

**CITY OF SELMA
WORKSHOP/PRE-COUNCIL MEETING
February 17, 2015**

The Workshop/pre-Council meeting of the Selma City Council was called to order at 5:30 p.m., in the Council chambers. Council members answering roll call were: Derr, Montijo, Rodriguez, Mayor Pro Tem Avalos, and Mayor Robertson.

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

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

EXECUTIVE SESSION: Mayor Robertson recessed the meeting into Executive Session at 5:32 p.m., to Conference with Committee of City Council, comprised of less than a quorum, to consider report and recommendations of committee concerning appointment and evaluation of public officers, pursuant to Government Code Section 54957; Planning Commission Members or Applicants.

The meeting reconvened at 6:09 p.m., with Mayor Robertson reporting that the direction by majority of the Council was to appoint Mr. Danny Serimian to the Planning Commission to fill the recent vacancy with an unexpired term of June 2016.

ADJOURNMENT: There being no further business, the meeting adjourned at 6:10 p.m.

Respectfully submitted,

Reyna Rivera
City Clerk

Scott Robertson
Mayor of the City of Selma

**CITY OF SELMA
REGULAR COUNCIL MEETING
February 17, 2015**

The regular meeting of the Selma City Council was called to order at 6:14 p.m. Council members answering roll call were: Derr, Montijo, Rodriguez, Mayor Pro Tem Avalos, and Mayor Robertson.

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

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

INVOCATION: Pastor Nelson Schwamb of Church of the Redeemer led the Invocation.

PRESENTATION ON GRANT PROPOSAL INFORMATION: Mayor Robertson and Council member Montijo provided a PowerPoint presentation on findings and recommendations for Grant Firms.

CONSENT CALENDAR: Council member Rodriguez requested that agenda item 1.c. be pulled for separate consideration. Motion to approve the remainder of the Consent Calendar was made by Mayor Pro Tem Avalos and seconded by Council member Derr. Motion carried with the following vote:

AYES: Avalos, Derr, Montijo, Rodriguez, Robertson

NOES: None

ABSTAIN: None

ABSENT: None

- a. Minutes of the February 2, 2015 workshop/pre-Council meeting approved by standard motion.
- b. Minutes of the February 2, 2015 regular meeting approved by standard motion.
- c. Pulled for separate discussion.
- d. Check register dated February 10, 2015 approved by standard motion.

AGENDA ITEM 1.c. CONSIDERATION AND NECESSARY ACTION ON REQUEST TO APPROVE PAYMENT FOLLOWING THE ROCK N BREWS EVENT: After discussion, motion to approve PAYMENT FOLLOWING THE ROCK N BREWS EVENT was made by Council member Rodriguez and seconded by Council member Derr. Motion then carried with the following vote:

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

CONSIDERATION AND NECESSARY ACTION ON ORDINANCE REPEALING AND REPLACING CHAPTER 18 OF TITLE V OF THE SELMA MUNICIPAL CODE (SMC) RELATING TO "MASSAGE ESTABLISHMENTS" *public hearing and adoption*: City Attorney Costanzo reviewed Assembly Bill 1147 which became effective January 1, 2015, and caused for the change in City Ordinance.

After discussion, Mayor Robertson opened the public hearing portion of the meeting at 6:49 p.m. There being no one to speak for or against the matter, the public hearing was closed at 6:50 p.m.

After further discussion, Council member Rodriguez motioned to adopt ORDINANCE NO. 2015 – 1, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SELMA REPEALING AND REPLACING CHAPTER 18 OF TITLE V OF THE SELMA MUNICIPAL CODE RELATING TO MASSAGE ESTABLISHMENTS. Council member Montijo seconded the motion, and the motion carried with the following vote:

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

CONSIDERATION AND NECESSARY ACTION ON ORDINANCE AMENDING SECTION 9 OF CHAPTER 7 OF TITLE IX OF THE SELMA MUNICIPAL CODE RELATING TO "ENCROACHMENT PERMITS" *public hearing and adoption*: City Attorney Costanzo reported the need for the amendment to Council.

Mayor Robertson opened the public hearing at 6:52 p.m.

Mr. Kuyler Crocket, PG & E Government Relations Representative stepped forward in opposition of the Ordinance amendment.

An AT&T Representative stepped forward to let Council know that at this time AT&T has no comment and is remaining neutral on the matter.

There being no further public comment, Mayor Robertson closed the public hearing at 6:56p.m.

After much discussion, motion to adopt ORDINANCE NO. 2015 – 2, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SELMA AMENDING SECTION 9 OF CHAPTER 7 TITLE XI OF THE SELMA MUNICIPAL CODE RELATING TO ENCROACHMENT PERMITS was made by Council member Derr and seconded by Council member Rodriguez. Motion then carried by the following vote:

AYES: Derr, Rodriguez, Montijo, Avalos, Robertson

NOES: None

ABSTAIN: None

ABSENT: None

CONSIDERATION AND NECESSARY ACTION ON PURSUING NEW LAWS AFFECTING BICYCLE TRANSPORTATION, SENATE BILL 1183:

City Manager Grey provided updated information to Council regarding Senate Bill 1183, which authorizes entities to impose, subject to voter approval, a vehicle registration surcharge on motor vehicles registered in Selma for trails and bikeways.

After discussion from Council, City Manager Grey was thanked for his report and no motion or direction was provided for staff on the matter.

CONSIDERATION AND NECESSARY ACTION ON REQUEST TO EXPEND FUNDS TO PAY FOR NEW LIGHTING AT THE LITTLE LEAGUE FIELD AND AGREE TO SEVEN YEAR REIMBURSEMENT PLAN:

Community Services Director Kirchner reported on the current condition of the lights, and the request received from Selma Little League during a recent Parks and Recreation Commission meeting. He stated after discussion, The Parks and Recreation Commission recommended funding with conditions.

After discussion, Mr. Josh Forney, Little League President stepped forward to answer various questions from Council.

After further discussion, motion to APPROVE REQUEST TO EXPEND FUNDS TO PAY FOR NEW LIGHTING AT THE LITTLE LEAGUE FIELD AND AGREE TO SEVEN YEAR REIMBURSEMENT PLAN was made by Council member Derr and seconded by Council member Rodriguez. Motion then carried with the following vote:

AYES: Derr, Rodriguez, Montijo, Avalos, Robertson

NOES: None

ABSTAIN: None

ABSENT: None

Council member Derr requested that during budget discussion, this item be discussed.

DEPARTMENTAL REPORTS: City Manager Grey reported on concerns regarding vendors selling on private property. He also reminded Council on the upcoming Senior Center Tour.

COUNCIL REPORTS: Council member Derr thanked Mayor Pro Tem Avalos for attending the S-K-F Board meeting.

Council member Montijo inquired about the upcoming Business Boot Camp Training and reminded everyone about Girl Scout Cookie Sales.

Mayor Pro Tem Avalos reported on attending the S-K-F Board meeting, So San Joaquin Valley Citizens for Clean Air Committee, and a recent dinner where Mayor Robertson was an honoree.

Mayor Robertson reported on attending the recent Blossom Train and Team Selma meeting, and updated Council on the CID case.

ADJOURNMENT: There being no further business, the meeting was adjourned at 7:48 p.m.

Respectfully submitted,

Reyna Rivera
City Clerk

Scott Robertson
Mayor of the City of Selma

Ordinance Nos: 2015-1, 2015-2

ITEM NO:

1.C.

SUBJECT: Consideration and Necessary action on authorization to enter into an agreement with the County of Fresno to facilitate participation in the Fresno County Adult Compliance Team (ACT).

BACKGROUND

The Selma Police Department is constantly looking for ways to improve its service levels to the community. Assembly Bill 109 (Public Safety Realignment) has realigned responsibilities for probation and parole and the supervision of released offenders. Under the "AB 109 Plan," developed by the Fresno County Community Corrections Partnership (CCP) and approved by the County Board of Supervisors, the formation of the "Adult Compliance Team" was authorized for the purpose of creating a cooperative unit capable of addressing public safety concerns facing local law enforcement in Fresno County in light of the new realignment procedures.


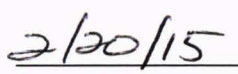
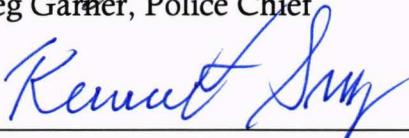
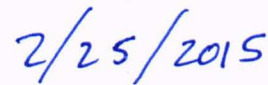
EXECUTIVE SUMMARY

The ACT is currently comprised of representatives of the Fresno County Sheriff's Office, Fresno County District Attorney's Office, Fresno County Probation Department, and officers of the Fresno, Clovis, & Kerman Police Departments. The State of California has provided funding for the implementation of AB 109 services, including full funding for the officers from each department. This agreement would allow for the Selma Police Department to place a representative on the ACT. ACT members are responsible for assurance of compliance with the conditions of release for all the prisoners released into Fresno County, including the city of Selma, under the AB109 provisions.

Participation on the team will allow greater supervision of Selma area AB109 released prisoners in both the city of Selma and its surrounding areas, at no cost to the city's General Fund.

<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).
Projected to be cost neutral		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: State Funding Fund Balance:		

RECOMMENDATION: Authorize City Manager to execute agreement with the County of Fresno to facilitate participation in the Fresno County Adult Compliance Team (ACT).

	
Greg Garner, Police Chief	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.

1 **AGREEMENT**

2
3 THIS AGREEMENT is made and entered into this ____ day of _____, 2015,
4 by and between the COUNTY OF FRESNO, a political subdivision of the State of California,
5 hereinafter referred to as "COUNTY," and the CITY OF SELMA, a Municipal Corporation,
6 hereinafter referred to as "CONTRACTOR."

7 **WITNESSETH:**

8 WHEREAS, the State of California, under Assembly Bill 109, the Public Safety
9 Realignment Act (AB 109), has realigned responsibilities for probation, post release community
10 supervision (PRCS) and mandatory supervised release of offenders; and

11 WHEREAS, the Public Safety Realignment Act AB 109 Implementation Plan of 2011
12 hereinafter referred to as "AB 109 PLAN," was developed by the Fresno County Community
13 Corrections Partnership (CCP) and approved by the Fresno County Board of Supervisors; and

14 WHEREAS, the AB 109 PLAN included formation of the Adult Compliance Team
15 (ACT) to create a cooperative unit capable of addressing public safety concerns and issues facing
16 local law enforcement in Fresno County; and

17 WHEREAS, the ACT is comprised of representatives of the Fresno County Sheriff's
18 Department, the Fresno County District Attorney's Office, the Fresno County Probation
19 Department, and officers of the Fresno, Clovis, Kerman, and Selma Police Departments; and

20 WHEREAS, the State of California has provided funding to Fresno County for the
21 purpose of implementing AB 109 services.

22 NOW, THEREFORE, in respect of the mutual promises contained herein, the Parties
23 hereto agree as follows:

24 1. **OBLIGATIONS OF THE COUNTY**

25 COUNTY shall compensate and remit to CONTRACTOR, as provided herein an
26 amount equal to the cost of one (1) Police Officer for assignment to the ACT, not to exceed in

\$210,798.44

1 2. OBLIGATIONS OF THE CONTRACTOR

2 CONTRACTOR shall assign one (1) Police Officer to be responsible for fulfilling
3 the responsibilities of an ACT member, as set forth in pages 15 and 16 of the AB 109 PLAN,
4 approved by the Fresno County Board of Supervisors, attached hereto as "Exhibit A," and in the
5 Operational Guidelines and Procedures of the ACT, attached hereto as "Exhibit B." In the event
6 that the AB 109 PLAN is revised by the CCP, and approved by the Fresno County Board of
7 Supervisors, the responsibilities of the Police Officer under this Agreement may be modified.

8 3. TERM

9 This Agreement shall become effective on the 1st of July, 2015 and shall
10 terminate on the 30th day of June, 2016.

11 4. TERMINATION

12 A. Non-Allocation of Funds - The terms of this Agreement, and the services to
13 be provided thereunder, are contingent on the approval of funds by the appropriating government
14 agency. Should sufficient funds not be allocated, the services provided may be modified, or this
15 Agreement terminated by COUNTY, at any time, by giving the CONTRACTOR not less than thirty
16 (30) days advance written notice.

17 B. With or Without Cause – COUNTY or CONTRACTOR may immediately
18 terminate this Agreement by delivering 60 days advance written notice to the other party.
19 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach
20 of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither
21 shall such payment impair or prejudice any remedy available to the COUNTY with respect to the
22 breach or default. The COUNTY shall have the right to demand of the CONTRACTOR the
23 repayment to the COUNTY of any funds disbursed to the CONTRACTOR under this Agreement,
24 which in the judgment of COUNTY were not expended in accordance with the terms of this
25 Agreement. CONTRACTOR shall promptly refund any such funds upon demand.

26 5. COMPENSATION/INVOICING: COUNTY agrees to pay CONTRACTOR and
27 CONTRACTOR agrees to receive compensation as follows:

28 CONTRACTOR shall submit quarterly invoices for actual expenditures to the

County of Fresno Probation Department at: ProbationInvoices@co.fresno.ca.us. Invoices must be submitted on or after the dates of October 1, 2015 and January 1, April 1, and July 1, 2016, respectively, and include a breakdown of expenses identified in the final approved budget of the CCP in the County of Fresno for use in executing the mission of ACT.

Upon any termination of this Agreement, CONTRACTOR shall be compensated for costs incurred under this Agreement, up to and including the date of termination.

In no event shall services performed under this Agreement be in excess of \$210,798.44.

6. INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of the CONTRACTOR's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.

CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement,

1 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this
2 Agreement.

3 7. MODIFICATION: Any matters of this Agreement may be modified from time to
4 time by the written consent of all the parties without, in any way, affecting the remainder.

5 8. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this
6 Agreement nor their rights or duties under this Agreement without the prior written consent of the
7 other party.

8 9. HOLD HARMLESS:

9 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's
10 request, defend the COUNTY, its officers, agents, and employees from any and all costs and
11 expenses, damages, liabilities, claims, and losses, including attorney's fees and costs, occurring,
12 resulting, or arising from the negligent or wrongful performance by CONTRACTOR, or its officers,
13 agents, or employees of obligations agreed to be performed under this Agreement.

14 COUNTY agrees to indemnify, save, hold harmless, and at CONTRACTOR's
15 request, defend the CONTRACTOR, its officers, agents, and employees from any and all costs
16 and expenses, damages, liabilities, claims, and losses, including attorney's fees and costs,
17 occurring, resulting, or arising from the negligent or wrongful performance by COUNTY, or its
18 officers, agents, or employees of obligations agreed to be performed under this Agreement.

19 10. INSURANCE

20 Without limiting the COUNTY's right to obtain indemnification from
21 CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full
22 force and effect, the following insurance policies or a program of self-insurance, including but not
23 limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the
24 term of the Agreement:

25 A. Commercial General Liability

26 Commercial General Liability Insurance with limits of not less than One
27 Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars
28 (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require

specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

C. Professional Liability

If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

D. Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY.

Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated

1 above for all of the foregoing policies, as required herein, to the County of Fresno, Probation
2 Business Manager Greg Reinke, 3333 E. American Ave., Suite B, Fresno, CA 93725, stating that
3 such insurance coverage have been obtained and are in full force; that the County of Fresno, its
4 officers, agents and employees will not be responsible for any premiums on the policies; that such
5 Commercial General Liability insurance names the County of Fresno, its officers, agents and
6 employees, individually and collectively, as additional insured, but only insofar as the operations
7 under this Agreement are concerned; that such coverage for additional insured shall apply as
8 primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its
9 officers, agents and employees, shall be excess only and not contributing with insurance provided
10 under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed
11 without a minimum of thirty (30) days advance, written notice given to COUNTY.

12 In the event CONTRACTOR fails to keep in effect at all times insurance
13 coverage as herein provided, the COUNTY may, in addition to other remedies it may have,
14 suspend or terminate this Agreement upon the occurrence of such event.

15 All policies shall be with admitted insurers licensed to do business in the State
16 of California. Insurance purchased shall be purchased from companies possessing a current A.M.
17 Best, Inc. rating of A FSC VII or better.

18 11. AUDITS AND INSPECTIONS: The CONTRACTOR shall at any time during
19 business hours, and as often as the COUNTY may deem necessary, make available to the
20 COUNTY for examination all of its records and data with respect to the matters covered by this
21 Agreement. The CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to
22 audit and inspect all of such records and data necessary to ensure CONTRACTOR'S compliance
23 with the terms of this Agreement.

24 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR
25 shall be subject to the examination and audit of the Auditor General for a period of three (3) years
26 after final payment under contract (Government Code Section 8546.7).

27 //

28 //

1 12. NOTICES: The persons and their addresses having authority to give and
2 receive notices under this Agreement include the following:

COUNTY	CONTRACTOR
COUNTY OF FRESNO	CITY OF SELMA
Rick Chavez, Chief Probation Officer	
3333 E. American Avenue, Suite B	
Fresno, CA 93725	

6 Any and all notices between the COUNTY and the CONTRACTOR provided
7 for or permitted under this Agreement or by law shall be in writing and shall be deemed duly
8 served when personally delivered to one of the parties, or in lieu of such personal services, when
9 deposited in the United States Mail, postage prepaid, addressed to such party.

10 13. GOVERNING LAW: Venue for any action arising out of or related to this
11 Agreement shall only be in Fresno County, California.

12 The rights and obligations of the parties and all interpretation and performance of
13 this Agreement shall be governed in all respects by the laws of the State of California.

14 14. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement
15 between the CONTRACTOR and COUNTY with respect to the subject matter hereof and
16 supersedes all previous Agreement negotiations, proposals, commitments, writings,
17 advertisements, publications, and understandings of any nature whatsoever unless expressly
18 included in this Agreement.

19 //
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28 //

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of
2 the day and year first hereinabove written.

3 **CONTRACTOR**

COUNTY OF FRESNO

4 _____
5 _____, City of Selma

Deborah A. Poochigian
Chairman, Board of Supervisors

6
7 DATE: _____

DATE: _____

8
9 REVIEWED & RECOMMENDED
FOR APPROVAL

10
11 _____
John Navarrette, County Administrative Officer

12
13 _____
Rick Chavez, Chief Probation Officer

14
15 APPROVED AS TO LEGAL FORM
16 _____, City Attorney

APPROVED AS TO LEGAL FORM
Daniel Cederborg, County Counsel

17 _____
18 Deputy City Attorney

County Counsel

19 ATTEST:
20 _____, City Clerk
City of Selma

APPROVED AS TO ACCOUNTING FORM
Vicki Crow, CPA
Auditor-Controller, Tax Collector

21
22 _____
Auditor-Controller/Treasurer-Tax Collector

23
24 FOR ACCOUNTING USE ONLY:

ATTEST:
Bernice E. Seidel, Clerk
Board of Supervisors

25 FUND: 0001
26 ORG: 34309999
SUBCLASS: 10000
27 ACCOUNT: 7295

By: _____
Deputy

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

March 2, 2015

ITEM NO:

1. d.

SUBJECT:

Denial of Claim

BACKGROUND:

This claim was received in my office on February 17, 2015.

DISCUSSION:

The claimant alleges that on February 11, 2015 while driving in the area of McCall and Dinuba Avenues he hit a pothole causing \$207.53 in damages to a tire and rim of his vehicle.

Upon receipt of this claim the Program Director of Liability Claims (AIMS) investigated this claim. Based on their investigation, the City had no prior notice and/or complaints with regard to this pothole prior to this incident. As soon as the City received notice (by way of the claimant), the City made immediate repairs. Also, pictures of the pothole show it located at the junction of two separate white lines, outside the line of travel. 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

FEB 11 REC'D
2015

CLAIM AGAINST City of Selma BY CITY MA
(Name of Entity)

Claimant's Name Edwin Macias S.S. #: _____

Claimant's Date of Birth _____ Telephone # (559) 480-6639

Claimant's Address 850 King St. Gender: Male X Female _____

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

Date of Incident/Accident/Arrest: 2-11-2015

Date Injuries, Damages or Losses were discovered: 2-11-2015

Location of Incident/Accident/Arrest: Mc Call / Dinuba

What did Entity or Employee do to cause this Loss, Damage or Injury?
big Pot-hole on the Street

(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? Damage tire / Rim. Tire
has a slash and can't be fixed.

(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)]

\$ 207.52

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

How was this amount calculated (please itemize)? Repair Invoice

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

Date Signed: 2-12-15 Signature: [Signature]

If signed by Representative:

Representative's Name _____

Address _____

Telephone # _____

Relationship to Claimant _____

Check Register Report

l.e.

Date: 02/24/2015

Time: 9:25 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							
64965	02/03/2015	Printed		12100.050	U.S. BANK CORPORATE PMT SYSTEM	CALCARD CHARGES 12/23-1/22/15	22,070.23
64966	02/03/2015	Printed		12270.190	VERIZON WIRELESS	AIRCARDS-JANUARY 2015	523.16
64967	02/03/2015	Printed		12284.148	VIGILANT CANINE SERVICES	K9 SERVICE MAINT -JAN 15	175.00
64968	02/03/2015	Printed		12310.051	WAL MART STORES, INC.	REIMB. AGREEMENT-FEB 2015	2,010.34
64969	02/03/2015	Printed		12350.455	WILLEMS COMMERCIAL PRINTING	MARY POPPINS PROGRAM 2015	1,761.35
64970	02/03/2015	Printed		12252.630	YRIBARREN GROUP	CONSULTING SERVICES-JAN 2015	6,250.00
64971	02/03/2015	Printed		12640.110	ZEE MEDICAL SERVICE CO.	FIRST AID SUPPLIES-PD	44.69
64972	02/10/2015	Printed		10390.193	CHRISTIAN L. CURTICE	MUSIC PERFORMANCE 2/10/15	1,500.00
64973	02/17/2015	Printed		10170.073	AIR LIQUIDE HEALTHCARE AMERICA	OXYGEN CYLINDER RENTAL	108.98
64974	02/17/2015	Printed		10180.850	ALVES ELECTRIC	REPAIR ELECTRICAL-PD TRAILER	787.50
64975	02/17/2015	Printed		10100.515	AT&T	REPEATER SYSTEM JAN 15	471.42
64976	02/17/2015	Printed		10210.255	BANNER PEST CONTROL INC	TERMITE CHECK-FIRE ADM BLD	1,550.00
64977	02/17/2015	Printed		10310.455	CALIFORNIA WATER SERVICE	WATER SERVICE-JANUARY 2015	5,920.38
64978	02/17/2015	Printed		10330.233	CENTRAL CALIFORNIA BUILDERS	FIRE INSP/CODE ENFORCEMENT AD	100.00
64979	02/17/2015	Printed		10300.253	CENTRAL FLOOR SUPPLY	CARPET INSTALL-PD DETECT.BLD	1,399.05
64980	02/17/2015	Printed		10360.052	EDDIE COLEGIO	REIMBURSE FOR EMT CLASS	370.00
64981	02/17/2015	Printed		10370.953	COOL AIR SPECIALTY	REPAIR HEATER-PD JAIL	648.00
64982	02/17/2015	Printed		10371.000	COSTANZO & ASSOCIATES	DECEMBER 2014 LEGAL FEES	2,816.56
64983	02/17/2015	Printed		10670.218	COUNTY OF FRESNO-COMM HEALTH D	DISPATCHING SERVICES-DEC 14	379.00
64984	02/17/2015	Printed		10430.071	DEPARTMENT OF JUSTICE	BLOOD ALCOHOL ANALYSIS-JAN 15	525.00
64985	02/17/2015	Printed		10430.134	DEPARTMENT OF TOXIC SUBSTANCES	WOMEN'S CLUB DEMO HAZ WASTE	20.00
64986	02/17/2015	Printed		10450.095	DON BERRY CONSTRUCTION INC.	SIDEWALK REPAIR-ADA COMPLIANCE	4,230.00
64987	02/17/2015	Printed		10580.676	DAVID JOSEPH ESQUIVEL	SOUND TECH FOR CHRIS CURTICE	100.00
64988	02/17/2015	Printed		10630.455	FIVE CITIES ECONOMIC	3RD QUARTER DUES	1,386.06
64989	02/17/2015	Printed		10660.099	FRANCHISE TAX BOARD	CS#550680107	144.38
64990	02/17/2015	Printed		10670.270	FRESNO CO TREASURER-SHERIFF	RMS/JMS/CAD ACCESS FEES-JAN 15	479.54
64991	02/17/2015	Printed		10670.160	FRESNO COUNTY CLERK	2014-0020 GPA 2828 MCCALL AVE	50.00
64992	02/17/2015	Printed		10670.520	FRESNO-MADERA AAA	SENIOR MEALS AND SUPPLIES	299.35
64993	02/17/2015	Printed		10700.080	G&K SERVICES	LINEN/UNIFORM SERVICES-JAN 15	559.62
64994	02/17/2015	Printed		10720.010	GATEWAY ENGINEERING, INC.	CITY ENGINEERING SERVICES-JAN	19,225.00
64995	02/17/2015	Printed		10820.020	HEALTHEDGE ADMINISTRATORS INC.	DENTAL,VISION,CHIRO 2/4/15	2,176.36
64996	02/17/2015	Printed		10820.020	HEALTHEDGE ADMINISTRATORS INC.	DENTAL,CHIRO 2/11/15	2,334.06
64997	02/17/2015	Printed		10820.020	HEALTHEDGE ADMINISTRATORS INC.	DENTAL,VISION,CHIRO 1/28/15	998.44
64998	02/17/2015	Printed		10820.020	HEALTHEDGE ADMINISTRATORS INC.	ADMINISTRATIVE FEES-MAR 2015	746.58
64999	02/17/2015	Printed		10820.034	HEALTHWISE SERVICES	KIOSK MEDICAL WASTE SERVICE	150.00
65000	02/17/2015	Printed		10820.155	HENRY SCHEIN INC.	MEDICAL SUPPLIES	366.49
65001	02/17/2015	Printed		10820.702	HEWLETT-PACKARD FINANCIAL SERV	LEASES FEB 2015	10,369.23
65002	02/17/2015	Printed		10738.315	JEFFREY HIGHBAUGH	MARY POPPINS PROMO VIDEO	450.00
65003	02/17/2015	Printed		10900.281	I LOVE TO CREATE	CERAMIC SUPPLIES-SC	55.50
65004	02/17/2015	Printed		10900.362	INDUSTRIAL HEALTH CARE	PRE EMPLOYMENT PHYSICAL-PD	358.00
65005	02/17/2015	Printed		10900.440	INGRAM DIGITAL ELECTRONICS	TROUBLESHOOT/REP.SIGNAL LIGHT	437.84
65006	02/17/2015	Printed		11110.753	KASCOPH ENTERPRISES	ART SUPPLIES-SC	106.40
65007	02/17/2015	Printed		11220.027	LEE CENTRAL CALIFORNIA	MASSAGE ORD/VALLEY VIEW CUP	131.58
65008	02/17/2015	Printed		11230.180	LIEBERT, CASSIDY, WHITMORE INC	FLSA CLAIM	1,082.00
65009	02/17/2015	Printed		11310.899	MATTHEW BENDER & CO INC	GOVERNMENT CODE UPDATES	1,419.93

Check Register Report

Date: 02/24/2015

Time: 9:25 am

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City of Selma

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks							
65010	02/17/2015	Printed		11380.300	MYERS STEVENS & TOOHEY & CO.	PD EMP LIFE INS-FEB 2015	1,488.00
65011	02/17/2015	Printed		11610.155	PACIFIC GAS & ELECTRIC CO.	UTILITIES-JANUARY 2015	34,584.39
65012	02/17/2015	Printed		11620.716	ROBERT PETERSEN	REIMB.OF GYM FEES PER MOU	150.00
65013	02/17/2015	Printed		11640.988	PITNEY BOWES	POSTAGE REFILL	1,000.00
65014	02/17/2015	Printed		11760.115	NICHOLAS QUISENBERRY	K9 HANDLER COURSE PER DIEM	1,375.00
65015	02/17/2015	Printed		11810.361	RAY MORGAN COMPANY	MAINT/COPY AGREEMENT-JAN 15	269.39
65016	02/17/2015	Printed		11820.195	DAN RUIZ	ICC CHAPTER MEMBERSHIP REIMB	30.00
65017	02/17/2015	Printed		11910.433	SAMPSON,SAMPSON, AND PATTERSON	AUDIT-YE 06/30/13 JAN 2015	2,250.00
65018	02/17/2015	Printed		11926.843	SECOND CHANCE ANIMAL SHELTER	PAID ANIMAL CITATION 1662 REIM	100.00
65019	02/17/2015	Printed		11945.298	SELMA DISPOSAL	GARBAGE-JANUARY 2015	111,625.38
65020	02/17/2015	Printed		11945.790	SELMA TROPHY SHOP	NAME PLATES-COUNCIL	19.57
65021	02/17/2015	Printed		11946.230	SEQUOIA SAFETY COUNCIL, INC.	AMBULANCE SERVICE	200.00
65022	02/17/2015	Printed		11965.110	SOUTH COUNTY VETERINARY	MONTHLY FREEZER USE-JAN 15	175.00
65023	02/17/2015	Printed		11965.189	SOUTH VALLEY MATERIALS	BUSINESS LIC OVERPAYMENT REIMB	25.00
65024	02/17/2015	Printed		11975.624	STERICYCLE, INC.	SERI-SAFE OSHA COMPLIANCE-PD	65.08
65025	02/17/2015	Printed		11989.124	SWABSHIELD INCORPORATED	SWABSHIELDS -PD	360.15
65026	02/17/2015	Printed		12070.120	TULARE CO JAIL INDUSTRIES	VINYL GRAPHICS -UNIT 157	1,825.20
65027	02/17/2015	Printed		12072.972	TYCO INTEGRATED SECURITY LLC	BURGLER ALARMS-SC & CH	273.89
65028	02/17/2015	Printed		12220.140	VALLEY BILLIARD SERVICES	REPAIR OF BILLARD TABLE-SC	265.00
65029	02/17/2015	Printed		12220.210	VALLEY NETWORK SOLUTIONS INC.	NET CARE FOR FEBRUARY 2015	4,774.50
65030	02/17/2015	Printed		12284.148	VIGILANT CANINE SERVICES	BASIC HANDLER COURSE	4,500.00
				Total Checks: 66	Checks Total (excluding void checks):		262,441.97
				Total Payments: 66	Bank Total (excluding void checks):		262,441.97
				Total Payments: 66	Grand Total (excluding void checks):		262,441.97

US BANK INVOICE FOR CALCARD CHARGES: 12/23/14-1/22/15

DEPARTMENT	EMPLOYEE NAME	EMPLOYEE POSITION	TRANSACTION		DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT	Trace Numbers to employee Statement and Agree
			DATE	VENDOR NAME				
ADMINISTRATION	DAVID LEWIS	CLERICAL ASSISTANT II	12/23/14	OFFICE DEPOT	LABELS FOR FINANCE DEPT	100-1600-600.100.000	10.39	10.39
	REYNA RIVERA	CITY CLERK	1/20/15	LITTLE CAESARS	COUNCIL MEETING SUPPLIES	100-1100-600.250.000	13.57	13.57
ECONOMIC	ROSEANN GALVAN	ADMINISTRATIVE ANALYST	1/13/15	WALMART	AMBASSADOR MEETING	100-1550-610.920.000	14.94	
	ROSEANN GALVAN	ADMINISTRATIVE ANALYST	1/21/15	WALMART	LEADERSHIP SELMA	100-1550-610.920.000	6.54	21.48
CITY MANAGER	KEN GREY	CITY MANAGER	12/30/14	HOME DEPOT	MARY POPPINS SET WORK -ARTS COUNCIL	605-4300-656.540.001	7.19	
	KEN GREY	CITY MANAGER	1/4/15	HOME DEPOT	MARY POPPINS SET WORK -ARTS COUNCIL	605-4300-656.540.001	17.70	
	KEN GREY	CITY MANAGER	1/5/15	HOME DEPOT	MARY POPPINS SET WORK -ARTS COUNCIL	605-4300-656.540.001	22.15	47.04
FIRE	CITY OF SELMA FIRE QRT MST	ENGINEER	1/1/15	HOME DEPOT-TURLOCK, CA	TURNOUT GEAR DRYER	100-2525-600.250.000	117.58	
	CITY OF SELMA FIRE QRT MST	ENGINEER	1/2/15	HOME DEPOT-SELMA, CA	PARTS FOR TURNOUT DRYER	100-2525-600.250.000	55.21	
	CITY OF SELMA FIRE QRT MST	ENGINEER	1/2/15	NELSONS HARDWARE-SELMA, CA	PARTS FOR TURNOUT DRYER	100-2525-600.250.000	136.92	
	CITY OF SELMA FIRE QRT MST	ENGINEER	1/20/15	HOME DEPOT-SELMA, CA	MAINTENANCE AT STATION 1	100-2500-600.370.000	13.32	323.03
	CITY OF SELMA-TRAINING DIV	ENGINEER	1/12/15	HOME DEPOT-SELMA	VENTILATION PROP SUPPLIES	100-2525-600.250.000	17.15	17.15
	CITY OF SELMA-STATION 1	CAPTAIN	1/5/15	NAPA AUTO -SELMA	STRUTS FOR SCBA CABINET ON T-111	701-9200-600.250.000	58.69	
	CITY OF SELMA-STATION 1	CAPTAIN	1/15/15	HOME DEPOT-SELMA	RINGS AND LINKS TO REPAIR AIRWAY BAG-E111	701-9200-600.250.000	4.41	
	CITY OF SELMA-STATION 1	CAPTAIN	1/16/15	HOME DEPOT-SELMA	STATION REPAIRS-PAINT AND STAIN	100-2500-600.370.000	116.24	179.34
	CITY OF SELMA-STATION 2	CAPTAIN	12/26/14	RADIO SHACK-SELMA, CA	SD CARD READER FOR INVESTIGATION CAMERA	100-2550-600.250.000	16.30	
	CITY OF SELMA-STATION 2	CAPTAIN	12/25/14	CCAI	ANNUAL INVESTIGATOR MEMBERSHIP (BUDGETED)	100-2550-610.900.000	65.00	
	CITY OF SELMA-STATION 2	CAPTAIN	1/13/15	CITY OF CLOVIS	REPORT WRITING CLASS-CEASAR LUNA	100-2550-610.915.000	150.00	231.30
	ERIC BEASLEY	FIRE FIGHTER	1/8/15	CORNER STORE MERCED CA	FUEL	701-9200-600.257.000	88.85	88.85
	KELLI TELLEZ	DEPARTMENT SECRETARY	1/8/15	WALMART SELMA, CA	CLEANING SUPPLIES FOR STATIONS	100-2525-600.250.000	33.79	
	KELLI TELLEZ	DEPARTMENT SECRETARY	1/8/15	SAVE MART-SELMA, CA	BOTTLED WATER	100-2500-600.250.000	13.77	47.56
	MIKE KAIN	FIRE CHIEF	1/9/15	HOUSE OF BEEF, OAKDALE	LUNCH-TOOK ENGINE TO HI TECH	100-2500-600.250.000	29.74	29.74
POLICE	CALEB GARCIA	POLICE OFFICER	12/22/14	WALMART	FIX A FLAT	100-2100-600.250.000	7.58	
	CALEB GARCIA	POLICE OFFICER	1/15/15	CHEVRON, STOCKTON	FUEL	701-9200-600.257.000	32.45	40.03
	DEBBIE GOMEZ	COMMUNITY SERVICE OFFICER	12/23/2014	OFFICE MAX	THUMB DRIVES FOR CELL PHONE DUMPS	100-2100-600.250.000	84.79	84.79
	FRANK SANTILLAN	POLICE SERGEANT	12/22/2014	WALMART	PD CLEANING SUPPLIES	100-2100-600.250.000	24.23	
	FRANK SANTILLAN	POLICE SERGEANT	12/22/2014	ZENNI OPTICAL	POLICE EQUIPMENT-REVOLVING ACCT	100-0000-123.010.000	12.93	
	FRANK SANTILLAN	POLICE SERGEANT	12/24/2014	UNIFORM WAREHOUSE	EXPLORER UNIFORMS	100-0000-121.000.000	100.79	
	FRANK SANTILLAN	POLICE SERGEANT	12/27/2014	GALLS INC	EXPLORER UNIFORMS	100-0000-121.000.000	95.02	
	FRANK SANTILLAN	POLICE SERGEANT	12/27/2014	AMAZON	POLICE EQUIPMENT-REVOLVING ACCT	100-0000-123.010.000	14.95	
	FRANK SANTILLAN	POLICE SERGEANT	12/30/2014	UNIFORM WAREHOUSE	VIP UNIFORMS	100-0000-121.000.000	62.33	
	FRANK SANTILLAN	POLICE SERGEANT	12/31/2014	WALMART	PD SUPPLIES	100-2100-600.250.000	25.56	
	FRANK SANTILLAN	POLICE SERGEANT	1/8/2015	BEARS DEN	CHIEFS MEETING	100-2100-600.250.000	7.00	
	FRANK SANTILLAN	POLICE SERGEANT	1/14/2015	OFFICE MAX	PD SUPPLIES	100-2100-600.100.000	10.09	
	FRANK SANTILLAN	POLICE SERGEANT	1/21/2015	STARBUCKS FOWLER	CHIEFS MEETING	100-2100-600.250.000	29.90	382.80
	GILBERT CANTU	POLICE SERGEANT	1/19/15	HOME DEPOT	SIGN POST NEIGHBORHOOD WATCH	100-2200-600.250.000	28.75	28.75
	MYRON DYCK	LIEUTENANT	1/13/15	VALERO	FUEL *FOR UNIT 161 KEY MISSING	701-9200-600.257.000	20.00	20.00
	RENE GARZA	DETECTIVE -POLICE OFFICER	1/14/15	SAVE MART	COFFEE SUPPLIES, INV MEETING PER LT DYCK	100-2100-600.250.000	5.45	
	RENE GARZA	DETECTIVE -POLICE OFFICER	1/16/15	LA ESTRELLA MARKET	BREAKFAST FOR CRIME STOPPERS EVENT	100-2100-600.250.000	45.00	50.45
	RUDY ALCARAZ	SERGEANT	12/30/14	DASH MEDICAL GLOVES	SAFETY GLOVES	100-2200-600.250.000	664.42	664.42
	STEVE MARES	COMMUNITY RESOURCE OFFICER	12/22/14	UNIQUELY YOURS	EMBROIDERY FOR VIP JACKETS	100-0000-121.000.000	70.00	70.00
	TERRY REID	SERGEANT	1/13/15	OFFICE MAX	RECYCLE WASTEBASKETS	100-0000-270.091.000	15.20	15.20

US BANK INVOICE FOR CALCARD CHARGES: 12/23/14-1/22/15

DEPARTMENT	EMPLOYEE NAME	EMPLOYEE POSITION	TRANSACTION		DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT	Trace Numbers to employee Statement and Agree
			DATE	VENDOR NAME				
POLICE	TIM CANNON	SERGEANT	12/23/14	PETCO, CLOVIS CA	HIP/JOINT SUPP K9 DODGER	100-2200-600.400.700	43.28	
	TIM CANNON	SERGEANT	1/9/15	TRACTOR SUPPLY (ON LINE ORDER)	KENNEL COVER	100-0000-121.000.000	121.70	
	TIM CANNON	SERGEANT	1/18/15	WALMART	AA BATTERIES FOR DIGITAL CAMERAS	100-2200-600.250.000	10.84	175.82
PUBLIC WORKS	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	12/22/2014	ROBERT SKEELS & COMPANY	PADLOCKS	100-5300-600.250.000	\$155.93	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	12/22/2014	ROBERT SKEELS & COMPANY	PADLOCKS	210-5400-600.250.000	\$155.93	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	1/5/2015	ZUMAR INDUSTRIES	BRACKETS FOR STREET SIGNS	210-5400-600.250.000	\$372.80	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	1/7/2015	NELSON'S ACE HARDWARE	SPECIAL SUPPLIES	100-5300-600.250.000	\$7.97	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	1/8/2015	NELSON'S ACE HARDWARE	SPECIAL SUPPLIES	210-5400-600.250.000	\$22.47	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	1/8/2015	NELSON'S ACE HARDWARE	REPAIR TOILET AT CITY HALL	702-9300-600.370.000	\$27.87	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	1/8/2015	EWING IRRIGATION PRODUCTS	CREDIT MEMO FOR CANCELLED WORKSHOP	100-5300-610.915.000	(\$78.00)	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	1/10/2015	CENTRAL FLOOR SUPPLY	MATERIALS TO REPLACE COMPUTER SERVER ROOM FLOORING	702-9300-600.370.000	\$865.15	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	1/12/2015	CENTRAL VALLEY LOCK & SAFE	REKEY LOCKS AT PIONEER VILLAGE	601-4100-600.370.000	\$623.38	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	1/12/2015	NELSON'S ACE HARDWARE	PAINT FOR SENIOR CENTER	702-9300-600.370.000	\$546.58	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	1/16/2015	NELSON'S ACE HARDWARE	PAINT SUPPLIES FOR SENIOR CENTER	702-9300-600.370.000	\$59.21	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	1/20/2015	NELSON'S ACE HARDWARE	REPAIR AT PD	702-9300-600.370.000	\$8.69	
	ROMEO SHIPLEE	PUBLIC WORKS SUPERVISOR	1/20/2015	NELSON'S ACE HARDWARE	REPAIR TOILET AT CITY HALL	702-9300-600.370.000	\$32.61	2,800.59
	SHANE FERRELL	MAINTENANCE WORKER III	12/30/2014	NELSON'S ACE HARDWARE	BACKFLOW LLMD4	220-5300-600.250.404	\$1.90	
	SHANE FERRELL	MAINTENANCE WORKER III	12/30/2014	NELSON'S ACE HARDWARE	BACKFLOW LLMD8	220-5300-600.250.408	\$1.90	
	SHANE FERRELL	MAINTENANCE WORKER III	12/30/2014	NELSON'S ACE HARDWARE	BACKFLOW LLMD7	220-5300-600.250.407	\$1.90	
	SHANE FERRELL	MAINTENANCE WORKER III	12/30/2014	NELSON'S ACE HARDWARE	BACKFLOW LLMD6	220-5300-600.250.406	\$1.90	
	SHANE FERRELL	MAINTENANCE WORKER III	12/30/2014	NELSON'S ACE HARDWARE	BACKFLOW LLMD2	220-5300-600.250.402	\$1.90	
	SHANE FERRELL	MAINTENANCE WORKER III	12/30/2014	NELSON'S ACE HARDWARE	BACKFLOW LLMD5	220-5300-600.250.405	\$1.90	
	SHANE FERRELL	MAINTENANCE WORKER III	12/30/2014	NELSON'S ACE HARDWARE	BACKFLOW LLMD3	220-5300-600.250.403	\$1.90	
	SHANE FERRELL	MAINTENANCE WORKER III	12/30/2014	NELSON'S ACE HARDWARE	BACKFLOW LLMD1	220-5300-600.250.401	\$1.90	
	SHANE FERRELL	MAINTENANCE WORKER III	12/30/2014	NELSON'S ACE HARDWARE	BACKFLOW LLMD11	220-5300-600.250.411	\$1.90	
	SHANE FERRELL	MAINTENANCE WORKER III	12/30/2014	NELSON'S ACE HARDWARE	BACKFLOW LLMD2	220-5300-600.250.402	\$3.25	
	SHANE FERRELL	MAINTENANCE WORKER III	12/30/2014	NELSON'S ACE HARDWARE	BACKFLOW LLMD1	220-5300-600.250.401	\$3.25	
	SHANE FERRELL	MAINTENANCE WORKER III	12/30/2014	NELSON'S ACE HARDWARE	BACKFLOW LLMD3	220-5300-600.250.403	\$3.26	
	SHANE FERRELL	MAINTENANCE WORKER III	12/30/2014	NELSON'S ACE HARDWARE	BACKFLOW LLMD4	220-5300-600.250.404	\$3.26	
	SHANE FERRELL	MAINTENANCE WORKER III	12/30/2014	NELSON'S ACE HARDWARE	BACKFLOW LLMD5	220-5300-600.250.405	\$3.26	
	SHANE FERRELL	MAINTENANCE WORKER III	12/30/2014	NELSON'S ACE HARDWARE	BACKFLOW LLMD6	220-5300-600.250.406	\$3.26	
	SHANE FERRELL	MAINTENANCE WORKER III	12/30/2014	NELSON'S ACE HARDWARE	BACKFLOW LLMD7	220-5300-600.250.407	\$3.26	
	SHANE FERRELL	MAINTENANCE WORKER III	12/30/2014	NELSON'S ACE HARDWARE	BACKFLOW LLMD8	220-5300-600.250.408	\$3.26	
	SHANE FERRELL	MAINTENANCE WORKER III	12/30/2014	NELSON'S ACE HARDWARE	BACKFLOW LLMD11	220-5300-600.250.411	\$3.26	
	SHANE FERRELL	MAINTENANCE WORKER III	12/30/2014	NELSON'S ACE HARDWARE	BACKFLOW	100-5300-600.250.000	\$17.10	
	SHANE FERRELL	MAINTENANCE WORKER III	12/30/2014	NELSON'S ACE HARDWARE	BACKFLOW	100-5300-600.250.000	\$29.33	
	SHANE FERRELL	MAINTENANCE WORKER III	12/30/2014	HOME DEPOT	SPECIAL SUPPLIES	100-5300-600.250.000	(\$55.63)	
	SHANE FERRELL	MAINTENANCE WORKER III	12/30/2014	HOME DEPOT	BACKFLOW LLMD6	220-5300-600.250.406	\$0.77	
	SHANE FERRELL	MAINTENANCE WORKER III	12/30/2014	HOME DEPOT	BACKFLOW LLMD1	220-5300-600.250.401	\$0.77	
	SHANE FERRELL	MAINTENANCE WORKER III	12/30/2014	HOME DEPOT	BACKFLOW LLMD2	220-5300-600.250.402	\$0.77	
	SHANE FERRELL	MAINTENANCE WORKER III	12/30/2014	HOME DEPOT	BACKFLOW LLMD3	220-5300-600.250.403	\$0.77	
	SHANE FERRELL	MAINTENANCE WORKER III	12/30/2014	HOME DEPOT	BACKFLOW LLMD4	220-5300-600.250.404	\$0.77	
	SHANE FERRELL	MAINTENANCE WORKER III	12/30/2014	HOME DEPOT	BACKFLOW LLMD5	220-5300-600.250.405	\$0.77	
	SHANE FERRELL	MAINTENANCE WORKER III	12/30/2014	HOME DEPOT	BACKFLOW LLMD8	220-5300-600.250.408	\$0.78	
	SHANE FERRELL	MAINTENANCE WORKER III	12/30/2014	HOME DEPOT	BACKFLOW LLMD11	220-5300-600.250.411	\$0.78	
	SHANE FERRELL	MAINTENANCE WORKER III	12/30/2014	HOME DEPOT	BACKFLOW LLMD7	220-5300-600.250.407	\$0.78	
	SHANE FERRELL	MAINTENANCE WORKER III	12/30/2014	HOME DEPOT	BACKFLOW LLMD4	220-5300-600.250.404	\$1.20	
	SHANE FERRELL	MAINTENANCE WORKER III	12/30/2014	HOME DEPOT	BACKFLOW LLMD3	220-5300-600.250.403	\$1.20	
	SHANE FERRELL	MAINTENANCE WORKER III	12/30/2014	HOME DEPOT	BACKFLOW LLMD11	220-5300-600.250.411	\$1.20	
	SHANE FERRELL	MAINTENANCE WORKER III	12/30/2014	HOME DEPOT	BACKFLOW LLMD8	220-5300-600.250.408	\$1.20	
	SHANE FERRELL	MAINTENANCE WORKER III	12/30/2014	HOME DEPOT	BACKFLOW LLMD7	220-5300-600.250.407	\$1.20	
	SHANE FERRELL	MAINTENANCE WORKER III	12/30/2014	HOME DEPOT	BACKFLOW LLMD6	220-5300-600.250.406	\$1.20	
	SHANE FERRELL	MAINTENANCE WORKER III	12/30/2014	HOME DEPOT	BACKFLOW LLMD5	220-5300-600.250.405	\$1.20	
	SHANE FERRELL	MAINTENANCE WORKER III	12/30/2014	HOME DEPOT	BACKFLOW LLMD2	220-5300-600.250.402	\$1.21	
	SHANE FERRELL	MAINTENANCE WORKER III	12/30/2014	HOME DEPOT	BACKFLOW LLMD1	220-5300-600.250.401	\$1.21	
	SHANE FERRELL	MAINTENANCE WORKER III	12/30/2014	HOME DEPOT	BACKFLOWS LLMD7	220-5300-600.250.407	\$1.86	
	SHANE FERRELL	MAINTENANCE WORKER III	12/30/2014	HOME DEPOT	BACKFLOWS LLMD8	220-5300-600.250.408	\$1.86	
	SHANE FERRELL	MAINTENANCE WORKER III	12/30/2014	HOME DEPOT	BACKFLOWS LLMD5	220-5300-600.250.405	\$1.86	

US BANK INVOICE FOR CALCARD CHARGES: 12/23/14-1/22/15

Trace
Numbers to
employee
Statement
and Agree

DEPARTMENT	EMPLOYEE NAME	EMPLOYEE POSITION	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT	
PUBLIC WORKS	SHANE FERRELL	MAINTENANCE WORKER III	12/30/2014	HOME DEPOT	BACKFLOWS LLMDD6	220-5300-600.250.406	\$1.86	
	SHANE FERRELL	MAINTENANCE WORKER III	12/30/2014	HOME DEPOT	BACKFLOWS LLMDD4	220-5300-600.250.404	\$1.86	
	SHANE FERRELL	MAINTENANCE WORKER III	12/30/2014	HOME DEPOT	BACKFLOWS LLMDD11	220-5300-600.250.411	\$1.86	
	SHANE FERRELL	MAINTENANCE WORKER III	12/30/2014	HOME DEPOT	BACKFLOWS LLMDD1	220-5300-600.250.401	\$1.87	
	SHANE FERRELL	MAINTENANCE WORKER III	12/30/2014	HOME DEPOT	BACKFLOWS LLMDD2	220-5300-600.250.402	\$1.87	
	SHANE FERRELL	MAINTENANCE WORKER III	12/30/2014	HOME DEPOT	BACKFLOWS LLMDD3	220-5300-600.250.403	\$1.87	
	SHANE FERRELL	MAINTENANCE WORKER III	12/30/2014	HOME DEPOT	BACKFLOW	100-5300-600.250.000	\$6.96	
	SHANE FERRELL	MAINTENANCE WORKER III	12/30/2014	HOME DEPOT	BACKFLOW	100-5300-600.250.000	\$10.82	
	SHANE FERRELL	MAINTENANCE WORKER III	12/30/2014	HOME DEPOT	BACKFLOWS	100-5300-600.250.000	\$16.78	
	SHANE FERRELL	MAINTENANCE WORKER III	12/30/2014	HOME DEPOT	SPECIAL SUPPLIES	100-5300-600.250.000	\$55.63	
	SHANE FERRELL	MAINTENANCE WORKER III	1/5/2015	NELSON'S ACE HARDWARE	SPECIAL SUPPLIES	100-5300-600.250.000	\$7.81	
	SHANE FERRELL	MAINTENANCE WORKER III	1/7/2015	NELSON'S ACE HARDWARE	SPECIAL SUPPLIES	100-5300-600.250.000	\$1.95	
	SHANE FERRELL	MAINTENANCE WORKER III	1/8/2015	NELSON'S ACE HARDWARE	SPECIAL SUPPLIES	100-5300-600.250.000	\$45.65	
	SHANE FERRELL	MAINTENANCE WORKER III	1/8/2015	NELSON'S ACE HARDWARE	SPECIAL SUPPLIES - SHAFER PARK	100-5300-600.250.000	\$52.16	
	SHANE FERRELL	MAINTENANCE WORKER III	1/14/2015	HOME DEPOT	SENIOR CENTER	702-9300-600.250.000	\$45.05	
	SHANE FERRELL	MAINTENANCE WORKER III	1/15/2015	HOME DEPOT	COMPUTER SERVER ROOM FLOOR REPLACEMENT	702-9300-600.250.000	\$4.71	319.29
	STEVE GIBBS	EQUIPMENT MECHANIC III	12/22/2014	NAPA AUTO PARTS	AUTO PARTS - #8653	701-9200-600.256.000	\$30.86	
	STEVE GIBBS	EQUIPMENT MECHANIC III	12/22/2014	NAPA AUTO PARTS	SPECIAL SUPPLIES - SHOP	701-9200-600.250.000	\$40.74	
	STEVE GIBBS	EQUIPMENT MECHANIC III	12/22/2014	NAPA AUTO PARTS	AUTO PARTS	701-9200-600.256.000	\$527.95	
	STEVE GIBBS	EQUIPMENT MECHANIC III	12/22/2014	SELMA AUTO SUPPLY	AUTO PARTS - SHOP	701-9200-600.256.000	\$5.43	
	STEVE GIBBS	EQUIPMENT MECHANIC III	12/23/2014	O'REILLY AUTO SUPPLY	AUTO PARTS - #175	701-9200-600.256.000	\$139.05	
	STEVE GIBBS	EQUIPMENT MECHANIC III	12/23/2014	TRANSMISSION'S	AUTO SERVICE REPAIRS	701-9200-600.457.000	\$2,561.71	
	STEVE GIBBS	EQUIPMENT MECHANIC III	12/24/2014	O'REILLY AUTO SUPPLY	AUTO PARTS - #502	701-9200-600.256.000	\$53.67	
	STEVE GIBBS	EQUIPMENT MECHANIC III	12/28/2014	NAPA AUTO PARTS	AUTO PARTS	701-9200-600.256.000	\$91.24	
	STEVE GIBBS	EQUIPMENT MECHANIC III	12/29/2014	NAPA AUTO PARTS	AUTO PARTS - #167	701-9200-600.256.000	\$34.09	
	STEVE GIBBS	EQUIPMENT MECHANIC III	12/29/2014	SWANSON FAHRNEY FORD	AUTO PARTS - #159	701-9200-600.256.000	\$70.45	
	STEVE GIBBS	EQUIPMENT MECHANIC III	12/29/2014	TIFCO	SMALL TOOLS & MINOR EQUIPMENT - SHOP	701-9200-600.305.000	\$32.46	
	STEVE GIBBS	EQUIPMENT MECHANIC III	12/29/2014	O'REILLY AUTO SUPPLY	AUTO PARTS - #167	701-9200-600.256.000	\$221.68	
	STEVE GIBBS	EQUIPMENT MECHANIC III	12/30/2014	NAPA AUTO PARTS	AUTO PARTS - STOCK	701-9200-600.256.000	\$60.93	
	STEVE GIBBS	EQUIPMENT MECHANIC III	12/30/2014	SWANSON FAHRNEY FORD	AUTO PARTS - #163	701-9200-600.256.000	\$34.43	
	STEVE GIBBS	EQUIPMENT MECHANIC III	12/30/2014	SWANSON FAHRNEY FORD	AUTO PARTS - #163	701-9200-600.256.000	\$53.04	
	STEVE GIBBS	EQUIPMENT MECHANIC III	12/31/2014	SWANSON FAHRNEY FORD	AUTO PARTS - #163	701-9200-600.256.000	\$15.37	
	STEVE GIBBS	EQUIPMENT MECHANIC III	1/2/2015	O'REILLY AUTO SUPPLY	AUTO PARTS - #2111	701-9200-600.256.000	\$54.61	
	STEVE GIBBS	EQUIPMENT MECHANIC III	1/7/2015	SELMA AUTO SUPPLY	AUTO PARTS	701-9200-600.256.000	\$8.14	
	STEVE GIBBS	EQUIPMENT MECHANIC III	1/7/2015	SWANSON FAHRNEY FORD	AUTO SERVICE REPAIRS - #175	701-9200-600.457.000	\$1,002.52	
	STEVE GIBBS	EQUIPMENT MECHANIC III	1/7/2015	O'REILLY AUTO SUPPLY	AUTO PARTS - #176	701-9200-600.256.000	\$94.49	
	STEVE GIBBS	EQUIPMENT MECHANIC III	1/8/2015	NELSON'S ACE HARDWARE	AUTO PARTS	701-9200-600.256.000	\$300.99	
	STEVE GIBBS	EQUIPMENT MECHANIC III	1/8/2015	NAPA AUTO PARTS	AUTO PARTS - #803	701-9200-600.256.000	\$5.75	
	STEVE GIBBS	EQUIPMENT MECHANIC III	1/8/2015	O'REILLY AUTO SUPPLY	AUTO PARTS - SHOP	701-9200-600.256.000	\$43.83	
	STEVE GIBBS	EQUIPMENT MECHANIC III	1/9/2015	SWANSON FAHRNEY FORD	AUTO SERVICE REPAIRS - #164	701-9200-600.457.000	\$535.55	
	STEVE GIBBS	EQUIPMENT MECHANIC III	1/9/2015	O'REILLY AUTO SUPPLY	AUTO PARTS - #803	701-9200-600.256.000	\$765.24	
	STEVE GIBBS	EQUIPMENT MECHANIC III	1/12/2015	NAPA AUTO PARTS	AUTO PARTS - #803	701-9200-600.256.000	\$441.40	
	STEVE GIBBS	EQUIPMENT MECHANIC III	1/12/2015	NAPA AUTO PARTS	AUTO PARTS	701-9200-600.256.000	\$527.95	
	STEVE GIBBS	EQUIPMENT MECHANIC III	1/12/2015	O'REILLY AUTO SUPPLY	AUTO PARTS - #803	701-9200-600.256.000	\$64.25	
	STEVE GIBBS	EQUIPMENT MECHANIC III	1/12/2015	O'REILLY AUTO SUPPLY	AUTO PARTS - #173	701-9200-600.256.000	\$330.57	
	STEVE GIBBS	EQUIPMENT MECHANIC III	1/13/2015	O'REILLY AUTO SUPPLY	AUTO PARTS - #157	701-9200-600.256.000	\$74.43	
	STEVE GIBBS	EQUIPMENT MECHANIC III	1/13/2015	BATTERY SYSTEMS	AUTO PARTS	701-9200-600.256.000	\$234.85	
	STEVE GIBBS	EQUIPMENT MECHANIC III	1/13/2015	L.C. ACTION POLICE SUPPLY, LTD	AUTO PARTS - #180	701-9200-600.256.000	\$831.94	
	STEVE GIBBS	EQUIPMENT MECHANIC III	1/14/2015	NAPA AUTO PARTS	AUTO PARTS - SHOP	701-9200-600.256.000	\$50.97	
	STEVE GIBBS	EQUIPMENT MECHANIC III	1/14/2015	O'REILLY AUTO SUPPLY	AUTO PARTS - #803	701-9200-600.256.000	\$160.95	
	STEVE GIBBS	EQUIPMENT MECHANIC III	1/15/2015	NAPA AUTO PARTS	AUTO PARTS - #314	701-9200-600.256.000	\$100.47	
	STEVE GIBBS	EQUIPMENT MECHANIC III	1/15/2015	NAPA AUTO PARTS	AUTO PARTS	701-9200-600.256.000	\$261.36	
	STEVE GIBBS	EQUIPMENT MECHANIC III	1/15/2015	SWANSON FAHRNEY FORD	AUTO SERVICE REPAIRS - #177	701-9200-600.457.000	\$48.50	
	STEVE GIBBS	EQUIPMENT MECHANIC III	1/15/2015	SWANSON FAHRNEY FORD	AUTO PARTS - #159	701-9200-600.256.000	\$49.54	
	STEVE GIBBS	EQUIPMENT MECHANIC III	1/15/2015	SWANSON FAHRNEY FORD	AUTO SERVICE REPAIRS - #173	701-9200-600.457.000	\$2,491.98	
	STEVE GIBBS	EQUIPMENT MECHANIC III	1/15/2015	O'REILLY AUTO SUPPLY	AUTO PARTS - SHOP	701-9200-600.256.000	\$44.23	
	STEVE GIBBS	EQUIPMENT MECHANIC III	1/16/2015	NAPA AUTO PARTS	AUTO PARTS - SHOP	701-9200-600.256.000	\$13.86	
	STEVE GIBBS	EQUIPMENT MECHANIC III	1/16/2015	JOHNSON TIRE SERVICE	AUTO SERVICE REPAIR - #803	701-9200-600.457.000	\$936.31	
	STEVE GIBBS	EQUIPMENT MECHANIC III	1/20/2015	NAPA AUTO PARTS	AUTO PARTS - #803	701-9200-600.256.000	\$7.15	
	STEVE GIBBS	EQUIPMENT MECHANIC III	1/20/2015	NAPA AUTO PARTS	AUTO PARTS - #803	701-9200-600.256.000	\$37.92	

US BANK INVOICE FOR CALCARD CHARGES: 12/23/14-1/22/15

DEPARTMENT	EMPLOYEE NAME	EMPLOYEE POSITION	TRANSACTION		DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT	Trace Numbers to employee Statement and Agree
			DATE	VENDOR NAME				
PUBLIC WORKS	STEVE GIBBS	EQUIPMENT MECHANIC III	1/20/2015	O'REILLY AUTO SUPPLY	AUTO PARTS - #803	701-9200-600.256.000	\$80.77	
	STEVE GIBBS	EQUIPMENT MECHANIC III	1/21/2015	NAPA AUTO PARTS	AUTO PARTS - SHOP	701-9200-600.256.000	\$41.29	
	STEVE GIBBS	EQUIPMENT MECHANIC III	1/21/2015	ANDERSEN BRAKE & WHEEL SERVICE	AUTO SERVICE REPAIRS - #803	701-9200-600.457.000	\$65.00	13,679.91
RECREATION	JIM STEPHENSON	PT ART INSTRUCTOR	12/22/2014	NELSON'S HARDWARE	MARY POPPINS SET MATERIALS	605-4300-656.540.001	27.50	27.50
	MIKAL KIRCHNER	RECREATION SUPERVISOR	12/30/14	OFFICE MAX	TICKETS ART CENTER	605-4300-600.250.000	16.29	
	MIKAL KIRCHNER	RECREATION SUPERVISOR	1/6/15	ULINE	BIKE RACK FOR SENIOR CENTER	100-4200-600.250.000	455.71	
	MIKAL KIRCHNER	RECREATION SUPERVISOR	1/8/15	BATTERIES PLUS	BATTERIES FOR FUTURE PLAYS	605-4300-600.250.000	71.55	
	MIKAL KIRCHNER	RECREATION SUPERVISOR	1/8/15	BATTERIES PLUS	BATTERIES -MARY POPPINS	605-4300-656.540.001	286.22	829.77
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	12/21/14	HOME DEPOT	SAC: MARY POPPINS SET	605-4300-656.540.001	79.52	
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	12/29/14	UPS	SAC: MARY POPPINS COSTUMES	605-4300-656.540.001	5.75	
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	12/28/14	HOME DEPOT	SAC: MARY POPPINS SET	605-4300-656.540.001	172.29	
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	12/29/14	HOME DEPOT	SAC: MARY POPPINS SET	605-4300-656.540.001	109.67	
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	12/31/14	JOANN	SAC: MARY POPPINS COSTUMES	605-4300-656.540.001	155.53	
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	12/30/14	HOLIDAY INN	SAC: MARY POPPINS FLY BY FOY	605-4300-656.540.001	371.84	
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	12/30/14	HOME DEPOT	SAC: MARY POPPINS SET	605-4300-656.540.001	4.31	
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	1/2/15	HOBBY LOBBY	SAC: MARY POPPINS PROPS	605-4300-656.540.001	78.94	
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	1/2/15	LOWES	SAC: MARY POPPINS SET	605-4300-656.540.001	54.23	
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	1/5/15	WALMART	SAC: MARY POPPINS COSTUMES/PROPS	605-4300-656.540.001	74.92	
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	1/7/15	WALMART	SAC: MARY POPPINS SUPPLIES	605-4300-656.540.001	80.08	
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	1/7/15	HOME DEPOT	PAINT FOR THEATER	100-4300-600.250.000	135.82	
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	1/8/15	FOX DRUGS	SAC: MARY POPPINS MIC TAP	605-4300-656.540.001	15.30	
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	1/8/15	FIGURE 53	SAC: MARY POPPINS VIDEO LICENSE	605-4300-656.540.001	5.00	
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	1/9/15	FIGURE 53	SAC: MARY POPPINS VIDEO LICENSE	605-4300-656.540.001	15.00	
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	1/13/15	PHANTOM DYNAMICS	SAC: HAZER JUICE	605-4300-600.250.000	114.83	
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	1/15/15	WALMART	SAC: MARY POPPINS SUPPLIES	605-4300-656.540.001	44.42	
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	1/15/15	FIGURE 53	SAC: MARY POPPINS VIDEO LICENSE	605-4300-656.540.001	20.00	
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	1/17/15	PORT OF SUBS	SAC: MARY POPPINS CAST	605-4300-656.540.001	107.97	
	NICOLETTE CHAVEZ	PERFORMING ARTS INSTRUCTOR	01/21/15	DISNEYSHOPPING.COM	SAC: MARY POPPINS PROPS	605-4300-656.540.001	53.16	1,698.58
SENIOR CENTER	LAURIJANE LINDER	SENIOR CENTER AIDE	12/29/14	SMART N FINAL	NEW YEAR'S BREAKFAST BURRITO SUPPLIES	805-0000-226.200.000	145.75	
	LAURIJANE LINDER	SENIOR CENTER AIDE	1/15/15	BIG FIVE	POOL TABLE SUPPLIES	805-0000-226.200.000	27.13	172.88
							22,070.23	22,070.23
							22,070.23	
							0.00	0.00

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

March 2, 2015

ITEM NO:

2.

SUBJECT:

Consideration and necessary action on a resolution initiating Fresno County LAFCo proceedings for annexation, minor sphere of influence change and opting not to succeed Williamson Act contracts related to the Selma Crossings project

BACKGROUND:

The Council conducted a public hearing on the Selma Crossing Commercial Project located on the northwest, southwest, and northeast quadrants of the intersection of Highway 99 and Mountain View on August 19th 2013.

At that meeting the Selma City Council approved the following:

- Resolution No. 2013-44R, certification of the Environmental Impact Report and adoption of a Statement of Overriding Consideration.
- Resolution No. 2013-45R, approving Tentative Tract Map 2007-0012 with conditions, which will divide approximately 288 acres into 187 lots, to be used for commercial and mix residential land uses.
- Resolution No. 2013-046R, approving a Zone Change (pre-zoning) of the property to Regional Commercial to be consistent to Selma's 2035 General Plan.
- Resolution No. 2013-47R initiating the Mountain View Highway 99 Selma Crossing Reorganization, Annexation No. 2007-0012.
- Resolution No. 2013-48R, for a Minor Sphere of Influence Amendment to expand Selma's current sphere to incorporate the project site.
- Ordinance No. 2013-4 Amending Title XI, Chapter 2, Section 2 of the Selma Municipal code (Zone Boundary map).

DISCUSSION:

This resolution is required for LAFCo to proceed with the annexation, minor sphere of influence change and opting not to succeed the Williamson Act contracts on two parcels related to the Selma Crossing Project.

The following conditions are being added to Parcel Map 2007-0012.





- 5a. The Developer or successor in interest shall also submit an electronic file in the format suitable to the City Engineering Department.
- 14a. the Developer or successor in interest shall also submit an electronic file in the format suitable to the City Engineering Department.

41. The Developer or successor in interest shall comply with provision of the Police camera monitoring system as directed by the Police Chief.

Additional conditions may be place on each site plan submitted for the project.

<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).
N/A		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: None Fund Balance: None		

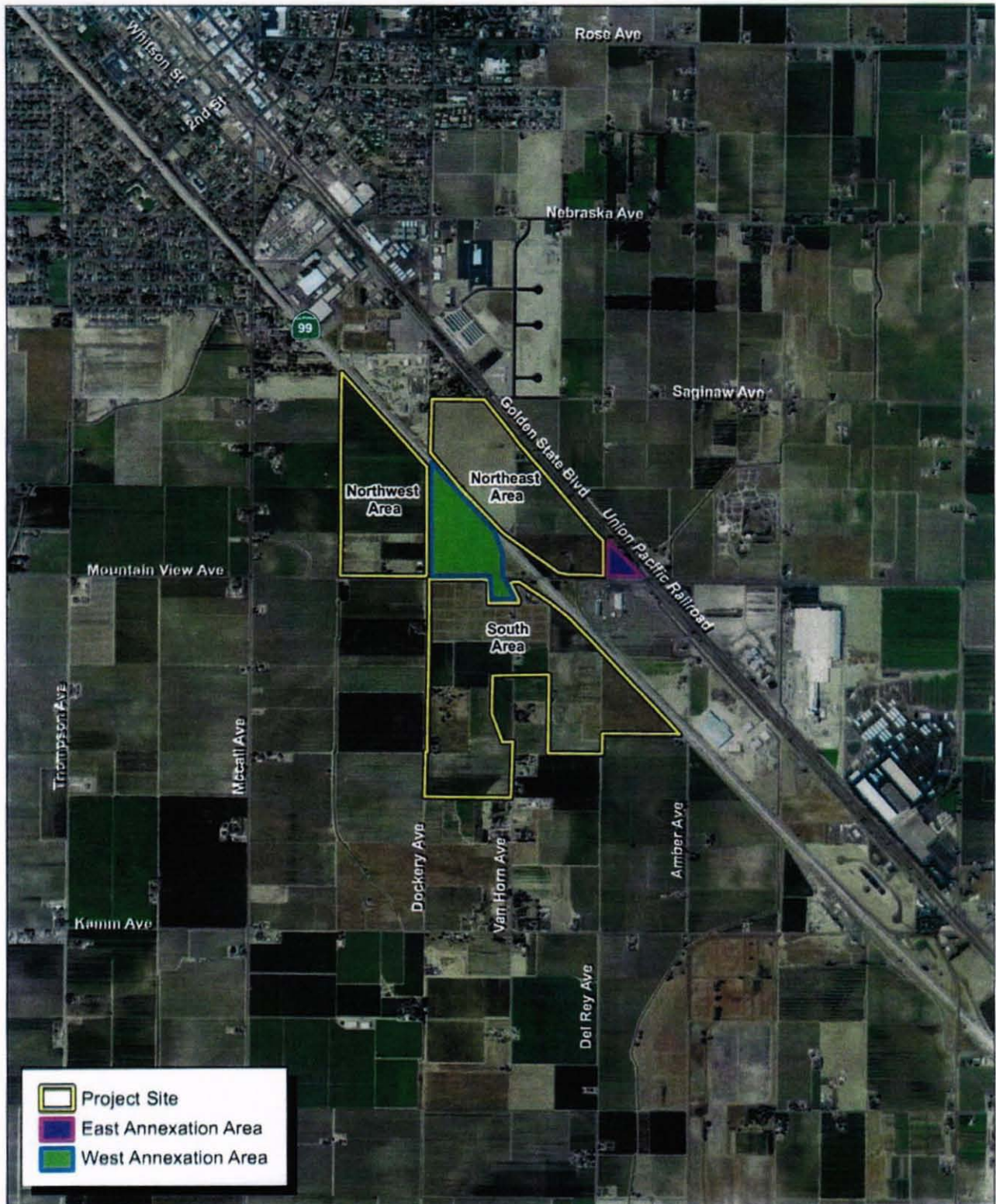
RECOMMENDATION: Approve this resolution of the Selma City Council initiating Fresno County LAFCo proceedings for annexation, minor sphere of influence change and opting not to succeed Williamson Act contracts related to the Selma crossings project.

 Bryant Hemby, Assistant Planner	 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.

<i>Attachments</i>	<i>Page</i>
1. Location Map	4
2. Resolution initiating Fresno County LAFCo proceedings for Annexation, sphere of influence change and opting not to succeed Williamson Act contracts related to the Selma crossings project.....	5-69



Michael Brandman Associates

 31130002 • 06/2011 | 3-9_project_annexations.mxd

Exhibit 3-9

 Non-Selma Crossings Project Annexations

 CITY OF SELMA • SELMA CROSSINGS PROJECT

 ENVIRONMENTAL IMPACT REPORT

RESOLUTION NO. 2015-____R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA
INITIATING FRESNO COUNTY LAFCO PROCEEDINGS FOR
ANNEXATION AND SPHERE OF INFLUENCE CHANGE AND
OPTING NOT TO SUCCEED WILLIAMSON ACT CONTRACTS
RELATED TO THE SELMA CROSSINGS PROJECT**

WHEREAS, THE City of Selma desires to initiate proceedings pursuant to the Corteses-Knox-Hertzberg Local Government Reorganization Act of 2000, Division 3, commencing with Section 56000 of the California Government Code for the proposed Selma Crossings Reorganization; and

WHEREAS, the specific changes of organization requested consists of annexation to the City of Selma and the Selma-Kingsburg-Fowler County Sanitation District and detachment from the Fresno County Fire Protection District, Kings River Conservation District, and

WHEREAS, the territory proposed to be changed is inhabited, and on this day contains 4 registered voters, according to information received from the County Elections Officer; and

WHEREAS, a written description and map of the boundaries of the territory is set forth in attached "A" attached hereto and by this reference incorporated herein; and

WHEREAS, this proposal will consist of a minor sphere of influence of the City of Selma of 104.85 acreages; and

WHEREAS, it is desired to provide that the proposed reorganization is subject to Resolution 2013-47R, with terms and conditions as set forth in attached "B"; and

WHEREAS the City Council has considered the Environmental Impact Report prepared for the proposed reorganization in compliance with the California Environmental Quality Act; and

WHEREAS, the Selma Crossings Commercial Project ("Project") proposes to develop approximately 3.49 plus or minus million square feet of commercial, retail, office and residential uses on approximately 288 acres located on the northwest, southwest, and northeast quadrants of the intersection of Mountain View and Highway 99; and

WHEREAS, as part of the Project, the City pre-zoned approximately plus or minus 288 gross acres of land regional commercial by Ordinance No. 2013-4 on August 19, 2013, a copy of that Ordinance is attached hereto as Attachment "C"; and

WHEREAS, on August 19, 2013, the City Council of the City of Selma approved Resolution No. 2013-45R approving Tentative Parcel Map 2007-0012 related to the Selma Crossings Commercial Project which, among other things, authorized and directed staff to process and file an application(s) or other necessary action(s) with the Fresno County Local Agency Formation Commission or any other agency necessary for the annexation and sphere of influence boundary change related to the Project, a copy of that Resolution is attached hereto as Attachment "D"; and

WHEREAS, on August 19, 2013, the City Council of the City of Selma adopted Resolution No. 2013-44R certifying the Environmental Impact Report (Sch. No. 2007071008) for the Selma Crossings Commercial Project, a copy of Resolution No. 2013-44R is attached hereto as Attachment "E"; and

WHEREAS, as part of the approval of the aforementioned Project, the applicant submitted to the City an application for annexation along with an application for a sphere of influence change; and

WHEREAS, the City Council of the City of Selma desires to and hereby does initiate proceedings with Fresno County LAFCO to annex that property located within the Project not currently located within the City limits of Selma into the City limits of the City of Selma; and

WHEREAS, the City Council of the City of Selma desires to and hereby does initiate proceedings with Fresno County LAFCO to change its sphere of influence to include the Property located within the Project; and

WHEREAS, the City Council of the City of Selma adopted Resolution No. 1126 protesting the inclusion of land within one mile of the exterior boundaries of the City of Selma into the Fowler-Selma-Kingsburg Agricultural Preserve on February 16, 1971, pursuant to '51243.5 of the Government Code of the State of California, a copy of Resolution No. 1126 is attached as Attachment "F"; and

WHEREAS, on February 23, 1971, the County Board of Supervisors adopted a resolution approving certain land conservation contracts including the land conservation contract described herein (the "Contract") a copy of said Contract is attached hereto as Attachment "E"; noting the City of Selma's protest of the execution of a land conservation contract within one (1) mile of the exterior border of the City of Selma, a copy of said Resolution is attached hereto as Attachment "G"; and

WHEREAS, pursuant to Government Code '51243.5(d), the City of Selma hereby exercises its option not to succeed to the rights, duties, and powers of the County under the Contract of the property described as follows:

PARCEL 1: That portion of the Northeast Quarter of the Southwest Quarter of Section 8, Township 16 South, Range 22 East, M.D.B.&M. in the County of Fresno, State of California, according to the Official Plat of the survey of said land on file in the Bureau of Land Management, lying Southwesterly of a line described as: Beginning on the East line of the Southwest Quarter of said Section, 1030.6 feet South of the Northeast corner thereof; thence North 43_21' West to the North line of the Southwest Quarter of said Section 8, Township 16 South, Range 22 East, M.D.B.&M.

PARCEL 2: That portion of the Southeast Quarter of the Northwest Quarter of Section 8, Township 16 South, Range 22 East, M.D.B.&M., in the County of Fresno, State of California, according to the Official Plat of the survey of said land on file in the Bureau of Land Management, lying Southwesterly of a line described as: Beginning on the East line of the Southwest Quarter of said Section 1030.6 feet South of the Northeast corner of said Southwest Quarter; thence North 43_21' West to the West line of the Southeast Quarter of the Northwest Quarter of said Section 8, Township 16 South, Range 22 East, M.D.B.&M.

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

1. That the foregoing recitals are true and correct and incorporated herein by this reference.
2. That the City of Selma did and hereby does initiate proceedings with Fresno County LAFCO to annex that property located within the Selma Crossings Commercial Project described herein and authorizes City staff to execute any and all necessary applications and documents required for or related to said annexation.
3. That the City of Selma did and hereby does initiate proceedings with Fresno County LAFCO to change the City's sphere of influence to include that property located within the Selma Crossings Commercial Project as described herein and authorizes City staff to execute and file any and all necessary applications and documents required for or related to said sphere of influence change.
4. That the City of Selma hereby exercises its option not to succeed to the rights, duties and powers of the County under the land conservation contract [cancel the Contract] described herein pursuant to Government Code '51243.5(d).

* * * * *

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 February ____, 2015, by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

Scott Robertson
Mayor of the City of Selma

ATTEST:

Reyna Rivera
City Clerk of the City of Selma

ATTACHMENT "A"
PROJECT DESCRIPTION AND MAP

Mountain View-State Route 99 Selma Crossings Reorganization

Annexation to the City of Selma and Selma-Kingsburg-Fowler County Sanitation District and Detachment from the Fresno County Fire Protection District, Kings River Conservation District, and Consolidated Irrigation District

Parcel 1

A parcel of land lying in the Southeast Quarter of Section 8, and in the Southwest Quarter of Section 9, Township 16 South, Range 22 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, and being more particularly described as follows:

BEGINNING at the Center Quarter Corner of said Section 8;

Thence, South 89° 58' 58" East, along the north line of the Southeast Quarter of said Section 8, a distance of 775.98 feet to a point on the southwesterly right of way line of Golden State Boulevard;

Thence, along said right of way of Golden State Boulevard the following five courses:

1) South 41° 05' 07" East, along said right of way line, a distance of 795.70 feet;

Thence, 2) South 00° 43' 36" West, a distance of 46.54 feet;

Thence, 3) South 89° 16' 24" East, a distance of 41.63 feet;

Thence, 4) South 41° 05' 07" East, a distance of 2630.39 feet;

Thence, 5) South 00° 51' 03" West, a distance of 24.55 feet to the northerly right of way line of Mountain View Avenue;

Thence, North 89° 08' 57" West, along said northerly right of way line, parallel with and 30.00 feet north of the south line of the Southwest Quarter of said Section 9, a distance of 475.98 feet to the west line of said Southwest Quarter;

Thence, North 89° 35' 33" West, continuing along said northerly right of way line, parallel with and 30.00 feet north of the south line of the Southeast Quarter of said Section 8, a distance of 40.50 feet;

Thence, South 00° 24' 26" West, a distance of 10.00 feet;

Thence, along the northeasterly right of way line of State Route 99, the following 16 courses:

1) North 85° 31' 59" West, a distance of 451.13 feet;

Thence, 2) North 77° 36' 39" West, a distance of 162.71 feet;

Thence, 3) North 52° 16' 33" West, a distance of 200.09 feet;

Thence, 4) North 57° 23' 28" West, a distance of 279.91 feet to the beginning of a tangent curve concave to the northeast, having a radius of 1947.00 feet;

Thence, 5) along said curve, through a central angle of 9° 13' 39", an arc distance of 313.57 feet to a point on a line that is parallel with and 20.00 feet east of the West line of the Southeast Quarter of the Southeast Quarter of said Section 8;

Thence, 6) North 00° 43' 36" East, along said parallel line, a distance of 354.63 feet;

Thence, 7) North 89° 16' 14" West, a distance of 40.00 feet;

Thence, 8) South 00° 43' 36" West, along a line that is parallel with and 20.00 feet west of the West line of the Southeast Quarter of the Southeast Quarter of said Section 8, a distance of 44.48 feet;

Thence, 9) South 30° 43' 05" West, a distance of 203.22 feet;

Thence, 10) North 45° 04' 10" West, a distance of 353.74 feet;

Thence, 11) North 43° 21' 42" West, a distance of 300.31 feet;

Thence, 12) North 45° 04' 58" West, a distance of 267.96 feet;

Thence, 13) North 45° 03' 33" West, a distance of 132.64 feet;

Thence, 14) North 43° 21' 25" West, a distance of 602.23 feet;

Thence, 15) North 01° 00' 20" East, along a line that is parallel with and 20.00 feet east of the West line of the Southeast Quarter of said Section 8, a distance of 363.93 feet;

Thence, 16) North 88° 59' 40" West, a distance of 20.00 feet to a point on said West line of said Southeast Quarter;

Thence leaving said northeasterly right of way line, North 01° 00' 20" East, along said West line of said Southeast Quarter, a distance of 435.42 feet to the Point of Beginning.

Contains an area of: 76.93 Acres

Parcel 2

A parcel of land being the North half of the Northwest Quarter of the Southeast Quarter, and a portion of the Northeast Quarter, both in Section 17, and a portion of the East Half of the West Half, and a portion of the west half of the Southeast Quarter, both in Section 8, and a portion of the Northwest Quarter of Section 16, all in Township 16 South, Range 22 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, and being more particularly described as follows:

COMMENCING at the South Quarter corner of said Section 8; thence South $00^{\circ} 21' 39''$ West, along the west line of the Northeast Quarter of said Section 17, a distance of 30.00 feet to the TRUE POINT OF BEGINNING;

Thence, North $89^{\circ} 37' 36''$ West, along the southerly right of way line of Mountain View Avenue, being parallel with and 30.00 feet south of the south line of the Southwest Quarter of said Section 8, a distance of 1319.46 feet;

Thence, North $00^{\circ} 22' 24''$ East, a distance of 30.00 feet to the southwest corner of the east half of the Southwest Quarter of said Section 8;

Thence, North $00^{\circ} 53' 20''$ East, along the west line of said east half, a distance of 2658.48 feet to the northwest corner thereof;

Thence, North $00^{\circ} 42' 34''$ East, along the west line of the east half of the Northwest Quarter of said Section 8, a distance of 340.64 feet to a point on the southwesterly right of way line of State Route 99;

Thence, along said southwesterly right of way line, the following 26 courses:

1) South $43^{\circ} 21' 25''$ East, a distance of 2665.23 feet;

Thence, 2) South $39^{\circ} 37' 31''$ East, a distance of 633.08 feet to the beginning of a tangent curve concave to the southwest, having a radius of 545.00 feet;

Thence, 3) along said curve, through a central angle of $40^{\circ} 02' 51''$, an arc distance of 380.93 feet;

Thence, 4) South $00^{\circ} 25' 20''$ West, a distance of 137.59 feet;

Thence, 5) South $52^{\circ} 04' 06''$ West, a distance of 57.18 feet;

Thence, 6) South $79^{\circ} 48' 09''$ West, a distance of 244.18 feet;

Thence, 7) South $00^{\circ} 24' 27''$ West, a distance of 20.00 feet to a point on the north line of the Northeast Quarter of said Section 17;

Thence, 8) South 00° 24' 27" West, a distance of 30.00 feet;

Thence, 9) South 84° 45' 55" East, a distance of 296.05 feet;

Thence, 10) South 56° 15' 51" East, a distance of 66.95 feet;

Thence, 11) South 37° 58' 01" East, a distance of 102.34 feet to a point on a non-tangent curve concave to the southwest, having a radius of 570.00 feet, a radial to said point bears North 60° 27' 54" East;

Thence, 12) along said non-tangent curve, through a central angle of 30° 01' 23", an arc distance of 298.68 feet;

Thence, 13) South 89° 31' 10" East, a distance of 30.00 feet to a point on the west line of the Northeast Quarter of the Northeast Quarter of said Section 17;

Thence, 14) along last said west line, South 00° 28' 50" West, a distance of 201.79 feet;

Thence, 15) South 89° 31' 10" East, a distance of 40.00 feet;

Thence, 16) North 00° 28' 50" East, parallel with and 40.00 east of last said west line, a distance of 325.31 feet;

Thence, 17) North 24° 22' 46" West, a distance of 267.72 feet;

Thence, 18) North 66° 21' 43" East, a distance of 56.37 feet;

Thence, 19) South 78° 49' 32" East, a distance of 91.92 feet;

Thence, 20) South 55° 22' 09" East, a distance of 344.34 feet;

Thence, 21) South 57° 29' 41" East, a distance of 272.26 feet to a point on a non-tangent curve concave to the southwest, having a radius of 1947.00 feet, a radial to said point bears North 36° 17' 30" East;

Thence, 22) along last said non-tangent curve, through a central angle of 08° 38' 15", an arc distance of 293.52 feet;

Thence, 23) South 45° 04' 15" East, a distance of 476.54 feet;

Thence, 24) South 43° 21' 15" East, a distance of 300.15 feet;

Thence, 25) South 45° 03' 21" East, a distance of 398.99 feet;

Thence, 26) South 43° 21' 31" East, a distance of 1208.16 feet to a point on the south line of the north half of Lot 13 of Selma Colony, according to the map thereof recorded in Book 2 of Record of Surveys, Pages 7 thru 13, Fresno County Records;

Thence, leaving said southwesterly right of way line, North 89° 18' 20" West, along last said south line, a distance of 1164.40 feet to the southwest corner of said Lot 13;

Thence, South 00° 36' 12" West, along the east line of the Northeast Quarter of said Section 17, a distance of 330.25 feet to the East Quarter corner of said Section 17;

Thence, North 89° 26' 30" West, along the south line of the Northeast Quarter of said Section 17, a distance of 1313.77 feet to the southwest corner of the Southeast Quarter of the Northeast Quarter of said Section 17;

Thence, South 00° 28' 49" West, along the east line of the Northwest Quarter of the Southeast Quarter of said Section 17, a distance of 659.04 feet;

Thence, North 89° 24' 35" West, along the south line of the north half of the Northwest Quarter of the Southeast Quarter of said Section 17, a distance of 1312.25 feet to the southwest corner thereof;

Thence, North 00° 20' 25" East, along the west line of the Southeast Quarter of said Section 17, a distance of 658.32 feet to the Center Quarter corner of said Section 17;

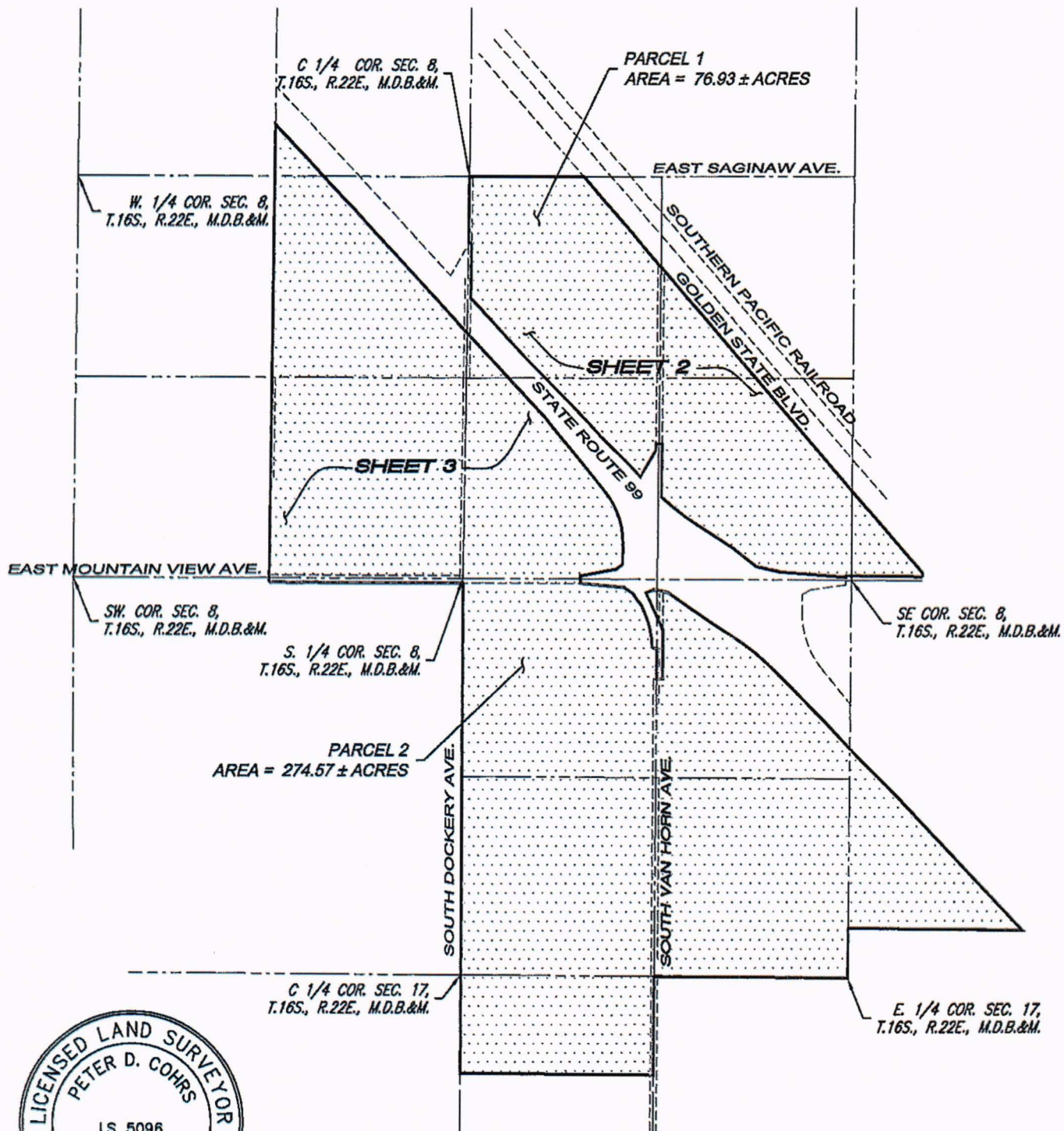
Thence, North 00° 21' 39" East, along the west line of Northeast Quarter of said Section 17, a distance of 2603.33 feet to the True Point of Beginning.

Contains an area of: 274.568 Acres



MOUNTAIN VIEW – STATE ROUTE 99 SELMA CROSSINGS REORGANIZATION

SHEET 1 OF 3



SCALE: 1" = 1,000'

LEGEND:

	RIGHT-OF-WAY
	SECTION LINE
	AREA TO BE ANNEXED TO THE CITY OF SELMA

POINT OF BEGINNING
C 1/4 COR. SEC. 8,
T.16S., R.22E., M.D.B.&M.

EAST SAGINAW AVE.

SOUTH DICKERY AVE.

PARCEL 1
Area : 76.93 ± ACRES

SOUTHERN PACIFIC RAILROAD
GOLDEN STATE BLVD.

SOUTH VAN HORN AVE.

STATE ROUTE 99

E. MOUNTAIN VIEW AVE.

SE COR. SEC. 8,
T.16S., R.22E., M.D.B.&M.

Line Table		
Line #	Length	Direction
L1	775.98'	S89° 58' 58"E
L2	795.70'	S41° 05' 07"E
L3	46.54'	S0° 43' 36"W
L4	41.63'	S89° 16' 24"E
L5	2630.39'	S41° 05' 07"E
L6	24.55'	S0° 51' 03"W
L7	475.98'	N89° 08' 57"W
L8	40.50'	N89° 35' 33"W
L9	10.00'	S0° 24' 26"W
L10	451.13'	N85° 31' 59"W
L11	162.71'	N77° 36' 39"W
L12	200.09'	N52° 16' 33"W
L13	279.91'	N57° 23' 28"W
L14	354.63'	N0° 43' 36"E
L15	40.00'	N89° 16' 14"W
L16	44.88'	S0° 43' 36"W
L17	203.22'	S30° 43' 05"W
L18	353.74'	N45° 04' 10"W
L19	300.31'	N43° 21' 42"W
L20	267.96'	N45° 04' 58"W

Line Table		
Line #	Length	Direction
L21	132.64'	N45° 03' 33"W
L22	602.23'	N43° 21' 25"W
L23	363.93'	N1° 00' 20"E
L24	20.00'	N88° 59' 40"W
L25	435.42'	N1° 00' 20"E

Curve Table			
Curve #	Length	Radius	Delta
C1	313.57'	1947.00'	09°13'39"



LEGEND:

- RIGHT-OF-WAY
- SECTION LINE
- AREA TO BE ANNEXED TO THE CITY OF SELMA



SCALE: 1" = 500'

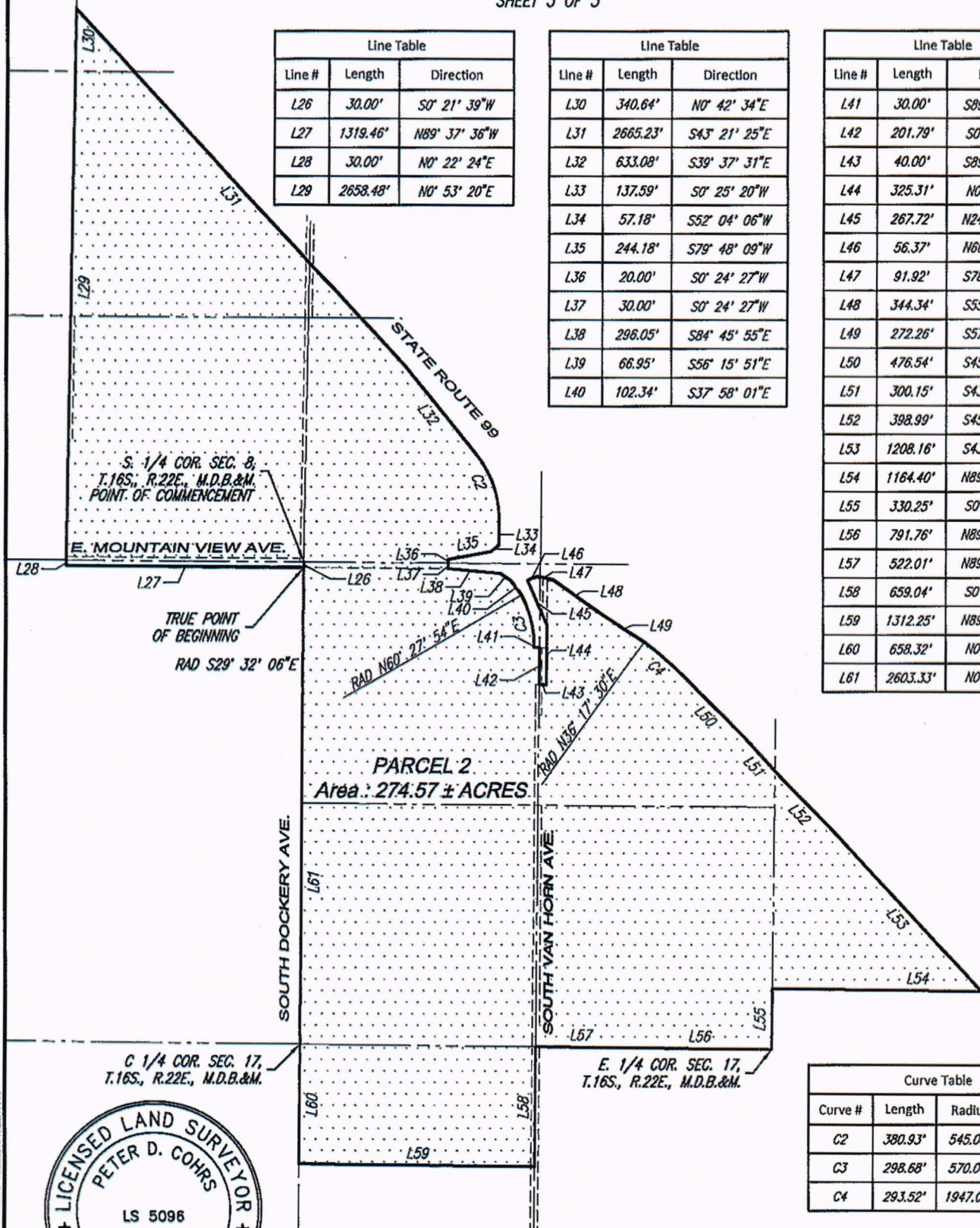


SHEET 3 OF 3

Line Table		
Line #	Length	Direction
L26	30.00'	S0° 21' 39"W
L27	1319.46'	N89° 37' 36"W
L28	30.00'	N0° 22' 24"E
L29	2658.48'	N0° 53' 20"E

Line Table		
Line #	Length	Direction
L30	340.64'	N0° 42' 34"E
L31	2665.23'	S43° 21' 25"E
L32	633.08'	S39° 37' 31"E
L33	137.59'	S0° 25' 20"W
L34	57.18'	S52° 04' 06"W
L35	244.18'	S79° 48' 09"W
L36	20.00'	S0° 24' 27"W
L37	30.00'	S0° 24' 27"W
L38	296.05'	S84° 45' 55"E
L39	66.95'	S56° 15' 51"E
L40	102.34'	S37° 58' 01"E

Line Table		
Line #	Length	Direction
L41	30.00'	S89° 31' 10"E
L42	201.79'	S0° 28' 50"W
L43	40.00'	S89° 31' 10"E
L44	325.31'	N0° 28' 50"E
L45	267.72'	N24° 22' 46"W
L46	56.37'	N66° 21' 43"E
L47	91.92'	S78° 49' 32"E
L48	344.34'	S55° 22' 09"E
L49	272.26'	S57° 29' 41"E
L50	476.54'	S45° 04' 15"E
L51	300.15'	S43° 21' 15"E
L52	398.99'	S45° 03' 21"E
L53	1208.16'	S43° 21' 31"E
L54	1164.40'	N89° 18' 20"W
L55	330.25'	S0° 36' 12"W
L56	791.76'	N89° 26' 30"W
L57	522.01'	N89° 26' 30"W
L58	659.04'	S0° 28' 49"W
L59	1312.25'	N89° 24' 35"W
L60	658.32'	N0° 20' 25"E
L61	2603.33'	N0° 21' 39"E



Curve Table			
Curve #	Length	Radius	Delta
C2	380.93'	545.00'	40°02'51"
C3	298.68'	570.00'	30°01'23"
C4	293.52'	1947.00'	08°38'15"

LEGEND:

- RIGHT-OF-WAY
- SECTION LINE
- AREA TO BE ANNEXED TO THE CITY OF SELMA



PRECISION
CIVIL ENGINEERING, INC.

SCALE: 1" = 800'

ATTACHMENT "B"
RESOLUTION 2013-47R
MOUNTAIN VIEW HIGHWAY 99 SELMA
CROSSING
REORGANIZATION, ANNEXATION

RESOLUTION NO. 2013 -47R

**A RESOLUTION OF THE SELMA CITY COUNCIL OF THE CITY OF SELMA
INITIATING OF MOUNTAIN VIEW HIGHWAY 99 SELMA CROSSING
REORGANIZATION, ANNEXATION NO 2007-0012**

WHEREAS, the City of Selma has been requested to process a proposed reorganization of territory with the short title of Reorganization No. 2007-0012 Mountain View Highway 99, Selma Crossing, pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Division 3, commences with Section 56000 of the California Government Code for the reorganization. Said reorganization is proposed to annex territory to the City of Selma and Selma-Kingsburg-Fowler County Sanitation District and to detach from the Fresno County Fire Protection District and Kings River Conservation District; and

WHEREAS, a map and description of the boundaries of the territory is set forth in Exhibit 'A' respectively, and attached hereto and by this reference incorporated herein; and

WHEREAS, the reorganization proposal is made for the purpose of providing for the logical and orderly expansion of the City of Selma. Said expansion is consistent with the Selma 2035 General Plan which designates the area of the territory to be annexed to the City of Selma for Regional Commercial purposes; and

WHEREAS, the City of Selma has prepared a Plan of Services for the territory demonstrating that all City services are available to the property; and

WHEREAS, the City of Selma did an Environmental Assessment No. 2007-0012 for the project, to include Reorganization identified significant or potentially significant environmental impacts described more fully in the Final Environmental Impact Report. The Final Environmental Impact Report identifies measures that mitigates or avoid the significant environmental effects and incorporated Project specific Mitigation Measures and Monitoring Program (MMMP).

NOW, THEREFORE, this Resolution of Application is hereby adopted and approved by the Selma City Council and hereby request that the City proceedings for the reorganization of territory as described in Exhibit 'A', according to the terms stated above and in the manner provided by Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.

The foregoing Resolution was duly adopted on 19th day of August 2013 by the following vote, to wit:

AYES:	5	COUNCIL MEMBERS:	Derr, Rodriguez, Avalos, Robertson, Grey
NOES:	0	COUNCIL MEMBERS:	None
ABSTAIN:	0	COUNCIL MEMBERS:	None
ABSENT:	0	COUNCIL MEMBERS:	None

ATTEST:


Reyna Rivera
City Clerk

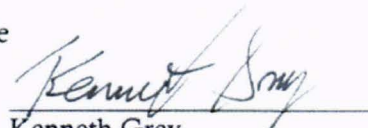


Kenneth Grey
Mayor of the City of Selma

Exhibit "A"
Mountain View Highway 99 Selma Crossings
Reorganization, Annexation No. 2007-0012

 Selma Sphere of Influence
 Selma City Limits



 0 1 Miles

181

ATTACHMENT "C"
ORDINANCE NO. 2013-4

ORDINANCE NO. 2013 – 4

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SELMA
APPROVING ZONE CHANGE (PREZONING) NO. 2007-0012 SUBJECT
TO SPECIFIC FINDINGS FOR APPROVAL RELATED TO THE
SELMA CROSSINGS COMMERCIAL PROJECT**

WHEREAS, on August 5, 2013, the Selma City Council at a regular meeting held a public hearing to consider a zone change (prezoning) filed as part of Submittal No. 2007-0012 with concurrent applications by Selma Crossing LLC. The Selma Crossings Commercial Project ("Project") proposes to develop approximately 3.49 million square feet of commercial retail, office and residential uses on approximately +/- 288 acres located on the northwest, southwest, and northeast quadrants of the intersection of Mountain View and Highway 99; and

WHEREAS, as part of the Project, the applicant seeks to prezone approximately +/- 288 gross acres of land regional commercial, the annexation of approximately +/- 288 acres and a sphere of influence adjustment along with a concurrent application for a Tentative Parcel Map; and

WHEREAS, the City of Selma Planning Commission conducted a public hearing on June 24, 2013, and considered the proposed zone change, annexation application, and sphere of influence change and recommended, by Resolution, that the City Council approve the zone change for Submittal No. 2007-0012; and

WHEREAS, the City Council of the City of Selma desires to amend the zoning map to prezone property ("Property") hereinafter described and currently zoned by the County of Fresno as AE-20 (Exclusive Agriculture) and AL-20 (Agriculture Limited) to C-R (Regional Commercial) district which shall become effective upon annexation of the property to the City of Selma; and

WHEREAS, pursuant to Public Resources Code §21080.1, Division 13, California Environmental Quality Act ("CEQA"), the City of Selma is responsible for determining whether an Environmental Impact Report ("EIR") or a Negative Declaration shall be required; and

WHEREAS, the City Council conducted a public hearing as set forth herein, noticed in accordance with all applicable state and local laws, and considered the environmental assessment (SCH #2007071008), which resulted in an EIR, the proposal and the staff report together with all public testimony of interested parties; and

WHEREAS, the City Council considered the scope of the proposal, reviewed the evidence and determined that the zone change (prezoning) No. 2007-0012 will have a significant and unavoidable impact on the environment; and

WHEREAS, the FEIR has been prepared by the City and the Mitigation Measures, as well as a program for reporting on and monitoring the Mitigation Measures, have been made conditions of approval to mitigate or avoid significant environmental affects [CEQA Guidelines §15097]; and

WHEREAS, based on substantial evidence provided in the EIR and the whole record before the City Council for Environmental Assessment No. 2007-0012 and public comments related to the Project, it has been determined that the Project will have potentially significant and unavoidable impacts on the environment related to agricultural resources, air quality, and transportation, the City Council certifies the adequacy of and adopts the FEIR with a Statement of Overriding Consideration; and

WHEREAS, the City Council determines that the following findings of fact for approval and listed and included in this Ordinance can be made based on the reports, evidence and verbal presentations, subject to annexation:

1. The City of Selma is committed to ensuring the peace, tranquility, health, safety and general welfare of all its citizens while meeting the needs of all citizens in Selma in a suitable environment.

2. That the proposed zone change (prezoning) is consistent with the goals and objectives of the City of Selma 2035 General Plan.

3. The City of Selma finds a need to revise the current zoning map. The development and implementation of this change to the zoning map will better provide sufficient land use designated as Regional Commercial.

4. The City's zoning map, without this prezoning, does not adequately provide for all levels of commercial opportunities which are stated goals of the City of Selma 2035 General Plan and will be inconsistent with the zoning designation set forth in the City of Selma 2035 General Plan.

NOW, THEREFORE, the City Council of the City of Selma does hereby ordain as follows:

SECTION 1. Boundaries: That the Zoning Boundaries Map for the City of Selma, as provided under Title 11, Chapter 2 of the Selma Municipal Code is hereby amended to prezone the Property described by the following Assessor Parcel Numbers to C-R Regional Commercial:

393-180-40
393-180-49
393-180-51
393-180-30
393-180-42

393-180-12
393-180-46
393-180-59
393-180-60
393-102-71
393-102-12
393-102-33
393-102-21
393-180-63
393-180-44
393-180-27
393-180-26
393-180-09
393-180-29
393-102-72
393-102-20
393-102-34
393-102-23
393-102-65
393-102-16
393-102-18
393-180-52
393-074-01
393-074-02
393-240-27

SECTION 2. Required Notice: Notice as required herein above shall be given in accordance with §36933 of the Government Code of the State of California.

SECTION 3. California Environmental Quality Act: The City of Selma having considered Environmental Assessment No. 2007-0012 prepared for Zone Change No. 2007-0012, Tentative Parcel Map No. 2007-0012, and Reorganization/Annexation No. 2007-0012 determined that the Project does not have the potential to result in a significant adverse impact on the environment. The EIR prepared for the Project has been approved and reflects the independent judgment and analysis of the entire record heretofore presented to the City Council.

SECTION 4. 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 5. Effective Date and Posting of Ordinance: This Ordinance shall take thirty (30) days after adoption by the City Council of the City of Selma.

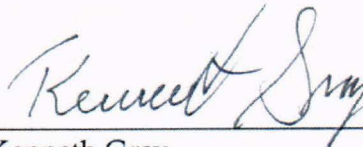
I, REYNA RIVERA, City Clerk of the City of Selma, do hereby certify that the foregoing Ordinance was introduced on the 5th day of August, 2013 and duly adopted at a regular meeting of the Selma City Council held on the 19th day of August, 2013 by the following vote, to wit:

AYES: 5 COUNCIL MEMBERS: Rodriguez, Derr, Avalos, Robertson, Grey

NOES: 0 COUNCIL MEMBERS: None

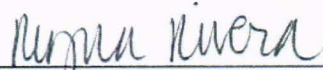
ABSTAIN: 0 COUNCIL MEMBERS: None

ABSENT: 0 COUNCIL MEMBERS: None




Kenneth Grey
Mayor of the City of Selma

ATTEST:



Reyna Rivera
City Clerk of the City of Selma

APPROVED AS TO FORM:


Neal E. Costanzo
City Attorney

ATTACHMENT "D"
RESOLUTION 2013-45R
APPROVING TENTATIVE TRACT MAP NO
2007-0012 WITH CONDITIONS

RESOLUTION NO. 2013 – 45R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA
APPROVING TENTATIVE PARCEL MAP NO. 2007-0012 WITH FINDINGS
AND CONDITIONS RELATED TO THE SELMA CROSSINGS
COMMERCIAL PROJECT**

WHEREAS, the Selma Crossings Commercial Project ("Project") proposes to develop approximately 3.49 million square feet of commercial retail, office and residential uses on approximately +/- 288 acres located on the northwest, southwest, and northeast quadrants of the intersection of Mountain View and Highway 99; and

WHEREAS, as part of the Project, the applicant has submitted concurrent applications for a change of zoning (prezone), approval of a Tentative Parcel Map and an application for annexation along with a sphere of influence change. A copy of the Tentative Parcel Map is attached hereto and incorporated by this reference herein as Attachment A. An application for annexation and sphere change will be filed with the Fresno County Local Agency formation Commission when completed by the applicant; and

WHEREAS, on June 24, 2013, the City of Selma Planning Commission considered, at a public hearing, Tentative Parcel Map No. 2007-0012 and recommended, by resolution, that the City Council of the City of Selma approve Tentative Parcel Map No. 2007-0012 with findings and conditions. A Resolution of the Selma Planning Commission recommending approval of Tentative Parcel Map No. 2007-0012 has been delivered to and considered by the City Council; and

WHEREAS, pursuant to Public Resources Code §21080.1, Division 13, California Environmental Quality Act ("CEQA"), the City of Selma is responsible for determining whether an Environmental Impact Report ("EIR") or a Negative Declaration shall be required; and

WHEREAS, the City Council conducted a public hearing as heretofore specified, noticed in accordance with all applicable state and local laws, and considered the environmental assessment No. 2007-0012, which resulted in an EIR (SCH#2007071008), the proposal and the staff report together with all public testimony of interested parties; and

WHEREAS, the City Council considered the scope of the Project, and the evidence, and determined that the proposed Tentative Parcel Map No. 2007-0012 will have a significant and unavoidable impact on the environment; and

WHEREAS, an EIR has been prepared by the City and the Mitigation Measures, as well as a program for reporting on and monitoring the Mitigation Measures have been made conditions of approval to mitigate or avoid significant environmental affects [CEQA Guidelines §15097]; and

WHEREAS, based on substantial evidence provided in the Final Environmental Impact Report ("FEIR") and the whole record before the City Council for Environmental Assessment No. 2007-0012 and public comments related to the Project, it has been determined that the Project will have significant or potentially significant environmental impacts identified in the FEIR, the City Council certifies the adequacy of and adopts the FEIR with the Statement of Overriding Consideration; and

WHEREAS, the City Council of the City of Selma determines that the following findings of fact for approving Tentative Parcel Map No. 2007-0012 with certain conditions Attachment B and as follows:

1. That the Tentative Parcel Map No. 2007-0012 is considered pursuant to Chapter 6 of Title 9 of the Selma Municipal Code.
2. That the applicant has complied with the provisions for filing a tentative parcel map pursuant to the provisions of the Selma Municipal Code.
3. That the Tentative Parcel Map complies with the content and form requirements of the Selma Municipal Code.
4. That the Tentative Parcel Map is consistent with the City of Selma 2035 General Plan.
5. That the designs and improvements of the Tentative Parcel Map are consistent with the City of Selma 2035 General Plan.
6. That the proposed site for the Project is physically suitable for the type of development proposed.
7. That the site is physically suitable for the proposed density of the Project.
8. That the design of the Project and/or proposed improvements will not cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitat.
9. That the design of the Project and/or the proposed improvements will not cause serious public health problems.
10. That the design of the Project and/or the proposed improvements will not conflict with the easements, acquired by the public at large, for access through or use of, property within the proposed subdivision or that there are alternative easements for said access or for use that will be provided that are substantially equivalent to the previously acquired easements.

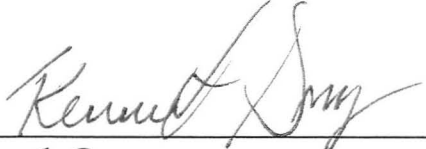
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Selma as follow:

1. That the above recitals are true and correct and are incorporated by this reference herein as though fully set forth at this point.
2. The above findings are supported by the record and presentation to the City Council.
3. That the City Council of the City of Selma approves Tentative Parcel Map Attachment A subject to the terms and conditions which are attached hereto and incorporated by this reference herein as Attachment B and subject to the Mitigation Measures and the Mitigation Measures and Monitoring Program Attachment C approved concurrently as part of the Project.
4. Staff is hereby authorized and directed to process and file an application(s) or other necessary action(s) with the Fresno County Local Agency Formation Commission or any other agency necessary for annexation and sphere change related to the Project described herein.

* * * * *

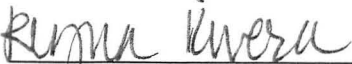
The foregoing Resolution was duly approved on the 19th day of August 2013, by the following vote, to wit:

AYES:	5	COUNCIL MEMBERS: Robertson, Derr, Avalos, Rodriguez, Grey
NOES:	0	COUNCIL MEMBERS: None
ABSTAIN:	0	COUNCIL MEMBERS: None
ABSENT:	0	COUNCIL MEMBERS: None



Kenneth Grey
Mayor

ATTEST:



Reyna Rivera
City Clerk

TENTATIVE PARCEL MAP NO. 2007-

IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA
SURVEYED AND PLATTED IN (6-26-07) BY PRECISION CIVIL ENGINEERING, INC.
CONSISTING OF TWO SHEETS
SHEET TWO OF TWO

SQUARE FOOTAGE LEGEND:

PHASE 1 PARCELS	AREA
A	171,827 SF
B	5,306,656 SF
C	44,016 SF
D	70,789 SF
E	61,626 SF
F	58,883 SF
G	28,471 SF
H	543,608 SF
I	42,425 SF
J	106,223 SF
K	344,140 SF
L	19,289 SF
M	21,796 SF
N	55,518 SF
O	55,678 SF
P	15,825 SF
Q	81,862 SF
R	47,815 SF
S	265,596 SF
T	285,474 SF
U	54,339 SF
V	71,080 SF
W	71,080 SF
X	70,691 SF
Y	144,679 SF
Z	128,711 SF
AA	56,571 SF
BB	71,710 SF

PHASE 2 PARCELS	AREA
CC	65,877 SF
DD	35,864 SF
EE	53,053 SF
FF	48,396 SF
GG	56,990 SF
HH	32,344 SF
II	23,462 SF
JJ	24,821 SF
KK	173,394 SF
LL	18,040 SF
MM	13,725 SF
NN	11,275 SF
OO	15,203 SF
PP	6,849 SF
QQ	52,811 SF
RR	36,413 SF
SS	82,032 SF
TT	47,651 SF
UU	32,651 SF
VV	277,957 SF
WW	487,044 SF
XX	205,387 SF
YY	105,713 SF
ZZ	62,301 SF
AAA	162,049 SF
BBB	305,277 SF
CCC	414,589 SF
DDD	252,875 SF
EEE	256,123 SF
FFF	591,125 SF
GGG	161,652 SF
HHH	106,718 SF
III	77,895 SF
JJJ	168,436 SF
KKK	184,675 SF
LLL	294,429 SF
MMM	148,075 SF
NNN	151,125 SF
OOO	138,806 SF
PPP	294,239 SF
QQQ	125,282 SF
RRR	126,676 SF

PHASE 3 PARCELS	AREA
SSS	632,902 SF
TTT	111,778 SF
UUU	164,872 SF
VVV	367,253 SF
WWW	176,480 SF
XXX	53,133 SF
YYY	78,220 SF
ZZZ	32,110 SF
AAA	85,589 SF
BBB	145,970 SF
CCC	211,785 SF
DDD	138,502 SF
EEE	146,723 SF
FFF	231,705 SF
GGG	163,846 SF
HHH	182,530 SF
III	17,675 SF

SITE INFORMATION (RECORD OWNERS BY APN)

383-180-46: FRESNO DIST. MISSIONARY CHURCH / SOCIETY OF METHODIST CHURCH 2425 N. THESIA ST. SELMA, CA 93662	383-180-52: FRESNO DIST. MISSIONARY CHURCH / SOCIETY OF METHODIST CHURCH 2425 N. THESIA ST. SELMA, CA 93662
383-180-63: KORASH ELMER W. / KORASH ROBERT KLUH 10482 E. MOUNTAIN VIEW AVE. SELMA, CA 93662	383-180-30: ABE GEORGE / ABE JEAN H 1515 W. TOWN ST. SELMA, CA 93662
383-180-275: BRATTON JAMES 55 SHAW RDOS CLOVIS, CA 93611	383-180-12: BRATTON JAMES 12914 S. DOCKERY AVE. SELMA, CA 93662
383-180-26: BRATTON INVESTMENTS LLC 875 W. ASHMAN AVE. SUITE 102 CLOVIS, CA 93612	383-180-46: 10846 E. MOUNTAIN VIEW AVE. SELMA, CA 93662
383-180-08: HEIDERMAN JANE C / CHRISTENSEN L PETER / ELEANOR 7551 N. SPYGLASS AVE. FRESNO, CA 93711	383-102-74: MULLIGAN JAMES I / MULLIGAN NORMA 11572 E. NEBRASKA AVE. SELMA, CA 93662
383-180-295: SELMA TRUST CENTER LLC 10864 E. MOUNTAIN VIEW AVE FRESNO, CA 93722	383-102-72: BRATTON INVESTMENTS LLC 55 SHAW AVE. SUITE 205 CLOVIS, CA 93612
383-180-40: PEREZ RUBEN GARCIA 10317 W. HAWAII FRESNO, CA 93722	383-102-20: HEIDERMAN JANE C / CHRISTENSEN L PETER / ELEANOR 7551 N. SPYGLASS AVE. FRESNO, CA 93711
383-180-49: PEREZ RUBEN GARCIA 10317 W. HAWAII FRESNO, CA 93722	383-102-65: WEST COAST CAP PARTNERS I LLC 1729 S. BRIDGEMAN AVE. SUITE 100 CAMPBELL, CA 95008
383-180-51: FRESNO DIST. MISSIONARY CHURCH / SOCIETY OF METHODIST CHURCH 2425 N. THESIA ST. SELMA, CA 93662	383-102-42: C B D COMPANY 13837 S. ZIMMER AVE. KINGSBURG, CA 93631
	383-240-37: BRATTON INVESTMENT LLC 55 SHAW AVE. SUITE 205 CLOVIS, CA 93612
	383-102-34: BRATTON INVESTMENTS LLC 875 W. ASHMAN AVE. SUITE 102 CLOVIS, CA 93612

DEVELOPER

CENTRAL CALIFORNIA DEVELOPMENT GROUP, LLC
1805 N. FRESNO ST., STE. 310
FRESNO, CA 93720

NOTES

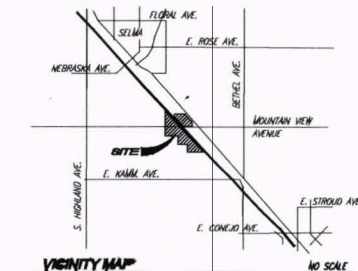
THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 16, T2S
RANGE 18N, PER PARCEL MAP NO. 4729 RECORDED IN
BOOK 30 OF PARCEL MAPS, PAGE 67 F.C.R.

LEGEND

1. AVERAGE SF / PARCEL: 185,572
AVERAGE ACRES / LOT: 4.260
2. LAND USE:
EXISTING: MIXED, AGRICULTURE, RURAL
RESIDENTIAL, AND COMMERCIAL
PROPOSED: MIXED

LEGEND

EXISTING PARCEL LINE
BOUNDARY LINE
PROPOSED PARCEL LINE



VICINITY MAP

PREPARED BY:
PRECISION
CIVIL ENGINEERING, INC.
653 W. FALLBROOK AVE., #101
FRESNO, CA 93710
PH: (559) 449-4500 FAX: (559) 449-4515
GAP: PREPARED: 04/16/10

ATTACHMENT "B"

Conditions of Approval Tentative Parcel Map No. 2007-0012

1. Tentative Parcel Map is approved subject to the conditions as developed. The conditions given herein are for the entire Project. The Developer and/or successor in interest shall provide all Conditions of Approval for this Tentative Parcel Map to all subsequent purchasers of individual lots if applicable and/or to subsequent purchasers of this entire Project.
2. Approval of this Project does not exempt the project from compliance with any/all applicable sections of the Zoning Ordinance, Engineering and Public Works Improvement Standards and other City Ordinances or the payment of any fees.
3. The conditions of approval set forth herein notwithstanding the Mitigation Measures set forth in the Final Environmental Impact Report the Mitigation Measures and Monitoring Program and attached to Resolution No. 2013-0013 as Attachment D are incorporated into these conditions of approval. All Mitigation Measures shall be complied with in the time frame set forth by those Mitigation Measures in accordance with Section 21080 of the California Public Resources Code and Section 15097 of Title 14, Chapter 3 of the California Code of Regulations (the "CEQA Guidelines").
4. The Tentative Parcel Map shall include a "Right to Farm" covenant statement acknowledged by separate recorded instrument to ensure that normal farming operations may continue on adjacent and nearby agricultural uses and properties.

Engineering Department:

5. The Developer or successor in interest shall submit to the City Engineer a set of construction plans on 24" x 36" sheets with City standard title block for all required improvements (the 'Improvement Plans'). The Improvement Plans shall be prepared by a California registered civil engineer, and shall include a site grading and drainage plan and an overall site utility plan showing locations and sizes of sewer, water, irrigation, and storm drain mains, laterals, manholes, meters, valves, hydrants, other facilities, such as medians and stamped concrete, etc. City of Selma plan check and inspection fees shall be paid with the first submittal of said Improvement Plans. All Improvement Plans shall be approved by the City and all other involved agencies prior to the release of any development permits.

6. The Developer or successor in interest shall comply with, and be responsible for obtaining encroachment permits from the County of Fresno, City of Selma and California Department of Transportation for all work performed within the City's right-of-way. The Developer or successor in interest shall provide a dedicated utility easement along all frontages of lots as approved by the City Engineer and the public utilities companies.
7. The Developer or successor in interest shall pay-fair share improvements cost as determined by the City Engineer for the following intersections:
 - Whitson & Saginaw Avenues
 - Whitson & Nebraska Avenues
 - Whitson & McCall Avenues
8. The Developer or successor in interest shall comply with the requirements of the Pacific Gas and Electric Company (PG&E).
9. The Developer or successor in interest shall utilize screening techniques recommended pursuant to PG&E design descriptions or additional architectural features as determined by the Community Development Department and approved by the City Engineer.
10. The Developer or successor in interest is responsible to amend, connect to and pay all the necessary fees for implementation of the City of Selma Storm Drain Master Plan, including conveyance pipeline and stormwater detention basins.
11. The Developer or successor in interest shall provide a copy of their Storm Water Pollution Prevention Plan for review by the City Engineer and Public Works Director.
12. The Developer or successor in interest shall install all major street monumentation and section corner monumentation within the limits of the project work in accordance with City Standards prior to final acceptance of the project. Monumentation at the street center line intersections shall conform to City Standards Drawing No. 0-21. Any existing section corner or property corner monuments damaged by this development shall be reset to the satisfaction of the City Engineer. A licensed land surveyor or civil engineer licensed to perform land surveying shall certify the placement of all required monumentation prior to final acceptance. Within five days after the final setting of all monuments has been completed the civil engineer or surveyor shall give written notice to the City Engineer that the final monuments have been set. Upon payment to the civil engineer or surveyor for setting the final monuments, the applicant shall present to the City Engineer evidence of the payment and receipt thereof by the civil engineer or surveyor. Monuments shall be set as required by City Standards and shall be shown on the Final Map.

13. After all improvements have been constructed and accepted by the City, the Developer or successor in interest shall submit to the City Engineer, one blue line copy of the approved set of construction plans revised to reflect all field revisions and marked "AS-BUILT" for review and approval.
14. Upon approval of the "AS-BUILTS" by the City, the Developer or successor in interest shall provide (1) reproducible and (1) copy of the "AS-BUILTS" to the City, and one (1) copy on diskette, CD or similar digital storage media in pdf or tif format.
15. The Developer or successor in interest shall provide the City with original improvement plans and Auto CAD files of the Final Map, improvement plans, and all drawings prepared on Auto CAD.

Building Division

16. The Developer or successor in interest shall provide all necessary construction and building plans for review and approval by the Building Official. All required building permits and inspections shall be obtained prior to the issuance of a Certificate of Occupancy and commencement of operations.
17. Existing buildings, currently on site, shall be demolished in accordance with procedures for demolition administered by the Building Division of the Selma Community Development Department. Permits required by other agencies, such as the San Joaquin Valley Unified Air Pollution Control District, shall be secured.
18. The Developer or successor in interest shall comply with the most currently adopted version of all California Uniform Codes and regulations as required.

Fire Department

19. A water source capable of supplying the required fire flow, either temporary or permanent, shall be made available as soon as combustible material accumulates at the site.
20. Fire hydrants and water supply systems of California Water Company shall be provided in accordance with the specifications of and at locations designated by the Selma Fire Chief. All fire hydrants and mains are to meet City standards, specifications and be capable of flowing a minimum of 1,250 gpm at 20 psi.
21. The Developer or successor in interest shall comply with all applicable requirements of the most recent Uniform Fire Codes and local fire ordinances.

Selma Unified School District

22. The Developer or successor in interest must contact Selma Unified School District and pay all applicable fees at the time of building permit issuance.

Selma-Kingsburg-Fowler County Sanitation District (S-K-F)

23. The Developer or successor in interest shall connect to S-K-F and comply with all applicable regulations, requirements, standards and specifications of the District.
24. The Developer or successor in interest is responsible for arranging a pre-design meeting with District staff and the City of Selma in order to review the sewer improvements required to serve this project's needs.

California Water Service Company (Cal Water)

25. The Developer or successor in interest shall connect to Cal Water and comply with all regulations, standards and specifications of Cal Water.
26. The Developer or successor in interest shall submit improvement plans to Cal Water stamped with the appropriate fire flow requirements of the Selma Fire Department. Once improvement plans are received, Cal Water will design the water system to meet the required fire flows needs.
27. California Water Service Company will extend its mains to serve this development in accordance with the main extension rules of the Public Utilities Commission of the State of California. If and when the Developer or the successor in interest has entered into an agreement with the Company and has deposited the estimated cost of making the extension, Cal Water will install the necessary water mains and serve the project with water at the rates and in accordance with the rules and regulations of the Commission.

San Joaquin Valley Unified Air Pollution Control District (SJVAPCD)

28. The Developer or successor in interest shall refer to the SJVAPCD suggested rules and mitigation measures to reduce pollutants.

Consolidated Irrigation District (CID)

29. The Developer or successor in interest shall not interfere with the function, operation and maintenance of the structures under the jurisdiction of the Consolidated Irrigation District.
30. The Developer or successor in interest shall replace, relocate, or refit existing irrigation facilities impacted by the development to mitigate the increased risks of damage to those facilities and liability to CID and the City.

Consolidated Mosquito Abatement District

31. The Developer or successor in interest shall comply with all applicable improvements and upgrades as per the rules and regulations of the Consolidated Mosquito Abatement District.

County of Fresno Human Health System - Environmental Health

32. All existing agricultural wells and irrigation systems must be safely and properly destroyed. The Developer or successor in interest shall obtain approval from the County of Fresno prior to the removal of any wells and irrigation systems. Well-head installations and abandonments shall be performed exclusively by licensed C-57 Specialty Contractors pursuant to the California State Contractor's Licensing Law.
33. All construction equipment must be maintained according to the manufacturers' specifications, and noise generating construction equipment must be equipped with mufflers. Noise-generating construction activities shall be limited to daytime hours.
34. Should any underground storage tank(s) be found on the premises, the Developer or successor in interest shall apply for and secure an Underground Storage Tank Removal Permit from the Fresno County Department of Community Health, Environmental Health System (559) 445-3271.

California Regional Water Quality Control Board

35. The Developer or successor in interest is required to comply with the State of California Water Resource Control Board requirements specifically related to the National Pollutant Discharge Elimination System permit process.

36. The Developer or successor interest shall contact the Regional Water Quality Board and comply with all requirements prior to the release of any development permits.

Pacific Gas and Electric Company (PG&E)

37. The Developer or successor in interest shall coordinate with PG&E in the development of their project plans. Any proposed development plans shall provide for unrestricted utility access and prevent easement encroachments that might impair the safe and reliable maintenance and operation of PG&E's facilities.

California Department of Transportation (Caltrans)

38. The Developer or successor in interest shall coordinate with Caltrans to implement the transportation mitigation measures as set forth in the Final EIR and the Mitigation Measures and Monitoring Program as adopted by the City Council.

CITY ATTORNEY - Defense and Indemnification Provisions:

39. The subdivider/applicant shall indemnify, defend and hold harmless the City and its City Council, boards, commissions, officers, officials, employees and agents from any and all loss, liability, cost and damages (whether in contract, statute, tort, or strict liability including, without limitation, that at any time, personal injury or property damage), and from any and all actions including but not limited to any action under the California Environmental Quality Act (CEQA) and any claims in law or equity (including attorney's fees, court costs, experts and legal expenses), arising directly or indirectly out of or in any way connected with the Project or any act, error or omission at any time of the subdivider/applicant, its contractor(s), subcontractor(s) or any of their respective employees, agents, or representatives including, without limitation, to work in or upon the streets or other rights of way within or adjacent to the premises of the Project or the design, construction, operation or maintenance of any improvements set forth in or related to the Project.

Further, in the event that any action is brought against the City, including, but not limited to, actions brought under or pursuant to CEQA, subdivider/applicant shall either defend the City at subdivider/applicant's sole expense or shall reimburse the City for any and all costs of such action as those costs are incurred or by the terms of an agreement for the reimbursement of such costs to the City between City and subdivider/applicant entered into for the purpose of providing reimbursement to the City of such defense by the City Attorney.

The foregoing paragraphs shall apply to the greatest extent allowed by law, but not applied to and the subdivider/applicant shall not be responsible for any loss, liability, cost, damages, suits, or claims caused solely by the active negligence or willful misconduct of the City, its officials, officers, or employees acting within the scope of their authority.

40. Whenever any security is required by the Selma Municipal Code or any other statute, law, or regulation in connection with the performance of any act or agreement related to or required by the Project, the subdivider/applicant shall provide security in the form required by §66499, et seq., of the California Government Code.

ATTACHMENT "E"
RESOLUTION 2013-44R
CERTIFYING THE ENVIRONMENTAL IMPACT
REPORT
(SCH NO. 2007071008)

RESOLUTION NO. 2013 – 44R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA
CERTIFYING THE ENVIRONMENTAL IMPACT REPORT
(SCH NO. 2007071008) FOR SUBMITTAL NO. 2007-012 THE
SELMA CROSSINGS COMMERCIAL PROJECT AND ADOPTING
A STATEMENT OF OVERRIDING CONSIDERATIONS**

WHEREAS, on August 5, 2013, at a regular meeting, the Selma City Council considered and conducted a public hearing related to entitlements for the proposed Selma Crossings Project (the "Project") filed under Submittal No. 2007-0012 related to the proposed construction of a retail, commercial, and mixed use project in three phases; Phase I includes approximately 800,080 square feet of commercial retail uses on approximately 75 acres of land north of Mountain View Avenue to Saginaw Avenue between State Route 99 and Golden State Boulevard; Phase II the south area includes approximately 1.4 million square feet of commercial retail, automall, office and mixed commercial uses on approximately 124 acres located south of Mountain View Avenue between Dockery Avenue and State Route 99; and Phase III, the northwest area, includes approximately 1.1 million square feet of commercial retail, residential, and office uses on approximately 66 acres located north of Mountain View to State Route 99 as depicted on the tentative parcel map as attached hereto and incorporated by this reference herein as Exhibit 1; and

WHEREAS, a Final Environmental Impact Report ("FEIR"), attached hereto and incorporated by this reference herein as Exhibit 2 was completed for the Project. All notices related thereto were prepared in compliance with the California Environmental Quality Act (CEQA) (§21000 et seq of the Public Resources Code) and the State CEQA Guidelines (§15000 et seq of the California Code of Regulations); and

WHEREAS, the FEIR was presented to the City of Selma Planning Commission at a public hearing on June 24, 2013, and a resolution of the Planning Commission recommending that the City Council certify the FEIR has been delivered to and considered by the City Council; and

WHEREAS, the Final Environmental Impact Report for the Project identified significant or potentially significant environmental impacts described more fully in Exhibit 3 attached hereto and incorporated by this reference herein and with respect to such impacts, the FEIR identifies measures that mitigate or avoid the significant environmental effects identified by requiring or incorporating into the Project specified changes or alterations in the Project to mitigate or avoid said environmental impacts identified as significant or potentially significant but which can be mitigated (as described in Exhibit 3) and a Mitigation Measures and Monitoring Program ("MMMP") which is attached hereto and incorporated by this reference herein as Exhibit 4 has been prepared for the Project in accordance with §21081.6 of the Public Resources Code; and

WHEREAS, the FEIR also identified unavoidable significant adverse impacts for which there are no feasible alternatives and/or no feasible mitigation measures that will substantially lessen or void such impacts, all of which are further described in Exhibit 5 titled Environmental Impacts Identified as Significant and Unavoidable attached hereto and incorporated by this reference; and

WHEREAS, the City Council considered the FEIR, prepared for and presented to the City Council concerning the Project and discussed the potential environmental impacts, mitigation measures, MMMP and a proposed statement of overriding considerations, incorporated into this resolution for those adverse environmental impacts identified in the FEIR as being unavoidable, significant adverse environmental impacts (Exhibit 5); and

WHEREAS, §21081 of the Public Resources Code requires the City to balance the benefits of the Project against its unavoidable environmental impacts in determining whether to approve the Project.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF SELMA as follows:

1. That each of the foregoing recitals is true and correct and incorporated herein by this reference as fully set forth at this point.
2. That the City Council of the City of Selma as the lead agency of the Project, certifies that the FEIR (Exhibit 2) for the Project;
 - (a) was presented to the City Council and that the City Council reviewed and considered the information contained in the FEIR prior to making any determination regarding approval of the Project; and
 - (b) was completed in compliance with the California Environmental Quality Act; and
 - (c) the FEIR reflects the City Council's independent judgment and analysis based on substantial evidence and the whole record regarding the environmental issues related to the Project.
3. That the FEIR and other materials that constitute the record of proceedings on which the findings and determinations of the City of Selma concerning certification of the FEIR and approval of the entitlement(s) for the Project are located at 1710 Tucker Street, California. The Custodial of the Record is the City Clerk of the City of Selma.
4. The City Council finds that the FEIR incorporates and contains certain additions, deletions, modifications, clarifications, and/or other changes since the completion of the Draft Environmental Impact Report and that said additions, deletions, clarifications, modifications and/or other changes do not result in any new significant

information added to the FEIR, new significant environmental impact resulting from the Project or any new mitigation measure proposed to be implemented, a substantial increase in the severity of an environmental impact, a feasible project alternative or mitigation measure considerably different from those previously analyzed which would clearly alter the environmental impacts of the Project or otherwise require recirculation of the Project EIR; and

BE IT FURTHER RESOLVED that the City Council of the City of Selma adopts the following statement of overriding considerations for Project impacts identified as significant and unavoidable in the FEIR and more fully described in Exhibit 5 and hereby finds and determines that specific economic, legal, social, technological and/or other considerations related to the Project, as set forth below and in Exhibit 5 make additional mitigation measures and project alternatives infeasible and make the unavoidable adverse environmental effects identified in the FEIR and Exhibit 5 nevertheless acceptable. The statement of overriding considerations as set forth herein and in Exhibit 5 state the reasons warranting rejection of project alternatives set forth in the FEIR, including the "no project" alternative and justifies finding that the adverse environmental effects of the Project which cannot otherwise be avoided or substantially lessened are acceptable. The City Council further finds and determines that, based on the statements, evidence, and other information herein and on substantial evidence and the entire record before the City Council, and having balanced the adverse environmental effects which cannot otherwise be avoided or substantially lessened against each of the benefits identified below, that each such benefit either in combination with one another, or in and of themselves, is sufficient to make a determination that such unavoidable and unmitigable adverse environmental effects are acceptable:

- (1) Agricultural Resources. Regarding agricultural impacts, addressed in Section 4, specifically Section 4.2 of the Draft EIR and FEIR, the City Council and the City's General Plan 2035 recognize that the population of the City of Selma has and will continue to grow and that there is and will be a need to provide adequate commercial land to serve the needs of the existing and future populations. The City of Selma is, essentially, surrounded by agricultural land and any growth will result in the conversion of important or prime farmland to non-agricultural use. The need to adequately house and provide services to a growing population outweigh the preservation of this agricultural land. The Project will contribute to economic growth in the City of Selma, provide new job opportunities for residents of the City of Selma, provide new retail opportunities for the City of Selma, promote tourism by developing lodging and recreational uses that would cater to travelers on the State Route 99 corridor and substantially increase the assessed value of property to be converted over the agricultural state of land and has the potential to increase revenues to all levels of local government in addition to other benefits of the Project described herein. The increase in sales tax from all businesses located on the Project site will add to the fiscal resources of the

City, enhancing its ability to maintain an adequate level of services to all residents of the community.


- (2) Air Quality. With regard to air quality impacts, the City of Selma has adopted project specific Mitigation Measures consistent with its General Plan 2035 and as recommended by the San Joaquin Valley Air Pollution Control District to reduce air quality impacts from the Project including impacts generated from construction and operation of the Project. While the City of Selma may require urban designs that promote the use of bicycles, pedestrian and public transit, these local policies have little effect on the major causes of air pollution whose conditions are controlled by the state and federal government. Motor vehicles are among the leading causes of air pollution in the valley. The valley's geographic location in comparison to other regions also adds to the increased air pollution. Exemptions for certain kinds of activities, including agricultural activities, also add to diminished air quality. The California Air Resources Control Board and the San Joaquin Valley Air Pollution Control District have the ability to promulgate regulations that affect Selma and other cities in California that may lead to major improvements in air quality. The City of Selma does not have the authority to make additional substantial reductions in motor vehicle or other causes of pollution affecting the City. The jurisdiction to do so rests with other/different agency(ies). Therefore, implementing the mitigation measures described herein will not fully mitigate the environmental effects related to air quality. The City Council of the City of Selma finds that the need to adequately house and provide services to a growing population and the benefits of the project described herein outweigh the impacts of the Project related to air quality.
- (3) Transportation. With regard to transportation impacts identified in Section 4, specifically Section 4.11 of the Draft EIR and FEIR, including transportation impacts to traffic conditions for each phase of the proposed Project, the proposed Mitigation Measures will not fully mitigate the environmental effects of the Project related to transportation. The City Council of the City of Selma finds that the need to adequately house and provide services to a growing population and the benefits of the project described herein outweigh the impacts of the Project related to transportation. The Project will provide a substantial increase in services provided, revenues to all levels of local government, sales tax, and promote tourism and provide services to travelers along State Route 99, in addition to the other benefits of the project described herein.
- (4) Benefits. The proposed Project, which consists of the phase development of approximately 3.45 million square feet of commercial retail, office, commercial and residential uses would create an estimated 6,809 new jobs, contribute to economic growth in the City of Selma and surrounding area,

provide office space to attract professional employment opportunities, and promote tourism by developing visitor-serving lodging, services and recreational uses that would cater to travelers on the State Route 99 corridor. Further, the Project will implement the goals of the City of Selma's General Plan 2035 of developing additional employment opportunities and diversification of the local economy, development of Selma as a regional retail hub for Fresno County, diversifying the variety of housing types to meet the needs of all of Selma's residents, to promote retail growth, to develop adequate fiscal resources to meet the needs of the community, and to continue to provide high-quality City services that are responsive to the needs of Selma residents. These benefits are in addition to any and all other benefits of or related to the project as described herein or in the entire record.

* * * * *

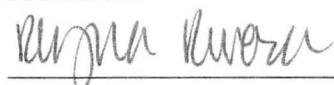
The foregoing Resolution was duly approved by the Selma City Council at a regular meeting held on the 19th day of August 2013, by the following vote, to wit:

AYES:	5	COUNCIL MEMBERS:	Rodriguez, Avalos, Derr, Robertson, Grey
NOES:	0	COUNCIL MEMBERS:	None
ABSTAIN:	0	COUNCIL MEMBERS:	None
ABSENT:	0	COUNCIL MEMBERS:	None



Kenneth Grey
Mayor of the City of Selma

ATTEST:



Reyna Rivera
City Clerk

TENTATIVE PARCEL MAP NO. 2007-

IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA
SURVEYED AND PLATTED IN (6-26-07) BY PRECISION CIVIL ENGINEERING, INC.

CONSISTING OF TWO SHEETS
SHEET TWO OF TWO

SQUARE FOOTAGE LEGEND:

PHASE 1 PARCELS	AREA
A	172,837 SF
B	330,856 SF
C	44,016 SF
D	70,789 SF
E	61,676 SF
F	58,663 SF
G	28,471 SF
H	54,266 SF
I	48,425 SF
J	108,282 SF
K	344,140 SF
L	19,799 SF
M	61,796 SF
N	35,518 SF
O	55,618 SF
P	15,925 SF
Q	61,832 SF
R	47,615 SF
S	285,596 SF
T	285,424 SF
U	54,029 SF
V	71,080 SF
W	71,080 SF
X	70,581 SF
Y	14,678 SF
Z	176,711 SF
AA	48,521 SF
BB	21,710 SF

PHASE 2 PARCELS	AREA
CC	63,877 SF
DD	30,864 SF
EE	93,031 SF
FF	40,396 SF
GG	56,920 SF
HH	32,344 SF
II	21,462 SF
JJ	24,871 SF
KK	173,394 SF
LL	18,040 SF
MM	12,735 SF
NN	11,275 SF
OO	15,203 SF
PP	61,639 SF
QQ	57,911 SF
RR	36,413 SF
SS	64,832 SF
TT	47,651 SF
UU	32,651 SF
VV	277,557 SF
WW	487,044 SF
XX	205,387 SF
YY	103,713 SF
ZZ	62,301 SF
AAA	169,049 SF
BBB	305,277 SF
CCC	414,389 SF
DDD	252,575 SF
EEE	256,123 SF
FFF	591,135 SF
GGG	163,652 SF
HHH	106,716 SF
III	77,285 SF
JJJ	166,136 SF
KKK	164,623 SF
LLL	204,422 SF
MMM	148,025 SF
NNN	153,125 SF
OOO	138,856 SF
PPP	294,239 SF
QQQ	125,252 SF
RRR	126,876 SF

SITE INFORMATION (RECORD OWNERS BY APN)

393-180-44 FRESNO DIST. MESSIAH CHURCH 1550 S. MCALL AVE SELMA, CA 93662	393-180-51 FRESNO DIST. MESSIAH CHURCH / SOCIETY OF METHODIST CHURCH 2425 N. THISTLE ST FRESNO, CA 93703	393-180-30 AGE GEORGE / AGE JENNY 1515 N. 17TH ST SELMA, CA 93662	393-180-12 12914 S. DOCKERY AVE SELMA, CA 93662	393-180-46 10241 E. MOUNTAIN VIEW AVE SELMA, CA 93662	393-180-24 MOLIGAN AVE. / MOUNTAIN VIEW 15327 E. MOUNTAIN VIEW SELMA, CA 93662	393-180-12 BRATTON INVESTMENTS LLC 875 W. KORNAN AVE. SUITE 100 CLOVIS, CA 93612	393-180-20 MOLIGAN AVE. / MOUNTAIN VIEW 15327 E. MOUNTAIN VIEW SELMA, CA 93662	393-180-48 PEREZ RUBEN GARCIA FULL N. HUNTO FRESNO, CA 93722	393-180-51 FRESNO DIST. MESSIAH CHURCH / SOCIETY OF METHODIST CHURCH 2425 N. THISTLE ST FRESNO, CA 93703	393-180-42 C H U COMMUNITY 15327 E. MOUNTAIN VIEW SELMA, CA 93662	393-180-27 BRATTON INVESTMENTS LLC 875 W. KORNAN AVE. SUITE 100 CLOVIS, CA 93612	393-180-34 BRATTON INVESTMENTS LLC 875 W. KORNAN AVE. SUITE 100 CLOVIS, CA 93612
---	--	--	---	---	---	---	---	---	--	--	---	---

DEVELOPER

CSHAW, CALIFORNIA DEVELOPMENT GROUP, LLC
6363 N. FRESNO ST., ST. 310
FRESNO, CA 93722

BASIS OF BEARINGS:

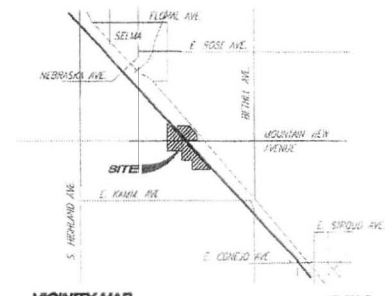
THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 8, 16/22
RANGE 14 N. BESSIE ST. N. PER PARCEL MAP NO. 4729 RECORDED IN
BOOK 30 OF PARCEL MAPS, PAGE 67.1.C.B.

NOTES:

- AVERAGE SF / PARCEL: 185,572
AVERAGE ACRES / LOT: 4.265
- LAND USE:
EXISTING: MIXED, AGRICULTURE, RURAL
RESIDENTIAL, AND COMMERCIAL
PROPOSED: MIXED

LEGEND:

EXISTING PARTY LINE	---
PROPOSED PARTY LINE	---
PROPOSED PARCEL LINE	---



VICINITY MAP

NO SCALE

PREPARED BY:

PRECISION
CIVIL ENGINEERING, INC.
153 N. FALSBROOK AVE., #101
FRESNO, CA 93703
PH: 559.444.4400 FAX: 559.444.4515
DRL: 04/10/10

Resolution Tentative Parcel Map

Attachment C

Selma Crossing

Mitigation Monitoring Program

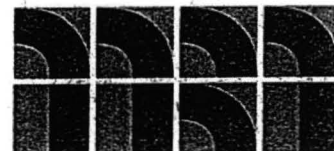
(Separate Document)

Final Environmental Impact Report Selma Crossings Project

State Clearinghouse No. 2007071008



City of Selma • April 17, 2013



Michael Brandman Associates
1234 O Street
Fresno, CA 93721

ATTACHMENT "F"
RESOLUTION 1126
RESOLUTION PROTESTING ANNEXATION

RESOLUTION NO. 1126

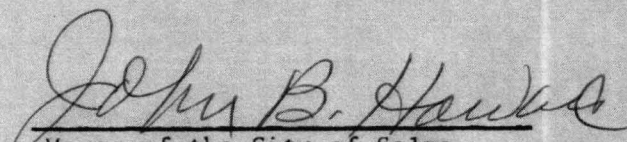
BEFORE THE CITY COUNCIL OF THE CITY OF SELMA
COUNTY OF FRESNO, STATE OF CALIFORNIA

RESOLUTION PROTESTING EXECUTION OF CONTRACT
FOR INCLUDING IN AGRICULTURAL PRESERVE PARCEL
OF LAND WITHIN ONE MILE OF THE CITY OF SELMA

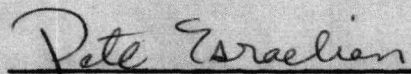
WHEREAS, the County of Fresno Board of Supervisors has given notice to the City of Selma of its intent to execute contractual and easement limits on land use, adding certain property to the Fowler-Selma-Kingsburg Agricultural Preserve No. 27, P. R. O. C. No. 13 and designated on map sheet 16/22 as No. 4369, and said notice being given in accordance with Section 51243.5 of the Government Code of the State of California, and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Selma that the City of Selma protest the execution of such a contract which includes land within one mile of the exterior boundaries of the City of Selma, and the City of Selma does hereby give notice that it reserves unto the City of Selma the option provided in subdivision "b" of Section 51243 of the Government Code of not succeeding to the contract entered into by the County of Fresno upon annexation of said land to the City.

I hereby approve the foregoing Resolution this 16th day of February, 1971.


Mayor of the City of Selma

ATTEST:

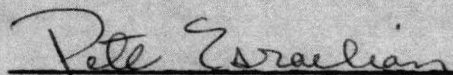

City Clerk of the City of Selma

I, PETE ESRAELIAN, City Clerk of 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 the motion of Councilman Chaffin, and seconded by Councilman Lorenz, on the 16th day of February, 1971, by the following vote, to wit:

AYES, COUNCILMEN: Chaffin, Howard, Lorenz, Medina, Piestrup

NAYS, COUNCILMEN: None

ABSENT, COUNCILMEN: None


City Clerk of the City of Selma

File

123

BEFORE THE BOARD OF SUPERVISORS

OF THE COUNTY OF FRESNO

STATE OF CALIFORNIA

In the Matter of }
Land Conservation }
Contracts }

RESOLUTION AUTHORIZING CHAIRMAN
TO EXECUTE CONTRACTS WITH CITY
PROTESTING THE EXECUTION OF THE
CONTRACT

WHEREAS, the Board of Supervisors of Fresno County
has established certain agricultural preserves within the
County, and

WHEREAS, the Board has approved the form and content
of Land Conservation Contracts to be offered to owners of land
within established agricultural preserves, and

WHEREAS, the Cities of Kerman, Sanger, Fowler,
Fresno, Coalinga, Firebaugh and Selma have filed an adopted
resolution, attached hereto, protesting execution of a Land
Conservation Contract on that land within one mile of the
exterior boundaries of their cities, and

WHEREAS, it is the purpose in filing such resolution
to give the cities the option of not succeeding to the Land
Conservation Contract when land described within these contracts
is annexed to the City.

NOW, THEREFORE, BE IT RESOLVED that the Chairman of
the Board is hereby authorized to execute "contracts" on behalf
of the County with the owners of land listed in Exhibit "A"
attached hereto included within established agricultural
preserves.

BE IT FURTHER RESOLVED that the Clerk of the Board
of Supervisors is hereby directed to cause these contracts and
the resolutions of each City to be recorded by the County
Recorder.

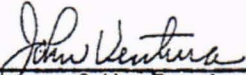
Tuesday, February 23rd, 1971

1 This resolution adopted by the Board of Supervisors
2 of the County of Fresno at its regular meeting held on the
3 23rd day of February, 1971, by the following vote, to-wit:

4 AYES: Supervisors Craven, Cassidy, Ventura

5 NOES: Supervisors Reich and Krebs

6 ABSENT: None
7

8 
9 Chairman of the Board of Supervisors
of Fresno County, California

10 ATTEST:

John Ventura

11 J. L. BROWN, County Clerk
12 and Ex-Officio Clerk of the
13 Board of Supervisors

14 By 

Deputy

15 Carl H. Melom
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EXHIBIT "A"

Owners

2439	Joseph Haig Boyd Florence Elma Boyd
2485	Peter E. Herman Martha Herman
2503	Zara Gazarian Ralph Leon Gazarian
2551	Joe C. Yoshimura Ann S. Yoshimura
2664	N. F. Zingarelli Angelina J. Zingarelli
2755	Felice Radavero Margaret M. Radavero
2785	John N. Koretoff Anna Koretoff
2824	Elmer H. Hansen Bernadine Hansen
2872	Edward E. Jarmain Marie E. Jarmain
2910	Clifford J. Lidfors Irene A. Lidfors
2980	Gene V. Petrucelli Josephine M. Petrucelli
2981	Gene V. Petrucelli Josephine M. Petrucelli
3011	Ernest A. Bedrosian Krikor Y. Bedrosian James Kenneth Bedrosian
3012	Elizabeth Bedrosian
3047	Martin Srabian Morris Srabian Beverly Srabian Janet Srabian Donnie C. Srabian
3048	Elsie Srabian
3066	Chris J. Hansen

3067	Milton L. Hansen Vesta Hansen
3108	Joseph Blehm Mary Blehm
3131	Anthony B. Cardoso Mary D. Cardoso
3132	Lottie Couto
3145	William Podsakoff Pauline Podsakoff
3197	Haruo Yoshimoto Shizuko Yoshimoto
3220	Standard Oil Company of Calif.
3234	Standard Oil Company of Calif.
3235	Frank Merlo Caroline Merlo
3257	John C. Oberti Lillian M. Oberti
3327	Louie P. Bettinsoli Irene E. Bettinsoli
3337	Jennie Lorenzetti Elmer Mario Lorenzetti Frank Lorenzetti Angelina Payne
3437	Teraoka Farms, Inc.
3450	Pete Nakayama Florence Nakayama
3452	Pete Nakayama Florence Nakayama
3496	Masami Arita Barbara Ann Arita
3552	James J. Brager Antoinette M. Brager
3553	Mary Louise Brager Eda Coito Arthur Brager James Brager, Jr.

3562	Sarkis Mooradian Altoon Mooradian Moorad Mooradian Varsanig Mooradian
3564	Elizabeth Bedrosian James K. Bedrosian Ernest A. Bedrosian Krikor Y. Bedrosian
3565	Elizabeth Bedrosian Ernest A. Bedrosian Krikor Y. Bedrosian James Kenneth Bedrosian
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4105	Aya Kondo
4106	Theodore Samuel Dix Colleen Dix
4117	Ralph J. Petery
4191	Ralph Kazarian
4192	Ralph A. Kazarian Isabel Kazarian
4315	Heirs and Devisees of John A. Gentry
4328	H. Asakawa
4346	Ruth Hamp
4347	Frank J. Freitas Angelina R. Freitas
4352	John Chernekoff Mary Chernekoff
4354	Harold Daggs Mary Daggs Ronald H. Daggs

4369

Malcolm M. Hoegh

4370

Thomas G. Badertscher
M. Racine Badertscher

15108

BOOK 5868 PAGE 276

Being Requested by
County Board of Supervisors

When recorded, return to the
Fresno County Planning Dept.
4499 E. Kings Canyon Road
Fresno, California 93702

RECORDED IN OFFICIAL RECORDS OF FRESNO COUNTY, CALIFORNIA AT _____ MIN. PAST _____ A.M.
FEB 25 1971
J. L. BROWN, County Recorder FEE

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SHORT FORM LAND CONSERVATION CONTRACT

Incorporating Board of Supervisors Resolution by reference.

THIS LAND CONSERVATION CONTRACT, MADE AND EXECUTED THIS 26th day of January, 1971.

by and between Malcolm M. Roegh

hereinafter referred to as 'Owner' and the COUNTY OF FRESNO, a political subdivision of the State of California, hereinafter referred to as 'County,'

WITNESSETH:

WHEREAS, Owner possesses certain real property situate in the County of Fresno, State of California, hereinafter referred to as 'the Subject Property,' and more particularly described in Exhibit 'A' attached hereto and by this reference incorporated herein; and

WHEREAS, the Subject Property is now devoted to agricultural uses and uses compatible thereto; and

WHEREAS, the Subject Property is located in an 'agricultural preserve' heretofore established by the _____, and designated as the Fowler-Selma-Kingsburg #27

NOW, THEREFORE, both Owner and County, in consideration of the mutual promises, covenants and conditions to which reference is made herein and the substantial public benefits to be derived therefrom, do hereby agree as follows:

FIRST: The Subject Property shall be subject to all restrictions and conditions adopted by resolution by the Board of Supervisors of Fresno County, California on December 1, 1970 and recorded December 4, 1970 as Instrument Number 84793, Book 5841, Pages 570 through 577 of the Official Records of Fresno County, California, and IT IS MUTUALLY AGREED THAT the conditions and restrictions set forth in said resolution are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length and that Owner will observe and perform said provisions.

SECOND: The minimum acreage for new parcels described in Paragraph Seven of the Board of Supervisors' Resolution shall be 20 acres.

THIRD: This Contract shall be effective as of the first day of March, 1971.

IN WITNESS WHEREOF, the Owner and County have executed this Contract the day and year first above written.

COUNTY OF FRESNO

By John Ventresca
Chairman of the Board of Supervisors

ATTEST:

J. L. Brown, County Clerk and Ex Officio
Clerk of the Board of Supervisors

By

Carol A. Brown
Deputy

OWNERS

x Malcolm M. Roegh

STATE OF California)
COUNTY OF FRESNO) ss.

On this 8 day of Feb, in the year 19 71, before me, the undersigned, a Notary Public in and for the State of CALIFORNIA with principal office in the County of FRESNO duly commissioned and sworn, personally appeared Malcolm M. Hoegh, known to me to be the person described in, whose name subscribed to and who executed the within instrument, and acknowledged that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

Loren E. Capps
Notary Public in and for the
State of _____



STATE OF CALIFORNIA)
COUNTY OF FRESNO) ss:

EXHIBIT "A"

PARCEL 1: That portion of the Northeast Quarter of the Southwest Quarter of Section 8, Township 16 South, Range 22 East, M.D.B. & M., in the County of Fresno, State of California, according to the official Plat of the survey of said land on file in the Bureau of Land Management, lying Southwesterly of a line described as: Beginning on the East line of the Southwest Quarter of said Section, 1030.6 feet South of the Northeast corner thereof; thence North 43°21' West to the North line of the Southwest Quarter of said Section 8, Township 16 South, Range 22 East, M.D.B. & M.

PARCEL 2: That portion of the Southeast Quarter of the Northwest Quarter of Section 8, Township 16 South, Range 22 East, M.D.B. & M., in the County of Fresno, State of California, according to the Official Plat of the Survey of said land on file in the Bureau of Land Management, lying Southwesterly of a line described as: Beginning on the East line of the Southwest Quarter of said Section 1030.6 feet South of the Northeast corner of said Southwest Quarter; thence North 43°21' West to the West line of the Southeast Quarter of the Northwest Quarter of said Section 8, Township 16 South, Range 22 East, M.D.B. & M.

A.P.N. 393-180-14

EXHIBIT

ATTACHMENT "G"
RESOLUTION PROTESTING
WILLIAMSON ACT EXECUTION

File

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF FRESNO
STATE OF CALIFORNIA

In the Matter of)	RESOLUTION AUTHORIZING CHAIRMAN
Land Conservation)	TO EXECUTE CONTRACTS WITH CITY
Contracts)	PROTESTING THE EXECUTION OF THE
	CONTRACT

WHEREAS, the Board of Supervisors of Fresno County has established certain agricultural preserves within the County, and

WHEREAS, the Board has approved the form and content of Land Conservation Contracts to be offered to owners of land within established agricultural preserves, and

WHEREAS, the Cities of Kerman, Sanger, Fowler, Fresno, Coalinga, Firebaugh and Selma have filed an adopted resolution, attached hereto, protesting execution of a Land Conservation Contract on that land within one mile of the exterior boundaries of their cities, and

WHEREAS, it is the purpose in filing such resolution to give the cities the option of not succeeding to the Land Conservation Contract when land described within these contracts is annexed to the City.

NOW, THEREFORE, BE IT RESOLVED that the Chairman of the Board is hereby authorized to execute "contracts" on behalf of the County with the owners of land listed in Exhibit "A" attached hereto included within established agricultural preserves.

BE IT FURTHER RESOLVED that the Clerk of the Board of Supervisors is hereby directed to cause these contracts and the resolutions of each City to be recorded by the County Recorder.

Tuesday, February 23rd, 1971

1 This resolution adopted by the Board of Supervisors
2 of the County of Fresno at its regular meeting held on the
3 23rd day of February, 1971, by the following vote, to-wit:

4 AYES: Supervisors Craven, Cassidy, Ventura

5 NOES: Supervisors Reich and Krebs

6 ABSENT: None

7
8 
9 Chairman of the Board of Supervisors
of Fresno County, California

10 ATTEST:

John Ventura

11 J. L. BROWN, County Clerk
12 and Ex-Officio Clerk of the
13 Board of Supervisors

By 

Deputy

Carl H. Melom

EXHIBIT "A"

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2551	Joe C. Yoshimura Ann S. Yoshimura
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2755	Felice Radavero Margaret M. Radavero
2785	John N. Koretoff Anna Koretoff
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4354	Harold Daggs Mary Daggs Ronald H. Daggs

4369

Malcolm M. Hoegh

4370

Thomas G. Badertscher
M. Racine Badertscher

ITEM NO: 3.

SUBJECT: Consideration and necessary action on Urgency Ordinance establishing a moratorium on Tobacco Stores (Smoke Shops), Hookah Lounges, Cigar Lounges, Vapor or E-cigarettes, Tobacco Products or Tobacco Paraphernalia Vendors Pending Completion of Study and Evaluation on Appropriate Regulation of Such Establishments.

DISCUSSION: On November 4, 2013, the City Council adopted Urgency Ordinance 2013-10, placing a moratorium on tobacco shops, Hookah Lounges, Cigar Lounges, Vapor or E-cigarettes, Tobacco Products or Tobacco Paraphernalia Vendors (collectively referred to as Smoke Shops). The moratorium was to give the City of Selma the opportunity to evaluate these establishments as part of the City's Zoning Ordinance.

On December 2, 2013 The City Council adopted Ordinance 2013-11, amending Zoning for Smoke Shops and defining E-Cigarette sales. The Zoning Ordinance Amendments provide for the issuance of Conditional Use Permits for such establishments. The Zoning Ordinance does not generally apply to stores such as grocery stores, gas stations or retail establishments that sell tobacco or vapor or e-cigarettes when those sales are not the primary part of the business which in the terms of the Ordinance means that more than 15% of floor space or display area is devoted to tobacco products, paraphernalia or vapor or e-cigarettes.

At the present time, there are four existing smoke shops all in the C-2 zone.

1. Shine Smoke Shop, 2960 Thompson Avenue
2. Cigarette Outlet 2, 2835 Highland Avenue
3. Cigarette Outlet, 2829 Whitson Street
4. Selma Finest Hookah and Tobacco, 3816 McCall Avenue

In addition to the tobacco shops listed above, there are approximately 31 other businesses such as grocery stores, gas stations, and retail establishments that are currently selling tobacco products in Selma.

Despite adoption of zoning regulations which require issuance of a Conditional Use Permit, there appears to have been a proliferation of smoke shops or stores that are vendors of tobacco products, e-cigarettes or other battery operated devices that create vapor for the intake of nicotine. There is, in surrounding communities a large proliferation of hookah lounges, cigar lounges and other establishments selling smoking paraphernalia such as pipes to be used to ingest tobacco or controlled substances. These establishments create obvious health and safety concerns, particularly if they impact minors in that these are activities that have acknowledged public health impacts and effects, not only to participants or users of tobacco products or other similar paraphernalia or e-cigarettes or vapor ingesting devices but to those who are exposed to second hand smoke. These health and safety impacts are firmly recognized by California law in a variety of contexts.

The City desires to conduct a study to determine the best way of regulating smoke shops and similar establishments referred to above to protect the public health, safety and welfare. The Government Code specifically allows the council to adopt by Urgency Ordinance a moratorium against the permitting or granting of any form of entitlement for any use or operation of any business or enterprise within the City of Selma for the time period necessary for the City to study and enact appropriate regulations that will mitigate or eliminate the perceived threat to the public health and safety created by such uses.

This is an Urgency Ordinance and, for adoption, it must be approved by a four-fifths vote of the City Council. The Ordinance will only be in place for 45 days, at which point, the City Council, following a public hearing may extend the Ordinance for a period of 10 months and 15 days to complete its study and evaluation of appropriate regulations, if any, to enact with respect to these types of establishments. The Ordinance simply establishes a moratorium on the establishment of any such business in the City until the City has completed its study and has determined what, if any, regulations to adopt in order to regulate these uses and protect the health, safety and welfare. The Ordinance would prohibit the issuance of any business license, permit or any form of real property use entitlement for the establishment of any such business until the study of what regulation should be imposed, if any, on these establishments has been completed and those regulations are in place.

The Urgency Ordinance does not establish any moratorium on any business, such as a grocery or convenience store or gas station which provides for the sale of cigarettes, cigars, or even e-cigarette or vapor devices, so long as the sales of those products are incidental to the primary purpose of the establishment. Operation as a smoke shop is defined in the interim ordinance to be the primary purpose of the establishment if and only if 15% or more of the store display or shelf space is devoted to the keeping or advertisement of such products.

<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		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: None Fund Balance:		None


RECOMMENDATION: Council consider approving with a four-fifths vote of the City Council to adopt Urgency Ordinance placing a moratorium on tobacco stores (smoke shops), vapor or e-cigarette or smoking paraphernalia vendors and hookah or cigar lounges in the City.

/s/ Neal E. Costanzo

February 26, 2015

Neal Costanzo, City Attorney

Date



Ken Grey, City Manager

2-26-2015

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.

**INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF SELMA ESTABLISHING A MORATORIUM ON TOBACCO
STORES (SMOKE SHOPS), VAPOR OR E-CIGARETTE OR SMOKING
PARAPHERNALIA VENDORS AND HOOKAH OR CIGAR LOUNGES
IN THE CITY PENDING COMPLETION OF STUDY ON REGULATING SAME**

WHEREAS, the City Council of the City of Selma ("City") is authorized pursuant to Article 11, Section 7 of the California Constitution to make and enforce within its boundaries all local, police, sanitary and other ordinances and regulations not in conflict with general laws; and

WHEREAS, California Government Code §65858 authorizes the City Council to adopt an interim urgency ordinance, by a four-fifths vote, without following the procedures otherwise required for adoption of an ordinance to protect the public health, safety and welfare prohibiting any uses that may be in conflict with a contemplated general plan, specific plan, or a zoning proposal that the City Council, Planning Commission or Planning Department is considering studying or intends to study within a reasonable time.

The City Council of the City of Selma does hereby ordain as follows:

Section 1: This Urgency Ordinance is adopted pursuant to Section 65858 of the California Government Code.

Section 2: Based on information contained in the record, the City Council makes the following findings:

1. The development of tobacco stores (smoke shops) e-cigarette or vapor, tobacco and smoking paraphernalia vendors and/or smoking lounges or hookah lounges present an immediate threat to the public health, safety and welfare by virtue of the following:

(a) There are regulations regarding the development, operation and location standards for these types of uses, but the standards that exist have continued to allow for what appears to be an abnormal proliferation of these types of uses;

(b) Significant concerns have been raised in the community regarding the lack of adequate regulations to address tobacco stores (smoke shops), e-cigarette, vapor, tobacco, or smoking paraphernalia vendors and/or tobacco lounges and hookah lounges within the City. Specifically, residents of the City have expressed

concern regarding the impact or potential for impact of these uses on the community, including safety, effect on minors, noise, location near sensitive uses and other public health impacts.

(c) Numerous laws exist which acknowledge the public health impacts of tobacco, specifically its impact on minors and State law prohibits public school students from smoking or using tobacco while on campus while attending school sponsored facilities or activities or while under the supervision or control of school district employees (Education Code §48901). State law also prohibits smoking in playgrounds and tot lots. It also prohibits smoking within 20 feet of the main entrances and exits of all public buildings. (Health & Safety Code §104495).

(d) There are numerous tobacco shops or stores, hookah lounges, and retail establishments that sell vapor or e-cigarettes, tobacco and smoking paraphernalia operating within or near, or proposing to operate within the City and residences and businesses within the City have expressed concern regarding the proliferation of such businesses within the City. Specifically, there are concerns these establishments may be located in close proximity to sensitive uses such as residential areas, churches, schools, parks, arcades, and other similar uses where minors tend to congregate and the existence of these uses tends to attract minors to use of such products which are recognized to be harmful to their health.

(e) Tobacco stores, hookah lounges, vendors of vapor or e-cigarettes, tobacco, and smoking paraphernalia are a target for theft and vandalism and in many cases have been found to be affiliated with the sale of drug paraphernalia that encourages illegal activity and which can negatively affect the neighborhoods and surrounding community.

(f) The establishment of hookah lounges, cigar lounges, smoking lounges and similar establishments produce secondary smoke which can negatively affect workers, passersby, neighbors, the elderly, sick and disabled and in particular minors. State law recognizes the health risks associated with such uses by virtue of Labor Code §6404.4 prohibiting unlawful smoking of tobacco and hookah pipes in an enclosed place of employment as well as prohibiting the smoking of tobacco and hookah pipes by those under 18 years of age. (Penal Code §308).

(g) E-cigarettes are battery powered devices that convert liquid nicotine and propylene glycol and/or vegetable glycerin into a mist or vapor that is inhaled. E-cigarettes contain no tobacco and are marketed as the alternative way of consuming nicotine. The health impacts of e-cigarettes and similar devices has not been sufficiently studied or evaluated but the product does encourage the consumption of nicotine and the presence of vendors or retail outlets selling such devices may be

located in proximity to sensitive uses such as residential areas, churches, schools, parks and other similar uses where minors tend to congregate and present an attraction for minors to engage in the uses of e-cigarettes or similar devices for the purpose of consuming nicotine, which has acknowledged health impacts.

(h) The City wishes to evaluate and study how changes to its Zoning and other Ordinances can best regulate or set standards or requirements for tobacco stores, smoke shops, vapor or e-cigarette, tobacco and smoking paraphernalia vendors in the City in order to determine how and whether such standards should be adopted and implemented and the City Council finds and determines that interim prohibition on such uses and the issuance of any such applicable entitlement is necessary for a period of 45 days to permit the City to conduct that study.

Section 3: Imposition of Moratorium. Based on the above findings, the City Council orders as follows:

A. In accordance with the authority granted the City of Selma under Government Code §65858(a) and pursuant to the findings stated above, for a period of 45 days from and after the date of the adoption of this ordinance:

1. No new cigar lounge, hookah lounge, tobacco store, vapor or e-cigarette, tobacco or smoking paraphernalia vendor may be established or operate in the City of Selma.

2. No temporary or special use permit, site development permit, conditional use permit, tentative map, parcel map, variance, grading permit, building permit, building plans, zone change, use permit, business license, certificate of occupancy or other applicable approval will be approved or issued for the establishment or operation of any hookah, cigar or smoking lounge or tobacco store (smoke shop) and/or any vendor of vapor or e-cigarette, tobacco, or smoking paraphernalia.

Section 4: Definitions. As used in this ordinance, the following definitions apply:

1. "Hookah" means glass or metal water pipe usually decorated and shaped somehow like a bottle or small tank with a long flexible core pipe also known as a sisha, nargile, hubble, bubble, nag, or Turkish water pipe.

2. "Hookah Lounge" means an area of a commercial establishment, whether enclosed, indoor or outdoor, designated specifically for the use hookahs, but does not include private use of hookahs in personal residence, if otherwise in compliance with applicable law.

3. "E-cigarette or vapor cigarette" means a battery operated device that converts liquid nicotine and propylene glycol and/or vegetable glycerin into a mist or vapor that is inhaled.

4. "Tobacco Paraphernalia" means any device, product, equipment or material of any kind that intended or designed for use for smoking, inhaling or ingesting tobacco, notwithstanding that the device, product, equipment or material may also be used for smoking, inhaling or ingesting any controlled substances. Tobacco paraphernalia includes but is not limited to metal, ivory, wooden, or acrylic, glass, stone, plastic or ceramic pipes; water pipes, bongs, cigarette papers or wrappers, cigarette rolling machines, blunt wraps as defined in Section 308 of the Penal Code, hookahs or similar devices constructed with a receptacle or container in which water or some other liquid may be placed into which smoke passes and is cooled in the process of being inhaled or ingested.

5. "Tobacco Product" means any substance containing tobacco leaf, including but not limited to cigarettes, cigars, pipe tobacco, snuff, chewing tobacco, dipping tobacco, or any other preparation of tobacco; and any product or formulation of matter containing biologically detectable amounts of nicotine that is manufactured, sold, offered for sale or otherwise distributed with the expectation that the product or matter will be introduced into the human body, but does not include any product specifically approved by the Federal Food and Drug Administration for use in treating nicotine or tobacco product dependence.

6. "Tobacco Store" means a retail or wholesale business or any person that sells, offers for sale or offers to exchange for any form of consideration, tobacco, tobacco products, e-cigarette or vapor cigarettes or tobacco paraphernalia and has 15% or more of its square feet in the establishment used for the sale or display of tobacco, tobacco products or tobacco paraphernalia, e-cigarette or vapor cigarette, or advertising.

Section 4: Pursuant to Government Code §65858(a) this ordinance shall take effect immediately but shall be in no further force and effect 45 days from this date of adoption, unless the City Council, after notice and public hearing as provided under Government Code §65858(a) and adoption of the findings required by Government Code §65858(c), subsequently extends this ordinance. Pursuant to Government Code §65858(d), ten days prior to the expiration or any extension of this ordinance, the City Council will issue a report describing the measures taken to elevate the conditions that lead to the adoption of this interim ordinance.

Section 5: The Mayor shall sign this interim urgency ordinance and the City Clerk shall attest thereto and shall within 15 days of this adoption cause it to be

published in the Selma Enterprise, a newspaper of general circulation within the City, or shall cause the publication of a summary thereof in accordance with applicable law.

Section 6: The City Clerk shall certify the adoption of this ordinance.

Passed, approved and adopted at a meeting of the City Council by at least a four-fifths vote on the ____ day of _____, 2015 by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

Scott Robertson, Mayor of the City of Selma

ATTEST:

Reyna Rivera
City Clerk of the City of Selma