

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

**March 6, 2017**

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**ITEM NO:** 1.a.

**SUBJECT:** Consideration and necessary action on approval of the designation of the Assembly Bill 939 Memorandum of Understanding Committee as the Integrated Waste Management Local Task Force

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**DISCUSSION:** The County of Fresno and the Cities within the County are concurrently addressing the same request. The recommended actions will allow the City to begin the process to coordinate with the partnering jurisdictions to restructure the current Integrated Waste Management Local Task Force (LTF) and to authorize the designation of the Assembly Bill (AB) 939 Memorandum of Understanding (MOU) Committee (AB 939 MOU Committee) to serve in the capacity and perform the functions of the Fresno County LTF.

The consolidation of activities through the existing AB 939 MOU Committee will aid in the efficient management of countywide state-mandated programs and plans (e.g., education, public outreach, household hazardous waste (HHW) management programs, and Non-Disposal Facility Plan updates, etc.).

The City participates in various commissions and committees that were created to provide cooperation between public agencies to manage solid waste programs and facilities.

- Integrated Waste Management Local Task Force (LTF)
- AB 939 Memorandum of Understanding Committee (AB 939 MOU Committee)

Integrated Waste Management Local Task Force (LTF)

The California Integrated Waste Management Act of 1989 (Assembly Bill 939, Sher, Chapter 1095, Statutes of 1989 [AB 939]), required that each County form an Integrated Waste Management Local Task Force (LTF). The LTF reviews and approves the local and countywide planning documents (e.g., Source Reduction and Recycling Elements (SRREs), Household Hazardous Waste Elements (HHWEs), Non-Disposal Facility Elements (NDFEs), Countywide Integrated Waste Management Plan (IWMP) and Countywide Siting Element (CSE)), which were developed to comply with AB 939 regulations. Fresno County's LTF was formed in 1990 and was comprised of fifteen members. The membership included nine members appointed by the Board of Supervisors (two members representing environmental concerns; two solid waste hauler representatives; one landfill operator, who is not one of the County contracted hauler representatives; one recycling representative; and three at-large members representing the public); two members appointed by the Fresno-Clovis Metropolitan Solid Waste Commission (FCMSWC); two

members appointed by the Southeast Regional Solid Waste (SER) Commission; and two members appointed by the West County Solid Waste Planning Commission (WCSWPC). As the FCMSWC and WCSWPC are currently being dissolved, and because of the difficulty to assemble such a diverse group, staff is recommending that the LTF be restructured to incorporate jurisdictional representatives who have a vested interest in meeting State-mandated goals.

Pursuant to the requirements of AB 939, the LTF is appointed by a double majority of the jurisdictions within the County (a majority of the jurisdictions with a majority of the population). The Board of Supervisors, the City Council, and seven additional City Councils within the County can designate the membership of the LTF.

In 1993, the County, in coordination with the 15 incorporated cities, adopted an AB 939 Memorandum of Understanding (MOU) in 1993 to address State-mandates solid waste programs, develop plans, and clarify the responsibilities of the County in on-going planning and implementation of regional countywide programs. The MOU created an "AB 939 MOU Committee" which includes a representative of each of the jurisdictions within the County and functions as a countywide planning agency for regional solid waste and recycling programs and activities.

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**RECOMMENDATION:** Staff recommends that Council approve the attached resolution, which provide for the authorization, and approval of the designation of the AB 939 MOU Committee to serve in the capacity and perform the functions of the Fresno County Integrated Waste Management Local Task Force (LTF). These actions will allow the City to continue to implement countywide Assembly Bill (AB) 939 and other State-mandated programs and plans, which include education, public outreach, and household hazardous waste (HHW) management programs under the existing Assembly Bill 939 Memorandum of Understanding Committee (AB 939 MOU Committee).

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Isaac Moreno, Finance Manager

3-7-17  
Date

  
Greg Garner, Interim City Manager

3/7/17  
Date

**RESOLUTION NO. 2017 - \_\_R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SELMA AUTHORIZING THE DESIGNATION  
OF THE AB 939 MOU COMMITTEE TO SERVE IN THE  
CAPACITY AND PERFORM THE FUNCTIONS OF THE LTF,  
IN ORDER TO FACILITATE THE DEVELOPMENT OF  
AB 939-RELATED PLANS AND PROGRAMS THAT ARE  
BEST ACCOMPLISHED AND COORDINATED ON A  
REGIONAL BASIS**

WHEREAS, the California Integrated Waste Management Act of 1989 (Assembly Bill 939, Sher, Chapter 1095, Statutes of 1989) (AB 939) requires each city and county in the State to prepare and implement a jurisdiction-specific plan to divert 50% of solid waste generated within its jurisdiction from disposal; and

WHEREAS, the State of California has established a goal of 75% source reduction, recycling, and composting by 2020; and

WHEREAS, required programs include Source Reduction, Recycling, Composting, Hazardous Waste Management and Public Education that are best coordinated on a regional basis; and

WHEREAS, new State rules are currently being promulgated pursuant in Senate Bill 1383 (Lara, Chapter 395, Statutes of 2016 [SB 1383]) that will increase the need for regional programs to reduce methane generation by diverting 50% of organics from landfill by 2020 and 75% by 2025; and

WHEREAS, AB 939 authorized the County of Fresno, along with the fifteen (15) incorporated cities within the County, to join together to prepare and implement plans and programs to establish integrated management of solid waste on a regional basis; and

WHEREAS, sub-regional solid waste management plans and programs had previously been implemented by the Fresno-Clovis Metropolitan Solid Waste Commission (FCMSWC) and the West County Solid Waste Planning Committee (WCSWPC), but can be coordinated more efficiently on a countywide basis; and

WHEREAS, AB 939 requires the designation of an Integrated Waste Management Local Task Force (LTF) for reviewing local and regional plans, which was formed by action of the Board in 1990 in accordance with the provisions of Public Resources Code Section 40950; and

WHEREAS, on July 24, 1990 the County Board of Supervisors approved formation of a

LTF utilizing members of the FCMSWC and WCSWPC for the preparation of the County Integrated Waste Management Plan; and

WHEREAS, the participating jurisdictions have expressed a desire to dissolve the FCMSWC and the WCSWPC, restructure the current LTF and designate the existing AB 939 MOU Committee to serve in the capacity and perform the functions of the LTF; and

WHEREAS, the County of Fresno and the cities within the County previously have formed the AB 939 MOU Committee to oversee ongoing planning and implementation of countywide programs; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF SELMA AS FOLLOWS:

1. Approves the restructuring of the LTF, and recognizes that this action is subject to and conditioned upon the subsequent concurrence of a majority of the cities which contain a majority of the population of the incorporated area of the County, in accordance with the provisions of Public Resources Code Section 40950(b), hereby authorizes the designation of the AB 939 MOU Committee to serve in the capacity and perform the functions of the LTF, in order to facilitate the development of AB 939-related plans and programs that are best accomplished and coordinated on a regional basis.

This following resolution is hereby approved this March 6, 2017 with the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

\_\_\_\_\_  
Michael Derr, Mayor

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



## PUBLIC RESOURCES CODE

### SECTION 40950

40950. (a) On or before March 1, 1990, and every five years thereafter, each county, which is not a city and county, shall convene a task force to assist in coordinating the development of city source reduction and recycling elements prepared pursuant to Chapter 2 (commencing with Section 41000), the county source reduction and recycling element prepared pursuant to Chapter 3 (commencing with Section 41300), and to assist in the preparation of the countywide siting element prepared pursuant to Chapter 4 (commencing with Section 41700).

(b) The membership of the task force shall be determined by the county and by a majority of the cities within the county which contain a majority of the population of the incorporated area of the county, except in those counties which have only two cities, in which case the membership of the task force is subject to approval of the city which contains the majority of the population of the incorporated area of the county. The task force may include representatives of the solid waste industry, environmental organizations, the general public, special districts, and affected governmental agencies.

(c) To ensure a coordinated and cost-effective regional recycling system, the task force shall do all of the following:

(1) Identify solid waste management issues of countywide or regional concern.

(2) Determine the need for solid waste collection and transfer systems, processing facilities, and marketing strategies that can serve more than one local jurisdiction within the region.

(3) Facilitate the development of multijurisdictional arrangements for the marketing of recyclable materials.

(4) To the extent possible, facilitate resolution of conflicts and inconsistencies between or among city and county source reduction and recycling elements.

(d) The task force shall develop goals, policies, and procedures which are consistent with guidelines and regulations adopted by the board, to guide the development of the siting element of the countywide integrated waste management plan.

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

March 6, 2017

**ITEM NO:** 1.b.

**SUBJECT:** Consideration and Necessary Action on Resolution Accepting Proposal from Gateway Engineering Inc for the Addendum on the Final Sewer Design and Final Cost Estimate for Construction of Trunk Sewer main to Serve Future Development North of Dinuba Avenue.

**DISCUSSION:** During the September 15, 2014 meeting, Council approved the Proposal from Gateway Engineering, Inc. for preliminary sewer design and cost estimate for Construction of a trunk sewer main to allow for connection of future development north of Dinuba Avenue in the City of Selma to the existing sewage collection infrastructure and for transportation of that sewage to Selma-Kingsburg-Fowler Sanitation District (SKF).

On February 2, 2015, Council approved the Proposal from Gateway Engineering, Inc. to perform all of the necessary work for the final design and determination of construction costs for the lump sum fee of \$87,000.

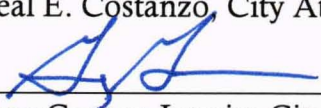
The improvement originally contemplated was a sewer trunk line that extended from Golden State to McCall Avenue. The project plan will now extend the trunk line to Dockery Avenue. Extension of the line increases the cost of the improvement and the resulting special tax against the properties within the zone of benefit.

<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).
\$49,500		
<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: Development Impact Fees  Fund Balance: \$956,405.36		

**RECOMMENDATION:** Adopt Resolution Approving Proposal for Final Sewer Design Extension by Gateway Engineering, Inc.

/s/ Neal E. Costanzo

Neal E. Costanzo, City Attorney

  
Greg Garner, Interim City Manager

03/03/2017

Date



Date

**RESOLUTION NO. 2017 – \_\_R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA  
APPROVING AND AUTHORIZING ACCEPTANCE OF AN ADDENDUM TO THE  
PROPOSAL FOR THE PREPARATION OF FINAL DESIGN OF SEWER MAINS  
AND FINAL ESTIMATES OF PROBABLE CONSTRUCTION COSTS FOR THE  
EXTENSION TO DOCKERY AVENUE**

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

**WHEREAS**, the City has determined that the project limits established will require an extension of the sewer main in McCall Avenue from Dinuba Avenue to Dockery Avenue in the City of Selma and connection of that development to a trunk sewer main which transports sewage to Selma Kingsburg Fowler Sanitation District, the City's wastewater treatment provider; and

**WHEREAS**, Gateway Engineering has submitted an addendum to perform the final design of the required extension of the sewer mains, conduct related feasibility studies and prepare final estimates of the probable construction costs for a sum of \$49,500; and

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

1. The foregoing facts are true and correct.
2. The City Council hereby accepts and approves the attached March 2, 2017 proposal by Gateway Engineering, Inc. at the lump sum fee proposed and authorizes the performance of that work by Gateway Engineering and directs the payment of the fee of \$49,500 on presentation of the monthly invoices based upon estimated percentage of completion of the work.

The foregoing Resolution 2017 - R, was approved at a regular meeting held on the 6<sup>th</sup> day of March, 2017, by the following vote, to wit:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:

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Michael Derr  
Mayor

ATTEST:

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Reyna Rivera  
City Clerk



March 2, 2017

Mr. Greg Garner, Interim City Manager  
City of Selma  
1710 Tucker Street  
Selma, CA 93662

Subject: Northwest Sewer Extension

Dear Greg:

Gateway Engineering was requested to provide additional civil engineering services related to the Northwest Sewer Project. The project limits have extended, requiring an amendment to our existing agreement. The limits of the proposed sewer main extension includes a sewer main in McCall Avenue from Dinuba to approximately ¼-mile north, thence easterly along an alignment to be determined in coordination with existing tentative maps to Dockery Avenue. Outlined below is our proposed scope of services and fee proposal.

#### **Scope of Services**

- Perform additional geotechnical investigations along the proposed pipeline extension to determine trench stability for pipeline design and R-values as a basis for trench resurfacing; report to be amended to incorporate the additional data and recommendations.
- Perform additional topographic and boundary survey for use in pipeline design and preparation of easement documents required for construction on private property.
- Prepare plans for construction of the extended sewer main.
- Prepare final estimate of probable construction costs.
- Prepare revisions to specifications to incorporate the additional scope of construction for use in project bidding.

#### **Proposal**

Gateway Engineering, Inc. proposes to perform the above referenced scope of services for the lump sum fees stated below. We will invoice monthly based upon an estimated percent complete.

- |                                       |          |
|---------------------------------------|----------|
| • Geotechnical investigation & report | \$ 6,500 |
| • Boundary and topographic survey     | \$ 4,500 |
| • Easement / dedication documents     | \$ 6,000 |
| • Construction Documents              | \$32,500 |



Additionally, the original project was started in 2015 and due to delays, we request that the following time and material based services be billed based upon our 2017 fee schedule.

- Bidding Services
- Construction Staking
- Construction Observation

Please do not hesitate to contact me if you have any questions or if additional information would be helpful for your review. We are prepared to begin work immediately upon receipt of authorization to proceed.

Sincerely,

A handwritten signature in black ink, appearing to read "Daniel K. Bond". The signature is stylized with a large, looped "D" and a cursive "Bond".

Daniel K. Bond, PE  
RCE 57,133  
President

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

March 6, 2017

**ITEM NO:** 1.c.

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

**DISCUSSION:** The City was contacted by the Fresno County Rural Transit Agency (FCRTA) to provide services for the FCRTA passengers, drivers and vehicles within the City of Selma. This is in compliance with the requirements of Federal Transit Administration to supply an officer presence.

The FCRTA being community oriented contacted the Police Chief to obtain feedback last year on the concept of the agreement with the City versus a private security company.

The program has worked well, and Police personnel have benefited from communication with citizens riding the transit. In exchange for an officer, once per week to provide these services, FCRTA shall reimburse the City for an amount of \$4,000.

<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		Revenue increase to offset officer time
<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:** Authorize the City Manager to execute the Agreement for Services between the Fresno County Rural Transit Agency and the City of Selma.



Greg Garner, Interim City Manager

3/13/17

Date

**AGREEMENT FOR SERVICES BETWEEN  
THE FRESNO COUNTY RURAL TRANSIT AGENCY AND THE  
CITY OF SELMA**

This AGREEMENT, made and entered into this 6<sup>th</sup> day of March, 2017 by and between the FRESNO COUNTY RURAL TRANSIT AGENCY, a joint powers Public Agency (hereafter referred to as "FCRTA"), and the CITY OF SELMA, a California municipal corporation and general law city (hereafter referred to as "CITY").

**WITNESSETH:**

WHEREAS, it is necessary and desirable that CITY contract with FCRTA to provide law enforcements services as described in this Agreement to FCRTA vehicles operating within CITY'S boundaries; and

WHEREAS, FCRTA represents that it is authorized by Section 3 of the Joint Powers Agreement that created FCRTA, which was originally executed on September 27, 1979, to contract for the services to be provided by the CITY under this Agreement; and

WHEREAS, CITY represents that it is authorized by law to provide the services hereinafter described to FCRTA.

NOW, THEREFORE, it is agreed by FCRTA and CITY as follows:

**I. CITY'S OBLIGATIONS**

A. A police officer employed by CITY shall provide following services to FCRTA at a minimum of one day per week (Monday – Saturday), as selected by CITY:

1. A uniformed officer shall Board the stopped vehicle at any designated bus stop
2. Make visual observations while inside vehicle
3. Greet driver of vehicle
4. Assist passengers or driver with any questions
5. Provide bus shelter safety and security

B. CITY will make available to FCRTA all documents, studies, or other information in its possession that is not protected by the attorney-client privilege related to the services provided by CITY under this Agreement.

## **II. FCRTA's OBLIGATIONS**

A. FCRTA shall compensate CITY as provided in section III of this Agreement.

B. FCRTA will make available to CITY all documents, studies, or other information in its possession that is not protected by the attorney-client privilege related to the services provided by CITY under this Agreement.

## **III. COMPENSATION AND INVOICING**

A. Notwithstanding any other provision in this Agreement, payment by FCRTA to CITY for the services rendered under this Agreement, shall be limited by an amount not to exceed the sum of \$4,000.00.

B. CITY shall submit two semi-annual invoices to FCRTA. Each invoice shall specify: (1) the total amount previous charged by CITY to FCRTA for services provided under this Agreement; (2) total hours of services rendered during the period covered by the invoice; multiplied by (3) the CITY's approved billing rate of \$ 95.37 per hour, equaling (4) the amount owed to CITY for the services provided during the period covered by the invoice.

## **IV. TERMINATION**

### **A. Termination Without Cause.**

This Agreement may be terminated without cause at any time by FCRTA or CITY upon thirty (30) calendar days written notice. If either party terminates this Agreement, CITY shall be compensated for services satisfactorily completed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to in Section III.

### **B. Breach of Contract.**

FCRTA or CITY may suspend or terminate this Agreement in whole or in part, where in the determination of FCRTA or CITY there is:

1. An illegal or improper use of funds;
2. A failure to comply with the terms of this Agreement, and after due notice, failure to cure;



3. Improperly performed services under this Agreement.
4. Failure to pay for services appropriately rendered.

In no event shall any payment by FCRTA constitute a waiver by FCRTA of any breach of this Agreement or any default which may then exist on the part of the CITY. Neither shall such payment impair or prejudice any remedy available to FCRTA with respect to the breach or default.

#### **V. INDEPENDENT CONTRACTOR**

In performance of the work, duties, and obligations assumed by CITY to be provided under this Agreement, it is mutually expressly understood and agreed that CITY, including any and all of CITY's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of FCRTA. Furthermore, FCRTA shall have no right to control or supervise or direct the manner or method by which CITY shall perform its work and function. However, FCRTA shall retain the right to administer this Agreement so as to verify that CITY is performing its obligations in accordance with the terms and conditions thereof. CITY and FCRTA shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

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

#### **VI. ASSIGNMENT**

CITY shall not assign or subcontract its duties under this Agreement without the prior express written consent of the FCRTA. No such consent shall be construed as making the FCRTA a party to such subcontract, or subjecting the FCRTA to liability of any kind to any subcontractor.

No subcontract whether existing or later entered into as set forth herein, under any circumstances shall relieve CITY of its liability and obligation under this contract, and all transactions with the FCRTA must be through CITY. Subcontractors may not be changed by CITY without the prior express written approval of FCRTA.

## **VII. BINDING NATURE OF AGREEMENT; MODIFICATION**

The parties agree that all of the terms of this Agreement shall be binding upon them and that together these terms constitute the entire Agreement of the parties with respect to the subject matter hereof. No variation or modification of this Agreement and no waiver of any of its provisions or conditions shall be valid unless in writing and signed by duly authorized representatives of the parties. This Agreement shall be binding upon FCRTA, CITY, and their successors in interest, legal representatives, executors, administrators, and assigns with respect to all covenants as set forth herein.

## **VIII. INDEMNITY**

The CITY and FCRTA (hereafter individually referred to as a "PARTY") shall hold harmless, and indemnify the other PARTY and its respective governing board, officers, directors, employees, authorized agents, contractors or subcontractors from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' and expert witness fees and costs) that arise out of or as a result of any negligent act or omission or willful misconduct of the indemnifying PARTY or its governing board, officers, directors, employees, authorized agents, contractors or subcontractors in carrying out the indemnifying PARTY's obligations under this Agreement, except to the extent that such expense, liability or claim is proximately caused by the negligence or willful misconduct of the PARTY indemnified or its governing board, officers, directors, employees, authorized agents, contractors or subcontractors.

## **IX. NON DISCRIMINATION AND DBE**

CITY shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CITY shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CITY to carry out these requirements is a material breach of this contract, which may result in the termination of this contract and such other remedy as the recipient deems appropriate.

## **X. INSURANCE**

Without limiting either parties right to obtain indemnification, CITY shall require its subcontractors, at their sole expense to maintain in full force and effect the following insurance policies throughout the term of this Agreement:

- A. General liability insurance with coverage of not less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If the Commercial General Liability Form or any other policy with a general aggregate limit is used, either the aggregate limit shall be endorsed to apply separately to this project or the aggregate limit shall be twice the above occurrence limit.

- B. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- C. Automobile Physical Damage: Subject to existing law, collision and other types of physical damage coverage, including repair or replacement with comparable equipment.
- D. The above liability limits may consist of a combination of a primary policy limit and an excess policy limit to total at least \$1,000,000.

General liability insurance policies shall name the FCRTA, its officers, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned.

Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by FCRTA, its officers, agents, and employees, shall be excess only and not contributing with insurance provided under the CITY's subcontractors policies herein.

- E. Workers compensation insurance as required by law.

This insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to FCRTA.

CITY shall provide certification of said insurance to FCRTA within twenty-one (21) days of the date of the execution of this Agreement.

#### **XI. CONFLICT OF INTEREST**

CITY and FCRTA covenant they have no interest, and will not have any interest, direct or indirect, which would conflict in any manner with the performances of the services required hereunder.

#### **XII. EFFECTIVE DATE, TERM**

This Agreement shall become effective as of the July 1, 2016 date of its execution by the parties hereto and shall remain in full force and effect through June 30, 2017, unless sooner terminated or unless its term is extended. Upon the mutual written Agreement of the parties hereto, this Agreement may be extended beyond that date.

### **XIII. NOTICES**

Any and all notices between FCRTA and the CITY provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to such party, at such addresses set forth below:

#### **FCRTA**

Moses Stites, General Manager  
Fresno County Rural Transit Agency  
2035 Tulare, Suite 201  
Fresno, CA 93721

#### **CITY**

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

### **XIV. VENUE; GOVERNING LAW**

Venue for any claim or action arising under this Agreement shall be in Fresno County, California. This Agreement shall be governed in all respects by the laws of the State of California.

### **XV. LEGAL AUTHORITY**

Each individual executing or attesting this Agreement hereby covenants, warrants, and represents: (1) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of their respective organization in accordance with the articles of incorporation or charter and bylaws; (2) that this Agreement is binding upon each agency; and (3) that each agency is duly organized and legally existing in good standing in the State of California.

### **XVI. DRUG FREE WORK PLACE**

CITY and FCRTA shall certify compliance with Government Code Section 8355 pertaining to providing a drug-free workplace per Exhibit B - "Drug Free Workplace Certification".

### **XVII. FEDERAL FUNDS**

CITY and FCRTA shall acknowledge the participation of federal funds in this PROJECT by causing to have printed on the cover page of any final document provided subsequent to this Agreement, "The preparation of this report has been financed in part through grants from the United States Department of Transportation".



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

FRESNO COUNTY RURAL TRANSIT

By \_\_\_\_\_  
MOSES STITES, General Manager

CITY OF SELMA

By \_\_\_\_\_  
GREG GARNER, Interim City Manager

APPROVED AS TO LEGAL FORM ON BEHALF OF FCRTA:  
DANIEL C. CEDERBORG, County Counsel

By \_\_\_\_\_  
ARTHUR WILLE, Senior Deputy County Counsel

APPROVED AS TO LEGAL FORM ON BEHALF OF CITY:

By \_\_\_\_\_  
NEAL E. COSTANZO, SELMA CITY ATTORNEY

## Check Register Report

1.d.

Date: 02/28/2017

Time: 1:30 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>							
68357	02/16/2017	Printed		10100.251	5150 DESIGNS	NICK MEDINA LOGO SHIRTS	469.69
68358	02/16/2017	Printed		10174.295	AIRGAS USA LLC	OXYGEN CYLINDER RENTAL	165.29
68359	02/16/2017	Printed		10180.850	ALVES ELECTRIC	INSTALL ELECTRICAL FOR CAMERA	662.93
68360	02/16/2017	Printed		10190.045	AMCH-S	AMBULANCE OVERPAYMENT REIMB	1,309.68
68361	02/16/2017	Printed		10100.384	ANTHEM BLUE CROSS	AMBULANCE OVERPAYMENT REIMB	217.60
68362	02/16/2017	Printed		10100.384	ANTHEM BLUE CROSS	AMBULANCE OVERPAYMENT REIMB	119.50
68363	02/16/2017	Printed		10100.384	ANTHEM BLUE CROSS	AMBULANCE OVERPAYMENT REIMB	121.75
68364	02/16/2017	Printed		10100.384	ANTHEM BLUE CROSS	AMBULANCE OVERPAYMENT REIMB	206.99
68365	02/16/2017	Printed		10100.384	ANTHEM BLUE CROSS	AMBULANCE OVERPAYMENT REIMB	377.85
68366	02/16/2017	Printed		10100.387	ANTHEM BLUE CROSS	AMBULANCE OVERPAYMENT REIMB	1,585.17
68367	02/16/2017	Printed		10340.385	AT&T MOBILITY	TELEPHONE-MDT'S	1,669.58
68368	02/16/2017	Printed		10230.130	BENNETT & BENNETT, INC.	MISC IRRIGATION SUPPLIES	8.38
68369	02/16/2017	Printed		10260.703	BLUE SHIELD OF CALIFORNIA	AMBULANCE OVERPAYMENT REIMB	1,740.80
68370	02/16/2017	Printed		10310.524	CALIFORNIA DEPARTMENT OF	AMBULANCE OVERPAYMENT REIMB	106.68
68371	02/16/2017	Printed		10310.524	CALIFORNIA DEPARTMENT OF	AMBULANCE OVERPAYMENT REIMB	106.38
68372	02/16/2017	Printed		10310.524	CALIFORNIA DEPARTMENT OF	AMBULANCE OVERPAYMENT REIMB	106.14
68373	02/16/2017	Printed		10310.524	CALIFORNIA DEPARTMENT OF	AMBULANCE OVERPAYMENT REIMB	106.38
68374	02/16/2017	Printed		10310.524	CALIFORNIA DEPARTMENT OF	AMBULANCE OVERPAYMENT REIMB	106.38
68375	02/16/2017	Printed		10310.524	CALIFORNIA DEPARTMENT OF	AMBULANCE OVERPAYMENT REIMB	149.27
68376	02/16/2017	Printed		10310.524	CALIFORNIA DEPARTMENT OF	AMBULANCE OVERPAYMENT REIMB	106.38
68377	02/16/2017	Printed		10310.524	CALIFORNIA DEPARTMENT OF	AMBULANCE OVERPAYMENT REIMB	106.38
68378	02/16/2017	Printed		10310.524	CALIFORNIA DEPARTMENT OF	AMBULANCE OVERPAYMENT REIMB	106.38
68379	02/16/2017	Printed		10310.524	CALIFORNIA DEPARTMENT OF	AMBULANCE OVERPAYMENT REIMB	106.38
68380	02/16/2017	Printed		10310.524	CALIFORNIA DEPARTMENT OF	AMBULANCE OVERPAYMENT REIMB	149.27
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68383	02/16/2017	Printed		10310.524	CALIFORNIA DEPARTMENT OF	AMBULANCE OVERPAYMENT REIMB	106.38
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68391	02/16/2017	Printed		10310.524	CALIFORNIA DEPARTMENT OF	AMBULANCE OVERPAYMENT REIMB	106.38
68392	02/16/2017	Printed		10310.524	CALIFORNIA DEPARTMENT OF	AMBULANCE OVERPAYMENT REIMB	82.17

# Check Register Report

Date: 02/28/2017

Time: 1:30 pm

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City of Selma

BANK: UNION BANK

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68394	02/16/2017	Printed		10310.524	CALIFORNIA DEPARTMENT OF	AMBULANCE OVERPAYMENT REIMB	122.92
68395	02/16/2017	Printed		10310.524	CALIFORNIA DEPARTMENT OF	AMBULANCE OVERPAYMENT REIMB	132.50
68396	02/16/2017	Printed		10310.524	CALIFORNIA DEPARTMENT OF	AMBULANCE OVERPAYMENT REIMB	80.10
68397	02/16/2017	Printed		10310.524	CALIFORNIA DEPARTMENT OF	AMBULANCE OVERPAYMENT REIMB	406.71
68398	02/16/2017	Printed		10310.524	CALIFORNIA DEPARTMENT OF	AMBULANCE OVERPAYMENT REIMB	94.16
68399	02/16/2017	Printed		10310.524	CALIFORNIA DEPARTMENT OF	AMBULANCE OVERPAYMENT REIMB	163.89
68400	02/16/2017	Printed		10310.524	CALIFORNIA DEPARTMENT OF	AMBULANCE OVERPAYMENT REIMB	142.09
68401	02/16/2017	Printed		10310.524	CALIFORNIA DEPARTMENT OF	AMBULANCE OVERPAYMENT REIMB	122.92
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68403	02/16/2017	Printed		10310.524	CALIFORNIA DEPARTMENT OF	AMBULANCE OVERPAYMENT REIMB	79.78
68404	02/16/2017	Printed		10310.400	CALIFORNIA PUBLIC EMPLOYEES	ARREARS CONTRIBUTIONS	514.12
68405	02/16/2017	Printed		10310.455	CALIFORNIA WATER SERVICE	WATER SERVICE	5,861.66
68406	02/16/2017	Printed		10300.334	CDCE INCORPORATED	MDT MONTHLY LEASE-PD	1,600.00
68407	02/16/2017	Printed		10330.283	CENTRAL VALLEY TOXICOLOGY INC.	DRUG TESTING CS# 16-4936	443.00
68408	02/16/2017	Printed		10370.375	COMCAST	INTERNET SERVICE	1,060.00
68409	02/16/2017	Printed		10370.940	COOK'S COMMUNICATION CORP	AVL INSTALLATIONS	1,529.36
68410	02/16/2017	Printed		10370.969	CORELOGIC SOLUTIONS LLC	REALQUEST SERVICE	481.25
68411	02/16/2017	Printed		10370.956	CORIZON HEALTH	AMBULANCE OVERPAYMENT REIMB	656.00
68412	02/16/2017	Printed		10670.255	COUNTY OF FRESNO TREASURER	GIS TELECOMMUNICATION CHARGES	69.97
68413	02/16/2017	Printed		10430.071	DEPARTMENT OF JUSTICE	FINGERPRINTS	953.00
68414	02/16/2017	Printed		10560.049	ELAINE'S PET RESORTS LP	K9 BEN LODGING	125.00
68415	02/16/2017	Printed		10560.250	EMPLOYMENT DEVELOPMENT DEPT.	SUI QTRLY PMT 10/1-12/31/16	4,634.00
68416	02/16/2017	Printed		10670.050	FRESNO BEE	PLANNING COMMISSION NOTICE	870.24
68417	02/16/2017	Printed		10670.270	FRESNO CO TREASURER-SHERIFF	RMS/JMS/CAD ACCESS FEES	496.88
68418	02/16/2017	Printed		10670.520	FRESNO-MADERA AAA	SENIOR MEALS	10.29
68419	02/16/2017	Printed		10670.583	FRUSA EMS LLC	AMBULANCE BILLING	20,447.65
68422	02/16/2017	Printed		10700.080	G&K SERVICES	LINEN/UNIFORM SERVICE	604.60
68423	02/16/2017	Printed		10720.010	GATEWAY ENGINEERING, INC.	CITY ENGINEERING SERVICES	9,720.00
68424	02/16/2017	Printed		10754.039	DOMINIC GRIJALVA	GYPSY GRAPHIC ARTWORK	400.00
68425	02/16/2017	Printed		10810.173	EVELYN HAMM	SENIOR TRIP REFUND	70.00
68426	02/16/2017	Printed		10820.036	HEALTH NET	AMBULANCE OVERPAYMENT REIMB	52.44
68427	02/16/2017	Printed		10820.040	HEALTH NET	AMBULANCE OVERPAYMENT REIMB	213.78
68428	02/16/2017	Printed		10820.041	HEALTH NET	AMBULANCE OVERPAYMENT REIMB	3,379.34
68429	02/16/2017	Printed		10820.041	HEALTH NET	AMBULANCE OVERPAYMENT REIMB	93.39
68430	02/16/2017	Printed		10820.045	HEALTH NET	AMBULANCE OVERPAYMENT REIMB	1,558.30
68431	02/16/2017	Printed		10820.045	HEALTH NET	AMBULANCE OVERPAYMENT REIMB	107.55
68432	02/16/2017	Printed		10820.020	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 2/1/17	1,349.08
68433	02/16/2017	Printed		10820.034	HEALTHWISE SERVICES	KIOSK MEDICAL WASTE	150.00
68434	02/16/2017	Printed		10820.672	YOLANDA HERRERA	AMBULANCE OVERPAYMENT REIMB	2,499.60
68435	02/16/2017	Printed		10820.702	HEWLETT-PACKARD FINANCIAL	LEASE FOR DESKTOP PCS	5,388.18

# Check Register Report

Date: 02/28/2017

Time: 1:30 pm

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City of Selma

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
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68436	02/16/2017	Printed		10830.529	EDWARD T HIRASUNA	AMBULANCE OVERPAYMENT REIMB	150.00
68437	02/16/2017	Printed		10923.014	HUMANA HEALTH CARE PLANS	AMBULANCE OVERPAYMENT REIMB	598.65
68438	02/16/2017	Printed		10923.014	HUMANA HEALTH CARE PLANS	AMBULANCE OVERPAYMENT REIMB	372.64
68439	02/16/2017	Printed		10923.014	HUMANA HEALTH CARE PLANS	AMBULANCE OVERPAYMENT REIMB	459.31
68440	02/16/2017	Printed		10874.135	IAAI	IAAI CLASS REGISTRATION	695.00
68441	02/16/2017	Printed		10900.362	INDUSTRIAL HEALTH CARE	PRE EMPLOYMENT PHYSICALS	441.00
68442	02/16/2017	Printed		11000.150	J'S COMMUNICATION INC.	RADIO REPAIR	1,338.00
68443	02/16/2017	Printed		11110.426	KAISER PERMANENTE	AMBULANCE OVERPAYMENT REIMB	212.92
68444	02/16/2017	Printed		11140.495	KINGSBURG VETERINARY CLINIC	K9 EXAM	45.00
68445	02/16/2017	Printed		11220.110	LEAGUE OF CALIFORNIA CITIES	SSJV 2017 MEMBERSHIP DUES	198.50
68446	02/16/2017	Printed		11220.065	HERIBERTO LECHUGA	AMBULANCE OVERPAYMENT REIMB	1,041.60
68447	02/16/2017	Printed		11220.027	LEE CENTRAL CALIFORNIA	EMPLOYMENT ADS-CODE ENFORCE	1,189.75
68448	02/16/2017	Printed		11220.234	LEON ENVIRONMENTAL SERVICES	PIONEER VILLAGE LEAD TESTING	300.00
68449	02/16/2017	Printed		11232.175	LOGISTICARE	AMBULANCE OVERPAYMENT REIMB	125.30
68450	02/16/2017	Printed		11232.175	LOGISTICARE	AMBULANCE OVERPAYMENT REIMB	188.43
68451	02/16/2017	Printed		11232.175	LOGISTICARE	AMBULANCE OVERPAYMENT REIMB	182.10
68452	02/16/2017	Printed		11232.175	LOGISTICARE	AMBULANCE OVERPAYMENT REIMB	205.33
68453	02/16/2017	Printed		11232.175	LOGISTICARE	AMBULANCE OVERPAYMENT REIMB	363.99
68454	02/16/2017	Printed		11246.390	LOGISTICARE	AMBULANCE OVERPAYMENT REIMB	182.10
68455	02/16/2017	Printed		11250.630	LOSS PROTECTION AND	MONTHLY SERVICE OF CONTAINERS	110.00
68456	02/16/2017	Printed		11252.149	LOZANO SMITH LLP	LAW ENFORCEMENT LEGAL UPDATE	50.00
68457	02/16/2017	Printed		11330.050	STEVEN MCINTIRE	MEDICAL PREMIUM REIMB FEB 17	1,352.10
68458	02/16/2017	Printed		11340.009	MEDICARE NORTHERN CALIFORNIA	AMBULANCE OVERPAYMENT REIMB	17.27
68459	02/16/2017	Printed		11340.009	MEDICARE NORTHERN CALIFORNIA	AMBULANCE OVERPAYMENT REIMB	553.65
68460	02/16/2017	Printed		11340.009	MEDICARE NORTHERN CALIFORNIA	AMBULANCE OVERPAYMENT REIMB	388.59
68461	02/16/2017	Printed		11340.009	MEDICARE NORTHERN CALIFORNIA	AMBULANCE OVERPAYMENT REIMB	573.34
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68463	02/16/2017	Printed		11340.009	MEDICARE NORTHERN CALIFORNIA	AMBULANCE OVERPAYMENT REIMB	390.30
68464	02/16/2017	Printed		11340.009	MEDICARE NORTHERN CALIFORNIA	AMBULANCE OVERPAYMENT REIMB	93.39
68465	02/16/2017	Printed		11340.009	MEDICARE NORTHERN CALIFORNIA	AMBULANCE OVERPAYMENT REIMB	409.48
68466	02/16/2017	Printed		11340.800	METRO UNIFORM	POLICE REVOLVING ACCT	840.77
68467	02/16/2017	Printed		11350.330	MID VALLEY PUBLISHING, INC.	EMPLOYMENT ADS-ASSOC PLANNER	157.50
68468	02/16/2017	Printed		11351.525	MITY-LITE, INC.	DINING ROOM TABLES-SC	840.51
68469	02/16/2017	Printed		11360.425	MOLINA	AMBULANCE OVERPAYMENT REIMB	452.39
68470	02/16/2017	Printed		11420.600	NEWTON'S CUSTOM TRACTOR WORK	WEED ABATEMENT 388-132-06	225.00
68471	02/16/2017	Printed		11530.100	OFFICE DEPOT, INC.	OFFICE SUPPLIES	19.80
68472	02/16/2017	Printed		11579.027	OVERSTREET & ASSOCIATES	ATTORNEY FEES-ARRANTS STORM DR	190.00
68473	02/16/2017	Printed		11810.361	RAY MORGAN COMPANY INC	MAINT/COPY AGREEMENT	357.02



# Check Register Report

Date: 02/28/2017

Time: 1:30 pm

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City of Selma

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>UNION BANK Checks</b>							
68474	02/16/2017	Printed		11910.433	SAMPSON, SAMPSON, AND PATTERSON	ACCOUNTING SERVICES	5,965.00
68475	02/16/2017	Printed		11945.275	SELMA DISTRICT CHAMBER OF	3RD QTR DUES FY 2016/2017	3,800.00
68476	02/16/2017	Printed		11945.800	SELMA UNIFIED SCHOOL DISTRICT	FUEL	11,096.42
68477	02/16/2017	Printed		11965.110	SOUTH COUNTY VETERINARY	MONTHLY FREEZER USE	175.00
68478	02/16/2017	Printed		11970.142	VICKI SPINETTA	WORKERS COMP REIMB	14.59
68479	02/16/2017	Printed		11975.624	STERICYCLE, INC.	SERI-SAFE OSHA COMPLIANCE	129.01
68480	02/16/2017	Printed		11988.100	SURVEILLANCE INTEGRATION INC.	CAMERA-DETECTIVE'S OFFICE	2,261.72
68481	02/16/2017	Printed		11989.124	SWABSHIELD INCORPORATED	SWABSHIELDS -PD	358.19
68482	02/16/2017	Printed		11990.099	SWAN COURT HOTEL INC	REIMBURSEMENT OF TOT TAX	8,339.16
68483	02/16/2017	Printed		12029.109	THE MT PIT	MUSIC SOUND TRACK	2,275.00
68484	02/16/2017	Printed		12050.117	TOP DOG TRAINING CENTER	MONTHLY MAINTENANCE	180.00
68485	02/16/2017	Printed		12060.210	TRANS UNION CORPORATION	PRE EMPLOYMENT CREDIT CHECK	13.54
68486	02/16/2017	Printed		11530.115	U.S. BANCORP EQUIPMENT FINANCE	LEASE PAYMENT	1,063.70
68487	02/16/2017	Printed		12220.210	VALLEY NETWORK SOLUTIONS INC.	ID CARD PRINTER	7,187.73
68488	02/16/2017	Printed		12310.249	WASTE MANAGEMENT	GARBAGE	111,828.94
68489	02/16/2017	Printed		12350.455	WILLEMS COMMERCIAL PRINTING	2017 BROCHURES	731.85
68490	02/16/2017	Printed		12350.507	JORDAN WILLIAMS	HONK ACCOMPANIST	110.00
68491	02/16/2017	Printed		12330.522	MARGIE M WILLIS	AMBULANCE OVERPAYMENT REIMB	758.46
				<b>Total Checks: 133</b>		<b>Checks Total (excluding void checks):</b>	<b>250,173.98</b>
				<b>Total Payments: 133</b>		<b>Bank Total (excluding void checks):</b>	<b>250,173.98</b>
				<b>Total Payments: 133</b>		<b>Grand Total (excluding void checks):</b>	<b>250,173.98</b>

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

March 6, 2017

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**ITEM NO:** 2.

**SUBJECT:** Proposed assessment change for Landscaping and Lighting  
Maintenance District No. 1 in the City of Selma.

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**DISCUSSION:** Due to increased costs associated with maintaining all LLMD areas in the City of Selma, it will be necessary to adjust 2017/2018 assessment amounts in order to recoup expenses.

Tonight's action is to review the proposed rates and authorize the mailing of the "Notice of Public Hearing" to all property owners in the LLMD District. The public hearing needs to be held at least 45 days after mailing. If council so directs, notices will be mailed to the property owners paying for LLMD services and a public protest hearing for the new rates will be set for the May 15<sup>th</sup> Council meeting.

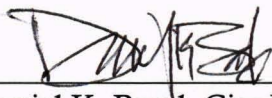
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**RECOMMENDATION:** Review proposed rates and authorize mailing of Prop 218 "Notice of Public Hearing", set public hearing for May 15, 2017.

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Daniel K. Bond, City Engineer

3/2/17  
Date

  
Greg Garner, Interim City Manager

3/1/17  
Date

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**CITY OF SELMA**  
**2017-2018 PREVIOUS VS PROPOSED LLMD ASSESSMENT**

#	Zone Name	TAX ID #	# of Lots	PG&E	Water	Grounds Maint - PW	Incidental Expenses	Total Cost/Area	Proposed 2017-2018 Assessment		Previous 2016-2017 Assessment		Increase/Decrease	
									Lot	Area	Lot	Area	Lot	Area
1	Nelson East	6645	359	358.86	8,828.72	28,252.64	1,499.93	38,940.15	108.48	38,944.32	99.70	35,792.30	8.78	3,152.02
2	Nelson West	6646	427	401.84	20,311.63	33,604.11	1,751.33	56,068.91	131.32	56,073.64	124.32	53,084.64	7.00	2,989.00
3	Dinuba-Thompson	6647	201	358.95	3,474.37	15,818.33	1,379.30	21,030.95	104.64	21,032.64	87.00	17,487.00	17.64	3,545.64
4	Dancer Meadows	6648	213	244.33	6,057.96	16,762.71	1,369.54	24,434.54	114.72	24,435.36	102.90	21,917.70	11.82	2,517.66
5	Suncrest	6639	88	119.62	4,206.87	6,925.44	1,602.98	12,854.91	146.08	12,855.04	115.62	10,174.56	30.46	2,680.48
6	Blossom Ranch	6641	63	119.66	954.41	4,957.98	1,200.39	7,232.44	114.80	7,232.40	103.10	6,495.30	11.70	737.10
7	Sundance	6649	172	119.62	2,349.13	13,536.08	1,275.63	17,280.46	100.48	17,282.56	86.80	14,929.60	13.68	2,352.96
8	Rosewood Estates	6642	256	360.34	13,174.20	19,989.33	1,786.46	35,310.33	139.02	35,589.12	119.76	30,658.56	19.26	4,930.56
9	Vineyard Estates		40	-	-	3,147.93	-	3,147.93	78.70	3,148.00	0.00	0.00	78.70	3,148.00
11	Royal Country Estates	6654	59	239.29	1,979.87	4,643.19	1,293.55	8,155.90	138.24	8,156.16	116.86	6,894.74	21.38	1,261.42
<b>2017-2018 TOTALS</b>			<b>1878</b>	<b>2,322.51</b>	<b>61,337.16</b>	<b>147,637.75</b>	<b>13,159.11</b>	<b>221,308.60</b>		<b>224,749.24</b>		<b>197,434.40</b>		<b>27,314.84</b>
<b>2016-2017 TOTALS</b>			<b>1838</b>	<b>2,850.97</b>	<b>46,339.39</b>	<b>139,523.50</b>	<b>9,298.61</b>	<b>198,012.47</b>						
<b>Increase/Decrease</b>			<b>40</b>	<b>-528.46</b>	<b>14,997.77</b>	<b>8,114.25</b>	<b>3,860.50</b>	<b>23,296.13</b>						

Increase in # of lots due to new LLMD zone 9 - Vineyard Estates subdivision at Highland & Saginaw

Decrease in PG&E charge

Increase in water usage

Increase in labor charge

Increase in incidental expenses (advertising, Fresno Co charge for assessments, special supplies, small tools, professional services, backflow device testing, mower replacement, etc.)

The last increase to the LLMD assessment was 4 years ago, approved by the Council 05/06/2013, affecting the 2013/2014 tax roll.

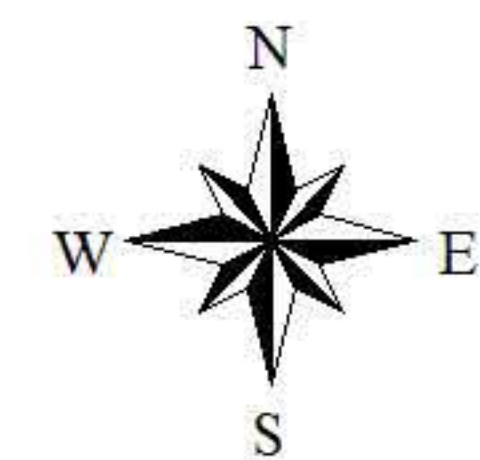


# City of Selma

## 2017-18 LLMD'S



- Selma City Limits
- Nelson East 1
- Nelson West 2
- Dinuba Thompson 3
- Dancer Meadows 4
- Suncrest 5
- Blossom Ranch 6
- Sundance Estates 7
- Rosewood 8
- Vineyard Estates 9
- Royal Country 11



Map prepared by the  
City of Selma GIS Dept  
3/1/2017





**CITY MANAGERS'S STAFF'S REPORT**  
**CITY COUNCIL MEETING DATE:**

**March 6, 2017**

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**ITEM NO:** 3.

**SUBJECT:** Consideration and necessary action on Resolution approving and Authorizing Execution of First Amendment to the Amended and Restated Memorandum of Understanding between the County of Fresno and the City of Selma (MOU).

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**DISCUSSION:** On February 21, 2017, the City Council adopted a Resolution Application to the Local Agency Formation Commission (LAFCO) to realign its Sphere of Influence so as to eliminate from the Sphere of Influence 134.18 acres located generally west of Temperance Avenue between Stillman and Dinuba Avenue in the unincorporated territory of the County of Fresno and to add to its Sphere of Influence approximately 107.85 acres located generally south of Saginaw and west of Highway 99, also in the unincorporated territory of the County of Fresno. The application, in addition to seeking to realign the Sphere of Influence requests that LAFCo approve annexation of the approximate 288 acres west of Highway 99 and south of Saginaw.

Under existing law, property cannot be annexed to the City unless it is covered by a property tax sharing agreement with the County. The City is already a party to a tax sharing agreement with the County. However, to conform to the requirements of the Reorganization Law regulating annexations, the Exhibit 2 to the existing MOU with the County providing for that tax sharing arrangement needs to be changed to reflect the changes in the City's SOI that will result from the application that is now being made to LAFCO.

The Resolution proposed is one approving and authorizing the execution of a First Amendment to the existing MOU between the City and the County providing for a sharing of property tax revenues, among other things. It is necessary to adopt the Resolution and amend the existing tax sharing MOU in order to annex the territory the City wishes to annex to allow for development of the previously approved Selma Crossings Project.

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**RECOMMENDATION:** Adopt Resolution approving and authorizing First Amendment to Amended and Restated Memorandum of Understanding between County of Fresno and the City of Selma.

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*/s/ Neal E. Costanzo*

*03/03/2017*

Neal E. Costanzo, City Attorney

Date

*/s/ Greg Garner*

*03/03/2017*

Greg Garner, Interim City Manager

Date



## RESOLUTION NO. 2017 - R

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### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA APPROVING AND AUTHORIZING EXECUTION OF FIRST AMENDMENT TO AMENDED AND RESTATEMENT MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF FRESNO AND THE CITY OF SELMA

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WHEREAS, the City is a party to that certain Amended and Restated Memorandum of Understanding between the County of Fresno, the City of Selma, and the Selma Redevelopment Agency dated February 27, 2007 (the "MOU");

WHEREAS, the Redevelopment Agency of the City of Selma was dissolved by operation of law on February 27, 2007, and is not a party to the MOU; and

WHEREAS, on February 21, 2017, the City Council adopted and has presented to the Fresno County Local Agency Formation Commission (LAFCO) a Resolution of Application to realign or reconfigure its Sphere of Influence, by eliminating 134.18 acres located generally west of Temperance between Dinuba and Stillman Avenues in the unincorporated area of the County of Fresno and realigning 107.85 acres to the Sphere of Influence located generally south of Saginaw and west of Highway 99, also located in the incorporated area of Fresno County; and

WHEREAS, the 107.85 acres realignment to the SOI is to be annexed to the City and is part of a previously approved development project known as the Selma Crossings Project and, by law, the Cortese-Knox-Hertzberg Reorganization Act, LAFCO is prohibited from approving an annexation of territory unless there is in place, an agreement or Memorandum of Understanding between the City and the County relating to the sharing of property tax within the unannexed territory; and

WHEREAS, Amendment No. 1 to the MOU replaces Exhibit 2 to that MOU with the Sphere of Influence Map that reflects the elimination of whether the 134.18 acres on the west side of the Sphere of Influence and the realignment of 107.85 acres on the south side of the Sphere of Influence so that the existing MOU covers the territory that will be annexed to the City which is a precondition to LAFCO's approval of the annexation and Sphere of Influence realignment being applied for.

NOW, THEREFORE, be it resolved as follows:

1. The foregoing recitals are true and correct.

2. The City Council of the City of Selma approves and adopts the First Amendment to the Amended and Restated Memorandum of Understanding between the County of Fresno and the City of Selma, which is attached as Exhibit A.

The Mayor is authorized to execute the First Amendment to the Amended and Restated Memorandum of Understanding between the County of Fresno and the City of Selma on behalf of the City of Selma.

\*\*\*\*\*

The foregoing Resolution was duly approved this 6<sup>th</sup> day of March, 2017 by the following vote, to wit:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:

\_\_\_\_\_  
Michael Derr, Mayor of the City of Selma

ATTEST:

\_\_\_\_\_  
Reyna Rivera City Clerk of the City of Selma

1 FIRST AMENDMENT TO THE AMENDED AND RESTATED  
2 MEMORANDUM OF UNDERSTANDING BETWEEN  
3 THE COUNTY OF FRESNO AND THE CITY OF SELMA

4 This First Amendment to the Memorandum of Understanding ("First Amendment"),  
5 executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, (the "Effective Date"), by and  
6 between the County of Fresno, a political subdivision of the State of California (hereinafter  
7 referred to as "County") and the City of Selma, a municipal corporation of the State of  
8 California (hereinafter referred to as "City"). County and City are each a "Party" to this First  
9 Amendment and are sometimes collectively referred to as "the Parties" to this First  
10 Amendment.

11 RECITALS:

12 WHEREAS, the Parties previously entered into a comprehensive agreement covering  
13 development, annexations, sales taxes, property taxes, redevelopment and other matters,  
14 which is entitled "Amended and Restated Memorandum of Understanding Between the County  
15 of Fresno, the City of Selma, and the Selma Redevelopment Agency," dated February 27,  
16 2007 (hereinafter "MOU"); and

17 WHEREAS, as of February 1, 2012, the Selma Redevelopment Agency ("SRA")  
18 automatically dissolved pursuant to ABx1 26, any remaining functions of the SRA were  
19 assumed by the City of Selma acting as the Successor Agency, and the SRA is no longer a  
20 party to the MOU;

21 WHEREAS, it has become apparent to the Parties that a First Amendment to the MOU  
22 is necessary and desirable to accommodate changes in the patterns of new urban growth and  
23 development that the City is experiencing as it regulates and facilitates the build-out of its  
24 Sphere of Influence (SOI); and

25 WHEREAS, the City has notified the County of its intention to apply to the Local Agency  
26 Formation Commission (LAFCo) to realign its SOI to include approximately 107.85 acres of  
27 unincorporated areas generally located at Dockery and Mountain View Avenues, Van Horn  
28 Avenue and the Caruthers Avenue alignment, and State Route 99 and the Caruthers Avenue

1 alignment, and reduce its SOI by approximately 134.18 acres in the area located west of  
2 Temperance Avenue between Dinuba and Rose Avenues (collectively, the "SOI Application");  
3 and

4 WHEREAS, the City proposes to file an application with LAFCo to annex approximately  
5 288 acres to the City (the "Annexation Application"); and

6 WHEREAS, the City has determined that the changes to its SOI and City boundaries  
7 proposed by the SOI Application and Annexation Application, respectively, would provide for  
8 orderly development in this area and represents an important part of the City's economic  
9 development strategy.

10 WHEREAS, the City has determined that the area proposed for expansion includes  
11 critical land uses that would provide development and job creation opportunities and allow for  
12 orderly growth that ensures services are available and a high quality of life for both current  
13 County residents and future City residents; and

14 WHEREAS, the County has determined that the changes to the City's boundaries  
15 proposed by the Annexation Application are consistent with the Standard for Annexation  
16 contained in Exhibit 1 of the MOU, and

17 WHEREAS, the County concurs that, if approved by the LAFCo, the SOI Application  
18 and Annexation Application, would positively contribute to the unification of logical urban  
19 growth and efficient delivery of urban services within the City and the City's SOI; and

20 WHEREAS, the parties recognize that this First Amendment to the MOU is necessary to  
21 accommodate the proposed expansion of the City's SOI and the eventual expansion of the  
22 City's boundaries.

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 NOW, THEREFORE, County and City hereby agrees to amend the MOU as  
2 follows:

3 **AMENDMENT I TO MOU**

4 The MOU is amended as follows:

- 5 1. The map included as Exhibit "2.1", attached hereto and incorporated herein by  
6 this reference, shall replace Exhibit "2" to the MOU as of the Effective Date of this  
7 First Amendment.
- 8 2. Unless expressly modified by the terms of this First Amendment, all other terms  
9 of the MOU remain in full force and effect.

10 IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment, on  
11 the date set forth above.

12 COUNTY OF FRESNO, a Political  
13 Subdivision of the State of California  
14 ("County")

15 By: \_\_\_\_\_  
Chairman, Board of Supervisors

16 ATTEST:  
17 Bernice E. Seidel  
Clerk to the Board of Supervisors

18  
19 By: \_\_\_\_\_  
20 Bernice E. Seidel,  
Clerk to the Board of Supervisors

21 REVIEWED AND RECOMMENDED  
22 FOR APPROVAL:

23 JEAN M. ROUSSEAU  
24 County Administrative Officer

25  
26 By: \_\_\_\_\_  
27 Jean M. Rousseau  
County Administrative Officer

CITY OF SELMA, a Municipal  
Corporation of the State of California  
("City")

By: \_\_\_\_\_  
Mike Derr, Mayor, City of Selma

ATTEST:  
REYNA RIVERA  
City Clerk, City of Selma

By: \_\_\_\_\_  
Reyna Rivera, City Clerk

REVIEWED AND RECOMMENDED FOR  
APPROVAL:

GREG GARNER  
Interim City Manager, City of Selma

By: \_\_\_\_\_  
Greg Garner, Interim City Manager



1 APPROVED AS TO LEGAL FORM:

APPROVED AS TO LEGAL FORM:

2  
3 DANIEL CEDERBORG,  
4 Fresno County Counsel

NEAL COSTANZO, City Attorney, City of  
Selma

5  
6 By: \_\_\_\_\_  
Daniel Cederborg, County Counsel

By: \_\_\_\_\_  
Neal Costanzo, City Attorney

7  
8 APPROVED AS TO ACCOUNTING FORM:  
9 VICKI CROW, C.P.A.  
Auditor-Controller/Treasurer-Tax Collector

10  
11 By: \_\_\_\_\_  
12 Vicki Crow, C.P.A.

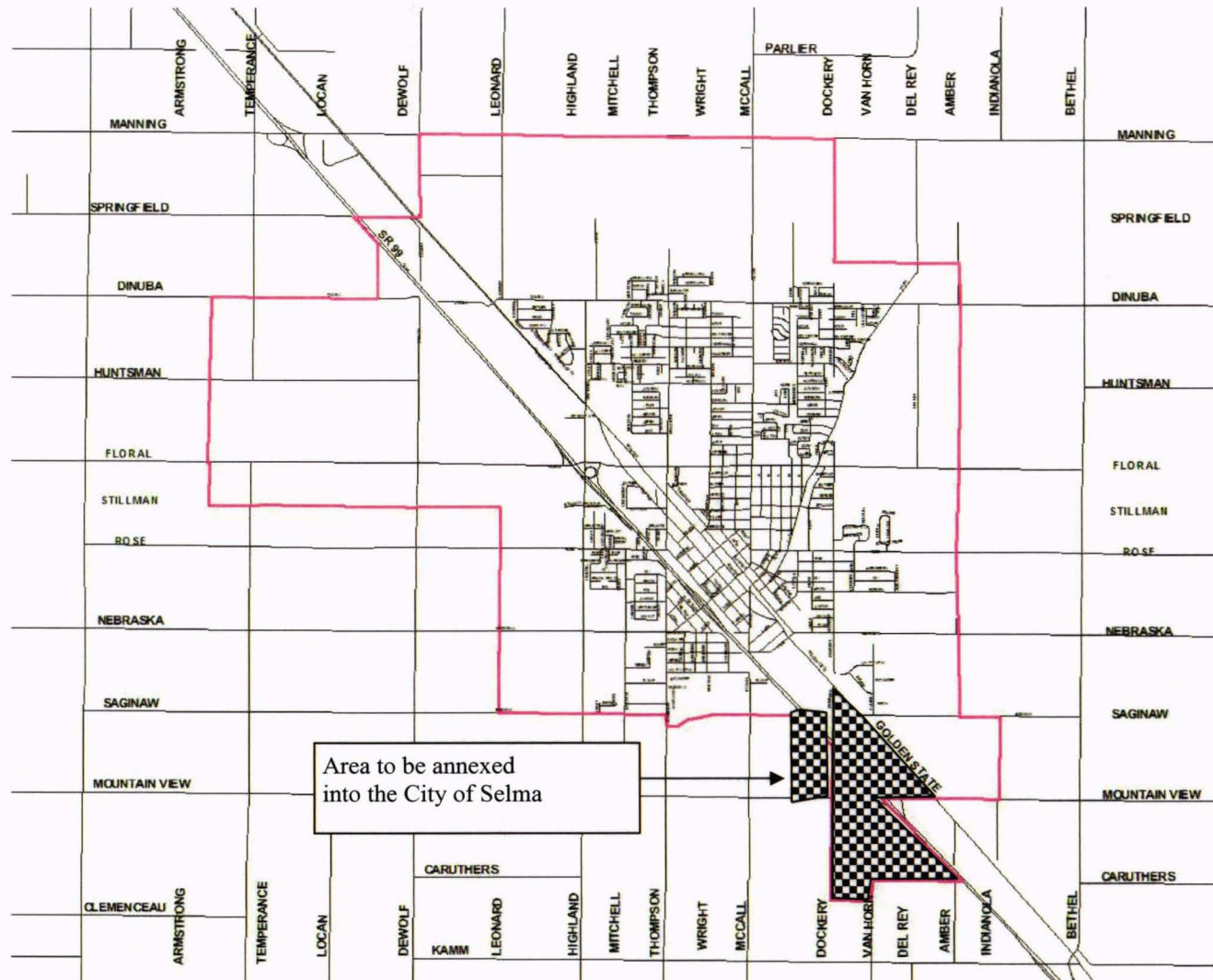
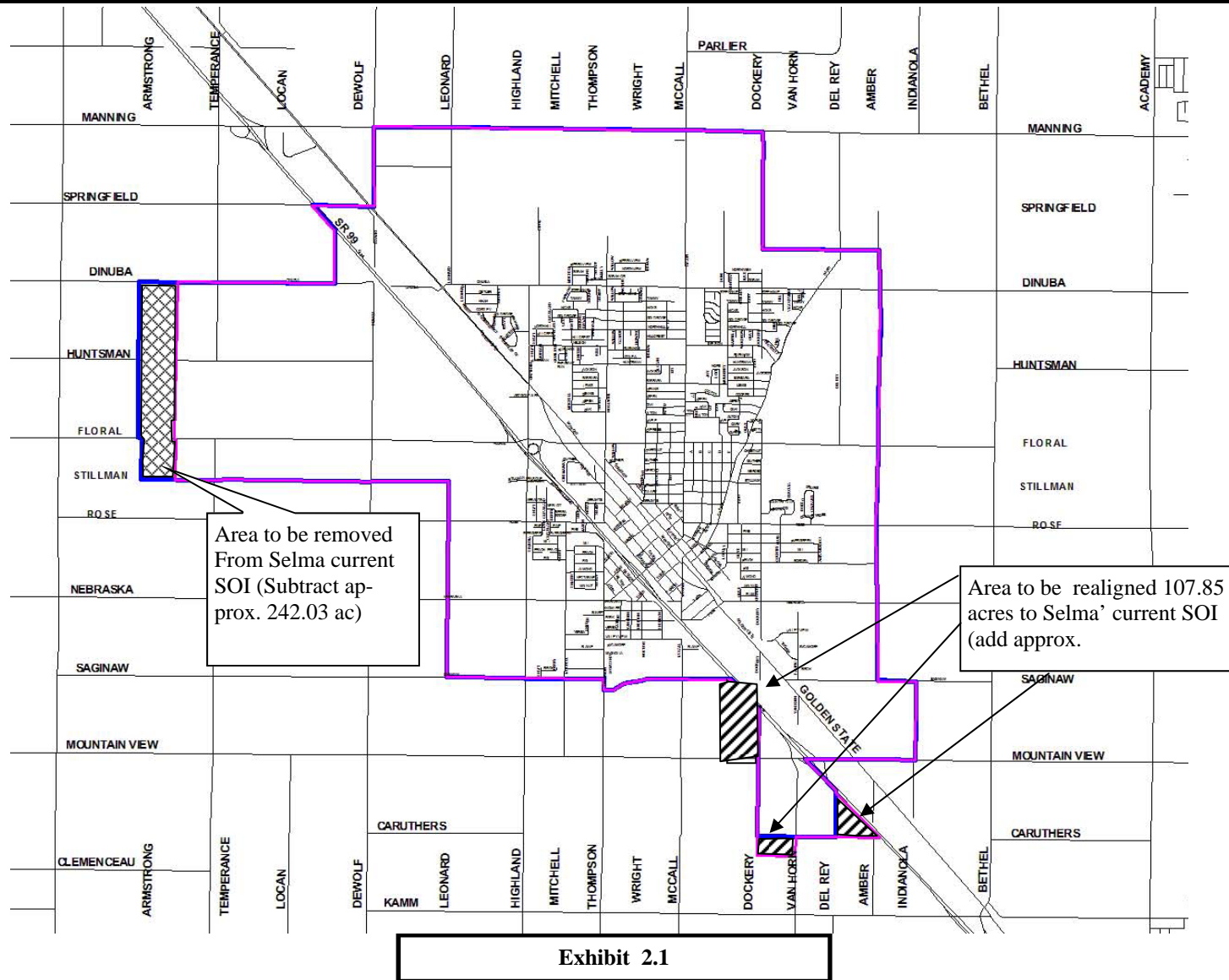


Exhibit 1 Area to be Annexed

# CITY OF SELMA COMMUNITY DEVELOPMENT DEPARTMENT





# CITY OF SELMA COMMUNITY DEVELOPMENT DEPARTMENT

