreed that in all instances where special supplies, stationary, notices, forms, and the like must be issued in the name of Kingsburg, the same shall be supplied by Kingsburg at its own cost and expense.

## **12. ANNUAL COST OF SERVICES.**

Selma shall notify Kingsburg no later than 90 days prior to the anniversary date of this Agreement, of the estimated cost of providing Services hereunder for the ensuing fiscal year. The estimated cost of \$60,000.00 annually shall be based upon the estimated cost to Selma for providing Services to Kingsburg as it appears in Selma's annual budget, which shall include, but not be limited to, the salaries and benefits, services and supplies, fixed assets, and any additional costs to Selma for insuring itself against the liability and the risks associated with undertaking the Services provided hereunder, less any applicable revenue that is generated to offset those costs.

Estimated costs for Shelter Services shall be calculated based on a per animal basis. See Exhibit B, Per Animal Cost Analysis.

Kingsburg shall pay Selma the amount calculated for Services on a monthly basis. The monthly payments shall be made no later than thirty (30) days after the monthly bill is sent. Notwithstanding this provision, the Selma Chief of Police may, in his sole discretion, manage resources, including the reduction of staffing, support services, and other services, to equalize the fees received with the costs of providing Services.

## **13. TERM.**

(a) Unless sooner terminated as provided for herein, this Agreement shall commence on \_\_\_\_\_ and shall remain in effect until December 31, 2024.

(b) This agreement may be automatically extended for up to four (4) additional one-year terms upon mutual written agreement by the parties, subject to a review of operating costs and agreement on changes pursuant to this review by both parties. Such mutual agreement to extend the term of this Agreement must be in writing and executed by the parties at least thirty (30) days prior to the expiration of the then current term.

## **14. TERMINATION.**

This Agreement may be terminated at any time by either party upon 90 days prior written notice to the other party of its intention to terminate the Agreement.

## **15. AMENDMENTS.**

The parties hereto agree that each has had adequate opportunity to discuss and include in this Agreement any and all matters. Therefore, the parties hereto agree that this Agreement may only be amended by mutual written consent of both parties, and neither party is obligated to meet to discuss any amendments hereto.

**16. NOTICE.**

All communications between the parties hereto shall be provided as follows:

For Kingsburg: Kingsburg City Manager  
Kingsburg City Hall  
1401 Draper St.  
Kingsburg, CA 93631

For Selma: Selma Chief of Police  
2055 Third St.  
Selma, CA 93662

Selma City Manager  
Selma City Hall  
1710 Tucker St.  
Selma, CA 93662

If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of three (3) days following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

**17. ATTORNEY'S FEES.**

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the party may be entitled.

**18. CONFLICT OF INTEREST.**

Selma and Kingsburg each warrant that its officials, officers and employees have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, which conflicts with the rendering of Services under this Agreement. Selma shall employ or retain no such person while rendering services under this Agreement.

Kingsburg has an affirmative duty to disclose to Selma in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

**19. UNFORESEEN CIRCUMSTANCES.**

Neither party is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond such party's reasonable control, provided the party gives written notice to the other party of the cause of the delay within ten (10) days of the start of the delay.

**20. CHOICE OF LAW.**

The parties have executed and delivered this agreement in the City of Selma, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Agreement. The County of Fresno shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Agreement. Kingsburg and Selma hereby waive any rights they may possess under Section 394 of the Code of Civil Procedure to transfer to a neutral county or other venue any action arising out of this Agreement.

**21. SEVERABILITY.**

If any of the provisions of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

**22. SURVIVAL.**

The following sections shall survive the termination of this Agreement: Section 9, Indemnification, Section 10, Insurance and Section 17, Attorney Fees.

**23. MATTERS TO BE DISREGARDED.**

The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

**24. ENTIRE AGREEMENT; COUNTERPARTS; CONTRIBUTIONS OF BOTH PARTIES.**

This Agreement, including its Recitals and Exhibits which are fully incorporated into and are integral parts of this Agreement, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by Selma or Kingsburg other than those contained herein.

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

This Agreement represents the contributions of both parties, who are each represented by competent counsel, and it is expressly agreed and understood that the rule stated in Civil Code section 1654, that ambiguities in a contract should be construed against the drafter, shall have no application to the construction of the Agreement.

**25. AUTHORITY.**

Each signatory to this Agreement represents that it is authorized to enter into this Agreement and to bind the Party to which its signature represents.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year first above written.

CITY OF KINGSBURG

CITY OF SELMA

By: \_\_\_\_\_  
Alexander Henderson, City Manager

By: \_\_\_\_\_  
Fernando Santillan, City Manager

ATTEST:

ATTEST:

\_\_\_\_\_  
CITY CLERK -KINGSBURG

\_\_\_\_\_  
CITY CLERK -SELMA

APPROVED AS TO FORM:  
Michael J. Noland, Kingsburg City Attorney

APPROVED AS TO FORM  
Megan Crouch, Selma City Attorney

By: \_\_\_\_\_

By: \_\_\_\_\_



## **EXHIBIT A**

### **SCOPE OF WORK (KINGSBURG)**

A. Provide and operate an animal control shelter and care facility, including all necessary buildings, structures, grounds, spaces, and equipment, and animal shelter services as may be necessary to properly receive, maintain, care, and provide for the appropriate disposition of animals that come within the legal animal control authority and responsibility of the City of Kingsburg. Such services shall include the following:

- 1) Receive and evaluate stray animals brought in by the City of Kingsburg between the hours of 8:00am – 4:00pm Monday – Saturday.
- 2) Provide food, water, shelter, emergency, routine, and preventative medical care, and evaluations of the animals' health, temperament, and condition once accepted into Selma Animal Services. Emergency medical care needed for animals PRIOR to admittance into the Selma Animal Services shall remain the responsibility of the City of Kingsburg.
- 3) Clean and disinfect kennels and cages and other shelters as needed.
- 4) Provide necessary grooming, flea and tick control, and rodent control for animals being housed by Selma Animal Services.
- 5) Provide euthanasia services when deemed necessary, as well as animal body storage, removal, and disposal.
- 6) Provide housing and care for animals from the City of Kingsburg that are subject to a legally required holding periods as required pursuant to Selma Municipal Code, CA Food and Agriculture Section 17006 and Sections 30501 – 32003, CA Penal Code Section 597, CA Civil Code Sections 1834 - 1834.5.

Stray hold – 5 days

Rabies quarantine hold – 10 days

Protective Custody – 10 days

Holds pertaining to dangerous/vicious dog determinations will follow hearing processes in Selma Animal Code Section 6-2-32

- 7) Receive and take care of injured or orphaned wildlife found in the City of Kingsburg as deemed appropriate by Selma Animal Services.

- 8) Community outreach within Kingsburg city limits (2 resource (microchip/vaccines, etc.) clinics per year, contingent upon availability of veterinarian)
  - 9) Provide monthly reports of all services provided under this agreement
  - 10) Provide basic training (catch-pole skills, microchip scanning procedures, basic animal handling, etc.) to Kingsburg personnel.
- B. Selma Animal Services will comply with any and all applicable local, state, and federal laws or regulations regarding the services set forth above.
  - C. Spay and neuter services and microchipping for animals who have either been reclaimed at the shelter by their owner(s) or animals who are available for adoption shall be provided as part of these services, subject to any fees charged to the owner(s) or adopting individual(s).

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

May 6, 2024

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**ITEM NO:** 4.

**SUBJECT:** Proposed Schedule for City Council Special Workshop

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**BACKGROUND:** The Selma City Council has instructed City Staff to address the matter of homelessness in Selma. To facilitate a comprehensive dialogue, Staff has proposed conducting a workshop format to solicit input from various organizations and stakeholders.

**DISCUSSION:** City Staff is presently seeking confirmation of Council's availability for the week of May 28th to schedule the homelessness workshop.

**FISCAL IMPACT:** None.

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**RECOMMENDATION:** Staff seeks Council's availability to schedule the Special Workshop.

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<u>      /s/      </u>	<u>April 22, 2024</u>
Reyna Rivera	Date
City Clerk	

<u>      /s/      </u>	<u>April 22, 2024</u>
Fernando Santillan	Date
City Manager	

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

May 6, 2024

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**ITEM NO: 5.**

**SUBJECT:** Review of the Revisions to Special Event Permits and Associated Fees

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**BACKGROUND:**

At the Selma City Council meeting on April 1, 2024, the Council requested that Staff provide a summary of the revisions to the Special Event Permit process and the relationship those changes have with fees to be collected for applicants.

**DISCUSSION:**

On October 16, 2024, the City Council adopted provisions related to the adoption of Legacy Events and waiver provisions for Special Event Permits. Legacy Events have their event application fees waived automatically but are still required to submit application materials consistent with the requirements of the ordinance and pay for costs associated with the events, such as traffic control or food vendor permitting through Fresno County. It was also anticipated that the budgetary impact of the City's sponsorship support for these events would result in expenditures of approximately \$60,000 to \$80,000.

Legacy events were established because of the value they have provided the community for an extended period of time, as identified in Municipal Code Section 5-7-19(D)(1)(b thru g). However, the term "sponsorship" and what it entails specifically was not explicitly defined and is ambiguous. Therefore, it is necessary to expand on this term and how the anticipated costs are allocated to each Legacy Event.

The updated provisions also set aside \$25,000, increased from \$5,000, for waiver of application fees only for non-profit organizations (Types 3, 4, 5, 6, 7-10) subject to the approval of the City Manager (up to \$500) or the City Council (more than \$500). The Council also reduced the fees for special event applications on public and private property from \$945 and \$670 to \$650 and \$510, respectively.

Lastly, the Council requested the establishment of tiers for non-legacy special events to reduce application fee amounts by amending the cost recovery of the permit. The event tiers were established as follows:

1. Tier 1 – 100% cost recovery: First-time events that have not been reviewed by the City at any time.
2. Tier 2 – 75% cost recovery: Recurring events that require some form of City services to conduct the event.
3. Tier 3 – 50% cost recovery: Recurring events that require no City services to conduct the event.

Based on these regulations, the City has provided a structure for events that allows non-profit organizations to potentially have application fees waived.. Furthermore, recurring events can

reduce their application fees in subsequent years by 25 to 50 percent, depending on whether City services are needed. For reoccurring events, there is the potential to have the application fees reduced in the second year and beyond to \$708.75 or \$472.50 for events on public property or \$382.50 or \$255.00 on private property.

Lastly, there have been discussions regarding individual vendors and other businesses that provide a service or sell goods but are not directly associated with the organization of the event. Staff presented a review of local one-day license fees and proposed a fee of \$30 per day for these vendors or businesses. Furthermore, depending on the location of the business, the vendor may be determined to be a minor or major Home Occupation, which can either be processed with a standard business license (minor) or require subsequent permitting through the Community Development Department (major). The fees associated with each are \$155 (proposed) or \$455 for minor and major Home Occupations, respectively. Therefore, if a local vendor wished to participate in more than five single-day events, they would be better served to apply for an annual business license because it would give them the flexibility to participate in more than five events a year if they so choose.

For discussion purposes, a new event being held by a private applicant, who is not a non-profit organization and has an active business license and will host an event at a public facility where 200 guests are expected with no road closures, would be assessed the following fees:

1. Application Fee - \$650
2. Facility Rental Fee - \$200
3. Total: \$850

Any vendors at the same event would be assessed the following fees:

1. Vendor with Active Business License operating in or outside the City of Selma: \$0
2. Vendor without Active Business License operating in the City of Selma: \$155
3. Vendor requesting a One-Day Business License for this Single Event: \$30

These fees do not include other fees potentially associated with operating the event, such as obtaining a Community Event Food Organization Permit through Fresno County Environmental Health, which is currently \$59.75 per vendor at the event.

Application fees for non-profits or organizers of Legacy Events may be reduced or eliminated. However, other fees, such as facility rental costs, vendor costs, or food permitting costs, would still apply.

## **ANALYSIS OF CURRENT REGULATIONS:**

Based on the assessment of the current fee structure, review of other regional agencies, and feedback received, it is evident that there are various gaps that need to be addressed in the special event ordinance and administration of provisions.

First, the City's current fee resolution requires 100 percent cost recovery for various support services and applications processed by the City, as required by Municipal Code Section 12-3-4: Schedule of Fees and Service Charges. Specifically, special event application reviews,

police services, fire services, ambulance services, and special traffic services are all identified as **100 percent cost recovery items**.

Conversely, some recreational activities and facility rentals are identified as having less cost recovery, ranging from 0 to 75 percent. This reduction in recreational service fees is consistent with surrounding communities, whose fees for special events may be as low as \$25 because it is assumed that the community benefit outweighs the true cost of providing the service. Assuming that the cost recovery was reduced, fees could be reduced accordingly with the idea that events generate other value, such as sales tax, transient occupancy tax, and other receipts for local businesses.

The definition of “sponsorship” also needs to be further defined in order to allow for consistent administration to all Legacy Events. As Legacy Events, applicants are still required to formally submit the appropriate application materials to the City for processing, but fees are automatically waived. The prior discussion regarding sponsorship did not clearly establish what sponsorship would specifically entail, given that application fees were automatically waived as a matter of policy.

Therefore, Staff proposes the following clarification, as, again, these events provide significant community benefit:

1. “Sponsorship” may include, but is not necessarily limited to, the following items:
  - a. Staff services;
  - b. Contributions to aid with outside services, such as traffic control;
  - c. In-kind support, such as developing standardized maps for distribution, flyers, or promotion of the event utilizing City resources;

For events that require other services, such as traffic control, this cost is typically borne by the event organizer either through contracting with a qualified provider or through fees paid to the City. In the past, the City has allowed the use of volunteers to lower the cost to the event organizers. City staff also provides feedback on the potential road closures to minimize impacts to residential neighborhoods or major thoroughfares. However, applicants must obtain approval of the traffic control plan prior to implementation as part of the event. Therefore, it is important for organizers to engage the City early to obtain an approved scope of closures and proper estimates for traffic control services, either through contractor or volunteers.

That being said, the City will develop specific guidelines for events to identify when a professional contractor must be obtained for special events or if volunteers are sufficient. These guidelines would be based on the type of roadways being obstructed, such as arterials, which residents utilize to traverse from one side of town to the other. Furthermore, minimum criteria for volunteers would also be provided and would include the following requirements:

1. 18 years old minimum,
2. Equipment consistent with Department of Transportation standards, such as a bright colored vest and appropriate signage,
3. Signed Waiver that releases the City of Selma from liability

The appropriate ordinance revisions and enhanced provisions consistent with the recommendations above can be developed and presented in relatively short order to clarify these gaps in special event administration and execution request and direction.

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**RECOMMENDATION:** Provide City Staff with direction regarding recommendations above.

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\_\_\_\_\_/s/\_\_\_\_\_  
Jerome Keene  
Deputy City Manager

\_\_\_\_\_April 30, 2024\_\_\_\_\_  
Date

\_\_\_\_\_/s/\_\_\_\_\_  
Fernando Santillan  
City Manager

\_\_\_\_\_April 30, 2024\_\_\_\_\_  
Date

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

**May 6, 2024**

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**ITEM NO: 6.**

**SUBJECT:** Consideration of a Resolution Amending the Schedule of Fees and Charges for Business License Application Fees and Establishment of One-Day Business License Fee

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**BACKGROUND:**

At the Selma City Council meeting on April 1, 2024, the Council directed staff to revise the Business License Application Fee and establish a One-Day Business License Fee.

**DISCUSSION:**

Business license fees of varying types have been adopted at multiple times, ranging from 1987 to 2023, with the last change coming with the recent update of the Special Event Ordinance. Currently, the City does not have a fee for a one-day business license. A review of the single-day license fee is as follows:

- Clovis - \$39 (1 day) or \$62 (2 days)
- Reedley - \$54 (1 day)
  - Requires minimum \$1 million insurance if a sidewalk vendor
- Kingsburg - \$12.50 per day; \$37.50 per month; \$75 per year
- Fresno – minimum of \$14 before gross receipts (minimum \$35), total \$49
  - Requires a Zoning Clearance through Planning prior to approval (ranges from \$34.46 (minor) to \$2,142.36 (major)).
  - Total could be as low as \$73.46
- Fowler - \$14 (maximum of one per year)
- Dinuba - \$7.75 (one day)
- Sanger - \$19 per day, \$54 per month, \$129 year
- **Average**
  - **Per Day - \$27.89**

A fee of approximately \$30 would be consistent with the current fee for out-of-town business licenses, with an approval process resembling a registration and issuance rather than an ongoing renewal process. Therefore, the fee can be justified under the current rate structure.

Lastly, the current Business License Fee includes and excludes current staff who review applications at rates that likely exceed those of current staff completing the work. The current breakdown of the Business License Application Fee is as follows:

	<b>Hours</b>	<b>Rate</b>	<b>Total</b>
Account Clerk 2	0.50	\$124.98	\$62.49
Fire Marshal	0.50	\$165.40	\$82.70
Police Sergeant	0.08	\$128.63	\$10.29



Contract Planner	0.25	\$196.20	\$49.05
<b>Totals</b>	<b>1.33</b>	<b>n/a</b>	<b>\$204.53</b>

The current review process includes the Assistant Planner, Building Inspector, Fire Marshal, Code Enforcement Officer I, and an Accounting Technician. Based on the current estimated time for each team member's approval of an application, a proposed fee could be estimated as follows:

	<b>Hours</b>	<b>Rate</b>	<b>Total</b>
Assistant Planner	0.3	\$54.67	\$16.40
Building Inspector	0.4	\$56.58	\$22.68
Fire Marshal	0.4	\$99.91	\$39.96
Code Enforcement Officer I	0.4	\$40.28	\$16.10
Accounting Technician	1.0	\$59.35	\$59.35
<b>Totals</b>			<b>\$154.49</b>

A new proposed fee of \$155 would be acceptable to cover the current review process of business license applications based on the hours allotted above.

Furthermore, the City has received requests from upcoming event organizers regarding the amounts charged for vendors associated with their events. Staff would recommend waiving the fees associated with single-day business licenses for only the Sikh Parade and the Raisin Festival for this year only, with the one-day license fee being applied to vendors at all events once it is formally adopted by the City Council.

**FISCAL IMPACT:** A potential decline in General Fund revenue due to a fee reduction from \$205 to \$155, with some revenue being generated by the establishment of a new \$30 fee for one-day business licenses would be expected.

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**RECOMMENDATION:** Staff recommends City Council conduct a Public Hearing and adopt a Resolution to establish a One-Day/Single Event Business License Fee of \$30 for vendors associated with a Special Event and amend the current Business License Application Fee to from \$205 to \$155.

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\_\_\_\_\_/s/  
Jerome Keene  
Deputy City Manager

April 25, 2024  
Date

\_\_\_\_\_/s/  
Fernando Santillan  
City Manager

April 25, 2024  
Date

**RESOLUTION NO. 2024 –**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA  
AMENDING THE SCHEDULE OF FEES AND CHARGES FOR BUSINESS LICENSES  
AND ESTABLISHMENT OF ONE DAY BUSINESS LICENSE FEE**

**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 April 10, 2024, in accordance with the provisions of Government Code Section 6062a and the City's Code; and

**WHEREAS**, on May 6, 2024, 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 May 7, 2024.

**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 6<sup>th</sup> day of May, 2024, by the following roll call vote:

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

Attest:

\_\_\_\_\_  
Scott Robertson, Mayor

\_\_\_\_\_  
Reyna Rivera, City Clerk

# EXHIBIT A

<b>Fee Schedule ID</b>	<b>Fee Type</b>	<b>Current Fee</b>	<b>Proposed Fee</b>
MC-002	Business License Application Fee	\$205	\$155
MC-002a	One-Day Business License Fee	None	\$30

## INTERIM AD DRAFT

This is the proof of your ad scheduled to run in **Selma Enterprise/Kingsburg Recorder** on the dates indicated below. If changes are needed, please contact us prior to deadline at **(559) 582-0471**.

Notice ID: 1AnzgWfGs3dC7IFENwZ | **Proof Updated: Apr. 05, 2024 at 01:13pm PDT**  
Notice Name: PH User Fee Business Licenses

See Proof on Next Page

**This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.**

FILER	FILING FOR
Reyna Rivera	Selma Enterprise/Kingsburg
reynar@cityofselma.com	Recorder
(559) 891-2200	

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**Columns Wide:** 1 **Ad Class:** Legals

**Total Column** 7.97  
**Inches:**

**Number of Lines:** 64

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04/10/2024: Legal Notice	109.96
Additional Affidavit Fee	15.00

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Subtotal	\$124.96
Tax	\$0.00
Processing Fee	\$17.50
<b>Total</b>	<b>\$142.46</b>

**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, May 6, 2024 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 BUSINESS LICENSES**

The City Council will receive testimony and consider all evidence, reports and comments regarding the proposed User Fee Pertaining to Charges for Business Licenses.

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  
PUBLISH:  
**April 10, 2024**  
AD# #####

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

May 6, 2024

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**ITEM NO: 7.**

**SUBJECT:** Consideration of a General Plan Amendment, Rezone, and Site Plan Review to Allow a 40-Unit Multi-Family Development and a Future 3,000 Square Foot Commercial Development on 3.29 Acres on the Southwest Corner of Nebraska and Thompson Avenue (APN 390-030-71)

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**DISCUSSION:** The Applicant is proposing to construct 40 multi-family residential units and a 3,000-square-foot commercial development. The subject property is approximately 3.29 acres. The project site (APN: 390-030-071) was approved to be divided by Tentative Parcel Map No. 2021-08, which creates a 2.82-acre and 0.48-acre lot where the multi-family units and the commercial building will be constructed, respectively.

The applicant is proposing rezoning the project site from R-1-7 to R-3 and a C-2 (Central Commercial Zone), as well as a General Plan Amendment from Medium Low-Density Residential to High-Density Residential and Community Commercial to match the development proposal.

Due to scheduling conflicts, the applicant has requested to move the hearing to the next available Council Hearing Date, which is scheduled for May 20, 2024 (Attachment 1).

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**RECOMMENDATION:** Staff is recommending the continuation of this item to the next City Council meeting scheduled for May 20, 2024.

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\_\_\_\_\_/s/\_\_\_\_\_  
Jerome Keene, Deputy City Manager

\_\_\_\_\_04/22/2024\_\_\_\_\_  
Date

\_\_\_\_\_/s/\_\_\_\_\_  
Fernando Santillan, City Manager

\_\_\_\_\_04/22/2024\_\_\_\_\_  
Date



**From:** [bramirez@cveas.com](mailto:bramirez@cveas.com)  
**To:** [Jerome Keene](#)  
**Cc:** [Trevor Stearns](#); [Kamara Biawogi](#); [Nick Sahota](#)  
**Subject:** Casa De Villa 2021-0008 (21058)  
**Date:** Wednesday, April 17, 2024 1:54:29 PM  
**Attachments:** [image001.png](#)

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Hello,

We would like to continue the meeting for this project until May 20<sup>th</sup>.

**Thank you,**

**Brenda N. Ramirez**

Assistant Project Manager



Central Valley Engineering & Surveying, Inc.

2511 Logan Street

Selma CA. 93662

Tel: (559) 891-8811 ex.1011

Fax: (559) 891-8815

[bramirez@cveas.com](mailto:bramirez@cveas.com)

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

May 6, 2024

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**ITEM NO: 8.**

**SUBJECT:** Consideration of a General Plan Amendment, Rezone, Tentative Parcel Map, and Site Plan Review for a Multi-Family Development on approximately 10.57 acres, commercial development on 3.79 acres, and a community park on 0.95 acres on the NE corner of Nebraska and Highland (APN:388-030-26)

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**DISCUSSION:** The applicant proposes to develop approximately 16 acres on an undeveloped property located at the northeast corner of Highland Avenue (State Route 43) and Nebraska Avenue in the City of Selma, California. The proposed development includes 144 multi-family dwelling units on approximately 10.57 acres, commercial development totaling 3.79 acres, and 0.95 acres for a community park. The multi-family development proposes to be built in two phases. The commercial development would be built upon market demand, with no development proposal at this time.

The current zoning for this property is R-1-7. The proposed development includes a request to change the existing zone from R-1-7 to R-3 on approximately 10.57 acres (Parcel 2 of the Tentative Parcel Map), C-3 on 3.7 acres (Parcel 3 of the Tentative Parcel Map), and OS on 0.95 acres (Parcel 1 of the Tentative Parcel Map) with corresponding amendments to the General Plan Land Use Designations to High-Density Residential (HD) and Regional Commercial (RC) to match the development proposal.

Due to scheduling conflicts, the applicant has requested to move the hearing to the next available Council Hearing Date, which is scheduled for May 20, 2024 (Attachment 1).

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**RECOMMENDATION:** Staff is recommending the continuation of this item to the next City Council meeting scheduled for May 20, 2024.

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<u>                    /s/                    </u>	<u>                    04/22/2024                    </u>
Jerome Keene, Deputy City Manager	Date

<u>                    /s/                    </u>	<u>                    04/22/2024                    </u>
Fernando Santillan, City Manager	Date

R.A.I. Holdings LLC.  
2535 W. Lake Van Ness Circle,  
Fresno, CA 93711  
559-779-6260

April 17, 2024

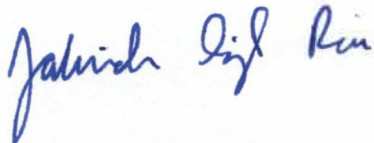
To Whom It May Concern,

At this time, the City of Selma Planning Commission is meeting on April 22<sup>nd</sup> to review our application for a multi-family housing project located on the North East corner of Nebraska Ave and Highway 43. If successful with the Planning Commission, the City of Selma City Council will review this application on May 6<sup>th</sup>.

Unfortunately, due to unforeseen circumstances, the project team will not be able to attend and thus we are requesting to move this review with the City Council until the next available date. We sincerely apologize for this inconvenience. If you have any questions or concerns, please do not hesitate to contact me.

Kind Regards,

Jay Rai

A handwritten signature in blue ink that reads "Jay Rai". The signature is written in a cursive, flowing style.