

**CITY OF SELMA**  
**WORKSHOP/PRE-COUNCIL MEETING**  
**March 21, 2016**

The Workshop/ pre-Council meeting of the Selma City Council was called to order at 5:00 p.m. in the Council Chambers. Council members answering roll call were: Derr, Rodriguez, Mayor Pro Tem Avalos and Mayor Robertson. Council member Montijo arrived at 5:06 p.m.

Also present were City Manager Grey, City Attorney Costanzo, Financial Consultant Yribarren, Finance Manager Moreno, Fire Chief Kain, Police Chief Garner, Public Works Director Shiplee, and interested citizens.

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

**ADDITION TO THE AGENDA:** City Attorney Costanzo reported that he was made aware of an item earlier in the day, which required immediate attention. He stated that this item of potential litigation would need to be added to the executive session of the meeting. Council member Rodriguez motioned to add an item of potential litigation to the agenda. Council member Derr seconded the motion, and it carried with the following vote:

AYES: Rodriguez, Derr, Avalos, Robertson  
NOES: None  
ABSENT: Montijo  
ABSTAIN: None

**BUDGET WORKSHOP:** Financial Consultant Yribarren discussed General Fund Projected Revenues and Preliminary Personnel Costs for fiscal year 2016-17. He explained that Personnel Costs are the majority of the budget, nearly eighty percent and that the additional costs include fixed and variable expenses such as bonds, tax sharing agreements, utilities, insurance, professional agreements, etc. He stated that staff is currently working on maintenance and operational expenses, and would keep Council updated on the progress.

**EXECUTIVE SESSION:** Mayor Robertson recessed the meeting into Executive Session at 5:13 p.m. to discuss the following: One Case of potential litigation pursuant to Government Code 54956.9, and one case of pending litigation pursuant to Government Code 54956.9 City of Selma V. Bill Nelson General Engineering Construction, Inc.; Merchants Bonding Co.; and Does 1 to 100, Case No. 15CECG01446.

Mayor Robertson reconvened the meeting at 6:13 p.m., and stated that there was no reportable action.

**ADJOURNMENT:** There being no further business, the meeting was adjourned at 6:14 p.m.

Respectfully submitted,

Reyna Rivera  
City Clerk

---

Scott Robertson  
Mayor of the City of Selma

**CITY OF SELMA  
REGULAR COUNCIL MEETING  
SELMA CITY COUNCIL AND SUCCESSOR AGENCY BOARD OF DIRECTORS  
March 21, 2016**

The regular meeting of the Selma City Council and the Successor Agency Board of Directors was called to order at 6:15 p.m. in the Council Chambers. Council members answering roll call were: Derr, Montijo, Rodriguez, Mayor Pro Tem Avalos, and Mayor Robertson.

Also present were City Manager Grey, City Attorney Costanzo, Financial Consultant Yribarren, Finance Manager Moreno, Fire Chief Kain, Police Chief Garner, Public Works Director Shiplee, and interested citizens.

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

**INVOCATION:** Pastor Zeke Nichols of the Selma Seventh Day Adventist Church led the invocation.

**GRANTS/ ECONOMIC DEVELOPMENT PRESENTATION:** Administrative Analyst Roseann Galvan stepped forward to provide a power point presentation on recent Economic Development and Grants activity that was performed in the previous quarter. She discussed upcoming grants, and leads being researched.

**ORAL COMMUNICATIONS:** Mr. Onkar Bains, Ms. Frances Carrasosa, Ms. Gladys Griffith, Mr. Steven Hernandez, and Mrs. Bridget Bains all stepped forward regarding concerns on 3808 and 3816 Wright Street.

**CONSENT CALENDAR:** Mayor Robertson requested that agenda items 1.d and 1.f. be pulled for separate consideration. Motion to approve the remainder of the Consent Calendar was made by Council member Rodriguez and seconded by Council member Montijo. Motion carried with the following vote:

AYES: Rodriguez, Montijo, Derr, Avalos, Robertson  
NOES: None  
ABSTAIN: None  
ABSENT: None

- a. Minutes of the March 7, 2016 Workshop/Pre-Council meeting approved as read.
- b. Minutes of the March 7, 2016 Regular meeting approved as read.
- c. RESOLUTION NO. 2016-11R, A JOINT RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE DISSOLVED SELMA REDEVELOPMENT AGENCY AND THE CITY COUNCIL OF THE CITY OF

SELMA RESCINDING REDEVELOPMENT AGENCY PLAN AND  
EXPUNGING RECORDED DOCUMENTS FROM REAL PROPERTY  
RECORDS OF FRESNO COUNTY. Resolution approved by standard motion.

- d. Pulled for separate discussion.
- e. RESOLUTION NO. 2016 – 13R, A RESOLUTION OF CITY COUNCIL OF THE CITY OF SELMA OF PRELIMINARY INTENTION TO UNDERTAKE PROCEEDINGS FOR THE FORMATION OF A COMMUNITY FACILITIES DISTRICT, AND APPOINTING THE NECESSARY CONSULTANTS IN CONNECTION THEREWITH, AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO. Resolution approved by standard motion.
- f. Pulled for separate discussion.

**AGENDA ITEM 1.d. CONSIDERATION AND NECESSARY ACTION ON RESOLUTION AWARDDING CONTRACT FOR CONCRETE FOUNDATION FOR PRE-ENGINEERED STEEL BUILDING FOR THE PERFORMING ARTS CENTER AT THE PUBLIC WORKS YARD:** After discussion, motion to approve RESOLUTION NO. 12R, A RESOLUTION OF THE CITY OF SELMA AWARDDING CONTRACT FOR CONSTRUCTION OF A CONCRETE FOUNDATION FOR PRE-ENGINEERED STEEL BUILDING FOR THE PERFORMING ARTS CENTER AT THE PUBLIC WORKS YARD was made by Mayor Robertson and seconded by Council member Derr. Motion carried with the following vote:

AYES: Robertson, Derr, Montijo, Rodriguez, Avalos  
NOES: None  
ABSTAIN: None  
ABSENT: None

**AGENDA ITEM 1.g. CONSIDERATION AND NECESSARY ACTION ON CHECK REGISTER DATED MARCH 14, 2016:** After discussion, motion to approve Check Register Dated March 14, 2016 was made by Mayor Robertson and seconded by Council member Derr. Motion carried with the following vote:

AYES: Robertson, Derr, Montijo, Rodriguez, Avalos  
NOES: None  
ABSTAIN: None  
ABSENT: None

**CONSIDERATION AND NECESSARY ACTION ON PLANNING COMMISSION RECOMMENDATION TO APPROVE GENERAL PLAN AMENDMENT 2016-1 AND ADOPT THE 2015-2023 HOUSING ELEMENT AND INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION** *public hearing and adoption:* Administrative

Analyst Galvan introduced Ms. Veronica Tam, of Veronica Tam and Associates, Inc., the consultant updating the Housing Element.

Ms. Tam stepped forward and provided a PowerPoint presentation on the Fresno County Multi-Jurisdictional Housing Element Update. She discussed with Council the existing and projected housing needs in Selma, and the requirements established by the State. She further discussed the timeline and the history of the project as well as the final steps to implementation.

After much discussion, Mayor Robertson opened the public hearing at 7:13 p.m. There being no one to speak on the matter, the hearing was closed at 7:14 p.m. After further Council discussion, motion to approve RESOLUTION NO: 2016 – 14R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA MAKING FINDINGS TO APPROVE GENERAL PLAN AMENDMENT 2016-1 ADOPTING THE 2015-2023 GENERAL PLAN HOUSING ELEMENT was made by Mayor Pro Tem Avalos and seconded by Council member Rodriguez. Motion carried with the following vote:

AYES:	Avalos, Rodriguez, Derr, Montijo, Robertson
NOES:	None
ABSTAIN:	None
ABSENT:	None
ABSENT:	None

**DEPARTMENTAL REPORTS:** City Manager Grey and Public Works Director Shiplee reported on the recent dog park.

Police Chief Garner discussed a recent meeting held with the property owners of 3808 and 3816 Wright Street along with their attorney, and the current renters.

**COUNCIL REPORTS:** Council member Derr reported on attending the following: Arts Council meeting, upcoming play at the Arts Center, Chamber of Commerce sub-committee meeting, Rotary Track meet, and the David Aguallo Concert at the Arts Center.

Council member Montijo reported on attending the Abraham Lincoln School event fundraiser and thanked the Police Officer's Association and the Selma Firefighter Association for participating.

Mayor Pro Tem Avalos reported on attending an event at Abraham Lincoln School, and attending the David Aguallo Concert at the Arts Center. He also requested communication on major events in the city.

Mayor Robertson reported on attending the following: Joint Chamber mixer, Chamber Ribbon Cutting at Chavez insurance, and the Dog Park Ribbon Cutting. He reported on receiving a concern from a smoke shop owner and inquired on the robocall service.

*City of Selma*  
*Regular City Council Meeting*  
*March 21, 2016*  
*Page 4*

**ADJOURNMENT:** There being no further business, the meeting was adjourned at 7:32 p.m.

Respectfully submitted,

Reyna Rivera  
City Clerk

---

Scott Robertson  
Mayor of the City of Selma

---

---

ITEM NO:

1-C.

SUBJECT:

Award contract to Dawson-Mauldin Construction for Various Street, Alley and Sidewalk Improvement Project, Community Development Block Grant (C.D.B.G.) Project 14651.

---

---

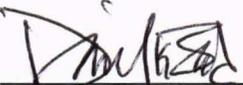
DISCUSSION:

Bids for construction of improvements for C.D.B.G. Project 14651, Street, Alley and Sidewalk Improvement Project, were opened on March 3, 2016. The bid results were as follows:

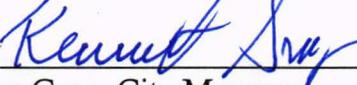
<b>Contractor</b>	<b>Bid Amount</b>
Dawson-Mauldin Construction	\$181,379.90
Don Berry Construction	\$208,866.00
Todd Companies	\$279,078.00

<b>COST:</b> (Enter cost of item to be purchased)		<b>BUDGET IMPACT:</b> (Enter amount this non-budgeted item will impact this years' budget – if budgeted, enter NONE).
\$181,379.90		None
<b>FUNDING:</b> (Enter the funding source for this item – if fund exists, enter the balance in the fund).		<b>ON-GOING COST:</b> (Enter the amount that will need to be budgeted each year – if one-time cost, enter NONE).
Funding Source: CDBG  Fund Balance:		None

**RECOMMENDATION:** Approve resolution awarding construction contract to Dawson-Mauldin Construction for C.D.B.G. Project 14651, Street, Alley and Sidewalk Improvement Project in the amount of \$181,379.90.

  
 Daniel Bond - City Engineer

3/31/16  
 Date

  
 Ken Grey, City Manager

3-31-2016  
 Date

We \_\_\_\_\_ and \_\_\_\_\_  
 Ken Grey, City Manager Steve Yribarren, Financial Consultant

do hereby agree that the funding for the above is correct and that enough funds exist to cover the expenditure.

**RESOLUTION NO. 2016- R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA AWARDING CONTRACT FOR STREET, ALLEY AND SIDEWALK IMPROVEMENT PROJECT (C.D.B.G. PROJECT NO. 14651)**

**WHEREAS**, the City of Selma has received funds through Community Development Block Grant (C.D.B.G.); and

**WHEREAS**, the plans and specifications for construction of improvements for Street, Alley and Sidewalk Improvement Project (C.D.B.G. Project No. 14651) have been prepared by Gateway Engineering, Inc. and approved by the City of Selma Public Works/Engineering; and

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

**WHEREAS**, the bids were opened on March 3, 2016.

**NOW THEREFORE BE IT RESOLVED**, that the contract for construction of improvements for Street, Alley and Sidewalk Improvement Project (C.D.B.G. Project No. 14651) is awarded to Dawson-Mauldin Construction, at a cost of \$181,379.90.

The foregoing Resolution was duly adopted at a regular meeting of the Selma City Council on April 4, 2016, by the following vote to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

---

Scott Robertson  
Mayor of the City of Selma

ATTEST:

---

Reyna Rivera  
City Clerk for the City of Selma

Check Register Report

l. d.

Date: 03/25/2016

Time: 4:54 pm

Page: 1

City of Selma

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>UNION BANK Checks</b>							
66753	03/15/2016	Printed		11420.347	NEW HOPE CHURCH	REFUND FIREWORK DEPOSIT	50.00
66754	03/15/2016	Printed		11945.465	SELMA HIGH SCHOOL	REFUND FIREWORK DEPOSIT	50.00
66755	03/17/2016	Printed		10100.099	A VINYL FENCE & DECK CO INC	FENCE MTRL-SECOND ST PROJECT	11,220.85
66756	03/17/2016	Printed		10100.410	A&S PUMP SERVICE	STORM DRAIN PUMP REPAIR	556.57
66757	03/17/2016	Printed		10180.850	ALVES ELECTRIC	CAMERA WORK/REC LIGHTS	6,272.92
66758	03/17/2016	Printed		10100.515	AT&T	FAX CHARGES	433.59
66759	03/17/2016	Printed		10340.385	AT&T MOBILITY	TELEPHONE-MDT'S	1,803.85
66760	03/17/2016	Printed		10210.255	BANNER PEST CONTROL INC	PEST CONTROL	441.00
66761	03/17/2016	Printed		10230.130	BENNETT & BENNETT, INC.	MISC IRRIGATION SUPPLIES	225.51
66762	03/17/2016	Printed		10310.455	CALIFORNIA WATER SERVICE	WATER SERVICE	5,650.67
66763	03/17/2016	Printed		10300.334	CDCE INCORPORATED	MDT MONTHLY LEASE-FD	840.00
66764	03/17/2016	Printed		10330.279	CENTRAL VALLEY LOCK & SAFE	LOCK & DUP KEYS	268.32
66765	03/17/2016	Printed		10330.283	CENTRAL VALLEY TOXICOLOGY INC.	DRUG TESTING CS# 16-0614	99.00
66766	03/17/2016	Printed		10340.149	CHICAGO TITLE COMPANY	2015 LEASE OBLIGATION BOND	9.30
66767	03/17/2016	Printed		10370.375	COMCAST	INTERNET SERVICE	1,060.00
66768	03/17/2016	Printed		10370.969	CORELOGIC SOLUTIONS LLC	REALQUEST SERVICE	481.25
66769	03/17/2016	Printed		10670.218	COUNTY OF FRESNO-COMM HEALTH D	DISPATCHING SERVICES	1,692.00
66770	03/17/2016	Printed		10371.240	COVANTA ENERGY LLC	EVIDENCE DESTRUCTION	590.27
66771	03/17/2016	Printed		10300.009	CPS	ACCT CLERK II WRITTEN TEST	522.50
66772	03/17/2016	Printed		10419.024	BRYAN DEGUCHI	12 ANGRY MEN VIDEO RECORDING	200.00
66773	03/17/2016	Printed		10430.071	DEPARTMENT OF JUSTICE	FINGERPRINTS	364.00
66774	03/17/2016	Printed		10440.072	DINUBA FIRE DEPARTMENT	FIRE MED PROGRAM	376.01
66775	03/17/2016	Printed		10597.043	EXPRESS TOWING	VEHICLE STORAGE FOR EVIDENCE	650.00
66776	03/17/2016	Printed		10610.605	FAMILY HEALING CENTER	MDIC INTERVIEW #15-4228	200.00
66777	03/17/2016	Printed		10670.050	FRESNO BEE	ART CENTER ADS	1,325.00
66778	03/17/2016	Printed		10670.270	FRESNO CO TREASURER-SHERIFF	CRIME SCENE INVESTIGATION	748.48
66779	03/17/2016	Printed		10670.292	FRESNO COUNTY AUDITOR'S OFFICE	COUNTY PARKING	50.00
66780	03/17/2016	Printed		10670.583	FRUSA EMS	AMBULANCE BILLING	6,476.41
66782	03/17/2016	Printed		10700.080	G&K SERVICES	LINEN/UNIFORM SERVICE	448.77
66783	03/17/2016	Printed		10710.617	GREG GARNER	CPCA TRAINING PER DIEM	260.00
66784	03/17/2016	Printed		10720.010	GATEWAY ENGINEERING, INC.	CIP,HSIP PROJECTS	28,930.00
66785	03/17/2016	Printed		10760.30	GUEST SERVICES	FIRE ACADEMY MEALS	300.48
66786	03/17/2016	Printed		10760.097	JUAN GUZMAN	12 ANGRY MEN SUPPLIES REIMB	318.77
66787	03/17/2016	Printed		10820.020	HEALTHEDGE ADMINISTRATORS INC.	DENTAL,CHIRO 3/2/16	1,083.98
66788	03/17/2016	Printed		10820.020	HEALTHEDGE ADMINISTRATORS INC.	ADMINISTRATIVE FEES	647.85
66789	03/17/2016	Printed		10820.020	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 3/9/16	1,949.09
66790	03/17/2016	Printed		10820.034	HEALTHWISE SERVICES	KIOSK MEDICAL WASTE	150.00
66791	03/17/2016	Printed		10820.702	HEWLETT-PACKARD FINANCIAL	LEASE FOR LEXMARK PRINTERS	8,075.90
66792	03/17/2016	Printed		11020.470	BRENT JENSEN	PARAMEDIC RECERT REIMB	265.00
66793	03/17/2016	Printed		11040.619	JERRY DEWAYNE JONES	INSTRUCTOR ICS 300	1,200.00
66794	03/17/2016	Printed		11050.650	JUDICIAL DATA SYSTEM	PARKING CITATIONS	100.00
66795	03/17/2016	Printed		11140.495	KINGSBURG VETERINARY CLINIC	K9 VACCINATIONS	64.94
66796	03/17/2016	Printed		11200.150	L.N. CURTIS & SONS	TURNOUTS	5,599.69
66797	03/17/2016	Printed		11220.027	LEE CENTRAL CALIFORNIA	PUBLICATIONS/NOTICES	400.32
66798	03/17/2016	Printed		11220.787	LEXIPOL LLC	LE IMPLEMENTATION SERVICE	75.00
66799	03/17/2016	Printed		11250.630	LOSS PROTECTION AND	MONTHLY SERVICE OF CONTAINERS	210.00
66800	03/17/2016	Printed		11340.800	METRO UNIFORM	POLICE REVOLVING ACCT	730.65
66801	03/17/2016	Printed		11360.245	MONEY MART	BUSINESS LIC OVERPAYMENT REIMB	331.00
66802	03/17/2016	Printed		11360.825	ISAAC MORENO	LUNCH FOR INTERVIEW PANEL	70.01

Check Register Report

Date: 03/25/2016

Time: 4:54 pm

Page: 2

City of Selma

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>UNION BANK Checks</b>							
66803	03/17/2016	Printed		11300.105	MUNISERVICES,LLC	STARS SERVICES 3RD QUARTER	500.00
66804	03/17/2016	Printed		11530.100	OFFICE DEPOT, INC.	OFFICE SUPPLIES	121.65
66805	03/17/2016	Printed		11610.243	MADISEN PADILLA	12 ANGRY MEN SCENIC ARTWORK	100.00
66806	03/17/2016	Printed		11610.155	PG&E	DEPOSIT FOR TRAFFIC SIGNAL	2,500.00
66807	03/17/2016	Printed		11650.606	POLYGRAPH PROFESSIONALS	POLYGRAPH EXAMS-PD	600.00
66808	03/17/2016	Printed		11660.845	PRINT MEDIA	BUSINESS LIC OVERPAYMENT REIMB	110.00
66809	03/17/2016	Printed		11810.361	RAY MORGAN COMPANY INC	MAINT/COPY AGREEMENT	841.07
66810	03/17/2016	Printed		11840.273	ROTARY CLUB OF SELMA	MEMBERSHIP DUES	91.00
66811	03/17/2016	Printed		11840.293	DEBORAH K ROWE	TRAINING CLASS REIMB	250.00
66812	03/17/2016	Printed		11820.195	DAN RUIZ	ICC CHAPTER MEMBERSHIP REIMB	30.00
66813	03/17/2016	Printed		11910.761	SAN JOAQUIN VALLEY AIR	REGISTRATION FOR STUMP GRINDER	186.00
66814	03/17/2016	Printed		11945.683	SELMA PROPERTIES	BUSINESS LIC OVERPAYMENT REIMB	9.00
66815	03/17/2016	Printed		11965.110	SOUTH COUNTY VETERINARY	MONTHLY FREEZER USE	175.00
66816	03/17/2016	Printed		11975.624	STERICYCLE, INC.	SERI-SAFE OSHA COMPLIANCE	95.47
66817	03/17/2016	Printed		11985.138	SUN LIFE	EMPLOYEE INSURANCE	1,033.81
66818	03/17/2016	Printed		12080.180	TYLER TECHNOLOGIES, INC.	ANNUAL MAINTENANCE AGREEMENT	4,384.59
66819	03/17/2016	Printed		12180.255	FABIAN URESTI	TRAINING CLASS REIMB	60.00
66820	03/21/2016	Printed		11230.150	LIBERTY CHEVROLET	2015 IMPALA LS	25,007.42

**Total Checks: 67**

**Checks Total (excluding void checks):**

**129,963.96**

**Total Payments: 67**

**Bank Total (excluding void checks):**

**129,963.96**

**Total Payments: 67**

**Grand Total (excluding void checks):**

**129,963.96**

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

April 4, 2016

---

---

---

**ITEM NO:** 2.

**SUBJECT:** Consideration and necessary action on request from Sikh Center of the Pacific Coast to waive fees for the annual Sikh Parade

---

---

**DISCUSSION:** The Sikh Center of the Pacific Coast has submitted a request to waive fees associated with the annual Sikh Parade.

Fees associated with this event include Special Events Permit, Street Closure Permit, Barricade Fees which total approximately \$3,000. The cost for Staff time; Public Works man hours, Police Contract Service, Fire Department Services are approximately \$5,400.

This event will take place on April 17, 2016, and will be the usual route. City Council may consider waiving fees for this event on a year to year basis or consider an ongoing fee waiver, with an option to review at any point of time.



## Reyna Rivera

---

**From:** Ike Grewal <ikegrewal@gmail.com>  
**Sent:** Wednesday, March 30, 2016 12:28 PM  
**To:** Reyna Rivera  
**Cc:** harvey@gillbrostrucking.com; gurneknagra@yahoo.com; Bryant Hemby  
**Subject:** Re: Annual Sikh Parade & Electric Sign

Hi Reyna, thank you for your email alerting us to add the fee waiver request to the Selma City Council meeting agenda. On behalf of the entire Sikh community and the Sikh Center of the Pacific Coast, I kindly request the City of Selma to waive all fees, charges, inclusive of all labor and material costs pertaining to the Annual Selma Sikh Parade scheduled on April 17, 2016. The fee waiver request also includes the proposed charges by the Selma Police Department for services to be rendered on the day of the Parade.

Thank you.

Ike Grewal, Media and Community Relations  
Sikh Council of Central California

On Wed, Mar 30, 2016 at 9:10 AM, Reyna Rivera <[ReynaR@cityofselma.com](mailto:ReynaR@cityofselma.com)> wrote:

Good morning Sirs:

I am working on the upcoming Council meeting packet for Monday, April 4<sup>th</sup>; and I was directed to add a couple of items to the agenda. The first of which is a fee waiver for the annual Sikh Parade, and the second is the fee waiver for the Conditional Use Permit for the Electric Sign at 2211 Highland. I will need these requests in writing, kindly forward that information over to me at your earliest convenience-(printing deadline is Thursday at noon). If you have any questions, please do not hesitate to give me a call/ or email me.

I appreciate your prompt attention to this matter, and invite you to attend the meeting as well.

Respectfully,

Reyna Rivera

City Clerk

City of Selma

1710 Tucker Street

Selma, CA 93662

## Reyna Rivera

---

**From:** Bryant Hemby  
**Sent:** Tuesday, March 29, 2016 10:50 AM  
**To:** Reyna Rivera  
**Subject:** sihk parade fees

Planning  
\$776.00 parade  
\$72.00 noise Permit  
\$50.00 Road closure

---

**From:** Reyna Rivera  
**Sent:** Tuesday, March 29, 2016 10:42 AM  
**To:** Bryant Hemby; Jerry Howell; Engineering; Joan Ferrales; Michael Kain; Mikal Kirchner; Greg Garner; Romeo Shiplee  
**Subject:** Sikh Parade

I need to know what/if any costs are incurred from your department for the Sikh parade, in order to prepare a staff report to accurately report what fees Council will be asked to waive. I need this \$ amount as soon as possible, since this will go to Council on Monday night April 4<sup>th</sup>.

Reyna Rivera  
City Clerk

City of Selma  
1710 Tucker Street  
Selma, CA 93662

559/891-2200 ext. 3104  
559/891-1068

Cost of City of Selma Public Works Employees

**Labor**

# men	2	
hours	8	
total hours	16	
fully burdened rate	\$ 74.48	
subtotal	\$ 1,191.68	
overtime	\$ 595.84	
Labor total		\$ 1,787.52

**Equipment**

1 ton truck	8	
rate	\$ 225.00	
		\$ 1,800.00
Barricades	422	
	\$ 5.00	
		\$ 2,110.00
Equipment total		<u>\$ 3,910.00</u>
<b>Grand Total</b>		<b>\$ 5,697.52</b>





Sikh Parade Cost

Fully Burden rate

2 persons

Firefighter/Paramedic \$93.97 6 hours Cost \$563.82

Firefighter/EMT \$82.74 6 hours Cost \$496.44

Total \$1060.26

---

---

ITEM NO:

3.

SUBJECT:

Consideration and necessary action on request from Sikh Center of the Pacific Coast to waive fees for Conditional Use Permit

---

---

**DISCUSSION:** The Sikh Center of the Pacific Coast has submitted a request to waive fees associated with a Condition Use Permit for their proposed reader board sign located at 2211 Highland.

Approximate fees for a reader board sign equate to \$5,380. These fees include the Conditional Use Permit itself, Environmental Assessment, Fresno County Filing fees and Public Noticing.

The Selma Municipal Code requires a Conditional Use Permit under Selma Municipal Code 11-28-6-2 (F) 13. Electronic SMC Reader Board: A conditional use permit shall be required for all electronic reader boards. Electronic reader boards shall not exceed eight hundred (800) square feet in area and shall not be mounted at a height of more than seventy five feet (75'). The sign area of an electronic reader board shall not be counted against other permitted signage and may be combined with other permitted signage. Conditional use permits shall be applied for and processed as per this Title (Chapter 11-16). Electronic reader boards shall not contain any display or illumination which is in motion or appears to be in motion or changes in intensity or exposes its message for less than four (4) seconds. The interval between messages shall not be less than one second. (Ord. 95-9, 8-7-95)

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

---

**RECOMMENDATION:** Consider request from the Sikh Center of the Pacific Coast to Waive fees associated with the proposed reader board sign.

---

  
 \_\_\_\_\_  
 Ken Grey, City Manager

3-31-2016  
 \_\_\_\_\_  
 Date

---

We \_\_\_\_\_ and \_\_\_\_\_  
 Ken Grey, City Manager Steve Yribarren, Financial Consultant

do hereby agree that the funding for the above is correct and that enough funds exist to cover the expenditure.

## Reyna Rivera

---

**From:** Gurnek Nagra <gurneknagra@yahoo.com>  
**Sent:** Wednesday, March 30, 2016 12:11 PM  
**To:** Reyna Rivera; 'ikegrewal@gmail.com'; 'harvey@gillbrostrucking.com'  
**Cc:** Bryant Hemby  
**Subject:** Re: Annual Sikh Parade & Electric Sign

Hi Reyna Rivera,

First of all thanks for adding these 2 items on the agenda for upcoming meeting on 4th April. Please consider our request to wave the fee for annual Sikh Parade and electric sign. Sikh Center of The Pacific Coast is a non-profit organization and the electric sign will not be used for any business profit and it will be used for community related events. If you need anything else please call me or email me.

Thanks again,

Gurnek S Nagra  
Cell# 559-288-2780  
E-Mail: [gurneknagra@yahoo.com](mailto:gurneknagra@yahoo.com)

On Wednesday, March 30, 2016 9:10 AM, Reyna Rivera <[ReynaR@cityofselma.com](mailto:ReynaR@cityofselma.com)> wrote:

Good morning Sirs:

I am working on the upcoming Council meeting packet for Monday, April 4<sup>th</sup>; and I was directed to add a couple of items to the agenda. The first of which is a fee waiver for the annual Sikh Parade, and the second is the fee waiver for the Conditional Use Permit for the Electric Sign at 2211 Highland. I will need these requests in writing, kindly forward that information over to me at your earliest convenience-(printing deadline is Thursday at noon). If you have any questions, please do not hesitate to give me a call/ or email me.

I appreciate your prompt attention to this matter, and invite you to attend the meeting as well.

Respectfully,

Reyna Rivera  
City Clerk

City of Selma  
1710 Tucker Street  
Selma, CA 93662

559/891-2200 ext. 3104  
559/891-1068

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

April 4, 2016

**ITEM NO:**

4.

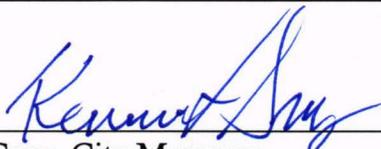
**SUBJECT:**

**Consideration and necessary action on request to support and participate in the proposed Southeast Fresno Community Economic Development Association, Inc.**

**DISCUSSION:** The City of Selma received a request to support and participate in the proposed JPA Southeast Fresno Community Economic Development Association, Inc. (SEFCEDA); and appoint a representative and alternate from Council to serve on the Board of Authority.

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

**RECOMMENDATION:** Consider request from the Southeast Fresno Community Economic Development Association and the draft Joint Powers Authority Agreement.

  
Ken Grey, City Manager

3-31-2016  
Date



March 21, 2016

Ken Grey  
City Manager  
City of Selma  
1710 Tucker Street  
Selma, CA 93662

Dear Mr. Grey:

On behalf of the Southeast Fresno Community Economic Development Association, Inc (SEFCEDA) we would like to request that your City Council consider taking the following actions:

1. Accept our invitation to participate in the formation of the Southeast Fresno Regional Park and Soccer Complex Authority and approve the attached draft Joint Powers Authority Agreement (Exhibit A);
2. Appoint a representative and alternate representative of your Council to serve on the Board of the Authority which is required to meet at least once a year.

**BACKGROUND**

The Fresno Region ranks at the bottom of national parks surveys and the availability of parks and soccer fields in low income communities continues to be very limited. Parks and soccer fields are an important tool to improve the quality of life and health of residents, provide a positive environment for our youth and reduce crime and promote a more positive economic and community development impact.

The National Park Service (NPS) of the US Department of the Interior has notified SEDCEDA of the opportunity to consider an application/proposal for the donation of a 49-acre property located at 2155 South Peach Ave. (About 1 mile North from Jensen Avenue). This property can only be used for the construction of a park and recreational facilities. The City of Fresno received this property 10 years ago and has recently notified the NPS that it has abandoned plans to build a park on that site. Therefore, SEFCEDA is working in the formation of a Joint Powers Authority to file a proposal with the NPS before the April 15, 2016 deadline. (A copy of the NPS letter is attached as Exhibit B).

It is anticipated that the Southeast Fresno Regional Park and Soccer Complex will serve and benefit the residents of the communities of Calwa, Malaga and Del Rey and the cities of Sanger, Fowler, Parlier, Selma and the City and County of Fresno. Exhibit C shows the proposed service area for this project.

**[www.SEFCEDA.org](http://www.SEFCEDA.org)**

P.O. Box 8817 • Fresno, CA 93747 • TEL: (559) 453-0124 • FAX: (559) 255-7635

April 4, 2016 Council Packet

PROJECT SCOPE:

In the last 12 months, SEFCEDA and many other community groups and soccer leagues have been working together in seeking community input to develop a proposal for submittal to the NPS. This community input has resulted in the development of SEFCEDA's current park and soccer fields proposal which has two main components: 1) A 30-acre soccer complex to be located on the Southern parcel of the property that can accommodate 8 adult soccer fields which can be multiplied into many more when smaller youth soccer fields are created; and 2) A 19-acre regional park located on the Northern parcel of the property. Currently this parcel has three boarded up historic buildings and an existing 5-acre community garden. A new community center complex and two multipurpose halls are being proposed in addition to various sports courts and picnic areas. These parcels are separated by a railroad track. A copy of a conceptual plan for this project is attached as Exhibit D. This conceptual plan will be submitted to the NPS and future changes are subject to the review and approval of the NPS.

FISCAL AND ECONOMIC IMPACT:

Construction Cost. It is estimated that the cost to build the soccer complex will be \$8.2 million. The total construction cost of this project for all components is estimated at \$12.0 million. Steps to be taken to reduce the unfunded cost of construction of this project will be to seek available grants for the construction of parks and soccer fields from state and federal agencies, US Soccer Federation and other sources. Additional fundraising will take place in a major nationwide fundraising campaign, including the search of corporate sponsors and private foundations that provide funding for this type of project and contributions will also be sought from local businesses and developers. The donation of professional services can also reduce project construction costs like services contributed by environmental experts, professional engineers, architects, grading and construction companies, educational institutions and park associations. For example, professors from the Parks Administration Department of California State University, Fresno and Precision Civil Engineering have already donated their professional services for the benefit of this community project.

Estimated revenues to be generated by this project from regional soccer tournaments, community festivals and events, user fees of soccer facilities, parking fees, advertising charges, concession stands sales, buildings lease revenue are estimated at \$325,000 a year at build out. These revenues in combination with other funding sources can be used by the Authority to issue revenue bonds or new market tax credits or other type of conventional financing to pay for the unfunded costs of construction and ongoing maintenance of this project. The Soccer Complex phase which generates the highest level of revenue will be built first.

The Northern California Community Loan Fund is evaluating the estimated revenues of this project to determine the feasibility of various financing options to fund unfunded construction costs associated with this project.

Ongoing Maintenance Costs. The planned participation of volunteers from soccer leagues and the community in the maintenance of the facilities will help maintain these costs as low as possible. It is estimated that the total cost of maintenance for this project at build out will be about \$168,000 a year.

Other supporters of this project include the Fresno Building Healthy Communities, Cultiva la Salud, Centro La Familia, the Fresno Economic Opportunities Commission, the Roosevelt Youth Soccer League, Cesar Chavez Campesinos Adult Soccer League, East Fresno Soccer League, Pumas Soccer Club and the Hmong Farmers Organization, Latino Peace Officers Association. Other organizations and soccer clubs from the neighboring communities are welcome to become part of this project.

Economic Impact. It has been determined that in addition to improving the quality of life and health of residents, this project will bring regional soccer tournaments and community festivals and other regional community events that will generate tourism and bring more visitors to the region and generate more revenues to the hotel, restaurant and retail sectors of the area, and it is possible to spread these benefits to all neighboring communities if the promotion of these tournaments is combined and connected with facilities located in the communities of the Member Agencies.

Additionally, this project will include a job training project component during and after construction is completed to better prepare volunteers who help. This partnership also provides the opportunity to create other regional projects between the member agencies like bicycle trails and beautification projects that interconnect communities and others.

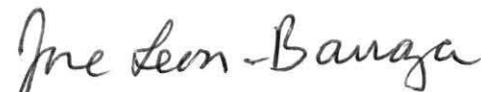
#### POWERS OF THE SOUTHEAST FRESNO REGIONAL PARK AND SOCCER COMPLEX AUTHORITY.

California Government Code sections 6500 through 6515, permits two or more local public entities to jointly exercise, under an agreement, any power which is common to each of them. Under the Joint Powers Law, the authority is created as a public entity, separate and apart from the parties to this Agreement. The Authority can incur debts, liabilities and obligations and to encumber real or personal property; but no debt, liability or obligation of the Authority is a debt, liability or obligation of any Member Agency which is party to a JPA Agreement.

The Board of the Authority is required to meet at least one time a year and its primary responsibility is to adopt a budget and appoint the key officials of the Authority, like the Chief Executive Officer(CEO), the Treasurer and the Secretary. The CEO manages the day to day operations of the Authority. An Executive Committee comprised of staff of the Member Agencies performs an oversight function of the affairs of the Authority and meets as frequently as it is necessary. A copy of the proposed organizational chart for the Authority is attached as Exhibit E.

In the first meeting of the Joint Powers Authority Board, the Board will be asked to approve a resolution in support of authorizing the submittal of an application/proposal to the National Park Service that complies with the terms and conditions and requirements of the NPS to seek the donation of a 49-acre site located at 2155 South Peach Avenue in Fresno. The proposal must be submitted to the NPS no later than April 15, 2016.

Respectfully submitted,



Jose Leon-Barraza, President & CEO  
SEFCEDA, Inc.

**EXHIBIT A**

**JOINT POWERS AGREEMENT CREATING THE  
SOUTHEAST FRESNO REGIONAL PARK AND SOCCER COMPLEX AUTHORITY**

This Joint Powers Agreement (hereinafter "Agreement") among the local Member Agencies which are signatory to this Agreement is for the purpose of working together in seeking the private and public resources necessary to address the need for more parks and soccer fields in the Southeast Fresno Region.

This Agreement is effective as to individual Member Agencies when it is executed as set out herein. The member agencies shall be the local public entities listed in Exhibit "A"

**RECITALS**

This Agreement is predicated upon the following facts:

WHEREAS, the following State laws, among others, authorize the Member Agencies to enter into this Agreement:

a) California Government Code section 990.8, permitting two or more public agencies to enter into an agreement to jointly fund expenditures under the authority of California Government Code sections 65000 through 6515; and

b) California Government Code sections 6500 through 6515, permitting two or more local public entities to jointly exercise, under an agreement, any power which is common to each of them; and

WHEREAS, the National Park Service of the U. S. Department of the Interior under its Federal Land to Parks Program has 49 acres of land available for the construction of a park and recreational facilities; and

WHEREAS Southeast Fresno public entities organized and operating under the laws of the State of California are creating a Joint Powers Authority to apply for seeking the donation of said land and prepare a proposal for the construction and ongoing operation of a regional park and soccer complex on that site; and

WHEREAS, the Member Agencies have determined that, in order to broaden the support of a regional park and soccer complex proposal, it is necessary and desirable to encourage the participation of partners and use of volunteer work from community-based service organizations, green space and parks advocates, soccer leagues and sports organizations, professional engineering and park associations, corporations and foundations and interested individuals in the work of this Authority; and

WHEREAS, it has been determined that more parks and soccer facilities provide opportunities for more constructive activities and healthy environment for our youth, families and senior citizen to promote better health and have a more positive impact in the reduction of crime in our communities; and

WHEREAS, it has been determined that regional soccer tournaments and community festivals and other regional events generate tourism and bring more visitors to the region and generate more revenues to the hotel, restaurant and retail sectors of the area, and it is possible that promotion of these tournaments be combined and connected with facilities located in the communities of the Member Agencies; and.

WHEREAS, the revenue generated from regional soccer tournaments, community festivals and events, user fees of soccer facilities, advertising charges, concession stands sales and other promotional and fundraising campaigns would contribute to offsetting the financing costs and ongoing costs associated with this project. The ultimate goal is to make this project a self-funded regional park and soccer complex.

NOW, THEREFORE, for and in consideration of all the mutual benefits, covenants, and agreements contained herein, the parties hereto agree as follows:

#### ARTICLE 1. PURPOSE

This Agreement is entered into by Member Agencies pursuant to the provisions of California Government Code section 6500, et seq., in order for the Authority to seek the private and public resources necessary to address the need for more parks and soccer fields in the Southeast Fresno Region. This project is based on the premise that regional park space deficiencies require regional solutions.

The first step in this process will be the preparation of a proposal/application for construction of the Southeast Fresno Regional Park and Soccer Complex to be submitted to the National Park Service for the donation of a 49-acre park site. Said proposal will contain a conceptual plan and tentative components of a regional park and soccer complex proposed for construction on that site. This project will require the continued partnership of the Authority with community-based service organizations, green space and parks advocates, soccer leagues and sports organizations, professional engineering and park associations, corporations and foundations and interested individuals. Volunteers will be encouraged to participate in the development, implementation and ongoing operation of this project.

The Authority will play an important role in coordinating fundraising efforts for the regional park and soccer complex. Fundraising will include carrying out a major fundraising campaign nationwide, including the search of corporate sponsors and private foundations that provide funding for this type of project. Grant applications will be submitted to State and Federal sources. Contributions will also be sought from local businesses and developers. The donation of professional services will be sought from environmental experts, professional engineers, architects, educational institutions, park associations.

Organizations like the Trust of Public Land that help communities in obtaining funding for these type of projects will be asked to help the Authority.

The Authority will also assess the feasibility of using revenue bonds or new market tax credits that can be paid from revenues to be generated by this project.

It is also the purpose of this Agreement to provide for the removal of participating agencies for cause or upon request.

#### ARTICLE 2. DEFINITIONS

Unless the context otherwise requires:

- (a) "Authority" means the Southeast Fresno Regional Park and Soccer Complex Authority created by this Agreement;
- (b) "Board" means the governing Board of Directors of the Authority, the composition of which is defined by Article 6(a) of this Agreement;
- (c) "Joint Powers Law" means Title I, Division 7, Chapter 5, Articles 1 through 4, (commencing with section 6500) of the California Government Code.

(d) Member Agency" means any of the local public entities which are parties to this Agreement and members of Authority;

#### ARTICLE 3. PARTIES TO THE AGREEMENT

Each party to this Agreement certifies that it intends to, and does, contract with all other parties which are signatory to this Agreement and, in addition, with such other parties as may later be added as parties and signatories to this Agreement pursuant to Article 21 of this Agreement. Each party to this Agreement also certifies that the withdrawal of any party from the remaining parties' intent to contract as described above with the other parties then remaining on this Agreement.

#### ARTICLE 4. CREATION OF THE AUTHORITY

Pursuant to the Joint Powers Law, it is reaffirmed that the authority is created as a public entity, separate and apart from the parties to this Agreement. Notice of the creation of this Authority shall be sent to the office of the California Secretary of State within thirty (30) days after the effective date of this Agreement.

This Agreement is effective as against each Member Agency as of the date such Member Agency executes this Agreement and continues until this Agreement is terminated as hereinafter provided.

#### ARTICLE 5. POWERS OF THE AUTHORITY

a) The Authority is authorized , in its own name, to engage in all acts necessary for the exercise of those powers referred to in the second recital hereinbefore, including but not limited to, each of the following:

(1) Promote and support the creation of better parks and recreational facilities in the Southeast Fresno Region.

(2) to apply for, accept, receive and disburse grants, loans and other aids from any Agency or subdivision of the United States of America, the State of California, or the County and the City of Fresno.

(3) to make and enter into contracts;

(4) to incur debts, liabilities and obligations and to encumber real or personal property; but no debt, liability or obligation of the Authority is a debt, liability or obligation of any Member Agency which is party to this Agreement, except as otherwise provided by Articles 20 and 21 of this Agreement;

(5) to acquire, hold and dispose of personal property;

(6) to receive, hold and dispose of contributions and donations of property, funds, services and other forms of assistance from any source;

(7) to sue and be sued in its own name, and settle any claims against it;

(8) to employ agents and employees;

(9) to receive, collect, invest and disburse monies;

(10) to receive and use contributions and advances from Member Agencies as provided in California Government Code section 6504, including contributions or advances of personnel, equipment or property;

(11) to appoint a Treasurer and invest any money in its treasury that is not required for its immediate necessities, pursuant to California Government Code section 6505.5;

(12) to exercise other reasonable and necessary powers in furtherance or support of any purpose of the Authority or power granted by the Joint Powers Law, this Agreement, or the Bylaws of the Authority.

(b) These powers shall be exercised in the manner provided by law and in accordance with the requirements of the Board where specifically designated in this Agreement, and except as expressly set forth in this Agreement, subject only to those restrictions upon the manner of exercising the powers which are imposed upon local public entities in the exercise of similar powers.

#### ARTICLE 6. GOVERNING BOARD

a) Composition of the Board. The Authority shall be governed by a Board of Directors. Each Member Agency shall be entitled to one Director on the Board with an alternate to be appointed by the Member Agency to serve in the absence of each Member Agency's Director. Each Director shall be entitled to vote on all decisions of the Board. The Board shall elect its own officers from among the Directors. Officers of the Board shall consist of a Chairperson and a Vice-Chairperson. Each of the two officers of the Board shall have a term of twelve (12 months). Each Member Agency shall appoint as its Director and representative of the Board a member of the Member's Agency City Council or Special District Board. A Director is not entitled to compensation from the Authority. However, the Board may authorize reimbursement for actual expenses, consistent with Board policies, incurred by a Director in connection with the Director's duties, as authorized by the Board. The Board shall appoint a Treasurer to handle the fiscal affairs of the Authority.

(b) Vacancy in Board Leadership. Any vacancy created in the officers of the Board shall be filled as soon as practicable by a majority vote of the Board.

(c) Removal from the Board. A Director or Alternate Director shall be removed from the Board upon occurrence of anyone of the following events:

(1) Receipt by the Authority of written notice from the appointing Member Agency of the removal of the Director or Alternate Director, together with a certified copy of the resolution of the legislative body of the Member Agency effecting such removal;

(2) the withdrawal of the Member Agency from this Agreement;

(3) the death or resignation of the Director or Alternate Director, or

(4) receipt by the Authority or written notice from the Member Agency that the Director or Alternate Director is no longer qualified as provided for in section (a) of this article.

(d) Powers of the Board. The Board shall have the following powers:

(1) except as otherwise provided in this Agreement, to exercise all powers and conduct all business of the Authority, either directly or by delegation to other bodies or persons;

(2) to form, as provided in Article 9(a) of this Agreement, such committees as it deems appropriate to conduct the business of the Authority; and the membership of such committees may consist in whole or in part of persons who are not members of the Board; and any committee, a majority, a majority of which is Directors, may function only in an advisory capacity;

(3) to cause to be prepared, and to review, modify as necessary, and adopt, the annual operating budget of the Authority, which adoption may not be delegated;

(4) to appoint a Treasurer;

(5) to appoint a Secretary;

(6) to appoint a Chief Executive Officer

(6) to receive, review and act upon periodic reports and audits of funds of the Authority, as required by Article 15 of this Agreement;

(7) to assess Members Agencies and disburse funds as herein provided;

(8) to establish an annual budget as required;

(9) to adopt such Bylaws and regulations for the conduct of meetings as are necessary; and

(10) such other powers and duties as are reasonably necessary to carry out the purpose of the Authority.

#### ARTICLE 7. BOARD MEETINGS AND VOTING.

(a) Regular and Special Meetings. The Board shall hold at least one regular meeting each year. The Board shall fix the date, hour and place for each regular meeting. The Chairperson may request special meetings as necessary. Special meetings may also be called upon written request by a majority of the Member Agencies. Notice of such special meetings shall be delivered personally or by US mail or electronic mail to each Director at least twenty-four(24) hours before the time of such meeting.

(b) The Ralph M. Brown Act. Each meeting of the Board, including without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held and conducted in accordance with the Ralph M. Brown Act, California Government Code section 54950, et seq.

(c) Minutes. The Secretary of the Authority shall keep minutes of regular, adjourned regular, and special meetings of the Authority. As soon as practicable after each meeting, the Secretary shall forward to each Director a copy of the minutes of such meeting.

(d) Quorum. A majority of the Directors is a quorum for the transaction of business. A vote of the majority of a quorum at a meeting is sufficient to take action.

(e) Each Director shall have one (1) vote.

#### ARTICLE 8-SELECTION OF OFFICERS

Except as may be otherwise provided by the Bylaws of the Authority, the Board shall elect a new Chairperson and Vice-Chairperson as the annual membership meeting. Each Director shall assume the duties of his or her office upon election or appointment. The Chairperson shall preside at and conduct all meetings of the Board. The Chairperson shall preside at and conduct all meetings of the Board. In the absence or inability of the Chairperson to act, the Vice-Chairperson shall preside. If any Director ceases to be a member of the Board, the resulting vacancy shall be filled as soon as practicable by the City Council or Special District Board of the Member Agency with the Board vacancy.

## ARTICLE 9. COMMITTEES

a) The Board may establish committees, as it deems appropriate to conduct the business of the Authority. Members of Committees shall be appointed by the Board. Each Committee shall have the duties as determined by the Board. Each Committee shall meet on the call of its Chairperson or a majority of the committee members, and shall report to the Executive Committee and the Board at their regular meetings.

b) There shall be established an Executive Committee composed of the City Managers/Special District General Managers of each Member Agency. The Chief Executive Officer shall serve as staff and nonvoting member of the Executive Committee and the Board. The Chief Executive Officer will periodically report to these bodies as requested.

The officers of the Executive Committee will reflect the structure of the Board of the Authority as to the Chair and Vice-Chair, Treasurer and Secretary positions as they represent the participating agencies of the Authority. The incumbents on these positions shall participate in the meetings of the Executive Committee as voting members.

The Executive Committee shall have the following duties, subject to the control and authority of the Board:

- 1) to review recommendations regarding the use of personnel and equipment from Member Agencies;
- 2) to review appeals and make the final decision as to whether consultants or independent contractors should be retained by the Authority;
- 3) to facilitate the availability of information and resources to the Authority to encourage the preparation of grant applications for the Southeast Fresno Regional Park and Soccer Complex including, designations or eligibility for Federal, State or local parks programs for the benefit of the region.
- 4) to regularly report to the City Councils and Boards of Special Districts of the Member Agencies on the status of various projects and programs of the Authority.
- 5) Consider appointment recommendations from the Chief Executive Officer for the selection of members of the Regional Park, Soccer Complex and Fundraising Committee. Members of the Executive Committee may also nominate individuals for appointment consideration by the entire Executive Committee.

c) There shall be established three committees and their chairs who are appointed by a majority of each committee shall participate on the Executive Committee as voting members. The role of these committees is to make recommendations to the Board and the Executive Committee on matters pertaining to their respective area. Those committees shall include:

1. A Regional Park Committee. This Committee will make recommendations on all items relating to the operation of the regional park component of this project. Including but not limited on the programs, services, amenities and recreation and cultural opportunities and charges to the public to be included in said park.
2. Soccer Complex Committee. This Committee will make recommendations on all items relating to the operation of the soccer park component of this project. Including but not limited on the programs, services, amenities and opportunities to be included in said park.
3. Fundraising Committee. This Committee will make recommendations on fundraising strategies, events, and opportunities to seek donations from various sources to develop and improve this regional park and soccer complex project.

#### ARTICLE 10. STAFF

The Board shall provide for the appointment of such staff as may be necessary for the administration of the Authority. The Board shall appoint the Chief Executive Officer of the Authority and set the compensation level of the selected individual as mutually agreed. Members of the staff or employees of the Authority shall be compensated in such a manner as shall be approved by the Board as permitted by applicable law.

The duties of the Chief Executive Officer shall be as follows:

- 1) Manage the day-to-day operations and projects of the Authority and do all things necessary to implement the policies of the Board regarding the regional park and soccer complex.
- 2) to supervise and direct the actions of staff, independent contractors or others implementing the work program of the Authority
- 3) Coordinate the fundraising efforts and grant preparation work for the Authority.
4. Work with all committees created by the Board and/or the Executive Committee
5. Hire, train, evaluate, discipline and fire staff of the Authority.
6. Monitor expenditures and revenues of the Authority and recommend changes to the budget as necessary.

#### ARTICLE 11. FISCAL YEAR.

The "fiscal year" of the Authority is the period from the first day of July of each year to and including the last day of June of the next year. The first partial fiscal year for the Authority shall be the period of time from the effective date of this Agreement through June 30, 2016.

#### ARTICLE 12. ESTABLISHMENT AND ADMINISTRATION OF FUNDS.

- a) The Authority, through its Treasurer, may establish such funds, as the Board considers necessary.
- b) All Authority funds shall be deposited in one or more of the following:
  - 1) The treasury of the Member Agency from which the Treasurer of the Authority is selected;
  - 2) a bank or savings and loan association selected by the Board; or
  - 3) the treasury of the State of California

c) The Treasurer shall invest and reinvest the Authority's funds in compliance with California Government Code section 53601 or any other provision of law governing the investment of public agency monies as may be enacted and become effective from time to time. All interest received on the Authority's invested funds shall be credited to the respective fund or the Authority from which the investment was made.

d) The Treasurer shall authorize the drawing of warrants on funds only in accordance with procedures established by the Board.

#### ARTICLE 13-BUDGET

The authority shall adopt an annual budget no later than August 1st for each fiscal year.

#### ARTICLE 14. ASSESSMENT OF FEES

a) Member Agencies. The Board may establish such fees or costs of administration of the Authority as it deems necessary, and may establish assessments to the Member Agencies as necessary to pay for the administration of the Authority as shown in the adopted budget. The Board shall adopt an annual budget, including any necessary assessments by a unanimous vote of the full Board. Member Agencies shall be provided a reasonable explanation of all assessments or fees and shall be provided a period of ninety (90) days after July 1st. of each year within which to make payment.

#### ARTICLE 15. ACCOUNTS, RECORDS AND AUDITS

a)Accounts and Records. The Treasurer shall establish and maintain the funds and accounts in accordance with generally accepted accounting practices and shall maintain such other records as the Board requires. Books and Records of the Authority in the possession of the Treasurer shall be open to inspection at all reasonable times by designated representatives of the Member Agencies. Within ninety (90) days after the close of each fiscal year, the Treasurer shall give a complete written report of all financial activities for that fiscal year to each Member Agency. The Authority shall adhere to the standard of strict accountability for funds as set forth in the Joint Powers Law.

b) Audits. The Board shall contract with a Certified Public Accountant to perform an annual audit of the accounts and records of the Authority at the end of each fiscal year in which a budget is established. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under California Government Code section 26909 and shall conform to generally accepted auditing standards. When an audit is completed, the authority shall have a copy of the audit report filed as a public record with each Member Agency. The audit report shall be filed within six (6) months after the end of the fiscal year under examination. The Authority shall bear the costs of the audit, which costs are a charge against the operating funds of the Authority.

///

ARTICLE 16. RESPONSIBILITY FOR MONIES AND PROPERTY

The Treasurer of the Authority shall have custody of and shall disburse Authority funds as directed by the Board or in the case of authority delegated to the Executive Committee, as directed by the Executive Committee or in the case of authority delegated to the Chief Executive Officer, as directed by the Chief Executive Officer.

ARTICLE 17. MEMBER AGENCY RESPONSIBILITY

Each Member Agency has the following responsibilities:

- a) to appoint a Director and an Alternate Director to represent the interests at Authority Board meetings and to remove such persons, if necessary, as provided in Article 7 of this Agreement;
- b) to pay its assessments, costs and fees, and any adjustments thereto, promptly when due to the Authority. After withdrawal or termination, such a Member Agency shall pay promptly to the Authority its share of any unpaid costs and fees, when and if required of it by the Board under Article 19 and 20 of this Agreement.
- c) to provide the Authority with such other information or assistance as may be necessary for the Authority to carry out the parks and soccer complex programs under this Agreement; and
- d) to provide an appointee to the Executive Committee as specified in this Agreement.

ARTICLE 18. CANCELLATION

The Authority shall have the right to cancel any Member Agency's or Affiliate member's membership in the Authority upon two-thirds vote of the full Board for non-payment of assessments or for other violations of the rules and regulations of the Authority. Any Member Agency or Affiliate Member so cancelled shall, on the effective date of the cancellation, be treated the same as if the Member Agency or Affiliate Member had voluntarily withdrawn from this Agreement.

ARTICLE 19-WITHDRAWAL

A Member Agency may withdraw from membership in the Authority upon adoption of a resolution authorizing withdrawal and the filing of notice thereof with the Authority.

A Member Agency that withdraws as a party to this Agreement shall not be reconsidered for new membership until the expiration of one year from the effective date of the Member Agency's withdrawal.

The withdrawal of any Member Agency from this Agreement shall not terminate this Agreement, and no Member Agency, by withdrawing, shall be entitled to payment for, or return of, any property paid or donated by the Member Agency to the Authority, or to any distribution of assets.

If a Member Agency provides less than the required notification of termination or withdrawal, or if such notice is not clear and unequivocal, the Member Agency shall remain a participant for the next fiscal year.

#### ARTICLE 20- TERMINATION OF THE AUTHORITY AND DISTRIBUTION OF ASSETS

This Agreement may be terminated only by the written consent of two-thirds (2/3) of the Member Agencies; provided, however, that this Agreement and the Authority shall continue to exist for the purpose of disposition of all claims, distribution of assets, and all other functions necessary to wind up the affairs of the Authority.

Upon termination of this Agreement, all assets of the Authority shall, after payment of all unpaid costs, expenses and charges incurred under this Agreement, be distributed among the parties that have been participants.

The Board is vested with all powers of the Authority for the purpose of concluding and dissolving the business affairs of the Authority. The decision of the Board under this Article shall be final.

#### ARTICLE 21-NEW MEMBERS

Additional qualified agencies shall be permitted to become parties to this Agreement with the written approval of a majority of the members of the Board and upon compliance with all applicable requirements of the Joint Powers Law, this Agreement, and the requirements of the Board. Local public entities joining the Authority under this Article shall be required to pay their share of organizational expenses as determined by the Board. The Board may also charge an entrance fee to new members, which fee shall be distributed on a pro rata basis among the original Member Agencies of the Authority to pay their initial expenses in creating the Authority. The date of admission of a new member to the Authority shall be determined by the Board.

#### ARTICLE 22. LIABILITY OF MEMBER AGENCIES, DIRECTORS, OFFICERS AND COMMITTEE MEMBERS.

The debts, liabilities, and obligations of the Authority shall not be the debts, liabilities and obligations of the Member Agencies. Any Member Agency may separately contract or assume responsibility for specific debts, liabilities, or obligations of the Authority pursuant to section 895.2 of the California Government Code.

The members of the Board and officers and committee members of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. They shall not be liable for any mistake of judgment or any other action made, taken or omitted by any agent, employee or independent contractor selected with reasonable care, nor for loss incurred through investment of Authority funds, or failure to invest. No Director, officer or committee member shall be responsible for any action taken or omitted by any other Director, officer or committee member. No Director, officer or committee member shall be required to give a bond or other security to guarantee the faithful performance of his or her duties pursuant to this Agreement.

#### ARTICLE 23. NOTICE

Notices and other communications to Member Agencies under this Agreement shall be sufficient if delivered or sent by first-class mail to the office of the City Manager or Special District General Manager of the respective Member Agency. Each Member Agency under this Agreement shall provide the Authority with the address to which such communications are to be sent. Notices and other communications to the Authority shall be sufficient if delivered or sent by first-class mail to the office of the Chairperson of the Authority. The Authority shall provide each Member Agency with the address of such officer promptly after his or her election.

#### ARTICLE 24. PROHIBITION AGAINST ASSIGNMENT

No Member Agency may assign any right, claim, or interest item may have under this Agreement, and any purported assignment shall be void. No Creditor, assignee, or third party beneficiary of any Member shall have the right, claim, or title to an y part, share, interest, fund, premium or Asset of the Authority

#### ARTICLE 25. AMENDMENT OF THIS AGREEMENT.

This Agreement may be amended from time to time with the consent of a majority of the Member Agencies of the Authority, acting through their legislative bodies, and in compliance with all applicable requirements of the Joint Powers Law. Except, however, that amendments relating to the fiscal or budgetary provisions of this Agreement shall only be approved by a unanimous vote of the city council or the special district boards of the Member Agencies. Any amendment to this Agreement shall become effective upon receipt by the Authority of notice of the approval of such amendment by the legislative bodies of a majority of the Member Agencies and satisfaction of the applicable requirements of the Joint Powers Law.

#### ARTICLE 26. AGREEMENT COMPLETE.

The forgoing constitutes the full and complete agreement of the parties with respect to the matters set forth in this Agreement.

Should any portion , term, condition or provision of the Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions shall not be affected thereby.

#### ARTICLE 27. FILING WITH THE SECRETARY OF STATE.

The Secretary of the Board shall file a copy of the Agreement with the Office of the California Secretary of State within thirty (30) days of its execution as required by California Government Code section 6503.5.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers.

Date \_\_\_\_\_

CITY/DISTRICT OF \_\_\_\_\_

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

ATTEST:

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

**RECORDED VOTE ACTION:**

Yes:

No:

Abstained:

Absent:

**MEMBERS AGENCIES OF**

**THE SOUTHEAST FRESNO REGIONAL PARK AND SOCCER COMPLEX AUTHORITY**

(List with their address)



United States Department of the Interior

NATIONAL PARK SERVICE  
 PACIFIC WEST REGION  
 333 Bush Street, Suite 500  
 San Francisco, CA 94104-2828



IN REPLY REFER TO:

L32(PWR-PR)

February 8, 2016

Jose Leon-Barraza, President/CEO  
 Southeast Fresno Community Economic Development Association  
 PO Box 8817  
 Fresno, California 93747

Re.: 9-A-CA-1578 former USDA Horticultural Crops Research Lab / Peach-Butler Park

Dear Mr. Leon-Barraza:

Thank you for your letter dated December 12, 2015, in which you expressed interest in fulfilling the public park purpose at the Peach-Butler property by transfer to another governmental entity in light of the City of Fresno's decision to abandon its park plans for the site. We have also received by e-mail your draft concept plan for the site.

As you know, the property was received by the City of Fresno as a public benefit conveyance through the Federal Lands to Parks Program for public park and recreation area use. Although the City is currently the title holder for the property, the federal government retains a reversionary interest in the property that may be exercised if the terms of the conveyance are not met. The City has stated that it does not intend to make the property available to the public as a park, and instead would like to establish a vocational education facility there. To that end, they are consulting with the State Center Community College District and the U.S. Department of Education to see if the terms of the conveyance may be transferred to the Dept. of Education's public benefit conveyance program.

The National Park Service's role in this matter is as a federal sponsoring agency for State and local government entities that intend to use the property for public park and recreation area purposes. We don't have independent land disposal authority. Rather, our property disposal authority is delegated to us by the General Services Administration under the terms of the Federal Property and Administrative Services Act of 1949, as amended, for the purpose of conveying property for public park use and ensuring compliance with the terms of those transfers. When the terms of the transfer cannot be met, we have several options including reversion of the property through GSA to federal ownership for re-disposal (including partial reversions if only a portion of the property is not needed/used for park purposes). Given our agency's mission and our responsibilities under the Federal Property and Administrative Services Act when assigned property for park conveyances by GSA, if we find that the property remains suitable for public park and recreation area purposes our first priority is to keep it in public park use. This may be accomplished through a variety of means including transfer of the property to a new recipient for a public park use, or by exchanging the property for new property acquired by the recipient to which it transfers the park use covenants. If a park use does not

appear to be a viable option, we would work with GSA on other transfer options that would keep the property in a public use, or we would consider reversion.

It is not within our authority to approve uses other than for parks, so although any change in public benefit programs or any process to abrogate deed conditions through sale must have our consent, they are done under the authority of GSA and another sponsoring agency (such as the Department of Education).

In this case you have announced the possibility that a government entity may come forward with a new proposal for use of the property as a public park. You have also included with your letter of interest a draft concept plan for the site. In general, we find that the concept plan presents a legitimate approach to use of the site for public recreation. If an eligible recipient of federal surplus property were to submit a complete application with such a plan, we would seriously review and consider it for possible re-conveyance. The wheels are already rolling for an alternative disposal that would transfer the property out of the Federal Lands to Parks Program, but since you have indicated a viable park use proposal may be forthcoming we will hold our decision process open at least until April 15, 2016. We suggest that you submit a viable application to us by then.

Another issue you have brought to our attention is an insurance settlement you claim was received by the City for a building on the site that was destroyed by fire. If such a settlement was received, it could constitute income derived from the property that should therefore have been expended by the City on park improvements at the site. More information is needed from the City regarding this matter.

Thank you for your dedicated attention to meeting the public recreation needs of the communities of southeast Fresno.

Sincerely,

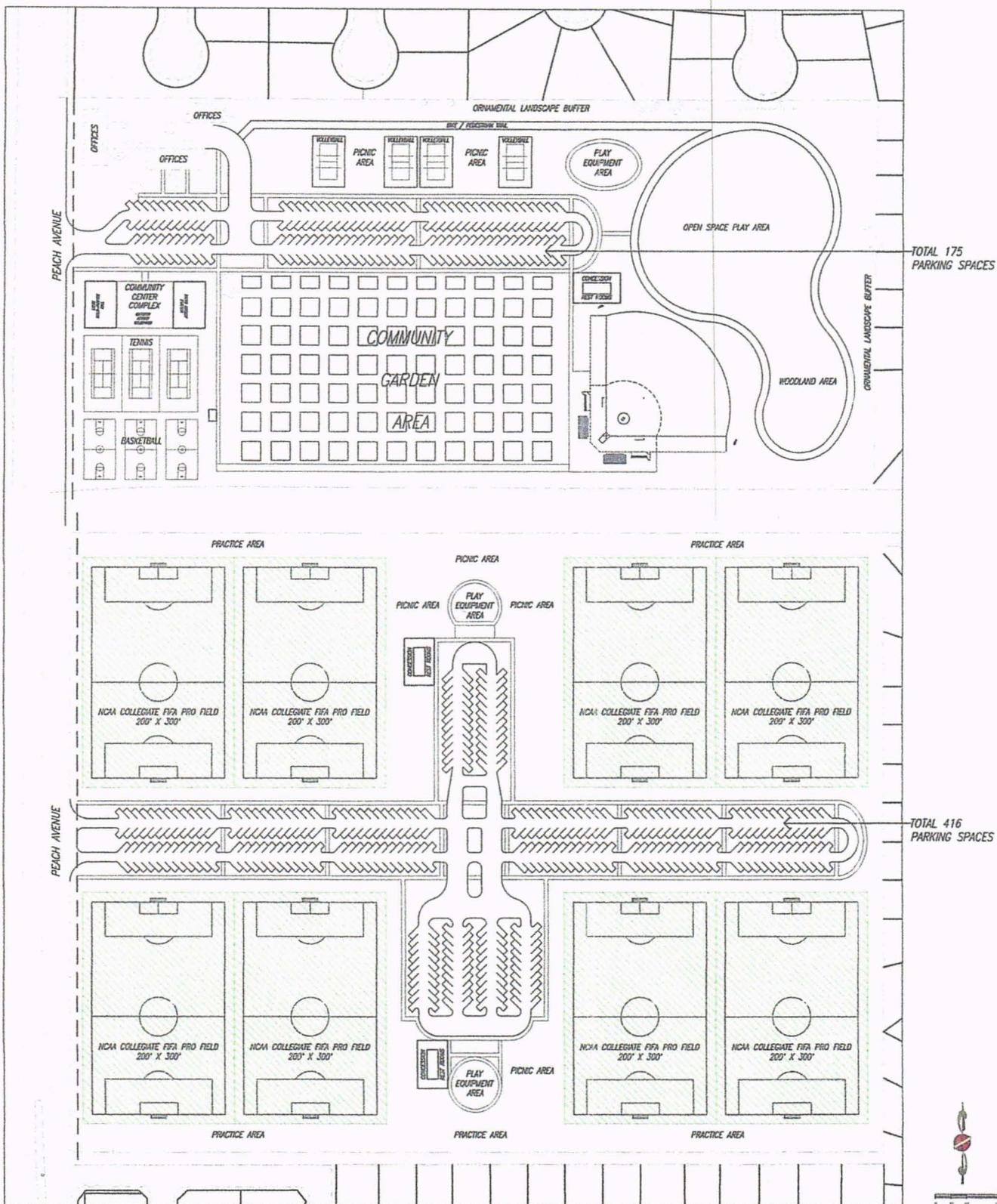


David Siegenthaler  
Federal Lands to Parks Program Manager  
Pacific West Region

cc:

Mr. Bruce Rudd, City Manager, City of Fresno  
Ms. Gina Arias-Arrieta, U.S. General Services Administration  
Ms. Barbara Shawyer, U.S. Department of Education

**Proposed Project**  
**Address: 2155 S. Peach Ave. Fresno Ca.**  
**(DRAFT, FOR DISCUSSION PURPOSES ONLY)**



**THE SOUTHEAST REGIONAL FRESNO PARK AND SOCCER SPORTS COMPLEX**

# 2016 Proposed Southeast Fresno Regional Park and Soccer Complex

## EXHIBIT D

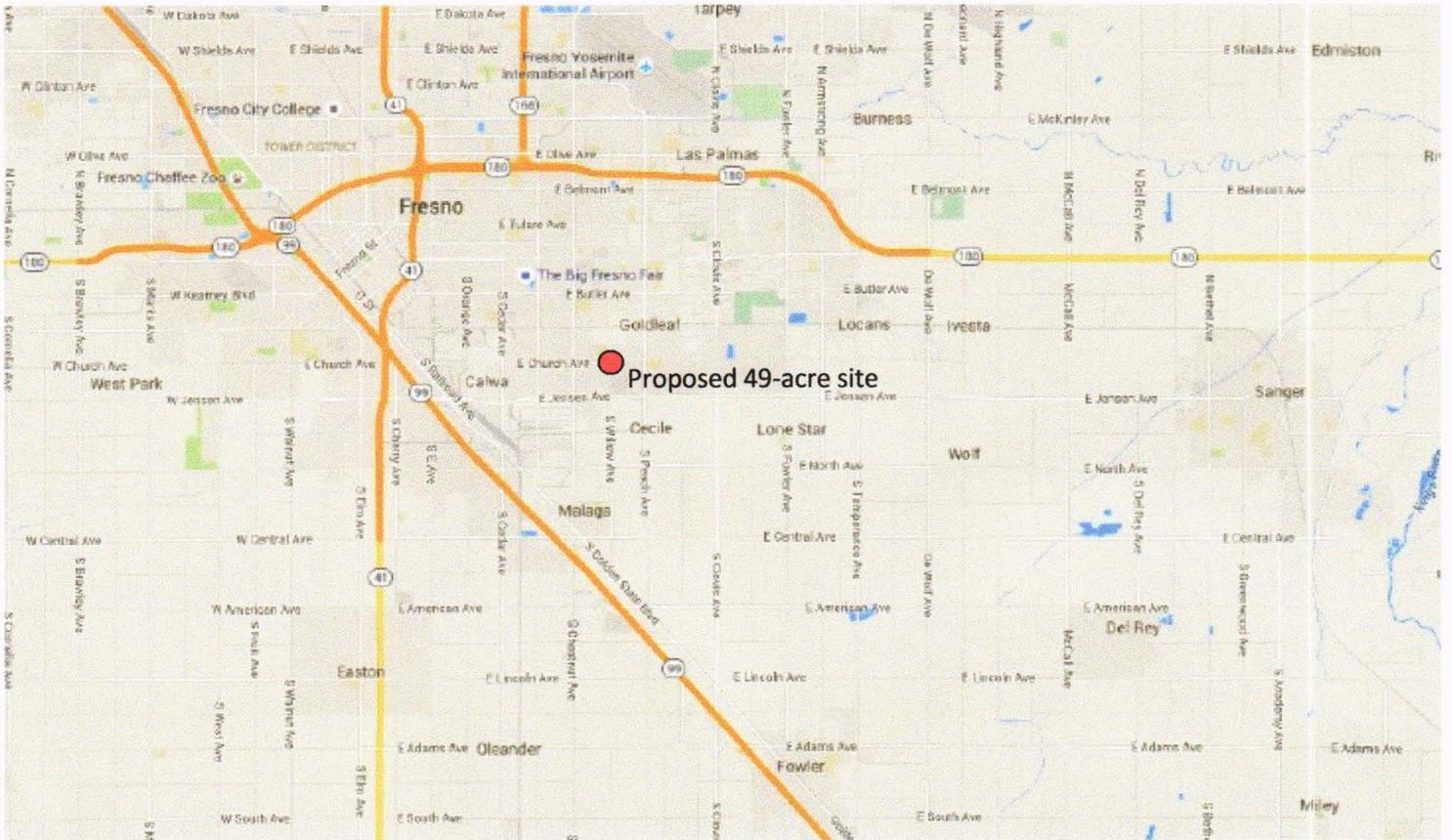
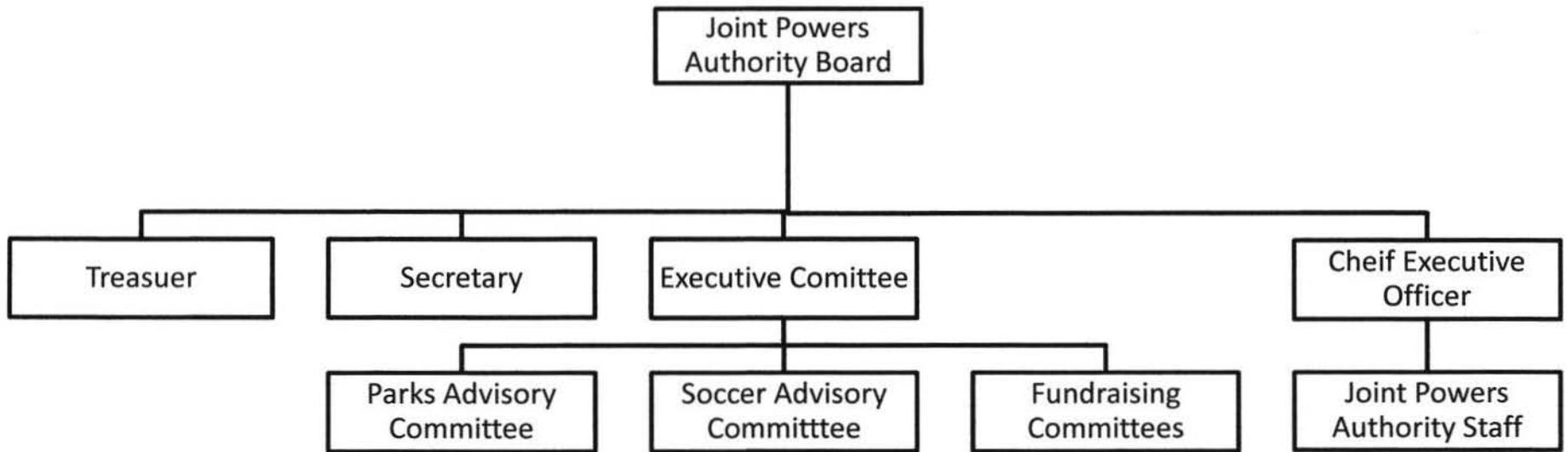


EXHIBIT E



Act Descrip	All Parks	Berry Pk	Brentlinger Pk	City Hall	Corp Yard	Downtown	Drain Inlet	Fire Dept	Home	Islands	Lincoln Pk	Little League Pk	LLMD #1	LLMD #11	LLMD #2	LLMD #4	LLMD #5	LLMD #7	LLMD #8	Mark's Pond	Medians	Nebraska Pond	Other	Parking Lots	Peter Ringo	Pioneer Village	Pocket Park	Police Dept	Pump Stations	Salazar	Senior Center	Shafer Park	Sidewalks	Signs	Streets	Grand Total		
Asphalt Work																																				4	4	
Ball Diamond Work																																					2	2
Birthday Leave								8																														8
Cleaning (outside)	22	2	1.5	2	4	21.5				1.5	4.5	2	0.5	20	5.5	5		2.5		1	11.5	1		9	10			6	1.5			1.5			2	138		
Custodial Work				4	3																						5		5.5							17.5		
Graffiti							0.5																										1.5			2		
Hauling/Loading						1																														1	4	
Landscaping																																				1	1	
Mechanical																												1.5								1.5		
Meetings																							14														14	
Mowing/Renovating		1.5	3			1.5		1		4.5	3	1	2	0.5	2.5	1	1.5	0.5	3	1.5		5	2.5		4	2.5	0.5		1	2		3.5				49		
New Construction																						0.5														3	3.5	
Painting				0.5																				1.5													2	
Removal																																				1	5.5	
Repairing						9	0.5	1		5.5										1.5						5			0.5		20						43	
Sick Leave									4.5																												4.5	
Spraying										1						2.5																					3.5	
Survey																																			6.5	6.5		
Sweeping																																				37	37	
Vacation Leave									13.5																												13.5	
Grand Total	22	3.5	4.5	6.5	7	33	1	2	26	12.5	7.5	1	4	1	22.5	9	6.5	0.5	5.5	3	1	21	17.5	1.5	13	18	0.5	5	2.5	8	7.5	28.5	1.5	1.5	54.5	360		

LLMD WEEKLY HOURS REPORT

Job Date	llmd1	llmd11	llmd2	llmd4	llmd5	llmd7	llmd8	Grand Total
3/14/2016	4	1	13.5	1				19.5
3/15/2016							4	4
3/16/2016			9			0.5		9.5
3/17/2016				8	6.5		1.5	16
Grand Total	4	1	22.5	9	6.5	0.5	5.5	49

WORK ORDER REQUESTS REPORT

Request Date	Administration	Business	Citizen	Community Development	Community Service	Finance	Fire	PD	Public Works	Grand Total
3/14/2016				1					2	3
3/15/2016			1			1				2
3/16/2016					5		1	1	4	11
3/17/2016	1							1	2	4
3/18/2016		1	1						2	4
Grand Total	1	1	2	1	5	1	1	2	10	24

PUBLIC WORKS WEEKLY REPORT FOR 03/20/16 to 03/26/16

Act Descrip	All Parks	Basin	Berry Pk	Brentlinger Pk	City Hall	Corp Yard	Downtown	Drain Inlet	Fire Dept	Home	Islands	Lincoln Pk	LLMD #1	LLMD #2	LLMD #4	LLMD #5	LLMD #7	LLMD #8	Mark's Pond	Nebraska Pond	Other	Parking Lots	Peter Ringo	Pioneer Village	Pocket Park	Police Dept	Pump Stations	Salazar	Senior Center	Shafer Park	Signals	Signs	Streets	Grand Total	
Cleaning (outside)	23		1		1	1.5	12				1	3.5	3	25	6.5	4		13				1.5	1.5	7											111
Custodial Work					4.5	2.5																				5		6							18
Graffiti				0.5																	0.5		0.5					0.5				2			4
Hauling/Loading						0.25																													0.5
Mechanical																										1									1
Mowing/Renovating		0.5	1.5	6.5	0.5		1		0.5		6	3	3	2	1	0.5		0.5		4.5	1		4	2.5	0.5			1.5		7.5					48
New Construction																																		1	1
Painting																						2.5													2.5
Pruning																			2.5					3											5.5
Repairing		13	0.5	4.5				1			2			2.5			5.5	5.5					4	0.5					21.5	3					63.5
Sick Leave										27																									27
Survey																																		4	4
Sweeping																																		19	19
Vacation Leave																																			58
<b>Grand Total</b>	<b>23</b>	<b>13.5</b>	<b>3</b>	<b>11.5</b>	<b>6</b>	<b>4.25</b>	<b>13</b>	<b>1</b>	<b>0.5</b>	<b>85</b>	<b>9</b>	<b>6.5</b>	<b>6</b>	<b>29.5</b>	<b>7.5</b>	<b>4.5</b>	<b>5.5</b>	<b>19</b>	<b>2.5</b>	<b>4.5</b>	<b>1.5</b>	<b>4</b>	<b>10</b>	<b>12.5</b>	<b>1</b>	<b>5</b>	<b>1</b>	<b>3</b>	<b>6</b>	<b>34.75</b>	<b>3</b>	<b>2</b>	<b>24</b>	<b>363</b>	

LLMD WEEKLY HOURS REPORT

Job Date	llmd1	llmd2	llmd4	llmd5	llmd7	llmd8	Grand Total
3/21/2016		16	3			2	21
3/22/2016	6	1	3.5	4.5	5.5	0.5	21
3/23/2016		7	1			9.5	17.5
3/24/2016		5.5				7	12.5
<b>Grand Total</b>	<b>6</b>	<b>29.5</b>	<b>7.5</b>	<b>4.5</b>	<b>5.5</b>	<b>19</b>	<b>72</b>

WORK ORDER REQUESTS REPORT

Count of Work Order #	Requested By							Grand Total
Request Date	Administration	Business	Citizen	Community Development	Community Service	PD	Public Works	Grand Total
3/21/2016			1	1				2
3/22/2016		1	1	1	1			4
3/23/2016			2					2
3/24/2016	1		1		1	1		4
3/25/2016			1		1	1	2	5
<b>Grand Total</b>	<b>1</b>	<b>1</b>	<b>6</b>	<b>2</b>	<b>3</b>	<b>2</b>	<b>2</b>	<b>17</b>



Council report 4-4-2016

### **New Engine**

**Delivery date is scheduled for April 11,**



**Once it arrives it will take us about a week to get it ready for service.**

**Selma Fire now trains and is part of the USAR team below. Being asked to join the team was a great honor. Last week our crews went out and participated in several days of training. I received a phone call from the USAR coordinator, he stated that Selma Fire did an outstanding job and they are glad to have us on board.**

The Fresno Fire Department Urban Search and Rescue (USAR) Team provides special rescue operations for the City of Fresno and in Region 5 of the California Emergency Management Agency (CalEMA). The USAR team is a certified Type-1 Heavy Rescue and Type-1 Water/Flood rescue resource. On duty staffing consists of personnel from fire stations 13 and 4. Qualified USAR members hold the following certifications.

- Rescue Systems 1
- Rescue Systems 2
- Low Angle Rescue
- Confined Space Operations
- Trench Rescue
- Swiftwater Rescue Unit-1
- Swiftwater Rescue Advanced
- Swiftwater Rescue Boat Operator
- Basic SCUBA
- Public Safety SCUBA
- Supplied Air Diving Operations





# Selma Police Department

## POLICE DEPARTMENT BI-WEEKLY COUNCIL UPDATE (3/16 – 3/30/16)

### Crime Trends

- Over the last 14-day period, property crime in Selma saw a 61% reduction, including a 66% drop in burglary and a 70% drop in vehicle burglary. Auto theft was also down 50% .
- Violent crime remained the same over this 14-day period, with seven (7) “person” crimes report in each of the last two reporting segments. This included two (2) person robberies, and two (2) domestic violence events.

### SIGNIFICANT CALLS FOR SERVICE

- 3-18-16: Officer Cerda conducted a traffic stop on a Volkswagen from the earlier BOL with expired tags. The driver Eli Rivera was arrested for possession of stolen property, during the search of the vehicle, several stolen checks and credit cards were located from four different open burglary cases. The passenger Rafael Andrade, who is on probation and on AB109 was arrested for being in violation of his probation conditions.
- 3-19-16: At 3:36pm, Officers were dispatched to 1426 Alton St regarding a robbery. The victims stated they were walking by 1808 Alton St when subjects stated “What do we have here”. The victim continued to walk towards Mc Call Ave as the suspects entered a Honda. As the victims began to walk faster northbound on Mc Call Ave, the Honda with the two suspects drove next to them and stated drop the tote bag and keep walking as the passenger pointed a rifle which appeared to be a shot gun. The rifle was described to have a brown stock and the tip of the barrel was silver.

Officers went 1808 Alton and located a subject matching the description given by the victim. Jose Canales DOB 4-28-72 was detained along with a second subject Steven Talamantes DOB 2-17-83. The victims identified Canales as the driver of the Honda but could not identify Talamantes. We located a brown rifle with a brown stock and silver tip in the garage (BB gun). During the investigation, we located the victims’ medication, tote bag inside the residence. We located the victim’s iPad in a trash can located at Roosevelt School. During a search of Canales, he was in possession of 5 Winchester 270 rounds in a rifle clip.

- 3-20-16: At 1:45pm, Officer Hissong observed a vehicle parked illegally in front of 2337 Cleveland. As he approached the vehicle a subject identified as Justin Gonzalez exited



# Selma Police Department

from the driver's seat. Hissong contacted him and obtained his information as well as the three others in the vehicle, who were identified as Alexander Saldivar, Randy Ramirez and Michael Villareal. Hissong asked for consent to search the vehicle which was given by Gonzalez. As Hissong went to conduct a cursory search of Gonzalez, he immediately began running from the officer. Hissong then focused his attention on the other subjects in the vehicle and the right rear passenger, Randy Ramirez, then exited the vehicle and also ran from the area. Ofc Hissong detained the other two subjects and a search of the vehicle was conducted. A loaded Accutek AT-380 semi auto handgun was located on the right rear passenger floor board with one round in the chamber and five rounds in the magazine. The location of the weapon was accessible to all the subjects in the car and Saldivar and Villareal were placed under arrest for weapons violations and were transported to FCJ.

- **3-21-16:** At 10:36pm, 18 year old Ashley Avila says she was driving south on Thompson Ave. between Huntsman Ave. and Lewis St. at approximately 7:30pm when she thought she heard something hit her left rear passenger door. Avila continued to her destination then checked her vehicle where she found what appeared to be a single hole in the left rear passenger door. She later made a report at the urging of her father. It should be noted that no reports of any shots fired were made during this shift. Officer Quisenberry checked the area of the high school but did not locate any physical evidence.
- **3-23-16:** at 10:36pm, the department received several 911 calls regarding a shooting at 2114 Park St. (Alfaro residence) with a subject down. Upon arrival, officers found three subjects down, victims of gunshot wounds from a shotgun and .380 handgun, by unknown suspects. Four (4) juveniles ranging in age from 16 to 17 years sustained injuries from the shooting and were transported to CRMC for treatment by EMS. Witnesses describe a white van as circling the area prior to the shooting and at one point shouting out to the victims, "What's up dog?" It is believed the suspects parked on Sheridan St. north of Park St., approached victims on foot, shot at victims striking them and then left on foot to Sheridan St. where they had left the van parked then driving away North on Sheridan St.
- **3-26-16:** At approximately 11am, Officers were dispatched to the lobby of the police department in regards to a subject reporting that he was robbed last night at 9:30pm. He stated he was walking in the area of Logan and Merced Street, where three juveniles wearing red hoodies approached him and asked him if he was a surreno gang member. The three subjects surrounded him and one subject punched him in the nose knocking him to the ground and another subject searched his pockets and took four \$100 bills any left the area.



# Selma Police Department

- **3-26-16:** At approximately 12:36pm, Officers were dispatched an 1800 Block of Thompson Avenue regarding a male subject (Miguel Castro) who was bleeding and had trauma to the back of his head and to the side of the face. He stated that he was walking in the 2400 block of Yerba were he saw two black females and one black male walk toward him. He said as he walked passed them he was struck in the back of the head and fell to the ground. He stated he passed out as he fell to the sidewalk and does not remember anything further. The witness stated that he saw the three subjects running from Miguel. Miguel stated a cell phone and keys were taken. Miguel was transported to Selma Hospital for treatment of a minor head wound.
- **3-27-16:** Shortly after midnight, Officers were dispatched to the area of Thompson Ave. and Nebraska Ave. in regard to shots being fired from a vehicle. Officers responded to the area and attempted to locate a scene but were not able to locate one. During the investigation, officers learned a black SUV was involved. Further investigation led Officers to 2304 Yerba where they located the possible involved vehicle. While investigating the involvement of the vehicle, Officers located a .45 caliber shell casing outside the vehicle and a .45 caliber handgun in plain view within the vehicle. Contact was made at 2304 Yerba St. and subsequently three male subjects were arrested. Anthony Arenas, DOB 2-8-91 of Sanger, and Raul Lewis, DOB 4-30-91 of Fresno, were arrested on outstanding warrants. Brandon Davis, DOB 4-29-93 of Fresno, was arrested for a number of warrants regarding weapons charges, and was currently on bail for another weapons charge. The vehicle was impounded for evidence, and was processed. The firearm was collected and booked into evidence.

## Personnel

- One (1) sergeant remains off work due to industrial injuries. We are continuing the process to fill the two (2) Emergency Service Dispatchers positions that opened when our positions were accepted with other agencies. We continue to use temp help from allied agencies in the area to fill vacancies until permanent replacements can be found.

## Special Events

- The Bringing Broken Neighborhood's Back to Life collaboration will hold its first event of the 2016 season on Saturday, April 9<sup>th</sup>, at Lincoln Park. The event is a collaboration of several faith-based and community organizations, led by First Baptist Church, and is scheduled from 10am to 2pm. All are invited.