

## EXECUTIVE DIRECTOR'S REPORT

BOARD MEETING DATE:

May 2, 2016

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ITEM NO: 1

SUBJECT: Consideration and Necessary Action on Resolution of Intention to Establish Proposed City of Selma Community Facilities District No. 2016-1 (North Selma Sewer Main Project) and to Authorize the Levy of Special Taxes the "Resolution of Intention"; and Resolution Declaring Intention to Incur Bonded Indebtedness for Proposed City of Selma Community Facilities District No. 2016-1 (North Selma Sewer Main Project).

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**DISCUSSION:** All sewage generated in the City of Selma is collected and transported by existing sewer lines to the Selma-Kingsburg-Fowler Wastewater Treatment Facility (WWTF) which is operated by the Selma-Kingsburg-Fowler County Sanitation District (SKF). Numerous properties within the northern section of the City's current Sphere of Influence are expected to, or have already been approved for, development with residential and commercial uses. However, the existing sewer lines that transport sewage to SKF that currently run through the City are at maximum capacity and unable to accommodate future growth and associated annexations. Consequently, in order for the properties in the northern section of the City's Sphere of Influence (the "Area of Benefit") to be developed as expected or approved, a dedicated sewer trunk line must be installed so as to by-pass the existing sewage collection mains running through the City. It is therefore being proposed that a sewer trunk line be constructed along Dinuba Avenue from McCall Avenue (east) to Golden State Boulevard (west). The proposed line would then connect to an existing trunk line at the intersection of Golden State Boulevard and Dinuba Avenue for transport to the SKF WWTF (the "Project").

In order to provide a financing mechanism for the Project, the City, through its newly-created "North Selma Sewer Financing Authority" (the "Authority"), is considering undertaking proceedings pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being Sections 53311 and following of the California Government Code (the "Act"), for the formation of a community facilities district to be known and designated as "City of Selma, Community Facilities District No. 2016-1 (North Selma Sewer Main Project)" (the "CFD"). The CFD provides the legal authority to levy and collect special taxes on the properties identified within the primary Area of Benefit, and to use that revenue to borrow money (by issuing bonds) to pay all Project costs. The total cost of the Project (both hard and soft costs) is currently estimated to be approximately \$3.3 million.

The City and the County would not be liable to repay those bonds because they would be issued by the Financing Authority, and the proposed joint powers agreement provides that debts of the Authority are not debts of the members.

**SUMMARY OF RESOLUTIONS:** Resolution of Intention to Establish a Community Facilities District (Attachment No. 1 hereto): The Act requires various matters to be stated in the Resolution of Intention, including the facilities and services proposed to be funded, the proposed district's boundaries, the proposed name for the district, and the

proposed tax rate and basis for apportionment and collection. The following is a summary of the provisions in the Resolution of Intention:

- Name of District: *City of Selma, Community Facilities District No. 2016-1 (North Selma Sewer Main Project)."*
- District Boundaries: *The CFD includes all parcels of real property described on the Boundary Map attached as Exhibit A to the Resolution of Intention.*
- Facilities and Services to be Funded: *The CFD will fund the Project, and other related facilities and services within the proposed CFD.*
- Tax Rate and Apportionment: *The costs to construct maintain and operate the new facilities and services are currently set forth in the tax rate and method of apportionment as indicated in "Exhibit B" to the Resolution of Intention (Attachment No. 1).*
- Collection of Special Taxes: *Special taxes levied by Community Facilities District No. 2016-1 will be placed on the property tax rolls and collected by Fresno County in conjunction with property tax collection. The County will return to the City the special tax revenue, which can then be placed in an account to fund Community Facilities District No. 2016-1's facilities and services.*

Resolution of Intention to Incur Bonded Indebtedness (Attachment No. 2 hereto): This resolution states the expectation that the 2016 CFD will issue debt to build the contemplated facilities. It sets a maximum amount of debt of \$9 million and certain other parameters. The detailed documents authorizing the issuance of bonds will be brought for Board approval at a later date.

Following adoption of these Resolutions the Secretary will take the following actions: (i) record the Boundary Map with the County Recorder within 15 days of adoption of Resolution of Intention, (ii) publish notices of the two public hearings at least 7 days prior to the date of the hearing, and (iii) mail a notice of the formation hearing to each landowner within the proposed CFD at least 15 days prior to the date of the hearing.

#### **NEXT STEPS:**

Assuming the Board approves the subject resolutions, the next steps will be taken in June and July. After approval of the Resolution of Intention, the Board must hold a hearing to consider creation of the 2016 CFD. That hearing must be scheduled and noticed for a period of at least thirty days following the May 2nd adoption of the Resolution of Intention. That hearing will be scheduled for June 6, 2016. Upon conclusion of the hearing, the Board will be asked to approve a Resolution of Formation to legally create the 2016 CFD. Upon formation of the 2016 CFD, property owners within the 2016 CFD responsible for paying the special tax, will vote to approve the levying of the special tax and the issuance of debt. The Board will then be asked to adopt an ordinance imposing the tax. Assuming approval on June 6<sup>th</sup>, the Board will be asked to approve the second reading of the ordinance in July. At that point, the Board will be in a position to authorize the issuance of bonds.



**FISCAL IMPACT:**

The obligation to pay special taxes for the CFD Bonds is a special limited obligation of the property within CFD 2016-1. Individual property owners are obligated to pay the special taxes in the same manner as ad valorem taxes are paid. The special taxes do not constitute a personal obligation of the landowner. Neither the City nor the Authority has any obligation to pay the special taxes. The special taxes are secured solely by a lien on the taxable parcels within CFD 2016-1.

The Authority (via staff) is responsible for administering the levy of the special taxes for CFD 2016-1. Special taxes levied in CFD 2016-1 will be sufficient to pay for all administrative costs of the Authority related to CFD 2016-1 in addition to the amount needed to pay debt service on all Bonds. As the administering agency of CFD 2016-1, the Board must exercise remedies against defaulting parties in CFD 2016-1, which includes the obligation to foreclose against parcels which are delinquent in the payment of special taxes. The costs associated with the foreclosure are payable from the special taxes and/or reimbursed from foreclosure sale proceeds.

<b><u>COST</u></b>		<b><u>BUDGET IMPACT</u></b>
Not applicable, the Resolution is for the levy of a special tax which funds the repayment of bonds and all costs of the bond issuance or levy of special taxes is paid for by the special tax.		Not applicable.
<b><u>FUNDING</u></b>		<b><u>ON-GOING COST</u></b>
Not applicable.		Not applicable.

**RECOMMENDATION:** Adopt Resolution of Intention to Establish Community Facilities District and to Levy Special Tax and Resolution of Intention to Incur Bonded Indebtedness.

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**ATTACHMENTS:**

1. Resolution of Intention to Establish a Community Facilities District, and
2. Resolution of Intention to Incur Bonded Indebtedness.

Date: April 28, 2016

/s/ Neal E. Costanzo  
Neal E. Costanzo, Legal Counsel

Date: April 28, 2016

/s/ Ken Grey  
Ken Grey, Executive Director

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

**A RESOLUTION OF THE GOVERNING BOARD OF THE NORTH SELMA  
SEWER FINANCING AUTHORITY DECLARING ITS INTENT TO  
ESTABLISH THE CITY OF SELMA, COMMUNITY FACILITIES DISTRICT  
NO. 2016-1 (NORTH SELMA SEWER MAIN PROJECT) AND TO  
AUTHORIZE THE LEVY OF A SPECIAL TAX WITHIN SAID DISTRICT**

**WHEREAS**, the Board of Directors (the "Board") of the North Selma Sewer Financing Authority (the "Authority") has received a petition (including consent and waiver) (the "Petition") from various owners of certain property located in the Authority requesting the institution of proceedings for formation of a community facilities district pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the Government Code of the State of California (the "Act"); and

**WHEREAS**, the Board has determined that the Petition complies with the requirements of Government Code Section 53318 and now intends to form the City of Selma, Community Facilities District No. 2016-1 (North Selma Sewer Main Project); and

**WHEREAS**, the Board desires to adopt this resolution of intention as provided in Section 53321 of the Act to establish a community facilities district consisting of the territory described in Exhibit "A" hereto and incorporated herein by this reference, which the Board hereby determines shall be known as "City of Selma, Community Facilities District No. 2016-1 (North Selma Sewer Main Project)" (the "Community Facilities District No. 2016-1" or the "District") pursuant to the Act to finance (1) the purchase, construction, modification, expansion, improvement or rehabilitation of certain real or other tangible property described in Exhibit "B" hereto and incorporated herein by this reference, including all furnishings, equipment and supplies related thereto and the payment of development impact fees and other capital fees of public agencies (collectively, the "Facilities"), which Facilities have a useful life of five years or longer, (2) the annual cost of certain services (the "Services"), and (3) the incidental expenses to be incurred in connection with financing the Facilities and forming and administering the District (the "Incidental Expenses"); and

**WHEREAS**, it is the intention of the Board to consider financing the Facilities, Services and the Incidental Expenses through the formation of Community Facilities District No. 2016-1 and the sale of bonded indebtedness in an amount not to exceed \$9,000,000 within the proposed District and the levy of a special tax within the District to pay for the Facilities, Services and the Incidental Expenses and to pay debt service on the bonded indebtedness incurred by such District, provided that the bond sales and special tax levies are approved at an election to be held within the District; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the North Selma Sewer Financing Authority, as follows:

**Section 1.** The above recitals are true and correct.

**Section 2.** The Board hereby determines to institute proceedings for the formation of a

community facilities district under the terms of the Act pursuant to Section 53350 of the Act. The exterior boundaries of the District are hereby specified and described to be as shown on that certain map now on file in the office of the Secretary entitled "Boundaries of City of Selma, Community Facilities District No. 2016-1 (North Selma Sewer Main Project)," which map indicates by a boundary line the extent of the territory included in the proposed District and shall govern for all details as to the extent of the District. On the original and one copy of the map of such District on file in the Secretary's office, the Secretary shall endorse the certificate evidencing the date and adoption of this resolution. The Secretary shall file the original of such map in his office and, within fifteen (15) days after the adoption of this Resolution, the Secretary shall file a copy of such map so endorsed in the records of the County Recorder, County of Fresno, State of California.

**Section 3.** The name of the proposed District shall be designated as "City of Selma, Community Facilities District No. 2016-1 (North Selma Sewer Main Project)."

**Section 4.** The Facilities proposed to be financed by the District and to be financed in part by the District are public infrastructure facilities and other governmental facilities with an estimated useful life of five years or longer, which the Authority or other public agency is authorized by law to construct, acquire, own, operate or contribute revenue. The Board hereby finds and determines that the description of the Facilities and Services herein is sufficiently informative to allow taxpayers within the proposed District to generally understand the extent of the funds being raised by the District, and the nature of what those funds are being used to finance. The Incidental Expenses expected to be incurred include the cost of planning and designing the Facilities, the costs of forming the District, issuing bonds and levying and collecting a special tax within the District. The Board hereby finds that the proposed Facilities and Services are necessary to meet increased demands placed upon the Authority or other public agency as a result of development occurring within the proposed District. Such Facilities need not be physically located within the District.

**Section 5.** The Executive Director is hereby authorized to enter into joint community facilities agreements with any entity that will own or operate any of the Facilities as determined necessary to comply with the provisions of Section 53316.2(a) and (b) of the Act. The Board hereby declares that such joint community facilities agreements will be beneficial to the residents in the area of the District.

**Section 6.** Except where funds are otherwise available, it is the intention of the Board to levy annually in accordance with procedures contained in the Act a special tax within the District (the "Special Tax") sufficient to pay for the costs of financing the acquisition and/or construction of the Facilities, Services and Incidental Expenses, including the principal and interest and other periodic costs of bonds or other indebtedness proposed to be issued to finance the Facilities, Services and Incidental Expenses, the establishment and replenishment of reserve funds, the credit enhancement fees, if any, the costs of administering the levy and collection of the Special Tax and all other costs of the levy of the Special Tax and issuance of the bonds, including any foreclosure proceedings, architectural, engineering, inspection, legal, fiscal, and financial consultant fees, underwriter discount fees, interest on bonds due and payable prior to the expiration of one year from the date of completion of Facilities (but not to exceed two years), election costs and all costs of issuance of the bonds, including, but not limited to, fees for bond

counsel, disclosure counsel, financing consultants and printing costs, and all other administrative costs of the tax levy and bond issue. The Special Tax will be secured by recordation of a continuing lien against all non-exempt real property in the District. In the first year in which such a Special Tax is levied, the levy shall include a sum sufficient to repay to the City of Selma (the "City") or the Authority all amounts, if any, transferred to the District pursuant to Section 53314 of the Act and interest thereon. The schedule of the rate and method of apportionment and manner of collection of the Special Tax within the District is described in detail in Exhibit "C" attached hereto and by this reference incorporated herein. The Special Tax is based upon the cost of financing the Facilities, Services and Incidental Expenses in the District, the demand that each parcel will place on the Facilities and the benefit (direct and/or indirect) received by each parcel from the Facilities.

**Section 7.** The Special Tax within the District is apportioned to each parcel on the foregoing basis pursuant to Section 53325.3 of the Act. In the event that a portion of the property within the District shall become for any reason exempt, wholly or partially, from the levy of the Special Tax, the Board shall, on behalf of the District, increase the levy to the extent necessary upon the remaining property within the District which is not delinquent or exempt in order to yield the required payments, subject to the maximum tax. If special taxes of the District are levied against any parcel used for private residential purposes, (i) the maximum special tax rate shall not be increased over time except that it may be increased by an amount not to exceed two percent (2%) per year to the extent permitted in the rate and method of apportionment; (ii) such tax shall be levied for a period not to exceed forty (40) years commencing with Fiscal Year 2016-2017, as further described in Exhibit "C" hereto; and (iii) under no circumstances will such special tax be increased as a consequence of delinquency or default by the owner of any other parcels within the District by more than ten percent (10%).

**Section 8.** The Special Tax within the proposed District is based on the expected demand that each parcel of real property within the proposed District will place on the Facilities and on the benefit that each parcel derives from the right to access the Facilities. The Board hereby determines that the proposed Facilities are necessary to meet the increased demand placed upon the City and other agencies and the existing infrastructure in the City as a result of the development of land proposed for inclusion in the District. The Board hereby determines the rate and method of apportionment of the Special Tax set forth in Exhibit "C" for the District to be reasonable.

**Section 9.** A public hearing (the "Hearing") on the establishment of Community Facilities District No. 2016-1, the proposed rate and method of apportionment of the Special Tax and the proposed issuance of bonds to finance the Facilities and the Incidental Expenses shall be held on June 6, 2016, at 6:00 p.m., or as soon thereafter as practicable, at the city council chambers of the City of Selma, 1710 Tucker Street, Selma, California 93662. Should the Board determine to form the District, a special election will be held within the District to authorize the issuance of bonds and the levy of the Special Tax in accordance with the procedures contained in Government Code Section 53326. If held, the proposed voting procedure at the election will be a landowner vote with each landowner who is the owner of record of land within the District at the close of the Hearing, or the authorized representative thereof, having one vote for each acre or portion thereof owned within the District. Ballots for the special election may be distributed by mail

or by personal service.

**Section 10.** At the time and place set forth above for the Hearing, any interested person, including all persons owning lands or registered to vote within the proposed District, may appear and be heard.

**Section 11.** Each Authority officer who is or will be responsible for the Facilities to be financed by the District, if it is established, is hereby directed to study the proposed District and, at or before the time of the above-mentioned Hearing, file a report with the Board, and which is to be made a part of the record of the Hearing, containing a brief description of the Facilities and Services by type which will in his or her opinion be required to adequately meet the needs of the District and his or her estimate of the cost of providing the Facilities and Services, including an estimate of the fair and reasonable cost of all Incidental Expenses, including the cost of planning and designing the Facilities to be financed pursuant to the Act, the cost of environmental evaluations of such Facilities, all costs associated with the creation of the District, issuance of bonds, determination of the amount of any special taxes, collection of any special taxes, or costs otherwise incurred in order to carry out the authorized purposes of the Authority with respect to the District, and any other expenses incidental to the construction, completion and inspection of the authorized work to be paid through the proposed financing.

**Section 12.** The Authority may accept advances of funds or work-in-kind from any sources, including private persons or private entities, and is authorized and directed to use such funds for any authorized purpose, including any cost incurred in creating the District. The District may enter into an agreement to repay all of such funds as are not expended or committed for any authorized purpose at the time of the election on the levy of the Special Tax, if the proposal to levy such tax should fail, and to repay all of such funds advanced if the levy of the Special Tax shall be approved by the qualified electors of the District.

**Section 13.** The Secretary is hereby directed to publish a notice ("Notice") of the Hearing pursuant to Section 6061 of the Government Code in a newspaper of general circulation published in the area of the proposed District. Such Notice shall contain the text or a summary of this Resolution, state the time and place of the Hearing, a statement that the testimony of all interested persons or taxpayers will be heard, a description of the protest rights of the registered voters and landowners in the proposed District as provided in Section 53324 of the Act and a description of the proposed voting procedure for the election required by the Act. Such publication, unless waived, shall be completed at least seven (7) days prior to the date of the Hearing.

**Section 14.** The Secretary may send a copy of the Notice of the Hearing by first class mail, postage prepaid, to each registered voter and to each landowner within the proposed District as shown on the last equalized assessment roll. Said mailing shall be completed not less than fifteen (15) days prior to the date of the Hearing.

**Section 15.** Pursuant to Section 53344.1 of the Act, the Board hereby reserves to itself, in its sole discretion, the right and authority by subsequent resolution to allow any owner of property within the District, subject to the provisions of Section 53344.1 of the Act and those

conditions as it may impose, and any applicable prepayment penalties as prescribed in the bond indenture or comparable instrument or document, to tender to the District treasurer in full payment or part payment of any installment of the special taxes or the interest or penalties thereon which may be due or delinquent, but for which a bill has been received, any bond or other obligation secured thereby, the bond or other obligation to be taken at par and credit to be given for the accrued interest shown thereby computed to the date of tender.

**Section 16.** It is anticipated that the special tax will be billed as a separate line item on the regular property tax bill of each of the property owners within the District. However, the Authority reserves the right, under Section 53340, to utilize any method of collecting the special tax which it shall, from time to time, determine to be in the best interests of the Authority, including, but not limited to, direct billing by the Authority to the property owners and supplemental billing.

**Section 17.** Upon the adoption of a Resolution Calling for a Special Election, the Board shall set the date and time for a special election on the proposed levy of special taxes proposed for the District and for the canvass of results. The special election shall comply with all requirements of Sections 53326, 53327, and 53327.5 of the Government Code, and any other applicable requirements. The voting procedure with respect to the establishment of the District and the imposition of the Special Tax shall be by mail or hand delivered ballot election among the landowners within the District, with each owner having one vote for each acre or portion of an acre such owner owns in the District. All time limits for the conduct of the election may be waived with the unanimous consent of landowners, per Government Code Section 53326(a); in the event of waiver, the Board may set the date and time for the special election to occur immediately after the adoption of the Resolution of Formation.

**Section 18.** The officers, employees and agents of the Authority are hereby authorized and directed to take all actions and do all things which they, or any of them, may deem necessary or desirable to accomplish the purposes of this Resolution and not inconsistent with the provisions hereof.

**Section 19.** This Resolution shall take effect from and after the date of its passage and adoption.

The foregoing Resolution was duly approved by the Board of Directors of the North Selma Sewer Financing Authority at regular meeting held on May 2, 2016, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Chairperson

ATTEST:

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Secretary

**EXHIBIT A**

**CITY OF SELMA  
COMMUNITY FACILITIES DISTRICT NO. 2016-1  
(NORTH SELMA SEWER MAIN PROJECT)**

**BOUNDARY MAP**

[ATTACHED]



## **EXHIBIT B**

### **TYPES OF FACILITIES TO BE FINANCED BY CITY OF SELMA COMMUNITY FACILITIES DISTRICT NO. 2016-1 (NORTH SELMA SEWER MAIN PROJECT)**

The description of the authorized services (the “Services”) and facilities (the “Facilities”) which follows in this Exhibit B is intended to serve as a general guide in determining the public capital facilities and services which are authorized to be wholly or partially financed with the proceeds of the Special Tax and the proceeds of the sale of the special tax bonds (the “Bonds”) of CDF 2016-1. The Board of Directors of the Authority may authorize additional public capital facilities of a similar nature to those described below by resolution adopted by the Board of Directors. Such additional public capital facilities, when authorized by the Board of Directors and for which plans and specifications have been approved by the appropriate local agency that will accept ownership of the subject public capital facilities upon completion, shall be authorized Facilities of CFD 2016-1, provided that they have an estimated useful life of five (5) years or greater.

All statements below in this Exhibit B pertaining to the sizes, extent, quantities, and locations of Services and Facilities shall be regarded as current best estimates and are subject to modification either during the approval process of the plans and specifications pertaining thereto, or during the actual construction thereof.

It is intended that the “City of Selma, Community Facilities District No. 2016-1 (North Selma Sewer Main Project)” will be authorized, but not committed, to finance all or a portion of the costs of any of the following types of Facilities and Services:

The Dinuba Avenue Sewer Main Project is comprised of approximately 8300 linear feet of 27 inch PVC sewer trunk main installed to serve the area north of Dinuba both now and in the foreseeable future. Construction of the sewer trunk main begins at Golden State Highway where it ties into existing facilities and then proceeds east approximately 1.6 miles along Dinuba Avenue to the intersection of McCall. The Project includes installation of all stubs, manholes, casings and other appurtenances necessary for construction.

Incidental Expenses and Bond Issuance and Administration Costs. Incidental expenses and bond issuance costs which may be incurred for any of the improvements listed above which may be financed by the proposed community facilities district, include but not limited to: (i) the cost of engineering, planning and designing such facilities and the cost of environmental evaluations thereof, (ii) all costs associated with the creation of the proposed community facilities district, issuance of the bonds thereof, the determination of the amount of and collection of taxes, the payment of taxes, administration, and costs otherwise incurred in order to carry out the authorized purposes of the community facilities district and the Bonds, including costs of consultants, advisors, agents, administrators, legal advisors, and Authority staff time and (iii) any other expenses incidental to the Bonds and the associated construction, acquisition, completion, and inspection of such public improvements financed thereby.

**EXHIBIT C**

**RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX**

[ATTACHED]

**PROPOSED BOUNDARY MAP OF CITY OF SELMA, COMMUNITY FACILITIES DISTRICT NO. 2016-1  
(NORTH SELMA SEWER MAIN PROJECT)**

CITY OF SELMA  
COUNTY OF FRESNO  
STATE OF CALIFORNIA

FILED IN THE OFFICE OF THE CITY CLERK OF THE  
CITY OF SELMA, THIS  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

\_\_\_\_\_  
CITY CLERK,  
CITY OF SELMA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE  
PROPOSED BOUNDARIES OF CITY OF SELMA, COMMUNITY  
FACILITIES DISTRICT NO. 2016-1 (NORTH SELMA SEWER MAIN  
PROJECT) OF THE CITY OF SELMA, COUNTY OF FRESNO, STATE  
OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF  
THE CITY OF SELMA AT A REGULAR MEETING THEREOF, HELD  
ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016, BY ITS  
RESOLUTION NO. \_\_\_\_\_.

\_\_\_\_\_  
CITY CLERK,  
CITY OF SELMA

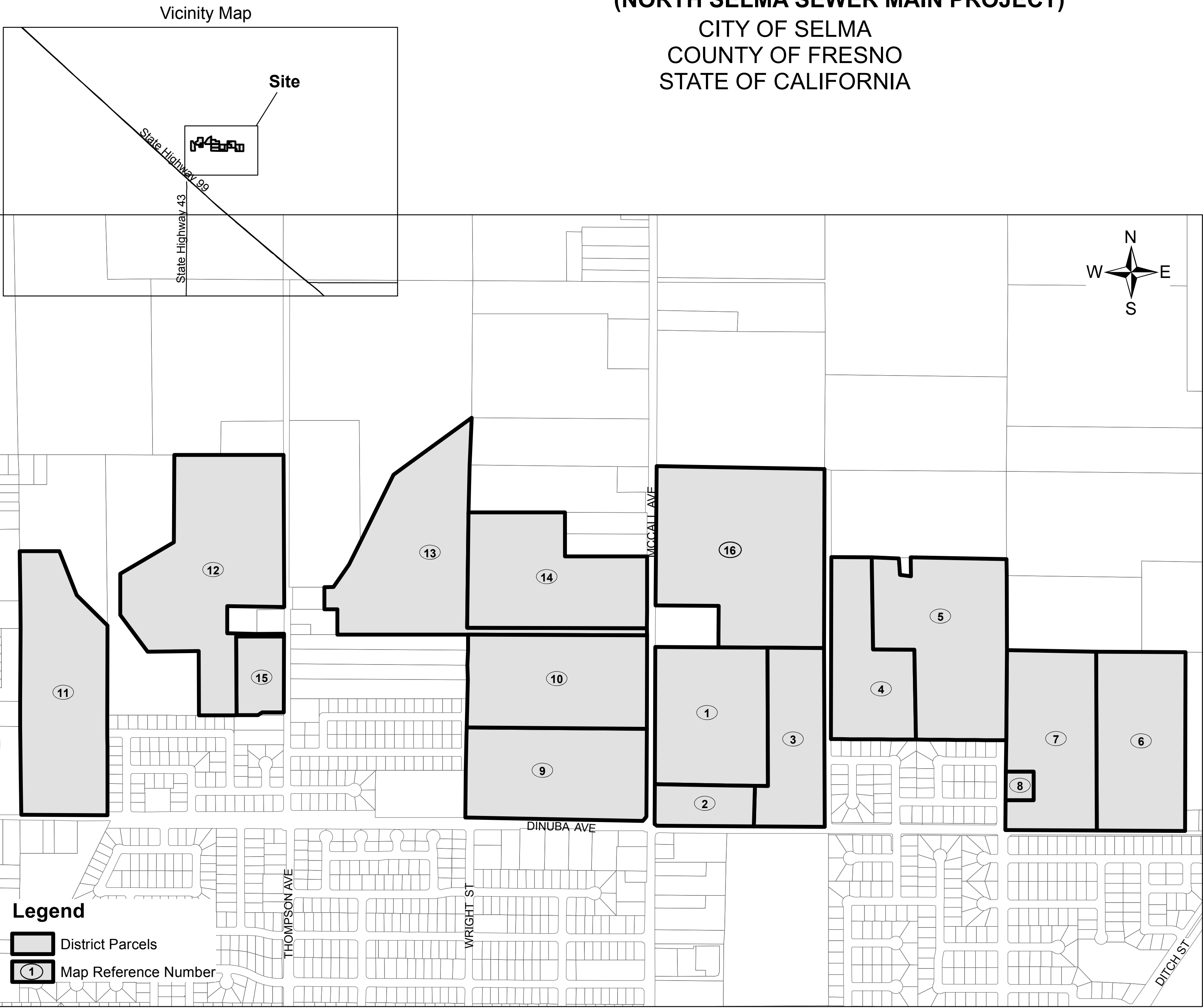
FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016, AT  
THE HOUR OF \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M., IN BOOK  
\_\_\_\_\_, PAGE \_\_\_\_\_ OF MAPS OF ASSESSMENT AND  
COMMUNITY FACILITIES DISTRICTS AND AS INSTRUMENT  
NO. \_\_\_\_\_ IN THE OFFICE OF  
THE COUNTY RECORDER OF THE COUNTY OF FRESNO,  
STATE OF CALIFORNIA.

\_\_\_\_\_  
BY DEPUTY,  
COUNTY RECORDER/CLERK  
COUNTY OF FRESNO

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL  
SHOWN ON THIS MAP SHALL BE THOSE LINES AND  
DIMENSIONS AS SHOWN ON THE FRESNO COUNTY  
ASSESSOR'S MAPS FOR THOSE PARCELS LISTED.

THE FRESNO COUNTY ASSESSOR'S MAPS SHALL  
GOVERN FOR ALL DETAILS CONCERNING THE LINES AND  
DIMENSIONS OF SUCH LOTS OR PARCELS.

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NO.
1	358-021-16
2	358-021-17
3	358-021-18
4	358-021-20
5	358-021-21
6	358-021-37
7	358-021-62
8	358-021-63
9	358-120-34
10	358-120-35
11	358-120-42
12	358-120-51
13	358-120-55
14	358-120-57
15	358-120-65
16	358-021-77



# RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

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## CITY OF SELMA COMMUNITY FACILITIES DISTRICT NO. 2016-1 (NORTH SELMA SEWER MAIN PROJECT)

A Special Tax shall be levied on all Taxable Property within the boundaries of Community Facilities District No. 2016-1 (North Selma Sewer Main Project) of the City of Selma (“CFD No. 2016-1”) and collected each Fiscal Year commencing in Fiscal Year 2016-17, in an amount determined by the CFD Administrator through the application of the procedures described below. All of the real property within CFD No. 2016-1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided.

### 1. DEFINITIONS

The terms hereinafter set forth have the following meanings:

**“Acre” or “Acreage”** means the land area of an Assessor’s Parcel as shown on an Assessor’s Parcel Map, or if the land area is not shown on an Assessor’s Parcel Map, the land area shown on the applicable Final Map. An Acre means 43,560 square feet of land.

**“Act”** means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California.

**“Administrative Expenses”** means the following actual or reasonably estimated costs related to the administration of CFD No. 2016-1 including, but not limited to: the costs of preparing and computing the Annual Special Tax (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the City, the County or otherwise); the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the City, CFD No. 2016-1, or any designee thereof complying with arbitrage rebate requirements, including without limitation rebate liability costs and periodic rebate calculations; the costs to the City, CFD No. 2016-1, or any designee thereof complying with disclosure or reporting requirements of the City or CFD No. 2016-1, associated with applicable federal and State laws; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs to the City, CFD No. 2016-1, or any designee thereof related to an appeal of the Special Tax; and the City’s annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2016-1 for any other administrative purposes of CFD No. 2016-1, including attorney’s fees and other costs related to commencing and pursuing any foreclosure of delinquent Special Taxes.

**“Annual Special Tax”** means the Special Tax actually levied in any Fiscal Year on any Assessor’s Parcel.

**“Assessor”** means the Assessor of the County of Fresno.

**“Assessor's Parcel”** means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel Number.

**“Assessor's Parcel Map”** means an official map of the Assessor designating parcels by Assessor's Parcel Number.

**“Assessor's Parcel Number”** means the number assigned to an Assessor's Parcel by the County for purposes of identification.

**“Assigned Special Tax”** means the Special Tax of that name described in Section 3.A below.

**“Backup Special Tax”** means the Special Tax of that name described in Section 3.B below.

**“Bonds”** means any bonds or other Debt of CFD No. 2016-1, whether in one or more series, secured by the levy of Special Taxes.

**“Building Permit”** means a building permit for construction of a Residential Unit within CFD No. 2016-1 issued by the City.

**“Building Square Footage”** means all of the square footage of usable area within the perimeter of a residential structure, not including any carport, walkway, garage, overhang, or similar area. The determination of Building Square Footage shall be made by reference to the Building Permit(s) issued for such Assessor's Parcel and/or by reference to appropriate records kept by the City.

**“Calendar Year”** means the period commencing January 1 of any year and ending the following December 31.

**“CFD Administrator”** means an authorized representative of the City, or designee thereof, responsible for determining the Special Tax Requirement, for preparing the Annual Special Tax roll and/or calculating the Backup Special Tax.

**“CFD No. 2016-1”** means the Community Facilities District No. 2016-1 (North Selma Sewer Main Project) of the City of Selma.

**“City”** means the City of Selma, California.

**“Council”** means the City Council of the City acting as the legislative body of CFD No. 2016-1 under the Act.

**“County”** means the County of Fresno, California.

**“Debt”** means any binding obligation to pay or repay a sum of money, including obligations in the form of bonds, certificates of participation, long-term leases, loans from government agencies, or loans from banks, other financial institutions, private businesses, or individuals, or long-term contracts.

**“Debt Service”** means for each Fiscal Year, the total amount of principal and interest payable on any Outstanding Bonds during the Calendar Year commencing on January 1 of such Fiscal Year.

**“Developed Property”** means for each Fiscal Year, all Taxable Property, exclusive of Provisional Property, for which a Building Permit was issued after January 1, 2016 and prior to May 1 of the previous Fiscal Year. An Assessor's Parcel classified as Developed Property but for which the Building Permit that caused such Assessor's Parcel to be classified as Developed Property has been cancelled and/or voided prior to the Fiscal Year for which Special Taxes are being levied shall be reclassified as Undeveloped Property, provided that the levy of the Annual

Special Tax after such reclassification shall not be less than 1.1 times the annual Debt Service less Administrative Expenses on all Outstanding Bonds. If Bonds have not been issued, an Assessor's Parcel classified as Developed Property for which such a Building Permit has been cancelled and/or voided shall be reclassified as Undeveloped Property.

**“Exempt Property”** means for each Fiscal Year, all Assessor's Parcels designated as being exempt from Special Taxes pursuant to Section 8 below.

**“Final Map”** means a subdivision of property by recordation of a final map, parcel map, or lot line adjustment, pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) or recordation of a condominium plan pursuant to California Civil Code 4285 that creates individual lots for which Building Permits may be issued without further subdivision.

**“Fiscal Year”** means the period starting on July 1 and ending the following June 30.

**“Indenture”** means the indenture, fiscal agent agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time, and any instrument replacing or supplementing the same.

**“Land Use Class”** means any of the classes listed in Table 1 under Section 3 below.

**“Lot”** means a parcel created by a Final Map on which a Residential Unit can be constructed.

**“Maximum Special Tax”** means for each Assessor's Parcel, the maximum Special Tax, determined in accordance with Sections 3.C and 3.D below, which may be levied in a given Fiscal Year on such Assessor's Parcel of Taxable Property.

**“Multi-Family Residential Property”** means, in any Fiscal Year, all Assessor's Parcels in CFD No. 2016-1 for which a building permit was issued or may be issued for construction of a residential structure consisting of two or more Residential Units that share common walls and are offered as for-sale Residential Units, including such residential structures that meet the statutory definition of a condominium contained in Civil Code Section 1351.

**“Non-Residential Property”** means all Assessor's Parcels of Developed Property for which a building permit has been issued for the purpose of constructing one or more non-residential units or facilities.

**“Outstanding Bonds”** means all Bonds, which are deemed to be outstanding under the Indenture.

**“Prepayment Amount”** means the amount required to prepay the Annual Special Tax obligation in full for an Assessor's Parcel as described in Section 6.A below.

**“Property Owner Association Property”** means any Assessor's Parcel within the boundaries of CFD No. 2016-1 owned in fee by a property owner association, including any master or sub-association.

**“Proportionately” or “Proportionate”** means for Developed Property, that the ratio of the actual Special Tax levy to the applicable Assigned Special Tax or Backup Special Tax is equal for all Assessor's Parcels of Developed Property. For Undeveloped Property, "Proportionately" means that the ratio of the actual Special Tax levy per Acre to the Maximum Special Tax per Acre is equal for all Assessor's Parcels of Undeveloped Property. **“Proportionately”** may similarly be applied to other categories of Taxable Property as listed in Section 4 below.

**“Provisional Property”** means all Assessor’s Parcels of Public Property, Property Owner Association Property or property that would otherwise be classified as Exempt Property pursuant to the provisions of Section 8, but cannot be classified as Exempt Property because to do so would reduce the Acreage of all Taxable Property below the required minimum Acreage as set forth in Section 8.

**“Public Property”** means any property within the boundaries of CFD No. 2016-1, which is owned by, or irrevocably offered for dedication to the federal government, the State of California, the County, the City or any other public agency; provided however that any property owned by a public agency and leased to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified in accordance with its use.

**“Residential Property”** means all Assessor’s Parcels of Developed Property for which a Building Permit has been issued for the purpose of constructing one or more Residential Units.

**“Residential Unit”** means each separate residential dwelling unit that comprises an independent facility capable of conveyance or rental, separate from adjacent residential dwelling units.

**“Single Family Residential Property”** means, in any Fiscal Year, all Assessor’s Parcels in CFD No. 2016-1 for which a building permit was issued or may be issued for construction of a Residential Unit that does not share a common wall with another Residential Unit.

**“Special Tax”** means any special tax levied within CFD No. 2016-1 pursuant to the Act and this Rate and Method of Apportionment of Special Tax.

**“Special Tax Obligation”** means the total obligation of an Assessor’s Parcel of Taxable Property to pay the Special Tax for the remaining life of CFD No. 2016-1.

**“Special Tax Requirement”** means that amount required in any Fiscal Year to: (i) pay regularly scheduled Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Fees and Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property; and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year; less (vii) a credit for funds available to reduce the Annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

**“State”** means the State of California.

**“Taxable Property”** means all of the Assessor's Parcels within the boundaries of CFD No. 2016-1, which are not exempt from the levy of the Special Tax pursuant to law or Section 8 below.

**“Trustee”** means the trustee or fiscal agent under the Indenture.

**“Undeveloped Property”** means, for each Fiscal Year, all Taxable Property not classified as Developed Property or Provisional Property.

## **2. LAND USE CLASSIFICATION**

Each Fiscal Year, beginning with Fiscal Year 2016-17, each Assessor's Parcel within CFD No. 2016-1 shall be classified as Taxable Property or Exempt Property. In addition, all Taxable Property shall further be classified as Developed Property, Undeveloped Property or Provisional Property, and all such Taxable Property shall be subject to the levy of Special Taxes in accordance with this Rate and Method of Apportionment of Special Tax determined pursuant to Sections 3 and 4 below. Furthermore, each Assessor's Parcel of Developed Property shall be classified according to its applicable Land Use Type.

### **3. SPECIAL TAX RATES**

#### **A. Assigned Special Tax for Developed Property**

The Assigned Special Tax applicable to an Assessor's Parcel classified as Developed Property commencing in Fiscal Year 2016-17 shall be determined pursuant to Table 1 below.

**Table 1  
Assigned Special Tax Rates**

<b>Land Use Class</b>	<b>Land Use Type</b>	<b>Assigned Special Tax</b>
<b>1</b>	Single Family Residential	\$216.74 per Residential Unit
<b>2</b>	Multi-Family Residential	\$206.46 per Residential Unit
<b>3</b>	Non-Residential	\$26.43 per 1,000 Building Square Feet

#### **B. Backup Special Tax for Developed Property**

The Backup Special Tax for Developed Property commencing in Fiscal Year 2016-17 shall be \$2,046.96 per Acre.

For the purpose of calculating the Backup Special Tax, the land area applicable to parcels containing more than one Residential Unit shall be computed from the Acreage of the Lot on which the Residential Units are located, with the Acreage for such Lot allocated equally among all of the Residential Units located or to be located on such Lot.

#### **C. Maximum Special Tax for Developed Property**

The Maximum Special Tax for Developed Property shall be the greater of the Assigned Special Tax for Developed Property and the Backup Special Tax for Developed Property.

#### **D. Maximum Special Tax for Provisional Property and Undeveloped Property**

The Maximum Special Tax for Provisional Property and Undeveloped Property commencing in Fiscal Year 2016-17 shall be determined pursuant to Table 2 below based on the Planned Land Use of each Assessor's Parcel according to the City. If an



Assessor's Parcel has multiple Planned Land Uses, then the land use with the greatest annual Maximum Special Tax rate will be applied.

**Table 2**  
**Maximum Special Tax Rates for**  
**Provisional Property and Undeveloped Property**

<b>Land Use Class</b>	<b>Planned Land Use</b>	<b>Assigned Special Tax</b>
<b>1</b>	Low Density Residential	\$945.78 per Acre
<b>2</b>	Medium-Low Density Residential	\$1,300.45 per Acre
<b>3</b>	Medium Density Residential	\$2,128.01 per Acre
<b>4</b>	Medium-High Density Residential	\$3,310.23 per Acre
<b>5</b>	High Density Residential	\$4,492.46 per Acre
<b>6</b>	Non-Residential	\$2,046.96 per Acre

The Planned Land Use for each parcel is listed in Table 3 below.

**Table 3**  
**Initial Land Use Classification for Undeveloped Property**

<b>Fiscal Year 2015-16 APN</b>	<b>Planned Land Use</b>
358-120-34	Medium Density Residential
358-120-35	Medium Density Residential
358-120-42	High Density Residential
358-120-51	Medium-Low Density Residential
358-120-55	Medium Density Residential
358-120-57	Medium Density Residential
358-120-65	Medium-Low Density Residential
358-021-77	Medium Density Residential
358-021-16	Medium Density Residential
358-021-17	High Density Residential
358-021-18	Medium-High Density Residential
358-021-20	Low Density Residential
358-021-21	Low Density Residential
358-021-37	Medium-Low Density Residential
358-021-62	Low Density Residential

358-021-63	Low Density Residential
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In each subsequent Fiscal Year, the CFD Administrator will consult with the City to determine the Planned Land Use for all Assessor's Parcels of Undeveloped Property in that Fiscal Year. If the CFD Administrator determines that the Planned Land Use has changed for one or more parcels, those parcels will be reclassified provided that the levy of the Annual Special Tax after such reclassification shall not be less than 1.1 times the annual Debt Service less Administrative Expenses on all Outstanding Bonds.

All Undeveloped Property within CFD No. 2016-1 will retain its initial Planned Land Use classification unless the CFD Administrator determines that a different Planned Land Use should be applied.

#### **4. METHOD OF APPORTIONMENT**

For each Fiscal Year, commencing Fiscal Year 2016-17, the CFD Administrator shall levy the Special Tax on all Taxable Property in accordance with the following steps:

Step 1: The Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property at 100% of the applicable Assigned Special Tax;

Step 2: If additional monies are needed to satisfy the Special Tax Requirement after Step 1 has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property up to 100% of the Maximum Special Tax for Undeveloped Property;

Step 3: If additional monies are needed to satisfy the Special Tax Requirement after the first two steps have been completed, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Provisional Property up to 100% of the Maximum Special Tax for Provisional Property;

Step 4: If additional monies are needed to satisfy the Special Tax Requirement after the first three steps have been completed, then the Special Tax amount determined in Step 1 shall be increased Proportionately on each Assessor's Parcel of Developed Property up to 100% of the Maximum Special Tax for Developed Property.

Notwithstanding the above, under no circumstances will the Special Tax levied in any Fiscal Year against any Assessor's Parcel of Residential Property for which an occupancy permit for private residential use has been issued be increased as a result of a delinquency or default in the payment of the Special Tax applicable to any other Assessor's Parcel within CFD No. 2016-1 by more than ten percent (10%) above what would have been levied in the absence of such delinquencies or defaults.

#### **5. COLLECTION OF SPECIAL TAXES**

Collection of the Annual Special Tax shall be made by the County in the same manner as ordinary ad valorem property taxes are collected and the Annual Special Tax shall be subject to the same penalties and the same lien priority in the case of delinquency as ad valorem taxes; provided, however, that the Council may provide for (i) other means of collecting the Special Tax, including direct billings thereof to the property owners; and (ii) judicial foreclosure of delinquent Annual Special Taxes.

## 6. PREPAYMENT OF SPECIAL TAX OBLIGATION

### A. Prepayment in Full

Property owners may prepay and permanently satisfy the Special Tax Obligation by a cash settlement with the City as permitted under Government Code Section 53344. The following definitions apply to this Section 6:

**“CFD Public Facilities Costs”** means \$3,200,000 or such lower number as (i) shall be determined by the CFD Administrator as sufficient to acquire or construct the facilities to be financed under the Act and financing program for CFD No. 2016-1, or (ii) shall be determined by the Council concurrently with a covenant that it will not issue any more Bonds (except refunding bonds).

**“Construction Fund”** means the fund (regardless of its name) established pursuant to the Indenture to hold funds, which are currently available for expenditure to acquire or construct the facilities or pay fees authorized to be funded by CFD No. 2016-1.

**“Future Facilities Costs”** means the CFD Public Facilities Costs minus (i) costs previously paid from the Construction Fund to acquire or construct the facilities, (ii) monies currently on deposit in the Construction Fund, and (iii) monies currently on deposit in an escrow or other designated fund that are expected to be available to finance CFD Public Facilities Costs.

**“Outstanding Bonds”** means all Previously Issued Bonds, which remain outstanding as of the first interest and/or principal payment date following the current Fiscal Year excluding Bonds to be redeemed at a later date with proceeds of prior Special Tax prepayments.

**“Previously Issued Bonds”** means all Bonds that have been issued prior to the date of prepayment.

The Special Tax Obligation applicable to an Assessor’s Parcel of Developed Property, or Undeveloped Property for which a Building Permit has been issued may be prepaid and the obligation to pay the Special Tax for such Assessor’s Parcel permanently satisfied as described herein, provided that a prepayment may be made with respect to a particular Assessor’s Parcel only if there are no delinquent Special Taxes with respect to such Assessor’s Parcel at the time of prepayment. An owner of an Assessor’s Parcel eligible to prepay the Special Tax Obligation shall provide the CFD Administrator with written notice of intent to prepay, and designate or identify the company or agency that will be acting as the escrow agent, if any. The CFD Administrator shall provide the owner with a statement of the Prepayment Amount for such Assessor’s Parcel within thirty (30) days of the request, and may charge a reasonable fee for providing this service. Prepayment must be made at least 60 days prior to any redemption date for the CFD No. 2016-1 Bonds to be redeemed with the proceeds of such prepaid Special Taxes, unless a shorter period is acceptable to the Trustee and the City.

The Prepayment Amount (defined below) shall be calculated for each applicable Assessor’s Parcel or group of Assessor’s Parcels as summarized below (capitalized terms as defined below):

Bond Redemption Amount  
plus Redemption Premium

plus Future Facilities Prepayment Amount  
plus Defeasance Amount  
plus Prepayment Administrative Fees and Expenses  
less Reserve Fund Credit  
less Capitalized Interest Credit  
Total: equals Prepayment Amount

As of the proposed date of prepayment, the Prepayment Amount (defined in Step 14 below) shall be calculated as follows:

**Step No.:**

1. Confirm that no Special Tax delinquencies apply to such Assessor's Parcel.
2. For Assessor's Parcels of Developed Property, determine the Maximum Special Tax. For Assessor's Parcels of Undeveloped Property for which a Building Permit has been issued, compute the Maximum Special Tax for that Assessor's Parcel as though it was already designated as Developed Property, based upon the Building Permit which has already been issued for that Assessor's Parcel.
3. Divide the Maximum Special Tax computed pursuant to paragraph 2 by the total expected Maximum Special Tax revenue for CFD No. 2016-1 assuming all Building Permits have been issued (build-out) within CFD No. 2016-1, excluding any Assessor's Parcels for which the Special Tax Obligation has been previously prepaid.
4. Multiply the quotient computed pursuant to paragraph 3 by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid for all applicable parcels and round that amount up to the nearest \$5,000 increment (the "Bond Redemption Amount").
5. Multiply the Bond Redemption Amount computed pursuant to paragraph 4 by the applicable redemption premium (expressed as a percentage), if any, on the Outstanding Bonds to be redeemed at the first available call date (the "Redemption Premium").
6. Compute the Future Facilities Costs.
7. Multiply the quotient computed pursuant to paragraph 3 by the amount determined pursuant to paragraph 6 to compute the amount of Future Facilities Costs to be prepaid (the "Future Facilities Prepayment Amount").
8. Compute the amount needed to pay interest on the Bond Redemption Amount from the first bond interest and/or principal payment date following the current Fiscal Year until the expected redemption date for the Outstanding Bonds which, depending on the Indenture, may be as early as the next interest payment date.
9. Compute the amount the CFD Administrator reasonably expects to derive from the reinvestment of the Prepayment Amount less the Future Facilities Prepayment Amount and the Prepayment Administrative Fees from the date of prepayment until the redemption date for the Outstanding Bonds to be redeemed with the prepayment.

10. Subtract the amount computed in paragraph 9 from the amount computed in paragraph 8 (the “Defeasance Amount”).

11. Calculate the administrative fees and expenses of CFD No. 2016-1, including the costs of computation of the prepayment, the costs to invest the prepayment proceeds, the costs of redeeming CFD No. 2016-1, and the costs of recording any notices to evidence the prepayment and the redemption (the “Prepayment Administrative Fees”).

12. If reserve funds for the Outstanding Bonds, if any, are at or above 100% of the reserve requirement (as defined in the Indenture) on the prepayment calculation date, a reserve fund credit shall be calculated as a reduction in the applicable reserve fund for the Outstanding Bonds to be redeemed pursuant to the prepayment (the “Reserve Fund Credit”). No Reserve Fund Credit shall be granted if, after the Prepayment Amount is calculated, reserve funds are below 100% of the reserve requirement.

13. If any capitalized interest for the Outstanding Bonds will not have been expended at the time of the first interest and/or principal payment following the current Fiscal Year, a capitalized interest credit shall be calculated by multiplying the quotient computed pursuant to paragraph 3 by the expected balance in the capitalized interest fund after such first interest and/or principal payment (the “Capitalized Interest Credit”).

14. The amount to prepay the Special Tax Obligation is equal to the sum of the amounts computed pursuant to paragraphs 4, 5, 7, 10, and 11, less the amounts computed pursuant to paragraphs 12 and 13 (the “Prepayment Amount”).

15. From the Prepayment Amount, the sum of the amounts computed pursuant to paragraphs 4, 5, and 10, less the amounts computed pursuant to paragraphs 12 and 13 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds or make Debt Service payments. The amount computed pursuant to paragraph 7 shall be deposited into the Construction Fund. The amount computed pursuant to paragraph 11 shall be retained by CFD No. 2016-1.

The Prepayment Amount may be sufficient to redeem an amount other than a \$5,000 increment of CFD No. 2016-1 Bonds. In such cases, the increment above \$5,000 or integral multiple thereof will be retained in the appropriate fund established under the Indenture to redeem CFD No. 2016-1 Bonds to be used with the next prepayment of CFD No. 2016-1 Bonds.

The CFD Administrator will confirm that all previously levied Special Taxes have been paid in full. With respect to any Assessor's Parcel for which the Special Tax Obligation is prepaid in full, once the CFD Administrator has confirmed that all previously levied Special Taxes have been paid, the Council shall cause a suitable notice to be recorded in compliance with the Act, to indicate the prepayment of the Special Tax and the release of the Special Tax lien on such Assessor's Parcel, and the obligation of the owner of such Assessor's Parcel to pay the Special Tax shall cease.

Notwithstanding the foregoing, no Special Tax prepayment shall be allowed unless the aggregate amount of Maximum Special Taxes less Administrative Expenses that may be levied on Taxable Property, respectively, after the proposed prepayment is at least 1.1 times the Debt Service on all Outstanding Bonds in each Fiscal Year.

## **B. Partial Prepayment**

The Special Tax on an Assessor's Parcel of Developed Property or Undeveloped Property for which a building permit has been issued may be partially prepaid. The amount of the prepayment shall be calculated as in Section 6.A.; except that a partial prepayment shall be calculated according to the following formula:

$$PP = (P_E - A) \times F + A$$

These terms have the following meaning:

PP = the partial prepayment

P<sub>E</sub> = the Prepayment Amount calculated according to Section 6.A

F = the percentage by which the owner of the Assessor's Parcel(s) is partially prepaying the Special Tax Obligation

A = the Prepayment Administrative Fees and Expenses from Section 6.A

The owner of any Assessor's Parcel who desires such partial prepayment shall notify the CFD Administrator of (i) such owner's intent to partially prepay the Special Tax Obligation, (ii) the percentage by which the Special Tax Obligation shall be prepaid, and (iii) the company or agency that will be acting as the escrow agent, if any. The CFD Administrator shall provide the owner with a statement of the amount required for the partial prepayment of the Special Tax Obligation for an Assessor's Parcel within sixty (60) days of the request and may charge a reasonable fee for providing this service.

With respect to any Assessor's Parcel that is partially prepaid, the City shall (i) distribute the funds remitted to it according to Section 6.A., and (ii) indicate in the records of CFD No. 2016-1 that there has been a partial prepayment of the Special Tax Obligation and that a portion of the Special Tax with respect to such Assessor's Parcel, equal to the outstanding percentage (1.00 - F) of the Maximum Special Tax, shall continue to be levied on such Assessor's Parcel.

Notwithstanding the foregoing, no partial prepayment shall be allowed unless the aggregate amount of Maximum Special Taxes less Administrative Expenses that may be levied on Taxable Property, respectively, after the proposed partial prepayment is at least 1.1 times the Debt Service on all Outstanding Bonds in each Fiscal Year.

## **7. TERM OF SPECIAL TAX**

The Special Tax shall be levied as long as necessary to meet the Special Tax Requirement for a period not to exceed forty (40) Fiscal Years commencing with Fiscal Year 2016-17, provided however that the Special Tax will cease to be levied in an earlier Fiscal Year if the CFD Administrator has determined that all required interest and principal payments on CFD No. 2016-1 bonds have been paid.

## **8. EXEMPTIONS**

The CFD Administrator shall classify as Exempt Property (i) Assessor's Parcels of Public Property, (ii) Assessor's Parcels of Property Owner Association Property, or (iii) Assessor's Parcels which are used as places of worship and are exempt from ad valorem property taxes because they are owned by a religious organization, and (iv) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement as determined reasonably by the CFD Administrator, provided that no such classification would reduce the sum of all Taxable Property in CFD No. 2016-1 to less than 193.0 Acres. Assessor's Parcels which cannot be classified as Exempt Property because such classification would reduce the sum of all Taxable Property in CFD No. 2016-1 to less than 193.0 Acres shall be classified as Provisional Property and will continue to be subject to the CFD No. 2016-1 Special Taxes accordingly. Tax exempt status for the purpose of this paragraph will be assigned by the CFD Administrator in the chronological order in which property becomes eligible for classification as Exempt Property.

If the use of an Assessor's Parcel of Exempt Property changes so that such Assessor's Parcel is no longer classified as one of the uses set forth in the first paragraph of Section 8 above that would make such Assessor's Parcel eligible to be classified as Exempt Property, such Assessor's Parcel shall cease to be classified as Exempt Property and shall be deemed to be Taxable Property.

## **9. INTERPRETATION, APPLICATION AND APPEAL OF SPECIAL TAX FORMULA AND PROCEDURES**

Any taxpayer who feels the amount of the Special Tax assigned to a Parcel is in error may file a notice with the Administrator appealing the levy of the Special Tax. The Administrator then will promptly review the appeal and, if necessary, meet with the applicant. If the Administrator verifies that the tax should be modified or changed, the Special Tax levy will be corrected and, if applicable in any case, a credit or refund will be granted.

Interpretations may be made by the City, without Resolution or Ordinance of the Council, for purposes of clarifying any vagueness or ambiguity as it relates to the Special Tax rate, the method of apportionment, the classification of properties, or any definition applicable to the CFD.

Without Council approval, the Administrator may make minor, non-substantive administrative and technical changes to the provisions of this document that do not materially affect the rate, method of apportionment, and manner of collection of the Special Tax for purposes of administrative efficiency or convenience or to comply with new applicable federal, state, or local law.

The City, upon request of an owner of land within the CFD which is not Developed Property, may also amend this RMA to reallocate the Special Tax applicable to such owner's land in a manner acceptable to the City, without Resolution or Ordinance of the Council, upon the affirmative vote of such owner and without the vote of owners of any other land within the CFD, provided such amendment (i) only affects the such owner's land, (ii) does not reduce the total annual Maximum Special Tax revenue for the CFD, and (iii) provides for a Special Tax distribution upon development of such land which is reasonably proportional and consistent with Special Tax rates shown in Table 1 (including escalations thereto) for similar land uses and is

compliant with the tax assessment loan exception contained in U.S. Treasury Regulation Section 1.141-5(d).



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

**A RESOLUTION OF THE GOVERNING BOARD OF THE NORTH SELMA  
SEWER FINANCING AUTHORITY, COUNTY OF FRESNO, STATE OF  
CALIFORNIA, DECLARING ITS INTENTION TO INCUR BONDED  
INDEBTEDNESS IN THE AMOUNT OF NOT TO EXCEED \$9,000,000 WITHIN  
PROPOSED CITY OF SELMA, COMMUNITY FACILITIES DISTRICT NO.  
2016-1 (NORTH SELMA SEWER MAIN PROJECT)**

**WHEREAS**, the Board of Directors (the “Board”) of the North Selma Sewer Financing Authority (the “Authority”) has received a petition (including consent and waiver) (the “Petition”) from the owners of certain property requesting the institution of proceedings for formation of a community facilities district pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the Government Code of the State of California (the “Act”); and

**WHEREAS**, the Board has adopted on the date hereof a resolution of intention (the “Resolution of Intention”) as provided in Section 53321 of the Act to establish a community facilities district known as “City of Selma, Community Facilities District No. 2016-1 (North Selma Sewer Main Project)” (the “Community Facilities District No. 2016-1” or the “District”) pursuant to the Act for the purpose of finance certain public facilities, services and incidental costs (generally, the “Facilities”), as more particularly described in said Resolution of Intention; and

**WHEREAS**, in order to finance the Facilities, the Board intends to authorize the issuance of bonds for the proposed district in the maximum aggregate principal amount of not to exceed \$9,000,000; and

**WHEREAS**, the repayment of the bonds of the District is to be secured by special taxes levied on taxable property in the District in accordance with Section 53328 of the Act, excluding those properties exempted from taxation, all as more particularly described in the rate and method of apportionment for the District set forth in Exhibit “C” to the Board’s Resolution of Intention; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the North Selma Sewer Financing Authority, as follows:

**Section 1.** The above recitals are true and correct.

**Section 2.** It is necessary to incur bonded indebtedness within the proposed boundaries of proposed Community Facilities District No. 2016-1 in the principal amount not to exceed \$9,000,000, to finance the costs of the Facilities, as permitted by the Act.

**Section 3.** The bonds for the District will be issued for the purpose of financing the costs of the Facilities, including, but not limited to, the funding of reserve funds for the bonds, the financing of costs associated with the issuance of the bonds and all other costs and expenses necessary to finance the Facilities which are permitted to be financed pursuant to the Act.

**Section 4.** It is the intent of the Board to authorize the sale of bonds for the District in the maximum aggregate principal amount of not to exceed \$9,000,000 within the proposed District and at a maximum interest rate not in excess of 12 percent per annum or such rate not in excess of the maximum rate permitted by law at the time the bonds are issued. The term of the bonds shall be determined pursuant to a

resolution of the Board acting in its capacity as the legislative body of the District authorizing the issuance of the bonds, but such term shall in no event exceed 40 years or such longer term as is then permitted by law.

**Section 5.** Except where funds are otherwise available, it is the intention of the Board to levy annually in accordance with procedures contained in the Act a special tax within the District (the “Special Tax”) sufficient to pay for the costs of financing the acquisition and/or construction of the Facilities. The Special Tax will be secured by recordation of a continuing lien against all non-exempt real property in the District. The Special Tax is based upon the cost of financing the Facilities, the demand that each parcel will place on the Facilities and the benefit (direct and/or indirect) received by each parcel from the Facilities.

**Section 6.** A public hearing (the “Hearing”) on the establishment of Community Facilities District No. 2016-1, the proposed rate and method of apportionment of the Special Tax and the proposed issuance of bonds to finance the Facilities shall be held on June 6, 2016, at 6:00 p.m., or as soon thereafter as practicable, at the council chambers of the City of Selma, 1710 Tucker Street, Selma, California 93662. Should the Board determine to form the District, a special election will be held within the District to authorize the issuance of bonds and the levy of the Special Tax in accordance with the procedures contained in Government Code Section 53326. If held, the proposed voting procedure at the election will be a landowner vote with each landowner who is the owner of record of land within the District at the close of the Hearing, or the authorized representative thereof, having one vote for each acre or portion thereof owned within the District. Ballots for the special election may be distributed by mail or by personal service.

**Section 7.** At the time and place set forth above for the Hearing, any interested person, including all persons owning lands or registered to vote within the proposed District, may appear and be heard.

**Section 8.** The Secretary is hereby directed to publish a notice (“Notice”) of the Hearing pursuant to Section 6061 of the Government Code in a newspaper of general circulation published in the area of the proposed District. Such Notice shall contain the text or a summary of the Resolution of Intention, state the time and place of the Hearing, a statement that the testimony of all interested persons or taxpayers will be heard, a description of the protest rights of the registered voters and landowners in the proposed District as provided in Section 53324 of the Act and a description of the proposed voting procedure for the election required by the Act. Such publication, unless waived, shall be completed at least seven (7) days prior to the date of the Hearing.

**Section 9.** The officers, employees and agents of the Authority are hereby authorized and directed to take all actions and do all things which they, or any of them, may deem necessary or desirable to accomplish the purposes of this Resolution and not inconsistent with the provisions hereof.

**Section 10.** This Resolution shall take effect from and after the date of its passage and adoption.

The foregoing Resolution was duly approved by the Board of Directors of the North Selma Sewer Financing Authority at regular meeting held on May 2, 2016, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Chairperson

ATTEST:

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Secretary

**PETITION TO CREATE A  
COMMUNITY FACILITIES DISTRICT  
(Including Waivers)**

May 2, 2016

Board of Directors of the  
North Selma Sewer Financing Authority  
1710 Tucker Street  
Selma, CA 93662

Members of the Board:

This is a petition to create a community facilities district and related matters (the "Petition") submitted pursuant to the Mello-Roos Community Facilities Act of 1982 (Sections 53311 and following of the California Government Code) (the "Act").

1. Petitioners. This Petition is submitted by the undersigned (the "Petitioner") to the North Selma Sewer Financing Authority (the "Authority") with respect to the parcels of land identified by Assessor Parcel Numbers below (the "Property"). The Petitioner warrants that it is the legal owner of the fee simple interest in the Property (the "Property Owner") or is legally authorized to act on such Property Owner's behalf. The Petitioner warrants to the Authority that the submission of this Petition and participation in the Authority's proceedings under the Act will not constitute a violation or event of default under any existing financing arrangement in any way affecting the Property Owner and such Property, including any "due-on-encumbrance" clauses under any existing deeds of trust secured by the Property. As a part of this Petition, the Petitioner agrees, at its expense, to supply to the Authority current title evidence identifying the exact ownership of the Property and showing all encumbrances liens and other matters of record.

2. Request to Institute Proceedings. The Board of Directors is hereby requested to undertake proceedings under the Act to create a community facilities district to be designated "City of Selma, Community Facilities District No. 2016-1 (North Selma Sewer Main Project)" (the "CFD") to levy special taxes in the CFD pursuant to a Rate and Method of Apportionment of Special Tax (the "Rate and Method") to be prepared by the Authority, and to authorize the issuance of special tax bonds for the CFD in an amount to be determined during the formation proceedings.

3. Boundaries of CFD. The Petitioner hereby asks that the territory within the boundaries of the CFD include those parcels of real property identified by Fresno County Assessor Parcel numbers listed below.

4. Purpose of CFD. The CFD shall be created for the purpose of financing the facilities and services generally described in Exhibit A attached hereto and incorporated herein by reference (the "Facilities").


5. Elections. The Petitioner hereby asks that the special election to be held under the Act to

authorize the special taxes and the issuance of the bonds and to establish an appropriations limit for the CFD be consolidated into a single election and that the election be conducted by the Authority and its officials using mailed or hand-delivered ballots, and that such ballots be opened and canvassed and the results certified at the same meeting of the Board of Directors as the public hearings on the CFD under the Act or as soon thereafter as possible.

6. Waivers. To expedite the completion of the proceedings for the CFD, all notices of hearings (other than published notices required under the Act) and all notices of election, applicable waiting periods under the Act for the election and all ballot analyses, tax rate statements and arguments for the election are hereby waived. The Petitioner also hereby waives any requirement as to the specific form of the ballot to be used for the election, whether under the Act, the California Elections Code or otherwise.

By executing this Petition the Petitioner hereby agrees to all of the above. This Petition may be executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.

The name of the owner of record of such property and the petitioner and its mailing address is:

By:   
Name: Larry Raven  
Title: Property Owner, individually and as authorized representative of the Larry and Patricia Raven Living Trust and joint title holders

The address of the above owner for receiving notices and ballots is:

3504 E. Huntington Blvd.  
Fresno, CA 93702

The Property that is subject to this Petition is:

<u>Assessor Parcel No(s):</u>	<u>Acreage</u>
358-120-65	13.40
358-120-42	25.83
358-120-51	32.25
358-021-18	13.40
358-021-37	20.00



**PETITION TO CREATE A  
COMMUNITY FACILITIES DISTRICT  
(Including Waivers)**

May 2, 2016

Board of Directors of the  
North Selma Sewer Financing Authority  
1710 Tucker Street  
Selma, CA 93662

Members of the Board:

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authorize the special taxes and the issuance of the bonds and to establish an appropriations limit for the CFD be consolidated into a single election and that the election be conducted by the Authority and its officials using mailed or hand-delivered ballots, and that such ballots be opened and canvassed and the results certified at the same meeting of the Board of Directors as the public hearings on the CFD under the Act or as soon thereafter as possible.

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358-120-65	13.40
358-120-42	25.83
358-120-51	32.25
358-021-18	13.40
358-021-37	20.00

**CITY OF SELMA  
WORKSHOP/PRE-COUNCIL MEETING  
APRIL 18, 2016**

The Workshop/ pre-Council meeting of the Selma City Council was called to order at 5:00 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, Risk Management Counsel David Overstreet 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.

**ADDITION TO THE AGENDA:** City Attorney Costanzo reported that an item had been brought to the City's attention after the agenda had been posted that needs to be taken care of immediately. After discussion motion to add one item of pending litigation pursuant to Government Code Section 54956.9; City of Selma v. Bill Nelson General Engineering Construction, Inc.; Merchants Bonding Co. to the executive session was made by Council member Derr, and seconded by Council member Rodriguez. Motion carried with the following vote:

Ayes:	Derr, Rodriguez, Montijo, Avalos, Robertson
Noes:	None
Abstain:	None
Absent:	None

**EXECUTIVE SESSION:** At 5:02 p.m., Mayor Robertson recessed the meeting into Executive Session to discuss the following: one case of pending litigation pursuant to Government Code Section 54956.9; City of Selma V. Bill Nelson General Engineering Construction, Inc.; Merchants Bonding Co.; and Does 1 to 100, Case No.15CECG01446; and one item of Public Employee Performance Evaluation Title City Manager.

The meeting reconvened at 5:51 p.m., with City Attorney Costanzo announcing that the City Council and Ken Grey have entered into an agreement in closed session. The agreement provides that Ken Grey will be stepping down as City Manager effective July 20, 2016. On that date, Ken Grey will be moving into a new position with the City as Community Development Projects Director. In that new position, Ken Grey will be acting as an independent contractor. He will have oversight and supervision over implementation of a number of pending development projects that have been put in place during his tenure as City Manager. Ken Grey's transition from the City Manager position to Community Development Projects Director is the result of a mutual agreement between the Council and Mr. Grey which has been made for reasons that relate both to personal considerations of Ken Grey and effective operations of the City of Selma. As City Manager Ken Grey has accomplished the goals set for him in that position. In his new position, Ken Grey will retain control over the numerous projects that were initiated while he was City Manager and begin a transition to retire ultimately to private industry. The City will be announcing



the opening of the City Manager position and will begin soliciting applicants to fill that position.

He further stated that Council voted to approve this agreement with a 4- 1vote, with Council member Rodriguez voting no.

Council wished him well in his endeavors, and thanked him for his service.

**ADJOURNMENT**: There being no further business, the meeting was adjourned at 5:56 p.m.

Respectfully submitted,

Reyna Rivera  
City Clerk

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Scott Robertson  
Mayor of the City of Selma

**CITY OF SELMA  
REGULAR COUNCIL MEETING  
April 18, 2016**

The regular meeting of the Selma City Council was called to order at 6:02 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, Community Services Director Kirchner, Finance Manager Moreno, Fire Chief Kain, Police Chief Garner, Public Works Director Shiplee, 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.

**SPECIAL NEEDS RESOURCE SERVICES PRESENTATION:** Fernando and Xochilt Santoyo stepped forward and provided a PowerPoint presentation regarding the implementation of a special needs program that they assisted in establishing in Madera.

**GANG VIOLENCE UPDATE:** Police Chief Garner provided a PowerPoint presentation updating Council on gang violence in Selma. He discussed gang injunctions, provided an overview on gangs in Selma, and current gang prevention methods that are in place.

**ORAL COMMUNICATIONS:** Ms. Victoria Delgadillo, 2029 Alton Street stepped forward to discuss an issue with PG&E.

Ms. Jeannette Ontiveros, stepped forward to discuss special needs resource services in Selma.

Mr. John Zapata, 2529 Rodeo stepped forward to comment on the Gang Violence Update presentation by Chief Garner and stated that he does not think Selma has a problem with gangs. He also discussed the tenants that he has on Wright Street and stated that he has issued a notice to vacate at the property of 3814 Wright Street.

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

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

- a. Minutes of the March 28, 2016 Special meeting approved as read.
- b. Pulled for separate discussion.
- c. Pulled for separate discussion.
- d. Minutes of the April 8, 2016 Special meeting approved as read.
- e. Pulled for separate discussion.

**AGENDA ITEM 1.b. & 1.c. CONSIDERATION AND NECESSARY ACTION ON MINUTES OF THE APRIL 4, 2016 WORKSHOP/PRE-COUNCIL MEETING & REGULAR MEETING:** Council member Rodriguez stated that he requested these items for separate consideration due to his absence, and that he would be abstaining from voting on the minutes. Council member Derr motioned to approve agenda items 1.b. and 1.c. as written. Mayor Pro Tem Avalos seconded the motion and it carried with the following vote:

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

**AGENDA ITEM 1.e. CONSIDERATION AND NECESSARY ACTION ON CHECK REGISTER DATED APRIL 12, 2016:** After discussion, motion to approve Check Register Dated April 12, 2016 was made by Council member Montijo and seconded by Council member Rodriguez. Motion carried with the following vote:

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

**CONSIDERATION AND NECESSARY ACTION ON RESOLUTION APPROVING AND ADOPTING LOCAL GOALS AND POLICIES FOR COMMUNITY FACILITIES DISTRICTS:** City Attorney Costanzo reported on the matter for Council.

Mr. Eric Scriven, of NHA Advisors stepped forward and provided a PowerPoint presentation that detailed the procedures for the establishment of a community facilities district.

After discussion, motion was made by Council member Rodriguez to approve RESOLUTION NO. 2016-16R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA APPROVING AND ADOPTING LOCAL GOALS AND POLICIES FOR COMMUNITY FACILITIES DISTRICTS. Mayor Pro Tem Avalos seconded the motion, and the motion carried with the following vote:

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

**CONSIDERATION AND NECESSARY ACTION ON PROCEEDING WITH PLACEMENT OF A GENERAL OBLIGATION IMPROVEMENT BOND, OR PARCEL TAX ON THE NOVEMBER 8, 2016, BALLOT, AND RETENTION OF SURVEYING OR PUBLIC RELATIONS FIRMS TO GAUGE VOTER SENTIMENT FOR FUNDING OF CONSTRUCTION OF A NEW POLICE STATION:** City Attorney Costanzo reported on the matter, and explained that staff is requesting guidance on how to proceed with funding for the construction of a new police station. He provided several options for Council to discuss.

After much discussion, City Attorney Costanzo asked that Council consider requesting bids from public relations firms to gauge voter sentiment for funding of construction of a new police station to allow the process to continue to forward.

After further Council discussion, motion to request bids from public relations firms for the retention of surveying to gauge voter sentiment for funding of construction of a new police station was made by Council member Rodriguez and seconded by Council member Montijo. Motion carried with the following vote:

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

**CONSIDERATION AND NECESSARY ACTION ON REQUEST FROM SIKH CENTER OF THE PACIFIC COAST TO WAIVE FEES FOR A CONDITIONAL USE PERMIT:** City Manager Grey reported that this item was being brought back at Council's request. He provided the requested background information on past waivers for religious organizations.

Mr. Gurnek Nagra and Mr. Harvey Singh stepped forward in favor of the fee waiver and if that was not possible suggested a partial waiver.

After much Council discussion, Council member Rodriguez motioned to deny the fee waiver. Council member Derr seconded the motion, and it carried with the following vote:

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

**CONSIDERATION AND NECESSARY ACTION ON RESOLUTION RATIFYING  
AGREEMENT EXECUTED BY CITY MANAGER TO PERMIT LIMITED**

**DEVELOPMENT ON PROPERTY IN PROCESS OF ANNEXATION:** After much discussion, motion to approve RESOLUTION NO. 2016 – 17R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA RATIFYING AGREEMENT BETWEEN COUNTY OF FRESNO AND CITY OF SELMA TO PERMIT LIMITED DEVELOPMENT OF PROPERTY IN PROCESS OF ANNEXATION TO THE CITY OF SELMA was made by Council member Rodriguez and seconded by Council member Montijo. Motion carried with the following vote:

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

**DEPARTMENTAL REPORTS:** City Manager Grey reported on the annual Mosquito Abatement report from Mr. Pete Esraelian.

Fire Chief Kain announced that the new fire engine was outside for everyone to view after the meeting.

Community Services Director Kirchner invited everyone to see the play at the Arts Center.

**COUNCIL REPORTS:** Council member Derr reported on attending the following: Arambula Election Celebration, Arts Council meeting, Sikh Event, Rotary interviews.

Council member Montijo reported on the SKF meeting, and discussed an upcoming Church event.

Mayor Pro Tem Avalos reported on assisting with the campaign of Joaquin Arambula, attending the Sikh Event, and a youth basketball game.

Mayor Robertson requested a status update regarding a citizen complaint at 2146 Maple Street. Police Chief Garner discussed that there was no further development. Mayor Robertson discussed the refuse and materials placed on the ditch banks. He also reported on the following events: Neighborhood Watch meeting at the Police Department, Relay

for Life meeting, and the SPOA sponsored Bike Giveaway at the Nebraska Apartments. He thanked the Public Works Department for the Shafter Park restrooms.

**ADJOURNMENT:** There being no further business, the meeting was adjourned at 8:26 p.m.

Respectfully submitted,

Reyna Rivera  
City Clerk

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Scott Robertson  
Mayor of the City of Selma

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

**May 2, 2016**

**ITEM NO:** 2.c.

**SUBJECT:** Declaring Surplus and Sale, Donation or Disposal of City Property

**DISCUSSION:** The City of Selma Public Works Department is requesting Council's approval to declare as surplus the vehicle list attached hereto as "Exhibit A", and to authorize the sale, donation or disposal of said vehicles/equipment as prescribed by law.

The use of the street sweeper is no longer cost-effective for the City, and will be disposed of.

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

**RECOMMENDATION:** Approve Declared Surplus Vehicle List and Authorize the Sale, Donation or Disposal of City Property.

  
Ken Grey, City Manager

4-27-2016  
Date

Exhibit "A"

Vehicle Surplus May 2016

<b>VEH #</b>	<b>USE</b>	<b>YEAR</b>	<b>DESCRIPTION</b>	<b>LICENSE</b>
1314	STREET SWEEPER	2006	ELGIN SWEEPER	1216403



**RESOLUTION NO. 2016 - R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA  
DECLARING CERTAIN VEHICLES/EQUIPMENT SURPLUS AND  
AUTHORIZING THEIR SALE, DONATION OR DISPOSAL**

**WHEREAS**, the Public Works Department has declared certain vehicles/equipment to be surplus. A list of said vehicles/equipment is attached hereto as "Exhibit A".

**NOW, THEREFORE, BE IT RESOLVED** that the City Manager is authorized and directed to declare said "Exhibit A" as surplus.

**BE IT FURTHER RESOLVED** that the City Manager is directed to sell, donate or dispose of the surplus as prescribed by law.

**BE IT FURTHER RESOLVED** that the City Manager and City Clerk are authorized to sign all necessary papers/documents for the sale, donation or disposal of the above mentioned vehicles/equipment.

The foregoing Resolution was duly adopted by the Selma City Council at a regular meeting held on the 2<sup>nd</sup> day of May, 2016 by the following vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

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Scott Robertson  
Mayor of the City of Selma

ATTEST:

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Reyna Rivera  
City Clerk

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ITEM NO: 2.d.

SUBJECT: **Consideration and necessary action on Resolution Supporting and Implementing AB 102 "Timely Use" Project Delivery Schedules for Federal Transportation Project Selection Federal Transportation Act.**

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**DISCUSSION:** Approval of AB 1012 requires that both State and Federal funds be used in a "timely" manner. In order to avoid losing any Federal or State funds to our Region, the "use it or lose it" requirement of AB 1012 place local governmental agencies in a position that they must be able to deliver their projects on time as proposed and as programmed within the Federal Transportation Improvement Program (FTIP).

Since the issue of "timely project delivery" is so important, the CMAQ Scoring Committee may take into consideration, as a part of a project's "subjective" evaluation score (20-Points), each local agency's ability to deliver projects timely. Each agency must be able to assure that their projects can be delivered timely. Therefore the attached Resolution is required.

Staff has applied under CMAQ funding for a street sweeper. Under RSTP staff has applied for reconstruction of Nebraska from 43 to Mitchell; Floral from Railroad crossing to McCall; and major arterial street rehabilitations.

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

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**RECOMMENDATION:** Consider approving Resolution supporting and implementing timely use of funding.

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Ken Grey, City Manager
 Date

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

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

**RESOLUTION NO. 2016 – \_\_\_R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA  
SUPPORTING AND IMPLEMENTING AB 1012 “TIMELY USE OF FUNDS”  
PROJECT DELIVERY SCHEDULES FOR FEDERAL TRANSPORTATION  
PROJECT SELECTION FEDERAL TRANSPORTATION ACT: MAP-21**

**WHEREAS**, AB 1012 has been enacted into State Law, in part to provide for the “timely use” of Stated and Federal funding; and

**WHEREAS**, the City of Selma (City) is able to apply for and receive Federal and State funding under the Federal Transportation Act; and

**WHEREAS**, The City is also able to apply for and receive Federal and State funding under the Regional Surface Transportation Program; and

**WHEREAS**, The City is also able to apply for and receive Federal and State funding under the Congestion Mitigation and Air quality Improvement Program (CMAQ);and

**WHEREAS**, the City desires to ensure that its projects are delivered in a timely manner to preclude the Fresno Region from losing those funds for non-delivery; and

**WHEREAS**, it is understood by the City that failure for not meeting project delivery dates for any phase of a project may jeopardize federal or state funding to the Region; and

**WHEREAS**, the City must demonstrate dedicated and available local matching funds;

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council hereby agrees to ensure that all project delivery deadlines for all project phases will be met or exceeded.

**BE IT FURTHER RESOLVED** that failure to meet project delivery deadlines may be deemed as sufficient cause for the Fresno Council of Governments Policy Board to terminate an agency’s project and reprogram Federal/State funds as deemed necessary.

**BE IT FURTHER RESOLVED** that the City Council does direct its management and engineering staffs to ensure all projects are carried out in a timely manner, as per the requirement of AB 1012 and the directive of the City Council.

\* \* \* \* \*

I, Reyna Rivera, City Clerk to the City of Selma do hereby certify that the foregoing Resolution was approved at a regular meeting of the City Council of the City of Selma on the 2<sup>nd</sup> day of May, 2016 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

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Scott Robertson  
Mayor of the City of Selma

ATTEST:

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Reyna Rivera  
City Clerk of the City of Selma

## Check Register Report

agenda item 2.e

Date: 04/25/2016

Time: 2:06 pm

Page: 1

City of Selma

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>UNION BANK Checks</b>							
66886	04/14/2016	Printed		10180.350	ALERT-O-LITE	TRAFFIC ZONE-ARRANTS	1,684.24
66887	04/14/2016	Printed		10180.776	ALEJANDRO ALVAREZ	POST PLAN IV PER DIEM	160.00
66888	04/14/2016	Printed		10180.801	ROMEY ALVAREZ	POST PLAN IV PER DIEM	160.00
66889	04/14/2016	Printed		10100.383	ANTHEM BLUE CROSS	AMBULANCE OVERPAYMENT REIMB	781.78
66890	04/14/2016	Printed		10100.384	ANTHEM BLUE CROSS	AMBULANCE OVERPAYMENT REIMB	239.00
66891	04/14/2016	Printed		10199.409	ASSOCIATION OF THE UNITED	ARTS CENTER CONCERT	300.00
66892	04/14/2016	Printed		10340.385	AT&T MOBILITY	TELEPHONE-MDT'S	1,663.93
66893	04/14/2016	Printed		10210.255	BANNER PEST CONTROL INC	PEST CONTROL	60.00
66894	04/14/2016	Printed		10230.130	BENNETT & BENNETT, INC.	MISC IRRIGATION SUPPLIES	51.09
66895	04/14/2016	Printed		10230.300	BEST UNIFORMS	FIRE REVOLVING ACCT	236.97
66896	04/14/2016	Printed		10310.455	CALIFORNIA WATER SERVICE	WATER SERVICE	5,074.48
66897	04/14/2016	Printed		10322.138	CALVIVA HEALTH	AMBULANCE OVERPAYMENT REIMB	119.25
66898	04/14/2016	Printed		10300.815	CENTRAL SAN JOAQUIN VALLEY RMA	2015/2016 4TH QTR DEPOSIT	155,038.00
66899	04/14/2016	Printed		11910.806	CITY OF SANGER FIRE DEPARTMENT	CONSULTING FOR IGT	1,563.75
66900	04/14/2016	Printed		10360.045	CLAY MIX LLC	SENIOR CENTER REPAIR	143.41
66901	04/14/2016	Printed		10364.494	COLLECTIBLES MGMT RESOURCES	COLLECTION FEES	17,415.23
66902	04/14/2016	Printed		10370.953	COOL AIR SPECIALTY	REPLACED THERMOSTAT-CH FINANCE	170.00
66903	04/14/2016	Printed		10430.071	DEPARTMENT OF JUSTICE	FINGERPRINTS	787.00
66904	04/14/2016	Printed		10460.320	DSJ ARCHITECTS INC	NEW PD STATION AGREEMENT	6,640.00
66905	04/14/2016	Printed		10580.694	ESQUIRE DEPOSITION SOLUTIONS	ARRANTS STORM DRAIN FAILURE	694.45
66906	04/14/2016	Printed		10630.218	FINE PRINT	ARRANTS ST STORM DRAIN	71.43
66907	04/14/2016	Printed		10670.270	FRESNO CO TREASURER-SHERIFF	CRIME SCENE INVESTIGATION	1,518.48
66908	04/14/2016	Printed		10670.583	FRUSA EMS	AMBULANCE BILLING	5,901.42
66909	04/14/2016	Printed		11040.176	MAGNOLIA S. JIMENEZ GALLARDO	PHLEBOTOMY SERVICE 16-1293	100.00
66910	04/14/2016	Printed		10710.617	GREG GARNER	PER DIEM -POST PLAN IV	195.00
66911	04/14/2016	Printed		10720.010	GATEWAY ENGINEERING, INC.	FLORAL AVE IMPROVEMENTS	12,695.00
66912	04/14/2016	Printed		10820.020	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 4/6/16	1,481.64
66913	04/14/2016	Printed		10820.020	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 3/23/16	1,952.92
66914	04/14/2016	Printed		10820.020	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 3/30/16	1,678.95
66915	04/14/2016	Printed		10820.020	HEALTHEDGE ADMINISTRATORS INC.	ADMINISTRATIVE FEES	647.85
66916	04/14/2016	Printed		10820.034	HEALTHWISE SERVICES	KIOSK MEDICAL WASTE	150.00
66917	04/14/2016	Printed		10820.702	HEWLETT-PACKARD FINANCIAL	LEASES	10,759.58
66918	04/14/2016	Printed		10970.773	INTERWEST CONSULTING GROUP INC	PLAN CHECK	1,020.00
66919	04/14/2016	Printed		11040.619	JERRY DEWAYNE JONES	INSTRUCTOR 1A	600.00
66920	04/14/2016	Printed		11220.027	LEE CENTRAL CALIFORNIA	LEGAL NOTICES	252.10
66921	04/14/2016	Printed		11250.630	LOSS PROTECTION AND	MONTHLY SERVICE OF CONTAINERS	110.00
66922	04/14/2016	Printed		11270.393	CEASAR LUNA	CCI CONF CLASS PARTIAL REIMB	175.00
66923	04/14/2016	Printed		11340.800	METRO UNIFORM	UNIFORM SHIRTS -PD	86.87
66924	04/14/2016	Printed		11360.424	STEVE MOGLIA	ARRANTS STREET PHOTOGRAPHY	700.00
66925	04/14/2016	Printed		11365.099	STEPHEN G MUIR	ARRANTS STORM DRAIN SURVEY	27,105.50
66926	04/14/2016	Printed		11530.100	OFFICE DEPOT, INC.	OFFICE SUPPLIES	437.20
66927	04/14/2016	Printed		11579.027	OVERSTREET & ASSOCIATES	ATTORNEY FEES-ARRANTS STORM DR	18,366.71
66928	04/14/2016	Printed		11620.715	MATTHEW PETERS	PER DIEM	300.00
66929	04/14/2016	Printed		11640.800	PITNEY BOWES INC.	POSTAGE MACHINE INK	71.15
66930	04/14/2016	Printed		11820.500	GERALD REESER	REIMB FOR HOTEL-RESCUE SYSTEMS	618.00
66931	04/14/2016	Printed		11910.761	SAN JOAQUIN VALLEY AIR	GENERATOR PERMIT-FD	84.00

# Check Register Report

Date: 04/25/2016

Time: 2:06 pm

Page: 2

City of Selma

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>UNION BANK Checks</b>							
66932	04/14/2016	Printed		11945.298	SELMA DISPOSAL	GARBAGE-MARCH 2016	111,301.85
66933	04/14/2016	Printed		11975.624	STERICYCLE, INC.	SERI-SAFE OSHA COMPLIANCE	110.83
66934	04/14/2016	Printed		11985.154	SUNRUN SOLAR	REFUND PERMIT 15-0638	655.96
66935	04/14/2016	Printed		12029.105	THE HARTFORD	2015-16 EMP. DISHONESTY POLICY	2,589.00
66936	04/14/2016	Printed		12050.254	TOWNSEND PUBLIC AFFAIRS	GRANT APPLICATION	2,500.00
66937	04/14/2016	Printed		12060.210	TRANS UNION CORPORATION	PRE EMPLOYMENT CREDIT	13.54
66938	04/14/2016	Printed		12060.924	TSI INCORPORATED	SCBA CLEAN AND CALIBRATE	812.36
66939	04/14/2016	Printed		12072.972	TYCO INTEGRATED SECURITY LLC	ALARM SERVICES	2,449.42
66940	04/14/2016	Printed		12080.180	TYLER TECHNOLOGIES, INC.	ANNUAL MAINTENANCE AGREEMENT	620.71
66941	04/14/2016	Printed		12090.145	TYMCO INC	NEW STREET SWEEPER DOWN PYMNT	50,000.00
66942	04/14/2016	Printed		12160.116	UNITED HEALTHCARE	AMBUALNCE OVERPAYMENT REIMB	906.46
66943	04/14/2016	Printed		12310.036	BYRON WALKER	PIANO -HEATHERS AUDITION	160.00
66944	04/14/2016	Printed		12160.117	MARIA ZARAGOZA	SHELTER REIMBURSEMENT	40.00

**Total Checks: 59**

**Checks Total (excluding void checks): 452,221.51**

**Total Payments: 59**

**Bank Total (excluding void checks): 452,221.51**

**Total Payments: 59**

**Grand Total (excluding void checks): 452,221.51**



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

**May 2, 2016**

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**ITEM NO:** 3.

**SUBJECT:** Consideration and Necessary Action on Proceeding with Placement of a General Obligation Improvement Bond, or Parcel Tax on the November 8, 2016, Ballot, and Retention of Surveying or Public Relations Firms to Gauge Voter Sentiment for Funding of Construction of a New Police Station.

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**DISCUSSION:** The City is considering developing a new Police Station building, a project that is estimated to cost approximately \$8,000,000 for construction and an additional \$1,000,000 for furnishings and equipment for the facility. The City is in the process of pursuing a budget allocation through the State, for partial funding of this project; but, the amount of funding being sought or potentially available is substantially less than the estimated cost of this project. Specifically, if the City is successful in obtaining a budget allocation, the most that it can likely receive in that process is one-half of the construction costs, or \$4,000,000. Accordingly, even if the City is successful in obtaining the budget allocation, substantially more is required to fund the construction of this project.

Realistically, there are only two options that would generate the needed funding: (1) Issuance of a General Obligation Bond; or (2) Imposition of a parcel tax which would be used to fund a bond issuance.

Each option requires the imposition of a tax against real property which, in turn, under Proposition 218, necessarily requires voter approval. A General Obligation Bond would be based upon establishing a new revenue source through an ad valorem property tax which would provide the revenue stream necessary to fund the repayment of a General Obligation Improvement Bond. The same objective can be accomplished by the imposition of a parcel tax and issuance of bonds based upon the revenue stream created by the parcel tax. In either case, the parcel tax or property tax needed to fund the improvement bonds must be approved by the voters at an election.

The General Election is November 8, 2016. The City may place a measure on the ballot by adopting a resolution stating what the measure does, in this case placing a tax on real property in the City, and which directs that the measure be placed on the ballot. That resolution must be adopted and provided to the County Election Officer 88 days before the election or, no later than August 12, 2016. Because either a General Obligation Bond and ad



valorem taxes or a parcel tax funded bond issuance also requires the adoption of an ordinance by the City Council which is to be approved by the voters at the election, in addition to the resolution placing a measure on the ballot, the City must adopt an ordinance to pursue either of these funding options. Adoption of an ordinance, of course, requires two meetings that are at least ten days apart, with the second meeting being based upon at least ten days published notice. Accordingly, to place a parcel tax or ad valorem property tax necessary to provide the revenue source for repayment of either a General Obligation or other bond issuance the City would need to have an ordinance in place on or before August 12, 2016 which means that it would need to adopt the ordinance prior to adopting a resolution placing approval of the ordinance on the ballot. To ensure that it is timely adopted so as to be presented to the election office on or before August 12, 2016, the City Council would need to begin the process of adopting that ordinance **no later than July 5**, so it can be adopted by July 19. Once the ordinance is in place, the City could then proceed to adopt a resolution placing approval of the ordinance on the ballot. Adoption of the resolution placing approval of the ordinance on the ballot needs to be conducted as a public hearing which requires ten days published notice as well which could be theoretically accomplished in the last week of July prior to the August 2, 2016, first regular meeting in August.

Both an ad valorem property tax and a special tax or parcel tax to be used as a revenue source for the funding of bonds to be issued by the City would require a two-thirds voter approval (67%). Because the threshold for voter approval is so high, and the placement of a ballot measure is a significant cost to the City, if the City wishes to pursue either of these options for funding a new police station, the City should consider retaining the appropriate professional in order to gauge voter sentiment concerning the proposed tax. In order to gauge voter sentiment concerning the proposed tax, one would need to know how much of a tax is being imposed on specific property. We have already procured rough estimates of the minimum and maximum tax to be imposed, based both upon the borrowing of the full amount of funding needed to construct and equip the police station (\$9,000,000) and based upon the amount that would be required if the City is able to procure funding through a budget appropriation from the State (\$5,000,000). Attached is a Memorandum prepared by NHA Advisors which shows these amounts. In essence, if only \$5,000,000 is necessary, an average tax on real property to fund a general obligation bond would be approximately \$26.00 per year on each \$100,000 in assessed value and a special parcel tax would be around \$50.00 per year. For a bond that funds the entire cost of the project (\$9,000,000) the average tax needed for a General

Obligation Bond would be approximately \$47.00 for each \$100,000 in assessed value per year and for a special parcel tax, approximately \$92.00.

It is now May 2<sup>nd</sup>, and the conduct of a survey or polling to gauge voter sentiment to determine whether a ballot measure is even a viable funding option, would take approximately 30 days. The City would need to retain the appropriate public relations or other professional to conduct that survey or polling and compile the data and provide it to the City at least by early June. This can be paid by the City prior to placing the item on the ballot; however, once the matter is placed on the ballot, the City is prohibited from expending any money advancing the approval or adoption of the measure by the voters. It can only provide neutral educational facts to the voters, by use of City resources and money, after the measure is placed on the ballot.

<b><u>COST</u></b>		<b><u>BUDGET IMPACT</u></b>
\$22,000 - \$26,000		\$22,000 - \$26,000
<b><u>FUNDING</u></b>		<b><u>ON-GOING COST</u></b>
Police Infrastructure funding		None

**RECOMMENDATION:** If the Council wishes to pursue placing a General Obligation Bond or parcel tax approval on the ballot for November, it is recommended that an appropriate public relations firm be retained in order to gauge voter sentiment and likely approval or passage of the measure before acting to actually place it on the ballot. Council consider the bid from Godbe Research firm for the purpose of gauging whether the voters would approve the Bond by the required two-thirds vote. If Council wishes to pursue either of these options for funding its police station.

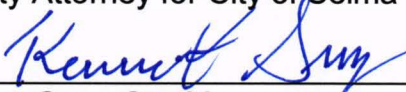
**ATTACHMENTS:**

Date: April 27, 2016

/s/ Neal E. Costanzo

Neal E. Costanzo  
City Attorney for City of Selma

Date: 4-27, 2016

  
Ken Grey, City Manager



GODBE RESEARCH  
Gain Insight

## **PROPOSAL TO CONDUCT A REVENUE MEASURE FEASIBILITY SURVEY**

Presented to the City of Selma

April 26, 2016

## **GODBE RESEARCH EXPERIENCE**

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Godbe Research, a State of California certified small business (SBE), was founded in January of 1990. The firm is a full-service public opinion research and revenue measure feasibility study agency that offers its clients extensive experience in public opinion research for ballot and revenue measure feasibility, property owner assessment feasibility, community needs assessments, resident and voter priorities, public education and outreach strategies, strategic and general planning efforts, resident and user satisfaction, public sector marketing efforts, and other customized client needs. Our offices in Burlingame, CA (Corporate/California), Reno, NV (Southwest), and Bellevue, WA (Northwest) house a staff of highly trained and experienced researchers and a commitment to providing superior quality research and client services.

The firm has been employed by public and private sector clients, throughout the United States and internationally, and the combined expertise of the Godbe Research team spans over 50 years in the field of public opinion research. Our Team consists of the President (Bryan Godbe), Vice President (Charles Hester), and a staff of Senior Research Managers, Senior Statistical Analysts, Research Analysts, and Research Associates. Each team member has the education and experience commensurate with their position at Godbe Research, and the team regularly teaches, authors, and speaks in the field of survey research. In short, you will not find a more experienced and educated team in public opinion research.

Godbe Research has conducted more than 2,500 research projects for local government agencies since our founding in 1990. In fact, we have specific experience with voter polling for more than 300 successful California local government revenue measure processes, including general obligation bonds, parcel taxes, sales taxes, utility users taxes (UUT), transient occupancy taxes (TOT), business license taxes (BLT), and other funding mechanisms in general, special, and all mail ballot election cycles. Our overall experience includes successful polling projects for cities/towns, counties, special districts, transportation agencies, libraries, school districts, and other public sector clients.

In terms of voter and other public opinion research studies to specifically address revenue measure feasibility for California cities/towns and counties, Godbe Research has conducted recent (since 2008) polling projects leading to successful outcomes for the clients such as the City of La Mirada, City of San Mateo, City of Concord, City of Santa Maria, City of Placerville, Town of Mammoth Lakes, City of Artesia, City of Palmdale, City of El Cerrito, City of South San Francisco, City of Hayward, City of Tracy, City of Rancho Cordova, City of Cupertino, Town of Corte Madera, City of Newark, City of Santa Clarita, City of Mountain View, City of Salinas, Town of Mammoth Lakes, City of Watsonville, and more than a dozen others. In addition, we are currently working with or have recently worked with the City of Roseville, City of Suisun City, City of Elk Grove, City of San Mateo, City of Morgan Hill, City of Santa Cruz, County of Los Angeles, County of Merced, County of Stanislaus, County of San Luis Obispo, and others on revenue measure surveys for election cycles in 2016.

Our experience in Fresno County and the greater Central Valley is also extensive. We were the pollster for the Fresno County Public Library's original 1997 sales tax and 2004 sales tax renewal, and have provided revenue measure feasibility survey services for the Merced County Association of Governments, Visalia Unified School District, Stanislaus County Public Library, Turlock Unified School District, Stanislaus Council of Governments, City of Stockton, Kern Council of Governments, City of Merced, Merced Union High School District, Norris School District, Madera County Library, and many others. Finally, as a barometer on the success of our polling projects, Godbe Research was 23 for 25 as a pollster for all revenue measures we were involved with for election cycles from November



2014 to November 2015, which continues our cumulative success rate of greater than 90% for the 25<sup>th</sup> consecutive year.

As an organization, Godbe Research is a small business (less than 10 employees) and we manage our commitments wisely. This means managing our project load so that our President (Bryan Godbe) or Vice President (Charles Hester) can be directly involved in each project we conduct at the project manager level. Similarly, we do not take on so many projects that we need to move team members or remove team members from current projects. Thus, Godbe Research is committed to allocating the team members outlined in this proposal for the duration of this revenue measure feasibility survey, including Bryan Godbe as project manager and day to day contact for the City of Selma (Selma or City) given his previous experience dozens of local government revenue measures, including the Fresno County Library.

The research that Godbe Research performs represents a vital tool for evaluating the feasibility of revenue measures of all types and helping to align agency needs with community priorities for our local government clients. Through our revenue measure feasibility surveys, the Godbe Research team can: determine perception of overall quality of life and satisfaction with publically provided services and facilities; rank publically provided services and facilities vis-à-vis the services and facilities provided by a variety of agencies that serve a given community; determine or confirm the appropriate funding mechanism among available revenue measure options; evaluate baseline and informed support for a potential future revenue measure; evaluate and rank the specific projects that the voting electorate are most interested in funding in a given measure; identify and rank the arguments and features (as well as potential impact) of a measure that increase support for a measure; help to inform the strategy and specific content of a public education and outreach campaign; confirm or determine the best election cycle in which to place a measure on the ballot; evaluate the impact of potentially competing measures on the ballot from other agencies, as well as; determine the maximum tax threshold at which the necessary proportion of voters will support a given measure. Our proven approach has lead to a successful passage rate of greater than 90% for all revenue measures for which the firm has been the pollster. Moreover, this rate is for the 25+ year life of the firm; in good economic times and bad.

Below is a diagram of the overall research process we undertake as part of our typical revenue measure feasibility survey projects. While each of our studies is highly customized based on our client's needs, we follow this process for each of our quantitative (and a similar process for qualitative) studies. We are here with you throughout the process and even after the survey has been completed as we understand that our studies can feed into revenue measure planning, public education and outreach, and other activities that can take an addition six to eighteen months to culminate once the voter survey portion of the overall revenue measure process has been completed.



## **PROPOSED SCOPE OF WORK**

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Godbe Research is a recognized leader in revenue and ballot measure feasibility surveys for California cities, school districts, counties, park and recreation districts, and other local government agencies. Given our experience, we understand that each project's ultimate success depends on recognizing the individual and unique needs of our clients and then developing a customized project plan to address these specific needs. To this end, we have crafted the following general project work plan for Selma to illustrate the types of considerations that go into each of our voter survey projects for our municipal clients.

### **Research Objectives**

Before beginning any revenue measure feasibility survey, Godbe Research spends significant time reviewing the client's research objectives to choose the most appropriate research design. Based on our experience with dozens of successful revenue measure feasibility surveys, Godbe Research believes that the most important research objects will be:

- ✓ evaluating voter perception of the overall quality of life in the City of Selma;
- ✓ determining and ranking issues of importance to the Selma voting electorate;
- ✓ evaluating the spending priorities of voters in the City in terms of funding public sector services and facilities;
- ✓ determining baseline and informed support for a potential future revenue measure in the City;
- ✓ identifying the tax threshold supported by City voters for a potential future revenue measure, if any;
- ✓ evaluating and ranking the projects and programs that a revenue measure would fund for the City, based on voter support;
- ✓ examining the impact of various statements on support for potential future revenue measure (arguments 'for' and 'against' the measure), including duration;
- ✓ evaluating the election cycles of interest and opportunity to the City for a potential future revenue measure, including November 2016;
- ✓ collecting demographic information for voters in Selma not already contained in the voter file for outreach and community engagement, and;
- ✓ additional research objectives to be refined between the City, Godbe Research, and other project stakeholders.

### **Methodology and Sample Discussion**

Given the fact that telephone surveys (even ones including cell phones) are seeing a large decline in response rates by age and given our experience with this phenomenon for city clients throughout California, it is our recommendation that Selma conduct a hybrid Internet and telephone survey of voters for this specific voter survey. Godbe Research has pioneered this process for numerous clients over the past few years to acknowledge and counteract declining response rates for telephone surveys among certain demographic subgroups (mostly age related) as well as to leverage technologies that are preferred among various demographic subgroups. Some of our clients who have used a successful

similar hybrid methodology include the City of Ridgecrest (current client), City of Novato (November 2015 sales tax measure), City of Tracy (current client), City of San Mateo (November 2015 sales tax measure), City of Santa Barbara (current client), City of Morgan Hill (current client), City of Elk Grove (current client), City of South San Francisco (November 2015 sales tax measure), and almost every other client where the voter file has sufficient number of email addresses. In addition, for clients who have also used telephone-only surveys in the past five years (City of Tracy, City of Novato, City of La Mirada, City of Belmont, etc.), we have been able to increase the number of interviews we are able to collect as well as response rates among key voter subgroups (e.g. voters ages 18 to 39 or 18 to 49 based on the specific community) who have been a challenge to survey in adequate numbers in the past.

Accordingly, we are recommending a hybrid quantitative survey using an Internet survey as our primary data collection method. We will then supplement the Internet survey with a telephone survey methodology, after a review of Internet survey respondent demographics where we can identify and account for potential demographic sub-groups that might not respond adequately to the Internet version of the survey. **The sample for all interviews comes directly from the Fresno County Registrar of Voters and the State voter file, where we have self-reported phone numbers (landlines and cell phones) as well as email addresses.** Using the City of San Mateo as a recent example (early 2015 voter polling for a successful November 2015 sales tax), the Internet modality portion of the overall survey project was able to collect a wealth of data from the 18 to 49 year old voter subgroup but was very inefficient in collecting data from voters age 49+. Similarly, while the telephone modality portion of the project was an excellent method to 'round out' our demographic and geographic quotas for 18 to 49 year old voters, the telephone version collected the vast majority of interviews with voters age 49+, but would have been woefully insufficient as a primary data collection methodology for the all important 18 to 49 voter group.

This dual methodological approach will cost effectively allow us to collect data from Selma voters based on how potential respondents interact with various survey technologies in order to maximize our sample size and statistical validity for the survey, not to mention demographic and geographic representation of voters. Finally, for the telephone modality portion of the overall survey, we will also make sure to include 'cell phone only' voter households, given that we can identify cell phone exchanges within the voter file sample through a review of the telephone prefixes for landlines and cell phones.

## Scope of Work

Below, Godbe Research has crafted a general scope of work for City of Selma to illustrate the types of considerations that go into each of our revenue measure feasibility surveys. While each of our survey projects is customized to the needs of a given client, there is a specific and proven process to conducting public opinion research to address revenue measure feasibility. Accordingly, specific services for this revenue measure feasibility survey are envisioned to include:

- An in-person kick-off meeting with the City and other project stakeholders the City wishes to involve (e.g. strategy consultant, municipal/financial advisor, etc.) as well as additional meetings and conference calls to discuss the research objectives and other aspects of the revenue measure feasibility survey in detail.
- Reviewing voter and resident demographics in Selma, any related previous opinion research data, previous revenue measure support and polling, and other information that will help to inform and support this current survey process.

- Designing and refining a survey instrument of approximately 15 to 20-minutes in length so that it addresses the research objectives of Selma related to revenue measure feasibility. This is done through an iterative process between Godbe Research and the City, with multiple points for input, review, and approval before going into the field.
  - ❖ Please note that the survey will be designed to be formatted for both Internet and telephone survey modalities as a 'hybrid survey' and both versions of the survey will be identical except for instructions and wording specific to each modality.
- Programming, refining, and testing the Internet version of the survey instrument using our Internet survey software package. This will be done by our team of IT and programming experts.
- CATI programming the survey version of the survey instrument for efficient and accurate data collection, and training telephone interviewing personnel on the questionnaire and interviewing protocol.
  - ❖ For our telephone interviewing projects, Godbe Research uses only live interviewers who have been trained on the survey questionnaire and who are located in the western United States.
- Pre-testing the survey instrument in both modalities to ensure that the questions and response codes are understandable to respondents, and to ensure that the survey length coincides with the budgeted survey length for the project.
- Training telephone interviewing personnel on the telephone survey questionnaire and interviewing protocol through an intensive training session.
- Development of a recruitment email for the Internet version of the survey and working with the City so that Godbe Research can send recruitment emails to voters with email addresses in the voter file.
  - ❖ Based on the City's preference and communications policies, we can also match any internal email lists the City has (e.g. park and recreation lists, City communications lists) to the voter file, so that we can include additional voters in our sampling frame for which we do not have email addresses on file with the voter file.
- Optionally translating both versions of the survey instrument into Spanish and providing Spanish language interviewing for up to 20% of all survey interviews.
  - ❖ Please note that while the City's overall voting electorate is 63% Hispanic by surname, a much smaller 11% of voters have requested past election related materials in Spanish. Thus, the 20% will account for these voters as well as bilingual voters who would simply prefer to response the survey in Spanish in either format (telephone or mail).
- Development of a stratified and clustered listed sample of Selma voters, who are likely to vote in the November 2016 election cycle as well as any other election cycles of interest to the City. The listed sample will primarily constructed using email addresses from the voter file, as the Internet modality will be conducted first in the hybrid survey process. Once we have developed the Internet sample, the rest of the sample will be de-duplicated by matching names, addresses, and phone numbers from Internet survey respondents to those in the voter file. We will then



remove any voter from the telephone survey sample who previously completed the survey via the Internet. Further, we will ask telephone survey respondents in that sample if they have already completed the survey via the Internet and will remove those voters from the survey process through a screening question.

- ❖ This process will ensure that only Selma voters are included in our sampling frame, only voters in our sampling frame can take the survey, and finally, that the survey can only be taken once by a given voter and cannot be forwarded to others.
  - ❖ For review, there are a total of approximately 8,767 total voters in the City of Selma. Within the voter file, we have email addresses for approximately 1,042 total voters or about 12% of the total voting electorate in the City. Further, we also have telephone numbers for 84% of the City's voting electorate, including cell phone numbers for 20% of the electorate (State voter file).
  - ❖ For the November 2016 election cycle, there are a total of approximately 5,134 voters likely to participate in this specific cycle. Of those voters, we have email addresses for approximately 582 voters (11% of the voting electorate) as well as telephone numbers for 87% of the electorate (including cell phone numbers for 16% of the electorate).
- Conducting approximate 15 to 20-minute Internet and telephone interviews with up to 200 (n=200) total Selma voters according to a strict interviewing protocol, our approved sampling design, and the final election cycles of interest to the City. A sample size of 200 interviews would provide for a margin of error of no greater than +/-6.9% at the 95% confidence level when looking at all voters in the City of Selma including likely November 2016 voters.
- ❖ Given our experience and the number of voters with email addresses in the City, we would expect to conduct 20% to 25% of the voter surveys via the Internet module. The remaining 75% to 80% of interviews would come from the follow-up telephone version of the survey.
- Merging the Internet and telephone data files, as well as processing and weighting the data to adjust for population distribution and strategic oversampling, as needed to reflect the likely voter population of the City of Selma for the November 2016 election cycle of interest to the City.
- Developing a topline report of aggregate findings for the City. We will also meet with the City via a conference call to review the topline/aggregate survey results. This will help our more detailed analysis and reporting to be of maximum value to Selma in making a decision to potentially move forward with a potential future revenue measure based on the survey results.
- Analyzing the survey results and preparing a report of findings conclusions, and recommendations for the City (draft and final formats), which directly addresses the research objectives outlined for the revenue measure feasibility survey. Our reports typically include sections for key findings and conclusions, methodology discussion, analysis of the questions and topics in narrative and graphical format.
- ❖ In addition to the main body of our report, our deliverables also contain the following value added modules to assist Selma in deciding whether or not to move forward with a revenue measure that best represents the intersection of City needs and voter tolerance, should there be an

intersection of these sometimes divergent interests. These modules include a feasibility analysis for a potential future revenue measure, ballot question wording module, tax threshold report, election timing report, geographic targeting report, and profile of City voters.

- Presenting the results and recommendations from the revenue measure feasibility survey to City of Selma (one presentation).
- Post-survey consulting on the results and recommendations from the revenue measure feasibility survey throughout the range of planning, outreach, and other activities based on the survey results, as need by the City of Selma and other potential project stakeholders, as needed by the City.

## PROJECT COST OPTIONS

Godbe Research takes great pride in delivering reliable and practical voter survey projects 'on time and on budget'. In doing so, we prefer to provide a firm, fixed fee format for our cost proposals. This is because we do not believe in assigning arbitrary hours and rarely do projects (even highly similar in nature) take the same amount of time or resources. We prefer to price our survey projects based on the two most important parameters of any vote survey process; sample size (number of interviews) and survey length.

Based on our understanding of the need of the City of Selma for this specific revenue measure feasibility study, Godbe Research has provided costs to conduct a 15 to 20-minute survey comprised of up to 200 (n=200) total City voters likely to vote in the November 2016 election cycle, using a hybrid Internet and telephone survey methodology. In addition, we have provided optional costs to translate both versions of the survey into Spanish and to provide Spanish language interviewing in both formats for up to 20% of all interviews. Using the other clients as a guide, we would expect to be able to collect approximately 20% to 25% of interviews via the Internet modality and approximately 75% to 80% of interviews using the telephone modality. The Internet portion of the survey will also collect the majority of interviews with voters ages 18 to 49 with the telephone portion of the survey collecting the majority of interviews with voters 50+.

The prices below reflect the all inclusive costs to complete the voter polling project -- the overall cost will not exceed those shown below, provided that the parameters (survey length, sample size, inclusion of Spanish interviewing, two in-person meetings, etc.) of the project conform to those outlined in this proposal. Should project parameters or City need change, we will be happy to provide amended costs prior to proceeding.

### Hybrid Survey of up to 200 (n=200) Selma Voters

<u>Project Task</u>	<u>15-min.</u>	<u>18-min.</u>	<u>20-min.</u>
Listed Voter Telephone Sample	\$900.00	\$900.00	\$900.00
Email Sample Purchase and Match	\$800.00	\$800.00	\$800.00
CATI Programming - Telephone Version	\$1,125.00	\$1,350.00	\$1,500.00
Internet Version Programming/Testing	\$4,250.00	\$4,500.00	\$4,750.00
Internet Version Recruitment/Hosting	\$350.00	\$350.00	\$350.00
Telephone Interviewing	\$4,350.00	\$5,100.00	\$6,150.00
Data Processing	\$750.00	\$800.00	\$850.00
Research Fee	\$7,250.00	\$7,250.00	\$7,250.00
Project Management	\$2,500.00	\$2,500.00	\$2,500.00
<u>Misc/Travel Expenses</u>	<u>\$700.00</u>	<u>\$700.00</u>	<u>\$700.00</u>
English Only Survey Total	\$22,975.00	\$24,250.00	\$25,750.00
Spanish Translation and Programming	\$725.00	\$875.00	\$1,025.00
<u>Spanish Interviewing Fee - Telephone</u>	<u>\$700.00</u>	<u>\$900.00</u>	<u>\$1,100.00</u>
English and Spanish Survey Total	\$24,400.00	\$26,025.00	\$27,875.00



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601 108<sup>th</sup> Avenue NE  
Suite 1900  
Bellevue, WA 98004

**CITY MANAGER'S/STAFF'S REPORT****REGULAR CITY COUNCIL MEETING DATE:**May 2 2016**ITEM NO:**

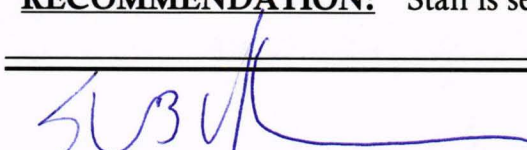
4.

**SUBJECT:**Consideration and necessary discussion and direction on  
2016-2017 financial year budget.

**DISCUSSION:** It was brought to the Council's attention during the March 21, 2016 Council meeting, that all departments were being requested to reduce their 2016-2017 budget amounts by 4%. Also discussed was the fact that the majority of the budget was personnel. Preliminary numbers are showing a deficit, due to increases in payroll (MOU agreements), Overtime, PERS, Health Insurance. Staff has reviewed the information, and is requesting Council direction to move forward with the 2016/2017 budget.

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

**RECOMMENDATION:** Staff is seeking recommendations on how to proceed

  
Steve Yribarren, Financial Consultant4-25-16  
Date  
Ken Grey, City Manager4-25-2016  
Date

City of Selma  
General Fund Preliminary Revenues and Expenditures  
Fiscal Year 2016-2017

	<b>Payroll &amp;</b>				Prior Year
	<b>Costs</b>	<b>M &amp; O</b>	<b>Debt</b>	<b>Total</b>	Budget 15-16
<b><u>Expenditures:</u></b>					
City Council	72,592	11,434	-	84,026	87,303
City Attorney	-	120,000	-	120,000	120,000
City Manager	200,959	41,255	-	242,214	229,163
Human Resources	112,605	71,108	-	183,713	184,871
Economic Development	137,809	71,748	-	209,557	183,006
Finance	336,325	252,707	-	589,032	627,011
City Clerk	113,643	27,288	-	140,931	135,465
Police	4,010,410	1,167,550	-	5,177,960	4,856,668
Fire	2,532,001	717,718	-	3,249,719	2,974,705
Planning	103,807	50,297	-	154,104	148,199
Building	177,559	78,215	-	255,774	238,283
Recreation	179,224	275,389	-	454,613	429,090
Engineering	21,603	80,337	-	101,940	106,234
Parks	246,417	247,718	-	494,135	511,687
General Non-Depart.	-	355,000	81,178	436,178	450,001
	8,244,954	3,567,764	81,178	11,893,896	11,281,686
<b>Transfers out</b>				92,500	92,500
	8,244,954	3,567,764	81,178	11,986,396	11,374,186
<b><u>Revenues:</u></b>					
Sales tax				4,700,000	4,450,000
Property tax				1,100,000	1,300,000
Property tax in-lieu				1,620,000	1,620,000
Franchise fees				848,000	848,000
TOT				370,000	370,000
Other Fees and Taxes				199,009	199,009
Police				249,722	249,722
Building				206,053	163,113
Planning				42,150	36,172
Engineering				3,947	5,120
Recreation				63,900	69,050
				9,402,781	9,310,186
<b><u>Transfers In:</u></b>					
Measure S				1,100,000	1,100,000
Ambulance				881,000	881,000
Public Safety				38,000	38,000
Traffic Safety				45,000	45,000
				2,064,000	2,064,000
Excess revenue (expenditure)				(519,615)	-



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

**May 2, 2016**

---

**ITEM NO:**

**SUBJECT:** 5. Consideration and Necessary Action on Resolution Authorizing City Manager to Execute Agreement of Purchase and Sale of Real Property to be Developed as Ponding Basin.

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**DISCUSSION:** The City Council has previously authorized the acquisition of certain real property and the use of that real property or development of it as a ponding basin. The Council's authorization is for use of previously committed Community Development Block Grant (CDBG) Funds for the acquisition of this property and for its development. In connection with that authorization, the City Council has approved an acquisition of the necessary real property for this purpose at a price that is equal to the appraised value of the property, which is what is required when CDBG money is used to purchase real property. The appraised value of the property is \$25,000 per acre. The City is purchasing 8.67 acres so that the total purchase price is \$216,834. Because the City is purchasing a portion of what is a legal parcel in the Fresno County real property records, the Purchase Agreement provides, initially, for a deed to the City conveying the entire parcel and, a deed by the City to the seller conveying back to the seller that portion of the legal parcel that is being retained by the seller. This exchange of deeds will result in the City acquiring the 8.67 acres needed for the ponding basin and the seller's retention of a portion of the existing legal parcel where a home and various other structures are located.

The Agreement of Purchase and Sale that is attached to the accompanying Resolution authorizing its execution is in a form that staff believes to be agreeable to the sellers, but it is possible that the sellers may request what are likely immaterial alterations to the Agreement, and Staff wishes to retain the ability to consent to any such changes, without having to have this Council reconsider and reauthorize the purchase. Accordingly, the accompanying Resolution provides for the approval of the attached Agreement of Purchase and Sale and authorization of the City Manager to execute any and all documents needed to effectuate the Agreement of Purchase and Sale and approves any alteration to the Agreement of Purchase and Sale that is acceptable to the City Manager and City Attorney which does not materially alter the terms of the Purchase Agreement.

<b><u>COST</u></b>		<b><u>BUDGET IMPACT</u></b>
\$216, 834		None, full purchase price to be reimbursed with CDBG funds dedicated to this project.
<b><u>FUNDING</u></b>		<b><u>ON-GOING COST</u></b>
CDBG.		None.

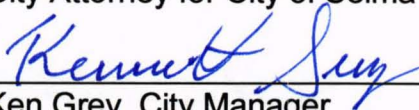
**RECOMMENDATION:** Approve Resolution Authorizing City Manager to Execute Agreement of Purchase and Sale, either as is or with any changes or alterations that are acceptable both to the City Manager and the City Attorney that do not materially alter the terms and conditions of the purchase and further authorizing the City Manager to execute any deed, acceptance of deed, or any other document to effectuate or implement the Agreement of Purchase and Sale.

Date: April 27, 2016

/s/ Neal E. Costanzo

Neal E. Costanzo  
City Attorney for City of Selma

Date: 4-27, 2016

  
Ken Grey, City Manager



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

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**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA  
AUTHORIZING EXECUTION OF AGREEMENT OF PURCHASE AND SALE**

---

**WHEREAS**, this Council previously authorized the acquisition of specific real property to be developed as a ponding basin through use of dedicated Community Development Block Grant (CDBG) funds; and

**WHEREAS**, the purchase price for the 8.67 acres to be acquired by the City for development of a ponding basin is, as required by CDBG regulations and guidelines issued by the Federal Housing and Urban Development Department (HUDD) must be equal to the appraised value of the property and the appraised value of the property is \$25,000 per acre. Consequently, the total purchase price is \$216.834 and the City is authorized to obtain reimbursement of this amount from dedicated CDBG funds upon purchasing the property; and

**WHEREAS**, the contemplated purchase of the real property to be used as a ponding basin is consistent with this Council's previous authorization for use of CDBG funds to acquire the property for and develop the property as a ponding basin.

**NOW, THEREFORE**, be it resolved as follows:

1. The foregoing recitals are true and correct.
2. The City Manager is authorized to execute the attached Agreement of Purchase and Sale, or any version thereof that does not materially change the terms and conditions of the attached Agreement of Purchase and Sale that are acceptable to both the City Manager and City Attorney and the City Manager is further authorized to execute any and all deeds, acceptances of deeds, or any other document to effectuate the Agreement of Purchase and Sale, or any authorized alteration thereof.

\*\*\*\*\*

The foregoing Resolution was duly approved this 2<sup>nd</sup> day of May, 2016 by the following vote, to wit:

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

## **AGREEMENT OF PURCHASE AND SALE**

THIS AGREEMENT OF PURCHASE AND SALE ("**Agreement**") is made as of the 2<sup>nd</sup> day of May, 2016, by and between, Anita & Gary Marshall, Calvin Shepherd ("**Seller**"), and The City of Selma, a Municipal Corporation ("**Buyer**").

### **RECITALS**

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

B. WHEREAS, Seller desires to sell a portion of the Property legally described in Exhibit A to this Agreement, consisting of 8.67 acres thereof to Buyer, and Buyer desires to purchase the Property from Seller, all on the terms and conditions of this Agreement.

C. WHEREAS, attached and incorporated by reference as Exhibit B is a complete legal description of the property that is a part of the part the property legally described in Exhibit A to this Agreement that is to be retained by Seller. To effectuate the purchase by Buyer and to allow the Seller's retention of the property that is described in Exhibit B that is a part of the property described in Exhibit A, Seller will initially deed the entire parcel described as Exhibit A to Buyer and Buyer shall convey the property that is described in Exhibit B to Seller by simultaneous recordation of deeds as more fully provided for by this Agreement.

D. WHEREAS, the Property to be acquired by Buyer is all of the property legally described on Exhibit A, less the property described in Exhibit B and is hereinafter referred to as the "Property".

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

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

2. **PURCHASE PRICE.** The total purchase price ("**Purchase Price**") for the Property shall be \$216,834, payable by Buyer to Seller as follows:

The cash sum of \$216, 834 shall be deposited in Escrow upon the opening thereof for delivery to Seller upon Close of Escrow.

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

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

3.2 Within ten (10) days after the opening of Escrow and the deposit of \$216,834 in Escrow by Buyer, Seller shall execute and deposit into Escrow a grant deed (on the title company's standard form grant deed) conveying to Buyer all the property legally described in Exhibit A to this Agreement. Within ten (10) days after the opening of Escrow and the making of

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the aforementioned deposit, Buyer shall deposit into Escrow a grant deed conveying to Seller all the real property legally described on Exhibit B attached hereto. Title to the property to be purchased shall be conveyed to Buyer by the recordation of the aforementioned grant deeds executed by both Buyer and Seller. The property conveyed to Buyer shall be free and clear of all liens except (i) liens securing real property taxes and assessments (which constitute liens not yet due and payable); and (ii) such other exceptions and reservations shown on a Preliminary Title Report ("**Preliminary Report**") issued by Placer Title Company ("**Title Company**") which are approved by Buyer. (All exceptions to title permitted pursuant to this Paragraph 3.2 are referred to in this Agreement as "Permitted Exceptions".) Buyer agrees to furnish Seller with a copy of the Preliminary Report, together with a copy of all recorded exceptions to title, five days after opening of escrow. Buyer shall have five (5) days after receipt of the Preliminary Report and the recorded exceptions to title within which to notify Seller in writing of Buyer's disapproval of any exceptions set forth in the Preliminary Report. In the event of Buyer's disapproval of the Preliminary Report, Seller, at its sole election (to be exercised by written notice to Buyer within five (5) days after receipt of Buyer's said notice of disapproval), shall have ten (10) days after Buyer's said disapproval within which to remove or otherwise remedy the disapproved exceptions. If Seller cannot eliminate or otherwise remedy the disapproved exceptions within said ten (10) day time period, this Agreement shall thereupon terminate and all sums and documents deposited in Escrow shall be returned to the parties who respectively deposited the same, and Buyer and Seller shall each pay one-half (1/2) of the Escrow costs. Failure of Buyer to provide written disapproval of the Preliminary Report within the above time period shall be deemed approval.

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

#### 4. CONTINGENCIES.

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

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

(b) Buyer's inspection and examination of the physical condition of the Property. Buyer shall have access to the Property at reasonable times and shall have the right to conduct, at Buyer's expense, soil tests, engineering feasibility studies, environmental investigations and such other studies with respect to the physical condition of the Property as Buyer may desire. Buyer shall have until April 30, 2016, to conduct such tests and studies, and to give written notice to Seller of any conditions unacceptable to Buyer for any reason or for no reason. Buyer shall hold and save Seller harmless from and against any and all loss, cost, damage, liability, injury or expense, arising out of or in any way related to damage to Property, injury to or death of persons, or the assertion of lien claims caused by such entry, inspection and implementation of soil tests, environmental investigations and other studies with respect to the physical condition of the Property conducted by Buyer. If Buyer elects to terminate this Agreement by reason of failure of the Contingency set forth in this subparagraph (b), Buyer shall

promptly upon such election deliver to Seller all written reports, studies and information prepared by third parties for Buyer which pertain to the physical condition of the Property.

(c) Buyer's determination that zoning and other governmental regulations affecting the use of the Property are satisfactory for Buyer's intended use. Buyer shall have until April 30, 2016 to make such determination and to give written notice to Seller of any zoning or governmental regulations which are unacceptable to Buyer for any reason or for no reason. If Buyer disapproves of the satisfaction of any Contingency within the applicable time period provided above, Buyer's sole remedy shall be to terminate this Agreement and Seller shall have no obligation to remedy any Contingency which Buyer disapproves. If this Agreement terminates as a result of the failure of the satisfaction of any of the Contingencies, all sums and documents deposited in Escrow shall be returned to the parties who respectively deposited the same, and Buyer and Seller shall each pay one-half (1/2) of the Escrow costs.

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

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

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

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

## 5. REPRESENTATIONS AND WARRANTIES BY SELLER.

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

5.1.1 Sellers are private individuals duly organized, and warrant that the parties signing this Agreement on behalf of the Seller have the full legal power, authority and right to execute and deliver this Agreement.

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

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



5.1.4 Seller will connect the eastern most parcel being retained by Seller, as reflected and referred to in the attached legal description that is Exhibit B to this Agreement as Parcel No. 4 to the City sewer system within three months after a new sewer line is made available for connection of Seller's property has not actually received any formal written notice and Seller is unaware of any claims that any of the easements, covenants, conditions, restrictions or agreements to which the Property is subject interferes with or is breached by the use or operation of the Property as presently used and operated.

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

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

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

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

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

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

(i) all requirements, including but not limited to those pertaining to reporting, licensing, permitting, investigation and remediation of emissions, discharges, releases

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

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

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

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

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

5.1.13 Seller shall remove horse pen on property within three months after close of escrow.

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5.1.14 Seller will connect easternmost parcel No. 4, as described in Exhibit B to this Agreement to City sewer within 3 months after new sewer line is made available for connection to Seller's property.

6. REPRESENTATIONS AND WARRANTIES BY BUYER.

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

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

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

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

6.1.4 Buyer will bring sewer service to property line of seller's parcels on Valley View Street within six months after close of escrow.

6.1.5 Buyer will draw map dividing out parcel for storm drain and will create four new parcels for sellers' property. Buyer will deed parcels to seller through escrow (see attachment A).

6.1.6 Buyer will remove septic system on easternmost parcel after Buyer connects to sewer.

6.1.7 Buyer will fence City property as Storm Drain Project is developed.

7. INDEMNIFICATION.

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

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(a) Any breach by the Indemnitor of this Agreement;

(b) The inaccuracy or breach of any of the representations, warranties or covenants made by the Indemnitor.

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

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

## 8. ESCROW AND CLOSING.

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

8.2 Escrow shall close, and the Grant Deed shall be recorded in the Office of the County Recorder of Fresno County, California by May 31, 2016 ("**Close of Escrow**"), (a) Within the time set forth below, or if none is specified, prior to the Close of Escrow, Seller shall deliver to Escrow Holder, or if so indicated, to Buyer, at least one (1) day prior to the Close of Escrow, the duly executed and acknowledged Grant Deed.

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

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

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

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

(b) To Buyer: the Title Policy.

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

8.6.1 Seller shall pay:

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

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

8.6.2 Buyer shall pay:

(a) The cost of the title policy.

(b) All recording fees.

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

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

## 9. PRORATIONS.

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

(a) All real estate taxes and all personal property taxes due and owing as of the Proration Date, and all penalties and interest thereon, shall be paid by Seller. Current real

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

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

11. NOTICES. All notices to be given pursuant to this Agreement shall be either (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) overnight courier (such as Federal Express, DHL, etc.); or (iv) by telecopy transmittal. If sent via certified or registered mail, receipt shall be deemed effective forty-eight (48) hours after being deposited in the United States mail. If sent via telecopy transmission, a confirming copy shall be sent to the sender, and receipt of the telecopy transmittal shall be deemed made twenty-four (24) hours after the sending thereof. If sent via overnight courier, receipt shall be deemed effective twenty-four (24) hours after the sending thereof. All notices to be given pursuant to this Agreement shall be given to the parties at the following respective address.

SELLER:

Gary & Anita Marshall/Calvin Shepherd  
1455 Nelson Blvd./2235 Gaither  
Selma, CA 93662/Selma, CA 93662

BUYER:

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

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

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

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

15. CAPTIONS AND HEADINGS. The captions and paragraphs numbers appearing in this Agreement are inserted only as a matter of convenience and do not define, limit, construe, or describe the scope or intent of this Agreement.
16. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be considered an original and all of which taken together shall constitute one and the same instrument.
17. GOVERNING LAW. This Agreement has been prepared, negotiated and executed in, and shall be construed in accordance with, the laws of the State of California. Any action or proceeding relating to or arising out of this Agreement shall be filed, if a State action, in the Superior Court of the State of California for the County of Fresno, or if a Federal action, in the United States District Court for the Eastern District of California.
18. ATTORNEYS FEES. If either party named herein brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action (or proceeding), on trial or appeal, shall be entitled to its reasonable attorneys' fees to be paid by the losing party as fixed by the Court (or if applicable, the arbitrator).
19. TIME OF ESSENCE. Time is of the essence with respect to all matters contained in this Agreement.
20. DATE OF AGREEMENT. All references in this Agreement to "the date of this Agreement" or "the date hereof" shall be deemed to refer to the date set forth in the first paragraph of this Agreement.
21. INVALIDITY OF ANY PROVISION. If any provision (or any portion of any provision) of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction under present or future laws effective during the term of this Agreement, the legality, validity, and enforceability of the remaining provisions (or the balance of such provision) shall not be affected thereby.
22. NO RECORDATION. Buyer shall not record this Agreement, any memorandum of this Agreement, any assignment of this Agreement, or any other document which would cause a cloud on the title to the Property.
23. DRAFTING OF AGREEMENT. Buyer and Seller acknowledge that this Agreement has been negotiated at arm's length, that each party has been represented by independent counsel and that this Agreement has been drafted by both parties and no one party shall be construed as the draftsman,
24. NO THIRD PARTY BENEFICIARY RIGHTS. This Agreement is entered into for the sole benefit of Buyer and Seller and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.
25. INCORPORATION OF EXHIBITS. Each and all of the exhibits attached to this Agreement are incorporated herein as if set forth in full in this Agreement.

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

SELLER:

---

GARY MARSHALL

---

ANITA MARSHALL

---

CALVIN SHEPHERD

BUYER:

City of Selma

---

KENNETH GREY, City Manager

## EXHIBIT "A"

### LEGAL DESCRIPTION

#### LEGAL DESCRIPTION

##### PARCEL No. 1

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

THAT PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 16 SOUTH, RANGE 22 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE SOUTH 89°54'12" EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 7, SAID LINE ALSO BEING THE CENTERLINE OF VALLEY VIEW STREET, A DISTANCE OF 1506.12 FEET, THENCE SOUTH 00°08'57" WEST, A DISTANCE OF 30.00 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE SOUTH 89°54'12" EAST, A DISTANCE OF 60.00 FEET; THENCE SOUTH 00°08'57" WEST, A DISTANCE OF 100.00 FEET; THENCE NORTH 89°54'12" WEST, A DISTANCE OF 60.00 FEET; THENCE NORTH 00°08'57" EAST, A DISTANCE OF 100.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINS AN AREA OF ±6000.0 SQUARE FEET, MORE OR LESS.

##### PARCEL No. 2

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

THAT PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 16 SOUTH, RANGE 22 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE SOUTH 89°54'12" EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 7, SAID LINE ALSO BEING THE CENTERLINE OF VALLEY VIEW STREET, A DISTANCE OF 1566.12 FEET, THENCE SOUTH 00°08'57" WEST, A DISTANCE OF 30.00 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE SOUTH 89°54'12" EAST, A DISTANCE OF 61.00 FEET; THENCE SOUTH 00°08'57" WEST, A DISTANCE OF 100.00 FEET; THENCE NORTH 89°54'12" WEST, A DISTANCE OF 61.00 FEET; THENCE NORTH 00°08'57" EAST, A DISTANCE OF 100.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINS AN AREA OF ±6100.0 SQUARE FEET, MORE OR LESS.

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**PARCEL No. 3**

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

THAT PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 16 SOUTH, RANGE 22 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE SOUTH 89°54'12" EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 7, SAID LINE ALSO BEING THE CENTERLINE OF VALLEY VIEW STREET, A DISTANCE OF 1627.12 FEET, THENCE SOUTH 00°08'57" WEST, A DISTANCE OF 30.00 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE SOUTH 89°54'12" EAST, A DISTANCE OF 65.00 FEET; THENCE SOUTH 00°08'57" WEST, A DISTANCE OF 100.00 FEET; THENCE NORTH 89°54'12" WEST, A DISTANCE OF 65.00 FEET; THENCE NORTH 00°08'57" EAST, A DISTANCE OF 100.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINS AN AREA OF ±6500.0 SQUARE FEET, MORE OR LESS.

**PARCEL No. 4**

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

THAT PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 16 SOUTH, RANGE 22 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE SOUTH 89°54'12" EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 7, SAID LINE ALSO BEING THE CENTERLINE OF VALLEY VIEW STREET, A DISTANCE OF 1692.12 FEET, THENCE SOUTH 00°08'57" WEST, A DISTANCE OF 30.00 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE SOUTH 89°54'12" EAST, A DISTANCE OF 80.00 FEET; THENCE SOUTH 00°08'57" WEST, A DISTANCE OF 250.00 FEET; THENCE NORTH 89°54'12" WEST, A DISTANCE OF 266.00 FEET; THENCE NORTH 00°08'57" EAST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 89°54'12" EAST, A DISTANCE OF 186.00 FEET; THENCE NORTH 00°08'57" EAST, A DISTANCE OF 100.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINS AN AREA OF ±47,900.0 SQUARE FEET, MORE OR LESS.

## **Preliminary Report Top Sheet**

### **◆ HELP US STAY ON TOP OF YOUR TRANSACTION ◆**

**IF ANY OF THESE QUESTIONS ARE ANSWERED “YES”, OR IF YOU HAVE QUESTIONS ABOUT THE BELOW, PLEASE CONTACT YOUR ESCROW OFFICER IMMEDIATELY**

- ◆ Have any of the principals recently filed bankruptcy?
- ◆ Do any of the principals plan to use a power of attorney?
- ◆ Are any of the principals going through a divorce? (if so, is there an attorney involved?)
- ◆ Is anyone currently vested in title deceased? Has a new Tax I.D. Number been established?
- ◆ Do any of the principals NOT have a valid photo identification?
- ◆ Is there construction work in progress or incomplete construction?
  - Any construction completed in the last year?
  - Any construction completed in the last 4 months?
- ◆ Is there a mobile or manufactured home on the property?
- ◆ Are the sellers a non-resident alien or a foreign out of country seller?
- ◆ Is the property an investment property or not considered seller's principal residence?
- ◆ Will a new entity be formed? (i.e. Partnership, LLC, Corporation)
- ◆ If your principals are currently vested or are taking title in their trust, have bank accounts been established in the name of the Trust?
- ◆ Will any of the principals be participating in a 1031 Exchange?
- ◆ Are any of the principals not able to sign with a Placer Title Company? If so, an approved notary will be required.

**THANK YOU FOR CHOOSING**

**Placer Title Company**



Order No.: **P-141434**



Placer Title Company  
7643 North Ingram Avenue, Suite 101  
Fresno, CA 93711  
Phone: (559)261-2910  
Fax: (559)261-2963

Order No.: P-141434  
Reference: Come  
Escrow Officer: Darryl Evans  
Phone: (559)261-2910  
Fax: (559)261-2963  
Email: devans@placertitle.com  
Email Loan Docs To: 2101edocsB@placertitle.com

Proposed Insured:  
Proposed Loan Amount:  
Proposed Underwriter: Westcor Land Title Insurance Company

Property Address: 2121 Valley View Street, Selma, CA 93662

### CLTA PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, Placer Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

***Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.***

***It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.***

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated: March 11, 2016 at 8:00AM  
Title Officer: Ric Laws

The form of policy of title insurance contemplated by this report is:

2006 ALTA Standard Owners Policy

2006 ALTA Extended Loan Policy

The estate or interest in the land hereinafter described or referred to covered by this report is:

Fee Simple

Title to said estate or interest at the date hereof is vested in:

Calvin Shepherd a widower, as to an undivided 1/2 interest and Gary Marshall and Anita Marshall, husband and wife, as joint tenants, as to an undivided 1/2 interest

The land referred to in this report is described as follows:

See Exhibit "A" Attached for Legal Description

## **Exhibit "A"**

### **Legal Description**

The land described herein is situated in the State of California, County of Fresno, City of Selma, described as follows:

That portion of the South half of the Northeast quarter of Section 7, Township 16 South, Range 22 East, Mount Diablo Base and meridian, according to the Official Plat thereof described as follows:

Beginning at a point which is 91 rods and 7 links East from the Northwest corner of the South half of the Northeast quarter of said Section 7; thence South 77 rods and 5 links to that certain water ditch referred to in the Deed from Lou A. Carter to Lillie M. Dixon, dated April 16, 1887 and recorded in Book 58 Page 107 of Deeds; thence Northeasterly along the center of said ditch to the boundary line between the South half and the North half of the Northeast quarter of said Section 7; thence West along the last mentioned line 40 rods and 3 links to the place of beginning.

EXCEPTING THEREFROM that portion as granted to the State of California in Deed recorded April 19, 1962 in Book 4708 Page 363 Document No. 31949, described as follows:

That portion of the South half of the Northeast quarter of Section 7, Township 16 South, Range 22 East, Mount Diablo Base and Meridian, described as follows:

Commencing for reference at the Northeast corner of said Section 7; thence (1) along the East line of said Section South 0° 47' 39" West, 1330.13 feet to the North line of the South half of the Northeast quarter of said section; thence (2) along said North line, North 89° 22' 11" West, 467.22 feet to a point in the Southeasterly line of the land described in the Deed to Guy Godfrey, et ux, recorded October 29, 1941, in Book 1959 at page 124, Fresno County Records., said point being the point of beginning; thence (3) along said Southeasterly line South 25° 31' 49" West, 33.07 feet; thence (4) along the South line of the North 30 feet of the South half of the Northeast quarter of said section, North 89° 22' 11" West, 209.91 feet; thence (5) at right angles North 0° 37' 49" East, 30.00 feet to said North line; thence (6) along said North line South 89° 22' 11" East 223.84 feet to the true point of beginning.

APN: 390-020-27

## EXCEPTIONS

At the date hereof, exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. Taxes, special and general, assessment districts and service areas for the fiscal year 2016-2017, a lien not yet due or payable.
2. Taxes, special and general, assessment districts and service areas for the Fiscal Year 2015-2016:

1st Installment:	\$1,804.96	Paid
2nd Installment:	\$1,804.96	Due
Parcel Number:	390-020-27	
Code Area:	011-071	
Land Value:	\$103,953.00	
Imp. Value:	\$90,957.00	
Total Value:	\$194,910.00	
Exemption Amount:	\$0.00	

Note: First Installment is due November 1 and delinquent December 10. Second Installment is due February 1 and delinquent April 10.

3. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5, (commencing with Section 75) of the Revenue and Taxation Code, of the State of California.
4. Taxes and Assessments of the Consolidated Irrigation District.
5. Title to any portion of the land located within the boundaries of Centerville & Kingsburg Canal.

The exact location of said canal cannot be determined by the public records.

6. An easement over said land for canal or ditch and incidental purposes, as granted to Wm Falconer, et al, in deed recorded June 8, 1886, (book) 49 (page) 172, Deeds

Affects: the exact location is not disclosed of record.

No representation is made as to the current ownership of said easement.

[Document Link](#)

7. Waiver of any claims for damages to said property by reason of the location, construction, landscaping or maintenance of the freeway adjoining said property as contained in the deed to the State of California recorded April 19, 1962, (book) 4708 (page) 363, Official Records.

[Document Link](#)

8. An easement over said land for public utilities and incidental purposes, as granted to The Pacific Telephone and Telegraph Company, in deed recorded April 4, 1978, (book) 7002 (page) 935, Official Records.

Affects: as set forth therein

No representation is made as to the current ownership of said easement.

[Document Link](#)

9. Deed of Trust to secure an indebtedness of \$90,000.00, dated January 21, 1987, recorded April 20, 1987, (instrument) 87047471, Official Records.

Trustor: Calvin Shepherd and Joyce L. Shepherd, husband and wife, as to an undivided 1/2 interest and Gary Marshall and Anita Marshall, husband and wife, as joint tenants, as to an undivided 1/2 interest

Trustee: Safeco Title Insurance Company

Beneficiary: Dorrell Godfrey, Executor of the Estate of Guy Godfrey, Deceased

Loan No.: None Shown

[Document Link](#)

The Beneficial Interest under said Deed of Trust was assigned of record to Dorrell Godfrey, as to 20%; Laverne Godfrey, as to 20%; Bill G. Godfrey, as to 20%; Beulah Godfrey, as to 10 %; Marcus Godfrey, as to 10%; Eulalie Godfrey, 6 2/3%; Kris Gothe, as to 4 4/9%; Susan Birmingham, as to 4 4/9% and Karen Trettin, as to 4 4/9%, by Order Settling First and Final Account and Report of Executor, recorded January 11, 1998, (instrument) 88003053, Official Records.

[Document Link](#)

Bond for Lost Trust Deed Note and/or Lost Deed of Trust and Affidavit of Lost Trust Deed Note/or Lost Deed of Trust, recorded May 23, 2005, as Instrument No. 2005-0113278, Official Records.

[Document Link](#)

10. The terms, conditions, provisions and stipulations as contained in the agreement entitled "Gate License Agreement Consolidated Irrigation District", by and between Consolidated Irrigation District, and Calvin Shepherd, recorded January 27, 1998, (instrument) 98011018, Official Records.

[Document Link](#)

11. Rights of tenants in possession, including any unrecorded leases and/or subleases affecting the herein described property.

\*\*\*\*\* SPECIAL INFORMATION \*\*\*\*\*

\*\*\* CHAIN OF TITLE REPORT:

According to the public records, no deeds conveying the property described in this report have been recorded within a period of 2 years prior to the date of this report, except as shown herein: NONE

\*\*\* LENDER'S SUPPLEMENTAL ADDRESS REPORT:

The above numbered report is hereby modified and/or supplemented to reflect the following additional items relating to the issuance of an American Land Title Association Loan Form Policy:

Placer Title Company states that the herein described property is Commercial and that the property address is:

2121 Valley View Street, Selma, CA 93662

**\*\*\* NOTICE REGARDING FUNDS DEPOSITED IN ESCROW:**

California Insurance Code Section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available for withdrawal prior to disbursement. Funds deposited with the Company by wire transfer may be disbursed upon receipt. Funds deposited with the Company via cashier's or teller's checks drawn on a California based bank may be disbursed the next business day after the day of deposit.

NOTE: If a cashiers check is issued payable to the account holder or party to the escrow rather than the title company itself, an endorsement/signature guarantee of the payee from the issuing bank is necessary. If this guarantee is not received on the cashiers check you risk delays in closing if the check is returned for reasons of invalid endorsement by the bank.

If funds are deposited with the company by other methods, recording and/or disbursement may be delayed.

**\*\*\* DISCLOSURE OF DISCOUNTS \*\*\***

You may be entitled to a discount on your title premiums and/or escrow fees if you meet any of the following conditions:

1. You are an employee of the title insurer or Placer Title Company and the property is your primary residence; or
2. The transaction is a loan, the purpose of which is to rebuild the improvements on the property as a result of a governmentally declared disaster; or
3. The property is being purchased or encumbered by a religious, charitable or nonprofit organization for its use within the normal activities for which such entity was intended.

Please advise the company if you believe any of the above discounts apply.

**\*\*\* LENDER'S NOTE \*\*\***

In accordance with Executive Order 13224, and the USA Patriot Act, **PLACER TITLE COMPANY** compares the names of parties to the proposed transaction to the Specially Designated Nationals and Blocked Persons (SDN List) maintained by the United States Office of Foreign Asset Control.

**\*\*\* BUYER'S NOTE \*\*\***

If an ALTA Residential Owner's Policy is requested and if the property described herein is determined to be eligible for this policy, the following Exceptions From Coverage will appear in the policy:

1. Taxes or assessments which are not shown as liens by the public records or by the records of any taxing authority.
2. (a) Water rights, claims or title to water; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) unpatented mining claims; whether or not the matters exception under (a), (b) or (c) are shown by the public records.
3. Any rights, interest or claims of parties in possession of the land which are not shown by the public records.
4. Any easements or liens not shown by the public records. This exception does not limit the lien coverage in Item 8 of the Covered Title Risks.
5. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This exception does not limit the forced removal coverage in Item 12 of the Covered Title Risks.

**CLTA PRELIMINARY REPORT FORM**  
**Attachment One (Rev 06-05-14)**  
**CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990**  
**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:  
(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;  
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;  
(c) resulting in no loss or damage to the insured claimant;  
(d) attaching or created subsequent to Date of Policy; or  
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.  
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.



## **EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I (continued)**

2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

## **CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13) EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning: a) building; b) zoning; c) land use; d) improvements on the Land; e) land division; and f) environmental protection. This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks: a) that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;  
b) that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date; c) that result in no loss to You; or d) that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right: a) to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and b) in streets, alleys, or waterways that touch the Land. This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

## **LIMITATIONS ON COVERED RISKS**

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

**2006 ALTA LOAN POLICY (06-17-06)**  
**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.  
 (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.

### **EXCLUSIONS FROM COVERAGE (continued)**

7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

### **EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

### **2006 ALTA OWNER'S POLICY (06-17-06) EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

### **EXCLUSIONS FROM COVERAGE (continued)**

3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

### **EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.
7. [Variable exceptions such as taxes, easements, CC&R's, etc. shown here.]

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (12-02-13)**  
**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.  
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.



**NOTICE**  
**FEDERAL FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA)**

Upon the sale of United States real property, by a non-resident alien, foreign corporation, partnership or trust, the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA), and as revised by the Tax Reform Act of 1984 (26 USCA 897 (C)(1)(A)(1) and 26 USCA 1445) requires the transferee (Buyer) of real property to withhold Internal Revenue Service income taxes in an amount equal to ten (10%) percent of the sale price from seller's proceeds, if ANY of the following conditions are met:

- (1) The selling price is greater than \$300,000.00
- (2) The selling price is less than \$300,000 AND the purchaser does not intend to occupy the property as his residence for at least 50% of the time of the first two 12 month periods following the date of transfer.

Withholding is not required if both of the following conditions are met:

- (1) The selling price is less than \$300,000, and
- (2) The Buyer is acquiring the property as his residence, and the buyer or other qualifying family member will occupy the property for at least 50% of the time during each of the first 12-month periods following transfer of title to the buyer.

If the purchaser who is required to withhold income tax from the seller fails to do so, the purchaser is subject to fines and penalties as provided under Internal Revenue Code Section 1445. The seller may request a waiver or a reduced withholding amount by submitting a written request for a "qualifying statement" or "withholding certificate" (Form 8288-B) to: Director, Internal Revenue Service

Philadelphia Service Center  
P.O. Box 21086  
Philadelphia, PA 19114-0586

Escrow Holder will, upon written instructions from the purchaser, withhold Federal Income Tax from the seller and will deposit said tax with the Internal Revenue Service, together with IRS Forms 8288 and 8288-A. The fee charged for this service is \$25.00 payable to the escrow holder.

**CALIFORNIA WITHHOLDING**

In accordance with Sections 18662 and 18668 of the Revenue and Taxation Code, a transferee (Buyer) may be required to withhold an amount equal to 3 1/3 percent of the sales price or an alternative withholding amount certified to by the seller in the case of a disposition of California real property interest by either:

1. A seller who is an individual or when the disbursement instructions authorize the proceeds to be sent to a financial intermediary or the seller, OR
2. A corporate seller that has no permanent place of business in California.

The buyer may become subject to penalty for failure to withhold an amount equal to the greater of 10 percent of the amount required to be withheld or five hundred dollars (\$500).

However, notwithstanding any other provision included in the California statutes referenced above, no buyer will be required to withhold any amount or be subject to penalty for failure to withhold if:

1. The sales price of the California real property conveyed does not exceed one hundred thousand dollars (\$100,000.00), OR
2. The seller executes a written certificate, under the penalty of perjury, of any of the following:
  - a. The property qualifies as the seller's (or decedent's, if being sold by the decedent's estate) principal residence within the meaning of Internal Revenue Code (IRC) Section 121; or
  - b. The seller (or decedent, if being sold by the decedent's estate) last used the property as the seller's (decedent's) principal residence within the meaning of IRC Section 121 without regard to the two-year time period; or
  - c. The seller has a loss or zero gain for California income tax purposes on this sale; or
  - d. The property is being compulsorily or involuntarily converted and the seller intends to acquire property that is similar or related in service or use to qualify for non-recognition of gain for California income tax purposes under IRC Section 1033; or
  - e. If the transfer qualifies for non-recognition treatment under IRC Section 351 (transfer to a corporation controlled by the transferor) or IRC Section 721 (contribution to a partnership in exchange for a partnership interest); or
  - f. The seller is a corporation (or an LLC classified as a corporation for federal and California income tax purposes) that is either qualified through the California Secretary of State or has a permanent place of Business in California; or
  - g. The seller is a partnership (or an LLC that is not a disregarded single member LLC and is classified as a partnership for federal and California income tax purposes) with recorded title to the property in the name of the partnership of LLC; or
  - h. The seller is a tax-exempt entity under either California or federal law; or
  - i. The seller is an insurance company, individual retirement account, qualified pension/profit sharing plan, or charitable remainder trust; or
  - j. The transfer qualifies as a simultaneous like-kind exchange within the meaning of IRC Section 1031; or
  - k. The transfer qualifies as a deferred like-kind exchange within the meaning of IRC Section 1031; or
  - l. The transfer of this property will be an installment sale that you will report as such for California tax purposes and the buyer has agreed to withhold on each principal payment instead of withholding the full amount at the time of transfer.

The Seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.

**NOTICE  
DEPOSIT OF FUNDS AND DISBURSEMENT DISCLOSURE**

Unless you elect otherwise (as described below), all funds received by (the "Company") in escrow will be deposited with other escrow funds in one or more non-interest bearing escrow accounts of the Company in a financial institution selected by the Company. The depositor acknowledges that the deposit of funds in a non-interest bearing demand account by Escrow Holder may result in said company receiving a range of economic benefits from the bank in the form of services, credits, considerations, or other things of value. The depositor hereby specifically waives any claim to such economic benefits payable to Escrow Holder resulting from non-interest bearing deposits. Unless you direct the Company to open an interest-bearing account (as described below), the Company shall have no obligation to account to you in any manner for the value of, or to compensate any party for, any benefit received by the Company and/or its affiliated company. Any such benefits shall be deemed additional compensation of the Company for its services in connection with the escrow.

If you elect, funds deposited by you prior to the close of escrow may be placed in an individual interest-bearing account arrangement that the Company has established with one of its financial institutions. You do not have an opportunity to earn interest on the funds deposited by a lender. If you elect to earn interest through this special account arrangement, the Company will charge you an additional fee of \$50.00 for the establishment and maintenance of the account. This fee compensates the Company for the costs associated with opening and managing the interest-bearing account, preparing correspondence/documentation, transferring funds, maintaining appropriate records for audit/reconciliation purposes, and filing any required tax withholding statements. It is important that you consider this cost in your decision since the cost may exceed the interest you earn.

Funds deposited in an interest-bearing account will be withdrawn from such account and deposited in the Company's general escrow trust account approximately two business days prior to the scheduled close of escrow or other disbursement of such funds. If you wish to have your funds placed in an interest-bearing account (with an accompanying charge of \$50.00), please mark below and sign and return this form to your escrow officer. In addition, you must complete and return IRS Form W-9. If you do not want to have your funds deposited in an interest-bearing account, you do not need to sign or return this notice and the Company will understand you to have elected to have your funds deposited in a non-interest bearing account. If you change your mind and later wish to have your funds placed in an interest-bearing account, please contact your escrow officer.

The funds you deposit are insured only to the limit provided by the Federal Deposit Insurance Corporation.

- ☐ PLEASE CONSIDER THIS MY/OUR INSTRUCTION TO PLACE MY/OUR DEPOSIT(S) IN A SEGREGATED, INTEREST BEARING ACCOUNT. I/WE UNDERSTAND THAT AN ADDITIONAL FEE OF \$50.00 WILL BE CHARGED FOR THIS SERVICE. I/WE HAVE READ AND UNDERSTAND ALL OF THE ABOVE INFORMATION.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Date



## PRIVACY POLICY NOTICE

### Purpose Of This Notice

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document which notifies you of the privacy policies and practices of:

AGTIC Title Insurance Company  
American Guaranty Title Insurance Company  
Montana Title and Escrow Company  
National Closing Solutions  
National Closing Solutions of Alabama, LLC  
National Closing Solutions of Arkansas, LLC  
North Idaho Title Insurance Company  
North American Title Insurance Company

Old Republic National Title Insurance Company  
Placer Title Company  
Placer Title Insurance Agency of Utah  
Stewart Title Guaranty Company  
Stewart Title Insurance Company  
Westcor Land Title Insurance Company  
Wyoming Title and Escrow Company

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as an application or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

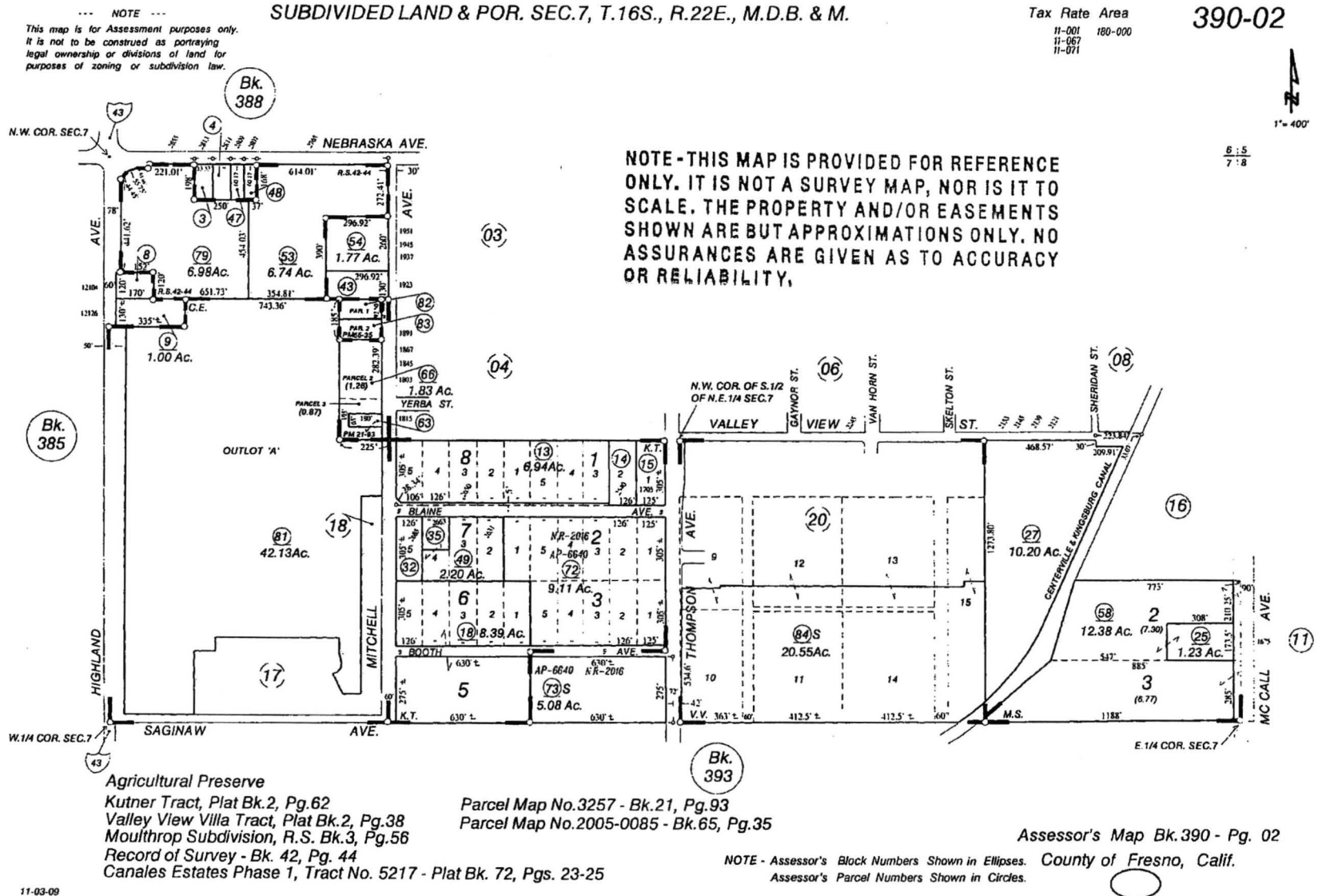
We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

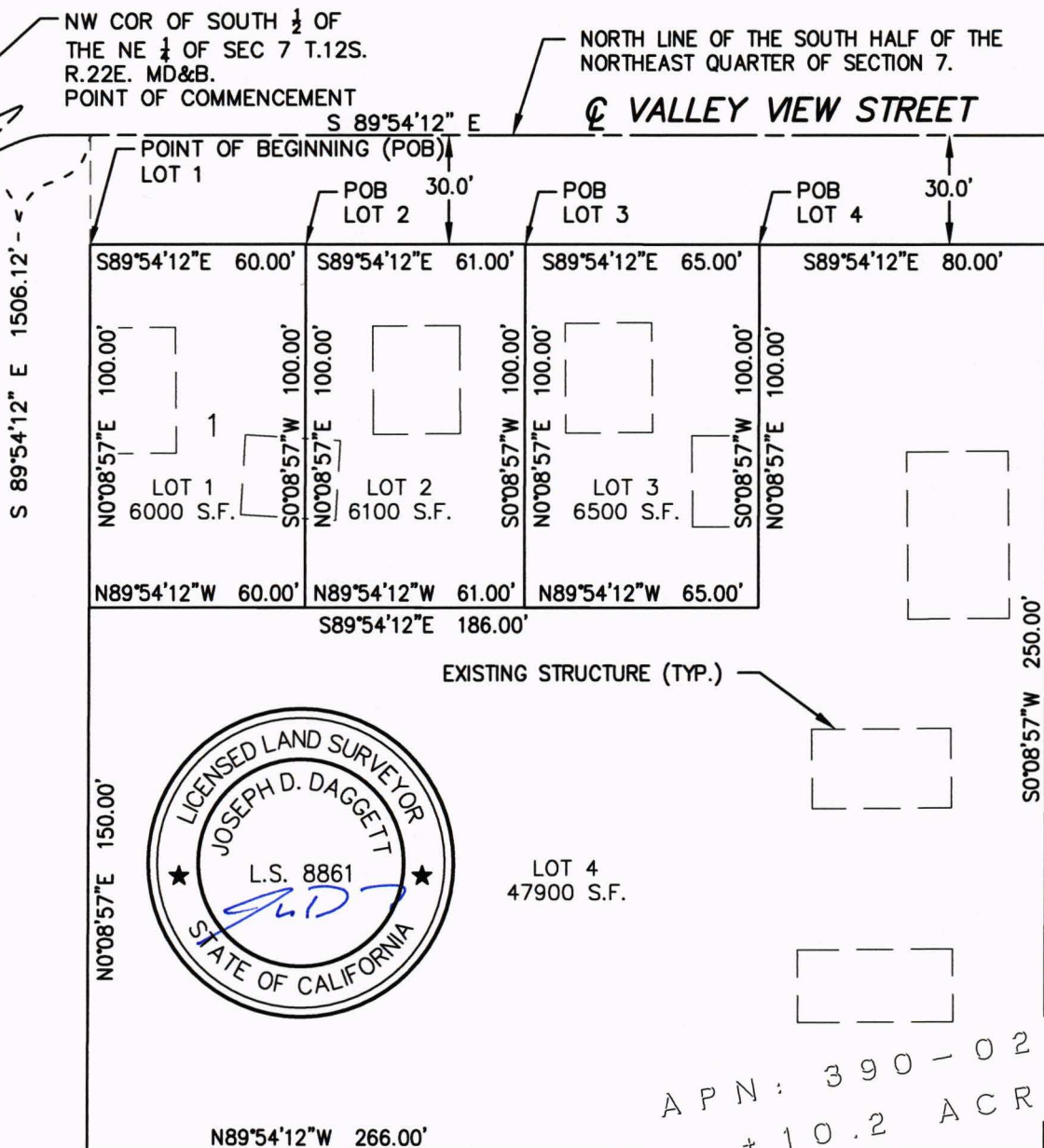
- Financial service providers such as companies engaged in banking, consumer finances, securities and insurance.
- Nonfinancial companies such as envelope stuffers and other fulfillment service providers.

**We do not disclose any nonpublic personal information about you with anyone for any purpose that is not specifically permitted by law.**

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



REVISIONS		
REV	DESCRIPTION	DATE



**GATEWAY**  
**ENGINEERING, INC.**

P. 559-320-0344 F. 559-320-0345 WWW.GEFRESNO.COM  
5811 E. PRINCETON AVENUE, FRESNO, CA 93727-1377

PROJECT: EXHIBIT B  
LOTS 1-4 EXHIBIT  
(PORTION OF APN 390-020-27)

DESCRIPTION:  
LYING WITHIN THE SOUTH 1/2 OF THE NE  
1/4 OF SEC 7 T.12S. R.22E. MD&B.

JOB NO.: \_\_\_\_\_  
DATE: 4/28/2016  
SCALE: 1"=50'

SHEET: 1 OF 1

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

May 2, 2016

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**ITEM NO:**

6.

**SUBJECT:** Application for Fence Placement Variance by Jim Reis, 2204 Young Street

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**DISCUSSION:** Application for a fence placement variance was received by the Public Works Department on April 28, 2016, from Jim Reis, for 2204 Young Street.


Mr. Reis states that the reason for this request is security for the property. A letter from Mr. Reis is attached.

Staff has contacted the utilities. SKF feels there will not be an issue, however responses have not yet been received from the other utilities due to insufficient time to respond.

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

**RECOMMENDATION:** Council consider request.

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 _____ Ken Grey/ City Manager	4-28-2016 _____ Date
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We \_\_\_\_\_ and \_\_\_\_\_  
                     Ken Grey, City Manager                      Steve Yribarren, Financial Consultant

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



# City of Selma

## Request for Front Yard Fence Placement Variance

Jim and Anita Reis I/We the said property owners  
of 2204 Young St. Selma CA. request a hearing before the City  
Council for a variance to construct a fence in the City of Selma Right of Way, and to abide  
by all the rules and regulations that pertain to the above mentioned action.

I/We also understand that in the event access is needed, the fence will be removed and/or  
reinstalled solely at the property owners expense and that any and all damages incurred to  
the property owner in the course of removal and/or reinstallation is our responsibility.

I/We also understand that this application is not approved until considered by the Selma City  
Council at a future council meeting. Once complete, all applications will be scheduled for  
consideration at their first available meeting.

All applicants will be notified of the meeting date and time by mail, telephone, and/or email.  
Applicants are requested to attend the scheduled meeting to answer any questions about the  
proposal.

Signed:	<u>Jim Reis</u>	Date:	<u>4/26/16</u>
Mailing Address:	<u>2204 Young St</u>		
Property Address:	<u>same</u>		
City, State, Zip:	<u>Selma, CA 93662</u>		
Telephone No.:	<u>(559) 896-5779</u>		
E-mail Address:	<u>jdreis53@yahoo.com</u>		

**NOTE:** THIS VARIANCE APPLIES ONLY TO THE PLACEMENT OF THE FRONT  
YARD FENCE INTO THE PUBLIC RIGHT-OF-WAY. ALL OTHER CITY OF SELMA  
FENCE STANDARDS REMAIN IN EFFECT. THE FEE OF \$175.00 IS NON REFUND-  
ABLE, REGARDLESS OF APPROVAL OR NON-APPROVAL BY COUNCIL OF  
THIS REQUEST.

**April 26, 2016**

**TO: City of Selma**

**FROM: Jim Reis**

**RE: Request for residential Fence Placement Variance for:**

**2204 Young St., corner of Sherman and Young St.**

**We are requesting a variance for the placement of a wrought iron fence on the side yard of our corner lot. It will be a 42 foot long section adjacent to Sherman Street.**

**We have read and understand the rules and regulations regarding the placement of front yard fences, and have personal and safety reasons for requesting this variance. Included are recent photos of neighboring residences with fences that currently extend into the public right- of- way.**

**Thank you for your consideration of our request.**

**Sincerely,**

**Jim Reis**

**(559) 896-5779**

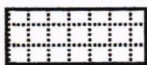
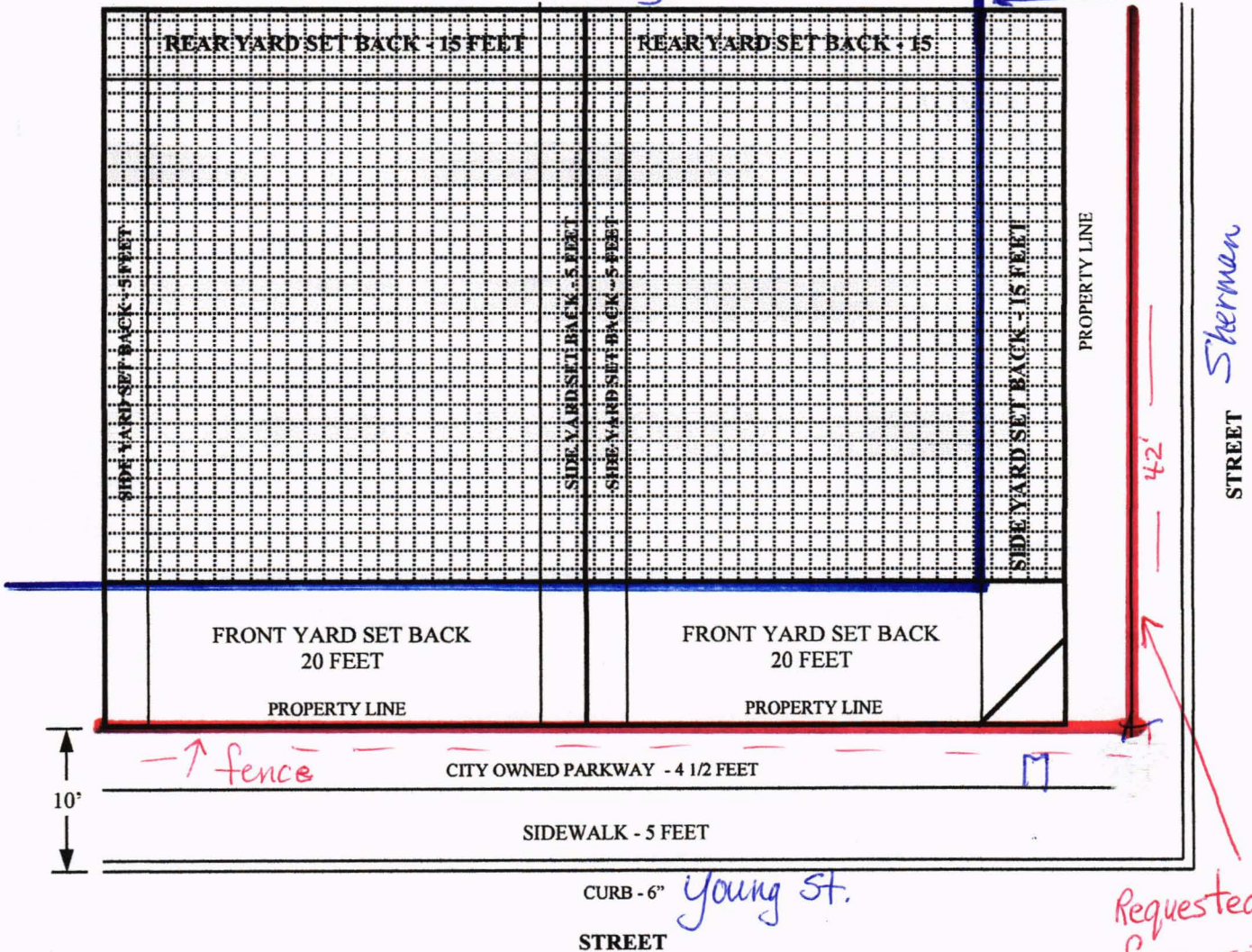
**jdreis53@yahoo.com**



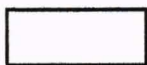
# RESIDENTIAL FENCE HEIGHTS

2204 Young St.

Edge of our house



= Area where six (6) foot high fence is allowed. (Exception: When driveway access is in the sideyard of a corner lot, then fence must be setback ten (10) feet from property line.



= The maximum fence height in the front yard set back area is 42 inches for solid fences and walls, and 48 inches for open fences and shrubs.

**\* All corner lots must have approval of the Director of Public Works**

The owner is responsible for placement of the fence on the property. the placement and height of the fence installed has been explained and I understand all costs incurred for removal will be at property owner's expense.

Signed Sam Reed

Date 4-26-16



**2204 Young – Young Street frontage**



**2204 Young – Sherman Street frontage**





**Example of proposed fence**

## Reyna Rivera

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**From:** Joan Ferrales  
**Sent:** Friday, April 29, 2016 8:02 AM  
**To:** Reyna Rivera  
**Subject:** FW: 2204 Young Street, Selma

Calwater comments

---

**From:** Santos, Allison [mailto:asantos@calwater.com]  
**Sent:** Friday, April 29, 2016 7:53 AM  
**To:** Joan Ferrales  
**Subject:** RE: 2204 Young Street, Selma

The service is right behind curb in front of property, so we would need the fence to go around with at least a foot clearance.  
Thank you

---

**From:** Joan Ferrales [mailto:JoanF@cityofselma.com]  
**Sent:** Thursday, April 28, 2016 3:59 PM  
**To:** Santos, Allison  
**Subject:** RE: 2204 Young Street, Selma

This is an EXTERNAL EMAIL. Stop and think before clicking a link or opening attachments.  
Thank you!

---

**From:** Santos, Allison [mailto:asantos@calwater.com]  
**Sent:** Thursday, April 28, 2016 3:36 PM  
**To:** Joan Ferrales  
**Subject:** RE: 2204 Young Street, Selma

Depending on if our box is directly behind the sidewalk and it usually is. We need to be able to access service for meter reading and repairs. So the fence needs to go around with a foot of clearance, or be behind the meter box a foot. I can look tomorrow and see exactly where our service is.

---

**From:** Joan Ferrales [mailto:JoanF@cityofselma.com]  
**Sent:** Thursday, April 28, 2016 3:18 PM  
**To:** Santos, Allison  
**Subject:** RE: 2204 Young Street, Selma

This is an EXTERNAL EMAIL. Stop and think before clicking a link or opening attachments.  
We understand the property owner needs to call 811 before they dig. Our request is whether Calwater has an issue with a fence directly behind the sidewalk.

Joan

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**From:** Santos, Allison [mailto:asantos@calwater.com]  
**Sent:** Thursday, April 28, 2016 2:48 PM  
**To:** Joan Ferrales  
**Subject:** RE: 2204 Young Street, Selma

Joan,  
The Property owner needs to call 811 to have utilities marked.

CWS service is in the front so we need access to be able to read and repair our service. So the fence needs to go around or be a foot behind.

In the past there has been fences placed over our service or in front of so we do not have access and have had to move out to sidewalk. Is there anything we can do about this in the future?

Thanks  
Allison

---

**From:** Joan Ferrales [mailto:JoanF@cityofselma.com]  
**Sent:** Thursday, April 28, 2016 1:54 PM  
**To:** Santos, Allison; Markarian, Michael; Adam Mohler (adam.mohler@att.com); dr2359@att.com; 'Erica Cabrera (erica.cabrera@pge.com)'; Maloy, Cam (CAM7@pge.com); Cleaver, Steve (R8CB@pge.com)  
**Cc:** Romeo Shiplee; Engineering  
**Subject:** 2204 Young Street, Selma

This is an EXTERNAL EMAIL. Stop and think before clicking a link or opening attachments.

The property owner at 2204 Young Street in Selma, is wanting to place a wrought iron fence directly behind the sidewalk on the Sherman Street frontage of the property.

Please confirm that there are no utilities in the proposed fence line.

Thank you in advance for responding.

Joan Ferrales  
Public Works Administrative Assistant  
City of Selma  
1710 Tucker Street  
Selma, CA 93662  
559 891 2215  
559 896 5909 (fax)  
joanf@cityofselma.com

### **Allison Santos**

Storekeeper-Operators Clerk  
**CALIFORNIA WATER SERVICE**  
**559-896-4546**



**Quality. Service. Value.**  
calwater.com

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

May 2, 2016

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**ITEM NO:**

7.

**SUBJECT:** Consideration and necessary action on request from Selma Chamber of Commerce to waive fees for the annual Raisin Festival.

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**DISCUSSION:** The Selma Chamber of Commerce has submitted a request to waive fees associated with the annual Raisin Festival.

Fees associated with this event include Special Events Permit, Park Rental, Facility Use Rental, Street Closure Permit, Sound Permit, Barricade Fees which total approximately \$1,000. This does not include any Staff time, Public Works man hours or Police overtime. The cost for staff would equate to aprox \$7,300.

This event will take place on May 4 - 8, 2016, and will be the usual route. City Council may consider waiving fees for this event on a year to year basis or consider an ongoing fee waiver, with an option to review at any point of time.



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

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**RECOMMENDATION:** Consider request from the Selma District Chamber of Commerce to Waive fees for the Annual Raisin Festival.

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 _____ Ken Grey, City Manager	4-27-2016 _____ Date
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We \_\_\_\_\_ and \_\_\_\_\_  
                     Ken Grey, City Manager                      Steve Yribarren, Financial Consultant

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

## Reyna Rivera

---

**From:** Chamber Director  
**Sent:** Wednesday, April 20, 2016 2:16 PM  
**To:** Reyna Rivera  
**Subject:** Council Meeting

The Selma Chamber of Commerce would like to be placed on the May 2, 2016 agenda to request a waiver of fees for the 2016 Raisin Festival.

## Reyna Rivera

---

**From:** Mikal Kirchner  
**Sent:** Wednesday, April 20, 2016 3:06 PM  
**To:** Reyna Rivera  
**Subject:** RE: Raisin Festival

### Use of Lincoln Park:

\$65.00 Park Rental.

Tuesday, Wednesday, Thursday, Friday, Saturday and Sunday.

\$65.00 x 6 days = \$325.000

### Use of Senior Center:

3 Hours Friday Night x \$12.00 per hour \$36.00

8 hours Saturday x \$12.00 per hour \$96.00

\$20.00 Admin Fee \$20.00

\$152.00

**Total \$477.00**

Let me know if you need anything else.

Mikal Kirchner  
Director Selma Recreation and Community Services  
"Creating Community Through People, Parks & Programs"



---

**From:** Reyna Rivera  
**Sent:** Wednesday, April 20, 2016 2:25 PM  
**To:** Bryant Hemby; Jerry Howell; Engineering; Joan Ferrales; Michael Kain; Mikal Kirchner; Greg Garner; Romeo Shiplee  
May 2, 2016 Council Packet

## Reyna Rivera

---

**From:** Greg Garner  
**Sent:** Wednesday, April 20, 2016 2:56 PM  
**To:** Reyna Rivera  
**Subject:** RE: Raisin Festival

\$4950.00 in proposed contract law enforcement services.

GregG

*"We make a living by what we get.  
We make a life by what we give..."*  
Winston Churchill

Greg Garner  
Chief of Police  
Selma Police Department  
1935 East Front Street, Selma, Ca 93662  
Office: (559) 891-2280

---

**From:** Reyna Rivera  
**Sent:** Wednesday, April 20, 2016 2:25 PM  
**To:** Bryant Hemby; Jerry Howell; Engineering; Joan Ferrales; Michael Kain; Mikal Kirchner; Greg Garner; Romeo Shiplee  
**Cc:** Ken Grey  
**Subject:** Raisin Festival

I need to know what/if any costs are incurred from your department for the Raisin Festival, in order to prepare a staff report to accurately describe what fees Council will be asked to waive. I will need the dollar amount and breakdown by Monday, April 25<sup>th</sup>, since this will go to Council on Monday, May 2<sup>nd</sup>.

Reyna Rivera  
City Clerk

City of Selma  
1710 Tucker Street  
Selma, CA 93662

559/891-2200 ext. 3104  
559/891-1068

## Reyna Rivera

---

**From:** Bryant Hemby  
**Sent:** Wednesday, April 20, 2016 4:54 PM  
**To:** Reyna Rivera  
**Subject:** RE: Raisin Festival

Sound Permit \$50.00  
Special Event \$72.00  
Road Closure \$90.00

---

**From:** Reyna Rivera  
**Sent:** Wednesday, April 20, 2016 2:25 PM  
**To:** Bryant Hemby; Jerry Howell; Engineering; Joan Ferrales; Michael Kain; Mikal Kirchner; Greg Garner; Romeo Shiplee  
**Cc:** Ken Grey  
**Subject:** Raisin Festival

I need to know what/if any costs are incurred from your department for the Raisin Festival, in order to prepare a staff report to accurately describe what fees Council will be asked to waive. I will need the dollar amount and breakdown by Monday, April 25<sup>th</sup>, since this will go to Council on Monday, May 2<sup>nd</sup>.

Reyna Rivera  
City Clerk

City of Selma  
1710 Tucker Street  
Selma, CA 93662

559/891-2200 ext. 3104  
559/891-1068

Raisin Festival 2016

Labor Cost

Hours required	31
Fully burdened hourly rate	<u>74.48</u>
Labor total	\$ 2,308.88

Barricades

# of barricades needed	54
rental cost/each	<u>5</u>
	\$ 270.00

<b>Total cost</b>	<b>\$ 2,578.88</b>
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**CITY MANAGER'S REPORT**  
**COUNCIL MEETING DATE:**

**May 2, 2016**

**ITEM NO:**

**SUBJECT:** 8. Consideration and Necessary Action on Resolution Authorizing City Manager to Execute Amendment to Scope of Services and Compensation Schedule for Consulting Services for Selma Sewer Main Project

**DISCUSSION:** The City entered into an agreement, referred to as "Scope of Services and Compensation Schedule" on March 17, 2015 with NHA Advisors LLC (Consultant) for predevelopment financial advisory services relative to the formation of a Community Facilities District and issuance of bonds to fund the North Selma Sewer Main Project. The Consultant was required to perform a number of additional services in addition to what was originally contemplated for the preliminary services, referred to in the agreement as Tasks 1 and 2, including, but not limited to, working with City Staff to develop and have approved by the County Board of Supervisors a Joint Powers Agreement, which is the only means by which the City can establish a Community Facilities District to fund this project since the property benefitted by the project all lies outside the current City boundaries; significant work relative to defining the property to be benefitted, and taxed; the development of financial information concerning apportionment of the special tax; and, other unforeseen services required to reach the point at which the City is able to form a Community Facilities District and issue bonds which will provide funds to pay for the approximately 3.3 million dollar project.

<b><u>COST</u></b>		<b><u>BUDGET IMPACT</u></b>
\$15,000 increase in cap on specified tasks covered by the original agreement, all of which is to be paid out of bond proceeds.		None, all fees are to be paid out of bond proceeds from the Community Facilities District Bond financing.
<b><u>FUNDING</u></b>		<b><u>ON-GOING COST</u></b>
Not applicable.		Not applicable.

**RECOMMENDATION:** Adopt Resolution Authorizing City Manager to Execute Amendment to Scope of Services and Compensation Schedule for North Selma Sewer Main Project Consulting Services by NHA Advisors LLC.

Date: April 28, 2016

/s/ Neal E. Costanzo

Neal E. Costanzo, City Attorney

Date: April 28, 2016

/s/ Ken Grey

Ken Grey, City Manager



RESOLUTION NO. 2016 – \_\_\_\_R

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**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA AUTHORIZING  
CITY MANAGER TO EXECUTE AMENDMENT TO SCOPE OF SERVICES AND  
COMPENSATION SCHEDULE FOR SERVICES OF NHA ADVISORS LLC RELATIVE  
TO SERVICES FOR FUNDING OF NORTH SELMA SEWER MAIN PROJECT**

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**WHEREAS**, the City has formed a Community Facilities District to fund the North Selma Sewer Main Project and in connection therewith has entered into an agreement on March 17, 2015, for services to be provided by NHA Advisors LLC (Consultant) for financial advisory services; and

**WHEREAS**, the scope of services actually provided by Consultant has increased so that the compensation payable for tasks currently being completed should be increased to exceed the current cap for those services of \$20,000 to a cap of \$35,000; and

**WHEREAS**, the fees for services of Consultant are to be paid out of bond proceeds from the Community Facilities District bond financing contemplated for this project and in light of the expansion of the scope of services provided by Consultant, Consultant and the City desire to increase the cap for services rendered in connection with this project relative to what are referred to in the existing agreement as Tasks 1 and 2 from \$20,000 to \$35,000.

**NOW, THEREFORE**, be it resolved as follows:

1. The foregoing facts are true and correct.
2. The City Manager is authorized to execute the Amendment to Scope of Services and Compensation Schedule (designated as Exhibit C-2, attached to this Resolution and incorporated by reference).

\*\*\*\*\*

The foregoing Resolution was duly approved this 2<sup>nd</sup> day of May, 2016 by the following vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

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Scott Robertson Mayor of the City of Selma

ATTEST:

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Reyna Rivera City Clerk of the City of Selma

## EXHIBIT C-2

### AMENDMENT TO SCOPE OF SERVICES AND COMPENSATION SCHEDULE:

#### CITY OF SELMA ("CITY") CONSULTING SERVICES (NORTH SELMA SEWER MAIN PROJECT)

**Agreement** – City of Selma ("City") and NHA Advisors, LLC ("Consultant") have executed an Independent Registered Municipal Advisor Professional Services Agreement ("Agreement"), effective July 7, 2014 ("Effective Date"). This EXHIBIT C-2 shall be incorporated into the Agreement and amend previously executed EXHIBIT C (which is dated March 17, 2015) to provide additional scope of services and compensation for said services.

Additionally, this EXHIBIT C-2 (per Municipal Securities Rulemaking Board and United States Securities Exchange Commission rules) reiterates and supplements statements of Consultant's duties and disclosures found in the Agreement.

**Objective** – NHA Advisors LLC ("Consultant") will work with City staff and other parties to develop funding strategies and options for financing the Project, as well as other general advice as needed by City staff related to the Project. The scope of work will generally include the following steps:

#### **Additional Scope of Service – Sub-Task 1 - Pre-Development Financial Advisory Services**

Consultant will act in the role of financial advisor to City to develop a funding strategy to meet all required Project related public improvements. Work by Consultant to the City will include:

- Work with City staff, City Attorney and assembled financing team to identify, advise and implement all necessary actions to negotiate, structure and form a Joint Public Facility Financing Authority with the County of Fresno.

**Amended Compensation Schedule.** For additional work described within this EXHIBIT C-2, Consultant shall be compensated an additional \$15,000. Therefore, the combined not-to-exceed amount for Project related Task 1 and Task 2 services shall be increased from \$20,000 to \$35,000 and be paid out of bond proceeds from the community facilities district bond financing. All direct out-of-pocket expenses will be charged at cost and will not include California travel-related expenses.

There will be no change to compensation schedule for work described within EXHIBIT C as Task 3 Services. This not to exceed fee shall remain at \$45,000 and be payable contingent upon a successful closing of the financing. As noted, this fee will be dependent upon factors such as whether the loan is funded through a state or federally subsidized program, is privately placed with a bank or is brought to the market as a publicly issued municipal bond. All direct out-of-pocket expenses will be included within this fee and shall not exceed \$2,000. California travel related expenses will not be included.

### **Independent Registered Municipal Advisor Duties and Disclosures**

Consultant will continue to serve in the capacity of Independent Registered Municipal Advisor ("IRMA") to the City to provide financial advice, assistance, representation for solicited and unsolicited financing proposals from banking and financial institutions as well as general financial consulting services.

Consultant serving as the IRMA to the City will act in accordance with its fiduciary duty in the following manner:

- The IRMA will work solely in the interest of the City
- The IRMA has the duty to fairly assess whether the financing terms and covenants are favorable to the City
- The IRMA has a duty to fairly assess whether the rates and yields are favorable
- The IRMA will represent the City with sufficient knowledge of the bond market to negotiate the transaction for the City's best interest

Under the Municipal Securities Rulemaking Board (the "MSRB") regulations effective on July 1, 2014, the IRMA is required to disclose certain conflicts of interest to their City's. In accordance with those proposed regulations Consultant make the following disclosures:

- Consultant may serve other cities, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*
- Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code § 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.
- As of the date of the Agreement, there are no actual or potential conflicts of interest that Consultant is aware of that might impair its ability to render unbiased and competent advice or to fulfill its fiduciary duty. If Consultant becomes aware of any potential conflict of interest that

arise after this disclosure, Consultant will disclose the detailed information in writing to City in a timely manner.

- The fee paid to Consultant increases the cost of investment to City. The increased cost occurs from compensating Consultant for municipal advisory services provided.
- Consultant does not act as principal in any of the transaction(s) related to this Agreement.
- During the term of the municipal advisory relationship, this agreement will be promptly amended or supplemented to reflect any material changes in or additions to the terms or information within this agreement and the revised writing will be promptly delivered to City.
- Consultant does not have any affiliate that provides any advice, service, or product to or on behalf of the City that is directly or indirectly related to the municipal advisory activities to be performed by Consultant.
- Consultant has not made any payments directly or indirectly to obtain or retain the City's municipal advisory business.
- Consultant has not received any payments from third parties to enlist any recommendation to City of its services, any municipal securities transaction or any municipal finance product.
- Consultant has not engaged in any fee-splitting arrangements involving Consultant and any provider of investments or services to City.
- Consultant does not have any conflicts of interest from compensation for municipal advisory activities to be performed, that is contingent on the size or closing of any transactions as to which Consultant is providing advice.
- Consultant does not have any other engagements or relationships that might impair the Consultant's ability either to render unbiased and competent advice to or on behalf of City or to fulfill its fiduciary duty to the City, as applicable.
- Consultant does not have any legal or disciplinary event that is material to City's evaluation of the municipal advisory or the integrity of its management or advisory personnel.

Legal Events and Disciplinary History. Consultant does not have any legal events and disciplinary history on its Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. City may electronically access Consultant's most recent Form MA and each most recent Form MA-I filed with the Commission at the following website:

[www.sec.gov/edgar/searchedgar/companysearch.html](http://www.sec.gov/edgar/searchedgar/companysearch.html)

CONSULTANT

CITY

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NHA Advisors LLC

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City of Selma



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Eric J. Scriven, Principal

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Ken Grey, City Manager

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

**May 2, 2016**

**ITEM NO:** 9.  
**SUBJECT:**

Introduction and First Reading of Ordinance Amending Title XI, Chapter 2, Section 2 of the Selma Municipal Code Regarding the Zoning Map Boundaries of the City of Selma.

**DISCUSSION:** The City previously approved an Environmental Assessment No. 2005-0022, a Vesting Tentative Tract Map No. 5361 and a Reorganization/Annexation Application for this single family residential project. On filing the Reorganization/Annexation Resolution, the County of Fresno notified the City that two parcels which should have been included, were not included in the rezoning resolution that preceded submission of the Resolution of Application to LAFCO for annexation of this land.

To rectify that oversight, an ordinance changing the zoning map boundaries of the City so as to designate zoning for the previously unidentified parcels) that were not rezoned prior to submission of the Resolution of Application to annex this property needs to be adopted. With the rezoning of all of the properties covered by the Annexation Application, this entire subdivision can be annexed, without a hearing by LAFCO as there is 100% landowner approval for this annexation.

<b>COST</b>		<b>BUDGET IMPACT</b>
None.		None.
<b>FUNDING</b>		<b>ON-GOING COST</b>
Not applicable.		Not applicable.

**RECOMMENDATION:** Waive First Reading and Introduction of Ordinance Amending Title XI, Chapter 2, Section 2 of the Selma Municipal Code regarding zoning map boundaries and schedule public hearing for next regular meeting to consider adoption of ordinance and resolution rezoning the same property and providing additional information required by LAFCO.

Date: April 27, 2016

*/s/ Neal E. Costanzo*

Neal E. Costanzo  
City Attorney for City of Selma

Date: 4-27, 2016

*Ken Grey*  
Ken Grey, City Manager

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**ORDINANCE NO. 2016-\_\_R**

**AN ORDINANCE AMENDING  
TITLE XI, CHAPTER 2, SECTION 2 OF THE  
SELMA MUNICIPAL CODE REGARDING THE ZONING MAP  
BOUNDARIES OF THE CITY OF SELMA**

---

**WHEREAS**, the Zoning Boundaries Map for the City of Selma is provided for in Title XI, Chapter 2 of the Selma Municipal Code; and

**WHEREAS**, the City Council of the City of Selma desires to amend the Zoning Boundaries Map to prezone property ("Property") hereinafter described and currently zoned AE-20 (Agriculture Exclusive) by the County of Fresno to the R-1-7 (One Family Residential, minimum 7,000 square feet per dwelling unit) R-1-9 (One Family Residential, minimum 9,000 square feet per dwelling unit) and R3 (8.0 to 14.0 dwelling units per gross acre) districts zoning which shall become effective upon annexation of the Property to the City of Selma; and

**WHEREAS**, the Property being prezoned is located on the north side of Dinuba Avenue between Duke and Orange Avenues, Selma, CA (APN 358-021-18, 20); and

**WHEREAS**, the Property (APN: 358-021-20) 14.40 acres being prezoned R-1-9 (APN: 358-021-18) 8.94 acres being prezoned R-1-7 and 4.46 acres to be prezoned R3 and is consistent with the General Plan Land Use Designation; and

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

1. **BOUNDARIES:** The Zoning Boundaries Map for the City of Selma, as provided under Title XI, Chapter 2 of the Selma Municipal Code is hereby amended to prezone the subject Property to R-1-7, R-1-9 & R3.

2. **ZONING BOUNDARIES MAP:** Section 1 of Chapter 2 of Title XI of the Selma Municipal Code is amended to read as follows:

"11-2-2: ZONING BOUNDARIES MAP: A copy of the Zoning Boundaries Map, as amended from time to time, shall be filed in the Office of the Community Development Department of the City of Selma. A copy shall also be filed with the City Clerk of the City of Selma."

3. **REQUIRED NOTICE:** Notice as required herein above shall be given in accordance with Section 36933 of the Government Code of the State of California.

{00014334.DOCX;1}[1]



4. CALIFORNIA ENVIRONMENTAL QUALITY ACT: The Selma City Council having considered Environmental Assessment No. 2005-0022 prepared for Zone Change No. 2005-0022, Vesting Tentative Tract Map No. 5361, and Reorganization/Annexation No. 2005-0022 ("Project") determined that the project does not have the potential to result in a significant adverse impact on the environment. The 2035 General Plan Environmental Impact Report certified by this Council and reflecting the Council's independent judgment and analysis of the entire record before the Council on that Environmental Impact Report, which examined the impacts of zoning the property as provided for in this Ordinance evaluated and addressed all potential impacts and those potential impacts are not required to be evaluated further.

5. SEVERABILITY: If any section, subsection, 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.

6. EFFECTIVE DATE: Ordinance shall take effect 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 2<sup>nd</sup> day of May 2016 and duly adopted on \_\_ day of \_\_\_\_\_, at a regular Selma City Council meeting by the following vote, to wit:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSTENTION:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:

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Scott Robertson, Mayor of the City of Selma

ATTEST:

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Reyna Rivera  
City Clerk of the City of Selma

AS TO FORM:

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Neal E. Costanzo, City Attorney

{00014334.DOCX;1}[2]

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

May 2, 2016

ITEM NO: 10.

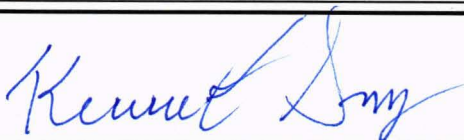
SUBJECT: Consideration and Necessary Discussion on Development Fees for  
New Toyota Auto Dealership.

**DISCUSSION:** The applicant, Fahrney Land Management LLC., has been informed of the development and building fees (attached). After review of fees, they have concerns over the equity of these fees. The proposed Toyota dealership (project) consists of a  $\pm$  48,000 sq. ft. sales and service complex.

Fees reflected are to the most recent fee study and current building administrative codes as set by Council Resolution. Existing fees are based on the information supported by the Development Impact Fee Nexus Report ("Nexus Report") received from Revenue and Cost Specialists (RCS), in April 2015. The Nexus Report examines the estimated cost of providing the identified services or establishing the needed infrastructure attributable to specific types of development or change in land use, and sets the amount of each fee so that there is a reasonable relationship between the amount of the fee and the cost to the City of providing the facilities or service anticipated to be necessary for that development or change in land use.

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

**RECOMMENDATION:** Fee Schedule<sup>(1)</sup> has been examined and deemed fair in comparisons to other cities according to our recent study.



Ken Grey, City Manager

4-28-2016

Date

# Receipt of Fees / Invoice of Fees

## City of Selma

<b>Permit Number:</b>	15-0604	<b>Applied Date:</b>	11/16/2015
<b>Issued Date:</b>		<b>Parcel #:</b>	
<b>Project Address:</b>	3480 FLORAL AVE		
<b>Project Description:</b>	NEW AUTO DEALERSHIP (TOYOTA)		
<b>Property Owner:</b>			
<b>Contractor:</b>	None		
<b>Comments:</b>			
<b>Applicant Name:</b>	FAHRNEY LAND MANAGEMENT LLC	<b>Phone:</b>	

<u>DESCRIPTION</u>	<u>ACCT NUMBER</u>	<u>AMOUNT PAID</u>
ADA INSPECTION	100-3200-450.422.000	300.00
ADA PLAN CHECK	100-3200-450.421.000	300.00
BUILDING FEES	100-3200-442.000.000	25,683.74
BUILDING STANDARDS ADMIN FEE	803-0000-216.000.000	260.00
COMMERCIAL LIFE AND SAFETY	100-2500-450.325.000	4,173.61
CUP	100-3100-454.200.000	2,066.00
ELECTRICAL FEES	100-3200-442.020.000	3,069.31
ENVIROMENTAL ASSEMENT/CAT EX	100-3100-454.330.000	395.00
FILING FEE	803-0000-218.000.000	50.00
FIRE IMPACT FEES	403-5100-450.100.000	3,112.90
GENERAL FACALITIES FEES	404-5100-450.100.000	3,939.76
GRADING INSPECTION	100-5100-451.200.000	900.00
GRADING PLAN CHECK	100-5100-450.320.000	412.00
LANDSCAPE PLAN CHECK & INSPEC	100-3100-454.510.000	680.00
LONG RANGE PLANNING	408-3100-454.950.000	2,568.38
MECHANICAL FEES	100-3200-442.030.000	1,546.42
MINOR MODIFICATION	100-3100-454.570.000	2,252.00
PLAN CHECK	100-3200-450.300.000	16,694.43
PLUMBING FEES	100-3200-442.000.000	1,925.68
POLICE FEES	402-5100-450.100.000	18,093.71
SALE MAPS & PUBLICATIONS	100-3200-459.250.000	280.00
SEWER CONNECTION FEE	406-5100-450.100.000	3,216.40
SITE PLAN REVIEW	100-3100-454.660.000	50.00
SMIP FEE	803-0000-221.000.000	18,191.00
STORM DRAIN FEES	405-5100-450.100.000	30,885.77
TRAFFIC FEES	401-5100-450.100.000	169,361.00
WASTE WATER TREATMENT FEES	410-5100-450.100.000	3,599.29
		<b>314,006.38</b>

<u>Receipt #</u>	<u>Payment Date</u>	<u>Check # / Ref</u>	<u>Payment Amount</u>
1032480	11/16/2015	1059	11,710.00
0			0.00
0			0.00
<b>Total Paid:</b>			<b>11,710.00</b>
<b>Total Balance Due:</b>			<b>302,296.38</b>

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

**May 2, 2016**

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**ITEM NO:**

**SUBJECT:** 11. Consideration and Necessary Action on (1) Resolution Approving Minor Modification 2007-0148 to Site Plan No. 2006-0008 with Conditions and Certifying Mitigated Negative Declaration and (2) Resolution Initiating Fresno County LAFCO Proceedings for Annexation (Selma Grove Commercial Project) (Toyota).

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**DISCUSSION:**

On March 1, 2010, the City Council approved a series of resolutions, including a resolution approving Site Plan 2006-0008 and certifying an Environmental Impact Report (Environmental Assessment No. 2006-0008), and, initiating the "DeWolf-Floral Reorganization/Annexation No. 2006-0008", by Resolution No.'s 2010-9R, and 2010-13R. The approved Site Plan, Environmental Impact Report and Resolution Initiating the DeWolf/Floral Reorganization Annexation authorized what is known as the Rockwell Pond Commercial Project, a proposal for a commercial center with approximately 973,000 square feet of commercial uses on approximately 94 acres of land North of Floral between DeWolf Avenue and Highway 99. The City adopted, but never processed a Resolution of Application to Fresno County Local Agency Formation Commission (LAFCO) initiating the annexation of this entire project. The annexation was placed on hold pending the outcome of the litigation commenced by Consolidated Irrigation District.

With the passage of time, the developers of the Rockwell Pond Commercial Project have determined a need to progress in phases both with respect to the development of the Rockwell Pond Commercial Project as a whole and annexation of the territory to be included within that project.

To allow for the development in phases, the Farhney Group applied for a minor modification to Site Plan No. 2006-0008 and the City prepared a Mitigated Negative Declaration, in response. The Mitigated Negative Declaration (MND) is based upon the EIR certified approximately six years before and determines the project will not have any significant effect on the environment with the incorporation of measures to mitigate or avoid such impacts. The minor modification requested by Farhney Group involves the development of approximately 35.88 acres of land within the Rockwell Pond Development Project and consisting of a regional commercial automotive outlet with approximately 361,000 square feet of commercial use. The minor modifications to the existing Site Plan (2006-0008) simply identifies the 35.88 acres to be developed



as a Toyota Dealership within the Rockwell Pond Commercial Project and the Mitigated Negative Declaration prepared for this project finds and determines that there are no environmental impacts that have not been mitigated to a level of less than significance by virtue of the conditions for approval of the minor modifications. No substantive comments were received during the 45 day publication of the MND. The modification to the Site Plan is solely and only to allow for the development of the Toyota Dealership in advance of any other development within the Rockwell Pond Commercial Development. This particular annexation of a portion of the territory comprising the Rockwell Pond Commercial Project previously approved is designated as the "DeWolf-Floral-Farhney Reorganization Annexation or the "Selma Grove Commercial Project". The reason for the new name is to differentiate this annexation from annexation of additional property which will follow development of the Toyota dealership.

The Resolution of Application to LAFCO simply requests the annexation to the City of Selma of the 35.88 acres of land at which the Toyota Dealership will be developed. The development is already progressing as the County has consented to the City's issuance of permits for preliminary construction activities including installation of infrastructure and grading of the project site. Only one comment was received in response to the Mitigated Negative Declaration, specifically, from LAFCO, and the comment was not a substantive comment on the content of the MND. A copy of the MND is attached to the Resolution Approving the Minor Modification and Certifying the MND as Attachment B.

Because it involves the certification of a new environmental analysis, in the form of an MND and the initiation of annexation proceedings, a public hearing on this item is required.

<b><u>COST</u></b>		<b><u>BUDGET IMPACT</u></b>
None.		None.
<b><u>FUNDING</u></b>		<b><u>ON-GOING COST</u></b>
N/A		N/A

**RECOMMENDATION:** Conduct public hearing and adopt Resolution Approving Minor Modification 2007-0148 to Site Plan No. 2006-0008 and Certifying Mitigated Negative Declaration with findings and conditions and adopt Resolution of Application commencing DeWolf-Floral-Farhney Reorganization Annexation, also known as the Selma Grove Commercial Project.

**ATTACHMENTS:** 1. Resolution Approving Minor Modification and Certifying MND  
2. Resolution Initiating Annexation Proceedings

Date: April 27, 2016

*/s/ Neal E. Costanzo*

\_\_\_\_\_  
Neal E. Costanzo  
City Attorney for City of Selma

Date: 4-27, 2016

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

**RESOLUTION NO. 2016- R**  
**A RESOLUTION OF THE CITY OF SELMA CITY COUNCIL**  
**APPROVING MINOR MODIFICATION 2007-0148 TO SITE**  
**PLAN NO. 2006-0008 AND CERTIFYING MITIGATED NEGATIVE**  
**DECLARATION WITH FINDINGS AND CONDITIONS**

**SELMA GROVE COMMERCIAL PROJECT**

**WHEREAS**, on May 2, 2016, the Selma City Council, at a regularly scheduled meeting, held a public hearing to consider a request by Fahrney Group for approval of Minor Modification 2007-0148 to Site Plan 2006-0008. The Project is to build a regional commercial center with approximately 361,000 square feet of commercial uses on +35.88 acres of land north of Floral Avenue between De Wolf Avenue and Highway 99 (APN 348-191-06s) pending reorganization/annexation; and

**WHEREAS**, the application for reorganization/ annexation is being filed and action is required at this time; 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 (SCH# 201610000062), which resulted in a proposed Mitigated Negative Declaration, for the Project and the staff report together with all public testimony of interested parties; and

**WHEREAS**, under Public Resources Code, Section 21080.1, Division 13, California Environmental Quality Act (CEQA), the City of Selma is responsible for determining whether an environmental impact report, a negative declaration, or a mitigated negative declaration is required for the Project; and

**WHEREAS**, the City Council considered Mitigate Negative Declaration No. 2016-0021 prepared for it concerning the Project and discussed whether the Project will have a significant effect on the environment with mitigation measures and site conditions placed on the Project and identified in the Mitigated Negative Declaration; and

**WHEREAS**, a Mitigate Negative Declaration has been prepared for the City in accordance with CEQA and the mitigation measures, as well as a program for reporting on and monitoring the mitigation measures, have been made conditions of approval of the Project to mitigate or avoid significant environmental effects; and

**WHEREAS**, based on substantial evidence provided in the Mitigated Negative Declaration and the record as a whole before the City Council for Environmental Assessment No. 2016-0021 and public comments related to the Project, it has been determined that this Project will not have any significant effects on the environment with the incorporation of measures to mitigate or avoid such impacts and the City Council certifies the adequacy of and adopts the Mitigated Negative Declaration; and

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

{00014320.DOC;1}



1. The proposed Minor Modification 2007-0148 to Site Plan 2006-0008 is consistent with Selma's Development Standards with the approval of the Site Plan Review.
2. The proposal provides for the logical and orderly expansion of the City of Selma. The site is physically suitable for the proposed commercial development because the proposed project site is of adequate lot size, lot configuration, and access to approved streets to promote commercial development.
3. The site is physically suitable for the proposed density of this development because the existing and planned infrastructure, required as conditions of development, will support the proposed development. There are no physical constraints that would prohibit development at the proposed density.
4. The design of the project or the proposed improvements is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.
5. The design of the project or type of improvements is not likely to cause serious public health problems.
6. The design of the project or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed project.
7. All conditions of approval related to dedications, street improvements, the installation of infrastructure such as sewer and water lines, storm drain facilities, and other public improvements have been evaluated and it has been confirmed that a rough proportionality and/or a required degree of connection exists between the dedication imposed or public improvement required and the proposed development; and

**WHEREAS**, the City Council, having made its findings of fact, was of the opinion that Minor Modification No. 2007-0148 should be approved subject to certain conditions of approval (Attachment "A") and mitigation measures from the Mitigated Negative Declaration (Attachment "B") attached and incorporated by reference and made a part of the Resolution:

**NOW, THEREFORE, BE IT RESOLVED** as follows:

1. The foregoing facts are true and correct.
2. The City Council of the City of Selma acting on behalf of the City of Selma and as the lead agency of the Project, certifies that the Mitigated Negative Declaration No. 2016-0021 for the Project was (i) completed in compliance with the California Environmental Quality Act; (ii) presented to the City Council and that the City Council reviewed and considered the information contained in the Mitigated Negative Declaration prior to making any determination regarding approval of the Project; and (iii) the Mitigation Negative Declaration reflects the City Council's independent judgment and analysis based on substantial evidence in the whole record regarding the environmental issues related to the Project.
3. The City Council approves Submittal No. 2006-0008; Site Plan No. 2006-0008; Minor Modification No. 2007-0148.
4. The City Council hereby adopts the Mitigation and Monitoring Plan (Section 2 of Attachment B) for the Project.

{00014320.DOC;1}

5. The documents and other materials that constitute the Record of Proceedings on which the findings and determinations of the City concerning certification of the Mitigated Negative Declaration and approval of Minor Modification No. 2007-0148 to Site Plan No. 2006-0008 are located at 1710 Tucker Street, Selma, CA. The custodian of these records is Reyna Rivera, City Clerk.

The foregoing Resolution was duly approved this 2<sup>nd</sup> day of May, 2016 by the following vote, to wit:

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'

### CITY OF SELMA CONDITIONS OF APPROVAL

For Minor Modification 2007-0148 to Site Plan Review No. 2006-0008

Selma Grove  
Fahrney Group (Toyota)

The construction of a Toyota Dealership, but at the recommendation of the County Assessor, the Phase 1 project includes an entire assessor's parcel (APN 348-191-6s).

The Rockwell Pond Commercial Project has been renamed "Selma Grove" and is a planned regional shopping center to be located on property north of Floral Avenue and west of SR 99.

The site plan has been revised to reflect a smaller site footprint and the land uses now proposed in the Phase 1 Annexation Project are:

Table 2: Phase 1 Annexation Project – Revised Selma Grove Site Plan Land Uses

Land Use (Regional Commercial)	Acres +/-	Estimated Sq. ft. (approximate – if known)
Hotel (102 rooms)	2.85	--
Toyota auto dealership	5.28	48,693 sf
Two Anchor Stores	--	196,900 sf
General Retail	--	120,400 sf
<b>TOTALS (approximate)</b>	<b>35.88 acres</b>	<b>361,300 sf**</b>

**\*\* This total does not include the proposed hotel.**

Further site preparation includes construction of landscaping and irrigation system, existing on-site utilities such as water, sewer, electrical, natural gas, storm drainage, and related improvements.

The entire site plan development is subject to the conditions outlined herein and the conditions applied to Site Plan No. 2007-0148. Failure to comply with these conditions of approval shall be grounds for revocation of this Site Plan. Additional conditions will be placed on all future submittals. All final inspections to ensure compliance with the conditions shall be conducted prior to the issuance of a Certificate of Occupancy.

### Planning Division

1. The Site Plan and Architectural elevations shall be inaugurated within one (1) year of the approval and shall expire automatically. The site plan shall be considered

inaugurated when building permits are issued and 25% of the above ground construction has been completed.

2. Minor changes to the approved site plan that do not affect the intent or major design considerations may be approved administratively by the Community Development Director/Planning Director. No expansion of uses is permitted which would cause a greater impact than that which was analysis in the initial study.
3. The applicant shall sign the "Acknowledgement and Acceptance of Conditions" form prior to issuance of the building permits.
4. Approval of this project does not exempt the project from compliance with all applicable sections of the Zoning Ordinance, Engineering, Public Works Improvement Standards and other City Ordinances or the payment of any fees.
5. All conditions of approval listed herein by the City of Selma shall be contained and or attached to the submitted for Building Permits.
6. No occupancy of any building and/or structure shall be permitted, which is not in compliance with approved plans except upon specific review and approval of any "as built" modifications by the authorizing City body (City Council, Planning Commission, Community Development Department, or other appropriate city departments). Phased occupancy of the project shall be coordinated through the Community Development Department. Temporary occupancies may be granted once the site is "safe" for the general public.
7. Landscaping shall be maintained in a healthy, weed-free condition at all times and shall be designed with efficient irrigation practices to reduce runoff, promote surface filtration, and minimize the use of fertilizers and pesticides, which can contribute to runoff pollution. The owner's representative shall inspect the landscaping on a monthly basis and any dead or dying plants and trees shall be replaced within ten days of the inspection. The Developer or successor in interest shall furnish and install new water service and cross connection/backflow preventer assemblies, including water meter and meter boxes for commercial uses, landscape uses and fire service lines. Each lot within development shall require separate services.
8. The irrigation system must be maintained in an operational condition, including replacement of missing or damaged sprinkler heads and timing equipment is to be set in accordance with City watering policies. All landscaping and irrigation systems must be installed according to the approved landscape plans before the final certificate of occupancy issuance.

9. Developer or successor in interest shall use drought tolerate landscaping using misting water conversation methods. Landscape plan must be submitted and approved by the Community Development Department.
10. All construction debris must be removed from the site prior to opening the business to the public or the issuance of a Certificate of Occupancy or Temporary Certificate of Occupancy.
11. During the site construction, Floral Avenue fronting the project shall be kept clear of any fences, construction or landscaping debris and shall not be used as a storage area for equipment, materials, or other items.
12. The site plan shall incorporate elements including the location of a public transit stop, bicycle racks, walls and signage must be submitted to the Community Development Department for final approval before building permits may be issued. The public transit stop shall provide for the installation of one bus shelter acceptable to the City. Bicycle racks must be installed, size and location to be determined by the Community Development Department.
13. The Developer or successor in interest shall designate, in writing before starting work, an authorized representative who shall have complete authority to represent and to act for the Developer. Said authorized representative or his designee shall be present at the site of the work at all times while work is actually in progress on the development. During periods when work is suspended, arrangements acceptable to the City Building Official shall be made for any emergency work, which may be required.
14. The applicant shall comply with requirements for addressing the building. The size of the numbers shall be a minimum of twelve (12) inches. This premise's address shall be clearly visible from Floral Avenue. Address location shall be determined and approved by the Fire and Police Departments. The permanent address sign shall be placed on the site before occupancy. A temporary address shall be posted at the start of construction on a sign adjacent to the curb cut or driveway.
15. All roof-mounted mechanical equipment and any satellite dish shall be screened from ground-level view from the property lines by a parapet wall or shall be placed in equipment wells so that the equipment is not visible. Downspouts shall not be visible. All pipes, gutters, and chases attached to the building wall shall be painted a similar or complementary color to the existing wall that the item is attached.
16. The backflow device and/or electrical transformers must be screened with landscaping pursuant to Document No. 063422 Landscape Screen for Pad-Mounted Transformer (PG & E Electric and Gas Service Requirements – Green



Book). The proposed screening shall be submitted and approved by the Community Development prior to the issuance of building permits. No above-ground transformer is permitted on the required sidewalk with the public right-of-way.

17. Refuse/trash/recycling enclosures shall be provided in locations shown on the site plan in accordance with the City standards listed and detailed in the City of Selma Commercial and Industrial Development Manual. The enclosure is to be architecturally compatible with the approved buildings.
18. The proposed development on the site shall participate in the City's recycling program and shall locate recycling bins within the proposed enclosures. The refuse gates must be kept closed and remain closed unless in use. Outside storage and/or equipment enclosures are not permitted.
19. The Developer and or successor shall submit a master sign plan to be reviewed and approved by the Community Development Director. If an electrical reader board sign is proposed, the developer and or successor must apply for a Conditional Use Permit, pursuant to Selma Municipal Code, Title XI, chapter 28, section 6.2 (13)ll. Signage for the site shall be in accordance with an approved master sign plan for the entire subject property. Signs shall be in compliance with the provision of the Selma Municipal Sign Ordinance with regard to the number of permitted signs, sign type. Size height and locations. Signs require the submittal of a sign application, fees and approval by the Community Development Department prior to installation.
20. All exterior architectural elements not submitted must be reviewed and approved by the Community Development Department. Details on the plans must be finished in a style and in materials which are in harmony with the approved exterior of the building. If exposed painted or unpainted metal is use the Developer and or successor must apply for a Conditional Use Permit, pursuant to Selma's Northwest Specific Plan Policy.
21. The Developer or successor in interest shall maintain in good repair all building exterior walls, lighting, trash enclosure, drainage facilities, driveways and parking areas. The premises shall be kept clean and any graffiti painted on the property shall be reported to the Police Department and removed within 24 hours of occurrence.
22. An on-site exterior lighting plan shall be reviewed and approved by the Selma Police Department and Community Development Department. Lighting elements shall be recessed into their fixtures to prevent glare. Exterior lighting shall be treated so as to have a sharp cut-off feature near property lines and not to illuminate adjacent properties. On-site light standards shall not exceed twenty feet (20') in height. Perimeter lighting shall include illumination of parking

areas, loading docks, and driveways. Perimeter lighting shall include illumination of parking areas, loading areas, and driveways.

23. The parking lot must be signed and striped in accordance with City standards. Signing and striping shall also include the following as required by the City Engineer:
- a. Marked handicapped spaces;
  - b. Installation of stop signs at the drive approaches to the public street and main private thoroughfares;
  - c. Marked compact spaces;
  - d. Marked driveways and drive thru routes;
  - e. Marked employee parking;
  - f. Marked van pools;
  - g. Drive isle centerline striping.
24. Five working days prior to any use of the project site, or business activity being conducted, finalization of the building permit, certification of occupancy application is to be submitted to determine that all conditions of approval contained herein are completed to the satisfaction of the City.

### ***Building Division***

25. Specific measures shall be incorporated into the building design to reduce energy consumption and indirect area source emissions. These measures may include use of motion sensitive lighting fixtures, solar or low-emission water heaters and central water heating systems, building orientation to take advantage of solar heating and natural cooling.
26. The Developer or successor in interest shall comply with all applicable requirements and sections of the most recent State adopted California Uniform Codes and regulations as required. The project shall exceed Title 24 energy saving measures.
27. The Developer or successor in interest shall provide all necessary construction and building plans for review and approval by the Building Official, and pay all required building fees. All required building permits and inspections shall be obtained prior to the issuance of a Certificate of Occupancy and commencement of operations.
28. The site and all facilities shall be fully accessible to the disabled, in accordance with Federal, State and local law. This includes handicapped parking, ramps, and grades and so on. Plans must be stamped by a CASP certification prior to submittal.



29. No building or structure shall be used or occupied, and no change in the existing occupancy classification of building or structure or portion thereof shall be made until the Building Official has issued a Certificate of Occupancy or Temporary Certificate of Occupancy. The Developer or successor in interest will pay for any additional inspectors or services required by the City to complete the project.

### ***Engineering Division***

30. The design and construction of all off-site improvements shall be in accordance with City standards and construction specifications. These off-site improvements shall be determined by the City Engineer to include improvements on the project street frontage and fair share of the traffic signal to be added east of project site per the Geometric Approval Drawing.
31. The Developer or successor in interest shall enter into an agreement for the payment of fair share of off-site improvements, with costs based upon actual construction costs for the improvements required as a result of a Developer provided Geometric Approval Drawing prepared by a licensed civil engineer and approved by the City Engineer. The Developer or successor in interest shall furnish to the City acceptable security to guarantee the construction of the off-site street improvements pursuant to determination by the City Engineer.
32. The Developer or successor in interest shall construct fencing along State Route 99 with solid decorative constructed pilaster columns with a maximum spacing of twenty feet (20") and decorative chain link fencing. The materials shall be decorative block such as brick or spilt faced concrete block with textured block accents.
33. All proposed street right-of-way modifications as shown on site plan shall be dedicated to City as public right-of-way. Any alterations of existing utilities shall be the responsibility of the Developer or successor in interest
34. All new easements for public utilities shall be recorded as necessary prior to the issuance of the building permits for the proposed buildings. No portion of the buildings shall be located in a public utility easement. All easements of record shall be accurately shown on the property improvement plans clearly depicting the relationship of easements to property improvements and property lines. The Developer or successor in interest shall record a cross access and parking agreement on each parcel at the recording of the Final Map.
35. The Developer or successor in interest must comply with the City of Selma Engineering/Public Works Standards and Specification requirements. Any deviation from said standards and specifications must be approved by the City Engineer prior to construction.

36. All new and existing electrical boxes, control boxes, and other equipment boxes (excluding traffic control) located along the project's street frontage shall be painted consistent with the building's colors. Prior to painting, the boxes are to be treated with an etching primer (zinc chromate) or equivalent. No above-ground transformer is permitted and all existing overhead and new utility facilities located on-site, or within the street rights-of-way adjacent to this project site shall be undergrounded.
37. The Developer or successor in interest shall comply with the requirements of the Pacific, Gas and Electric Company (P. G. & E.), SBC. The City shall not accept first submittals without proof that the Developer or successor in interest has the appropriate utility approval.
38. The Developer or successor in interest shall provide a dedication for a ten foot (10') public utility easement along all frontages of the lot as deemed necessary by the Engineer and the public utilities companies.
39. All public and private improvements consisting of sanitary sewers, storm water systems, water mains, street medians, concrete curbs, gutters, sidewalks, planting landscape strips, wheelchair ramps, street lights, traffic signals, site grading, transitions and marking, signage, and pavement surfacing and all other improvements shall be installed in accordance with City of Selma construction standards and specifications currently in effect and as approved by the City Engineer.
40. The Developer or successor in interest shall comply with, and be responsible for obtaining encroachment permits from the City of Selma for all work performed within the City's right-of-way. Acceptable security shall be furnished to the City to guarantee the construction of the off-site street improvements in accordance with local and State regulations.
41. Monuments shall be set as required by City standards and by the City Engineer.
42. The Developer or successor in interest shall submit to the City Engineer, a set of construction plans on 24" x 36" sheets and electric copy (PDF, CAD) with City standard title block for all required improvements (the Improvement Plans'). The Improvement Plans shall be prepared by a 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, etc. Plan check and inspection fees per City of Selma 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.
43. The Selma City Engineer shall be contacted for an inspection prior to final inspection and Certificate of Occupancy.

44. The drainage/site improvement plan for the development shall be prepared by a registered civil engineer for review and approval by the City Engineer prior to the issuance of building permits. The Developer or successor in interest shall be responsible for the preparation of plans. The Developer or successor in interest shall provide preliminary soils report and pay for compaction tests. A copy of the final soils report and compaction test results shall be provided to the Selma Engineering Division. The Developer or successor in interest shall construct storm drainage facilities, as deemed necessary by the City Engineer to service the project site, and any future development on the property.
45. That within twenty (20) calendar days after all improvements have been constructed and accepted by the City, the Developer or successor in interest shall submit to the City of Selma Engineering Division one (1) reproducible and one (1) blue line copy of the approved set of construction plans revised to reflect all field revisions and marked "AS-BUILT" for review and approval. 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 or CAD.

### ***Fire Department***

46. All underground fire service lines will be inspected before covering. To include the underground flush test and thrust block inspection. Both inspections can be done simultaneously.
47. FDC will be no further than 25' from closest hydrant.
48. FDC will have Knox caps installed.
49. Fire hydrant protection posts shall be installed at all fire hydrants that are subject to vehicle damage.
50. When a job shack or mobile office is provided, there shall be a least one portable fire extinguisher with a minimum classification of 4A40BC available.
51. 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 and specifications.
52. The water lines and fire hydrants shall be of sufficient capacity for fire protection as well as domestic supply with the necessary fire flow for the proposed development. The fire hydrants must flow at a minimum 2000 gpm at 20 psi.

Fire hydrant protection posts shall be installed at all fire hydrants that are subject to vehicle damage.

53. The building plans shall be reviewed and approved by the Fire Department to make an adequate additional fire protection determination.
54. A pumper connection (Fire Department Connection) shall be installed at the location determined by the Fire Department.
55. Automatic fire sprinkler systems shall be installed as per NFPA 13 in all building five thousand (5,000) square feet and over. Sprinkler plans must be submitted for the proposed buildings, and approved by the Fire Department before issuance of building permits. A plan check review fee will be required for review of the plans. Additional fire protection may be identified per UFC Article 81 and required upon review of the building plans upon termination of the occupancy. Any alternative to the required fire protection systems proposed by the Developer or successor in interest must be reviewed and approved by the Fire Department.
56. Fire Extinguishers must be mounted and/or recessed in cabinets where required by the Fire Department. The City Fire Department shall determine the size, type and location. When a job shack or mobile office is provided, there shall be a least one portable fire extinguisher with a minimum classification of 4A40BC available.
57. All weather access shall be provided to all areas of the development during construction to a minimum of twenty (20) feet in width, and shall have an unobstructed vertical clearance of at least thirteen feet, six inches (13'6"), and shall be capable of supporting the imposed load of fire apparatus weighing at least 20,000 pounds.
58. Prior to activation of the automatic fire sprinkler system, a sufficient number of approved portable fire extinguishers, as specified by the Fire Chief, shall be provided at the construction site.
59. Key box system shall be installed. Placement to be determined by the Selma Fire Department (application can be obtained through fire inspector).
60. The Developer and or successor must comply with California Fire Code Chapter 14 section 1401-1407 of 2007 CFC. A Fire Access Road shall be maintained and shall be a minimum of 20' wide.
61. The words "NO PARKING FIRE LANES" Shall be painted in contrasting color (white) and shall be marked in 50' intervals in 3 inch letters on designated curbs.

62. Entrance Signs – This sign shall be placed on every entrance and be a minimum of 17 inches by 22 inches in size and have the lettering a minimum of 1-inch stating:
- a. NO PARKING IN FIRE LANES  
WARNING - VEHICLES STOPPED, PARKED, OR LEFT STANDING  
WILL BE IMMEDIATELY REMOVED AT OWNER'S EXPENSE  
CONTACT- SELMA POLICE DEPARTMENT – (559)896-2525  
22658.2(b) CVC
63. The Developer or successor in interest shall comply with all applicable requirements and sections of the most recent California Uniform Fire Codes and local fire ordinances.
64. A permit from the Selma Fire Department must be obtained for all storage tanks that contain any hazardous or flammable materials.
65. All hazardous materials are to be stored in accordance with the most recent adopted California Uniform Fire Codes and local fire ordinances. The storage methods and procedures used in handling and using all chemicals on site shall be according to all local, state and federal standards and all personnel protection and OSHA required. The Emergency Contingency Plan must be updated annually and a copy of the revised plan submitted to the Fire Department.
66. The automatic fire sprinkler system shall be monitored through a central alarm station. Fire alarm pull stations shall be installed to initiate a fire alarm signal per NFPA 72-1999 (Section 3-8.3.1.2). in locations determined by the Fire Department.
67. A State Fire Marshall approved and listed fire alarm system must be installed per building/fire codes.
68. All fire protection systems are to be installed and operational prior to issuance of a Certificate of Occupancy or Temporary Certificate of Occupancy.
69. Additional fire protection may be identified and required upon review of the building plans upon determination of the occupant. The Selma Fire Department shall be contacted for a safety inspection prior to final inspection and Certificate of Occupancy.



***Police Department:***

70. A fully functional color digital video camera system must be in place to record the activities of the premises. The developer or successor in interest shall comply with the design specifications and placement locations approved by the Selma Police Department. The camera storage capacity should be in the amount of one Terabyte. The System must continuously record, store, be capable of playing back images and be fully functional at all times. Any recordings of criminal activity shall be provided to the Selma Police Department within 24 hours of the initial request.
71. In addition to the review of the on-site exterior lighting plan, potential access to the roof, anti-graffiti measures and required on-site enforcement signage shall be reviewed and approved by the Selma Police Department and Community Development Department.

***CITY ATTORNEY – Defense and Indemnification Provisions***

72. The City shall not be liable to the Developer/Successor in Interest or to any other person, firm, or corporation whatsoever, for any injury or damage that may result to any person or property by or from any cause whatsoever in, on, or about the project of said land covered by this Agreement, or any part thereof. The preceding sentence shall not apply to any liability, loss, cost of damages caused solely by the negligence (active or passive) or willful misconduct of the City or its agents.
73. The Developer/Successor in Interest hereby releases and agrees to indemnify and hold the City, and its officers, agents, employees and volunteers harmless from and against any and all injuries to and deaths of persons or injuries to property, and all claims, demands, costs, loss, damage and liability, howsoever the same may be caused and whensoever the same may appear, resulting directly or indirectly from the performance or nonperformance of any or all work to be done in said project including but not limited to the street lights of way in said project and upon the premises adjacent thereto pursuant to this Agreement, and also from any and all injuries to and deaths of persons and injuries to property or other interests, and all claims, demands, costs, loss, damage, and liability, howsoever same may be caused and whensoever same may appear, either directly or indirectly made or suffered by the Developer/Successor in Interest, the Developer's agents, employees, and subcontractors, while engaged in the performance of said work. The preceding sentence shall not apply to any liability, loss, cost, damage and liability caused solely by the negligence (active or passive) or willful misconduct of the City or its agents.

74. In the event of any claim, action, proceeding or challenge of the City's approval of any development entitlement for the Project, including certification of an Environmental Impact Report, Mitigated Negative Declaration, Determination of Exemption or other environmental analysis required by the California Environmental Quality Action (CEQA), the Developer shall defend and indemnify the City, its officers, agents and employees from and against all expense, including reasonable attorney's fees and/or liability arising out of or with respect to any such claim, action, proceeding or challenge. The City shall have the right to designate counsel of its choice to defend any such action, proceeding, claim or challenge and the Developer shall pay the cost of such expense, including reasonable attorney's fees, as those costs are incurred.

***Selma-Kingsburg-Fowler County Sanitation District***

75. The District can and will serve this project via the City of Selma Collection System. Sewer connection to the public sewer system will be done in accordance with the District's Collection System Standards. The District will require a sewer connection permit evaluation.
76. The Developer or successor in interest will be required to construct new infrastructure to the specification and design of Selma-Kingsburg-Fowler County Sanitation District standards, connecting the current site to the infrastructure in Rose Avenue. This construction will accrue prior to maximum capacity of 52 ESRs used by this annexation.
77. The Developer or successor in interest is to submit a detailed set of improvement plans; sewer connection permit fees are applicable. Developer must complete a Commercial User Questionnaire. ' The Developer or successor in interest is responsible for submitting a detailed set of floor and plumbing plans for a sewer connection permit evaluation and must complete a Non-Residential Questionnaire and submit the completed form to the District office.
78. 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.
79. The installation of the grease interceptors will be according to S-K-F and City requirements.

***California Water Service Company (Cal Water)***

80. The Developer or successor in interest shall connect and comply with all regulations, standards and specifications of the Company, ordinances, and the rules of the California Water Resource Control Board.



81. Whether one master water meter or individual water services for each unit, the Developer or successor in interest shall contact Cal Water to ensure that the services are properly sized. The Developer or successor in interest shall furnish and install new water service and cross connection/ backflow preventer assemblies, including water meter and meter boxes for domestic uses, landscape uses and fire service lines.
82. In order to provide service for domestic use and fire protections, a main extension and easements may be required. 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 successor in interest has entered into an agreement with the Company and has deposited the estimated cost of making the extension, the Company 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.
83. The Developer or successor in interest would need to submit improvement plans to Cal Water stamped with the appropriate fire flow requirements for fire hydrants and/or fire services from the regulation Fire Department agency. Once the improvement plans are received, Cal Water will design the water system to meet the required fire flows and domestic water needs. Services for the existing buildings may have to be abandoned and should be completed prior to demolition.

***Selma Unified School District***

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

***Consolidated Mosquito Abatement District (CMAD)***

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

***Consolidated Irrigation District (CID)***

86. The Developer or successor in interest shall comply with all applicable improvements and upgrades as per the rules and regulations of the Consolidated Irrigation District.
87. The Developer or successor in interest shall comply with all applicable improvements and upgrades as per the rules and regulations of the Consolidated

Irrigation District. All improvement plans which impact CID facilities must be signed off by CID Engineers.

### ***Selma Disposal and Recycling***

88. Nothing other than the City refuse/recycling bins shall be stored or kept in said enclosures. The Developer or successor in interest shall provide additional enclosure space if on-site enclosure is determined to be insufficient. Additional enclosure location shall be reviewed and approved by the Community Development Department. Refuse/trash/recycling enclosures shall be provided in locations shown on the site plan in accordance with the City standards listed and detailed in the City of Selma Commercial and Industrial Development Manual. The enclosure is to be architecturally compatible with the approved buildings. The refuse enclosure gates must be kept closed and remain closed unless in use.
89. The proposed development on the site shall contract with the Selma Disposal participate in the City's recycling program and shall locate recycling bins within the proposed enclosures.
90. Minor changes to the approved trash/recycling enclosure locations that do not affect the intent or major design considerations may be approved administratively by the Community Development Director.

### ***San Joaquin Valley Unified Air Pollution Control District***

91. The Developer or successor in interest shall contact the San Joaquin Valley Unified Air Pollution Control District and complete all appropriate applications required by the District and provide the City with approved copies. Developer or successor in interest shall complete all approved mitigation measures recommended by the Mitigated Negative Declaration.
92. The Developer or successor in interest shall comply with all District rules and mitigation measures to reduce pollutants.
93. The Developer or successor in interest shall include the following specifications in construction contracts to reduce ozone precursor emissions generated by construction activities:
  - a. Asphalt paving within the plan area shall comply with the specifications of SJVAPCD Rule 4641, which restricts the use and manufacture of cutback, slow-cure, and emulsified asphalt paving materials. This rule would reduce ROG emissions from this construction-related emissions source;
  - b. The construction grading plans shall include a statement that work crews will turn off equipment when not in use;

- c. The construction contract shall specify that heavy-duty diesel powered construction equipment be certified to meet the recent NOx emissions standards established for new heavy duty diesel equipment by the CARB, including gasoline-powered heavy-duty equipment fitted with catalytic converters, or alternative-fueled equipment (e.g., compressed natural gas);
  - d. Require construction equipment used at the site to be equipped with catalysts/particulate traps to reduce particulate and NOx emissions. At the time that a contractor is selected for the project, the contractor shall show that the construction equipment used is equipped with particulate filters and/or catalysts or provide documentation why it is infeasible.
94. The Developer or successor in interest shall implement the following measures related to commercial structures to reduce ozone precursor emissions associated with energy use:
- a. The project sponsor may incorporate solar energy features into all commercial, including solar panels and passive solar features;
  - b. To the extent practical, Developer shall install double-paned glass in all exterior windows;
  - c. The Developer or successor in interest shall install the most energy-efficient, but cost-effective appliances available on the market.
  - d. Future building structures shall be constructed using high-albedo (reflecting) roofing materials.
95. Prior to grading, In order to reduce the potential impacts of increased particulate dust, the Developer shall submit a dust control plan to the SJVAPCD that incorporates all provisions of Regulation VIII.
96. Prior to grading, In order to reduce the potential impacts of construction emissions, the Developer shall turn off all equipment not in use for more ten minutes. Limit the hours of operation of heavy duty equipment and/or the amount of equipment in use. Whenever feasible and cost effective, use electrically driven equipment (provided they are not run via a portable generator. Rule 8041 – Carryout and Track out shall be strictly adhered to by all contractors working on the construction site or in the public right-of-way.

***County of Fresno Human Health System - Environmental Health***

97. All construction materials deemed hazardous as identified in any demolition process must be characterized and disposed of in accordance with current federal, State, and local requirements.
98. All construction equipment must be maintained according to the manufacturers' specifications, and noise generating construction equipment must be equipped with mufflers. Noise-generation construction activities shall be limited to daytime hours.

99. Plans for food service facilities shall be approved by the Health Department. A food-vending permit will be required prior to issuance of a Certificate of Occupancy.
100. The Developer or successor in interest shall comply with all District rules; Rule 4102, Rule 4601, 9510 and Rule 4001, and establish mitigation measures to reduce pollutants. All cooking emissions source must install charbroiled emissions control systems in the District's 2012 PM2.5 Plan.
101. If the proposed business stores hazardous materials (such as diesel and gasoline, lubricating oils, waste oil, pesticides, fertilizers, paint, welding gases, propane, disinfectants, sanitizers, etc.) at the site, then a hazardous materials form must be filed with the Health Department's Division of Environmental Health Services.

***California Department of Transportation***

102. The Developer or successor in interest will enter into a Pro-Rata Share Agreement with Caltrans for the specified fair-share assessment amount toward area wide circulation improvements.

***California Regional Water Quality Control Board***

103. 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 Pollution Elimination System permit process.

## ACKNOWLEDGEMENT AND ACCEPTANCE OF CONDITIONS

Minor Modification to Site Plan No. 2007-0148  
To Site Plan 2006-0008  
Swanson Fahrney Group (Toyota)  
Commercial Project

I, \_\_\_\_\_, developers listed above, hereby state, that I have read, understand and accept Conditions of Approval numbered 1 through 103 and do, hereby, agree to abide by said conditions.

Our signature below certifies that we are fully aware that all conditions shall be fully complied with prior to issuance of any applicable licenses and/or permits unless other arrangements have been made in writing with the Community Development Director, City Engineer and/or Building Official.

APPLICANT/OWNER/DEVELOPER SIGNATURE:

\_\_\_\_\_  
\_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_

COMMUNITY DEVELOPMENT DIRECTOR/STAFF  
CITY OF SELMA

DATE

**RESOLUTION NO. 2016-\_\_R**

**A RESOLUTION OF THE SELMA CITY COUNCIL  
INITIATING FRESNO COUNTY LAFCO PROCEEDINGS FOR  
ANNEXATION RELATED TO THE DEWOLF-FLORAL-FAHRNEY  
REORGANIZATION/ANNEXATION**

**SELMA GROVE COMMERCIAL PROJECT  
(TOYOTA)**

**WHEREAS**, the City of Selma has been requested to process a proposed annexation of unincorporated territory with the short title of Reorganization/Annexation No. 2016-0021 pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Division 3, commencing with Section 56000 of the California Government Code. 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 Consolidated Irrigation District; and;

**WHEREAS**, the territory proposed for reorganization/annexation is uninhabited, and on this day contains zero (0) registered voters according to information received from the County Elections Office; and

**WHEREAS**, a map and description of the boundaries of the territory is set forth in Exhibits 'A' and 'B', 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 will be consistent with the Selma 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 did prepare Environmental Assessment No. 2016-0021 for the project, to include Submittal No. 2016-0021; DeWolf-Floral-Fahrney Reorganization/Annexation (APN 348-191-06s), and Site a Plan. The Initial Study prepared for this project shows no substantial evidence that the project may have a significant effect on the environment. A Mitigated Negative Declaration was adopted by Resolution.

**NOW, THEREFORE, BE IT RESOLVED**, this Resolution of Application is hereby adopted and approved by the Selma City Council and the Local Agency Formation Commission of Fresno County is hereby requested to undertake proceedings for the reorganization of territory as shown by Exhibit 'A', according to the terms stated above and in the manner provided by Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000. Proceedings without an election are requested in this matter which has provided 100% consent of all property owners within the project territory.

{00014333.DOCX;1}[1]



The foregoing Resolution was duly adopted on the 2<sup>nd</sup> day of May 2016 by the following vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

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Scott Robertson Mayor of the City of Selma

ATTEST:

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Reyna Rivera City Clerk of the City of Selma

{00014333.DOCX;1}[2]

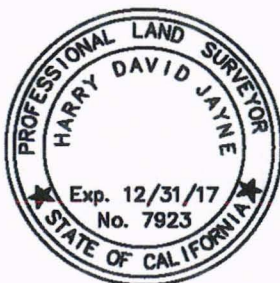
EXHIBIT "A"  
DEWOLF-FLORAL REORGANIZATION  
Contains 35.88 Acres, more or less  
December 8, 2015

Area to be detached from the Mid Valley Fire Protection District, the Consolidated Irrigation District and the Kings River Conservation District, and Annexed to the City of Selma.

All those portions of the South half of Section 36, Township 15 South, Range 21 East, and the North half of Section 1, Township 16 South, Range 21 East, Mount Diablo Base and Meridian, according to the Official United States Government Township Plat thereof, more particularly described as follows:

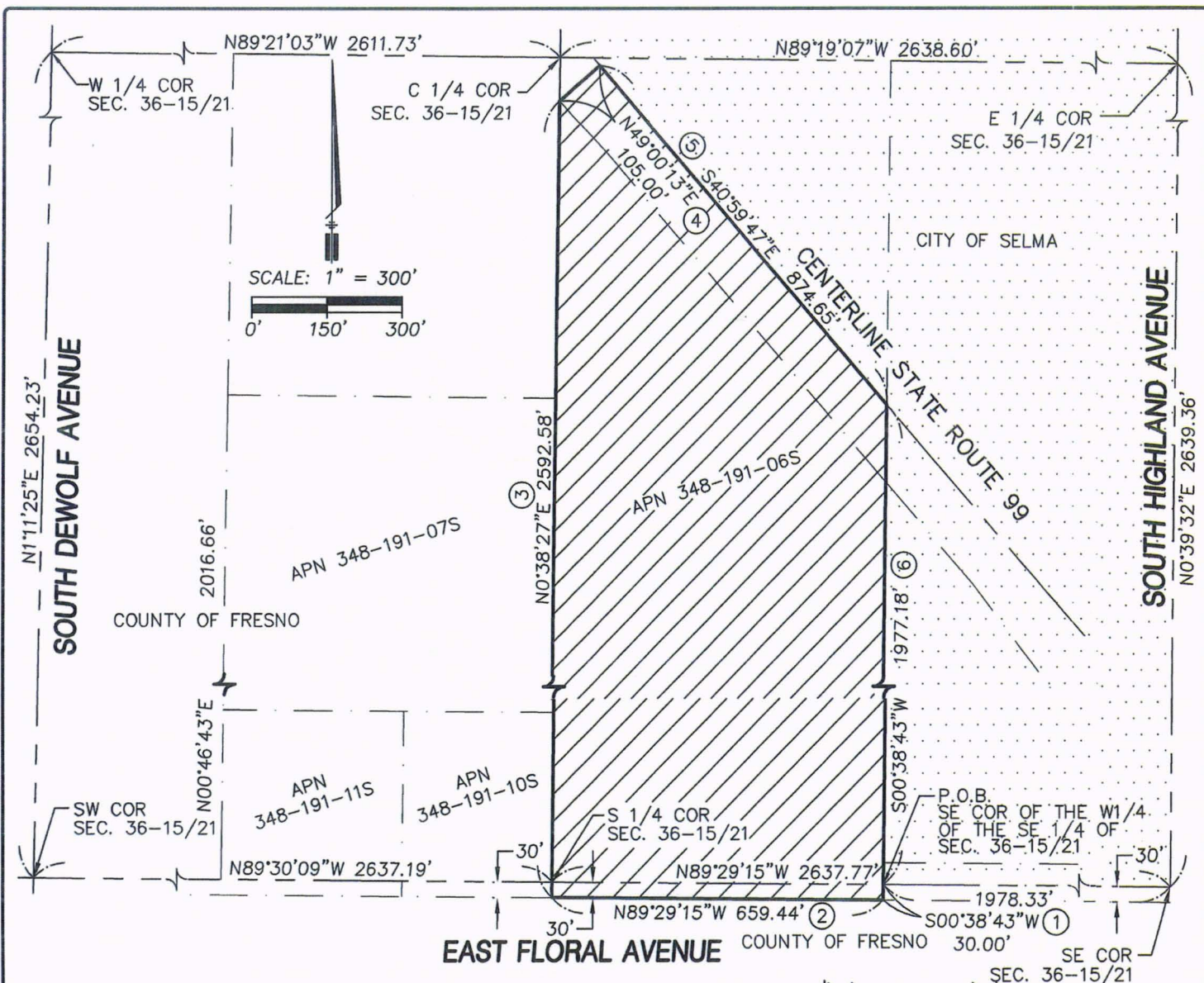
**BEGINNING** at a point on the existing line of the Limits of the City of Selma, said point being the Southeast corner of the West quarter of the Southeast quarter of said Section 36, said point being South 89°29'15" East, 1978.33 feet from the Southeast corner of said Section 36;

- 1) thence leaving said existing line of the City of Selma Limits, South 00°38'43" West, 30.00 feet to a point on a line 30.00 feet South of and parallel with the South line of the Southeast quarter of said Section 36;
- 2) thence North 89°29'15" West, 659.44 feet along said parallel line to a point on the West line of the Northeast quarter of said Section 1;
- 3) thence North 00°38'27" East, 2592.58 feet along the West line of the Northeast quarter of said Section 1 and the East line of the Southwest quarter of said Section 36, to a point on the Southwesterly right of way line of State Route 99, according to the map thereof recorded in Book 2 of State Highway Maps at Pages 1 through 21, Fresno County Records;
- 4) thence North 49°00'13" East, 105.00 feet to a point on the existing line of the Limits of the City of Selma, said point being a point on the centerline of said State Route 99;
- 5) thence continuing along said existing line of the City of Selma Limits, South 40°59'47" East, 874.65 feet along said centerline of State Route 99, to a point on the East line of the West quarter of the Southeast quarter of said Section 36;
- 6) thence continuing along said existing line of the City of Selma Limits, South 00°38'43" West, 1977.18 feet along said East line to the **POINT OF BEGINNING**.



*Handwritten signature and date: H.D. Jayne 12/08/15*





# LEGEND

P.O.B. POINT OF BEGINNING

F.C.R. FRESNO COUNTY RECORDS



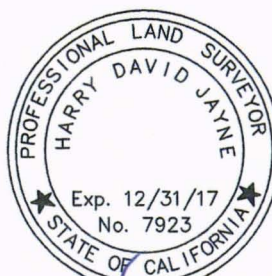
EXISTING CITY LIMITS



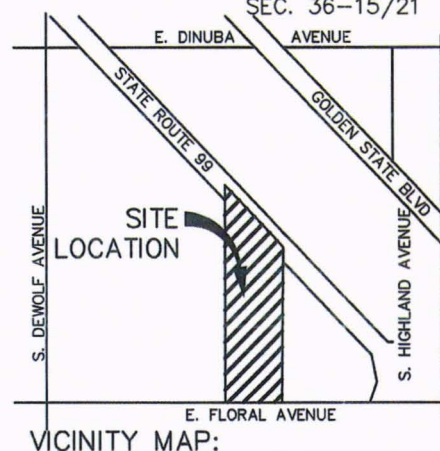
AREA TO BE DETACHED FROM THE MID VALLEY FIRE PROTECTION DISTRICT, CONSOLIDATED IRRIGATION DISTRICT & KINGS RIVER CONSERVATION DISTRICT, AND ANNEXED TO THE CITY OF SELMA.

①

COURSE CALL OF ANNEXATION LEGAL DESCRIPTION



*HP Jayne*  
12/08/15



VICINITY MAP:

RES. NO. _____ ADOPTED: _____	Ref. & Rev.	EXHIBIT "B"	
<b>EXHIBIT "B"</b> <b>DEWOLF-FLORAL REORGANIZATION</b> <b>PROPOSED ANNEXATION TO THE CITY OF SELMA</b>		PREPARED BY	FILE NO. _____
		YAMABE & HORN ENGINEERING, INC. 2985 N. BURL AVENUE (559)244-3123	ANNEX. NO. _____ ACRES <u>35.88 ±</u> COUNCIL DIST. NO. _____ DRAWN BY <u>JLS</u> CHECKED BY <u>HDJ</u> DATE <u>10/10/14</u>

F:\2015\15-117\dwg\Exhibits\Annexation\15-117\_ANNEX.dwg



SEPARATE ATTACHMENT

INITIAL STUDY  
ENVIRONMENTAL CHECK LIST

MITIGATED NEGATIVE DECLARATION

SELMA GROVE PHASE I COMMERCIAL  
CENTER

NORTH OF FLORAL EAST OF DEWOLF &  
WEST OF THE SB OFFRAMP OF HWY 99 AND  
FLORAL AVENUE



Council report 5-2-2016

**New look for Selma Fire. We will be adding our ISO Class 3 grading to each engine**



#### **Grants**

**We just received \$5900 dollar grant from Homeland security. We will be purchasing rescue equipment for each engine.**

## **WILDLAND TRAINING BEGINS**

**CAL FIRE/ Fresno County Fire Protection District 210 South Academy, Sanger, CA 93657**

All Fire Departments in the Fresno Operational Area are invited to attend the 2016 Spring Wildland Exercise. The exercise will provide instruction on structure defense tactics, situational awareness, GPS navigation, belt weather kit, IRPG, and handline construction. The exercise includes a hike, approxi-mately one mile, on moderately steep terrain with learning exercises along the way.

# **SPRING EXERCISE**

### **Dates & Times 0900– 1600 daily**

Tuesday, May 3, 2016

Wednesday, May 4, 2016

Thursday, May 5, 2016

Saturday, May 7, 2016

Thursday, May 12, 2016

Friday, May 13, 2016

### **Reporting Location: Millerton Fire Station**

**4091 Millerton Road, Friant, CA**

(Training will take place at various sites in the Friant area. Please be on time to the reporting location.)





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# C I T Y O F S E L M A

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

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April 27, 2016

Please join us May 2, 2016 at 6:00 pm to celebrate the promotion of Eric Beasley to Fire Engineer. His badge pinning will take place during the regularly scheduled council meeting. There will be a reception to follow at the administration office. Please come help celebrate Eric's new promotion. Hope to see you all there!!

Sincerely,

Fire Chief Michael Kain



# Selma Police Department

## POLICE DEPARTMENT BI-WEEKLY COUNCIL UPDATE

(4/14/16 – 4/28/16)

### Crime Trends

- Over the last 28-day period, Selma experienced a 22% drop in total crime, on the heels of a 59% drop in total crime during the previous reporting period. This was fueled by a 29% drop in violent crime. During this reporting period, Selma saw a 505 drop in robbery, a 25% drop in aggravated assault, and a 33% drop in domestic violence. Property crime also experienced a 21% reduction, including a 43% drop in theft, and a 55% drop in vehicle burglary.

### SIGNIFICANT CALLS FOR SERVICE

- 4-19-16: At approximately 9:24pm, Officers responded to the Floral Garden Apts for a reported physical disturbance in involving several subjects, in the parking lot. Upon arrival, all parties involved were gone. However, it was discovered that the disturbance was over Aaron Vasquez (DOB: 9-18-1990) taking and wrecking his moms car after he had been drinking. Through the investigation, it was discovered that he had struck the car port prior to leaving the complex, causing damage to the car and the property. Vasquez was also found to have a Misdemeanor No Bail warrant. He was taken into custody for the Hit-N-Run, Driving Suspended and for the Warrant and taken to the SEPD for booking.
- 4-20-2016: At 3:49am, Officers responded to a domestic disturbance at 2305 Nebraska. The female caller reported that the male half was breaking the windows out to her car. Upon arrival, Officers contacted the suspect. He was taken into custody for Domestic Battery. He was originally brought to the Selma Police Department, to be cited out. However, once in the booking room he began to make threats towards getting back at the victim. Even after being advised of the audio recordings, he continued to make threatening comments. Due to these comments being made and the protection of the victim in this case, he was transported to FCJ.
- 4-24-16: At 6:04am, dispatch received 911 Call regarding a Robbery at the Bears Den. Officers were on scene in one minute. One suspect wearing red bandana to cover face stood outside business, while second suspect entered store, produced an old looking revolver demanding money. Approx. \$100 was stolen. Suspect with handgun, had tree dot tattoos in the area of left eye. Both suspects HMA last seen leaving on McCall to Cypress to a waiting vehicle. Vehicle described as at silver SUV, possibly a RAV 4.



# Selma Police Department

Video from adjacent businesses was reviewed, however, quality was poor and no detailed descriptions were observed. Investigation ongoing...

- **4-27-16: At 1:50AM, Officers were dispatched to an audible alarm call to Sal's Restaurant with an interior activation to the office door. Upon arrival officers found the building unsecured. Karl Salazar arrived and said 3 cash register drawers containing cash were taken from the office. Video surveillance showed that the suspects appeared to know the location of camera's and their range. Officers indicate that suspects stayed appeared to try and stay out of camera view as much as possible. A suspect vehicle was observed on video and appears to be a Gray Chevrolet Suburban (newer model) with tinted windows. Suspect 1 is approx.. 508/160 last seen wearing a White Hoodie style jacket with light Gray pants and Black gloves . Suspect 2 is approx.. 508/160 last seen wearing a White Hoodie jacket, black pants and black gloves. Suspects appear to have inside knowledge of the operations of the business. Once suspects were outside of the business it could not be determined which direction they fled in.**

## Personnel

- **One (1) sergeant remains off work due to industrial injuries. We are continuing the process to fill the two (2) Emergency Service Dispatchers positions that opened when our positions were accepted with other agencies. We continue to use temp help from allied agencies in the area to fill vacancies until permanent replacements can be found.**

## Special Events

- **The Bringing Broken Neighborhood's Back to Life collaboration continues planning its next event, scheduled for Saturday, May 21<sup>st</sup>, and will be hosted by New Hope Family Church at Wright & Hicks.**