

agenda item 1.a.

CITY OF SELMA WORKSHOP/PRE-COUNCIL MEETING February 20, 2018

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: Franco, Montijo, Derr, Mayor Pro Tem Robertson, and Mayor Avalos.

Also present were Interim City Manager Perea, City Attorney Costanzo, Fire Chief Kain, Interim Finance Director Moreno, Police Chief Garner, Public Works Director Shiplee, and interested citizens.

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

EXECUTIVE SESSION: At 5:03 p.m., Mayor Avalos recessed the meeting into Executive Session to discuss the following: conference with labor negotiator Henry Perea, Interim City Manager/Agency Negotiator to discuss the following employee organizations: Selma Police Officers Association, Safety Mid-Management, Selma Firefighters Association (IAFF Local 3716); and five cases of pending litigation pursuant to Government Code 54956.9 Selma v. Kingsburg, Fresno Co. Superior Court Case No.12CECG03223; Selma v. LAFCo Fresno Co. Superior Court Case No. 13CECG02651; Selma v. Kingsburg Fresno Co. Superior Court Case No. 13CECG02139; City of Selma v. Department of Finance, Sacramento Co. Superior Court Case No.34-2013-80001397; Department of Finance v. City of Selma, Sacramento Co. Superior Court Case No. 34-2016-80002507.

The meeting reconvened at 6:02 p.m. with no action to be declared in the open session of the meeting.

ADJOURNMENT: There being no further business, the meeting was adjourned at 6:03 p.m.

Respectfully submitted,

Reyna Rivera
City Clerk

Jim Avalos
Mayor of the City of Selma

agenda item 1.b.

CITY OF SELMA REGULAR COUNCIL MEETING February 20, 2018

The regular meeting of the Selma City Council was called to order at 6:07 p.m. in the Council Chambers. Council members answering roll call were: Derr, Franco, Montijo, Mayor Pro Tem Robertson, and Mayor Avalos.

Also present were Interim City Manager Perea, City Attorney Costanzo, Community Services Director Kirchner, Interim Finance Director 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.

POTENTIAL CONFLICTS OF INTEREST: Mayor Pro Tem Robertson announced that he has a conflict of interest on agenda item five and would be recusing himself from that discussion.

MEASURE S OVERSIGHT BOARD REPORT: Board member Michael Ridgeway stepped forward to report that the Measure "S" Oversight Committee reviewed and approved revenues received from the Measure "S" funds and that the expenditures were allocated appropriately for fiscal year 2016-2017.

PRESENTATION TO FIRE DEPARTMENT FROM CHIEF HAUGEN'S FAMILY: Interim City Manager Perea reported that the Haugen family requested that this item be pulled from the agenda.

ENHANCED INFRASTRUCTURE FINANCING DISTRICT (EIFD)

PRESENTATION: Interim City Manager Perea reported that the consultant that was scheduled to present the information was not able to attend, and has asked Interim Finance Director Moreno to present. Interim Finance Director Moreno stepped forward to provide a PowerPoint presentation regarding EIFD and used Selma Crossings area as an example of a district.

After much Council discussion regarding EIFD funded projects, Council thanked Interim Finance Manager Moreno for the information.

ORAL COMMUNICATIONS: Mr. Robert Marquez stepped forward to thank Council for fulfilling his request and placing a solar powered blinker stop sign at the intersection of Whitson and McCall Avenue.

CONSENT CALENDAR: Mayor Pro Tem Robertson requested that agenda item 1.e. be pulled for further discussion. Motion to approve the remainder of the Consent Calendar as read was made by Mayor Pro Tem Robertson and seconded by Council member Derr. The motion was carried with the following vote:

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

- a. Minutes of the January 12, 2018 special meeting approved as written.
- b. Minutes of the January 16, 2018 workshop/pre-Council meeting approved as written.
- c. Minutes of the January 16, 2018 regular meeting approved as written.
- d. Minutes of the December 6, 2010 regular meeting approved as written.
- e. RESOLUTION NO. 2018 - 13R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA APPROVING THE CONSULTANT AGREEMENT WITH GATEWAY ENGINEERING FOR PRELIMINARY ENGINEERING FOR THE ATP – 5096 (033) FUNDED PROJECT, IN THE CITY OF SELMA . Resolution approved by standard motion.
- f. Pulled for separate discussion.

AGENDA ITEM 1.e. CONSIDERATION AND NECESSARY ACTION ON CHECK REGISTER DATED FEBRUARY 12, 2018: After much discussion, motion to approve the Check Register dated February 12, 2018 was made by Mayor Pro Tem Robertson. Motion was seconded by Council member Montijo and carried with the following vote:

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

CONSIDERATION AND NECESSARY ACTION ON PROPOSED ASSESSMENT CHANGE FOR LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1 IN THE CITY OF SELMA FOR FISCAL YEAR 2018-2019: Public Director Shiplee reviewed the need to increase the amounts paid by each property owner in the Landscape and Lighting Maintenance District No. 1 (LLMD) in order to recoup the actual costs incurred. He further stated that a protest hearing would be set for May 7, 2018 as required by Proposition 218.

After much discussion, motion setting the protest hearing on the proposed new rates for May 7, 2018 and authorizing the mailing of the “Notice of Public Hearing” protest letter as required by Proposition 218 was made by Council member Derr, and seconded by Council member Montijo. Motion carried with the following vote:

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

CONSIDERATION AND NECESSARY ACTION ON ORDINANCE APPROVING THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SELMA AND KARAMJIT SINGH NIJJAR RELATED TO VESTED TENTATIVE TRACT MAP 5519 introduction and first reading:

After discussion, motion to introduce and waive first reading of an ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SELMA APPROVING THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SELMA AND KARAMJIT SINGH NIJJAR RELATED TO VESTED TENTATIVE TRACT MAP 5519 was made by Mayor Pro Tem Robertson. Motion was seconded by Council member Derr and carried with the following vote:

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

CONSIDERATION AND NECESSARY ACTION ON ORDINANCE APPROVING THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SELMA AND WEINGART RONALD (TE)/WEINGART SHERRI (TE) RELATED TO VESTED TENTATIVE TRACT MAP 5601 introduction and first reading:

After discussion, motion to introduce and waive first reading of an ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SELMA APPROVING THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SELMA AND WEINGART RONALD (TE)/WEINGART SHERRI (TE) RELATED TO VESTED TENTATIVE TRACT MAP 5601_ was made by Council member Derr. Motion was seconded by Council member Montijo and carried with the following vote:

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

At this point in the meeting, Mayor Pro Tem Robertson recused himself of the next agenda item and stepped out of the Council Chambers.

CONSIDERATION AND NECESSARY ACTION ON ORDINANCE APPROVING THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SELMA AND MERIGIAN MICHAEL L (TE) RELATED TO VESTED TENTATIVE TRACT MAP 5640 introduction and first reading:

After discussion, motion to introduce and waive first reading of an ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SELMA APPROVING THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SELMA AND MERIGIAN MICHAEL L (TE) RELATED TO VESTED TENTATIVE

TRACT MAP 5640 was made Council member Franco. Motion was seconded by Council member Montijo and carried with the following vote:

AYES: Franco, Derr, Montijo, Avalos
NOES: None
ABSTAIN: Robertson*recuse
ABSENT: None

At this point in the meeting Mayor Pro Tem Robertson returned to his seat on the Council dais.

CONSIDERATION AND NECESSARY ACTION ON RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF ADDENDUM TO MUNICIPAL ADVISOR AGREEMENT AND AUTHORIZING AGREEMENTS FOR DESIGN AND CONSTRUCTION MANAGEMENT WITHIN APPROVED BUDGET FOR REHABILITATION AND EXPANSION OF SELMA FIRE STATION NO. 2 (54):
Interim City Manager discussed the project for Council.

Fire Chief Kain and Interim Finance Director Moreno stepped forward to discuss the project timeline, funding process as well as source of funding.

Mr. Ken Van, Precision Engineering, stepped forward to discuss the project for Council.

After much Council discussion, motion to approve RESOLUTION NO 2018-13R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA APPROVING AND AUTHORIZING THE EXECUTION OF ADDENDUM TO MUNICIPAL ADVISOR AGREEMENT, APPROVING BUDGET TO FINANCE COSTS OF REHABILITATION AND EXPANSION OF SELMA FIRE STATION NO 54 AND AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITHIN BUDGETED AMOUNTS FOR DESIGN AND ENGINEERING SERVICES AND TO TAKE FURTHER NECESSARY ACTIONS TO IMPLEMENT THE FINANCING OF PROJECT BY THE ISSUANCE OF BONDS was made by Council member Franco. Motion was seconded by Mayor Pro Tem Robertson and carried by the following vote:

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

PRESENTATION OF 2017-2018 MID-YEAR BUDGET REPORT: Interim Finance Director Moreno stepped forward to discuss a Power Point presentation regarding the mid-year budget for fiscal year 2017-2018. He stated that general fund revenues are at 51% and expenditures are at 49% of the projected budget for 2017-2018. He also discussed Measure "S" funding and key factors which include fire truck lease payment.

DEPARTMENT REPORTS: Interim City Manager Perea discussed pending projects.

Public Works Director Shiplee discussed sidewalk improvements, Floral Avenue project bid opening, and Rail Road improvements.

Fire Chief Kain reported on a recent firefighter injury.

Police Chief Garner updated Council on the vacancy and recruitment process.

Community Services Director Kirchner updated Council on the park acquisition, Arts Center façade, Brentlinger baseball field and Shafer Park improvement projects.

COUNCIL REPORTS: Council member Montijo discussed the recent SKF meeting.

Council member Franco discussed SB1 funding opportunities, Nebraska Avenue project, and the need to focus on infrastructure.

Mayor Pro Tem Robertson congratulated United Health Center Board member Sarah Guerra, thanked Caltrans for cleaning the on/off ramps, inquired on the music downtown, and discussed public safety and SB1 funding.

Mayor Avalos thanked the public for attending.

ORAL COMMUNICATIONS: Mrs. Janalee Jones stepped forward to discuss public safety.

Mrs. Joan Nelson stepped forward to discuss public safety and inquire on the police station project.

ADJOURNMENT: There being no further business, the meeting was adjourned at 7:31 p.m.

Respectfully submitted,

Reyna Rivera
City Clerk

Jim Avalos
Mayor of the City of Selma

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

April 2, 2018

ITEM NO:

1.c.

SUBJECT: Consideration and Necessary Action on Resolution Authorizing Staff to Submit Application for the Urban Greening Grant Program and for City Manager to Execute Grant Agreement.

DISCUSSION: The Natural Resources Agency has grant funds that are available to be distributed via the Urban Greening Grant Program.

The attached Resolution authorizes staff to submit the grant application as well as authorizing the City Manager to execute the grant agreement if the project is funded.

RECOMMENDATION: Adopt resolution allowing staff to Submit Application for the Urban Greening Grant Program and for the City Manager to execute the necessary grant documents if funded.

Funds from the grant are being applied for the Rockwell Pond Project area to coordinate the development of a bike/walking trail, water features and greening of the area with plants and trees.

/s/ Mikal Kirchner

03/29/2018

Mikal Kirchner, Director of Recreation

Date

/s/ Henry Perea

03/29/2018

Henry Perea, Interim City Manager

Date

RESOLUTION NO. 2018 – R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA
APPROVING THE APPLICATION FOR GRANT FUNDS FOR
CALIFORNIA CLIMATE INVESTMENTS URBAN GREENING PROGRAM**

WHEREAS, the Legislature and Governor of the State of California have provided funds for the program shown above; and

WHEREAS, the California Natural Resources Agency has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the California Natural Resources Agency require a resolution certifying the approval of application(s) by the Applicants governing board before submission of said application(s) to the State; and

WHEREAS, the applicant, if selected, will enter into an agreement with the State of California to carry out the Project

NOW, THEREFORE, BE IT RESOLVED that the City of Selma:

1. Approves the filing of an application for the Rockwell Pond Project;
2. Certifies that applicant understands the assurances and certification in the application, and
3. Certifies that applicant or title holder will have sufficient funds to operate and maintain the project consistent with the land tenure requirements; or will secure the resources to do so, and
4. Certifies that it will comply with the provisions of Section 1771.5 of the State Labor Code, and
5. If applicable, certifies that the project will comply with any laws and regulations including, but not limited to, legal requirements for building codes, health and safety codes, disabled access laws, environmental laws and, that prior to commencement of construction, all applicable permits will have been obtained, and
6. Certifies that applicant will work towards the Governor's State Planning Priorities intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety as included in Government Code Section 65041.1, and
7. Appoints the City Manager, or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project(s).

I, **Reyna Rivera**, City Clerk of the City of Selma, do hereby certify that the foregoing Resolution was duly approved at a regular meeting of the City Council of the City of Selma on the 2nd day of April, 2018, by the following vote, to wit:

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

Jim Avalos, Mayor

ATTEST:

Reyna Rivera
City Clerk

Check Register Report

agenda item 1.d.

Date: 03/15/2018
Time: 10:36 am
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City of Selma

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks								
70403	03/15/2018	Printed			10174.295	AIRGAS USA LLC	OXYGEN CYLINDER RENTAL	131.92
70404	03/15/2018	Printed			10100.515	AT&T	TELEPHONE-FEBRUARY 2018	348.60
70405	03/15/2018	Printed			10100.515	AT&T	TELEPHONE-MARCH 2018	1,369.91
70406	03/15/2018	Printed			10100.515	AT&T	TELEPHONE-MARCH 2018	151.80
70407	03/15/2018	Printed			10100.515	AT&T	TELEPHONE-MARCH 2018	145.95
70408	03/15/2018	Printed			10340.385	AT&T MOBILITY	TELEPHONE-MDT'S 2/1-2/28/18	1,468.83
70409	03/15/2018	Printed			10230.031	CESAR F. BEJARANO	BOARD UP 1826 ROSE	95.00
70410	03/15/2018	Printed			10230.130	BENNETT & BENNETT, INC.	MISC IRRIGATION SUPPLIES	59.50
70411	03/15/2018	Printed			10230.300	BEST UNIFORMS	POLICE REVOLVING ACCT	93.88
70412	03/15/2018	Printed			10280.299	BRINER & SON LANDSCAPE	BRENTLINGER FIELD MAINTENANCE	74,650.00
70413	03/15/2018	Printed			12050.117	JAY WESLEY BROCK	MONTHLY K9 MAINTENANCE	360.00
70414	03/15/2018	Printed			10320.311	CADDYSHACK RODENT SERVICE, LLC	PIONEER VILLAGE RODENT CONTROL	2,307.50
70415	03/15/2018	Printed			10310.455	CALIFORNIA WATER SERVICE	WATER SERVICE-FEBRUARY 2018	10,061.83
70416	03/15/2018	Printed			10330.279	CENTRAL VALLEY LOCK & SAF	SHAFFER CONCESSION DOOR	2,399.13
70417	03/15/2018	Printed			10370.375	COMCAST	INTERNET SERVICE-MAR 2018	821.45
70418	03/15/2018	Printed			10370.940	COOK'S COMMUNICATION CORP	OUTFITTING UNIT 1002	14,921.15
70419	03/15/2018	Printed			10370.969	CORELOGIC SOLUTIONS LLC	REALQUEST SERVICE-FEB 18	481.25
70420	03/15/2018	Printed			10300.009	CPS	FIRE CAPTAIN WRITTEN TEST	462.00
70421	03/15/2018	Printed			10430.071	DEPARTMENT OF JUSTICE	BLOOD ALCOHOL ANALYSIS-FEB 18	751.00
70422	03/15/2018	Printed			10620.210	JOEL A FEDOR	CLEAN OUT PD URINAL	103.18
70423	03/15/2018	Printed			10670.270	FRESNO CO TREASURER-SHERIFF	RMS/JMS/CAD ACCESS FEES-FEB 18	585.86
70424	03/15/2018	Printed			10670.280	FRESNO COUNTY TAX COLLECTOR	PROPERTY TAX/SEWER 2ND INSTALL	2,543.19
70425	03/15/2018	Printed			10670.583	FRUSA EMS LLC	AMBULANCE BILLING-FEBRUARY 18	4,815.31
70426	03/15/2018	Void	03/15/2018				Void Check	0.00
70427	03/15/2018	Void	03/15/2018				Void Check	0.00
70428	03/15/2018	Printed			10700.080	G&K SERVICES	LINEN/UNIFORM SERVICE-FEB 18	543.51
70429	03/15/2018	Printed			10720.010	GATEWAY ENGINEERING, INC.	STORM DRAIN IMPROVEMENT PROJ	27,935.00
70430	03/15/2018	Printed			10752.164	KENNETH GREY	COMM DEV PROJECTS DIRECTOR	7,500.00
70431	03/15/2018	Printed			10754.040	PHILIP C GRIJALVA	SPRING AWAKENING STICKERS	180.00
70432	03/15/2018	Printed			10820.045	HEALTH NET	AMBULANCE OVERPAYMENT REIMB	198.81
70433	03/15/2018	Printed			10820.045	HEALTH NET	AMBULANCE OVERPAYMENT REIMB	179.64
70434	03/15/2018	Printed			10820.020	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 2/21/18	1,271.07
70435	03/15/2018	Printed			10820.020	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 2/28/18	2,722.96
70436	03/15/2018	Printed			10820.034	HEALTHWISE SERVICES	KIOSK MEDICAL WASTE	150.00
70437	03/15/2018	Printed			10820.702	HEWLETT-PACKARD FINANCIAL	LEASE FOR PC'S, PHONES	4,761.00
70438	03/15/2018	Printed			10300.253	JAMES JOHNSON	SR CENTER KITCHEN FLOORING	2,383.67
70439	03/15/2018	Printed			11040.710	JORGENSEN & COMPANY	FIRE EXTINGUISHER SERV-FLEET	629.48
70440	03/15/2018	Printed			11310.899	MATTHEW BENDER & CO., INC	GOVERNMENT CODE UPDATES	1,616.28
70441	03/15/2018	Printed			11330.050	STEVEN MCINTIRE	MEDICAL PREMIUM REIMB MAR 18	1,974.86
70442	03/15/2018	Printed			11340.800	METRO UNIFORM	POLICE REVOLVING ACCT	1,066.11
70443	03/15/2018	Printed			11530.100	OFFICE DEPOT, INC.	OFFICE SUPPLIES	456.71
70444	03/15/2018	Printed			11610.129	MOISES PACHECO	PIONEER VILLAGE RENTAL REFUND	390.00
70445	03/15/2018	Printed			11640.800	PITNEY BOWES INC.	POSTAGE MACHINE RENTAL-PD	325.43
70446	03/15/2018	Printed			11650.606	POLYGRAPH PROFESSIONALS	POLYGRAPH EXAMS-PD	1,900.00
70447	03/15/2018	Printed			11660.857	PROFESSIONAL PRINT & MAIL, INC	CITY LOGO FOLDOVER CARDS	297.95
70448	03/15/2018	Printed			11750.684	JESSE QUINTANA	SHELTER REIMBURSEMENT	45.00

Check Register Report

agenda item 1.d.

Date: 03/15/2018

Time: 10:36 am

Page: 2

City of Selma

BANK: UNION BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK Checks								
70449	03/15/2018	Printed			11810.361	RAY MORGAN COMPANY INC	COPIER MAINT/COPY AGREEMENT	3,758.21
70450	03/15/2018	Printed			11945.275	SELMA DISTRICT CHAMBER OF	BRD QTR DUES FY 2017/2018	3,800.00
70451	03/15/2018	Printed			11975.624	STERICYCLE, INC.	SERI-SAFE OSHA COMPLIANCE-MAR	150.45
70452	03/15/2018	Printed			11975.698	STREAMLINE AUTOMATION	FD INSPECTION PROGRAM	3,015.00
70453	03/15/2018	Printed			11988.100	SURVEILLANCE INTEGRATION	CITY WIDE PUBLIC VIDEO	34,575.04
70454	03/15/2018	Printed			12060.210	TRANS UNION CORPORATION	PRE EMPLOYMENT CREDIT	13.70
70455	03/15/2018	Printed			12070.120	TULARE CO JAIL INDUSTRIES	GRAPHICS FOR PD VEHICLES	3,070.88
70456	03/15/2018	Printed			12080.180	TYLER TECHNOLOGIES, INC.	ANNUAL MAINTENANCE	4,790.09
70457	03/15/2018	Printed			12220.210	VALLEY NETWORK SOLUTIONS	NETCARE FOR APRIL 2018	5,675.00
70458	03/15/2018	Printed			12280.110	VINCENT COMMUNICATIONS	RADIO REPAIR	179.86
70459	03/15/2018	Printed			12310.249	WASTE MANAGEMENT-USA	GARBAGE-FEBRUARY 2018	112,701.08
70460	03/15/2018	Printed			12350.455	WASTE WILLEMS COMMERCIAL	SPRING AWAKENING PROGRAMS	824.39
					Total Checks: 58		Checks Total (excluding void checks):	348,209.42
					Total Payments: 58		Bank Total (excluding void checks):	348,209.42
					Total Payments: 58		Grand Total (excluding void checks):	348,209.42

ITEM NO:

SUBJECT: **2.** Continued Public Hearing to Consider Adoption of Resolutions Approving General Plan Amendment, Zone Change (Pre-zoning), Parcel Map No. 20138-52, Initiation of Dinuba-McCall V-5 Annexation and Environmental Assessment No. 2013-52 (Mitigated Negative Declaration and Ordinance Changing Zoning Map for V-5 – Dinuba Mini Storage Commercial Project, Submittal No. 2013-52.

DISCUSSION:

The Council had the above item on its February 5, 2018, Agenda for a public hearing that had been properly noticed in accordance with law. The consideration of the proposed action on this project was continued to March 5, 2018, so that staff could discuss with the developer a variety of street improvements and other enhancements to the project. On March 5, 2018, the public hearing was continued to this April 2, 2018 meeting. Staff is in the process of discussing additional conditions with the developer, and the developer has requested more time to assess the City's proposal and respond to it. The City can continue any public hearing from time to time so long as the hearing is continued to a specific date, time and place.

RECOMMENDATION:

To allow more time for the developer to consider proposals made by staff concerning the imposition of additional conditions for this development staff is recommending that the City Council open the public hearing and receive any comments offered, close the public hearing and continue this public hearing and its consideration of all actions relating to this project to its May 7, 2018 regular meeting.

<u>/s/ Neal E. Costanzo</u>	<u>March 27, 2018</u>
Neal E. Costanzo, City Attorney	Date

<u>/s/ Henry Perea</u>	<u>March 27, 2018</u>
Henry Perea, Interim City Manager	Date

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

April 2, 2018

ITEM NO:

3

SUBJECT: Consideration and necessary action on Selma Active Transportation Plan.

DISCUSSION: The City of Selma was awarded funds through the Fresno Council of Governments ATP Program for the development of the Selma Active Transportation Plan (ATP). Monies were allocated through the California Transportation Commission to procure consulting services to complete the ATP.

Through Resolution No. 2016-72R the City Council authorized the City Manager to execute a contract with Fehr & Peers for \$87,821. Fehr & Peers and their subconsultant VRPA Technologies worked with City staff to complete the ATP. A City Council workshop was held on February 5, 2018 to present the Draft ATP.

The goal of the comprehensive ATP is to provide the recommended actions to increase biking and walking in the city, provide non-motorized travel infrastructure to support the projected population growth, and provide safer, walkable streets for the nearly 7,900 students (kindergarten through college) who travel to school each day in Selma.

The ATP developed an inventory of existing biking and pedestrian infrastructure, identified deficiencies in the infrastructure, and prioritized improvements. The process included community and staff feedback with an online web-tool and public workshop held on September 20, 2017 at the Selma Senior Center.

The ATP's proposed improvements capitalize on the planned Golden State Corridor Class I trail with improvements connecting to the trail both north and south of State Route 99. The new bikeway and enhanced pedestrian networks will create safer access for Selma residents to the Golden State Corridor trail, surrounding businesses, schools and parks.

The ATP identifies \$6,612,900 high priority projects and a total of \$16,570,500 projects to be implemented over time within the City. The Selma ATP projects have been integrated into the Fresno COG Regional ATP making the City eligible to apply for Measure "C" and State ATP funding for implementation.

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

RECOMMENDATION:

Approve a Resolution adopting the City of Selma Active Transportation Plan.

/s/ Isaac Moreno

3/28/2018

Isaac Moreno, Interim Finance Director

Date

/s/ Henry Perea

3/28/2018

Henry Perea, Interim City Manager

Date

RESOLUTION NO. 2018 – R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA APPROVING THE
SELMA TRANSPORTATION PLAN**

WHEREAS, the Selma Active Transportation Plan complies with the California Transportation Commission 2017 Active Transportation Program Guidelines; and

WHEREAS, the Selma Active Transportation Plan is in compliance with the 2014 Fresno Council of Governments Regional Transportation Plan and Sustainable Communities Strategy; and

WHEREAS, the Selma Active Transportation Plan is an implementation tool to the Selma General Plan Circulation Element; and

WHEREAS, the Selma Active Transportation Plan promotes walking and biking for transportation and recreation by all members of the community by creating a connected and complete network of trails, walkways, and bikeways that provides safe, convenient, and enjoyable connections to key destinations and neighborhoods in Selma; and

WHEREAS, the Selma Active Transportation Plan promotes pedestrian and bicyclist safety and collision reduction; and

WHEREAS, the Selma Active Transportation Plan will improve the accessibility of funding for pedestrian and bicycle related-related improvements in Selma; and

WHEREAS, approval of the Selma Active Transportation Plan meets eligibility requirements for Active Transportation Program funding.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Selma hereby approves the Selma Active Transportation Plan.

The foregoing resolution was duly adopted by the Selma City Council at a regular meeting held on the _____th day of APRIL 2018, by the following vote, to wit:

AYES:	0	COUNCILMEMBERS:
NOES:	0	COUNCILMEMBERS:
ABSTAIN:	0	COUNCILMEMBERS:
ABSENT:	0	COUNCILMEMBERS:

Attest:

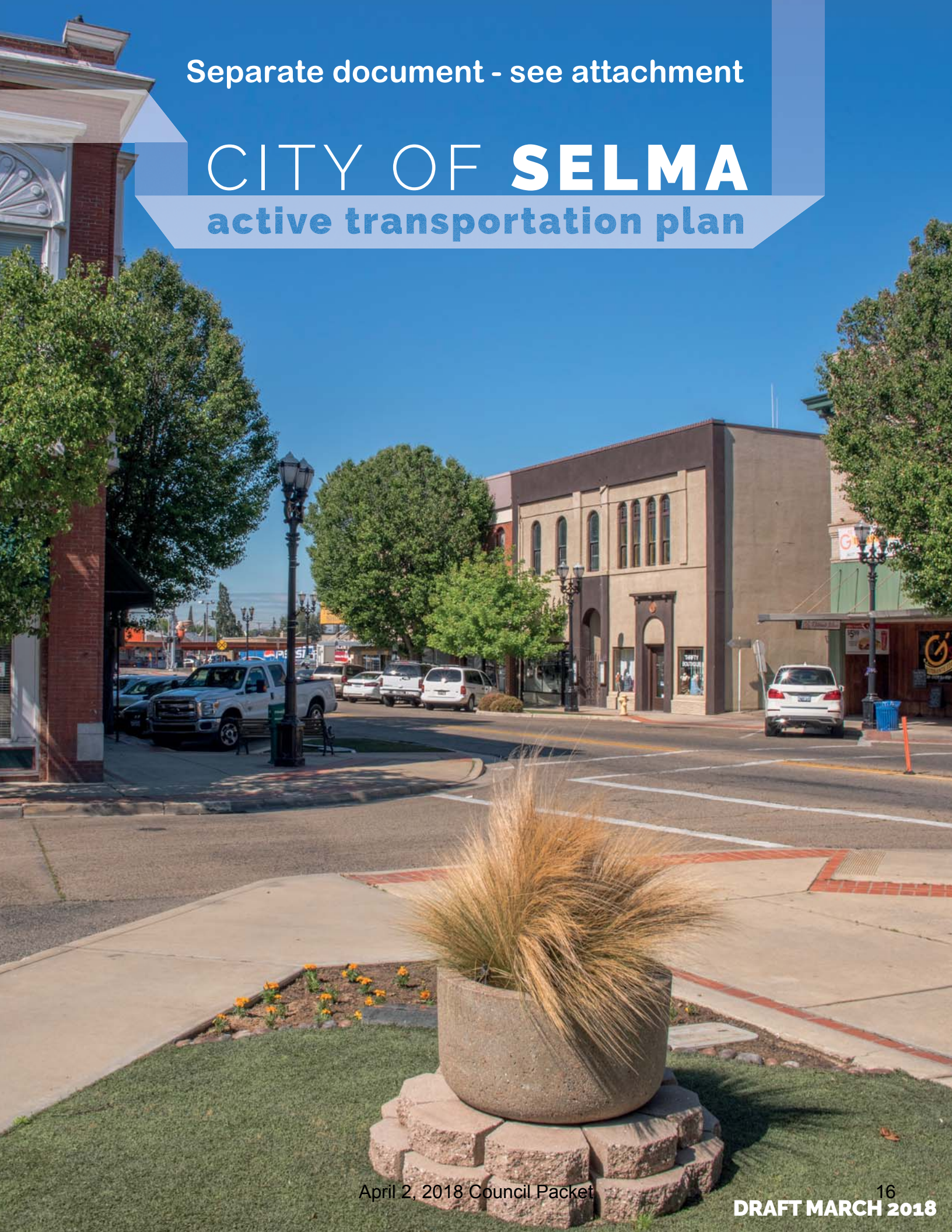
Jim Avalos
Mayor of the City of Selma

Reyna Rivera
City Clerk

Separate document - see attachment

CITY OF SELMA

active transportation plan



ITEM NO:

4.

SUBJECT: First Reading and Introduction of an Ordinance of the City of Selma
Adding Chapter 29 to Title VI of the Municipal Code to Regulate Smoking
and Tobacco Product Use.

DISCUSSION: A. The Proposed Ordinance

On March 19, 2018, the Council received a presentation from Selma High School Friday Night Live Club and the Youth Leadership Institute sponsored by the Fresno County Department of Public Health, promoting an ordinance that prohibits smoking in or near public parks. The Department of Public Health has further provided a proposed ordinance which has been altered to fit the City of Selma and which prohibits smoking in public parks, in addition to any other "recreational area" defined to mean an area owned or controlled or used by the City of Selma and open to the general public for recreational purposes including parks, playgrounds, sports fields, walking paths, bike trails and skateboard parks. The ordinance prohibits smoking in those areas in addition to other public places being used as a public event such as a parade, farmer's market or other festival open to the general public. (See proposed 6-29-1(d); proposed 6-29-2).

The ordinance does not prohibit smoking at any other location other than one owned or controlled or used by the City. The provision of proposed 6-29-4(d), although phrased to apply to any person, employer or non-profit entity, includes the City and requires the City erect appropriate signs notifying persons of the prohibitions against smoking in recreational areas or other areas used by the City and within 25 feet thereof. The ordinance does not impose any requirement on any person, employer or non-profit entity using an unenclosed area if it is not being used by the City or is owned or controlled by the City. The requirements for the placement of signs, therefore, apply only to the City.

Although the provision states that the presence or absence of a sign is not a defense to a charge of smoking or the use of a tobacco product in violation of the ordinance, to make the ordinance enforceable, there does need to be signage erected at appropriate locations as mandated by Section 6-29-4(d).

Otherwise, although one is presumed to know what the law is, in a criminal enforcement proceeding, (violation of the ordinance is an infraction) a person clearly has a defense to the type of citation that could be issued under this ordinance if there is no sign because he has not received what the law characterizes as the constitutionally required "fair notice" of the prohibitions of the ordinance. Consequently, code enforcement, Police or any other officer

of the City cannot consistent with law, take enforcement action, by issuance of a citation, or otherwise unless and until the signs are erected and in place.

The penalties and enforcement clause (at 6-29-5) is standard for most provisions of this type and makes the remedies and enforcement mechanisms provided cumulative”, meaning the City can enforce the ordinance by issuing a citation in accordance with the citation issuance procedures currently in the Municipal Code. The fine proposed to be imposed for the infraction is \$100. Higher fees or penalties could be obtained (up to \$1,000) by filing a civil action, which would be likely reserved for what are repeat offenders.

B. Recommended Revisions to Proposed Ordinances

Although the ordinance prohibits smoking in public places other than Parks and Recreation areas such as at a parade or farmers market open to the public, it would not be practical to install permanent signage as such areas are used for other activities besides public events, which typically last for a temporary period of time. Unless temporary signage or other notification is provided to those attending public events this prohibition would be difficult to enforce and a person cited at a public event who has not received fair notification by virtue of a sign or other means of notification (such as a flyer) could likely avoid any penalty for the violation by claiming a lack of fair notice.

For this reason, the Council may wish to consider eliminating the prohibition against smoking in unenclosed areas that are being used for a public event (which is at proposed 6-29-2(a)(2)) or impose a requirement, which it could shift to the person or entity conducting the public event for the installation of temporary signage at such events by altering the provisions of 6-29-4(d).

Further, the provision at subdivision (d) of 6-29-4 provides for the posting of signage at the “point of ingress” to the particular area and in the case of a City park, there is typically no specific point of ingress. The posting of a sign at the point of ingress, therefore, to most City parks would mean posting a sign in the most conspicuous point at each area in which a park may be entered which, for a park surrounded by City streets would mean posting no less than 4 signs along the frontage of each street where it meets the park.

Currently the City has signs at most of its parks stating the park is closed between 10:30 p.m. and 5:00 a.m., except the Dog Park and Salazar Park. If the ordinance is adopted the Council should consider directing placement of these signs at the Dog Park and Salazar Park.

<u>COST:</u> <i>(Enter cost of item to be purchased)</i>		<u>BUDGET IMPACT:</u> <i>(Enter amount this non-budgeted item will impact this years' budget – if budgeted, enter NONE).</i>
Approximately \$500 per sign.		Unknown. It will depend on the number of signs needed.
<u>FUNDING:</u> <i>(Enter the funding source for this item – if fund exists, enter the balance in the fund).</i>		<u>ON-GOING COST:</u> <i>(Enter the amount that will need to be budgeted each year – if one-time cost, enter NONE).</i>
Funding Source: General Fund unless donations for signage are received. Fund Balance:		None

RECOMMENDATION: Waive First Reading and Introduction of Ordinance Adding Chapter 29 to Title VI of the Selma Municipal Code to regulate smoking and tobacco product use.

/s/ Neal E. Costanzo

3/30/18

Neal E. Costanzo, City Attorney

Date

/s/ Henry Perea

3/30/18

Henry Perea, Interim City Manager

Date

**AN ORDINANCE OF THE CITY OF SELMA
ADDING CHAPTER 29 TO TITLE VI OF THE MUNICIPAL CODE TO REGULATE
SMOKING AND TOBACCO PRODUCT USE**

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

SECTION I. FINDINGS.

The City Council of the City of Selma hereby finds and declares as follows:

WHEREAS, tobacco use causes death and disease and continues to be an urgent public health challenge, as evidenced by the following:

- 480,000 people die prematurely in the United States from smoking-related diseases every year, making tobacco use the nation's leading cause of preventable death; and
- Tobacco use can cause disease in nearly all organ systems and is responsible for 87 percent of lung cancer deaths, 79 percent of all chronic obstructive pulmonary disease deaths, and 32 percent of coronary heart disease deaths; and

WHEREAS, secondhand smoke has been repeatedly identified as a health hazard, as evidenced by the following:

- The U.S. Surgeon General concluded that there is no risk-free level of exposure to secondhand smoke; and
- The California Air Resources Board placed secondhand smoke in the same category as the most toxic automotive and industrial air pollutants by categorizing it as a toxic air contaminant for which there is no safe level of exposure; and
- The California Environmental Protection Agency (EPA) included secondhand smoke on the Proposition 65 list of chemicals known to the state of California to cause cancer, birth defects, and other reproductive harm; and

WHEREAS, exposure to secondhand smoke anywhere has negative health impacts, and exposure to secondhand smoke occurs at significant levels outdoors, as evidenced by the following:

- Levels of secondhand smoke exposure outdoors can reach levels attained indoors depending on direction and amount of wind and number and proximity of smokers; and
- Smoking cigarettes near building entryways can increase air pollution levels by more than two times background levels, with maximum levels reaching the "hazardous" range

on the United States EPA's Air Quality Index; and

- To be completely free from exposure to secondhand smoke in outdoor places, a person may have to move nearly 23 feet away from the source of the smoke, about the width of a two-lane road; and

WHEREAS, exposure to secondhand smoke causes death and disease, as evidenced by the following:

- Since 1964, approximately 2.5 million nonsmokers have died from health problems caused by exposure to secondhand smoke; and
- Secondhand smoke is responsible for an estimated 41,300 heart disease-related and lung cancer-related deaths among adult nonsmokers each year in the United States; and
- Exposure to secondhand smoke increases the risk of coronary heart disease by about 25 percent to 30 percent and increases the risk of stroke by 20 percent to 30 percent; and

WHEREAS, tobacco use and exposure to secondhand smoke impose great social and economic costs, as evidenced by the following:

- Between 2009 and 2012, the total annual economic burden of smoking in the United States was between \$289 billion and \$332.5 billion; and
- From 2005 to 2009, the average annual health care expenditures attributable to smoking were approximately \$132.5 billion to \$175.9 billion in direct medical care costs for adults and \$151 billion in lost productivity; and
- The total annual cost of smoking in California was estimated at \$548 per resident or between \$2,262 and \$2,904 per smoker per year; and
- California's Tobacco Control Program saved the state and its residents \$134 billion in health care expenditures between the year of its inception, 1989, and 2008, with savings growing yearly; and

WHEREAS, laws restricting the use of tobacco products have recognizable benefits to public health and medical costs with a review of over 80 peer-reviewed research studies showing that smoke-free policies effectively do the following:

- Reduce tobacco use: tobacco use is reduced by median of 2.7 percent; and
- Reduce exposure to secondhand smoke: air pollution is reduced by a median of 88 percent and biomarkers for secondhand smoke are reduced by a median of 50 percent; and

- Increase the number of tobacco users who quit by a median of 3.8 percent; and
- Reduce initiation of tobacco use among young people; and
- Reduce tobacco-related illnesses and death: there is a 5.1 percent median decrease in hospitalizations from heart attacks and a 20.1 percent decrease in hospitalizations from asthma attacks after such laws are passed; and

WHEREAS, laws restricting electronic smoking devices use also have benefits to the public as evidenced by the following:

- Research has found at least ten chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm, such as formaldehyde, acetaldehyde, lead, nickel, and toluene; and
- More than one study has concluded that exposure to vapor from electronic smoking devices may cause passive or secondhand vaping; and
- The use of electronic smoking devices in smoke-free locations threatens to undermine compliance with smoking regulations and reverse the progress that has been made in establishing a social norm that smoking is not permitted in public places and places of employment; and
- The State of California's Tobacco Education and Research Oversight Committee (TEROC) "opposes the use of e-cigarettes in all areas where other tobacco products are banned;" and

WHEREAS, smokeless tobacco is not a safe alternative to smoking and causes its own share of death and disease, as evidenced by the following:

- Smokeless tobacco use is associated with oral, esophageal, and pancreatic cancers; and
- Smokeless tobacco is associated with increased risk for heart disease and stroke, stillbirth and preterm delivery, and Parkinson's disease; and

WHEREAS, cigarette butts are a major and persistent source of litter, as evidenced by the following:

- In 2007, it was estimated that Americans consume 360 billion cigarettes each year; and
- 55.7 percent of smokers admit to littering cigarettes in the last month; and
- In an observational study of nearly 10,000 individuals, after cigarettes were smoked, 45 percent of cigarettes ended up as litter; and

- In 2011, 22.6 percent of all debris collected from beaches and coastal areas are smoking related products; and
- Cigarette butts are often cast onto sidewalks and streets, and frequently end up in storm drains that flow into streams, rivers, bays, lagoons, and ultimately the ocean; and

WHEREAS, cigarette butts pose a health threat to young children, as evidenced by the following:

- In 2012, American poison control centers received nearly 8,648 reports of poisoning by the ingestion of cigarettes, cigarette butts, and other tobacco products and 84.5 percent of these poisonings were in children ages five and younger; and
- Children who ingest cigarette butts can experience vomiting, nausea, lethargy, and gagging; and

WHEREAS, state law prohibits smoking within 25 feet of playgrounds and tot lots and expressly authorizes local communities to enact additional restrictions; and

WHEREAS, there is broad public recognition of the dangers of secondhand smoke and support for smoke-free air laws, as evidenced by the following:

A 2008 survey of California voters found that 97 percent thought that secondhand smoke is harmful, 88 percent thought secondhand smoke was harmful even outdoors, 65 percent were bothered by secondhand smoke, and 73 percent support laws restricting smoking in outdoor public places; and

WHEREAS, as of April 2014, at least 131 local jurisdictions in California prohibit the use of electronic smoking devices in specific locations; and

WHEREAS, as of January 2015, there are at least 348 California cities and counties with local laws restricting smoking in recreational areas; and

WHEREAS, there is no Constitutional right to smoke;

NOW THEREFORE, it is the intent of the City Council, in enacting this ordinance, to provide for the public health, safety, and welfare by discouraging the inherently dangerous behavior of smoking and tobacco use around non-tobacco users, especially children; by protecting the public from exposure to secondhand smoke where they live, work, and play; by reducing the potential for children to wrongly associate smoking and tobacco use with a

healthy lifestyle; and by affirming and promoting a healthy environment in the City of Selma.

SECTION II. Chapter 29 is added to Section VI of the Selma Municipal Code to read as follows:

“6-29-1 DEFINITIONS. The following words and phrases, whenever used in this Chapter shall have the meanings defined in this section unless the context clearly requires otherwise:

- (a) “Electronic Smoking Device” means an electronic device that can be used to deliver an inhaled dose of nicotine, or other substances, including any component, part, or accessory of such a device, whether or not sold separately. “Electronic Smoking Device” includes any such device, whether manufactured, distributed, marketed, or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, or any other product name or descriptor.
- (b) “Public Place” means any place, publicly or privately owned, which is open to the general public regardless of any fee or age requirement.
- (c) “Reasonable Distance” means a distance of twenty-five (25) feet in any direction from an area in which Smoking is prohibited.
- (d) “Recreational Area” means any area that is owned, controlled or used by the City of Selma and open to the general public for recreational purposes, regardless of any fee or age requirement. The term “Recreational Area” includes but is not limited to parks, picnic areas, playgrounds, sports fields, golf courses, walking paths, gardens, hiking trails, bike paths, riding trails, swimming pools, roller- and ice-skating rinks, skateboard parks, amusement parks, and beaches.
- (e) “Smoke” means the gases, particles, or vapors released into the air as a result of combustion, electrical ignition, or vaporization, when the apparent or usual purpose of the combustion, electrical ignition, or vaporization is human inhalation of the byproducts, except when the combusting or vaporizing material contains no tobacco or nicotine and the purpose of inhalation is solely olfactory, such as, for example, smoke from incense. The term “Smoke” includes, but is not limited to, tobacco smoke, Electronic Smoking Device vapors, cannabis smoke, and crack cocaine smoke.
- (f) “Smoking” means inhaling, exhaling, burning, or carrying any lighted, heated, or ignited cigar, cigarette, cigarillo, pipe, hookah, Electronic Smoking Device, cannabis or any plant product intended for human inhalation.
- (g) “Tobacco Product” means:

- (1) Any product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether Smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff; and
- (2) Any Electronic Smoking Device.
- (3) Notwithstanding any provision of subsections (1) and (2) to the contrary, “Tobacco Product” includes any component, part, or accessory intended or reasonably expected to be used with a Tobacco Product, whether or not sold separately. “Tobacco Product” does not include any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where such product is marketed and sold solely for such an approved purpose.

(h) “Unenclosed Area” means any area that is not an Enclosed Area.

6-29-2 PROHIBITION OF SMOKING AND TOBACCO PRODUCT USE IN UNENCLOSED AREAS

- (a) Smoking and the use of Tobacco Products is prohibited in the Unenclosed Areas of the following places within the City of Selma:
 - (1) Recreational Areas;
 - (2) Other Public Places, when being used for a public event, including but not limited to a farmers’ market, parade, craft fair, festival, or any other event open to the general public, provided that Smoking is permitted on streets and sidewalks used only as pedestrian or vehicular thoroughfares, unless otherwise prohibited by this Chapter.
- (b) Nothing in this Chapter prohibits any Person, Employer, or Nonprofit Entity with legal control over any property from prohibiting Smoking and Tobacco Product use on any part of such property, even if Smoking or the use of Tobacco Products is not otherwise prohibited in that area.

6-29-3. REASONABLE SMOKING DISTANCE REQUIRED

- (a) Smoking in all Unenclosed Areas shall be prohibited within a Reasonable Distance from any doorway, window, opening, crack, or vent into an Enclosed Area in which

Smoking is prohibited, except while the Person Smoking is actively passing on the way to another destination.

- (b) Smoking in Unenclosed Areas shall be prohibited within a Reasonable Distance from any Unenclosed Areas in which Smoking is prohibited under this Chapter, except while the Person Smoking is actively passing on the way to another destination and provided Smoke does not enter any Unenclosed Area in which Smoking is prohibited.

6-29-4. OTHER REQUIREMENTS AND PROHIBITIONS

- (a) No Person, Employer, or Nonprofit Entity shall knowingly permit Smoking or the use of Tobacco Products in an area which is under the legal or de facto control of that Person, Employer, or Nonprofit Entity and in which Smoking or the use of Tobacco Products is prohibited by law.
- (b) No Person, Employer, or Nonprofit Entity shall knowingly or intentionally permit the presence or placement of ash receptacles, such as, for example, ash trays or ash cans, within an area under the legal or de facto control of that Person, Employer, or Nonprofit Entity and in which Smoking or the use of Tobacco Products is prohibited by law, including, without limitation, within a Reasonable Distance required by this Chapter from any area in which Smoking or the use of Tobacco Products is prohibited. Notwithstanding the foregoing, the presence of ash receptacles in violation of this subsection shall not be a defense to a charge of Smoking or the use of Tobacco Products in violation of any provision of this Chapter.
- (c) No Person shall dispose of used Smoking or Tobacco Product waste within the boundaries of an area in which Smoking or Tobacco Product use is prohibited, including within any Reasonable Distance required by this Chapter.
- (d) A Person, Employer, or Nonprofit Entity that has legal or de facto control of an area in which Smoking and the use of Tobacco Products is prohibited by this Chapter shall post a clear, conspicuous and unambiguous “No Smoking” and “No Use of Tobacco Products” or “Smokefree” and “Tobacco-Free” sign at each point of ingress to the area, and in at least one other conspicuous point within the area, unless the prohibition is established by law other than this Chapter and that law does not require the placement of signs. The signs shall have letters of no less than one inch in height and shall include the international “No Smoking” symbol (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it). Signs posted on the exterior of buildings to comply with this section shall include the Reasonable Distance requirement. At least one sign with the City of Selma phone number to which

complaints can be directed must be placed conspicuously in each place in which Smoking is prohibited. For purposes of this section, the City Manager or his/her designee shall be responsible for the posting of signs in regulated facilities owned or leased in whole or in part by the City. Notwithstanding this provision, the presence or absence of signs shall not be a defense to a charge of Smoking or the use of Tobacco Products in violation of any other provision of this Chapter.

- (e) No Person, Employer, or Nonprofit Entity shall intimidate, threaten any reprisal, or effect any reprisal, for the purpose of retaliating against another Person who seeks to attain compliance with this Chapter.
- (f) Each instance of Smoking or Tobacco Product use in violation of this Chapter shall constitute a separate violation. For violations other than for Smoking, each day of a continuing violation of this Chapter shall constitute a separate violation.

6-29-5. PENALTIES AND ENFORCEMENT.

- (a) The remedies provided by this Chapter are cumulative and in addition to any other remedies available at law or in equity.
- (b) Each incident of Smoking or use of Tobacco Products in violation of this Chapter is an infraction subject to a one hundred dollar (\$100) fine. Other violations of this Chapter may, at the discretion of the City Attorney, be prosecuted as infractions or misdemeanors when the interests of justice so require. Enforcement of this Chapter shall be the responsibility of the City Manager or his / her designee. In addition, any peace officer or code enforcement official also may enforce this Chapter.
- (c) Each incident of Smoking or use of Tobacco Products in violation of this Chapter, and the fine imposed by this Chapter may be enforced by issuance of an Administrative Citation under Chapter 20 of Title I of this Code.
- (d) Violations of this Chapter are subject to a civil action brought by the City of Selma, punishable by a civil fine not less than two hundred fifty dollars (\$250) and not exceeding one thousand dollars (\$1,000) per violation.
- (e) Causing, permitting, aiding, abetting, or concealing a violation of any provision of this Chapter shall also constitute a violation of this Chapter.
- (f) Any violation of this Chapter is hereby declared to be a nuisance.

(g) In addition to other remedies provided by this Chapter or by other law, any violation of this Chapter may be remedied by a civil action brought by the City Attorney, including, but not limited to, administrative or judicial nuisance abatement proceedings, civil or criminal code enforcement proceedings, and suits for injunctive relief.

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

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

* * * * *

I, Reyna Rivera, City Clerk of the City of Selma, do hereby certify that the foregoing Ordinance was introduced at the _____, 2018 regular City Council meeting and passed at a regular meeting of the City Council of the City of Selma on the _____ day of _____ 2018, by the following vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Mayor of the City of Selma

ATTEST:

Reyna Rivera, City Clerk

ITEM NO: **5.**

SUBJECT: Consideration and Necessary Action on Resolution Authorizing Execution of First Amendment to Joint Exercise Powers Agreement, Selma Public Financing Authority.

DISCUSSION: The "Joint Exercise Powers Agreement, Selma Public Financing Authority" dated February 18, 1992, is the agreement which created the Selma Public Financing Authority (PFA). The Agreement is between the City and the now dissolved Selma Redevelopment Agency. By operation of law, the Successor Agency to the Dissolved Redevelopment Agency assumed the rights and obligations previously vested in the RDA. The Successor's membership in a Joint Powers Agreement (JPA) with the City that formed the RDA is specifically still authorized by the law that dissolved RDA's in California, Health & Safety Code §34178(b)(3). However, the Successor's authority and power with respect to the issuance of bonds is limited and circumscribed by the law which dissolved RDA's. Specifically the Successor cannot issue something that creates a new debt that it would be solely responsible for, and there is, consequently, some reason to question whether our PFA comprised of the current members, the City and the Successor Agency, actually has the authority to issue new bonds to fund construction of a new Fire Station.

The financing for the new fire station is to be set up as a lease/sublease transaction in which the City leases to the PFA, which is formed by the Joint Powers Agreement and based on its ownership of the site, the PFA will issue bonds in an amount necessary to cover the cost of construction. The transaction is structured in this fashion so that interest payable on those bonds is not taxable to the bond holder, which makes the bonds marketable and reduces the interest rate.

The presence of the Successor as the only other party to the Agreement would arguably be cause for the Controller, the Department of Finance, or other departments of the State to object to, disrupt, or perhaps invalidate the bond issuance which is necessary to finance construction of the Fire Station. Therefore, to avoid any potential issues with respect to the validity of bonds which will be issued by the PFA staff is proposing to add to the PFA by First Amendment to the Joint Exercise of Powers Agreement another City-controlled public agency which has full power to issue bonds and take similar action, the Selma Housing Authority. The Successor has to remain a party to the Agreement because the parties to the Agreement, the Successor and the City, are not allowed under the terms of bonds that have been issued previously by the Public Financing Authority to do anything that would adversely affect the rights of holders of outstanding bonds. Eliminating a party from the

Agreement, as opposed to adding a party creates potential issues with respect to bond holders that could potentially object and claim that the elimination of the Successor adversely impacts their bonds.

To eliminate any possibility of something that could disrupt construction of the new Fire Station or the taxability of the bonds (IRS is able to declare the bonds taxable for a variety of reasons including the lack of authority of a member of a JPA that issues bonds), staff is proposing this First Amendment to the JPA Agreement to form the Selma PFA which simply and only adds the Housing Authority as a party.

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

RECOMMENDATION: Adopt Resolution Authorizing Execution of First Amendment to Joint Exercise Powers Agreement, Selma Public Financing Authority dated February 18, 1992.

<u>/s/ Neal E. Costanzo</u>	<u>3/28/2018</u>
Neal E. Costanzo, City Attorney	Date
<u>/s/ Henry Perea</u>	<u>3/28/2018</u>
Henry Perea, Interim City Manager	Date

RESOLUTION 2018 – ____R

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA AUTHORIZING
EXECUTION OF FIRST AMENDMENT TO JOINT EXERCISE POWERS
AGREEMENT, SELMA PUBLIC FINANCING AUTHORITY**

WHEREAS, the members of the Joint Exercise Powers Agreement, Selma Public Financing Authority dated February 18, 1992 (the “JPA”) and which formed the Selma Public Financing Authority (PFA) are the City of Selma and the Successor Agency to the Redevelopment Agency of the City of Selma. The Successor is only a party because it assumed the obligations and duties and powers of the now dissolved Selma RDA. (See Health & Safety Code §34173(d); and

WHEREAS, the rights, duties and performance obligations of the Successor Agency under the JPA are limited by constraints imposed on the Successor Agency by the Dissolution Law, Part 1.85 of Division 24 of the Health & Safety Code; and

WHEREAS, to ensure there are at least two members of the JPA that form the PFA that are fully authorized and not limited by constraints imposed on the Successor Agency by the Dissolution Law, the parties to the JPA desire to amend it to add the Selma Housing authority as a party or member.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The foregoing recitals are true and correct.
2. The City Council has reviewed the First Amendment to Joint Exercise Powers Agreement, Selma Public Financing Authority, and approves First Amendment and authorizes its Interim City Manager to execute the Amendment on behalf of the City of Selma.

The foregoing Resolution was duly approved by the Selma City Council at a regular meeting held on the ____th day of _____ 2018, by the following vote, to wit:

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

ATTEST:

Jim Avalos
Mayor of the City of Selma

Reyna Rivera
City Clerk

{00016570.DOCX;1}

**FIRST AMENDMENT TO JOINT EXERCISE POWERS
AGREEMENT, SELMA PUBLIC FINANCING AUTHORITY**

This First Amendment to Joint Exercise Powers Agreement Selma Public Financing Authority dated February 18, 1992, (The "First Amendment") is between and among the City of Selma ("City"), the Successor to the Redevelopment Agency of the City of Selma (the "Agency") and the Housing Authority of the City of Selma ("Authority"), each of which are duly organized and existing under the laws of the State of California.

RECITALS

WHEREAS, the Agency was dissolved by operation of law (Part 1.85 of Division 24 of the Health & Safety Code, hereinafter referred to as the "Dissolution Law"), and the City of Selma pursuant to the provisions of Health & Safety Code §34173(d)(1) elected to serve as the successor agency in accordance with the Dissolution Law and, in accordance with subdivision (b) of Health & Safety Code §34173, all authority, rights, powers, duties and obligations previously vested in the former Redevelopment Agency of the City of Selma under the Community Redevelopment Law, including the obligation of the Joint Exercise Powers Agreement to which the Redevelopment Agency was a member under subdivision (b)(3) of §34178 of the Health & Safety Code, are fully vested in the Agency; and

WHEREAS, the rights, duties, and performance obligations under the Joint Exercise of Powers Agreement of the Agency are limited by the constraints imposed on Successor Agencies by the Dissolution Law; and

WHEREAS, pursuant to Section 8.05 of the Joint Exercise Powers Agreement Selma Public Financing Authority dated February 18, 1992, the Joint Exercise Powers Agreement may be amended at any time, except as limited by contract with owners of bonds issued by the Public Financing Authority or certificates of participation, in order to carry out the provisions of said Agreement, or for any other purpose, including without limitation the addition of new parties in pursuance of the purposes of said Agreement and the parties hereto, desire to amend said Agreement for the purpose of adding a new party, the Housing Authority of the City of Selma.

AMENDMENT TO AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged in order to further the purposes of the Joint Exercise Powers Agreement and observe limitations placed upon the rights, powers, duties and obligations of the

Successor Agency pursuant to the Dissolution Law it is agreed between and among the City, Agency and Authority as follows:

Section 1. Amendment and Supplement to Original Joint Exercise Powers Agreement Selma Public Financing Authority. The parties affirm that it has been determined that this First Amendment does not adversely affect any outstanding bond or contract with any holder of any outstanding bond or certificate of participation. The original Joint Exercise Powers Agreement, Selma Public Financing Authority (The "Original Agreement"), is hereby amended pursuant to Section 801 thereof and, unless otherwise required by the context or as amended pursuant to this First Amendment all terms used herein which are defined in the original agreement shall have the meanings assigned to them therein.

Section 2. Amendment of Section 1.01, Definitions, of Original Agreement. The definition of the word "members" contained in Section 1.01 of the original Agreement is hereby deleted in its entirety and replaced with the following:

"Members" shall mean and refer to the City of Selma ("City"), the Successor Agency to the Redevelopment Agency of the City of Selma ("Agency") and the Housing Authority of the City of Selma ("Authority").

Section 3. Effective Date. This First Amendment shall become effective upon execution by the Members.

Section 4. Original Agreement to Remain in Effect. Save and except as amended by this First Amendment the Original Agreement shall remain in full force and effect.

Section 5. Governing Law. This First Amendment is governed by the laws of the State of California.

Section 6. Counterparts. This First Amendment shall be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute one and the same instrument.

WHEREFORE, the parties to this Agreement have caused this First Amendment to Joint Exercise Powers Agreement Selma Public Financing Authority to be signed in their names by their respective executive officers or City Manager, all as in of the date first above written.

Date: _____, 2018

SUCCESSOR AGENCY TO THE
SELMA REDEVELOPMENT
AGENCY FOR THE CITY OF
SELMA

By _____
Henry Perea
Interim Executive Officer

Date: _____, 2018

SELMA HOUSING AUTHORITY

By _____
Henry Perea
Interim Executive Officer

Date: _____, 2018

CITY OF SELMA

By _____
Henry Perea
Interim City Manager

ATTEST

By: _____
Reyna Rivera, City Clerk
and Secretary to Agency
and Authority

JOINT EXERCISE POWERS AGREEMENT
SELMA PUBLIC FINANCING AUTHORITY

THIS AGREEMENT, dated February 18, 1992, is by and between the City of Selma (the "City") and the Redevelopment Agency of the City of Selma (the "Agency"). Each duly organized and existing under the laws of the State of California;

W I T N E S S E T H:

WHEREAS, the City and the Agency are each authorized to own, lease, purchase, receive and hold property necessary or convenient for their governmental operations; and

WHEREAS, the financing of the acquisition or construction of projects by the City and the Agency acting separately may result in duplication of effort, inefficiencies in administration, and excessive cost, all of which, in the judgment of the City and the Agency, could be eliminated if the financing of the acquisition or construction of projects was capable of being performed through a single public agency, and such is the purpose of this Agreement; and

WHEREAS, the Marks-Roos Local Bond Pooling Act of 1985 authorizes agencies formed under the Joint Exercise of Powers Law (hereinafter defined as the "Act") to assist in the financing of public capital improvements to be owned by any of its members or any other city, county, city and county, authority, district or public corporation of the State of California;

NOW, THEREFORE, in consideration of the above promises and of the mutual promises herein contained, the City and the Agency do hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. Unless the context otherwise requires, the words and terms defined in this Article I shall, for the purpose hereof, have the meanings herein specified.

"Act" means Articles 1 through 4 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the California Government Code.

"Agreement" means this Agreement.

"Authority" means the Selma Public Financing Authority established pursuant to this Agreement.

"Board" or "Board of Directors" means the Board of Directors referred to in Section 2.03, which shall be the governing body of the Authority.

"Bond Law" means the Marks-Roos Local Bond Pooling Act of 1985, being Article 4 of the Act (commencing with Section 6584), as now in effect or hereafter amended, Article 2 of the Act as now in effect or hereafter amended, or any other law available for use by the Authority in the authorization and issuance of bonds to provide for the financing of Obligations and/or Public Capital Improvements.

"Bond Purchase Agreement" means an agreement between the Authority and the City or the Agency, pursuant to which the Authority agrees to purchase Obligations from the City or the Agency, as the case may be.

"Bonds" means bonds of the Authority issued pursuant to the Bond Law.

"Directors" means the representatives of the City appointed to the Board pursuant to Section 2.03.

"Fiscal Year" means the period from July 1st to and including the following June 30th.

"Local Agency" means a Member, or an agency or subdivision of that Member, sponsoring a project of Public Capital Improvements, or any city, county, city and county, authority, district or public corporation of the State of California.

"Members" means the City and the Agency.

"Obligations" has the meaning given to the term "Bonds" in Section 6585(c) of the Bond Law.

"Public Capital Improvement" has the meaning given to such term in Section 6585(g) of the Act, as in effect on the date hereof, and as hereafter amended.

"Secretary" means the Secretary of the Authority appointed pursuant to Section 3.01.

"Treasurer" means the Treasurer of the Authority appointed pursuant to Section 3.02.

ARTICLE II

GENERAL PROVISIONS

Section 2.01. Purpose. This Agreement is made pursuant to the Act providing for the joint exercise of powers common to the City and the Agency, and for other purposes as permitted under the Act, the Bond Law and as agreed by one or more of the parties hereto. The purpose of this Agreement is to provide for the financing of the Public Capital Improvements for, and working capital, liability and other insurance requirements of, a Local Agency through the acquisition by the Authority of such Public Capital Improvements and the leasing thereof to a Local Agency pursuant to Bond Purchase Agreements and/or the lending of funds by the Authority to a Local Agency.

Section 2.02. Creation of Authority. Pursuant to the Act, there is hereby created a public entity to be known as the "Selma Public Financing Authority." The Authority shall be a public entity separate and apart from the Members, and shall administer the Agreement.

Section 2.03. Board of Directors. The Authority shall be administered by a Board of five (5) Directors, unless and until changed by amendment of the Agreement. The members of the City Council of the City, as such members may change from time to time, shall constitute the Directors of the Authority. The Board shall be called the "Board of Directors of the Selma Public Financing Authority." All voting power of the authority shall reside in the Board.

Section 2.04. Meetings of the Board.

(a) Call, Notice and Conduct of Meetings. All meetings of the Board, including without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (Section 54950 et seq. of the California Government Code).

(b) Regular Meetings. The Board shall provide for its regular meetings; provided, however, that at least one regular meeting shall be held each year. The date, hour and place of the holding of regular meetings shall be fixed by resolution of the Board and a copy of such resolution shall be filed with each of the Members.

(c) Special Meetings. Special meetings of the Board may be called in accordance with the provisions of Section 54956 of the California Government Code.

Section 2.05. Minutes. The Secretary shall cause to be kept minutes of the meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each director and to the members.

Section 2.06. Voting. Each Director shall have one vote.

Section 2.07. Quorum; Required Votes; Approvals. Directors holding a majority of the votes shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. The affirmative votes of at least a majority of the Directors present at any meeting at which a quorum is present shall be required to take any action by the Board.

Section 2.08. Bylaws. The Board may adopt, from time to time, such bylaws, rules and regulations for the conduct of its meetings as are necessary for the purposes hereof.

ARTICLE III

OFFICERS AND EMPLOYEES

Section 3.01. Chairman, Vice-Chairman and Secretary. The Board shall elect a Chairman and Vice-Chairman from among the Directors, and shall appoint a Secretary who may, but need not, be a Director. The officers shall perform the duties normal to said offices. The Chairman shall sign all contracts on behalf of the Authority, and shall perform such other duties as may be imposed by the Board. The Vice-Chairman shall act, sign contracts, and perform all of the Chairman's duties in the absence of the Chairman. The Secretary shall countersign all contracts signed by the Chairman or Vice-Chairman on behalf of the Authority, perform such other duties as may be imposed by the Board and cause a copy of this Agreement to be filed with the Secretary of State of the State of California pursuant to the Act.

Section 3.02. Treasurer. Pursuant to Section 6505.6 of the Act, the Treasurer of the City is hereby designated as the Treasurer of the Authority. The Treasurer shall be the depository, shall have the duties and obligation set forth in Section 6505 and 6505.5 of the Act and shall assure that there shall be strict accountability of all funds and reporting of all receipts and disbursements of the Authority.

Section 3.03. Officers in Charge of Records, Funds, and Accounts. Pursuant to Section 6505.1 of the Act, the Treasurer shall have charge of, handle and have access to all accounts, funds, and money of the Authority and all records of the Authority relating thereto; and the Secretary shall have charge of, handle and have access to all other records of the Authority.

Section 3.04. Bonding Persons Having Access to Public Capital Improvements. From time to time, the Board may designate persons, in addition to the Secretary and the Treasurer, having charge of, handling or having access to any records, funds or accounts of any Public Capital Improvement of the Authority, and the respective amount of the official bonds of the Secretary and the Treasurer and such other persons pursuant to Section 6505.1 of the Act.

Section 3.05. Legal Advisor. The Board shall have the power to appoint the legal advisor of the Authority who shall perform such duties as may be prescribed by the Board. Such legal advisor may be the City Attorney of the City.

Section 3.06. Other Employees. The Board shall have the power to appoint and employ such other employees, consultants and, independent contractors as may be necessary for the purposes of this Agreement.

All of the privileges and immunities from liability, exemption from laws, ordinances, and rules, all pension, relief, disability, workers' compensation, and other benefits which apply to the activities of officers, agents, or employees of a public agency when performing their respective functions shall apply to them to the same degree and extent while engaged in the performance of the functions and other duties under this Agreement.

None of the officers, agents, or employees directly employed by the Board shall be deemed, by reason of their employment by the Board to be employed by the City or the Agency or, by reason of their employment by the Board, to be subject to any of the requirements of the Members.

Section 3.07. Assistant Officers. The Board may appoint such assistant to act in the place of the Secretary or other officers of the Authority (other than any Director), and may by resolution provide for the appointment of additional officers of the Authority who may or may not be Directors, as the Board shall from time to time deem appropriate.

ARTICLE IV

POWERS

Section 4.01. General Powers. The Authority shall exercise, in the manner herein provided, the powers common to each of the members, or as otherwise permitted under the Act, and necessary to the accomplishment of the purposes of this Agreement, subject to the restrictions set forth in Section 4.04.

As provided in the Act. the Authority shall be a public entity separate from the Members. The Authority shall have the power to acquire and to finance the acquisition of Public Capital Improvements necessary or convenient for the operation of a Local Agency, and to acquire Obligations of a Local Agency.

Section 4.02. Power to Issue Revenue Bonds. The Authority shall have all of the powers provided in the Act, including, but not limit to, Article 4 of the Act (commencing with Section 6584, and including the power to issue Bonds thereunder.

Section 4.03. Specific Powers. The Authority is hereby authorized, in its own name, to do all acts necessary for the exercise of the foregoing powers, including, but not limited to, any or all of the following:

- (a) to make and enter into contracts;
- (b) to employ agents or employees;
- (c) to acquire, construct, manage, maintain or operate any Public Capital Improvement, including the common powers of the Members, to acquire any Public Capital Improvement by the power of eminent domain;
- (d) to sue and be sued in its own name;
- (e) to issue Bonds and otherwise to incur debts, liabilities, or obligations, provided that no such bond, debt, liability, or obligation shall constitute a debt, liability, or obligation of the Members;
- (f) to apply for, accept, receive, and disburse grants, loans, and other aids from any agency of the United States of America or of the State of California;
- (g) to invest any money in the treasury pursuant to Section 6505.5 of the Act that is not required for the immediate necessities of the Authority, as the Authority determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the California Government Code;
- (h) to apply for letters of credit or other form of financial guarantees in order to secure the repayment of Bonds and enter into agreements in connection therewith;
- (i) to carry out and enforce all the provisions of this Agreement;
- (j) to make and enter into Bond Purchase Agreements;

(k) to purchase Obligations of any Local Agency; and

(i) to exercise any and all other powers as may be provided in the Act or in the Bond Law.

Section 4.04. Restrictions on Exercise of Powers. The powers of the Authority shall be exercised in the manner provided in the Act and in the Bond Law, and, except for those powers set forth in the Bond Law, shall be subject (in accordance with Section 6509 of the Act) to the restrictions upon the manner of exercising such powers that are imposed upon the City in the exercise of similar powers.

Section 4.05. Obligations of Authority. The debts, liabilities, and obligations of the Authority shall not be the debts, liabilities, and obligations of the Members.

ARTICLE V

METHODS OF PROCEDURE; CREDIT TO MEMBERS

Section 5.01. Assumption of Responsibilities By the Authority. As soon as practicable after the date of execution of this Agreement, the Directors shall give notice (in the manner required by Section 2.04) of the organizational meeting of the Board. At said meeting, the Board shall provide for its regular meetings as required by Section 2.04 and elect a Chairman and Vice-Chairman, and appoint the Secretary.

Section 5.02. Delegation of Powers. The Members hereby delegate to the Authority the power and duty to acquire, by lease, lease-purchase, installment sale agreements, or otherwise, or make loans to finance, such Public Capital Improvements as may be necessary or convenient for the operation of the Local Agency.

Section 5.03. Credit to Members. All accounts or funds created and established pursuant to any instrument or agreement to which the Authority is a party, and any interest earned or accrued thereon, shall inure to the benefit of the Members in the respective proportions for which such funds or accounts were created.

ARTICLE VI

CONTRIBUTION; ACCOUNTS AND REPORTS; FUNDS

Section 6.01. Contributions. The Members may, in the appropriate circumstance, when required hereunder: (a) make contributions from their treasuries for the purposes set forth herein, (b) make payments of public funds to defray the cost of

such purposes, (c) make advances of public funds for such purposes, such advances to be repaid as provided herein, or (d) use it personnel, equipment or property in lieu of other contributions or advances. The provisions of Section 6513 of the Act are hereby incorporated into this Agreement.

Section 6.02. Accounts and Reports. To the extent not covered by the duties assigned to a trustee chosen by the Authority, the Treasurer shall establish and maintain such funds and accounts as may be required by good accounting practice or by any provision of any trust indenture or trust agreement entered into with respect to the proceeds of any Bonds issued by the Authority. The books and records of the Authority in the hands of a trustee or the Treasurer shall be open to inspection at all reasonable times by representatives of the Members. The Treasurer within 120 days after the close of each Fiscal Year, shall give a complete written report of all financial activities for such fiscal year to the Members to the extent such activities are not covered by the report of such trustee. The trustee appointed under any trust indenture or trust agreement shall establish suitable funds, furnish financial reports and provide suitable accounting procedures to carry out the provisions of said trust indenture or trust agreement. Said trustee may be given such duties in said trust indenture or trust agreement as may be desirable to carry out this Agreement.

Section 6.03. Funds. Subject to the applicable provisions of any instrument or agreement which the Authority may enter into, which may provide for a trustee to receive, have custody of and disburse Authority funds, the Treasurer of the Authority shall receive, have the custody of, and disburse Authority funds as nearly as practicable in accordance with generally accepted accounting practices, shall make the disbursements required by this Agreement or to carry out any of the provisions or purposes of this Agreement.

Section 6.04. Annual Budget and Administrative Expenses. The Board shall adopt a budget for administrative expenses, which shall include all expenses not included in any financing issue of the Authority, annually prior to July 1st of each year. The estimated annual administrative expenses of the Authority shall be allocated by the Authority to the members equally.

ARTICLE VII

TERM

Section 7.01. Term. This Agreement shall become effective, and the Authority shall come into existence, as of the date hereof and this Agreement and the Authority shall continue in full force and effect so long as either (a) any Bonds remain

outstanding or (b) the Authority shall own or hold any interest in a Public Capital Improvement.

Section 7.02. Disposition of Assets. Upon termination of this Agreement, all property of the Authority, both real and personal, shall be divided among the Members in such manner as shall be agreed upon by the members.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.01. Notices. Notices hereunder shall be in writing and shall be sufficient if delivered to the notice address of each party hereto for legal notices or as otherwise provided by a party hereto in writing to each of the other parties hereto.

Section 8.02. Section Headings. All section headings in this Agreement are for convenience of reference only and are not to be construed as modifying or governing the language in the section referred to or to define or limit the scope of any provision of this Agreement.

Section 8.03. Consent. Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

Section 8.04. Law Governing. This Agreement is made in the State of California under the constitution and laws of the State of California, and is to be so construed.

Section 8.05. Amendments. This Agreement may be amended at any time, or from time to time, except as limited by contract with the owners of Bonds issued by Authority or certificates of participation in payments to be made by the Authority or a Local Agency or by applicable regulations or laws of any jurisdiction having authority, by one or more supplemental agreements executed by all of the parties to this Agreement either as required in order to carry out any of the provisions of this Agreement or for any other purpose, including without limitation addition of new parties (including any legal entities or taxing areas heretofore or hereafter created) in pursuance of the purposes of this Agreement.

Section 8.06. Enforcement by Authority. The Authority is hereby authorized to take any or all legal or equitable actions, including but not limited to injunction and specific performance, necessary or permitted by law to enforce this Agreement.

Section 8.07. Severability. Should any part, term, or provision of this Agreement be decided by any court of competent

jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

Section 8.08. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Members, respectively. Neither Member may assign any right or obligation hereunder without the written consent of the other.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized and their official seals to be hereto affixed, on the day and year set opposite the name of each of the parties.

CITY OF SELMA

By: James E. Brackett
Mayor

ATTEST:

By: Melanie A. Carter/Deputy
City Clerk

(SEAL)

REDEVELOPMENT AGENCY OF THE
CITY OF SELMA

By: James E. Brackett
Chairman

ATTEST:
SELMA REDEVELOPMENT AGENCY

FORMED
OCTOBER 17 1983

Julie A. Davis
Secretary

(SEAL)

704179RH.A01

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**EXECUTIVE OFFICERS /STAFF REPORT
BOARD OF DIRECTORS MEETING:**

April 2, 2018

ITEM NO:

SUBJECT: **6.** Consideration and Necessary Action on Resolution Authorizing Execution of First Amendment to Joint Exercise Powers Agreement, Selma Public Financing Authority.

DISCUSSION: The “Joint Exercise Powers Agreement, Selma Public Financing Authority” dated February 18, 1992, is the agreement which created the Selma Public Financing Authority (PFA). The Agreement is between the City and the now dissolved Selma Redevelopment Agency. By operation of law, the Successor Agency to the Dissolved Redevelopment Agency assumed the rights and obligations previously vested in the RDA. The Successor’s membership in a Joint Powers Agreement (JPA) with the City that formed the RDA is specifically still authorized by the law that dissolved RDA’s in California, Health & Safety Code §34178(b)(3). However, the Successor’s authority and power with respect to the issuance of bonds is limited and circumscribed by the law which dissolved RDA’s. Specifically the Successor cannot issue something that creates a new debt that it would be solely responsible for, and there is, consequently, some reason to question whether our PFA comprised of the current members, the City and the Successor Agency, actually has the authority to issue new bonds to fund construction of a new Fire Station.

The financing for the new fire station is to be set up as a lease/sublease transaction in which the City leases to the PFA, which is formed by the Joint Powers Agreement and based on its ownership of the site, the PFA will issue bonds in an amount necessary to cover the cost of construction. The transaction is structured in this fashion so that interest payable on those bonds is not taxable to the bond holder, which makes the bonds marketable and reduces the interest rate.

The presence of the Successor as the only other party to the Agreement would arguably be cause for the Controller, the Department of Finance, or other departments of the State to object to, disrupt, or perhaps invalidate the bond issuance which is necessary to finance construction of the Fire Station. Therefore, to avoid any potential issues with respect to the validity of bonds which will be issued by the PFA staff is proposing to add to the PFA by First Amendment to the Joint Exercise of Powers Agreement another City-controlled public agency which has full power to issue bonds and take similar action, the Selma Housing Authority. The Successor has to remain a party to the Agreement because the parties to the Agreement, the Successor and the City, are not allowed under the terms of bonds that have been issued previously by the Public Financing Authority to do anything that would adversely affect the rights of holders of outstanding bonds. Eliminating a party from the Agreement, as opposed to adding a party creates potential issues with respect to bond

holders that could potentially object and claim that the elimination of the Successor adversely impacts their bonds.

To eliminate any possibility of something that could disrupt construction of the new Fire Station or the taxability of the bonds (IRS is able to declare the bonds taxable for a variety of reasons including the lack of authority of a member of a JPA that issues bonds), staff is proposing this First Amendment to the JPA Agreement to form the Selma PFA which simply and only adds the Housing Authority as a party.

RECOMMENDATION:

Adopt Resolution Authorizing Execution of First Amendment to Joint Exercise Powers Agreement, Selma Public Financing Authority dated February 18, 1992.

/s/ Neal E. Costanzo

3/29/2018

Neal E. Costanzo, City Attorney

Date

/s/ Henry Perea

3/29/2018

Henry Perea, Interim Executive Officer

Date

RESOLUTION 2018 - ____SRDAOB

**A RESOLUTION OF THE BOARD OF DIRECTORS OF SUCCESSOR AGENCY OF
THE DISSOLVED REDEVELOPMENT AGENCY OF THE CITY OF SELMA
AUTHORIZING EXECUTION OF FIRST AMENDMENT TO JOINT EXERCISE
POWERS AGREEMENT, SELMA PUBLIC FINANCING AUTHORITY**

WHEREAS, the members of the Joint Exercise Powers Agreement, Selma Public Financing Authority dated February 18, 1992 (the "JPA") and which formed the Selma Public Financing Authority (PFA) are the City of Selma and the Successor Agency to the Redevelopment Agency of the City of Selma. The Successor is only a party because it assumed the obligations and duties and powers of the now dissolved Selma RDA. (See Health & Safety Code §34173(d); and

WHEREAS, the rights, duties and performance obligations of the Successor Agency under the JPA are limited by constraints imposed on the Successor Agency by the Dissolution Law, Part 1.85 of Division 24 of the Health & Safety Code; and

WHEREAS, to ensure there are at least two members of the JPA that form the PFA that are fully authorized and not limited by constraints imposed on the Successor Agency by the Dissolution Law, the parties to the JPA desire to amend it to add the Selma Housing authority as a party or member.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The foregoing recitals are true and correct.
2. The Board of Directors of the Successor Agency of the Dissolved Redevelopment Agency of the City of Selma has reviewed the First Amendment to Joint Exercise Powers Agreement, Selma Public Financing Authority, and approves First Amendment and authorizes its Interim Executive Officer to execute the Amendment on behalf of the Successor Agency of the Dissolved Redevelopment Agency.

The foregoing Resolution was duly approved by the Board of Directors of the Successor Agency of the Dissolved Redevelopment Agency at a regular meeting held on the ____nd day of _____ 2018, by the following vote, to wit:

AYES:	BOARD MEMBERS:
NOES:	BOARD MEMBERS:
ABSTAIN:	BOARD MEMBERS:
ABSENT:	BOARD MEMBERS:

ATTEST:

Reyna Rivera, Secretary

Jim Avalos
Chairman of the Board of Directors of the
Successor Agency of the Dissolved
Redevelopment Agency of the City of Selma

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**EXECUTIVE OFFICERS /STAFF REPORT
BOARD OF DIRECTORS MEETING:**

April 2, 2018

ITEM NO:

SUBJECT: **7.** Consideration and Necessary Action on Resolution Authorizing Execution of First Amendment to Joint Exercise Powers Agreement, Selma Public Financing Authority.

DISCUSSION: The “Joint Exercise Powers Agreement, Selma Public Financing Authority” dated February 18, 1992, is the agreement which created the Selma Public Financing Authority (PFA). The Agreement is between the City and the now dissolved Selma Redevelopment Agency. By operation of law, the Successor Agency to the Dissolved Redevelopment Agency assumed the rights and obligations previously vested in the RDA. The Successor’s membership in a Joint Powers Agreement (JPA) with the City that formed the RDA is specifically still authorized by the law that dissolved RDA’s in California, Health & Safety Code §34178(b)(3). However, the Successor’s authority and power with respect to the issuance of bonds is limited and circumscribed by the law which dissolved RDA’s. Specifically the Successor cannot issue something that creates a new debt that it would be solely responsible for, and there is, consequently, some reason to question whether our PFA comprised of the current members, the City and the Successor Agency, actually has the authority to issue new bonds to fund construction of a new Fire Station.

The financing for the new fire station is to be set up as a lease/sublease transaction in which the City leases to the PFA, which is formed by the Joint Powers Agreement and based on its ownership of the site, the PFA will issue bonds in an amount necessary to cover the cost of construction. The transaction is structured in this fashion so that interest payable on those bonds is not taxable to the bond holder, which makes the bonds marketable and reduces the interest rate.

The presence of the Successor as the only other party to the Agreement would arguably be cause for the Controller, the Department of Finance, or other departments of the State to object to, disrupt, or perhaps invalidate the bond issuance which is necessary to finance construction of the Fire Station. Therefore, to avoid any potential issues with respect to the validity of bonds which will be issued by the PFA staff is proposing to add to the PFA by First Amendment to the Joint Exercise of Powers Agreement another City-controlled public agency which has full power to issue bonds and take similar action, the Selma Housing Authority. The Successor has to remain a party to the Agreement because the parties to the Agreement, the Successor and the City, are not allowed under the terms of bonds that have been issued previously by the Public Financing Authority to do anything that would adversely affect the rights of holders of outstanding bonds. Eliminating a party from the Agreement, as opposed to adding a party creates potential issues with respect to bond

holders that could potentially object and claim that the elimination of the Successor adversely impacts their bonds.

To eliminate any possibility of something that could disrupt construction of the new Fire Station or the taxability of the bonds (IRS is able to declare the bonds taxable for a variety of reasons including the lack of authority of a member of a JPA that issues bonds), staff is proposing this First Amendment to the JPA Agreement to form the Selma PFA which simply and only adds the Housing Authority as a party.

RECOMMENDATION:

Adopt Resolution Authorizing Execution of First Amendment to Joint Exercise Powers Agreement, Selma Public Financing Authority dated February 18, 1992.

/s/ Neal E. Costanzo

3/29/2018

Neal E. Costanzo, City Attorney

Date

/s/ Henry Perea

3/29/2018

Henry Perea, Interim Executive Officer

Date

**A RESOLUTION OF THE BOARD OF DIRECTORS OF HOUSING AUTHORITY OF
THE CITY OF SELMA AUTHORIZING EXECUTION OF FIRST AMENDMENT TO
JOINT EXERCISE POWERS AGREEMENT, SELMA PUBLIC FINANCING
AUTHORITY**

WHEREAS, the members of the Joint Exercise Powers Agreement, Selma Public Financing Authority dated February 18, 1992 (the "JPA") and which formed the Selma Public Financing Authority (PFA) are the City of Selma and the Successor Agency to the Redevelopment Agency of the City of Selma. The Successor is only a party because it assumed the obligations and duties and powers of the now dissolved Selma RDA. (See Health & Safety Code §34173(d); and

WHEREAS, the rights, duties and performance obligations of the Successor Agency under the JPA are limited by constraints imposed on the Successor Agency by the Dissolution Law, Part 1.85 of Division 24 of the Health & Safety Code; and

WHEREAS, to ensure there are at least two members of the JPA that form the PFA that are fully authorized and not limited by constraints imposed on the Successor Agency by the Dissolution Law, the parties to the JPA desire to amend it to add the Selma Housing authority as a party or member.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The foregoing recitals are true and correct.
2. The Board of Directors of the Housing Authority of the City of Selma has reviewed the First Amendment to Joint Exercise Powers Agreement, Selma Public Financing Authority, and approves First Amendment and authorizes its Interim Executive Officer to execute the Amendment on behalf of the Housing Authority.

The foregoing Resolution was duly approved by the Board of Directors of the Housing Authority at a regular meeting held on the ____th day of _____ 2018, by the following vote, to wit:

AYES:	BOARD MEMBERS:
NOES:	BOARD MEMBERS:
ABSTAIN:	BOARD MEMBERS:
ABSENT:	BOARD MEMBERS:

ATTEST:

Jim Avalos
Chairman of the Board of Directors of the
Housing Authority of the City of Selma

Reyna Rivera City Clerk



Selma Police Department

POLICE DEPARTMENT BI-WEEKLY COUNCIL UPDATE (3/17/18 – 3/30/18)

Crime Trends

- Over the last 28 days, overall crime in the city of Selma has risen by 5%. Reported violent crime during this period rose 50% (15 vs 10 reported crimes), including two (2) incidents where an individual was struck by gunfire (non-life threatening). Several arrests in conjunction with these events have been made during this time period, as additional officers have been assigned to patrol, multiple VIPs have provided an extra police presence, and outside agency assistance has also been utilized.
- Reported Property Crime has continued to drop during this 28-day period, led by a 38% reduction in Auto Theft.

SIGNIFICANT CALLS FOR SERVICE

- On 3/18/18, at approximately 3am, officers responded to reports of shots fired at the Denny's restaurant, located at 2763 Highland Avenue. Upon arriving, it was discovered that all parties involved had already left the scene. From the investigation it was reported that there was a large group of approximately 8 Hispanic males (18-22 years of age) that had been inside of the Denny's eating. While inside, a second group of three or four Hispanic males (18-22 years of age) walked into the Denny's. As they walked in, they did not exchange any words with a large group, but there appeared to be some tension. The group of four males walked to the bathroom. As they walked out, they walked past the large group. As they did, several males from the large group got up and began to chase the small group of males out of the Denny's. As the small group was running it out of the front door, one of them fired four shots from an unknown type of 9mm handgun, striking the front door and the toy vending machine. The small group of males then left the area and an unknown type of car. The large group of males then ran out of the Denny's and left in unknown vehicles.

Four 9mm casings were found on the sidewalk in front of the Denny's. Four bullet holes were found and two bullets were recovered. There was no trace of evidence found at the scene which would indicate that anyone was injured from the shooting. It could not be determined if any of the involved parties were from the Selma area.

- On 3/21/18, at approximately 8pm, officers were dispatched to 2737 Whitson Street, (Verizon Wireless) in regards to a robbery. Upon arrival, the store clerk said a male subject wearing what she described as a Halloween mask came into the store and demanded she open the safe. The suspect escorted the victim to the backroom where



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the safe is located and made the store clerk open the safe. After the clerk opened the safe, the suspect took an undisclosed amount of currency and 45 cellular phones. The suspect fled the store through the back emergency exit doors. The victim believes the suspect fled in a vehicle however, was unsure. She said she could hear a vehicle leaving at a high rate of speed. The suspect is described as being Hispanic, standing about 5'8", wearing blue jeans and gloves. The suspect spoke to the victim in Spanish.

The video surveillance shows to be consistent with the victim's statement. No weapon was used or seen during the robbery. No physical evidence was collected due to the suspect wearing gloves.

- On 03/22/18, at approximately 10pm, officers were dispatched to the area of Sheridan and Knowles Street in regards to shots fired. Upon officers arrival they contacted a male subject lying on his back on the northwest corner of this intersection. The victim was shot in the torso. There were two citizens who were attending to the victim. The victim was identified as a 23yr old Hispanic male. The victim said, as he was walking north bound on Sheridan approaching Knowles Street a dark colored vehicle; possibly an Altima, pulled up alongside of him. The victim said as the vehicle pulled up, the rear right passenger exited the vehicle and yelled at him. The victim said he continued to walk and then same suspect once again yelled at him. During this time, the suspect brandished a handgun and fired several times. The victim described the suspects as possible gang members and believes these are the same subjects who jumped him a week prior. The victim identified the shooter as being Hispanic, chubby, early twenties, wearing all blue clothing and white tennis shoes. Victim said he can possibly identify the suspect and the vehicle. There were no witnesses or shell casings located during the canvass.
- On 3/23/18, at approximately 2:30pm, officers responded to Adventist Community Hospital emergency room. Dispatch advised that the patient had just walked into the emergency room with a small stab wound to the back lower neck area. The victim stated he just recalled that he was walking in front of The Estrella Restaurant and unknown male subjects ran up behind him, stabbed him in the back then ran off. Surveillance video from The Estrella Market next door shows that four subjects in an older model, lowered black four-door pickup parked in the restaurant parking lot and exited the vehicle chased the victim and attacked him. The four subjects then got back into the pick up and left the area northbound Thompson to Whitson Ave and drove away in an unknown direction. No further information.



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- On 3/26/18, at approximately 10:15pm, a patrol officer ran a license plate of a White Ford Crown Victoria which came back as a stolen. While attempting to make a vehicle stop, the driver of the Ford took the NB Hwy 99 on-ramp and the officer began a pursuit along with an assisting officer. When the Ford entered Fowler the driver took the off-ramp at Merced St. The initial officer in pursuit, following the Ford, was struck as he was crossing Merced St. by an uninvolved motorist, taking him out of the pursuit. The driver of the stolen vehicle then got back onto the NB Hwy 99, still pursued by the second officer. At Clovis Ave., the suspect took the NB Clovis Ave. off-ramp and continued into the City of Fresno where the driver lost control of the stolen vehicle and hit the center median. Officers were able to take the suspect, Anthony David Martinez, age 39 out of Orange Cove, CA, into custody. The stolen vehicle sustained moderate damage and the airbags activated. Martinez was booked into the Fresno County Jail. No injuries were sustained by any of the parties in the collision.
- On 3/26/18, at approximately 10:45pm, 911 calls were received of a shots fired in the area of the Economy Market. On officers arrival they received additional information via 911 that a house had been struck with gunfire at Knowles St. and Van Horn St. Upon checking the area officers located several rounds of .40 cal. shell casings at the alley. About the same time a call was received from Adventist Medical Center of a gunshot victim that had been dumped off at the Emergency Room. The victim, a 41 year old Hispanic male from Selma, had been struck in his lower back. The victim was later listed as in Stable Condition at CRMC. At this time there is no suspect information and available and victim won't talk to officers.
- Personnel Vacancies (existing & pending)
 - A Conditional Offer of Employment for a sworn officer position was issued on 3/27/18, leaving two remaining vacant positions. Another background package was finished this week, and an interview is scheduled next week. If successful, one sworn position would remain vacant.
 - An oral interview panel for the next 8 police officer applicants is scheduled for next week.
 - Records Clerk position filled, started March 21
 - Dispatch candidate background nearly completed.

Special Events

- Planning for the first event for the 2018 The Bringing Broken Neighborhoods Back to Life program has begun. The first event, co-sponsored by the SMART Center and the Church of the Nazarene.