

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

November 21, 2022

ITEM NO: 1.a

SUBJECT: Consideration of Fuel Purchase Agreement between City of Selma and Selma Unified School District

BACKGROUND: The Selma City Council approved a 2-year fuel purchase agreement in December 2020 which allowed the City to purchase fuel for the City's vehicle fleet which is dispensed at the SUSD fuel station located at 1100 Valley View. That agreement has now expired and the District wishes to renew the agreement for an additional 2-year term, with the option of two additional two-year terms, subject to the same terms and conditions as the original 2020 agreement.

DISCUSSION: Under the new agreement, Selma Unified would continue to bill the City for fuel at the same cost that the District is billed by its supplier, with an additional 3% monthly fee to be used for future upgrades, repairs, or replacement of fuel pumps.

FISCAL IMPACT: Currently, the City expends an average of \$30,000 a month in fuel costs paid to SUSD.

RECOMMENDATION: Staff recommends that the Council adopt the attached resolution approving a new 2-year fuel purchase agreement with the Selma Unified School District.

Fernando Santillan
City Manager

Date

**FACILITIES USE AGREEMENT BETWEEN THE
SELMA UNIFIED SCHOOL DISTRICT
AND THE
CITY OF SELMA**

THIS FACILITIES USE AGREEMENT ("Agreement"), effective on _____, 2022, is entered into by and between the Selma Unified School District ("District"), a public school district existing under the laws of the State of California, County of Fresno, and the City of Selma ("City"). The District and the City shall be referred to individually as "Party" and collectively as "Parties."

I.

RECITALS

WHEREAS, the District owns and operates a vehicle fueling facility containing both diesel and gasoline fuels as part of its regular operations; and,

WHEREAS, the City of Selma seeks a source of diesel and gasoline fuel for its own fleet of vehicles; and,

WHEREAS, the District is willing and able to provide the City access to the District's fueling station to provide diesel and gasoline fuel for the City's vehicle fleet.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained, the Parties hereby agree as follows:

II.

TERM OF AGREEMENT

- 2.1. The term of this Agreement shall commence on _____, 2022 and shall remain in effect for two (2) years.
- 2.2. After the initial two (2) year term, the Parties may renew the Agreement for additional two (2) year terms upon such terms and conditions as mutually agreed upon between the District and the Selma City Manager and executed as an Amendment to this Agreement. Should the Parties fail to mutually agree to terms for each renewal period, this Agreement shall terminate at the end of the then current term.

III.

PROPERTY DESCRIPTION

- 3.1 The District's fuel station is located at 1100 Valley View, in the City of Selma, all facilities at that location shall be referred to herein as the "Property."

IV.

CITY'S USE OF PROPERTY

- 4.1 The District shall make the Property available for the City's use providing diesel and gasoline fuel for its vehicle fleet.
- 4.2 The District use of the Property shall in no way be altered or impacted by the City's use, and the District shall in no way be required to obtain City's permission to use the Property. In the event there is any conflict between the District's use and the City's use of the Property, the District's use shall take priority.
- 4.3 As it relates to its use of the Property, the City shall maintain the Property in good and clean condition.
- 4.4 The City shall have access to the Property twenty-four (24) hours per day for the purpose of obtaining fuel from the District's facilities.
- 4.5 Those City employees, agents, contractors or volunteers accessing the District's fuel facilities shall be required to use a key and a personal identification number (PIN) issued by the City to obtain and record all fuels obtained for City vehicles. The City shall bear full responsibility for the issuance and maintenance of the keys and PINs and shall coordinate said system with any District system(s) used at the Property. The City shall bear full responsibility for the use or misuse of the keys and PINs and shall indemnify and hold the District harmless from and against any claims arising from their use or misuse.

V.

TERMS OF PAYMENT

- 5.1 The District shall invoice the City by the 15th of each month for the price of all fuels obtained for City vehicles during preceding month. The City shall remit to the District payment of the fuel amount of the invoice within thirty (30) days of the date of the invoice. In the event the City fails to remit payment to the District within said period of time, the District shall charge the City interest in the amount of 12% per annum on all outstanding balances.
- 5.2 The amount the District invoices the City for fuel shall be the amount per gallon that the District is billed from its supplier, including all taxes and delivery charges, multiplied by the number of gallons purchased by the City. The District shall add to each monthly invoice an amount equal to three percent (3%) of the total cost of the fuel purchased by the City. The intent of this additional fee is that it be accumulated over time and be used toward any necessary upgrades, improvements and/or replacements of the fueling facilities. The City shall have no right to a refund of these fees should the District decide not to make improvements or replacements of fuel facilities.

VI.

TERMINATION OF AGREEMENT

- 6.1 This Agreement may be terminated by either or both of the Parties at any time and for any reason upon thirty (30) days written notice.

VII.

ASSIGNMENT

- 7.1 The City shall not assign or encumber its interests in this Agreement or the Property, without first obtaining the District's written consent. Any assignment, encumbrance, or sublease of the Property without District's consent shall be voidable and, at the District's election, shall constitute a default. No consent to any assignment, encumbrance, or sublease shall constitute a waiver of the provisions of this section.

VIII.

PROPERTY INSURANCE

- 8.1 The City agrees to maintain and keep in force during the term of this Agreement comprehensive, broad form, general public liability insurance against all claims and liabilities for personal injury, death, or property damage arising out of its performance or non-performance of this Agreement and/or the City's access and use of the Property.
- 8.2 The District agrees to maintain and keep in for during the term of this Agreement liability to cover damage arising out of its performance or non-performance of this Agreement, and property damage insurance on all structures on the Property.

IX.

INDEMNIFICATION

- 9.1 The City agrees that it shall indemnify and hold harmless the District, its Governing Board, officers, agents, employees, appointees, volunteers and guests from any claims for personal injury or death directly arising from City's use of the Property. The City's agreement to so indemnify the District is limited only to activities related to its use of the Property and/or its performance or non-performance of this Agreement and does not include claims for damage to the Property itself, by fire or otherwise, unless caused, in whole or in part, by the City, its employees, agents, contractors, or volunteers.

X.

MAINTENANCE OF PROPERTY

- 10.1 The Parties agree that the Property, including all grounds and structures, shall be maintained in a safe and usable condition for use by the City under this Agreement as required by laws applicable to the operation and maintenance of such a facility.

XI.

DAMAGE OR DESTRUCTION OF PROPERTY

- 11.1 The Parties agree that, if at any time during the term of this Agreement all or part of the Property is damaged or destroyed, the Parties shall use whatever insurance money they receive as a consequence of such damage or destruction to repair or rebuild the Property.

XII.

GENERAL TERMS AND CONDITIONS

- 12.1 Severability: The unenforceable, invalidity or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid or illegal.
- 12.2 Governing Law: This Agreement shall be construed in accordance with and governed by the laws and decisions of the State of California.
- 12.3 Modifications: All modifications of or extensions to this Agreement shall be in writing, signed by all of the Parties.
- 12.4 Time: Time is hereby expressly declared to be of essence in this Agreement.
- 12.5 Notices: Any notices desired or required to be given under this Agreement shall be in writing and shall be delivered personally upon the other, or sent by prepaid registered or certified mail addressed to the respective parties as follows:

District: Selma Unified School District
3036 Thompson Avenue
Selma, CA 93662
Attn: Andrea Affrunti

City: City of Selma
1710 Tucker Street
Selma, CA 93662
Attn: Fernando Santillan, City Manager

Either Party may change its address or contact person by giving written notice to the other Parties.
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers as follows:

DISTRICT:

CITY:



Andrea Affrunti, Assistant Superintendent
Selma Unified School District

Fernando Santillan, City Manager
City of Selma

RESOLUTION NO. 2022-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA APPROVING AND AUTHORIZING THE CITY MANAGER TO
EXECUTE FUEL PURCHASE AGREEMENT BETWEEN SELMA UNIFIED
SCHOOL DISTRICT AND THE CITY OF SELMA**

WHEREAS, Selma Unified School District (SUSD) has proposed a 2-year “Fuel Purchase Agreement” for the purchase of fleet vehicle fuel by the City of Selma; and,

WHEREAS, the City Council has reviewed the Agreement, and wishes to enter into the Agreement with Selma Unified School District (SUSD); 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 has reviewed and approves the Agreement.
3. The City Manager is authorized to execute the Agreement on behalf of the City of Selma.
4. **Section 3. Severability.** The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.
5. **Section 4. Effective Date.** That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Selma held on the 21st day of November 2022 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:

Tiffany Flores
Acting City Clerk

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

November 21, 2022

ITEM NO: 1.b

SUBJECT: Consideration of Contract Amendment with 559 Mural for Extension of the Completion Date for the Mural at the Salazar Center

BACKGROUND: On April 4, 2022, the City Council authorized entering into a contract with 559 Mural for the placement of a mural at the Salazar Center (see Attachment 2). Public Works staff put in a considerable amount of effort to ensure the canvas area was prepared for placement of the mural, with the 559 Mural team beginning work in late summer.

DISCUSSION: While progress on the mural has been significant, delays caused by weather and supplies recently prompted the Director of 559 Mural to request an extension to their existing "Completion Date," as identified within the approved agreement. To ensure the needed flexibility, while still maintaining timeliness for delivery of the project, a new Completion Date of January 31, 2023 is being proposed.

FISCAL IMPACT: There is no fiscal impact to the City for the proposed actions. Approval for any funding associated with the project would require Council action at the appropriate time in the future.

RECOMMENDATION: Staff recommends that City Council approve the amending of the Completion Date to that of January 31, 2023.

Rob Terry
Deputy City Manager

Date

Fernando Santillan
City Manager

Date

Attachments

1. Resolution approving the amending of the Completion Date to 1/31/2023
2. April 4, 2022 Selma City Council Item (559 Mural Approval)

RESOLUTION NO. 2022 – __R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA, AMENDING THE AGREEMENT WITH 559 MURAL FOR THE EXTENSION OF THE COMPLETION DATE FOR THE MURAL AT THE SALAZAR CENTER

WHEREAS, on April 4, 2022, the City Council approved an agreement with 559 Mural for the placement of a mural at the Salazar Center in Selma; and

WHEREAS, 559 Mural has made significant progress on the mural, but has experienced delays due to weather events and supply shortages; and

WHEREAS, 559 Mural has requested an amendment to the current agreement, extending their “Completion Date” to that of January 31, 2023; and

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

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

SECTION 2. The City Council hereby authorizes the City Manager, or their designee, to prepare and sign documents amending the contract to extend the “Completion Date” through January 31, 2023.

SECTION 3. All other sections and details of the existing contract are to remain unchanged.

PASSED, APPROVED AND ADOPTED this 21st day of November, 2022, by the following vote:

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

Scott Robertson, Mayor

ATTEST:

Tiffany Flores, Acting City Clerk

ITEM NO: 2.

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

BACKGROUND: The City Council has previously adopted a Mural Policy and application process for public murals in Selma. The policy requires murals to be placed on businesses and to be approved by the owner of the business. The policy also requires approval by the Selma Arts Council. Additionally, as the Salazar Center is a City-owned facility, approval is required by the City Council as the property owner.

At the July 19, 2021 City Council meeting, The 559 Mural Project on the Salazar Center was discussed and continued.

During the discussion, the City Council requested that The 559 Mural Project obtain the following:

- Written consent from the United Farm Workers (UFW) to use their logo as part of the mural;
- Written consent for the City of Selma to use photos of the mural, including the UFW logo, for City-related promotions and on social media;
- Written consent from parents of the youth being represented in the mural;
- Consideration from the muralist to include an English version of the Spanish-language poem which was proposed as part of the mural.

DISCUSSION: Based on the previous discussion and recommendations from the City Council, below are the changes and accommodations that The 559 Mural Project representatives are proposing:

1. The UFW logo will be removed from the mural.
2. The book titles are not subject to copyright. The mural will slightly be revised just using a solid color for each of the books.
3. The parents of the two children that will be represented in the mural did provide a letter to The 559 Mural Project approving the use of the children's images.
4. Consent for the City's use of images of the mural for promotional purposes has been provided.
5. The City Council requested consideration that the poem be depicted in Spanish and English. The 559 Mural Project's cost of adding the poem in English is \$250.00 to the artist. The 559 Mural Project has agreed to pay a \$50.00 deposit fee, but is requesting the City cover the additional cost of \$200.00. With this contribution, The 559 Mural Project would add the City of Selma to the mural plaque as a donor. The Recreation Department has a Salazar Center donation fund, which, if approved, would be able to cover this expense.

6. The 559 Mural Project has requested flexibility in the Mural during the painting phase of the project. The City's policy states that the design of the Mural as presented and approved may not be modified. If a modification is requested, an updated application must be submitted and approved. The 559 Mural Project is requesting City Council allow them some flexibility in the design as described within their Request Form that is attached.

The 559 Mural Project has also recently been awarded a grant in the amount of \$4,000.00 to help cover the team's administrative costs and has raised an additional \$575.00 dollars. A \$500.00 donation is pending and, if approved, will go towards a ceremony of the completed mural project in collaboration with the Boys and Girls Club.

If approved, the mural project will have a six-month completion timeline in accordance with the City's policy.

Attachments:

- Mural Design as Presented.
- Educate to Elevate - Selma Mural Permit Application.
- The 559 Mural Project Production and Copyright and Joint Ownership Agreement.
- Requests – The 559 Mural Project requests for mural design.
- Poem by Aideed Medina – English and Spanish.
- Donor Letter – Salazar Center.
- Selma COI – Certificate of Insurance.

<i>COST:</i> (Enter cost of item to be purchased in box below)		<i>BUDGET IMPACT:</i> (Enter amount this non-budgeted item will impact this years' budget in box below – if budgeted, enter NONE).
\$200.00		\$200.00
<i>FUNDING:</i> (Enter the funding source for this item in box below – if fund exists, enter the balance in the fund).		<i>ON-GOING COST:</i> (Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE).
General Fund: Salazar Center Donation Account Balance: \$1,854.00		None.

RECOMMENDATION: Approve the Mural as proposed at the Salazar Center and Authorize City Manager to execute The 559 Mural Project Mural Application.

Mikal Kirchner, Community Services Director

Fernando Santillan, City Manager





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

Mural Application

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

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

Mural Subject Matter:

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

Mural Site:

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

Mural Dimensions:

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

Materials:

Base colors

Chromatic mural paint

Spray Paint

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

Scaffolding and ladder (1 week)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

References:

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

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

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

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

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

Owner's Initial: _____

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

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

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

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

Sirina Renee Resendez, Chief Operations Officer

Keanna Louise Salazar, PR and Marketing Director

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

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

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

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

Lead Artist:

Mikayla Gutierrez

Phone: 559-571-0280

Address: 911 W. Noble Ave Visalia, Ca 93291

Email: mikaylamgutierrezart@gmail.com

Professional Websites:

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

Artist Statement:

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

Biography:

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

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

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

Assistant Artists:

Name: Nicole Jimenez

Phone: 559-283-0511

Address: 2604 Peach St. Selma, CA 93662

Email: nikkijimenez89@gmail.com

Professional Website:

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

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

Biography:

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

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

Name: Brandi Nuse-Villegas

Phone: 559-305-2617

Address: 713 East Andrews Ave, Fresno, CA 93704

Email: brandi@nusevillegas.art

Professional Websites:

www.nusevillegas.art

www.instagram.com/nusevillegasart/

www.patreon.com/brandinv

Biography:

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

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

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

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

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

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

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

Current Zoning: Open Space (OS)

Mural Location: Wall facing the basketball courts.

Enclos

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

The 559 Mural Project Production and Copyright Joint Ownership Management Agreement

This Agreement is made and entered into by the 559 Mural Project (henceforth “559”), the Artist known as Mikayla Gutierrez, whose place of business is 911 W. Noble Ave., Visalia, CA 93277, (henceforth “Artist”), and The City of Selma, the owner of the property located at Salazar Center, 1800 Sheridan Street, Selma, CA 93662 (henceforth “Client”) (collectively referred to as the “Parties”), on this date August 21, 2021 (“Effective Date”).

Recitals

WHEREAS 559 desires to produce a mural titled Educate to Elevate, depicting a theme that is four-fold: 1) Promoting education; 2) Honoring farmworkers; 3) Interweaving cultural symbols of Mexican-Americans and Mexicans, specifically focusing on the ancient Aztecs and Oaxacan peoples who have influenced this community for generations and Selma’s El Barrio in particular; 4) Lastly, there are elements of social justice and equity to reflect the continued fight for equality in this country (“The Mural”). The Mural will be depicted on a building wall of a community center located at 1800 Sheridan Street, Selma, CA 93662 (“Mural Site”). A description of the proposed mural, and agreed upon designs and plans are attached to this Agreement as Exhibit A.

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

WHEREAS The Artist is a recognized professional artist and muralist.

WHEREAS 559 and the Artist have entered into a previous Agreement for the Artist’s services in the construction of the Mural

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

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

Now Therefore, the Parties agree as follows.

Agreements

1. **Mural Description.** The mural shall be culturally representative of the people who live in the community which is predominately Latino of Mexican descent. The mural

promotes education, honors farmworkers, and has elements of social justice to shine light on current and relevant issues taking place today that impact the daily life of this community. The dimensions of the mural shall be Width: 62ft (roughly), Height: 16.5ft.. The Mural will use the following materials: base colors, chromatic mural paint, spray paint, general supplies like paint brushes, buckets, plastic drop cloth, wipes, tape, etc. Scaffolding and ladder. The mural shall be judged complete when a final layer of anti-graffiti coating, specifically VandlSystem 1 gal. VandlGuard One Non-Sacrificial Anti-Graffiti Coating, is applied to the mural.

2. **Ownership.**

- a. **Of the Physical Mural.** Title of the Mural shall remain in 559 and the Artist in equal shares until the Artist receives the second payment pursuant to Section 4(c) of this Agreement, at which time title of the Mural will pass to the Client. In the event of termination pursuant to Section 11(a)(i) or 11(a)(ii) of this Agreement, the Client shall own the Mural in whatever degree of completion and shall have the right to complete the Mural according to the final design in Exhibit A, and the rights to exhibit and sell the Mural if the Client so chooses. Client shall have no ownership interest whatsoever in the Mural Intellectual Property, as defined below.
- b. **Of the Mural Intellectual Property.**
 - i. “Intellectual Property” Refers to intangible, non-physical creations of the human mind that are recognized by law. Intellectual Property includes, but is not limited to: Copyright, Trademark, Patent, Trade Secret, Publicity Rights, Moral Rights, and rights against Unfair Attribution.
 - ii. Copyrights. 559 and the Artist shall be joint authors and copyright holders. 559 and the Artist shall each own copyright in the Mural in equal shares, with the exception of any existing work that the Artist has incorporated into the Mural and identified in Exhibit A. 559 and the Artist agree to be bound by the restrictions in this Agreement upon their individual exercise of their copyrights in the Mural. **THIS AGREEMENT LIMITS THE ARTIST’S ABILITY TO EXERCISE THEIR COPYRIGHT IN THE MURAL.**
 - iii. Other Intellectual Property. Any other Intellectual Property arising from the creation of the Mural, with the exception of the Artist’s existing work listed in Exhibit A, shall belong to 559 and the Artist collectively, and exercise of such rights shall be a unanimous decision between 559 and the Artist.
 - iv. Transfer Restrictions. 559 and the Artist may not transfer their copyrights or other Intellectual Property under this Agreement to any third party except their designated heirs at death, or while living, to all other joint authors under this Agreement in equal shares. During the course of creating the Mural, 559 and the Artist may unanimously agree that another

party may be designated a joint author and own an equal share of the Mural Copyrights and Intellectual Property under this Agreement.

- v. Dissolution of 559. In the event that 559 dissolves at a future date, all ownership shares of the Mural that belong to 559 shall go to Artist. Artist will have complete ownership of the copyright of the Mural as of the date of 559's dissolution. 559 must inform Artist within thirty (30) days of dissolution. Artist will be responsible for updating the United States Copyright Office in the event that Artist receives full copyright of the Mural. 559 will use best efforts to assist Artist in recording the transfer of ownership with the United States Copyright Office.

c. License to Client

- i. 559 and Artist grants to the City and its assignees an irrevocable license to make two-dimensional reproduction of the Artwork for non-commercial purposes, including, but not limited to, reproductions used in brochures, the official City of Selma website (<https://www.cityofselma.com/>), media publicity, and exhibition catalogues or other similar publication provided that these rights are exercised in a tasteful and professional manner.
- ii. All reproductions by the City shall contain a credit to the Artist and 559 and a copyright notice in substantially the following form: © 2021 Mikayla Gutierrez and the 559 Mural Project.
- iii. If the Client wished to make reproductions of the Mural for commercial purposes including, but not limited to, tee shirts, post cards and posters, the Client and 559 shall execute a separate agreement to address the terms of the license granted by the 559 and the royalty that 559 and the Artist shall receive.

3. Mural Design.

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

will be paid \$15/hour for their time spent working on the Design of the Mural for the Initial Meetings, to a maximum of \$350 (“Design Compensation”). Artist will invoice 559 for Design Compensation. 559 shall cause Artist to be paid the Design Compensation within seven (7) days of receiving Artist’s invoice.

- d. Design Changes.** Any changes to the design in Exhibit A must be made in a writing signed by all Parties to this Agreement.
 - e. Commencement of Mural.** Only design and illustration work may be started, and no work may be started on the actual Mural until at least 75% of the funds required for the entire Mural have been raised and such contributions actually have been received by the Fiscal Sponsor. Furthermore, work at the Mural Site will commence only after the Parties indicate their agreement as to the Mural design by signing and dating Exhibit A. Work on the Mural will begin no later than the Commencement Date given in Exhibit A of this Agreement. (“Commencement Date”).
- 4. Artist Duties, Representations, and Warranties.** Artist shall be responsible for the design of the Mural and its construction. Artist’s work shall be completed no later than the completion date listed in Exhibit A of this Agreement (“Completion Date”). If, in the Artist’s judgement, the Mural cannot be completed by the Completion Date, Artist will give written notice to 559 and Client within three (3) days upon becoming aware of a delay, and the anticipated date that the Mural will be completed. Upon approval from 559 and Client, the Completion Date may be changed to the new date.
 - a. Independent Contractor.** In the performance of the Mural production, it is expressly understood that Artist, including Artist’s affiliates, agents, volunteers, employees, and subcontractors, is an independent contractor solely responsible for their/his/her acts and omissions, and Artist shall not be considered an employee of 559 or Client for any purpose.
 - b. Artist Crew.** In the performance of the Mural production, it is expressly understood that Artist will not hire, employ, or use additional crew beyond that disclosed to 559. Further crewmembers may be added by written agreement between 559 and Artist. It is expressly understood that any crew members hired, employed, or used by Artist are employees, volunteers, or independent contractors of Artist, and in no event will be an employee of 559 or Client. 559 or Client shall have no obligation regarding any employee, volunteer, or independent contractor of Artist.
 - c. Compensation.** Artist will be paid a flat fee of \$3,500. (“Artist Compensation”). This payment will be made in two installments. The first payment will be made no later than fourteen (14) days after date this Agreement is signed. The second payment will be made no later than fourteen (14) days after the final layer of anti-graffiti coating, listed in Section 1 of this Agreement, is applied. Artist Compensation may be adjusted by an agreement signed by both Parties if circumstances make a material change to the design necessary. If a material change is needed, Artist must provide written notice to 559 within three (3) days

of becoming aware of the necessary change. In addition to the Artist Compensation listed in this Section and the Design Compensation in Section 3(c) of this Agreement, Artist may also receive Net Proceeds as defined in Section 6 of this Agreement. Artist will only receive Net Proceeds once their second payment under this Section has been received.

- d. **Attribution.** Notwithstanding the restrictions on Individual Exercise of IP Rights listed in Section 5 of this Agreement, Artist may depict the Mural on their website, on their social media accounts, and in their professional portfolio as an example of Artist's work. Artist shall be credited as co-creator on all promotional materials.
- e. **Original Work.** Artist represents and warrants that the mural is the sole work of the Artist and does not infringe the intellectual property rights of any third parties. Artist shall provide written releases to 559 from any persons, models, companies or other authors who are depicted in Artists Drafts attached to this Agreement in Exhibit A, or any final contributions to the Mural, in a form acceptable to 559.
- f. **Licenses.** Artist represents and warrants that they hold all licenses that are required by the state for their/her/his profession.
- g. **559 Dissolution.** In the event of 559's Dissolution, all restrictions on Artist's rights to exercise her copyright in the Mural shall be terminated. On the effective date of 559's dissolution, Artist will then be responsible for all licensing and enforcement actions of the Mural. Artist will no longer collect "Net Proceeds" as defined in Section 6 of this Agreement, but rather shall collect one hundred percent (100%) of all income from the Mural.

5. 559 Duties, Representations, and Warranties

- a. **Fundraising.** 559 shall be the lead fundraiser responsible for raising funds for production of the Mural. 559 shall make reasonable efforts to engage third parties as supporters and sponsors of the Mural.
- b. **Licensing. 559 SHALL BE THE EXCLUSIVE LICENSING AGENT FOR THE MURAL.** As the exclusive licensing agent, 559 shall have the sole and exclusive right to grant to third parties any right to reproduce, display, copy, create derivative works or otherwise use the Mural as the exclusive licensing agent for the Mural. The Artist will refer all requests to use the Mural for any purpose to 559.
- c. **Insurance.** Insurance for the Mural shall be secured and provided by 559 in accordance with Section 6 of Exhibit B.
- d. **Enforcement.** The powers and responsibilities 559 as the exclusive licensing agent for the Mural include the exclusive right to issue take down letters, negotiate, and to sue to enforce the Parties' copyrights in the Mural for any past, present, or future infringements of such copyrights ("Enforcement Actions"). 559 shall bear all costs and fees of such Enforcement Actions. Artist shall not

institute any take down notices, legal actions, or lawsuits of any kind arising from or related to the Mural and shall instead promptly notify 559 of any such infringements which come to Artist's attention. Artist shall cooperate fully with 559 in any enforcement action at no charge.

- e. **Agent's Commission.** 559 shall retain eighty percent (80%) of all Net Proceeds earned from licensing the Mural, and any awards from Enforcement Actions. The remainder of the Net Proceeds after the Agent's share shall be divided equally between 559 and Artist in accordance with Section 6 of this Agreement. In the event of 559's dissolution, 559 shall no longer collect an Agent's Commission for the Mural, and one hundred percent (100%) of all proceeds shall instead go to Artist.
- f. **Bookkeeping.** In accordance with the Fiscal Receivership attached as Exhibit B to this Agreement, FAC will maintain records of all income and expenses for the Mural, and for preparing any 1099s due to the Artist from the Net Proceeds, as "Net Proceeds" is defined below. Any financial reports related to Mural will be made available to the Artist within seven (7) business days upon request by the Artist to 559.
- g. **Work Time.** 559 represents and warrants that 559 will not set work hours for Artist except the Date of Commencement and Date of Completion.
- h. **Other Works.** 559 represents and warrants that Artist is free to take other clients, and work on other matters during the term of this Agreement, as long as such work and matters do not conflict or interfere with Artist's duties under this Agreement.

6. Net Proceeds.

- a. **Definition.** "Net Proceeds" shall mean the gross revenues actually received from any and all sources, *less* the actual costs and fees associated with such direct sales, licensing, or enforcement (such as costs of goods sold, legal fees, filing fees, agent's percentages (if any), postage and shipping, costs of litigation, and the like), *and less* a mutually agreed reserve for costs of goods sold, and vendors. For example, in an enforcement action, if an infringer pays \$10,000 to settle an infringement, and 35% of that (\$3,500) is paid to a lawyer for negotiating it, there remains \$6,500 in Net Proceeds to be distributed equally to 559 and Artist.
- b. **Division of Net Proceeds.** 559 and Artist shall divide the "Net Proceeds" of any direct sales of Mural merchandise, paid Licenses, and from enforcement of their IP Rights in the Mural equally.
- c. **Distribution of Net Proceeds.** 559 will distribute any moneys owed to Artist from Net Proceeds twice a year on the dates January 1st and June 30th.

7. Restoration, Repair, and Removal

- a. **Restoration Schedule.** Client shall decide when the Mural needs to be repaired and restored, the budget for such repair restoration, and how to raise the funds necessary for such repair or restoration. Notwithstanding the above, if Artist believes that the mural is not being repaired, Client must meet with Artist to discuss the matter within fourteen (14) days upon written notice from Artist.
 - b. **Responsibility for Repair.** Client shall be responsible for all repairs to the Mural. Any job to repair the Mural must first be offered to the Artist to complete at the rate of \$75/hour.
 - c. **Modification.** No modifications may be made to the installed Mural without the unanimous consent of all parties. If any unauthorized changes are made to the Mural following its installation, Artist and 559 may remove their names from the project.
 - d. **Removal.** Client may remove the mural at Client's expense if Client reasonably determines that the Mural is harming the Mural Site or limiting Client's ability to use the Mural Site for the purpose for which it is intended; provided that Client shall provide Artist and 559 with sixty (60) days' notice that Client intends to remove the mural at the end of the notice period. Before the end of the sixty-day period, Client must meet with Artist and 559 to discuss whether or not the Mural may remain at the Mural Site. If the Parties cannot agree that the Mural will remain at the Mural site, then Client shall work with Artist and 559 to find another suitable site for the mural.
8. **Taxes.** FAC shall deduct all appropriate taxes from any payments made to any Party under this Agreement. Artist will be responsible for deducting any and all appropriate taxes to any of their employees or independent contractors and shall comply with all government requirements.
9. **Indemnification.** To the extent legally permissible, each Party shall indemnify, hold harmless, and defend the other Party and the Party's agents, affiliates, employees, and volunteers against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or related to the indemnified Party's own intentional or grossly negligent acts, omissions, or performance of the indemnifying Party's obligations hereunder ("Indemnified Claims"), including but not limited to those for breach of a third party's Intellectual Property Rights, claims by a Party's employees or subcontractors against another Party, personal or property injury, or for payment owed to a third party by the Party whose indemnification is sought (the "Indemnifying Party"). The Parties or Party seeking indemnification shall provide the Indemnifying Party with reasonable notice, authority, and information to defend against such Indemnified Claims and will cooperate with the Indemnifying Party's defense efforts. The Party seeking indemnification may retain their own counsel to defend such Indemnified Claims at the Indemnifying Party's expense if the Indemnifying Party fails to reasonably and timely respond to the tender of an Indemnified Claim for defense and Indemnification.

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

11. Termination

- a. For Cause.** This Agreement may be terminated for Cause by a unanimous decision of 559 and the Artist. "Cause" shall mean:
 - i.** if the Fiscal Sponsor terminates the Fiscal Sponsorship Agreement under Section 11 of the Fiscal Sponsorship Agreement in Exhibit B; or
 - ii.** The Client does not grant permission to install the Mural; or
 - iii.** if insufficient funds are raised to create and install the Mural; or
 - iv.** If the Parties are unable to agree on the design of the mural and neither Party wishes to proceed to mediation; or
 - v.** Failure to raise sufficient funds from direct sales, licensing, and enforcement of the Mural to make the production and management effort worth continuing.
- b. Without Cause.** This Agreement may be terminated without Cause by a unanimous decision of 559 and the Artist; or if dissolution, bankruptcy, or insolvency of either Artist or 559 occurs.
- c. What Happens Upon Termination.**
 - i. Funds Dispersed.** Funds raised or reserved to date shall first be used to pay any outstanding debts or obligations related to the Mural, then to Artist according to the Section 4(c) of this Agreement, and then to the Fiscal Sponsor in accordance to Section 11 of the Fiscal Sponsorship Agreement listed as Exhibit B attached to this Agreement. 559 shall be responsible for notifying third parties such as contractors, including the Fiscal Sponsor, of the termination of the project. Artist is responsible for notifying their affiliates, employees, volunteers, and independent contractors of the termination of the project.

- ii. **Restrictions on Intellectual Property.** No restrictions on the Party's exercise of their individual IP rights shall remain in place and each Party may do as they wish with their IP Rights. Artist will no longer be eligible to receive Net Proceeds as defined in Section 6 of this Agreement.

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


13. Miscellaneous

- a. **Entire Agreement.** This Agreement contains the entire agreement of the Parties and supersedes all prior negotiations and proposed agreements, written or oral. The Parties acknowledge and warrant that neither they, nor their respective agents or attorneys, have made any promise, representation, or warranty whatsoever, expressed or implied, not contained in this Agreement to induce the execution of this Agreement. Each Party acknowledges and warrants that they have not relied on any promise, representation, or warranty not contained in this Agreement in entering into this Agreement. Any promise, representation, or warranty that is not specifically contained in this Agreement will not be valid or binding on the Parties.
- b. **Modification.** Any modifications of this Agreement must be in writing and must be signed by the Parties by the modification.
- c. **Choice of Law.** This Agreement was entered into in the State of California. All rights and obligations arising out of this Agreement shall be construed under the laws of the State of California.
- d. **Successors.** The Parties intend this Agreement to be legally binding upon and shall inure to the benefit of each of them and their respective successors, assigns, executors, administrators, heirs, and estates.

- e. **Surviving Language.** Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement. The headings within this Agreement are purely for convenience and are not to be used as an aid in interpretation.
- f. **Arbitration.** Any dispute or claim arising out of or relating to this Agreement, or an alleged breach thereof, shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association. If the Parties are unable to agree on such an arbitrator, one will be appointed by the American Arbitration Association. The prevailing Party in any such arbitration shall be entitled to recover reasonable attorney's fees and costs incurred in connection with the arbitration.
- g. **Mediation.** At least 30 days prior to demanding Arbitration pursuant to Section 13(f), above, the Parties agree that any dispute or claim arising out of or relating to this Agreement, or an alleged breach thereof, shall be mediated before a mutually agreeable neutral mediator selected by the Parties. If the Parties are unable to agree on a mediator, the Parties agree to mediate the dispute before a mediator or mediation panel selected by American Arbitration Association, or its successor. All costs of mediation shall be equally borne by the Parties. The mediation process shall continue until the dispute is resolved, until the Parties agree that mediation cannot resolve the dispute, or until such time as the mediator makes a finding that there is no possibility of resolution of the dispute through mediation.
- h. **Execution.** This Agreement may be executed by the Parties in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures and signature pages sent by electronic mail shall be binding as though they are originals.
- i. **Correspondence and Notices.** Any Correspondence and Notices will be to the Parties at the email addresses immediately in this Section, or to such other places that the Parties designate from time to time in writing.
 - i. **559 Email Address:** the559muralproject@gmail.com
 - ii. **Artist Email Address:** mikaylamgutierrezart@gmail.com
 - iii. **Client Email Address:** _____
- j. **Reliance.** The Parties agree that they have not relied upon any other promise, representation or warranty, other than those contained herein, in executing this Agreement.
- k. **Authority to Sign.** Each person signing this Agreement represents and warrants that they/she/he has the authority to sign it and to bind any company on whose behalf they/she/he purports to sign.

Signatures

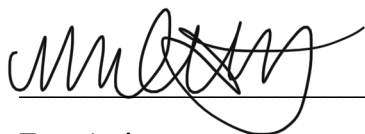
IN WITNESS WHEREOF, The Parties understand, agree to, and have executed this Agreement in Selma, CA on the dates below.



8/21/2021

For: The 559 Mural Project

Date



For: Artist

08/25/21

Date

For: Client

Date

1. During our previous meeting (in June 2021) with the City, they requested the Spanish version of the poem. We spoke with the poet, Aideed Medina, and this will require a \$250 fee. In good faith, we have paid the \$50 deposit so that we can have the Spanish version ready for our next meeting and thus we are requesting the City pay for the remaining balance of \$200 to Aideed Medina. Because of this contribution we can add the City of Selma to our mural plaque for recognition as a donor.
2. We are also asking for 3 pieces of flexibility by the Selma Arts Council in our execution of the Mural:
 - a. First, we ask that you grant us flexibility in making changes to the mural as we are executing it, meaning that major images, concepts, and writing will be kept but artists may be allowed to choose, for example, to change the color of the children's t-shirt, the addition of something like a bird, or the relative size of an element. We ask this, because, as an organization that advocates for the arts and artists, our artists need that flexibility in order to free their voice and allow true expression to take place while keeping to the clear guidelines you have set in the Mural Permit Guidelines.
 - b. Second, we ask that you grant us flexibility regarding the poem and where it will be placed within the mural. The current rendering of the mural you see in the proposal does not include the poem, which is a critical piece of the purpose of the Mural. In conversations with the artists, they recommended integrating the poem within the art piece during the process of creation so that it becomes a unified piece.
 - c. Lastly, we also ask you to grant us flexibility in the imagery of the two children.
 - i. Child one will represent the Salazar family, which you all know is central to the barrio.
 - ii. The family has agreed that the grandson of Karl Salazar, whose name is also Karl will be used in the mural.
 - iii. Regarding the second child in the imagery, we would like to illustrate is Samantha Cruzpedro who tragically died in 2020 which deeply impacted the community, especially since the original mural was removed for unknown reasons.
 - iv. These two children would represent our hopes and dreams for the next generation while celebrating those we may have lost.
 - d. We believe your pre-approval in this respect would make the most efficient use of your time, insight, and vision as well as that of our team and our team of artists so that we do not have to call emergency meetings.

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

Todas las oportunidad
posibles
seran el comienzo
de cada dia,
un pueblo orgulloso de nuestras aspiraciones y dispuesto a nuestras comunidades.
Equidad, un hecho.
Tu y yo ,
luchando,
asegurando
la calidad de nuestra agua y nuestro aire,
de nuestras escuelas y bibliotecas.
Paso a paso
construyendo el paso por venir.
Selma, ciudad que se edifica con visión y justicia,
un pueblo de equidad,
un pueblo que comparte su abundancia.

The poem has been translated into Spanish and requesting the City to help pay the translation fee since the City asked it be written in Spanish. With their donation, we will recognize the City of Selma on our mural plaque.

November 9, 2021

Dear Potential Donor,

We are The 559 Mural Project, three empowered women born and raised in Selma, California. Some communities in Selma have been disinvested in and the 559 Mural Project is working to create mural art in order to spark inclusive revitalization and to strengthen pride in our hometown. If you are not yet familiar with our work we are the organization responsible for the production of the “De Colores” Mural at La Estrella Market on Whitson Ave.

We need your help to launch our next project at the beloved Salazar Center in El Barrio! For our next mural project, we have partnered with Jose A. Moreno, III, board member at the Selma Arts Council and three local artists Mikayla Gutierrez of Visalia, Nicole ‘Niki’ Jiménez of Selma, and Brandi Nuse-Villegas of Fresno. The mural is called “Educar para Elevar”, promoting imagery of education, honoring farmworkers, interweaving cultural symbols of Mexican-Americans and Mexicans. The mural imagery has already been approved by the Selma Arts Council and are confident we’ll be approved by the City of Selma next spring. As you know, the Salazar Center currently is home to clients such as the Boys & Girls Club where neighborhood children come to engage in incredible learning experiences and build community. **We need your support to use art to bring inclusive investment and revitalization and spark inspiration for learning. The cost of the mural is \$16,000.** This includes a whole host of expenses from artists fees, supplies, paint, equipment, general administration, operational, and promotional costs including a celebration event to unveil the mural, including a community dialogue, topic TBD at a later date.

With your generous support we can make a meaningful impact in our rural communities. **Get recognized by the local community!** We’ll display a plaque on/near the mural for community members and partners who give the requested donation tier levels (below). Please see an attached copy of the mural imagery.

We believe in creating a bright future for all in Selma. We’re excited to partner with you!

Sincerely,

Selena Martinez Mak (she/hers), Co-Founder & Executive Director
Sirina Renee Resendez (she/hers), Co-Founder & Operations Director
Keanna Louise Salazar (she/hers), PR & Marketing Director

Plaque Donation Levels

Large/Medium Companies \$1000	Foundations \$500	Small Business \$250
Teachers, School Admin \$100	Community Members \$50	Children \$1-\$5

SUPPORT YOUR COMMUNITY THROUGH ART

Donate Online

<http://bit.ly/GoFundMe559>

Please specify that this donation is to go to Selma's Salazar Center Mural

[QR CODE]



Donate By Check

Make checks payable to:

Fresno Arts Council

Please write on the note section of check: The 559 Mural Project

Mail To:

Selena Martinez Mak

PO BOX 1002

Selma, CA 93662

The Fresno Arts Council is our fiscal receiver, Tax-ID 94-2902674, 501c3.
All Donations are 100% Tax Deductible.

About 559 Mural Project

We are The 559 Mural Project and we're motivated to address racial and socio-economic inequity through mural art and community dialogue in the rural communities of Fresno County. Our approach is to work with stakeholders such as artists, community activists, business owners, and city officials in order to achieve our goal of creating socially conscious and culturally relevant art that can become a focal point for a community conversation around racial injustice and socio-economic inequity. We hope that the murals will become a living part of the community and act as catalysts for the public to develop creative solutions surrounding inequities that affect our rural communities and can help to move the needle forward on change. We were inspired by fellow art educator, activist, and mural producer, Vicki Filgas Trevino, who helped bring the community together to create mural art in Selma's downtown after the economic crash of 2008. We are building upon this work to bring mural art to those communities that have been dis-invested in order to spark inclusive revitalization and strengthen community. Visit us at <https://bit.ly/the559muralproject>.

Our Work

We are the organization responsible for the production of the "De Colores" Mural at La Estrella Market on Whitson Ave which was painted by talented muralist team Ariel Bird Howe, Mauro Carrera, Mike Howe, Eddie O. Rodriguez, and Goku The Pink King. Our mural unveiling event demonstrated the community's appreciation for Selma's first mural celebrating Mexican American/Mexican and Chicano heritage, as well as, recognizing the realities of injustices that still impact our communities. We accomplished a great deal in little time because of an incredibly collaborative process and the financial support from the community. Our work was recognized by former Congressman TJ Cox of California, D-21.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Walter R Reinhardt Insurance Agency, Inc. 499 West Shaw Avenue, Ste. 130 Fresno CA 93704-2516		CONTACT NAME: Regina Smith PHONE (A/C, No, Ext): (559) 226-4700 E-MAIL ADDRESS: regina@reinhardtinsurance.com FAX (A/C, No): (559) 226-2345	
INSURED Fresno Arts Council 1245 Van Ness Ave. Fresno CA 93721		INSURER(S) AFFORDING COVERAGE INSURER A: NONPROFITS INS ALLIANCE OF CA INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 011845	

COVERAGES **CERTIFICATE NUMBER:** 2021-2022 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			2021-21816	09/07/2021	09/07/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Liquor Liability \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			2021-21816	09/07/2021	09/07/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			2021-21816A-UMB	09/07/2021	09/07/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Social Service Professional Liability Directors & Officers			2021-21816 & 2021-21816-DO	09/07/2021	09/07/2022	1,000,000 occ 2,000,000 agg 1,000,000 occ 1,000,000 agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re; Salazar Community Center, 1800 Sheridan St., Selma, CA 93662

CERTIFICATE HOLDER

CANCELLATION

City of Selma
1710 Tucker Street

Selma

CA 93662

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Walter R Reinhardt

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CITY OF SELMA

Check Register Report

Council Approval Date: 11/21/2022

Check Numbers - Inclusive: 80537 through 80622

Successor Check Numbers - Inclusive: through

THE ABOVE LISTED CHECK NUMBERS ARE WITHIN THE 2022/2023 BUDGET AS ADOPTED
BY THE CITY COUNCIL.

THE FOLLOWING ELECTED OFFICIALS HAVE APPROVED THE ATTACHED
"CHECK REGISTER REPORT."

Mayor

Mayor Pro-Tem

Councilmember

Councilmember

Councilmember

CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
80537	11/08/22	Printed	ABSHERE-HANSEN CONSULTING	2022 FIREWORK ADMINISTRATIVE APPEAL HEARINGS		3,187.00
80538	11/08/22	Printed	ALL VALLEY ENVIRONMENTAL, INC.	SERVICE GREASE TRAP AT SENIOR CENTER		135.00
80539	11/08/22	Printed	ERIK ANDERSEN	PIPPIN SET SUPPLIES REIMB.		246.05
80540	11/08/22	Void		Void Check		0.00
80541	11/08/22	Printed	ARAMARK UNIFORM	UNIFORMS/TOWELS/FIRST AID KITS 10/6-10/13/22		629.92
80542	11/08/22	Printed	AT&T	TELEPHONE -OCTOBER 2022		35.97
80543	11/08/22	Printed	AT&T	INTERNET SERVICE -CVTC 10/6/22-11/5/22	R	90.25
80544	11/08/22	Printed	AT&T	INTERNET SERVICE -WEED & SEED 10/11/22-11/10/22		74.90
80545	11/08/22	Printed	AT&T	PD FIRE ALARM		220.57
80546	11/08/22	Printed	AT&T MOBILITY	TELEPHONE-MDT'S 9/12-10/11/22		1,742.50
80547	11/08/22	Printed	BANNER PEST CONTROL INC	PEST CONTROL -OCTOBER 2022		471.00
80548	11/08/22	Printed	BLUE CROSS AND BLUE SHIELD OF	AMBULANCE OVERPAYMENT REIMB		1,295.36
80549	11/08/22	Printed	JAY WESLEY BROCK / TOP DOG TRAINING CENTER	K9 MAINTENANCE 10/15/22		180.00
80550	11/08/22	Printed	CALIFORNIA BUILDING STANDARDS	BUILDING STANDARDS FEE 7/1/22-9/30/22	R	267.30
80551	11/08/22	Printed	JONATHAN CHACON	PISTOL MOUNTED OPTICS INST. COURSE PER DIEM 11/13-11/15/22		160.00
80552	11/08/22	Printed	CISCO SYSTEMS CAPITAL CRP	LEASE-PHONE SYSTEM/BACKUP		1,375.84
80553	11/08/22	Printed	COOK'S COMMUNICATION CORP	LIGHT BARS & SIRENS FOR NEW COMMAND TRUCKS		23,098.42
80554	11/08/22	Printed	DATA TICKET, INC.	PARKING CITATION PROCESSING SEPTEMBER 2022		200.00
80555	11/08/22	Printed	DATAPATH LLC	P2P FOR ART CENTER, BARRACUDA MESSAGE ARCHIVER		11,996.30
80556	11/08/22	Printed	DEPARTMENT OF CONSERVATION	SMIP & SEISMIC FEE REPORT 7/1/22-9/30/22	R	774.20
80557	11/08/22	Printed	DEPARTMENT OF GENERAL SERVICES	ADMIN HEARINGS AUGUST 21-MAY 22		10,986.25
80558	11/08/22	Printed	DEPARTMENT OF JUSTICE	FINGERPRINTS -JULY 2022 & BLOOD ALCOHOL ANALYSIS SEPTEMBER 2022		347.00
80559	11/08/22	Printed	DEPARTMENT OF TRANSPORTATION	DAMAGED TRAFFIC SIGNAL		264.68
80560	11/08/22	Printed	DON BERRY CONSTRUCTION INC.	SELMA SIDEWALK CONNECTIVITY		16,081.85
80561	11/08/22	Printed	JOEL A FEDOR / FEDOR PLUMBING	INSTALLED DRINKING FOUNTAIN AT SENIOR CENTER		472.95
80562	11/08/22	Printed	RICHARD FIGUEROA	PISTOL MOUNTED OPTICS INST. COURSE PER DIEM 11/13-11/15/22		160.00
80563	11/08/22	Printed	FIRE RECOVERY EMS LLC	AMBULANCE BILLING -AUGUST 2022		16,355.15
80564	11/08/22	Printed	FORTNER'S AUTO SERV & TOWING	TOWING SERVICES UNIT# 198		195.00
80565	11/08/22	Printed	FRESNO CITY COLLEGE	TRAFFIC COLLISION COURSE 9/12/22-9/16/22	R	552.00
80566	11/08/22	Printed	FRESNO COUNCIL OF GOVERNMENTS	MULTI-JURISDICTIONAL HOUSING ELEMENT		1,571.14
80567	11/08/22	Printed	FRESNO OXYGEN	OXYGEN RENTALS		451.18
80568	11/08/22	Printed	GEIL ENTERPRISES INC	JANITORIAL SERVICES-OCTOBER 22		4,327.00
80569	11/08/22	Printed	DOMINIC GRIJALVA	DESIGN AND MARKETING- 1ST HALF 2022/2023 SEASON		1,200.00
80570	11/08/22	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL CLAIMS 9/14/22		1,346.40
80571	11/08/22	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL CLAIMS 9/21/22		515.43
80572	11/08/22	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL CLAIMS 9/28/22		1,514.10
80573	11/08/22	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL CLAIMS 10/4/22		552.33
80574	11/08/22	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL CLAIMS 10/12/22		2,254.96
80575	11/08/22	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL CLAIMS 10/19/22		671.00
80576	11/08/22	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL CLAIMS 10/26/22		1,292.50
80577	11/08/22	Printed	HENRY SCHEIN INC.	MEDICAL SUPPLIES		1,613.83
80578	11/08/22	Printed	RAUL R HERRERA JR / ECN POLYGRAPH & INVESTIGATIONS	POLYGRAPH SERVICES 10/4/22-10/20/22		400.00
80579	11/08/22	Printed	VANESSA M. HERRERA	TRICK OR TREAT EVENT & SENIOR RESOURCE FAIR SUPPLIES REIMB.		29.67
80580	11/08/22	Printed	JUSTIN HILL / FAILSAFE TESTING	ANNUAL INSPECTION OF T-111		2,025.00
80581	11/08/22	Printed	KIMBERLY HOUSTON	PIPPIN PROP SUPPLIES REIMB.		25.49
80582	11/08/22	Printed	INDUSTRIAL SAFETY LLC	SAFETY GLASSES -PW		126.83
80583	11/08/22	Printed	IRG MASTER HOLDINGS, LLC	CENTRAL VALLEY TRAINING CENTER NOVEMBER 2022 LEASE, UTILITIES 8/25-9/26/22. LATE FEE	R	12,858.47
80584	11/08/22	Printed	JORGENSEN & COMPANY	FIRE EXTINGUISHER INSPECTION SALAZAR CENTER, SAFETY HARNESSES		455.83
80585	11/08/22	Printed	MICHAEL KAIN	MEDICAL PREMIUM REIMB OCTOBER 2022		1,401.18
80586	11/08/22	Printed	KAY PARK RECREATION	BBQ GRILL -BRENTLINGER PARK		1,367.28
80587	11/08/22	Printed	JEFF KESTLY	MEDICAL PREMIUM REIMB OCTOBER 2022		209.05
80588	11/08/22	Printed	KINGS INDUSTRIAL OCCUPATION	PRE-EMPLOYMENT PHYSICALS JULY-SEPT 2022		4,047.68
80589	11/08/22	Printed	KOSMONT & ASSOCIATES INC	INFRASTRUCTURE & FINANCING ANALYSIS -SEPTEMBER 2022		12,220.00
80590	11/08/22	Printed	LIFE-ASSIST INC.	MEDICAL SUPPLIES		505.70
80591	11/08/22	Printed	MEDLINE INDUSTRIES, INC.	MEDICAL SUPPLIES		2,141.30
80592	11/08/22	Printed	MIDSTATE BUILDERS SPECIALTIES	CUTOUT DOOR TO INSTALL VISION KIT & GLASS -NEW PD		1,181.46
80593	11/08/22	Void		Void Check		0.00
80594	11/08/22	Printed	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES		995.52
80595	11/08/22	Printed	CHRISTOPHER ORTIZ-BELCHER	1ST HALF OF ART CENTER SERVICE COSTS		1,050.00
80596	11/08/22	Printed	PAUL JACOBS CONSTRUCTION INC	BOARD UP 2064 3RD ST & 2331 NEBRASKA	R	6,179.67
80597	11/08/22	Printed	PG&E	UTILITIES -OCTOBER 2022		33,335.07
80598	11/08/22	Printed	PG&E	UTILITIES -OCTOBER 2022		385.78
80599	11/08/22	Printed	PG&E	UTILITIES -OCTOBER 2022		129.04
80600	11/08/22	Printed	PG&E	UTILITIES -OCTOBER 2022		17,547.34
80601	11/08/22	Printed	PG&E	UTILITIES -OCTOBER 2022		428.18
80602	11/08/22	Printed	PG&E	UTILITIES -OCTOBER 2022		14.02
80603	11/08/22	Printed	RAVE WIRELESS INC	ANNUAL RENEWAL OF MASS NOTIFICATION SYSTEM		4,750.00
80604	11/08/22	Printed	DANIEL ANTHONY RIVAS	FIRE INSPECTOR COURSE REIMB.		898.05
80605	11/08/22	Printed	ALBERT PEREZ RODRIGUEZ / 4 SEASON LAWN SERVICE	SHAFFER PARK PONDING BASIN CLEAN UP		750.00

CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
80606	11/08/22	Printed	SAN JOAQUIN VALLEY AIR	22/23 PORTABLE EQUIPMENT REGISTRATIONS		494.50
80607	11/08/22	Printed	SCOTT SANDERS	MEDICAL PREMIUM REIMB OCTOBER 2022		1,171.24
80608	11/08/22	Printed	SECOND CHANCE ANIMAL SHELTER	MONTHLY SUPPORT NOVEMBER 2022		8,163.57
80609	11/08/22	Printed	SITEONE LANDSCAPE SUPPLY, LLC.	IRRIGATION SUPPLIES, WRENCH, SHOVELS, FERTILIZER		526.88
80610	11/08/22	Printed	SOUND CONTRACTING INC	DEFECTIVE LIGHTING CONTROLLER		446.77
80611	11/08/22	Printed	SPARKLETTS	WATER SERVICE -PD		169.95
80612	11/08/22	Printed	STATEWIDE TRAFFIC SAFETY AND SIGNS INC	NO TRESPASSING SIGNS		475.08
80613	11/08/22	Printed	STERICYCLE, INC.	STERI-SAFE OSHA COMPLIANCE NOVEMBER 2022		189.28
80614	11/08/22	Printed	STERLING CODIFIERS INC.	ORDINANCE CODIFICATION		143.19
80615	11/08/22	Printed	SUNBELT RENTALS	TRACTOR RENTAL		2,019.89
80616	11/08/22	Printed	SURVEILLANCE INTEGRATION INC.	SERVICE CALL -RINGO PARK		374.55
80617	11/08/22	Printed	THE CRISCOM COMPANY	SEWER INFRASTRUCTURE NOVEMBER 2022		4,500.00
80618	11/08/22	Printed	THEATRICAL RIGHTS WORLDWIDE	ON YOUR FEET LICENSING FEE		4,865.00
80619	11/08/22	Printed	THOMAS J O'LAUGHLIN MD INC.	MEDICAL DIRECTOR DECEMBER 2022		500.00
80620	11/08/22	Printed	TIFCO INDUSTRIES, INC.	MAINTENANCE SYSTEM STORAGE		225.61
80621	11/08/22	Printed	TROY ROOFING, INC.	REFUND PERMIT# 22-0037		398.35
80622	11/08/22	Printed	TULARE CO JAIL INDUSTRIES	DIGITAL PRINT OF UNIT#1008		339.41
TOTAL						239,366.21

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

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

November 21, 2022

ITEM NO: 2

SUBJECT: Presentation by Kosmont Companies regarding Tax-Increment Financing Analysis

BACKGROUND: The City Council approved the completion of an Infrastructure Funding and Financing Analysis by Kosmont Companies (Kosmont), a leader in the field of tax increment financing, including Enhanced Infrastructure Financing Districts (EIFDs).

DISCUSSION: Joseph Dieguez and Stephanie Ontiveros from Kosmont will be presenting the preliminary results of the analysis and answer any questions from the Council before proceeding to the next steps (i.e. Resolution of Intention, outreach to County of Fresno, etc.).

FISCAL IMPACT: There is no fiscal impact associated with this item at this time.

RECOMMENDATION: Consultant and City Staff can answer any questions and provide information on the next steps in the process.

Fernando Santillan
City Manager

Date

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

November 21, 2022

ITEM NO: 3

SUBJECT: Consideration of a Resolution Approving a Request for a Fee Waiver for the Selma Chamber of Commerce Christmas Parade

BACKGROUND: The Selma Chamber of Commerce has submitted a request to waive fees associated with their Christmas Parade event (Attachment #1).

Fees associated with this event include Special Events Permit, Sound Permit, Street Closure Permit, and Barricade Rentals, which all total Two Thousand, Two-hundred Seventy Dollars (\$2,270.00). A detailed listing of the fees is below:

<i>Application Fees</i>	
Special Event Application	\$945
Sound Permit	\$80
Street Closure Permit	\$175
Barricade Rentals	\$1,070
Event Fee Total	\$2,270

DISCUSSION: The event is scheduled for Saturday, December 3, 2022 from 3 p.m. – 9:00 p.m. Attachment 1 contains details about the event boundaries, anticipated number of attendees, and additional details. The fee waiver serves a public purpose by bringing many residents and individuals from neighboring communities to the City of Selma, thereby serving as a vehicle to bring additional revenue to the community. The fee waiver request is consistent with the City's policy regarding such actions, as the Chamber is an active 501(c)3 organization, and the event is open to the entire community.

FISCAL IMPACT: The City would forgo both the application fees associated with the event, which total \$2,270.00. Revenues for these activities were not anticipated within the FY 22/23 Budget.

RECOMMENDATION: Staff recommends that City Council approve the fee waiver request submitted by the Selma Chamber of Commerce for the Christmas Parade.

Rob Terry
Deputy City Manager

Date

Fernando Santillan
City Manager

Date

Attachments

1. Selma Chamber of Commerce Christmas Parade Application Package
2. Resolution approving the fee waiver for the Christmas Parade

RESOLUTION NO. 2022 – __R

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SELMA, CALIFORNIA, APPROVING A
REQUEST FOR A FEE WAIVER FOR THE SELMA
CHAMBER OF COMMERCE CHRISTMAS PARADE**

WHEREAS, the Selma Chamber of Commerce (“Chamber”) requested that the City Council waive fees associated with its Annual Christmas Parade event to be held on December 3, 2022; and

WHEREAS, the total fees associated with the Christmas Parade event are Two Thousand, Two-hundred Seventy Dollars (\$2,270.00), which includes the fees for the special events permit, sound permit, street closure permit, and barricades; and

WHEREAS, the total amount the Chamber is requesting the City Council to waive is Two Thousand, Two-hundred Seventy Dollars (\$2,270.00); and

WHEREAS, while the City is proposing to waive Two Thousand, Two-hundred Seventy Dollars (\$2,270.00) associated with the Christmas Parade event, The Chamber is still required to comply with all other provisions of the City’s Municipal Code; and

WHEREAS, The Chamber is a valuable community partner, and consistently works with the City to promote community events, provide resources for a stronger economy, promote local business growth, and create and maintain a sense of community pride. The fee waiver serves a public purpose in that it aims to attract many residents and individuals from neighboring communities to the City, thereby serving as a vehicle to bring additional revenue to the community. The Chamber is an active 501(c)3 organization.

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

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

SECTION 2. The City Council hereby approves the fee waiver for fees associated with the Christmas Parade event in the amount of Two Thousand, Two-hundred Seventy Dollars (\$2,270.00).

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

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

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

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

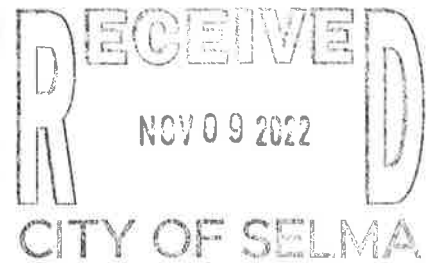
PASSED, APPROVED AND ADOPTED this 21st day of November, 2022, by the following vote:

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

Scott Robertson, Mayor

ATTEST:

Tiffany Flores, Acting City Clerk



City of **Selma**
APPLICATION FOR
PARADE AND SPECIAL EVENTS PERMIT

Planning Office Use Only		
Date Received:		
<input type="checkbox"/> Application Complete	Date:	<input type="checkbox"/> Harmless Agreement
<input type="checkbox"/> Application Fee Paid	\$	<input type="checkbox"/> Insurance Forms
<input type="checkbox"/> PD Inv. Fee Paid	\$	<input type="checkbox"/> ABC License
<input type="checkbox"/> Facilities Event		<input type="checkbox"/> Minor / Major

[PRINT OR TYPE ALL INFORMATION]

CONTACT PERSON Char Tucker Telephone 559-289-7848
 Address 1821 Tucker Street City/Zip Selma 93662
 Primary Email chamberdirector@cityofselma.com Alternate Email Charhome@loans@sbcglobal.net
 Alternate Contact Person _____ Telephone 289-7848
 Address 1821 Tucker Street City/Zip Selma 93662
 SPONSOR/ORGANIZATION Selma Chamber of Commerce Telephone 891-2235
 Address same as above City/Zip _____
 Officer _____ Title _____
 EVENT CHAIRPERSON _____ Telephone 891-2235
 Address _____ City/Zip _____
 Nature and Purpose of Event Christmas Parade/Santa's Arrival - Food and Craft Fair
 DATE OF EVENT December 3, 2022
 Start Time: 3:00pm End Time: 9:00 PM
 Location Boundaries (list main streets) Lincoln Park
 North McCall East Rose
 South Mill West Selma
 Estimated Number of participants or attendees 2,500
 Types of Vehicles Cars, Trucks
 Types of Animals 0
 Number of Animals 0
 Types of Structures 0
 Number of Structures 0
 Description of Sound Amplification Equipment Portable Sound System
 Description of Food/beverage(s) to be sold and/or served Hot dogs, Tacos, hot drinks - Various
 Name of Private Security None Telephone _____
 Estimated Parking Requirements No additional Number of Spaces needed _____

City of Selma

APPLICATION FOR
PARADE AND SPECIAL EVENTS PERMIT

PAGE 2

THE FOLLOWING ADDITIONAL INFORMATION IS REQUIRED FOR PARADES, RACES, AND OTHER EVENTS ALONG A ROUTE:

ASSEMBLY POINT North and Grant

Boundaries North Arrants

Boundaries South McCall

Boundaries East North, First, McCall

Boundaries West North, First, Second

Time of Assembly for participants: 4:30

am/pm

Route to be traveled:

North Street to down High to Second and ending on Tucker and Selma Streets

List of all portions of the streets to be traversed:

North, High second

Map included: Yes x No

Intervals of space/time to be maintained between the units 3 min

Number of floats 20

Size(s) of floats (width, length & height of largest float) varies, cars, trailers, pick-ups all hand made

Material & size (types of cloth, etc.) for flags/banners/signs:

Paper, banners and lights

I, the undersigned representative, have read the rules and regulations with reference to this permit and am duly authorized to enjoin the organization(s) or person(s) listed on this application for the responsibilities listed in the Selma Municipal Code Section in its entirety and as applied to the city of Selma:

Signed Char Vicker

Date 11-8-22

Title Chamber Pres

CDL # P07218674 SSN: 551-82 6881

POLICE DEPARTMENT USE ONLY: APPROVED X DENIED () DATE: 11/10/22 REASON

NAME R. J. G. B. TITLE CHIEF OF POLICE

FIRE DEPARTMENT USE ONLY: APPROVED X DENIED () DATE: 11/14/22 REASON

NAME R. J. G. B. TITLE Fire Chief

PUBLIC WORKS DEPARTMENT USE ONLY: APPROVED () DENIED () DATE: REASON

NAME TITLE Maint III Streets Lead

PLANNING DEPARTMENT USE ONLY: APPROVED X DENIED () DATE: 11-14-22 REASON

NAME TITLE Deputy City Manager



CITY OF SELMA

POLICE DEPARTMENT

SOUND AMPLIFYING EQUIPMENT APPLICATION

Applicant: <u>Selma Chamber</u>	Phone: <u>559 289-7898</u>
Date: <u>12-3-22</u>	Time (s): <u>5:00 PM - 8:00 PM</u>
Location: <u>Lincoln Park</u>	Fee: <u>\$80</u>

The application to have music is approved for the above date or dates, and subject to daily fee for each date listed. **The applicant is subject to the following restrictions and conditions.**

The city Municipal Code restricts ambient noise levels in residential areas between 7 AM to 10 PM.

The applicant is restricted to the specified hours of operation and must conclude no later than 10 pm.

1. The City Municipal Code prohibits excessive noise as follows:
"No person shall make, cause, or suffer or permit to be made, or caused upon any premises or upon any street, sidewalk, alley, or place within the City, any sound or noise which causes discomfort or annoyance to any reasonable person of normal sensitivity residing or working in the area. The provisions of this section shall apply to the use and operation of any of the following noise sources:
Radios, musical instruments, photographs, televisions sets, tape decks or other machines or devices used for the amplifications, productions or reproduction of sound, or the human voice.
2. Any noise or sound clearly exceeding the reasonable ambient noise level at the property line of any person offended thereby, shall be deemed to be prima facie evidence of violation of Municipal Code.
3. If the Selma police Department receives two or more calls due to a disturbance of peace, as a result of the live music, an initial warning notice will be issued. If after a second complaint the disturbance continues, the applicant and/or the person in control of the residence or event is subject to noise disturbance response charge. In addition, the person in control of the residence or event may be subject to criminal action for disturbance of the peace.

I have read and understand the above restrictions and conditions and agree to abide by them.

Chad Tucker
(Signature of Applicant:

Date:

11-8-22

Zgh
Approved by:

Date:

11/13/22

CITY OF SELMA
APPLICATION FOR TEMPORARY STREET CLOSURE

The undersigned hereby accepts and agrees to comply with all City Policies, Ordinances, State Laws and rules and regulations. For "TEMPORARY STREET CLOSURE PERMIT" Date of closure: 12-3-22

Between the hours of 4:00 PM and 9:00 PM on HIGH ST

Between: Selma / First / North and McCall / First / North
Street Name Street Name

Responsible Party: Char Tucker Date: 11-8-22
Permittee's Signature

Name: Selma Chamber

Address: 1821 Tucker St

Email: chamberdirector@cityofselma.com

Telephone No: 559-891-2235

Reason for Street Closure: Christmas parade
Santa Arrival

APPROVED: [Signature] CHIEF OF POLICE DATE: 11/13/22

APPROVED: [Signature] CHIEF OF FIRE DATE: 11/14/22

APPROVED: [Signature] DEPUTY CITY MANAGER DATE: 11-14-22

FOR OFFICE USE BELOW

Date: 12/3/22 \$: 175

Fees for Temporary Street Closure Permit

Rental of 107 Barricades @ \$10.00 each \$: 1,070

Total: 1,245

An additional fee of \$35 will be charged for each damaged or unreturned barricade

Barricades returned in good order: _____ By: _____ Date: _____

Barricades not returned in good order: _____ By: _____ Date: _____

*** Responsible Party to pick up and return Barricades***

City of Selma Yard: 1325 Nebraska Ave

(559) 891-2216

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 District Chamber of Commerce

Address: 1821 Tucker Street

Telephone: 559-891-2235 Cell: 559-289-7848

Email: chamberdirector@cityofselma.com

Event Coordinator: Char Tucker

Telephone: Same Cell: Same

Email: Same

Nonprofit 501(c) (3) tax-exempt organization: 94-1116550

Located in Selma: _____

Has organization received any other financial assistance from the City this year? Yes.

EVENT INFORMATION

Name of Event: Selma Christmas Parade / Santa Arrival

Type of Event: Parade / Food / Craft Fair

Facility Requested or Event Location: Lincoln Park

Date of Event: Dec. 3, 2022

Event Hours:

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

Set up: Dec 3 Clean up: Dec 3

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

Parade will travel to Lincoln Park where
Santa will light Christmas Tree. Vendors
will be set up.

Is the event open to the public: Yes

Estimated number of participants/spectators: 1,000

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: Lighting the Community Christmas Tree -
Allows organization, schools and clubs to
help bring in the Christmas Season.

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

Newspaper - Electronic Sign + Flyers

Will the event create revenue-generating opportunities for local Selma businesses? If so, how: yes joining as a vendor for the Fair

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

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

Form completed by vendor

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

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:

Other organizations participating in event:

Will this event receive third party funding or sponsorship: No

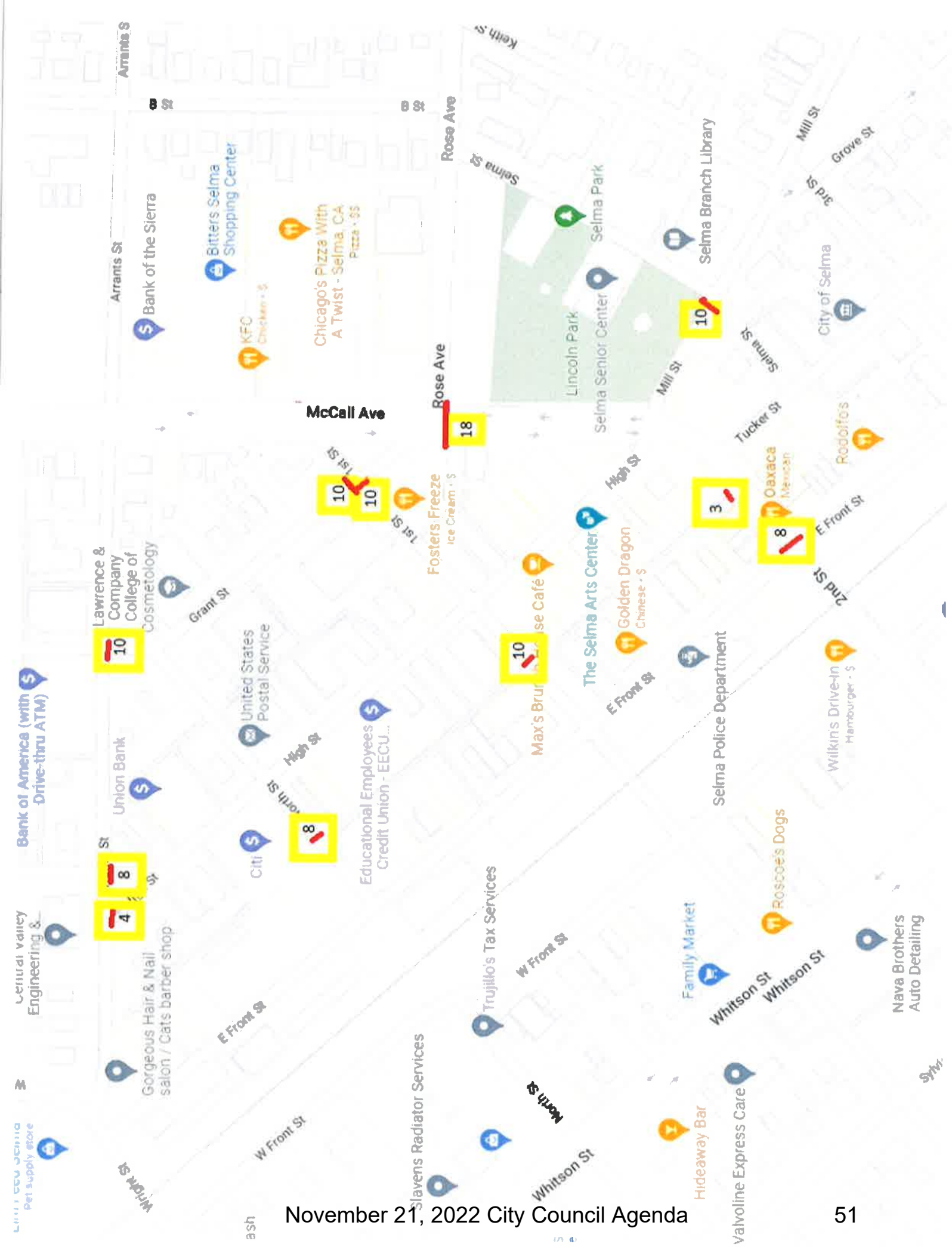
Name of Applicant (Print): Char Tucker

Date: 11-8-22

Signature of Applicant: [Signature]

Please deliver completed application to (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:	<u>11/9/22</u>
Received By:	<u>[Signature]</u>
Application Rcvd ()	IRS 501(3)(c) Rcvd ()
Date Forwarded for Approval:	<u> </u>



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

November 21, 2022

ITEM NO: 4

SUBJECT: Consideration of Approval for Design of City-owned Sign Located in the Center Median of the North Side of Floral Avenue and Highland Avenue Intersection

BACKGROUND: On October 18, 2021, the City Council voted in favor of updating the existing City-owned sign within the median of the north intersection of Floral and Highland Avenues (Attachment 2); directing staff to work on the final design, and return to Council for formal design approval, when available.

DISCUSSION: The final proposed design has been completed (Attachment 3), and is being presented to City Council for final approval consideration. The design incorporates the traditional woodgrain background found on the original sign, as well as includes the Selma grape graphic, celebrating our community as the Raisin Capital of the World.

Funding for the sign has been offered by Mr. Dwight Nelson, who was the party that originally approached the City to update the signage.

FISCAL IMPACT: There is no current fiscal impact to the City for the proposed actions, as funding for the sign has been offered in full by Mr. Dwight Nelson.

RECOMMENDATION: Staff recommends that City Council approve a resolution approving the proposed design, and directing staff to work with the funder and contractor/vendor to complete the sign upgrading process.

Rob Terry
Deputy City Manager

Date

Fernando Santillan
City Manager

Date

Attachments

1. Resolution approving the proposed design of the City-owned sign in the median of the north intersection of Floral and Highland Avenues, and directing staff to complete the installation process
2. Existing Sign
3. Proposed Sign Design

RESOLUTION NO. 2022 – __R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA, APPROVING THE PROPOSED SIGN DESIGN FOR REPLACEMENT OF THE EXISTING SIGN LOCATED IN THE MEDIAN OF THE NORTH INTERSECTION OF FLORAL AND HIGHLAND AVENUES, AND DIRECTING STAFF TO COMPLETE INSTALLATION OF THE SIGN

WHEREAS, On October 18, 2021, the City Council voted in favor of updating the existing City-owned sign within the median of the north intersection of Highland and Floral Avenues; directing staff to work on the final design, and return to Council for formal design approval, when available; and

WHEREAS, the final proposed design has been completed, and is being presented to City Council for final approval consideration; and

WHEREAS, the design incorporates the traditional woodgrain background found on the original sign, as well as includes the Selma grape graphic, celebrating our community as the Raisin Capital of the World; and

WHEREAS, full funding for the sign has been offered by Mr. Dwight Nelson, who was the party that originally approached the City to update the signage.

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

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

SECTION 2. The City Council hereby approves the design of the sign, and hereby directs the City Manager, or designee, to work with the funder and contractor/vendor to complete the sign upgrading process.

PASSED, APPROVED AND ADOPTED this 21st day of November, 2022, by the following vote:

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

Scott Robertson, Mayor

ATTEST:

Tiffany Flores, Acting City Clerk

ATTACHMENT 2 – Existing Sign



ATTACHMENT 3 – Proposed Sign



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

November 21, 2022

ITEM NO: 5

SUBJECT: APPROVE A MAINTENANCE AGREEMENT WITH SURVEILLANCE INTEGRATION OF CURRENT SURVEILLANCE CAMERA PROGRAM WITHIN THE CITY OF SELMA.

BACKGROUND: The City has already recognized the importance of a surveillance system at the Police Department, Parks and crucial high traffic intersection in the City of Selma. As the police department plans to expand its citywide surveillance camera project; it is crucial to maintain its existing equipment and investment of this program. As the City began its Surveillance Camera Program in 2014-2015 and has expanded to over 100 cameras throughout the city; it is necessary to continue a maintenance program to ensure efficient operability.

As criminal investigations are complex, comprehensive and in-depth endeavors, requiring Detectives and Officers to ensure they are gathering and memorializing all the necessary statements and visual images to achieve a successful prosecution. The maintenance of our system will continue to be a force multiplier allowing officers to search for offenders and offender vehicles once they are alerted to criminal activity. Our system allows officers to track offenders to and from the crime scene to provide investigators with crucial evidence needed to identify offenders and secure prosecution.

DISCUSSION: The Selma Police Department is requesting to re instate our maintenance agreement with Surveillance Integration which encompasses our current camera program of over 100 cameras throughout the system. They are a proven integrator who performed the original implementation, installation and maintenance of the surveillance Avigilon system at the Selma Police Department. This Avigilon system is also by Parlier, Orange Cove, and Sanger Police Departments. Since offenders from our neighboring cities also commit crimes in these surrounding communities and vice versa, use of this system will also allow investigators to assist one another in investigations.

FISCAL IMPACT: The cost for this maintenance agreement through Surveillance Integration is \$47,051.56. Currently we have budgeted an amount of \$47,000.00 in Fiscal Year 2022-2023 Fiscal Year under Maintenance Agreements, 100-2100-600.475.000.

- 1) **RECOMMENDATION:** Approve the maintenance agreement with Surveillance Integration for our surveillance camera program. This expenditure was previously approved and adopted in this 2022-2023 fiscal year budget.

Rudy Alcaraz
Police Department

Date

Fernando Santillan
City Manager

Date

RESOLUTION NO. 2022 – __R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA, APPROVING AND AUTHORIZING THE CITY MANAGER TO
EXECUTE AN AGREEMENT BETWEEN SURVEILLANCE INTEGRATION AND
THE CITY OF SELMA TO MAINTAIN OUR SURVEILLANCE CAMERA SYSTEM**

WHEREAS, the agreement between agencies will ensure proper maintenance of the city wide surveillance camera system; and

WHEREAS, this maintenance agreement will ensure our current system is capturing data with the purpose of assisting the Police Department in enhancing crime solvability for successful prosecution; and

WHEREAS, Surveillance Integration is a proven integrator who performed the original implementation, installation and maintenance of the Avigilon surveillance system at the Selma Police Department. This Avigilon system is also by several of our surrounding agencies which integration with our allied law enforcement partners, which is a necessity, and Section 1-13-5 of the Selma Municipal Code allows for the required bidding process for City purchases in excess of \$15,000.00 to be bypassed when the “commodity can be obtained from only one vendor.

WHEREAS, the agreement provides that the City of Selma will pay an estimated cost of \$47,051.56 within this fiscal year; and

WHEREAS, the City of Selma is authorizing the City Manager to execute an agreement with Surveillance Integration for the purpose of providing maintenance of our surveillance camera system; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Selma as follows:

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

SECTION 2. The City Council hereby approves the agreement attached as Exhibit A and incorporated herein by reference.

SECTION 3. The City Manager is hereby authorized to execute the agreement and all necessary documents and make all necessary expenditures related to the same 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.

PASSED, APPROVED AND ADOPTED this 21st day of November, 2022, by the following vote:

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

Scott Robertson, Mayor

ATTEST:

Tiffany Flores, Acting City Clerk



CITY OF SELMA

POLICE DEPARTMENT



Date: November 3, 2022

To: Fernando Santillan, Selma City Manager

From: Rudy Alcaraz, Chief of Police

Subject: Justification of Sole Source for Surveillance Integration Camera Maintenance Program

Surveillance Integrations has designed and installed the surveillance camera systems for multiple Police Departments in our area including Sanger, Firebaugh, Parlier, Orange Cove, and Reedley. Based on the fact that video-based evidence is now a crucial factor in identifying perpetrators and securing prosecution, it was of utmost importance that we are able to share video information with our neighboring agencies since often times crimes and criminals move from jurisdiction to jurisdiction.

In addition, Surveillance Integration possesses the knowledge and experience in working with Municipal Police Departments, recognizing their needs, and troubleshooting issues dealing with integration with the Fresno County Computer networks and infrastructure that is required to enhance a project such as this. They also routinely collaborate with UNITY who supplies our IT law enforcement services.

It is for these reasons we elected to have Surveillance Integration perform this continued work.

Sincerely,

Rudy Alcaraz, Chief of Police



- Full Service - Customer Protection Plan

Schedule of Services

Availability:

Monday - Friday, 8AM-5PM, with 24-hour notice from authorized personnel.

Response Time Range:

Within 24-hour

Service contract customers receive priority response.

Defective equipment will be replaced with loaner equipment from our Service Pool, if available.

Resolution of service request normally occurs within 24 - 48 hours following the receipt of an authorized service call.

Parts Coverage:

All parts described in document "Selma scope of warranty coverage" are covered as part of this plan.

Labor Coverage:

All labor and travel expenses are covered under this plan.

We maintain a service pool of loaner equipment specifically to support our Full-Service Plan clients.

If our service technicians are not able to repair a piece of equipment at your location, then we will replace it with loaner equipment from our service pool (if available), keeping your system up and running. The defective equipment will be either repaired or replaced onsite.

Items NOT Covered:

This includes damage caused by misuse, abuse, accident, disaster, fire, flood, water, wind, lightning, and Acts of God. In addition, items designed to fail in order to protect the equipment, such as power and/or lightning suppressors, are also not covered by this plan.

Preventative Maintenance:

Onsite Preventative Maintenance will be performed annually.

Summary of cameras and devices to be covered under warranty

New Police Department building:

(Reference invoice 7813)

37 IP cameras

39 door openings with 5 access control panels

36 Standard Access control card readers

One long range reader for Sallyport vehicle gate

5 auxiliary power supplies

(Note, door locking hardware and rechargeable batteries not supplied/covered by warranty, will be repaired/replaced on time & materials basis)

Total of three video servers totaling 516TB of storage (existing locations at old PD and City Hall to be moved to new PD)

Two network switches

One rackmount 24 port high power PoE injector unit

Six surge/Lightning suppression devices

Five viewing station mini-PC's

Six cell/door entry intercom units

Old Police Department building:

(Reference invoice 7811)

12 cameras, mix of analog and IP types

Three analog network encoders

One network switch

Backup power supply

Public Areas:

(Reference invoice 7811)

41 IP cameras at 20 separate park/intersection locations

Four access points and high-capacity bridge to Shafer Park at city Hall

Three access points and high-capacity bridge to City Hall at Shafer Park

Three cross-site wireless bridges at public locations

Five network switches

30 Wireless receiving points

20 Power supplies

30 Surge suppression devices

Maintenance Yard:

(Reference invoice 7812)

10TB video server

Nine cameras

Five wireless links

Five surge suppression devices

Three network switches

Three amplified outdoor speakers

Three power supplies

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

November 21, 2022

ITEM NO: 6

SUBJECT: Consideration of Fresno COG Active Transportation Plan (ATP) Cycle 6 Application and Amending of the City's Active Transportation Plan

BACKGROUND: The Active Transportation Program (ATP) was created by Senate Bill 99 and Assembly Bill 101 to encourage increased use of active modes of transportation, such as biking and walking. Senate Bill 1 directs additional funding from the Road Maintenance and Rehabilitation Account to the ATP. On June 29, 2022, the California Department of Transportation (Caltrans) approved the Fresno Council of Governments Cycle 6, 2023 Regional Competitive Active Transportation Program Guidelines. As a local agency, the City of Selma is eligible to submit an ATP application for funding consideration.

The City currently has an adopted Active Transportation Plan (Attachment 3). Within this plan is identification of Class I Bikeway Improvements along the CID canal that goes from the Southwest of the community through the Northeast (commonly referred to as Selma Branch Canal, or Centerville and Kingsburg Canal). When the Active Transportation Plan was adopted in 2018, Evergreen Avenue at the canal was shown as the southern terminus for the proposed Class I Bikeway improvements. However, as the community has grown, annexations have been completed in the southern area of the City, and projects have received planning entitlement approval, extension of the proposed improvements along the remaining canal area to the south are now desired, to ensure future access and amenities for all residents in the community.

DISCUSSION: To ensure proper inclusion of the extended proposed Class I Bikeway facility alignment all along the canal alignment from northern to southern city limit lines, the figures and data associated with the alignment currently within the adopted Active Transportation Plan should be amended to include the point at Evergreen Street, south to Thompson Avenue (see Attachment 4). A portion of the identified expansion area (from Valley View Street southwest to Thompson Avenue) is being proposed as the Cycle 6 ATP Project.

FISCAL IMPACT: There is no current fiscal impact to the City for the proposed actions. Approval for any funding associated with the project would require Council action at the appropriate time in the future.

RECOMMENDATION: Staff recommends that City Council (1) approve the amending of the City's Active Transportation Plan to extend the currently identified Class I Bikeway canal-alignment improvements, to extend to the terminus of the canal at the southern city limit; and (2) to approve the resolution supporting submission of the Cycle 6 ATP

Application, to facilitate the piping of the CID canal, and placement of a Class I Bikeway facility, along the alignment from Valley View Street southwest to Thompson Avenue.

Rob Terry
Deputy City Manager

Date

Fernando Santillan
City Manager

Date

Attachments

1. Resolution approving the amending of the City's Active Transportation Plan, to extend the Class I Bikeway proposed within the Plan to the southern terminus of the current city limits
2. Resolution supporting the submission of the Cycle 6 Fresno COG ATP Application
3. City of Selma Active Transportation Plan, adopted April of 2018
4. Figure 4.4 - Map from current Selma Active Transportation Plan, showing expanded area

RESOLUTION NO. 2022 – __R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA, AMENDING THE ACTIVE TRANSPORTATION PLAN TO EXTEND A PROPOSED EXISTING IMPROVEMENT TO THE CITY'S SOUTHERN LIMITS

WHEREAS, the City of Selma adopted its Active Transportation Plan in April of 2018; and

WHEREAS, the Plan currently identifies Class I Bikeway Improvements along the CID canal that goes from the Southwest of the community through the Northeast; and

WHEREAS, when the Active Transportation Plan was adopted in 2018, Evergreen Avenue at the canal was shown as the southern terminus for the proposed Class I Bikeway improvements; and

WHEREAS, as the community has grown, annexations have been completed in the southern area of the City, and projects have received planning entitlement approval, extension of the proposed improvements along the remaining canal area to the south are now desired, to ensure future access and amenities for all residents in the community; and

WHEREAS, to ensure proper inclusion of the extended proposed Class I Bikeway facility alignment all along the canal alignment from northern to southern city limit lines.

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

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

SECTION 2. The City Council hereby amends the City's Active Transportation Plan to extend the Class I designation along the CID canal from Evergreen Street south along the canal alignment to the southern city limit line.

SECTION 4. The City Council hereby authorizes staff to make the necessary mapping, graphics and data adjustments to the adopted Active Transportation Plan to account for the extended line.

PASSED, APPROVED AND ADOPTED this 21st day of November, 2022, by the following vote:

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

Scott Robertson, Mayor

ATTEST:

Tiffany Flores, Acting City Clerk

RESOLUTION NO. 2022 – __R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA, REGARDING SUPPORT FOR THE CITY'S CYCLE 6 ACTIVE TRANSPORTATION PROGRAM APPLICATION, AS REQUIRED BY THE FRESNO COUNCIL OF GOVERNMENTS

WHEREAS, the Active Transportation Program provides grant funds for eligible local agencies for the purposes of increasing the proportion of biking and walking trips, increasing safety and mobility for non-motorized users, advancing the efforts of regional agencies to achieve greenhouse gas reduction goals, enhancing public health and addressing childhood obesity; and

WHEREAS, The California Department of Transportation (Caltrans) approved the Fresno Council of Governments Cycle 6, 2023 Regional Competitive Active Transportation Program Guidelines on June 29, 2022; and

WHEREAS, the City of Selma (City) applied to the Regional Active Transportation Program Cycle 6 for funding on November 18, 2022; and

WHEREAS, the City wishes to express: 1) its commitment to and support of the ATP, and the project the City submitted in the related ATP Cycle 6 call for projects; 2) its approval of the underlying program of projects, as expressed in the ATP applications the City submitted to the ATP cycle 6; and 3) its dedication to delivering the project as programmed and by the deadlines that will be later agreed upon between the City and the Fresno Council of Governments (FCOG) and/or other governmental agencies, if and when the project receives funding.

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

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

SECTION 2. The City Council hereby expresses their support for the ATP program.

SECTION 3. The City Council hereby expresses support for the submitted Cycle 6 ATP project.

SECTION 4. The City Council hereby authorizes the City Manager, or their designee, to accept an award given, if applicable; and execute the necessary agreements for said award.

PASSED, APPROVED AND ADOPTED this 21st day of November, 2022, by the following vote:

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

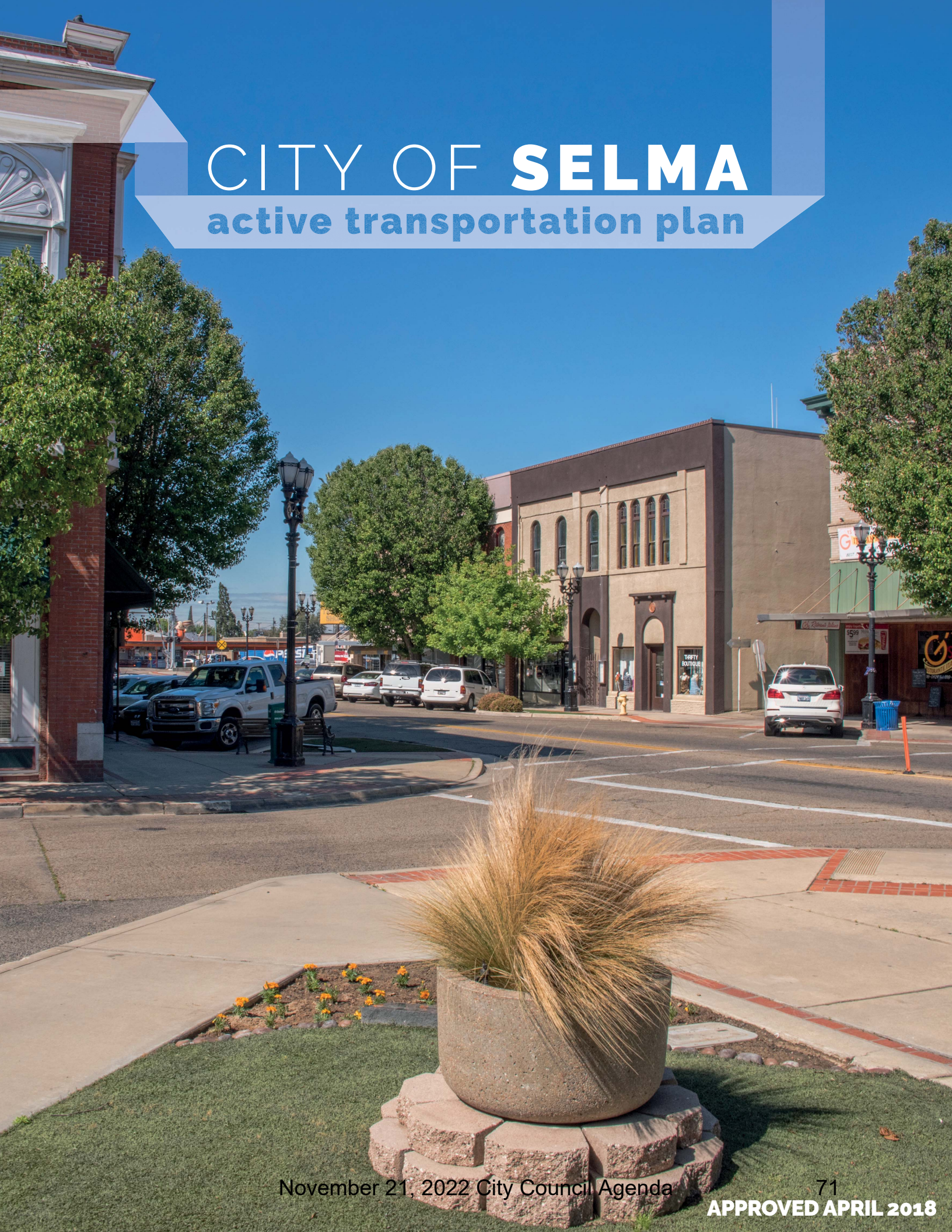
Scott Robertson, Mayor

ATTEST:

Tiffany Flores, Acting City Clerk

CITY OF SELMA

active transportation plan



ACKNOWLEDGEMENTS

The City of Selma thanks all residents, community members, and public agencies who contributed to the creation of this plan.



FEHR & PEERS



*Cover Photo: Corner of Second Street and
Tucker Street, Downtown Selma*

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EXECUTIVE SUMMARY

The Selma Active Transportation Plan (ATP) is a comprehensive guide outlining the vision for biking, walking, and other human-powered transportation in the City of Selma and a roadmap for achieving that vision. The ATP envisions a complete, safe, and comfortable network of trails, sidewalks, and bikeways that serves all who live and work in Selma. This plan seeks to achieve the following goals:

- Create a network of safe and attractive trails, sidewalks, and bike lanes that connect Selma residents to key destinations, especially local schools and parks
- Increase walking and bicycling trips in Selma by creating user-friendly facilities
- Increase safety by creating bicycle facilities and improving crosswalks and sidewalks for pedestrians

To achieve these goals, the ATP proposes a comprehensive network of citywide bikeways, trails, and sidewalks that connect all parts of Selma. This network provides links to key destinations, supports existing and future walking and biking activity areas, and connects neighborhoods throughout the City.

At build out, the recommended network would add 5.3 miles of Class I bike paths, 39.8 miles of Class II bike lanes, 8.9 miles of Class III bike routes, 0.9 miles of Class IV separated bikeways, and 6.1 miles of sidewalks. The ATP also makes recommendations for cross sections of a proposed trail along the east side of the City, roadway crossing improvements, and bicycle parking.

The estimated total cost of the proposed network is \$18.0 million. Implementation of the entire network facilities will occur over many years. Some improvements can be implemented relatively easily; however, other improvements are more complex and are not anticipated to occur in the near future. Facilities will be constructed in conjunction with adjacent land development, roadway maintenance and capacity enhancement projects, as well as active transportation infrastructure projects using funds available from several different local, state, and federal funding sources.



Selma School Crossing



Chapter 1

INTRODUCTION

Active transportation is human-powered travel, including walking, bicycling, and using a wheelchair. These activities have many important health, economic, environmental, and social benefits. Active transportation:

- Helps kids and families get to schools and parks
- Helps people get to work, shopping, restaurants, and bus stops
- Improves overall health and reduces the incidence of chronic diseases like heart disease, high blood pressure, diabetes, mental illness, and obesity
- Reduces road congestion and air pollution by replacing single occupancy vehicle trips with walking, biking and transit
- Provides personal financial savings on gas, parking, auto insurance, and vehicle upkeep

1.1 PURPOSE

The City of Selma is a community of 24,844 residents at the intersection of State Routes (SR) 99 and 43. Known as the “Raisin Capital of the World,” Selma is located in the central San Joaquin Valley, a prime American agricultural region. Selma’s flat topography and warm climate create good conditions for walking and bicycling much of the year. Selma averages only 12 inches of rain per year, and though summer daily high temperatures are often over 90 degrees Fahrenheit, winters are mild.

Despite these good environmental conditions, many parts of Selma were developed without good trails, sidewalks, or bike lanes that make walking and biking safe and comfortable for everyone. Disadvantaged communities are also less likely to have these facilities than other neighborhoods.

Selma residents also suffer from high rates of asthma and cardiovascular disease. According to CalEnviroScreen 3.0, census tracts in Selma are in the worst 20% for asthma, and all but one census tract is in the worst 20% for cardiovascular disease. Biking and walking can help improve these health challenges.

*Left Photo:
Second Street in Downtown Selma*

The City of Selma is working to address these needs. This Active Transportation Plan will make Selma eligible for new funding to create new trails, sidewalks, bike lanes, and other improvements for bicycling and walking.

The plan will support City applications for funding from the statewide Active Transportation Program. The plan will also support the use of funds provided through sources such as the Fresno County Measure C program.

This plan meets all requirements for active transportation plans as specified by the California Transportation Commission's 2017 Active Transportation Program Guidelines. A summary of these requirements and where they are addressed within this plan is provided in Appendix A, "Plan Conformance with ATP Guidelines."

This plan updates and supersedes the existing 2003 City of Selma Bicycle Transportation Plan and the bike plan presented in the City of Selma General Plan Update 2035, released in 2010.

1.2 VISION AND GOALS

The City of Selma Active Transportation Plan envisions a complete, safe, and comfortable network of trails, sidewalks, and bikeways that serves all residents of Selma. Specifically, this plan has been developed to accomplish the following goals:

- Create a network of safe and attractive trails, sidewalks, and bike lanes that connect Selma residents to key destinations, especially local

schools and parks

- Increase walking and bicycling trips in Selma by creating user-friendly facilities
- Increase safety by creating bicycle facilities and improving crosswalks and sidewalks for pedestrians

1.3 PUBLIC PARTICIPATION

Obtaining input from the residents of Selma was an important part of the ATP development process. The public helped identify recommended improvements to the bicycling and walking facilities as well as priorities for projects. Participation was solicited through:

- Outreach with flyers in English and Spanish, including distribution at Selma's popular Raisin Festival
- An online crowdsourced interactive map, with both English and Spanish captions
- An interactive workshop held to obtain input from the public, with Spanish translation provided

Appendix B, Public Participation, provides additional details of the public input received.

1.4 BICYCLE FACILITIES

Bicycle facilities have many components. This section describes the bikeways and supporting



facilities that comprise a complete bicycle network.

Bikeways are classified in Chapter 1000 of the Highway Design Manual (Caltrans, 2015) into four primary types: Class I bike paths (including shared use paths), Class II bike lanes, Class III bike routes, and Class IV separated bikeways.

1.4.1 CLASS I BIKEWAY (BIKE PATH)

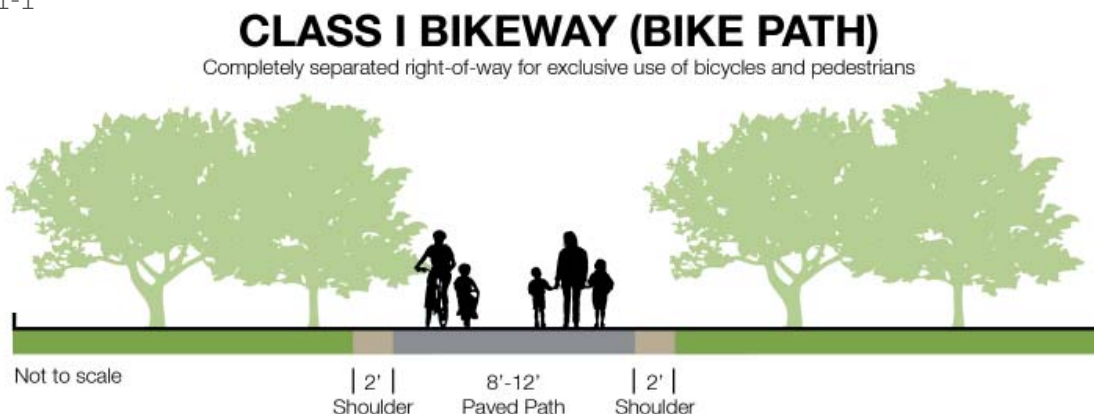
Bike paths, often referred to as shared-use paths or trails, are off-street facilities that provide exclusive use for non-motorized travellers, including bicyclists and pedestrians (Figure 1-1). Bike paths have minimal cross flow with motorists and are typically located along landscaped corridors. Bike paths can be utilized for both recreational and commute trips. These paths provide an important recreational amenity for bicyclists, pedestrians, dog walkers, runners, skaters, and those using other non-motorized forms of travel. They are frequently designed to offer a benefit to users, such as a connection not previously included in the bicycle

or pedestrian network, or traversing a barrier such as a freeway or river. Unless specifically allowed by local laws, equestrians are generally prohibited from using bike paths. If horses and riders are allowed to use the path, the facilities should be designed to accommodate all users, typically with wider widths than traditional multi-use paths.

Important considerations when designing a Class I Bikeway include:

- Separation from traffic
- Scenic attributes such as landscaping and trail placement highlighting views
- Shade
- Connections with other bikeways and activity centers
- Well-designed street crossings with measures such as grade separation, bike and pedestrian activated traffic signals, median islands, and

FIGURE 1-1



warning signs

- Curb ramps and curb cuts that are convenient and conform to the Americans with Disabilities Act (ADA)
- Adequate trail width, sight distance, and drainage
- Pavement markings and wayfinding signs
- Long-term maintenance needs

1.4.2 CLASS II BIKEWAY (BIKE LANE)

Class II bike lanes are on-street facilities that use striping, stencils, and signage to denote preferential or exclusive use by bicyclists. On-street bike lanes are located adjacent to motor vehicle traffic (Figure 1-2). Bike lanes are intended to alert drivers about the predictable movements of bicyclists and provide adequate space for comfortable riding.

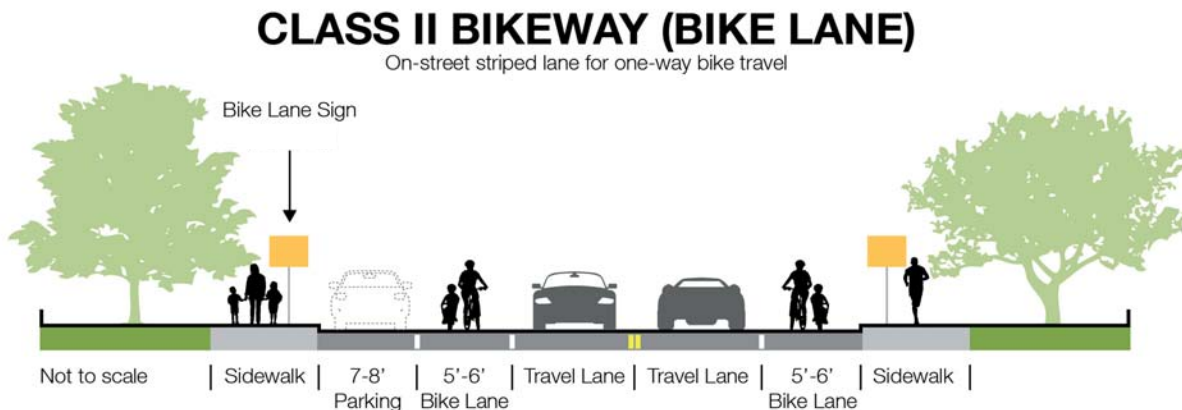
Key considerations when designing a Class II Bikeway include:

- Existing conditions
 - Most helpful on streets with greater than 3,000 vehicle average daily traffic (ADT) and a posted speed that is greater than 25 mph
 - Curb-to-curb width and parking

considerations in older neighborhoods can present challenges to design due to narrow roadways

- Design principles
 - Provide the maximum bike lane widths available to allow bicyclists to pass other riders safely and navigate around parked cars and other road hazards
 - Lane striping (six inches wide) should be dashed through heavily trafficked merging areas, including turn lanes at intersection approaches
 - Skipped green markings may also be used in conflict zones
 - Drainage grates must be designed to avoid catching bicycle tires
 - Left-side painted buffers on bike lanes improve separation between bicycles and vehicles with speeds greater than 35 mph on roads with high vehicle volumes
 - Right-side painted buffers can be added between parallel parked cars and the bike

FIGURE 1-2



lane to create a separation in the door zone, an area in which a driver may open their car door and hit a bicyclist

- Maintenance needs
 - Conduct maintenance frequently to avoid roadway hazards such as potholes and debris
 - Refresh striping and repair or replace damaged or faded signage

1.4.3 CLASS III BIKEWAY (BIKE ROUTE)

Class III bike routes are streets with pavement markings or signage where bicyclists travel on the shoulder or share a lane with motor vehicles (Figure 1-3). Class III bike routes can be utilized on low-speed and low-volume streets to connect bike lanes or paths along corridors that do not provide enough space for dedicated lanes. Shoulders are preferable but not required on streets with Class III bike routes. In addition to alerting motorists to the presence of bicyclists, bike routes help bike riders find their way to other bikeways or regional destinations like schools and parks.

Shared-lane markings, or sharrows, are a common Class III pavement marking that alerts drivers

that bicyclists are sharing the road and facilitate wayfinding through neighborhoods. They are best used on streets with less than 3,000 ADT.

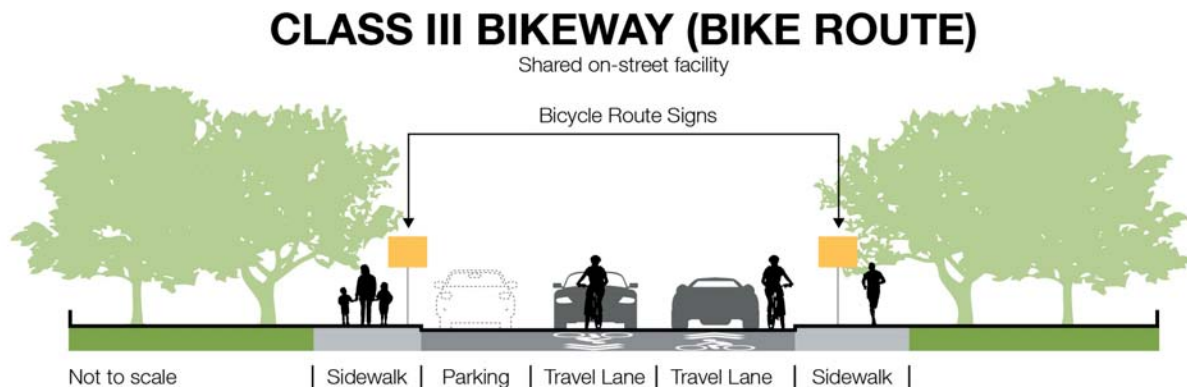
The chevrons in sharrow markings should be painted near the center of the travel lane, out of the parked vehicle door zone in which a driver may open their door and hit a bicyclist.

Key considerations when designing a Class III Bikeway include:

- Existing conditions
 - Best on streets with less than 3,000 ADT and



FIGURE 1-3



- a posted speed equal to or less than 25 mph
- Design principles
 - Shoulders are preferable but not required
 - Sharrow marking can be used to alert drivers to presence of bikes
- Maintenance needs
 - Conduct maintenance frequently to avoid roadway hazards such as potholes and debris

1.4.4 CLASS IV BIKEWAY (SEPARATED BIKEWAY)

Class IV separated bikeways, commonly known as cycle tracks, are physically separated bicycle facilities that are distinct from the sidewalk and designed for exclusive use by bicyclists. They are located within the street right-of-way, but provide comfort similar to Class I bike paths. The key feature of a separated bikeway is a vertical element that provides further separation from motor vehicle traffic. Common vertical elements used for separation include a vertical curb, a painted buffer with flexible posts, parked cars, a landscaped area, large planters, or a fixed barrier. Separated bikeways may also be constructed by creating a bike lane at a height above the vehicular lanes, with a continuous sloped transition. Separated bikeways can be either one-way or two-way, accommodating a single direction of travel or both (Figure 1-4).

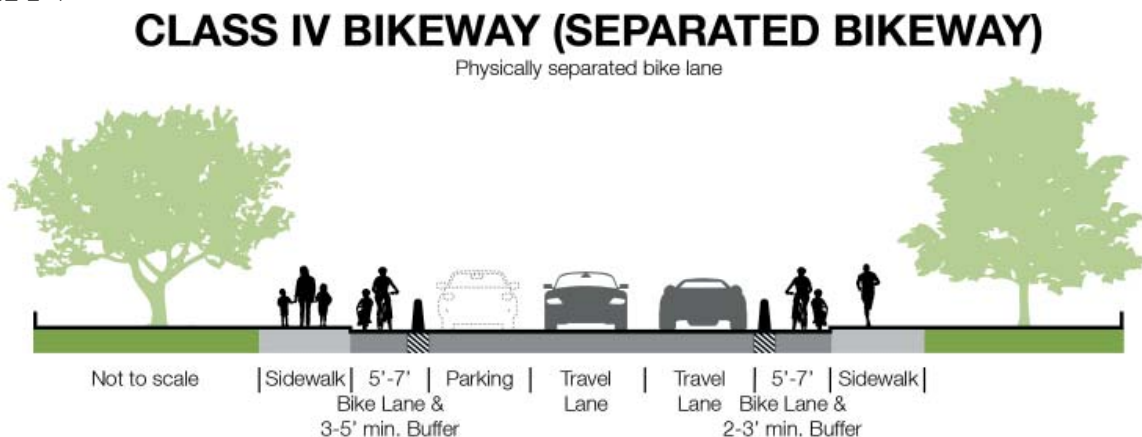
Streets with high vehicular volumes and speeds are appropriate candidates for separated bikeways since they increase the separation between bicyclists and motor vehicle traffic. Separated bikeways

necessitate wider right-of-way than Class II and III facilities and are best placed in areas with fewer driveways, and thus require careful planning.

Key considerations when designing a Class IV Bikeway include:

- Existing conditions
 - Especially useful on streets with high ADT and a posted speed greater than 30 mph
 - Curb to curb width and post considerations can present challenges to design due to narrow roadway
- Design principles
 - The preferred bike lane width for a separated bikeway is seven feet to allow for passing and maintenance. Minimum buffer width should be three feet
 - Appropriate intersection treatments should be paired with separated bikeways
 - Skipped green markings may also be used in conflict zones
 - Drainage grates must be designed to avoid catching bicycle tires
 - Careful planning required
- Maintenance needs
 - Conduct maintenance frequently to avoid roadway hazards such as potholes and debris
 - Maintain posts, bollards, or other physical buffer
 - Refresh striping and repair or replace damaged or faded signage
 - Smaller street cleaning equipment may be required

FIGURE 1-4



1.4.5 BICYCLE PARKING

Bicycle parking is a key component to encouraging ridership by supporting the final stage of a bicycle trip. Locations with high ridership are excellent candidates for bicycle parking, including civic, residential, commercial, and office spaces. At these locations, both short-term and long-term parking should be accommodated. Bicycle parking can be classified into two types:

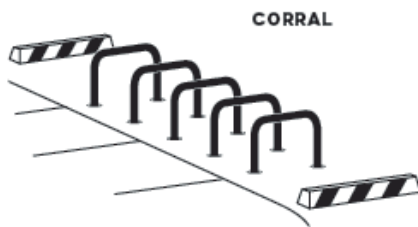
SHORT-TERM PARKING



INVERTED U



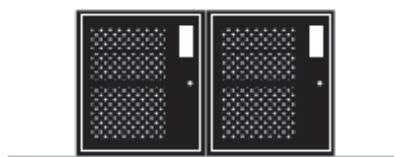
POST & RING



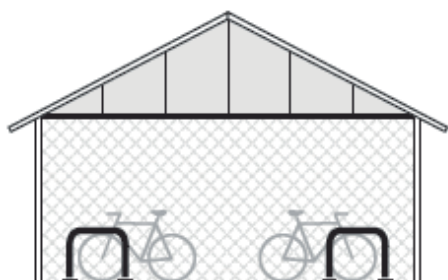
CORRAL

Short-term bicycle parking is temporary bicycle parking intended for visitors. Bicycle racks are a common form of short-term parking. Bicycle racks in front of stores and other destinations allow patrons to park their bike for short periods, typically around two hours. Bike parking should be located in well-lit areas to discourage theft. Installing permanent bicycle racks near main entrances also helps bicyclists feel welcome and encourages them to ride their bicycle again on a return trip. Bicycle racks that allow at least two points of contact, such as the wheel and frame, provide the most protection against theft and accidental damage.

LONG-TERM PARKING



BIKE LOCKERS



SHELTERED SECURE ENCLOSURE

Long-term bicycle parking is intended for employees, students, commuters, and residents to protect bicycles for long periods. Long-term facilities are more secure than short-term bicycle parking and should fully protect bicycles from the weather. Long-term bicycle parking includes bike lockers, bike cages, and bike rooms. Bike lockers are outdoor enclosures that accommodate one or two bicycles and are usually leased on a monthly basis or paid short-term use. Bike cages are fully enclosed, roofed shelters that house racks of bicycle parking, typically found at schools. Bicycle rooms are commonly found inside office or residential buildings, and provide secure indoor parking. Bicycle rooms may feature amenities such as bike pumps and quick-fix tools for employees and residents.

Images from APBP Essentials of Bike Parking: Selecting and Installing Bike Parking that Works (2015), pages 2-3, www.apbp.org, used with permission from the copyright holder.

1.5 PEDESTRIAN FACILITIES

1.5.1 TRAILS

Class I bikeways, or bike paths, are also used by pedestrians and thus frequently known as shared-use trails. See section 1.4.1 for further discussion.

1.5.2 SIDEWALKS

Sidewalks are paved areas immediately adjacent to the vehicular right-of-way for the exclusive use of pedestrians, and may be used by people riding bicycles unless prohibited. Unlike shared-use paths, they are directly adjacent to the main right-of-way. As with trails, shade is important to encourage walking in Selma's hot summer climate.

1.5.3 CROSSWALKS

Marked crosswalks feature striping and other enhancements to delineate a street crossing for pedestrians. There are two types of marked crosswalks: controlled and uncontrolled. At uncontrolled crosswalks, drivers are legally required to yield to pedestrians, but do not have to stop when a pedestrian is not present. Controlled crosswalks are located at intersections with stop signs or traffic signals. Curb ramps provide access to the sidewalk for pedestrians, including people who use wheelchairs or other mobility devices.



Wright Street crosswalk at Andrew Jackson Elementary School

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Chapter 2

RELATIONSHIP TO OTHER PLANS & POLICIES

The ATP was developed with consideration of the existing plans and policies of Selma and other jurisdictions and agencies.

2.1 BICYCLE TRANSPORTATION PLAN

The City released a Bicycle Transportation Plan in 2003. The most recent version of this plan was included as Figure 2-3 in the City's General Plan. This figure consists of two parts: a planned network of regional bikeways and a planned network of Class I bike paths and Class II bike lanes within the City's planning area. These planned networks were used as a starting point for development of the bicycle network in the ATP.

2.2 GENERAL PLAN

Goal 1 of the 2009 General Plan Circulation Element is "To design and maintain a fully integrated local network that provides for safe and convenient circulation using a variety of transportation modes."

The plan includes several policies, listed below, specifically for bicycle and pedestrian facilities. The ATP is consistent with and supports enactment of these policies.

- Policy 2.44: The City will develop, through various funding mechanisms and sources, a city wide bicycle path/lane/route system in conformance with the City's 2003 Bicycle Transportation Plan. The bicycle path/lane/route system will utilize existing or future railroad right-of-way and water courses. The paths (class I), may also include landscaping, lighting, mileage markers, directional signage and benches. The on-road lanes (class II) would include striping and the on-road routes (class III) would not include striping. Reference Figure 2-3 for the proposed city-wide bike plan. The class I bike paths can also be utilized by pedestrians if the proposed paths are wide enough to allow both bicyclists and pedestrians.
- Policy 2.45: Sidewalks, paths, and appropriate crosswalks should be located to facilitate

*Left Photo:
Lincoln Park*

access to all schools and other areas with significant pedestrian traffic. Whenever feasible, pedestrian paths should be developed to allow for unobstructed pedestrian flow from within a neighborhood.

- Policy 2.46: The City shall require curb, gutter, and sidewalks in all areas of the community to accommodate pedestrian traffic, especially along routes with high pedestrian traffic such as schools, parks, and the downtown area. Installation of these improvements shall be encouraged to the extent feasible in existing neighborhoods where they do not currently exist.
- Policy 2.47: The City shall promote safe, convenient, and accessible pedestrian ways within the community.
- Policy 2.48: Where security walls or fences are proposed for residential developments along major arterials, arterials, or collector streets, pedestrian access should be considered between the major arterial, arterial, or collector, and the development to allow access to transit vehicles, commercial facilities, educational facilities, and recreation areas operating on the street.
- Policy 2.49: Street lighting shall be provided for all public streets and pedestrian signals shall be provided at all traffic signal locations.

Table 2-1, Permitted Traffic Calming Measures, of the General Plan includes raised crosswalks and bulbouts on low-volume collector, minor collector, and local streets.

Figure 2-1, Street Cross Sections, of the General Plan includes bike lanes on arterial and major arterial streets.

Other sections of the General Plan also encourage the development of bicycle and pedestrian networks.

2.3 STANDARD DRAWINGS

City standard drawings provide sidewalk widths for each roadway functional class in drawing ST-12. Widths are five feet for local streets and collectors and ten feet for arterials and major arterials.

2.4 MUNICIPAL CODE

The City Municipal Code Title 10, Traffic, includes chapters for pedestrians and bicycles.

Chapter 9, Pedestrians, governs establishment, placement, and use of crosswalks. The code states that no pedestrian shall cross a roadway other than by a crosswalk in the central traffic district or in any business district. No specific reference is made to unmarked crosswalks, though the code states, "No pedestrians shall cross a roadway at any place other than by a route at right angles to the curb or by the shortest route to the opposite curb except in a marked crosswalk."

This chapter also controls placement of midblock crosswalks: "Other than crosswalks at intersections no crosswalk shall be established in any block which is less than four hundred feet (400') in length. Elsewhere not more than one additional crosswalk shall be established in any one block and such crosswalk shall be located as nearly as practicable at midblock."

Chapter 10, Bicycles, governs licensing of bicycles and sales of secondhand bicycles and also prohibits sidewalk riding in the central business district. Licensing is required for all bicycles, and secondhand bicycle sales are required to be reported daily to the Chief of Police.

The 2013 California Green Building Standards



contain specific requirements for the amount and type of both short-term and long-term bicycle parking that can help increase the supply of bicycle parking. The Selma Municipal code contains no additional bicycle parking requirements.

Providing showers and changing spaces at employment centers make commuting by bicycle more desirable. Showers and changing rooms are particularly useful to bicycle commuters during the hot summer months. Selma Municipal code contains no shower or changing space requirements.

2.5 AMBERWOOD SPECIFIC PLAN

The August 2015 Draft Amberwood Specific Plan includes a conceptual map of Class I bike paths and Class II bike lanes providing good connectivity throughout the neighborhood. This plan was considered when developing the proposed bicycle and pedestrian networks for the ATP.



No Bicycling sign, Downtown Selma

2.6 GOLDEN STATE CORRIDOR DESIGN PLANS

The Fresno Council of Governments is facilitating infrastructure improvements along the Golden State Corridor. These plans include development of trails, bike lanes, bicycle and pedestrian crossings, and other improvements along Golden State Boulevard and city roads in this corridor. Design plans have been developed for the corridor segments within Selma.

2.7 REGIONAL, STATE, AND FEDERAL PLANS AND DOCUMENTS

Several regional, State, and federal plans and other documents contain goals, policies, and requirements relevant to the Selma ATP. These plans and documents are listed below and summarized in Appendix C, Relationship to Other Plans and Policies.

- Fresno Council of Governments Regional Transportation Plan and Sustainable Communities Strategy
- Fresno County Regional Bicycle and Recreational Trails Master Plan
- Fresno County Transportation Authority Measure "C"
- Fresno Council of Governments Transportation Needs Assessment
- Caltrans Bicycle Guide for District 6
- California State Bicycle and Pedestrian Plan
- California Green Building Code
- California Assembly Bill 32
- California Senate Bill 375
- California Assembly Bill 1358
- California Assembly Bill 743
- US DOT Policy Statement on Bicycle and Pedestrian Accommodation Regulations and Recommendations
- US Americans with Disabilities Act



Chapter 3

EXISTING CONDITIONS

This chapter describes the status of walking and biking facilities in the City of Selma. The existing bicycle and pedestrian networks are presented along with a description of the socioeconomic and land use context of walking and biking in the City. The chapter also describes the facilities and programs that support active transportation networks.

Although Selma's flat terrain and relatively dry climate is conducive to bicycling and walking, other local environmental conditions make active transportation more challenging. Summers are hot, with average high temperatures of 96 and 95 degrees Fahrenheit in July and August, respectively, and daily highs frequently exceeding 100 degrees Fahrenheit. Air quality in Selma frequently reaches the unhealthy range or higher, both due to ozone and particulate matter.



Unhealthy air quality flag at Washington Elementary School

Right Photo:
The Selma Arts Center

3.1 EXISTING NETWORKS

Currently there are 134.6 miles of sidewalks and no bikeways or trails within Selma. Class II bike lanes exist on some county roads adjacent to Selma. These networks are summarized in Table 3-1 and depicted in Figure 3-1 and Figure 3-2. Sidewalks have been built in segments over time, and may contain discontinuities or gaps as shown in Figure 3-2.

A paved side path currently exists along the east side of Orange Avenue from just south of Oak Street to Rose Avenue. This path is along the west bank of the Centerville and Kingsburg Canal. The length of this path is included in the sidewalk total. An informal unpaved path also exists along the east bank of the canal.

TABLE 3-1: EXISTING FACILITIES

Type	Miles
Sidewalks	134.6
Class I Bike Paths	0
Class II Bike Lanes	0
Class III Bike Routes	0
Class IV Separated Bikeway	0

Source: Fehr & Peers, 2017



Centerville and Kingsburg Canal with paved side path along west bank and informal unpaved path on east bank

EXISTING BIKEWAYS & TRAILS

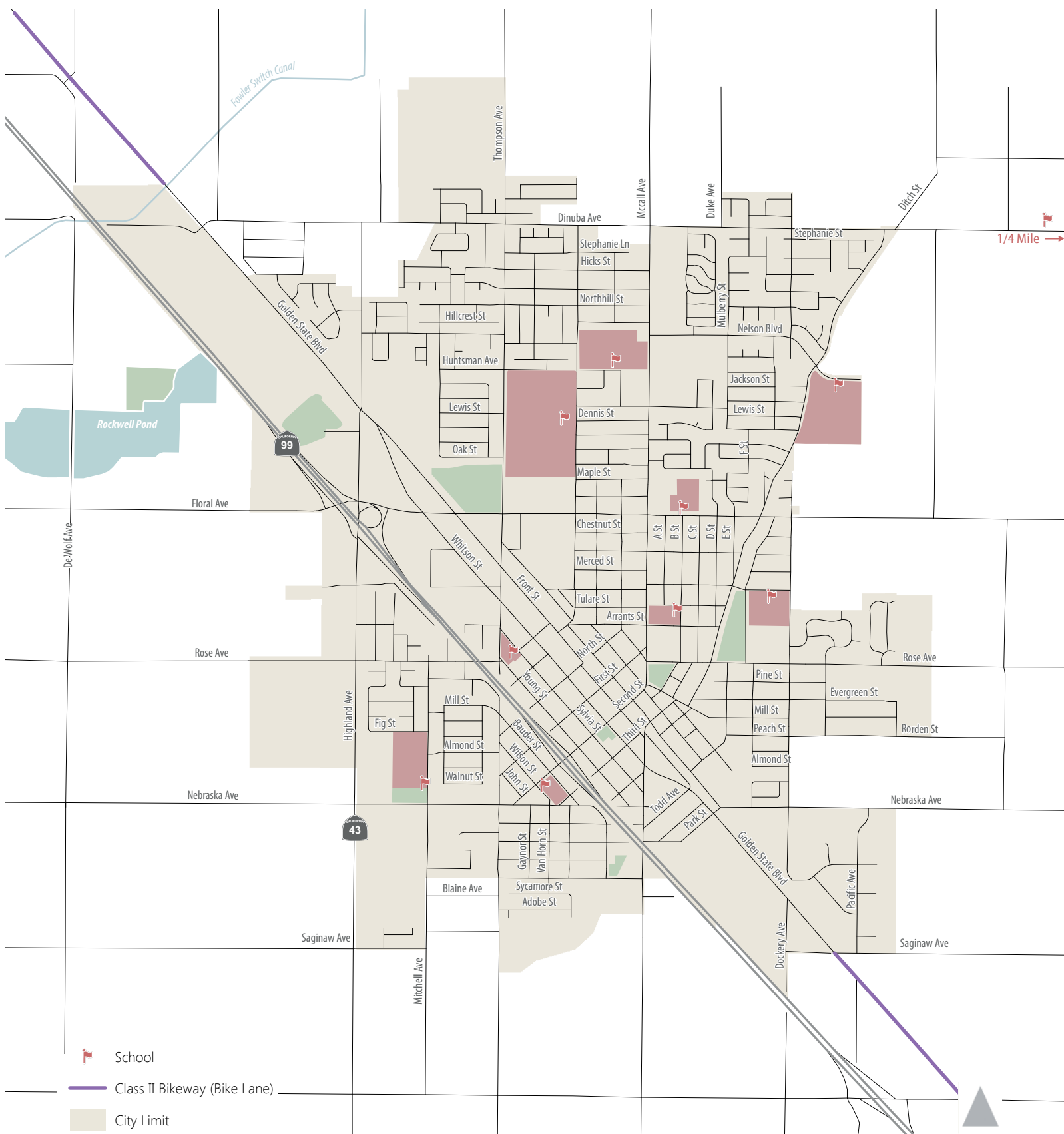
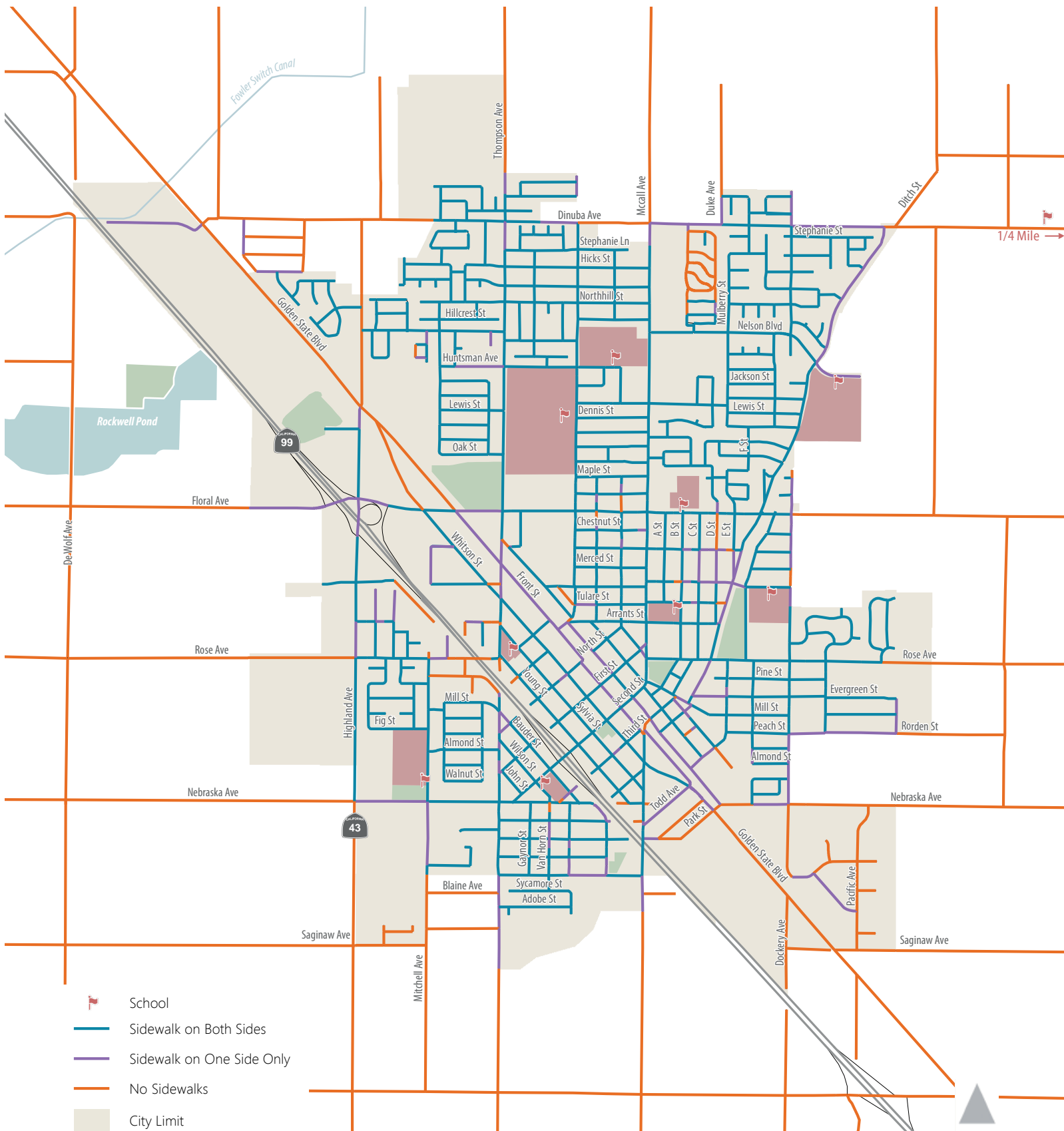


FIGURE 3-2

EXISTING SIDEWALKS & TRAILS



3.1.1 BICYCLIST AND PEDESTRIAN COMFORT

Trails, bike lanes, sidewalks, and other facilities should be comfortable and attractive to a wide range of bicycle riders and pedestrians.

Bicycle riders vary in experience, skill, ability, and confidence. Some people are comfortable riding in traffic and value bikeways and routes that are direct and limit unnecessary delay. These cyclists more comfortably utilize facilities that share the roadway with automobiles or have limited bicycle

infrastructure. Other people with less confidence bicycling and lower or developing bicycle skills, such as children and older adult riders, may need more separation from traffic to feel comfortable enough to ride. Different bicycle types also require more space in bicycle facilities, such as trailers for children or cargo or adult tricycles. For these reasons, facilities should be designed to accommodate the lowest skill levels and a wide variety of bicycle types, especially in heavily traveled areas.



Sidewalk gap adjacent to Washington Elementary School, at corner of Third Street and Nebraska Avenue

Research has correlated these different types of bicycle riders with the level of traffic stress (LTS) that they are willing to experience while cycling. Traffic stress is the discomfort and unease that a bicyclist may feel due to vehicle traffic, roadway conditions, bicycle facility design, and other factors. Metrics have been developed to quantify the LTS that a typical rider may experience so that new bicycle facilities can be targeted to reduce this stress. The methodology uses a “weakest link” approach, as roadways are classified based on their segments with the highest level of traffic stress, assuming that only those that are comfortable riding under the higher stress would travel on that road. Factors influencing LTS include:

- Number of travel lanes
- Speed of traffic
- Number of vehicles
- Presence of bike lanes
- Width of bike lanes
- Presence of physical barrier



Bike Parking at
Abraham Lincoln Middle School

Using these factors, a bicycle level of traffic stress (BLTS) score can be assigned from 1 to 4 for each roadway segment, with 1 being the least stressful and 4 being the most stressful:

BLTS 1: The lowest level of traffic stress and the design goal for a network that truly accommodates people of all ages and abilities. This level of traffic stress allows children trained in traffic safety to bicycle to school by themselves as well as the mainstream adult population, people interested but concerned about bicycling.

BLTS 2: The highest level of stress that the mainstream adult population will tolerate while still feeling safe. This is the threshold for a low traffic stress bicycle network that truly accommodates people of all ages and abilities.

BLTS 3: This level of traffic stress accommodates a much smaller segment of population, people who are excited and more familiar with biking and will therefore accept a higher level of traffic stress. Bicyclists who are considered enthused and confident but still prefer having their own dedicated space for riding will tolerate this level of stress and feel safe while bicycling.

BLTS 4: This level of stress is tolerated only by those characterized as strong and fearless, which comprises a small percentage of the population. These roadways have high speed limits, multiple travel lanes, limited or non-existent bike lanes and signage, and large distances to cross at intersections.

Similarly, pedestrians vary in experience and confidence. Some pedestrians are comfortable walking close to busy traffic on narrow sidewalks, while others will only walk if there is greater distance from rapidly traveling vehicles. Factors including pedestrian comfort include:

- Usable sidewalk width
- Frequency of driveways
- Lighting
- Street trees and landscaping
- Sidewalk quality
- Speed of traffic
- Number of vehicles
- Number of vehicle travel lanes



Pedestrians on Second Street

Using these factors, a pedestrian level of traffic stress (PLTS) score can be assigned from 1 to 4 for each roadway segment, with 1 being the least stressful and 4 being the most stressful:

PLTS 1: Highly comfortable, pedestrian-friendly, and easily navigable for pedestrians of all ages and abilities, including seniors or school-aged children walking unaccompanied to school. These streets provide an ideal pedestrian-friendly environment.

PLTS 2: Generally comfortable for many pedestrians, but parents may not feel comfortable with children walking alone. Seniors may have concerns about the walking environment and take more caution. These streets may be part of a pedestrian-friendly environment where it intersects with a more auto-oriented roadway or other environmental constraints.

PLTS 3: Walking is uncomfortable but possible. Minimum sidewalk and crossing facilities may be present, but barriers are present that make the walking experience uninviting and uncomfortable.

PLTS 4: Walking is very uncomfortable or even impossible. Streets have limited or no accommodation for pedestrians and are inhospitable and possibly unsafe environment for pedestrians.

Existing traffic stress for both bicyclists and pedestrians was assessed on priority corridors in Selma. Most of the arterial and collector streets within Selma have a high level of traffic stress (LTS 3 or LTS 4) as shown in Table 3-2 and Figure 3-3 and Figure 3-4. Important contributors to the high stress scores include:

- High traffic speeds, frequently 45 mph
- Missing sidewalks
- High truck volumes on some streets

TABLE 3-2: TRAFFIC STRESS ON EXISTING STREETS

Street	Segment (From/To)	Bicycle Stress Score (BLTS)	Pedestrian Stress Score (PLTS)
McCall Avenue	Dinuba Avenue/Floral Avenue	4	4
	Dinuba Avenue/Huntsman Avenue	4	4
Thompson Avenue	Huntsman/Floral	4	3
	Floral/Rose	4	3
Front Street	Whitson Street/Whitson Street	4	4
Whitson Street	Highland Avenue to Park Avenue	4	4
Second Street	Nebraska Street/E. Front Street	3	3
	Dinbua Avenue to Golden State Boulevard	4	4
Highland Avenue	Golden State Boulevard to Nebraska Street	4	4
Wright Street	Dinuba Avenue/Arrants Street	3	3
Orange Avenue	City Limit/Mill Street	4	3
	Mitchell Avenue to Wright Avenue	4	4
Dinuba Avenue	Wright Avenue to Orange Avenue	4	4

Source: Fehr & Peers, 2017

FIGURE 3-3

BICYCLIST STRESS - EXISTING CONDITIONS

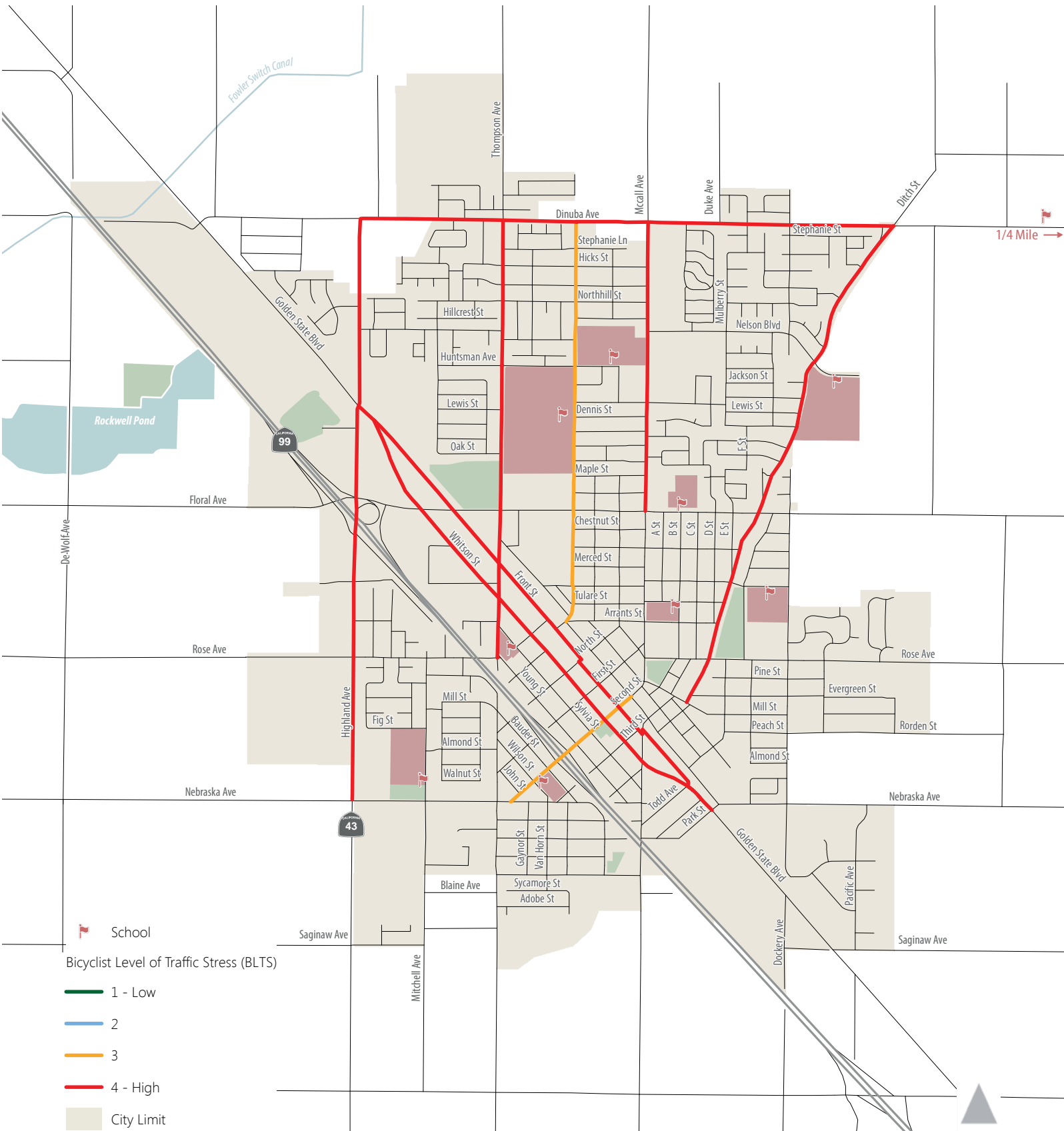
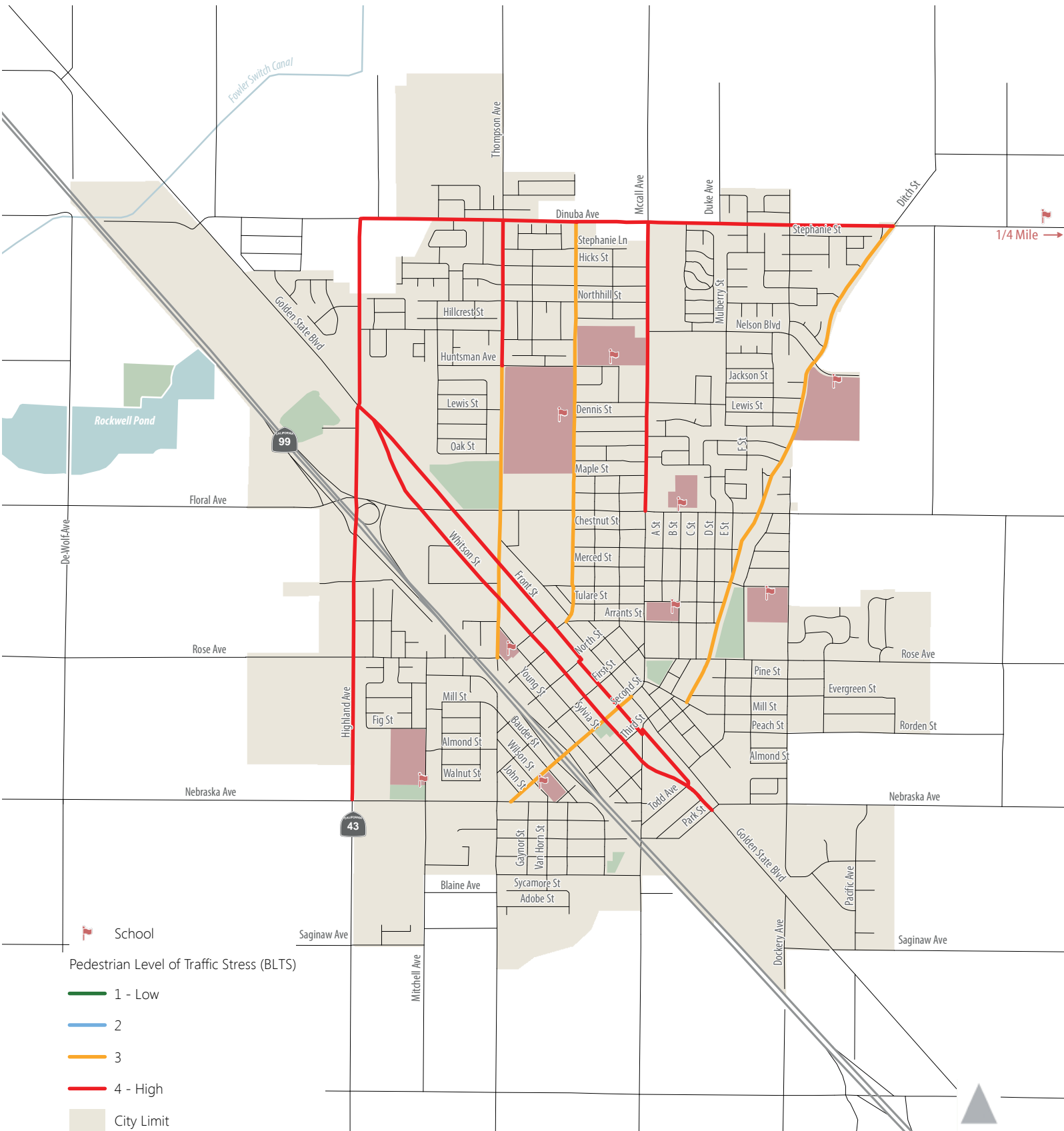


FIGURE 3-4

PEDESTRIAN STRESS - EXISTING CONDITIONS



3.1.2 OTHER PEDESTRIAN CONDITIONS

The following factors also influence safety and comfort of walking in Selma:

- Some crosswalks change direction in the middle of the street or cross the street at an angle. These conditions increase crossing distances and times and increase the difficulty of crossing the street for visually-impaired pedestrians.
- Gaps exist in the sidewalk network, most notably at railroad crossings.
- Many curb ramps are not aligned directly with the crosswalk and lack tactile paving. These conditions increase the difficulty of crossing the street for visually-impaired pedestrians.



3.2 LAND USE AND SOCIOECONOMICS

Effective active transportation networks connect to key destinations in the city and to all neighborhoods, especially those which serve disadvantaged communities where transportation options may be limited.

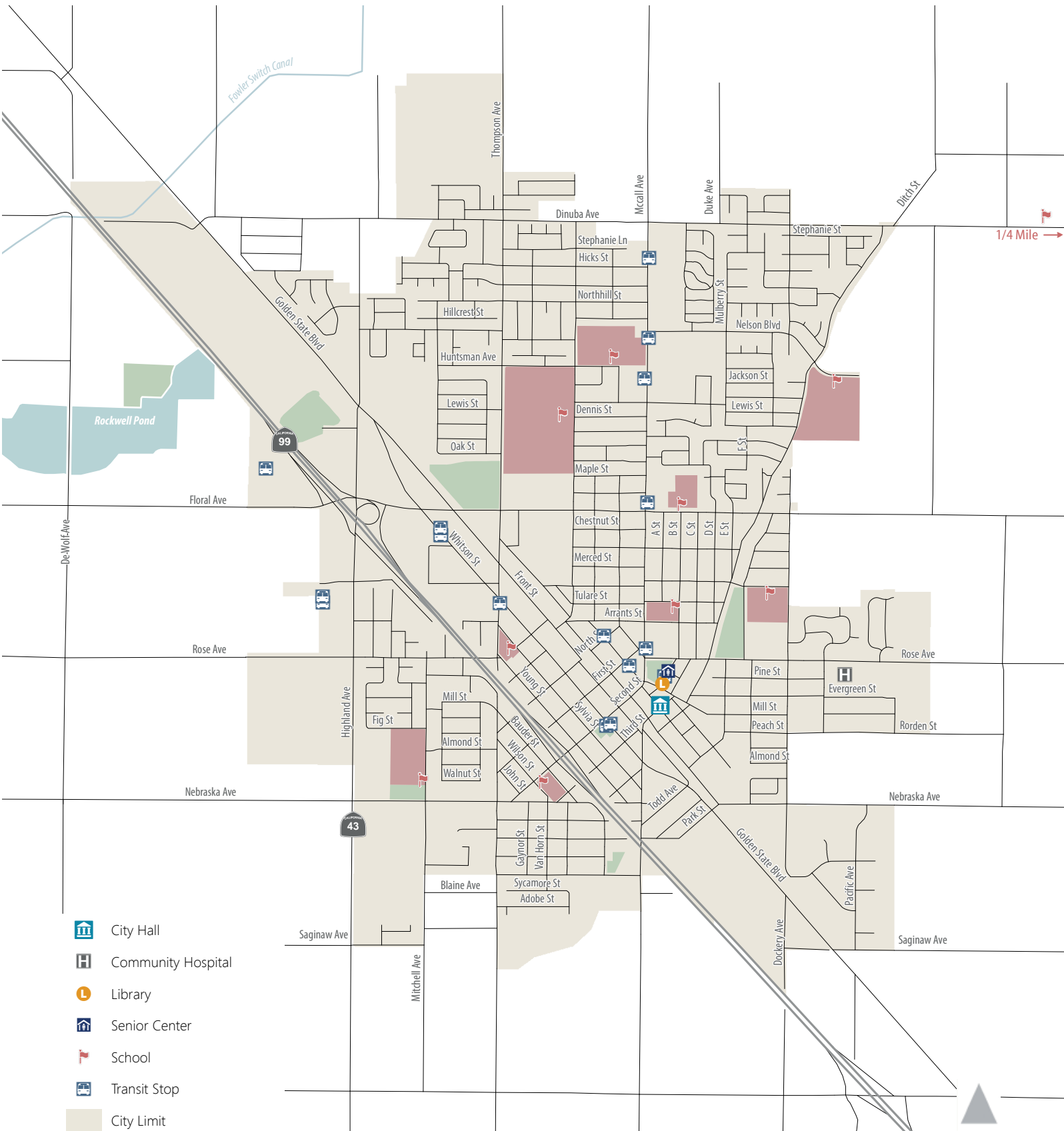
Figure 3-5 depicts important destinations used by people in Selma for their daily activities. Figure 3-6 similarly shows the General Plan zoning map, which identifies residential, commercial, and industrial areas of Selma.

The identification of disadvantage and underserved communities is a key metric in many grant funding programs such as California's Active Transportation Program. Figures 3-7 through 3-10 present four different indicators of disadvantaged communities, often referred to as environmental justice communities:

- Zero automobile households: share of households in each census tract that do not own a car.
- Free or reduced price meal eligibility: the share of students at a school who are eligible for subsidized meals. Schools with higher shares are more disadvantaged. All schools in Selma have at least 70% of students eligible for free or reduce price meals.
- CalEnviroScreen 3.0 score percentile: a measure of environmental health by census tract. Inputs include socioeconomic factors, population characteristics, pollution factors, and environmental factors. Tracts with higher percentiles are more disadvantaged. All census tracts within Selma scored in the worst scoring 15% of the over 8,000 census tracts in California.
- Household median income: census tracts with median households under 80% of the statewide median. Census tracts in the western portion of the City have lower incomes that census tracts in the eastern portion.

FIGURE 3-5

KEY DESTINATIONS



GENERAL PLAN ZONING



active transportation plan
CITY OF SELMA

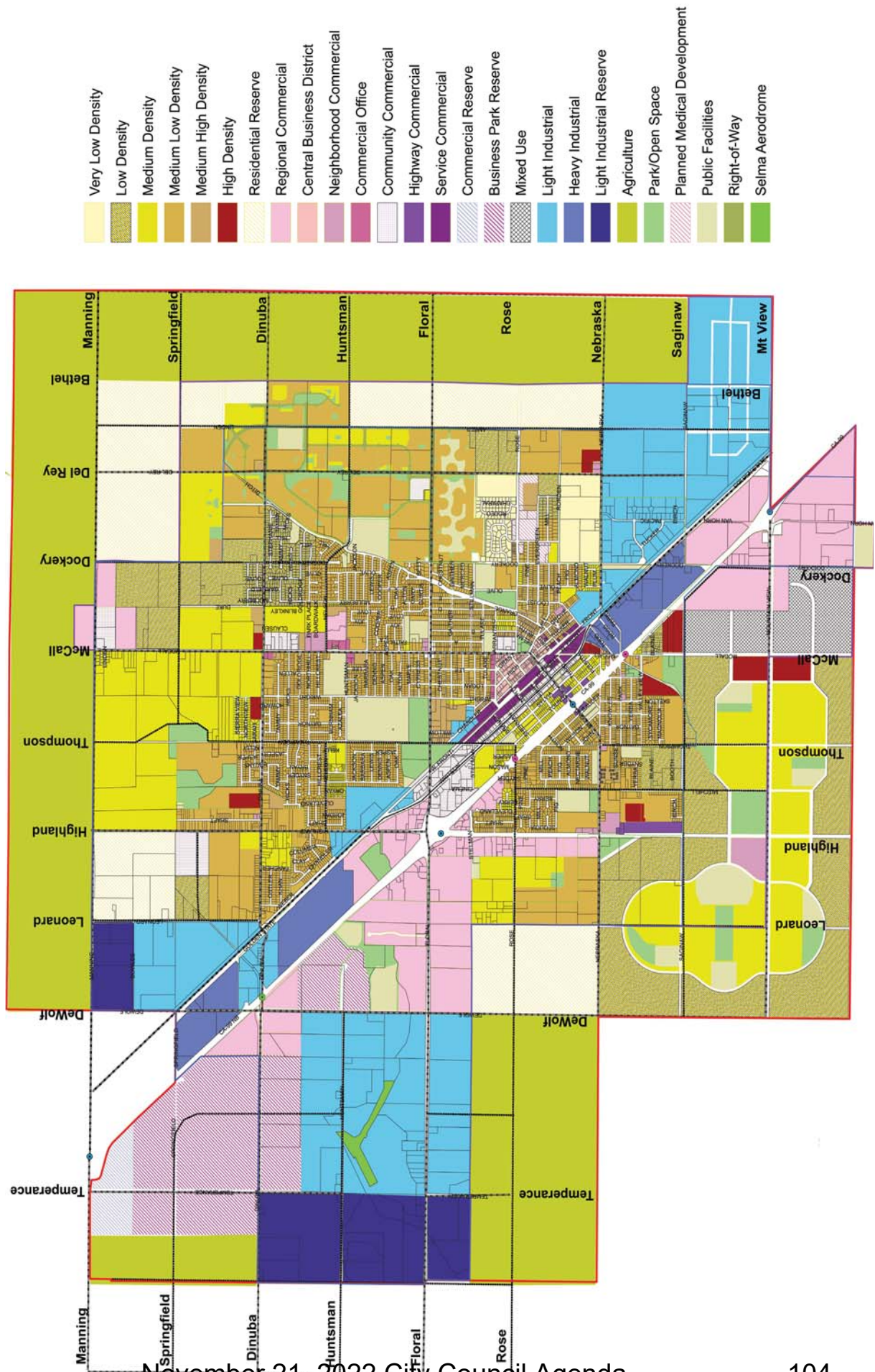


FIGURE 3-7

ZERO-AUTOMOBILE HOUSEHOLDS

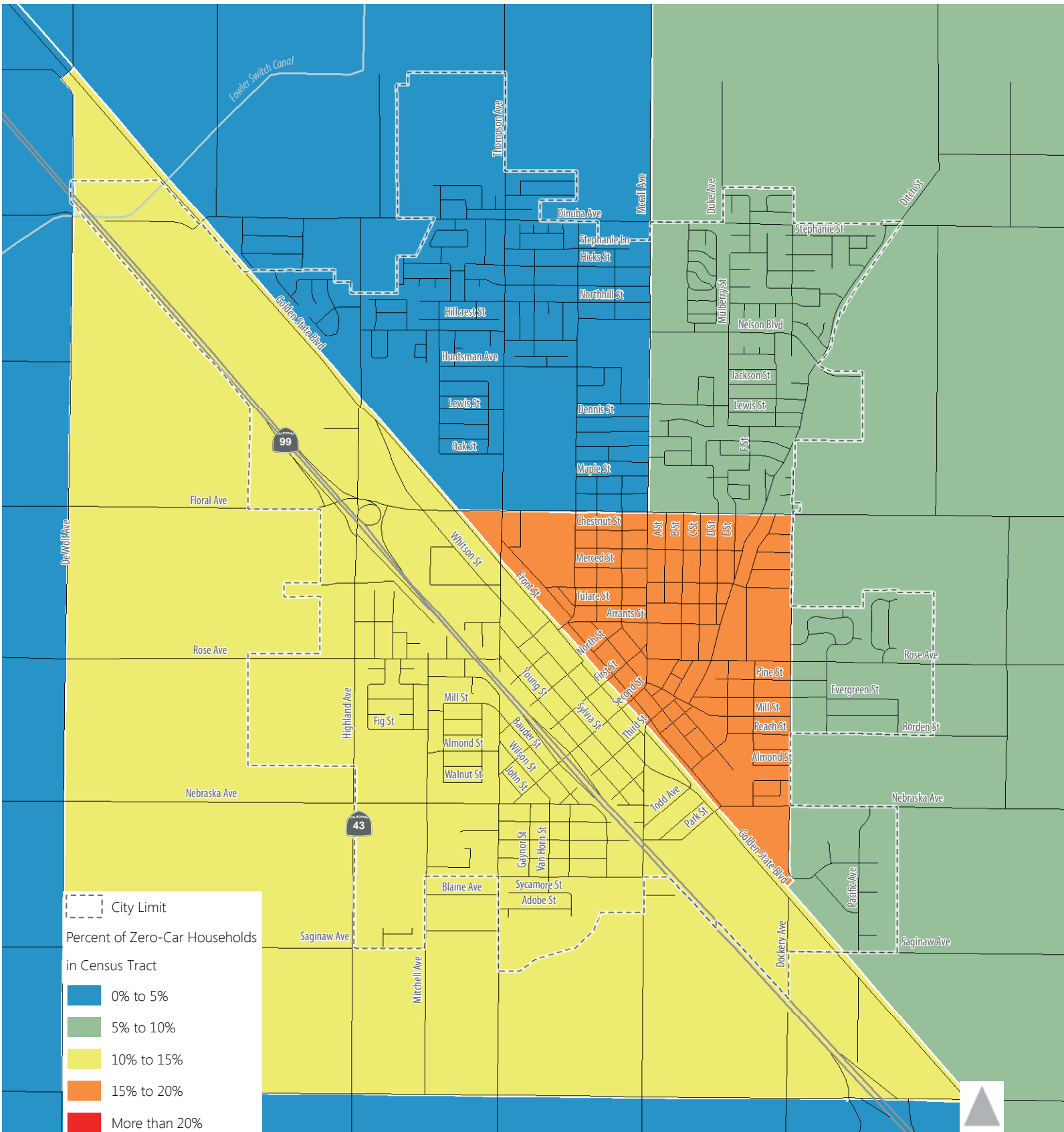


FIGURE 3-8

FREE OR REDUCED PRICE MEAL ELIGIBILITY BY SCHOOL

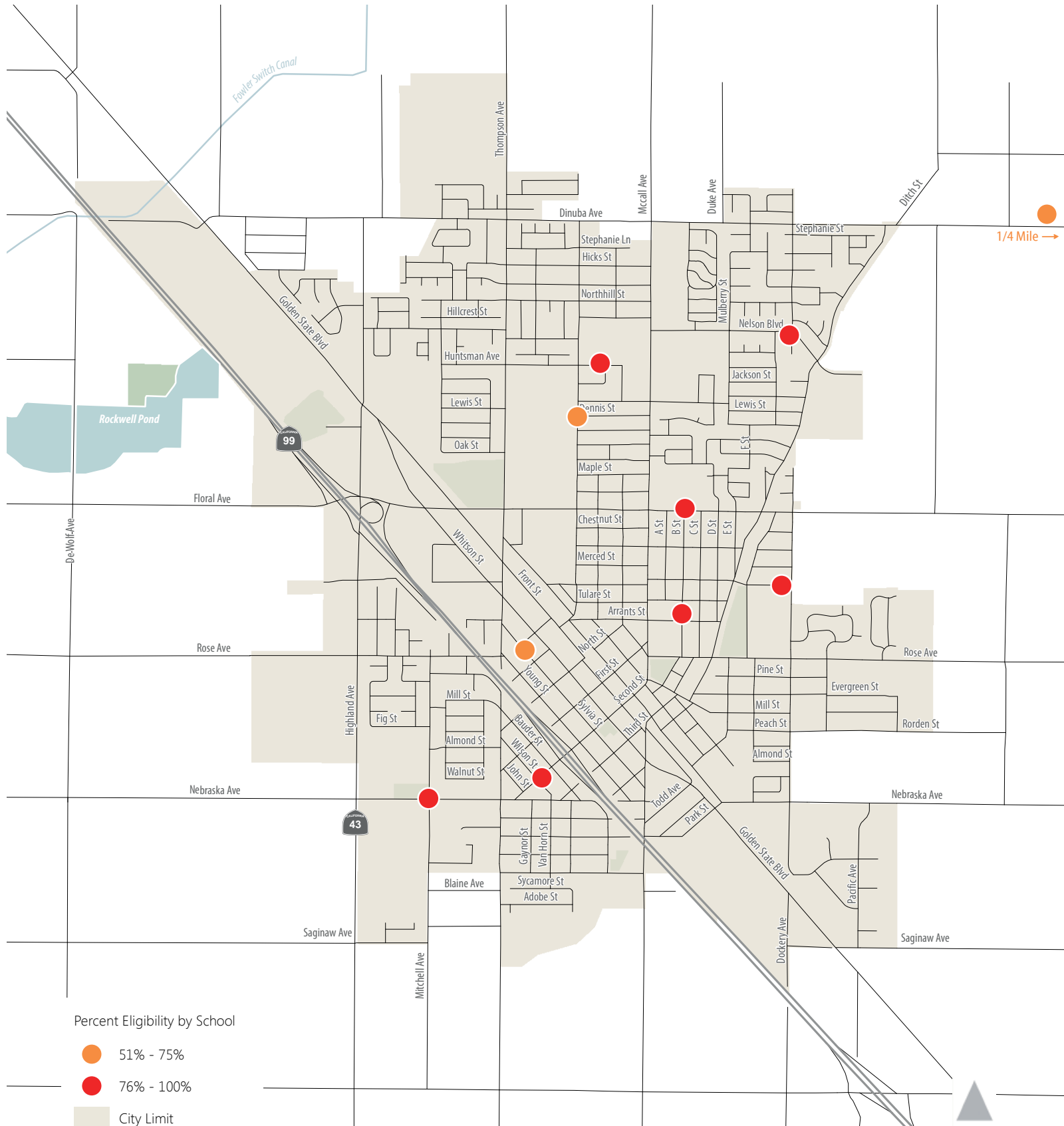


FIGURE 3-9

CALENVIROSCREEN 3.0 PERCENTILE

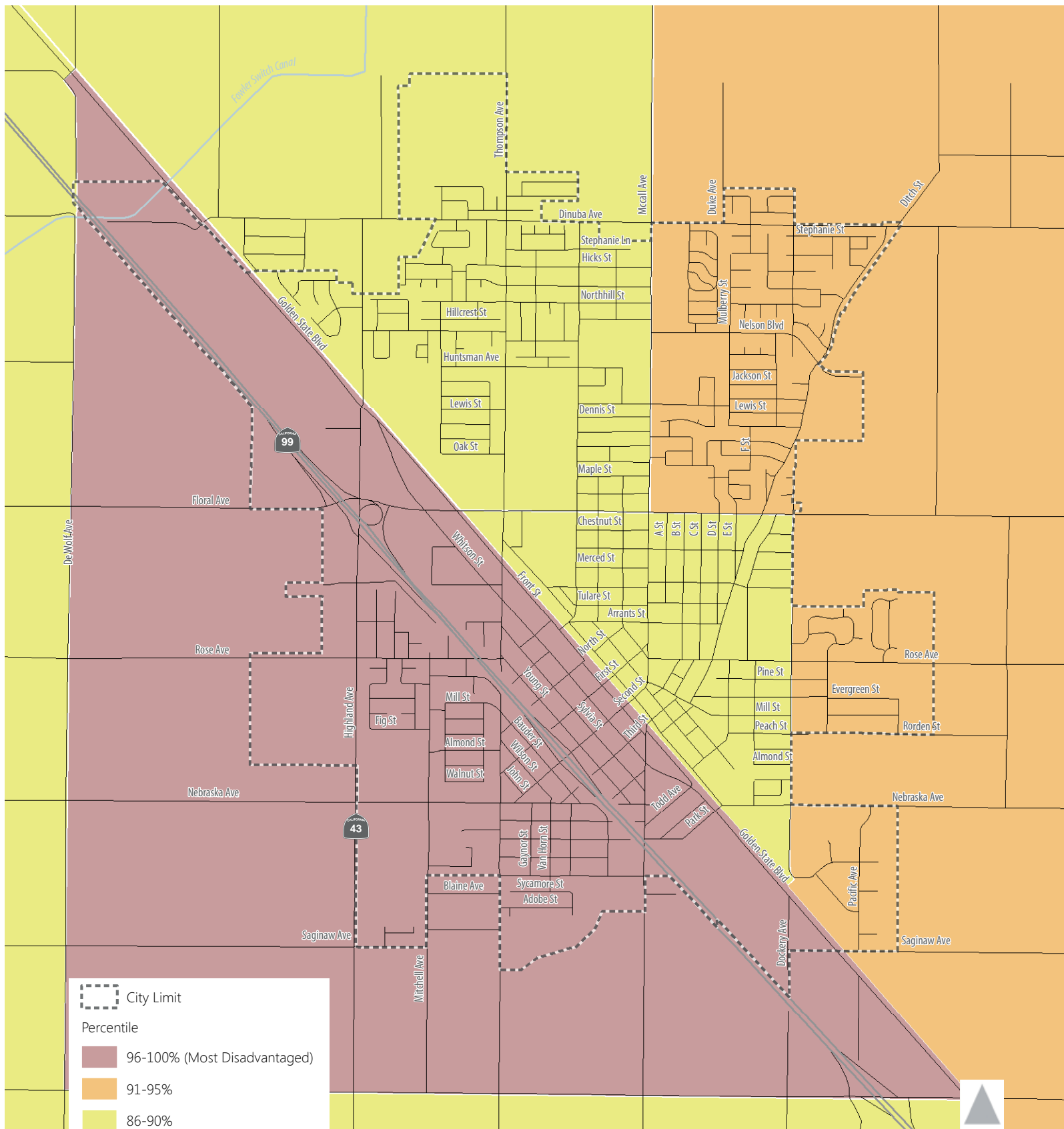
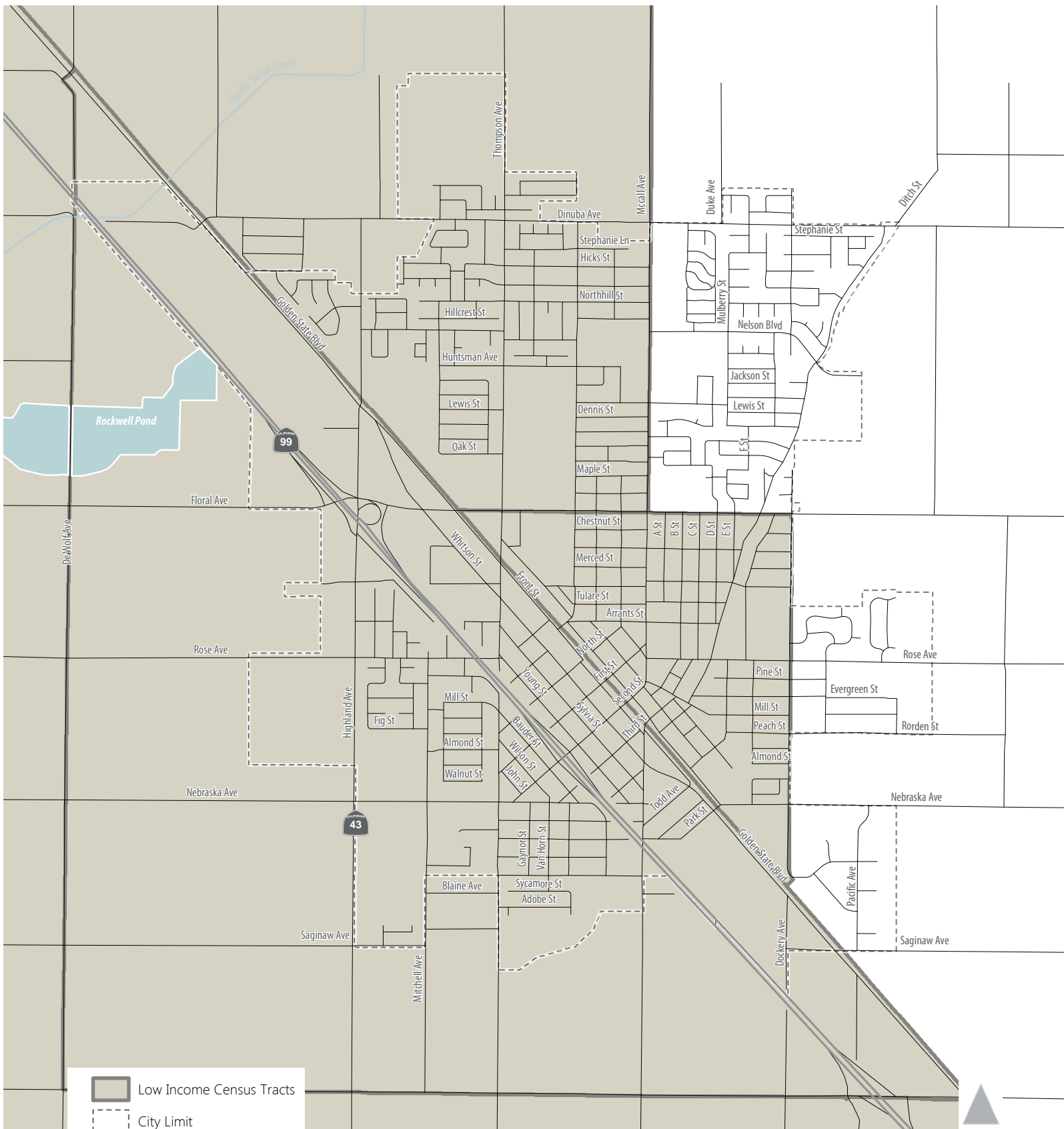


FIGURE 3-10

HOUSEHOLD MEDIAN INCOME



3.3 BICYCLE AND PEDESTRIAN TRIPS

Based on data collected through the U.S. Census American Community Survey, approximately 1% of Selma workers commute to work by walking and 0.1% commute to work by bicycling. These shares are much lower than the statewide averages, as shown in Table 3-3.

These statistics include only a portion of active transportation commuters because they fail to measure people who walk or ride only one or two days per week. They also fail to measure non-commute activities such as trips to stores, to schools, or for recreation. As a percentage of trips, non-commute active transportation trips are generally greater than commute trips because commute trips tend to be longer. Anecdotally, many students walk to local schools. Thus, bicycling and walking facilities provide key infrastructure for many trips and are a key amenity for residents, though some uses are often not captured in U. S. Census data. Improving and increasing these facilities is likely to have benefits beyond that suggested by these statistics.

3.4 BICYCLE AND PEDESTRIAN COLLISIONS

Improving safety for bicyclists and pedestrians is an important goal of this plan. The charts on the next page summarize collisions by severity and year. Although pedestrians and bicyclists are involved in a relatively small number of trips, more than half of severe injuries occurred to pedestrians or bicyclists, and all fatalities were pedestrians. There is no clear trend for any of the collision types.

Figure 3-11 shows locations of collisions involving bicyclists and Figure 3-12 shows locations of collisions involving pedestrians. Bicycle collisions mostly occurred on or within one block of Whitson Street / Golden State Boulevard. Pedestrian collisions were distributed more evenly around Selma.

TABLE 3-3: WALKING AND BIKING TO WORK

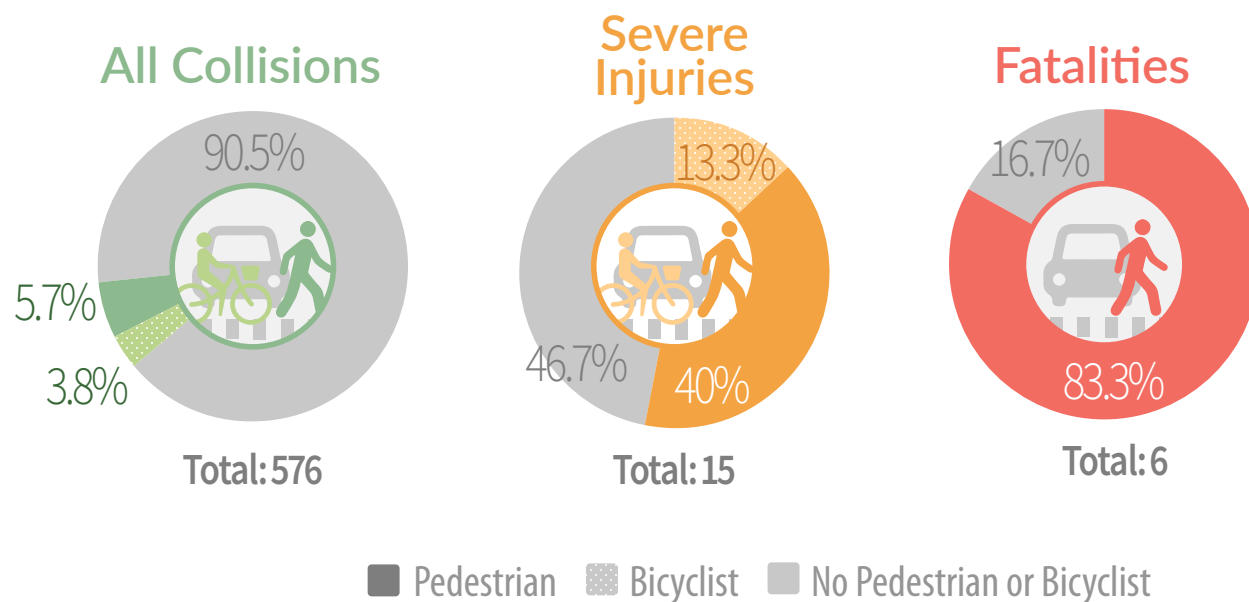
Jurisdiction	Walk		Bicycle	
	Estimate	Share	Estimate	Share
Selma	122	1.4%	13	0.1%
California	458,523	2.9%	188,736	1.2%

Note: Workers aged 16 years and older

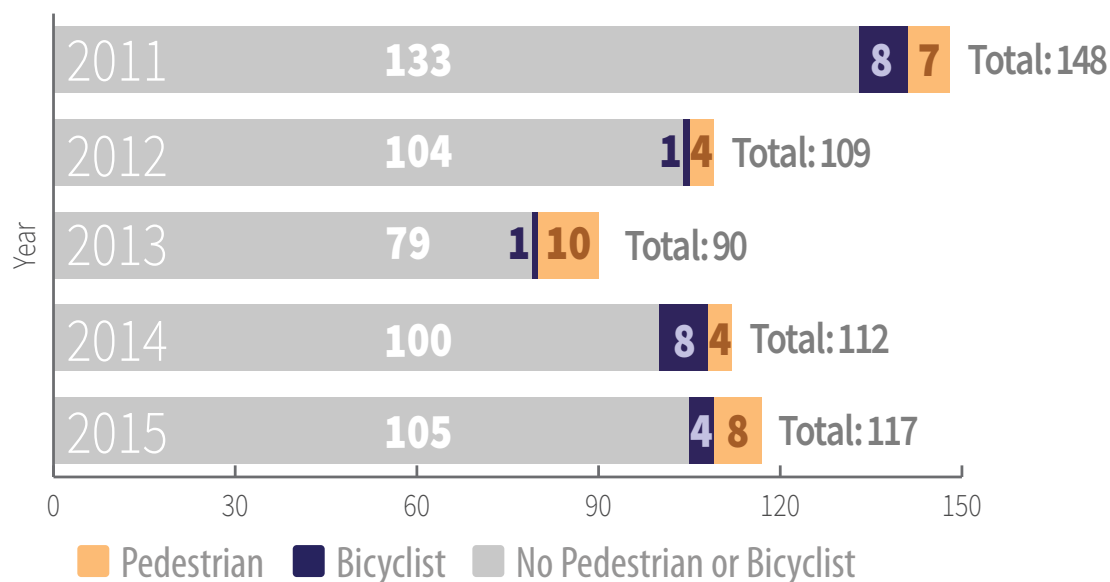
Source: U. S. Census 2011-2015 American Community Survey, 2016; Fehr & Peers, 2016



COLLISIONS, SEVERE INJURIES, & FATALITIES 2011-2015



COLLISIONS BY YEAR, 2011-2015



Source: California Highway Patrol Statewide Integrated Traffic Records System, 2017; Fehr & Peers, 2017

FIGURE 3-11

BICYCLIST COLLISIONS, 2011-2015

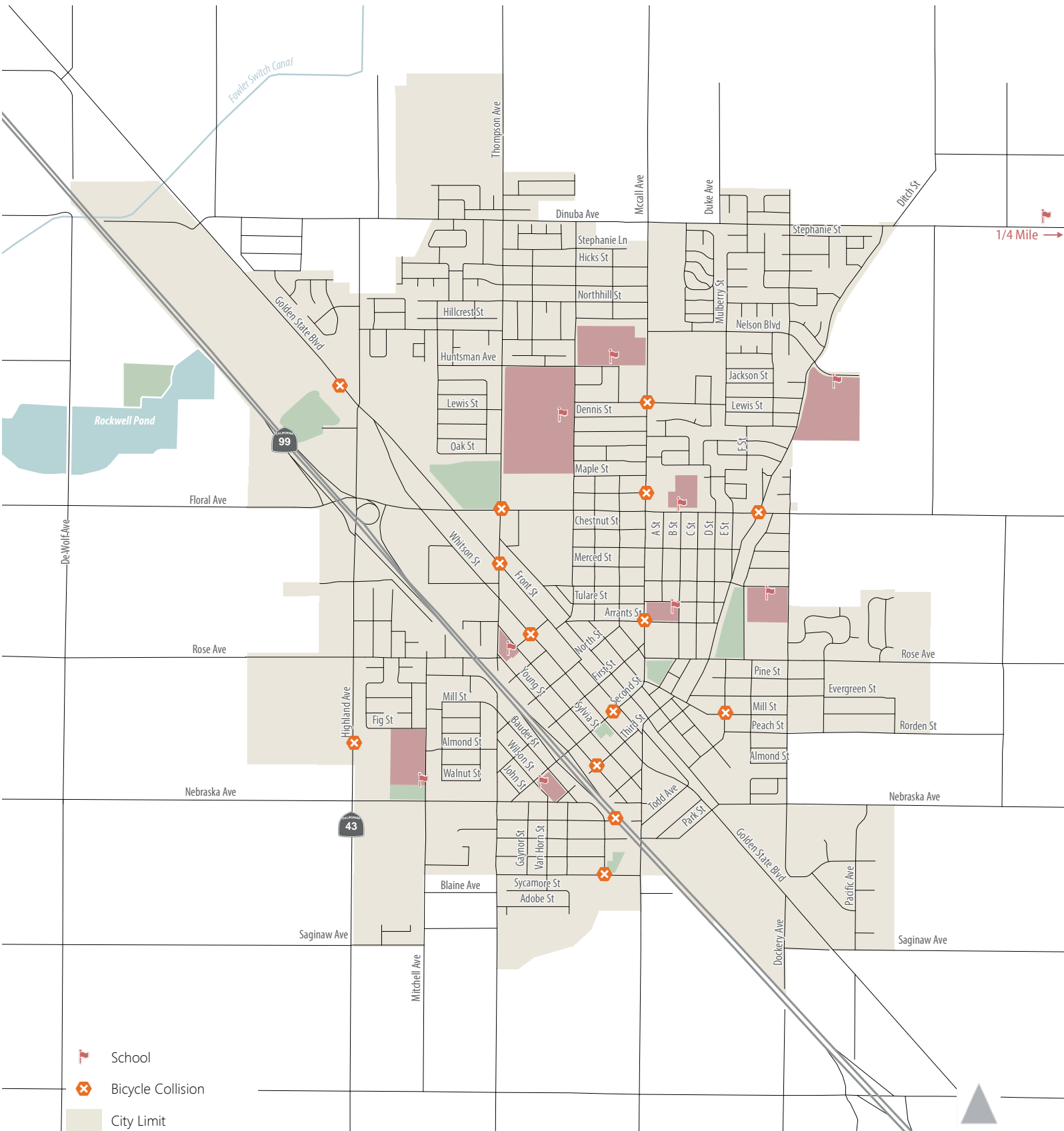
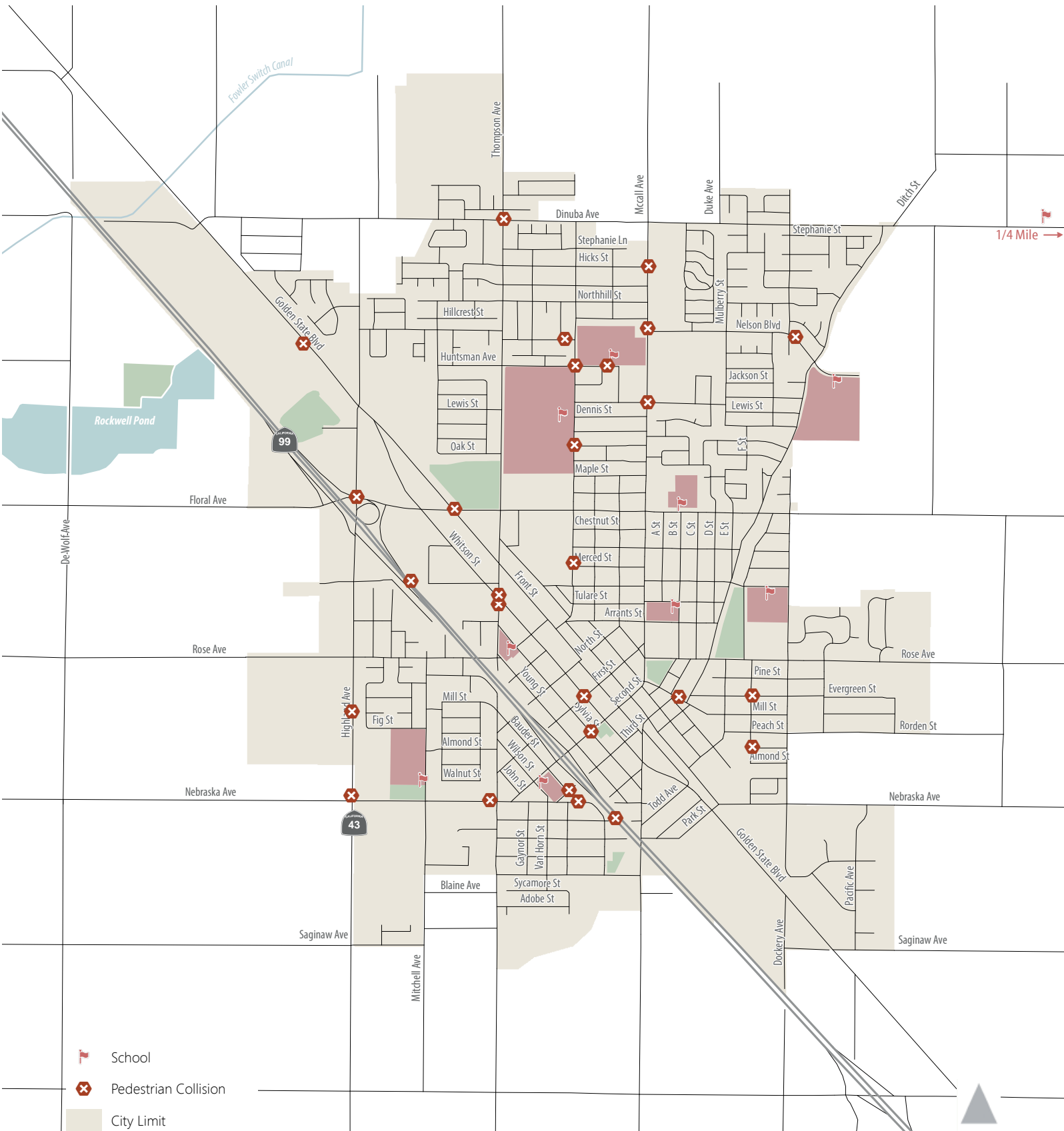


FIGURE 3-12

PEDESTRIAN COLLISIONS, 2011-2015



3.5 BICYCLE PARKING

A bicyclist is much more likely to make a bicycle trip if they can leave their bicycle without fear of theft. Thus, safe and secure bicycle parking is important to increasing bicycle usage. Selma has bicycle parking at some schools, parks, public buildings, and other locations across the City. Figure 3-13 depicts this parking at these locations. Notably, the City reported that demand for bicycle parking at the Senior Center exceeds current capacity and additional bike racks will be installed in 2017. However, some bicycle parking in the city was of an older design that was difficult to use or blocked and unable to be accessed.

3.6 CONNECTIONS WITH TRANSIT

Selma is served by three transit routes:

- Fresno County Rural Transit agency serves Selma with their Southeast route and Kingsburg-Reedley Route. All buses have bike racks.
- Kings Area Rural Transit serves Selma on its Hanford-Fresno route. All buses have bike racks.

Stops for these routes are shown in Figure 3-5.

Selma is also served by dial-a-ride on-demand transit service, which the City reports is used by most seniors accessing the senior center. Senior center visitors peak at about 90 visitors per day.

3.7 PAST EXPENDITURES

Selma has won a \$468,000 Active Transportation Program grant and a \$258,000 Highway Safety Improvement Program grants to improve pedestrian safety in the City, especially near schools. These improvements will be constructed starting in 2018. Locations of these improvements are shown in Figure 3-14.



Older design bicycle parking at Selma Branch Library



Blocked bicycle parking in 1900 block of E. Front Street

FIGURE 3-13

EXISTING BICYCLE PARKING

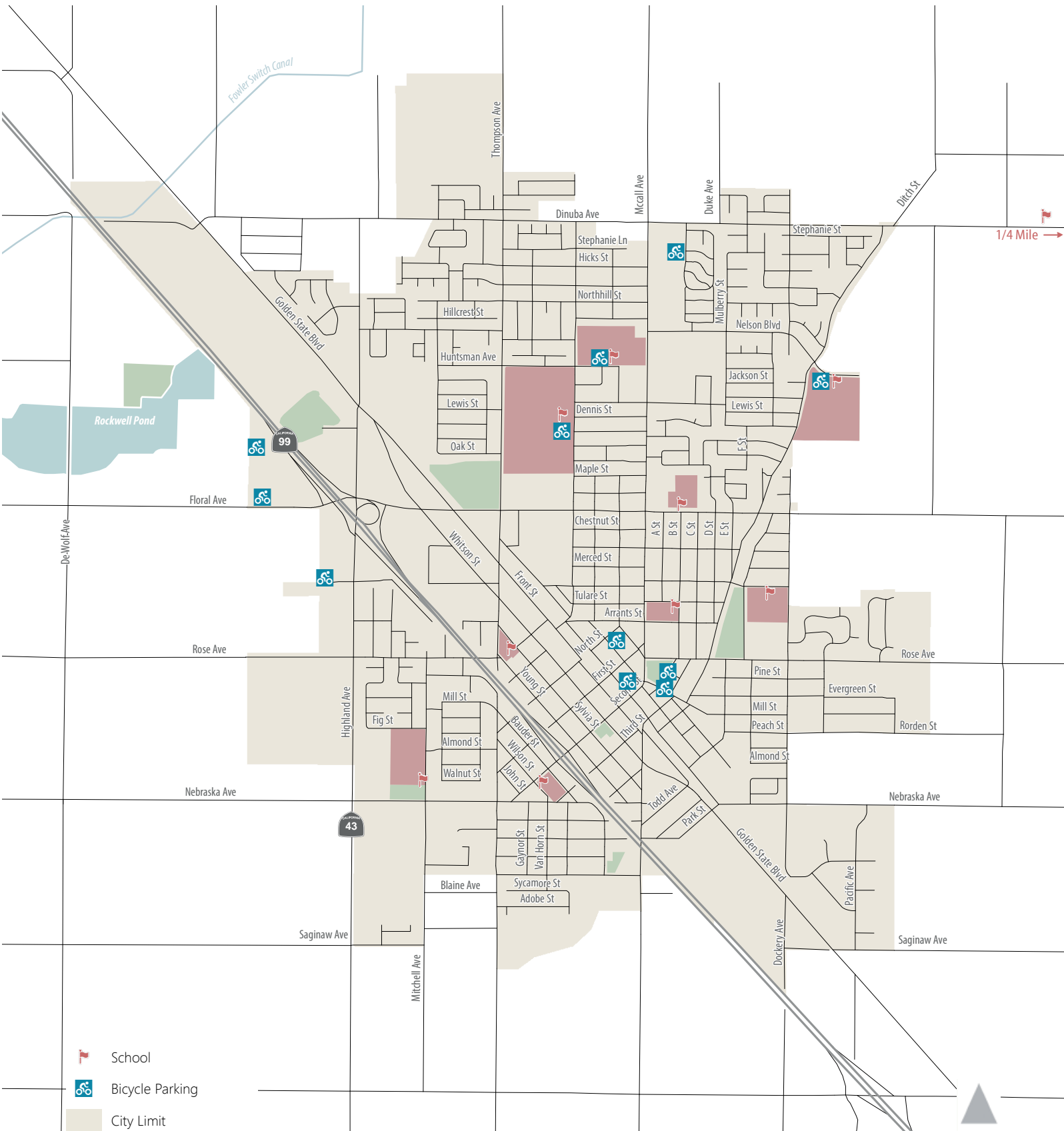
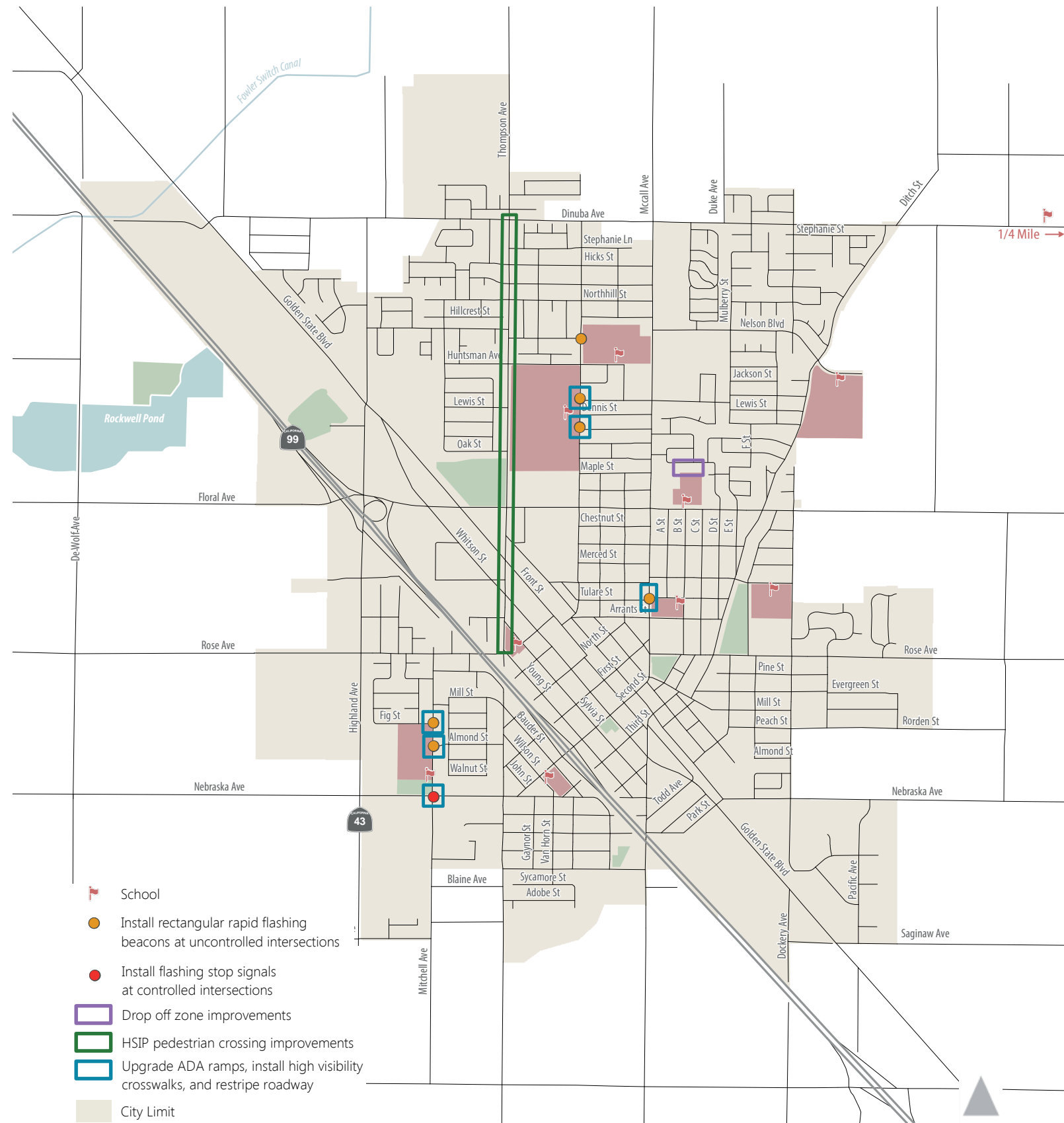


FIGURE 3-14

PLANNED ATP AND HSIP PEDESTRIAN IMPROVEMENTS



3.8 MAINTENANCE POLICIES AND GUIDELINES

The City of Selma currently maintains pedestrian networks and facilities according to the following guidelines:

1. Regular sweeping and other necessary maintenance is performed to clear walkways of dirt, glass, gravel, and other debris and maintain the integrity of the bicycling network.
2. Crosswalk striping maintenance (and roadway striping) is performed annually.
3. Sidewalks are maintained in accordance with City of Selma Standards, ADA standards and in accordance with the City of Selma ADA Self-Evaluation and Transition Plan.
4. As crosswalks are re-striped, they are re-striped using utilizing thermoplastic high visibility paint.



Pedestrian improvements at Washington Elementary School

3.9 FIVE E'S

The E's of active transportation are a way to view active transportation efforts. The E's include programming and outreach efforts as well as infrastructure:

- Education: programs to teach safe walking and bicycling, such as safety rodeos.
- Encouragement: programs and events to increase participation in walking and bicycling. Examples include community walks and bike rides.
- Enforcement: efforts by law enforcement to ensure laws relating to pedestrians and bicyclists are enforced. These efforts may be directed at motorists as well as pedestrians and bicyclists, for example, crosswalk yielding monitoring
- Engineering: infrastructure improvements that increase the extent, safety, and quality of networks and facilities for pedestrians and bicyclists.
- Evaluation: review of data related to pedestrians and bicyclists. Collision data is one example.

Current efforts in Selma include the following:

- Selma has received several grants from the Office of Traffic Safety. Some of this funding has been used to host bicycle safety rodeos in conjunction with the City's "Bringing Broken Neighborhoods Back to Life" events. Each event draws approximately 750-1,000 people, and over the last three years the City has averaged 5-6 events per year. The first event of 2017 was held on Saturday, April 22, and included bicycle safety as well as a bike licensing, with 800-1,000 people in attendance.
- The City has successfully received funding for and made pedestrian improvements around many elementary schools. More improvements are planned for 2018.

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Chapter 4

PLANNED NETWORKS

This chapter discusses the planned bicycle networks, pedestrian networks, and support facilities for the City of Selma. The build-out pedestrian and bicycle networks are the long-term vision of the active transportation facilities for Selma. The networks include shared-use paths, bike lanes and routes, sidewalks, and crosswalk improvements. The proposed networks are designed to connect to Selma's neighborhoods, to provide access to key destinations, and to serve as recreational assets. Table 4-1 summarizes the proposed facilities.

TABLE 4-1: PLANNED FACILITIES

Facility Type	Existing (miles)	Planned (miles)	Total (miles)
Sidewalk	134.6	6.1	140.7
Class I Bike Path	0	5.3	5.3
Class II Bike Lane	0	39.8	39.8
Class II Buffered Bike Lane	0	4.8	4.8
Class III Bike Route	0	8.9	8.9
Class IV Separated Bikeway	0	0.9	0.9

Source: Fehr & Peers, 2017

The networks were developed with the following primary considerations:

- Connectivity to key destinations, especially schools, parks, and civic buildings
- Creation of a system of trails
- Collision history
- Level of traffic stress
- Existing Selma Bicycle Transportation Plan and connections to facilities in the Fresno County Regional Bicycle and Recreational Trails Master Plan and Fresno Council of Governments Transportation Needs Assessment
- Public comment

Based on the indicators of disadvantaged communities presented in Chapter 3, Existing Conditions, these facilities all support disadvantaged communities.

Right Photo:
Lincoln Park

4.1 BICYCLE NETWORK

The proposed bikeway network is presented in Figure 4-1.

The trail system includes a trail along Orange Avenue and the Centerville and Kingsburg Canal. Potential cross sections for typical sections of the trail are shown in Figure 4-2.

4.1.1 BICYCLE LEVEL OF TRAFFIC STRESS

To reduce the bicycle level of traffic stress along key streets, the City of Selma should also pursue additional improvements along important corridors.

- Golden State Boulevard/W. Front Street: The Golden State Corridor Class I bike path and other improvements will reduce stress in this corridor and provide a lower stress alternative to Whitson Street.
- Orange Avenue: The Class I bike path along the Centerville and Kingsburg Canal and Class IV separated bikeway along a section of this street will similarly reduce stress in this corridor.
- Dinuba Avenue: The Class II buffered bike lane will reduce stress in this corridor.
- Other streets where Class II bike lanes are planned should consider characteristics that will reduce bicycle level of traffic stress during design. These improvements could include:
 - Reducing vehicle travel lane width to allow greater bike lane width
 - Slowing traffic by reducing lane widths and adding traffic calming features
 - Eliminating parking to allocate more space for bike lanes.
- Highland Avenue will require particular consideration during design at the intersection with Floral Avenue and interchange with SR 99. Due to the complexity of the streets, high vehicle volumes, and high vehicle speeds, additional feasibility studies are recommended.

4.1.2 BICYCLE PARKING

Bicycle parking is available at several key destinations as discussed in Chapter 3, Existing Conditions. Figure 4-3 recommends additional locations for implementation of bicycle parking, including at schools, parks, and other public facilities.

Bicycle parking is also available at or near most transit stops serving intercity routes. One additional bike parking location is recommended to serve one stop on the Fresno County Rural Transit Agency Southeast route which does not have nearby bicycle parking.

To improve existing bicycle parking, replacement of obsolete bike parking at the library and enforcement to ensure that bicycle parking is not blocked is also recommended. Business owners should be encouraged to work with the City to provide bicycle parking in visible areas within the downtown commercial core to entice riders to stop and frequent local businesses.

FIGURE 4-1

PLANNED BIKEWAYS & TRAILS

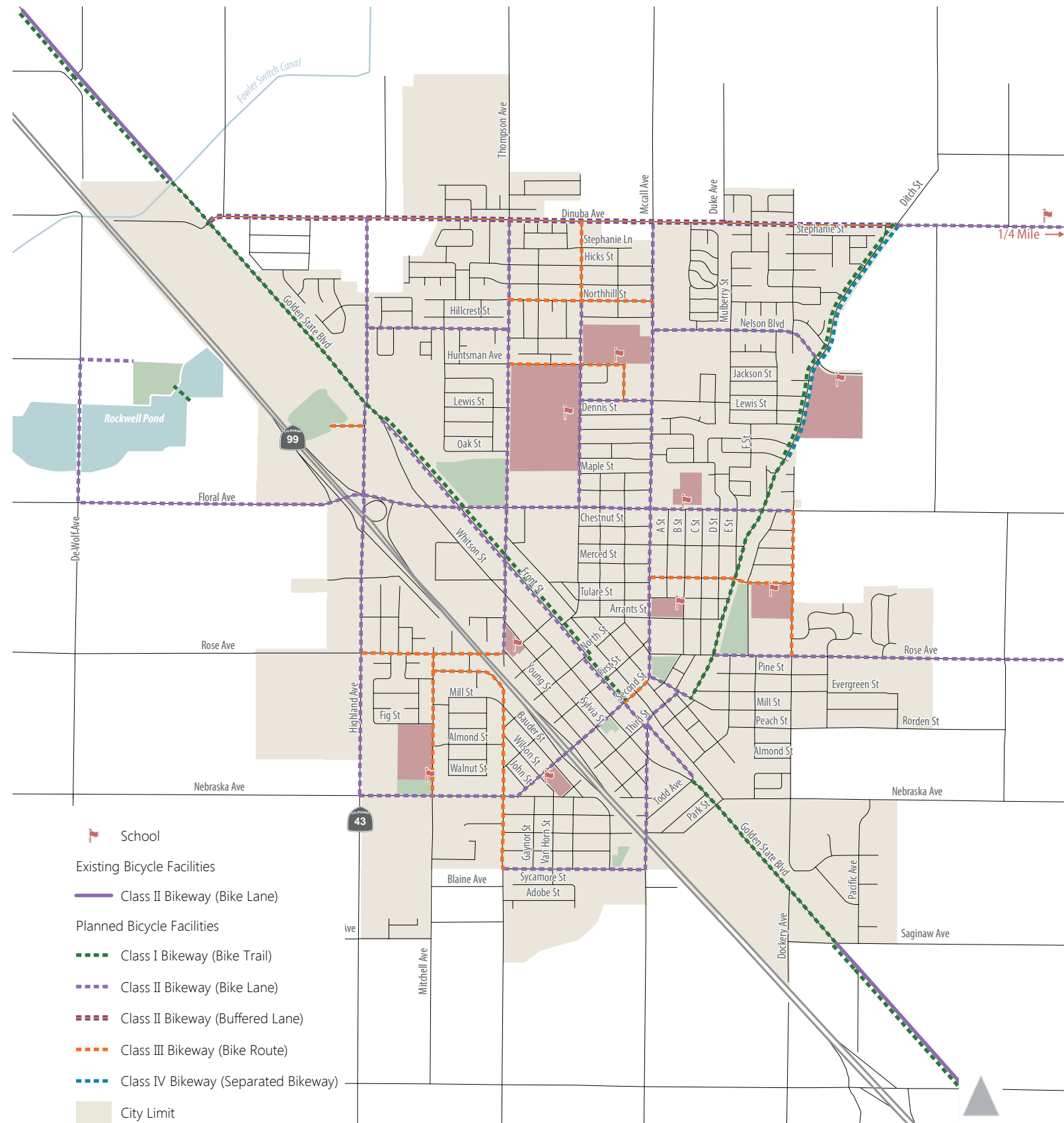
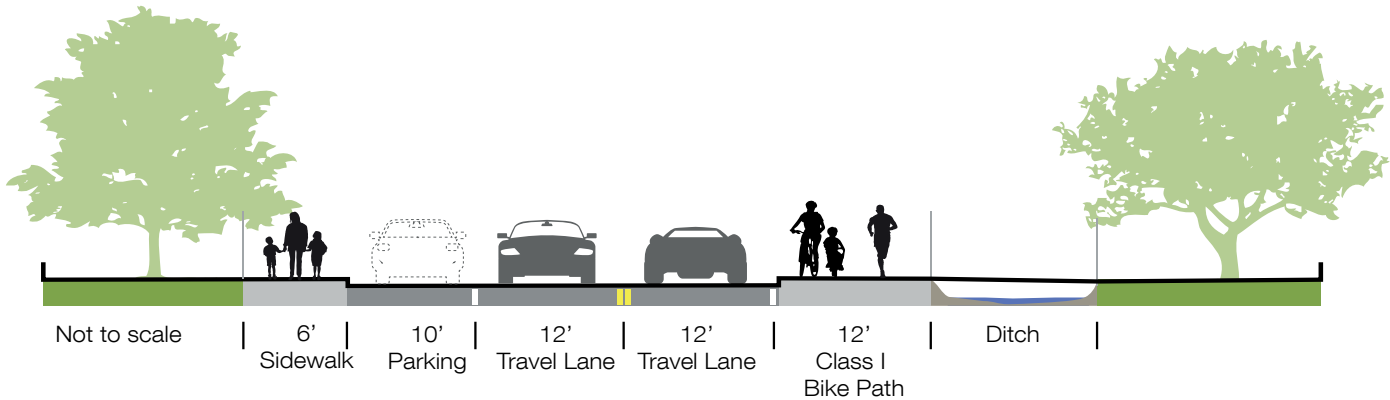


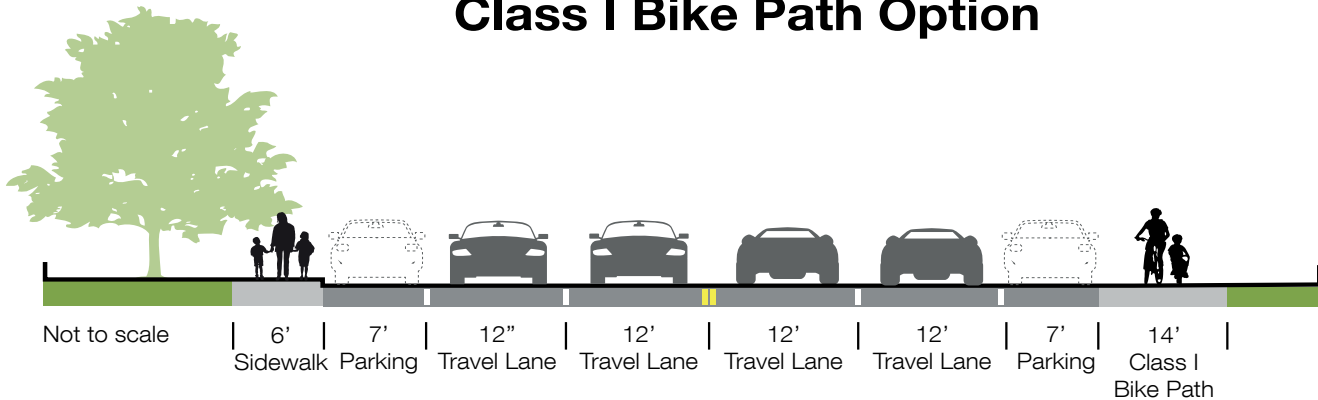
FIGURE 4-2

PLANNED TRAIL CROSS-SECTIONS

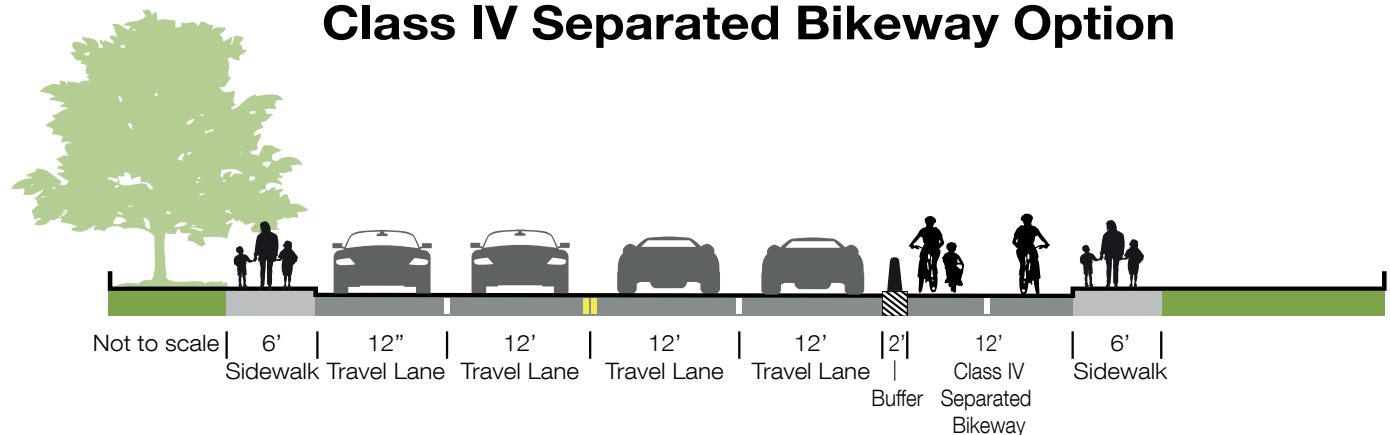
Orange Avenue North of Floral Avenue



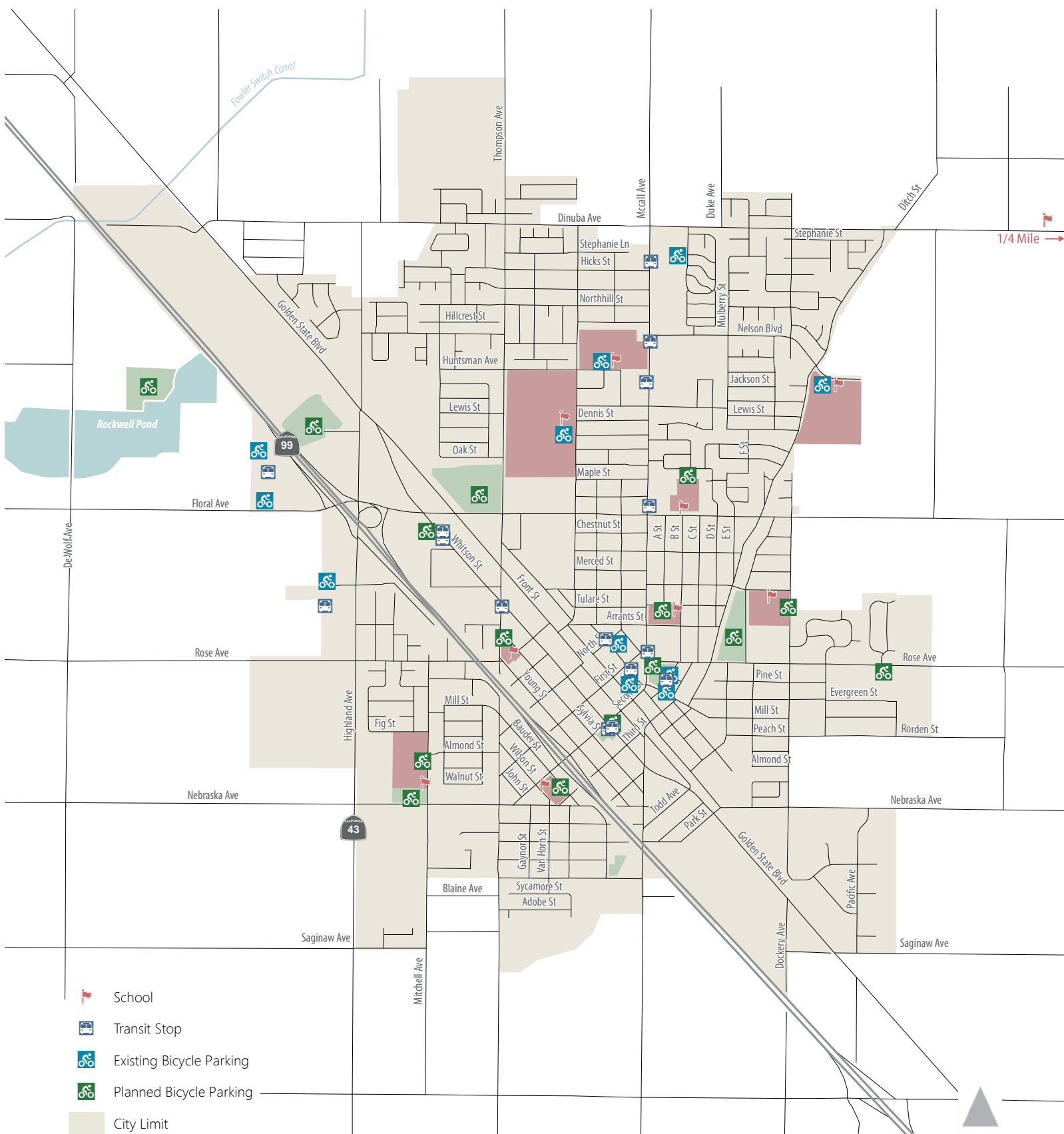
Orange Avenue South of Nelson Boulevard Class I Bike Path Option



Orange Avenue South of Nelson Boulevard Class IV Separated Bikeway Option



PLANNED BICYCLE PARKING



4.2 PEDESTRIAN NETWORK

The proposed pedestrian network is presented in Figure 4-4. The trail network, used by pedestrians as well as bicyclists, was discussed in Section 4.1. The sidewalk improvements are primarily focused on connections to schools and to the trails system. The projects identified are organized based on proximity to each other and into fundable sized projects. The improvements can be implemented in part or by combining focus areas together into larger efforts.

4.2.1 PEDESTRIAN CROSSINGS

Several intersection improvement projects are also shown in Figure 4-4 to improve pedestrian comfort and safety:

- SR 99 ramps at Second Street: full signalization, if warrant is met
- Improvement of irregular intersection at Third Street/W. Front Street/McCall Avenue
- Improvement of irregular intersection at Third Street/Mill Street/Keith Street/Grove Street
- Crossing improvements at the intersection of McCall Avenue and Nelson Boulevard, a connection to several schools and retail

The decision to install a marked crosswalk or other crosswalk enhancement should take into account good engineering judgement, engineering study, and/or other necessary considerations as appropriate for each individual case. Some of these considerations include:

- Pedestrian travel demand, typically 20 pedestrians/hour or more
- Service of a facility or use that generates higher pedestrian travel or serves a vulnerable population (e.g., children, elderly, persons with disabilities). This may include schools, hospitals, senior centers, recreation/community centers, libraries, parks, or trails. Service of such facilities can justify pedestrian improvements to areas of less demand than 20 pedestrians/hour
- Sight distance requirements, using appropriate stopping sight distance guidance from AASHTO's A Policy on Geometric Design for Highways and Streets or Caltrans' Highway Design Manual
- Delay to pedestrian movements
- Distance to nearest crossing
- Meeting California Manual for the Uniform Control of Traffic Devices (MUTCD) pedestrian signal warrant

Depending on the characteristics of a specific location, a marked crosswalk alone may not be sufficient to ensure efficient function for all users and maintain pedestrian safety. If a location is suitable for a marked crosswalk, Table 4-2 outlines the appropriate level of enhancement that may be necessary based on the number of travel lanes, average daily traffic, and posted speed limit (assuming speed limits are set at the 85th percentile speed). Three levels of enhancement are identified in Table 4-3 ranging from Level A to Level C.

FIGURE 4-4

PLANNED SIDEWALKS & TRAILS

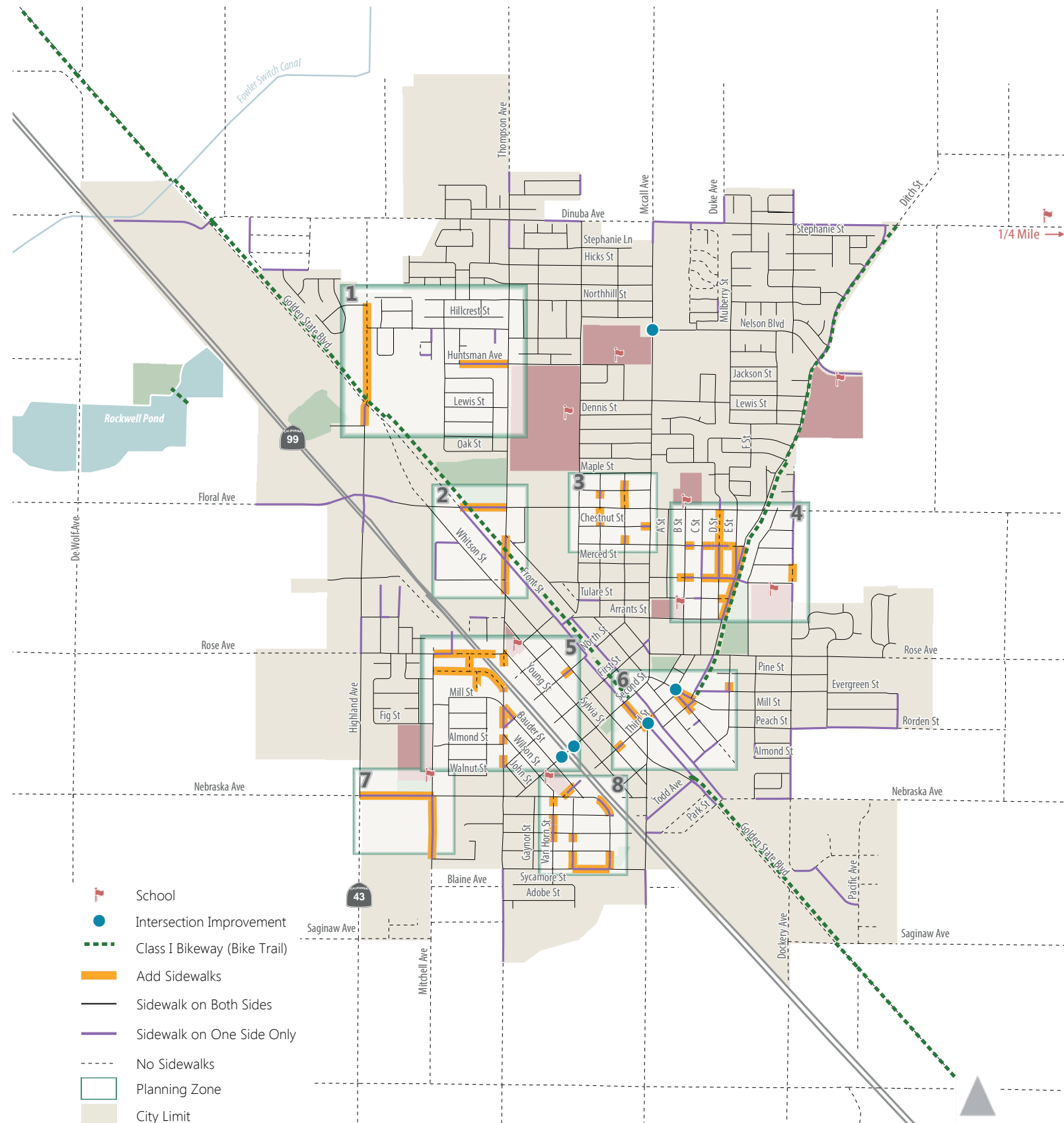


TABLE 4-2: RECOMMENDED LEVEL OF ENHANCEMENT AT CROSSWALKS

Roadway Type	Vehicle ADT						Vehicle ADT			Vehicle ADT		
	Vehicle ADT ≤ 9,000			> 9,000 to 12,000			> 12,000 to 15,000			Vehicle ADT ≥ 15,000		
	≤ 30 mph	35 mph	40 mph	≤ 30 mph	35 mph	40 mph	≤ 30 mph	35 mph	40 mph	≤ 30 mph	35 mph	40 mph
Residential	R	-	-	-	-	-	-	-	-	-	-	-
2 Lanes	A	A	B	A	A	B	A	A	C	A	B	C
3 Lanes	A	A	B	A	B	B	B	B	C	B	C	C
4 Lanes with Raised Median	A	A	C	A	B	C	B	B	C	C	C	C
4 Lanes without Raised Median	A	B	C	B	B	C	C	C	C	C	C	C

TABLE 4-3: RECOMMENDED CROSSWALK TREATMENTS OR ENHANCEMENTS

Level	Recommended Treatment or Enhancement
R	High visibility crosswalk
A	All of the following:
	High visibility crosswalk
	Signs
	Pavement word markings
B	All of the following:
	Rectangular Rapid Flashing Beacons
	High visibility crosswalk
	Signs
C	Pavement word markings
	All of the following:
	Pedestrian Hybrid Beacon or Pedestrian Signal
	High visibility crosswalk
	Signs
	Pavement word markings

4.2.2 PEDESTRIAN LEVEL OF TRAFFIC STRESS

Reducing pedestrian level of traffic stress is challenging in areas where sidewalks are already built and limited width exists from the edge of the right-of-way to the curb. The two trails discussed for the planned bicycle network will also reduce pedestrian level of stress in these corridors. Where possible, the following features should be added or included in new construction:

- Sidewalk width of at least six feet, preferably eight feet in commercial or retail areas. City standard drawings should be updated to meet these minimum widths
- Landscape buffer between the sidewalk and street
- Street trees for shading
- Crosswalks at least every 400 feet
- Slowing traffic by reducing lane widths and adding traffic calming features

4.3 SUPPORTING PROGRAMS

Selma should continue to work on its education and encouragement programs. Partnering with other organizations provides a good opportunity to engage the community. In Fresno County, groups such as Cultiva La Salud and Leadership Counsel for Justice and Accountability have hosted successful events that encourage active transportation and other healthy activities in disadvantaged communities. Hosting events with these organizations will allow Selma Police and City staff to better reach local children and other residents.

Selma should also consider other improvements to the community environment that will enhance residents' safety and perceptions of safety. Adding lighting improvements can deter crime and increase walking and bicycling outside of daylight hours. Enforcing leash laws and otherwise deterring loose dogs will also diminish another deterrent to walking and bicycling frequently noted in Fresno County. As discussed in section 4-1.2, Bicycle Parking, enforcement efforts aimed at ensuring bike racks are not blocked will help ensure that bicycle riders have

a place to safely park their bicycles and encourage bicycle use.

Crime prevention through environmental design (CPTED) can also be used to reduce the fear and incidence of crime and improve the quality of life by creating attractive, livable, and safe places. CPTED relies on four main strategies that can be employed in the development of active transportation facilities in Selma:

- *Natural surveillance*: The placement of physical features (windows, lighting, landscaping), activities (waiting for transit, sitting on a bench, walking), and people in a way that maximizes visibility of buildings, people, parking areas, and entrances. Natural surveillance can increase the number of "eyes on the street" and create visual connections between the street, sidewalk, and nearby land uses.
- *Natural access control*: Directing the flow of people by controlling access to and through a site to decrease the opportunity for crime by. Design elements (walkways, lighting, signage, landscaping, and physical barriers) can direct users to public routes and areas and discourage access to private areas.
- *Territorial reinforcement*: Use of physical attributes (fences, landscaping, sidewalks, and signage) to express ownership and distinguish between private and public space and define property lines.
- *Maintenance*: Continued use of a space for its intended purpose. Proper maintenance can serve as an additional expression of ownership and can help maximize public safety and visibility of a space, while deterioration and debris can indicate lack of concern and control and encourage unintended uses.

4.4 WAYFINDING

Wayfinding signage can be used on both bicycle and pedestrian facilities to direct users to connecting facilities and key destinations within the city and region. These signs provide the most value at trail junctions and at intersections of key bicycling and walking routes. Integrating good wayfinding into the Golden State Corridor improvements will also encourage trail users to explore other parts of Selma. Chapter 9B of the 2014 California MUTCD provides guidance on sign design and installation. These standard signs may also be augmented by signs depicting distances in miles to encourage walking and bicycling.



4.5 POTENTIAL OUTCOMES

Following implementation of the planned networks and supporting programs, substantial improvements may be achieved in active transportation use and safety of people who walk and ride bikes. By increasing the facilities available to users, mode share may increase to levels seen in other comparable cities. As improvements are made, walking and biking mode share may be expected to rise to the level of Fresno County as a whole (Table 4-4). As the network continues to expand towards build-out, usage may be expected to be similar to cities with comparable characteristics. Sacramento is a city in the Central Valley with a comparable climate to that of Selma. Though no single city is exactly comparable to Selma, these comparisons provide reasonable targets for Selma to achieve by implementing the ATP. Achieving mode share similar to Sacramento would result in approximately 200 workers commuting by bike and 300 workers commuting by walking, representing about 400 trips by biking and 600 trips by walking daily. As discussed in Chapter 3, Existing Conditions, because these number do not include shopping, school, or recreational trips, or commuters who only walk or bike to work part time, the actual number of future trips would be higher.

By implementing this plan, pedestrian and bicyclist safety will also be improved and the number of collisions involving pedestrians and bicyclists reduced. A 50% or greater reduction in injuries and fatalities is a reasonable expectation if all aspects of this plan, including supporting programs, are implemented. In addition to these direct health improvements due to collision reduction, implementation will also support increased physical activity by Selma residents, improving community health by reducing incidence of heart disease, high blood pressure, Type 2 diabetes, mental illness, and obesity.

TABLE 4-4: MODE SHARE COMPARISON

Mode	Mode Share				
	Selma	Fresno County	City of Fresno	Clovis	Sacramento
Bicycle	0.1%	0.9%	1.1%	1.1%	2.2%
Walking	1.4%	1.9%	1.7%	1.6%	3.3%

Source: US Census American Community Survey 2010-2015



Chapter 5

IMPLEMENTATION

Implementation of the planned bikeway and pedestrian network is anticipated to occur in multiple ways:

- Active transportation projects pursued to implement this plan
- In conjunction with adjacent land development projects as the City requires new development to construct roadway and sidewalk frontage improvements in accordance with City standards and the planned facilities identified in this plan
- In conjunction with maintenance and capacity enhancement projects, such as slurry seals, pavement reconstruction, roadway widening, or sidewalk rehabilitation projects

Active transportation projects will be implemented based upon the priorities identified in the next section. Implementation will require many years

to complete: implementation of priority projects will be targeted for completion in the next five to ten years. Improvements associated with work on adjacent roadways or development of adjacent land uses will provide opportunities for implementation relatively easily or at lower cost than if implemented separately. In these cases, lower priority improvements may be implemented before higher-priority improvements, depending on the location of these land development and roadway projects.

Completion of projects in this plan will be reported by planning staff to the City Council and on the City website. The City will update this plan periodically, approximately every five years, to reflect changing conditions and needs and progress toward completion.

*Right Photo:
Tucker Street in Downtown Selma*

5.1 PRIORITIZATION

The elements of these networks were prioritized based on several criteria:

- Proximity to key destinations, including schools, parks, bus stops, and activity centers
- Collision locations
- Disadvantaged community indicators
- Level of traffic stress
- Public comment
- Judgement of City staff

Maps highlighting priorities are shown in Figures 5-1 and 5-2. Lists of projects with priorities are provided in Appendix D, Project Priorities and Cost Estimates.

5.2 COSTS

The estimated costs to implement each type of facility are summarized in Table 5-1. On-street bike routes and bike lanes are the least expensive to construct per mile, while separated bikeways, sidewalks, and bike paths are most expensive to construct. If land must be acquired to implement any of these facilities, costs will increase. However, many of these facilities may be implemented during development of adjacent land uses or in conjunction with other projects. Therefore, some of these costs will not be directly borne by the City.

Cost estimates are based on local unit cost estimates. These estimates were developed based on relevant project experience in the area. Assumptions for each bikeway type and details of these estimates are described in Appendix D. Note that these are high-level cost estimates, and more detailed study and design of individual project will be required to refine them.

TABLE 5-1: PROJECT COST ESTIMATES

Facility Type	Cost per Mile	High Priority	Other	Total
Class I Bike Path	\$1,250,000	\$2,275,000	\$5,162,500	\$7,437,500
Class II Bike Lane	\$175,000	\$1,298,500	\$4,830,000	\$6,128,500
Class II Buffered Bike Lane	\$192,500	\$924,000		\$924,000
Class III Bike Route	\$10,000	\$2,400	\$86,600	\$89,000
Class IV Separated Bikeway	\$325,000		\$299,000	\$299,000
Sidewalk	\$237,600	\$813,000	\$646,000	\$1,459,000
Intersection improvements		\$1,300,000	\$325,000	\$1,625,000
	Total	\$6,612,900	\$11,349,100	\$17,962,000

Source: Fehr & Peers, 2017

Unit costs for other equipment, including installation are presented in Table 5-2.

TABLE 5-2: UNIT COSTS FOR OTHER EQUIPMENT

Equipment Type	Cost
Bike Rack	\$1,500
Wayfinding Signage	\$500
Lighting	\$8,000
Crosswalk Striping	\$1,500
Rectangular Rapid Flashing Beacon (pair)	\$25,000
Pedestrian Hybrid Beacon (pair)	\$350,000

Source: Fehr & Peers, 2017

FIGURE 5-1

HIGH PRIORTY BIKEWAYS & TRAILS

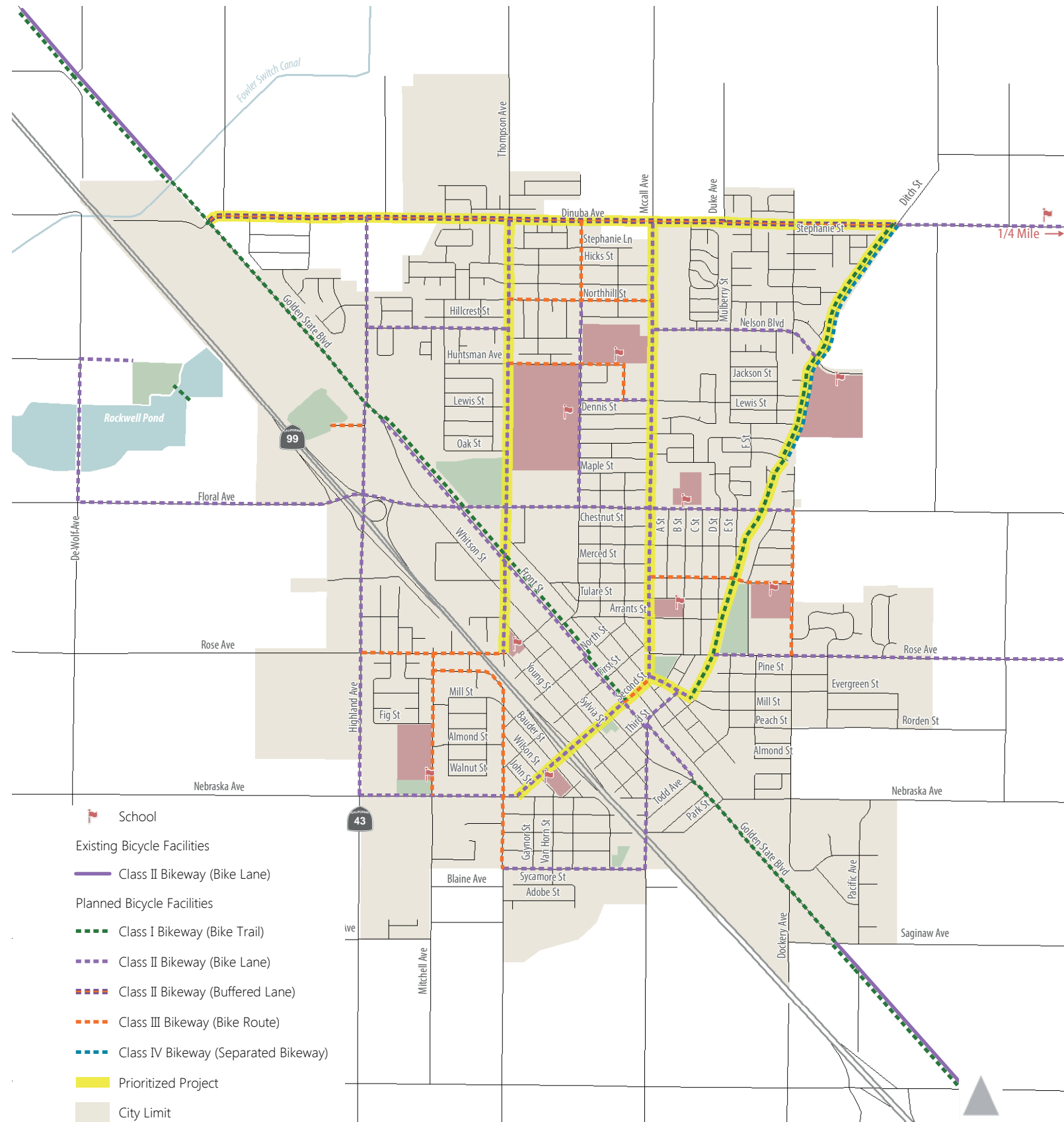
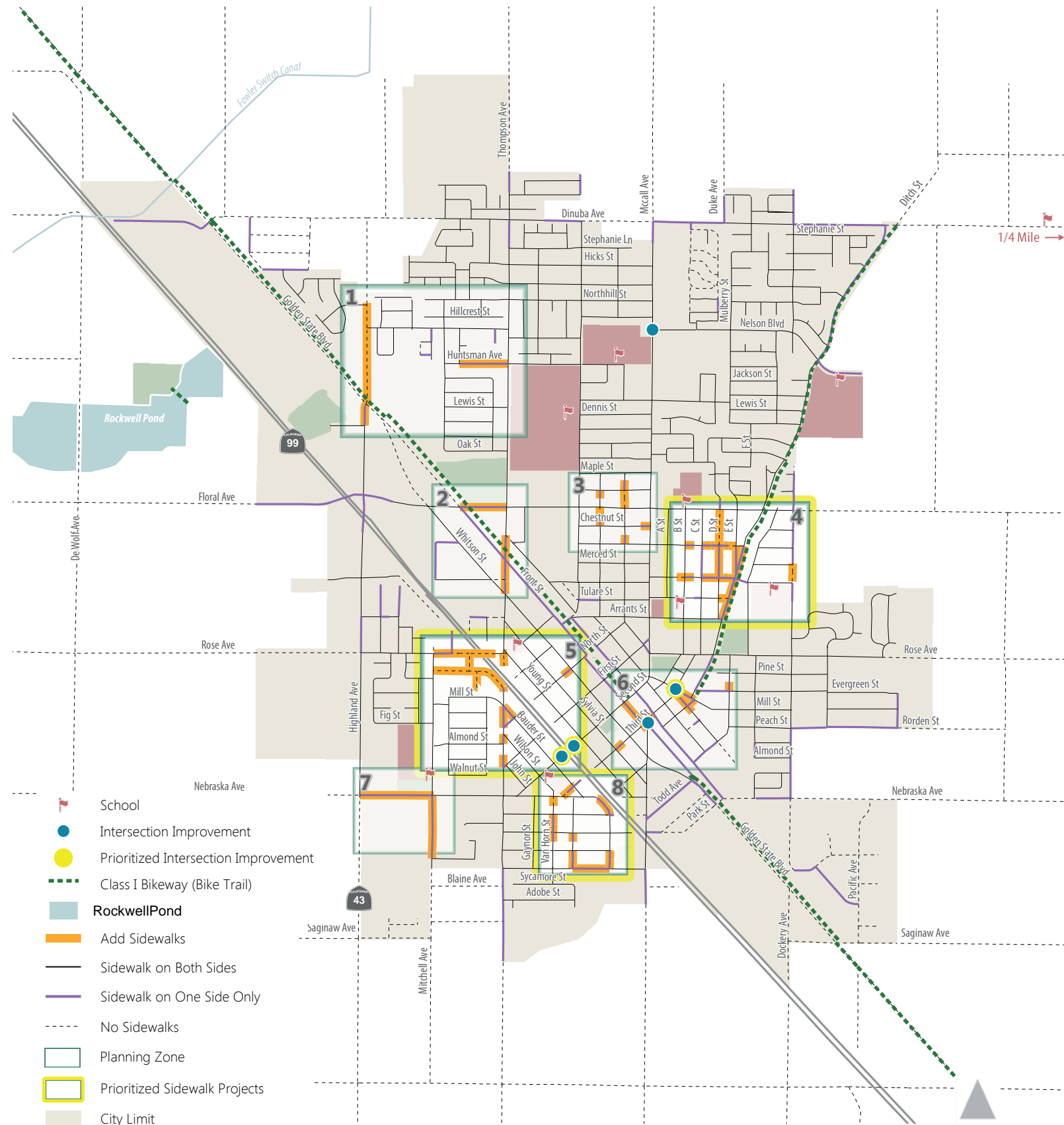


FIGURE 5-2

PRIORITIZED SIDEWALK & INTERSECTION IMPROVEMENTS



5.3 FUNDING

Federal, state, regional, county, and local organizations provide funding for pedestrian and bicycle projects and programs. The most recent federal surface transportation funding program, Fixing America's Surface Transportation Act (FAST), was signed into law in December 2015. This is the first long-term federal transportation authorization enacted since 2012, and the first long-term funding since the signing of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) in 2005. The new authorization brings changes to typical funding sources and structures. FAST funding is distributed to federal and state surface transportation funds. Most of these resources are available through Caltrans and Fresno COG.

Senate Bill 1, The Road Repair and Accountability Act of 2017, was signed in April 2017. It will increase funding for the Active Transportation Program by \$100 million statewide and encourages complete streets improvements in a majority of its funding allocations for local roadways.

Measure C, administered by the Fresno County Transportation Authority, is another important source of funding. The measure is a half-cent sales tax aimed at improving the overall quality of Fresno County's transportation system. This Local Transportation Program can be used on pedestrian and bicycle facilities and trails. Funding is allocated to cities and the county based on population. Measure C funding will also be used to construct the Golden State Corridor bicycle and pedestrian facilities.

Table 5-3 summarizes the applicability of these various funding sources to projects, planning efforts, and programs proposed in this plan. Detailed descriptions of the grant funding sources are presented in Appendix E, Funding Sources. The most applicable funding sources for the improvements proposed by this Plan are the Active Transportation Program, Highway Safety Improvement Program, and Measure C. This appendix includes details about current programs that are used to fund existing scheduled projects and an assessment of upcoming programs as of July 2017. These may change as state and local programs adapt to the new SB 1 funding.

TABLE 5-3: FUNDING SOURCES

Funding Source	Class I Bicycle Path	Class II Bicycle Lane	Class III Bicycle Route	Class IV separated Bikeways	Pedestrian Projects	Other Projects	Planning and Programs
Congestion Mitigation and Air Quality Improvement Program (CMAQ)	●	●	●	●	●	●	●
Regional Surface Transportation Program (RSTP)	●	●	●	●	●	●	●
Highway Safety Improvement Program (HSIP) Grants	●	●	●	●	●	●	○
Caltrans Transportation Planning Grants	○	○	○	○	○	○	●
Local Transportation Fund (LTF)	●	●	●	●	●	●	○
California State Parks Recreational Trails Program (RTP)	●	○	○	○	○	○	○
Land and Water Conservation Fund (LWCP)	●	○	○	○	○	○	○
Active Transportation Program (ATP)	●	●	●	●	●	●	●
Transportation Development Act (TDA)	●	●	●	●	●	●	●
Affordable Housing and Sustainable Communities Program (AHSC)	●	●	●	●	●	●	●
California Office of Traffic Safety Pedestrian and Bicycle Safety Grants	○	○	○	○	○	○	●
FCTA Measure C	●	●	●	●	●	●	●
SJVAPCD Bikeway Incentive Program	●	●	●	○	○	○	○

Notes:

1. ● indicates that funds may be used for this category; ○ indicates that funds may not be used for this category, and ● indicates that funds may be used, though restrictions apply.

Source: Fehr & Peers, 2017

APPENDIX A: PLAN CONFORMANCE WITH ATP GUIDELINES

Item	Requirement	Page
1	The estimated number of existing bicycle trips and pedestrian trips in the plan area, both in absolute numbers and as a percentage of all trips, and the estimated increase in the number of bicycle trips and pedestrian trips resulting from implementation of the plan.	Existing: 35
		Future: 54-55
2	The number and location of collisions, serious injuries, and fatalities suffered by bicyclists and pedestrians in the plan area, both in absolute numbers and as a percentage of all collisions and injuries, and a goal for collision, serious injury, and fatality reduction after implementation of the plan.	Existing: 35-38
		Future: 54
3	A map and description of existing and proposed land use and settlement patterns which must include, but not be limited to, locations of residential neighborhoods, schools, shopping centers, public buildings, major employment centers, and other destinations.	28-30
4	A map and description of existing and proposed bicycle transportation facilities, including a description of bicycle facilities that serve public and private schools and, if appropriate, a description of how the five Es (Education, Encouragement, Enforcement, Engineering, and Evaluation) will be used to increase rates of bicycling to school.	Existing: 18-19
		Proposed: 46-47
		5 E's: 42, 53
5	A map and description of existing and proposed end-of-trip bicycle parking facilities.	Existing: 39-40
		Proposed: 46, 48
6	A description of existing and proposed policies related to bicycle parking in public locations, private parking garages and parking lots and in new commercial and residential developments.	15
7	A map and description of existing and proposed bicycle transport and parking facilities for connections with and use of other transportation modes. These must include, but not be limited to, bicycle parking facilities at transit stops, rail and transit terminals, ferry docks and landings, park and ride lots, and provisions for transporting bicyclists and bicycles on transit or rail vehicles or ferry vessels.	Existing: 39-40
		Proposed: 46, 49
8	A map and description of existing and proposed pedestrian facilities, including those at major transit hubs and those that serve public and private schools and, if appropriate, a description of how the five Es (Education, Encouragement, Enforcement, Engineering, and Evaluation) will be used to increase rates of walking to school. Major transit hubs must include, but are not limited to, rail and transit terminals, and ferry docks and landings.	Existing: 18, 20
		Proposed: 49-50
		5 Es: 42, 53
9	A description of proposed signage providing wayfinding along bicycle and pedestrian networks to designated destinations.	54

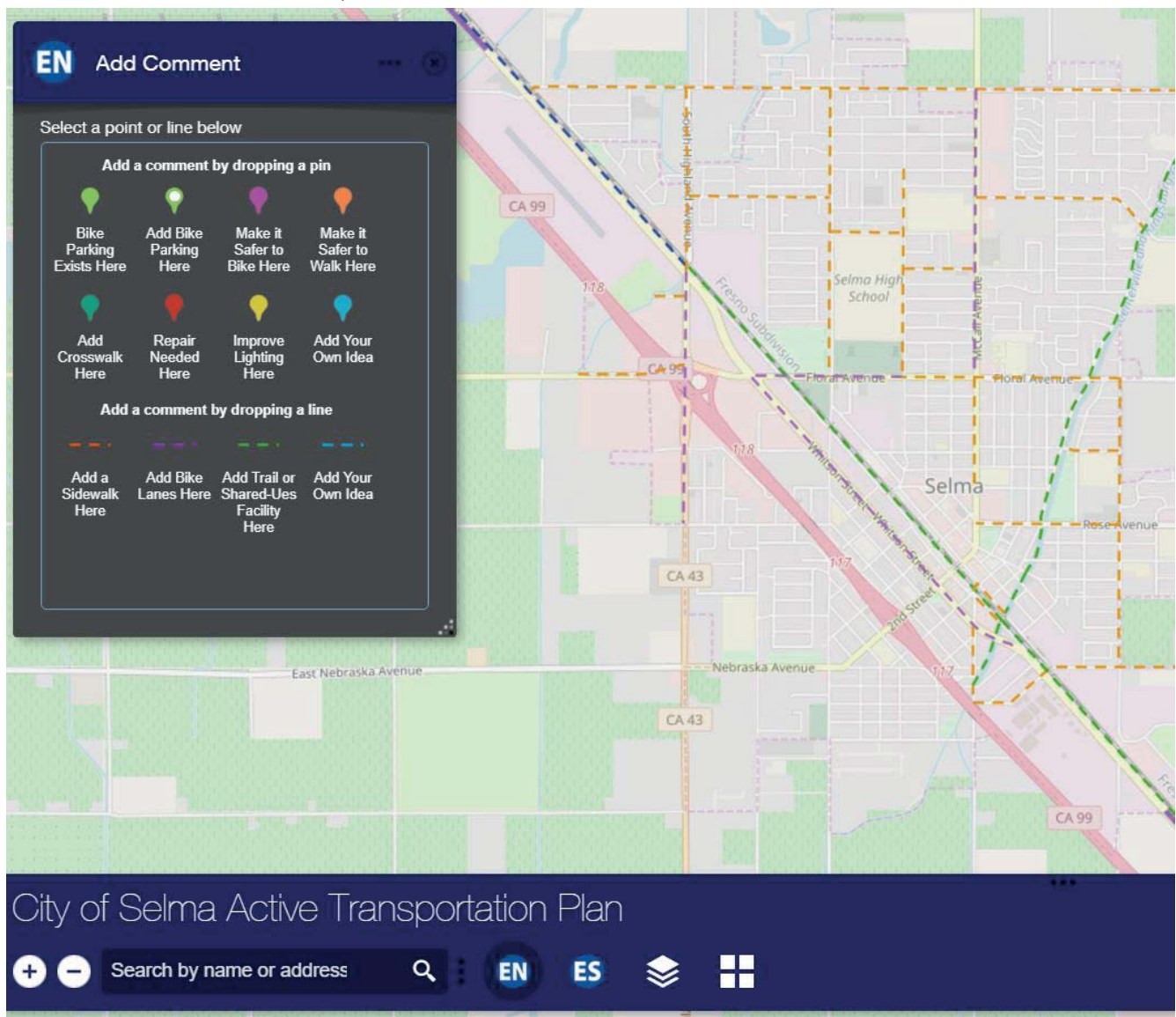
Item	Requirement	Page
10	A description of the policies and procedures for maintaining existing and proposed bicycle and pedestrian facilities, including, but not limited to, the maintenance of smooth pavement, ADA level surfaces, freedom from encroaching vegetation, maintenance of traffic control devices including striping and other pavement markings, and lighting.	42
11	A description of bicycle and pedestrian safety, education, and encouragement programs conducted in the area included within the plan, efforts by the law enforcement agency having primary traffic law enforcement responsibility in the area to enforce provisions of the law impacting bicycle and pedestrian safety, and the resulting effect on collisions involving bicyclists and pedestrians.	42
12	A description of the extent of community involvement in development of the plan, including disadvantaged and underserved communities.	4 Appendix B
13	A description of how the active transportation plan has been coordinated with neighboring jurisdictions, including school districts within the plan area, and is consistent with other local or regional transportation, air quality, or energy conservation plans, including, but not limited to, general plans and a Sustainable Community Strategy in a Regional Transportation Plan.	13-15, 45 Appendix C
14	A description of the projects and programs proposed in the plan and a listing of their priorities for implementation, including the methodology for project prioritization and a proposed timeline for implementation.	57-61 Appendix D
15	A description of past expenditures for bicycle and pedestrian facilities and programs, and future financial needs for projects and programs that improve safety and convenience for bicyclists and pedestrians in the plan area. Include anticipated revenue sources and potential grant funding for bicycle and pedestrian uses.	Past: 39, 41
		Anticipated: 58-59, 62-63 Appendix E
16	A description of steps necessary to implement the plan and the reporting process that will be used to keep the adopting agency and community informed of the progress being made in implementing the plan.	57
17	A resolution showing adoption of the plan by the city, county or district. If the active transportation plan was prepared by a county transportation commission, regional transportation planning agency, MPO, school district or transit district, the plan should indicate the support via resolution of the city(s) or county(s) in which the proposed facilities would be located.	Appendix F

APPENDIX B: PUBLIC PARTICIPATION

Public input to this plan was gathered through three primary methods:

- Outreach with flyers, including distribution at Selma's popular Raisin Festival. A copy of the flyer is included in this appendix.
- An online crowdsourced interactive map, with both English and Spanish captions. Nine comments were received. A snapshot of this map shown below.
- An interactive workshop held to obtain input from the public, with Spanish translation provided. Two people attended this workshop.

B-1: Online Crowdsourced Map



B-2: Public Outreach Flyer

Help create the City of Selma Active Transportation Plan



Active Transportation

is human-powered travel, including walking, bicycling, and using a wheelchair. These activities are not only fun, but they have many important health, economic, environmental, and social benefits:

- Helping kids and families get to schools, parks, work, shopping, restaurants, and bus stops
- Improving overall health and reducing the incidence of heart disease, high blood pressure, Type 2 diabetes, mental illness, and obesity
- Reducing road congestion and air pollution
- Providing personal financial savings on gas, parking, and car maintenance

However, many parts of Selma were developed without good trails, sidewalks, and bike lanes that make walking and biking safe and comfortable for everyone.



What is an ATP?

The Selma Active Transportation Plan (ATP) will be a comprehensive guide that creates a vision for a network of trails, bike lanes, sidewalks, and other elements to support safe walking and bicycling across the City.



Why we need your help

Nobody knows your neighborhood better than you!

We need your help to identify where the biggest needs and opportunities are to make walking and biking safer, more enjoyable, and a great way to get around Selma.



**Go to SelmaATP.fehrandpeers.net
Provide your input and stay up-to-date on the plan
as it is created.**

Later this year there will be also be a workshop and open house where you can learn more and provide input in person, so visit the website to stay involved!

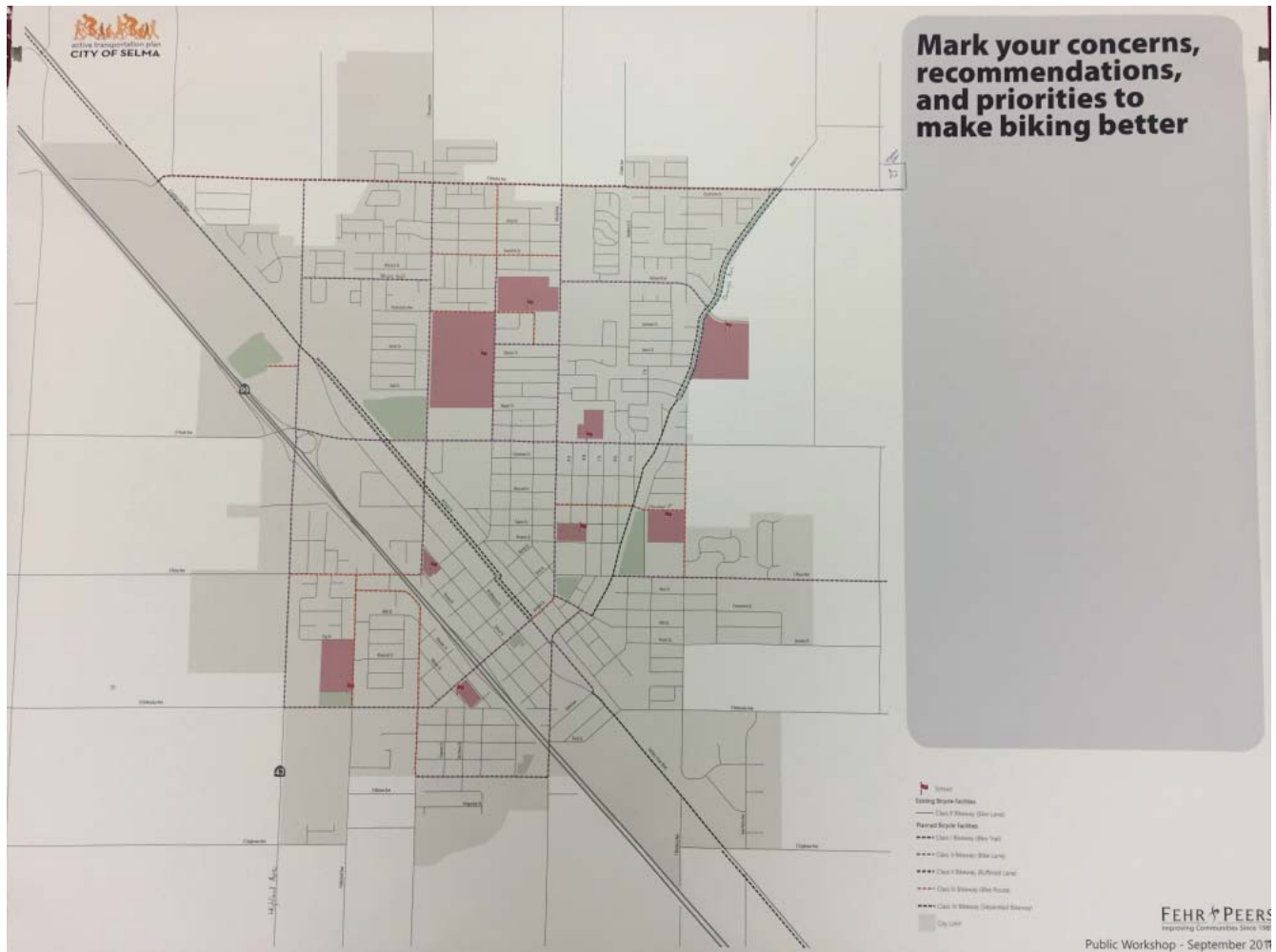
Scan Here:



Frankie Olivares
559.891.2200
folivares@cityofselma.com

Adrian Engel
916.329.7332
a.engel@fehrendpeers.com

B-4: Interactive Workshop B



B-3: Interactive Workshop A

Why do you walk and bike in Selma?

active transportation plan
CITY OF SELMA

Place a sticker next to the purpose that best applies to you for each mode.

Walk		Bike
Place Stickers Here	To get to work or school	Place Stickers Here
Place Stickers Here	To get my kids to school	Place Stickers Here
● Place Stickers Here	To exercise	●●● Place Stickers Here
Place Stickers Here	To run errands at local stores or offices	● Place Stickers Here
Place Stickers Here	To visit or socialize with friends and neighbors	Place Stickers Here
Place Stickers Here	To enjoy the outdoors	● Place Stickers Here
Place Stickers Here ●	Other	Place Stickers Here

Public Workshop - September 2017

FEI

APPENDIX C: RELATIONSHIP TO OTHER PLANS AND POLICIES

The ATP was developed with consideration of the following regional, state, and federal plans, policies, and other documents:

FRESNO COUNCIL OF GOVERNMENTS REGIONAL TRANSPORTATION PLAN AND SUSTAINABLE COMMUNITIES STRATEGY

The plan's bicycle and pedestrian policies are described extensively in the Non-Motorized Transportation Element. An important component of the 2014 Regional Transportation Plan and Sustainable Communities Strategy (RTP/SCS) is a commitment to complete streets policies and implementation measures. The plan seeks to have every transportation project make the street network safer for pedestrians and bicyclists as well as transit users and drivers. Additionally, the Policy Element contains a number of goals, with supporting objectives and policies, relating directly to walking and bicycling. These goals include:

- An efficient, safe, integrated, multimodal transportation system
- Maximize bicycling and walking through their recognition and integration as valid and healthy transportation modes in transportation planning activities
- Safe, convenient, and continuous routes for bicyclists and pedestrians of all types which interface with and complement a multimodal transportation system
- Improved bicycle and pedestrian safety through education and enforcement.
- Increased development of the regional bikeways system, related facilities, and pedestrian facilities by maximizing funding opportunities.

The ATP is consistent with the 2014 RTP/SCS. An update to the RTP/SCS is currently being developed.

FRESNO COUNTY REGIONAL BICYCLE AND RECREATIONAL TRAILS MASTER PLAN

The Fresno County Regional Bicycle and Recreational Trails Master Plan, adopted in 2013, provides a comprehensive long-range view for the development of an extensive regional bikeway and recreational trails network that connects cities and unincorporated areas countywide. Connections to the networks in this plan were included in development of the ATP.

FRESNO COUNTY TRANSPORTATION AUTHORITY MEASURE C

Measure C is a ½ cent tax applied to retail transactions. Revenues from Measure C go towards transportation improvements in Fresno County until 2027, when it will require a vote of approval for its continuation. The funding allocation programs specifically finance bicycle facilities through several programs:

- Local Transportation Program
 - The Pedestrian/Trails Facilities Subprogram (3.10% of total Measure C funding) provides funding for pedestrian/bicycle trail facilities, signage and striping, Master Plan preparation and updates, and other Program-related facilities and support facilities. Measure C specifies certain design criteria for bicycle paths and multi-purpose trails.
 - The Bicycle Facilities Subprogram (0.90% of total Measure C funding) provides funding for significant improvements to the existing and planned bicycle system. Eligible projects include Class II bike lanes, signage and striping, master plan preparation and updates, and other Program-related facilities and support facilities.
 - The Flexible Funding Category of the Local Allocation Subprogram (14.80% of total Measure C funding) provides funding for any type of transportation project, including bicycle, trail, and pedestrian projects.

- Alternative Transportation Program
 - The Rail Consolidation Subprogram (6.00% of total Measure C funding) specifies that should consolidation of the BNSF tracks occur, the land will revert to the City and County of Fresno for trails, bikeways, and pedestrian facilities.

Additionally, Measure C requires that any new highway, expressway, super-arterial, arterial, or collector constructed or reconstructed with Measure C funds include accommodations for pedestrian and bicycle travel.

FRESNO COUNCIL OF GOVERNMENTS TRANSPORTATION NEEDS ASSESSMENT

The Fresno COG Transportation Needs Assessment addressed significant accessibility problems within Fresno County, with a particular focus on disadvantaged communities. The project consisted of two parts. Part 1 analyzed bicycle and trail facilities in Fresno County to identify gaps between local jurisdictions and recommend projects to close those gaps. Part 2 analyzed connectivity between communities within the region and ten major regional and sub-regional destinations, with a focus on disadvantaged communities who may have limited transportation options. Projects were recommended to improve connectivity, including for pedestrians and bicyclists. This ATP includes connections to recommended bikeways included in the needs assessment.

CALTRANS BICYCLE GUIDE FOR DISTRICT 6

The Caltrans Bicycle Guide for District 6 maps and describes bicycle access on Caltrans facilities in Fresno County and neighboring counties. It also includes alternative routes to roads on which bicycle travel is prohibited.

CALIFORNIA STATE BICYCLE AND PEDESTRIAN PLAN

In June 2017, Caltrans finalized Toward an Active California, the State Bicycle and Pedestrian Plan. The plan sets targets to greatly increase walking and bicycling in California and identifies objectives and strategies to achieve these targets.

CALIFORNIA GREEN BUILDING CODE

The 2013 California Green Building Standards contain specific requirements for the amount and type of both short-term and long-term bicycle parking.

CALIFORNIA ASSEMBLY BILL 32 & SENATE BILL 375

Senate Bill (SB) 375 is the implementation legislation for Assembly Bill (AB) 32. AB 32 requires the reduction of greenhouse gases (GHG) by 28 percent by the year 2020 and by 50 percent by the year 2050. Greenhouse gases are emissions — carbon dioxide chief among them — that accumulate in the atmosphere and trap solar energy in a way that can affect global climate patterns. The largest source of these emissions related to human activity is generated by combustion-powered machinery, internal combustion vehicle engines, and equipment used to generate power and heat. SB 375 tasks metropolitan and regional transportation planning agencies with achieving GHG reductions through their Regional Metropolitan Transportation Plans. The reduction of the use of the automobiles for trip making is one method for reducing GHG emissions. This can be achieved through the use of modes other than the automobile such as walking, bicycling, or using transit.

CALIFORNIA ASSEMBLY BILL 1358

Assembly Bill 1358 is the Complete Streets Act. It calls for the inclusion of all modes (pedestrian, bicycle, transit, and automobile) into the design of roadways. AB 1358 stipulates that roadways should be accessible by all users.

CALIFORNIA SENATE BILL 743

Senate Bill 743 changes how transportation impact analysis is performed as part of compliance with the California Environmental Quality Act (CEQA). The new criteria, under development by the Governor's Office of Planning and Research, will promote the development of multimodal transportation networks.

US DOT POLICY STATEMENT ON BICYCLE AND PEDESTRIAN ACCOMMODATION REGULATIONS AND RECOMMENDATIONS

In 2010, the United States Department of Transportation (US DOT) issued a policy directive in support of walking and bicycling, encouraging transportation agencies to go beyond minimum standards in fully integrating active transportation into projects. As part of the statement, the US DOT encouraged agencies to adopt similar policy statements in support of walking and bicycling considerations such as:

- Considering walking and bicycling equal with other transportation modes
- Ensuring availability of transportation choices for people of all ages and abilities
- Going beyond minimum design standards
- Integrating bicycling and pedestrian accommodations on new, rehabilitated, and limited access bridges
- Collecting data on walking and bicycling trips
- Setting mode share for walking and bicycling and tracking them over time
- Removing snow from sidewalks and shared use paths
- Improving non-motorized facilities during maintenance projects

US AMERICANS WITH DISABILITIES ACT

The Americans with Disabilities Act Title III is legislation enacted in 1990 that provides thorough civil liberties protections to individuals with disabilities concerning employment, state and local government services, and access to public accommodations, transportation, and telecommunications. Title III of the Act requires places of public accommodation to be accessible and usable to all people, including those with disabilities. While the letter of the law applies to "public accommodations," the spirit of the law applies not only to public agencies but also to all facilities serving the public, whether publicly or privately funded.

APPENDIX D: COST ESTIMATES

Project priorities were developed as discussed in Chapter 5, Implementation. Cost estimates are based on unit costs provided in Chapter 5. All project cost estimates are high-level, and more detailed study of individual project will be required to refine them. Land acquisition costs are not included. Specific costs will vary based on local conditions.

TABLE D-1: BICYCLE PROJECTS

Roadway	Segment	Type	Facility Length (miles)	Cost*	High Priority
Dinuba Ave	Golden St Blvd to Ditch St	Class II Bikeway (Buffered Bike Lane)	4.80	\$924,000	High
Dinuba Ave	Ditch St to SOI	Class II Bikeway (Bike Lane)	2.26	\$395,500	
*Golden St Blvd/ Front St	SOI to 2nd St	Class I Bikeway (Bike Path)	2.93	\$3,662,500	
*Golden St Blvd	Todd Ave to SOI	Class I Bikeway (Bike Path)	0.56	\$700,000	
*Front St/Golden State Blvd	Golden St Blvd to 2nd St	Class II Bikeway (Bike Lane)	2.62	\$458,500	
*Golden St Blvd	2nd St to Todd Ave	Class II Bikeway (Bike Lane)	0.72	\$126,000	
Highland Ave	Dinuba Ave to Nebraska Ave	Class II Bikeway (Bike Lane)	4.04	\$707,000	
Thompson Ave	Dinuba Ave to Rose Ave	Class II Bikeway (Bike Lane)	2.98	\$521,500	High
Wright St	Dinuba Ave to Northhill St	Class III Bikeway (Bike Route)	0.56	\$5,600	
Wright St	Northhill St to Floral Ave	Class II Bikeway (Bike Lane)	1.98	\$346,500	
McCall Ave	Dinuba Ave to 2nd St	Class II Bikeway (Bike Lane)	3.14	\$549,500	High
Mill St	2nd St to Orange Ave	Class II Bikeway (Bike Lane)	0.32	\$56,000	High
Orange Ave	Mill St to Dinuba Ave	Class I Bikeway (Bike Path)	1.82	\$2,275,000	High
Orange Ave	Oak St to Dinuba Ave	Class IV Bikeway (Separated Bikeway Option, 2-Way)	0.92	\$299,000	
Nelson Blvd	Highland Ave to Thompson Ave	Class II Bikeway (Bike Lane)	0.96	\$168,000	
Northhill St	Thompson Ave to McCall Ave	Class III Bikeway (Bike Route)	1.00	\$10,000	
Nelson Blvd	McCall Ave to Orange Ave	Class II Bikeway (Bike Lane)	1.22	\$213,500	
Huntsman Ave/Lee St	Thompson Ave to Barbara St	Class III Bikeway (Bike Route)	1.06	\$10,600	
Barbara St	Wright St to McCall Ave	Class II Bikeway (Bike Lane)	0.50	\$87,500	
Floral Ave	De Wolf Ave to Dockery Ave	Class II Bikeway (Bike Lane)	5.02	\$878,500	

Art Gonzalez Pkwy	Pioneer Village to Highland Ave	Class III Bikeway (Bike Route)	0.22	\$2,200	
Dockery Ave	Floral Ave to Rose Ave	Class III Bikeway (Bike Route)	1.02	\$10,200	
Stillman St	McCall Ave to Dockery Ave	Class III Bikeway (Bike Route)	1.00	\$10,000	
Rose Ave	Highland Ave to Thompson Ave	Class III Bikeway (Bike Route)	1.00	\$10,000	
Rose Ave	Orange Ave to SOI	Class II Bikeway (Bike Lane)	3.52	\$616,000	
Mitchell Ave	Rose Ave to Nebraska Ave	Class III Bikeway (Bike Route)	1.00	\$10,000	
Nebraska Ave	Highland to Thompson	Class II Bikeway (Bike Lane)	1.08	\$189,000	
2nd St	Nebraska Ave to Front St	Class II Bikeway (Bike Lane)	0.98	\$171,500	High
2nd St	Front St to McCall Ave	Class III Bikeway (Bike Route)	0.24	\$2,400	High
Pine St/Thompson Ave	Mitchell Ave to Valley View St	Class III Bikeway (Bike Route)	1.80	\$18,000	
Valley View St	Thompson Ave to McCall Ave	Class II Bikeway (Bike Lane)	0.98	\$171,500	
McCall Ave/3rd St	Blaine Ave to Mill St	Class II Bikeway (Bike Lane)	1.34	\$234,500	
De Wolf Ave/ Huntsman Ave	Floral Avenue to park	Class II Bikeway (Bike Lane)	1.36	\$238,000	
Pedestrian Bridge	Rockwell Pond Regional Park	Class I Bikeway (Bike Path)	0.08	\$900,000	

*Being developed as part of regional priorities

TABLE D-2: SIDEWALK PROJECTS

Planning Zone	Facility Length (feet)	Cost	High Priority
1	5,220	\$235,000	
2	1,950	\$88,000	
3	1,860	\$84,000	
4	6,900	\$311,000	High
5	7,990	\$360,000	High
6	2,790	\$126,000	
7	2,520	\$113,000	
8	3,160	\$142,000	High

TABLE D-3: INTERSECTION PROJECTS

Intersection	Improvement	Cost	High Priority
2nd St/SR 99 Ramps	Improve Crossings	\$1,000,000	High
3rd St/W Front St/McCall Ave	Reconfigure pedestrian crossings at irregular intersections	\$300,000	
3rd St/Grove St/ Mill St/Keith St	Reconfigure pedestrian crossings irregular intersections	\$300,000	High
McCall Ave/Nelson Blvd	Improve Crossings	\$25,000	

*Specific costs will vary based on local conditions. Actual design of the crossing treatment will require additional study and should meet MUTCD standards.

APPENDIX E: FUNDING SOURCES

Table 5-3, Funding Sources, listed many funding programs available for projects discussed in this plan. These programs are further described below.

FEDERAL PROGRAMS

The majority of public funds for bicycle, pedestrian, and trails projects are derived through a core group of federal and state programs. Federal funding is authorized through the Surface Transportation Block Grant Program (STBGP). The STBGP provides flexible funding that may be used by states and localities for projects on any federal-aid highway. In the past this funding was authorized by the Surface Transportation Program (STP) in the Moving Ahead for Progress in the 21st Century Act (MAP-21). Funding for STBGP is now authorized through the Fixing America's Surface Transportation (FAST) Act, with the same goals as STP funding.

FAST continues the Highway Safety Improvement Program (HSIP). These federal funds are allocated by Caltrans and described in further detail below.

The Transportation Alternatives Program (TAP), authorized through MAP-21, provides funding for programs and projects defined as transportation alternatives, including on- and off-road pedestrian and bicycle facilities, transit access, mobility, and recreation trails program. This program is now part of the STBGP in FAST instead of a stand-alone program as it was under MAP-21.

The Congestion Mitigation and Air Quality (CMAQ) Improvement Program also authorizes federal funds, including education programs. FAST maintains the existing CMAQ program from MAP-21.

Federal funds from STBGP, TAP, and CMAQ programs are allocated to Fresno COG. Distribution is allocated either competitively or proportionally according to jurisdiction population.

The HUD-DOT-EPA Interagency Partnership for Sustainable Communities periodically offers funding opportunities. Previous programs have included Urban Circulator grants, TIGER grants, and Sustainable Communities Planning grants.

STATE PROGRAMS

There are a number of statewide funding sources and regionally administered funds.

Active Transportation Program

The Active Transportation Program was created by SB 99 / Assembly Bill 101 to encourage increased use of active modes of transportation such as biking and walking. The program consolidates five existing state funded programs: Transportation Alternatives Program, Recreational Trails program, Safe Routes to Schools, Environmental Enhancement and Mitigation Program and the Bicycle Transportation Account. It provides a comprehensive program that improves program planning and flexibility and is more efficient than multiple programs. Another benefit is that funds can be directed to multi-year projects to make greater long-term improvements to active transportation.

The Active Transportation Program mixes state and federal funds and provides approximately \$130 million annually, with a focus on implementing active transportation improvements to support the goals of local SB 375 sustainable community strategies. This program is funded from a combination of federal and state funds

from appropriations in the annual state budget act. Forty percent of the funding will go toward metropolitan planning organizations in urban areas with populations greater than 200,000. Ten percent of the funds go to small urban and rural regions. The remaining funds will go to the California Transportation Commission for statewide projects. The ATP ensures that disadvantaged communities fully share in the benefits of the program by requiring that a minimum of 25% of funds be distributed to disadvantaged communities.

In order to maximize the effectiveness of program funds and to encourage the aggregation of small projects into a comprehensive bundle of projects, the minimum request for statewide Active Transportation Program funds that will be considered is \$250,000. This minimum does not apply to non-infrastructure projects, Safe Routes to Schools projects, and recreational trails projects.

Project types allowed under the ATP include: new bikeways serving major transportation corridors, new bikeways to improve bicycle commuting options, bicycle parking at transit and employment centers, traffic control devices to improve pedestrian and bicycle safety, improving and maintaining safety on existing bikeways, recreational facilities, Safe Routes to School projects, Safe Routes To Transit projects, education programs, and other improvements to bicycle-transit connections and urban environments.

For a project to contribute toward the Safe Routes to School funding requirement, the project must directly increase safety and convenience for public school students to walk and/or bike to school. Safe Routes to Schools infrastructure projects must be located within two miles of a public school or within the vicinity of a public school bus stop. Other than traffic education and enforcement activities, non-infrastructure projects do not have a location restriction.

Highway Safety Improvement Program

Caltrans administers the Highway Safety Improvement Program (HSIP) specified as part of the FAST Act. This program uses cost-benefit ratios as a primary factor in the awarding of applications. Because the program focuses on roadway safety, projects with documented collision history – through frequency of collision but particularly collision severity – are typically ranked higher. Roadways with documented bicycle and pedestrian collision history may be well qualified for HSIP applications, particularly since many of the proposed projects would improve bicyclist and pedestrian safety at a lower cost than many of the highway projects also eligible under this funding source.

While this funding source is often used for major roadway improvement projects, installation of traffic signals, and most other cost-intensive projects, funding has routinely been awarded to bicycle and pedestrian projects. Successful projects have included:

- Median refuges and curb extensions
- Curb, gutter, and sidewalk
- Paved shoulders
- Upgraded traffic signals with pedestrian countdown signals and pedestrian-scale lighting
- Bicycle lane striping
- Crosswalk striping
- In-pavement flashers and rectangular rapid flashing beacons (RRFB) at crossings

Many of these projects were applied for as standalone bicycle and pedestrian improvement projects; some bicycle and pedestrian improvements were included with a broader package of roadway improvement projects.

More information is available online at <http://www.dot.ca.gov/hq/LocalPrograms/hsip.htm>.

Other Statewide Funding Programs

Caltrans Transportation Planning Grants are available to jurisdictions and can be used for planning or feasibility studies. The Division will award approximately \$9.8 million in funding through two grant programs for Fiscal Year 2016-17. The maximum funding available per project is \$500,000.

Limited amounts (2%) from the Local Transportation Fund (LTF), which is part of the Transportation Development Act (TDA) and derived from a ¼ cent of the general sales tax collected statewide, can be used for bicycle and pedestrian facilities. Article 3 funds for planning and construction of pedestrian and bicycle facilities are administered locally through Fresno COG and are allocated to member agencies based on population and taxable sales.

The California State Parks administers the state's Recreational Trails Program (RTP). The RTP provides funds annually for recreational trails and trails-related projects. Cities are eligible applicants for the annual funding (\$8.4 million in 2015). The program requires an applicant match of 12 percent of the total project cost.

The National Park Service and California State Parks administer the Land and Water Conservation Fund (LWCF). The LWCF Program provides matching grants to states and local governments for the acquisition and development of public outdoor recreation areas and facilities. Grants require a 50 percent local match.

The Affordable Housing and Sustainable Communities (AHSC) Program is administered by the Strategic Growth Council. AHSC funds can be used for projects which demonstrate VMT reduction through fewer or shorter vehicle trips or mode shift to transit use, bicycling or walking within areas lacking high quality transit, with an emphasis on providing disadvantaged community benefits. The project area must be served by at least one transit stop. More information is available at https://www.sgc.ca.gov/s_ahscprogram.php.

The Office of Traffic Safety provides grants for safety outreach to schools and community groups. More information is available at <http://ots.ca.gov/Grants/>.

Regional Surface Transportation Program (RSTP)

The Surface Transportation Program (STP) block grant provides MAP-21 and FAST funding for transportation projects, including pedestrian and bicycle projects (see above discussion about federal programs for details). This program is administered by Fresno COG, which can prioritize projects for RSTP funding.

Fresno COG RSTP program information: <http://www.fresnocog.org/regional-surface-transportation-program>.

FRESNO COUNTY TRANSPORTATION AUTHORITY (FCTA) MEASURE C

Measure C is a half-cent sales tax aimed at improving the overall quality of Fresno County's transportation system. The Local Transportation Program can be used on pedestrian and bicycle facilities and trails. Funding may also be used for maintenance, with certain conditions. Funding is allocated to cities and the county based on population.

SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT (SJVAPCD) BIKEWAY INCENTIVE PROGRAM

SJVAPCD provides funds to increase commuter bicycle accessibility and utilization as an alternative transportation measure. Funds may be used for Class I, II, or III bikeways in amounts up to \$150,000 (depending on bikeway type).

More information is available online: <http://valleyair.org/grants/bikepaths.htm>.

APPENDIX F: CITY RESOLUTION ADOPTING THE PLAN

RESOLUTION NO. 2018 –28 R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA APPROVING THE SELMA TRANSPORTATION PLAN

WHEREAS, the Selma Active Transportation Plan complies with the California Transportation Commission 2017 Active Transportation Program Guidelines; and

WHEREAS, the Selma Active Transportation Plan is in compliance with the 2014 Fresno Council of Governments Regional Transportation Plan and Sustainable Communities Strategy; and

WHEREAS, the Selma Active Transportation Plan is an implementation tool to the Selma General Plan Circulation Element; and

WHEREAS, the Selma Active Transportation Plan promotes walking and biking for transportation and recreation by all members of the community by creating a connected and complete network of trails, walkways, and bikeways that provides safe, convenient, and enjoyable connections to key destinations and neighborhoods in Selma; and

WHEREAS, the Selma Active Transportation Plan promotes pedestrian and bicyclist safety and collision reduction; and

WHEREAS, the Selma Active Transportation Plan will improve the accessibility of funding for pedestrian and bicycle related-related improvements in Selma; and

WHEREAS, approval of the Selma Active Transportation Plan meets eligibility requirements for Active Transportation Program funding.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Selma hereby approves the Selma Active Transportation Plan.

I, Reyna Rivera, City Clerk of the City of Selma, do hereby certify that the foregoing Resolution was duly approved at a regular meeting of the City Council of the City of Selma on the 2nd day of April, 2018, by the following vote, to wit:

AYES:	5	COUNCIL MEMBERS:	Montijo, Derr, Franco, Robertson, Avalos
NOES:	0	COUNCIL MEMBERS:	None
ABSTAIN:	0	COUNCIL MEMBERS:	None
ABSENT:	0	COUNCIL MEMBERS:	None

Attest:


 Reyna Rivera
 City Clerk



 Jim Avalos
 Mayor of the City of Selma

FIGURE 4-4

PLANNED SIDEWALKS & TRAILS

