

**CITY OF SELMA  
WORKSHOP/PRE-COUNCIL MEETING  
October 20, 2014**

The Workshop/pre-Council meeting of the Selma City Council was called to order at 5:02 p.m. in the Council chambers. Council members answering roll call were: Avalos, Robertson, and Mayor Pro Tem Rodriguez. Council member Derr arrived at 5:15 p.m.

Also present were City Manager Grey, City Attorney Costanzo, Financial Consultant Yribarren, and interested citizens.

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

**ORAL COMMUNICATIONS:** Mr. Matt Peters, Selma Fire Fighters Association President, stepped forward and provided a copy of the City's reconsideration request from PERB was denied and stated that Council consider the request of the Association for the various items be effective July 1.

**EXECUTIVE SESSION:** Mayor Pro Tem Rodriguez recessed the meeting into Executive Session at 5:06 p.m., to discuss Labor Negotiations regarding the Selma Fire Fighters Association IAFF Local 3716.

The meeting reconvened at 5:39 p.m., with City Attorney Costanzo stating that Council unanimously approved the Memorandum of Understanding between the City of Selma and the Selma Fire Fighters Association.

**RECESS:** Mayor Pro Tem Rodriguez then recessed the meeting at 5:41 p.m. The meeting reconvened at 5:45 p.m.

**SPECIAL PRESENTATION:** Fire Chief Kain provided Council with a brief overview of Fire Recovery USA, LLC, and discussed the current fees. He then introduced Mr. Mike Rivera of Fire Recovery who further discussed the background of their company.

**ADJOURNMENT:** There being no further business, the meeting adjourned at 5:53 p.m.

Respectfully submitted,

Reyna Rivera  
City Clerk

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George Rodriguez  
Mayor Pro Tem of the City of Selma

**OF SELMA  
REGULAR COUNCIL MEETING  
October 20, 2014**

The regular meeting of the Selma City Council was called to order at 6:01 p.m. Council members answering roll call were: Avalos, Derr, Robertson, and Mayor Pro Tem Rodriguez.

Also present were City Manager Grey, City Attorney Costanzo, Community Services Director Kirchner, Financial Consultant Yribarren, Fire Chief Kain, Police Chief Garner, and interested citizens.

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

**INVOCATION:** Pasto Franco Atkinson led the Invocation.

**SPECIAL PRESENTATIONS:** Mayor Pro Tem Rodriguez presented a plaque recognizing Ken Grey for his service as Mayor from 2010-2014. He was then thanked by all Council.

Council member Robertson presented certificates to Selma Youth recognizing them for their hard work and efforts to graduate from the 2014 Devil Pups Youth Program for America Encampment. Colonel Raymond Blum also stepped forward to provide background information on the program.

Council member Derr presented a Beautification Award to Les Schwab. A Beautification Award was given to Dr. Shetty's office for the recent mural, but he was unable to attend the meeting.

Police Chief Garner introduced Police Officer/Chaplain Lance Pearce who administers the Department's Chaplain Program. Police Officer Pearce stepped forward to discuss the program and introduced the newest Police Department Chaplains: Alfred Garnica, Loren Mann, and Shannon Schwamb.

Sergeant Gilbert Cantu stepped forward to introduce the newest Police Department's Volunteers in Policing: Ruben Castaneda, Polo Varela, Lupe Hernandez, and Maria Jaramillo.

**ORAL COMMUNICATIONS:** Mr. Jeff Shepherd, representing the Selma Rotary Club stepped forward to request that Council consider the approval of permits and associated fees be waived for the upcoming Selma Band Festival Parade.

**ADDITIONS TO AGENDA:** City Attorney Costanzo advised Council that the matter is being raised after the agenda had been posted and that the matter required immediate attention since the parade was this weekend; therefore it would be appropriate for Council to add to the agenda the fee waiver and approval of permits associated with the Annual Selma Band Festival Parade.



Motion to add to the Consent Agenda as item 1.f., Consideration and necessary action of Fee Waivers and Permit Approval for the Selma Rotary's Band Festival Parade was made by Council member Derr and seconded by Council member Robertson. Motion carried with the following vote:

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

City Attorney Costanzo also reported that as a result of Executive Session, Council had approved the Memorandum of Understanding between the City of Selma and the Selma Fire Fighters Association, so it would now be necessary to add the item to the agenda.

Motion to add to as item 1.1., Consideration and necessary action on Resolution of the City Council of the City of Selma approving a memorandum of understanding (MOU) by an between the City of Selma and the International Association of Firefighters Local 3716 and directing its execution was made by Mayor Pro Tem Rodriguez and seconded by Council member Derr. Motion carried with the following vote:

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

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

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

- a. Minutes of the October 6, 2014 workshop/pre-Council meeting approved by standard motion.
- b. Minutes of the October 6, 2014 regular meeting approved by standard motion.
- c. Approval of the Ninth (9<sup>th</sup>) amendment to the Fresno Council of Governments Joint Powers Agreement. Amendment approved by standard motion.
- d. Pulled for separate discussion.

- e. Pulled for separate discussion.
- f. Selma Rotary Band Festival Parade permit and Fee Waiver approved by standard motion.

**AGENDA ITEM 1.d. CONSIDERATION AND NECESSARY ACTION ON RESOLUTION AWARDED DEMOLITION BID FOR THE WOMEN'S CLUB HOUSE AND LINCOLN PARK RESTROOM:** After discussion, motion to approve RESOLUTION NO. 2014-49R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA AWARDED CONTRACT FOR DEMOLITION OF WOMEN'S CLUB HOUSE AND RESTROOMS IN LINCOLN PARK was made Council member Robertson and seconded by Council member Derr. Motion then carried with the following vote:

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

**AGENDA ITEM 1.e. CONSIDERATION AND NECESSARY ACTION ON CHECK REGISTER DATED OCTOBER 14, 2014:** After discussion, motion to approve Check Register dated October 14, 2014 was made by Council member Robertson and seconded by Council member Avalos. Motion then carried with the following vote:

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

**CONSIDERATION AND NECESSARY ACTION ON RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BY AND BETWEEN THE CITY OF SELMA AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 3716 AND DIRECTING ITS EXECUTION:** City Attorney Costanzo discussed the Resolution and the Memorandum of Understanding for Council.

Mr. Matt Peters, Selma Fire Fighters Association President, stepped forward to request that Council reconsider the retro to July 1 for the various items in the MOU.

After much discussion, motion to approve RESOLUTION NO. 2014 – 50R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BY AND BETWEEN THE CITY OF SELMA AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 3716 AND DIRECTING ITS EXECUTION effective October 18, 2014, was

made by Council member Robertson and seconded by Mayor Pro Tem Rodriguez. Motion carried with the following vote:

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

**CONSIDERATION AND NECESSARY ACTION ON ON ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SELMA AMENDING SECTION 1 OF CHAPTER 7 OF TITLE II (2-7-2) ENTITLED TRAFFIC AND STREET COMMISSION – public hearing and adoption:**

City Manager Grey explained the background of the amendment for Council. Mayor Pro Tem Rodriguez opened the public hearing portion of the meeting at 6:44 p.m. There being no one to speak for or against the issue, the public hearing portion of the meeting closed at 6:45 p.m.

After discussion, motion to adopt ORDINANCE NO. 2014 – 9, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SELMA AMENDING SECTION 1 OF CHAPTER 7 OF TITLE II (2-7-2) ENTITLED TRAFFIC AND STREET COMMISSION was made by Council member Avalos and seconded by Council member Derr. Motion carried with the following vote:

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

**CONSIDERATION AND NECESSARY ACTION ON ORDINANCE AMENDING THE 2035 GENERAL PLAN USE DESIGNATION, ZONING, AND MCCALL SPECIFIC PLAN ON 2828 MCCALL AVENUE, SELMA (APNS: 358-061-15 & 358-061-16) – public hearing and adoption:** City Manager Grey reported on the amendment to Council. Mayor Pro Tem Rodriguez opened the discussion for public comment at 6:48 p.m.

Ms. Alexandra Hoyn, 1059 Evergreen, stepped forward to speak in favor of the proposed project.

There being, no further public comment, Mayor Pro Tem Rodriguez closed the public hearing at 6:45 p.m., and referred the matter back to Council.

After discussion, motion to ADOPT ORDINANCE NO. 2014 – 10, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SELMA AMENDING THE 2035 GENERAL PLAN USE DESIGNATION, ZONING, AND MCCALL SPECIFIC PLAN ON 2828 MCCALL AVENUE, SELMA (APNS: 358-061-15 & 358-061-16) was made by Council member Derr and seconded by Council member Robertson. Motion carried with the following vote:

AYES: Derr, Robertson, Avalos, Rodriguez

NOES: None

ABSTAIN: None

ABSENT: None

**CONSIDERATION AND NECESSARY ACTION ON ORDINANCE AMENDING SECTION 4 OF CHAPTER 4 OF TITLE XII OF THE SELMA MUNICIPAL CODE ENTITLED GROUNDWATER OVERDRAFT MITIGATION FEES –public hearing**

**and adoption:** City Attorney Costanzo reviewed the amendment for Council. Mayor Pro Tem Rodriguez then opened the public hearing portion of the meeting at 6:51 p.m. There being no one to speak for or against the amendment, the public hearing portion of the meeting was closed at 6:52 p.m.

After discussion, motion to ADOPT ORDINANCE NO. 2014 – 11, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SELMA AMENDING ORDINANCE AMENDING SECTION 4 OF CHAPTER 4 OF TITLE XII OF THE SELMA MUNICIPAL CODE ENTITLED GROUNDWATER OVERDRAFT MITIGATION FEES was made by Council member Avalos and seconded by Council member Robertson. Motion carried with the following vote:

AYES: Avalos, Robertson, Derr Rodriguez

NOES: None

ABSTAIN: None

ABSENT: None

**CONSIDERATION AND NECESSARY ACTION REGARDING GATEWAY SIGNS BY COMMUNITY ELECTRONIC INFORMATION SIGNAGE (C.E.I.S.):** City Manager Grey discussed for Council the proposed reader board project, and possible locations for the signage.

Mr. Robert Allen, inquired on the Leadership Alumni who are currently fundraising to improve the current Selma signs.

Ms. Yvette Montijo stepped forward to request that Council keep the proposed signage aesthetically pleasing.

Police Chief Garner stepped forward as a member of the Leadership Alumni and provided background information on what his committee had already researched.

Mayor Pro Tem Rodriguez provided and discussed an example of another city's entryway sign.

After much discussion, Council member Avalos made the motion to approve moving forward with the project, and come back to Council with proposals. The motion was seconded by Council member Derr, and carried with the following vote:

AYES: Avalos, Derr, Robertson, Rodriguez

NOES: None

ABSTAIN: None

ABSENT: None

**CONSIDERATION AND NECESSARY DISCUSSION ON PARK RESTROOMS:**

City Manager Grey discussed the need to alter the current park restrooms at Shafer Park due to the continued vandalism issues. He also stated that staff is in the process of preparing the bid packet for a proposed restoration of the park restroom.

After much discussion from Council regarding timelines, details of fixtures, engineers estimate and funding source, it was the consensus of Council to direct City Manager Grey to move forward on the restoration concept for the restrooms limiting the vandalism issues.

**DEPARTMENTAL REPORTS:** City Manager Grey presented Council with the recent Arts Center Award.

Police Chief Garner providing Council with results on a recent suppression detail, and stated that it was a very successful operation.

**COUNCIL REPORTS:** Council member Avalos reported on attending the Fresno Fair, and thanked the volunteers for the Selma exhibit at the Fair.

Council member Derr reminded everyone about The Crucible at the Arts Center.

Council member Robertson announced that the Second Chance Animal Shelter was just awarded a \$1500 grant from Bank of the Sierra.

Mayor Pro Tem Rodriguez reminded everyone on the upcoming election.

**ORAL COMMUNICATIONS:** Ms. Rose Robertson, stepped forward to thank everyone for their support on the recent Tejano concert at the Arts Center.

**ADJOURNMENT:** There being no further business, the meeting was adjourned at 7:35 p.m.

Respectfully submitted,

Reyna Rivera  
City Clerk

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George Rodriguez  
Mayor Pro Tem of the City of Selma

**CITY MANAGER'S REPORT  
COUNCIL MEETING DATE**

November 3, 2014

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**ITEM NO:**

1-c.

**SUBJECT:**

Authorization for City Manager to File Application/Execute Program for San Joaquin Valley Air Pollution Control District (SJVAPCD) Public Benefit New Alternative Fuel Vehicle/Motorcycle Purchase Program Grant

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**BACKGROUND:**

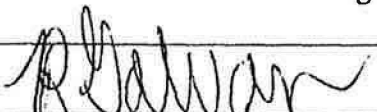
The City of Selma has been evaluating various alternative fuel vehicles that can be purchased to reduce the level of air pollution, which is at serious levels in the Central Valley. The City of Selma Public Works Department has identified the need to replace some of their trucks which are well beyond the useful life and require frequent maintenance expense. The San Joaquin Valley Air Pollution Control District (SJVAPCD) has a Public Benefit New Alternative Fuel Vehicle Purchase Program which provides up to \$20,000 per vehicle for public agencies up to \$100,000 per calendar year. The vehicles/motorcycles purchased must be on the Air District list or approved by them. The grant will allow the City to purchase vehicles/motorcycles that produce less harmful emissions to the environment. This will allow the Public Works Department to purchase a CNG Ford F-250 XL that will replace one of the outdated trucks. The truck it will replace was purchased in 1997.

The wait time for funding can be from eighteen to twenty-four months so the match will be included in the 2015-16 budget.



<b><u>COST:</u></b> (Enter cost of item to be purchased)		<b><u>BUDGET IMPACT:</u></b> (Enter amount this non-budgeted item will impact this years' budget in box below – if budgeted, enter NONE).
The cost is \$46,620.00 for 1 truck.		\$26,620 will be budgeted in 2015-16 Public Works budget.
<b><u>FUNDING:</u></b> (Enter the funding source for this item in box below – if fund exists, enter the balance in the fund).		<b><u>ON-GOING COST:</u></b> (Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE).
Grant proposal is \$20,000 towards one truck. Public Works to budget \$26,620 in 2015-16 budget. There is also a potential \$1,500 rebate from State.		There will be normal maintenance costs that are budgeted in the annual City budget.

**RECOMMENDATION:** Approve the attached resolution to authorize City Manager/Staff to apply for the grant and execute the agreement when funded.

  
 Roseann Galvan, Administrative Analyst

10/22/2014

Date

  
 Steven Yribarren, Financial Consultant

10/31/14

Date

  
 Kenneth Grey, City Manager

10/31/2014

Date

We \_\_\_\_\_ and \_\_\_\_\_  
 Kenneth Grey, City Manager Steven Y. Yribarren, Financial Consultant

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

**RESOLUTION NO. 2014 - R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA  
AUTHORIZING CITY MANAGER TO SUBMIT APPLICATION/IMPLEMENT PROJECT FOR  
SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT (SJVAPCD) PUBLIC  
BENEFIT NEW ALTERNATIVE FUEL VEHICLE PURCHASE PROGRAM GRANT**

WHEREAS, THE City of Selma desires to purchase alternative-fuel vehicles/motorcycles that will help the environment;

NOW, THEREFORE, BE IT RESOLVED that the City Manager of the City of Selma is authorized, on its behalf to submit the proposal to SJVAPCD and is authorized to execute the program on behalf of Selma City Council; and

IT IS AGREED the City of Selma will commit to a three (3) year contract period where they agree to all grant requirements and will sign a contract agreeing to the project milestones and completion deadlines prior to funding.

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

The foregoing resolution was duly adopted by the Selma City Council at a regular meeting held on the 3rd day of November 2014 by the following vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

\_\_\_\_\_  
George Rodriguez  
Mayor Pro Tem of the City of Selma

Attest:

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

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

November 3, 2014

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**ITEM NO:** 1.d.

**SUBJECT:** Consider recommendation to approve submitted bid from Castellanos Services, Inc. for the Landscape Services at Pioneer Village and authorize the City Manager so sign contract agreement.

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**DISCUSSION:** Staff was directed to go out to bid for Landscape Services at Pioneer Village. Presently the City of Selma Public Works Crew handles these services.

Through the City Manager, the Pioneer Village Advisory Commission was informed that the charges for the Landscape Services would begin to be charged for the time Public Works is at Pioneer Village. The hourly rate for the City of Selma Public Works employee is \$74.48 per hour, therefore, by contracting out the services, the cost to provide the Landscape Services, mowing, edging, trimming and other minor work, would be a savings to the Pioneer Village Enterprise by contracting out.

Two bids were received at the October 23, 2014 bid opening:

Castellanos Services, Inc.	\$30,000.00
AROD Landscaping	\$33,648.00

All of the bids received for this project were individually reviewed by staff after the bid opening took place. Funding for this project will come directly from the Pioneer Village Enterprise Fund. The proposed project will consist of mowing, edging, trimming of trees, leaf removal, sprinkler head repair and watering and weeding control and removal.

Staff is recommending Castellanos Services, Inc. for this project.

In addition to approving Castellanos Services, Inc., staff is requesting approval to authorize the City Manager as the Authorized Representative to sign the attached agreement between the City of Selma and Castellanos Services, Inc.

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<b><u>COST:</u></b> <i>(Enter cost of item to be purchased)</i>		<b><u>BUDGET IMPACT:</u></b> <i>(Enter amount this non-budgeted item will impact this years' budget – if budgeted, enter NONE).</i>
\$30,000.00		N/A
<b><u>FUNDING:</u></b> <i>(Enter the funding source for this item – if fund exists, enter the balance in the fund).</i>		<b><u>ON-GOING COST:</u></b> <i>(Enter the amount that will need to be budgeted each year – if one-time cost, enter NONE).</i>
Pioneer Village Enterprise Account		None.


**RECOMMENDATION:** Consider recommendation to approve submitted bid from Castellanos Services, Inc. for the Landscape Services at Pioneer Village and authorize the City Manager so sign contract agreement.

  
Mikal Kirchner, Recreation Director

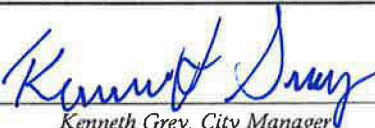
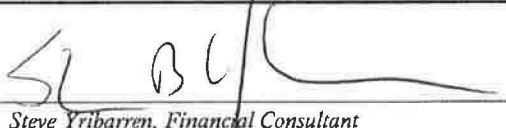
10/28/14  
Date

  
Steve Yribarren, Financial Consultant

10/29/14  
Date

  
Kenneth Grey, City Manager

10/31/2014  
Date

We  and   
Kenneth Grey, City Manager Steve Yribarren, Financial Consultant

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

**Public Works hours at Pioneer Village**

<b>01/01/2014 to 10/29/2014</b>											<b>Total Of Hours</b>
<b>Act Descrip</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	
Cleaning (outside)	17.5	13.5	20.5	24	2.5	10	19	40	42.5	4	<b>193.5</b>
Electrical work			7.5					4.5			<b>12</b>
Flags/Banners/Decor/etc.									2		<b>2</b>
Grading									5		<b>5</b>
Hauling/Loading				5.5				4	3	0.5	<b>13</b>
Leaf Pick-up	8.5										<b>8.5</b>
Meetings										1	<b>1</b>
Mowing/Renovating	5	2.5	13	15.5	8.5	12.5	22	16	15.5	6.5	<b>117</b>
Painting			20								<b>20</b>
Pruning			4				1	7			<b>12</b>
Removal					1.5	0.5	2			2	<b>6</b>
Repairing	5.5		10.5	6	30.5	8	8	5	14	1	<b>88.5</b>
<b>TOTAL</b>	<b>36.5</b>	<b>16</b>	<b>75.5</b>	<b>51</b>	<b>43</b>	<b>31</b>	<b>52</b>	<b>76.5</b>	<b>82</b>	<b>15</b>	<b>478.5</b>

## PUBLIC WORKS WEEKLY REPORT FOR 10/19/14 TO 10/25/14

## DAILY JOBS REPORT

Act Descrip	All Parks	Basin	LLMD #1	LLMD #2	LLMD #4	LLMD #5	LLMD #8	LLMD #11	City Hall	Home	Islands	Peter Ringo	Mark's Pond	Brentlinger Pk	Shafer Park	Police Dept	Pump Stations	Corp Yard	Fire Dept	Berry Pk	Pioneer Village	Salazar	Senior Center	Other	Medians	Pocket Park	Sidewalks	Signs	St Lights	Downtown	Lincoln Pk	Private Lots	Signals	Streets	Total Of Hours
Animal/Rodent/Pest Cont																								1											1
Asphalt Work																																		9	9
Cleaning (outside)	21.5		1	1.5	1	1	1.5	0.5			48.5			11	24.5			10		4		1.5			6.5	5			15.5	9					164
Concrete Work																																		1	1
Custodial Work	1.5								4.5							5		2					7												20
Electrical work																													0.5						0.5
Flags/Banners/Decor/etc.																	0.5							2					16					54.5	73
Graffiti												0.75		0.5	0.25	0.5							0.5				1				1	1			5.5
Hauling/Loading															4.25			1.5											7.25						13
Mechanical																	1.5																		1.5
Meetings									5														4												9
Mowing/Renovating		1	4.5	1.5	1	1	2		0.5		7.5	1	1	8.5	8.5	0.5	1	1	0.5	3	2	1		1.5		0.5			1.5	2.5					53
New Construction											2																								2
Plumbing									1																										1
Removal																											1								1
Repairing				3.5							4				4	3.5						1.5					1		3				2		22.5
Sick Leave										12.5																									12.5
Supervision																		6																	6
Survey															1												4		1						6
Sweeping																																		38.5	38.5
Vacation Leave											12																								12
<b>TOTAL</b>	<b>23</b>	<b>1</b>	<b>5.5</b>	<b>6.5</b>	<b>2</b>	<b>2</b>	<b>3.5</b>	<b>0.5</b>	<b>11</b>	<b>24.5</b>	<b>62</b>	<b>1.75</b>	<b>1</b>	<b>20</b>	<b>42.5</b>	<b>9</b>	<b>1.5</b>	<b>22.5</b>	<b>0.5</b>	<b>7</b>	<b>2</b>	<b>4</b>	<b>7</b>	<b>9</b>	<b>6.5</b>	<b>0.5</b>	<b>9</b>	<b>3</b>	<b>1</b>	<b>43.8</b>	<b>11.5</b>	<b>1</b>	<b>1</b>	<b>105</b>	<b>452</b>

## LLMD WEEKLY REPORT

Job Date	LLMD #1	LLMD #2	LLMD #4	LLMD #5	LLMD #8	LLMD #11	Total Of Hours
10/21/2014	2	4	2				8
10/22/2014		2.5			1		3.5
10/23/2014	2.5			2	2.5		7
10/24/2014	1					0.5	1.5
<b>TOTAL</b>	<b>5.5</b>	<b>6.5</b>	<b>2</b>	<b>2</b>	<b>3.5</b>	<b>0.5</b>	<b>20</b>

## WORK ORDER REQUESTS REPORT

Request Date	Administration	Business	Citizen	Code Enforcement	Community Development	Community Service	Finance	PD	Public Works	Rotary	TOTALS
10/20/2014			4		1	2	1	1			9
10/21/2014	1		1						1		3
10/22/2014	2		2					1		1	6
10/23/2014		1	3	1				2			7
10/24/2014	3					1		1			5
<b>TOTAL</b>	<b>6</b>	<b>1</b>	<b>10</b>	<b>1</b>	<b>1</b>	<b>3</b>	<b>1</b>	<b>5</b>	<b>1</b>	<b>1</b>	<b>30</b>



PUBLIC WORKS WEEKLY REPORT FOR 10/12/14 TO 10/18/14

DAILY JOBS REPORT																																	
Act Descrip	All Parks	LLMD #1	LLMD #2	LLMD #4	LLMD #5	LLMD #6	LLMD #7	LLMD #8	City Hall	Home	Alleys	Islands	Peter Ringo	Brentlinger Pk	Shafer Park	Police Dept	Pump Stations	Corp Yard	Nebraska Pond	Fire Dept	Berry Pk	Pioneer Village	Senior Center	Other	Pocket Park	Sidewalks	St Lights	Downtown	Lincoln Pk	Private Lots	Streets	Total Of Hours	
Asphalt Work																															2.5	2.5	
Cleaning	21		1.5		1.5	12.5		22.5	0.75		9	23	11						17.5						0.75		1	12.5					134.5
Concrete Work																										52.5						52.5	
Custodial Work	1.5								7							4		2					6.5									21	
Electrical work															1																	1	
Flags/Banners/ Decor/etc.									2																			0.5				2.5	
Grading															4.5																	4.5	
Graffiti													1.5		1						0.5							1		3		7	
Mowing/Landscaping									11						13							0.5						1.5	1			27	
Mechanical																		2.5														2.5	
Meetings									5.5																							5.5	
Mowing/Renovating			1				1	1	1.5			2					0.5	1					1.5	0.5								10	
Plumbing																5																5	
Repairing			2.5						2.5			2.5	2		1.5	1		1.5		1							3				1	18.5	
Sick Leave										52.5																						52.5	
Spraying		0.5	2	1	1							2		1																		7.5	
Supervision																		8														8	
Survey															1											4						5	
Sweeping																															33	33	
TOTAL	22.5	0.5	7	1	2.5	12.5	1	23.5	30.25	52.5	9	29.5	14.5	1	22	10	0.5	15	17.5	1	0.5	0.5	6.5	1.5	1.25	56.5	4	15.5	1	3	36.5	400	

LLMD WEEKLY REPORT								
Job Date	LLMD #1	LLMD #2	LLMD #4	LLMD #5	LLMD #6	LLMD #7	LLMD #8	Total Of Hours
10/13/2014				1.5	12.5		2.5	16.5
10/14/2014	0.5	1	1				7.5	10
10/15/2014		3		1			13.5	17.5
10/16/2014		3				1		4
TOTAL	0.5	7	1	2.5	12.5	1	23.5	48

WORK ORDER REQUESTS REPORT											
Request Date	Administration	Business	Citizen	Community Development	Community Service	Engineering	Fire	IT	PD	Public Works	TOTAL
10/13/2014	1		2			1		1	3		8
10/14/2014			1						1	1	3
10/15/2014		2									2
10/16/2014	1	1	1	1	1		1				6
10/17/2014	1		1					1			3
TOTAL	3	3	5	1	1	1	1	2	4	1	22



**PUBLIC WORKS WEEKLY REPORT FOR 10/05/14 TO 10/11/14**
**DAILY JOBS REPORT**

Act Descrip	All Parks	Basin	LLMD #1	LLMD #2	LLMD #3	LLMD #4	LLMD #7	LLMD #8	LLMD #11	City Hall	Home	Alleys	Islands	Peter Ringo	Mark's Pond	Brentlinger Pk	Shafer Park	City Hall Annex	Police Dept	Corp Yard	Nebraska Pond	Berry Pk	Pioneer Village	Salazar	Senior Center	Other	Art Center	Pocket Park	Sidewalks	Downtown	Lincoln Pk	Streets	Total Of Hours	
Bereavement											8																						8	
Cleaning (outside)	16		2	6.5		1		9	2	1.5		40	4.5	5.5		9	14			3		4	4	5				0.5		34.5	6		168	
Custodial Work	2									4									4	2					7.5								19.5	
Electrical work										1								1															2	
Flags/Banners/Decor/etc.										4																							4	
Graffiti										0.33				0.33			0.34															1	2	
Hauling/Loading										3.5		1					2.5			1						0.5				1			9.5	
Landscaping																														3		3		
Meetings										12.5													1				1						14.5	
Mowing/Renovating		0.5	1.5			1				1			3.5	4.5	0.5	7	10				1.5	3	4.5	1		1				1.5	2		44	
New Construction																	9																9	
Plumbing																0.5																	0.5	
Pruning																4																	4	
Repairing	1							4					6.5	0.5			1.5	2					0.5							1			17	
Sick Leave											27																						27	
Spraying			5	1.5	1.5		0.5																							0.5			9	
Supervision																				9													9	
Survey																													2				2	
Sweeping																																38	38	
Vacation Leave											2																							2
TOTAL	19	0.5	8.5	8	1.5	2	0.5	13	2	27.8	37	41	14.5	10.8	0.5	20.5	37.3	3	4	15	1.5	7	10	6	7.5	1.5	1	0.5	2	41.5	8	39	392	

**LLMD WEEKLY REPORT**

Job Date	LLMD #1	LLMD #2	LLMD #3	LLMD #4	LLMD #7	LLMD #8	LLMD #11	Total Of Hours
10/7/2014		8	1.5		0.5	11	2	23
10/8/2014	5					2		7
10/9/2014	3.5			2				5.5
<b>TOTAL</b>	<b>8.5</b>	<b>8</b>	<b>1.5</b>	<b>2</b>	<b>0.5</b>	<b>13</b>	<b>2</b>	<b>35.5</b>

**WORK ORDER REQUESTS REPORT**

Request Date	Administration	Business	Citizen	Code Enforcement	Engineering	Finance	IT	PD	Public Works	SKF	TOTAL
10/6/2014	5	1				1			1		8
10/7/2014	2	1									3
10/8/2014	1		1			1		1	1	1	6
10/9/2014			2					1	4		7
10/10/2014				1	1	1	1		1		5
<b>TOTAL</b>	<b>8</b>	<b>2</b>	<b>3</b>	<b>1</b>	<b>1</b>	<b>3</b>	<b>1</b>	<b>2</b>	<b>7</b>	<b>1</b>	<b>29</b>

**PUBLIC WORKS WEEKLY REPORT FOR 09/28/14 TO 10/04/14**
**DAILY JOBS REPORT**

Act Descrip	LLMD #1	All Parks	LLMD #2	LLMD #4	LLMD #5	LLMD #7	LLMD #8	LLMD #11	City Hall	Home	Alleys	Islands	Peter Ringo	Mark's Pond	Brentlinger Pk	Shafer Park	City Hall Annex	Police Dept	Corp Yard	Fire Dept	Berry Pk	Drain Inlet	Salazar	Senior Center	Other	Sidewalks	Downtown	Lincoln Pk	Streets	Total Of Hours
Cleaning (outside)	2	26.5	24		4	3	7.5				40.5	4			1.5	6	0.5		5.5			0.5				2	15	1		144
Custodial Work		3							6									3.5	1.5					6.5						20.5
Electrical work									2							1.5											1.5			5
Flags/Banners/Decor/etc.																													1	1
Graffiti													0.5																	0.5
Hauling/Loading									10		2.5					3	1.5								2	7.25				26.3
Landscaping				1																										1
Meetings									9										3									1		13
Mowing/Renovating	2.5		2			0.5						2			5	10		0.5		0.5	1.5							2.5		27
Plumbing															2															2
Removal																	4.5									39.8				44.3
Renovating				1																										1
Repairing	2		2.5			1	1	1	2.5			4.5				7			6				1			1				29.5
Sick Leave										30																				30
Spraying			1.5									4.5		1																7
Supervision																			5											5
Survey											1															2			1	4
Sweeping																													25	25
Vacation Leave										14.5																				14.5
TOTAL	6.5	29.5	30	2	4	4.5	8.5	1	29.5	44.5	44	15	0.5	1	8.5	27.5	6.5	4	21	0.5	1.5	0.5	1	6.5	2	52	16.5	4.5	27	400

**LLMD WEEKLY REPORT**

Job Date	LLMD #1	LLMD #2	LLMD #4	LLMD #5	LLMD #7	LLMD #8	LLMD #11	Total Of Hours
9/29/2014	2				1	1	1	5
9/30/2014		1.5		4		7.5		13
10/1/2014		9.5	2					11.5
10/2/2014	4.5	19			3.5			27
<b>TOTAL</b>	<b>6.5</b>	<b>30</b>	<b>2</b>	<b>4</b>	<b>4.5</b>	<b>8.5</b>	<b>1</b>	<b>56.5</b>

**WORK ORDER REQUESTS REPORT**

Request Date	Administration	Business	Citizen	Code Enforcement	Council	Fire	Public Works	TOTAL
9/29/2014	2	1	1		1	1	1	7
9/30/2014	2		3				1	6
10/1/2014			1	2				3
10/2/2014	2	1	1					4
10/3/2014	3							3
<b>TOTAL</b>	<b>9</b>	<b>2</b>	<b>6</b>	<b>2</b>	<b>1</b>	<b>1</b>	<b>2</b>	<b>23</b>

CONTRACTOR AGREEMENT

This agreement is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2014

Between: **CITY OF SELMA**  
 A Municipal Corporation  
 1710 Tucker Street  
 Selma, California 93662  
**(CITY)**

And: Castellanos Services, Inc.  
 13584 S. Chestnut Avenue  
 Selma, CA 93662  
**(Contractor)**

## WITNESSES THAT WHEREAS:

- A. It has been determined to be in the CITY'S best interest to retain the professional services of a Contractor in Landscape Services at Pioneer Village for the City of Selma.
- B. CONTRACTOR is considered competent and qualified to perform the necessary professional services for the CITY.

NOW, THEREFORE, it is mutually agreed by and between CITY and CONTRACTOR as follows:

- 1. CONTRACTOR shall furnish all of the services outlined in the bid packet and the Technical Specifications. Any terms and conditions that conflict with the terms and conditions of this Contractor Agreement shall be subject to and controlled by the provisions of this Contractor Agreement.
- 2. CITY shall compensate CONTRACTOR in the amount and pursuant to the conditions contained in Exhibit "A", which is attached and incorporated by this reference.
- 3. CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other services furnished by CONTRACTOR under this Agreement, except that the CONTRACTOR shall not be responsible for the accuracy of information supplied by the CITY.
- 4. Bodily injury, and property damage coverage of \$300,000 combined single limit, automobile liability insurance with limits of \$300,000; worker's compensation insurance with limits of coverage as prescribed by law, and an Errors and Omissions professional liability policy with a minimum limit coverage of \$300,000. The Errors and Omissions policy must be an occurrence rather than claims made policy. All policies except the worker's compensation and Errors and Omission shall name the City as additional insured on a separate

endorsement. Insurance coverage must be provided by a Best's A rated, class V carrier, admitted in California, and shall be in form satisfactory to the City Attorney. The failure to provide and maintain insurance shall be a material breach of this Agreement.

5. CONTRACTOR hereby indemnifies and holds harmless CITY and its agents, employees, and/or volunteers from any and all liability or claim of liability, including attorney fees, arising by reason of personal injury, death or property damage resulting from CONTRACTOR negligent acts, errors, or omissions in the performance of this Agreement, to the extent that the CONTRACTOR is responsible for such damages and losses on a comparative basis of fault and responsibility between CONTRACTOR and CITY, including its agents, employees, and/or volunteers. The CONTRACTOR is not obligated to indemnify CITY for CITY'S and its agents, employees, and/or volunteers own negligence.
6. All original documents, drawings and other material prepared by CONTRACTOR under this Agreement shall become the exclusive property of the CITY and shall not be used in any manner without prior consent of the CITY. Any reuse of such document, drawing, and other material by the CITY on any project other than covered by the Scope of Services as described as Exhibit "A", shall be at CITY'S sole risk, and without liability of CONTRACTOR.
7. The performance of services under this Agreement by certain professionals is significant to the CITY. CONTRACTOR shall not subcontract any tasks under this Agreement without obtaining advance written approval of the CITY.
8. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY, and any attempt to do so shall render this Agreement null and void.
9. CONTRACTOR shall be compensated for performance of tasks specified in Attachment "B" Landscape Service for Pioneer Village (Technical Specifications) only. No compensation will be provided for tasks performed beyond those enumerated in Attachment "A" without specific written authorization provided by CITY. Such authorization must be provided prior to commencing work beyond the scope of Attachment "B". Under no circumstances will compensation be provided for work that has not received specific written approval prior to its commencement.
10. Either CONTRACTOR or CITY may terminate this Agreement with thirty (30) days advance written notice.
11. This agreement and its Attachments are the entire understanding of the parties, and there are no other terms or conditions, written or oral, controlling this matter. In the event of any conflict between the provisions of this Agreement and any of its Attachments, the provisions of the Agreement shall prevail.
12. This agreement shall be governed by the laws of the State of California.

13. CONTRACTOR is an independent contractor and no agency relationship, either express or implied, is created by the execution of this Agreement.
14. CONTRACTOR is to complete the services as outlined in the scheduling services within the Technical Specifications.
15. Time for Completion. Services shall commence within Fifteen (15) days after the date of issuance of the Notice to Proceed.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**CITY:**

By: City of Selma

\_\_\_\_\_  
Kenneth Grey  
City Manager

Dated: \_\_\_\_\_

**CONTRACTOR:**

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

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

Dated: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Neal Costanzo  
City Attorney

Dated: \_\_\_\_\_

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

November 3, 2014

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**ITEM NO:**

1.e.

**SUBJECT:**

Fig Tree Property Assessed Clean Energy (PACE) Financing

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**BACKGROUND:**

Assembly Bill (AB) 811 was signed into law on July 21, 2008, and AB 474, effective January 1, 2010, amended Chapter 29 of Part 3 of Division 7 of the Streets & Highways Code of the State of California ("Chapter 29") and authorized a legislative body to designate an area within which willing property owners may enter into voluntary contractual assessments to finance the installation of distributed generation of renewable energy resources, energy efficiency measures, and/or water conservation improvements which are permanently fixed to real property. Financing for these improvements has come to be known as PACE financing, or Property Assessed Clean Energy financing.

**DISCUSSION:**

The item before the City Council today is to consider adopting the Fig Tree PACE Financing Program to allow commercial property owners in the City to voluntarily place assessment liens on their property for the purpose of installing renewable energy, energy efficiency, and water conservation improvements. The Figtree PACE Financing Program uses private capital to provide property owners with funding. By enrolling in the Figtree PACE Financing Program the City can offer PACE financing to property owners without impacting the City's budget. The City will not incur any costs and endures no administrative responsibilities. Furthermore, Figtree indemnifies the City to limit its financial exposure and Figtree is responsible for marketing the program to the City's property owners.

The intent of the legislation was to make renewable energy, energy efficiency, water conservation, and electric vehicle charging infrastructure improvements more affordable and promote the installation of those improvements. PACE financing allows residential and commercial property owners to finance 100% of the cost of eligible improvements, such as solar energy systems, Energy Star windows and doors, and high-efficiency air conditioning units, through an assessment on the property that is paid over time through property taxes. Participation in the program is voluntary and only those property owners who wish to participate in the program will pay an assessment. The cities of Clovis, Fresno, Kingsburg, Reedley and Sanger already participate in this program. The City of Selma receives income from business licenses and permits that are secured from installation of improvements, as well as an increased property tax valuation.

**Benefits to property owners include:**

- **Access to funds for property improvements:** In today's economic environment, alternatives for property owners to finance renewable energy, energy efficiency, and water conservation improvements may not be available. Therefore, many property owners do not have options available to them to lower their utility bills.



## Discussion (cont.)

- **Energy and water savings:** Renewable energy, energy efficiency, and water conservation improvements help lower utility bills. In addition, the interest paid may be tax-deductible.
- **Payment obligation is tied to the property:** The debt does not need to be repaid when the property is sold or transferred. The new owner assumes the obligation to repay the remaining balance with the property taxes.
- **Voluntary:** Property owners choose to participate in the program at their own discretion.
- **Repayment obligation matched to the useful life of the financed improvements:** The length of the financing is based on the expected useful life of the improvements. Depending on the lender and the improvements, the term can range from five (5) years to twenty (20) years.
- **Prepayment options:** Property owners can pay off the assessments at any time; however, there may be applicable prepayment penalties, and the program administrators review these terms with prospective participants.
- **Property owners' personal credit is not involved:** The amount financed is based on the assessed value of the subject property and doesn't involve the borrowers' personal financial rating (FICO) score. Commercial property owners appreciate the off-balance-sheet financing that doesn't impact their capacity to borrow for other business needs.
- **Increased property values:** More efficient properties are typically worth more and sell more quickly.
- **Improved quality of life:** Residents benefit from improvements, such as more effective cooling provided by new air conditioning units and less outside noise when new double-paned windows are installed.

Although the City could provide property owners with access to this type of financing by establishing its own PACE Program, it is more cost effective to join an existing PACE Program. The City may join more than one PACE program in order to provide property owners with the ability to choose the program that best fits their needs.

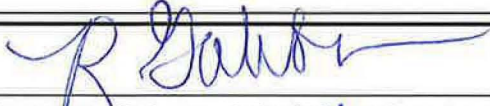
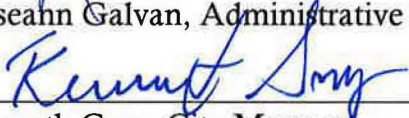
Founded in 2011, the Figtree PACE Financing Program is sponsored by the California Economic Development Authority (CEDA), a statewide public joint powers authority. Although the Figtree PACE Financing Program currently concentrates on commercial, industrial, retail, and multi-family properties it plans to launch a statewide residential program in the near future. To date, Figtree has provided millions in PACE financing to California businesses.

The cities of Fresno, Clovis, Kingsburg, Reedley, Sanger and Fresno County currently participate in this program.



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

**RECOMMENDATION:** Approve agreement with Fig Tree to implement the program to have an option for businesses to utilize with regards to PACE Programs. The City of Selma is offering the program as a service to residents and is not endorsing any program.

	October 22, 2014
Roseann Galvan, Administrative Analyst	Date
	10/31/2014
Kenneth Grey, City Manager	Date

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,  
CALIFORNIA AUTHORIZING THE CITY TO JOIN THE FIGTREE PACE  
PROGRAM; AUTHORIZING THE CALIFORNIA ENTERPRISE  
DEVELOPMENT AUTHORITY TO CONDUCT CONTRACTUAL  
ASSESSMENT PROCEEDINGS AND LEVY CONTRACTUAL  
ASSESSMENTS WITHIN THE TERRITORY OF THE CITY OF SELMA;  
AND AUTHORIZING RELATED ACTIONS**

**WHEREAS**, the California Enterprise Development Authority ("CEDA") is a joint exercise of powers authority, comprised of cities and counties in the State of California, including the City of Selma (the "City"); and

**WHEREAS**, CEDA has adopted the Figtree Property Assessed Clean Energy (PACE) and Job Creation Program (the "Program" or "Figtree PACE"), to allow the financing of certain renewable energy, energy efficiency and water efficiency improvements (the "Improvements") through the levy of contractual assessments pursuant to Chapter 29 of Division 7 of the Streets & Highways Code ("Chapter 29"), and the issuance of improvement bonds or other evidences of indebtedness (the "Bonds") under the Improvement Bond Act of 1915 (Streets and Highways Code Sections 8500 et seq.) (the "1915 Act") upon the security of the unpaid contractual assessments; and

**WHEREAS**, Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner of each lot or parcel on which an assessment is levied at the time the assessment is levied; and

**WHEREAS**, the City desires to allow the owners of property ("Participating Parcel") within its jurisdiction ("Participating Property Owners") to participate in Figtree PACE, and to allow CEDA to conduct assessment proceedings under Chapter 29 and to issue Bonds under the 1915 Act to finance the Improvements; and

**WHEREAS**, CEDA will conduct assessment proceedings under Chapter 29 to establish an assessment district (the "District") and issue Bonds under the 1915 Act to finance Improvements; and

**WHEREAS**, there has been presented at this meeting a proposed form of Resolution of Intention to be adopted by CEDA in connection with such assessment proceedings (the "ROI"), a copy of which is attached hereto as Exhibit A; and

**WHEREAS**, said ROI sets forth the territory within which assessments may be levied for Figtree PACE which territory shall be coterminous with the City's official boundaries of record at the time of adoption of the ROI (the "Boundaries"); and

**WHEREAS**, pursuant to Chapter 29, the City authorizes CEDA to conduct assessment proceedings, levy assessments, pursue remedies in the event of delinquencies, and issue bonds or other forms of indebtedness to finance the Improvements in connection with Figtree PACE; and

**WHEREAS**, to protect the City in connection with operation of the Figtree PACE program, Figtree Energy Financing, the program administrator, has agreed to defend and indemnify the City; and

**WHEREAS**, the City will not be responsible for the conduct of any assessment proceedings, the levy of assessments, any required remedial action in the case of delinquencies, the issuance, sale or administration of the bonds or other indebtedness issued in connection with Figtree PACE.

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

**Section 1. Good Standing.** The City is either a municipal corporation or other public body and a member of CEDA in good standing.

**Section 2. Public Benefits.** On the date hereof, the City Council hereby finds and determines that the Program and issuance of Bonds by CEDA in connection with Figtree PACE will provide significant public benefits, including without limitation, savings in effective interest rates, bond preparation, bond underwriting and bond issuance costs and reductions in effective user charges levied by water and electricity providers within the boundaries of the City.

**Section 3. Appointment of CEDA.** The City hereby appoints CEDA as its representative to (i) record the assessment against the Participating Parcels, (ii) administer the District in accordance with the Improvement Act of 1915 (Chapter 29 Part 1 of Division 10 of the California Streets and Highways Code (commencing with Section 8500 et seq.) (the "Law"), (iii) prepare program guidelines for the operations of the Program and (iv) proceed with any claims, proceedings or legal actions as shall be necessary to collect past due assessments on the properties within the District in accordance with the Law and Section 6509.6 of the California Government Code. The City is not and will not be deemed to be an agent of Figtree or CEDA as a result of this Resolution.

**Section 4. Assessment Proceedings.** In connection with Figtree PACE, the City hereby consents to the special assessment proceedings by CEDA pursuant to Chapter 29 on any property within the Boundaries and the issuance of Bonds under the 1915 Act, provided that:

- (1) Such proceedings are conducted pursuant to one or more Resolutions of Intention in substantially the form of the ROI;
- (2) The Participating Property Owners, who shall be the legal owners of such property, voluntarily execute a contract pursuant to Chapter 29 and comply with other applicable provisions of California law in order to accomplish the valid levy of assessments; and
- (3) The City will not be responsible for the conduct of any assessment proceedings, the levy of assessments, any required remedial action in the case of delinquencies in such assessment payments, or the issuance, sale or administration of the Bonds in connection with Figtree PACE.

**Section 5. Program Report.** The City Council hereby acknowledges that pursuant to the requirements of Chapter 29, CEDA has prepared and will update from time to time the "Program Report" for Figtree PACE (the "Program Report") and associated documents, and CEDA will

undertake assessment proceedings and the financing of Improvements as set forth in the Program Report.

**Section 6. Foreclosure.** The City Council hereby acknowledges that the Law permits foreclosure in the event that there is a default in the payment of assessments due on a property. The City Council hereby designates CEDA as its representative to proceed with collection and foreclosure of the liens on the defaulting properties within the District, including accelerated foreclosure pursuant to the Program Report.

**Section 7. Indemnification.** The City Council acknowledges that Figtree has provided the City with an indemnification agreement, as shown in Exhibit B, for negligence or malfeasance of any type as a result of the acts or omissions of Figtree, its officers, employees, subcontractors and agents. The City Council hereby authorizes the appropriate officials and staff of the City to execute and deliver the Indemnification Agreement to Figtree.

**Section 8. City Contact Designation.** The appropriate officials and staff of the City are hereby authorized and directed to make applications for Figtree PACE available to all property owners who wish to finance Improvements. The following staff persons, together with any other staff designated by the City Manager from time to time, are hereby designated as the contact persons for CEDA in connection with Figtree PACE.

**Section 9. City Execution of Documents.** The appropriate officials and staff of the City are hereby authorized and directed to execute and deliver such closing certificates, requisitions, agreements and related documents as are reasonably required by CEDA in accordance with the Program Report to implement Figtree PACE for Participating Property Owners.

**Section 10. CEQA.** The City Council hereby finds that adoption of this Resolution is not a "project" under the California Environmental Quality Act ("CEQA"), because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4)).

**Section 11. Effective Date.** This Resolution shall take effect immediately upon its adoption. The City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to Figtree Energy Financing.

**Section 12. Costs.** Services related to the formation and administration of the assessment district will be provided by CEDA at no cost to the City.

**PASSED AND ADOPTED** this 3rd day of November, 2014 by the following vote, to wit:

**AYES:** Councilmembers \_\_\_\_\_

**NOES:** Councilmembers \_\_\_\_\_

**ABSENT:** Councilmembers \_\_\_\_\_

**ABSTAIN:** Councilmembers \_\_\_\_\_

\_\_\_\_\_  
George Rodriguez, Mayor Pro Tem

ATTEST:

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

**Attachment: Indemnification Agreement**

## **INDEMNIFICATION AGREEMENT**

### **BY AND BETWEEN THE CITY OF SELMA AND FIGTREE COMPANY, INC.**

This Indemnification Agreement (the "Agreement") is entered into by and between the City of Selma, a municipal corporation or political subdivision, duly organized and existing under the laws of the State of California (the "Public Entity") and Figtree Company, Inc., a California corporation, the administrator of the Figtree Property Assessed Clean Energy and Job Creation Program (the "Administrator"), which is a program of the California Enterprise Development Authority, a California joint exercise of powers authority (the "Authority").

### **RECITALS**

**WHEREAS**, the Authority is a joint exercise of powers authority whose members include the Public Entity in addition to other cities and counties in the State of California; and

**WHEREAS**, the Authority established the Figtree Property Assessed Clean Energy and Job Creation Program (the "Figtree PACE Program") to allow the financing of certain renewable energy, energy efficiency and water efficiency improvements that are permanently affixed to real property through the levy of assessments voluntarily agreed to by the participating property owners pursuant to Chapter 29 of Division 7 of the Streets and Highways Code ("Chapter 29") and the issuance of improvement bonds, or other forms of indebtedness, under the Improvement Bond Act of 1915 upon the security of the unpaid assessments; and

**WHEREAS**, the Authority has conducted or will conduct proceedings required by Chapter 29 with respect to the territory within the boundaries of the Public Entity; and

**WHEREAS**, the legislative body of the Public Entity adopted or will adopt a resolution authorizing the Public Entity to join the Figtree PACE Program; and

**WHEREAS**, the Public Entity will not be responsible for the formation, operation and administration of the Figtree PACE Program as well as the sale and issuance of any bonds or other forms of indebtedness in connection therewith, including the conducting of assessment proceedings, the levy and collection of assessments and any remedial action in the case of such assessment payments, and the offer, sale and administration of any bonds issued by the Authority on behalf of the Figtree PACE Program; and

**WHEREAS**, the Administrator is the administrator of the Figtree PACE Program and agrees to indemnify the Public Entity in connection with the operations of the Figtree PACE Program as set forth herein;

**NOW, THEREFORE**, in consideration of the above premises and of the Public Entity's agreement to join the Figtree PACE Program, the parties agree as follows:



1. **Indemnification.** Figtree has provided the CEDA with an indemnification for negligence or malfeasance of any type as a result of the acts or omissions of Figtree, its officers, employees, subcontractors and agents, arising from or related to the Figtree PACE Program, the assessments, the assessment districts, the improvements or the financing and marketing thereof. Figtree, on behalf of itself and the CEDA, agrees to defend, indemnify and hold harmless the Public Entity, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all actions, suits, proceedings, claims, demands, losses, costs and expenses, including legal costs and attorneys' fees, for injury or damage due to negligence or malfeasance of any type claims as a result of the acts or omissions of Figtree, except for such loss or damage which was caused by the sole negligence or willful misconduct of the Public Entity. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by Figtree.

2. **Amendment/Interpretation of this Agreement.** This Agreement represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. This Agreement shall not be interpreted for or against any party by reason of the fact that such party may have drafted this Agreement or any of its provisions.

3. **Section Headings.** Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

4. **Waiver.** No waiver of any of the provisions of this Agreement shall be binding unless in the form of writing signed by the party against whom enforcement is sought, and no such waiver shall operate as a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver. Except as specifically provided herein, no failure to exercise or any delay in exercising any right or remedy hereunder shall constitute a waiver thereof.

5. **Severability and Governing Law.** If any provision or portion thereof of this Agreement shall be held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California applicable to contracts made and to be performed in California.

6. **Notices.** All notices, demands and other communications required or permitted hereunder shall be made in writing and shall be deemed to have been duly given if delivered by hand, against receipt, or mailed certified or registered mail and addressed as follows:

If to the Administrator

Figtree Company, Inc.  
9915 Mira Mesa Blvd., Suite 130  
San Diego, California 92131  
Attn: Chief Executive Officer



If to the Public Entity      City

City of Selma  
1710 Tucker Street  
Selma, CA 93662  
Attention: City Manager

7.      **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, which together shall constitute the same instrument.

8.      **Effective Date.** This Agreement will be effective as of the date of the signature of Public Entity's representative as indicated below in the signature block.

IN WITNESS HEREOF, the parties hereto duly executed this Agreement as of the date below.

Public Entity Name

By \_\_\_\_\_

Name: Kenneth Grey

Title: City Manager

Date: \_\_\_\_\_

Figtree Company, Inc., a California corp.

By \_\_\_\_\_

Name: Mahesh Shah

Title: CEO

Date: \_\_\_\_\_



# Commercial Property OnDemandPACE™ Financing

100% Financing for HVAC, Roofing,  
Solar, Windows, Lighting and More.

No Money Down | Fixed Low Interest Rates  
Easy to Qualify | Long-Term Up to 20 Years





## **Figtree OnDemandPACE™ Financing**

Property Assessed Clean Energy Financing allows up to 20% of a property's value to be financed for energy efficiency, renewable energy, or water conservation upgrades. The financing creates an assessment lien on the property and is repaid as semi-annual installments on the property tax bill.

### **Why Energy Upgrades with PACE?**

- Reduce your energy bill
- Increase your property value
- Increase occupant comfort
- Increase net operating income

### **Why is PACE Financing Different?**

- No money down
- Fixed low interest rates
- Long term financing up to 20 years
- Qualifying is property based not credit based



A stylized logo consisting of several overlapping, curved, leaf-like shapes arranged in a fan-like pattern, pointing towards the top right.

# Benefits

## of PACE Financing and Energy Upgrades

### Improve cash flow

- No upfront cash required
- Low annual payments
- Immediate energy savings

### Smarter way to finance

- Not based on business credit
- Preserve cash for other needs
- Potentially off balance sheet

### Increase property value

- Permanently affixed improvements raise value

### Reduce energy costs

- Save and hedge against rising energy costs

### Own the equipment

- Get tax incentives and rebates
- Improve Energy Star score or LEED ratings
- Transfer lien upon sale

### Share benefits with occupants

- Improve occupant comfort
- Share improvement costs with tenants via triple net lease
- Command higher lease rates

# 6 STEPS

to a More Valuable Property

Figtree OnDemandPACE™ means capital is waiting for you. As soon as the first 4 steps are completed below, we can fund and you can begin your project. It's that easy to start saving on your utility bill and enjoying an improved property.



**CHECK**  
ELIGIBILITY



**COMPLETE**  
APPLICATION



**FINALIZE**  
PROJECT SCOPE



**GET LENDER**  
ACKNOWLEDGEMENT



**CLOSE**  
THE FINANCING



**COMPLETE**  
THE PROJECT



## Eligible Properties

All commercial property types are eligible including office, industrial, retail, hotel, and multi-family. Up to 20% of the property value can be financed with a minimum project size of \$5,000.

## Eligible Projects

Most energy efficiency, renewable energy, and water conservation projects are eligible: solar, HVAC, boilers & chillers, lighting, building controls, windows, cool roofing, water-efficient plumbing, and more.

## Participating Areas

Property must be located in a participating area. Please visit our website for the latest list of cities and counties that have made the Figtree OnDemandPACE™ Program available to their property owners.

## State, County, and City Supported

California state law AB-811 created PACE financing. With this legislation in place cities and counties, then choose to adopt the Figtree OnDemandPACE™ Program. Everywhere Figtree OnDemandPACE™ is available, has been reviewed and approved by local government.



**"Using PACE financing for energy upgrades allows you to preserve your capital for other investments."**

## ABOUT FIGTREE

Figtree Financing is a San Diego-based clean energy financing company providing innovative programs to enable capital for environmentally friendly products and services. The Figtree OnDemandPACE™ Program provides PACE (Property Assessed Clean Energy) Financing to help commercial property owners improve their properties and lower their utility bills with energy efficiency, renewable energy, and water conservation upgrades. Figtree Financing has successfully funded millions of dollars of property improvements with commercial PACE Financing.

## CONTACT US

1.877.577.7373

[info@figtreefinancing.com](mailto:info@figtreefinancing.com)

[www.figtreefinancing.com](http://www.figtreefinancing.com)

9915 Mira Mesa Blvd, Suite 130  
San Diego, CA 92131



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**ITEM NO:**

1.f.

**SUBJECT:**

California HERO Program to Finance Distributed Generation  
Renewable Energy Sources, Energy and Water Efficiency  
Improvements and Electric Vehicle Charging Infrastructure

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**BACKGROUND:**

Assembly Bill (AB) 811 was signed into law on July 21, 2008, and AB 474, effective January 1, 2010, amended Chapter 29 of Part 3 of Division 7 of the Streets & Highways Code of the State of California ("Chapter 29") and authorizes a legislative body to designate an area within which authorized public officials and free and willing property owners may enter into voluntary contractual assessments to finance the installation of distributed generation renewable energy sources, energy efficiency, and/or water conservation improvements that are permanently fixed to real property, as specified.

The HERO Program has been very successful in Western Riverside County, since its launch in late 2011; the Program has approved over \$1.4 billion in applications and has funded over \$312 million in projects. Because of its success, the California HERO Program was developed as a turnkey program to save other California jurisdictions time and resources in developing a standalone program. Jurisdictions only need to adopt the form of resolution accompanying this staff report and approve an amendment to the joint exercise of powers agreement related to the California HERO Program attached to such resolution to begin the process.

**DISCUSSION:**

The California HERO Program is being offered to allow property owners in participating cities and counties to finance renewable energy, energy water efficiency improvements and electric vehicle charging infrastructure on their property. If a property owner chooses to participate, the improvements to be installed on such owner's property will be financed by the issuance of bonds by a joint power authority, Western Riverside Council of Governments ("WRCOG"), secured by a voluntary contractual assessment levied on such owner's property. Participation in the program is 100% voluntary. Property owners who wish to participate in the program agree to repay the money through the voluntary contractual assessment collected together with their property taxes.

The benefits to the property owner include:

- Eligibility: In today's economic environment, alternatives for property owners to finance renewable energy/energy efficiency/water efficiency improvements or electric vehicle charging infrastructure may not be available. As such many property owners do not have options available to them to lower their utility bills.
- Savings: Energy prices continue to rise and selecting in energy efficient, water efficient and renewable energy models lower utility bills.
- 100% voluntary. Property owners can choose to participate in the program at their discretion.

## DISCUSSION (cont.)

- Payment obligation stays with the property. Under Chapter 29, a voluntary contractual assessment stays with the property upon transfer of ownership. Even if there were private enterprise alternatives, most private loans are due on sale of the benefited property, which makes it difficult for property owners to match the life of the repayment obligation with the useful life of the financed improvements. Certain mortgage providers will, however, require the assessment be paid off at the time the property is refinanced or sold.
- Prepayment option. The property owner can choose to pay off the assessments at any time, subject to applicable prepayment penalties.
- Customer oriented program. Part of the success of the program is the prompt customer service.

### The benefits to the City include:

- Increase local jobs.
- An increase in housing prices (higher efficient homes are worth more money).
- An increase in sales, payroll and property tax revenue.
- As in conventional assessment financing, the City is not obligated to repay the bonds or to pay the assessments levied on the participating properties.
- All California HERO Program and assessment administration, bond issuance and bond administration functions are handled by California HERO. Little, if any, City staff time is needed to participate in the California HERO Program.
- The City can provide access for its residents to the California HERO Program without the higher staff costs that an independent program established by the City would require.

<b><u>COST:</u></b> (Enter cost of item to be purchased in box below)		<b><u>BUDGET IMPACT:</u></b> (Enter amount this non-budgeted item will impact this years' budget in box below – if budgeted, enter NONE).
N/A		NONE
<b><u>FUNDING:</u></b> (Enter the funding source for this item in box below – if fund exists, enter the balance in the fund).		<b><u>ON-GOING COST:</u></b> (Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE).
Funding Source: N/A  Fund Balance:		NO COST TO CITY OF SELMA.

**RECOMMENDATION:**

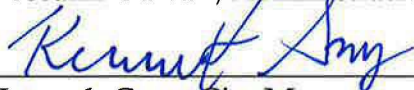
Adopt the attached Resolution authorizing the City's participation in the California HERO Program, which will enable property owners to finance permanently fixed renewable energy, energy and water efficiency improvements and electric vehicle charging infrastructure on their properties. The City is offering this program as a service to residents and is not endorsing any program.



Roseann Galvan, Administrative Analyst

October 22, 2014

Date



Kenneth Grey, City Manager

10/31/2014

Date

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA, CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE CITY'S JURISDICTION IN THE CALIFORNIA HERO PROGRAM TO FINANCE DISTRIBUTED GENERATION RENEWABLE ENERGY SOURCES, ENERGY AND WATER EFFICIENCY IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND APPROVING THE AMENDMENT TO A CERTAIN JOINT POWERS AGREEMENT RELATED THERETO

WHEREAS, the Western Riverside Council of Governments ("Authority") is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Act") and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time (the "Authority JPA"); and

WHEREAS, Authority intends to establish the California HERO Program to provide for the financing of renewable energy distributed generation sources, energy and water efficiency improvements and electric vehicle charging infrastructure (the "Improvements") pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29") within counties and cities throughout the State of California that elect to participate in such program; and

WHEREAS, City of Selma (the "City") is committed to development of renewable energy sources and energy efficiency improvements, reduction of greenhouse gases, protection of our environment, and reversal of climate change; and

WHEREAS, in Chapter 29, the Legislature has authorized cities and counties to assist property owners in financing the cost of installing Improvements through a voluntary contractual assessment program; and

WHEREAS, installation of such Improvements by property owners within the jurisdictional boundaries of the counties and cities that are participating in the California HERO Program would promote the purposes cited above; and

WHEREAS, the City wishes to provide innovative solutions to its property owners to achieve energy and water efficiency and independence, and in doing so cooperate with Authority in order to efficiently and economically assist property owners the City in financing such Improvements; and

WHEREAS, Authority has authority to establish the California HERO Program, which will be such a voluntary contractual assessment program, as permitted by the Act, the Authority JPA, originally made and entered into April 1, 1991, as amended to date, and the Amendment to Joint Powers Agreement Adding the City of Selma as an Associate Member of the Western Riverside Council of Governments to Permit the Provision of Property Assessed Clean Energy (PACE) Program Services within the City (the "JPA Amendment"), by and between Authority and the City, a copy of which is attached as Exhibit "A" hereto, to assist property owners within the incorporated area of the City in financing the cost of installing Improvements; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy and collection of assessments or any required remedial action in the case of delinquencies in the payment of any assessments or the issuance, sale or administration of any bonds issued in connection with the California HERO Program.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. This City Council finds and declares that properties in the City's incorporated area will be benefited by the availability of the California HERO Program to finance the installation of Improvements.

2. This City Council consents to inclusion in the California HERO Program of all of the properties in the incorporated area within the City and to the Improvements, upon the request by and voluntary agreement of owners of such properties, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.

3. The consent of this City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the California HERO Program and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Improvements, including the levying, collecting and enforcement of the contractual assessments to finance the Improvements and the issuance and enforcement of bonds to represent and be secured by such contractual assessments.

4. This City Council hereby approves the JPA Amendment and authorizes the execution thereof by appropriate City officials.

5. City staff is authorized and directed to coordinate with Authority staff to facilitate operation of the California HERO Program within the City, and report back periodically to this City Council on the success of such program.

6. This Resolution shall take effect immediately upon its adoption. The City Clerk is directed to send a certified copy of this resolution to the Secretary of the Authority Executive Committee.

This foregoing resolution is hereby approved and adopted this 3rd day of November, 2014, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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George Rodriguez, Mayor Pro Tem

ATTEST:

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Reyna Rivera, City Clerk

Attachment: Amendment to Joint Powers Agreement

**AMENDMENT TO THE JOINT POWERS AGREEMENT  
ADDING CITY OF SELMA AS  
AS AN ASSOCIATE MEMBER OF THE  
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS  
TO PERMIT THE PROVISION OF PROPERTY ASSESSED CLEAN  
ENERGY (PACE) PROGRAM SERVICES WITH SUCH CITY**

This Amendment to the Joint Powers Agreement ("JPA Amendment") is made and entered into on the 3<sup>rd</sup> day of November, 2014, by City of Selma ("City") and the Western Riverside Council of Governments ("Authority") (collectively the "Parties").

**RECITALS**

WHEREAS, Authority is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Joint Exercise of Powers Act") and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time (the "Authority JPA"); and

WHEREAS, as of October 1, 2012, Authority had 18 member entities (the "Regular Members").

WHEREAS, Chapter 29 of the Improvement Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29") authorizes cities, counties, and cities and counties to establish voluntary contractual assessment programs, commonly referred to as a Property Assessed Clean Energy ("PACE") program, to fund certain renewable energy sources, energy and water efficiency improvements, and electric vehicle charging infrastructure (the "Improvements") that are permanently fixed to residential, commercial, industrial, agricultural or other real property; and

WHEREAS, Authority intends to establish a PACE program to be known as the "California HERO Program" pursuant to Chapter 29 as now enacted or as such legislation may be amended hereafter, which will authorize the implementation of a PACE financing program for cities and county throughout the state; and

WHEREAS, City desires to allow owners of property within its jurisdiction to participate in the California HERO Program and to allow Authority to conduct proceedings under Chapter 29 to finance Improvements to be installed on such properties; and

WHEREAS, this JPA Amendment will permit City to become an Associate Member of Authority and to participate in California HERO Program for the purpose of facilitating the implementation of such program within the jurisdiction of City; and

WHEREAS, pursuant to the Joint Exercise of Powers Act, the Parties are approving this JPA Agreement to allow for the provision of PACE services, including the operation of a PACE financing program, within the incorporated territory of City; and

WHEREAS, the JPA Amendment sets forth the rights, obligations and duties of City and Authority with respect to the implementation of the California HERO Program within the incorporated territory of City.

**MUTUAL UNDERSTANDINGS**

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated, the Parties hereto agree as follows:

**A. JPA Amendment.**

1. The Authority JPA. City agrees to the terms and conditions of the Authority JPA, attached.

2. Associate Membership. By adoption of this JPA Amendment, City shall become an Associate Member of Authority on the terms and conditions set forth herein and the Authority JPA and consistent with the requirements of the Joint Exercise of Powers Act. The rights and obligations of City as an Associate Member are limited solely to those terms and conditions expressly set forth in this JPA Amendment for the purposes of implementing the California



HERO Program within the incorporated territory of City. Except as expressly provided for by the this JPA Amendment, City shall not have any rights otherwise granted to Authority's Regular Members by the Authority JPA, including but not limited to the right to vote on matters before the Executive Committee or the General Assembly, the right to amend or vote on amendments to the Authority JPA, and the right to sit on committees or boards established under the Authority JPA or by action of the Executive Committee or the General Assembly, including, without limitation, the General Assembly and the Executive Committee. City shall not be considered a member for purposes of Section 9.1 of the Authority JPA.

3. Rights of Authority. This JPA Amendment shall not be interpreted as limiting or restricting the rights of Authority under the Authority JPA. Nothing in this JPA Amendment is intended to alter or modify Authority Transportation Uniform Mitigation Fee (TUMF) Program, the PACE Program administered by Authority within the jurisdictions of its Regular Members, or any other programs administered now or in the future by Authority, all as currently structured or subsequently amended.

**B. Implementation of California HERO Program within City Jurisdiction.**

1. Boundaries of the California HERO Program within City Jurisdiction. City shall determine and notify Authority of the boundaries of the incorporated territory within City's jurisdiction within which contractual assessments may be entered into under the California HERO Program (the "Program Boundaries"), which boundaries may include the entire incorporated territory of City or a lesser portion thereof.

2. Determination of Eligible Improvements. Authority shall determine the types of distributed generation renewable energy sources, energy efficiency or water conservation improvements, electric vehicle charging infrastructure or such other improvements as may be authorized pursuant to Chapter 29 (the "Eligible Improvements") that will be eligible to be financed under the California HERO Program.

3. Establishment of California HERO Program. Authority will undertake such proceedings pursuant to Chapter 29 as shall be legally necessary to enable Authority to make contractual financing of Eligible Improvements available to eligible property owners within the Program Boundaries.

4. Financing the Installation of Eligible Improvements. Authority shall develop and implement a plan for the financing of the purchase and installation of the Eligible Improvements under the California HERO Program.

5. Ongoing Administration. Authority shall be responsible for the ongoing administration of the California HERO Program, including but not limited to producing education plans to raise public awareness of the California HERO Program, soliciting, reviewing and approving applications from residential and commercial property owners participating in the California HERO Program, establishing contracts for residential, commercial and other property owners participating in such program, establishing and collecting assessments due under the California HERO Program, adopting and implementing any rules or regulations for the California HERO Program, and providing reports as required by Chapter 29.

City will not be responsible for the conduct of any proceedings required to be taken under Chapter 29; the levy or collection of assessments or any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the California HERO Program.

6. Phased Implementation. The Parties recognize and agree that implementation of the California HERO Program as a whole can and may be phased as additional other cities and counties execute similar agreements. City entering into this JPA Amendment will obtain the benefits of and incur the obligations imposed by this JPA Amendment in its jurisdictional area, irrespective of whether cities or counties enter into similar agreements.

#### C. **Miscellaneous Provisions.**

1. Withdrawal. City or Authority may withdraw from this JPA Amendment upon six (6) months written notice to the other party; provided, however, there is no outstanding indebtedness of Authority within City. The provisions of Section 6.2 of the Authority JPA shall not apply to City under this JPA Amendment. City may withdraw approval for conduct of the HERO Program within the jurisdictional limits of City upon thirty (30) written notice to WRCOG without liability to the Authority or any affiliated entity. City withdrawal shall not affect the validity of any voluntary assessment contracts (a) entered prior to the date of such withdrawal or (b) entered into after the date of such withdrawal so long as the applications for such voluntary assessment contracts were submitted to and approved by WRCOG prior to the date of City's notice of withdrawal.

2. Mutual Indemnification and Liability. Authority and City shall mutually defend, indemnify and hold the other party and its directors, officials, officers, employees and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of the willful misconduct or negligent acts, errors or omissions of the indemnifying party or its directors, officials, officers, employees and agents in connection with the California HERO Program administered under this JPA Amendment, including without limitation the payment of expert witness fees and attorneys fees and other related costs and expenses, but excluding payment of consequential damages. Without limiting the foregoing, Section 5.2 of the Authority JPA shall not apply to this JPA Amendment. In no event shall any of Authority's Regular Members or their officials, officers or employees be held directly liable for any damages or liability resulting out of this JPA Amendment.

3. Environmental Review. Authority shall be the lead agency under the California Environmental Quality Act for any environmental review that may be required in implementing or administering the California HERO Program under this JPA Amendment.

4. Cooperative Effort. City shall cooperate with Authority by providing information and other assistance in order for Authority to meet its obligations hereunder. City recognizes that one of its responsibilities related to the California HERO Program will include any permitting or inspection requirements as established by City.

5. Notice. Any and all communications and/or notices in connection with this JPA Amendment shall be either hand-delivered or sent by United States first class mail, postage prepaid, and addressed as follows:

Authority:

Western Riverside Council of Governments  
4080 Lemon Street, 3rd Floor. MS1032  
Riverside, CA 92501-3609  
Att: Executive Director

City:

Kenneth Grey, City Manager  
1710 Tucker Street  
Selma, CA 93662

6. Entire Agreement. This JPA Amendment, together with the Authority JPA, constitutes the entire agreement among the Parties pertaining to the subject matter hereof. This JPA Amendment supersedes any and all other agreements, either oral or in writing, among the Parties with respect to the subject matter hereof and contains all of the covenants and agreements among them with respect to said matters, and each Party acknowledges that no representation, inducement, promise of agreement, oral or otherwise, has been made by the other Party or anyone acting on behalf of the other Party that is not embodied herein.

7. Successors and Assigns. This JPA Amendment and each of its covenants and conditions shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns. A Party may only assign or transfer its rights and obligations under this JPA Amendment with prior written approval of the other Party, which approval shall not be unreasonably withheld.

8. Attorney's Fees. If any action at law or equity, including any action for declaratory relief is brought to enforce or interpret the provisions of this Agreement, each Party to the litigation shall bear its own attorney's fees and costs.

9. Governing Law. This JPA Amendment shall be governed by and construed in accordance with the laws of the State of California, as applicable.

10. No Third Party Beneficiaries. This JPA Amendment shall not create any right or interest in the public, or any member thereof, as a third party beneficiary hereof, nor shall it authorize anyone not a Party to this JPA Amendment to maintain a suit for personal injuries or property damages under the provisions of this JPA Amendment. The duties, obligations, and responsibilities of the Parties to this JPA Amendment with respect to third party beneficiaries shall remain as imposed under existing state and federal law.

11. Severability. In the event one or more of the provisions contained in this JPA Amendment is held invalid, illegal or unenforceable by any court of competent jurisdiction, such portion shall be deemed severed from this JPA Amendment and the remaining parts of this JPA Amendment shall remain in full force and effect as though such invalid, illegal, or unenforceable portion had never been a part of this JPA Amendment.

12. Headings. The paragraph headings used in this JPA Amendment are for the convenience of the Parties and are not intended to be used as an aid to interpretation.

13. Amendment. This JPA Amendment may be modified or amended by the Parties at any time. Such modifications or amendments must be mutually agreed upon and executed in

writing by both Parties. Verbal modifications or amendments to this JPA Amendment shall be of no effect.

14. Effective Date. This JPA Amendment shall become effective upon the execution thereof by the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this JPA Amendment to be executed and attested by their officers thereunto duly authorized as of the date first above written.

**[SIGNATURES ON FOLLOWING PAGES]**

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

By: \_\_\_\_\_  
Executive Committee Chair  
Western Riverside Council of Governments

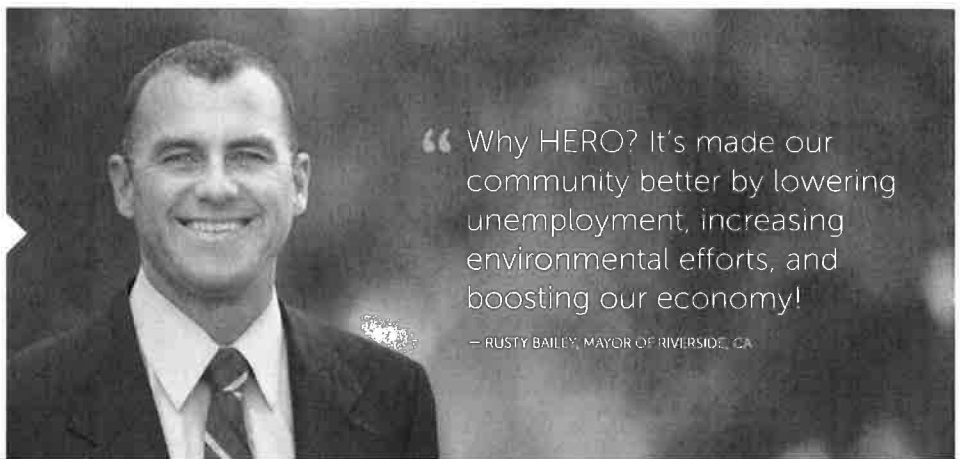
Date: \_\_\_\_\_

CITY OF SELMA

By: \_\_\_\_\_  
Kenneth Grey, City Manager

Date: \_\_\_\_\_

Stimulates Economy



“ Why HERO? It's made our community better by lowering unemployment, increasing environmental efforts, and boosting our economy!

— RUSTY BAILEY, MAYOR OF RIVERSIDE, CA



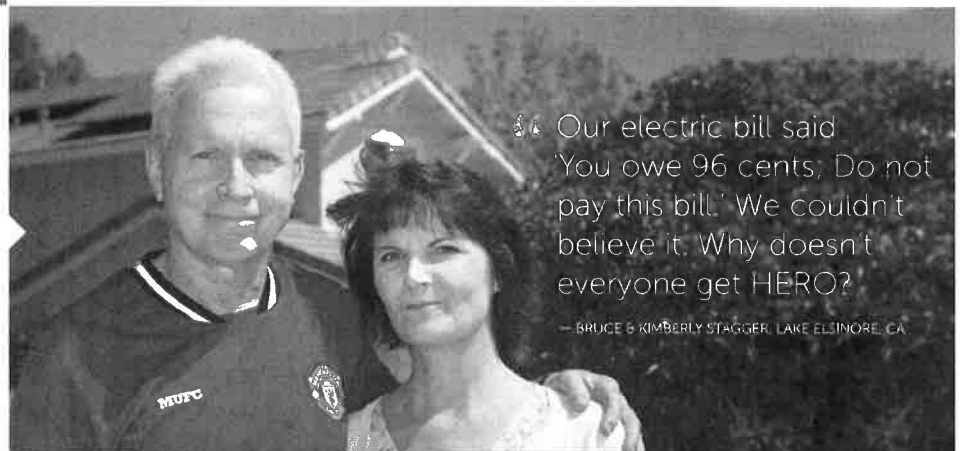
Your energy efficient future, today.

## HERO Impact

As HERO spreads across the state, a wave of economic and environmental impact has followed close behind. Here are some of our successes, to date.



Saves Energy



“ Our electric bill said 'You owe 96 cents; Do not pay this bill.' We couldn't believe it. Why doesn't everyone get HERO?

— BRUCE & KIMBERLY STAGGER, LAKE ELSINORE, CA

Creates Jobs



“ With HERO funding 50% of our sales, we've been able to hire 22 people this year! You should absolutely bring HERO to your community!

— W.C. HEATING & AIR CONDITIONING INC., BIRDA, CA



# HERO Positively Impacts Your Community

The HERO Program is a public / private partnership designed to help communities become more energy efficient and to stimulate their local economies. As the leading provider of PACE (Property Assessed Clean Energy) financing in the country, we are actively making a difference in local communities. Our turnkey solution will have your community up and running with HERO in no time!



Create  
Local Jobs



Increase  
Property Values



Reduce Greenhouse  
Gas Emissions



Lower  
Utility Bills

## Bring HERO to Your Community

Start today and be up-and-  
running in as few as 90 days

### Step 1. YOU ADOPT

Jurisdiction adopts a resolution making HERO  
available to property owners.

### Step 2. WE IMPLEMENT

HERO handles everything from setup through launch,  
including contractor training and local marketing.

## Start the Conversation



Northern California

**John Law** | 209-602-8990 | [jlaw@heroprogram.com](mailto:jlaw@heroprogram.com)

Southern California

**Dustin Reilich** | 949-237-0965 | [dreilich@heroprogram.com](mailto:dreilich@heroprogram.com)



## Awards and Recognitions



### ENVIRONMENTAL AND ECONOMIC PARTNERSHIP GOVERNOR OF CALIFORNIA

Awarded California's highest honor by Governor Brown for exceptional leadership in environmental preservation and economic stimulus.



### BEST RESIDENTIAL PARTNERSHIP U.S. GREEN BUILDING COUNCIL

Recognized as a Top 10 Green Building Policy in California, serving as a national model, for financing residential and commercial energy efficiency and water conservation retrofits.



### BEST OF THE BEST

Urban Land Institute | Recognized for sustainable community development and organizational leadership in providing: economic value, environmental quality, and social equity.



### PRESIDENTS AWARD FOR EXCELLENCE

Southern California Association of Governments | Recognized for creating successful public/private partnerships and economic stimulus through bringing private funding into local communities.



### BUSINESS ACHIEVEMENT AWARD

Climate Change Business Journal | Recognized for successfully partnering with local governments to develop residential financing programs for energy efficiency and renewable energy systems.



### NORTON YOUNGLOVE AWARD

Western Riverside Council of Governments | Recognized for positive environmental and economic impact created through innovative financing structure and successful public/private partnership.



## How it Works For Property Owners

### 1 Apply for HERO

You hear about HERO and decide to call and find more about it, or search on the web. You, then apply for HERO.



heroprogram.com/apply

or



855-HERO-411  
(855-437-6411)

1

or

1

### 1 Meet Contractor

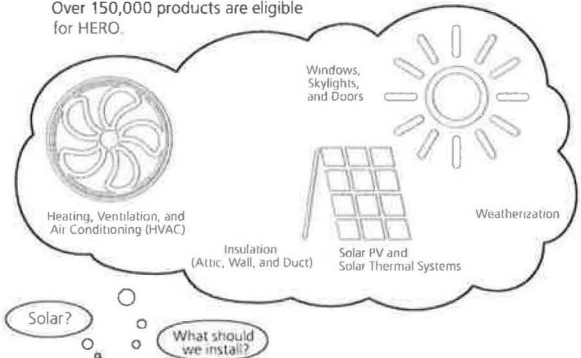
You have a contractor you want to work with. Your contractor introduces HERO.



2

### 2 Select Project

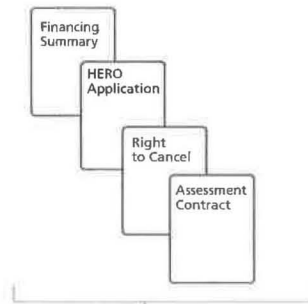
Over 150,000 products are eligible for HERO.



A complete list of eligible products at <http://heroprogram.com>

### 3 Sign Financing Documents

After you picked out a product(s) you would like to install, you sign Financing Documents.



Send ALL original signed documents to HERO.

4

### 4 Complete Project



5

### 5 Sign Completion Certificate

After your product is installed, you and your contractor sign the Completion Certificate.

### 6 Pay Contractor

6



7

### Make Payments



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

November 3, 2014

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**ITEM NO:**

19.

**SUBJECT:** Consideration and necessary action on approving the Memorandum of Understanding between the Fresno County Rural Transit Agency and the City of Selma in compliance with the Federal Transit Administration guidance on Safety and Security for Public Transit Operators.

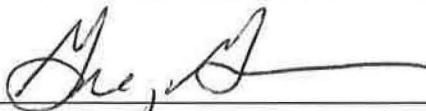
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**DISCUSSION:** The City was contacted by the Fresno County Rural Transit Agency (FCRTA) to provide services for the FCRTA passengers, drivers and vehicles within the City of Selma. This is in compliance with the requirements of Federal Transit Administration to supply an officer presence. The FCRTA being community oriented contacted the City Manager and the Police Chief to obtain feedback on the concept of the MOU with the City versus a private security company.

In exchange of an officer, once per week to provide these services, FCRTA shall reimburse the City for an amount of \$2,600.

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

**RECOMMENDATION:** Authorize the City Manager to execute the Memorandum of Understanding between Fresno County Rural Transit Agency and the City of Selma.

  
 \_\_\_\_\_  
 Greg Garner, Police Chief

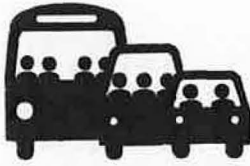
10/30/14  
 \_\_\_\_\_  
 Date

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

10/31/2014  
 \_\_\_\_\_  
 Date

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

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



## **FRESNO COUNTY RURAL TRANSIT AGENCY**

2035 Tulare Street, Suite 201, Fresno, CA 93721

Phone: 559-233-6789 Fax: 559-233-9645

Webpage: [www.ruraltransit.org](http://www.ruraltransit.org)

### **Safety and Security Services**

#### **Memorandum of Understanding**

The Fresno County Rural Transit Agency (FCRTA) and the City of Selma Police Department hereby agree to enter into this Memorandum of Understanding (MOU) for the purpose of providing safety and security services for FCRTA passengers, drivers and vehicles within the City of Selma. This is in compliance with direction from the Federal Transit Administration (FTA) guidance on Safety and Security for Public Transit Operators.

The City of Selma Police Department will provide the following services on any day during the week:

- A uniformed officer shall Board the stopped vehicle at a designated stop
- Make visual observations while inside vehicle
- Engage in dialogue with driver of vehicle
- Assist with any questions by passengers

FCRTA shall reimburse the City of Selma Police Department for costs associated in providing these services in the amount of \$2,600.00 for the period of 7/01/14 to 6/30/15. To be renewed on an annual basis by both parties.

\_\_\_\_\_  
FCRTA

\_\_\_\_\_  
Date

\_\_\_\_\_  
City of Selma

\_\_\_\_\_  
Date

**A JOINT POWERS AGENCY TO PROVIDE A COORDINATED TRANSIT SYSTEM FOR RURAL FRESNO COUNTY  
THE CITIES OF: COALINGA; FIREBAUGH; FOWLER; HURON; KERMAN; KINGSBURG; MENDOTA; ORANGE COVE; PARLIER; REEDLEY; SANGER; SAN JOAQUIN; SELMA; & FRESNO COUNTY**



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

November 3, 2014

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**ITEM NO:**

**SUBJECT:** Rejection of a Late Claim Application

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**DISCUSSION:** This claim was received in my office on September 15, 2014.

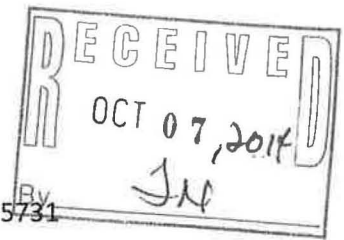
The claimant's son was involved in a motor vehicle accident with a Selma patrol vehicle on February 21, 2014 on Floral Avenue. The claimant is seeking \$1,298.29 in damages from the City for towing, release form fee, police report fee, vehicle repairs and rental.

Upon receipt of this claim, the Program Director of Liability Claims (AIMS) reviewed this claim. The original claim was filed by the claimant's son, Andrew Vasquez, on July 22, 2014 and it did not state that it was on behalf of his mother who is the registered owner of the vehicle. Therefore, it was an insufficient claim. AIMS made several unsuccessful attempts to contact Mr. Vasquez to advise him that the claim needed to be filed by his mother, Maria Vasquez. Ultimately AIMS had to send a letter to him. Maria Vasquez did not file a corrected claim until September 15, 2014, almost a month beyond the six month statute. This claim was returned as a late claim per Section 901 and 911.2 of the Government Code which requires that a claim be submitted within six (6) months of the date of incident/accident, which was August 21, 2014. The claimant submitted an "Application for Leave to File a Late Claim" pursuant to Government Code section 911.4 which was received on October 7, 2014.

After consideration, AIMS is recommending that this claim be placed on the Council Agenda for consideration of rejection of the "Application for Leave to File a Late Claim". Mrs. Vasquez' reasons for filing a late claim do not meet the requirements of the Government Code to allow her to file a late claim.



Oct 7, 2014



First file on 07/22/2014 under Andrew Leo Vasquez Claim # 15,461 File No. FR95731

Second File on 09/15/2014 under Maria Pineda Vasquez

To whom it may concern:

Aim writing this letter regarding accident on 02/21/14, the claim was filed on July 22, 2014 for the reason being that we thought the claim was files since it was a police that hit us I waited for a call from their insurance and never got a call so I got worried and went to get the police report so the first time I went they told it it wasn't ready so I waited for the police report to be ready to get information of the other person that hit us so I finally got it and found out by calling the police department that I had to file a claim form on the city hall and they also told me I had to file the claim form under the person that was driving my vehicle. When later on I got a letter from the AIMS claim specialist that she was trying to contact me so I return the call and then found out I had to file the claim under the owner of the car and that she also needed the rental car estimate. So by the time I did the claim form under the correct person I called the claim specialist to see what was going on and she stated they weren't going to pay anything because it was file late, when it was file under the 6 months, but file under the wrong person because that's how I was told so I don't think it's my fault, I did what they told me, so I believe I should get my car fix when I did file the claim on time. I have all the proof that I did file on time.

You could contact me at 559-595-4872 with a Spanish interpreter

Thank you,

A handwritten signature in cursive script that reads "Maria P. Vasquez".

Maria P Vasquez

RECEIVED

OCT 7 REC'D  
2014

CITY OF SELMA

BY \_\_\_\_\_  
CITY OF SELMA

NOTICE OF RETURN, WITHOUT ACTION,  
OF A CLAIM REQUIRED TO BE FILED  
WITHIN SIX (6) MONTHS

FORM D

Date: October 2, 2014

To: Maria Vasquez, 8909 S. Mendocino Ave, Parlier, CA 93648

Dear: Ms. Vasquez

The claim you presented to the City of Selma on September 15, 2014 is being returned to you because it was not presented within six (6) months after the incident/accident as required by law (see Sections 901 and 911.2 of the Government Code). Because the claim was not presented within the time allowed by law, no action was taken on the claim.

Your only recourse at this time is to apply, without delay, to City of Selma for leave to present a late claim (see Sections 911.4 to 912.2, inclusive, and Section 946.6 of the Government Code). Under some circumstances, leave to present a late claim will be granted (see Section 911.6 of the Government Code).

You may seek the advice of an attorney of your choice in connection with this matter. If you desire to consult an attorney, you should do so immediately. If you dispute the City of Selma's conclusion that your claim was untimely, the following warning may apply.

**WARNING:** Subject to certain exceptions, you only have six (6) months from the date this notice was personally delivered or deposited into the mail to file a court action on this claim (see Government Code Section 945.6).

**PROOF OF SERVICE**

On October 2, 2014, I served the within NOTICE OF RETURN, WITHOUT ACTION, OF A CLAIM REQUIRED TO BE FILED WITHIN SIX (6) MONTHS on the claimant by placing a true copy thereof enclosed in a sealed envelope in the outgoing mail addressed as requested by the claimant.

I declare under penalty of perjury that the foregoing is true and correct. Executed in Selma, California, on October 2, 2014.

Tesla Nason

(Type or Print Name)

*Tesla Nason*

(Signature)



**CLAIM FORM**  
(Please Type Or Print)

RECEIVED

SEP 15 2014

CLAIM AGAINST San Joaquin Valley Risk Management (Name of Entity)

Claimant's Name Maria Pineda Vasquez S.S. #: \_\_\_\_\_

Claimant's Date of Birth \_\_\_\_\_ Telephone # (559) 595-4872

Claimant's Address 8909 S. Mendocino Ave Gender: Male \_\_\_\_\_ Female ☒  
Parlier, CA 93298

Address where Notices about Claim are to be sent, if different from above:

Date of Incident/Accident/Arrest: 2-21-14

Date Injuries, Damages or Losses were discovered: 2-21-14

Location of Incident/Accident/Arrest: Floral Ave, Selma CA

What did Entity or Employee do to cause this Loss, Damage or Injury?  
Struck the rear bumper

(Use Back of this Form or Separate Sheet if necessary to answer this Question in Detail.)

What are the Names of the Entity's Employees who caused this Injury, Damage or Loss (if known)?  
Cassy Fain Police officer

What specific Injuries, Damages or Losses did Claimant receive? on rear bumper

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

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

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

How was this amount calculated (please itemize)? Got estimate got receipts  
15 + 150 + 772.59 + 120.70 + 240 = 1298.29

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

Date Signed: \_\_\_\_\_ Signature: Maria P. Vasquez

If signed by Representative:  
Representative's Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone # \_\_\_\_\_  
Relationship to Claimant \_\_\_\_\_

City of Selma

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>UNION BANK Checks</b>							
64417	09/30/2014	Printed		12100.050	U.S. BANK CORPORATE PMT SYSTEM	CALCARD CHARGES FOR 8/23-9/22	26,414.05
64418	09/30/2014	Printed		12270.190	VERIZON WIRELESS	AIRCARDS-SEPTEMBER 2014	523.10
64419	09/30/2014	Printed		12310.051	WAL MART STORES, INC.	REIMB. AGREEMENT-OCT 2014	2,010.34
64420	09/30/2014	Printed		12252.630	YRIBARREN GROUP	CONSULTING SERVICES-SEPT 2014	6,250.00
64421	10/02/2014	Printed		10180.850	ALVES ELECTRIC	INST ELECT SUB PANEL-TURNOUT	1,475.00
64422	10/02/2014	Printed		10400.215	DIVISION OF THE STATE ARCHITEC	ADA BUSINESS LICENSE FEE	56.10
64423	10/02/2014	Printed		10710.695	RENE GARZA	MULTI PROG MINI GRANT TRAINING	167.08
64424	10/02/2014	Printed		11830.130	ART RIOS	MULTI PROG MINI GRANT TRAINING	167.08
64425	10/02/2014	Printed		11910.870	FRANK SANTILLAN	MULTI PROG MINI GRANT TRAINING	167.08
64426	10/10/2014	Printed		11910.834	SANGER FENCE CO.	FENCE FOR TRAINING FACILITY	7,850.00
64427	10/14/2014	Printed		10230.130	BENNETT & BENNETT, INC.	MISC SPRINKLER SUPPLIES	12.65
64428	10/14/2014	Printed		10230.256	BEST TOURS & TRAVEL INC.	SENIOR TRIP 10/6/14 FAIR	4,500.00
64429	10/14/2014	Printed		10257.305	WILL BLACKWELL	REIMBURSE EMT RECERTIFICATION	80.00
64430	10/14/2014	Printed		10300.815	CENTRAL SAN JOAQUIN VALLEY RMA	2014/2015 2ND QTR DEPOSIT	130,374.00
64431	10/14/2014	Printed		10330.370	JOHNNIE CERDA	POST TRAINING PER DIEM	33.00
64432	10/14/2014	Printed		10340.610	CITY OF FRESNO-POLICE DEPT.	POST PERISHABLE SKILLS	976.00
64433	10/14/2014	Printed		10360.058	MARK CLIFTON	POST TRAINING PER DIEM	33.00
64434	10/14/2014	Printed		10370.220	COLLEGE OF THE SEQUOIAS	COURT & TEMP HOLDING TRAINING	60.00
64435	10/14/2014	Printed		10370.953	COOL AIR SPECIALTY	AC REPAIR-FIRE ADM BLDG	184.00
64436	10/14/2014	Printed		10390.147	CUMMINS PACIFIC	AUTO SERVICE REPAIRS	2,015.98
64437	10/14/2014	Printed		10430.071	DEPARTMENT OF JUSTICE	FINGERPRINT FOR SEPTEMBER 14	971.00
64438	10/14/2014	Printed		10620.210	FEDOR PLUMBING	PLUMBING WORK-STATION 2	1,480.25
64439	10/14/2014	Printed		10620.229	PATRICK FELLER	POST TRAINING PER DIEM	33.00
64440	10/14/2014	Printed		10640.265	FORENSIC NURSE SPECIALIST, INC	EXAM - 14-3498	925.00
64441	10/14/2014	Printed		10670.050	FRESNO BEE	ADVERTISING-ACCOUNTANT	1,930.00
64442	10/14/2014	Printed		10670.150	FRESNO CITY COLLEGE	FIELD TRAINING OFFCER	95.00
64443	10/14/2014	Printed		10670.270	FRESNO CO TREASURER-SHERIFF	RMS/JMS/CAD ACCESS FEES-SEPT	479.54
64444	10/14/2014	Printed		10670.292	FRESNO COUNTY AUDITOR'S OFFICE	COUNTY PARKING AUGUST 2014	9.50
64445	10/14/2014	Printed		10670.520	FRESNO-MADERA AAA	SENIOR MEALS AND SUPPLIES	58.55
64446	10/14/2014	Printed		10720.010	GATEWAY ENGINEERING, INC.	CITY ENGINEERING SERVICES-AUG	9,490.00
64447	10/14/2014	Printed		10729.124	SIMRANJIT GILL	PHLEBOTOMY SERVICE 14-4570	150.00
64448	10/14/2014	Printed		10820.020	HEALTHEDGE ADMINISTRATORS INC.	DENTAL,CHIRO 10/1/14	1,515.59
64449	10/14/2014	Printed		10820.034	HEALTHWISE SERVICES	KIOSK MEDICAL WASTE SERVICE	400.00
64450	10/14/2014	Printed		10820.710	D.B. HEUSSER	HEALTH INS REIMB-AUG 14	1,106.84
64451	10/14/2014	Printed		10820.702	HEWLETT-PACKARD FINANCIAL SERV	LEASES	10,005.94
64452	10/14/2014	Printed		10840.132	JUSTIN HOLT	POST TRAINING PER DIEM	33.00
64453	10/14/2014	Printed		10900.281	I LOVE TO CREATE	CERAMIC SUPPLIES-SC	47.57
64454	10/14/2014	Printed		10970.773	INTERWEST CONSULTING GROUP	MASTER PLAN 1696-RAVEN HMS	1,141.45
64455	10/14/2014	Printed		11011.232	JEAN'S CERAMICS	SENIOR CENTER CRAFT SUPPLIES	119.48
64456	10/14/2014	Printed		11040.710	JORGENSEN & COMPANY	ANNUAL FIRE EXTINGUISHER SERV	755.65
64457	10/14/2014	Printed		11050.650	JUDICIAL DATA SYSTEM	PARKING CITATIONS-AUG 14	32.56
64458	10/14/2014	Printed		11120.400	KENT M. KAWOGOE, PH.D.	PRE-EMPL PSYCOLOGICAL EXAM	300.00
64459	10/14/2014	Printed		11340.800	METRO UNIFORM	POLICE UNIFORMS-REVOLVING ACCT	821.82
64460	10/14/2014	Printed		11350.330	MID VALLEY PUBLISHING	CLASSIFIED EMP AD-PD	36.05
64461	10/14/2014	Printed		11530.100	OFFICE DEPOT	OFFICE SUPPLIES	37.11



## Check Register Report

Date: 10/29/2014

Time: 3:17 pm

Page: 2

City of Selma

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>UNION BANK Checks</b>							
64462	10/14/2014	Printed		11650.606	POLYGRAPH PROFESSIONALS	POLYGRAPH EXAMS FOR RESERVES	1,000.00
64463	10/14/2014	Printed		11820.779	ASHLEY RIEDEL	REIMBURSE EMT RECERTIFICATION	80.00
64464	10/14/2014	Printed		11840.166	JESSIE ROSALES	REFUND THUNDER VALLEY TRIP	45.00
64465	10/14/2014	Printed		11820.195	DAN RUIZ	CALBO TRAINING PER DIEM/MILE.	498.80
64466	10/14/2014	Printed		11945.298	SELMA DISPOSAL	GARBAGE-SEPTEMBER 2014	111,889.19
64467	10/14/2014	Printed		11945.680	SELMA POLICE OFFICERS ASSN.	REIMB RECYCLING MONEY	98.00
64468	10/14/2014	Printed		11965.110	SOUTH COUNTY VETERINARY	MONTHLY FREEZER USE-SEPT 14	175.00
64469	10/14/2014	Printed		11900.389	SPARKLETTS	WATER SERVCE-PD	120.07
64470	10/14/2014	Printed		11985.138	SUN LIFE	EMPLOYEE INSURANCE-AUG 2014	3,742.68
64471	10/14/2014	Printed		12060.210	TRANS UNION CORPORATION	PRE EMPLOYMENT CREDIT CHECK	39.40
64472	10/14/2014	Printed		12160.128	UNITED HEALTH CENTERS	REIMB.SOFTBALL TOURNAMENT	75.00
64473	10/16/2014	Printed		11040.619	JERRY DEWAYNE JONES	INSTRUCTOR FIRE PREV 2B	2,000.00
64474	10/16/2014	Printed		11910.834	SANGER FENCE CO.	FENCE FOR TRAINING FACILITY	5,067.00
64475	10/16/2014	Printed		11945.680	SELMA POLICE OFFICERS ASSN.	ASSOCIATION DUES	3,635.00
64476	10/23/2014	Printed		11910.834	SANGER FENCE CO.	FENCE FOR TRAINING FACILITY	5,067.00
64477	10/23/2014	Printed		11370.999	MARTIN CLAY CORNILSEN	CA State Fire Training	2,000.00

Total Checks: 61

Checks Total (excluding void checks):

350,855.50

Total Payments: 61

Bank Total (excluding void checks):

350,855.50

Total Payments: 61

Grand Total (excluding void checks):

350,855.50



		TRANSACTION					
DEPARTMENT	EMPLOYEE NAME	EMPLOYEE POSITION	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
IT	ANDY CLIFTON	IT TECHNICIAN	9/2/14	HOME DEPOT	NETWORKING SUPPLIES	704-9600-600.110.000	14.86
	ANDY CLIFTON	IT TECHNICIAN	9/3/14	HOME DEPOT	PHONE CABLE (250 FT)	704-9600-600.110.000	42.37
	ANDY CLIFTON	IT TECHNICIAN	9/10/14	HOME DEPOT	PHONE CABLING SUPPLIES	704-9600-600.110.000	9.09
	ANDY CLIFTON	IT TECHNICIAN	9/15/14	NEWEGG.COM	USB/PARALLEL PRINTER CABLE	704-9600-600.110.000	11.81
ADMINISTRATION	DAVID LEWIS	CLERICAL ASSISTANT II	9/4/14	USPS, SELMA	MAILING FOR COMM DEV	100-1550-482.010.000	58.45
	DAVID LEWIS	CLERICAL ASSISTANT II	9/17/14	THE BEARS DEN	LUNCH FOR LEADERSHIP	100-3200-600.100.000	33.60
	DAVID LEWIS	CLERICAL ASSISTANT II					
	TESLA NASON	HUMAN RESOURCE ANALYST	9/9/14	CA EMERGENCY PHYSICIANS	POST ACCIDENT AFTER HRS DRUG TESTING	100-2200-600.424.000	301.00
	REYNA RIVERA	CITY CLERK	9/15/14	UNITED MARKET	COUNCIL MEETING SUPPLIES	100-1100-600.250.000	9.65
BUILDING	DAN RUIZ	BUILDING INSPECTOR	9/1/14	CA BUILDING OFFICIALS	CALBO CLASSES	100-3200-610.915.000	832.50
	DAN RUIZ	BUILDING INSPECTOR	9/19/14	CHEVRON, SAN RAMON	FUEL, CALBO CLASSES	701-9200-600.257.000	34.03
	DAN RUIZ	BUILDING INSPECTOR	10/23/14	NELSON'S	MEASURING TAPE, FLASHLIGHT, BATTERIES	100-3200-600.250.000	14.11
ECONOMIC DEVELOPMENT	ROSEANN GALVAN	ADMINISTRATIVE ANALYST	9/10/14	WALMART	AMBASSADOR MEETING	100-1550-610.900.000	13.33
	ROSEANN GALVAN	ADMINISTRATIVE ANALYST	9/17/14	WALMART	LEADERSHIP SELMA RECEPTION/CLASS	100-1550-610.920.000	69.45
	ROSEANN GALVAN	ADMINISTRATIVE ANALYST					
CITY MANAGER	KEN GREY	CITY MANAGER	8/27/14	RODOLFO'S	MEETING EXPENSES	100-1300-610.920.000	22.52
	KEN GREY	CITY MANAGER	9/12/14	SCAFCO CORP	CRUCIBLE SET MATERIALS	605-4300-600.250.000	304.53
	KEN GREY	CITY MANAGER	9/12/14	WW GRAINGER	CRUCIBLE SET MATERIALS	605-4300-600.250.000	332.21
	KEN GREY	CITY MANAGER	9/18/14	SPIKE & RAIL	MEETING EXPENSES	100-1300-610.920.000	39.66
	KEN GREY	CITY MANAGER	9/19/14	SCAFCO CORP	CRUCIBLE SET MATERIALS	605-4300-600.250.000	46.13
	KEN GREY	CITY MANAGER	9/20/14	THE HOME DEPOT	CRUCIBLE SET MATERIALS	605-4300-600.250.000	165.92
FIRE	ASHLEY RIEDEL	FIREFIGHTER	8/21/14	HOME DEPOT	STATION SUPPLIES	100-2525-600.250	70.86
	DARRICK ROSSOTTI	FIRE ENGINEER	8/30/14	BUDGET RENT A CAR	VEHICLE RENTAL FOR STRIKE TEAM	100-2500-610.922.000	953.59
	DARRICK ROSSOTTI	FIRE ENGINEER	9/19/14	AVIS RENT A CAR	VEHICLE RENTAL FOR STRIKE TEAM	100-2500-610.922.000	708.98
	ERIC BEASLEY	FIRE FIGHTER	8/28/14	FIREFIGHTERS BOOKSTORE	BOOKS FOR PREVENTION CLASS	100-2550-600.210.000	110.21
	ERIC BEASLEY	FIRE FIGHTER	8/28/14	CENTRAL VALLEY GUNS SELMA	GUN SAFE	100-2550-600.250.000	233.75
	ERIC BEASLEY	FIRE FIGHTER	8/29/14	RITE AID-SELMA, CA	BATTERIES FOR GUN SAFE	100-2550-600.250.000	12.28
	ERIC BEASLEY	FIRE FIGHTER	8/21/14	FRESNO PUBLIC HEALTH DEPARTMENT	PARAMEDIC RECERT	100-2500-610.917.000	65.00
	ERIC BEASLEY	FIRE FIGHTER	9/16/14	WALMART-MADERA, CA	STRIKE TEAM SUPPLIES	100-2500-610.922.000	15.99
	FABIAN URESTI	ENGINEER	8/22/14	76-LODI CA	FUEL-BEAVER FIRE (STRIKE TEAM)	701-9200-600.257.000	40.05
	FABIAN URESTI	ENGINEER	8/22/14	ENTERPRISE RENT A CAR	VEHICLE RENTAL-BEAVER FIRE (STRIKE TEAM)	100-2500-610.922.000	538.31
	FABIAN URESTI	ENGINEER	8/22/14	MOTEL 6-YREKA, CA	LODGING-BEAVER FIRE (STRIKE TEAM)	100-2500-610.922.000	66.02
	KELLI TELLEZ	DEPARTMENT SECRETARY	8/28/14	OFFICE MAX	OFFICE SUPPLIES	100-2500-600.100.000	29.34
	KELLI TELLEZ	DEPARTMENT SECRETARY	9/4/14	FRESNO CITY COLLEGE	PAID FOR TRAINING CLASSES	100-2500-610.915.000	80.00
	KELLI TELLEZ	DEPARTMENT SECRETARY	9/17/14	AMAZON	BATTERIES FOR STATION	100-2500-600.250.000	35.94
	KELLI TELLEZ	DEPARTMENT SECRETARY	9/17/14	AMAZON	BATTERIES FOR STATION	100-2500-600.250.000	83.75
	KELLI TELLEZ	DEPARTMENT SECRETARY	9/18/14	WORLDPOINT	CPR WORKBOOKS	100-2500-452.200.000	75.50
	MATT BEGINES	ENGINEER	8/29/14	OFFICE MAX	SUPPLIES FOR STATION 1	100-2525-600.250.000	4.00
	MATT BEGINES	ENGINEER	8/29/14	HOME DEPOT	ENGINE 110 EQUIPMENT	701-9200-600.250.000	224.98
	MATT BEGINES	ENGINEER	9/5/14	CHEVRON-OAKHURST	STRIKE TEAM FUEL-E 311	701-9200-600.257.000	105.88
	MATT BEGINES	ENGINEER	9/12/14	MIKES MUFFLER-SELMA	STATION 1 SUPPLIES FOR EXTRACTOR	100-2500-600.370.000	86.98
	MIKE KAIN	FIRE CHIEF	9/19/14	SCHOOL OUTFITTERS	CHAIRS AND DESK FOR NEW TRAINING ROOM	403-2500-700.100.002	3,081.78
	SCOTT SANDERS	FIRE ENGINEER	8/26/14	NELSONS HARDWARE	SPRINKLER REPAIR	100-2500-600.370	10.89
	SCOTT SANDERS	FIRE ENGINEER	9/5/14	MADERA UNIFORM	BOOTS	100-2500-600.300	165.21
	SCOTT SANDERS	FIRE ENGINEER	9/6/14	HOME DEPOT	FRAME FOR COOLER AT STATION 1	100-2500-600.370	11.52
	SCOTT SANDERS	FIRE ENGINEER	9/6/14	HOME DEPOT	DRAIN FOR COOLER AT STATION 1	100-2500-600.370	18.06

DEPARTMENT	EMPLOYEE NAME	EMPLOYEE POSITION	TRANSACTION		VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
			DATE					
SYSTEMS	JERRY HOWELL	INFORMATION SYSTEMS SUPERVISOR	9/11/14	OFFICE MAX		FILE FOLDERS	100-3200-600.100.000	26.73
POLICE	CALEB GARCIA	POLICE OFFICER	9/4/14	SHELL, FRESNO		FUEL	701-9200-600.257.000	22.99
	CALEB GARCIA	POLICE OFFICER	9/15/14	BAD BUD'S, FRESNO		FUEL	701-9200-600.257.000	29.57
	CALEB GARCIA	POLICE OFFICER	9/17/14	76 STATION, CLOVIS		FUEL	701-9200-600.257.000	58.35
	CHRISTIE EDIGER	LIEUTENANT	9/8/14	PAYPAL/LIEBERT CASSIDY		WEBINAR FOR MANAGEMENT	100-2100-610.915.000	55.00
	CHRISTIE EDIGER	LIEUTENANT	9/9/14	OFFICE DEPOT		3 CHAIRS FOR REPORT WRITING STATION	100-2100-600.100.000	130.44
	DEBBIE GOMEZ	COMMUNITY SERVICE OFFICER	8/22/2014	HARBOR FREIGHT		STORAGE SUPPLIES -EVIDENCE CABINETS	100-2100-600.250.000	70.21
	DEBBIE GOMEZ	COMMUNITY SERVICE OFFICER	8/29/2014	HILTON-HAMPTON INN		LODGING FOR TRAINING CLASS RENE GARZA, ART RIOS, AND DEBBIE GOMEZ	100-2100-610.915.000	293.4
	DEBBIE GOMEZ	COMMUNITY SERVICE OFFICER	9/12/2014	MAH'S TERIYAKI		LUNCH-DOJ TRAINING CLASS TIFFANY LAUCK, ART RIOS AND DEBBIE GOMEZ	100-2100-610.915.000	31.3
	FRANK SANTILLAN	POLICE SERGEANT	8/21/2014	UNIFORMS & ACCESSORIES		POLICE UNIFORMS-REVOLVING ACCOUNT	100-000-123.010.000	17.73
	FRANK SANTILLAN	POLICE SERGEANT	9/6/2014	NELSONS		CLEANING SUPPLIES	100-2200-600.250.000	21.73
	FRANK SANTILLAN	POLICE SERGEANT	9/10/2014	SUNNYSIDE TROPHY		CITIZENS AWARD RECOGNITION, FMCPCA	100-2200-600.250.000	86.58
	GREG GARNER	POLICE CHIEF	9/18/14	CORNER CAFÉ		LUNCH-FMCPCA AWARDS CEREMONY	100-2200-600.250.000	60.00
	MYRON DYCK	LIEUTENANT	8/21/14	SPIKE & RAIL		LUNCH FOR CSO ORAL BOARD	100-1400-610.920.000	62.54
	MYRON DYCK	LIEUTENANT	8/22/14	OFFICE MAX		OFFICE SUPPLIES	100-2100-600.100.000	10.32
	MYRON DYCK	LIEUTENANT	9/15/14	SECURE STORAGE SELMA		EVIDENCE VEHICLE STORAGE	100-2100-600.400.000	120.00
	RUDY ALCARAZ	SERGEANT	9/8/14	MCDONALD'S		FRAUD FROM PREV STATEMENT-CREDIT	100-2200-600.250.000	-36.48
	RUDY ALCARAZ	SERGEANT	9/17/14	OFFICE MAX		BINDERS/FTO	800-0000-220.000.000	60.85
	SHANE FRANSEN	POLICE OFFICER	9/18/14	OFFICE MAX		FTO BINDER	100-2200-600.250.000	15.21
	STEVE MARES	COMMUNITY RESOURCE OFFICER	9/3/14	USPS		VEHICLE ABATEMENT	100-2100-600.120.000	3.79
	STEVE MARES	COMMUNITY RESOURCE OFFICER	9/9/14	K AUDIO		WINDOW TINT REMOVAL	100-2200-600.250.000	30.00
	STEVE MARES	COMMUNITY RESOURCE OFFICER	9/11/14	NELSON'S		KEYS MADE	100-2100-600.250.000	7.47
	TIM CANNON	SERGEANT	9/5/14	GALLS		POLICE UNIFORMS-REVOLVING ACCOUNT	100-0000-123.010.000	161.70

DEPARTMENT	EMPLOYEE NAME	EMPLOYEE POSITION	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
PUBLIC WORKS	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	8/21/2014	CENTRAL VALLEY LOCK & SAFE	DEADBOLT FOR BERRY PARK RESTROOM	100-5300-600.400.000	76.10
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	8/25/2014	NELSON'S ACE HARDWARE	GAS CANS	100-5300-600.250.000	48.90
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	8/26/2014	GRAINGER	BATTERIES	701-9200-600.250.000	8.55
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	8/26/2014	GRAINGER	BATTERIES	702-9300-600.250.000	8.56
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	8/26/2014	VULCAN MATERIALS	COLD MIX ASPHALT	210-5400-600.250.000	357.71
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	8/28/2014	NELSON'S ACE HARDWARE	SMALL TOOLS & MINOR EQUIPMENT	100-5300-600.305.000	10.81
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	8/28/2014	NELSON'S ACE HARDWARE	SPECIAL SUPPLIES	100-5300-600.250.000	13.19
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	8/28/2014	NELSON'S ACE HARDWARE	SPECIAL SUPPLIES	702-9300-600.250.000	15.15
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	8/28/2014	HOME DEPOT	ART CENTER WALL BASE	605-4300-600.250.000	230.67
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	8/29/2014	NELSON'S ACE HARDWARE	SMALL TOOLS & MINOR EQUIPMENT	100-5300-600.305.000	27.13
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	9/2/2014	EWING IRRIGATION PRODUCTS	MISC IRRIGATION SUPPLIES	100-5300-600.250.000	144.61
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	9/3/2014	NELSON'S ACE HARDWARE	SPECIAL SUPPLIES - SALAZAR PARK	100-5300-600.250.000	7.00
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	9/3/2014	EWING IRRIGATION PRODUCTS	MISC IRRIGATION SUPPLIES - SHAFER PARK	100-5300-600.250.000	289.97
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	9/5/2014	ZUMAR INDUSTRIES	SIGNS	210-5400-600.250.000	51.29
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	9/9/2014	CENTRAL SANITARY SUPPLY	MISC JANITORIAL SUPPLIES	702-9300-600.250.000	29.34
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	9/9/2014	CENTRAL SANITARY SUPPLY	TOILET PAPER FOR PARKS	100-5300-600.250.000	131.49
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	9/9/2014	CENTRAL SANITARY SUPPLY	MISC JANITORIAL SUPPLIES	702-9300-600.250.000	543.53
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	9/10/2014	NELSON'S ACE HARDWARE	SPECIAL SUPPLIES	702-9300-600.250.000	22.48
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	9/10/2014	NELSON'S ACE HARDWARE	SPECIAL SUPPLIES	702-9300-600.250.000	39.10
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	9/10/2014	NELSON'S ACE HARDWARE	SPECIAL SUPPLIES - SALAZAR PARK	100-5300-600.250.000	48.40
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	9/10/2014	HOME DEPOT	SPECIAL SUPPLIES	100-5300-600.250.000	7.00
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	9/16/2014	NELSON'S ACE HARDWARE	SPECIAL SUPPLIES	210-5400-600.250.000	10.43
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	9/17/2014	NELSON'S ACE HARDWARE	SPECIAL SUPPLIES	100-5300-600.250.000	6.84
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	9/18/2014	NELSON'S ACE HARDWARE	SPECIAL SUPPLIES	100-5300-600.250.000	10.43
	SHANE FERRELL	MAINTENANCE WORKER III	8/28/2014	NELSON'S ACE HARDWARE	GRAFFITI ABATEMENT SUPPLIES	210-5400-600.250.000	17.35
	STEVE GIBBS	EQUIPMENT MECHANIC III	8/21/2014	JOHNSON TIRE SERVICE	AUTO SERVICE - #8509	701-9200-600.457.000	150.00
	STEVE GIBBS	EQUIPMENT MECHANIC III	8/22/2014	SELMA AUTO SUPPLY	AUTO PARTS - #151	701-9200-600.256.000	43.40
	STEVE GIBBS	EQUIPMENT MECHANIC III	8/25/2014	NELSON'S ACE HARDWARE	AUTO PARTS - #2110	701-9200-600.256.000	16.62
	STEVE GIBBS	EQUIPMENT MECHANIC III	8/25/2014	NELSON'S ACE HARDWARE	AUTO PARTS	701-9200-600.256.000	28.24
	STEVE GIBBS	EQUIPMENT MECHANIC III	8/25/2014	NAPA AUTO PARTS	AUTO PARTS - #151	701-9200-600.256.000	111.65
	STEVE GIBBS	EQUIPMENT MECHANIC III	8/25/2014	SWANSON FAHRNEY FORD	AUTO PARTS - #503	701-9200-600.256.000	106.16
	STEVE GIBBS	EQUIPMENT MECHANIC III	8/25/2014	TIFCO	AUTO PARTS - SHOP	701-9200-600.256.000	230.25
	STEVE GIBBS	EQUIPMENT MECHANIC III	8/25/2014	HOME DEPOT	AUTO PARTS - #2110	701-9200-600.256.000	38.02
	STEVE GIBBS	EQUIPMENT MECHANIC III	8/26/2014	NAPA AUTO PARTS	AUTO PARTS - #725	701-9200-600.256.000	11.38
	STEVE GIBBS	EQUIPMENT MECHANIC III	8/26/2014	NAPA AUTO PARTS	AUTO PARTS - #2110	701-9200-600.256.000	25.49
	STEVE GIBBS	EQUIPMENT MECHANIC III	8/26/2014	BATTERY SYSTEMS	AUTO PARTS	701-9200-600.256.000	330.15
	STEVE GIBBS	EQUIPMENT MECHANIC III	8/27/2014	NELSON'S ACE HARDWARE	AUTO PARTS - #2110	701-9200-600.256.000	9.22
	STEVE GIBBS	EQUIPMENT MECHANIC III	8/27/2014	NELSON'S ACE HARDWARE	AUTO PARTS - #2110	701-9200-600.256.000	58.99
	STEVE GIBBS	EQUIPMENT MECHANIC III	8/27/2014	NAPA AUTO PARTS	AUTO PARTS - #2110	701-9200-600.256.000	39.25
	STEVE GIBBS	EQUIPMENT MECHANIC III	8/27/2014	NAPA AUTO PARTS	AUTO PARTS - #163	701-9200-600.256.000	91.24
	STEVE GIBBS	EQUIPMENT MECHANIC III	8/27/2014	BATTERY SYSTEMS	AUTO PARTS - #2110	701-9200-600.256.000	135.18
	STEVE GIBBS	EQUIPMENT MECHANIC III	8/27/2014	PBM SUPPLY & MFG	AUTO PARTS - #1313	701-9200-600.256.000	67.53
	STEVE GIBBS	EQUIPMENT MECHANIC III	8/28/2014	NELSON'S ACE HARDWARE	AUTO PARTS - STOCK	701-9200-600.256.000	12.96
	STEVE GIBBS	EQUIPMENT MECHANIC III	8/28/2014	NELSON'S ACE HARDWARE	AUTO PARTS	701-9200-600.256.000	176.33
	STEVE GIBBS	EQUIPMENT MECHANIC III	8/29/2014	NAPA AUTO PARTS	AUTO PARTS	701-9200-600.256.000	34.54
	STEVE GIBBS	EQUIPMENT MECHANIC III	8/29/2014	KIMBALL MIDWEST	AUTO PARTS	701-9200-600.256.000	70.07
	STEVE GIBBS	EQUIPMENT MECHANIC III	9/2/2014	NELSON'S ACE HARDWARE	AUTO PARTS - #4404	701-9200-600.256.000	18.53
	STEVE GIBBS	EQUIPMENT MECHANIC III	9/2/2014	NAPA AUTO PARTS	AUTO PARTS - STOCK	701-9200-600.256.000	3.79
	STEVE GIBBS	EQUIPMENT MECHANIC III	9/2/2014	NAPA AUTO PARTS	AUTO PARTS - #713	701-9200-600.256.000	71.64
	STEVE GIBBS	EQUIPMENT MECHANIC III	9/2/2014	SWANSON FAHRNEY FORD	AUTO PARTS - #503	701-9200-600.256.000	182.06
	STEVE GIBBS	EQUIPMENT MECHANIC III	9/3/2014	NAPA AUTO PARTS	AUTO PARTS - #713	701-9200-600.256.000	69.11
	STEVE GIBBS	EQUIPMENT MECHANIC III	9/3/2014	O'REILLY AUTO SUPPLY	AUTO PARTS - #719	701-9200-600.256.000	237.74
	STEVE GIBBS	EQUIPMENT MECHANIC III	9/3/2014	LIBERTY CHEVROLET	AUTO PARTS - #713	701-9200-600.256.000	59.68
	STEVE GIBBS	EQUIPMENT MECHANIC III	9/4/2014	O'REILLY AUTO SUPPLY	AUTO PARTS - #160	701-9200-600.256.000	8.69
	STEVE GIBBS	EQUIPMENT MECHANIC III	9/4/2014	O'REILLY AUTO SUPPLY	AUTO PARTS	701-9200-600.256.000	65.22
	STEVE GIBBS	EQUIPMENT MECHANIC III	9/4/2014	BURTON'S FIRE, INC.	AUTO PARTS - #8509	701-9200-600.256.000	144.35
	STEVE GIBBS	EQUIPMENT MECHANIC III	9/8/2014	NAPA AUTO PARTS	AUTO PARTS - #802	701-9200-600.256.000	12.35
	STEVE GIBBS	EQUIPMENT MECHANIC III	9/8/2014	O'REILLY AUTO SUPPLY	AUTO PARTS - #802	701-9200-600.256.000	20.35
	STEVE GIBBS	EQUIPMENT MECHANIC III	9/8/2014	O'REILLY AUTO SUPPLY	AUTO PARTS - #160	701-9200-600.256.000	95.42

US BANK INVOICE FOR CALCARD CHARGES: 8/23/14 - 9/22/2014

DEPARTMENT	EMPLOYEE NAME	EMPLOYEE POSITION	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
PUBLIC WORKS (CONT)	STEVE GIBBS	EQUIPMENT MECHANIC III	9/9/2014	NAPA AUTO PARTS	AUTO PARTS - #1313	701-9200-600.256.000	30.13
	STEVE GIBBS	EQUIPMENT MECHANIC III	9/9/2014	NAPA AUTO PARTS	AUTO PARTS	701-9200-600.256.000	69.57
	STEVE GIBBS	EQUIPMENT MECHANIC III	9/9/2014	O'REILLY AUTO SUPPLY	AUTO PARTS	701-9200-600.256.000	9.76
	STEVE GIBBS	EQUIPMENT MECHANIC III	9/9/2014	O'REILLY AUTO SUPPLY	AUTO PARTS	701-9200-600.256.000	107.64
	STEVE GIBBS	EQUIPMENT MECHANIC III	9/9/2014	GOODYEAR TIRE & RUBBER COMPANY	AUTO PARTS - #8509	701-9200-600.256.000	1,497.03
	STEVE GIBBS	EQUIPMENT MECHANIC III	9/9/2014	MCCARTY'S COLLISION CENTER	AUTO SERVICE - #227	701-9200-600.457.000	300.00
	STEVE GIBBS	EQUIPMENT MECHANIC III	9/10/2014	KJAR EQUIPMENT & RENTAL COMPANY	AUTO PARTS - #3100	701-9200-600.256.000	151.48
	STEVE GIBBS	EQUIPMENT MECHANIC III	9/11/2014	NELSON'S ACE HARDWARE	AUTO PARTS - #2110	701-9200-600.256.000	23.45
	STEVE GIBBS	EQUIPMENT MECHANIC III	9/11/2014	FAHRNEY BUICK GMC	AUTO PARTS - #223	701-9200-600.256.000	41.91
	STEVE GIBBS	EQUIPMENT MECHANIC III	9/11/2014	SAVEMART SUPERMARKET	SPECIAL SUPPLIES (CLEANER)	701-9200-600.250.000	23.90
	STEVE GIBBS	EQUIPMENT MECHANIC III	9/12/2014	NAPA AUTO PARTS	AUTO PARTS	701-9200-600.256.000	21.15
	STEVE GIBBS	EQUIPMENT MECHANIC III	9/15/2014	NELSON'S ACE HARDWARE	AUTO PARTS	701-9200-600.256.000	291.45
	STEVE GIBBS	EQUIPMENT MECHANIC III	9/15/2014	NAPA AUTO PARTS	CREDIT MEMO - AUTO PARTS	701-9200-600.256.000	(8.20)
	STEVE GIBBS	EQUIPMENT MECHANIC III	9/15/2014	SWANSON FAHRNEY FORD	AUTO SERVICE REPAIRS - #153	701-9200-600.457.000	1,424.88
	STEVE GIBBS	EQUIPMENT MECHANIC III	9/15/2014	KIMBALL MIDWEST	SMALL TOOLS & MINOR EQUIPMENT	701-9200-600.305.000	92.31
	STEVE GIBBS	EQUIPMENT MECHANIC III	9/16/2014	NAPA AUTO PARTS	AUTO PARTS	701-9200-600.256.000	141.76
	STEVE GIBBS	EQUIPMENT MECHANIC III	9/16/2014	SWANSON FAHRNEY FORD	AUTO PARTS - #169	701-9200-600.256.000	15.06
	STEVE GIBBS	EQUIPMENT MECHANIC III	9/17/2014	JOHNSON TIRE SERVICE	AUTO SERVICE REPAIRS - #153	701-9200-600.457.000	181.05
	STEVE GIBBS	EQUIPMENT MECHANIC III	9/17/2014	O'REILLY AUTO SUPPLY	AUTO PARTS - #153	701-9200-600.256.000	48.53
	STEVE GIBBS	EQUIPMENT MECHANIC III	9/17/2014	SLAVEN'S RADIATOR	AUTO SERVICE REPAIRS - #162	701-9200-600.457.000	75.00
	STEVE GIBBS	EQUIPMENT MECHANIC III	9/18/2014	HERWALDT MOTORSPORTS	AUTO SERVICE REPAIRS - #85	701-9200-600.457.000	1,995.09
	STEVE GIBBS	EQUIPMENT MECHANIC III	9/18/2014	NELSON'S ACE HARDWARE	AUTO PARTS	701-9200-600.256.000	70.51
	STEVE GIBBS	EQUIPMENT MECHANIC III	9/18/2014	NAPA AUTO PARTS	AUTO PARTS - STOCK	701-9200-600.256.000	8.13
	STEVE GIBBS	EQUIPMENT MECHANIC III	9/18/2014	O'REILLY AUTO SUPPLY	AUTO PARTS - #153	701-9200-600.256.000	39.49
	STEVE GIBBS	EQUIPMENT MECHANIC III	9/18/2014	DAVE'S TOWING	AUTO SERVICE TOWING - #153 & 168	701-9200-600.458.000	175.00
	STEVE GIBBS	EQUIPMENT MECHANIC III	9/19/2014	NAPA AUTO PARTS	SMALL TOOLS & MINOR EQUIPMENT	701-9200-600.305.000	15.81
RECREATION	MIKAL KIRCHNER	RECREATION SUPERVISOR	8/26/14	IN SPINSECURE	FAUCET LOCKS FOR PARK/SR CENTER	100-4100-600.250.000	67.85
	MIKAL KIRCHNER	RECREATION SUPERVISOR	9/3/14	SELMA TROPHY	COED SOFTBALL AWARDS	100-4700-600.250.000	104.38
	MIKAL KIRCHNER	RECREATION SUPERVISOR	9/3/14	NELSON'S	RUBBER DOOR STOPS SENIOR CENTER	100-4200-600.250.000	3.25
	MIKAL KIRCHNER	RECREATION SUPERVISOR	9/17/14	EXPO PARTY DÉCOR	SR RESOURCE FAIR TENT	805-0000-226.200.000	706.43
	MIKAL KIRCHNER	RECREATION SUPERVISOR	9/18/14	WALMART	SR RESOURCE FAIR LUNCH	805-0000-226.200.000	94.02
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	8/22/14	OFFICE MAX	PETER PAN PROGRAMS	100-4300-600.250.000	331.73
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	8/27/14	DRAMATISTS PLAY SERVICES	THE CRUCIBLE RIGHTS	605-4100-600.250.000	1,000.00
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	8/31/14	AMAZON	COOL KIDS	100-4300-600.250.000	36.41
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	9/3/14	AMAZON	MUSIC BOOKS	100-4300-600.250.000	79.72
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	9/3/14	THE BANNER FACTORY	BANNER FOR THE CRUCIBLE	605-4100-600.250.000	174.87
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	9/8/14	WALMART	MUSIC ROOM FURNISHINGS	100-4300-600.250.000	110.56
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	9/13/14	BILLIES COSTUMES	COSTUMES-CRUCIBLE AND MARY POPPINS	605-4100-600.250.000	372.06
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	9/19/14	HOME DEPOT	PAINT AND SUPPLIES- THE CRUCIBLE	605-4100-600.250.000	56.45
SENIOR CENTER	LAURIJANE LINDER	SENIOR CENTER AIDE	8/25/14	WALMART	SODA FOR BINGO	805-0000-226.400.000	10.61
	LAURIJANE LINDER	SENIOR CENTER AIDE	8/25/14	WALMART	STORAGE BOX FOR TRIPS	805-0000-226.000.000	9.00
	LAURIJANE LINDER	SENIOR CENTER AIDE	8/27/14	WALMART	SUPPLIES FOR LUAU	805-0000-226.200.000	45.58
	LAURIJANE LINDER	SENIOR CENTER AIDE	8/27/14	DOLLAR TREE	SUPPLIES FOR LUAU	805-0000-226.200.000	20.26
	LAURIJANE LINDER	SENIOR CENTER AIDE	8/28/14	CHO'S KITCHEN	LUAU LUNCH	805-0000-226.200.000	160.00
	LAURIJANE LINDER	SENIOR CENTER AIDE	8/28/14	SAVE MART	LUAU LUNCH	805-0000-226.200.000	15.38
	LAURIJANE LINDER	SENIOR CENTER AIDE	9/5/14	SENTINEL ADVERTISING	SENIOR RESOURCE FAIR	805-0000-226.200.000	198.00
	LAURIJANE LINDER	SENIOR CENTER AIDE	9/11/14	SMART N FINAL	SODA FOR BINGO	805-0000-226.400.000	90.00
	LAURIJANE LINDER	SENIOR CENTER AIDE	9/11/14	SMART N FINAL	KITCHEN SUPPLIES	805-0000-226.200.000	201.06
	LAURIJANE LINDER	SENIOR CENTER AIDE	9/17/14	WALMART	SENIOR RESOURCE FAIR	805-0000-226.200.000	83.45
	LAURIJANE LINDER	SENIOR CENTER AIDE	9/11/14	J&E RESTAURANT	KITCHEN UTENSILS	805-0000-226.300.000	145.94
							26,414.05

ITEM NO:

2.

SUBJECT:

Consider the waving or deferment of fees for a Conditional Use Permit

**DISCUSSION:** This item is a request by Pastor Doug McKinnis of The Meeting Place for the waiver or deferral of fees by the City Council.

The Meeting Place Church would like to establish a church at 2225 Arrants Street, Selma, CA.

Selma Municipal Code allows a church in any zone with the approval of a Conditional Use Permit. The total fee for a Conditional Use Permit is approximately \$5,140.00. These fees include the Conditional Use Permit itself, Environmental Assessment, Fresno County Filing fees and Public Noticing.

**11-16-11: UNCLASSIFIED CONDITIONAL USES:**

Any use listed below may be permitted in any zone in the city specified in the permit unless otherwise provided in this chapter after the same has been reviewed and a conditional use permit therefor has been issued in the manner provided hereinabove; and any use listed in this chapter shall not be permitted in any zone in the city without such review and such permit except in a zone where such use is specifically permitted by this title:

- (A) Airports.
- (B) Cemeteries.
- (C) Churches subject to the provisions of subsection 11-16-12(B) of this chapter.

**11-16-12: SPECIAL REQUIREMENTS ON CERTAIN UNCLASSIFIED CONDITIONAL USES:**

(A) Childcare Nurseries; Play Area Requirement:

1. There shall be provided on the lot or on adjacent premises a single play area of not less than seven hundred (700) square feet plus an additional sixty (60) square feet for each child in excess of ten (10) as shown by the maximum number of children which may be cared for at any time, pursuant to the license for the nursery.
2. The play area shall not be located in any required front or side yard.

(B) Institutional Buildings; Additional Yard Requirements: Any building erected, altered or used for school or church purposes, or as an institutional building, shall be located at least fifteen feet (15') from every lot line or any property included in any R zone, notwithstanding any lesser requirement in the zone where located; provided, such building shall not be required to be located more than five feet (5') from any lot line adjacent to any alley. With respect to the accessory buildings, the commission shall have authority to waive the foregoing requirements for good cause.

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

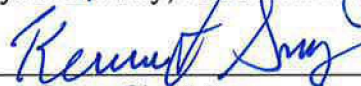
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**RECOMMENDATION:** Council consider request from the applicant “The Meeting Place Church” and direct staff to proceed with assisting the applicant with the Conditional Use Permit application.

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 Bryant Hemby, Assistant Planner

10/29/2014  
 Date

  
 Ken Grey, City Manager

10/31/2014  
 Date

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We \_\_\_\_\_ and \_\_\_\_\_  
 Ken Grey, City Manager Steven Yribarren, Interim Finance Director

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





**Division:** *The Meeting Place Church*

**Parent:** Praise Chapel Christian Fellowship of  
-----Churches and Ministries International

**Contact:**

**Lead Pastor**

Doug McKinnis

**Contact #:** (559) 360-2323

**Email:** [themeetingplacechurchselma@gmail.com](mailto:themeetingplacechurchselma@gmail.com)

**501c3 TAX ID #:** 77-0467726

**Bryant Hemby,**

**The Meeting Place Church** is apart of **Praise Chapel Christian Fellowship of Churches and Ministries International** and has been so for over 2 years now. Praise Chapel is Pentecostal in denomination, instruction and leadership but conduct our *church services* like a Non-denominational church. Non-Denominational simply means that our services can be found acceptable and or open to any of the Christian denomination. In other words we don't get caught up in the politics of church but just preach Jesus.

My wife **Kimberly McKinnis** will be speaking on behalf of The Meeting Place Church at the Selma City Hall on November 3<sup>rd</sup> at 6pm. in regards to a fee waiver or the possibility of a different solution. She is currently an educator in English with a Masters Degree in Business. I will not be able to attend, not because of a lack of understanding the importance of this decision but out of a prior obligation, which there is no substitute that can take my place in order for me to attend.

Our Service times at **The Meeting Place Church** which is located at **2172 E. Front St. Suite# 100 Selma, CA. 93662** in the Cook Building Complex is Sunday @10am-12pm. & Wednesday @ 7pm.-9pm. with temporary meetings/revivals. The building on **2225 Arrants St. Selma, CA. 93662** is where we **provide nursery** for our church services with the same time schedule as stated above.

The Meeting Place Church has been in operation for a little over two years now in our great city. While my wife and I are not native to Selma, CA. and made the choice to move here to start a church, we have developed a heart to reach ALL in our communities and to see people become productive individuals who give back to their city.

Pastor Doug McKinnis

**The Meeting Place**

**Office:** 2225 Front St. Selma, Ca. 93662 // **Website:** [www.mymeetingplace.org](http://www.mymeetingplace.org)





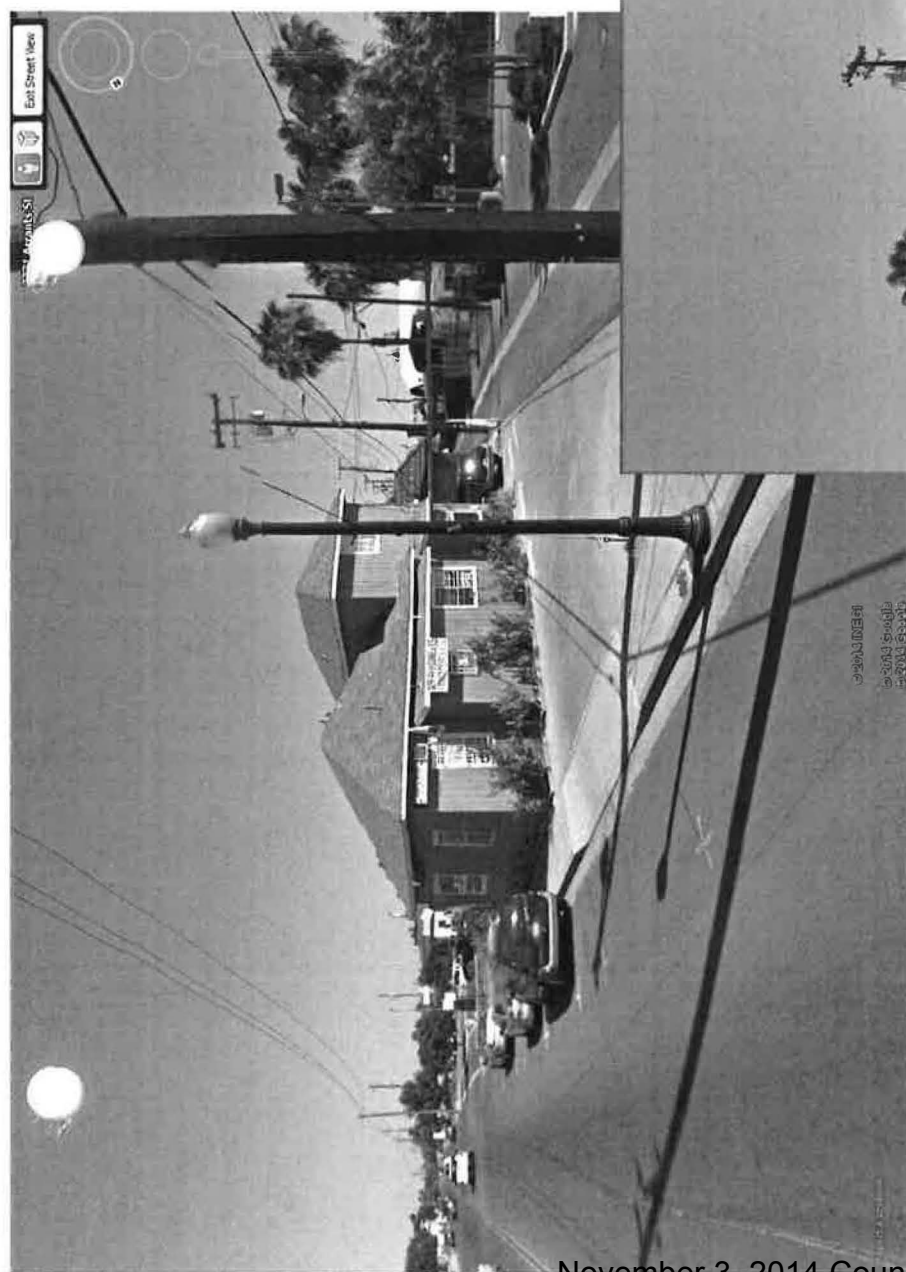
**SUBJECT PROPERTY**

**Location of nursery**  
**Location of church**



**CITY OF SELMA**  
**COMMUNITY DEVELOPMENT**  
**DEPARTMENT**





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

November 3, 2014

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**ITEM NO:** 3.

**SUBJECT:** Consideration and necessary action on authorization for City Manager to execute agreement to provide architectural services for the Shafer Park Restroom Renovation.

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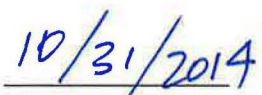
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**DISCUSSION:** During the October 20, 2014 City of Selma Council meeting, City Manager Grey provided an update to Council on the proposed restroom renovation at Shafer Park. After much discussion, it was the consensus of Council to move forward on the project, and City Manager Grey stated that the item would be brought back for Council Approval.

One of the first steps is to hire an architect to oversee the project. Staff recently requested architectural bids for the Shafer Park Restroom renovation. After review, staff is recommending Council approve and direct the City Manager to execute the agreement with William S. Blayney for option 1. Staff has attached the information for Council to review.

<b><u>COST:</u></b> (Enter cost of item to be purchased in box below)		<b><u>BUDGET IMPACT:</u></b> (Enter amount this non-budgeted item will impact this years' budget in box below -- if budgeted, enter NONE).
\$8,900		
<b><u>FUNDING:</u></b> (Enter the funding source for this item in box below -- if fund exists, enter the balance in the fund).		<b><u>ON-GOING COST:</u></b> (Enter the amount that will need to be budgeted each year in box below -- if one-time cost, enter NONE).
Funding Source: Parks & Rec Impact Fee Fund Account  Fund Balance:		

**RECOMMENDATION:** Council consider bid from William S. Blayney for option #1 of his proposal and authorize City Manager to execute agreements associated with the project; or authorize City Public Works and Engineering staff to directly contract out services of work scopes required to reconstruct park restrooms.


  
 Ken Grey, City Manager Date

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

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

**William S. Blayney, Architect**

1035 East Olive Avenue, Suite 102  
Fresno, CA 93728  
(559) 676-9399  
bblayney@comcast.net

October 23, 2014

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

Subject: City of Selma – Shafer Park Restroom Building Renovations  
WSB Architect Job No. 1404

Dear Ken,

Thank you for the opportunity to propose Architectural Services for the project noted above. The scope of the project is to renovate two existing restrooms, which includes replacement of the following: plumbing fixtures, toilet partitions, floor slab, floor drain, interior lighting. Wall finish at existing furred walls at restrooms to be removed in order to install new plumbing, then refinished with cement plaster over backer board. Restroom interior walls and ceilings to be painted, exposed concrete floors to receive a clear seal coat. The entire structure is to be re-roofed with a corrugated metal roofing system. Existing skylights at restrooms are to be infilled prior to re-roofing. Toilet accessories, including grab bars and signage, are to be furnished and installed by Owner.

As discussed in our meeting, Joey Daggett is to provide me with as-built drawings of the existing building. Joey will also forward me the City's standard front-end spec documents including; Notice to Contractors, Instructions to Bidders, Bid Form, Bid Bond Form, Designation of Subcontractors Form, Non-Collusion Declaration Form, Agreement Form, General Conditions, Supplemental Conditions (listing required insurance amounts), Performance Bond Form, Payment Bond Form.

To save cost, this proposal is based on the reuse of the Floor Plan CAD File prepared by Joey Daggett. A Site Plan showing location of accessible parking and accessible path of travel is **not** included. As additional cost saving measures, this proposal excludes Cost Estimating and the preparation of a Title 24 Report. This proposal is for Construction Document Phase services (preparation of plans and specs), Bidding Phase services, Construction Administration Phase services, coordination with the City's Hazardous Materials Consultant, one (1) Pre-Bid job meeting/walk thru, one (1) Pre-Construction meeting, Bi-Weekly site visits during construction, and project Close-Out.

**Option 1**

For the above services we ask \$8,900.

**Option 2**

If Construction Administration Phase services are eliminated from the above, we ask \$7,120.

**Exclusions:**

- Cost Estimating
- Title 24 Report
- Site Plan
- Renderings
- Plan Check Fees
- Hazardous Material Report
- Geotechnical Report
- Topographical/Utility Surveys
- Testing Lab Fees

Thank you for asking me to prepare this proposal. If you have any questions or need additional information, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'W. Blayney', written over a horizontal line.

William S. Blayney, Architect, LEED AP



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

**November 3, 2014**

**ITEM NO:** 4.

**SUBJECT:** Consideration and Necessary Action on Resolution Authorizing Execution of Purchase and Sale Agreement and Grant Deed Conveying to City of Kingsburg the Former Animal Shelter Property.

**DISCUSSION:** On July 15, 2014, pursuant to the directive of this Council declaring the parcel that is .80 acres near Clarkson and McCall Avenues as surplus property (APN 393-041-63), as required by law, the City solicited from public agencies potentially interested in acquisition of the property bids to purchase the property. The minimum bid price was set at \$16,000. The property is the site of the City's former Animal Shelter. There is a single building on the property which is in need of extensive renovation.

In response to its solicitation of offers to purchase the property, the City of Kingsburg made an offer to purchase the property at a price well in excess of the minimum bid at \$25,100. The City received no expression of interest from any other public entity.

The City Council considered the possible sale of this property to Kingsburg in closed session on August 4, 2014. The City Council unanimously approved the sale to Kingsburg at the bid price of \$25,100 subject to certain conditions. First, there is an easement and associated sewer infrastructure located along the South 48 feet of the parcel. The City of Selma is the owner of sewer infrastructure located within its Sphere of Influence and the Council directed that the South 48 feet of the parcel be severed from the parcel being sold to Kingsburg. A survey was conducted by the City Engineer locating the easement and the City has arranged for what amounts to a parcel split which severs this 48 feet so that the City of Selma retains title the sewer infrastructure. With the South 48 foot strip removed from the parcel being sold to Kingsburg, what is being sold is approximately .66 acres as opposed to .8 acres. This condition has been relayed to the City of Kingsburg. They have approved the condition and it does not affect the purchase price.

The City Council also directed the inclusion of two further conditions of sale (1) that Kingsburg acknowledge the property is not within its Sphere of Influence and that if and when the property is annexed to any city, it must be annexed to the City of Selma and (2) if Kingsburg uses the property as an animal shelter or for any similar purpose, Kingsburg must cause all of the structures on the property and enclosures or fences to be brought in compliance with all applicable building codes and standards relating to the operation of an animal shelter or pound. Kingsburg has agreed to these conditions as well and the parties have prepared a purchase agreement which includes these conditions (at paragraph 3.3) in addition to the deeds which effect Selma's retention of the South 48 foot strip where the sewer infrastructure is located.

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The proposed resolution authorizes the City Manager to execute both the deeds required to maintain title to the sewer infrastructure on the South 48 feet of this parcel in the City of Selma, the purchase agreement and the grant deed conveying the property to the City of Kingsburg called for by the purchase agreement. Approval of the resolution will result, without any further action of this Council, in an actual conveyance of the property, less the South 48 feet, to the City of Kingsburg in exchange for \$25,100. Escrow is scheduled to close on the agreement prior to the next regular meeting of this Council. Under the proposed purchase agreement, the conditions requiring annexation of the property to the City of Selma and Kingsburg's obligation to appropriately rehabilitate the property if it intends to use it as an animal shelter, expressly survive the conveyance of the property to Kingsburg.

{00012789.DOCX;1}

<b><i>COST:</i></b> (Enter cost of item to be purchased in box below)		<b><i>BUDGET IMPACT:</i></b> (Enter amount this non-budgeted item will impact this years' budget in box below – if budgeted, enter NONE).
		\$25,100 in sale proceeds, less negligible closing costs.
<b><i>FUNDING:</i></b> (Enter the funding source for this item in box below – if fund exists, enter the balance in the fund).		<b><i>ON-GOING COST:</i></b> (Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE).
Funding Source:  Not applicable.  Fund Balance:		Not applicable.

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**RECOMMENDATION:** Adopt Resolution Approving and Authorizing Execution of Agreement for Purchase and Sale of Real Property and Authorizing City Manager to Execute Agreement and all Associated Deeds or Required Documents.

---

/s/ Neal E. Costanzo  
Neal E. Costanzo, City Attorney

October 30, 2014  
Date

  
Ken Grey, City Manager

10/31/2014  
Date

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

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

{00012789.DOCX;1}

RESOLUTION NO. \_\_\_\_\_

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**A RESOLUTION OF THE CITY OF SELMA CITY COUNCIL  
APPROVING AND AUTHORIZING EXECUTION OF PURCHASE  
AND SALE AGREEMENT AND ASSOCIATED DEEDS**

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**WHEREAS**, the City owns the approximate .66 acres located in the County of Fresno, State of California, at or near Clarkson and McCall Avenues APN 393-014-63, has declared that property to be surplus property and solicited in accordance with applicable law bids from public entities and other interested agencies at a specified minimum bid price; and

**WHEREAS**, the City of Kingsburg has, in response, offered to purchase the property at a price above the minimum bid price, \$25,100, according to terms and conditions, all of which are specified in the attached purchase and sale agreement.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. The foregoing recitals are true and correct.
2. That this Council approves and authorizes its City Manager to execute the Agreement of Purchase and Sale that is attached as Exhibit A to this Resolution and to execute any deed or other document required to close escrow according to the terms of the Agreement of Purchase and Sale.
3. The City Council further approves, and authorizes its City Manager to execute the two deeds attached and incorporated by reference as Exhibits B and C to this Resolution which affect a parcel split so that the City retains the South 48 foot strip of the parcel that is the subject of the Agreement of Purchase and Sale.

\* \* \* \* \*

I, Reyna Rivera, City Clerk to the City of Selma do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Selma on November 3, 2014, by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

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George Rodriguez, Mayor Pro Tem

ATTEST:

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Reyna Rivera  
City Clerk of the City of Selma

## **AGREEMENT OF PURCHASE AND SALE**

THIS AGREEMENT OF PURCHASE AND SALE ("**Agreement**") is made as of the \_\_\_\_ day of November, 2014, by and between The City of Selma, a Municipal Corporation, ("**Seller**"), and City of Kingsburg, a Municipal Corporation ("**Buyer**").

### RECITALS

A. WHEREAS, Seller is the owner of certain land located in the County of Fresno, State of California, legally described on Exhibit "A", attached hereto ("**Land**"), together with all improvements thereon and appurtenances thereto ("**Improvements**"). (The Land and Improvements are hereinafter collectively referred to as the "Property").

B. WHEREAS, Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seiler, all on the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the covenants and Agreements contained herein, the parties hereto agree as follows:

1. **PURCHASE AND SALE**. Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, on the terms and conditions hereinafter set forth in this Agreement.

2. **PURCHASE PRICE**. The total purchase price ("**Purchase Price**") for the Property shall be Twenty Five Thousand, One Hundred Dollars (\$25,100.00), payable by Buyer to Seller as follows:

The cash sum of Twenty Five Thousand, One Hundred Dollars (\$25,100.00) shall be deposited in Escrow upon the opening thereof, the cash sum of \$25,100 shall be deposited in escrow upon the opening thereof for delivery to Seller upon Close of Escrow.

3. **CONDITION OF TITLE TO PROPERTY**.

3.1 Title to the Property shall be conveyed to Buyer upon the Close of Escrow.

3.2 Title to the Property shall be conveyed to Buyer by Grant Deed (on the Title Company's standard form Grant Deed), free and clear of all liens except for (i) liens securing real property taxes and assessments (which constitute liens not yet due and payable); and (ii) such other exceptions and reservations shown on a Preliminary Title Report ("**Preliminary Report**") issued by Placer Title Company ("**Title Company**") which are approved by Buyer. (All exceptions to title permitted pursuant to this Paragraph 3.2 are referred to in this Agreement as "Permitted Exceptions".) Seller agrees to furnish Buyer with a copy of the Preliminary Report, together with a copy of all recorded exceptions to title, ten days after opening of escrow. Buyer shall have ten (10) days after receipt of the Preliminary Report and the recorded exceptions to title within which to notify Seller in writing of Buyer's disapproval of any exceptions set forth in the Preliminary Report. In the event of Buyer's disapproval of the Preliminary Report, Seller, at its sole election (to be exercised by written notice to Buyer within five (5) days after receipt of Buyer's said notice of disapproval), shall have ten (10) days after Buyer's said disapproval within which to remove or otherwise remedy the disapproved exceptions. If Seller cannot eliminate or otherwise remedy the

disapproved exceptions within said ten (10) day time period, this Agreement shall thereupon terminate and all sums and documents deposited in Escrow shall be returned to the parties who respectively deposited the same, and Buyer and Seller shall each pay one-half (1/2) of the Escrow costs. Failure of Buyer to provide written disapproval of the Preliminary Report within the above time period shall be deemed approval.

3.3 Buyer agrees to consent to and will not object to annexation of the Property to the City of Selma in the event the Seller, or any other person, applies to the Local Agency Formation Commission to annex the Property to the City of Selma. Buyer acknowledges that the Property is not within its Sphere of Influence and that if and when the Property is annexed to a City, it shall be annexed to the City of Selma, Seller. Buyer further acknowledges and agrees that the Property was previously used by Seller as an animal shelter and that if Buyer uses the Property for the same or similar purpose, Buyer will cause all structures on the Property and all enclosures or fences to be brought into compliance with all applicable building codes and/or standards and any Code, Standard or Regulation of any local or State agency relating to the operation of an animal shelter or pound. These acknowledgments and agreements in this Section 3.3 of this Agreement by Buyer shall survive the Close of Escrow and recordation of the Grant Deed and Seller shall have the right, to enforce these acknowledgments and agreements and to obtain an order of the court requiring the specific performance thereof.

3.4 Title to the Property shall be evidenced by the commitment of the Title Company to issue a standard California Land Title Association policy of title insurance with liability in the amount of the Purchase Price showing title to the Property vested in (or as designated by) Buyer subject only to the Permitted Exceptions.

#### 4. CONTINGENCIES.

4.1 Buyer's obligation to purchase the Property is subject to the following contingencies described in subparagraphs (a) through (f), below in this Paragraph 4.1 ("**Contingencies**"), Each and all of the following Contingencies are for the sole benefit of Buyer and may be waived or deemed satisfied by Buyer in Buyer's sole and absolute discretion.

(a) Buyer's review and approval or objection of the Preliminary Report and all recorded exceptions to title as provided in Section 3.2 of this Agreement.

(b) Buyer's inspection and examination of the physical condition of the Property. Buyer shall have access to the Property at reasonable times and shall have the right to conduct, at Buyer's expense, soil tests, engineering feasibility studies, environmental investigations and such other studies with respect to the physical condition of the Property as Buyer may desire. Buyer shall have until November 7, 2014, to conduct such tests and studies, and to give written notice to Seller of any conditions unacceptable to Buyer for any reason or for no reason. Buyer shall hold and save Seller harmless from and against any and all loss, cost, damage, liability, injury or expense, arising out of or in any way related to damage to Property, injury to or death of persons, or the assertion of lien claims caused by such entry, inspection and implementation of soil tests, environmental investigations and other studies with respect to the physical condition of the Property conducted by Buyer. If Buyer elects to terminate this Agreement by reason of failure of the Contingency set forth in this subparagraph (b), Buyer shall promptly upon such election deliver to Seller all written reports, studies and information prepared by third parties for Buyer which pertain to the physical condition of the Property.

(c) Buyer's determination that zoning and other governmental regulations affecting the use of the Property are satisfactory for Buyer's intended use. Buyer shall have until November 7, 2014 to make such determination and to give written notice to Seller of any zoning or governmental regulations which are unacceptable to Buyer for any reason or for no reason. If Buyer disapproves of the satisfaction of any Contingency within the applicable time period provided above, Buyer's sole remedy shall be to terminate this Agreement and Seller shall have no obligation to remedy any Contingency which Buyer disapproves. If this Agreement terminates as a result of the failure of the satisfaction of any of the Contingencies, all sums and documents deposited in Escrow shall be returned to the parties who respectively deposited the same, and Buyer and Seller shall each pay one-half (1/2) of the Escrow costs.

(d) All representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects as of the date of this Agreement and as of the Close of Escrow.

(e) The Title Company shall be committed to issue to Buyer the Title Policy identified in Section 8.4 of this Agreement.

(f) Seller has performed and satisfied all material agreements and covenants required to be performed by Seller under this Agreement prior to or at the Close of Escrow.

4.2 If Buyer fails to give written notice to Seller of its disapproval of the Contingency set forth in Section 4.1(b) or (c) within the respective applicable time limit set forth above in Paragraph 4.1(b) or (c), it shall conclusively be deemed that Buyer has waived such Contingency and such Contingency shall conclusively be deemed satisfied.

## 5. REPRESENTATIONS AND WARRANTIES BY SELLER.

5.1 Seller makes the representations and warranties in this Paragraph 5, each and all of which shall survive any and all inquiries and investigations made by Buyer and shall survive the Close of Escrow and recordation of the Grant Deed.

5.1.1 Seller is a Municipal Corporation duly organized, validly existing and good standing under the laws of the State of California, and has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. Seller and the specific individual parties signing this Agreement on behalf of Seller represent and warrant that the parties signing this Agreement on behalf of the Seller have the full legal power, authority and right to execute and deliver this Agreement.

5.1.2 Neither the entering into this Agreement nor the performance of any of Seller's obligations under this Agreement will violate the terms of any contract, agreement or instrument to which Seller is a party.

5.1.3 Seller has not actually received any formal written notice and Seller is unaware of any claims of any pending widening modification or realignment of any street or highway contiguous to the Real Property or any existing or proposed eminent domain proceeding which would result in a taking of all or any part of the Property.



5.1.4 Seller has not actually received any formal written notice and Seller is unaware of any claims that any of the easements, covenants, conditions, restrictions or agreements to which the Property is subject interferes with or is breached by the use or operation of the Property as presently used and operated.

5.1.5 Seller has not been served (by means of formal, legal service of process as required by law) with any litigation, and no arbitration proceedings have been commenced, and Seller is unaware of any claims which do or will affect any aspect of the Property or Seller's ability to perform its obligations under this Agreement. In addition, within the last year, Seller has not been threatened in writing with any litigation (or arbitration) by a third party which would affect any aspect of the Property or Seller's ability to perform its obligations under this Agreement.

5.1.6 Seller has not actually received any formal written notice of and Seller is unaware of any claims, any presently uncured violation of any law, ordinance, rule or regulation (including, but not limited to, those relating to zoning, building, fire, health and safety) of any governmental, quasi-governmental authority bearing on the construction, operation, ownership or use of the Property.

5.1.7 There are not any written commitments to, or written agreements with, any governmental or quasi-governmental authority or agency materially affecting the Property which have not been heretofore disclosed by Seller to Buyer in writing.

5.1.8 Seller has not been served (by means of formal, legal service of process as required by law) or formally notified in writing by any governmental or quasi-governmental authority and Seller is unaware of any claims (i) that the Property or any adjoining property, contains or may contain any "Hazardous Materials" in violation of any "Environmental Regulations" (as those terms are defined in Paragraph 5.1.9, below); or (ii) that the Seller has not received or been served with any formal Notice of any storage, use or maintenance of Hazardous Materials on, in or under the Property in violation of any Environmental Regulations. In addition, to the best of Seller's knowledge, but without any specific investigation therefor, Seller has no actual knowledge of the presence on, in or under the Property of any Hazardous materials in any way related to all or any portion of the Property or the area surrounding the Property.

5.1.9 As used in this Agreement, the terms "Environmental Regulations" and "Hazardous Materials" shall have the following meanings:

(a) "Environmental Regulations" shall mean all applicable statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, and similar items, of all governmental agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, states and political subdivisions thereof and all applicable judicial and administrative and regulatory decrees, judgments and orders relating to the protection of human health or the environment, including, without limitation:

(i) all requirements, including but not limited to those pertaining to reporting, licensing, permitting, investigation and remediation of emissions, discharges, releases or threatened releases of Hazardous Materials, whether solid, liquid or gaseous in nature, into

the air, surface water, groundwater or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials, whether solid, liquid or gaseous in nature; and (ii) all requirements pertaining to the protection of the health and safety of employees or the public.

(b) "Hazardous Materials" shall mean (i) any flammable, explosive or radioactive materials, hazardous wastes, toxic substances or related materials including, without limitation, substances defined as "hazardous substances", "hazardous materials", "toxic substances" or "solid waste" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9601, et seq.; the hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Toxic Substances Control Act, 15 U.S.C., Section 2601 et seq.; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901 et seq.; and in the regulations adopted and publications promulgated pursuant to said laws; (ii) those substances listed in the United States Department of Transportation Table (49 C.F.R. 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 C.F.R. Part 302 and amendments thereto); (iii) those substances defined as "hazardous wastes", "hazardous substances" or "toxic substances" in any similar federal, state or local laws or in the regulations adopted and publications promulgated pursuant to any of the foregoing laws or which otherwise are regulated by any governmental authority, agency, department, commission, board or instrumentality of the United States of America, the State of California or any political subdivision thereof, (iv) any pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials, or substances within the meaning of any other applicable federal, state, or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders) relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, all as amended; (v) petroleum or any by-products thereof; (vi) any radioactive material, including any source, special nuclear or by-product material as defined at 42 U.S.C. Sections 2011 et seq., as amended, and in the regulations adopted and publications promulgated pursuant to said law; (vii) asbestos in any form or condition; and (viii) polychlorinated biphenyls.

5.1.10 Seller has neither engaged nor dealt with any broker or finder in connection with the sale contemplated by this Agreement, Seller shall pay, and shall hold Buyer harmless from and against, any commission or finder's fee payable to any broker or finder or any other party who represents or claims to represent Seller.

5.1.11 Other than those express representations and warranties contained in this Agreement, Seller makes no warranty or representation, express or implied, including but not limited to, implied warranties of merchantability and fitness for a particular purpose.

5.1.12 Except to the extent Seller has made a specific representation and warranty with respect thereto, no document or information provided by Seller to Buyer shall constitute a representation as to the completeness or accuracy of such documents or information.

## 6. REPRESENTATIONS AND WARRANTIES BY BUYER.

6.1 Buyer makes the following representations and warranties in this Paragraph 6, each and all of which shall survive any and all inquiries and investigations made by Seller and shall survive the Close of Escrow and recordation of the Grant Deed.

6.1.1 Buyer has neither engaged nor dealt with any broker or finder in connection with the sale contemplated by this Agreement. Buyer shall pay, and hold Seller harmless from and against, any commission or finder's fee payable to broker or finder, or any other party who represents or claims to represent Buyer.

6.1.2 Buyer is a Municipal Corporation, duly organized, validly existing and in good standing under the laws of the State of California which has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The Buyer, and the specific, individual parties signing this Agreement on behalf of Buyer represent and warrant that the parties signing this Agreement on behalf of the Buyer have the full legal power, authority and right to execute and deliver this Agreement.

6.1.3 Buyer has or will make its own investigation concerning the physical condition of the Property, condition of title or any other matter pertaining to the Property, and, other than the specific representations and warranties made by Seller pursuant to this Agreement, Buyer is not relying on any representations, warranties or inducements of Seller with respect to the physical condition of the Property, condition of title to the Property, or any other matter pertaining to the Property. Accordingly, except for those specific representations and warranties of Seller set forth in this Agreement, Buyer is purchasing the Property and each and every aspect thereof in an "as-is" condition,

## 7. INDEMNIFICATION.

7.1 Subject to any other provisions of this Agreement to the contrary, each party ("**Indemnitor**") agrees to indemnify and hold the other party ("**Indemnitee**") harmless from and against any claim, loss, damage or expense, including any reasonable attorneys fees (including attorneys fees on appeal), asserted against or suffered by the Indemnitee resulting from:

- (a) Any breach by the Indemnitor of this Agreement;
- (b) The inaccuracy or breach of any of the representations, warranties or covenants made by the Indemnitor.

7.2 Indemnitee shall submit any claim for indemnification under this Agreement to the Indemnitor in writing within a reasonable time after Indemnitee determines that an event has occurred which has given rise to a right of indemnification under this Paragraph 7 and shall give Indemnitor a reasonable opportunity to investigate and cure any default of Indemnitor under this Agreement and eliminate or remove any claim by a third party. Notwithstanding the foregoing, if the nature of Indemnitor's default or the third party claim is such that it would be impractical or unreasonable to give Indemnitor an opportunity to investigate and cure such default and remove such claim, Indemnitee need not give Indemnitor such opportunity.

7.3 If such claim for indemnification relates to a claim or demand presented in writing by a third party against Indemnitee, Indemnitor shall employ legal counsel reasonably acceptable to Indemnitee to defend any such claim or demand, and Indemnitee shall make

available to Indemnitor, and its legal counsel, all records and other materials in its possession or under its control reasonably required by Indemnitor for its use in contesting such liability. If Indemnitor fails to defend any such claim or demand, Indemnatee may do so at its option, but shall not have any obligation to do so, and any attorney fees, costs and expenses incurred by Indemnatee in the defense of any such claim shall be reimbursed by Indemnitor within ten (10) days after the date of written demand for reimbursement from Indemnatee.

## 8. ESCROW AND CLOSING.

8.1 As soon as possible after the full execution of this Agreement, Buyer and Seller shall open an escrow for the purpose of consummating the purchase and sale contemplated by this Agreement ("**Escrow**") by depositing an executed copy of this Agreement with Placer Title Company Fresno, California ("**Escrow Holder**"). This Agreement shall constitute escrow instructions to Escrow Holder. Seller and Buyer shall, promptly upon request by Escrow Holder, execute such additional escrow instructions as may be reasonably required by Escrow Holder, including Escrow Holder's standard printed conditions and stipulations with respect to escrows concerning the purchase and sale of real property; provided, however, that if there is any conflict between the provisions of this Agreement and the provisions of any such additional instructions, the provisions of this Agreement shall prevail. Upon delivery to Escrow of a fully executed copy of this Agreement by both parties, Escrow shall be deemed opened on the terms and conditions set forth in this Agreement.

8.2 Escrow shall close, and the Grant Deed shall be recorded in the Office of the County Recorder of Fresno County, California on November 14, 2014 ("**Close of Escrow**"), (a) Within the time set forth below, or if none is specified, prior to the Close of Escrow, Seller shall deliver to Escrow Holder, or if so indicated, to Buyer, least one (1) day prior to the Close of Escrow, the duly executed and acknowledged Grant Deed.

8.3 Buyer shall, at least one (1) day prior to Close of Escrow, deliver to Escrow Holder the cash Purchase Price, together with an additional sum sufficient to cover Buyer's closing costs.

8.4 On the Close of Escrow, the Escrow Holder shall record the Grant Deed and shall deliver the monies and instruments to which party is entitled pursuant to this Agreement, only when the Title Company is in a position to issue its CLTA policy of title insurance subject only (i) to the Permitted Exceptions; and (ii) Title Company's standard pre-printed exceptions, with liability in the amount of the purchase price, showing title to the Real Property vested in Buyer(or as designated by Buyer) ("**Title Policy**").

8.5 Upon Close of Escrow, possession of the Property shall be delivered to Buyer subject to the Permitted Exceptions, and the following items, documents and monies shall be delivered to the parties by Escrow Holder as set forth below:

(a) To Seller: the cash portion of the Purchase Price as set forth in Paragraph 2 as adjusted pursuant to this Agreement and reduced by the amount of Seller's closing costs as set forth in Paragraph 13.7.1, below.

(b) To Buyer: the Title Policy.

8.6 Upon Close of Escrow, Escrow and title charges shall be paid in the manner provided below.

8.6.1 Seller shall pay:

(a) The cost of any and all documentary transfer tax or stamps or other sales tax.

(b) One-half (1/2) of the Escrow fees.

8.6.2 Buyer shall pay:

(a) The cost of the title policy.

(b) All recording fees.

(c) One-half (1/2) of the Escrow fees.

8.7 Escrow Holder is authorized and instructed to debit Seller for Seller's closing costs as set forth in Paragraph 8.6.1, above.

## 9. PRORATIONS.

9.1 Prorations shall be made as of the Close of Escrow. All prorations shall be made on the basis of a thirty (30) day month and shall be paid in cash to Seller if it is entitled thereto, or shall be credited against the cash portion of the Purchase Price if Buyer is entitled thereto. Such prorations shall be made by Escrow Holder on the basis of a statement(s) approved by Buyer and Seller and deposited into the Escrow prior to the Close of Escrow. The date used for prorations is hereinafter referred to as the "Proration Date".

(a) All real estate taxes and all personal property taxes due and owing as of the Proration Date, and all penalties and interest thereon, shall be paid by Seller. Current real estate taxes, special assessments and personal property taxes which are not yet due and owing shall be prorated based upon the most recent tax bill, so that the portion of current taxes allocable to the period from the beginning of such tax year through the Proration Date shall be charged to and paid by Seller and the portion of the current taxes allocable to the portion of such tax year from the Proration Date to the end of such tax year shall be charged to and paid by Buyer. Proration of taxes and assessments shall be final as of the Proration Date, regardless of the amount of taxes or assessments that actually are, or subsequently become, due.

10. SURVIVAL OF CLOSE OF ESCROW. All representations, warranties, covenants, conditions, Agreements and obligations contained in or relating to this Agreement shall survive the Close of Escrow and the recordation of the Grant Deed and shall not merge therein unless specifically stated otherwise in this Agreement.

11. NOTICES. All notices to be given pursuant to this Agreement shall be either (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) overnight courier (such as Federal Express, DHL, etc.); or (iv) by telecopy transmittal. If sent via certified or registered mail, receipt shall be deemed effective forty-eight (48) hours after being deposited in the United States mail. If sent via telecopy transmission, a confirming copy shall be sent to the



sender, and receipt of the telecopy transmittal shall be deemed made twenty-four (24) hours after the sending thereof. If sent via overnight courier, receipt shall be deemed effective twenty-four (24) hours after the sending thereof. All notices to be given pursuant to this Agreement shall be given to the parties at the following respective address.

SELLER:

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

BUYER:

Alexander J. Henderson  
City Manager  
City of Kingsburg  
1401 Draper Street  
Kingsburg, California 93631

12. ENTIRE AGREEMENT. This Agreement, and the Exhibit attached hereto, represent the entire agreement between the parties in connection with the transactions contemplated hereby and the subject matter hereof and this agreement supersedes and replaces any and all prior and contemporaneous agreements, understandings and communications between the parties, whether oral or written, with regard to the subject matter hereof. There are no oral or written agreements, representations or inducements of any kind existing between the parties relating to this transaction which are not expressly set forth herein. This Agreement may not be modified except by a written agreement signed by both Buyer and Seller.

13. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, administrators, successors in interest and assigns.

14. WAIVER. No waiver by any party at any time of any breach of any provision of this Agreement shall be deemed a waiver or a breach of any other provision herein or a consent to any subsequent breach of the same or another provision. If any action by any party shall require the consent or approval of another party, such consent or approval of such action on any one occasion shall not be deemed a consent to or approval of such action on any subsequent occasion or a consent to or approval of any other action.

15. CAPTIONS AND HEADINGS. The captions and paragraphs numbers appearing in this Agreement are inserted only as a matter of convenience and do not define, limit, construe, or describe the scope or intent of this Agreement.

16. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be considered an original and all of which taken together shall constitute one and the same instrument.

17. GOVERNING LAW. This Agreement has been prepared, negotiated and executed in, and shall be construed in accordance with, the laws of the State of California. Any action or proceeding relating to or arising out of this Agreement shall be filed, if a State action, in the Superior Court of the State of California for the County of Fresno, or if a Federal action, in the United States District Court for the Eastern District of California.



18. ATTORNEYS FEES. If either party named herein brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action (or proceeding), on trial or appeal, shall be entitled to its reasonable attorneys' fees to be paid by the losing party as fixed by the Court (or if applicable, the arbitrator).

19. TIME OF ESSENCE. Time is of the essence with respect to all matters contained in this Agreement.

20. DATE OF AGREEMENT. All references in this Agreement to "the date of this Agreement" or "the date hereof" shall be deemed to refer to the date set forth in the first paragraph of this Agreement.

21. INVALIDITY OF ANY PROVISION. If any provision (or any portion of any provision) of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction under present or future laws effective during the term of this Agreement, the legality, validity, and enforceability of the remaining provisions (or the balance of such provision) shall not be affected thereby.

22. NO RECORDATION. Buyer shall not record this Agreement, any memorandum of this Agreement, any assignment of this Agreement, or any other document which would cause a cloud on the title to the Property.

23. DRAFTING OF AGREEMENT. Buyer and Seller acknowledge that this Agreement has been negotiated at arm's length, that each party has been represented by independent counsel and that this Agreement has been drafted by both parties and no one party shall be construed as the draftsman,

24. NO THIRD PARTY BENEFICIARY RIGHTS. This Agreement is entered into for the sole benefit of Buyer and Seller and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

25. INCORPORATION OF EXHIBITS. Each and all of the exhibits attached to this Agreement are incorporated herein as if set forth in full in this Agreement.

*(Signatures on the following page)*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth in the first paragraph of this Agreement.

SELLER:  
City of Selma

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KEN GREY, City Manager

BUYER:  
City of Kingsburg

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ALEXANDER J. HENDERSON, City Manager

F:\WORD\11\11141.230\Purchase & Sale Agreement FINAL 101614.docx

Exhibit "A"  
Legal Description of Land

**PORTION OF APN 393-140-63T**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA, CITY OF SELMA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1 OF PARCEL MAP NO. 26, ACCORDING TO THE MAP THEREOF, RECORDED IN BOOK 18, PAGES 47 AND 48 OF PARCEL MAPS, FRESNO COUNTY RECORDS.

EXCEPTING THEREFROM THE SOUTH 48.00 FEET

CONTAINS AN AREA OF 0.55 ACRES, MORE OR LESS.

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

City of Selma

A.P.N ptn of 393-140-63t

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## GRANT DEED

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$NONE

( ) Unincorporated Area ( ) City of

( ) computed on full value of property conveyed, or

(XX) computed on full value less value of liens and encumbrances remaining at time of sale

EXEMPT FROM TRANSFER---CITY OF SELMA TO CITY OF SELMA

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

City of Selma, a public body, corporate and politic

Hereby GRANTS TO:

City of Selma, a public body, corporate and politic

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA, CITY OF SELMA, AND IS DESCRIBED AS FOLLOWS:

THE SOUTH 48.00 FEET OF PARCEL 1 OF PARCEL MAP NO. 26, ACCORDING TO THE MAP THEREOF, RECORDED IN BOOK 18, PAGES 47 AND 48 OF PARCEL MAPS, FRESNO COUNTY RECORDS.

CONTAINS AN AREA OF 0.14 ACRES, MORE OR LESS.

Dated: \_\_\_\_\_, 2014

**PAGE 2 OF GRANT DEED  
EXECUTED BY:**

**City of Selma, a public body, corporate and politic**

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

**Name and title Printed**

\_\_\_\_\_

**STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_**

**On \_\_\_\_\_, 2014 before me, \_\_\_\_\_,**

**Notary Public,**

**personally appeared \_\_\_\_\_**

**who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.**

**I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.**

**WITNESS my hand and official seal.**

**Signature:** \_\_\_\_\_

**(seal)**

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

City of Selma

A.P.N ptn of 393-140-63t

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## GRANT DEED

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$NONE

( ) Unincorporated Area ( ) City of

( ) computed on full value of property conveyed, or

(XX) computed on full value less value of liens and encumbrances remaining at time of sale

EXEMPT FROM TRANSFER---CITY OF SELMA TO CITY OF SELMA

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

City of Selma, a public body, corporate and politic

Hereby GRANTS TO:

City of Selma, a public body, corporate and politic

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA, CITY OF SELMA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1 OF PARCEL MAP NO. 26, ACCORDING TO THE MAP THEREOF, RECORDED IN BOOK 18, PAGES 47 AND 48 OF PARCEL MAPS, FRESNO COUNTY RECORDS.

EXCEPTING THEREFROM THE SOUTH 48.00 FEET OF SAID PARCEL 1 OF SAID PARCEL MAP NO. 26 REFERRED TO ABOVE.

CONTAINS AN AREA OF APPROXIMATELY .66 ACRES, MORE OR LESS.

Dated: \_\_\_\_\_, 2014



**PAGE 2 OF GRANT DEED  
EXECUTED BY:**

**City of Selma, a public body, corporate and politic**

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

Ken Grey, City Manager

**STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_**

**On \_\_\_\_\_, 2014 before me, \_\_\_\_\_,**

**Notary Public,**

**personally appeared \_\_\_\_\_**

**who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.**

**I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.**

**WITNESS my hand and official seal.**

**Signature:** \_\_\_\_\_

**(seal)**

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

November 3, 2014

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**ITEM NO:** 5.

**SUBJECT:** Consideration and necessary action on new laws affection  
bicycle transportation

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**DISCUSSION:** Verbal Report Only.

**D. New Laws Affecting Bicycle Transportation [Thompson] [INFORMATION]**

**Summary:** Legislation recently signed into law by Governor Brown is further evidence of the increased emphasis on active transportation in California and specifically bicycle transportation. Although previously agendized separately at the bill stage, it is worth noting them together now that they are law to better appreciate the overall policy initiatives in this area.

Assembly Bill 1193 amends the Streets and Highways Code relating to bikeways. Bikeways for decades have been categorized into three classes of facilities. An additional Class IV bikeway is now established, for which Caltrans must develop minimum safety design criteria. Class IV bikeways, also known as "cycletracks" or "protected bike lanes," are bikeways that provide a right-of-way designated exclusively for bicycle travel within a roadway physically separated from other vehicle traffic with devices, including but not limited to grade separations, flexible posts, inflexible physical barriers, or parked cars. Long Beach, where cycletracks in the downtown area have been open for nearly three years, as part of a federal experiment (i.e. demonstration project), reports a substantial increase in the number of bicyclists and a dramatic decrease in the number of both bike and vehicle related crashed, attributed by the city to the traffic calming associated with the installation of the separated lanes. This law could be significant for future bikeway planning and construction in our own county.

Senate Bill 1183 authorizes cities, counties, and regional parks districts to impose, subject to two-thirds voter approval, vehicle registration surcharges up to \$5.00 on motor vehicles registered within their respective jurisdictions until January 1, 2025. Net revenues are to be used for improvements to paved and natural surface trails and bikeways, including development of new trails and bikeways, rehabilitation and expansion of existing trails and bikeways, and maintenance and upkeep of existing bikeway and trail systems. In addition to the safety benefits of new bikeway and trail infrastructure and the maintenance of existing bikeways and trails, bike infrastructure supports the state's goal to promote walking and biking through the state's Active Transportation Program, and also supports the objectives of SB 375, the Sustainable Communities Act.

Assembly Bill 1371 requires people driving cars to give people riding bicycles at least three feet of clearance when passing. If a three-foot buffer is not available, a driver must then slow to a safe speed and pass when no danger is present. Unlike the other two laws, this is not a new law as the Governor signed this bill about a year ago. However, this law just finally went into effect on September 16, 2014. Safety is the major reason for this law. Getting hit from behind or sideswiped by a car passing too closely is one of the top ways bicyclists are injured. In fact, according to the League of American Bicyclists, up to 40 percent of fatal bike crashes are caused by unsafe passing. California joins 24 other states with similar laws.

**Action:** Information item. Direction may be provided at the discretion of the Committee.

**III. OTHER BUSINESS**

**A. Items from Staff**

**B. Items from Members**

**IV. PUBLIC PRESENTATIONS**

**A. Public Presentations**