

**CITY OF SELMA
WORKSHOP/PRE-COUNCIL MEETING
November 3, 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 Council member Derr. Mayor Pro Tem Rodriguez arrived at 5:06 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.

EXECUTIVE SESSION: Council member Derr recessed the meeting into Executive Session at 5:03 p.m., to discuss two cases of Pending Litigations pursuant to Government Code Section 54956.9: Selma Peace Officers Association v. City Of Selma and City of Selma v. City of Kingsburg.

The meeting reconvened at 5:58 p.m., with Mayor Pro Tem Rodriguez stating that there was no reportable action to declare.

ADJOURNMENT: There being no further business, the meeting adjourned at 5:59 p.m.

Respectfully submitted,

Reyna Rivera
City Clerk

George Rodriguez
Mayor Pro Tem of the City of Selma

**CITY OF SELMA
REGULAR COUNCIL MEETING
November 3, 2014**

The regular meeting of the Selma City Council was called to order at 6:05 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: Pastor Janet Chapman led the Invocation.

MEASURE “S” UPDATE: Chairperson Dr. Stan Louie stepped forward to report that the Measure “S” Oversight Committee reviewed and approved the revenue received from the Measure “S” funds and that the expenditures were allocated appropriately for fiscal year 2013-2014. He was thanked for his service to the Community by Council.

SELMA POLICE OFFICERS ASSOCIATION: Officer Guzman, Selma Police Officers Association President, stepped forward to announce the First Association Member of the Quarter Award to Community Services Officers Steven Mares. Council congratulated him for his continued service to the residents of Selma.

CONSENT CALENDAR: Council member Avalos requested that agenda item 1.d. be pulled for separate consideration. City Manager Grey requested that Council pull agenda item 1.g. for separate consideration, and Mayor Pro Tem Rodriguez requested that agenda item 1.h. 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 Derr. Motion carried with the following vote:

AYES: Robertson, Derr, Avalos, Rodriguez

NOES: None

ABSTAIN: None

ABSENT: None

- a. Minutes of the October 20, 2014 workshop/pre-Council meeting approved by standard motion.
- b. Minutes of the October 20, 2014 regular meeting approved by standard motion.
- c. RESOLUTION NO. 2014-54R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA AUTHORIZING CITY MANAGER TO SUBMIT APPLICATION/IMPLEMENT PROJECT FOR SAN JOAQUIN VALLEY.

- d. Pulled for separate discussion.
- e. RESOLUTION NO. 2014-51R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA 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.
- f. RESOLUTION NO. 2014-52R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA 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
- g. Pulled for separate discussion.
- h. Pulled for separate discussion.
- i. Check register dated October 29, 2014 approved by standard motion.

AGENDA ITEM 1.d. CONSIDERATION AND NECESSARY ACTION ON AWARDING LANDSCAPE SERVICES BID FOR PIONEER VILLAGE AND AUTHORIZING CITY MANAGER TO EXECUTE AGREEMENT: After discussion, motion to AWARD BID TO CASTELLANOS SERVICES, INC. FOR THE LANDSCAPE SERVICES AT PIONEER VILLAGE AND AUTHORIZE CITY MANAGER TO EXECUTE AGREEMENT was made by Council member Avalos and seconded by Council member Derr. Motion then carried with the following vote:

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

AGENDA ITEM 1.g. CONSIDERATION AND NECESSARY ACTION ON APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE FRESNO COUNTY RURAL TRANSIT AGENCY (FCRTA) AND THE CITY FOR SAFETY AND SECURITY FOR PUBLIC TRANSIT: City Manager Grey introduced Mr. Moses Stites representing FCRTA who stepped forward and provided background information on the proposed MOU. After discussion, motion to approve the MEMORANDUM OF UNDERSTANDING BETWEEN THE FRESNO COUNTY

RURAL TRANSIT AGENCY AND THE CITY FOR SAFETY AND SECURITY FOR PUBLIC TRANSIT 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

After the MOU was approved, Mr. Moses Stites then presented Council with a check for \$2600, the full amount of the agreement.

AGENDA ITEM 1.h. CONSIDERATION AND NECESSARY ACTION ON REJECTION OF A LATE CLAIM APPLICATION MARIA P. VASQUEZ – CLAIMANT: After much discussion, motion to REJECT THE LATE CLAIM APPLICATION OF MARIA P. VASQUEZ, CLAIMANT was made by Council Derr and seconded by Council member Robertson. Motion then carried with the following vote:

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

CONSIDERATION AND NECESSARY ACTION ON REQUEST OF WAIVER OR DEFERMENT OF FEES BY PASTOR DOUG MCKINISS OF THE “MEETING PLACE CHURCH” FOR A CONDITIONAL USE PERMIT: City Manager Grey explained that the City received a request of waiver and deferment of fees by Pastor Doug McKiniss for a Conditional Use Permit at 2225 Arrants Street.

Mrs. Kimberly McKiniss, representing the Meeting Place Church, stepped forward and provided further information on their request to Council.

After much discussion, motion to negotiate a payment plan with the City of Selma was made by Council member Derr and seconded by Council member Robertson. Motion then carried with the following vote:

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

CONSIDERATION AND NECESSARY ACTION ON AUTHORIZATION FOR CITY MANAGER TO EXECUTE AGREEMENT TO PROVIDE ARCHITECTURAL SERVICES FOR THE SHAFER PARK RESTROOM RENOVATION: City Manager Grey reported on the issue and discussed the scope of work for the Shafer Park Restrooms.

After discussion, motion to AUTHORIZE AND DIRECT CITY PUBLIC WORKS AND ENGINEERING STAFF TO CONTRACT OUT THE SERVICES REQUIRED FOR THE SHAFER PARK RESTROOM RENOVATION was made by Mayor Pro Tem Rodriguez and seconded by Council member Derr. Motion carried with the following vote:

AYES: Rodriguez, Derr, Avalos, Robertson

NOES: None

ABSTAIN: None

ABSENT: None

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: City Attorney Costanzo reviewed the agreement for Council, and the detailed conditions outlined in the agreement.

After much discussion, motion to approve RESOLUTION NO. 2014 – 53, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA APPROVING AND AUTHORIZING EXECUTION OF PURCHASE AND SALE AGREEMENT AND ASSOCIATED DEEDS 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 DISCUSSION ON NEW LAWS AFFECTING BICYCLE TRANSPORTATION: City Manager Grey discussed for Council new laws affecting bicycle transportation and referred to Senate Bill 1183 Vehicle Registration Fees for bicycle transportation.

After discussion, City Manager Grey stated that there is no action needed since this item was placed on the agenda as an informational item.

DEPARTMENTAL REPORTS: City Manager Grey requested that Mayor Pro Tem Rodriguez appoint two Council members to work with him on the various Commission

appointments. After discussion, Mayor Pro Tem Rodriguez appointed Council member Avalos and Council member Derr.

Police Chief Garner reported on receiving a grant from the Alcoholic Beverage Control Board.

Community Services Director Kirchner reported on the successful casting of the upcoming Mary Poppins play at the Arts Center.

COUNCIL REPORTS: Council member Avalos thanked Selma Rotary for their hard work on the parade.

Council member Derr forwarded a flyer that he had received to Community Services Director Kirchner regarding Selma Youth Football.

Council member Robertson reported that the Second Chance Animal Shelter recently picked up a fox, and that the Animal Control Officer is in the process of educational presentations at various Selma schools.

Mayor Pro Tem Rodriguez commented on the issue of multiple events at one time in Selma, inquired about the restroom restoration timeline, and reported on attending a recent Leadership Alumni meeting regarding the Selma Signs, encouraged Council to attend an upcoming school board meeting.

ADJOURNMENT: There being no further business, the meeting was adjourned at 7:51 p.m.

Respectfully submitted,

Reyna Rivera
City Clerk

George Rodriguez
Mayor Pro Tem of the City of Selma

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

November 17, 2014

ITEM NO: 1.C

SUBJECT: New Fire and Ambulance billing service

BACKGROUND:

The Selma Fire Department, along with the City Finance Department, must process every bill generated by business inspections, false alarms, first responder fees, etc. We have been using American Ambulance to bill for our ambulance service since 2005. American Ambulance does not possess the ability to bill for anything but ambulance runs. Working with Finance over the last year it became apparent that we needed to look for a better way to capture our revenue streams and provide a quicker turnaround time in bill processing.

DISCUSSION:

Fire and Ambulance billing is a dynamic and complex process. The City of Selma Fire Department can bill for not only ambulance, but inspections, false alarms and first responder fees. After an internal audit we discovered that we need to bundle these fees into one stop shop approach. Fire Recovery is that one stop shop. This will allow us to move our current billing practices into the age of electronic billing and allow the customer to use online billing computer based inspection programs, and keep us up to date in the latest trends for ambulance billing. This will also decrease work load in our finance department given the fact that all billing will be handled by Fire Recovery.

FISCAL IMPACT:

The Fire Department should see that insurance payments for pre-hospital emergency medical services will be approved and not denied by health insurance programs including Medicare. A more user friendly billing program for fire fees should result in quicker payments. It is difficult, if not impossible, to predict the exact amount of revenue that is anticipated because of the multitude of insurances and what each explanation of benefit considers reimbursable. However, with this streamlined billing that is in line with current industry standards it is assumed that this will affect reimbursements for services positively.

ALTERNATIVES:

Do not accept the proposed new billing service, in which case staff will work with American ambulance billers and Finance to provide the most efficient billing possible.

ACTIONS FOLLOWING APPROVAL:

Concurrent with the Fire Department's change in Ambulance rates. We will work with Fire Recovery to implement these programs as quickly as possible.

<u>COST:</u> (Enter cost of item to be purchased in box below)		<u>BUDGET IMPACT:</u> (Enter amount this non-budgeted item will impact this years' budget in box below – if budgeted, enter NONE).
\$5000.00 cost of software and equipment		New software and equipment and training will be covered by ambulance enterprise acct
<u>FUNDING:</u> (Enter the funding source for this item in box below – if fund exists, enter the balance in the fund).		<u>ON-GOING COST:</u> (Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE).
Funding Source: ambulance enterprise acct Fund Balance:		Cell phone service for new mobile computers used for inspections. We will shop for best price once approved

RECOMMENDATION:

Staff is recommending City Council Resolution No. _____ for the purpose of moving fire and ambulance billing to Fire Recovery USA.



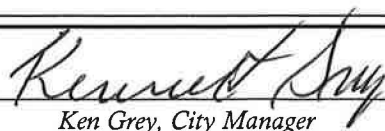
Michael Kain, Fire Chief

11/12/14
Date



Ken Grey, City Manager

11/13/2014
Date

We 
Ken Grey, City Manager

and


Steve Yribarren, Financial Consultant

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

RESOLUTION NO. 2014 –__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA
AUTHORIZING AGREEMENT FOR AMBULANCE BILLING**

WHEREAS, the City of Selma operates an ambulance service and provided Emergency Medical Services to the community; and

WHEREAS, the billing for this service is a vital component of the Ambulance Service being provided to the citizens of the community; and

WHEREAS, the City of Selma desires to utilize the most effective and efficient means available for providing this service; and

WHEREAS, on behalf of the citizens of Selma it is important to reduce expenditures whenever possible while maintaining the high level of service expected.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Selma that the City Manager be authorized and directed to enter into an agreement for Ambulance Billing Service with Fire Recovery USA, LLC.

The foregoing Resolution was duly adopted by the City Council of the City of Selma at a regular meeting held on the ___th day of _____, 2014, by the following vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTENTIONS: COUNCIL MEMBERS:

George Rodriguez
Mayor Pro Tem of the City of Selma

ATTEST:

Reyna Rivera
City Clerk of the City of Selma

ITEM NO:

1 . D .

SUBJECT: Amending of the Fire Department's Ambulance Fee Schedule

BACKGROUND:

In January of 2010 the City Council approved fees, which outlined the fees for emergency medical services provided by the Fire Department. The fee schedule change at that time was to bring the fees charged by the Fire Department in line with then current Center for Medicare Services (CMS) standards. Since 2010 the fees have remain unadjusted despite changes in the guidelines from the CMS. The Fire Department is proposing to bundle and adjust the Ambulance Fees that have been set forth and approved by the Selma City Council. This action is a result of guidelines set forth by Center for Medicare Services, Medicare Processing Claims Manual, Section 20.1.1 – General (Rev. 1696). These guidelines establish what is permissible for billing and what is not permitted. Included in these new guidelines is the bundling of fees previously accounted separately, plus the cost associated with an extra attendant when medically necessary. With a new fee schedule this inefficient and outdated practice will be eliminated.

The Fire Department participates yearly in an Ambulance Fee Survey completed by the Central California EMS Agency and the Fire Department's current fees are among the average fees for prehospital emergency medical services within the Fresno, Kings, Madera and Tulare county region. The proposed bundled fee schedule continues to keep those fees at an average rate among the four counties.

DISCUSSION:

In the course of reviewing our ambulance billing practices and working with our new biller we have discovered that several inefficiencies exist in our current ambulance fee structure. The current fee schedule has not been reviewed or adjusted since 2010 despite changes from the Center for Medicare Services. Ambulance billing is a dynamic and complex process and the review and adjustment of the Fire Department's ambulance fees to meet the requirements of insurance companies, both public and private, require updating to current industry standards.

REASON FOR RECOMMENDATION:

Current fees for the delivery of prehospital emergency medical services are not in line with current guidelines with the Center for Medicare Services. Due to the outdated practices of this fee schedule our ambulance billing company may have significant challenges billing health insurances, both public and private.

FISCAL IMPACT:

The Fire Department should see that insurance payments for prehospital emergency medical services will be approved and not denied by health insurance programs including Medicare with the proposed fee schedule. It is difficult, if not impossible, to predict the exact amount of revenue that is anticipated with the proposed fee schedule because of the multitude of insurances and what each explanation of benefit considers reimbursable. However, with this streamlined fee schedule that is in line with current industry standards it is assumed that this will affect reimbursements for services positively.

ALTERNATIVES:

Do not accept the proposed fee schedule, in which case staff will work with ambulance billers to produce the most efficient billing schedule possible.

ACTIONS FOLLOWING APPROVAL:

After approval the new fee schedule will be implemented. Concurrent with the Fire Department's move to the new ambulance biller.

<u>COST:</u> <i>(Enter cost of item to be purchased in box below)</i>		<u>BUDGET IMPACT:</u> <i>(Enter amount this non-budgeted item will impact this years' budget in box below – if budgeted, enter NONE).</i>
Cost based on % of revenue collected.		None: this will be covered by what we were paying American.
<u>FUNDING:</u> <i>(Enter the funding source for this item in box below – if fund exists, enter the balance in the fund).</i>		<u>ON-GOING COST:</u> <i>(Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE).</i>
Funding Source: Ambulance Enterprise acct Fund Balance:		


RECOMMENDATION:

Staff is recommending City Council Resolution No. _____ for the purpose of bundling ambulance fees in accordance with guidelines from the Center for Medicare Services.



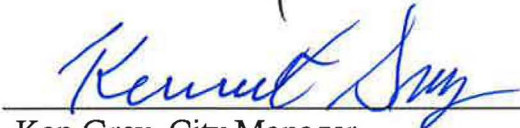
Michael Kain, Fire Chief

11/12/14
Date



Steve Yribarren, Financial Consultant

11/12/14
Date



Ken Grey, City Manager

11/13/2014
Date

RESOLUTION NO. 2014-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA
AMENDING AMBULANCE FEES AND SERVICE CHARGES FOR
EMERGENCY MEDICAL SERVICES AND ADOPTING BILLING PROCEDURES

WHEREAS, the City of Selma, pursuant to the Emergency Medical Services Agreement, hereinafter "EMS Agreement," between the City of Selma and the County of Fresno, has established and is providing Ambulance and Emergency Medical Services within the City of Selma and County Ambulance Zone G. of the proposed Executive Order attached hereto and incorporated herein by reference: and

WHEREAS, the rates and charges for Ambulance and Emergency Medical Services provided by City will hereafter be set consistent with the procedures set forth in Selma City user fees.

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

1. the Selma Fire Department shall provide ambulance and emergency medical services within the City of Selma and Fresno County Zone G consistent with the EMS Agreement.
2. The Selma Fire Department shall respond to calls for emergency medical and ambulance services within the boundaries described above or as dictated by the EMS Agreement. The Selma City ambulance shall deliver emergency patients to regularly organized emergency hospitals in the Selma-Fresno area or to such private or public medical facilities as may be required for the proper care of the patient. Such private facilities shall include private hospitals or doctors' offices.
3. The rates be charged for ambulance and emergency medical services shall be as set forth in the attached fee schedule.
4. The Selma Fire Department shall maintain an agreement with the County of Fresno to provide pre-hospital emergency medical services including ambulance transport services. The County agrees to reimburse the Selma Fire Department for appropriate non-transports (dry runs) and uncollectible transports. Selma Fire Department will follow procedures as outlined in Central California EMS Agency Policy 205.

5. When a private individual requests an ambulance for themselves or members of their household and service is provided but the patient does not want transport to the hospital, the treat, non-transport charge shall be billed to the declining patient. If a service is given to the patient, the patient shall be billed for those service's performed on the scene.
6. When a private individual in good faith summons an ambulance in an effort to aid another for whom he/she is not responsible and who reasonably appears to be ill or injured but does not in fact require such service, the requesting person shall not be charged.

I hereby certify that the foregoing was duly passed and adopted by the City Council of the City of Selma, California, at a regular meeting held on November 17, 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 of the City of Selma

SELMA CITY COUNCIL

AMBULANCE FEE ADMENDING

The Fire Department is proposing to bundle and adjust the Ambulance Fees that have been set forth and approved by the Selma City Council.

The new fee adjustment is a result of an internal audit done by Fire Department Administration and Finance Department for the purpose of bundling fees concurrent with guidelines from the Center for Medicare Services.

	Existing		Proposed
Ambulance Service	Resident	Non-Resident	1 ALS/ ALS 2 & 1 BLS Base
ALS 1 Base	\$ 870.00	\$ 970.00	\$ 1200.00
ALS 1 Emergency Base	\$ 965.00	\$ 1065.00	
ALS 2 Base	\$ 965.00	\$ 1065.00	\$ 1400.00
BLS Base	\$ 612.00	\$ 712.00	\$ 1000.00
BLS Emergency Base	\$ 707.00	\$ 807.00	
Emergency	\$ -	\$ -	\$ -
Night	\$ 95.00	\$ 105.00	\$ 105.00
EKG	\$ 120.00	\$ 130.00	\$ -
Oxygen	\$ 95.00	\$ 105.00	\$ -
Mileage	\$ 26.00\mile	\$ 27.00\mile	\$ 26.00\mile
Extra Attendant	\$ -	\$ -	\$ 125.00
Treat/Non-Transport	\$ 150.00	\$ 150.00	\$ 150.00
First Responder	\$ 325.00	\$ 325.00	\$ 200.00
Wait time	\$ -	\$ -	Fully burden rate
Special Event/Standby 2 staff per hr.	Fully burden rate	Fully burden rate	Fully burden rate

ITEM NO:

1 . E .

SUBJECT:

Award contract to Don Berry Construction for construction of stamped concrete and asphalt improvements on Tucker Street.

DISCUSSION:

Don Berry Construction was requested to prepare a proposal for construction of stamped concrete bands on Tucker Street to provide traffic calming and identity to the City Hall / Fire Administration facilities. The scope of work is as follows:

- Sawcut and remove asphalt concrete at 4 locations, each 6 feet wide.
- Install stamped and colored concrete with a cobblestone pattern
- Demo the existing pavement between two locations that will define a pathway between City Hall and the Fire Administration building and repave with 3" asphalt concrete
- Seal coat and restripe new asphalt.
- Seal stamped concrete surface

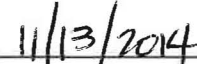
The total price for this construction is \$22,050.

<u>COST:</u> <i>(Enter cost of item to be purchased)</i>		<u>BUDGET IMPACT:</u> <i>(Enter amount this non-budgeted item will impact this years' budget – if budgeted, enter NONE).</i>
\$22,050		\$22,050
<u>FUNDING:</u> <i>(Enter the funding source for this item – if fund exists, enter the balance in the fund).</i>		<u>ON-GOING COST:</u> <i>(Enter the amount that will need to be budgeted each year – if one-time cost, enter NONE).</i>
Funding Source: Streets Fund Balance:		None

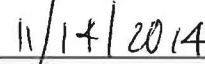
RECOMMENDATION:


Approve award of construction contract to Don Berry Construction, Inc., for Tucker Street Stamped Concrete Improvements in the amount of \$22,050.

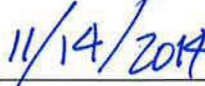

Daniel Bond-City Engineer



Date


Steve Yribarren-Financial Consultant


Date


Ken Grey, City Manager


Date

We 
Ken Grey, City Manager

and  
Steve Yribarren, Financial Consultant

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



GENERAL ENGINEERING CONTRACTOR
EARTHWORK * GRADING * PAVING
(559) 896-5700

P.O. Box 620 – Selma, CA 93662
Ph. (559) 896-5700 – Fax (559) 896-5757
California License No. 396428

PROPOSAL

November 12, 2014

ATTENTION: City of Selma
Attn: Joey Daggett
engineering@cityofselma.com
(559) 891-2215

PROJECT: Tucker Street Stamped Concrete

WORK DESCRIPTION:

- Sawcut and Remove Asphalt Concrete at 4 locations. Either 4, 6 or 8 foot wide by the width of the road 36 LF.
- Install stamped and colored concrete (cobblestone pattern).
 - 4' Wide Lump Sum Price of \$12,600.00
 - 6' Wide Lump Sum Price of \$15,800.00
 - 8' Wide Lump Sum Price of \$18,300.00

Optional:

Demo the existing pavement between the middle 2 locations (20'x36') and replace:

w/ 3" Asphalt Concrete	\$6,250.00
w/ 6" Concrete (w/ Rebar)	\$5,750.00

INCLUDES:

1. If our price is accepted, we require a copy of this proposal to be made a part of the subcontract agreement.
2. One Move In and Out.
3. Road will be closed during the construction and curing of the concrete (approximately 1 week).
4. Stamped concrete will be poured against the sawcut edge of the existing AC.
5. Stamped concrete will be sealed.
6. The optional price for the asphalt concrete between the middle location includes a single coat of tufcoat sealer and to replace the double yellow centerline (paint).

EXCLUSIONS:

1. SWPPP plan and dust control plan. Including any implementation.
2. Soil sterilant, prime Coat, slurry seal or fog seal.
3. Bonds, permits and testing.

WE HEREBY PROPOSE to furnish labor and materials complete in accordance with the above specifications, for the Prices Listed Above. With payments to be made as follows: **Upon completion of the Project.**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. Our company is not responsible or liable for hazardous or toxic materials encountered on the site. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, flood, earthquake and other special insurance, if deemed necessary. Our workers are fully covered by workman's compensation and liability insurance. A certificate of insurance shall be provided upon request. Special insurance limits and waivers of subrogation are available at additional cost.

Authorized
Signature _____



Note: This proposal may be withdrawn by us if not accepted within 15 days.

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date _____

Check Register Report

1 . F .

Date: 11/12/2014

Time: 2:14 pm

Page: 1

City of Selma

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks							
64478	10/28/2014	Printed		10170.073	AIR LIQUIDE HEALTHCARE AMERICA	OXYGEN CYLINDER RENTAL	77.37
64479	10/28/2014	Printed		10180.801	ROMEY ALVAREZ	POST TRAINING PER DIEM	33.00
64480	10/28/2014	Printed		10190.030	AMBILL	AMB BILLING-SEPTEMBER 2014	5,584.00
64481	10/28/2014	Printed		10190.064	AMERICAN AMBULANCE	REFUND AMBULANCE OVERPAYMENT	200.00
64482	10/28/2014	Printed		10100.384	ANTHEM BLUE CROSS	REFUND AMBULANCE OVERPAYMENT	1,239.97
64483	10/28/2014	Printed		10100.510	AT&T	TELEPHONE-OCTOBER 2014	18.75
64484	10/28/2014	Printed		10100.515	AT&T	TELEPHONE SERVICE SEPTEMBER 14	2,827.30
64485	10/28/2014	Printed		10340.385	AT&T MOBILITY	TELEPHONE-MDT'S SEPTEMBER 14	1,660.63
64486	10/28/2014	Printed		10198.150	AUTOMATED OFFICE SYSTEMS	SEPT COPY MACHINE MAINT-FD	34.59
64487	10/28/2014	Printed		10210.250	BANNER FACTORY	ARTS COUNCIL BANNERS	452.60
64488	10/28/2014	Printed		10260.987	BMI	MUSIC RIGHTS	330.00
64489	10/28/2014	Printed		10310.455	CALIFORNIA WATER SERVICE	WATER SERVICE-SEPTEMBER 2014	14,346.11
64490	10/28/2014	Printed		10325.135	GILBERT CANTU	POST TRAINING PER DIEM	33.00
64491	10/28/2014	Printed		10330.279	CENTRAL VALLEY LOCK & SAFE	LOCKS FOR FIRE HEADQUARTERS	243.48
64492	10/28/2014	Printed		10330.283	CENTRAL VALLEY TOXICOLOGY INC.	DRUG TESTING CS# 14-3729	99.00
64493	10/28/2014	Printed		10340.610	CITY OF FRESNO-POLICE DEPT.	POST PERISHABLE SKILLS	1,464.00
64494	10/28/2014	Printed		11620.727	CITY OF SELMA	REPLENISH PETTY CASH-FD	113.34
64495	10/28/2014	Printed		10370.375	COMCAST	INTERNET SERVICE-OCT 2014	1,744.00
64496	10/28/2014	Printed		10370.392	COMMUNITY MEDICAL CENTER	BLOOD DRAW -PD	350.00
64497	10/28/2014	Printed		10370.958	COPWARE	2015 COPWARE	830.00
64498	10/28/2014	Printed		10370.969	CORELOGIC	REALQUEST SERVICE-SEPT 2014	481.25
64499	10/28/2014	Printed		10670.218	COUNTY OF FRESNO-COMM HEALTH D	DISPATCHING SERVICES-SEPT 14	379.00
64500	10/28/2014	Printed		10371.205	COVE PRINTING	ARTS COUNCIL-CRUCIBLE COPIES	714.29
64501	10/28/2014	Printed		10430.150	DEPARTMENT OF TRANSPORTATION	SHARED SIGNAL MAINT JUL-SEP 14	1,773.12
64502	10/28/2014	Printed		10570.137	ENERSPECT MEDICAL SOLUTIONS,	LIFEPACK SUPPLIES	281.18
64503	10/28/2014	Printed		10620.210	FEDOR PLUMBING	CLEAN OUT LINE AT PD JAIL	120.00
64504	10/28/2014	Printed		10624.900	RICHARD FIGUEROA	POST TRAINING PER DIEM	33.00
64505	10/28/2014	Printed		10630.289	FMCPA	MEMBERSHIP RENEWAL FOR CHIEF	100.00
64506	10/28/2014	Printed		10670.150	FRESNO CITY COLLEGE	RADAR OPERATOR 9/16-9/18/14	168.00
64507	10/28/2014	Printed		10670.270	FRESNO CO	PRISONER PROCESSING-SEPT 14	144.00
64508	10/28/2014	Printed		10371.160	TREASURER-SHERIFF FRESNO COUNCIL OF GOVERNMENTS	2014/2015 MEMBER DUES	995.00
64509	10/28/2014	Printed		10700.080	G&K SERVICES	WINTER JACKETS PER MOU-PW	1,585.27
64510	10/28/2014	Printed		10710.110	GALLS, LLC	VIP BADGES	398.30
64511	10/28/2014	Printed		10710.695	RENE GARZA	POST TRAINING PER DIEM	33.00
64512	10/28/2014	Printed		10720.010	GATEWAY ENGINEERING, INC.	CDBG PROJ & CITY ENG SERVS	11,480.00
64513	10/28/2014	Printed		10810.220	HANFORD SENTINEL	GROUNDWATER OVERDRAFT ORDIN	211.13
64514	10/28/2014	Printed		10810.670	HASCO TAG COMPANY	2015 DOG TAGS	216.19
64515	10/28/2014	Printed		10820.020	HEALTHEDGE ADMINISTRATORS INC.	DENTAL,VISION,CHIRO 10/22/14	1,609.60
64516	10/28/2014	Printed		10820.020	HEALTHEDGE ADMINISTRATORS INC.	DENTAL,VISION,CHIRO 10/8/14	2,496.36
64517	10/28/2014	Printed		10820.020	HEALTHEDGE ADMINISTRATORS INC.	DENTAL,VISION,CHIRO 10/15/14	1,755.53
64518	10/28/2014	Printed		10820.020	HEALTHEDGE ADMINISTRATORS INC.	ADMINISTRATIVE FEES-NOV 2014	875.32
64519	10/28/2014	Printed		10820.155	HENRY SCHEIN INC.	MEDICAL SUPPLIES	185.15
64520	10/28/2014	Printed		10820.702	HEWLETT-PACKARD	FINANCIAL LEASE FOR SERVERS-OCT 14 SERV	1,544.28
64521	10/28/2014	Printed		11011.232	JEAN'S CERAMICS	SENIOR CENTER CRAFT SUPPLIES	59.95

Check Register Report

Date: 11/12/2014
Time: 2:14 pm
Page: 2

City of Selma

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks							
64522	10/28/2014	Printed		11120.510	JEFF KESTLY	MEDICAL PREMIUM REIMB NOV 14	149.12
64523	10/28/2014	Printed		11190.400	KULOW BROTHERS	DETENTION FORMS WIC 5150	184.69
64524	10/28/2014	Printed		11220.234	LEON ENVIRONMENTAL SERVICES	ASBESTOS SURVEY-WOMENS CLUB	1,235.00
64525	10/28/2014	Printed		11230.180	LIEBERT, CASSIDY, WHITMORE INC	EMPLOYMENT RELATED ATTN FEES	3,954.00
64526	10/28/2014	Printed		11250.630	LOSS PROTECTION AND	MONTHLY SERVICES OF CONTAINERS	60.00
64527	10/28/2014	Printed		11330.050	STEVEN MCINTIRE	MEDICAL PREMIUM REIMB NOV 2014	1,111.29
64528	10/28/2014	Printed		11340.800	METRO UNIFORM	BOOTS FOR REESER	165.21
64529	10/28/2014	Printed		11530.100	OFFICE DEPOT	OFFICE SUPPLIES	198.27
64530	10/28/2014	Printed		11610.155	PACIFIC GAS & ELECTRIC CO.	UTILITIES-SEPTEMBER 2014	39,708.73
64531	10/28/2014	Printed		11620.115	LANCE PEARCE	POST TRAINING PER DIEM	33.00
64532	10/28/2014	Printed		11620.735	PETTY CASH	PD BUY MONEY	500.00
64533	10/28/2014	Printed		11630.500	PHYSIO-CONTROL, INC	REPAIRS TO LIFE PAK	1,501.17
64534	10/28/2014	Printed		12160.005	POSITIVE PROMOTIONS	PROMOTIONAL MATERIALS	817.70
64535	10/28/2014	Printed		11670.183	PUBLIC AGENCY TRAINING COUNCIL	FIRE/ARSON INVEST. ACADEMY	950.00
64536	10/28/2014	Printed		11750.320	QUILL CORPORATION	OFFICE SUPPLIES	121.23
64537	10/28/2014	Printed		11810.361	RAY MORGAN COMPANY	LEASE PAYMENT-OCTOBER 2014	668.66
64538	10/28/2014	Printed		11820.747	TERRY REID	POST TRAINING PER DIEM	33.00
64539	10/28/2014	Printed		11840.010	ROBINA WRIGHT ARCHITECT &	CASP INSPECTIONS	655.00
64540	10/28/2014	Printed		11910.433	SAMPSON, SAMPSON, AND PATTERSON	AUDIT-YE 06/30/13 SEPT. 2014	3,700.00
64541	10/28/2014	Printed		11945.400	SELMA ENTERPRISE	SUBSCRIPTION RENEWAL	26.00
64542	10/28/2014	Printed		11945.790	SELMA TROPHY SHOP	WALL SIGNS FOR FD OFFICE	104.38
64543	10/28/2014	Printed		11945.800	SELMA UNIFIED SCHOOL DISTRICT	FUEL-SEPTEMBER 2014	17,472.94
64544	10/28/2014	Printed		11945.830	SELMA VOLUNTEER FIRE DEPT	RESERVE PAY SEPT 2014	1,791.00
64545	10/28/2014	Printed		11946.230	SEQUOIA SAFETY COUNCIL, INC.	AMBULANCE REFUND OVERPAYMENT	200.00
64546	10/28/2014	Printed		11965.406	SOUND CONTRACTING	STAGE PIN CONNECTORS	179.40
64547	10/28/2014	Printed		11988.100	SURVEILLANCE INTEGRATION INC.	SURVEILLANCE SYSTEM	11,599.47
64548	10/28/2014	Printed		12060.264	ESTHER TREJO	REFUND SENIOR TRIP	90.00
64549	10/28/2014	Printed		12060.924	TSI INCORPORATED	SUPPLIES FOR SCBA'S	73.37
64550	10/28/2014	Printed		12072.972	TYCO INTEGRATED SECURITY LLC	ALARM SERVICES 11/1-1/31/15	362.11
64551	10/28/2014	Printed		11530.115	U.S. BANCORP EQUIPMENT FINANCE	LEASE PAYMENT	1,014.62
64552	10/28/2014	Printed		12160.071	UNIFIED GROCERS	BUS LICENSE OVERPAYMENT REIMB	10.00
64553	10/28/2014	Printed		12160.000	UNITED CARPET COMPANY, INC.	PV CHURCH CARPET	4,499.96
64554	10/28/2014	Printed		12160.114	UNITED HEALTHCARE	REFUND AMBULANCE OVERPAYMENT	40.46
64555	10/28/2014	Printed		12220.210	VALLEY NETWORK SOLUTIONS INC.	LEXMARK TONER	7,356.01
64556	10/28/2014	Printed		12250.147	JUSTIN VASQUEZ	PARAMEDIC RECERT REIMB	200.00
64557	10/28/2014	Printed		12310.051	WAL MART STORES, INC.	REIMB. AGREEMENT-NOV 2014	2,010.34
64558	10/28/2014	Printed		12350.583	STANLEY WILSON	REFUND AMBULANCE OVERPAYMENT	136.80
64559	10/28/2014	Printed		12252.630	YRIBARREN GROUP	CONSULTING SERVICES-OCT 2014	6,250.00
64560	11/04/2014	Printed		11910.834	SANGER FENCE CO.	CHANGE ORDER-FENCING FOR FIRE	1,000.00

Total Checks: 83

Checks Total (excluding void checks):

169,482.99

Total Payments: 83

Bank Total (excluding void checks):

169,482.99

Total Payments: 83

Grand Total (excluding void checks):

169,482.99

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

November 17, 2014

ITEM NO: 2

SUBJECT: Selma Youth Sports Organizations usage of ball fields for league games and/or practices.

BACKGROUND: Currently the City of Selma doesn't charge the Selma Youth Leagues that have been identified for use of fields for games and/or practices. Those leagues that have been identified and approved by City Council are as follows: Little League, Youth Soccer, Cal Ripken Baseball, Babe Ruth, Youth Wrestling, and Track and Field, Aqua Bears, Girls Softball, Selma Youth Football and the Bandits Youth Football. The current fee approved in the fee structure is to charge \$5.00 per hour/not to exceed \$200.00 per year for each organization. City Council has approved a waiver of the fees to be charged. (Attachment A).

DISCUSSION: Staff provided a report to the Recreation Commission this last month on consideration of charging our actual rate of \$20.00 per hour for lights per organization in an attempt to recover all of our actual costs. Following a long discussion, the Recreation and Community Services Commission recommended the previous approved fee of not to exceed \$200.00 per year begin being charged in 2015. The Recreation Commission also recommended consideration to raising this amount on a yearly basis. The Commission felt this would allow for groups to plan and fundraise for these additional costs. The Commission was very concerned about charging the full actual amount due to the parents and the fees of these programs increasing. The concern is parents will not be registering their children if fees get to be too high.

The cost of utilities has increased over time and the general fund does cover these expenses. The vandalism of lighting, wiring, etc... also leads to increase costs to the general fund. The purpose of considering charging these youth groups are to recover actual costs that the general fund does cover. Over the past five years these groups have begun to pay for new lights and other items that are needed for the league to operate on our fields. For instance, Girls Softball has paid over \$2,500.00 each year over the past four seasons at Shafer Park for field infield mix to assist us with improvements. Little League, Cal Ripken and Babe Ruth do pay for light replacement and the city does assist with putting up the new lights.

**DISCUSSION
CONTINUED:**

Here is a breakdown of each organization and use of City Fields during this fiscal year:

This is based on estimated time of leagues with lights being turned on at our rental rate of \$20.00 per hour. Each year does vary based on number of teams and the length of league seasons.

Selma Babe Ruth: League Games and Practices.
Brentlinger Park.
Estimated cost per year: \$1,000.00 to \$1,400.00.

Selma Cal Ripken League: League Games and Practices.
Brentlinger Park.
Estimated cost per year: \$800.00 to \$1,100.00.

Selma Bandits Football: Practices.
Shafer Park.
Estimated cost per year: \$1,300.00 to \$1,600.00.

Selma Little League: Use of Little League Field.
Little League Park.
Estimated cost per year: \$2,200.00 to \$2,600.00.

Girls Softball: League Games and Practices.
Shafer Park.
Estimated cost per year: \$3,000.00 to \$4,000.00.
(Please note, Softball has put at least \$2,500.00 per year into field improvements that directly assist our leagues also that uses Shafer).

Selma Youth Soccer: Practices.
Shafer and Brentlinger Park.
Estimated cost per year: \$2,000.00 to \$3,000.00.

Selma Youth Football has moved back to the high school and plans on not using Brentlinger next year for practices.


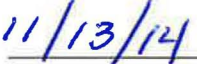

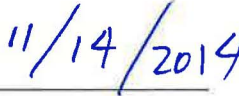
Selma Youth Track and Field, Selma Wrestling and Selma Aqua Bears don't use City fields.

(*All other youth leagues, teams, travel teams, etc... are required to pay for use of fields as approved just over a year ago by City Council).

Staff did inform each league that this item will be discussed at the City Council meeting.

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

RECOMMENDATION: Consideration of Charging Fees to Selma Youth Sports Organizations usage of ball fields for league games and/or practices.

 Mikal Kirchner, Recreation Director	 Date
 Kenneth Grey, City Manager	 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.

CITY OF SELMA USER FEE

SERVICE PROVIDED/FEE NAME <p style="text-align: center; margin-top: 10px;">Youth Private Ballfield Usage</p>	REFERENCE NUMBER <p style="text-align: center; margin-top: 10px;">RE-005</p>
PRIMARY DEPARTMENT <p style="text-align: center; margin-top: 10px;">Recreation</p>	ACCOUNT NUMBER (for deposit) <p style="text-align: center; margin-top: 10px;">100-4700-456.150.000</p>
DESCRIPTION OF SERVICE <p style="text-align: center; margin-top: 20px;">Usage of the City's ballfields and soccer fields by youth organizations and community groups.</p>	
FEE STRUCTURE <p style="text-align: center; margin-top: 20px;">\$ 200 per youth organization</p>	
SPECIAL INSTRUCTIONS 	
WHEN COLLECTED <p style="text-align: center; margin-top: 20px;">Paid at the time the field is reserved</p>	
WHERE COLLECTED <p style="text-align: center; margin-top: 10px;">Recreation Department</p>	AUTHORIZATION <p style="text-align: center; margin-top: 10px;">Resolution #2010-23R (7/1/10)</p>

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

November 17, 2014

ITEM NO:

3

SUBJECT:

Consideration and necessary action on Resolution Authorizing City Manager to Defer Payment of Permit or Development Impact Fees According to Specific Terms and Conditions.

DISCUSSION: The Selma City Code, at Title XII, establishes a variety of fees, including fees for issuance of building or other permits associated with the development of real property and development impact fees for such development. Chapter 3 of Title XII, which is applicable to all such fees give the City Manager authority to establish procedures for fee collection and administration and to adjust fees. Current City ordinance requires that the developer of a commercial or industrial development pay all building and impact fees upon taking out a building permit for the development. With respect to residential subdivisions, those same fees are required by SMC 12-2-7 to be paid at the time of the issuance of a certificate of occupancy or upon final inspection, whichever occurs first, of the first dwelling to be built within a subdivision.

Permit and development impact fees for any development are substantial. Many developers express or experience difficulties in making the payments at the time required by City Ordinance and City Staff has been approached by numerous developers seeking agreements which defer payment of building or development impact fees to a later point in time in the course of the applicable development. The City can encourage development, and the consequent collection of a variety of fees and increase of its tax base by allowing for the payment of building permit and development impact fees at a later point in time with respect to any development. So long as the City obtains adequate security to ensure that payment will be made when due, and the City is adequately compensated for deferring the requirement of payment, the City can make agreements to defer the payment of these fees to a later point in the development which should result in the encouragement or acceleration of development within the City of Selma while ensuring that the City is ultimately paid, with interest, the building and development impact fee applicable to a given development.

Attached to the proposed Resolution are two templates of agreements for the deferral of development impact and permit fees, one for commercial property, and another for residential subdivisions which can be adapted to any development or developer by simply inserting the appropriate information concerning the identity of the developer and the amount of fees being deferred and securing the security dictated by the agreement.

The security ensures insofar as that is possible, that the City will be fully paid. The developer is given alternatives as to the nature of the security. The developer may either provide to the City a bond guaranteeing payment of 115% of the fees that are

deferred; or, the developer must consent to having the total deferred fees placed as a lien against the property and appearing on the property tax rolls for the developed property. If the security chosen is a bond, the amount of the required bond will definitively cover the amount the developer fails to pay. If the security selected is the placement of the amount of the fees on the tax rolls, because the County adheres to what is known as the “teeter” plan, it pays to the City every amount it places on the tax rolls, whether or not the property owner pays the particular assessment or his property tax bill at all.

The proposed templates of deferral of development and permit fees set out a rational and safe means of deferring the payment of these fees and appears to be within the authority of the City Manager under the Selma Municipal Code provisions referred to above. Council is requested to signify its agreement and approval of this fee collection procedure by approving the resolution attached which expressly authorizes the City Manager to enter into these deferral agreements.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA AUTHORIZING
THE CITY MANAGER TO ENTER INTO AGREEMENTS DEFERRING THE
PAYMENT OF BUILDING PERMIT FEES AND DEVELOPMENT
IMPACT FEES ACCORDING TO SPECIFIED TERMS AND CONDITIONS**

WHEREAS, by City Ordinance, Selma Municipal Code (SMC) §12-2-1, and in Sections in Chapter 2 of Title XII which follow this section, the City has established certain Development Impact Fees, all of which are periodically updated and all of which are set by resolution of this Council and pursuant to Chapter 1 of Title XII of the SMC there is a building permit fee applicable to the construction of any structure, including commercial developments and residential subdivisions; and

WHEREAS, SMC §12-2-7, applicable to development fees requires that the developer of any commercial or industrial development must pay the development fees established by City Council Resolution at the time of issuance of the building permit, and the building permit fee is payable at the same time and with respect to a residential subdivision, the development impact fees are required to be paid on the date of issuance of a final inspection or certificate of occupancy for the first dwelling in the subdivision that receives such inspection or certificate, whichever occurs first; and

WHEREAS, SMC 12-3-2 delegates to the City Manager, the authority to, among other things, “adjust fees and charges” and to issue executive orders setting administrative and fee collection procedures for all fees set by the City Council by resolution, which include the aforementioned permit and development impact fees; and

WHEREAS, the City Manager has determined that it is appropriate in instances where a subdivider or developer is willing to provide adequate security of payment and execute a written agreement providing for payment at a later point in time than is dictated by Ordinance to defer or delay the collection of these fees; and

WHEREAS, the City Manager has developed an agreement for the deferral of development impact and permit fees for non-residential real property development and for residential subdivision developments providing for the deferral of collection of both permit and development impact fees for commercial or industrial development and for residential subdivisions to a later point in time, all as dictated by the sample agreements for the deferral of development impact and permit fees affecting non-residential real property development and for the deferral of development impact and permit fees affecting real property which provide for adequate security and compensation to ensure development impact and permit fees are paid by a residential subdivider or commercial

development on a date later than the date that would otherwise be dictated by City Ordinance; and

WHEREAS, it is in the best interest of the City of Selma to encourage active development of parcels that have been approved for development by this Council and the deferral agreements developed by the City Manager adequately and appropriately protect and ensure the City's right to receive the payment of those amounts as dictated by Resolution for permit issuance and development impact fees.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The foregoing recitals are true and correct.
2. This Council interprets Section 12-3-2 of the SMC to provide authority to the City Manager to set the administrative or fee collection schedules for payment of development impact and permit fees.
3. The City Manager is authorized to enter into a deferral agreement, in the form of either Exhibit A or Exhibit B to this Resolution, incorporated by reference, and as applicable and to perform and enforce such agreements according to their terms and that notwithstanding Section 12-2-7 of the SMC, with respect to any commercial or industrial developer or residential subdividor who has entered into a deferral agreement in the form of either Exhibit A or B attached to this Resolution and incorporated by reference no permit or development impact fee shall be payable other than as dictated by the terms of the aforementioned deferral agreements.
4. The City Manager is authorized to refuse to enter into any such deferral agreement with any person or firm who has not qualified for that deferral according to the terms of the incorporated sample deferral agreements.

* * * * *

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 17, 2014, by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

George Rodriguez, Mayor Pro Tem

ATTEST:

Reyna Rivera
City Clerk of the City of Selma

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

City of Selma:
1710 Tucker Street
Selma, CA 93662

A.P.N
Address:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

AGREEMENT FOR THE DEFERRAL OF DEVELOPMENT IMPACT AND PERMIT FEES AFFECTING NON-RESIDENTIAL REAL PROPERTY DEVELOPMENT

This Agreement for the deferral of development impact and permit fees (Agreement) is made and entered into effective on this ____ day of _____, 20__, by and between the City of Selma, a municipal corporation ("City") and _____ ("Owner").

WHEREAS, Owner owns that certain real property located in or to be annexed to the City of Selma in Fresno County, California, more particularly described on Exhibit A which is attached hereto and incorporated by this reference the ("Property"); and

WHEREAS, the Selma Municipal Code requires the Owner of a development to pay certain development impact fees and building permit fees at the time of issuance of a building permit; and

WHEREAS, Owner desires to obtain a building permit for a development and a certificate of occupancy for a structure within that development and to defer the payment of the required Development Impact Fees and permit fees as described below; and

WHEREAS, the City Manager has determined that it is appropriate to defer payment of said fees pursuant to Selma Municipal Code §12-3-2 and agrees to defer the collection of such fees for the time period specified below.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements made herein, the parties hereto agree as follows:

1. Development Fees: The City shall issue a building permit and defer collection of the following development impact fees:

Development Impact Fees \$ _____

2. Permit Issuance Fees: The City will determine and notify Owner of the amount of each fee for issuance of each permit within the development at the time any such permit is issued. Upon receipt of such notification, City and Owner agree that the amount of such fee shall be added to the amount of the development impact fees and also deferred and payable according to the terms and conditions of this agreement. City and Owner agree that the City's issuance of a notice to the Owner reflecting the amount of each permit issuance fee, and the City's record thereof, will act to automatically amend this agreement to include the amount of all such permit issuance fees, in what is hereinafter referred to in this Agreement as the Total Deferred Fees. The City's record of the amount of fee for a building permit issuance shall be final and conclusive proof of the amount to be included in the Total Deferred Fees subject to this agreement.

3. Deferral: The City's issuance of the building permit and deferral of collection of the foregoing development impact and permit fees is subject to the terms and conditions of this Agreement. Owner shall pay the total

deferred fees upon application for and prior to issuance of a certificate of occupancy for any structure completed within the development. The unpaid Total Deferred Fees shall accrue interest from and after the date of this Agreement at the rate of .833% (10% APR).

4. Sales: For so long as all or any part of the Total Deferred Fees remains unpaid, Owner shall notify City of any sale or pending escrow with respect to all or any part of the Property within 5 working days of any sale or opening of escrow.

5. Security: As security for payment of the Total Deferred Fees, together with any interest or additional charge incurred under this Agreement, Owner shall give to the City a bond to faithfully perform the duties and obligations imposed on Owner by this Agreement issued by an admitted surety insurer, naming the City as Obligee, in the penal sum equal to 115% of the Total Deferred Fees. The bond shall be issued with one or more sureties or a surety company, having at least an "A" rating, and shall be satisfactory to the City, and admitted to act as a surety in California.

If the Agreement is initialed by Owner in the space below, then as an alternative and in lieu of giving the City a bond by an admitted surety insurer, Owner hereby consents to having the Total Deferred Fees added to and collected with the annual real property tax assessment on the Property in the event all or any portion of the Total Deferred Fees is not paid as required by this Agreement. If the Property is subdivided, that portion of the Total of Deferred Fees secured in this method shall be added to and collected with the annual real property tax assessment on the property in the proportion to which the Total Deferred Fees bears to the total of lots in the subdivision, including interest and any additional charges incurred under this Agreement. In the event, City is required to add to or collect with the annual real property tax assessment on the property the Total Deferred Fees, the portion of the Total Deferred Fees that are fees for issuance of building permits shall be added to the annual real property tax assessment, and collected therefrom, if necessary, directly in proportion to which the Total Deferred Fees, including building permit issuance fees bears to the total lots within the subdivision, including interest and any additional charges incurred under this Agreement, and without regard to the amount of the permit issuance fee incurred with respect to any specific lot or lots. The City shall be entitled to add to that assessment, in direct proportion to the amount by which the added permit issuance fees bears to the total of lots in the subdivision such additional building permit fees as this Agreement is amended pursuant to the provisions of paragraph 2, above.

_____ initials

6. Breach: If the Owner fails to make any payment due on the Total Deferred Fees at the time specified by this Agreement, such failure shall be a material breach of the Agreement and in addition to the procedures and remedies provided for by law for the collection of real property taxes, the City shall have every other remedy available to it under the law for the collection of liens, including but not limited to, withholding or revoking a certificate of occupancy, foreclosure on the Property, and recovering the unpaid balance plus interest as a personal obligation of the Owner.

7. Disclosure: Owner agrees for it, and all subsequent owners of the Property, or parties who shall acquire any or all of the Property, or an interest therein, to disclose the existence of this Agreement.

8. Binding on Successor: This Agreement shall be recorded against the Property, at the expense of the Owner, and shall constitute notice to all successors and assigns of the title to the Property and of the obligations herein set forth. The provisions of this Agreement shall constitute covenants which shall run with the Property and the benefits and burdens hereof shall bind and inure to all successors in interest to the parties hereto. Owner agrees to hold City harmless from and defend it from any proceeding, claim, costs, loss or damage whatsoever arising out of or relating to the City's exercise of any right under this Agreement or any other provision of this Agreement.

9. Construction: Notwithstanding any other provision of this Agreement, the Developer shall begin construction on the Property within 6 months after the execution date of this Agreement. If the Developer does not begin construction within 6 months of the execution date of this Agreement, the Total Deferred Fees shall become immediately due and payable unless the Owner obtains an extension of that 6 month period, in writing, for one additional 6 month period from the City Manager. The Total of Deferred fees shall become immediately due and payable if, for any reason, any building permit associated with the project is declared void or otherwise invalidated or rendered ineffective. Notwithstanding any provision of this Agreement, the Owner shall pay the Total of Deferred Fees, with interest, no later than 3 years after the effective date of this Agreement. Time is of the essence of each provision of this Agreement.

10. Entire Agreement: This Agreement contains the entire understanding and agreement between the parties relating to the subject matter of this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written concerning the subject matter of this Agreement are merged into this

Agreement and shall be of no force or effect. This Agreement may be amended only by a written instrument signed by the City and Owner.

11. Governing Law: This Agreement shall be governed by the laws of the State of California.

12. Interest and Charges: Interest at the rate of .833% (10%) APR shall accrue on the unpaid total deferred fees that are not paid on the dates required by this Agreement and the Owner shall pay all expenses of the City, incurred by it in collecting the total deferred fees, or any portion thereof, including but not limited to City staff time, third party costs, and reasonable attorney's fees and litigation costs. In addition, Owner shall pay a late fee equal to 10% of the amount due but unpaid.

13. Assignment Prohibited: The rights, duties and obligations of this Agreement shall not be assigned or delegated by Owner without the prior written consent of the City in its sole discretion. Any assignment to which City has not consented shall be null and void. Upon any attempt at assignment in violation of this Agreement, all fees that have been deferred shall be immediately due and payable. Except as provided expressly in this paragraph, this Agreement shall inure to the benefit of and by all successors in interest.

14. Severability: The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Dated: _____, 2014

City of Selma, a public body, corporate and politic

By: _____

By: _____

Name and title Printed

Dated: _____, 2014

Owner

By: _____

By: _____

Name and title Printed

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

City of Selma:
1710 Tucker Street
Selma, CA 93662

A.P.N
Address:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

AGREEMENT FOR THE DEFERRAL OF DEVELOPMENT IMPACT AND PERMIT FEES AFFECTING REAL PROPERTY

This Agreement for the deferral of development impact and permit fees (Agreement) is made and entered into effective on this ____ day of _____, 20__, by and between the City of Selma, a municipal corporation ("City") and _____ ("Owner").

WHEREAS, Owner owns that certain real property located in or to be annexed to the City of Selma in Fresno County, California, more particularly described on Exhibit A which is attached hereto and incorporated by this reference the ("Property"); and

WHEREAS, the Selma Municipal Code requires the Owner of residential subdivision property to pay certain development impact fees and building permit fees at the time of issuance of a building permit with respect to the permit fees and at the time of the issuance of a certificate of occupancy for the first home built within a residential subdivision with respect to development impact fees and the Selma Municipal Code authorizes the City Manager to make appropriate adjustments to the dates for the required payment of such fees; and

WHEREAS, Owner desires to obtain a building permit and a certificate of occupancy for residences built within a subdivision from the City and to defer the payment of the required Development Impact Fees and permit fees as described below; and

WHEREAS, the City Manager has determined that it is appropriate to defer payment of said fees pursuant to Selma Municipal Code §12-3-2 and agrees to defer the collection of such fees for the time period specified below.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements made herein, the parties hereto agree as follows:

1. Development Fees: The City shall issue a building permit and defer collection of the following development impact fees:

Development Impact Fees \$ _____

2. Permit Issuance Fees: The City will determine and notify Owner of the amount of each fee for issuance of each permit within the development at the time any such permit is issued. Upon receipt of such notification, City and Owner agree that the amount of such fee shall be added to the amount of the development impact fees and also deferred and payable according to the terms and conditions of this agreement. City and Owner agree that the City's issuance of a notice to the Owner reflecting the amount of each permit issuance fee, and the City's record thereof, will act to automatically amend this agreement to include the amount of all such permit issuance fees, in what is hereinafter referred to in this Agreement as the Total Deferred Fees. The City's record of the amount of fee for a building permit issuance shall be final and conclusive proof of the amount to be included in the Total Deferred Fees subject to this agreement.

3. Deferral: The City's issuance of the building permit and deferral of collection of the foregoing development impact and permit fees is subject to the terms and conditions of this Agreement. Owner shall pay the total deferred fees upon application for and prior to issuance of a certificate of occupancy for any structure completed within the development. The unpaid Total Deferred Fees shall accrue interest from and after the date of this Agreement at the rate of .833% (10% APR).

4. Sales: For so long as all or any part of the Total Deferred Fees remains unpaid, Owner shall notify City of any sale or pending escrow with respect to all or any part of the Property within 5 working days of any sale or opening of escrow.

5. Security: As security for payment of the Total Deferred Fees, together with any interest or additional charge incurred under this Agreement, Owner shall give to the City a bond to faithfully perform the duties and obligations imposed on Owner by this Agreement issued by an admitted surety insurer, naming the City as Obligee, in the penal sum equal to 115% of the Total Deferred Fees. The bond shall be issued with one or more sureties or a surety company, having at least an "A" rating, and shall be satisfactory to the City, and admitted to act as a surety in California.

If the Agreement is initialed by Owner in the space below, then as an alternative and in lieu of giving the City a bond by an admitted surety insurer, Owner hereby consents to having the Total Deferred Fees added to and collected with the annual real property tax assessment on the Property in the event all or any portion of the Total Deferred Fees is not paid as required by this Agreement. If the Property is subdivided, that portion of the Total of Deferred Fees secured in this method shall be added to and collected with the annual real property tax assessment on the property in the proportion to which the Total Deferred Fees bears to the total of lots in the subdivision, including interest and any additional charges incurred under this Agreement. In the event, City is required to add to or collect with the annual real property tax assessment on the property the Total Deferred Fees, the portion of the Total Deferred Fees that are fees for issuance of building permits shall be added to the annual real property tax assessment, and collected therefrom, if necessary, directly in proportion to which the Total Deferred Fees, including building permit issuance fees bears to the total lots within the subdivision, including interest and any additional charges incurred under this Agreement, and without regard to the amount of the permit issuance fee incurred with respect to any specific lot or lots. The City shall be entitled to add to that assessment, in direct proportion to the amount by which the added permit issuance fees bears to the total of lots in the subdivision such additional building permit fees as this Agreement is amended pursuant to the provisions of paragraph 2, above.

_____ initials

6. Breach: If the Owner fails to make any payment due on the Total Deferred Fees at the time specified by this Agreement, such failure shall be a material breach of the Agreement and in addition to the procedures and remedies provided for by law for the collection of real property taxes, the City shall have every other remedy available to it under the law for the collection of liens, including but not limited to, withholding or revoking a certificate of occupancy, foreclosure on the Property, and recovering the unpaid balance plus interest as a personal obligation of the Owner.

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8. Binding on Successor: This Agreement shall be recorded against the Property, at the expense of the Owner, and shall constitute notice to all successors and assigns of the title to the Property and of the obligations herein set forth. The provisions of this Agreement shall constitute covenants which shall run with the Property and the benefits and burdens hereof shall bind and inure to all successors in interest to the parties hereto. Owner agrees to hold City harmless from and defend it from any proceeding, claim, costs, loss or damage whatsoever arising out of or relating to the City's exercise of any right under this Agreement or any other provision of this Agreement.

9. Construction: Notwithstanding any other provision of this Agreement, the Developer shall begin construction on the Property within 6 months after the execution date of this Agreement. If the Developer does not begin construction within 6 months of the execution date of this Agreement, the Total Deferred Fees shall become immediately due and payable unless the Owner obtains an extension of that 6 month period, in writing, for one additional 6 month period from the City Manager. The Total of Deferred fees shall become immediately due and payable if, for any reason, any building permit associated with the project is declared void or otherwise invalidated or rendered ineffective. Notwithstanding any provision of this Agreement, the Owner shall pay the Total of Deferred Fees, with interest, no later than 3 years after the effective date of this Agreement. Time is of the essence of each provision of this Agreement.

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12. Interest and Charges: Interest at the rate of .833% (10%) APR shall accrue on the unpaid total deferred fees that are not paid on the dates required by this Agreement and the Owner shall pay all expenses of the City, incurred by it in collecting the total deferred fees, or any portion thereof, including but not limited to City staff time, third party costs, and reasonable attorney's fees and litigation costs. In addition, Owner shall pay a late fee equal to 10% of the amount due but unpaid.

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14. Severability: The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Dated: _____, 2014

City of Selma, a public body, corporate and politic

By: _____

By: _____

Name and title Printed

Dated: _____, 2014

Owner

By: _____

By: _____

Name and title Printed
