

**CITY OF SELMA
REGULAR COUNCIL MEETING
September 2, 2014**

The regular meeting of the Selma City Council was called to order at 6:00 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, Police Lieutenant Dyck, and interested citizens. Police Chief Garner arrived at 6:15 p.m.

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 Marty Lynch led the Invocation.

CONSENT CALENDAR: Council member Avalos requested that agenda items 1.d.be pulled for separate discussion. Motion to approve the remainder of the Consent Calendar 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

- a. Minutes of the August 18, 2014 regular meeting approved by standard motion.
- b. RESOLUTION NO. 2014-37R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA AWARDING CONTRACT FOR VARIOUS STREET AND ALLEY IMPROVEMENT PROJECT (C.D.B.G. PROJECT NO. 13651). Resolution approved by standard motion.
- c. RESOLUTION NO. 2014-38R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA APPROVING THE AGREEMENT FOR THE C.D.B.G. PROJECT FOR FISCAL YEAR 2014-2015. Resolution approved by standard motion.
- d. Pulled for separate discussion.

AGENDA ITEM 1.d. CONSIDERATION AND NECESSARY ACTION ON CHECK REGISTER DATED AUGUST 27, 2014: After discussion, motion to approve Check register dated August 27, 2014 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 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SELMA AMENDING SECTION 2,3 AND 4 OF CHAPTER 4 OF TITLE XII OF THE SELMA MUNICIPAL CODE ENTITLED GROUNDWATER OVERDRAFT MITIGATION FEES – public hearing and adoption:
City Attorney Costanzo explained the amendment for Council.

Mayor Pro Tem Rodriguez opened the public hearing portion of the meeting at 6:15 p.m. There being no one to speak for or against the matter, the public hearing portion of the meeting was closed at 6:16 p.m.

After discussion, motion to adopt ORDINANCE NO. 2014 – 6, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SELMA AMENDING SECTION 2,3 AND 4 OF CHAPTER 4 OF TITLE XII OF THE SELMA MUNICIPAL CODE ENTITLED GROUNDWATER OVERDRAFT MITIGATION FEES was made by Council member Derr and seconded by Council member Robertson. Motion carried by the following vote:

AYES: Derr, Robertson, Avalos, Rodriguez

NOES: None

ABSTAIN: None

ABSENT: None

CONSIDERATION AND NECESSARY ACTION ON AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SELMA ADDING NEW SECTION 5 TO CHAPTER 4 OF TITLE XII OF THE SELMA MUNICIPAL CODE ENTITLED GROUNDWATER OVERDRAFT MITIGATION FEES AND RENUMBERING EXISTING SECTIONS 5 AND 6 THEREOF – public hearing and adoption: City Attorney Costanzo discussed the Ordinance for Council, explaining that the amendment adds a sunset clause to the Ordinance.

Mayor Pro Tem opened the public hearing portion of the meeting at 6:22 p.m., There being no one to speak for or against the Ordinance, the public hearing was closed at 6:23 p.m., and referred back to Council. After discussion, motion to approve ORDINANCE NO. 2014 – 7, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SELMA ADDING NEW SECTION 5 TO CHAPTER 4 OF TITLE XII OF THE SELMA MUNICIPAL CODE ENTITLED GROUNDWATER OVERDRAFT MITIGATION FEES AND RENUMBERING EXISTING SECTIONS 5 AND 6 THEREOF was made by Council member Avalos and seconded by Council member Derr. Motion carried by the following vote:

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

CONSIDERATION AND NECESSARY ACTION ON AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SELMA ADDING CHAPTER 4 OF TITLE VI OF THE SELMA MUNICIPAL CODE ENTITLED APPOINTMENT OF ANIMAL CONTROL OFFICER– public hearing and adoption: City Attorney Costanzo reviewed the Ordinance for Council.

Mayor Pro Tem Rodriguez opened the public hearing portion of the meeting at 6:27 p.m. There being no public testimony, the public hearing was closed at 6:28 p.m. After much discussion, motion to approve ORDINANCE NO. 2014 – 8, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SELMA ADDING CHAPTER 4 OF TITLE VI OF THE SELMA MUNICIPAL CODE ENTITLED APPOINTMENT OF ANIMAL CONTROL OFFICER was made by Council member Avalos and seconded by Council member Robertson. Motion carried by the following vote:

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

CONSIDERATION AND NECESSARY ACTION ON ADOPTION OF THE SELMA POLICE DEPARTMENT VIDEO POLICING PROJECT POLICY AND GUIDELINES MANUAL: Police Chief Garner stepped forward to discuss the policy for Council. After much discussion, Council member Derr motioned and Council member Avalos seconded the adoption of the Selma Police Department Video Policing project policy and Guidelines Manual. Motion carried by the following vote:

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

CONSIDERATION AND NECESSARY DISCUSSION/DIRECTION ON CAPITAL EXPENDITURE PLAN: City Manager Grey explained that this item is for discussion and direction on various capital expenditures that need to be prioritized.

After much discussion, the consensus of Council was to place this item for further discussion during a workshop scheduled for September 15, 2014.

DEPARTMENTAL REPORTS: City Manager Grey discussed the following upcoming items: Fresno County public meeting, School Board meeting agenda item, Business License Ordinance modifications, User Fee changes, Shafer Park restroom proposals, and Lincoln Park restrooms/Women's Club demolition.

Police Lieutenant Dyck stated that the department was recently awarded an Office of Traffic Safety grant that will be used to fund alcohol related operations.

Community Services Director Kirchner updated Council on the recreation summer programs, senior center programs, Arts Center functions, and Pioneer Village Vincent House and church status.

COUNCIL REPORTS: Council member Avalos commented on the great job of the Second Chance Animal Shelter, and the traffic safety measures done by the Police Department during the start of school.

Council member Derr inquired on an update of the leadership class' sign project, requested that page numbers be added to the agenda, and an afterhours contact list be comprised.

Staff reported that the leadership class had received an approximate total of \$2800 and are actively seeking donations.

Mayor Pro Tem Rodriguez requested the status of the Big League Dreams, and reported on attending the recent event at the Pioneer Village.

Council member Robertson thanked the High School football team for volunteering at the Second Chance Animal Shelter, and reported on attending the dedication of the fighter jet at the Air National Guard Base.

ADJOURNMENT: There being no further business, the meeting was adjourned at 7:38 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:**

September 15, 2014

ITEM NO: 1.6.
SUBJECT: Denial of Claim

BACKGROUND: The following claim was received in my office on August 14, 2014.

DISCUSSION: The claimant alleges that Selma Police Department broke his front door in the process of responding to a 911 call to his residence. Claimant is asking for \$311.98 to reimburse the cost of repairs to his front door.

Upon receipt of this claim, the Program Director of Liability Claims (AIMS) reviewed this claim. Selma Police Department was called to assist EMS with a forced entry into a residence for an unknown medical issue. Upon arrival assisting officers checked the exterior of the residence for any unlocked doors or windows before forcing entry through front door. After investigation, AIMS determined that the City was responding to an emergency situation therefore found no evidence of negligence and/or liability on the part of the City.

After consideration and investigation, AIMS is recommending that this claim be placed on the Council Agenda for consideration of rejection.

<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>
None		None
<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: Fund Balance:		

RECOMMENDATION: Rejection of Claim

Tesla Nason
Tesla Nason, Human Resources Analyst

09/11/2014
Date

Kenneth Grey
Kenneth Grey, City Manager

9/12/2014
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.



CLAIM FORM
(Please Type Or Print)

RECEIVED

AUG 14 REC'D

2014

BY CITY OF SELMA

CLAIM AGAINST CITY OF Selma ca
(Name of Entity)

Claimant's Name Luis Romero S.S. #: _____

Claimant's Date of Birth _____ Telephone # (559) 217-7337

Claimant's Address 2772 Mill Street Gender: Male ☒ Female _____

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

Same as Above

Date of Incident/Accident/Arrest: 8-5-14

Date Injuries, Damages or Losses were discovered: 8-5-14

Location of Incident/Accident/Arrest: 2772 Mill Street Selma ca

What did Entity or Employee do to cause this Loss, Damage or Injury?

Police broke Door / 911 Call.
Cesar Vegerano

(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)?

Cesar Vegerano

What specific Injuries, Damages or Losses did Claimant receive? Remove & Replace door

Trim around caulking - Paint & Stucko
(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)]

\$311.98 cent.

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

How was this amount calculated (please itemize)? \$311.98 \$111.98 for Door \$200.00 Labor

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

Date Signed: 8-14-14 Signature: Luis M Romero

If signed by Representative:

Representative's Name _____

Address _____

Telephone # _____

Relationship to Claimant _____

Sept 15, 2014 Council Packet

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

September 15, 2014

ITEM NO: 1.C.
SUBJECT: Denial of Claim

BACKGROUND: This claim was received in my office on August 25, 2014.

DISCUSSION: The claimant alleges that on August 14, 2014 she hit a pothole in the right turn lane of southbound Golden State at Highland Avenue causing \$575.38 in damages to the tire and rim of her vehicle.

Upon receipt of this claim the Program Director of Liability Claims (AIMS) investigated this claim by conducting interviews with the claimant and City staff. Based on their investigation, the City had no prior notice and/or complaints with regard to this pothole prior to this incident. Also, based on review of the photographs of the alleged pothole that were taken by the City before it was repaired, the size and depth of the pothole did not appear significant enough to cause the amount of damage that is being claimed by the claimant. Therefore, AIMS did not see any negligence and/or liability on the part of the City.

After consideration and investigation, AIMS is recommending that this claim be placed on the Council Agenda for consideration of rejection.



CLAIM FORM
(Please Type Or Print)

RECEIVED

AUG 15 REC'D

BY 2014 KA
CITY OF SELMA

CLAIM AGAINST City of Selma
(Name of Entity)

Claimant's Name Patricia Abvarado S.S. #:

Claimant's Date of Birth _____ Telephone # (559) 213-3381

Claimant's Address 2433 Azalea St. Selma CA 95162

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

Date of Incident/Accident/Arrest: 8/14/14

Date Injuries, Damages or Losses were discovered: 8/14/14

Location of Incident/Accident/Arrest: dd 99 turning onto Highland Ave.

What did Entity or Employee do to cause this Loss, Damage or Injury?
Drove over a very deep pot hole on dd 99.

(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)?

What specific Injuries, Damages or Losses did Claimant receive? Custom wheel/rim was cracked, tire was damaged (right front passenger)
(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)]
\$575³⁸

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

How was this amount calculated (please itemize)? had to buy new set of tires for stock rims, as it was cheaper than replacing rim and tire.
(Use back of this form or separate sheet if necessary to answer this question in detail.)

Date Signed: 8/25/14 Signature: [Signature]

If signed by Representative:

Representative's Name _____

Address _____

Telephone # _____

Relationship to Claimant _____

Sept 15, 2014 Council Packet

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

September 15, 2014

ITEM NO:

1.2.

SUBJECT:

Denial of Claim

BACKGROUND:

This claim was received in my office on August 21, 2014.

DISCUSSION:

The claimant alleges that on August 14, 2014 she hit a pothole in the right turn lane of southbound Golden State at Highland Avenue causing \$86.92 in damages to the tire and wheel of her vehicle. The tire was under warranty so claimant is only claiming reimbursement for replacement of the wheel.

Upon receipt of this claim the Program Director of Liability Claims (AIMS) investigated this claim by conducting interviews with the claimant and City staff. Based on their investigation, the City had no prior notice and/or complaints with regard to this pothole prior to this incident. Also, based on review of the photographs of the alleged pothole that were taken by the City before it was repaired, the size and depth of the pothole did not appear significant enough to cause the amount of damage that is being claimed by the claimant. Therefore, AIMS did not see any negligence and/or liability on the part of the City.

After consideration and investigation, AIMS is recommending that this claim be placed on the Council Agenda for consideration of rejection.

<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).
None		None
<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: Fund Balance:		

RECOMMENDATION: Rejection of Claim

Tesla Nason
Tesla Nason, Human Resources Analyst

09/11/14
Date

Kenneth Grey
Kenneth Grey, City Manager

9/12/2014
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.



CLAIM FORM
(Please Type Or Print)

RECEIVED

AUG 21 REC'D

BY 2014 KN
CITY MA

CLAIM AGAINST City of Selma
(Name of Entity)

Claimant's Name Carmen Hill S.S. #: _____

Claimant's Date of Birth _____ Telephone # (559) 643-1596

Claimant's Address 2561 Stillman St, SP 76 Selma, CA 93662

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

Date of Incident/Accident/Arrest: 8/14/14

Date Injuries, Damages or Losses were discovered: 8/15/14

Location of Incident/Accident/Arrest: Rt, turn lane on Golden St at Highland Ave South

What did Entity or Employee do to cause this Loss, Damage or Injury?

Pot hole in the Rt turn lane So. Golden St. at Highland Ave

(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)?

What specific Injuries, Damages or Losses did Claimant receive? Bent Rt front wheel, causing
Tire damage & Need of Replacement

(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)]

\$86.92, Cost to replace ^{stock} wheel (Tire was under warranty).
4-4.50 15" USED wheel 46.15 + \$15.00 freight + ^{5.77} TAX = 86.92

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

How was this amount calculated (please itemize)? by Les Schwab tires 2731 Highland Ave,
Selma, CA 93662 Phone (559) 8980437

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

Date Signed: 8/21/14 Signature: Carmen Hill

If signed by Representative:

Representative's Name _____

Address _____

Telephone # _____

Relationship to Claimant _____

Sept 15, 2014 Council Packet

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

September 15, 2014

ITEM NO:

1.e.

SUBJECT:

Rejection of a Late Claim Application

DISCUSSION:

This claim was received in my office on September 2, 2014.

The claimant was involved in a motor vehicle accident with a Selma patrol vehicle on November 7, 2013. The claimant alleges that he sustained headaches and neck, back and knee injuries. The attorney for the claimant filed the claim for medical expenses, future medical expenses and general damages. The claim has been submitted as an unlimited civil case.

Upon receipt of this claim, the Program Director of Liability Claims (AIMS) reviewed this claim. Per Section 901 and 911.2 of the Government Code this claim should have been submitted within six (6) months of the date of incident/accident, which was May 7, 2014. The attorney for the claimant submitted an "Application for Leave to File a Late Claim" pursuant to Government Code section 911.4 at the same time that he submitted the claim.

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".

CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY

CLAIM FORM

(Please Type Or Print)

RECEIVED

SEP 2 2014 REC'D

JNL

CLAIM AGAINST City of Selma

(Name of Entity)

BY CITY OF SELMA

Claimant's name: Andres Cruz

SS# _____ DOB _____ Gender: Male ☒ Female _____

Claimant's address: P.O. Box 24, Firebaugh, CA 93622 Telephone: (209) 829-3556

Address where notices about claim are to be sent, if different from above: _____

3705 W. Beechwood Fresno, CA 93711

Date of incident/accident: 11/07/2013

Date injuries, damages, or losses were discovered: 11/07/2013

Location of incident/accident: Madison Ave & Cornelia Ave Fresno, CA

What did entity or employee do to cause this loss, damage, or injury? See attached Exhibit "1".

(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)? _____

Rudolfo Alcaraz Jr.

What specific injuries, damages, or losses did claimant receive? See attached Exhibit "2".

(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 the 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)]

Since the amount being sought is in excess of \$10,000, this claim falls within the jurisdictional

limits of the Fresno County Superior Court, Unlimited Civil division.

How was this amount calculated (please itemize)? Mr. Cruz is still treating therefore the extent

of his injuries and damages are not yet known. Injuries are described in Exhibit "2".

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

Date Signed: 9/2/14 Signature: [Signature]

If signed by representative:

Representative's Name Trevor W. Hickey Address 3705 W. Beechwood Fresno, CA 93711

Telephone # (559) 447-9000

Relationship to Claimant Attorney for client Andres Cruz

Law Office of
DARRYL B. FREEDMAN, INC.

Darryl B. Freedman, Esq.
Jesse R. Fretwell, Esq.
Trevor W. Hickey, Esq.
Nancy Leon, Office Administrator

3705 West Beechwood
Fresno, California 93711
Telephone No.: (559) 447-9000
Facsimile No.: (559) 447-9100
Email: Freedmanlaw@darrylfreedman.com
Website: www.FreedmanPersonalInjury.com

September 2, 2014

Sent via personal delivery

Telsa Nason
City of Selma
1710 Tucker Street
Selma CA 93662

Our Client: Andres Cruz
Date of Injury: 11/7/2013

APPLICATION FOR LEAVE TO FILE A LATE CLAIM

Dear Ms. Nason:

This letter serves as Claimant Andres Cruz's Application for Leave to File a Late Claim pursuant to Government Code section 911.4.¹ That section provides in pertinent part:

(a) *When a claim that is required by section 911.2 to be presented not later than six months after the accrual of the cause of action is not presented within that time, a written application may be made to the public entity for leave to present that claim.*

(b) *The application shall be presented to the public entity as provided in Article 2 (commencing with section 915) within a reasonable time not to exceed one year after the accrual of the cause of action and shall state the reason for the delay in presenting the claim. The proposed claim shall be attached to the application.*

¹ In speaking with Ms. Tesla Nason at the City of Selma on August 23, 2014, I was informed that the city does not have a specific form for an Application for Leave to File a Late Claim and to simply make the application in letter format, with the claim attached.
{8110/217/00492394.DOCX}

Also included with this letter is the (1) Declaration of Trevor W. Hickey (2) Declaration of Josue Montelongo in support of the Application for Leave to File a Late Claim and (3) claim of Andres Cruz that also includes the Traffic Collision Report, photographs taken by the California Highway Patrol at the scene of the collision, vehicle repair estimate, and medical records and bills to date for Claimant Andres Cruz.

This personal injury action arises out of a motor vehicle collision which occurred on November 7, 2013. Mr. Andres Cruz was one of several passengers in a van being operated by Mr. Martin Cortez. As noted in the supporting documents attached hereto, including the Traffic Collision Report, City of Selma police officer Rudolfo Alcaraz, Jr. was operating a police patrol car while in the course and scope of employment with the City of Selma, Officer Alcaraz was northbound on Cornelia Avenue when he failed to bring the patrol car to a full and complete stop behind the white limit line at the stop sign located at the intersection of Cornelia Avenue and Madison Avenue, in an unincorporated portion of Fresno County. The patrol vehicle stopped directly in the eastbound lane of the van in which Mr. Cortez was a passenger. The vehicles collided.

Subsequently, having suffered bodily injuries as a result of the collision, Mr. Cortez and Mr. Cruz retained the Law Office of Darryl B. Freedman, Inc. on November 25, 2013, to represent them. (Hickey Declaration ("Hickey Decl.") ¶ 10.) After meeting with Mr. Freedman and Mr. Montelongo, Mr. Montelongo entered the information regarding the potential defendants for both Mr. Cortez and Mr. Cruz—along with the date of the collision and the applicable statute of limitations for the government claim—as to Mr. Cortez and Mr. Cruz into the firm's computerized case management system. (Montelongo Declaration ("Montelongo Decl.") ¶ 4.)

At the time of entering Mr. Cortez and Mr. Cruz's information, our law firm utilized a computerized case management system called "Tritek". (Montelongo Decl. ¶¶ 4-5.) In Tritek, entering the data for the "lead plaintiff" (usually the driver) automatically populated the data for all passengers as well. (Montelongo Decl. ¶ 6.) Indeed, in this case, the information regarding all defendants, including all government claim statutes of limitations, was entered into the system as to Mr. Cortez which populated over to Mr. Cruz's electronic file automatically. (Id.) This enabled Tritek to generate reminders of any the approaching statute of limitations, including the government claims. (Id.)

It is also the firm's policy to create a physical card as a reminder of all statutes of limitations. (Id. at ¶¶ 4, 11.) The card contains, among other information, the date of loss, the potential defendants and any statutes of limitations dates. (Id. at ¶ 4.) One card is created per case and is listed under the "lead plaintiff" (usually the driver). (Id.) For government claims, the card is put on a blue background to distinguish the shorter six-month statute of limitations from the longer two-year statute of limitations for most other personal injury cases. Indeed, a card was created for Mr. Cortez with a blue background. (Id.) Three copies were made; one was kept by our intake department, one in the litigation department and one with the physical file. (Id.)

In January of 2014, our firm began the process of converting from Tritex case management software to a different computerized case management system called "Needles". (Id. at ¶ 12.) This substantial undertaking, of converting all cases from Tritex to Needles, took a number of months. (Hickey Decl. ¶¶ 14-15.) In the process, some data converted over automatically from Tritex to Needles, but some data had to be converted over manually. (Id. at ¶ 16.) Some of that data included the potential defendant—and statute of limitations—information for passengers, or "non-lead plaintiffs." (Id.; Montelongo Decl. ¶ 18.) As Mr. Cruz was a passenger in a vehicle being operated by Mr. Cortez, the aforementioned information as to Mr. Cruz—including the fact that his was a government claim—did not transfer over to Needles automatically. (Id.) In the process of manually entering this data for all passenger-clients in the firm, the conversion of Mr. Cruz's data from Tritex to Needles and initially not involved. (Hickey Decl. ¶ 20; Montelongo Decl. ¶ 13.)

Due to Mr. Cruz's government claim inadvertently and mistakenly not being placed into Needles, the reminders generated by Needles to alert the firm of upcoming statutes of limitations—including government claims—did not trigger as to Mr. Cruz. They *did* generate as to Mr. Cortez, and as the City is aware, Mr. Cortez's claim was filed in a timely manner. (Id.)

In preparing Mr. Cortez's claim for filing with the City, I reviewed the Traffic Collision Report, the attached photographs, and the property damage estimate. (Hickey Decl. ¶ 18.) However, I was unaware from the materials I reviewed that one of the several passengers listed on the Traffic Collision Report, Mr. Cruz, was also a client of the firm and that he too had a government claim. (Id.) I had only met the clients briefly on one occasion and our discussion was limited to their ongoing medical conditions and treatment and the specific facts of the motor vehicle accident—including the fact that there was a government claim—was not discussed. (Id. at ¶ 17.)

I relied on the reminders, both from the Needles system and the actual, physical blue statute of limitations cards, to remind me and the staff of what government claims needed to be filed and when. (Id.)

On August 22, 2014, my paralegal Angelica Villareal, and I met with Mr. Cortez and Mr. Cruz to discuss case status. In reviewing the file, Ms. Villareal realized that a government claim was filed and rejected as to the driver, Mr. Cortez, but not as to the passenger, Mr. Cruz. (Id. at ¶¶ 23-24, Ex. A.) She brought this to my attention when she found it, after hours on Thursday, August 22, 2014. (Id. at ¶ 24.)

The next morning, on Friday, August 23, 2014 I contacted Tesla Nason at the City's office and inquired as to whether the City had a specific form to use for an Application for Leave to File a Late Claim. (Id. at ¶ 25.) Ms. Nason indicated she would check and call me back. I gave her my cell phone number to call me as I was out of the office in the afternoon. Ms. Nason contacted me on my cell phone later that afternoon and indicated that the City did not have a specific form, but I could present the Application in letter format with the new claim attached. (Id. at ¶ 26.) She asked about the claim and I indicated that it was a passenger in the vehicle being operated by Mr.

Martin Cortez; Ms. Nason noted 'that it was the accident that involved one of the City's police vehicles. (Id. at ¶ 25.)

Over the course of the weekend, from August 24, 2014, through Monday August 25, 2014, Mr. Montelongo, our firm's investigator, and I researched why the government claim reminders for Mr. Cortez did not populate, despite the fact that, originally, the information had been entered into the computerized case management software, Tritex. (Montelongo Decl. ¶ 19.) It was then that it was discovered that the passenger data had inadvertently not been manually entered for Mr. Cruz, but that the data for Mr. Cortez, regarding the defendants and the government claim statute of limitations, had been brought over automatically, and hence the reminders as to *his* claim had generated and followed. (Id. at ¶¶ 19-20.)

All witnesses and potentially relevant evidence regarding the claim is still available. (Hickey Decl. ¶ 27.) Both Mr. Cortez and Mr. Cruz are available for their testimony to be taken, the Traffic Collision Report prepared by the California Highway Patrol provided a detailed investigation of the collision, complete with photographs, and the Highway Patrol officers who investigated the subject collision are still employed with the CHP. (Id. at ¶¶ 28-30.) I believe in good faith that the City of Selma and its police department have conducted a full investigation of Mr. Cortez and Officer Alcaraz's accident. I also believe in good faith the City of Selma has had full and timely opportunity to investigate Officer Alcaraz and is in no way prejudiced.

Mr. Cruz is not yet permanent and stationary in his medical treatment status, therefore, he is not in a position, and was not in a position on May 6, 2014, to resolve his claim with the City. (Id. at ¶ 29.)

The law provides for a claimant to apply for leave to present a late claim under circumstances that are met here. The application must state the reason for the delay. (Govt. Code § 911.4). Further, Government Code section 911.6 states that,

[t]he board **shall** grant the application where one or more of the following is applicable:

- (1) The failure to present the claim was through mistake, inadvertence, surprise or excusable neglect and the public entity was not prejudiced in its defense of the claim by the failure to present the claim within the time specified in Section 911.2.

(Emphasis added).

California courts, when faced with similar fact patterns, have deemed these types of errors "excusable neglect." (See *Renteria v. Juvenile Justice, Dept. of Corrections and Rehabilitation* (2006) 135 Cal.App.4th 903, 908; *Nilsson v. City of Los Angeles* (1967) 249 Cal.App.2d 976, 980, ("calendar errors by an attorney or a member of his staff are, under appropriate circumstances, excusable"); *Flores v. Board of Supervisors* (1970) 13

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Cal.App.3d 480, 483-485 (attorney's office neglected to formally create a file and the statute was missed, the court found that to be excusable neglect.)

In *Renteria, supra*, the secretary for petitioner's attorney had mistakenly removed the reminders for the government claims statute from the firm's computer calendaring system and the six month statute was missed. (*Id* at 907.) When the mistake was discovered, the attorney promptly filed an application to file a late claim with the appropriate government agency. *Id*. While the application was deemed rejected by the appropriate agency, the attorney petitioned for judicial relief from the requirements of the claim presentation statutes on the ground that his failure to present the claim within the six-month limitation period was excusable because it was caused by a calendaring error clerical error. (*Id.* at 908.)

The *Renteria* court concluded that the errors of the law office constituted excusable neglect. The court, citing to 8 Witkin, *Cal. Procedure* (4th ed. 1997) pp. 671-673 indicated that "[a] number of cases deal with the realities of office practice, including the inevitable misfiling of papers or erroneous clerical entries, and usually this neglect is considered excusable" and that "attorney's reliance on an existing office calendaring system was not unreasonable." (*Renteria* at 912.)

Here, an inadvertent error occurred when a staff member of the firm in transferring the case information—including the government claim statute of limitations—from the old case management system to the new one. I relied on the computerized calendar and reminder system to notify me and the staff of any and all approaching government claims, Due to the error of the staff member, a claim for Mr. Cruz was not presented within the six-month deadline.

Granting leave to file a late claim in this case will not prejudice the City. The City has been aware of this collision on the day it occurred as it involved a City employee. The Traffic Collision Report provides ample evidence as to the liability of Officer Alcaraz, Jr. for the accident. There are 29 photos as part of the Traffic Collision Report showing the scene of the collision and the damage to the vehicles, all of which is in the possession of the City. (Hickey Dec. ¶ 8.) The Highway Patrol officers who investigated the collision are still employed by the CHP and available to provide testimony. (*Id.* at ¶ 30.) Both Mr. Cortez and Mr. Cruz are also available to provide testimony. (*Id.* at ¶ 28.) Had this claim been brought any earlier, the parties would have been in no position to resolve the claim as Mr. Cruz's medical condition is not yet permanent and stationary in regards to his injuries and treatment. (*Id.* at ¶ 29.)

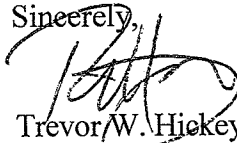
Once the error was discovered, our office moved immediately to gather the requisite documents to make this Application. (Hickey Decl. ¶¶ 24-26.)

The totality of circumstances evidence the failure to file were caused by unintentional mistake, inadvertence and excusable neglect. The City has suffered no prejudice by the filing of Mr. Cruz's late claim. We respectfully request that the City grant this Application for Leave to File a Late Claim and consider Mr. Cruz's claim upon its merits.

Telsa Nason
August 29, 2014
Page 6

Thank you for your courtesy and cooperation in this matter. Should you have any questions, kindly contact our office.

Sincerely,



Trevor W. Hickey
Attorney At Law

TWH\tw
Enclosures

{8110/217/00492394.DOCX}

**CHIEF KAIN'S /STAFF REPORT
CITY COUNCIL MEETING:**

September 15, 2014

SUBJECT: 1.f.
Remodel the annex across from City Hall to accommodate the move of Selma Fire Department's Administration and training facilities.

DISCUSSION: The Selma Fire Departments Administration's current facility is in need of major repair that is not cost effective for our current mission. The move to City Hall Annex will allow us to increase the size of our classrooms from 25 to nearly 50 students, which will allow us to teach public education classes and fire service education. It will also allow for a closer government center, bringing staff to a centralized location in order to conduct city business. Selma Fire Department has established itself as a centralized training location, pulling in firefighters from all over the state to attend our State Fire Marshal classes, Emergency Medical Technician, and CPR courses. This new facility will allow for a more professional training facility and improve the working environment for Fire Administration.

<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>
\$28,829.39		None
<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>
Fire Impact Fees		Older facility costs will be transferred to new facility, no additional cost.

RECOMMENDATION:

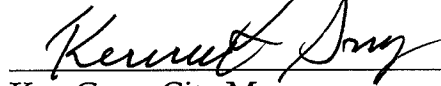
Approve the use of fire impact fees to remodel and improve City Hall Annex building to accommodate Fire Administration and training.



Michael Kain, Fire Chief

9/15/14

Date



Ken Grey, City Manager

9/12/2014

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.



C I T Y O F S E L M A

F I R E D E P A R T M E N T

September 9, 2014

To: Ken Grey, City Manager

From: Mike Kain, Fire Chief

RE: City Hall Annex remodel

Over the last several months, we have made multiple attempts in getting a contractor to either call us back, or give us a quote for this remodel. William Scotsman, the manufacturer of the facility, has been the only one to respond to our request and visit the facility. American Modular Systems was not interested in giving us a quote, and David Bordwine, of Northgate Construction has yet to produce any figures. At this time, I would recommend that we continue with William Scotsman. Our current facilities roof is collapsing in the South West corner and my fear is that if we get any significant rain, we will have a problem. We will continue to pursue every avenue in regards to getting quotes, but at this time, I think our best course of action is to move forward, especially considering the instability of our current facility.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Kain", with a long horizontal line extending to the right.

Mike Kain
Fire Chief



An ALGECO SCOTSMAN Company

WILLIAMS SCOTSMAN, INC
 2829 S Chestnut Avenue
 Fresno, CA 93725-2224
 Phone: (559) 441-8181 Ext. 48318
 Fax: (559) 441-8172
Toll Free: 800-782-1500
 Cary Marsella
 Branch Sales Manager
 ctmarsel@willscot.com

Quote Number: 474895
Date: September 02, 2014
Expiration: October 02, 2014

QUOTATION NO. 474895

Customer:
 Selma, City Of
 1710 Tucker Street
 Selma, California 93662

Contact:
 Michael Kain
 1710 Tucker Street
 Selma, CA 93662
 Phone: (559) 891-2211
 Fax:
 Email: michaelk@cityofselma.com

Ship To:
 1710 Tucker Street
 SELMACA
 93662 US

PRICING

QTY	DESCRIPTION	PRICE	FREQUENCY	EXTENDED
1	Gen Req Materials	\$5,722.86	Initial	\$5,722.86
1	Labor	\$12,857.14	Initial	\$12,857.14
1	Ramp Extension Materials	\$3,428.57	Initial	\$3,428.57
1	Carpet Material/Labor (160 Yds)	\$2,666.67	Initial	\$2,666.67
1	Sales Tax - (Est. at 8.73%)	\$2,154.15	Initial	\$2,154.15

SUMMARY

In addition to the above quoted prices, customer shall pay Williams Scotsman any local, state, or provincial, federal and/or personal property tax or fees related to the equipment or its user. Physical Damage & commercial liability insurance coverage are required beginning on the date of delivery.

TOTAL CHARGES: \$26,829.39

Williams Scotsman is not responsible for changes required by local code or building inspectors. Customer is responsible for locating and marking underground utilities prior to delivery. Quote assumes a level site with clear access.



An ALGECO SCOTSMAN Company

WILLIAMS SCOTSMAN, INC
2829 S Chestnut Avenue
Fresno, CA 93725-2224
Phone: (559)441-8181 Ext. 48318
Fax: (559) 441-8172
Toll Free: 800-782-1500
Cary Marsella
Branch Sales Manager
ctmarsel@willscot.com

Quote Number: 474895
Date: September 02, 2014
Expiration: October 02, 2014

QUOTATION NO. 474895

Customer: Selma, City Of 1710 Tucker Street Selma, California 93662	Contact: Michael Kain 1710 Tucker Street Selma, CA 93662 Phone: (559) 891-2211 Fax: Email: michaelk@cityofselma.com	Ship To: 1710 Tucker Street SELMA, CA 93662 US
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PRODUCT SUMMARY

QTY	PRODUCT
1	MISC

COMMENTS

Job Description: Remodel of City Hall Annex. This Quote is subject to a final floorplan to be approved and signed by customer. Any changes will require a revised quote and/or change order.

2 Pages in Quote

Michael Kain

From: Rick Torres <Rick.T@americanmodular.com>
Sent: Wednesday, August 13, 2014 2:16 PM
To: Michael Kain
Subject: Re: AMS Quote

Well, I can refer you to a contractor, but that would be about it. Just remember our conversation on what you may be inheriting. Dollar for dollar, by the time it's all said and done you are going to be very close above or below with costs, and still have the same building with it's condition, just new paint & carpet.

I would like to thank you for the opportunity to have met you and provided information. I did enjoy our conversations. Sounds like it's out of your hands at this point. I do not like to persist and be a bother so I will file this information for now and please let me know if there is ever anything I can do for you in the future.

Thanks again,

Rick Torres
VP Sales & Marketing



American Modular Systems | Gen7 Schools
787 Spreckels Avenue
Manteca, CA 95336
P: (209) 825.1921 | F: (209) 825.7018
C: (209) 993.1590
E: rick.t@americanmodular.com
www.americanmodular.com
www.gen7schools.com

Please consider the environment before printing this e-mail

DISCLAIMER: This email, including any attachments, is private and confidential. It should not be read, copied, disclosed or otherwise used by any person other than the intended recipient (s). If you have received this email in error, please notify the sender immediately.

From: Michael Kain <michaelk@cityofselma.com>
Date: Wednesday, August 13, 2014 2:06 PM
To: Rick Torres <rick.t@americanmodular.com>
Subject: RE: AMS Quote

Well we have a new city manager and we may have a whole new plan. Across from city hall we have a module with 12 offices he wants to get some quotes into making that our HQ and training , Can you help with that?

From: Rick Torres [<mailto:Rick.T@americanmodular.com>]
Sent: Wednesday, August 13, 2014 2:01 PM
To: Michael Kain
Subject: AMS Quote

Hi Chief,

Just wanted to send a quick note to let you know I hadn't forgotten about you and to see if you had made any decisions or needed additional information. Please let me know if there is anything I can do for you.

Thank you,

Rick Torres
VP Sales & Marketing



American Modular Systems | Gen7 Schools
787 Spreckels Avenue
Manteca, CA 95336
P: (209) 825.1921 | F: (209) 825.7018
C: (209) 993.1590
E: rick.t@americanmodular.com
www.americanmodular.com
www.gen7schools.com

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DISCLAIMER: This email, including any attachments, is private and confidential. It should not be read, copied, disclosed or otherwise used by any person other than the intended recipient (s). If you have received this email in error, please notify the sender immediately.

Michael Kain

From: Eric Beasley
Sent: Wednesday, September 03, 2014 1:56 PM
To: Randy Uyeda; Michael Kain; Jerry Howell
Subject: bid

California Public Contract Code Section 22032

[Legal Research Home](#) > [California Laws](#) > [Public Contract Code](#) > [California Public Contract Code Section 22032](#)

22032. (a) Public projects of forty-five thousand dollars (\$45,000) or less may be performed by the employees of a public agency by force account, by negotiated contract, or by purchase order.

(b) Public projects of one hundred seventy-five thousand dollars (\$175,000) or less may be let to contract by informal procedures as set forth in this article.

(c) Public projects of more than one hundred seventy-five thousand dollars (\$175,000) shall, except as otherwise provided in this article, be let to contract by formal bidding procedure.

Eric L. Beasley

**FIRE MARSHAL
SELMA FIRE DEPARTMENT
OFFICE (559) 891-2211
FAX (559) 896-4300
EMAIL: ERICB@CITYOFSELMA.COM**

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

September 15, 2014

ITEM NO:

1.9.

SUBJECT: Consideration and necessary action on authorizing the City Manager to execute agreement to improve response times to school related critical incidents through the use of "COPsync 911" Alert System.

BACKGROUND

The Selma Police Department is constantly looking for ways to improve its service levels to the community. Critical incidents at school facilities have become far too common across the nation, and the rapid response of law enforcement and other critical personnel is essential to saving lives.

Law enforcement and other first responders are usually alerted to a critical incident through the use of the 911 telephone system. Unfortunately, 911 notifications are often delayed, which costs precious time. At the recent incident in Sandy Hook, the first law enforcement officer to be dispatched to the incident was not notified for some six (6) minutes after the receipt of the initial 911 phone call. Delays of this nature can prove deadly to those involved in the actual attack.

EXECUTIVE SUMMARY

In an effort to improve school safety and reduce the potential loss of life during a critical incident at a school site, the Selma Unified School District has purchased the "COPsync 911" alert system. This software system, which will be installed at every district school site, allows for instant notification to first responders in the event of a critical incident at a school site.

The automated system, once activated, will send an immediate alert to the five (5) geographically closest police vehicles to the incident. The responding police officers will be able to "chat" with the reporting person directly, getting critical, real-time information about the nature of the attack and the attacker(s). Officers can immediately coordinate their responses without the delays associated with most 911 phone calls, and thus provide a more rapid and effective deployment of resources to address the threat. It will also notify all the other users on the system to ensure the immediate implementation of other emergency procedures, such as school lock downs. The system will also be available to the areas EMS services, including the Fire Department.

<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).
<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: Selma Unfried School District Fund Balance:		

RECOMMENDATION:

Approve and Authorize City Manager to execute agreement with COPsync 911 Alert System.


Greg Garner, Police Chief

9-12-14
Date


Ken Grey, City Manager

9/12/2014
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.

ITEM NO: 1. k.

SUBJECT: Consideration and necessary action on authorizing the city manager to enter into a contract with the Selma Unified School District to provide school resource officers.

EXECUTIVE SUMMARY

The Selma Unified School District, in an effort to provide a safer learning environment for students attending high school, have agree to assist with the cost of providing two (2) School Resource Officers (SRO's) to designated schools within their District. The term of the agreement is August 15, 2014 thru June 15, 2017. Selma Unified will pay the sum of \$170,560.00 for the two officers assigned as SRO's during the first year of this time period, which represents approximately sixty percent (60%) of the actual cost of the officers to the department's budget. This contract is a replacement of previously existing agreements. A planned increase to approximately 80% of actual costs will commence from August, 2015 to August 2016 in an effort to assist SUSD with the transition to fully funding (100%) the SRO's in August 2016.

BACKGROUND

The primary mission of the Selma Police Department School Resource Officer is to improve the quality of life for students, parents, school employees, and related community members directly affected by the program. Specific desired outcomes of the program include:

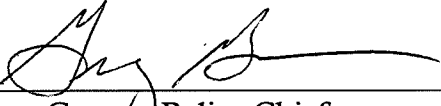
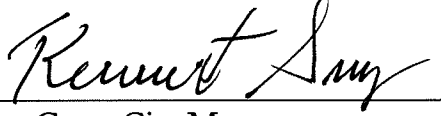
- < Reduction of criminal activity and fear on campus and foster a positive relationship with the school community
- < Handle Calls For Service at designated campuses
- < Identify school related enforcement problems and develop solutions in a problem-solving manner
- < Provide a coordinated team effort between the Selma Police Department and Selma County Probation
- < A general improvement in the relationship between the parties listed herein.

Community Policing calls for a concern for all involved in contact with the law enforcement profession. To maximize the services provided to the community by the Selma Police Department, it is imperative to maintain a fully functioning relationship with educational entities within the city of Selma. This agreement between agencies will lead to the enhancement of collaborative problem solving, a reduced impact on the General Fund, and bolster the quality of life for the students, parents, and staff of the respective schools.

<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).
Officers' salaries funded by Contract		Projected to be cost neutral.
<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: Selma Unified School District Fund Balance:		Future budget impact for equipment shall be neutralized by contract increases.

RECOMMENDATION:

Council authorize the City Manager to enter into a Contract with the Selma Unified School District to provide School Resource Officer services to this educational entity.

 <hr/> Greg Garner, Police Chief	<u>9/10/14</u> Date
 <hr/> Ken Grey, City Manager	<u>9/12/2014</u> 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.

**AGREEMENT
CITY OF SELMA, CALIFORNIA
AND SELMA UNIFIED SCHOOL DISTRICT**

THIS AGREEMENT is made and entered into effective the ____ day of _____, 2014, by and between the City of Selma, (hereinafter referred to as "CITY"), and Selma Unified School District (hereinafter referred to as "DISTRICT").

RECITALS

WHEREAS, DISTRICT recognizes that the Selma Police Department's ("SPD") assignment of School Resource Officers at DISTRICT Selma High School, Abraham Lincoln Middle school, and Heartland Continuation School to perform regular duty law enforcement services is greatly beneficial to DISTRICT in assisting DISTRICT in providing its pupils with campuses which are safe, secure, and peaceful; and

WHEREAS, DISTRICT desires to contribute monies to CITY to partially off-set CITY'S operational costs and thereby assist SPD in continuation of its practice of assigning School Resource Officers at DISTRICT schools; and

WHEREAS, CITY is willing to provide two School Resource Officers to perform regular duty law enforcement services at the aforementioned DISTRICT schools subject to availability of such officers.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained, to be kept and performed by the respective parties, it is mutually agreed as follows:

1. Law Enforcement Services.

(a) CITY will provide two (2) School Resource Officers (hereinafter referred to as "officers") to perform regular duty law enforcement services at DISTRICT's designated schools during the respective school's normal hours of operation and during the time frame that includes the standard school year (excludes summer school), and subject to availability of officers. For purposes of this Agreement, "availability" shall be in the sole determination of SPD's Chief of Police, or his/her designated representative, taking into consideration any factors including, without limitation, health of officer, shortage of manpower, funding, and duty assignment of officer(s) to higher priority matters.

(b) The parties agree that CITY retains control over assignments, wages, and other terms and conditions of employment by CITY of officers. DISTRICT acknowledges that the officers are held to the requirements of the law and SPD policy. DISTRICT agrees that it shall not have authority to direct the officer's law enforcement activity. DISTRICT will immediately notify SPD of any concerns regarding such activity.

2. DISTRICT Contribution: To off-set 60% (year 1) of SPD's operational costs for the fully burdened rate for regular duty law enforcement services at designated DISTRICT schools, DISTRICT shall pay CITY a total of \$170,560.00 in two equal payments of \$85,280.00 each on the following dates: October 1, 2014 and February 1, 2015. To off-set 80% (year 2) of SPD's operational costs for the fully burdened rate for regular duty law enforcement services at designated DISTRICT schools, DISTRICT shall pay CITY a total of 80% of said rate for a city of Selma Police Officer effective on July

1, 2015 in two equal payments, each on the following dates: October 1, 2015 and February 1, 2016. To off-set 100% (year 3) of SPD's operational costs for the fully burdened rate for regular duty law enforcement services at designated DISTRICT schools, DISTRICT shall pay CITY a total of 100% of said rate for a city of Selma Police Officer effective on July 1, 2016 in two equal payments on the following dates: October 1, 2016 and February 1, 2017.

3. Term of Agreement. The term of this Agreement shall begin on October 1, 2014 and shall expire on June 15, 2017, unless terminated earlier in accordance with this Agreement.

4. Termination of Agreement.

(a) Either party may terminate this Agreement without cause upon 30 calendar days prior written notice to the other party.

(b) This Agreement may be terminated immediately by either party upon 7 calendar days prior written notice should the other party fail substantially to observe, fulfill or perform any obligation, covenant, term or condition in accordance with this Agreement. A party will have failed substantially to observe, fulfill or perform any obligation, covenant, term or condition of this Agreement, if such failure is not cured within such 7 calendar days prior written notice and this shall constitute a material default and breach of this Agreement. The party terminating the Agreement may exercise any right, remedy (in law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law, or proceed by appropriate court action to enforce the terms of the Agreement, or to recover direct, indirect, consequential or incidental damages for the breach of the Agreement.

(c) No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

5. Indemnification.

(a) DISTRICT shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CITY, DISTRICT or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising directly or indirectly from the negligent or intentional acts or omissions of DISTRICT or any of its officers, directors, trustees, employees, agents or volunteers in the performance of this Agreement.

(b) CITY shall indemnify, hold harmless and defend DISTRICT and each of its officers, directors, trustees, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CITY, DISTRICT or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising directly or indirectly from the negligent or intentional acts or omissions of CITY or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement.

(c) In the event of concurrent negligence on the part of DISTRICT or any of its officers, officials, employees, agents or volunteers, and CITY or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeitures, costs and damages shall be apportioned under

the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

(d) This section shall survive expiration or termination of this Agreement.

6. It is understood and agreed that DISTRICT and CITY maintain insurance policies or self-insurance programs to fund their respective liabilities. Evidence of Insurance, Certificates of Insurance or other similar documentation shall not be required of either party under this Agreement.

7. Nondiscrimination. Neither party shall employ discriminatory practices in their respective performance under this Agreement on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

8. Independent Contractor and Not a Partnership. For purposes of this Agreement, CITY and DISTRICT shall act in an independent capacity and not as officers or employees or agents of the other. Nothing in this Agreement establishes, constitutes, or will be construed as establishing or constituting a partnership or agency or employment relationship between CITY and DISTRICT. Officers providing services under this Agreement shall remain the employees of CITY, and shall not be employees of DISTRICT.

9. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally or deposited into the United States mail, with postage prepaid, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice.

10. Binding. Once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

11. Assignment. Neither party may assign or transfer, by operation of law or otherwise, all or any of its rights or obligations under this Agreement without the prior written consent of the other party.

12. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

13. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Selma County, California.

14. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

15. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.

16. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

17. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

18. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both CITY and DISTRICT.

IN WITNESS WHEREOF, the parties have executed this Agreement at Selma, California, the day and year first above written.

CITY OF SELMA,

By: _____
Kenneth Grey, City Manager

ATTEST:
REYNA RIVERA
City Clerk

By: _____

APPROVED AS TO FORM:
NEAL COSTANZO
City Attorney

By: _____

Addresses:

CITY:
Selma Police Department
Attention: Ken Grey, City Manager
1710 Tucker Street
Selma, CA 93662

SELMA UNIFIED SCHOOL DISTRICT

By: _____
Mark Sutton
Superintendent,
Selma Unified School District

APPROVED AS TO FORM:

By: _____
Larry Teixeira,
Assistant Superintendent,
Selma Unified School District

DISTRICT:

Selma Unified School District
Attention: Mark Sutton,
Superintendent
3036 Thompson Ave.
Selma, California 93662

DRAFT

Check Register Report

1.1

Date: 09/10/2014

Time: 8:53 am

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							
64251	09/02/2014	Printed		10170.073	AIR LIQUIDE HEALTHCARE AMERICA	OXYGEN CYLINDER RENTAL	104.33
64252	09/02/2014	Printed		10180.755	ALL SPORTS OFFICIATING	COED OFFICIATING FEES	900.00
64253	09/02/2014	Printed		10180.801	ROMEY ALVAREZ	PER DIEM 9/16-9/18 POST IV	33.00
64254	09/02/2014	Printed		10190.030	AMBILL	AMB BILLING-JULY 2014	6,032.00
64255	09/02/2014	Printed		10190.063	AMERICAN AMBULANCE	SEPTEMBER 2014 PAYMENT	80,333.33
64256	09/02/2014	Printed		10100.510	AT&T	TELEPHONE-AUGUST 2014	19.80
64257	09/02/2014	Printed		10100.515	AT&T	FAX CHARGES-AUGUST 2014	194.40
64258	09/02/2014	Printed		10210.255	BANNER PEST CONTROL INC	PEST CONTROL-AUGUST 2014	401.00
64259	09/02/2014	Printed		10320.812	CALIFORNIA STATE UNIVERSITY	ED WORKSHOP-CM	700.00
64260	09/02/2014	Printed		10370.953	COOL AIR SPECIALTY	REPL MINI SPLIT SYSTEM-PD	2,780.00
64261	09/02/2014	Printed		10670.218	COUNTY OF FRESNO-COMM HEALTH D	DISPATCHING SERVICES-JUNE 2014	368.00
64262	09/02/2014	Printed		10560.250	EMPLOYMENT DEVELOPMENT DEPT.	SUI QTRLY PMT 4/1-6/30/14	444.00
64263	09/02/2014	Printed		10660.099	FRANCHISE TAX BOARD	CS#550680107	45.94
64264	09/02/2014	Printed		10670.150	FRESNO CITY COLLEGE	BACKGROUND INVESTIGATION	95.00
64265	09/02/2014	Printed		11310.864	MONIQUE GARCIA	MARIACHI FESTIVAL 9/14/14	600.00
64266	09/02/2014	Printed		10810.220	HANFORD SENTINEL	CUP 1406 E FRONT	65.92
64267	09/02/2014	Printed		10820.020	HEALTHEDGE ADMINISTRATORS INC.	DENTAL,VISION,CHIRO 8/20/14	1,516.16
64268	09/02/2014	Printed		10820.155	HENRY SCHEIN INC.	MEDICAL SUPPLIES	244.80
64269	09/02/2014	Printed		10820.710	D.B. HEUSSER	DIRECT DEPOSIT ERROR	310.17
64270	09/02/2014	Printed		10820.702	HEWLETT-PACKARD FINANCIAL SERV	LEASE FOR DESKTOP PCS-SEPT 14	1,906.33
64271	09/02/2014	Printed		10850.210	MATTHEW HUGHES	PER DIEM 9/16-9/18 POST IV	33.00
64272	09/02/2014	Printed		10900.281	I LOVE TO CREATE	CERAMIC SUPPLIES-SC	9.31
64273	09/02/2014	Printed		10900.440	INGRAM DIGITAL ELECTRONICS	ADJ PEDETRIAN TIMING	137.81
64274	09/02/2014	Printed		11000.125	J&A DRUG & ALCOHOL TESTING	EMPLOYEE DRUG TESTING-PD	178.00
64275	09/02/2014	Printed		11010.209	JACK'S REFRIGERATION INC.	BUSINESS LIC OVERPAYMENT REIMB	55.00
64276	09/02/2014	Printed		11010.262	JOSE JAIME	MARIACHI FESTIVAL 9/14/14	300.00
64277	09/02/2014	Printed		11000.120	JB SOUND CO.	MARIACHI FESTIVAL 9/14/14	1,000.00
64278	09/02/2014	Printed		11120.510	JEFF KESTLY	MEDICAL PREMIUM REIMB SEP 2014	149.12
64279	09/02/2014	Printed		11180.230	KRAZAN & ASSOCIATES	ENVIRONMENTAL-FORMER SHELTER	1,750.00
64280	09/02/2014	Printed		11210.681	JORGE LUIS LARIS	MARIACHI FESTIVAL 9/14/14	2,100.00
64281	09/02/2014	Printed		11250.625	LOS PAISANOS	MARIACHI FESTIVAL 9/14/14	200.00
64282	09/02/2014	Printed		11250.630	LOSS PROTECTION AND	MONTHLY SERVICES OF CONTAINERS	60.00
64283	09/02/2014	Printed		11310.706	GILBERT MARTINEZ	MARIACHI FESTIVAL 9/14/14	600.00
64284	09/02/2014	Printed		11330.050	STEVEN MCINTIRE	MEDICAL PREMIUM REIMB SEP 2014	1,111.29
64285	09/02/2014	Printed		11361.134	MPI PRIME CONSTRUCTION INC	VINCENT HOUSE PROJ-PHASE 1	12,450.00
64286	09/02/2014	Printed		11410.073	TERRY NARACON	SENIOR CENTER ENTERTAINMENT	80.00
64287	09/02/2014	Printed		11530.140	BERTA OLIVIA	MARIACHI FESTIVAL 9/14/14	1,000.00
64288	09/02/2014	Printed		11620.115	LANCE PEARCE	PER DIEM 9/16-9/18 POST IV	33.00
64289	09/02/2014	Printed		11640.800	PITNEY BOWES INC.	RENTAL CHARGE 9/16-12/15/14-PD	277.26
64290	09/02/2014	Printed		11760.115	NICHOLAS QUISENBERRY	PER DIEM 9/16-9/18 POST IV	33.00
64291	09/02/2014	Printed		11810.361	RAY MORGAN COMPANY	LEASE PAYMENT-AUGUST 2014	668.66
64292	09/02/2014	Printed		11910.880	REECE SANTOS	GRAPHIC DESIGN-THE CRUCIBLE	125.00
64293	09/02/2014	Printed		11926.843	SECOND CHANCE ANIMAL SHELTER	MONTHLY PAYMENT-SEPT	5,500.00
64294	09/02/2014	Printed		11945.800	SELMA UNIFIED SCHOOL DISTRICT	FUEL-JULY 2014	18,367.20
64295	09/02/2014	Printed		11956.908	SPENCE FENCE COMPANY ENTER.	INSTALL IRON GATE-SALAZAR RR	995.00
64296	09/02/2014	Printed		11975.623	STEVE & JOHN'S MOBILE GLASS	BUSINESS LIC OVERPAYMENT REIMB	50.00

Check Register Report

Date: 09/10/2014

Time: 8:53 am

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							
64297	09/02/2014	Printed		12028.082	THE BEARS DEN	BUSINESS LIC OVERPAYMENT	9.00
64298	09/02/2014	Printed		12172.409	UPPER KINGS BAISIN IRWM AUTH.	REIMB ANNUAL IRWMP MEMBERSHIP	7,000.00
64299	09/02/2014	Printed		12180.572	RANDALL UYEDA	REIMBURSEMENT	29.69
64300	09/02/2014	Printed		12270.190	VERIZON WIRELESS	AIRCARDS-AUGUST 2014	523.20
64301	09/02/2014	Printed		12310.051	WAL MART STORES, INC.	REIMB. AGREEMENT-SEPT 2014	2,010.34
64302	09/02/2014	Printed		12252.630	YRIBARREN GROUP	CONSULTING SERVICES-AUGUST 14	6,250.00
64303	09/02/2014	Printed		12640.110	ZEE MEDICAL SERVICE CO.	FIRST AID SUPPLIES-PD	143.25
				Total Checks: 53		Checks Total (excluding void checks):	160,322.31
				Total Payments: 53		Bank Total (excluding void checks):	160,322.31
				Total Payments: 53		Grand Total (excluding void checks):	160,322.31

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

September 15, 2014

ITEM NO:

2.

SUBJECT:

Review and approve Fresno County Community Development Block Grant (CDBG) Program application package for funding year 2015-2016.

BACKGROUND:

Every year Fresno County and HUD requires an application package be submitted to verify that the proposed Community Development Block Grant (CDBG) project qualifies for funding.

Qualification of projects is based upon several factors:

1. The project must be in an area predetermined by Fresno County to serve a low income/disadvantaged population.
2. Projects outside the predetermined areas qualify if the proposed improvements are for removal of access barriers (ADA improvements) only.
3. Projects on arterial/collector roadways within the predetermined areas are not fundable unless it can be shown that the residents in the area receive a majority of the benefit.

DISCUSSION:

The project being submitted for the 2015-2016 funding cycle is:

Purchase of Land for Groundwater Recharge Basin

Purchase of an approximately 10 acre parcel of land (APN 390-020-27) located at 2121 Valley View in Selma for use as a groundwater recharge basin. The transaction is proposed to include dedication of 4 parcels back to the current owner, so that they may retain the four homes located on the parcel. Ultimate land purchase is approximately 8.76 acres.

The Engineer's estimate for the purchase of this parcel is \$240,000.

<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>
\$240,000		None
<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: CDBG \$240,000 Fund Balance:		None

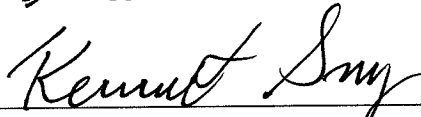
RECOMMENDATION: Hold public hearing and approve Fresno County Community Development Block Grant (CDBG) Program application package for funding year 2015-2016.



Joseph Daggett – City Engineer

9/10/2014

Date



Kenneth Grey – City Manager

9/12/2014

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.

RESOLUTION NO. 2014- R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA
APPROVING THE APPLICATION FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT
FOR FISCAL YEAR 2015-2016**

WHEREAS, the City of Selma is applying for the Community Development Block Grant (CDBG) funding for the fiscal year 2015-2016 from the County of Fresno Community Development Department for the following proposed project; and

Purchase of Land for Groundwater Recharge Basin

- APN 390-020-27

WHEREAS, the amount of the application is \$240,000; and

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Selma does hereby approve the application for the CDBG project for the fiscal year 2015-2016, and it is to be sent to the County of Fresno Community Development Department for approval. The City Council of the City of Selma further resolves that the City Manager is hereby authorized to sign the necessary project agreement once received from the County of Fresno and any amendments to the agreement thereof.

I, REYNA RIVERA, City Clerk of the City of Selma, do hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the City Council of the City of Selma on the 15th day of September, 2014, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

George Rodriguez
Mayor Pro Tem of the City of Selma

ATTEST:

Reyna Rivera
City Clerk

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

September 15, 2014

ITEM NO: 3 .

SUBJECT: Public Hearing to receive community input and recommendations for use of Community Development Block Grant (CDBG), Home Investment Partnerships (HOME), and Emergency Shelter Grant (ESG) Program funds as part of the County of Fresno's preparation for submittal to U.S. Department of Housing and Urban Development of the 2015-19 Consolidated Plan.

BACKGROUND: As part of the County of Fresno's preparation for submittal of the 2015-19 Community Development Block Grant Consolidation plan to the US Dept. of Housing and Urban Development each community has been requested to hold a public meeting where input and recommendations on the use of CDBG funds in our City can be Discussed. During the public meeting, County of Fresno Staff will present to the Council and to the public the various types of eligible projects that can be funded with CDBG funds. The attached notice was posted on September 12, 2014.

Staff was requested to hold the public hearing in conjunction with the required CDBG public hearing for the 2015-16 Grant Application.

<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).
None		
<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: Fund Balance:		

RECOMMENDATION: Conduct public hearing.


 Ken Grey, City Manager

9/12/2014
 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.



County of Fresno

DEPARTMENT OF PUBLIC WORKS AND PLANNING
ALAN WEAVER, DIRECTOR

ATTENTION PUBLIC NOTICE

On September 15, 2014, the County of Fresno will hold a public meeting in the Community of Selma to receive community input and recommendations for use of Community Development Block Grant (CDBG), Home Investment Partnerships (HOME), and Emergency Shelter Grant (ESG) Program funds for fiscal years 2015-19.

The U.S. Department of Housing and Urban Development's (HUD), CDBG, HOME and ESG Program funds are administered by the County of Fresno to address housing and community development needs of low- and moderate-income persons. Types of eligible activities include housing and commercial rehabilitation; infrastructure improvements such as water, sewer, streets, and drainage; fire protection facilities and equipment; solid waste facilities; public services; libraries and community centers in eligible areas of Fresno County.

Interested citizens, individuals and/or organizations are encouraged to attend and make recommendations to the County for future projects in the Community of Selma. Meeting information is as follows:

DATE:	<u>9/15/14</u>
TIME:	<u>6:00 p.m.</u>
LOCATION:	<u>Selma City Hall</u>

This public meeting is designed to receive your comments and recommendations for inclusion of eligible community activities in the County of Fresno, 2015-19 Consolidated Plan document. A Community Development Specialist will be available to record public comment regarding your community's needs and priorities, and to answer questions. The Consolidated Plan is scheduled for submission to HUD on or before May 15, 2015.

If you have any questions or need more information, please call Jonathan Avedian, or Jared Nimer, Fresno County Community Development Division, (559) 600-4292.

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

September 15, 2014

ITEM NO:4**SUBJECT:** Consideration and necessary action on Resolution Approving and Authorizing Execution of Second Amendment to Agreement Between City of Selma and Consolidated Irrigation District (CID).

DISCUSSION: Selma is party to that certain Cooperative Agreement between it and Consolidated Irrigation District (CID) dated October 1, 2014. Among other things, the Agreement provides that the City is to adopt an ordinance which levies a surcharge on the water purveyor of the City, California Water Service Company (Cal Water) and the City has in fact adopted an ordinance levying that surcharge and requiring the payment to the City of groundwater recharge fees if and when a surcharge on Cal Water's rate payers is authorized by the Public Utilities Commission (PUC) that is sufficient to cover the fees assessed against Cal Water. To gain approval of the PUC, the City filed a Joint Application with Cal Water asking for approval of the required surcharge. Both the Agreement and the ordinance adopted by the City set that fee assessed against Cal Water and passed along to rate payers at \$130 per "net" acre feet of groundwater extracted through wells operated by Cal Water. The original agreement, and the corresponding ordinance, defined net groundwater extraction as total groundwater extraction, as measured by a meter, less 20%, which was intended to be a credit for groundwater recharge occurring naturally within the City of Selma.

As a result of the proceedings, it was determined that following adoption of the original Cooperative Agreement, CID has adopted a series of agreements with a total of four other cities, all of which include an exhibit which computes the amount of the credit given to each city for recharge occurring naturally by a specific formula. Use of that same formula for the City of Selma (which is based upon acreage of the City, and volume of groundwater extraction occurring per acre) yields a 27% credit, rather than the 20% granted by the original agreement. Increasing the credit accorded to the City decreases the net amount of groundwater extraction against which the \$130 per acre foot fee is charged and, in turn, reduces the amount of the surcharge imposed upon Cal Water's customers as a result.

The PUC would not approve of a groundwater recharge funding mechanism that imposes on rate payers within the City of Selma a disproportionate burden to that being imposed upon rate payers in surrounding cities that also have agreements with CID. CID has agreed to amend the Cooperative Agreement and to determine the amount of credit and resulting net groundwater extraction against which the \$130 extraction fee is charged, by application of the the formula used for calculating the credit accorded to each of the surrounding cities. Application of the formula for Selma yields a 27% credit.

The change in the amount of net groundwater extraction against which the \$130 charge is applied, also results in a decrease in the maximum balance of the replenishment fee that is established through collected surcharges from \$4,000,000 to \$3,000,000.

The 2nd Amendment ensures that Selma rate payers are being treated just as favorably as rate payers in the surrounding cities having agreements with CID. It also greatly enhances the prospects of PUC approval of that surcharge. The Amendment is beneficial to Selma and its rate payers.

<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>
none		none
<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: none Fund Balance:		nne

RECOMMENDATION:

Adopt resolution approving Second Amendment to Cooperative Agreement between CID and Selma and authorizing execution of agreement

/s/ Neal E. Costanzo

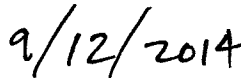
09/11/2014

Neal E. Costanzo, City Attorney

Date



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.

**SECOND AMENDMENT TO COOPERATIVE AGREEMENT
BETWEEN CONSOLIDATED IRRIGATION DISTRICT ("CID")
AND THE CITY OF SELMA**

This Second Amendment to the Cooperative Agreement between Consolidated Irrigation District ("CID"), a California irrigation district, and the City of Selma, a municipal corporation ("City"), is made and entered into this _____ day of September 2014.

RECITALS

WHEREAS, the Cooperative Agreement between the District and the City recites that California Water Service Company ("Cal Water") is a California corporation and a public utility regulated by the California Public Utilities Commission ("PUC") that operates ground water wells located in the Selma District which includes the Selma City boundaries to provide potable water to residents, businesses and other water users in the City; and

WHEREAS, the Cooperative Agreement recites that the City will consider adopting an ordinance (the "Ordinance") that will levy a surcharge "on water use and users in the City" which phrase refers specifically to Cal Water and provides that the Ordinance shall require Cal Water to pay to the City Ground Water Recharge fees as described in the Agreement, but "only if and after Cal Water obtains from the PUC its approval of the Ordinance and Cal Water's undertaking all of those obligations, imposing that surcharge at those rates, and in fact, paying those fees" ("PUC Approval"); and

WHEREAS, pursuant to the Cooperative Agreement, Cal Water and the City have filed a Joint Application A.14-01-008 following City adopting an Ordinance which requires Cal Water to equip its wells with meters that accurately measure the instantaneous flow and accumulated volume of water extracted by those wells and to pay a Baseline Fee and Replenishment Fee (collectively referred to as "Ground Water Recharge Fees") as described in Section 3 of the Cooperative Agreement; and

WHEREAS, in connection with the joint application, City has determined that following the making of the Cooperative Agreement between CID and the City, CID entered into cooperative agreements with the Cities of Fowler and Sanger and the contracts that CID has with those two cities and with Parlier and Kingsburg determine the net amount of groundwater use according to a formula that appears in a chart that is included as Exhibit A to each of those agreements and the Cooperative Agreement between CID and the City simply states that the net groundwater extraction against which the Groundwater Recharge and Replenishment Fees are multiplied is determined by reducing the reported volume of groundwater extraction by twenty percent (20%); and

WHEREAS, in the joint application proceedings, representatives of rate payers have expressed a desire to establish proper determination of the net groundwater extraction for all cities by application of the same formula, or a variant of that formula which takes into account meaningful differences between the cities relating to the amount of groundwater recharge occurring in the City at the time the Cooperative Agreement was made.

NOW, THEREFORE, THE PARTIES AGREE TO AMEND THE COOPERATIVE AGREEMENT AS FOLLOWS:

1. Recitals. The Recitals stated above are true and correct and are a substantive part of this Second Amendment to the Cooperative Agreement.

2. Reporting of Net Annual Groundwater Extraction; Ordinance. The provisions of paragraph 2, subparagraph (b) of the Cooperative Agreement are amended to read as follows:

"(b) The Ordinance will require that within thirty (30) days after the Effective Date and within thirty (30) days after each calendar quarter thereafter, CalWater shall report to the District and City the volume of Groundwater Extraction for the previous calendar quarter. The volume of Net Groundwater Extraction shall be determined as set forth in Exhibit A-1 attached and incorporated to this amendment by reference."

3. Establishment of Groundwater Replenishment Fund and Groundwater Replenishment Fund Oversight Committee. The provisions of paragraph 5, subparagraph (b) of the Cooperative Agreement shall be amended to read as follows:

"(b) The Replenishment Fund is not to exceed Three Million Dollars (\$3,000,000) (**Maximum Balance**) without the approval of City. Should the Replenishment Fund reach the Maximum Balance, and the City does not approve an increase in the Maximum Balance, Replenishment Fee payments shall be decreased by an amount such that the Replenishment Fund balance will not exceed the Maximum Balance. In the event the Replenishment Fund balance equals the maximum balance at the time CalWater is to pay City and City is to pay the Replenishment Fee, no such payment will be due or owing until the next subsequent year when the Replenishment Fund is below the Maximum Balance."

4. Effective Date. The provisions of paragraph 20, subparagraph (a) are amended to read as follows:

"(a) If, by March 1, 2015, or such extended date as the parties may agree to, this agreement has not gone into effect by its terms and therefore an Effective Date has not been established, this Cooperative Agreement shall terminate for all purposes and any provisions of this Cooperative Agreement that were operative before and pending establishment of the effective date shall terminate."

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

"CITY"

"DISTRICT"

"CITY OF SELMA"

CONSOLIDATED IRRIGATION
DISTRICT

By _____
George Rodriguez, Mayor Pro Tem

By _____
Board President
Consolidated Irrigation District
2255 Chandler Street
Selma, California 93662

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA
APPROVING AND AUTHORIZING EXECUTION OF SECOND
AMENDMENT TO COOPERATIVE AGREEMENT BETWEEN CONSOLIDATED
IRRIGATION DISTRICT (CID) AND THE CITY OF SELMA**

WHEREAS, the City is a party to that certain Cooperative Agreement between it and CID dated October 1, 2012 which provides, among other things that the City will consider adopting an ordinance (the "Ordinance") that will levy a surcharge "on water use and users in the City" which phrase refers specifically to California Water Service Company (Cal Water) and provides that the Ordinance shall require Cal Water to pay to the City Ground Water Recharge fees as described in the Agreement, but "only if and after Cal Water obtains from the[California Public Utilities Commission] PUC its approval of the Ordinance and Cal Water's undertaking all of those obligations, imposing that surcharge at those rates, and in fact, paying those fees" ("PUC Approval"); and

WHEREAS, pursuant to the Cooperative Agreement, Cal Water and the City have filed a Joint Application A.14-01-008 following City adopting an Ordinance which requires Cal Water to equip its wells with meters that accurately measure the instantaneous flow and accumulated volume of water extracted by those wells and to pay a Baseline Fee and Replenishment Fee (collectively referred to as "Ground Water Recharge Fees") as described in Section 3 of the Cooperative Agreement; and

WHEREAS, in connection with the joint application, City has determined that following the making of the Cooperative Agreement between CID and the City, CID entered into cooperative agreements with the Cities of Fowler and Sanger and the contracts that CID has with those two cities and with Parlier and Kingsburg determine the net amount of groundwater use according to a formula that appears in a chart that is included as Exhibit A to each of those agreements and the Cooperative Agreement between CID and the City simply states that the net groundwater extraction against which the Groundwater Recharge and Replenishment Fees are multiplied is determined by reducing the reported volume of groundwater extraction by twenty percent (20%); and

WHEREAS, in the joint application proceedings, representatives of rate payers have expressed a desire to establish proper determination of the net groundwater extraction for all cities by application of the same formula, or a variant of that formula which takes into account meaningful differences between the cities relating to the amount of groundwater recharge occurring in the City at the time the Cooperative Agreement was made.

WHEREAS, to bring the Cooperative Agreement in conformity with agreements between CID and the cities of Fowler, Kingsburg, Sanger and Parlier and to establish the fair treatment of Selma District rate payers with rate payers in those cities, CID and the City have agreed that the net groundwater extraction against which groundwater recharge and replenishment fees are to be multiplied shall be determined by a formula reflected in an Exhibit A-1 to the Second Amendment to this Cooperative Agreement so that the aforementioned fees are multiplied by reducing the total reported volume of groundwater extraction by 27% and have agreed to amend the Agreement accordingly; and

WHEREAS, as a result of the adoption of the aforementioned formula, the parties wish to amend the Agreement so as to decrease the maximum fund balance of the replenishment fund established by the Agreement and the City's ordinance from \$4,000,000 to \$3,000,000; and

WHEREAS, the proposed amendment is beneficial to rate payers within the Selma District in that it reduces accordingly the amount of the surcharge required to be assessed to enable collection of the required revenue by Cal Water.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the foregoing recitals are true and correct.
2. That the Second Amendment to the Cooperative Agreement between Consolidated Irrigation District and the City of Selma, a copy of which is attached and incorporated by reference as Exhibit A is approved and the Mayor Pro Tem is authorized to execute the Second Amendment to Cooperative Agreement on behalf of the City of Selma.

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 _____, 2014, by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ATTEST:

George Rodriguez, Mayor Pro Tem

Reyna Rivera
City Clerk of the City of Selma

CALCULATION OF NET GROUNDWATER USE

Prepared by: Joeseeph Daggett C71873



City	1 Total GH2O Pumped ⁽¹⁾	2 Discharge to WWTP ⁽²⁾	3 ET ⁽³⁾	4 Net WWTP Recharge ⁽⁴⁾	5 Ramp up Reduction Factor ⁽⁵⁾	6 Location Reduction Factor ⁽⁶⁾	7 Allowed WWTP Recharge ⁽⁷⁾	8 City Acreage ⁽⁸⁾	9 Stormwater Recharge ⁽⁹⁾	10 Net GH2O Use ⁽¹⁰⁾
			2 x .15	2 - 3			4 x 5 x 6		8 x 0.92 x 0.4	1 - (7-9)
Selma	6019	2576	386	2190	0.9	0.2	394	3283	1208	4417

- 1) Groundwater pumping (in acre feet reported to State Dept. of Health. Office of Drinking Water.)
- 2) Effluent discharge (in acre feet) to ponds at Wastewater Treatment Plant (WWTP) as reported by Selma.
- 3) Evapotranspiration (ET) in acre feet at WWTP. Per City of Fresno data 15% water loss is assumed due to pond evaporation, sludge drying, etc. This loss is deducted from discharge to WWTP after deducting for ET
- 4) Net direct recharge in acre feet at WWTP after deducting for ET
- 5) Since the "ramp-up" of annual contributions set forth in subparagraph 2(g) of the Agreement provides, in effect, a discount favor of the City, the factor multiplies the recharge by 90% (reduces the recharge by 10%) as partial compensation to CID
- 6) Factor to account for unfavorable location of WWTP recharge. Factor is multiplied by net WWTP recharge to determine allowed WWTP recharge. Because discharge at SKF can only benefit approximately 20% of the land within Consolidated Irrigation District (CID), a factor of 0.2 is applied. Discharges at Parlier and Sanger WWTP's occur up gradient of CID and are therefore assigned a factor of 1.0.
- 7) Allowed WWTP recharge (in acre feet). Volume is determined by multiplying net WWTP recharge by reduction factor.
- 8) Total acreage within the city limits as provided by LAFCo.
- 9) Volume (in acre feet) of stormwater recharged by city. Calculated by multiplying city acreage by average annual rainfall of 0.92 feet (11 inches) and multiplying by runoff coefficient (0.4) that accounts for land use as used by Fresno Metropolitan Flood Control District.
- 10) Net groundwater use (in acre feet) is determined by subtracting allowed WWTP recharge from total groundwater pumped.

** Special Note: This calculation spreadsheet is modeled the after calculation sheet prepared by Consolidated Irrigation District

CITY MANAGER'S/STAFF REPORT

COUNCIL MEETING DATE:

September 15, 2014

ITEM NO:

5.

SUBJECT:

Consideration and Necessary Action on Ordinance of the City Council of the City of Selma Amending Section 4 of Chapter 4 of Title XII of the Selma Municipal Code Entitled Groundwater Overdraft Mitigation Fees - *First Reading and Introduction.*

DISCUSSION: On September 17, 2012 by a 3-0 vote, this Council approved a Resolution Authorizing the Mayor to Execute and the Mayor did in fact execute a Cooperative Agreement Between Consolidated Irrigation District (CID) and the City of Selma (the "Cooperative Agreement").

On March 17, 2014, this Council approved a First Amendment to the Cooperative Agreement. Generally, the Cooperative Agreement, among other things, provides for the City's payment to CID and into a groundwater recharge fund a "baseline fee" of \$0.069 per one hundred cubic feet of net groundwater extraction (equal to actual groundwater extraction as measured by meters, less 20%) and a \$0.23 per one hundred cubic feet net groundwater extraction occurring during each calendar year.

The contract contemplates the City will by ordinance require the water purveyor, Cal Water, to pay those amounts to the City and that Cal Water will recover the funds necessary to make that payment by imposing a surcharge on its customers which requires approval of the California Public Utilities Commission (CPUC). The City adopted that ordinance on November 5, 2012, (Ordinance 2012-4).

The City and Cal Water have filed a Joint Application, Application No. 14-01-008, before the California Public Utilities Commission for approval of a surcharge to ratepayers of the utility, Cal Water. The Council has approved a Second Amendment to the Cooperative Agreement which increases the credit given to the City for groundwater recharge occurring naturally in the City and decreases as a result of the net groundwater extraction against which the baseline and replenishment fees are applied according to the terms of the Ordinance from 20% to 27%. The amendment also decreases the maximum fund balance in the replenishment fund established pursuant to the Cooperative Agreement from \$4,000,000 to \$3,000,000. These changes will result in lowering the surcharge to rate payers of Cal Water needed to fund the replenishment fees required by the City's groundwater ordinance.

The proposed ordinance amendment changes one phrase in the entire section which appears at Section 4(A)(2), changing the definition of net groundwater extraction from total groundwater extraction less 20% to total groundwater extraction less 27%.

<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>
none		none
<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: none Fund Balance:		nne

RECOMMENDATION:

Waive first reading and introduce Ordinance Amending Section 4 of Chapter 4 of Title XII of the Selma Municipal Code entitled Groundwater Overdraft Mitigation Fees

/s/ Neal E. Costanzo

09/11/2014

Neal E. Costanzo, City Attorney

Date


Ken Grey, City Manager

9/12/2014
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.

ORDINANCE 2014-_____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SELMA AMENDING
SECTION 4 OF CHAPTER 4 OF TITLE XII OF THE SELMA MUNICIPAL CODE
ENTITLED GROUNDWATER OVERDRAFT MITIGATION FEES**

WHEREAS, on September 17, 2013, the City Council of the City of Selma ("City") approved a resolution authorizing the Mayor to execute and the Mayor did, in fact, execute a "Cooperative Agreement between Consolidated Irrigation District and the City of Selma" (the "Cooperative Agreement"); and

WHEREAS, the Cooperative Agreement provides for the adoption of an ordinance by the City imposing on California Water Service Company, the public utility which provides municipal water service within the City of Selma an annual fee based upon the volume of groundwater extracted by it in every calendar year, subject to approval of the California Public Utilities Commission of increased rates or a surcharge to be imposed by California Water Service Company on its customers, as necessary, to fund the full amount of the fee payable by the Ordinance which was adopted as Chapter 4 to Title XII of the Selma Municipal Code; and

WHEREAS, the Fee imposed upon Cal Water and the resulting amount of the surcharge to be imposed on its ratepayers to cover that fee is the equivalent of \$130 per "net" acre foot of groundwater extracted through wells operated by Cal Water as measured by meters. The "net" groundwater extraction is defined both by the original Cooperative Agreement and by the City's ordinance, at Section 4 of Title XII to be the total amount of groundwater extraction less 20%. The 20% is intended to compensate Selma, and derivatively, the rate payers, for groundwater recharge occurring naturally in the City. As a result of proceedings initiated jointly by the City and Cal Water before the California Public Utilities Commission (PUC) it has been determined that CID has a number of cooperative agreements with all of the surrounding cities and that the net groundwater extraction for those cities is to be determined by a formula set forth in an exhibit to each Cooperative Agreement which is the same for each of those cities with the net groundwater extraction dependent upon the amount of "credit" given to each city for groundwater recharge naturally occurring within that city. The credit given to Selma under the original Cooperative Agreement is not determined by any such formula and using the formula applied to other cities by the Cooperative Agreements with CID, results in a higher credit and lower net groundwater extraction rate and, consequently, using the formula to determine the credit or net groundwater extraction to which the \$130 acre foot charge is to apply would reduce significantly the amount of the surcharge

that is necessary to be imposed on rate payers with Cal Water in order to enable it to pay the fee required by the City's ordinance to the City; and

WHEREAS, to provide for uniform treatment of all cities and their respective rate payers among those cities which have cooperative agreements with CID, CID has agreed to determine the amount of the credit or net groundwater extraction by application of the same formula that is applied to the surrounding cities in their cooperative agreements with CID and application of that formula to the City of Selma results in the City's credit increasing from 20% to 27%, thereby decreasing the net groundwater extraction against which the \$130 per acre foot charge is to be applied and decreasing the amount of the surcharge necessary to be imposed on rate payers to cover those fees; and

WHEREAS, it is necessary to amend Section 4 of Title XII so as to provide that the definition of the term "net groundwater extraction" as referred to in that section and in the groundwater mitigation fee ordinance generally to mean annual total groundwater extraction less 27% in order to conform the provisions of the ordinance to the agreement as reflected by a second amendment to the Cooperative Agreement.

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

Section 1. Section 4 of Chapter 4 of Title XII of the Selma Municipal Code is hereby amended to read as follows:

"12-4-4 Imposition of Groundwater Impact Fee on Public Utility Provider of Municipal Water Supplies Which Include all Residential, Commercial and Industrial Water Supplied by the Public Utility.

- A. Commencing on the date on which a determination of the California Public Utilities Commission relating to the application of this ordinance becomes effective or final (the "Effective Date"), the public utility, California Water Service Company, or its successor (the "Utility"), which supplies municipal water within the City of Selma to residential, commercial or industrial water users shall pay to the City a groundwater impact or replenishment fee computed as follows:

- (1) The Utility shall equip all groundwater wells, operated by it and located within the City of Selma boundaries, or the City of Selma Sphere of Influence, or within the "Selma District" of the utility used to provide water anywhere within such territory for municipal, residential, commercial or industrial use with meters that accurately measure the instantaneous flow and accumulated volume of water

extracted from the groundwater by those wells ("Groundwater Extraction") and report to the City within 30 days after each calendar quarter, of each year following the Effective Date of this ordinance, the volume of Groundwater Extraction for the previous calendar quarter.

- (2) The volume of Net Groundwater Extraction shall be determined by reducing the reported volume of Groundwater Extraction by twenty-seven percent (27%).
- (3) The Utility shall pay to the City of Selma within 30 days after the end of the calendar year following the Effective Date of this ordinance, and annually thereafter, the following amounts:
 - (i) Sixty-nine One-thousandths Dollars (\$0.069) per 100 cubic feet of Net Groundwater Extraction occurring during the calendar year; and
 - (ii) Twenty-three One-hundredths Dollars (\$0.23) per 100 cubic feet of Net Groundwater Extraction occurring during the calendar year (the "Replenishment Fee").

B. The Utility shall maintain records of all pumping for the purpose of supplying water within the City. Such records shall identify the volume of water pumped from each well utilized to provide water service within the City. Such records shall be subject to inspection by the City during normal business hours after providing five (5) working days' notice of intent to inspect such records.

C. In lieu of the payment of the fee specified above, the City may, in its sole discretion, reduce the portion of the Replenishment Fee that is Twenty-three One-hundredths Dollars (\$0.23) per 100 cubic feet of Net Groundwater Extraction occurring during the calendar year to an amount that is equal to the following percentages of said portion of the Replenishment Fee:

- (1) For the first year during which this ordinance and the obligation for payment of the Replenishment Fee is in effect twelve and one-half percent (12.5%) of such fee.
- (2) During the second year this ordinance is in effect, twenty-five percent (25%) of said portion of such fee.
- (3) During the third year this ordinance is in effect thirty-seven and one-half percent (37.5%) of the said portion of such fee.
- (4) During the fourth year this ordinance is in effect fifty percent (50%) of the said portion of such fee.

- (5) During the fifth year this ordinance is in effect sixty-two and one half percent (62.5%) of said portion of such fee.
 - (6) During the sixth year this ordinance is in effect seventy-five percent (75%) of said portion of such fee.
 - (7) During the seventh year this ordinance is in effect, eighty-seven and one-half percent (87.5%) of said portion of such fee.
 - (8) During and after the eighth year this ordinance is in effect 100% of said portion of such fee shall be payable.
- D. The groundwater impact or Replenishment Fee required by this section shall be payable, if, but only if, by application to the California Public Utilities Commission, the Utility, is permitted and authorized to impose a surcharge payable by the customers of the Utility in an amount necessary to cover the full amount of the fees payable and the time for payment of the fees, and the implementation of all actions required or allowed by this ordinance shall be determined by reference to the date on which such approval of the California Public Utilities Commission is effective or final.
- E. Within 30 days after the Effective Date of this ordinance, the Utility shall file with the California Public Utilities Commission and, thereafter diligently pursue appropriate applications for approval of the California Public Utilities Commission (PUC) of the Utility undertaking the obligations imposed by this ordinance and after receiving approval of the PUC shall observe and perform all requirements of this ordinance. In the event the PUC does not approve of the imposition of the fees required by this ordinance on the Utility, or does not approve the surcharge necessary to fund the payments required by this ordinance, the Utility shall timely petition the PUC to reconsider and revise its opinion or order or shall appeal the same in the manner permitted by law.
- F. Following the fifth anniversary on which this ordinance becomes effective, the fees payable by the Utility to the City as required in Section 12-4-4, above, shall be subject to an annual increase equal to the amount of the increase of the Consumer Price Index (CPI) using the "All Urban Consumers San Francisco-Oakland-San Jose Area, All Items (1982-84=100) Index", as published by the United States Department of Labor, Bureau of Labor Statistics. The Utility shall include in its application or petition to the PUC to approve the payment of fees required by this ordinance and/or the imposition of a surcharge to customers necessary to fund payments required by this ordinance a request or application that the fee shall increase by the amount of the said index, in the manner specified above.
- G. That portion of the Replenishment Fee that is twenty-three one hundredths dollars (\$0.23) shall be placed into a Replenishment Fund and may only be used for the purpose of developing recharge projects or for

the transfer, delivery or purchase of surface water for recharge, as determined by a vote of a committee established for that purpose. In connection with making any decision concerning use of any money in the Replenishment Fund, the City of Selma will meet and confer with the utility, California Water Service Company, or its successor, concerning how it should vote relating to the making of expenditures from the Replenishment Fund for recharge activities or projects, and in the event of any disagreement over the proposed expenditure between the City and California Water Service Company, the City shall defer to California Water Service Company and the City representative on the said committee shall vote in the manner requested by the utility.

Section 2: California Environmental Quality Act: The City Council having considered the Staff Report and all public comments, has determined that this ordinance is not a project under the California Environmental Quality Act because the ordinance has no potential for resulting in a physical change in the environment. Since the ordinance is not a project, no environmental documentation is required.

Section 3: Severability: If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, the decision shall not affect the validity of the remaining portions of the Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases have been declared invalid or unconstitutional.

Section 4: Effective Date and Posting of Ordinance: This Ordinance shall take effect and be in force thirty (30) days from and after the date of final passage. The City Clerk of the City of Selma shall cause this Ordinance to be published at least once within fifteen (15) days after its passage in The Selma Enterprise with the names of those City Council Members voting for or against the Ordinance.

* * * * *

I, Reyna Rivera, City Clerk of the City of Selma, do hereby certify that the foregoing Ordinance was introduced and passed at the _____, 2014, regular City Council meeting of the City of Selma 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

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

September 15, 2014

ITEM NO:

6.

SUBJECT:

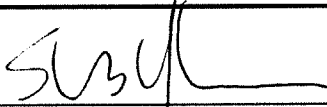
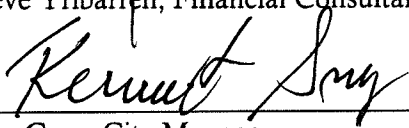
Consideration and necessary action on contract with Revenue & Cost Specialists, LLC for development Impact Study/Update.

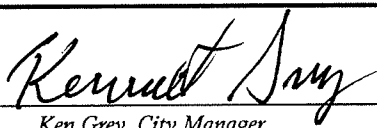
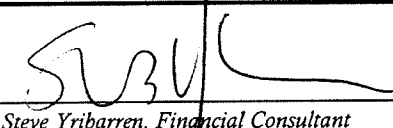
DISCUSSION: In 2005, the City contracted with Revenue and Cost Specialists (RCS) to conduct a user fee study and development impact fee calculation and nexus study. Staff recently requested a proposal from Revenue & Cost Specialist, LLC and is requesting that Council authorize the City Manager to execute the contract for \$42,500.00 to be funded by Development Impact Fees.

<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).
\$42,500		Pass -through
<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: Development Impact Fees Fund Balance:		

RECOMMENDATION:

Approve and Authorize City Manager to execute contract with Revenue & Cost Specialists, LLC for Development Impact Fee Study/Update.

	<u>9.11.14</u>
Steve Yribarren, Financial Consultant	Date
	<u>9/12/2014</u>
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.

**Proposal to Update the
City of Selma's
Development Impact Fees
September, 2014**



Serving Local Governments Since 1975

September 9, 2014

Mr. Randy Uyeda, Finance Director
City of Selma - City Hall
1710 Tucker Street
Selma, CA 93662

RE: *Development Impact Fee Calculation and Nexus Update Proposal*

Mr. Uyeda:

Revenue & Cost Specialists, (RCS) last completed a Development Impact Fee Calculation and Nexus Study in 2006 during which time construction costs have increased in excess of 35%. RCS is pleased to submit this Proposal outlining the process necessary to the City to update and maintain the relevancy of its legally-supportable capital planning structure and growth financing policy. This comprehensive update to this very important City revenue source is provided in response to a conference call with you, City Manager Ken Grey and other key City staff members.

Revenue and Cost Specialists (RCS) staff recommends the re-calculation of its schedule of impact fees that recognizes the unique set of circumstances that define Selma, its citizens and its business community. They include:

***Law Enforcement Facilities, Vehicles and Equipment
Fire Suppression, Facilities, Vehicles and Equipment
Circulation Improvements, (Streets, Traffic Signals and Bridges),
Local Storm Drainage Collection Facilities,
Wastewater Collection System Facilities,
General Facilities (city hall, corporate yard, and general fleet),
Public Use Facilities (community, senior, teen centers, et. al.),
Park Land and Open Space Acquisition and Recreation Facilities
Development and any other infrastructure provided by the City
allowed by Government Code §66000 (often referred to as AB 1600 or
the Mitigation Fee Act).***

Recent State court proceedings (*Homebuilders Association of Tulare/Kings County vs. City of Lemoore*) and long-term federal court precedents (*Dolan, Nolan et al.*) establish a legal need for a City-wide development impact fee nexus calculation study. Such studies are not impossible, but simply need to be done, and occasionally updated.

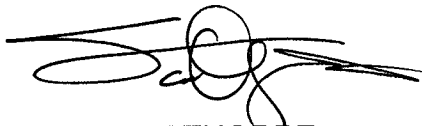
Page 2 -- 09/09/14 City of Selma MFP/DIF Proposal

As we point out in the enclosed Proposal, the strength of our capital planning system is in the identification of long range capital facility and infrastructure needs based upon the City's General and the supportive master facilities plan. This provides the City Council with the capability to utilize the proposed projects and their costs to make *informed* policy decisions. Our analysis is one time, but the data and programs allow for ease in future updating.

Our capital planning assistance would allow the staff to report the results to the City Council in two phases. The first phase, the ***Master Facilities Plan*** would provide the City Council with an understanding of the many capital improvements necessary through theoretical General Plan *build-out* (generally defined as 25 to 30 years for a growing community). Once the Council achieves consensus on what projects are necessary and/or desired, the second phase would compute specific and supportable ***Development Impact Fees (DIFs)***.

We look forward to being of assistance to the City as it searches for ways to meet the future infrastructure needs of its present and future citizens.

Sincerely,

A handwritten signature in black ink, appearing to read 'Scott Thorpe', with a stylized flourish extending to the right.

SCOTT THORPE
Senior Vice President

PROPOSAL

Services To Be Provided - To insure that the City can continue to provide basic municipal services by increasing its inventory of service-providing capital capacity; RCS proposes to complete a *Development Impact Fee Calculation and Nexus Report* fully supported by a long range *Master Facilities Plan*. The two components are now described in detail (and may be referred to as MFP or the DIFs).

Master Facilities Plan (MFP) Component - Revenue & Cost Specialist proposes to prepare an Extended MFP¹ (through "theoretical general plan build-out"²) for the City. This document serves as evidence of a legally-supportable system of DIFs and provides other collateral purposes such as a CIP and basis for a long range capital financing planning policy document. A copy of a sample Master Facilities Plan project detail page is included as Appendix A.

Scope of Work. RCS will perform the following specific steps:

1. Meet with planning staff to identify the service area boundaries of the City and the current relevancy of the General Plan
2. Identify the existing Levels of Service (LOS) provided by the infrastructure and appropriations currently afforded by the City.
3. Meet with City staff responsible for each infrastructure to assist in the identification of all projects needed through theoretical build-out via use of master plans, specific plans, and other service requirement studies.
4. Review project cost estimates for accuracy and completeness.
5. Prepare a detailed Master Facilities Plan capital improvement page (attached) identifying every project mentioned in the *Development Impact Fee Calculation and Nexus Report*.
6. Combine the Capital Project Detail Pages prepared in step five into a draft four-year and extended project lists incorporating the input from steps # 1 through 7 and attend a review meeting with Council for final modification and consensus of the Master Facilities Plan project list.
7. Prepare a Report for the combined *Master Facilities Plan* document

¹ Defined as first four years and remaining years through build-out.

² The point in time when there is little if any raw land to be developed, typically defined for growing cities as twenty-five to thirty years.

and the Extended Master Facilities Plan Report, with appropriate schedules, definitions, and commentary text. Provide the City with 15 sets of cover stock and a pdf copy of the two reports.

The MFP provides *General Plan build-out* detail necessary to support the Development Impact Fee calculation and nexus process described next. While the work defined above in the MFP component is somewhat discretionary, the data generated and compiled is critical to serving the community, Council and staff in terms of improved public policy making, public information and long-term planning.

The MFP detail pages serve one remaining important purpose. The MFP provides an audit trail for future updates. Impact fees, to remain valid, need to be updated on a routine basis³. Experience, gained over past two decades has shown us that, without adequate detail, key project cost information can become lost. Thus RCS recommends that a small additional effort now, creating MFP detail pages, will save a great deal of time later, during the necessary updates.

However, strictly speaking, the *Master Facilities Plan* component is not required to complete the *Development Impact Fee Nexus Calculation Report*. As such, the Component has a separate fee for its completion.

RCS staff will be using its recently completed Development Impact Fee calculation software which will also make future cost updates easier and more consistent. The software would be available for purchase allowing staff to undertake the easier annual updates.

RCS will also prepare a copy of a detail support document containing copies of all supporting data not appropriate for inclusion in the basic Report text, but necessary as evidence for any legal action. The final Reports and ordinance and resolutions will reference both the final Report and the support document as "nexus" documents.

Development Impact Fee Component (Calculation and Nexus Report) - Upon completion of the City's MFP, RCS staff would perform the following to complete the Development Impact Fee calculation and quantify the costs generated by new development in terms of a Development Impact Fee for City land uses as defined later in this Proposal.

RCS will quantify the impact of capital projects, their nexus with development projects, and establish a recommended DIF schedule for each of the following:

³ RCS recommends that impact fees be updated no less than every five years.

1. Law Enforcement facilities, Vehicles and Equipment.
2. Fire Suppression Facilities, Vehicles (including aerial) and Equipment.
3. Circulation (streets, signals and bridges) Improvements.
4. Local Storm Drainage Collection Facilities.
5. General Facilities, Vehicles and Equipment (city hall, yard, and fleet).
6. Wastewater Collection System Facilities
7. Public Use Facilities (community, senior, teen centers, et. al.).
8. Park Land and Open Space Acquisition and Recreation Facilities Development, and any other Americans with Disabilities Act compliance needed for any of the above infrastructure areas and any infrastructure allowed by sections of Government Code §66000.

Scope of Work. To provide the basis for the Development Impact Fees the following steps would be taken by the Revenue & Cost Specialist staff, working with any consultant(s) and City staff where necessary and appropriate:

1. Review all City maps, land use documents and available master plans, especially the Comprehensive General Plan. Determine if Sub-areas with differing DIFs are needed or warranted.
2. Do a field "windshield" survey to become acquainted with the physical characteristics and general improvement needs and standards of the City.
3. Discuss the City planning and capital financing process and community development standards with the City Engineer, City Planner, Finance Director and any other consultant(s) employed by the City, to determine the level of improvements which most likely will evolve from the project planning documents and are needed to support, and give validity to, the City's Comprehensive General Plan.
4. By working with appropriate staff, develop a specific list and costs of needed standards and improvements, (from the *Master Facilities Plan* process), for each of the previously proposed DIF infrastructure areas.
5. Work with the City Planner, City Engineer and other interested staff to determine and concur on the land-use based development impact fee categories and land-use data, where applicable, for (at least) each of the following existing and planned categories of impact fees:

Land Use Category	Developed Units/Acres	Potential Units/Acres	Total Units/Acres
Detached Dwellings			
Attached Dwellings			
Mobile Home Dwellings			
Commercial Lodging			
Retail/Service Uses			
Office Uses			
Industrial Uses			
TOTAL			

6. Identify and analyze the demand driver's specific to each infrastructure or service area. The drivers are the factors of nexus demand related to each land use and would be based upon the project plans or City productivity records.
7. Apply the RCS-copyrighted computerized formulas for the distribution of the benefits of, nexus for, and impact of each group of projects on each of the above categories of land use. Undertake the proportional analysis necessary to identify the appropriate burden to be placed upon both the existing and future infrastructure.
8. Make every effort to advise, seek input from, and in general to explain the work as it is being performed to interested parties by attending meetings of various groups.
9. Identify any excess capacity provided by the existing infrastructure, the cost for which may be recovered from future residents and businesses.
10. Develop a specific fee structure for each of the previously listed potential development impact fees.

Textual Nexus Support Document -

1. Meet with the City Attorney to review the relevant California State Statutes, specifically sections of Government Code §66000 relating to land use and definition of fees in light of current United States Supreme Court rulings.
2. Prepare a comprehensive report consisting of the fee-structures and the necessary relevant nexus text and Report with recommended fees and also present the City with fifteen sets of printing stock (covers and letterhead paper). One draft report (cycle) is included in the proposal and then the final Report. Any additional draft reports or final reports beyond those included in this proposal will be invoiced separately at RCS hourly rates at an amount reflecting the magnitude of the requested changes.
3. Attend a City Council study session and two public hearings of the resultant fees, and the process through which they were determined.

Staff Time Required - RCS will require some time of each of the City Planner, City Engineer, Finance Director and any infrastructure manager to develop the basic cost distribution structure, once the capital needs are identified by the various planning documents and approved by Council (see *Master Facilities Plan* above).

During the MFP/DIF process, RCS cannot decide what facilities the City needs or wants, nor set development standards for the City. City staff retains the primary responsibility for determining the projects needed for the desired service levels or necessary to support the General Plan and its many elements. RCS must rely upon various reports, master plans, specific plans, and other related reports identifying needed infrastructure.

Time requirements will vary depending upon the current availability of needed information. As an example, an updated master plan will reduce the time necessary for project identification and costing. Lack of one will require an engineer's time in creating the costing information. Again some information may not yet be available in Master Plan status. RCS will use the best information possible to complete legally supportable development impact fees.

RCS will endeavor to limit the amount of time needed from the above staff members. However, RCS and any other contractual specialist are dependent upon City staff for the data that identifies the policies of the City Council. Appendix B is a graphic depiction of the proposed work schedule.

Fee for Services - The City has indicated the need for development impact fees for the previously identified infrastructure. Based upon these needs and the proposed scope of work, the flat fees for services for the various components are as follows:

Fee for Services	Total
Master Facilities Plan Document	\$ 3,500
Development Impact Fee Calculation and MFP	\$39,000
Textual Nexus Support Document (DIF Report)	Included
Total	\$ 42,500

The above flat rate fees cover all costs except any required business license which will also be invoiced upon the conclusion of the project. These prices and the Proposal are in effect and will be honored until July 31, 2115. The project envisions and includes five trips to the City. In addition to the above costs RCS will invoice separately for any trips required after at \$0.575 per mile and \$115.00 per day per diem to a maximum of \$2,000 for the entire engagement.

Invoicing Schedule. RCS will submit five equal invoices totaling the fee for services.

First Invoice Two weeks after the kick-off meeting.
 Second Invoice Upon submission of the Draft MFP Report.
 Third Invoice Upon delivery of Draft DIF Schedules.
 Fourth Invoice Upon submission of the Draft DIF Report.
 Fifth and Final Invoice Upon submission of final DIF/MFP Report.

Project Staff- Scott I. Thorpe, Senior Vice President, will manage and undertake the *Master Facilities Plan* and *Development Impact Calculation and Nexus Report* effort. Professional qualifications are attached hereto as Appendix C.

References - In addition to performing the previous *DIF/MFP* work for the City, we have recently completed similar *Master Facilities Plan* and *Development Impact Fee Nexus and Calculation Report* projects for the following recent jurisdictions (see resume in Appendix C for full history). We would request you to contact clients listed for references regarding our understanding of the nature of municipalities and of the quality of our work. They are following:

<u>Jurisdiction</u>	<u>Reference</u>	<u>Title</u>
City of Loma Linda 909/384-5057	T. Jarb Thaipejr Konrad Bolowich, MBA	City Manager Assistant City Manager
City of Ontario 909/395-2000	Grant Yee Otto Kroutil	Admin. Svcs. Dir. Comm. Dev. Dir.
City of Chino 909/334-3408	Jose Alaire Jim Hill	Asst. City Manager Special Projects
City of Norco 951/270-5611	Andy Okoro Steve King	City Manager Planning Director
City of Riverside 951/826-5660	Scott Catlett Diane Jenkins	Asst. Finance Director Principal Planner
City of Huntington Beach 714//536-5236	Fred Wilson Scott Hess	City Manager Director of Planning

Recovery of Proposal Fees by the City - In order to insure that the existing citizens are not unwittingly subsidizing the cost of development, the costs of undertaking this project can and should be recaptured from one of two possible methods. The first method of recovery would be through the application of a calculated overhead rate applied upon the collection of DIFs. The overhead rate should be calculated to generate adequate monies for additional staff hours required for the necessary accounting, annual auditing, and the updating of DIFs. An alternative to the above recovery method would be to capitalize the cost of the DIF calculations and include it as a project cost to be recovered directly from the DIF collections. RCS strongly recommends consideration of one of these options

The RCS Staff have also contributed to the body of text of general public financial management information through publication of articles and other writings. They are downloadable from our website www.revenuecost.com. Described, they are:

"Financing Capital Improvements" was published in the ***Journal (of the) American Water Works Association***, August, 1991, pages 50-52. This article, written at the AWWA's request, illustrates the continuing importance of the capital improvement planning process and simplifies its veneer of complexity. It also demonstrates RCS's understanding of the relationship of the DIFs to the City's Comprehensive General Plan and overall capital planning process.

"Impact Fees: Practical Guide for Calculation and Implementation" is considered by some to be the most concise primer on the calculation of impact fees. This paper was presented to the American Society of Civil Engineers at the Society's annual

land management conference and was then selected for publication in their September, 1992 ***Journal of Urban Planning and Development***, (Vol. 18, No. 3), pages 106-118. This document suitably demonstrates RCS's understanding of the nexus requirement for legally-supportable impact fees.

Conflict of Interest - No principal of RCS has any financial interests in the City of Selma that would preclude the completion of impartial work. RCS will complete such declarations and file them with the City Clerk. Our only interest is in leaving the City in better financial condition than before we started.

Legal Advice - RCS is not authorized to practice law, however we will offer management advice on issues related to impact fee setting. The City is advised to verify the legality of such issues prior to attempting to adopt ordinances, resolutions and code modifications. The Report scope includes allowances for meetings with the City's legal team.

Reservation of Rights - Some of the concepts discussed in this proposal are considered to be proprietary and are the property of Revenue & Cost Specialist. All rights are reserved and no part of this work may be reproduced or copied in any form without written permission of RCS. *Expressed permission is hereby granted to the City of Selma to make sufficient copies of this proposal to permit evaluation thereof.* No other use or distribution of this document is permitted.

Insurance Certificates - RCS maintains adequate insurance and will provide proof prior to beginning work.

The Revenue & Cost Specialist staff looks forward to being of assistance in bringing the management advantages and the revenue fairness and equity benefits of our System to the City, the Mayor, its City Council, and their constituents, and to City staff.

END OF TEXT

APPENDIX A

Sample Master Facilities Plan Project Detail Page

Demo City

Master Facilities Plan Project Detail

As Of June 30, 2015

Infrastructure: Circulation (Streets, Signals & Bridges) System
 Project Title / Ref#: Street Widening - Riverside Drive, 7th/Eastern City Limits
 Submitting Departments: Public Works - Engineering

ST -001

Project Description:

Widen Riverside Drive from two lanes to four lanes (with median and pockets) from 7th Street to the eastern City Limits. The project would include the repositioning of twenty-four street lights and six mature palm trees. Additional ROW will have to be acquired on both sides from 7th Street to 12th Street. Overhead is included at 15% of Construction and contingency is included at 10% of the Construction and soft costs of design, engineering, and administration.

Justification / Consequences of Avoidance:

While the current two lanes are satisfactory anticipated additional traffic demand along this segment will ultimately fail and fall to Level of Service IF" (LOS = F).

Relationship to General Plan Development:

The project is completely attributed to new development.

Allocation To General Plan Buildout: 100.00%

Reference Document:

2009 Streets Master Plan, Smith Traffic Engineers, East Riverdale, CA.

Project Timing:

This calculation effort does not include project timing and thus all projects default to the "GP Buils-out" column.

PROPOSED EXPENDITURES	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	GP Build-Out	Total all Years
1. Design / Engineering / Administratic	\$0	\$0	\$0	\$0	\$1,500,000	\$1,500,000
2. Land Acquisition / Right Of Way	\$0	\$0	\$0	\$0	\$2,750,000	\$2,750,000
3. Construction	\$0	\$0	\$0	\$0	\$10,000,000	\$10,000,000
4. Contingency	\$0	\$0	\$0	\$0	\$1,150,000	\$1,150,000
5. Equipment / Other	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL COST:	\$0	\$0	\$0	\$0	\$15,400,000	\$15,400,000

APPENDIX B

Project Calendar

CITY OF SELMA
2014/15 DIF Calculation

Step or Process

	1st Month	2nd Month	3rd Month	4th Month	5th Month	6th Month	7th Month
1 Meet with Staff w/overview of Status/Process							
2 Land-use Database Category Selection							
3 Compile Land-use Database							
4 Obtain New Census Data (STF# File)							
5 Public Safety Calls-for-Service							
6 Obtain Quality of Life Services Figures							
7 Determine Existing "Quality of Life" Standards							
8 Obtain/Agree to City Population							
9 Determine Land Costs							
10 Meet with Staff for Desired Projects							
11 Generate Existing Community Assets							
12 Generate Capital Projects							
13 Write Capital Project Detail Pages							
14 Staff Review of Capital Projects							
15 Submit Draft MFP for Review							
16 Address Desired MFP Changes							
17 Obtain DIF Fund Balances							
18 Review Options for Fee Structures							
19 Complete Draft Fees for Review							
20 Review Draft Fees with Staff							
21 Write DIF Text							
22 Prepare/Submit Draft DIF Report							
23 Staff Review of Draft DIF Report							
24 Address Desired DIF Report Changes							
25 Complete Final MFP/DIF Reports							
26 Submit Final MFP/DIF Reports							

Sept 15, 2014 Council Packet

MFP = Master Facilities Plan

DIF = Development Impact Fee Calculation and Nexus Report

APPENDIX C

Resumes

SCOTT IAN THORPE

EDUCATION

Bachelor of Public Administration (B.P.A.) - San Diego State University

Master of Public Administration (M.P.A.) - California State University Fullerton

PROFESSIONAL EXPERIENCE

Revenue & Cost Specialists, L.L.C. - Senior Vice President

(1998-Present) The principals of Management Services Institute reformed MSI into Revenue & Cost Specialists, as an LLC.

Management Services Institute - Senior Vice President

(1985-1998) Principal in a municipal management services company providing diversified municipal financial services.

City of Brea-Management and Budget Manager

(1984-1985) Developed budget preparation and management information reporting systems. Established personal computer operations including acquisition, placement, and maintenance of all equipment to initial and on-going employee training. Created a comprehensive legislative program for reviewing all federal, state, and local legislation.

City of Anaheim - Budget Analyst/Management Operations Auditor

(1979-1984) Assisted in the preparation of \$350,000,000 annual budget. Provided centralized management support and assistance of line departments with a variety of services including work measurement and management techniques program development, productivity improvement, internal management audits, budget review/analysis, revenue forecasting and auditing, and data processing systems development. Specialized in management assistance to public safety, stadium, convention center and golf operations. Responsible for fiscal, work-unit measurement and management training sessions required of all city management staff.

City of Covina-Administrative Assistant to the City Manager

(1974-1979) Performed general program development with significant emphasis on the improvement of the budget process, legislative, public information, and agenda process systems. Conducted a major annexation study and effort.

City of Chula Vista-Administrative Aide

(1973-1974) Entry level job which involved completion of a City-wide Policy and Procedure Manual, operation reviews of long term fire vehicle equipment purchases and of the municipal bus system stop locations.

OTHER ACCOMPLISHMENTS

ABC Elementary School District Closure Project-Enrollment Projections

Charter Oak Unified School District Facility Closure Committee-Board Appointee

Guest Lecturer on various municipal government/management topics at two universities

PUBLICATIONS (Both available at www.reveunecost.com)

"Financing Capital Improvements", *Journal American Water Works Association*, August, 1991, pages 50-52

"Impact Fees: Practical Guide for Calculation and Implementation", *Journal of Urban Planning and Development*, Vol. 18, No. 3, September, 1992, pages 106-118

"The Missing Ingredient in State-Mandated General Plans", *Public Management*, International City Management Association", March 2014. Pages 21-22.

CLIENTS SERVED

DEVELOPMENT IMPACT FEES

City of Alhambra Utilities, CA
 City of Anaheim CA, Fire/Police/Library Services (1)
 Town of Apple Valley, CA
 Antelope Valley Fire Protection District, CA
 Apple Valley Fire Protection District, CA
 City of Atascadero, CA (1)
 City of Barstow, CA Bridge/Interchange
 City of Barstow, CA
 Barstow Fire Protection District, CA
 Bridgeport Fire Protection District, CA
 City of Big Bear Lake, CA (1)
 Brigham City Corporation, UT
 Carpinteria-Summerland, CA Fire Protection District (1)
 Chalfant Public Services (Fire) District, CA
 City of Carpinteria, CA (1)
 City of Chino, CA (1)
 City of Chino Preserve (Sub-area II)
 City of Colton Delhi sands Loving Fly (in progress)
 City of Coachella, CA
 City of Corona, CA (1)
 City of Corona - South Corona Specific Plan Impact Fees
 City of Desert Hot Springs, CA (1)
 City of Folsom, CA (1)
 City of Gilroy, CA, Review of Existing DIFs
 City of Glendale CA, Parks, Open Space and Community Facilities
 City of Gonzales, CA (1)
 City of Grand Terrace, CA
 City of Greenfield, CA, Police/Fire/Community Centers
 Feather River Recreation and Park District
 City of Hemet, CA (1)
 City of Highland, CA (1)
 City of Huntington Beach, CA
 June Lake (CA) Fire Protection District
 King City, CA (1)
 City of Laguna Hills, CA - Quality of Life DIFs
 City of Lake Havasu City, AZ
 City of Lemoore, CA
 Long Valley (CA) Fire Protection District
 City of Loma Linda, CA
 City of Menifee, CA (in progress)
 Town of Mammoth Lakes, CA (1)
 County of Monterey Sheriff=s Department DIFs
 City of Morgan Hill, CA
 City of Murrieta, CA (1)
 City of Needles, CA (1)
 City of Newport Beach, CA Circulation System DIFs
 City of Norco, CA (1)
 City of North Ogden City, UT
 North Central Fire Protection District, CA
 North View Fire Department, UT
 Oceanside CA Storm Drainage (in Progress)
 City of Ontario, Core/New Model Colony, CA (1)
 City of Orange - Fire Services, CA
 City of Oroville, CA
 Town of Paradise, CA
 City of Paso Robles, CA
 City of Petaluma, CA
 City of Rancho Cordova CA, Circulation System DIFs

DEVELOPMENT IMPACT FEES (continued)

City of Reedley, CA
 City of Rialto, CA
 City of Riverside Public Safety/Library
 City of Riverside, CA Public Works & Public Safety Services
 City of Riverside, CA, Parks/Open Space (K-Rat Habitat)
 City of Santa Paula, CA
 City of Sedona, AZ (1)
 City of Selma, CA (1)
 City of Sierra Madre, CA
 SANBAG, CA
 City of San Bernardino, CA (1)
 County of San Bernardino, CA
 City of Scotts Valley, CA
 South Jordan City, UT (1)
 South Ogden City, UT
 City of Thousand Oaks, CA, Review Existing Impact Fees
 City of Tracy, CA Public Facilities
 Town of Truckee, CA
 City of Tulare, CA
 Washington Terrace City, UT
 West Jordan City, UT
 Wheeler Crest (CA) Fire Protection District
 City of Wheatland, CA
 City of Whittier, CA, Parkland and Facilities

MASTER FACILITIES PLANS/CIPs

City of Anaheim, CA Police/Fire/Library Services (1)
 Town of Apple Valley, CA
 Apple Valley Fire Protection District
 Antelope Valley Fire Protection District
 City of Atascadero, CA
 City of Barstow, CA
 Barstow Fire Protection District, CA
 Bridgeport Fire Protection District, CA
 City of Big Bear Lake, CA (5/10 year)
 Brigham City Corporation, UT
 City of Carpinteria, CA
 Carpinteria-Summerland Fire Protection District
 Chalfant Public Services (Fire) Protection District
 City of Chino, CA (1)
 City of Corona, CA (1)
 City of Folsom, CA (1)
 City of Desert Hot Springs, CA (1)
 City of Gonzales, CA
 City of Grand Terrace, CA
 City of Greenfield, CA
 City of Highland, CA (1)
 June Lake (CA) Fire Protection District
 King City, CA
 City of Lake Havasu City, AZ
 City of Huntington Beach, CA
 City of Lancaster, CA
 City of Loma Linda, CA
 Long Valley (CA) Fire Protection District
 City of Menifee, CA

(1) Includes one or more impact fee calculation updates.

MASTER FACILITIES PLANS/CIPs (continued)

Town of Mammoth Lakes, CA (1)
 City of Murrieta, CA (1)
 City of Needles, CA
 City of Newport Beach
 City of Norco, CA (1)
 North Ogden City, UT
 North Central Fire Protection District
 City of Ontario, CA
 City of Oroville, CA
 City of Orange, CA Fire Suppression System
 Town of Paradise, CA
 City of Paso Robles, CA
 City of Rancho (CA) Cordova Circulation System City of
 Riverside, CA Police/Fire Services
 City of San Bernardino, CA City of San Bernardino, CA
 City of Santa Paula, CA (1)
 City of Sedona, AZ
 City of Selma, CA (1)
 South Jordan City, UT (1)
 South Ogden City, UT
 City of Tracy, CA, Public Facilities
 Town of Truckee, CA
 City of San Bernardino, CA
 City of San Bernardino, CA
 Wheeler Crest (CA) Fire Protection District
 City of Wheatland, CA
 City of Whittier Park System

MISCELLANEOUS PROJECTS

City of Azusa, CA - Plan Check/Inspection Process Review
 Brigham City Corporation - Closed Indian School Use
 Conversion
 City of Colton, CA - Electric Utilities Collection Procedural
 Manual
 City of Corona, CA - I-15 Area Public Safety Facility Financing
 City of Corona, CA - Communication Repeater Cost
 Financing
 City of Fontana, CA - General & Departmental Overhead Plan
 City of Hemet, CA - Supplemental DIF - Public Peril Report
 City of Highland, CA - Capital Financing Plan
 City of Highland, CA - Fee and Rate Schedule
 City of Lake Havasu City, AZ - Capital Financing Plan
 Los Angeles Fire/Police Retirement System - Fiscal Review
 City of Needles - Development Agreement Assistance
 City of Milpitas - Business License Ordinance Review
 City of Redlands, CA - Corporation Yard Debt Financing Cost
 Distribution
 City of Redlands, CA - Solid Waste Collection/Landfill Rate
 Study
 City of Redlands, CA - Street Sweeping Rate Study
 City of Pico Rivera - Business License Ordinance Review
 City of Port Hueneme, CA - Revenue Search Report
 San Bernardino County, CA, Special Dist. Office, Finance
 Review
 City of San Clemente Business License Review
 City of Santa Paula Park General Plan Element
 City of Seaside - Hayes Housing Development Service
 Demands

MISCELLANEOUS PROJECTS (continued)

South Jordan City- Business Regulation Costing
 City of South Lake Tahoe, CA - Transfer of Custody Cost
 Verification
 City of Westminster, CA - Productivity Measurement Module
 Town of Windsor, CA - Long Range Capital Financing Plan
 City of San Bernardino, CA - Verdmont Area Financing
 Analysis

Assistance to City's Attorneys (confidential)

Cohen and Berliner
 Rutan and Tucker
 San Diego County Counsel- DIF Use Litigation Assistance
 San Diego City - Building & Safety Fee Litigation Assistance

MUNICIPAL BUSINESS SYSTEM COST OF SERVICES CALCULATIONS

City of Azusa, CA
 City of Banning, CA
 City of Brea, CA
 City of Bend, OR
 City of Carpinteria, CA
 City of Carson, CA
 City of Chino, CA
 Chino Valley Independent Fire District, CA
 City of Corona, CA
 City of Cotati, CA
 City of Fontana, CA
 City of Hesperia, CA
 City of Highland, CA
 City of Kennewick, WA
 City of Lake Elsinore, CA
 City of Long Beach, CA, Marine Bureau
 City of Lynwood, CA
 City of Ontario, CA, Fire Department
 City of Porterville, CA
 City of Rancho Mirage, CA
 City of Redlands, CA
 City of Rialto, CA
 City of Rocklin, CA
 South Jordan City, UT
 City of Shafter, CA
 City of Taft, CA
 City of Upland, CA
 City of West Covina, CA
 County of Imperial, CA
 County of Ventura Consolidated Fire District, CA

INTERNATIONAL MUNICIPAL MANAGEMENT TRAINING

Slovenia Ministry of Local Affairs (municipal services)
 Philippine Ministry of Economic and Capital Development

(1) Includes one or more updates.

**AGREEMENT TO COMPLETE A MASTER FACILITY PLAN
AND DEVELOPMENT IMPACT FEE CALCULATION**

This Agreement, entered into this _____ day of _____, 2014 by and between the City of Selma, California, hereinafter referred to as the "CITY" and Revenue & Cost Specialists, L.L.C. hereinafter referred to as "RCS".

WITNESSETH:

WHEREAS, CITY is authorized and empowered to employ consultants and specialists in the performance of its duties and functions; and

WHEREAS, CITY has the desire to secure certain technical and professional services to assist in the preparation of the City's development impact fee structure and;

WHEREAS, RCS represents it is qualified and willing to provide such services pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE BE IT AGREED, by and between the CITY and RCS as follows:

I. SERVICES TO BE PERFORMED BY RCS

RCS agrees to perform all work necessary to complete, in accordance with good professional standards, those tasks and functions described in the Proposal, as if set forth in full.

II. SUBCONTRACTING

RCS shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without the prior written approval of the CITY.

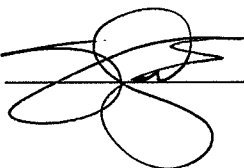
III. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall ensure to the benefit of any successors to or assigns of the parties. RCS shall not assign, delegate or transfer the rights and duties under this Agreement or any part thereof, without the prior written consent of CITY.

IV. INDEPENDENT CONTRACTOR

In the performances of the services herein provided for, RCS shall be, and is, an independent contractor and is not an agent or employee of CITY. RCS has and shall retain the right to exercise full control and supervision of all persons assisting RCS in the performance of said services hereunder, except to the extent that employees of CITY will be providing services or performing tasks so designated for City staff within the comprehensive Proposal dated September 9, 2014. RCS shall be solely responsible for all matters relating to the payments of its employees including compliance with social security and income tax withholding and all other regulations governing such matters.

Signatures: RCS _____ Selma: _____



V. DISPUTE

Upon written demand and mutual written consent, all disputes under this Agreement shall be determined by arbitration conducted by the American Arbitration Association under its appropriate rules and regulations. If both parties do not consent in writing to submit the dispute to arbitration, the dispute shall be adjudicated in a court of law in the County of Fresno, under the laws of the State of California.

VI. NOTICES

Notices shall be sufficient hereunder if personally served upon the City Manager of CITY or an officer or principal of RCS, or if sent via the United States Postal Service, postage prepaid, addressed as follows:

City of Selma
1710 Tucker Street
Selma, CA 93662

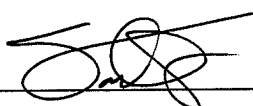
Revenue and Cost Specialists, L.L.C.
1519 E. Chapman, Suite "C"
Fullerton, CA 92831

VII. ATTORNEY'S FEES

In the event that litigation becomes necessary to enforce any of the terms and conditions of this Agreement, the party prevailing in any such litigation shall be entitled to attorney's fees and costs, as said fees and costs are reasonably determined by said court of jurisdiction.

VIII. INDEMNIFICATION AND HOLD HARMLESS

RCS agrees that it shall not hold CITY liable for any loss, damage or injury of any kind whatsoever to the person or property of RCS or any of RCS's employees, guests or invitees or of any person whomsoever caused by any use of the demised premises or by any defect in any buildings, structure or other improvement constructed thereon or arising from any accident on said premises or any fire or other casualty thereon or occasioned by the failure on the part of CITY to maintain said premises in a safe condition or of any nuisance made or suffered on said premises or by any act or omission of CITY or of CITY's employees, guests, invitees or arising for any cause whatsoever; and RCS hereby waives on its behalf all claims and demands against CITY for any such loss, damage or injury to RCS and hereby agrees to indemnify and save CITY free and harmless from liability for any such loss, damage or injury of other persons and from all costs, expenses and other charges arising therefrom and in connection therewith except for claims and demands arising from specific actions of CITY.

Signatures: RCS  Selma: _____

IX. INSURANCE

RCS shall, at no cost to the CITY, obtain and maintain during the term hereof: (a) Workers' Compensation Insurance pursuant to state law, and (b) Comprehensive Liability Insurance, including coverage for owned and non-owned automobiles, with a minimum combined single limit coverage of \$100,000 for all damages due to bodily injury, sickness or disease, or death to any person, and damage to property, including the loss of use thereof, arising out of each accident or occurrence. Consultant shall furnish evidence of such coverage, naming Public Agency, its officers and employees as additional insured, and requiring 30 days' written notice of policy lapse or cancellation.

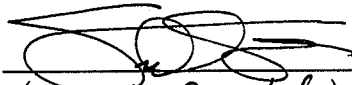
RCS hereby covenants and agrees to, and shall, indemnify, save harmless and defend, the CITY, its agents and/or employees against all claims, demands, costs, and liabilities for damages of any kind or nature arising out of or occasioned by the Contractor's performance of its obligations pursuant to this Agreement. However, this indemnity does not extend to any loss, damage or expense arising out of the negligence or willful misconduct of the CITY or the CITY's employees.

IN WITNESS WHEREOF, the parties hereto have affixed their hands on the day and year first above written.

CITY OF SELMA

BY: _____
Title ()

REVENUE & COST SPECIALISTS, LLC

BY:  _____
Title (Sr. Vice President)

ATTEST: _____
Title ()

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

September 15, 2014

ITEM NO:

SUBJECT:

7.
Consideration and Necessary Action on Resolution Accepting
Proposal of Gateway Engineering Inc for Preliminary Sewer Design
and Cost Estimate for Construction of Truck Sewer main to Serve
Future Development North of Dinuba Avenue.

DISCUSSION: One of the capital improvement projects discussed at the workshop preceding this regular meeting is the construction of a trunk sewer main on the north side of Dinuba Avenue which will allow for connection of future development north of Dinuba Avenue in the City of Selma to the existing sewage collection infrastructure and for transportation of that sewage to Selma-Kingsburg-Fowler Sanitation District (SKF).

The City has explored funding and financing options for the construction of that trunk sewer main and has identified possible grant funding and/or funding by the issuance of bonds to be secured by assessments against property to be developed and served by the new trunk sewer main. To pursue those financing options, and construct the trunk sewer main which will allow development of property on the north side of Dinuba to be connected to the City's wastewater treatment provider, it is necessary to perform preliminary engineering work to determine the feasibility of establishing that new trunk sewer main and to prepare preliminary designs and cost estimates for the construction of that main. To obtain any form of financing, the overall design and probable construction costs must be determined.

The City Engineer, Gateway Engineering, Inc., has provided a proposal to perform all of the necessary work for the preliminary design and determination of probable construction costs for the lump sum fee of \$27,500. The cost of that preliminary engineering work can be covered and paid for by Development Impact Fees specifically related to sewer system impacts.

The City is not required to obtain competitive bidding for engineering or other similar professional work. The City Engineer, Gateway Engineering, Inc., is, by virtue of its status as the City Engineer, already in possession of much of the information necessary to complete the design and cost estimates required and likely capable of providing the work at a lower cost than other engineering firms. In addition, the City Engineer provides services according to an existing contract, and all that is required is the Council's authorization to accept the City Engineer's proposal for this work, a copy of which is attached to the proposed resolution providing for that approval. Retention of a different engineering firm to perform this work would require the making of a specific contract for that firm, the procurement of proof of insurance and other guarantees and agreements to indemnify the City. Those are not necessary for the City Engineer since those guarantees and indemnification agreements already exist. Once the preliminary design and probable cost estimates are finalized, the City would be able to present this information which will show the nature, feasibility and cost of the project, to a bond underwriter or in an application for grant funding of all or part of the project.

<i>COST:</i> (Enter cost of item to be purchased in box below)		<i>BUDGET IMPACT:</i> (Enter amount this non-budgeted item will impact this years' budget in box below – if budgeted, enter NONE).
\$27,500		None
<i>FUNDING:</i> (Enter the funding source for this item in box below – if fund exists, enter the balance in the fund).		<i>ON-GOING COST:</i> (Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE).
Funding Source: Development Impact Fees Fund Balance:		None

RECOMMENDATION:

Adopt Resolution Approving Proposal for Preliminary Sewer Design by Gateway Engineering, Inc.

/s/ Neal E. Costanzo

09/11/2014

Neal E. Costanzo, City Attorney

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.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA
APPROVING AND AUTHORIZING ACCEPTANCE OF A PROPOSAL FOR
THE PREPARATION OF PRELIMINARY DESIGN OF SEWERMAINS
AND ESTIMATES OF PROBABLE CONSTRUCTION COSTS**

WHEREAS, Gateway Engineering, Inc. currently serves as the City Engineer for the City of Selma; and

WHEREAS, the City is interested in determining the feasibility of establishing a trunk sewer main which will allow for development of property on the north side of Dinuba Avenue in the City of Selma and connection of that development to a trunk sewer main which transports sewage to Selma Kingsburg Fowler Sanitation District, the City's wastewater treatment provider; and

WHEREAS, Gateway Engineering has proposed to perform the preliminary design of the required sewer mains, conduct related feasibility studies and prepare estimates of the probable construction costs for a lump sum of \$27,500; and

WHEREAS, the preparation of preliminary designs of the contemplated sewer mains and estimate of probable construction costs are a necessary prerequisite to securing any form of financing for the actual construction of the trunk sewer main which would allow development of property on the north side of Dinuba to be connected to the City's wastewater treatment provider.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The foregoing facts are true and correct.
2. The City Council hereby accepts and approves the attached August 21, 2014, proposal by Gateway Engineering, Inc. at the lump sum fee proposed and authorizes the performance of that work by Gateway Engineering and directs the payment of the lump sum fee of \$27,500 on presentation of the monthly invoices based upon estimated percentage of completion of the work.

* * * * *

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 _____, 2014, by the following vote:

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

GATEWAY

ENGINEERING, INC.

August 21, 2014

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

Subject: Proposal: Preliminary Sewer Design

Dear Ken

Thank you for the opportunity to submit this proposal to provide civil engineering services to prepare preliminary design and estimate of probable construction costs for construction of a sewer main to serve the future development north of Dinuba Avenue. Outlined below is our proposed scope of services, exclusions, and fee proposal.

The purpose of this work is to provide the City of Selma with preliminary design and cost estimates to use as a basis for pursuing grant funding or other financing options for construction of a trunk sewer main to allow development of property on the north side of Dinuba Avenue.

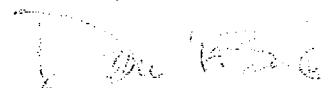
Scope of Services

- Perform topographic survey of the proposed sewer alignments to provide data sufficient to analyze the feasibility of the sewer construction as well as prepare preliminary designs and estimates.
- Perform research to determine location of underground utilities.
- Prepare base map of the potential sewer alignments.
- Evaluate feasibility of sewer main construction based upon topographic constraints.
- Prepare preliminary design of sewer mains
- Prepare preliminary estimates of probable construction costs.

Proposal

Gateway Engineering, Inc. proposes to perform the above referenced scope of services for the lump sum fee of \$27,500. We will invoice monthly based upon an estimated percent complete. Please do not hesitate to contact me if you have any questions or if additional information would be helpful for your review. We are prepared to begin work immediately upon receipt of authorization to proceed.

Sincerely,



Daniel K. Bond, PE
RCE 57,133