

agenda item 1.a.

**CITY OF SELMA  
SPECIAL CITY COUNCIL MEETING  
JANUARY 12, 2018**

The Special Council meeting of the Selma City Council was called to order at 9:00 a.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, Finance Manager Moreno, Fire Chief Kain, Police Chief Garner, Public Works Director Shiplee, the press, and interested citizens.

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

**COMMUNITY FORUM WORKSHOP:** Interim City Manager Perea stated the purpose of the workshop was to listen to the Council discuss its vision, mission and goals for the future. He noted the City department heads were present to hear the discussion. He stated that community forums were held in the east and west areas of the City to hear what residents value, and the results of those sessions were posted online and available in the Chamber. He said the discussion and expressions of interest and priorities of the Council will be foundational in the development of the 2018-2019 budget.

Interim City Manager Perea introduced facilitator Dr. Jackie Ryle, who gave brief overview of the community forums, cited the feedback as reflected in the summary report, copies of which were furnished the Council members. Council provided and discussed priorities and vision for the City of Selma.

**RECESS:** At 9:50 a.m., Mayor Avalos called for a short break in the meeting. The meeting then reconvened at 10:05 a.m.

At this point in the meeting, there was Council discussion regarding the focus and priorities for the city. Discussion also occurred regarding the similarities of the priorities mentioned during the meeting to the current mission statement. Focus points discussed in detail were safe community, effective economic development, and best quality of life. Further Council discussion regarding the proactive process which encourages and allows Council to engage in dialog and be part of the budget process.

**ORAL COMMUNICATIONS:** Ms. Janalee Jones stepped forward to inquire on business incentive assistance or partnerships. She asked about security system discounts for businesses.

Mr. Mark Armenta, Selma Boys and Girls Club stepped forward to discuss a recent incident that occurred.

**ADJOURNMENT:** There being no further business, the meeting was adjourned at 11:51 a.m.

Respectfully submitted,

Reyna Rivera  
City Clerk

---

Jim Avalos  
Mayor of the City of Selma



agenda item 1.b.

**CITY OF SELMA  
WORKSHOP/PRE-COUNCIL MEETING  
January 16, 2018**

The Workshop/ pre-Council meeting of the Selma City Council was called to order at 5:02 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, Finance Manager Moreno, Police Chief Garner, Public Works Director 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.

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW)**

**LOCAL 100 PRESENTATION:** Interim City Manager Perea introduced Mr. Chuck Riojas, IBEW Local 100 Union Representative, who stepped forward to discuss an apprentice program for the upcoming police station project.

After much discussion, Council thanked him for the information and directed staff to bring the matter back for consideration.

**AT&T SMALL CELL PRESENTATION:** Mr. Eric Johnson and Ms. Julie Tone representing AT&T stepped forward to discuss a small cell tower concept and introduced their contractor Mr. Tom Hanna, Smartlink Project Manager.

Mr. Hanna provided a PowerPoint presentation and discussed small cells, which are flexible network solutions that can be readily deployed to specific locations including areas where customers are prone to experience connectivity issues, heavily populated areas that need more network capacity, as well as areas that cannot effectively be served by a traditional macro cell. He further explained that there are generally three ways to increase capacity in the network that include license more spectrum from the FCC, upgrade existing cell sites to use new technology, or build more cell sites.

He further discussed options to accommodate future technologies by establishing Universal Master Attachment Agreements (MAAs) for small cell deployment; establishing streamlined permitting processes allowing for strategic and proactive public policy that facilitate deployment and more quickly bring the benefits of small cells to Selma.

After much discussion, Council directed staff to further review all the information.

**ADJOURNMENT:** There being no further business, the meeting was adjourned at 5:54 p.m.

Respectfully submitted,

Reyna Rivera  
City Clerk

---

Michael Derr  
Mayor of the City of Selma

agenda item 1.c.

**CITY OF SELMA  
REGULAR COUNCIL MEETING  
January 16, 2018**

The regular meeting of the Selma City Council was called to order at 6:04 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, Finance Manager Moreno, Fire Chief Kain, Police Chief Garner, Public Works Director Shiplee, the press and interested citizens.

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

**INVOCATION**: Pastor/Chaplain Shannon Schwamb from Church of the Redeemer/FSO/SPD led the invocation.

**RECOGNITION OF POLICE DEPARTMENT VOLUNTEERS – VIP’S AND EXPLORERS**: Police Chief Garner stepped forward to discuss the vital programs in the police department and acknowledged each volunteer for their services.

Council provided certificates of recognition to each Volunteer in Policing and Explorer and thanked them for the service that they provide to the community of Selma.

**CONSENT CALENDAR**: Mayor Pro Tem Robertson requested that agenda items 1.h., be pulled for separate consideration. Council member Montijo requested that agenda item 1.j. also be pulled for separate consideration. Council member Derr then motioned to approve the remainder of the Consent Calendar as read. The motion was seconded by Mayor Pro Tem Robertson and carried with the following vote:

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

- a. Minutes of the November 6, 2017 regular meeting, approved by standard motion.
- b. Minutes of the December 4, 2017 special meeting, approved by standard motion.
- c. Minutes of the December 4, 2017 workshop/pre-Council meeting, approved by standard motion.
- d. Minutes of the December 4, 2017 regular meeting, approved by standard motion.
- e. RESOLUTION NO. 2018 – 1R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA ADOPTING THE AMENDED SECTION 125 PLAN (CAFETERIA PLAN) YEAR ENDING DECEMBER 31, 2018. Resolution approved by standard motion.

- f. RESOLUTION NO. 2018 – 2R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA DECLARING CERTAIN VEHICLES/EQUIPMENT SURPLUS AND AUTHORIZING THEIR SALE, DONATION, OR DISPOSAL
- g. Shafer Park Concession Agreement between the City of Selma and Jessica Hernandez, approved by standard motion.
- h. Pulled for separate discussion.
- i. RESOLUTION NO. 2018 – 4R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA APPROVING THE APPOINTMENT TO THE GOVERNING BOARD OF THE SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT. Resolution approved by standard motion.
- j. Pulled for separate discussion.

**AGENDA ITEM 1.h. CONSIDERATION AND NECESSARY ACTION ON RESOLUTION APPROVING THE APPLICATION FOR LAND AND WATER**

**CONSERVATION FUND – ROCKWELL PARK PROJECT:** After discussion, motion to approve RESOLUTION NO. 2018 – 3R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA APPROVING THE APPLICATION FOR LAND AND WATER CONSERVATION FUND ROCKWELL PARK PROJECT 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

**AGENDA ITEM 1. j. CONSIDERATION AND NECESSARY ACTION ON CHECK REGISTER DATED JANUARY 10, 2018:**

After discussion, motion to approve the CHECK REGISTER DATED JANUARY 10, 2018 was made by Council member Montijo and seconded by Mayor Pro Tem Robertson. Motion carried with the following vote:

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

**CONSIDERATION AND NECESSARY DISCUSSION ON STATUS OF POLICE DEPARTMENT VACANCIES AND RECRUITMENT ENHANCEMENT OPTIONS:**

Police Chief Garner stepped forward to discuss current vacancy and recruitment status for his department. He also provided various options to enhance recruitments such as a creation of a police cadet position, level three reserve officer programs, and level two reserve (limited peace officer powers). Police Chief Garner discussed costs for the enhancement options and stated that the funding source would be allocated out of the general fund, cost savings from salaries.

Interim City Manager Perea also discussed recent changes made to the application process, allowing for continuous recruitment and overall streamlining of the recruitment process.

After much discussion, it was the Council consensus to approve additional recruitment options to expedite hiring of police officers.

**CONSIDERATION AND NECESSARY ACTION ON FENCE PLACEMENT VARIANCE BY ADAN GONZALEZ, 1628 MILL STREET:** Interim City Manager Perea and Public Works Director Shiplee reported on the fence placement variance received.

Mr. Adan Gonzalez stepped forward to answer various questions from Council regarding his request and clarified the placement of the fence.

After much discussion, it was the consensus of Council to direct the City Manager to meet with the applicant and approve the fence placement as long as all issues are resolved.

**CONSIDERATION AND NECESSARY ACTION ON RESOLUTION AUTHORIZING INTERIM CITY MANAGER OR DESIGNEE TO NEGOTIATE AND FINALIZE A PROPOSAL FOR TAX EXEMPT LEASE BACK FINANCING OF PROPOSED FIRE STATION NO. 2:**

Fire Chief Kain stepped forward to provide the background information on the proposed fire station. He introduced Mr. Mike Scott, RRM Design Group and Mr. Jeffrey H. Tamkin, President of PFIC, who both stepped forward to discuss the facilities assessment and renovation survey as well as the funding mechanism for implementation.

At this point in the meeting, there was much Council discussion regarding funding process, funding source, and project timelines.

After further discussion, motion was made by Mayor Pro Tem Robertson to approve RESOLUTION NO. 2018 – 5R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA AUTHORIZING THE INTERIM CITY MANAGER OR HIS DESIGNEE TO NEGOTIATE AND FINALIZE A TAX EXEMPT LEASE BACK FINANCING ARRANGEMENT THROUGH PUBLIC FACILITIES INVESTMENT CORPORATION AND TO RETURN TO COUNCIL WITH A DEFINITE PROPOSAL FOR SUCH TAX EXEMPT FINANCING OF CONSTRUCTION COSTS FOR SELMA

FIRE STATION NO. 2. 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 RESOLUTION AMENDING THE PRICE FOR SALE OF DIRT REMOVED TO DEVELOP GROUNDWATER RECHARGE BASIN ON THE SOUTH SIDE OF VALLEY VIEW WEST OF**

**MCCALL**: Motion was made by Council member Derr to approve RESOLUTION NO. 2018-6R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA AMENDING THE PRICE FOR SALE OF DIRT REMOVED TO DEVELOP GROUNDWATER RECHARGE BASIN ON THE SOUTH SIDE OF VALLEY VIEW WEST OF McCALL. 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

**CONSIDERATION AND NECESSARY ACTION ON RESOLUTION APPROVING AGREEMENT WITH K.W.P.H. ENTERPRISES, AMERICAN AMBULANCE FOR**

**AMBULANCE SERVICES**: Motion to approve RESOLUTION NO. 2018 – 7R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA APPROVING AGREEMENT WITH K.W.P.H. ENTERPRISES (AMERICAN AMBULANCE) FOR AMBULANCE SERVICES was made by Mayor Pro Tem Robertson and seconded by Council member Montijo. Motion carried with the following vote:

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

**CONSIDERATION AND NECESSARY ACTION ON RESOLUTION APPROVING AND AUTHORIZING ACCEPTANCE OF PROPOSAL FROM GATEWAY ENGINEERING FOR CITY OF SELMA CITY WIDE STORM DRAIN SYSTEM GPS**

**SURVEY**: Public Works Director Shiplee discussed the proposal received from Gateway Engineering to perform the survey.

Interim City Manager Perea discussed the project in detail, which is vital to move forward for grant funding purposes.

City Engineer Bond stepped forward to provide Council with detailed information on the survey, which will be funded partially (twenty-five percent) by Selma Kingsburg Fowler County Sanitation District. He further stated that once the survey is complete, any information moving forward would be added at no additional costs by the engineering department, as well as requesting as built data from developers to keep the information current.

Motion to approve RESOLUTION NO. 2018 – 8 R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA APPROVING AND AUTHORIZING ACCEPTANCE OF A PROPOSAL FOR THE CITY OF SELMA CITY-WIDE STORM DRAIN SYSTEM GPS SURVEY was made by Mayor Pro Tem Robertson. The 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 RESOLUTION RATIFYING AGREEMENT BETWEEN THE CITY OF SELMA AND THE FAHRNEY GROUP AND SELMA DEVELOPMENT PARTNERS LLC, AS DEVELOPER CONCLUDED BY STAFF ON JANUARY 4, 2018:**

Interim City Manager Perea discussed the background on the project. He stated that the Resolution before Council is to memorialize specific mitigation measures such as when traffic improvements are to be completed and what measures can be deferred until specific development occurs. He further stated that this agreement was done to accommodate the Fahrney Group's timeline for the Toyota Dealership Corporation.

After much discussion, motion to approve RESOLUTION NO. 2018 – 9R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA RATIFYING AGREEMENT FOR ISSUANCE OF A CERTIFICATE OF OCCUPANCY was made by Council member Franco and seconded by Council member Montijo. Motion carried with the following vote:

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

**DEPARTMENT REPORTS:** Interim City Manager Perea discussed the assessment and evaluation of staff and current projects. He discussed succession planning, economic development, infrastructure, current residential projects, and pending projects.

Fire Chief Kain reported on the STRIKE team.

Police Chief Garner reported on calendar year crime statistics.

Community Services Director Kirchner updated Council on the current park projects.

Public Works Director Shiplee discussed the recent addition of the stop sign, beautification project on 2<sup>nd</sup> Street, and freeway cleanup. He also thanked Mr. and Mrs. Nelson for their efforts in beautifying Selma.

Finance Manager Moreno reported on the upcoming audit presentation and Measure S Oversight meeting.

**MAYORAL APPOINTMENTS TO VARIOUS COMMITTEES AND**

**COMMISSIONS**: Mayor Avalos discussed and distributed the Mayoral appointment list for Council, which would be held in the office of the City Clerk.

**ORAL COMMUNICATIONS**: Mr. Joe Gonzalez stepped forward to voice his concerns regarding the community and city staff.

Mrs. Leslie Nelson stepped forward to discuss concerns regarding outside agencies transporting individuals in Selma.

**ADJOURNMENT**: There being no further business, the meeting was adjourned at 8:37 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:**

February 20, 2018

---

---

---

**ITEM NO:**

1.d.

**SUBJECT:**

Resolution awarding consultant agreement to Gateway Engineering for the preliminary engineering for Active Transportation Plan (ATP - 5096(033)) grant funded project.

---

---

**BACKGROUND:**

Selma has received authorization to proceed with Engineering from Caltrans for the above listed project. The project ATP funds available are listed below:

PS&E:	\$ 34,000
Construction:	\$400,582
Non – Infrastructure:	\$ 34,000

**DISCUSSION:**

A proposal was received from Gateway Engineering for the ATP 5096(033) Project, funded by ATP. The project consists of improving safe routes to schools at Jackson Elementary, Eric White Elementary, Garfield Elementary, Roosevelt Elementary and Selma High.

Design & Engineering is scheduled for March, 2018 with a CTC allocation for construction in June, 2018. Plans would advertise for construction within 6-months of a CTC allocation.

<b><u>COST:</u></b> <i>(Enter cost of item to be purchased)</i>		<b><u>BUDGET IMPACT:</u></b> <i>(Enter amount this non-budgeted item will impact this years' budget – if budgeted, enter NONE).</i>
\$68,000.00		None
<b><u>FUNDING:</u></b> <i>(Enter the funding source for this item – if fund exists, enter the balance in the fund).</i>		<b><u>ON-GOING COST:</u></b> <i>(Enter the amount that will need to be budgeted each year – if one-time cost, enter NONE).</i>
Funding Source: ATP  Fund Balance:		None

---

**RECOMMENDATION:**      Approve Resolution awarding consultant agreement to Gateway Engineering for the ATP – 5096(033) Project.

---

/s/ Neal E. Costanzo

02-15-2018

\_\_\_\_\_  
Neal E. Costanzo, City Attorney

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Henry Perea, Interim City Manager

2-15-18  
\_\_\_\_\_  
Date



February 14, 2018

City of Selma  
1710 Tucker Street  
Selma, CA 93662

Subject: Proposal for Active Transportation Plan Project # 5096(033)  
Selma, CA

Dear Henry:

Thank you for the opportunity to submit this proposal to provide engineering services for survey, engineering, and construction engineering services for the above listed project. Outlined below is a summary of our assumptions, our proposed scope of services, exclusions, schedule, and fee proposal:

**Scope of Services**

- Perform topographic and Right of Way survey of all project sites as defined in the approved ATP application.
- Prepare plans and cost estimates for design of various pedestrian safety facilities. Including: upgrading ADA ramps, installation of Rectangular Rapid Flashing Beacons (RRFB's) (multiple locations), signing and striping improvements and replacing missing or damaged sidewalks.
- Coordinate with City staff for CTC allocation request and obtain E-76 for construction from Caltrans.
- Prepare construction specifications
- Perform Construction staking
- Perform Construction inspection services
- Non-Infrastructure: Develop and produce outreach materials related to the project and its benefits. These materials will be distributed at parent club meetings, school assemblies and distributed for students to take home.

**Exclusions**

The following are specifically excluded from our scope of services:

- Storm Water Pollution Prevention Plan by Contractor if required
- Bidding performed under City Engineering services.

**Fee Proposal**

Gateway Engineering, Inc. proposes to perform the above referenced scope of services for fees broken down as defined in the approved ATP grant application:

- |                              |           |
|------------------------------|-----------|
| • Topographic and R/W Survey | \$ 8,500  |
| • Plans and specifications   | \$ 21,500 |
| • Project Specifications     | \$ 4,000  |
| • Non-Infrastructure         | \$ 34,000 |
| • Construction Staking       | \$ 6,800  |

- Construction Administration/Inspection \$ 13,600

We will invoice monthly based upon as estimated percentage of completion. Please do not hesitate to contact me if you have any questions or if additional information is required for your review.

Respectfully,

A handwritten signature in cursive script, appearing to read "Joseph D. Daggett", followed by a stylized mark that looks like "27".

Joseph D. Daggett, CE 71873, LS 8861

**RESOLUTION NO. 2018- R**

**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**

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

**WHEREAS**, the City of Selma has received a proposal from Gateway Engineering for the engineering for the ATP – 5096(033) Project in the City of Selma; and

**WHEREAS**, the City of Selma has received funding from ATP; and

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

1. The foregoing facts are true and correct.
2. The City Council hereby accepts and approves the attached February 14, 2018, proposal by Gateway Engineering, Inc. at the lump sum fee proposed, authorizes the performance of that work by Gateway Engineering, and directs the payment of the fee of \$68,000 on presentation of the monthly invoices based upon estimated percentage of completion of the work.

The foregoing Resolution 2018 - R, was approved at a regular meeting held on the 20<sup>th</sup> day of February, 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

# AUTHORIZATION / AGREEMENT SUMMARY - (E-76)

CALIFORNIA DEPARTMENT OF TRANSPORTATION

## FEDERAL AID PROGRAM

DLA LOCATOR: 06-FRE-0-SEL  
 PREFIX: ATPL  
 PROJECT NO: 5096(033)  
 SEQ NO: 1  
 STATE PROJ NO: 0616000146L-N  
 AGENCY: SELMA  
 ROUTE:  
 DISASTER NO:  
 TIP DATA  
 MPO: FCOG  
 FSTIP YR: 16/17  
 STIP REF: 203-0000-0905  
 FSTIP ID NO: FRE150045

PROJECT LOCATION:  
 MULTIPLE INTERSECTIONS AND CROSSINGS NEAR VARIOUS SCHOOL SITES INCLUDING JACKSON ELEMENTARY, ERIC WHITE ELEMENTARY,  
 TYPE OF WORK:  
 INSTALL VARIOUS PEDESTRIAN SAFETY FACILITIES, INCLUDING ADA RAMPS, PREV AUTH / AGREE DATES:  
 FED RR NO'S:  
 PUC CODES:  
 PROJ OVERSIGHT: ASSUMED/LOCAL ADMIN  
 ENV STATUS / DT: DELEG TO STATE USC 326/SEC 6004 05/22/2017  
 RW STATUS / DT:  
 INV RTE:  
 BEG MP:  
 END MP:

PE:  
 R/W:  
 CON:  
 SPR:  
 MCS:  
 OTH:

BRIDGE NO:

PROG CODE	LINE NO	IMPV TYPE	FUNC SYS	URBAN AREA	URB/RURAL	DEMO ID
M30E	10	15				

## FUNDING SUMMARY

PHASE	PROJECT COST	FEDERAL COST	AC COST
PE	PREV. OBLIGATION	\$0.00	\$0.00
	THIS REQUEST	\$68,000.00	\$0.00
	SUBTOTAL	\$68,000.00	\$0.00
R/W	PREV. OBLIGATION	\$0.00	\$0.00
	THIS REQUEST	\$0.00	\$0.00
	SUBTOTAL	\$0.00	\$0.00
CON	PREV. OBLIGATION	\$0.00	\$0.00
	THIS REQUEST	\$0.00	\$0.00
	SUBTOTAL	\$0.00	\$0.00
OTH	PREV. OBLIGATION	\$0.00	\$0.00
	THIS REQUEST	\$0.00	\$0.00
	SUBTOTAL	\$0.00	\$0.00
TOTAL:		\$68,000.00	\$68,000.00

## STATE REMARKS

07/24/2017 The purpose of this request is to authorize the PE phase for this project. The project proposes to install various safety facilities including ADA ramps, high visibility crosswalks, rapid flashing beacons, and flashing stop signs at various school sites including Jackson Elementary, Eric White Elementary, Selma High School, Garfield Elementary, and Roosevelt Elementary. CTC allocated \$68,000 for the PE phase on June 28, 2017. The PE phase is fully funded using Toll Credits in lieu of local match.

07/26/2017 SEQ#1: Request to obligate \$68,000 of Federal M30E funds for PE for PS&E. Toll Credits are being used in lieu of local funds. - CPJ

## FEDERAL REMARKS

## AUTHORIZATION

AUTHORIZATION TO PROCEED WITH REQUEST: PRE  
 FOR: AUTHORIZATION  
 DOCUMENT TYPE: AAGR

PREPARED IN FADS BY: KAWATE, SUSAN  
 REVIEWED IN FADS BY: ZINKE, WESLEY  
 SUBMITTED IN FADS BY: JENSEN, CHRIS  
 PROCESSED IN FADS BY: FOGLE, JERILYNN  
 E-76 AUTHORIZED DATE IN FMIS BY: MARY CUNNINGHAM

ON 2017-07-25 445-5914  
 ON 2017-07-26 651-6873  
 ON 2017-07-26 FOR CALTRANS  
 ON 2017-07-27 FOR FHWA  
 ON 2017-08-01 12:03:41.0

SIGNATURE HISTORY FOR PROJECT NUMBER 5096(033) AS OF 08/03/2017

FHWA FMIS SIGNATURE HISTORY

<u>MOD #</u>	<u>SIGNED BY</u>	<u>SIGNED ON</u>
0	JERILYNN FOGLE	07/28/2017
	DOMINIC HOANG	08/01/2017
	MARY CUNNINGHAM	08/01/2017

FHWA FMIS 3.0 SIGNATURE HISTORY

CALTRANS SIGNATURE HISTORY

<u>DOCUMENT TYPE</u>	<u>SIGNED BY</u>	<u>SIGNED ON</u>
AUTH/AGREE	JENSEN, CHRIS	07/26/2017

CYCLE **2** FUND STATUS  PROJECT STATUS **Active**

ALL CYCLE 3A STATEWIDE & SMALL URBAN & RURAL WILL BE UPLOADED SHORTLY AFTER OCT. 2017 CTC MTG.  
 ALL CYCLE 3 AND 3A MPO SELECTED PROJECTS WILL BE UPLOADED SHORTLY AFTER DEC. 2017 CTC MTG.

SEARCH ENGINE  
 Federal Number SEARCH **5096(033)** PPNO SEARCH **6836A**

**PROJECT IDENTIFIERS** **APPLICANT / M/PL AGENCY** **PARTNER(S)** **MPO/RTA**

ATP ID **ATP02-06-143M**

CTC ID

FEDERAL PROJECT NO **5096(033)**

ADVANTAGE ID **0616000146**

PPNO **6836A** **6836B**

DISTRICT **6**

COUNTY **FRE**

ASSEMBLY DIST **31**

STATE SENATE DISTRICT **14**

CONGRESSIONAL DISTRICT **21**

APPLICANT **City of Selma**

PROJECT NAME **Safety for an Active Selma School Community (Install various pedestrian safety facilities in the City of Selma)**

SOLICITATION **MPO (POP>200,000)-SOLICITATION-CYCLE 2**

POPULATION

SOLICITING AGENCY **FCOG**

IDENTIFIER COMMENTS

APPLICATION ID **06-Selma-1**

**FUNDING INFO** **ALLOCATION INFO** **EXPEND CON COMPLETION** **OBLIGATION INFO** **PROJECT STATUS** **TIME EXTENSIONS**

**\*\* NOTE - AE/DLAE - AGREEMENT BETWEEN APPLICANT & CORPS MUST BE SUBMITTED TO OATSP PRIOR TO FUND AUTHORIZATION. \*\***

ATP TOTAL PROGRAMMED AMOUNT **\$468,000**

MATCH

\* OTHER FUNDS

LOCAL FUNDS NON-PARTICIPATING **\$0**

TOTAL PROJECT COSTS **\$468,000**

ALLOWABLE FUNDING TYPE **TAP First, STP Second**

\* OTHER FUNDS MAY INCLUDE LEVERAGE, LOCAL STATE & FEDERAL FUNDS

Match Requirements **No**

REVISED AWARD AMOUNT

STATE PROVIDED MATCH

Toll Credits **Yes No**

ELIGIBLE FUNDS COMMENTS

REVISED ESTIMATE AMT

Programming **Fund Type** **PECT CODE** **20.30 - Local**

**PROGRAMMED FUNDS PER CTC ADOPTED PROJECTS w/ REVISIONS**

YEAR	16/17	YEAR	17/18	YEAR	18/19	YEAR	
PROG. AMT	<b>\$68,000</b>	PROG. AMT	<b>\$400,000</b>	PROG. AMT		PROG. AMT	
SHA AMT		SHA AMT		SHA AMT		SHA AMT	
FTF AMT	<b>\$68,000</b>	FTF AMT	<b>\$400,000</b>	FTF AMT		FTF AMT	
RMRA AMT		RMRA AMT		RMRA AMT		RMRA AMT	
GGRF AMT		GGRF AMT		GGRF AMT		GGRF AMT	

**ORIGINAL PROGRAMMED INFO**

YEAR	PROGRAMMED AMT.	PHASE
		PA&ED
<b>16/17</b>	<b>\$68,000</b>	PS&E
		RW
<b>17/18</b>	<b>\$366,000</b>	CON
<b>17/18</b>	<b>\$34,000</b>	CON-NI
TOTAL	<b>\$468,000</b>	

**CURRENT/REVISED PROG. INFO**

YEAR	PROGRAMMED AMT.	PHASE
		PA&ED
<b>16/17</b>	<b>\$68,000</b>	PS&E
		RW
<b>17/18</b>	<b>\$366,000</b>	CON
<b>17/18</b>	<b>\$34,000</b>	CON-NI
TOTAL	<b>\$468,000</b>	

**COMMENTS**  
 PPNO changed  
 6836A for IF  
 6836B for NI

**PROJECT DESCRIPTION** **ELIGIBILITY** **SCOPE CHANGE**

PROJECT DESCRIPTION **The Safety for an Active Selma School Community project is to create an environment that encourages physical activity and active choices.**

PROJ. DESC. RELATED DOCUMENTS



## CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
70185	02/01/2018	Printed	3SI SECURITY SYSTEMS INC	GPS TRACKING ANNUAL FEE		216.00
70186	02/01/2018	Printed	AMERICAN AMBULANCE	FEBRUARY 2018 PAYMENT		92,500.00
70187	02/01/2018	Printed	ASBURY ENVIRONMENTAL SERVICES	USED OIL DISPOSAL		120.00
70188	02/01/2018	Printed	AT&T	TELEPHONE-JANUARY 2018		19.78
70189	02/01/2018	Printed	AT&T	TELEPHONE-JANUARY 2018		60.68
70190	02/01/2018	Printed	BANK OF THE WEST	SURVEILLANCE EQUIPMENT LEASE		1,120.17
70191	02/01/2018	Printed	BANNER PEST CONTROL INC	PEST CONTROL-JANUARY 18		441.00
70192	02/01/2018	Printed	GUADALUPE MARIA BELTRAN	AR INV 1201 OVERPAYMENT REIMB.		46.72
70193	02/01/2018	Printed	BENNETT & BENNETT, INC.	MISC IRRIGATION SUPPLIES		11.73
70194	02/01/2018	Printed	CALIFORNIA BUILDING STANDARDS	BUILDING STANDARDS FEE REPORT 4th QRT		198.00
70195	02/01/2018	Printed	ROD CARSEY	PLAN CHECKS		10,312.52
70196	02/01/2018	Printed	CDCE INCORPORATED	MDT MONTHLY LEASE-PD		4,755.00
70197	02/01/2018	Printed	CENTRAL VALLEY LOCK & SAFE	REPLACED EXIT DEVICE-PD GATE		338.56
70198	02/01/2018	Printed	CISCO SYSTEMS CAPTIAL CRP	LEASE-PHONE SYSTEM/BACKUP 1/15-2/14/18		3,280.05
70199	02/01/2018	Printed	CITY OF SELMA	REPLENISH PETTY CASH		61.20
70200	02/01/2018	Printed	CITY OF SELMA	REPLENISH PETTY CASH		108.67
70201	02/01/2018	Printed	COLE WILLIAMS ELECTRIC	SOLAR PERMIT REFUND 2741 PEACH		376.25
70202	02/01/2018	Printed	COOK'S COMMUNICATION CORP	OUTFITTING UNIT 195		16,807.48
70203	02/01/2018	Printed	CPS	POLICE CLERK I WRITTEN TEST		572.00
70204	02/01/2018	Printed	CXT INCORPORATED	LINCOLN PARK RESTROOMS		154,354.19
70205	02/01/2018	Printed	DEPARTMENT OF CONSERVATION	SMIP & SEISMIC FEE REPORT 4th QRT		907.88
70206	02/01/2018	Printed	DEPARTMENT OF JUSTICE	BLOOD ALCOHOL ANALYSIS-DEC 17		315.00
70207	02/01/2018	Printed	FEDEX	RETURN TEST MATERIAL/BANK DOCS		50.45
70208	02/01/2018	Printed	FINANCIAL PACIFIC LEASING	LEASE PAYMENT INTEREST		916.42
70209	02/01/2018	Printed	TIMOTHY FLETCHER	MUSIC DIRECTOR SPRING		400.00
70210	02/01/2018	Printed	MICHAEL CHRISTOPHER FLORES	CHOREOGRAPHY FOR SPRING AWAKENING		300.00
70211	02/01/2018	Printed	FRESNO COUNCIL OF GOVERNMENTS	TRAFFIC IMPACT ANALYSIS 99 & DINBUBA OCT-NOV 17		1,256.11
70212	02/01/2018	Printed	FRESNO-MADERA AAA	SENIOR MEALS		469.34
70213	02/01/2018	Printed	BARRY S. HALAJIAN	STREET LIGHT REPAIR		8,616.40
70214	02/01/2018	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 1/17/18		1,243.58
70215	02/01/2018	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 1/24/18		5,212.24
70216	02/01/2018	Printed	HEWLETT-PACKARD FINANCIAL	LEASES		3,753.41
70217	02/01/2018	Printed	ALEXIS HOLLADAY	SPRING AWAKENING BAND		200.00
70218	02/01/2018	Printed	INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE	MEMBERSHIP RENEWAL		150.00
70219	02/01/2018	Printed	JEFF KESTLY	MEDICAL PREMIUM REIMB JAN 18		328.32
70220	02/01/2018	Printed	LEAGUE OF CALIFORNIA CITIES	ANNUAL MEMBERSHIP DUES		10,118.00
70221	02/01/2018	Printed	LEE CENTRAL CALIFORNIA	INVITING BIDS 2018 FLORAL PROJ / EMPLOYMENT ADS		721.52
70222	02/01/2018	Printed	LEGENDS CLASSIC MOTORCYCLES	SERVICE REPAIR #88		1,147.62
70223	02/01/2018	Printed	LIEBERT, CASSIDY, WHITMORE INC	REVIEW/ADVISE-PERSONNEL ISSUE		3,424.00
70224	02/01/2018	Printed	SOUND CONTRACTING INC	COUNTRYMEN MICS-AC		192.21
70225	02/01/2018	Printed	LOSS PROTECTION AND	MONTHLY SERVICE OF CONTAINERS		85.00
70226	02/01/2018	Printed	KYLE SEAN LOWE	SPRING AWAKENING BAND		200.00
70227	02/01/2018	Printed	STEVEN MCINTIRE	MEDICAL PREMIUM REIMB JAN 18		1,165.84
70228	02/01/2018	Printed	METRO UNIFORM	POLICE REVOLVING ACCT		515.79
70229	02/01/2018	Printed	MUNISERVICES,LLC	BOND CONSULTING SERVICES		275.00
70230	02/01/2018	Printed	NORTH AMERICAN RESCUE LLC	HOLDERS FOR VESTS-FD		36,283.12
70231	02/01/2018	Printed	OFFICE DEPOT, INC.	OFFICE SUPPLIES		917.35
70232	02/01/2018	Printed	HENRY PEREA	CONTRACT CITY MANAGER SERVICES-JAN 18		10,000.00
70233	02/01/2018	Printed	PG&E	UTILITIES-JANUARY 2018		18,359.26
70234	02/01/2018	Printed	PURCHASE POWER	POSTAGE REFILL-CH		1,005.00
70235	02/01/2018	Printed	MELINDA RAMOS	SPRINK AWAKENING VOCAL COACH		300.00
70236	02/01/2018	Printed	ANTHONY RODRIGUEZ	SPRING AWAKENING BAND		200.00
70237	02/01/2018	Printed	RRM DESIGN GROUP	NEW FIRE STATION DESIGN-JAN 18		1,544.20
70238	02/01/2018	Printed	ALEXANDRA RUIZ	SPRING AWAKENING BAND		200.00
70239	02/01/2018	Printed	SECOND CHANCE ANIMAL SHELTER	MONTHLY SUPPORT PAYMENT-FEB 18		6,978.00

## CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
70240	02/01/2018	Printed	SELMA COMMUNITY ENHANCEMENT	GRANT-VIP RADIOS REIMBURSEMENT		3,000.00
70241	02/01/2018	Printed	SELMA GIRLS SOFTBALL LEAGUE	SHAFFER RESTROOM STALL DOOR		500.00
70242	02/01/2018	Printed	SELMA UNIFIED SCHOOL DISTRICT	FUEL-DECEMBER 2017		12,094.13
70243	02/01/2018	Printed	SEQUOIA SAFETY COUNCIL, INC.	FIREMED PATIENT DOS 9/7/17		200.00
70244	02/01/2018	Printed	SIGNWORKS	BUSINESS LIC OVERPAYMENT REIMB		89.00
70245	02/01/2018	Printed	DAKOTA WALLACE SIMPSON	SPRING AWAKENING BAND		200.00
70246	02/01/2018	Printed	MATTHEW SMOKE	SPRING AWAKENING BAND		200.00
70247	02/01/2018	Printed	SOUTH COUNTY VETERINARY	MONTHLY FREEZER USE-DEC 17		175.00
70248	02/01/2018	Printed	SPARKLETTES	WATER SERVICE		159.17
70249	02/01/2018	Printed	SUPERIOR VISION INSURANCE INC	VISION INSURANCE PREM-FEB 18		1,620.19
70250	02/01/2018	Printed	THE CRISCOM COMPANY	POLICE/SEWER INFRASTRUCTURE-FEB 18		4,500.00
70251	02/01/2018	Printed	TAMARA THOMAS	SPRING AWAKENING T-SHIRTS		1,039.79
70252	02/01/2018	Printed	U.S. BANCORP EQUIPMENT FINANCE	COPY MACHINE LEASE-FEBRUARY 18		1,063.70
70253	02/01/2018	Printed	U.S. BANK CORPORATE PMT SYSTEM	CALCARD CHARGES 12/23-1/22/18		18,259.80
70254	02/01/2018	Printed	UMPQUA BANK	2015 REFI BOND		276,260.72
70255	02/01/2018	Printed	UNITY IT	MDT MANAGED SERVICES-DEC 17		1,903.05
70256	02/01/2018	Printed	VERIZON WIRELESS	AIRCARDS 12/19/17-1/18/18		585.00
70257	02/01/2018	Printed	VINCENT COMMUNICATIONS INC	RADIO REPAIR		266.31
<b>TOTAL</b>						<b>725,566.92</b>

Grant: G

PD Station Bond: PDSB

PD State Appropriation: PDSA

Reimbursement: R

**US BANK INVOICE FOR CALCARD CHARGES: 12/23/17-1/22/18**

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
CALEB GARCIA	12/21/2017	VALERO, FRESNO CA	FUEL	701-9200-600.257.000	53.39
CALEB GARCIA	12/27/2017	76, FRESNO CA	FUEL	701-9200-600.257.000	51.75
CALEB GARCIA	1/1/2018	SHELL OIL, DUBLIN CA	FUEL	701-9200-600.257.000	54.68
CALEB GARCIA	1/9/2018	SHELL OIL, FRESNO CA	FUEL	701-9200-600.257.000	54.57
CALEB GARCIA	1/18/2018	BAD BUDS, FRESNO CA	FUEL	701-9200-600.257.000	35.74
CHRISTIE MOORADIAN	12/28/2017	ME AND EDS	OUTSIDE AGENCY HELP LUNCH	100-2100-600.250.000	41.50
CITY OF SELMA SNG RES 1	1/11/2018	76 PASO ROBLES	FUEL	701-9200-600.257.000	58.26
CITY OF SELMA SNG RES 1	1/15/2018	GOLDEN HILL PASO ROBLES	FUEL	701-9200-600.257.000	65.44
CITY OF SELMA STATION 2	1/9/2018	MARCONI SUPPLY	SPARK MODULE FOR STOVE STAT 2	100-2525-600-375.000	100.04
CITY OF SELMA STATION 2	1/20/2018	NELSONS HARDWARE SELMA	MAGNET HOOKS TRAINING CLASS	100-2525-600.250.000	8.66
CITY OF SELMA TRAINING DIV	1/10/2018	HOME DEPOT SELMA	LUMBER FOR TRAINING CENTER	111-2500-600.250.000	2,993.04
DAN RUIZ	1/8/2018	WALMART SELMA	BUILDING SUPPLIES	100-3200-600.250.000	24.85
DAVID LEWIS	1/4/2018	AMAZON.COM	SAMSUNG 32 GIG FLASH DRIVE	100-1600-600.100.000	16.26
DAVID LEWIS	1/16/2018	AMAZON.COM	ARROW FASTENER & STAPLES-HEAVY DUTY	100-1600-600.100.000	15.44
DEBBIE GOMEZ	12/28/2017	WALMART	THUMB DRIVES FOR INVESTIGATIONS	100-2100-600.250.000	275.81
DEBBIE GOMEZ	1/12/2018	THE UPS STORE	MAIL FIREARM PLYMPIA, WA 17-4355	100-2100-600.250.000	11.95
DEBBIE GOMEZ	1/20/2018	FACEBOOK	FRADULENT CHARGES -WILL CREDIT NEXT STATEMENT	800-0000-121.000.000	4.20
DEBBIE GOMEZ	1/20/2018	FACEBOOK	FRADULENT CHARGES -WILL CREDIT NEXT STATEMENT	800-0000-121.000.000	3.21
FINANCE DEPARTMENT	12/21/2017	CALIFORNIA SOCIETY OF MUNICIPAL FINANCE OFFICERS	LUNCH MEETING	100-1600-610.915.000	25.00
FINANCE DEPARTMENT	12/21/2017	CALIFORNIA SOCIETY OF MUNICIPAL	2018 MEMBERSHIP DUES	100-1600-610.900.000	110.00
FINANCE DEPARTMENT	12/21/2017	CALIFORNIA SOCIETY OF MUNICIPAL	LUNCH MEETING	100-1600-610.915.000	25.00
FINANCE DEPARTMENT	1/5/2018	ICSC	3 YEAR PUBLIC AFFILIATE DUES	100-1600-610.900.000	135.00
FINANCE DEPARTMENT	1/5/2018	ICSC	MONTEREY CONFERENCE & DEAL MAKING	100-1600-610.920.000	95.00
FINANCE DEPARTMENT	1/11/2018	PAYPAL	SIGN HERE POST ITS	100-1600-600.100.000	5.06
FINANCE DEPARTMENT	1/11/2018	BNP-ENGINEERING NEWS RECORD	36 MOS ENGINEERING NEWS. PURCHASED FOR ANNUAL CPI REPORT TO	100-1600-610.900.000	78.00
FRANK SANTILLAN	12/24/2018	WALMART SELMA	PD CLEANING SUPPLIES	100-2100-600.250.000	13.42
FRANK SANTILLAN	1/1/2018	PAYPAL	SANTILLAN REVOLVING ACCT	100-0000-123.010.000	17.68
FRANK SANTILLAN	1/2/2018	SAVEMART SELMA	COFFEE	100-2100-600.250.000	10.99
FRANK SANTILLAN	1/6/2018	ORIELY'S	SANTILLAN REVOLVING ACCT	100-0000-123.010.000	5.40
FRANK SANTILLAN	1/6/2018	AUTOZONE	POLICE UNIT CLEANING SUPPLIES	100-2200-600.250.000	9.74
FRANK SANTILLAN	1/5/2018	PAYPAL	SANTILLAN REVOLVING ACCT	100-0000-123.010.000	11.13
FRANK SANTILLAN	1/6/2018	PAYPAL	SANTILLAN REVOLVING ACCT	100-0000-123.010.000	7.85
FRANK SANTILLAN	1/6/2018	PAYPAL	SANTILLAN REVOLVING ACCT	100-0000-123.010.000	42.85
FRANK SANTILLAN	1/8/2018	ELM FEED STORE SELMA	CERDA K9 DOG FOOD	100-2200-600-400-700	62.90
FRANK SANTILLAN	1/8/2018	PAYPAL	SANTILLAN REVOLVING ACCT	100-0000-123.010.000	29.86
FRANK SANTILLAN	1/14/2018	HOME DEPOT SELMA	PAT UNIT PRESSURE WASHER HOSE	100-2200-600.250.000	32.51
FRANK SANTILLAN	1/16/2018	UNIFORMS WAREHOUSE	VIP EQUIPMENT	111-2200-600.250.000	17.85
FRANK SANTILLAN	1/16/2018	UNIQUELY YOURS	VIP ALERATIONS	111-2200-600.250.000	50.00
FRANKIE OLIVARES	1/12/2018	GRANT WRITING USA	GRAT WRITING TRAINING COURSE REFUND	100-1550-610.915.000	(375.00)
GREG GARNER	1/8/2018	STARBUCKS	COFFEE FOR MEETING	100-2100-610.920.000	31.90
JACOB PUMAREJO	12/28/2018	PATCTECH	ONLINE TRAINING COURSE	269-2100-610.915.000	99.00
JACOB PUMAREJO	12/28/2018	VALERO	FUEL	269-2100-600.257.000	65.34
JACOB PUMAREJO	1/2/2018	CHEVRON	FUEL	269-2100-600.257.000	70.45
JACOB PUMAREJO	1/9/2018	SHELL	FUEL	269-2100-600.257.000	76.00
JACOB PUMAREJO	1/10/2018	VALERO	FUEL	269-2100-600.257.000	68.00
JACOB PUMAREJO	1/13/2018	SHELL	FUEL	269-2100-600.257.000	75.00

**US BANK INVOICE FOR CALCARD CHARGES: 12/23/17-1/22/18**

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
JACOB PUMAREJO	1/16/2018	VALERO	FUEL	269-2100-600.257.000	67.43
JACOB PUMAREJO	1/18/2018	2-WAY RADIO GEAR INC.	ANTELLA & BATTERY REPLACEMENT	269-2100-600.250.000	77.75
JACOB PUMAREJO	1/18/2018	SHELL	FUEL	269-2100-600.257.000	79.09
KELLI TELLEZ	12/30/2017	ACCO BRANDS	DRY ERASE CALENDAR-PREVENTION	100-2550-600.250.000	50.96
KELLI TELLEZ	1/19/2018	WALMART	CLEANING SUPPLIES	100-2525-600.250.000	48.69
MICHAEL KIRCHNER	12/29/2017	NELSONS HARDWARE SELMA	SCREWS/BOLTS SR WARMER KITCHEN	100-4500-600.250.000	0.78
MICHAEL KIRCHNER	1/10/2018	COSTCO	PIONEER VILLAGE LIGHTS	601-4100-600.250.000	596.40
MIKE KAIN	1/19/2018	HOME DEPOT SELMA	MOTION DETECTOR	100-2525-600.250.000	49.22
MYRON DYCK	1/9/2018	METRO UNIFORM AND ACCESS.	DEPARTMENT SHOULDER PATCHES	100-2200-600.250.000	485.97
NICOLETTE ANDERSEN	12/28/2017	MUSICAL THEATER INT	LITTLE MERMAID PERUSALS	605-4300-656.540.020	7.00
NICOLETTE ANDERSEN	12/31/2017	WALMART	NEW YEARS EVENT	605-4300-600.250.000	83.41
NICOLETTE ANDERSEN	12/29/2017	OFFICEMAX/OFFICE DEPOT	FED EX SCRIPT RETURN HUNCH	605-4300-656.540.017	131.91
NICOLETTE ANDERSEN	12/28/2017	SUBPLOT STDIOS	CKP ARISTOCATS ARTWORK	100-4300-600.400.000	210.00
NICOLETTE ANDERSEN	1/4/2018	AMAZON	SPRING COSTUMES	605-4300-656.540.018	25.80
NICOLETTE ANDERSEN	1/3/2018	OFFICEMAX/OFFICE DEPOT	OFFICE SUPPLIES	100-4300-600.250.000	132.39
NICOLETTE ANDERSEN	1/3/2017	THE HOME DEPOT	SPRING SET SUPPLIES	605-4300-656.540.018	278.40
NICOLETTE ANDERSEN	1/4/2018	VENDINI TICKETS	TICKET STOCK FOR BOCA PRINTER	605-4300-600.250.000	274.64
NICOLETTE ANDERSEN	1/5/2018	AMAZON	SPRING COSTUMES	605-4300-656.540.018	33.79
NICOLETTE ANDERSEN	1/9/2018	WALMART	OFFICE SUPPLIES / DESK	100-4300-600.250.000	38.28
NICOLETTE ANDERSEN	1/14/2018	THE HOME DEPOT	SPRING SET SUPPLIES	605-4300-656.540.018	285.53
NICOLETTE ANDERSEN	1/9/2018	FREEPEOPLE	SPRING COSTUMES REFUND	605-4300-656.540.018	(105.14)
NICOLETTE ANDERSEN	1/5/2018	THE HOME DEPOT	SPRING SET SUPPLIES	605-4300-656.540.018	141.17
NICOLETTE ANDERSEN	1/17/2018	WALMART	SPRING PROPS	605-4300-656.540.018	19.30
NICOLETTE ANDERSEN	1/16/2018	THE HOME DEPOT	SPRING SET SUPPLIES	605-4300-656.540.018	33.52
NICOLETTE ANDERSEN	1/17/2018	RETAIL RESOURCE	COSTUME HANGERS	605-4300-656.540.018	24.77
POLICE DEPT NO 2	12/22/2017	ELM AVE FEED SELMA	K9 FOOD	100-2200-600.250.000	115.98
POLICE DEPT NO 2	1/2/2018	ELM AVE FEED SELMA	K9 FOOD	100-2200-600.250.000	62.90
POLICE DEPT NO 2	1/17/2018	ELM AVE FEED SELMA	K9 FOOD	100-2200-600.250.000	62.90
POLICE DEPT NO 2	1/17/2018	PET SUPPLIES PLUS	K9 BARK COLLAR	100-2200-600.250.000	84.20
RECREATION DEPT-ALLIE CONTRERAS	1/10/2018	SMART N FINAL	BINGO CON	805-0000-226.200.000	74.20
RECREATION DEPT-EMILY DIXON	1/16/2018	JOANNS	CKP COSTUMES	100-4300.600.250.000	239.82
RECREATION DEPT-EMILY DIXON	1/16/2018	WAL-MART	CKP SUPLIES	100-4300.600.250.000	16.79
RECREATION DEPT-EMILY DIXON	1/16/2018	AMERICAN VET	CKP COSTUMES	100-4300.600.250.000	29.15
RECREATION DEPT-EMILY DIXON	1/20/2018	HOME DEPOT	SPRING AWAKENING SET	605-4300.656.540.018	226.25
RECREATION DEPT-TONI HILL	12/22/2017	WALMART	CHRISTMAS PARTY LUNCH	805-0000-226.200.000	125.79
RECREATION DEPT-TONI HILL	12/27/2017	WALMART	FORKS, BROOM, DUST PAN,DISH SOAP	100-4500-600.250.000	64.41
RECREATION DEPT-TONI HILL	1/3/2018	WALMART	DISH PANS(3) CERTIFICATE FRAMES	100-4500-600.250.000	44.84
RECREATION DEPT-TONI HILL	1/5/2018	PANDERIA VANESSA	MORNING PASTRIES	805-0000-226.200.000	12.40
RECREATION DEPT-TONI HILL	12/29/2017	WALMART	KITCHEN SUPPLIES	100-4500-600.250.000	65.08
RENE GARZA	1/18/2018	GALLS	TACTICAL BOOTS FOR PATROL	100-0000-123.010.000	111.95
REYNA RIVERA	12/4/2018	WM SUPERCENTER SELMA	SPC COUNCIL MEETING SUPPLIES	100-1100-610.920.000	22.40
REYNA RIVERA	12/4/2018	PANADERIA VANESSA, SELMA	SPC COUNCIL MEETING SUPPLIES	100-1100-610.920.000	20.50
REYNA RIVERA	1/17/2018	WM SUPERCENTER SELMA	MEETING SUPPLIES	100-2300-610.920.000	70.69
RICHARD FIGUEROA	1/16/2018	WALMART SELMA	THUMBDRIVE 17-5423	100-2100-600.250.000	75.87
RICHARD FIGUEROA	1/18/2018	CVS KINGSBURG	THUMBDRIVE 17-5423	100-2100-600.250.000	88.09
ROMEO SHIPLEE	12/8/2017	CENTRAL SANITARY SUPPLY	JANITORIAL SUPPLIES FOR ART CENTER	605-4300-600.250.000	40.50
ROMEO SHIPLEE	12/1/2017	CENTRAL SANITARY SUPPLY	JANITORIAL SUPPLIES FOR ART CENTER	605-4300-600.250.000	186.05
ROMEO SHIPLEE	1/10/2018	NELSON'S ACE HARDWARE	SPECIAL SUPPLIES - PARKS	100-5300-600.250.000	87.84
ROMEO SHIPLEE	1/4/2018	CROWN SHORTLOAD CONCRETE	CONCRETE FOR SIDEWALK REPAIR - 1801 SECOND	214-5400-600.250.000	865.63
ROMEO SHIPLEE	1/11/2018	GRAINGER	HARD HATS FOR CITY ENGINEERS	100-5100-600.250.000	39.63

**US BANK INVOICE FOR CALCARD CHARGES: 12/23/17-1/22/18**

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
ROMEO SHIPLEE	1/11/2018	GRAINGER	INFRARED THERMOMETER	100-5100-600.305.000	87.30
ROMEO SHIPLEE	1/4/2018	AMAZON.COM	DESK FOR CODE ENFORCEMENT OFFICER	100-1600-600.100.000	507.78
ROMEO SHIPLEE	12/26/2017	MCCAIN	(2) POWER SUPPLY UNITS FOR TRAFFIC SIGNAL CABINETS	214-5400-600.250.000	347.12
SHANE FERRELL	1/3/2018	NELSON'S ACE HARDWARE	SPECIAL SUPPLIES - PARKS	100-5300-600.250.000	3.54
SHANE FERRELL	1/16/2018	NELSON'S ACE HARDWARE	MATERIALS FOR SIDEWALK REPAIR - MEASURE C FLEX	214-5400-600.250.000	16.77
SHANE FERRELL	12/28/2017	NELSON'S ACE HARDWARE	CONCRETE FOR SIDEWALK REPAIR - MEASURE C FLEX	214-5400-600.250.000	21.65
SHANE FERRELL	1/4/2018	NELSON'S ACE HARDWARE	UNIFORM EXPENSE - RUBBER BOOTS	100-5300-600.300.000	33.18
SHANE FERRELL	1/4/2018	NELSON'S ACE HARDWARE	UNIFORM EXPENSE - RUBBER BOOTS	210-5400-600.300.000	33.18
SHANE FERRELL	12/26/2017	NELSON'S ACE HARDWARE	HARDWARE FOR SAFETY SIGNS - MEASURE C FLEX	214-5400-600.250.000	51.70
SHANE FERRELL	1/9/2018	NELSON'S ACE HARDWARE	SPECIAL SUPPLIES - PARKS	100-5300-600.250.000	58.10
SHANE FERRELL	1/2/2018	NELSON'S ACE HARDWARE	SPECIAL SUPPLIES - BUILDING	702-9300-600.250.000	62.95
SHANE FERRELL	12/28/2017	NELSON'S ACE HARDWARE	MISCELLANEOUS JANITORIAL SUPPLIES - BUILDING	702-9300-600.250.000	75.21
SHANE FERRELL	12/28/2017	NELSON'S ACE HARDWARE	STREET PAINTING SUPPLIES - MEASURE C FLEX	214-5400-600.250.000	121.59
SHANE FERRELL	12/26/2017	NELSON'S ACE HARDWARE	SPECIAL SUPPLIES - STREETS	210-5400-600.250.000	142.14
SHANE FERRELL	1/2/2018	NELSON'S ACE HARDWARE	SPECIAL SUPPLIES - STREETS	210-5400-600.250.000	145.84
SHANE FERRELL	12/28/2017	HOME DEPOT	MATERIALS FOR SIDEWALK REPAIR - MEASURE C FLEX	214-5400-600.250.000	10.69
SHANE FERRELL	1/8/2018	HOME DEPOT	SPECIAL SUPPLIES - PARKS	100-5300-600.250.000	13.04
SHANE FERRELL	1/3/2018	HOME DEPOT	SUPPLIES FOR SIDEWALK REPAIR - MEASURE C FLEX	214-5400-600.250.000	29.42
SHANE FERRELL	1/16/2018	HOME DEPOT	SUPPLIES FOR SIDEWALK REPAIR - MEASURE C FLEX	214-5400-600.250.000	70.86
SHANE FERRELL	1/1/2018	ELM AVENUE FEED	UNIFORM EXPENSE - RUBBER BOOTS	210-5400-600.300.000	24.95
STEVE GIBBS	12/26/2017	NAPA AUTO PARTS	CREDIT FOR RETURN	800-0000-121.000.000	(70.82)
STEVE GIBBS	12/21/2017	NAPA AUTO PARTS	AUTO PARTS	701-9200-600.256.000	3.22
STEVE GIBBS	12/27/2017	NAPA AUTO PARTS	AUTO PARTS	701-9200-600.256.000	5.74
STEVE GIBBS	1/19/2018	NAPA AUTO PARTS	AUTO PARTS - #804	701-9200-600.256.000	15.18
STEVE GIBBS	12/28/2017	NAPA AUTO PARTS	AUTO PARTS - SHOP	701-9200-600.256.000	15.41
STEVE GIBBS	1/9/2018	NAPA AUTO PARTS	AUTO PARTS - SHOP	701-9200-600.256.000	31.61
STEVE GIBBS	1/2/2018	NAPA AUTO PARTS	AUTO PARTS	701-9200-600.256.000	49.36
STEVE GIBBS	12/27/2017	NAPA AUTO PARTS	AUTO PARTS	701-9200-600.256.000	56.40
STEVE GIBBS	12/26/2017	NAPA AUTO PARTS	AUTO PARTS - RETURNED 12/26/17	800-0000-121.000.000	70.82
STEVE GIBBS	1/3/2018	NAPA AUTO PARTS	AUTO PARTS	701-9200-600.256.000	90.86
STEVE GIBBS	1/8/2018	NAPA AUTO PARTS	AUTO PARTS - #1315	701-9200-600.256.000	113.11
STEVE GIBBS	1/10/2018	NAPA AUTO PARTS	AUTO PARTS	701-9200-600.256.000	119.21
STEVE GIBBS	1/3/2018	NAPA AUTO PARTS	AUTO PARTS - SHOP	701-9200-600.256.000	120.16
STEVE GIBBS	12/26/2017	NAPA AUTO PARTS	AUTO PARTS	701-9200-600.256.000	124.92
STEVE GIBBS	12/21/2017	NAPA AUTO PARTS	AUTO PARTS - STOCK	701-9200-600.256.000	130.10
STEVE GIBBS	1/9/2018	SELMA AUTO SUPPLY	AUTO PARTS - SHOP	701-9200-600.256.000	9.20
STEVE GIBBS	12/21/2017	SWANSON FAHRNEY FORD	AUTO SERVICE REPAIR - #182	701-9200-600.457.000	47.49
STEVE GIBBS	12/21/2017	BATTERY SYSTEMS	AUTO PARTS	701-9200-600.256.000	52.73
STEVE GIBBS	12/30/2017	LES SCHWAB	AUTO PARTS	701-9200-600.256.000	92.85
STEVE GIBBS	1/3/2018	LES SCHWAB	AUTO SERVICE REPAIR - #170	701-9200-600.457.000	1,196.86
STEVE GIBBS	1/2/2018	LES SCHWAB	AUTO SERVICE REPAIR - #179	701-9200-600.457.000	1,630.81
STEVE GIBBS	1/2/2018	NELSON'S POWER CENTER	AUTO PARTS - #3201	701-9200-600.256.000	81.35
STEVE GIBBS	12/27/2017	NELSON'S POWER CENTER	AUTO PARTS - #2737	701-9200-600.256.000	115.86
STEVE GIBBS	1/18/2018	PBM SUPPLY & MFG	AUTO PARTS - #2738	701-9200-600.256.000	48.72
STEVE GIBBS	1/9/2018	ZEE MEDICAL SERVICE CO.	FIRST AID KIT SUPPLIES - PARKS	100-5300-600.250.000	22.76
STEVE GIBBS	1/9/2018	ZEE MEDICAL SERVICE CO.	FIRST AID KIT SUPPLIES - FLEET	701-9200-600.250.000	22.76
STEVE GIBBS	1/9/2018	ZEE MEDICAL SERVICE CO.	FIRST AID KIT SUPPLIES - STREETS	210-5400-600.250.000	22.77
STEVE GIBBS	1/8/2018	PAPE MACHINERY	AUTO PARTS -	701-9200-600.256.000	149.49
TERRY REID	1/16/2018	METRO UNIFORM	EXPLORER RANCH INSIGNIA PINS	800-0000-121.000.000	37.58
TERRY REID	1/20/2018	VALERO - T MART	FUEL (PUMPS DOWN)	100-2200-620.100.000	54.25

agenda item 1.e.

# US BANK INVOICE FOR CALCARD CHARGES: 12/23/17-1/22/18

## TRANSACTION

EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
TESLA NASON	1/2/2018	GOVTJOBS	CITY MANAGER AD	100-1400-600.200.000	299.00
TESLA NASON	1/2/2018	CALIFORNIA CITY NEWS	CITY MANAGER AD	100-1400-600.200.000	225.00
TESLA NASON	1/19/2018	ICMA	CITY MANAGER AD	100-1400-600.200.000	643.50
TIM CANNON	1/18/2018	PLANTINUM PERFORMANCE	K9 JOINT SUPPLEMENT	100-2200-600.250.000	105.89
					<hr/> 18,259.80

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

February 20, 2018

---

---

**ITEM NO:**

2.

**SUBJECT:**

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

---

---

**DISCUSSION:**

Due to increased costs associated with maintaining all LLMD areas in the City of Selma, it will be necessary to adjust 2018/2019 assessment amounts in order to recoup expenses.

Tonight's action is to review the proposed rates and authorize the mailing of the "Notice of Public Hearing" to all property owners in the LLMD District. The public hearing needs to be held at least 45 days after mailing. If council so directs, notices will be mailed to the property owners paying for LLMD services and a public protest hearing for the new rates will be set for the May 7<sup>th</sup> Council meeting.

---

---

**RECOMMENDATION:**

Review proposed rates and authorize mailing of Prop 218 "Notice of Public Hearing", set public hearing for May 7 , 2018.

---

/s/ Daniel K. Bond

Daniel K. Bond, City Engineer

---

02/16/2018

Date

---

/s/ Henry Perea

Henry Perea, Interim City Manager

---

02/16/2018

Date

---

# C I T Y O F S E L M A

---

1710 TUCKER STREET • SELMA, CALIFORNIA 93662

---

Dear Property Owner:

This notice explains the proposed Landscaping & Lighting Maintenance District assessment increase for residents within the City of Selma. The proposed assessment increase will be recommended to the Selma City Council at the date, time and location specified below in the Notice of Public Hearing.

**Esta notificación describe en detalle la propuesta para aumentar la tarifa municipal la cual le da servicio a su propiedad. Favor de pedirle a alguien que se lo traduzca si usted no entiende o lee ingles.**

## NOTICE OF PUBLIC HEARING

Public Hearing for the proposed LLMD assessment increase will be held on:

**Date: Monday, May 7, 2018**

**Time: 6:00 p.m., or as soon as possible thereafter**

**Place: City of Selma City Hall, Council Chambers, 1710 Tucker Street, Selma, CA 93662**

This notice has been sent to all property owners who own property in an LLMD zone in the City of Selma. If adopted, the LLMD assessment increase will become effective July 1, 2018. This notice also describes how to file a protest against the proposed assessment increase.

## WHAT IS THE PROPOSED LLMD ASSESSMENT FOR 2018-2019?

<u>Zone #</u>	<u>Zone Name</u>	<u>2017/2018 Assessment per lot</u>	<u>Proposed 2018/2019 Assessment per lot</u>	<u>Increase/Decrease per lot</u>
1	Nelson East	\$110.72	\$114.14	\$3.42
2	Nelson West	\$134.06	\$141.82	\$7.76
3	Dinuba-Thompson	\$104.42	\$109.98	\$5.56
4	Dancer Meadows	\$114.82	\$120.86	\$6.04
5	Suncrest	\$138.66	\$148.92	\$10.26
6	Blossom Ranch	\$102.30	\$106.82	\$4.52
7	Sundance	\$99.30	\$105.34	\$6.04
8	Rosewood Estates	\$139.96	\$166.88	\$26.92
9	Vineyard Estates	\$85.02	\$ 87.18	\$2.16
11	Royal Country Estates	\$124.52	\$156.60	\$32.08

## WHY ARE LLMD ASSESSMENTS BEING INCREASED?

To continue the City of Selma's long tradition of providing reliable service to our citizens, assessment increases are needed to cover increasing operational costs.

## NOTE TO RESIDENTIAL PROPERTY OWNERS:

In the City of Selma, the LLMD assessment is the responsibility of the property owner. The LLMD assessment is included on the Fresno County Property Tax bill as a special assessment. Owners are entitled to submit a written protest and either you or your representative may appear at the LLMD assessment protest hearing.

## HOW DO I PROTEST THE PROPOSED RATE INCREASE?

Under Proposition 218, if you are the owner of record for a parcel or parcels subject to the proposed assessment change, you may submit a written protest against the proposed LLMD assessment increase to the City Clerk at or before the time set for the public hearing. If written protests are filed by a majority (51%) of the affected property owners, the applicable proposed assessment increase will not be imposed.

Written protests regarding the proposed assessment change may be mailed to: City Clerk, City of Selma, 1710 Tucker Street, Selma, CA 93662. Written protests may also be personally delivered to the City Clerk at this address. To be valid, a protest must be in writing and received by the City Clerk on or before the time of the protest hearing.

You may obtain more information on the assessment increase by contacting the City of Selma – Joan Ferrales, Administrative Assistant, Public Works Department at (559) 891-2215.



**CITY OF SELMA**  
**2018-2019 PREVIOUS VS PROPOSED LLMD ASSESSMENT**

#	Zone Name	TAX ID #	# of Lots	PG&E	Water	Grounds Maint - PW	Incidental Expenses	Total Cost/Area	Proposed 2018-2019 Assessment		Previous 2017-2018 Assessment		Increase/Decrease	
									Lot	Area	Lot	Area	Lot	Area
1	Nelson East	6645	359	359.82	9,344.20	29,922.14	1,351.77	40,977.93	114.14	40,976.26	110.72	39,748.48	3.42	1,227.78
2	Nelson West	6646	427	404.13	23,178.33	35,589.84	1,386.71	60,559.01	141.82	60,557.14	134.06	57,243.62	7.76	3,313.52
3	Dinuba-Thompson	6647	201	359.90	4,160.13	16,753.06	834.22	22,107.31	109.98	22,105.98	104.42	20,988.42	5.56	1,117.56
4	Dancer Meadows	6648	213	245.08	6,941.28	17,753.25	803.45	25,743.06	120.86	25,743.18	114.82	24,456.66	6.04	1,286.52
5	Suncrest	6639	88	119.94	5,163.26	7,334.67	487.71	13,105.59	148.92	13,104.96	138.66	12,202.08	10.26	902.88
6	Blossom Ranch	6641	63	120.06	1,057.27	5,250.96	302.12	6,730.41	106.82	6,729.66	102.30	6,444.90	4.52	284.76
7	Sundance	6649	172	119.94	3,054.66	14,335.95	609.18	18,119.73	105.34	18,118.48	99.30	17,079.60	6.04	1,038.88
8	Rosewood Estates	6642	254	362.83	20,006.24	21,170.54	850.54	42,390.15	166.88	42,387.52	139.96	35,549.84	26.92	6,837.68
9	Vineyard Estates	6637	40	-	-	3,333.94	153.48	3,487.42	87.18	3,487.20	85.02	3,400.80	2.16	86.40
11	Royal Country Estates	6654	59	239.94	3,748.11	4,917.57	333.97	9,239.59	156.60	9,239.40	124.52	7,346.68	32.08	1,892.72
<b>2018-2019 TOTALS</b>			<b>1876</b>	<b>2,331.64</b>	<b>76,653.48</b>	<b>156,361.92</b>	<b>7,113.15</b>	<b>242,460.19</b>		<b>242,449.78</b>		<b>224,461.08</b>		<b>17,988.70</b>
<b>2017-2018 TOTALS</b>			<b>1876</b>	<b>2,322.51</b>	<b>61,337.16</b>	<b>147,637.75</b>	<b>13,159.11</b>	<b>224,456.53</b>						
Increase/Decrease			0	9.13	15,316.32	8,724.17	-6,045.96	18,003.66						

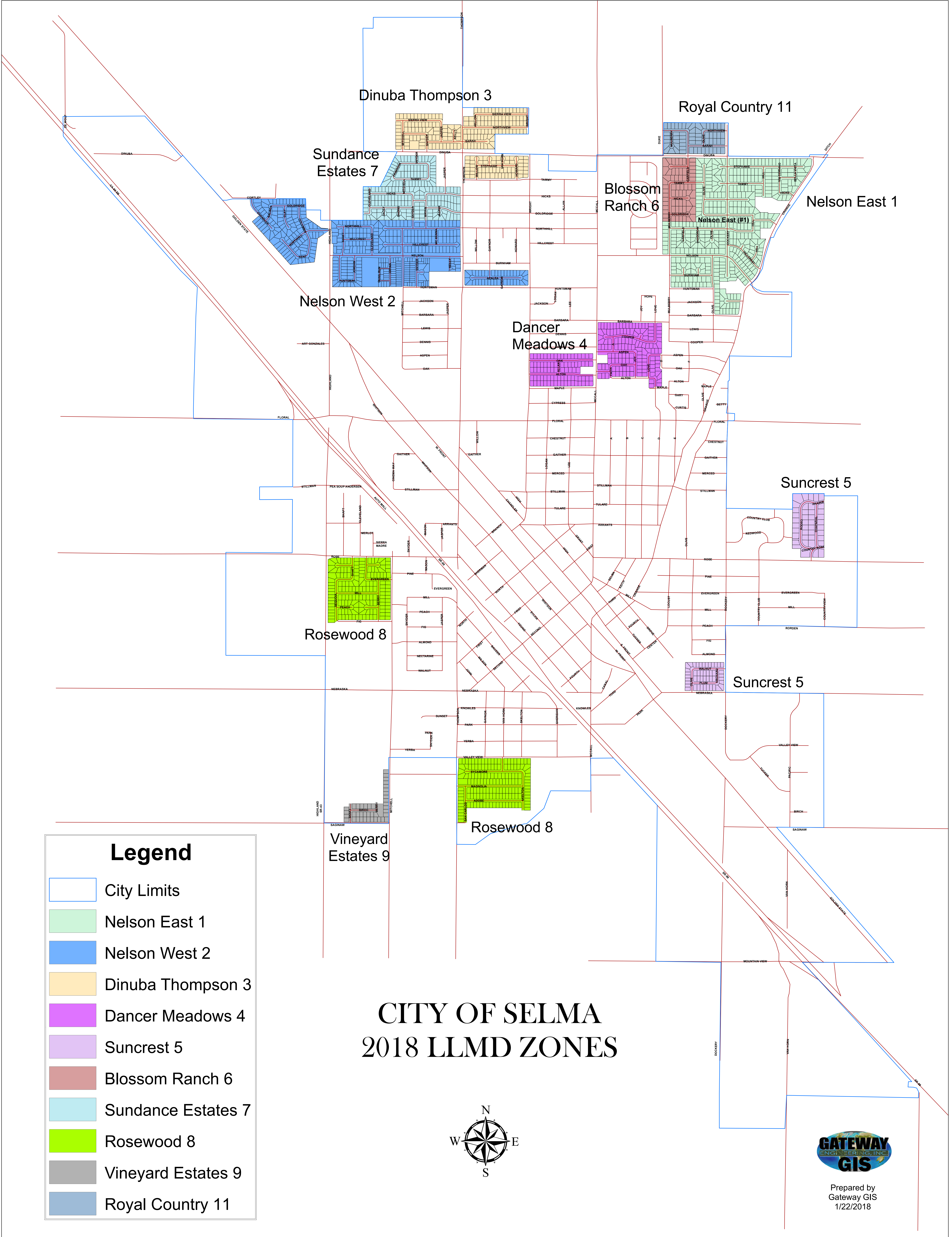
Increase in water usage

Increase in labor charge

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

The last increase to the LLMD assessment was last year, approved by the Council 05/15/2017, affecting the 2017/2018 tax roll.







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

February 20, 2018

---

---

**ITEM NO:**

**3.**  
**SUBJECT:** Introduction and First Reading of Ordinance Approving a Development Agreement Between the City and Karamjit Singh Nijjar.

---

---

**DISCUSSION:** On February 21, 2006 the City Council approved Vesting Tentative Tract Map No. 5519 ("Tract 5519") for the development of 66 residential units on approximately 20 acres in the City of Selma. As a result of the financial impacts of the 'great recession' the California Legislature approved a series of extensions to subdivision maps beyond the time period in which they would ordinarily expire by operation of law. The final 24 month extension approved by the Legislature extended the expiration of Tract 5519 to February 21, 2018. Government Code §66452.6 provides that the expiration of an approved Vesting Tentative Tract Map may be extended by a development agreement for the term of the development agreement.

The proposed development agreement, which must be approved by ordinance, will facilitate the completion of the approved development and will extend the expiration of the current map for the term of the development agreement which is two years. The proposed development agreement requires full compliance with all of the conditions imposed by the City when Tract 5519 was approved by Resolution No. 2006-14R and all subsequent approvals related to the project must fully comply with the City's General Plan, the approved tentative map, and all applicable ordinances, codes, and regulations. The resolution approving the project including the terms and conditions of approval, and the development fees related to the project are attached to and incorporated into the development agreement. Tract 5519 was included in the City of Selma 2035 General Plan, is consistent with the General Plan, and therefore the development agreement is also consistent with the City's 2035 General Plan.

Environmental review for Tract 5519 was done by the City Council when it considered approval of Tract 5519 and the City Council adopted and certified a Negative Declaration for the project.



RECORDING REQUESTED BY:  
AND WHEN RECORDED MAIL TO:

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

---

DEVELOPMENT AGREEMENT - VESTING TENTATIVE TRACT MAP NO.5519

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this 20<sup>th</sup> day of February 2018, by and between the City of Selma, a municipal corporation (hereinafter referred to as "City"), and Karamjit Singh Nijjar, ("Developer). City and Developer are from time to time referred to individually as a "Party" and collectively as the "Parties."

1. RECITALS

This Agreement is predicated upon the following recitals, which, are incorporated into and made a part of this Agreement.

1.1 Code Authorizations. The City, a general law city, is authorized pursuant to Article 2.5 of Chapter 4 of Title 7 of the Government Code, Sections 65864 through 65869.5 ("Development Agreement Statute"), to enter into development agreements with persons having legal or equitable interests in real property for the development of such property in order to establish certainty in the development process. This Agreement has been processed, considered, approved and executed in accordance with the Development Agreement Statute and the Selma Municipal Code.

1.2 Developer/Property. Developer owns certain real property located in the City of Selma, County of Fresno, California, which is the subject property of Vesting Tentative Tract Map No. 5519 ("Project" or "VTTM No. 5519" or "Tract 5519") more particularly described in Exhibit A, attached hereto and incorporated herein, which real property is the subject matter of this Agreement ("Real Property")

1.3 Interest of Developer. Developer represents that it has an equitable or a legal interest, as described in Section 1.2, in the Real Property and that all other persons holding legal or equitable interests in the Real Property are to be bound by this Agreement. Developer will provide a current preliminary title report at the time of approval of this Agreement to establish the legal interests.

1.4 Project. Developer intends to develop the Real Property to be used as 66 residential lots ("Project"). The Project was approved by the City Council of the City of Selma by Resolution

{00016436.DOCX;1}



No 2006-14R on February 21, 2006, with a finding that the Project was consistent with the General Plan, the adoption of a negative declaration, imposing conditions of approval, dedications and/or mitigation measures and approving other entitlements(s) or conditions which together are referred to herein as the Project Approvals.

1.5 Benefits/Burdens - Intent of Parties. City and Developer desire to enter into this Agreement in order to facilitate the development of the Real Property. Developer and City have determined that the Project is a development project for which this Agreement is appropriate; that this Agreement will reduce uncertainty in planning and provide for a more orderly development of the Real Property, insure timely installation of necessary improvements; provide for public services appropriate to the development of the Real Property; insure attainment of the maximum effective utilization of resources within the City at the least economic cost to its citizens; and otherwise achieve the goals and purposes of the Development Agreement Statute.

1.5.1 The Project will require the construction of substantial public improvements. Certain development risks and uncertainties associated with the magnitude and long-term nature of the Project, including the cost of portions of the public improvements, could discourage and deter Developer from making the long-term commitments necessary to fully develop the Real Property. The parties desire to enter into this Agreement in order to reduce or eliminate uncertainties associated with the development of the Project over which City has control and to set development fees, so that they are specific and certain.

1.5.2 In exchange for these benefits to City, together with the public benefits to be served by the development of the Real Property, Developer desires to receive the assurance that it may proceed with development of the Real Property in accordance with the existing ordinances, resolutions, policies and regulations of City, the terms and conditions contained in this Agreement, and the Subsequent Approvals as defined in Section 7.2 of this Agreement.

1.5.3 The assurances provided to Developer in this Agreement are provided pursuant to, and as contemplated by, the Development Agreement Statute as consideration for the undertakings of Developer as set forth in this Agreement, and are intended by City to be and have been relied upon by Developer in undertaking the obligations and covenants provided in this Agreement and will be relied upon to an even greater degree in expending monies and making improvements pursuant to this Agreement.

1.5.4 This Agreement will promote and encourage the development of the Real Property and other City infrastructure by providing Developer with a greater degree of certainty as to its ability to expeditiously and economically complete the Project. The parties agree that the consideration to be received by City pursuant to this Agreement and the rights secured to Developer hereunder constitute good and sufficient consideration to support the mutual covenants and agreements.

1.5.5 The parties intend by this Agreement to accomplish and accommodate the respective goals and desires set forth in these recitals.

{00016436.DOCX;1}

1.6 City's Position. City, by electing to enter into contractual agreements such as this one, acknowledges that the obligations of City shall survive beyond the term or terms of the present City Council members, that such action will serve to bind City and future Councils to the obligations thereby undertaken, and this Agreement shall limit the future exercise of certain governmental and proprietary powers of City. By approving this Agreement, the City Council has elected to exercise certain governmental powers at the time of entering into this Agreement, rather than deferring its actions to some undetermined future date. The terms and conditions of this Agreement have undergone extensive review by City and its Council and have been found to be fair, just, and reasonable. City has concluded that the pursuit of the Project will serve the best interests of its citizens and the public health, safety and welfare will be served best by entering into this obligation. City acknowledges that Developer would not consider or engage in the Project without the assurances this Agreement provides.

1.7 City Council Actions. On \_\_\_\_\_, 2018, the City Council, after providing public notice as required by law, held a public hearing on the Project Approvals and took the following actions: (a) made findings that the provisions of this Agreement are consistent with the General Plan, as well as all other applicable plans, policies and regulations of City, including existing development regulations is in the best interests of the health, safety, and general welfare of City, its residents, and the public; is entered into pursuant to, and constitutes a present exercise of, City's police power; and is entered into pursuant to, and in compliance with, the requirements of Government Code section 65867 ; and (b) adopted Ordinance No. \_\_\_\_\_ approving and authorizing the execution of this Agreement effective on \_\_\_\_\_, 2018.

## 2. DEFINITIONS

In this Agreement, unless the context otherwise requires:

- 2.1 "Agreement" means this Development Agreement.
- 2.2 "CEQA" means the California Environmental Quality Act.
- 2.3 "City" means the City of Selma, California.
- 2.4 "City Manager" means the person holding the office of City Manager of City.
- 2.5 "Conditions of Approval" means all conditions attached to the Project Approvals and Subsequent Approvals.
- 2.6 "Default" has the meaning given in Section 11.1.
- 2.7 "Developer" means the person, persons or entity(ies) having a legal or equitable interest in the Real Property as described in Exhibit A and includes the Developer's successors in interest.
- 2.8 "Development Agreement Statute" has the meaning given in Section 1.1.

{00016436.DOCX;1}



2.9 "Effective Date" has the meaning given in Section 4.1.

2.10 "Events of Default" means an event of default under this Agreement, as defined in Section 11.1 hereof.

2.11 "Project" has the meaning given in Section 1.4.

2.12 "Project Approvals" means Resolution No. 2006-14R and all other approvals received or required by the Rules, Regulations and Official Policies.

2.13 "Real Property" means that real property as more particularly described in Exhibit A and incorporated herein by reference.

2.14 "Rules, Regulations and Official Policies" has the meaning set forth in Section 7.6.

2.15 "Subsequent Approvals" has the meaning set forth in Section 7.2.

### 3. EXHIBITS

The following documents are referred to in this Agreement, and are incorporated herein as though set forth in full:

<u>Designation</u>	<u>Descriptions</u>
Exhibit A	Legal Description of the Real Property
Exhibit B	City of Selma Resolution No. 2006-14R
Exhibit C	Fee Schedule

### 4. GENERAL PROVISIONS

4.1 Effective Date. This Agreement shall become effective upon the date the ordinance approving this Agreement becomes effective ("Effective Date").

4.2 Property Subject to the Agreement. This Agreement applies to and governs the development of the Real Property.

4.3 Duration of Agreement. The term of this Agreement shall commence on the Effective Date and shall expire on the second (2nd) anniversary of the Effective Date, unless extended by written mutual agreement of the parties. Expiration of this Agreement shall not affect any rights of Developer arising from the Project Approvals, Subsequent Approvals or other permits and entitlements granted by City prior to, concurrently with, or subsequent to the Effective Date of this Agreement.

{00016436.DOCX;1}



4.4 Burden on Real Property. The parties agree that this Agreement is a burden on and runs with title to the Real Property. All of the provisions contained in this Agreement shall be binding upon the parties and their respective heirs, successors and assigns, representatives, lessees, and all other persons acquiring all or a portion of the Project, or any interest therein, whether it by operation of law or any manner whatsoever. All of the provisions contained in this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to California law including, without limitations, California Civil Code §1468. This Agreement shall be recorded with the Fresno County Recorder.

4.5 Prohibition Against Assignment and Change in Ownership Management and Control of the Developer. No voluntary or involuntary successor in interest or assignee of Developer or of its constituent members shall acquire any rights or powers under this Agreement except as expressly set forth herein. The rights and obligations of Developer under this Agreement may not be transferred or assigned without the consent of City, as is more fully set forth in Section 4.5.1, except as is set forth in Section 4.5.2. Any transfer or assignment shall be subject to the provisions of this Agreement. During the term of this Agreement, for any transfer or assignment approved by City under the terms of Section 4.5.1 and for any transfer or assignment for which the City's consent is not required under the terms of Section 4.5.2, any assignee or transferee shall observe and perform all of the duties and obligations of Developer contained in this Agreement insofar as such duties may be transferred or assigned to another party and insofar as such duties relate to the development of the Real Property acquired by the assignee or transferee.

4.5.1 The qualifications and identities comprising Developer are of particular concern to City. It is because of these qualifications and identities that City has entered into this Agreement with Developer. Except as expressly provided in Section 4.5.2 and other sections of this Agreement, Developer shall not assign all or any part of this Agreement without the prior written approval of City, which approval shall not be unreasonably withheld. City shall make a determination as to whether it consents to such a change in ownership or assignment within sixty (60) days of the request being made by Developer, so long as Developer and the prospective transferee or assignee provide the information requested by City upon which to base such a decision within the first fifteen (15) days of the sixty (60) day time period. The scope of review by City for City's approval is limited to financial capacity and experience to assure ability to meet the requirements of this Agreement.

4.5.2 Prior consent of City is not necessary for the voluntary assignment or transfer of the benefits of this Agreement as follows:

(a) A transfer to a limited partnership of which Developer is a general partner, a subsidiary corporation controlled by Developer, or a parent corporation which owns a controlling interest in Developer.

(b) A transfer or assignment made as a part of the transfer, assignment, or sale of a completed residential unit. For the purposes of this section, the term "completed residential unit" shall mean a lot which is fully developed, habitable and has had an occupancy permit issued by City.

{00016436.DOCX;1}

4.5.3 Developer and any proposed successor in interest shall cooperate with City in providing information necessary for review hereunder. Developer shall promptly notify City of any and all changes in the identity of the parties in control of Developer or the degree thereof, of which it or any of its members have been notified or otherwise have knowledge or information. This Agreement may be terminated by City if there is any "significant change" (voluntary or involuntary) in membership or control of Developer (other than such changes occasioned by the death or incapacity of any individual) prior to expiration of this Agreement, other than a change in ownership, assignment or transfer for which the City's prior consent was obtained pursuant to Section 4.5.1, or which is exempt from the consent requirement by virtue of Section 4.5.2. A change shall be considered to be a "significant change" for the purposes of interpreting this Agreement if it results in a change in ownership of forty-nine percent (49%) or more of Developer, particularly if it results in forty-nine percent (49%) or more of Developer being owned by someone who is not an owner of any part of Developer on the Effective Date of this Agreement.

4.5.4 For any transfer or conveyance approved by City or for which City's approval is not necessary, the transferee shall succeed to all of Developer's rights and obligations under this Agreement, and upon recordation of the deed conveying title to the transferred property subject to this Agreement, Developer shall have no further rights or obligations under this Agreement, except for any such rights and obligations that accrued prior to the recordation of the deed. Developer shall provide City with written notification of the transfer and a copy of the deed within ten (10) days of the recordation of the deed.

## 5. AMENDMENT OR CANCELLATION OF AGREEMENT

5.1 This Agreement may be amended from time to time by the mutual consent of the parties hereto but only in the same manner as its adoption by an ordinance as set forth in Government Code sections 65867, 65867.5 and 65868. The term "this Agreement" or "Development Agreement" used herein shall include any such amendment properly approved and executed.

5.1.1 Any amendment to this Agreement which does not relate to the term, permitted uses, provisions for reservation and dedication of land, or conditions, terms, restrictions and requirements relating to subsequent discretionary actions, monetary contributions by Developer or any conditions or covenants relating to the use of the Real Property shall not require notice or public hearing pursuant to Government Code sections 65867, 65867.5 and 65868.

5.1.2 The parties acknowledge that this Agreement, like all agreements, may be subject to interpretation. The City Manager (with the advice and consent of the City Attorney's office) may issue written interpretations of this Agreement without the necessity of prior consultation with the City Council. A copy of any written interpretation shall be given to both Developer and the City Council. If Developer disagrees with any interpretation, Developer may appeal that interpretation to the City Council, by means of a notice in writing to the City Council specifying the basis of Developer's disagreement with the interpretation. Within thirty (30) days after receipt of Developer's written appeal of an interpretation, the Council shall schedule the matter for hearing at the next regularly scheduled Council meeting or, if the Council deems it appropriate, at the next regularly scheduled Planning Commission meeting. If the Council refers

{00016436.DOCX;1}



the matter to the Planning Commission, the Commission shall make a recommendation to the Council within ten (10) days of the Planning Commission hearing. The Council shall then determine, within thirty (30) days of its receipt of the Planning Commission's recommendation, whether the Council agrees with the interpretation by the City Manager or if it deems it appropriate to modify or withdraw the interpretation of the City Manager. The Council may, on its own motion, take up an interpretation of the City Manager and at the next regularly scheduled Council meeting the Council shall decide whether it agrees with the interpretation or if it deems it appropriate to modify or withdraw the City Manager's interpretation. The decision of the Council as to an interpretation shall be considered a final determination of the issue and, therefore, an exhaustion of administrative remedies.

5.1.3 Any amendment of the Project Approvals by either the City Manager or City, whichever is applicable, pursuant to Section 5.2 of this Agreement, shall not require an amendment to this Agreement. Subsequent Approvals which are consistent with the Rules, Regulation and Official Policies shall also not require an amendment to this Agreement. Such Subsequent Approvals shall be incorporated into this Agreement with new exhibits, and shall be an integral part hereof.

5.1.4 City shall not impose, as a condition to any amendment to this Agreement, any new fee, exaction, dedication or other imposition not otherwise permitted under this Agreement, except to the extent the amendment will directly result in new burdens or impacts requiring additional mitigation or insofar as such amendment results in new or additional unmitigated significant environmental impacts. Exactions or fees imposed as a condition of any amendment pursuant to this Section shall be in accordance with the City laws, rules, ordinances or other regulations in effect at the time the amendment is made.

5.1.5 This Agreement may be canceled at any time by mutual written consent of the parties.

5.2 Amendment of Project Approvals. Upon the written request of Developer for an amendment or modification to the Project Approvals, the City Manager shall determine whether the requested amendment or modification is a minor amendment or modification. If the City Manager finds that the proposed amendment is a minor amendment or modification, the City Manager may approve the proposed amendment without notice or public hearing.

5.2.1 The term "minor amendment or modification" shall include but not be limited to each of the following: (a) the location of buildings, streets and roadways and other physical facilities, or (b) the configuration of particular parcels, lots or development areas. For purposes of this Agreement, the determination whether such amendment or modification is minor shall be made by reference to whether the amendment or modification is minor in the context of the overall Project.

5.2.2 In no case may any changes be made which, singularly or cumulatively, substantively alter the Project Approvals, as originally approved, without notice, hearing and approval by the City Council and, insofar as it is required by State law, the City's Planning Commission. For purposes of this Agreement, and notwithstanding any City ordinance or {00016436.DOCX;1}

resolution to the contrary, lot line adjustments (consistent with the provisions of Section 66412(d) of the Government Code and any applicable section of the Municipal Code of the City of Selma), not increasing or reducing density shall be deemed minor amendments or modifications.

5.3 Binding Effect of Agreement. The provisions of this Agreement shall constitute covenants or servitudes which shall run with the land comprising the Real Property, and the burdens and benefits hereof shall bind and inure to the benefit of all estates and interests in the Real Property and all successors in interest of the parties hereto.

5.4 Notices. All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid. Notice required to be given to City shall be addressed as follows:

City of Selma  
City Hall  
1710 Tucker Street  
Selma, CA 93662  
Attention: City Manager

Notice required to be given to Developer shall be addressed as follows:

---

A party may change its address by giving notice in writing to the other party. Thereafter, notices, demands and other pertinent correspondence shall be addressed and transmitted to the new address.

## 6. CONFLICTS OF LAW

6.1 Conflict of City and State or Federal Laws. In the event that State or federal laws or regulations enacted after the Effective Date of this Agreement prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by City, each party shall provide the other party with written notice of such State or federal restriction, a copy of such regulation or policy and a statement concerning the conflict with the provisions of this Agreement. The parties shall, within thirty (30) days after the dispatch of such notice, meet and confer in good faith in a reasonable attempt to modify this Agreement to comply with such federal or State law or regulation.

6.2 Council Hearing. After the parties have met and conferred pursuant to Section 6.1 hereof, regardless of whether the parties have reached an agreement on the effect of the change in the federal or State law or regulation upon this Agreement, the matter shall be scheduled for hearing before the Council. Written notice of such hearing shall be given pursuant to Government Code section 65867 or the then applicable statute. The Council, at such hearing, shall determine the exact modification or suspension necessitated by such federal or State law or regulation. Developer, at the hearing, shall have the right to offer oral and written testimony.

{00016436.DOCX;1}



6.3 Cooperation in Securing Permits. City shall cooperate with Developer in the securing of any permits or approvals which may be required as a result of such modification or suspensions made pursuant to Section 6.2 hereof. Such cooperation does not include any financial participation or cost to the City other than financial participation or cost which is fully reimbursed to City by Developer.

## 7. DEVELOPMENT OF REAL PROPERTY

7.1 Permitted Uses. The Real Property shall be used in accordance with the Project Approvals and for such other uses that may be mutually agreed upon by the parties hereto in compliance with the applicable provisions of Section 5 relating to the amendment of this Agreement. Said uses and development standards, including, the maximum height, setback, parking, and other standards (collectively, "Development Standards") that shall apply to the development of the Real Property are more particularly described in the Selma Municipal Code, the Rules, Regulations and Official Policies and in the Project Approvals.

7.2 Subsequent Approvals. The Project Approvals may include, without limitation to, additional development entitlements and permits, including, multiple vesting or non-vesting tentative subdivision maps, final vesting map(s), site plan approvals, multiple planned development zoning district approvals, use and grading permits, lot line adjustments, sewer and water connections, design review, building permits and certificates of occupancy or other approvals (collectively, "Subsequent Approvals") to accomplish the goals, objectives, policies and plans of the Project Approvals, as they may be amended pursuant to this Agreement. City intends to exercise a reasonable right of review to insure compliance with this Agreement before approval and issuance of any Subsequent Approvals. Subsequent Approvals shall be reviewed by City on a timely basis in accordance with Section 8.2 and approved by City only if the Subsequent Approvals are consistent with the plans, goals and policies of the Project Approvals and with the Rules, Regulations and Official Policies. References to the Subsequent Approvals shall include all conditions of approval imposed in connection therewith.

7.3 Permitted Density of Development. The Real Property shall be developed to no greater density or level of intensity than indicated in the approved maps, plans, permits or other regulatory devices constituting the Project Approvals.

7.4 Maximum Height and Size of Structures. The maximum height and size of structures to be constructed upon the Real Property shall be governed by the approved map, site plans, permits or other regulatory devices constituting the Project Approvals.

7.5 Vested Right to Develop. Developer shall have the vested right to develop the Project in accordance with the Project Approvals and the Rules, Regulations and Official Policies.

7.6 Rules, Regulations, Official Policies. "Rules, Regulations and Official Policies" shall mean and include (a) those City rules, regulation and policies, including without limitation, the City of Selma Municipal Code and Selma General Plan, that are operative and in force and {00016436.DOCX;1}

effect as of the Effective Date and are consistent with this Agreement; (b) the Project Approvals and any Subsequent Approvals; (c) the rights and obligations contained in this Agreement; (d) current Uniform Building Code and other uniform construction codes, but only to the extent such codes are in effect on a City-wide basis and are applied to all similarly-situated development in the City; (e) the fees attached as Exhibit C; and (f) City Laws adopted by City after the Effective Date, or by the voters of the City after the Effective Date through their referendum and initiative powers (collectively, "New City Laws").

7.7 Fees and Dedications. Developer shall make only those contributions and dedications and pay only those fees expressly prescribed in this Agreement or in force and applicable to the Project as of the Effective Date of this Agreement and the following:

(a) Processing Fees. City may charge processing fees for land use approvals, building permits and other similar permits and entitlements which fees are in force and effect on a City-wide basis at the time Developer applies for and except as provided to the contrary in this Agreement. Such fees shall not be increased after submission of the application unless justified by an increase in the estimated reasonable cost to City for performing the work for which the particular fee is paid, and limited to an amount which will compensate City for the estimated reasonable cost and increases incurred, as permitted pursuant to Government Code sections 54990, et seq.

(b) Taxing Power. City may impose additional fees, dedications or exactions ("Additional Fees") which meet one of the following definitions: (1) they are directly imposed by another governmental agency; or (2) they are uniformly imposed on all comparable development projects within City and are required solely to provide capital infrastructure facilities or improvements needed for health and safety reasons, which the City could not have been aware of on the Effective Date, (ii) are a direct result of the Project, and (iii) are otherwise consistent with Government Code section 66000, et seq. Additional Fees shall in no event include fees, dedications or exactions relating to child care, public art, parks and recreation or other similar fees, dedications or exactions. Furthermore, the conditions, exactions, dedications, fees or regulations applicable to the Project as provided in the Project Approvals (including this Agreement), shall not be subject to modifications or renegotiation by City whether as a result of an amendment to any of the Project Approvals, the granting of a Subsequent Approval or as a result of the filing of any new subdivision map or parcel map, or any resubdivision of the Property (including a merger or lot line adjustment, as defined in Section 5.2.3 above, or the creation of new lots within a designated remainder parcel) or otherwise. Provided, however, that if the new map or resubdivision of the Property increases the overall density of the Project or requires a General Plan change, City may impose additional fees on the new units added by the new map or resubdivision.

(c) Increases. Fees, dedications or exactions authorized under this Agreement may be increased from time to time as otherwise permitted by law to account for inflation and increased costs. If required by State or federal law in order to update fees, then such fees may be increased from time to time using construction cost estimates, provided that such increases are uniformly applicable to all comparable residential development projects within City.

{00016436.DOCX;1}



(d) Taxes and Assessments. City shall not subject the Real Property, or any part thereof, to any special taxes, liens or assessments not applicable to the residents of City as a whole, over the protest of the owners of a majority of the Real Property. City shall give Developer notice of any proposal to impose such a special tax, lien or assessment, and an opportunity to be heard. City shall not subject the Real Property, or any part thereof to any special tax, lien or assessment not Generally Applicable to the residents of City as a whole, over the protest of Developer. For purposes of this subsection 7.7(d).

(i) "Generally Applicable" is defined to mean that the Real Property shall not carry a greater proportionate share of the special tax, lien or assessment than property with similar zoning elsewhere in City.

## 8. ENVIRONMENTAL COMPLIANCE

8.1.1 In exercising its legislative discretion to enter into this Agreement, City has reviewed and certified the Project Negative Declaration as adequate to support approval of this Agreement.

### 8.1.2 Environmental Findings.

(a) City has reviewed and considered the potential adverse environmental impacts related to all aspects of the contemplated Project, including, without limitation, the potential demands the Project will make on local and regional streets, highways, parks and recreation areas, water capacity and water lines, sewer capacity and sewer lines, flood and storm drain systems, and energy conservation, and the effect on school capacity, traffic, pedestrian safety, noise and air quality impacts. City has further reviewed and considered a variety of assumptions, the projected future regional and cumulative environmental demands that will compete with the Project for available capacities and cumulatively add to potential adverse impacts. In so doing, City has considered, among other things, the possibilities that:

(i) Federal, local, regional and State plans, if any, for provision of new infrastructure systems or expansion of existing infrastructure system may be delayed, modified; or

(ii) The types, intensities, and amount of future regional development may exceed or otherwise be different from that currently being planned by City and other local agencies; and

(iii) Regional and development generated demands on infrastructure and utility improvements to be constructed as a part of the Project may exceed in either the short run, or the long run, the allocated capacities for such demands.

(iv) City has determined that completion of the Project in the manner contemplated will itself provide the mitigation measure needed to alleviate short run and long run potential adverse environmental impacts, and that the public benefits of the Project

{00016436.DOCX;1}

override any potential adverse environmental impacts which may arise during the development period.

8.1.3 Subsequent Environmental Review. In connection with its processing of Developer's applications for any Subsequent Approvals pursuant to CEQA, City shall not require an environmental impact report except as may be required by Section 21166 of the California Public Resources Code and City shall: utilize the existing environmental impact report for the General Plan and the Project Negative Declaration to the fullest extent permitted by law; promptly commence and process any and all initial studies and assessments required by CEQA, if any; use all reasonable means to ensure that the Project and/or any Subsequent Approvals that constitute a "project" under CEQA shall be allowed to proceed pursuant to an exemption under CEQA or pursuant to a negative declaration; shall not require an initial study or negative declaration for any portion of the Project that is in substantial conformance with the General Plan; and shall not impose or require any environmental alternatives or mitigation measures ("Restrictive Measures") that would prevent or impede development of the Project, make the Project more expensive to carry out, or require an increase or reduction in the density or intensity of the Project. City has determined that development of the Project will provide specific economic, social and other community benefits that outweigh and override any environmental impacts and make infeasible any such Restrictive Measures; accordingly, to the maximum extent legally permissible, the City shall reject such Restrictive Measures as infeasible on the basis that, among other things, Government Code § 65866 and this Agreement legally bar the implementation of such measures and that the Project provides specific economic, social and other community benefits which outweigh, override and make infeasible any such Restrictive Measures.

8.1.4 Cumulative Impacts. To the extent that development other than the Project ("New Development") is proposed within the jurisdictional limits of City during the term of this Agreement, City agrees that any environmental document prepared for the New Development pursuant to CEQA will consider the entire buildout of the Project as part of any cumulative impacts analysis for the New Development. The parties intend the foregoing provisions of this Section 8.1.4 to be a summary of the present requirements of the California Environmental Quality Act in regard to cumulative impacts.

8.1.5 Duty to Hold Harmless, Indemnify, Defend. The Developer shall indemnify, hold harmless and defend City and each of its officers, officials and employees from any and all liability, loss, debts, costs, and damages (whether in mandamus, breach of the California Environmental Quality Act or breach of any other related law, whether sounding in contract, tort or strict liability including but not limited to attorney's fees, court costs, damage and damages for breach of contract, tort or statutory penalties) incurred by City and from any and all claims, demands, actions and proceedings in law or equity (whether or not well founded) brought by another public agency or any other person, not a party to this Agreement, arising directly or indirectly out of the City's agreement to require no additional studies, investigations, reports or mitigation measures to comply with CEQA, other than those set forth in this Agreement. The preceding sentence shall not apply to any liability, loss, debts, costs or damages caused by the negligence or willful misconduct of City. This duty of Developer is separate and apart from and

{00016436.DOCX;1}



in addition to any similar obligation of Developer arising under other provisions of this Agreement. This duty shall survive the termination of this Agreement.

## 8.2 Cooperation-Implementation.

8.2.1 Processing. If necessary or required, upon satisfactory completion by Developer of all required preliminary actions and payments of appropriate processing fees, if any,

(a) City shall promptly commence and diligently proceed to complete all steps required or necessary for the implementation of this Agreement and the development by Developer of the Real Property in accordance with the Project Approvals, including but not limited to:

(i) the scheduling, convening and concluding of all required public hearings in an expeditious manner consistent with applicable laws and regulations in force as of the date of the application; and

(ii) processing and issuing a decision as to whether City approves, conditionally approves or disapproves, in an expeditious manner, all maps, plans, land use permits, building plans and specifications and other plans relating to the development of the Real Property filed by Developer which are complete and meet the statutory requirements, including but not limited to all zoning, preliminary and final development plans, tentative maps, parcel maps, final maps, resubdivisions, amendments to maps, subdivision improvement agreements, lot line adjustments, encroachments, grading and building permits, associated zoning actions and related matters as necessary for the completion of the development of all lots and parcels comprising the Project, that are in conformance with the General Plan, including reliance upon the Negative Declaration as certified on February 21, 2006, or as amended, to the maximum extent possible in reviewing and approving all such applications relating to the Real Property described in Exhibit A.

(b) Developer shall, in a timely manner, provide City with all documents, applications, plans and other information necessary for City to carry out its obligations hereunder and shall cause Developer's planners, engineers, and all other consultants to submit in a timely manner all required materials and documents therefor.

(c) It is the express intent of the parties to cooperate and diligently work to implement any zoning, final development plan and/or other land use, vesting final map(s), grading or building permits or approvals, which are necessary or desirable in connection with the development of the Project.

(d) If mutually agreed, and if paid for by Developer, City will engage outside consultants, of City's choice, if deemed necessary by City in order to comply with this Section (8).

{00016436.DOCX;1}

8.2.2 Cooperation in the Event of Legal Challenge. In the event of any legal or equitable action or other proceeding instituted by a third party, other governmental entity or official challenging the validity of any provision of this Agreement, Developer shall indemnify, hold harmless and defend City and each of its officers, officials and employees from any and all liability, loss, debts, costs, and damages incurred by City and from any and all claims, demands, actions and proceedings in law or equity (whether or not well founded) arising directly or indirectly out of this Agreement. The preceding sentence shall not apply to any liability, loss, debts, costs or damages caused solely by the negligence or willful misconduct of City. The parties hereby agree to cooperate in defending said action or proceeding.

8.3 Annual Review. Each year during the term of this Agreement beginning on the first (1st) anniversary of the Effective Date, the City Manager shall conduct a review meeting to review the extent of good faith compliance by Developer with the terms of this Agreement. City shall not impose any fees or other exactions as a condition to a finding of good faith compliance with the terms of this Agreement, except for the requirement which is City's current ordinance that Developer reimburse City its administrative costs, including but not limited to the cost of in-house City staff, the cost of any time spent by the City Attorney, the City Engineer and/or the City Planning Consultant. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to Government Code section 65865.1 and pursuant to the provisions of City's ordinance on the subject.

8.3.1 Burden of Proof. At such review meeting, Developer shall be required to demonstrate good faith compliance with the terms of this Agreement pursuant to Government Code section 65865.1 and the applicable City ordinance.

8.3.2 Duty to Disclose. In the manner prescribed in Section 5.4 hereof, City shall deposit in the mail to Developer a copy of all public staff reports, documents and related exhibits concerning Developer's performance hereunder at least ten (10) days prior to any such periodic review.

8.3.3 Deemed Approval. In the event City fails to either (1) hold the annual review meeting; or (2) notify Developer in writing within 30 days following the scheduled date of the review meeting of City's determination as to compliance or noncompliance with the terms of this Agreement, such failure shall be deemed an approval by City of Developer's good faith compliance with the terms of this Agreement.

## 9. DEVELOPMENT AGREEMENT

9.1 Public Improvement Facilities and Services. Developer and its successors in interest agree to provide the public improvements, facilities and services required by the Project Approvals for the Project.

## 10. FEES/REIMBURSEMENT

{00016436.DOCX;1}



10.1 Miscellaneous Fees. Any development fees not already specified in this Agreement shall not be levied or collected unless and until a building permit is issued for that lot. The amount of such fees shall be determined in accordance with the Rules, Regulations and Official Policies in effect on the Effective Date of this Agreement.

10.1.1 Developer shall pay City's reasonable costs and fees associated with City's inspection of all improvements constructed by Developer as part of the Project including, but not limited to, all water systems, sewer systems, storm drainage, streets, alleys and grading. Said fees shall be paid in accordance with City's standard policies in effect as of the effective date of this Agreement.

## 11. DEFAULT, REMEDIES AND TERMINATION

11.1 Events of Default Defined. The following shall be "events of default" under this Agreement, and the terms "Events of Default" and "Default" shall mean, whenever they are used in this Agreement, with respect to the Project, any one or more of the following events:

11.1.1 Failure by Developer to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement or conditions of approval for any of the Project Approvals, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to Developer by City; provided, however, if the failure stated in the notice can be corrected, but not reasonably within such thirty (30) day period, City shall not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Developer within the thirty (30) day period and diligently pursued until the failure is corrected. City Staff may, but is not required, under such circumstances, to extend the time period for completion of the corrective action to a total time not to exceed ninety (90) days. Any extension of time beyond the ninety (90) day time period would require the consent of the City Council after a noticed public hearing.

11.1.2 The filing by Developer or any assignee or successor in interest, of a voluntary petition in bankruptcy, or failure by Developer promptly to lift any execution or attachment on any part of the Project (other than disputed mechanic's liens), or adjudication of Developer as a bankrupt, or assignment by Developer for the benefit of creditors, or the entry by Developer into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Developer in any proceedings instituted under the provisions of the Federal Bankruptcy Act, as amended, or under any similar acts which may hereafter be enacted.

11.1.3 Failure by City to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement on its part to be observed or performed under this Agreement or conditions of approval for any Project Approval, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to City by Developer; provided, however, if the failure stated in the notice can be corrected, but not within such thirty (30) day period, Developer shall not unreasonably withhold its consent to an extension of such time if corrective action is instituted by City within the thirty

{00016436.DOCX;1}

(30) day period and diligently pursued until the failure is corrected. In the event of a default by City resulting in delays in Developer's performance, such default shall serve to excuse a delay of the same period of time in performance by Developer under this Agreement, but shall not constitute grounds for termination or cancellation of this Agreement.

11.2 General Provisions. In the event of default or breach of this Agreement, other than as determined in Section 8.3 hereof, or of its terms or conditions, the party alleging such default or breach shall give the breaching party not less than thirty (30) days Notice of Default in writing, unless the parties extend such time by mutual consent in writing. The time of notice shall be measured from the date of certified mailing. The Notice of Default shall specify the nature of the alleged default, and, where appropriate, the manner and period of time in which said default may be satisfactorily cured. Developer shall be given ninety (90) days from the date of notice in which to cure the specified default. If the nature of the alleged default is such that it cannot reasonably be cured within such ninety (90) day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period. During any period of curing, the party charged shall not be considered in default for the purposes of termination or institution of legal proceedings. If the default is cured, then no default shall exist and the noticing party shall take no further action.

11.2.1 Option to Institute Legal Proceedings or to Terminate. After proper notice and the expiration of said cure period, the noticing party to this Agreement, at its option, may institute legal proceedings or give notice of intent to terminate this Agreement pursuant to Government Code section 65868. Following notice of intent to terminate, the matter shall then be scheduled for consideration and review by the City Council, within thirty (30) days, in the manner set forth in Government Code sections 65865, 65867 and 65868, as amended.

11.2.2 Notice of Termination. Following consideration of the evidence presented before the City Council, either party alleging a default by the other party may, at its option, give written notice of termination of this Agreement to the other party by certified mail. Written notice of termination of this Agreement shall be effective immediately upon certified mailing to the defaulting party.

11.2.3 Waiver. Failure to give or delay in giving notice of default pursuant to this section shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any failure or delay by the other party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default of such rights or remedies or deprive such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

11.3 Default by Developer. Government Code section 65865.1, as amended, requires the Developer to demonstrate its good faith compliance with the terms of this Agreement at least annually. Such a periodic review may result in termination or an agreement to amend this Agreement, provided a default has been established under the terms of this Agreement. City shall not impose any fees or other exactions as a condition to a finding of good faith compliance with the terms of this Agreement.

{00016436.DOCX;1}



11.4 Enforced Delay, Extension of Time of Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default, where delays or defaults are due to war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by other governmental entities, enactment of conflicting State or federal laws or regulations, new or supplementary environmental regulations, litigation, or similar bases for excused performance. At the request of any party, an extension of time for such cause shall be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

11.5 Institution of Legal Action. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to enforce any covenants or agreements herein or to enjoin any threatened or attempted violation thereof; to recover damages for any default; or to obtain any remedies consistent with the purpose of this Agreement. In the event of such action, the prevailing Party shall be entitled to and shall recover from the other Party including but not limited to all costs of litigation including expert witness fees and reasonable attorney fees.

11.6 Applicable Laws.

11.6.1 This Agreement shall be construed and enforced in accordance with the laws of the State of California.

11.6.2 It is further understood that Developer is responsible for compliance with all applicable laws including, but not limited to, the Labor Code, Public Contract Code and Government Code of the State of California. City makes no representation as to the applicability of any laws regarding contracts, and especially public improvements, thereunder. Developer will not hold or seek to hold City liable for any failure by Developer to comply with any such laws without regard to whether City knew, could have known, or should have known as to the necessity of such compliance. The preceding section shall apply in regard to any enforcement action, whether public or private, and whether brought by a public enforcement agency or by private civil litigation, against City with regard to the content of this section.

11.7 Indemnity. Developer shall indemnify, hold harmless and defend City and each of its officers, officials and employees from any and all liability, loss, debts, costs, and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time, property damage and damages for breach of contract or warranty) incurred by City, Developer or any other person, and from any and all claims, demands, actions or proceedings in law or equity (whether or not well founded) brought by Developer or any other person, arising directly or indirectly out of any act, omission or contract of Developer or any of its contractors, subcontractors, materialmen or employees in connection with construction of any of the facilities, work or improvements. The preceding sentence shall not apply to any liability, loss, debts, costs or damages caused solely by the negligence or willful misconduct of City. This duty shall survive the termination of this Agreement.

{00016436.DOCX;1}

## 12. MISCELLANEOUS PROVISIONS

12.1 Rules of Construction. The singular includes the plural; the masculine gender includes the feminine; "shall" and "will" are mandatory; and "may" is permissive.

12.2 Severability. The parties hereto agree that the provisions are severable. If any provision of this Agreement is held invalid, the remainder of this Agreement shall be effective and shall remain in full force and effect unless amended or modified by mutual consent of the parties.

12.3 Entire Agreement, Waivers, Amendment -- Superseding. This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiation or previous agreements between the parties with respect to all or any part of the subject matter hereof. To the extent there are conflicts or inconsistencies between this Agreement and any prior agreement, map approval permit or conditions of approval, the provisions of this Agreement shall prevail. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of City or of Developer. All amendments which are authorized in the manner provided by law must be in writing, signed by the appropriate authorities of City and Developer, in a form suitable for recording in the Office of the Recorder, County of Fresno. Any such amendments shall be promptly recorded. Upon the completion of performance of this Agreement or its earlier revocation and termination, a statement evidencing said completion or revocation signed by the appropriate agents of Developer and City shall be recorded in the Official Records of Fresno County, California.

12.4 Project is a Private Undertaking. It is specifically understood and agreed to by and between the parties hereto that: (1) the Project is a private development; (2) City has no interest or responsibilities for or duty to third parties concerning any improvements until such time and only until such time that City accepts the same pursuant to the provisions of this Agreement or in connection with various subdivision map approvals; (3) Developer shall have full power over and exclusive control of Developer under this Agreement; and (4) the contractual relationship between City and Developer is such that Developer is an independent contractor and not an agent of City.

12.5 Findings of Support. City hereby finds and determines that execution of this Agreement is in the best interest of the public health, safety and general welfare and that the provisions of this Agreement are consistent with the General Plan, as amended.

[Remainder of Page Intentionally Left Blank]

{00016436.DOCX;1}

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the day and year first above written, as authorized by Ordinance No. \_\_\_\_\_ of the City Council.

CITY:

DEVELOPER:

CITY OF Selma,  
A Municipal Corporation

\_\_\_\_\_  
Karamjit singh Nijjar

By: \_\_\_\_\_  
Mayor of the City of Selma

By: \_\_\_\_\_  
\_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Neal E. Costanzo  
City Attorney

By: \_\_\_\_\_  
Attorney for \_\_\_\_\_

{00016436.DOCX;1}

EXHIBIT A

LEGAL DESCRIPTION OF THE REAL PROPERTY

00016420.WPD;1





**SUBJECT PROPERTY**

**Submittal No. 2005-0045**

**Environmental Assessment  
Zone Change, Vesting Tentative Tract Map No. 5519  
East of Highland-North of Nebraska Reorganization-Annexation  
(Dee Neece Esraelian)**

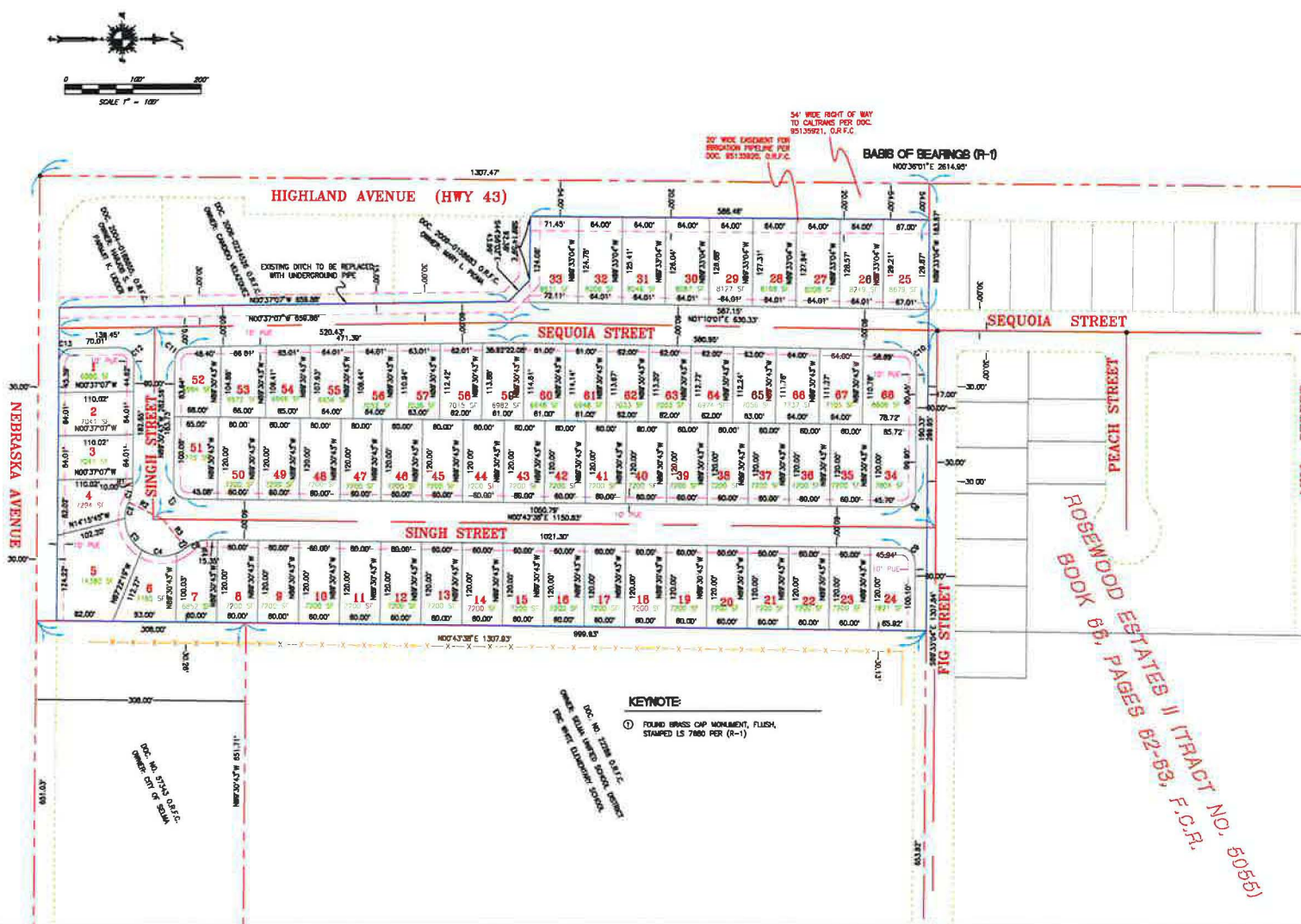


**CITY OF SELMA  
COMMUNITY DEVELOPMENT DEPARTMENT**

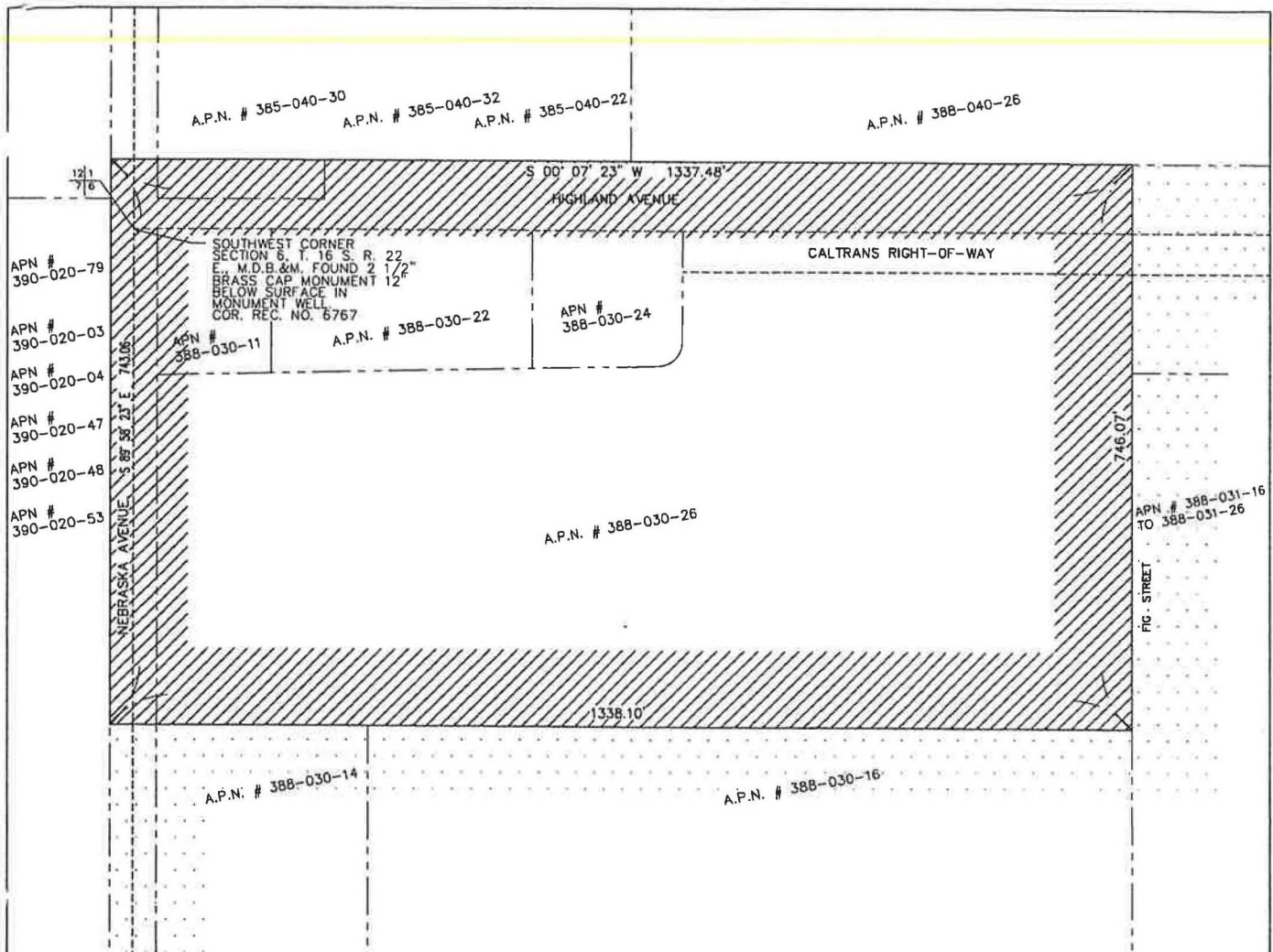


LEGEND	
PUE	PROPOSED UTILITY EASEMENT
F.C.R.	FRESNO COUNTY RECORD
●	FOUND MONUMENT
▲	HOW OFFERED FOR DEDICATION FOR PUBLIC STREET AND UTILITY PURPOSES
△	PREVIOUSLY DEDICATED FOR PUBLIC STREET AND UTILITY PER A-1
—	INDICATES SUBJECT PARCEL BOUNDARY.
—	INDICATES EASEMENT LINE.
—	INDICATES CENTER LINE.
(R-1)	DATA RECORD PER TRACT 5217 RECORDED IN VOLUME 72 AT PAGES 23-25, F.C.R.



CURVE	LENGTH	RADIUS	DELTA
C1	29.00	55.00	26°23'
C2	24.82	55.00	29°51'30"
C3	55.41	55.00	37°43'29"
C4	32.60	55.00	50°23'11"
C5	15.36	55.00	18°11'30"
C6	34.71	55.00	35°38'25"
C7	31.51	55.00	38°01'30"
C8	21.32	20.00	80°18'45"
C9	21.32	20.00	98°43'18"
C10	31.17	30.00	88°18'56"
C11	31.03	20.00	88°53'36"
C12	31.807	20.00	91°8'24"
C13	31.017	20.00	86°53'36"
R1			IN02°29'15"
R2			328°31'34" W
R3			N51°48'28" E
R4			S87°28'16" W







# LEGEND

-  EXISTING CITY AREA
-  AREA TO BE DETACHED FROM THE NORTH CENTRAL FIRE PROTECTION DISTRICT, KINGS RIVER CONSERVATION DISTRICT, AND ANNEXED TO THE CITY OF SELMA.

PREPARED BY:  
YAMABE & HORN ENGINEERING, INC.  
1300 EAST SHAW AVE., SUITE 176  
FRESNO, CA 93710  
(559) 244-3123

PREPARED FOR:  
SYNERGY LAND GROUP  
P.O. BOX 720  
TEMPLETON, CA 93465  
(805) 237-0085

SCALE: 1" = 220'



RES. NO. \_\_\_\_\_ ADOPTED: \_\_\_\_\_

## **NEBRASKA - HIGHLAND** **REORGANIZATION**

**PORTIONS OF SECTION 6, T. 16 S., R. 22 E., M.D.B.&M.**

**TO BE ANNEXED TO THE CITY OF SELMA AND DETACHED FROM THE MID VALLEY FIRE PROTECTION DISTRICT, THE KINGS RIVER CONSERVATION DISTRICT AND CONSOLIDATED IRRIGATION DISTRICT**

FILE NO. \_\_\_\_\_

ANNEX. NO. \_\_\_\_\_

ACRES 22.87±

COUNCIL DISTRICT NO. \_\_\_\_\_

ALLOCATED TO COUNCIL DISTRICT NO. \_\_\_\_\_ AS PER  
COUNCIL DISTRICT MAP \_\_\_\_\_

DRAWN BY: JG  
DATE: 02/16/06  
SCALE: AS NOTED

REVISED:

05-163...05163ANNEX2.DWG

---

**ANNEXATION OF PROPERTY AT HIGHLAND & NEBRASKA  
LEGAL DESCRIPTION**

AREA TO DETACH FROM THE NORTH CENTRAL FIRE PROTECTION DISTRICT AND THE KINGS RIVER CONSERVATION DISTRICT AND ANNEXED TO THE CITY OF SELMA.

THE WEST ½ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 22 EAST, MOUNT DIABLO BASE AND MERIDIAN, STATE OF CALIFORNIA, COUNTY OF FRESNO;

---

EXHIBIT B

CITY OF SELMA RESOLUTION NO. 2006-14R

{00016436.DOCX;1}

**RESOLUTION NO. 2006-14R**

**A RESOLUTION OF THE SELMA CITY COUNCIL OF THE CITY OF SELMA  
APPROVING VESTING TENTATIVE TRACT MAP NO. 5519  
WITH FINDINGS AND CONDITIONS,  
AND ENVIRONMENTAL ASSESSMENT NO. 2005-0045**

**WHEREAS**, on February 21, 2006, the Selma City Council, at a regularly scheduled meeting, considered a request by Synergy Land Group, LLC, on behalf of Dee Neece Esraelian for approximately 66 residential lots in the R-1-7 district. The Vesting Tentative Tract Map was a part of Submittal No. 2005-0045, which also included other applications. The vesting tentative tract map and applications for other entitlements are for approximately twenty (20) acres of property located on northeast corner of Nebraska Avenue and Highland Avenue (SH 43) (APN 388-030-11, 22, 24, 26), pending annexation; and

**WHEREAS**, the concurrent application that was considered with VTTM No. 5519 included a Zone Change to prezone the entire project property to the R-1-7 zone district and C-1 zone districts, and reorganization/annexation; and

**WHEREAS**, the City Council conducted a public hearing, noticed in accordance with all applicable state and local laws, and considered the proposal and the staff report and recommendations together with all public testimony of interested parties; and

**WHEREAS**, the City Council considered the scope of the proposal, reviewed the evidence and determined that Vesting Tentative Tract Map No. 5519 will not have a significant impact on the environment; and

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

**WHEREAS**, based on substantial evidence provided in the Initial Study and the whole record before the Planning Commission for Environmental Assessment No. 2005-0045, it has been determined that there is no possibility this project may have any significant effects on the environment. The City Council certifies the adequacy of the document and adopts the Negative Declaration; and

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

1. The proposed map is consistent with applicable general plans.
2. The proposed vesting tentative tract map design and improvements are consistent with the Selma General Plan and any applicable specific plans because the design complies with the implementation and policies set in the General Plan document.



3. The site is physically suitable for this type of development.
4. The site is physically suitable for the proposed density of this development.
5. The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitat.
6. The design of the subdivision or type of improvements are not likely to cause serious public health problems.
7. The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision.
8. All conditions of approval related to dedications, street improvements, the installation of infrastructure such as sewer and water lines, storm drain facilities, and other public improvements have been evaluated and it has been confirmed that a rough proportionality and/or a required degree of connection exists between the dedication imposed or public improvement required and the proposed development; and

**WHEREAS**, the City Council, having made its findings of fact, was of the opinion that Vesting Tentative Tract Map No. 5519, subject to annexation, should be approved subject to the following certain conditions of approval to be listed and made a part of the Resolution:

***Planning Division***

1. Vesting Tentative Tract Map No. 5519 is approved subject to the conditions as developed.
2. Vesting Tentative Tract Map No. 5519 shall be valid for two (2) years from the date of approval, unless extended in accordance with the Selma Municipal Code. If a Final Tract Map (the 'Tract Map') is not filed and approved prior to the end of the two-year life of the Vesting Tentative Tract Map approval, the Vesting Tentative Tract Map approval shall expire and become null and void.
3. The design improvements of the subdivision shall be consistent with the Selma General Plan and the appropriate residential zone classification. The design and improvements of the Tract Map shall conform to the Selma City Zoning Ordinance or as otherwise permitted by this approval.
4. The Subdivider or successor in interest shall relay all Conditions of Approval for this Vesting Tentative Tract Map to all subsequent purchasers of individual lots if applicable and/or to subsequent purchasers of this entire Tract Map development.
5. The Subdivider or successor in interest shall contact and comply with the requirements of the United States Postal Service - Selma Office - for the cost, location and type of mailbox to be installed if one is to be utilized on-site. The location of the facilities shall be approved by the Engineer prior to approval of improvement plans or any construction. Cluster boxes, when required, shall be installed at the Subdivider's cost by the Subdivider.

6. The Subdivider or successor in interest shall obtain City approval in advance for temporary and permanent signs through a Master Signage Plan in a separate sign review consistent with the development criteria of the Selma Municipal Code Sign Ordinance. Signs require the submittal of a sign application, fees and approval by the Community Development Department prior to installation.
7. The Subdivider or successor in interest shall provide landscaping and irrigation plans for all proposed landscape areas as indicated on the Tract Map for review and approval by the Community Development Department. All irrigation systems shall be operated by an electric timer. No battery operated timers shall be permitted.
8. The Subdivider or successor in interest shall plant two trees in the front yard setbacks of each single family residential lot. The trees shall be located outside of the ten (10) foot public right-of-way as measured from the face of the street curb. The trees within the front yard shall be selected by the lot owner from a list approved by the Community Development Department.
9. All required trees shall be double-staked and tied with durable materials. Planting details shall be clearly shown on the submitted plans. Species of street trees to be planted shall be approved by the Community Development Department. All trees shall be of a fifteen-gallon container size or larger and not less than two inches in diameter, measured four and one half feet from the root ball. The trees must be planted prior to occupancy.
10. Root barriers shall be installed in accordance with City standards for all trees planted within five (5) feet of a sidewalk, curb or masonry/other wall. Landscaping shall be provided on the street side yards of all corner lots.
11. The Tract Map shall show all landscape frontages along streets adjacent to the subject site.
12. The Subdivider or successor in interest shall provide landscaping and irrigation in the area reserved for landscaping within the Caltrans ultimate right-of-way. The planting and trees shall be picked from an approved Caltrans listing of trees and shrubs.
13. The Subdivider or successor in interest shall request annexation of landscaped areas in public rights-of-way [Nebraska, Highland (SH 43), Fig] pursuant to the requirements of the City Engineer. These landscape areas shall be maintained by the developer for 120 days from the day of the Notice of Completion approval and prior to the district formation. The maintenance agreement shall be reviewed and approved by the City Engineer, Caltrans, and the City Attorney.
14. All landscape improvements shall be installed and accepted for maintenance by the City prior to issuance of 20% of the Tract's building permits.
15. The street names designated on the Tract Map are not approved street names. Street names shall be reviewed and approved by the Community Development Department prior to the submission of the Final Map.



16. The proposed subdivision shall meet or exceed all R-1-7 (R-1) Residential Lot Standards, including, but not limited to, lot area, buildable area, dimension and setback requirements, of the City Municipal Code in effect at the time of tentative tract map approval.
17. The Conditions, Covenants and Regulations that are created by the Subdivider or successor in interest shall clearly provide that each single-family dwelling shall project the sense of an individually designed custom home. Each dwelling's front elevation shall be sufficiently unique to prevent the appearance and/or perception of sameness associated with tract homes. Sufficient changes to the roof line, over-hangs, and materials shall be provided as needed to provide such unique appearance for each dwelling. The determination as to satisfaction of this condition of approval is within the discretion of the Building Official, which determination shall not be unreasonably withheld, prior to issuance of each building permit. Such determination may be appealed to the Community Development Director of the City.

#### ***Building Division***

18. All private domestic or agriculture water wells and existing sewage disposal systems shall be safely and properly destroyed under permit and inspection in accordance with Fresno County Health Department standards and under the direction of the Building Official.
19. All necessary building plans shall be submitted for review and approval by the Building Official. All required building permits and inspections shall be obtained prior to the issuance of a Certificate of Occupancy and commencement of operations.
20. The Subdivider or successor in interest shall comply with the most currently adopted version of all California Uniform Codes and regulations as required.

#### ***Engineering Division***

21. The Subdivider or successor in interest shall have a Final Tract Map (the 'Tract Map') prepared in the form prescribed by the Subdivision Map Act and City of Selma Municipal Code. The Tract Map shall be submitted to the Engineer, and should include, but not be limited to, Tract Map, the current filing fee, closure calculations, current preliminary title report, legal descriptions and drawings of required dedications.
22. The Tract Map shall include a "Right to Farm" covenant statement acknowledged by separate recorded instrument to ensure that normal farming operations may continue on adjacent and nearby agricultural uses and properties.
23. The Subdivider or successor in interest shall submit to the Engineer, a set of construction plans on 24" x 36" sheets with City standard title block for all required improvements (the 'Improvement Plans'). The Improvement Plans shall be prepared by a registered civil engineer, and shall include a site grading and drainage plan and an overall site utility plan showing locations and sizes of sewer, water, irrigation, and storm drain mains, laterals, manholes, meters, valves, hydrants, other facilities, such as medians and stamped concrete, etc. Plan check and inspection fees per City of Selma shall be paid with the first submittal of said Improvement Plans. All Improvement Plans shall be approved by the City and all other involved agencies prior to the release of any development permits.

24. The design and construction of all off-site improvements shall be in accordance with City standards and construction specifications. The Subdivider or successor in interest shall furnish to the City acceptable security to guarantee the construction of the off-site street improvements in accordance with the Subdivision Map Act.
25. The Subdivider or successor in interest shall comply with, and be responsible for obtaining encroachment permits from the City of Selma for all work performed within the City's right-of-way.
26. The Subdivider or successor in interest shall agree to pay all applicable updated Community Development Fees prior to Final Map approval by Council.
27. The Subdivider or successor in interest shall provide a dedication for a ten (10) foot public utility easement along all frontages of all lots as approved by the Engineer and the public utilities companies. No public utility easements (electric, gas, cable, telephone, sewer, water) shall be permitted in rear lot setback areas.
28. The Subdivider or successor in interest shall comply with the requirements of the Pacific, Gas and Electric Company (PG&E), SBC, ComCast). The City shall not accept first submittals without proof that the Subdivider has paid the appropriate PG&E engineering fees and provided PG&E with a set of plans showing proposed electrical vaults and proposed sidewalk and curb grades adjacent to the vaults. All PG&E vaults in which lids can not be sloped to match the proposed finished grading shall be located in sidewalk areas with pedestrian lids so the lid slope matches sidewalk cross slope.
29. No above-ground transformer is permitted on the required sidewalk within the public right-of-way. The Subdivider or successor in interest shall utilize screening techniques recommended pursuant to PG&E design descriptions and City Engineer approval.
30. All existing overhead and new utility facilities located on-site, or within the street rights-of-way adjacent to this subdivision shall be under grounded.
31. All underground utilities installed under streets shall be backfilled, compacted, tested and approved by the Engineer prior to placement of any aggregate base or asphalt concrete surfacing. Easements for utilities, including water, gas, telephone, electricity, sewage, pedestrian access, fire access, storm drainage, and irrigation facilities shall be provided, as required.
32. The Subdivider or successor in interest shall install street lights on metal poles to local utility providers' and/or City standards at the locations designated by the Engineer. Street light locations shall be shown on the utility plans submitted with the final map for approval. Proof of local utility provider's approval shall be provided. The design and type of metal poles shall be reviewed and approved by the City Engineer.
33. Drainage, grading, on-site and utility improvements shall be in accordance with plans reviewed and approved by the Engineer. The Subdivider or successor in interest shall be responsible for the preparation of plans prior to the approval of the Final Map. The applicant shall construct storm drainage facilities as deemed necessary by the Engineer to service the



project site. The Final Map shall not be approved prior to the development of storm drainage master plans for the subject site and tributary areas.

34. Grade differentials between lots and adjacent properties shall be adequately shown on the grading plan and shall be treated in a manner in conformance with City of Selma standards (i.e. retaining walls).
35. Design and construction of all street cross sections and required off-site improvements shall be in accordance with City specifications and as approved by the Engineer.
36. The ultimate width of Nebraska Avenue public right-of-way, an arterial street, is 94 feet. Constructed improvements for Nebraska Avenue from west to east shall be consistent with the improvements required for Nebraska Avenue and continued in like manner.
37. All other interior streets shall be constructed as ultimate sixty (60) foot rights-of-way, including standard curb, gutter, park landscape strips, sidewalk, handicap ramps, street lighting and full width permanent paving (40' permanent), pavement marking and signage, pursuant to review and approval by the City Engineer. As noted, the City may require park landscape strips between the curb and sidewalk, within the public right-of-way pursuant to the review and approval by the City Engineer.
38. Traffic and road signs shall be installed in conformance to requirements and as approved by the Engineer.
39. The Subdivider or successor in interest shall enter into a Subdivision Agreement in accordance with the City of Selma Municipal Code prior to approval of the Final Map.
40. The Subdivider or successor in interest shall not install any fences, temporary or permanent in the public right-of-way.
41. The Subdivider or successor in interest shall construct a solid a decorative six (6) foot masonry block wall along the entire length of Nebraska Avenue and Highland Avenue adjacent to the tract map, Fig Street adjacent to lots 23, 24, 57, 58, and access street on Nebraska Avenue adjacent to lots 2 and 3. Design and structural details for the type and style of the wall shall be submitted to the Community Development Department and the Engineer for review and approval by the City Council prior to the approval of the Final Map. The wall shall be a minimum of six feet from the interior of the lots and shall include constructed pilaster columns with a maximum spacing of twenty feet (20') o.c. The materials shall be of decorative block such as brick or split faced concrete block with textured block accents.
42. The Subdivider or successor in interest shall construct a solid six (6) foot masonry block walls between C-1 (Neighborhood Commercial) area and tract map. Design details for the type and style of the wall shall be submitted to the Community Development Department and the Engineer for review and approval prior to the approval of the Final Map and Subdivision Agreement.

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

***Fire Department***

46. Fire hydrants and water supply systems of California Water Company shall be provided in accordance with the specifications of and at locations designated by the Selma Fire Chief. All fire hydrants and mains are to meet City standards and specifications.
47. All weather access shall be provided to all areas of the development during construction to the satisfaction of the Fire Department.
48. The Subdivider or successor in interest shall comply with all applicable requirements of the most recent Uniform Fire Codes and local fire ordinances.

***Selma Unified School District***

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

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

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

***California Water Service Company***

52. The Subdivider or successor in interest shall connect to the Company and comply with all regulations, standards and specifications of the Company.
53. California Water Service Company will extend its mains to serve this development in accordance with the main extension rules of the Public Utilities Commission of the State of California. If and when the Subdivider or the successor in interest has entered into an agreement with the Company and has deposited the estimated cost of making the extension, the Company will install the necessary water mains and serve the project with water at the rates and in accordance with the rules and regulations of the Commission.



### **Caltrans**

54. The applicant shall comply with all of the following Caltrans requirements:
- a. According to Caltrans Transportation Concept Report, this segment of SH 43 in the vicinity of the proposed project is planned for 146 feet. This needs to be shown on a revised site plan and forwarded to Caltrans office for review.
  - b. Curb, gutter and sidewalk need to be installed along the frontage of the development along SR 43. Improvement plans for work within State right-of-way need to be reviewed prior to submitting an encroachment permit application.
  - c. Proposed landscaping improvements along SR 43 will need to be reviewed and approved by the Caltrans Office of Landscape Architecture.
  - d. An Encroachment Permit must be obtained from Caltrans for any work within the State right-of-way. Engineering drawings of all work are to be submitted according to Caltrans preferred method. Work planned within the State right-of-way will be performed to State standards and specifications at no cost to the State.
  - e. Project-related impact on the State highway system and the pro-rata share towards area wide circulation improvements were assessed upon review of the proposed tentative tract map. The applicant shall comply with all applicable improvements, upgrades, and fees as per the rules and regulations of the District. The applicant needs to contribute its pro rata fair share of \$ 27, 687, towards the signalization of SR 43/Rose intersection, as calculated by Caltrans. Upon this Pro-Rate Share being made a condition of approval for this project, Caltrans will enter into a Pro-Rata Share Agreement with the project proponent for the future specified improvements.

### ***San Joaquin Valley Unified Air Pollution Control District***

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

### ***Consolidated Irrigation District***

56. The Subdivider or successor in interest shall comply with all applicable improvements and upgrades as per the rules and regulations of the Consolidated Irrigation District. No Consolidated Irrigation District structures are permitted on private property. All Consolidated Irrigation District structure will be under grounded and properly concealed.

### ***Consolidated Mosquito Abatement District***

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

***County of Fresno Human Health System - Environmental Health***

58. All existing agricultural wells and irrigation systems must be safely and properly destroyed. The Subdivider or successor in interest shall obtain approval from the County of Fresno prior to the removal of any wells and irrigation systems. Well-head installations and abandonments shall be performed exclusively by licensed C-57 Specialty Contractors pursuant to the California State Contractor's Licensing Law.
59. All construction equipment must be maintained according to the manufacturers' specifications, and noise generating construction equipment must be equipped with mufflers. Noise-generation construction activities shall be limited to daytime hours.
60. Any construction materials deemed hazardous as identified in the demolition process must be characterized and disposed of in accordance with current federal, State, and local requirements.
61. Should any underground storage tank(s) be found on the premises, the Subdivider or successor in interest shall apply for and secure an Underground Storage Tank Removal Permit from the Fresno County Department of Community Health, Environmental Health System (559) 445-3271.

***California Regional Water Quality Control Board***

62. The Subdivider or successor in interest is required to comply with the State of California Water Resource Control Board requirements specifically related to the National Pollution Elimination System permit process.
63. The Subdivider or successor interest shall contact the Regional Water Quality Board and comply with all requirements, prior to the release of any development permits.

***CITY ATTORNEY - Defense and Indemnification Provisions:***

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

and whensoever same may appear, either directly or indirectly made or suffered by the Subdivider, the Subdivider's agents, employees, and subcontractors, while engaged in the performance of said work. The preceding sentence shall not apply to any liability, loss, cost, damage and liability caused solely by the negligence (active or passive) or willful misconduct of the City or its agents.

***Additional General Conditions:***

66. A solid block wall is to be installed on all exterior fence lines. It will include the eastern most, western most and southern most boundaries of the project. The solid block wall construction is to include all side yard fence lines facing a public right of way. All solid block walls are to follow the standards as was previously specified in the engineering section.
67. All mechanical equipment (air conditioners or dual pact) will be located in the attic or on the ground on foundations.
68. The Subdivider or successor in interest shall notify and disclose to all potential property owners that they are located adjacent to a public active lighted soccer field with evening operational hours.
69. The Subdivider or successor in interest is responsible to connect to and pay all the necessary fees subject to the new storm drain master plans upon its approval.
70. Fences shall be set with a 12 inch wide concrete mow strip with post construction of masonry or steel. Pressure treated wood posts are allowed.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Selma City Council hereby finds and takes the following actions:

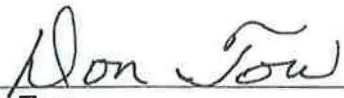
1. The above facts are true and correct.
2. The City Council approves the Negative Declaration (Environmental Assessment No. 2005-0045) for the project and approves Vesting Tentative Tract Map No. 5519 subject to annexation, and subject to the Findings for Approval and Conditions of Approval made part of this Resolution.

\* \* \* \* \*



The foregoing Resolution No. 2006-14R is hereby approved the 21<sup>st</sup> day of February 2006 by the following vote, to wit:

AYES:	5	COUNCIL MEMBERS:	Lujan, Derr, Avalos, Niswander, Tow
NOES:	0	COUNCIL MEMBERS:	None
ABSTAIN:	0	COUNCIL MEMBERS:	None
ABSENT:	0	COUNCIL MEMBERS:	None

  
\_\_\_\_\_  
Don Tow  
Mayor of the City of Selma

ATTEST:


  
Melanie A. Carter, CMC  
City Clerk



EXHIBIT C

FEE SCHEDULE

00016420.WPD;1

**ENR Construction Index, Monthly**

YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	ANN	Annual Increase
2003	6,580.54	6,640.06	6,627.39	6,635.49	6,641.98	6,693.94	6,695.57	6,732.81	6,741.03	6,770.96	6,794.25	6,781.86	6,694.64	
2004	6,824.90	6,861.10	6,956.53	7,016.91	7,064.14	7,109.40	7,125.96	7,187.62	7,298.25	7,313.88	7,311.63	7,308.30	7,114.89	6.28%
2005	7,297.24	7,297.58	7,308.75	7,355.38	7,398.03	7,414.97	7,421.57	7,478.15	7,518.28	7,562.50	7,631.58	7,646.87	7,445.98	4.65%
2006	7,660.29	7,688.90	7,691.72	7,694.40	7,690.72	7,699.59	7,700.00	7,722.66	7,763.15	7,882.53	7,910.81	7,887.62	7,749.37	4.07%
2007	7,879.58	7,879.54	7,856.27	7,862.58	7,942.00	7,983.58	7,959.17	8,007.48	8,049.65	8,045.14	8,091.81	8,089.45	7,970.52	2.85%
2008	8,090.06	8,094.28	8,109.00	8,126.30	8,140.61	8,184.94	8,293.05	8,361.74	8,556.72	8,623.22	8,602.45	8,551.32	8,311.14	4.27%
2009	8,549.06	8,532.73	8,534.05	8,528.39	8,573.87	8,578.28	8,566.14	8,563.80	8,585.71	8,596.31	8,591.79	8,641.45	8,570.13	3.12%
2010	8,660.08	8,671.00	8,671.07	8,676.68	8,761.47	8,804.79	8,864.72	8,837.37	8,857.70	8,920.54	8,950.64	8,952.40	8,800.66	2.69%
2011	8,938.30	8,998.02	9,010.80	9,027.23	9,034.67	9,052.64	9,080.15	9,088.24	9,115.95	9,146.95	9,173.21	9,171.73	9,096.82	3.37%
2012	9,171.73	9,198.29	9,267.57	9,272.95	9,289.65	9,290.00	9,323.58	9,350.99	9,341.03	9,375.52	9,398.41	9,412.25	9,307.66	2.32%
2013	9,437.27	9,453.02	9,455.98	9,483.70	9,515.86	9,542.33	9,551.78	9,545.33	9,551.58	9,688.86	9,666.46	9,667.77	9,546.66	2.57%
2014	9,664.45	9,681.11	9,701.96	9,749.51	9,795.92	9,800.38	9,834.63	9,845.59	9,870.12	9,886.06	9,912.01	9,936.44	9,806.52	2.72%
2015	9,971.96	9,961.75	9,972.38	9,992.34	9,979.00	10,036.38	10,037.40	10,038.79	10,065.09	10,128.32	10,092.38	10,135.00	10,034.23	2.32%
2016	10,132.55	10,181.92	10,242.09	10,279.94	10,315.44	10,337.05	10,379.26	10,385.65	10,403.43	10,434.56	10,442.61	10,442.61	10,331.43	2.96%
2017	10,542.01	10,558.63	10,667.39	10,678.15	10,692.17	10,702.81	10,789.41	10,826.31	10,822.92	10,817.11	10,870.06	10,873.46	10,736.70	3.92%

<http://www.nrcs.usda.gov/wps/portal/nrcs/main/national/technical/econ/prices/>

As of Jan. 2018, Use ENR report dated 01-01-XXXX for inflation rate.

**SCHEDULE OF DEVELOPMENT IMPACT FEES  
FOR LAW ENFORCEMENT FACILITIES, VEHICLES  
AND EQUIPMENT  
Resolution No. 2004-9R Schedule Year 2018  
INFLATION RATE USED FOR 2017 AT 3.92**

The Development Impact Fee for Law Enforcement Facilities, Vehicles and Equipment for the City of Selma is hereby revised as follows:

<u>Zone District</u>		<u>2017</u>		<u>Fee</u>	<u>2018</u>	
				<u>Increase</u>		
Single Family Residential	R-1	\$	528.15	3.92%	\$	548.86 Per Dwelling Unit
Duplex and Multi Family Residential	R-2, R-3, R-4	\$	395.30	3.92%	\$	410.79 Per Dwelling Unit
Commercial Office/Business		\$	0.299	3.92%	\$	0.310 Per Square Foot
Commercaill Retail		\$	0.299	3.92%	\$	0.310 Per Square Foot
Industrial Light Manufacturing	M-1	\$	0.011	3.92%	\$	0.012 Per Square Foot
Industrial Heavy Manufacturing	M-2	\$	0.011	3.92%	\$	0.012 Per Square Foot

**SCHEDULE OF DEVELOPMENT IMPACT FEES  
FOR FIRE SUPPRESSION/MEDIC FACILITIES,  
VEHICLES AND EQUIPMENT  
Resolution No. 2004-9R Schedule Year 2018  
INFLATION RATE USED FOR 2017 AT 3.92**

The Development Impact Fee for Fire Suppression/Medic Facilities, Vehicles and Equipment for the City of Selma  
is hereby revised as follows:

<u><b>Zone District</b></u>		<u><b>Fee</b></u>			
		<u><b>2017</b></u>	<u><b>Increase</b></u>	<u><b>2018</b></u>	
Single Family Residential	R-1	\$ 569.48	3.92%	\$ 591.80	Per Dwelling Unit
Duplex and Multi Family Residential	R-2, R-3, R-4	\$ 779.37	3.92%	\$ 809.92	Per Dwelling Unit
Commercial Office/Business		\$ 0.434	3.92%	\$ 0.451	Per Square Foot
Commercial Retail		\$ 0.398	3.92%	\$ 0.414	Per Square Foot
Industrial Light Manufacturing	M-1	\$ 0.091	3.92%	\$ 0.095	Per Square Foot
Industrial Heavy Manufacturing	M-2	\$ 0.145	3.92%	\$ 0.151	Per Square Foot



**SCHEDULE OF DEVELOPMENT IMPACT FEES  
FOR GENERAL FACILITIES, VEHICLES AND EQUIPMENT  
Resolution No. 2004-9R Schedule Year 2018  
INFLATION RATE USED FOR 2017 AT 3.92**

To provide funds to mitigate the impact of new development in the community on the general city facilities and equipment (i.e., public works, administration) used to provide those services.

<u>Zone District</u>		<u>2017</u>		<u>Fee</u>	<u>2018</u>	
				<u>Increase</u>		
Single Family Residential	R-1	\$	1,535.59	3.92%	\$	1,595.79 Per Dwelling Unit
Duplex and Multi Family Residential	R-2, R-3, R-4	\$	1,535.59	3.92%	\$	1,595.79 Per Dwelling Unit
Commercial Office/Business		\$	0.628	3.92%	\$	0.653 Per Square Foot
Commercaill Retail		\$	0.628	3.92%	\$	0.653 Per Square Foot
Industrial Light Manufacturing	M-1	\$	0.628	3.92%	\$	0.653 Per Square Foot
Industrial Heavy Manufacturing	M-2	\$	0.628	3.92%	\$	0.653 Per Square Foot

**SCHEDULE OF DEVELOPMENT IMPACT FEES  
FOR STORM DRAINAGE FACILITIES  
Resolution No. 2004-9R Schedule Year 2018  
INFLATION RATE USED FOR 2017 AT 3.92**

To provide for appropriate flood control and storm drainage facilities for the community due to the impact of new residential development.

<u>Zone District</u>		<u>2017</u>	<u>Fee</u> <u>Increase</u>	<u>2018</u>	
Single Family Residential	R-1	\$ 6,066.75	3.92%	\$ 6,304.57	Per Acre
Duplex and Multi Family Residential	R-2, R-3, R-4	\$ 10,111.76	3.92%	\$ 10,508.14	Per Acre
Commercial Office/Business		\$ 16,176.968	3.92%	\$ 16,811.11	Per Acre
Commercial Retail		\$ 16,176.968	3.92%	\$ 16,811.11	Per Acre
Industrial Light Manufacturing	M-1	\$ 14,155.233	3.92%	\$ 14,710.12	Per Acre
Industrial Heavy Manufacturing	M-2	\$ 14,155.233	3.92%	\$ 14,710.12	Per Acre

**SCHEDULE OF DEVELOPMENT IMPACT FEES  
FOR CIRCULATION SYSTEM (STREETS, SIGNALS AND BRIDGES)  
Resolution No. 2004-9R Schedule Year 2018  
INFLATION RATE USED FOR 2017 AT 3.92**

To provide funds to mitigate the impact of new development in the community on the streets and traffic signals used to provide those services.

	2017			Increase			2018				
Land Use	ADT Rate Per Seat		Cost Per	ADT Cost Per			ADT Rate Per Seat		Cost Per	ADT Cost Per	
	Room, KSF, or Unit (1)		Trip Mile	Room, KSF or Unit			Room, KSF, or Unit (1)		Trip Mile	Room, KSF or Unit	
Residential Land Uses											
Single Family Detached	14.74	Unit	498.38	4759.54	Unit	3.92%	15.32	Unit	517.92	4946.11	Unit
Apartment	9.37	Unit	498.38	3025.18	Unit	3.92%	9.74	Unit	517.92	3143.77	Unit
Mobile Home	7.42	Unit	498.38	2397.21	Unit	3.92%	7.71	Unit	517.92	2491.18	Unit
Residential Condominium	9.04	Unit	498.38	2920.51	Unit	3.92%	9.40	Unit	517.92	3035.00	Unit
Assisted Care Facility	33.18	Unit	498.38	10715.20	Unit	3.92%	34.48	Unit	517.92	11135.23	Unit
Resort/Tourist											
Hotel	13.43	Room	498.38	4335.91	Room	3.92%	13.95	Room	517.92	4505.88	Room
Motel	15.73	Room	498.38	5078.51	Room	3.92%	16.34	Room	517.92	5277.58	Room
Industrial											
General Light Industrial	10.76	KSF	498.38	3,474	Sq. Ft	3.92%	11.18	KSF	517.92	3.61	Sq. Ft
Heavy Industrial	15.05	KSF	498.38	4,860	Sq. Ft	3.92%	15.64	KSF	517.92	5.05	Sq. Ft
Manufacturing	5.94	KSF	498.38	1,918	Sq. Ft	3.92%	6.17	KSF	517.92	1.99	Sq. Ft
Warehouse	7.53	KSF	498.38	2,432	Sq. Ft	3.92%	7.83	KSF	517.92	2.53	Sq. Ft
Commercial											
Office Park	17.62	KSF	498.38	5,692	Sq. Ft	3.92%	18.32	KSF	517.92	5.91	Sq. Ft
Research Park	11.88	KSF	498.38	3,838	Sq. Ft	3.92%	12.35	KSF	517.92	3.99	Sq. Ft
Business Park	22.18	KSF	498.38	7,162	Sq. Ft	3.92%	23.05	KSF	517.92	7.44	Sq. Ft
Bldg. Materials/Lumber Store	47.16	KSF	498.38	15,231	Sq. Ft	3.92%	49.01	KSF	517.92	15.83	Sq. Ft
Specialty Retail Center	62.77	KSF	498.38	20,270	Sq. Ft	3.92%	65.23	KSF	517.92	21.06	Sq. Ft
Garden Center	55.68	KSF	498.38	17,981	Sq. Ft	3.92%	57.87	KSF	517.92	18.69	Sq. Ft
Movie Theater	0.09	Seat	498.38	29,903	Seat	3.92%	0.10	Seat	517.92	31.08	Seat
Church	14.38	KSF	498.38	4,645	Sq. Ft	3.92%	14.95	KSF	517.92	4.83	Sq. Ft
Cemetery	6.42	KSF	498.38	2,073	Sq. Ft	3.92%	6.67	KSF	517.92	2.15	Sq. Ft
Medical-Dental Office	52.73	KSF	498.38	17,030	Sq. Ft	3.92%	54.80	KSF	517.92	17.70	Sq. Ft
General Office Building	25.59	KSF	498.38	8,263	Sq. Ft	3.92%	26.59	KSF	517.92	8.59	Sq. Ft
Shopping Center	60.03	KSF	498.38	19,387	Sq. Ft	3.92%	62.39	KSF	517.92	20.15	Sq. Ft
Hospital	25.85	KSF	498.38	8,348	Sq. Ft	3.92%	26.86	KSF	517.92	8.67	Sq. Ft
Discount Center (Big Box)	108.23	KSF	498.38	34,951	Sq. Ft	3.92%	112.47	KSF	517.92	36.32	Sq. Ft
High-Turnover (Sit-Down) Restaurant	316.93	KSF	498.38	102,348	Sq. Ft	3.92%	329.36	KSF	517.92	106.36	Sq. Ft
Fast Food w/drive thru	825.75	KSF	498.38	266,659	Sq. Ft	3.92%	858.12	KSF	517.92	277.11	Sq. Ft
Drinking Place (Bar)	17.81	KSF	498.38	5,752	Sq. Ft	3.92%	18.51	KSF	517.92	5.98	Sq. Ft
Gasoline/Service Station w/mk	251.22	Island	498.38	81126.440	Island	3.92%	261.07	Island	517.92	84306.60	Island
Convenience Market	119.88	KSF	498.38	38,714	Sq. Ft	3.92%	124.58	KSF	517.92	40.23	Sq. Ft
Recreation Community Center	35.31	KSF	498.38	11,404	Sq. Ft	3.92%	36.70	KSF	517.92	11.85	Sq. Ft
Walk-In Bank	217.00	KSF	498.38	70,077	Sq. Ft	3.92%	225.51	KSF	517.92	72.82	Sq. Ft

---

**SCHEDULE OF DEVELOPMENT IMPACT FEES  
FOR SANITARY SEWER COLLECTION SYSTEM  
Resolution No. 2004-9R Schedule Year 2018**

To provide for appropriate sewer facilities and facilitate connection to existing sewer system for new residential development in the community.

<b><u>Zone District</u></b>	<b><u>Fee</u></b>
For each equivalent single-family residential unit	\$ 748.00



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SELMA APPROVING A DEVELOPMENT AGREEMENT WITH KARAMJIT SINGH NIJJAR, RELATED TO VESTED TENTATIVE TRACT MAP #5519**

**WHEREAS**, on February 21, 2006 the City Council of the City of Selma ("City") approved vesting tentative tract map for the development of 66 residential units on approximately 20 acres ("Project"); and

**WHEREAS**, in approving the Project, the City considered the environmental impacts of the Project and certified a negative declaration for the Project; and

**WHEREAS**, City and Karamjit Singh Nijjar ("Developer") now desire to enter into a Development Agreement ("Development Agreement ") pursuant to §65864 et. Seq. of the California Government Code to facilitate the development of the Project and to extend the expiration date of the Project for the duration of the Development Agreement pursuant to Government Code §666452.6(a)(1); and

**WHEREAS**, pursuant to Government Code §65867, notice of intention to consider adoption of a Development Agreement was given pursuant to Government Code §§ 65090 and 65091; and

**WHEREAS**, California Government Code §65867.5(a) requires that a Development Agreement be adopted by Ordinance.

**NOW THEREFORE**, The City Council of the City of Selma ordains as follows:

**SECTION 1:** Findings. The City Council of the City of Selma, based on substantial evidence, finds as follows:

A. All of the forgoing recitals are true and correct and are incorporated herein by this reference.

B. The provisions of the Development Agreement are consistent with the General Plan of the City of Selma now in effect.

C. Entry by the City into the Development Agreement is in the best interests of the City of Selma.

D. The Development Agreement provides that any subsequent approvals related to the Project, including any subsequent tentative map, cannot be approved unless in compliance with the rules, regulations and official policies of the City, and, in the case of a subdivision map, must be in conformance with §66473.7 of the Sub-division Map Act.

**SECTION 2.** 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 3:** Severability: If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, the decision shall not affect the validity of the remaining portions of the Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases have been declared invalid or unconstitutional.

**SECTION 4:** Authorization. Upon the effective date of this Ordinance, the Mayor is authorized to sign on behalf of the City and the City Clerk is authorized to acknowledge the Mayor's signature on that certain Development Agreement which has been presented to the City Council and which has been the subject of this Council's hearings. The effective date of the Agreement shall be the date upon which this Ordinance was introduced to the City Council. The City Council further finds and determines that after the adoption of this Ordinance and its statutorily required publication, the further publication of this Ordinance in the City's bound Municipal Code Volume is not necessary and that the City Clerk is directed, at the time the Clerk customarily sends all new Ordinances to the publishing company for publication in the revisions of the bound Municipal Code Volume and/or the online publishing of the Selma Municipal Code, not to send this Ordinance for publication in that bound volume and/or online publication as a codified Ordinance of the City of Selma.

\*\*\*\*\*

I, Reyna Rivera, Chief Deputy 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

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

February 20, 2018

---

---

**ITEM NO:**

**4.** Introduction and First Reading of Ordinance Approving a Development  
**SUBJECT:** Agreement Between the City and Weingart Ronald (TE)/Weingart Sherri (TE).

---

---

**DISCUSSION:** On February 21, 2006 the City Council approved Vesting Tentative Tract Map No. 5601 ("Tract 5601") for the development of 33 residential units on approximately 20 acres in the City of Selma. As a result of the financial impacts of the 'great recession' the California Legislature approved a series of extensions to subdivision maps beyond the time period in which they would ordinarily expire by operation of law. The final 24 month extension approved by the Legislature extended the expiration of Tract 5601 to February 21, 2018. Government Code §66452.6 provides that the expiration of an approved Vesting Tentative Tract Map may be extended by a development agreement for the term of the development agreement.

The proposed development agreement, which must be approved by ordinance, will facilitate the completion of the approved development and will extend the expiration of the current map for the term of the development agreement which is two years. The proposed development agreement requires full compliance with all of the conditions imposed by the City when Tract 5601 was approved by Resolution No. 2006-17R and all subsequent approvals related to the project must fully comply with the City's General Plan, the approved tentative map, and all applicable ordinances, codes, and regulations. The resolution approving the project including the terms and conditions of approval, and the development fees related to the project are attached to and incorporated into the development agreement. Tract 5601 was included in the City of Selma 2035 General Plan, is consistent with the General Plan, and therefore the development agreement is also consistent with the City's 2035 General Plan.

Environmental review for Tract 5601 was done by the City Council when it considered approval of Tract 5601 and the City Council adopted and certified a Negative Declaration for the project.

<b><u>COST:</u></b>		<b><u>BUDGET IMPACT:</u></b>
All costs associated with review of the development agreement are reimbursable by the developer pursuant to SMC §12-3-4(A)(14).		None.
<b><u>FUNDING:</u></b> <i>(Enter the funding source for this item in box below – if fund exists, enter the balance in the fund).</i>		<b><u>ON-GOING COST:</u></b> <i>(Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE).</i>
Funding Source:           NONE  Fund Balance:		Not applicable.

---

**RECOMMENDATION:** Waive introduction and first reading of Ordinance Approving a Development Agreement related to Tract 5601.

---



---

<u>      /s/ Neal E. Costanzo      </u>	<u>      02/16/18      </u>
Neal E. Costanzo, City Attorney	Date
<u>      /s/ Henry Perea      </u>	<u>      02/16/18      </u>
Henry Perea, Interim City Manager	Date

---

***Attachments***

***Page***

Proposed Development Agreement



RECORDING REQUESTED BY:  
AND WHEN RECORDED MAIL TO:

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

DEVELOPMENT AGREEMENT - VESTING TENTATIVE TRACT MAP NO.5601

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of February 2018, by and between the City of Selma, a municipal corporation (hereinafter referred to as "City"), and Ronald Weingart, (hereinafter referred to as "Developer"). City and Developer are from time to time referred to individually as a "Party" and collectively as the "Parties."

1. RECITALS

This Agreement is predicated upon the following recitals, which, are incorporated into and made a part of this Agreement.

1.1 Code Authorizations. The City, a general law city, is authorized pursuant to Article 2.5 of Chapter 4 of Title 7 of the Government Code, Sections 65864 through 65869.5 ("Development Agreement Statute"), to enter into development agreements with persons having legal or equitable interests in real property for the development of such property in order to establish certainty in the development process. This Agreement has been processed, considered, approved and executed in accordance with the Development Agreement Statute and the Selma Municipal Code.

1.2 Developer/Property. Developer owns certain real property located in the City of Selma, County of Fresno, California, which is the subject property of Vesting Tentative Tract Map No.5601("Project" or "VTTM No. 5601" or "Tract 5601"), which real property is the subject matter of this Agreement ("Real Property")

1.3 Interest of Developer. Developer represents that it has an equitable or a legal interest, as described in Section 1.2, in the Real Property and that all other persons holding legal or equitable interests in the Real Property are to be bound by this Agreement.

1.4 Project. Developer intends to develop the Real Property to be used as 33 residential lots ("Project"). The Project was approved by the City Council of the City of Selma by Resolution No 2006-17R on February 21, 2006, attached and incorporated by reference herein as Exhibit A, with a finding that the Project was consistent with the General Plan, the adoption of a negative declaration, imposing conditions of approval, dedications and/or mitigation measures

and approving other entitlements(s) or conditions which together are referred to herein as the Project Approvals.

## 2. GENERAL PROVISIONS

2.1 Effective Date. This Agreement shall become effective upon the date the ordinance approving this Agreement becomes effective ("Effective Date").

2.2 Property Subject to the Agreement. This Agreement applies to and governs the development of the Real Property.

2.3 Duration of Agreement. The term of this Agreement shall commence on the Effective Date and shall expire on the second (2nd) anniversary of the Effective Date, unless extended by written mutual agreement of the parties. Expiration of this Agreement shall not affect any rights of Developer arising from the Project Approvals, Subsequent Approvals or other permits and entitlements granted by City prior to, concurrently with, or subsequent to the Effective Date of this Agreement.

## 3. DEVELOPMENT OF REAL PROPERTY

3.1 Permitted Uses. The Real Property shall be used in accordance with the Project Approvals and for such other uses that may be mutually agreed upon by the parties hereto.

## 4. MISCELLANEOUS PROVISIONS

4.1 Rules of Construction. The singular includes the plural; the masculine gender includes the feminine; "shall" and "will" are mandatory; and "may" is permissive.

4.2 Severability. The parties hereto agree that the provisions are severable. If any provision of this Agreement is held invalid, the remainder of this Agreement shall be effective and shall remain in full force and effect unless amended or modified by mutual consent of the parties.

4.3 Findings of Support. City hereby finds and determines that execution of this Agreement is in the best interest of the public health, safety and general welfare and that the provisions of this Agreement are consistent with the General Plan, as amended.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the day and year first above written, as authorized by Ordinance No. \_\_\_\_\_ of the City Council.

CITY:

DEVELOPER:

CITY OF Selma,  
A Municipal Corporation

By: \_\_\_\_\_  
Ronald Weingart

By: \_\_\_\_\_  
Mayor of the City of Selma

ATTEST:

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Neal E. Costanzo  
City Attorney

EXHIBIT A

CITY OF SELMA RESOLUTION NO. 2006-17R



**RESOLUTION NO. 2006-17R**

**A RESOLUTION OF THE SELMA CITY COUNCIL OF THE CITY OF SELMA  
APPROVING VESTING TENTATIVE TRACT MAP NO. 5601  
WITH FINDINGS AND CONDITIONS,  
AND ENVIRONMENTAL ASSESSMENT NO. 2005-0006**

**WHEREAS**, on February 21, 2006, the Selma City Council, at a regularly scheduled meeting, considered Vesting Tentative Tract Map No. 5601, a request by California Planning & Engineering for Ronald Weingart, the subdivision of  $\pm$  20 acres into approximately 33 residential lots in the R-1-12 district. The Vesting Tentative Tract Map was a part of Submittal No. 2005-0006, which also included other applications. The vesting tentative tract map and applications for other entitlements are for approximately 20 acres of property located on north side of Rose Avenue, approximately 1,300 feet east of Country Club Lane (APN 389-020-62), pending annexation; and

**WHEREAS**, the concurrent applications that were considered with VTTM No. 5601 included a Zone Change to prezone the entire project property to the R-1-12 zone district, and reorganization/annexation; and

**WHEREAS**, the City Council conducted a public hearing, noticed in accordance with all applicable state and local laws, and considered the proposal and the staff report and recommendations together with all public testimony of interested parties; and

**WHEREAS**, the City Council considered the scope of the proposal, reviewed the evidence and determined that Vesting Tentative Tract Map No. 5601 will not have a significant impact on the environment; and

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

**WHEREAS**, based on substantial evidence provided in the Initial Study and the whole record before the Planning Commission for Environmental Assessment No. 2005-0006, it has been determined that there is no possibility this project may have any significant effects on the environment. The City Council certifies the adequacy of the document and adopts the Negative Declaration; and

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

1. The proposed map is consistent with applicable general plans.
2. The proposed vesting tentative tract map design and improvements are consistent with the Selma General Plan and any applicable specific plans because the design complies with the implementation and policies set in the General Plan document.
3. The site is physically suitable for this type of development.

4. The site is physically suitable for the proposed density of this development.
5. The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitat.
6. The design of the subdivision or type of improvements are not likely to cause serious public health problems.
7. The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision.
8. All conditions of approval related to dedications, street improvements, the installation of infrastructure such as sewer and water lines, storm drain facilities, and other public improvements have been evaluated and it has been confirmed that a rough proportionality and/or a required degree of connection exists between the dedication imposed or public improvement required and the proposed development; and

**WHEREAS**, the City Council, having made its findings of fact, was of the opinion that Vesting Tentative Tract Map No. 5601, subject to annexation, should be approved subject to the following certain conditions of approval to be listed and made a part of the Resolution:

***Planning Division***

1. Vesting Tentative Tract Map No. 5601 is approved subject to the conditions as developed.
2. Vesting Tentative Tract Map No. 5601 shall be valid for two (2) years from the date of approval, unless extended in accordance with the Selma Municipal Code. If a Final Tract Map (the 'Tract Map') is not filed and approved prior to the end of the two-year life of the Vesting Tentative Tract Map approval, the Vesting Tentative Tract Map approval shall expire and become null and void.
3. The design improvements of the subdivision shall be consistent with the Selma General Plan and the appropriate residential zone classification. The design and improvements of the Tract Map shall conform to the Selma City Zoning Ordinance or as otherwise permitted by this approval, and shall remain consistent with VTTM No. 5183.
4. The Subdivider or successor in interest shall relay all Conditions of Approval for this Vesting Tentative Tract Map to all subsequent purchasers of individual lots if applicable and/or to subsequent purchasers of this entire Tract Map development.
5. The Subdivider or successor in interest shall contact and comply with the requirements of the United States Postal Service - Selma Office - for the cost, location and type of mailbox to be installed if one is to be utilized on-site. The location of the facilities shall be approved by the Engineer prior to approval of improvement plans or any construction. Cluster boxes, when required, shall be installed at the Subdivider's cost by the Subdivider.
6. The Subdivider or successor in interest shall obtain City approval in advance for temporary and permanent signs through a Master Signage Plan in a separate sign review consistent with the development criteria of the Selma Municipal Code Sign Ordinance. Signs require the submittal of a sign application, fees and approval by the Community Development Department prior to installation.

7. The Subdivider or successor in interest shall provide landscaping and irrigation plans for all proposed landscape areas as indicated on the Tract Map for review and approval by the Community Development Department. All irrigation systems shall be operated by an electric timer. No battery operated timers shall be permitted.
8. The Subdivider or successor in interest shall plant two trees in the front yard setbacks of each single family residential lot. The trees shall be located outside of the ten (10) foot public right-of-way as measured from the face of the street curb. The trees within the front yard shall be selected by the lot owner from a list approved by the Community Development Department.
9. All required trees shall be double-staked and tied with durable materials. Planting details shall be clearly shown on the submitted plans. Species of street trees to be planted shall be approved by the Community Development Department. All trees shall be of a fifteen-gallon container size or larger and not less than two inches in diameter, measured four and one half feet from the root ball. The trees must be planted prior to occupancy.
10. Root barriers shall be installed in accordance with City standards for all trees planted within five (5) feet of a sidewalk, curb or masonry/other wall. Landscaping shall be provided on the street side yards of all corner lots.
11. The Tract Map shall show all landscape frontages along streets adjacent to the subject site.
12. The Subdivider or successor in interest shall request annexing the following landscaped area: Outlot A and the north side of Rose Avenue into a landscape and lighting maintenance district. These landscape areas shall be maintained by the developer for 120 days from the day of the Notice of Completion approval and prior to the district formation.
13. The Subdivider is to provide a covenant for the Landscape and Lighting Maintenance District. The assessment for each lot must be obtained from the City for the tax year following the recordation of the Final Map. All potential lot buyers before they actually purchase a lot shall be notified that this tract is a part of a Landscape and Lighting Maintenance District and shall inform potential buyers of the assessment amount. Said notification shall be in a manner approved by the City. The Subdivider or successor in interest shall supply all necessary assessment diagrams and other pertinent materials for the Landscape and Lighting Maintenance District.
14. Prior to purchasing residential lots adjacent to OUTLOT A and OUTLOT B, all buyers shall be notified that the farming/agricultural shed shall remain, as is, on "remainder parcel." Said notification shall be in a manner approved by the City.
15. All landscape improvements shall be installed and accepted for maintenance by the City prior to issuance of 20% of the Tract's building permits.
16. The street names designated on the Tract Map are not approved street names. Street names shall be reviewed and approved by the Community Development Department prior to the submission of the Final Map.

17. The Subdivider or successor in interest shall request annexing said project area into a public safety community facilities district.
18. The Subdivider is to provide a covenant for the Community Facilities District. The assessment for each lot must be obtained from the City for the tax year following the recordation of the Final Map. All potential lot buyers before they actually purchase a lot shall be notified that this tract is a part of a public safety Community Facilities District and shall inform potential buyers of the assessment amount. Said notification shall be in a manner approved by the City. The Subdivider or successor in interest shall supply all necessary assessment diagrams and other pertinent materials for the Community Facilities District.

#### ***Building Division***

19. All private domestic or agriculture water wells and existing sewage disposal systems shall be safely and properly destroyed under permit and inspection in accordance with Fresno County Health Department standards and under the direction of the Building Official.
20. All necessary building plans shall be submitted for review and approval by the Building Official. All required building permits and inspections shall be obtained prior to the issuance of a Certificate of Occupancy and commencement of operations.
21. The Subdivider or successor in interest shall comply with the most currently adopted version of all California Uniform Codes and regulations as required.

#### ***Engineering Division***

22. The Subdivider or successor in interest shall have a Final Tract Map (the 'Tract Map') prepared in the form prescribed by the Subdivision Map Act and City of Selma Municipal Code. The Tract Map shall be submitted to the Engineer, and should include, but not be limited to, Tract Map, the current filing fee, closure calculations, current preliminary title report, legal descriptions and drawings of required dedications.
23. The Tract Map shall include a "Right to Farm" covenant statement acknowledged by separate recorded instrument to ensure that normal farming operations may continue on adjacent and nearby agricultural uses and properties.
24. The Subdivider or successor in interest shall submit to the Engineer, a set of construction plans on 24" x 36" sheets with City standard title block for all required improvements (the 'Improvement Plans'). The Improvement Plans shall be prepared by a registered civil engineer, and shall include a site grading and drainage plan and an overall site utility plan showing locations and sizes of sewer, water, irrigation, and storm drain mains, laterals, manholes, meters, valves, hydrants, other facilities, etc. Plan check and inspection fees per City of Selma shall be paid with the first submittal of said Improvement Plans. All Improvement Plans shall be approved by the City and all other involved agencies prior to the release of any development permits.
25. The design and construction of all off-site improvements shall be in accordance with City standards and construction specifications upon review and approval by the City Engineer. The Subdivider or successor in interest shall furnish to the City acceptable security to guarantee the construction of the off-site street improvements in accordance with the Subdivision Map Act.



26. The Subdivider or successor in interest shall comply with, and be responsible for obtaining encroachment permits from the City of Selma for all work performed within the City's right-of-way.
27. The Subdivider or successor in interest shall agree to pay all applicable updated Community Development Fees upon approval prior to Final Map approval by Council.
28. The Subdivider or successor in interest shall provide a dedication for a ten (10) foot public utility easement along all frontages of all lots as approved by the Engineer and the public utilities companies. No public utility easements (electric, gas, cable, telephone, sewer, water) shall be permitted in rear lot setback areas.
29. The Subdivider or successor in interest shall comply with the requirements of the Pacific, Gas and Electric Company (PG&E), SBC, ComCast. The City shall not accept first submittals without proof that the Subdivider has paid the appropriate PG&E engineering fees and provided PG&E with a set of plans showing proposed electrical vaults and proposed sidewalk and curb grades adjacent to the vaults. All PG&E vaults in which lids can not be sloped to match the proposed finished grading shall be located in sidewalk areas with pedestrian lids so the lid slope matches sidewalk cross slope.
30. No above-ground transformer is permitted on the required sidewalk within the public right-of-way. The Subdivider or successor in interest shall utilize screening techniques recommended pursuant to PG&E design descriptions and City Engineer approval.
31. All existing overhead and new utility facilities located on-site, or within the street rights-of-way adjacent to this subdivision shall be undergrounded.
32. All underground utilities installed under streets shall be backfilled, compacted, tested and approved by the Engineer prior to placement of any aggregate base or asphalt concrete surfacing. Easements for utilities, including water, gas, telephone, electricity, sewage, pedestrian access, fire access, storm drainage, and irrigation facilities shall be provided, as required.
33. The Subdivider or successor in interest shall install street lights on metal poles to local utility providers' and/or City standards at the locations designated by the Engineer. Street light locations shall be shown on the utility plans submitted with the final map for approval. Proof of local utility provider's approval shall be provided. The design and type of metal poles shall be reviewed and approved by the City Engineer.
34. Drainage, grading, on-site and utility improvements shall be in accordance with plans reviewed and approved by the Engineer. The Subdivider or successor in interest shall be responsible for the preparation of plans prior to the approval of the Final Map. The applicant shall construct storm drainage facilities as deemed necessary by the Engineer to service the project site. The Final Map shall not be approved prior to the development of storm drainage master plans for the subject site and tributary areas.
35. Grade differentials between lots and adjacent properties shall be adequately shown on the grading plan and shall be treated in a manner in conformance with City of Selma standards (i.e retaining walls).

36. Design and construction of all street cross sections and required off-site improvements shall be in accordance with City specifications and as approved by the Engineer.
37. The ultimate width of Rose Avenue public right-of-way, an arterial street, is 84 feet. Constructed improvements for Rose Avenue from west to east shall be consistent with the improvements required for Tract Map No. 5183 and continued in like manner.
38. The Subdivider or successor in interest shall be responsible for overlay of Rose Avenue from the easterly boundary of Tract Map No. 5601 (Country Rose Estates Phase II) to the easterly curb returns of Country Club Lane.
39. All other interior streets shall be constructed as ultimate sixty (60) foot rights-of-way, including standard curb, gutter, park landscape strips, sidewalk, handicap ramps, street lighting and full width permanent paving (40' permanent), pavement marking and signage, pursuant to review and approval by the City Engineer. As noted, the City may require park landscape strips between the curb and sidewalk, within the public right-of-way pursuant to the review and approval by the City Engineer.
40. Traffic and road signs shall be installed in conformance to requirements and as approved by the Engineer.
41. OUTLOT A (public right of way and open space) shall be dedicated to the City of Selma. Detailed agreements shall be reviewed and approved by the Engineer and the City Council prior to the approval of the Final Map and Subdivision Agreement. OUTLOT A shall be improved with landscape and irrigation pursuant to plans reviewed and approved by the City.
42. The Subdivider or successor in interest shall enter into a Subdivision Agreement in accordance with the City of Selma Municipal Code prior to approval of the Final Map.
43. The Subdivider or successor in interest shall not install any fences, temporary or permanent in the public right-of-way.
45. The Subdivider or successor in interest shall construct a solid a decorative six (6) foot masonry block wall along the entire length of Rose Avenue. Design and structural details for the type and style of the wall shall be submitted to the Community Development Department and the Engineer for review and approval by the City Council prior to the approval of the Final Map. The wall shall include constructed pilaster columns with a maximum spacing of twenty feet (20') o.c. The materials shall be of decorative block such as brick or split faced concrete block with textured block accents consistent with Tract Map No. 5183 as constructed.
46. The Subdivider or successor in interest shall construct a solid six (6) foot masonry block wall separating the residential lots and OUTLOT B, as shown on the Tract Map, from OUTLOT A. Design details for the type and style of the wall shall be submitted to the Community Development Department and the Engineer for review and approval prior to the approval of the Final Map and Subdivision Agreement.
47. The Subdivider or successor in interest shall construct a 6 foot chain-link fence along the north and east boundaries of OUTLOT A. Design details for the type and style of the wall shall be submitted to the Community Development Department and the Engineer for review and approval prior to the approval of the Final Map and Subdivision Agreement.

48. After all improvements have been constructed and accepted by the City, the Subdivider shall submit to the Engineering, one blue line copy of the approved set of construction plans revised to reflect all field revisions and marked "AS-BUILT" for review and approval.
49. Upon approval of the "AS-BUILTS" by the City, the Subdivider shall provide (1) reproducible and (1) copy of the "AS-BUILTS" to the City, and one (1) copy on diskette, CD or similar digital storage media in pdf or tif format.
50. The Subdivider shall provide the City with original improvement plans and Auto CAD files of the Final Map, improvement plans, and all drawings prepared on Auto CAD.
51. The Subdivider or successor in interest shall submit wall design and architectural improvement plans for OUTLOT A to the Community Development Department for review and approval prior to the approval of the Final Map.
52. The Del Rey alignment as shown on the General Plan Map is designated as an arterial street. Project approval shall include the set-aside of sufficient funds, pursuant to Caltrans Cost Index, to develop a portion of the street subject to review and approval by the City Engineer.

***Fire Department***

53. Fire hydrants and water supply systems of California Water Company shall be provided in accordance with the specifications of and at locations designated by the Selma Fire Chief. All fire hydrants and mains are to meet City standards and specifications.
54. All weather access shall be provided to all areas of the development during construction to the satisfaction of the Fire Department.
55. The Subdivider or successor in interest shall comply with all applicable requirements of the most recent Uniform Fire Codes and local fire ordinances.

***Selma Unified School District***

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

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

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

***California Water Service Company***

- 59. The Subdivider or successor in interest shall connect to the Company and comply with all regulations, standards and specifications of the Company.
- 60. California Water Service Company will extend its mains to serve this development in accordance with the main extension rules of the Public Utilities Commission of the State of California. If and when the Subdivider or the successor in interest has entered into an agreement with the Company and has deposited the estimated cost of making the extension, the Company will install the necessary water mains and serve the project with water at the rates and in accordance with the rules and regulations of the Commission.

***San Joaquin Valley Unified Air Pollution Control District***

- 61. The Subdivider or successor in interest shall refer to the SJVAPCD suggested rules and mitigation measures to reduce pollutants.

***Consolidated Irrigation District***

- 62. The Subdivider or successor in interest shall comply with all applicable improvements and upgrades as per the rules and regulations of the Consolidated Irrigation District.

***Consolidated Mosquito Abatement District***

- 63. The Subdivider or successor in interest shall comply with all applicable improvements and upgrades as per the rules and regulations of the Consolidated Irrigation District.

***County of Fresno Human Health System - Environmental Health***

- 64. All existing agricultural wells and irrigation systems must be safely and properly destroyed. The Subdivider or successor in interest shall obtain approval from the County of Fresno prior to the removal of any wells and irrigation systems. Well-head installations and abandonments shall be performed exclusively by licensed C-57 Specialty Contractors pursuant to the California State Contractor's Licensing Law.
- 65. All construction equipment must be maintained according to the manufacturers' specifications, and noise generating construction equipment must be equipped with mufflers. Noise-generation construction activities shall be limited to daytime hours.
- 66. Any construction materials deemed hazardous as identified in the demolition process must be characterized and disposed of in accordance with current federal, State, and local requirements.
- 67. Should any underground storage tank(s) be found on the premises, the Subdivider or successor in interest shall apply for and secure an Underground Storage Tank Removal Permit from the Fresno County Department of Community Health, Environmental Health System (559) 445-3271.

***California Regional Water Quality Control Board***

- 68. The Subdivider or successor in interest is required to comply with the State of California Water Resource Control Board requirements specifically related to the National Pollution Elimination System permit process.



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

***CITY ATTORNEY - Defense and Indemnification Provisions***

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

***Additional Engineering Conditions***

72. At this time, the Subdivider or successor in interest shall be responsible for the provision of a temporary detention basin and connect the entire storm water drainage conveyance system to the temporary detention basin. All the surface runoff generated from this development shall be stored in a temporary drainage basin to be located either in OUTLOT A or on lots 4 and 5 within the project subject to the review and approval by the City Engineer and Pacific Gas & Electric.
73. The drainage pond shall be designed to accommodate all the runoff with a minimum of *two feet free board*. Design details for a six foot chain link fence to be installed on lots 4 and 5, for security purposes due to the temporary use, shall be submitted to the City Engineer for review and approval prior to the approval of the Final Map and Subdivision Agreement. If the basin is installed in OUTLOT A and becomes part of the landscape, a chain-link fence may not be required by the City Engineer.
74. The Subdivider or successor in interest shall be responsible for the maintenance of the ponding basin until which time it is no longer necessary. When the public drainage facility becomes available, it shall be the Subdivider's or successor in interest responsibility to make the necessary connection to the facility with no cost to the City of Selma. In the event that lots are utilized as the temporary ponding basin, upon completion and connection to the public facility, the Subdivider or successor in interest shall backfill lots 4 and 5 and compact it to 90 percent

compaction. Certification as to the completion of work verifying compaction of the land must be provided to City of Selma prior to application for a building permit. The cost of doing all of these shall be the Subdivider's or successor in interest responsibility at no cost to City.

75. If the ponding basin is placed in OUTLOT A, the decision to retain the pond in perpetuity shall be reviewed and determined by the City Engineer.
76. The Subdivider or successor in interest shall retain ownership and shall be responsible for the maintenance of the pond. The pond maintenance shall include but is not limited to slope protection, weeding and routine maintenance of the security fence.
77. The Conditions, Covenants and Regulations that are created by the Subdivider or successor in interest shall clearly indicate that each dwelling shall be an individually designed custom home. When viewed from the road fronting the property, each dwelling's front elevation shall be unique. Sufficient changes to the roof line, over-hangs, and materials shall be provided as needed to provide such unique appearance for each dwelling.
78. Monuments as described in Conditions No. 78 shall be set as required by City Standards and shall be shown on the Final Map.
79. The Subdivider or successor in interest shall install all major street monumentation and section corner monumentation within the limits of the project work in accordance with City Standards prior to final acceptance of the project. Monumentation at the street center line intersections shall conform to City Standards Drawing No. 0-21. Any existing section corner or property corner monuments damaged by this development shall be reset to the satisfaction of the Engineer. A licensed land surveyor or civil engineer licensed to perform land surveying shall certify the placement of all required monumentation prior to final acceptance. Within five days after the final setting of all monuments has been completed the engineer or surveyor shall give written notice to the Engineer that the final monuments have been set. Upon payment to the engineer or surveyor for setting the final monuments, the applicant shall present to the Engineer evidence of the payment and receipt thereof by the engineer or surveyor.
80. The Subdivider or successor in interest is responsible to connect to and pay all the necessary fees subject to the new storm drain master plans upon its approval.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Selma City Council hereby finds and takes the following actions:

1. The above facts are true and correct.
2. The City Council approves the Negative Declaration (Environmental Assessment No. 2005-0006) for the project and approves Vesting Tentative Tract Map No. 5601 subject to annexation, and subject to the Findings for Approval and Conditions of Approval made part of this Resolution.

\* \* \* \* \*

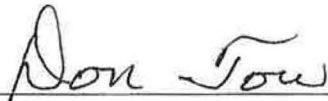
The foregoing Resolution No. 2006-17R is hereby approved the 21<sup>st</sup> day of February 2006 by the following vote, to wit:

AYES: 5 COUNCIL MEMBERS: Lujan, Niswander, Avalos, Derr, Tow

NOES: 0 COUNCIL MEMBERS: None

ABSTAIN: 0 COUNCIL MEMBERS: None

ABSENT: 0 COUNCIL MEMBERS: None

  
\_\_\_\_\_  
Don Tow  
Mayor of the City of Selma

ATTEST:

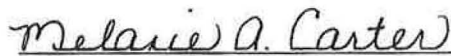
  
\_\_\_\_\_  
Melanie A. Carter, CMC  
City Clerk of the City of Selma

EXHIBIT C

FEE SCHEDULE

00016417.WPD;1



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SELMA APPROVING A  
DEVELOPMENT AGREEMENT WITH WEINGART RONALD (TE)/WEINGART  
SHERRI (TE) TO VESTED TENTATIVE TRACT MAP #5601**

**WHEREAS**, on the City Council of the City of Selma ("City") approved vesting tentative tract map for the development of 33 residential units on approximately 20 acres ("Project"); and

**WHEREAS**, in approving the Project, the City considered the environmental impacts of the Project and certified a negative declaration for the Project; and

**WHEREAS**, City and Weingart Ronald (TE)/Weingart Sherri (TE) ("Developer") now desire to enter into a Development Agreement ("Development Agreement") pursuant to §65864 et. Seq. of the California Government Code to facilitate the development of the Project and to extend the expiration date of the Project for the duration of the Development Agreement pursuant to Government Code §666452.6(a)(1); and

**WHEREAS**, pursuant to Government Code §65867, notice of intention to consider adoption of a Development Agreement was given pursuant to Government Code §§ 65090 and 65091; and

**WHEREAS**, California Government Code §65867.5(a) requires that a Development Agreement be adopted by Ordinance.

**NOW THEREFORE**, The City Council of the City of Selma ordains as follows:

**SECTION 1:** Findings. The City Council of the City of Selma, based on substantial evidence, finds as follows:

A. All of the forgoing recitals are true and correct and are incorporated herein by this reference.

B. The provisions of the Development Agreement are consistent with the General Plan of the City of Selma now in effect.

C. Entry by the City into the Development Agreement is in the best interests of the City of Selma.

D. The Development Agreement provides that any subsequent approvals related to the Project, including any subsequent tentative map, cannot be approved unless in compliance with the rules, regulations and official policies of the City, and, in the case of a subdivision map, must be in conformance with §66473.7 of the Sub-division Map Act.

**SECTION 2.** 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 3:** Severability: If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, the decision shall not affect the validity of the remaining portions of the Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases have been declared invalid or unconstitutional.

**SECTION 4:** Authorization. Upon the effective date of this Ordinance, the Mayor is authorized to sign on behalf of the City and the City Clerk is authorized to acknowledge the Mayor's signature on that certain Development Agreement which has been presented to the City Council and which has been the subject of this Council's hearings. The effective date of the Agreement shall be the date upon which this Ordinance was introduced to the City Council. The City Council further finds and determines that after the adoption of this Ordinance and its statutorily required publication, the further publication of this Ordinance in the City's bound Municipal Code Volume is not necessary and that the City Clerk is directed, at the time the Clerk customarily sends all new Ordinances to the publishing company for publication in the revisions of the bound Municipal Code Volume and/or the online publishing of the Selma Municipal Code, not to send this Ordinance for publication in that bound volume and/or online publication as a codified Ordinance of the City of Selma.

\*\*\*\*\*

I, Reyna Rivera, Chief Deputy 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

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

February 20, 2018

---

---

**ITEM NO:**

**5.** Introduction and First Reading of Ordinance Approving a Development  
**SUBJECT:** Agreement Between the City and Merigian Michael L (TE)

---

---

**DISCUSSION:** On November 6, 2006 the City Council approved Vesting Tentative Tract Map No. 5640 ("Tract 5640") Country View Estates No. 3 for the development of 23 residential units on approximately 10 acres in the City of Selma. As a result of the financial impacts of the 'great recession' the California Legislature approved a series of extensions to subdivision maps beyond the time period in which they would ordinarily expire by operation of law. The final 24 month extension approved by the Legislature extended the expiration of Tract 5640 to November 6, 2018. Government Code §66452.6 provides that the expiration of an approved Vesting Tentative Tract Map may be extended by a development agreement for the term of the development agreement.

The proposed development agreement, which must be approved by ordinance, will facilitate the completion of the approved development and will extend the expiration of the current map for the term of the development agreement which is two years. The proposed development agreement requires full compliance with all of the conditions imposed by the City when Tract 5640 was approved by Resolution No. 2006-84R and all subsequent approvals related to the project must fully comply with the City's General Plan, the approved tentative map, and all applicable ordinances, codes, and regulations. The resolution approving the project including the terms and conditions of approval, and the development fees related to the project are attached to and incorporated into the development agreement. Tract 5640 was included in the City of Selma 2035 General Plan, is consistent with the General Plan, and therefore the development agreement is also consistent with the City's 2035 General Plan.

Environmental review for Tract 5640 was done by the City Council when it considered approval of Tract 5640 and the City Council adopted and certified a Negative Declaration for the project.

<b><u>COST:</u></b>		<b><u>BUDGET IMPACT:</u></b>
All costs associated with review of the development agreement are reimbursable by the developer pursuant to SMC §12-3-4(A)(14).		None.
<b><u>FUNDING:</u></b> <i>(Enter the funding source for this item in box below – if fund exists, enter the balance in the fund).</i>		<b><u>ON-GOING COST:</u></b> <i>(Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE).</i>
Funding Source:           NONE  Fund Balance:		Not applicable.

---

**RECOMMENDATION:** Waive introduction and first reading of Ordinance Approving a Development Agreement related to Tract 5640 Country View Estates No. 3.

---



---

<u>      /s/ Neal E. Costanzo      </u>	<u>      02/16/18      </u>
Neal E. Costanzo, City Attorney	Date
<u>      /s/ Henry Perea      </u>	<u>      02/16/18      </u>
Henry Perea, Interim City Manager	Date

---

***Attachments***

***Page***

Proposed Development Agreement



RECORDING REQUESTED BY:  
AND WHEN RECORDED MAIL TO:

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

DEVELOPMENT AGREEMENT - VESTING TENTATIVE TRACT MAP NO. 5640

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this 20<sup>th</sup> day of February 2018, by and between the City of Selma, a municipal corporation (hereinafter referred to as "City"), and Merigian Michael L (TE) (hereinafter referred to as "Developer"). City and Developer are from time to time referred to individually as a "Party" and collectively as the "Parties."

1. RECITALS

This Agreement is predicated upon the following recitals, which, are incorporated into and made a part of this Agreement.

1.1 Code Authorizations. The City, a general law city, is authorized pursuant to Article 2.5 of Chapter 4 of Title 7 of the Government Code, Sections 65864 through 65869.5 ("Development Agreement Statute"), to enter into development agreements with persons having legal or equitable interests in real property for the development of such property in order to establish certainty in the development process. This Agreement has been processed, considered, approved and executed in accordance with the Development Agreement Statute and the Selma Municipal Code.

1.2 Developer/Property. Developer owns certain real property located in the City of Selma, County of Fresno, California, which is the subject property of Vesting Tentative Tract Map No. 5640 ("Project" or "VTM No. 5640" or "Tract 5640") more particularly described in Exhibit A, attached hereto and incorporated herein, which real property is the subject matter of this Agreement ("Real Property")

1.3 Interest of Developer. Developer represents that it has an equitable or a legal interest, as described in Section 1.2, in the Real Property and that all other persons holding legal or equitable interests in the Real Property are to be bound by this Agreement. Developer will provide a current preliminary title report at the time of approval of this Agreement to establish the legal interests.

{00016427.DOCX;1}

1.4 Project. Developer intends to develop the Real Property to be used as 24 residential lots ("Project"). The Project was approved by the City Council of the City of Selma by Resolution No 2006-84R on November 6, 2006, with a finding that the Project was consistent with the General Plan, the adoption of a negative declaration, imposing conditions of approval, dedications and/or mitigation measures and approving other entitlements(s) or conditions which together are referred to herein as the Project Approvals.

1.5 Benefits/Burdens - Intent of Parties. City and Developer desire to enter into this Agreement in order to facilitate the development of the Real Property. Developer and City have determined that the Project is a development project for which this Agreement is appropriate; that this Agreement will reduce uncertainty in planning and provide for a more orderly development of the Real Property, insure timely installation of necessary improvements; provide for public services appropriate to the development of the Real Property; insure attainment of the maximum effective utilization of resources within the City at the least economic cost to its citizens; and otherwise achieve the goals and purposes of the Development Agreement Statute.

1.5.1 The Project will require the construction of substantial public improvements. Certain development risks and uncertainties associated with the magnitude and long-term nature of the Project, including the cost of portions of the public improvements, could discourage and deter Developer from making the long-term commitments necessary to fully develop the Real Property. The parties desire to enter into this Agreement in order to reduce or eliminate uncertainties associated with the development of the Project over which City has control and to set development fees, so that they are specific and certain.

1.5.2 In exchange for these benefits to City, together with the public benefits to be served by the development of the Real Property, Developer desires to receive the assurance that it may proceed with development of the Real Property in accordance with the existing ordinances, resolutions, policies and regulations of City, the terms and conditions contained in this Agreement, and the Subsequent Approvals as defined in Section 7.2 of this Agreement.

1.5.3 The assurances provided to Developer in this Agreement are provided pursuant to, and as contemplated by, the Development Agreement Statute as consideration for the undertakings of Developer as set forth in this Agreement, and are intended by City to be and have been relied upon by Developer in undertaking the obligations and covenants provided in this Agreement and will be relied upon to an even greater degree in expending monies and making improvements pursuant to this Agreement.

1.5.4 This Agreement will promote and encourage the development of the Real Property and other City infrastructure by providing Developer with a greater degree of certainty as to its ability to expeditiously and economically complete the Project. The parties agree that the consideration to be received by City pursuant to this Agreement and the rights secured to Developer hereunder constitute good and sufficient consideration to support the mutual covenants and agreements.

{00016427.DOCX;1}

1.5.5 The parties intend by this Agreement to accomplish and accommodate the respective goals and desires set forth in these recitals.

1.6 City's Position. City, by electing to enter into contractual agreements such as this one, acknowledges that the obligations of City shall survive beyond the term or terms of the present City Council members, that such action will serve to bind City and future Councils to the obligations thereby undertaken, and this Agreement shall limit the future exercise of certain governmental and proprietary powers of City. By approving this Agreement, the City Council has elected to exercise certain governmental powers at the time of entering into this Agreement, rather than deferring its actions to some undetermined future date. The terms and conditions of this Agreement have undergone extensive review by City and its Council and have been found to be fair, just, and reasonable. City has concluded that the pursuit of the Project will serve the best interests of its citizens and the public health, safety and welfare will be served best by entering into this obligation. City acknowledges that Developer would not consider or engage in the Project without the assurances this Agreement provides.

1.7 City Council Actions. On \_\_\_\_\_, 2018, the City Council, after providing public notice as required by law, held a public hearing on the Project Approvals and took the following actions: (a) made findings that the provisions of this Agreement are consistent with the General Plan, as well as all other applicable plans, policies and regulations of City, including existing development regulations is in the best interests of the health, safety, and general welfare of City, its residents, and the public; is entered into pursuant to, and constitutes a present exercise of, City's police power; and is entered into pursuant to, and in compliance with, the requirements of Government Code section 65867 ; and (b) adopted Ordinance No.\_\_\_\_ approving and authorizing the execution of this Agreement effective on \_\_\_\_\_, 2018.

## 2. DEFINITIONS

In this Agreement, unless the context otherwise requires:

- 2.1 "Agreement" means this Development Agreement.
- 2.2 "CEQA" means the California Environmental Quality Act.
- 2.3 "City" means the City of Selma, California.
- 2.4 "City Manager" means the person holding the office of City Manager of City.
- 2.5 "Conditions of Approval" means all conditions attached to the Project Approvals and Subsequent Approvals.
- 2.6 "Default" has the meaning given in Section 11.1.

{00016427.DOCX;1}

2.7 "Developer" means the person, persons or entity(ies) having a legal or equitable interest in the Real Property as described in Exhibit A and includes the Developer's successors in interest.

2.8 "Development Agreement Statute" has the meaning given in Section 1.1.

2.9 "Effective Date" has the meaning given in Section 4.1.

2.10 "Events of Default" means an event of default under this Agreement, as defined in Section 11.1 hereof.

2.11 "Project" has the meaning given in Section 1.4.

2.12 "Project Approvals" means Resolution No. 2006-84R and all other approvals received or required by the Rules, Regulations and Official Policies.

2.13 "Real Property" means that real property as more particularly described in Exhibit A and incorporated herein by reference.

2.14 "Rules, Regulations and Official Policies" has the meaning set forth in Section 7.6.

2.15 "Subsequent Approvals" has the meaning set forth in Section 7.2.

### 3. EXHIBITS

The following documents are referred to in this Agreement, and are incorporated herein as though set forth in full:

<u>Designation</u>	<u>Descriptions</u>
Exhibit A	Legal Description of the Real Property
Exhibit B	City of Selma Resolution No. 2006-84R
Exhibit C	Fee Schedule

### 4. GENERAL PROVISIONS

4.1 Effective Date. This Agreement shall become effective upon the date the ordinance approving this Agreement becomes effective ("Effective Date").

4.2 Property Subject to the Agreement. This Agreement applies to and governs the development of the Real Property.

4.3 Duration of Agreement. The term of this Agreement shall commence on the Effective Date and shall expire on the second (2nd) anniversary of the Effective Date, unless {00016427.DOCX;1}



extended by written mutual agreement of the parties. Expiration of this Agreement shall not affect any rights of Developer arising from the Project Approvals, Subsequent Approvals or other permits and entitlements granted by City prior to, concurrently with, or subsequent to the Effective Date of this Agreement.

4.4 Burden on Real Property. The parties agree that this Agreement is a burden on and runs with title to the Real Property. All of the provisions contained in this Agreement shall be binding upon the parties and their respective heirs, successors and assigns, representatives, lessees, and all other persons acquiring all or a portion of the Project, or any interest therein, whether it by operation of law or any manner whatsoever. All of the provisions contained in this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to California law including, without limitations, California Civil Code §1468. This Agreement shall be recorded with the Fresno County Recorder.

4.5 Prohibition Against Assignment and Change in Ownership Management and Control of the Developer. No voluntary or involuntary successor in interest or assignee of Developer or of its constituent members shall acquire any rights or powers under this Agreement except as expressly set forth herein. The rights and obligations of Developer under this Agreement may not be transferred or assigned without the consent of City, as is more fully set forth in Section 4.5.1, except as is set forth in Section 4.5.2. Any transfer or assignment shall be subject to the provisions of this Agreement. During the term of this Agreement, for any transfer or assignment approved by City under the terms of Section 4.5.1 and for any transfer or assignment for which the City's consent is not required under the terms of Section 4.5.2, any assignee or transferee shall observe and perform all of the duties and obligations of Developer contained in this Agreement insofar as such duties may be transferred or assigned to another party and insofar as such duties relate to the development of the Real Property acquired by the assignee or transferee.

4.5.1 The qualifications and identities comprising Developer are of particular concern to City. It is because of these qualifications and identities that City has entered into this Agreement with Developer. Except as expressly provided in Section 4.5.2 and other sections of this Agreement, Developer shall not assign all or any part of this Agreement without the prior written approval of City, which approval shall not be unreasonably withheld. City shall make a determination as to whether it consents to such a change in ownership or assignment within sixty (60) days of the request being made by Developer, so long as Developer and the prospective transferee or assignee provide the information requested by City upon which to base such a decision within the first fifteen (15) days of the sixty (60) day time period. The scope of review by City for City's approval is limited to financial capacity and experience to assure ability to meet the requirements of this Agreement.

4.5.2 Prior consent of City is not necessary for the voluntary assignment or transfer of the benefits of this Agreement as follows:

(a) A transfer to a limited partnership of which Developer is a general partner, a subsidiary corporation controlled by Developer, or a parent corporation which owns a controlling interest in Developer.

{00016427.DOCX;1}

(b) A transfer or assignment made as a part of the transfer, assignment, or sale of a completed residential unit. For the purposes of this section, the term "completed residential unit" shall mean a lot which is fully developed, habitable and has had an occupancy permit issued by City.

4.5.3 Developer and any proposed successor in interest shall cooperate with City in providing information necessary for review hereunder. Developer shall promptly notify City of any and all changes in the identity of the parties in control of Developer or the degree thereof, of which it or any of its members have been notified or otherwise have knowledge or information. This Agreement may be terminated by City if there is any "significant change" (voluntary or involuntary) in membership or control of Developer (other than such changes occasioned by the death or incapacity of any individual) prior to expiration of this Agreement, other than a change in ownership, assignment or transfer for which the City's prior consent was obtained pursuant to Section 4.5.1, or which is exempt from the consent requirement by virtue of Section 4.5.2. A change shall be considered to be a "significant change" for the purposes of interpreting this Agreement if it results in a change in ownership of forty-nine percent (49%) or more of Developer, particularly if it results in forty-nine percent (49%) or more of Developer being owned by someone who is not an owner of any part of Developer on the Effective Date of this Agreement.

4.5.4 For any transfer or conveyance approved by City or for which City's approval is not necessary, the transferee shall succeed to all of Developer's rights and obligations under this Agreement, and upon recordation of the deed conveying title to the transferred property subject to this Agreement, Developer shall have no further rights or obligations under this Agreement, except for any such rights and obligations that accrued prior to the recordation of the deed. Developer shall provide City with written notification of the transfer and a copy of the deed within ten (10) days of the recordation of the deed.

## 5. AMENDMENT OR CANCELLATION OF AGREEMENT

5.1 This Agreement may be amended from time to time by the mutual consent of the parties hereto but only in the same manner as its adoption by an ordinance as set forth in Government Code sections 65867, 65867.5 and 65868. The term "this Agreement" or "Development Agreement" used herein shall include any such amendment properly approved and executed.

5.1.1 Any amendment to this Agreement which does not relate to the term, permitted uses, provisions for reservation and dedication of land, or conditions, terms, restrictions and requirements relating to subsequent discretionary actions, monetary contributions by Developer or any conditions or covenants relating to the use of the Real Property shall not require notice or public hearing pursuant to Government Code sections 65867, 65867.5 and 65868.

5.1.2 The parties acknowledge that this Agreement, like all agreements, may be subject to interpretation. The City Manager (with the advice and consent of the City Attorney's office) may issue written interpretations of this Agreement without the necessity of prior consultation with the City Council. A copy of any written interpretation shall be given to both Developer and the City Council. If Developer disagrees with any interpretation, Developer may

{00016427.DOCX;1}

appeal that interpretation to the City Council, by means of a notice in writing to the City Council specifying the basis of Developer's disagreement with the interpretation. Within thirty (30) days after receipt of Developer's written appeal of an interpretation, the Council shall schedule the matter for hearing at the next regularly scheduled Council meeting or, if the Council deems it appropriate, at the next regularly scheduled Planning Commission meeting. If the Council refers the matter to the Planning Commission, the Commission shall make a recommendation to the Council within ten (10) days of the Planning Commission hearing. The Council shall then determine, within thirty (30) days of its receipt of the Planning Commission's recommendation, whether the Council agrees with the interpretation by the City Manager or if it deems it appropriate to modify or withdraw the interpretation of the City Manager. The Council may, on its own motion, take up an interpretation of the City Manager and at the next regularly scheduled Council meeting the Council shall decide whether it agrees with the interpretation or if it deems it appropriate to modify or withdraw the City Manager's interpretation. The decision of the Council as to an interpretation shall be considered a final determination of the issue and, therefore, an exhaustion of administrative remedies.

5.1.3 Any amendment of the Project Approvals by either the City Manager or City, whichever is applicable, pursuant to Section 5.2 of this Agreement, shall not require an amendment to this Agreement. Subsequent Approvals which are consistent with the Rules, Regulation and Official Policies shall also not require an amendment to this Agreement. Such Subsequent Approvals shall be incorporated into this Agreement with new exhibits, and shall be an integral part hereof.

5.1.4 City shall not impose, as a condition to any amendment to this Agreement, any new fee, exaction, dedication or other imposition not otherwise permitted under this Agreement, except to the extent the amendment will directly result in new burdens or impacts requiring additional mitigation or insofar as such amendment results in new or additional unmitigated significant environmental impacts. Exactions or fees imposed as a condition of any amendment pursuant to this Section shall be in accordance with the City laws, rules, ordinances or other regulations in effect at the time the amendment is made.

5.1.5 This Agreement may be canceled at any time by mutual written consent of the parties.

5.2 Amendment of Project Approvals. Upon the written request of Developer for an amendment or modification to the Project Approvals, the City Manager shall determine whether the requested amendment or modification is a minor amendment or modification. If the City Manager finds that the proposed amendment is a minor amendment or modification, the City Manager may approve the proposed amendment without notice or public hearing.

5.2.1 The term "minor amendment or modification" shall include but not be limited to each of the following: (a) the location of buildings, streets and roadways and other physical facilities, or (b) the configuration of particular parcels, lots or development areas. For purposes of this Agreement, the determination whether such amendment or modification is minor shall be made by reference to whether the amendment or modification is minor in the context of the overall Project.

{00016427.DOCX;1}

5.2.2 In no case may any changes be made which, singularly or cumulatively, substantively alter the Project Approvals, as originally approved, without notice, hearing and approval by the City Council and, insofar as it is required by State law, the City's Planning Commission. For purposes of this Agreement, and notwithstanding any City ordinance or resolution to the contrary, lot line adjustments (consistent with the provisions of Section 66412(d) of the Government Code and any applicable section of the Municipal Code of the City of Selma), not increasing or reducing density shall be deemed minor amendments or modifications.

5.3 Binding Effect of Agreement. The provisions of this Agreement shall constitute covenants or servitudes which shall run with the land comprising the Real Property, and the burdens and benefits hereof shall bind and inure to the benefit of all estates and interests in the Real Property and all successors in interest of the parties hereto.

5.4 Notices. All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid. Notice required to be given to City shall be addressed as follows:

City of Selma  
City Hall  
1710 Tucker Street  
Selma, CA 93662  
Attention: City Manager

Notice required to be given to Developer shall be addressed as follows:

---

A party may change its address by giving notice in writing to the other party. Thereafter, notices, demands and other pertinent correspondence shall be addressed and transmitted to the new address.

## 6. CONFLICTS OF LAW

6.1 Conflict of City and State or Federal Laws. In the event that State or federal laws or regulations enacted after the Effective Date of this Agreement prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by City, each party shall provide the other party with written notice of such State or federal restriction, a copy of such regulation or policy and a statement concerning the conflict with the provisions of this Agreement. The parties shall, within thirty (30) days after the dispatch of such notice, meet and confer in good faith in a reasonable attempt to modify this Agreement to comply with such federal or State law or regulation.

6.2 Council Hearing. After the parties have met and conferred pursuant to Section 6.1 hereof, regardless of whether the parties have reached an agreement on the effect of the change in {00016427.DOCX;1}



the federal or State law or regulation upon this Agreement, the matter shall be scheduled for hearing before the Council. Written notice of such hearing shall be given pursuant to Government Code section 65867 or the then applicable statute. The Council, at such hearing, shall determine the exact modification or suspension necessitated by such federal or State law or regulation. Developer, at the hearing, shall have the right to offer oral and written testimony.

6.3 Cooperation in Securing Permits. City shall cooperate with Developer in the securing of any permits or approvals which may be required as a result of such modification or suspensions made pursuant to Section 6.2 hereof. Such cooperation does not include any financial participation or cost to the City other than financial participation or cost which is fully reimbursed to City by Developer.

## 7. DEVELOPMENT OF REAL PROPERTY

7.1 Permitted Uses. The Real Property shall be used in accordance with the Project Approvals and for such other uses that may be mutually agreed upon by the parties hereto in compliance with the applicable provisions of Section 5 relating to the amendment of this Agreement. Said uses and development standards, including, the maximum height, setback, parking, and other standards (collectively, "Development Standards") that shall apply to the development of the Real Property are more particularly described in the Selma Municipal Code, the Rules, Regulations and Official Policies and in the Project Approvals.

7.2 Subsequent Approvals. The Project Approvals may include, without limitation to, additional development entitlements and permits, including, multiple vesting or non-vesting tentative subdivision maps, final vesting map(s), site plan approvals, multiple planned development zoning district approvals, use and grading permits, lot line adjustments, sewer and water connections, design review, building permits and certificates of occupancy or other approvals (collectively, "Subsequent Approvals") to accomplish the goals, objectives, policies and plans of the Project Approvals, as they may be amended pursuant to this Agreement. City intends to exercise a reasonable right of review to insure compliance with this Agreement before approval and issuance of any Subsequent Approvals. Subsequent Approvals shall be reviewed by City on a timely basis in accordance with Section 8.2 and approved by City only if the Subsequent Approvals are consistent with the plans, goals and policies of the Project Approvals and with the Rules, Regulations and Official Policies, and where in the case of approval of a map, Government Code §66473.7. References to the Subsequent Approvals shall include all conditions of approval imposed in connection therewith.

7.3 Permitted Density of Development. The Real Property shall be developed to no greater density or level of intensity than indicated in the approved maps, plans, permits or other regulatory devices constituting the Project Approvals.

7.4 Maximum Height and Size of Structures. The maximum height and size of structures to be constructed upon the Real Property shall be governed by the approved map, site plans, permits or other regulatory devices constituting the Project Approvals.

{00016427.DOCX;1}

7.5 Vested Right to Develop. Developer shall have the vested right to develop the Project in accordance with the Project Approvals and the Rules, Regulations and Official Policies.

7.6 Rules, Regulations, Official Policies. "Rules, Regulations and Official Policies" shall mean and include (a) those City rules, regulation and policies, including without limitation, the City of Selma Municipal Code and Selma General Plan, that are operative and in force and effect as of the Effective Date and are consistent with this Agreement; (b) the Project Approvals and any Subsequent Approvals; (c) the rights and obligations contained in this Agreement; (d) current Uniform Building Code and other uniform construction codes, but only to the extent such codes are in effect on a City-wide basis and are applied to all similarly-situated development in the City; (e) the fees attached as Exhibit C; and (f) City Laws adopted by City after the Effective Date, or by the voters of the City after the Effective Date through their referendum and initiative powers (collectively, "New City Laws").

7.7 Fees and Dedications. Developer shall make only those contributions and dedications and pay only those fees expressly prescribed in this Agreement or in force and applicable to the Project as of the Effective Date of this Agreement and the following:

(a) Processing Fees. City may charge processing fees for land use approvals, building permits and other similar permits and entitlements which fees are in force and effect on a City-wide basis at the time Developer applies for and except as provided to the contrary in this Agreement. Such fees shall not be increased after submission of the application unless justified by an increase in the estimated reasonable cost to City for performing the work for which the particular fee is paid, and limited to an amount which will compensate City for the estimated reasonable cost and increases incurred, as permitted pursuant to Government Code sections 54990, et seq.

(b) Taxing Power. City may impose additional fees, dedications or exactions ("Additional Fees") which meet one of the following definitions: (1) they are directly imposed by another governmental agency; or (2) they are uniformly imposed on all comparable development projects within City and are required solely to provide capital infrastructure facilities or improvements needed for health and safety reasons, which the City could not have been aware of on the Effective Date, (ii) are a direct result of the Project, and (iii) are otherwise consistent with Government Code section 66000, et seq. Additional Fees shall in no event include fees, dedications or exactions relating to child care, public art, parks and recreation or other similar fees, dedications or exactions. Furthermore, the conditions, exactions, dedications, fees or regulations applicable to the Project as provided in the Project Approvals (including this Agreement), shall not be subject to modifications or renegotiation by City whether as a result of an amendment to any of the Project Approvals, the granting of a Subsequent Approval or as a result of the filing of any new subdivision map or parcel map, or any resubdivision of the Property (including a merger or lot line adjustment, as defined in Section 5.2.3 above, or the creation of new lots within a designated remainder parcel) or otherwise. Provided, however, that if the new map or resubdivision of the Property increases the overall density of the Project or requires a General Plan change, City may impose additional fees on the new units added by the new map or resubdivision.

{00016427.DOCX;1}

(c) Increases. Fees, dedications or exactions authorized under this Agreement may be increased from time to time as otherwise permitted by law to account for inflation and increased costs. If required by State or federal law in order to update fees, then such fees may be increased from time to time using construction cost estimates, provided that such increases are uniformly applicable to all comparable residential development projects within City.

(d) Taxes and Assessments. City shall not subject the Real Property, or any part thereof, to any special taxes, liens or assessments not applicable to the residents of City as a whole, over the protest of the owners of a majority of the Real Property. City shall give Developer notice of any proposal to impose such a special tax, lien or assessment, and an opportunity to be heard. City shall not subject the Real Property, or any part thereof to any special tax, lien or assessment not Generally Applicable to the residents of City as a whole, over the protest of Developer. For purposes of this subsection 7.7(d).

(i) "Generally Applicable" is defined to mean that the Real Property shall not carry a greater proportionate share of the special tax, lien or assessment than property with similar zoning elsewhere in City.

## 8. ENVIRONMENTAL COMPLIANCE

8.1.1 In exercising its legislative discretion to enter into this Agreement, City has reviewed and certified the Project Negative Declaration as adequate to support approval of this Agreement.

### 8.1.2 Environmental Findings.

(a) City has reviewed and considered the potential adverse environmental impacts related to all aspects of the contemplated Project, including, without limitation, the potential demands the Project will make on local and regional streets, highways, parks and recreation areas, water capacity and water lines, sewer capacity and sewer lines, flood and storm drain systems, and energy conservation, and the effect on school capacity, traffic, pedestrian safety, noise and air quality impacts. City has further reviewed and considered a variety of assumptions, the projected future regional and cumulative environmental demands that will compete with the Project for available capacities and cumulatively add to potential adverse impacts. In so doing, City has considered, among other things, the possibilities that:

(i) Federal, local, regional and State plans, if any, for provision of new infrastructure systems or expansion of existing infrastructure system may be delayed, modified; or

(ii) The types, intensities, and amount of future regional development may exceed or otherwise be different from that currently being planned by City and other local agencies; and

{00016427.DOCX;1}

(iii) Regional and development generated demands on infrastructure and utility improvements to be constructed as a part of the Project may exceed in either the short run, or the long run, the allocated capacities for such demands.

(iv) City has determined that completion of the Project in the manner contemplated will itself provide the mitigation measure needed to alleviate short run and long run potential adverse environmental impacts, and that the public benefits of the Project override any potential adverse environmental impacts which may arise during the development period.

8.1.3 Subsequent Environmental Review. In connection with its processing of Developer's applications for any Subsequent Approvals pursuant to CEQA, City shall not require an environmental impact report except as may be required by Section 21166 of the California Public Resources Code and City shall: utilize the existing environmental impact report for the General Plan and the Project Negative Declaration to the fullest extent permitted by law; promptly commence and process any and all initial studies and assessments required by CEQA, if any; use all reasonable means to ensure that the Project and/or any Subsequent Approvals that constitute a "project" under CEQA shall be allowed to proceed pursuant to an exemption under CEQA or pursuant to a negative declaration; shall not require an initial study or negative declaration for any portion of the Project that is in substantial conformance with the General Plan; and shall not impose or require any environmental alternatives or mitigation measures ("Restrictive Measures") that would prevent or impede development of the Project, make the Project more expensive to carry out, or require an increase or reduction in the density or intensity of the Project. City has determined that development of the Project will provide specific economic, social and other community benefits that outweigh and override any environmental impacts and make infeasible any such Restrictive Measures; accordingly, to the maximum extent legally permissible, the City shall reject such Restrictive Measures as infeasible on the basis that, among other things, Government Code § 65866 and this Agreement legally bar the implementation of such measures and that the Project provides specific economic, social and other community benefits which outweigh, override and make infeasible any such Restrictive Measures.

8.1.4 Cumulative Impacts. To the extent that development other than the Project ("New Development") is proposed within the jurisdictional limits of City during the term of this Agreement, City agrees that any environmental document prepared for the New Development pursuant to CEQA will consider the entire buildout of the Project as part of any cumulative impacts analysis for the New Development. The parties intend the foregoing provisions of this Section 8.1.4 to be a summary of the present requirements of the California Environmental Quality Act in regard to cumulative impacts.

8.1.5 Duty to Hold Harmless, Indemnify, Defend. The Developer shall indemnify, hold harmless and defend City and each of its officers, officials and employees from any and all liability, loss, debts, costs, and damages (whether in mandamus, breach of the California Environmental Quality Act or breach of any other related law, whether sounding in contract, tort or strict liability including but not limited to attorney's fees, court costs, damage and damages for breach of contract, tort or statutory penalties) incurred by City and from any and all

{00016427.DOCX;1}



claims, demands, actions and proceedings in law or equity (whether or not well founded) brought by another public agency or any other person, not a party to this Agreement, arising directly or indirectly out of the City's agreement to require no additional studies, investigations, reports or mitigation measures to comply with CEQA, other than those set forth in this Agreement. The preceding sentence shall not apply to any liability, loss, debts, costs or damages caused by the negligence or willful misconduct of City. This duty of Developer is separate and apart from and in addition to any similar obligation of Developer arising under other provisions of this Agreement. This duty shall survive the termination of this Agreement.

## 8.2 Cooperation-Implementation.

8.2.1 Processing. If necessary or required, upon satisfactory completion by Developer of all required preliminary actions and payments of appropriate processing fees, if any,

(a) City shall promptly commence and diligently proceed to complete all steps required or necessary for the implementation of this Agreement and the development by Developer of the Real Property in accordance with the Project Approvals, including but not limited to:

(i) the scheduling, convening and concluding of all required public hearings in an expeditious manner consistent with applicable laws and regulations in force as of the date of the application; and

(ii) processing and issuing a decision as to whether City approves, conditionally approves or disapproves, in an expeditious manner, all maps, plans, land use permits, building plans and specifications and other plans relating to the development of the Real Property filed by Developer which are complete and meet the statutory requirements, including but not limited to all zoning, preliminary and final development plans, tentative maps, parcel maps, final maps, resubdivisions, amendments to maps, subdivision improvement agreements, lot line adjustments, encroachments, grading and building permits, associated zoning actions and related matters as necessary for the completion of the development of all lots and parcels comprising the Project, that are in conformance with the General Plan, including reliance upon the Negative Declaration as certified on November 6, 2006, or as amended, to the maximum extent possible in reviewing and approving all such applications relating to the Real Property described in Exhibit A.

(b) Developer shall, in a timely manner, provide City with all documents, applications, plans and other information necessary for City to carry out its obligations hereunder and shall cause Developer's planners, engineers, and all other consultants to submit in a timely manner all required materials and documents therefor.

(c) It is the express intent of the parties to cooperate and diligently work to implement any zoning, final development plan and/or other land use, vesting final map(s), grading or building permits or approvals, which are necessary or desirable in connection with the development of the Project.

{00016427.DOCX;1}

(d) If mutually agreed, and if paid for by Developer, City will engage outside consultants, of City's choice, if deemed necessary by City in order to comply with this Section (8).

8.2.2 Cooperation in the Event of Legal Challenge. In the event of any legal or equitable action or other proceeding instituted by a third party, other governmental entity or official challenging the validity of any provision of this Agreement, Developer shall indemnify, hold harmless and defend City and each of its officers, officials and employees from any and all liability, loss, debts, costs, and damages incurred by City and from any and all claims, demands, actions and proceedings in law or equity (whether or not well founded) arising directly or indirectly out of this Agreement. The preceding sentence shall not apply to any liability, loss, debts, costs or damages caused solely by the negligence or willful misconduct of City. The parties hereby agree to cooperate in defending said action or proceeding.

8.3 Annual Review. Each year during the term of this Agreement beginning on the first (1st) anniversary of the Effective Date, the City Manager shall conduct a review meeting to review the extent of good faith compliance by Developer with the terms of this Agreement. City shall not impose any fees or other exactions as a condition to a finding of good faith compliance with the terms of this Agreement, except for the requirement which is City's current ordinance that Developer reimburse City its administrative costs, including but not limited to the cost of in-house City staff, the cost of any time spent by the City Attorney, the City Engineer and/or the City Planning Consultant. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to Government Code section 65865.1 and pursuant to the provisions of City's ordinance on the subject.

8.3.1 Burden of Proof. At such review meeting, Developer shall be required to demonstrate good faith compliance with the terms of this Agreement pursuant to Government Code section 65865.1 and the applicable City ordinance.

8.3.2 Duty to Disclose. In the manner prescribed in Section 5.4 hereof, City shall deposit in the mail to Developer a copy of all public staff reports, documents and related exhibits concerning Developer's performance hereunder at least ten (10) days prior to any such periodic review.

8.3.3 Deemed Approval. In the event City fails to either (1) hold the annual review meeting; or (2) notify Developer in writing within 30 days following the scheduled date of the review meeting of City's determination as to compliance or noncompliance with the terms of this Agreement, such failure shall be deemed an approval by City of Developer's good faith compliance with the terms of this Agreement.

9. DEVELOPMENT AGREEMENT

9.1 Public Improvement Facilities and Services. Developer and its successors in interest agree to provide the public improvements, facilities and services required by the Project Approvals for the Project.

10. FEES/REIMBURSEMENT

10.1 Miscellaneous Fees. Any development fees not already specified in this Agreement shall not be levied or collected unless and until a building permit is issued for that lot. The amount of such fees shall be determined in accordance with the Rules, Regulations and Official Policies in effect on the Effective Date of this Agreement.

10.1.1 Developer shall pay City's reasonable costs and fees associated with City's inspection of all improvements constructed by Developer as part of the Project including, but not limited to, all water systems, sewer systems, storm drainage, streets, alleys and grading. Said fees shall be paid in accordance with City's standard policies in effect as of the effective date of this Agreement.

11. DEFAULT, REMEDIES AND TERMINATION

11.1 Events of Default Defined. The following shall be "events of default" under this Agreement, and the terms "Events of Default" and "Default" shall mean, whenever they are used in this Agreement, with respect to the Project, any one or more of the following events:

11.1.1 Failure by Developer to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement or conditions of approval for any of the Project Approvals, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to Developer by City; provided, however, if the failure stated in the notice can be corrected, but not reasonably within such thirty (30) day period, City shall not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Developer within the thirty (30) day period and diligently pursued until the failure is corrected. City Staff may, but is not required, under such circumstances, to extend the time period for completion of the corrective action to a total time not to exceed ninety (90) days. Any extension of time beyond the ninety (90) day time period would require the consent of the City Council after a noticed public hearing.

11.1.2 The filing by Developer or any assignee or successor in interest, of a voluntary petition in bankruptcy, or failure by Developer promptly to lift any execution or attachment on any part of the Project (other than disputed mechanic's liens), or adjudication of Developer as a bankrupt, or assignment by Developer for the benefit of creditors, or the entry by Developer into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Developer in any proceedings instituted under the provisions of the Federal Bankruptcy Act, as amended, or under any similar acts which may hereafter be enacted.

{00016427.DOCX;1}

11.1.3 Failure by City to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement on its part to be observed or performed under this Agreement or conditions of approval for any Project Approval, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to City by Developer; provided, however, if the failure stated in the notice can be corrected, but not within such thirty (30) day period, Developer shall not unreasonably withhold its consent to an extension of such time if corrective action is instituted by City within the thirty (30) day period and diligently pursued until the failure is corrected. In the event of a default by City resulting in delays in Developer's performance, such default shall serve to excuse a delay of the same period of time in performance by Developer under this Agreement, but shall not constitute grounds for termination or cancellation of this Agreement.

11.2 General Provisions. In the event of default or breach of this Agreement, other than as determined in Section 8.3 hereof, or of its terms or conditions, the party alleging such default or breach shall give the breaching party not less than thirty (30) days Notice of Default in writing, unless the parties extend such time by mutual consent in writing. The time of notice shall be measured from the date of certified mailing. The Notice of Default shall specify the nature of the alleged default, and, where appropriate, the manner and period of time in which said default may be satisfactorily cured. Developer shall be given ninety (90) days from the date of notice in which to cure the specified default. If the nature of the alleged default is such that it cannot reasonably be cured within such ninety (90) day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period. During any period of curing, the party charged shall not be considered in default for the purposes of termination or institution of legal proceedings. If the default is cured, then no default shall exist and the noticing party shall take no further action.

11.2.1 Option to Institute Legal Proceedings or to Terminate. After proper notice and the expiration of said cure period, the noticing party to this Agreement, at its option, may institute legal proceedings or give notice of intent to terminate this Agreement pursuant to Government Code section 65868. Following notice of intent to terminate, the matter shall then be scheduled for consideration and review by the City Council, within thirty (30) days, in the manner set forth in Government Code sections 65865, 65867 and 65868, as amended.

11.2.2 Notice of Termination. Following consideration of the evidence presented before the City Council, either party alleging a default by the other party may, at its option, give written notice of termination of this Agreement to the other party by certified mail. Written notice of termination of this Agreement shall be effective immediately upon certified mailing to the defaulting party.

11.2.3 Waiver. Failure to give or delay in giving notice of default pursuant to this section shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any failure or delay by the other party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default of such rights or remedies or deprive such

{00016427.DOCX;1}



party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

11.3 Default by Developer. Government Code section 65865.1, as amended, requires the Developer to demonstrate its good faith compliance with the terms of this Agreement at least annually. Such a periodic review may result in termination or an agreement to amend this Agreement, provided a default has been established under the terms of this Agreement. City shall not impose any fees or other exactions as a condition to a finding of good faith compliance with the terms of this Agreement.

11.4 Enforced Delay, Extension of Time of Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default, where delays or defaults are due to war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by other governmental entities, enactment of conflicting State or federal laws or regulations, new or supplementary environmental regulations, litigation, or similar bases for excused performance. At the request of any party, an extension of time for such cause shall be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

11.5 Institution of Legal Action. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to enforce any covenants or agreements herein or to enjoin any threatened or attempted violation thereof; to recover damages for any default; or to obtain any remedies consistent with the purpose of this Agreement. In the event of such action, the prevailing Party shall be entitled to and shall recover from the other Party including but not limited to all costs of litigation including expert witness fees and reasonable attorney fees.

11.6 Applicable Laws.

11.6.1 This Agreement shall be construed and enforced in accordance with the laws of the State of California.

11.6.2 It is further understood that Developer is responsible for compliance with all applicable laws including, but not limited to, the Labor Code, Public Contract Code and Government Code of the State of California. City makes no representation as to the applicability of any laws regarding contracts, and especially public improvements, thereunder. Developer will not hold or seek to hold City liable for any failure by Developer to comply with any such laws without regard to whether City knew, could have known, or should have known as to the necessity of such compliance. The preceding section shall apply in regard to any enforcement action, whether public or private, and whether brought by a public enforcement agency or by private civil litigation, against City with regard to the content of this section.

11.7 Indemnity. Developer shall indemnify, hold harmless and defend City and each of its officers, officials and employees from any and all liability, loss, debts, costs, and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at {00016427.DOCX;1})

any time, property damage and damages for breach of contract or warranty) incurred by City, Developer or any other person, and from any and all claims, demands, actions or proceedings in law or equity (whether or not well founded) brought by Developer or any other person, arising directly or indirectly out of any act, omission or contract of Developer or any of its contractors, subcontractors, materialmen or employees in connection with construction of any of the facilities, work or improvements. The preceding sentence shall not apply to any liability, loss, debts, costs or damages caused solely by the negligence or willful misconduct of City. This duty shall survive the termination of this Agreement.

## 12. MISCELLANEOUS PROVISIONS

12.1 Rules of Construction. The singular includes the plural; the masculine gender includes the feminine; "shall" and "will" are mandatory; and "may" is permissive.

12.2 Severability. The parties hereto agree that the provisions are severable. If any provision of this Agreement is held invalid, the remainder of this Agreement shall be effective and shall remain in full force and effect unless amended or modified by mutual consent of the parties.

12.3 Entire Agreement, Waivers, Amendment -- Superseding. This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiation or previous agreements between the parties with respect to all or any part of the subject matter hereof. To the extent there are conflicts or inconsistencies between this Agreement and any prior agreement, map approval permit or conditions of approval, the provisions of this Agreement shall prevail. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of City or of Developer. All amendments which are authorized in the manner provided by law must be in writing, signed by the appropriate authorities of City and Developer, in a form suitable for recording in the Office of the Recorder, County of Fresno. Any such amendments shall be promptly recorded. Upon the completion of performance of this Agreement or its earlier revocation and termination, a statement evidencing said completion or revocation signed by the appropriate agents of Developer and City shall be recorded in the Official Records of Fresno County, California.

12.4 Project is a Private Undertaking. It is specifically understood and agreed to by and between the parties hereto that: (1) the Project is a private development; (2) City has no interest or responsibilities for or duty to third parties concerning any improvements until such time and only until such time that City accepts the same pursuant to the provisions of this Agreement or in connection with various subdivision map approvals; (3) Developer shall have full power over and exclusive control of Developer under this Agreement; and (4) the contractual relationship between City and Developer is such that Developer is an independent contractor and not an agent of City.

12.5 Findings of Support. City hereby finds and determines that execution of this Agreement is in the best interest of the public health, safety and general welfare and that the provisions of this Agreement are consistent with the General Plan, as amended.

{00016427.DOCX;1}

---

[Remainder of Page Intentionally Left Blank]

{00016427.DOCX;1}

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the day and year first above written, as authorized by Ordinance No. \_\_\_\_\_ of the City Council.

CITY:

DEVELOPER:

CITY OF Selma,  
A Municipal Corporation

\_\_\_\_\_

By: \_\_\_\_\_  
Mayor of the City of Selma

By: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Neal E. Costanzo  
City Attorney

By: \_\_\_\_\_  
Attorney for \_\_\_\_\_

{00016427.DOCX;1}



EXHIBIT A

LEGAL DESCRIPTION OF THE REAL PROPERTY

00016418.WPD;1



**PROJECT SITE**

**LOCATION MAP**

City of Selma GIS 2005

SUBMITTAL NO. 2005-0143: Environmental Assessment,  
Vesting Tentative Tract Map 5640  
(Merigian-Country View III)



**CITY OF SELMA  
COMMUNITY DEVELOPMENT DEPARTMENT**



# **SITE DATA**

EXISTING LOTS: VACATED TO BE REDEVELOPED  
 PROPOSED LOTS: SMALL FAMILY RESIDENTIAL  
 EXISTING ZONE: R-1  
 PROPOSED ZONE: R-1  
 EXISTING WATER SOURCE: CALIFORNIA WATER SERVICE COMPANY  
 PROPOSED WATER SOURCE: CALIFORNIA WATER SERVICE COMPANY  
 EXISTING SEWAGE DISPOSAL: NONE  
 PROPOSED SEWAGE DISPOSAL: NONE  
 EXISTING STORM DRAINAGE: CITY OF SELMA  
 EXISTING GAS & ELECTRICITY: A.G.A.S.  
 ADDRESS: PARCEL NO. 94-74  
 SOURCE OF DATA: PLANNING MAP AND TOPOGRAPHIC SURVEY  
 TOTAL AREA: 8.61 ACRES (368,400 SQ. FT.)  
 TOTAL LOTS: 43  
 SUBDIVISION: 1400 LT.

## **NOTES**

- 1) ALL WATER WILL BE DRAINED OFF-SITE.
- 2) ALL EXISTING WELLS AND IRRIGATION PIPELINES WILL BE ABANDONED OR IMPROVED PER THE CITY OF SELMA STANDARDS, CALIFORNIA WATER COMPANY STANDARDS AND CONSOLIDATED IRRIGATION DISTRICT STANDARDS.
- 3) ALL EXISTING POWER POLES WILL BE RELOCATED OR IMPROVED TO PACIFIC GAS AND ELECTRIC STANDARDS.
- 4) ALL PUBLIC IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF SELMA STANDARDS.

## **VESTING TENTATIVE TRACT MAP NO. 5640 COUNTRY VIEW ESTATES NO. 3**

PREPARED FOR:  
**MERIGIAN**

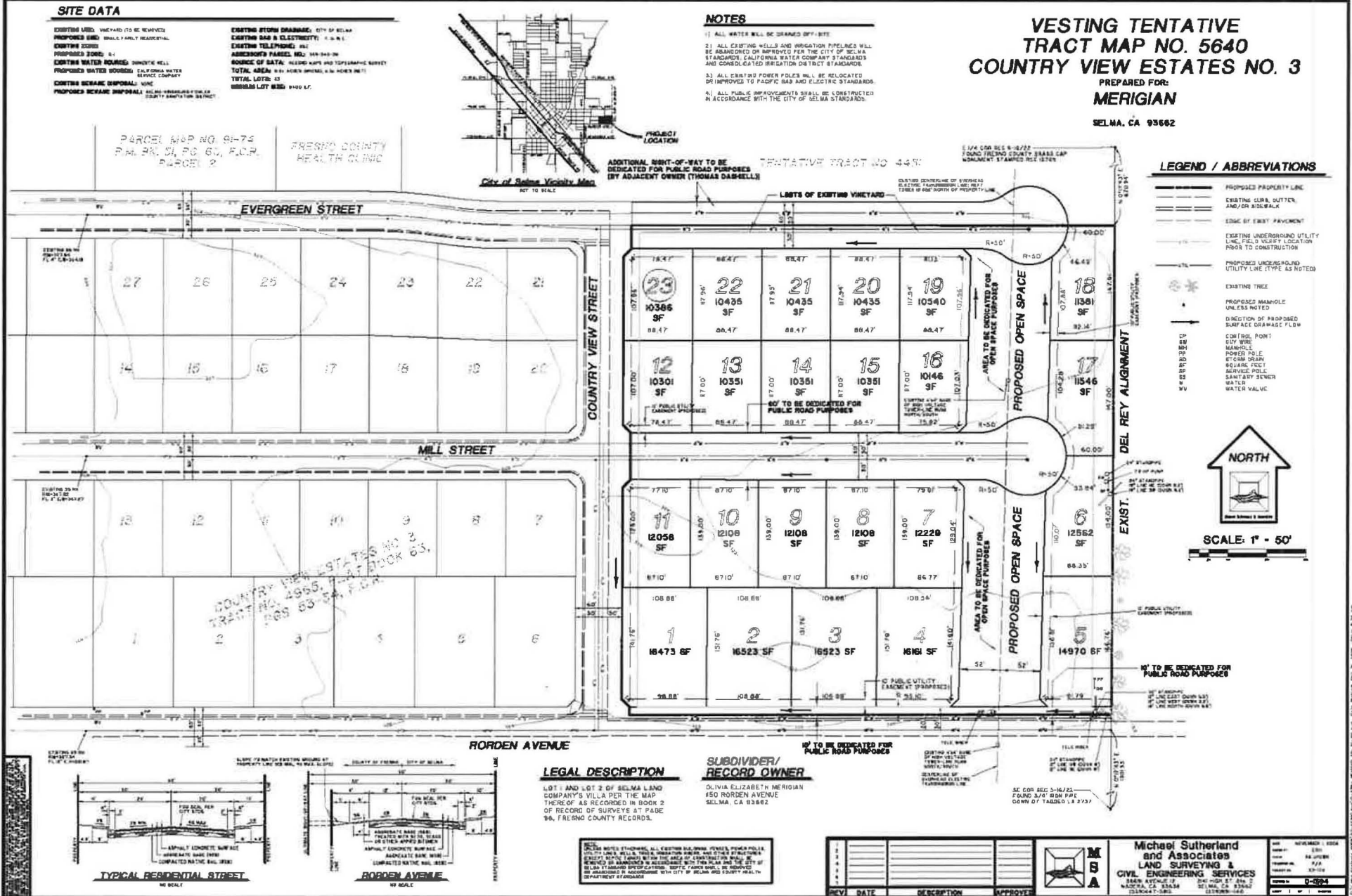
SELMA, CA 95662

## **LEGEND / ABBREVIATIONS**

- PROPOSED PROPERTY LINE
- EXISTING CURB, DUTCH, AND/OR SIDEWALK
- EDGE OF EXIST. PAVEMENT
- EXISTING UNDERGROUND UTILITY LINE, FIELD SURVEY LOCATION PRIOR TO CONSTRUCTION
- PROPOSED UNDERGROUND UTILITY LINE TYPE AS NOTED
- EXISTING TREE
- PROPOSED MANHOLE UNLESS NOTED
- DIRECTION OF PROPOSED SURFACE DRAINAGE FLOW
- CONTROL POINT
- CITY FIRE
- MANHOLE
- POWER POLE
- STORM DRAIN
- SEWER
- SANITARY SEWER
- WATER VALVE



SCALE: 1" = 50'



## **LEGAL DESCRIPTION**

LOT 1 AND LOT 2 OF SELMA LAND COMPANY'S VILLA PER THE MAP THEREOF AS RECORDED IN BOOK 2 OF RECORD OF SURVEYS AT PAGE 96, FALGOUT COUNTY RECORDS.

## **SUBDIVIDER/RECORD OWNER**

OLIVIA ELIZABETH MERIGIAN  
 450 NORDEN AVENUE  
 SELMA, CA 95662

NOTES: THE SUBDIVIDER, ALL EXISTING BUILDINGS, FENCES, POWER LINES, AND OTHER STRUCTURES SHALL BE REMOVED OR IMPROVED TO MEET THE CITY OF SELMA STANDARDS. THE SUBDIVIDER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SELMA AND THE CALIFORNIA WATER COMPANY. THE SUBDIVIDER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SELMA AND THE CALIFORNIA WATER COMPANY.

REV	DATE	DESCRIPTION	APPROVE
1			
2			
3			



**Michael Sutherland and Associates**  
 LAND SURVEYING & CIVIL ENGINEERING SERVICES  
 1000 N. 10TH STREET, SUITE 100  
 SELMA, CA 95662  
 PHONE: (559) 838-1111  
 FAX: (559) 838-1112  
 EMAIL: MS@MSA-SURV.COM

DATE	NOVEMBER 1, 2018
TIME	1:00 PM
BY	MSA
FOR	MSA
PROJECT NO.	0-5640

EXHIBIT B

CITY OF SELMA RESOLUTION NO. 2006-84R

00016418.WPD;1

**RESOLUTION NO. 2006- 84R**

**A RESOLUTION OF THE SELMA CITY COUNCIL  
APPROVING VESTING TENTATIVE TRACT MAP NO. 5640  
WITH FINDINGS AND CONDITIONS,  
AND ENVIRONMENTAL ASSESSMENT NO. 2005-0143**

**COUNTRY VIEW ESTATES NO. 3**

**WHEREAS**, on November 6, 2006, the Selma City Council, at a regularly scheduled meeting, considered a request by Olivia Merigian for the subdivision of land into approximately 23 residential lots in the R-1-9 zoning district. The vesting tentative tract map is for approximately ten (10) acres of property located on the northeast corner of Rorden Avenue and Country View Street, Selma, CA (APN 389-340-26), within the incorporated boundary of the City of Selma; and

**WHEREAS**, the Selma City Council conducted a public hearing, noticed in accordance with all applicable state and local laws, and considered the proposal and the staff report and recommendations together with all public testimony of interested parties; and

**WHEREAS**, the Selma City Council considered the scope of the proposal, reviewed the evidence and determined that Vesting Tentative Tract Map No. 5640 will not have a significant impact on the environment; and

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

**WHEREAS**, based on substantial evidence provided in the Initial Study and the whole record before the Selma City Council for Environmental Assessment No. 2005-0143, it has been determined that there is no possibility this project may have any significant effects on the environment. The City Council certifies the adequacy of the document and adopts the Negative Declaration; and

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

1. The proposed vesting tentative tract map design and improvements are consistent with the Selma General Plan and any applicable specific plans because the design complies with the implementation and policies set in the General Plan document.
2. The site is physically suitable for this type of development.
3. The site is physically suitable for the proposed density of this development.



4. The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitat.
5. The design of the subdivision or type of improvements are not likely to cause serious public health problems.
6. The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision.
7. All conditions of approval related to dedications, street improvements, the installation of infrastructure such as sewer and water lines, storm drain facilities, and other public improvements have been evaluated and it has been confirmed that a rough proportionality and/or a required degree of connection exists between the dedication imposed or public improvement required and the proposed development; and

**WHEREAS**, the Planning Commission, having made its findings of fact, was of the opinion that Vesting Tentative Tract Map No. 5640, should be approved subject to the following specific conditions of approval to be listed and made a part of the Resolution:

***Planning Division***

1. Vesting Tentative Tract Map No. 5640 is approved subject to the conditions as developed.
2. Vesting Tentative Tract Map No. 5640 shall be valid for two (2) years from the date of approval, unless extended in accordance with the Selma Municipal Code. If a Final Tract Map (the 'Tract Map') is not filed and approved prior to the end of the two-year life of the Vesting Tentative Tract Map approval, the Vesting Tentative Tract Map approval shall expire and become null and void.
3. The design improvements of the subdivision shall be consistent with the Selma General Plan and the appropriate residential zone classification. The design and improvements of the Tract Map shall conform to the Selma City Zoning Ordinance or as otherwise permitted by this approval.
4. The Subdivider or successor in interest shall relay all Conditions of Approval for this Vesting Tentative Tract Map to all subsequent purchasers of individual lots if applicable and/or to subsequent purchasers of this entire Tract Map development.
5. The Subdivider or successor in interest shall contact and comply with the requirements of the United States Postal Service - Selma Office - for the cost, location and type of mailbox to be installed if one is to be utilized on-site. The location of the facilities shall be approved by the City Engineer prior to approval of improvement plans or any construction. Cluster boxes, when required, shall be installed at the Subdivider's cost by the Subdivider.
6. The Subdivider or successor in interest shall obtain City approval in advance for temporary and permanent signs through a Master Signage Plan in a separate sign review consistent with the development criteria of the Selma Municipal Code Sign Ordinance. Signs require

the submittal of a sign application, fees and approval by the Community Development Department prior to installation.

7. The Subdivider or successor in interest shall provide landscaping and irrigation plans for Outlot A and Outlot B as indicated on the Tract Map for review and approval by the Community Development Department concurrently with the approval of the Final Map. All irrigation systems shall be operated by an electric timer. No battery operated timers shall be permitted.
8. The Subdivider or successor in interest shall plant two trees in the front yard setbacks of each single family residential lot. The trees shall be located outside of the ten (10) foot public right-of-way as measured from the face of the street curb. The trees within the front yard shall be selected by the lot owner from a list approved by the Community Development Department.
9. All required trees shall be double-staked and tied with durable materials. Planting details shall be clearly shown on the submitted plans. Species of street trees to be planted shall be approved by the Community Development Department. All trees shall be of a fifteen-gallon container size or larger and not less than two inches in diameter, measured four and one half feet from the root ball. The trees must be planted prior to occupancy.
10. Root barriers shall be installed in accordance with City standards for all trees planted within five (5) feet of a sidewalk, curb or masonry/other wall. Landscaping and irrigation shall be provided on the street side yards of all corner lots.
11. The Tract Map shall show all landscape frontages along streets adjacent to the subject site.
12. All landscape improvements shall be installed and maintained by the Subdivider or successor in interest prior to issuance of 20% of the Tract Map's certificates of occupancy.
13. The proposed subdivision shall meet or exceed all R-1-9 (R-1) Residential Lot Standards, including, but not limited to, lot area,, dimension and setback requirements, of the City Municipal Code in effect at the time of tentative tract map approval.
14. The Conditions, Covenants and Regulations that are created by the Subdivider or successor in interest shall clearly indicate that each dwelling shall be an individually designed home subject to all available floor plans afforded by the Subdivider. Every effort shall be made to provide as many architectural and material variations and options as possible. When viewed from the road fronting the property, each dwelling's front elevation shall be unique. Sufficient changes to the roof line, over-hangs, and materials shall be provided as needed to provide such unique appearance for each dwelling.
15. The Subdivider or successor in interest is to provide a binding agreement with the City of Selma to enter into the Community Facilities District. The assessment for each lot must be obtained from the City for the tax year following the recordation of the Final Map. All potential lot buyers before they actually purchase a lot shall be notified that this tract is a part of a public safety Community Facilities District and shall inform potential buyers of the assessment amount. Said notification shall be in a manner approved by the City. The

Subdivider or successor in interest shall supply all necessary assessment diagrams and other pertinent materials for the Community Facilities District.

***Building Division***

16. All private domestic or agriculture water wells and existing sewage disposal systems shall be safely and properly destroyed under permit and inspection in accordance with Fresno County Health Department standards and under the direction of the Building Official.
17. All necessary building plans shall be submitted for review and approval by the Building Official. All required building permits and inspections shall be obtained prior to the issuance of a Certificate of Occupancy and commencement of operations.
18. The Subdivider or successor in interest shall comply with the most currently adopted version of all California Uniform Codes and regulations as required.

***City Engineering Division***

19. The Subdivider or successor in interest shall have a Final Tract Map (the 'Tract Map') prepared in the form prescribed by the Subdivision Map Act and City of Selma Municipal Code. The Tract Map shall be submitted to the City Engineer, and should include, but not be limited to, current Soils Report, Tract Map, the current filing fee, closure calculations, current preliminary title report, legal descriptions and drawings of required dedications.
20. The Tract Map shall include a "Right to Farm" covenant statement acknowledged by separate recorded instrument to ensure that normal farming operations may continue on adjacent and nearby agricultural uses and properties.
21. The Subdivider or successor in interest shall submit to the City Engineer, a set of construction plans on 24" x 36" sheets with City standard title block for all required improvements (the 'Improvement Plans'). The Improvement Plans shall be prepared by a registered Civil Engineer, and shall include a site grading and drainage plan and an overall site utility plan showing locations and sizes of sewer, water, irrigation, and storm drain mains, laterals, manholes, meters, valves, hydrants, other facilities, such as medians and stamped concrete, etc. Plan check and inspection fees per City of Selma shall be paid with the first submittal of said Improvement Plans. All Improvement Plans shall be approved by the City and all other involved agencies prior to the release of any development permits.
22. The design and construction of all off-site improvements shall be in accordance with City standards and construction specifications. The Subdivider or successor in interest shall furnish to the City acceptable security to guarantee the construction of the off-site street improvements in accordance with the Subdivision Map Act.
23. The Subdivider or successor in interest shall comply with, and be responsible for obtaining encroachment permits from the City of Selma for all work performed within the City's right-of-way.

24. The Subdivider or successor in interest shall agree to pay all applicable updated Community Development Fees prior to Final Map approval by Council.
25. The Subdivider or successor in interest shall provide a dedication for a ten (10) foot public utility easement along all frontages of all lots as approved by the City Engineer and the public utilities companies. No public utility easements (electric, gas, cable, telephone, sewer, water) shall be permitted in rear lot setback areas.
26. The Subdivider or successor in interest shall comply with the requirements of the Pacific, Gas and Electric Company (PG&E), SBC and ComCast. The City shall not accept first submittals without proof that the Subdivider has paid the appropriate PG&E City Engineering fees and provided PG&E with a set of plans showing proposed electrical vaults and proposed sidewalk and curb grades adjacent to the vaults. All PG&E vaults in which lids can not be sloped to match the proposed finished grading shall be located in sidewalk areas with pedestrian lids so the lid slope matches sidewalk cross slope.
27. No above-ground transformer is permitted on the required sidewalk within the public right-of-way. The Subdivider or successor in interest shall utilize screening techniques recommended pursuant to PG&E design descriptions or additional architectural features as determined by the Community Development Department as approved by the City Engineer.
28. All existing overhead and new utility facilities located on-site, or within the street rights-of-way adjacent to this subdivision shall be under grounded.
29. All underground utilities installed under streets shall be backfilled, compacted, tested and approved by the City Engineer prior to placement of any aggregate base or asphalt concrete surfacing. Easements for utilities, including water, gas, telephone, electricity, sewage, pedestrian access, fire access, storm drainage, and irrigation facilities shall be provided, as required.
30. The Subdivider or successor in interest shall install street lights on metal poles to City standards at the locations designated by the City Engineer. Street light locations shall be shown on the utility plans submitted with the final map for approval indicating conveyance of the street lights to the City of Selma. The design and type of metal poles shall be reviewed and approved by the City Engineer.
31. Drainage, grading, on-site and utility improvements shall be in accordance with plans reviewed and approved by the City Engineer. The Subdivider or successor in interest shall be responsible for the preparation of plans prior to the approval of the Final Map. The applicant shall construct storm drainage facilities as deemed necessary by the City Engineer to service the project site. The Final Map shall not be approved prior to the development of storm drainage master plans for the subject site and tributary areas.
32. Grade differentials between lots and adjacent properties shall be adequately shown on the grading plan and shall be treated in a manner in conformance with City of Selma standards (i.e. retaining walls).

33. The ultimate width of Rorden, Evergreen, Mill, and Country View Streets shall be constructed in accordance with an ultimate cross section of sixty (60) feet.
34. All driveway approaches shall be reviewed for line of sight distance and approved by the City Engineer.
35. Traffic and road signs shall be installed in conformance to requirements and as approved by the City Engineer.
36. The Subdivider or successor in interest shall enter into a Subdivision Agreement in accordance with the City of Selma Municipal Code prior to approval of the Final Map.
37. The Subdivider or successor in interest shall not install any fences, temporary or permanent in the public right-of-way.
38. Design and structural details for the type and style of the block walls shall be submitted to the Community Development Department and the City Engineer for review and approval by the City Council prior to the approval of the Final Map and Subdivision Agreement. All required walls shall be a minimum of six feet from the interior grade of the lots. The wall facing the Del Rey Alignment arterial street and designated open space (Lots, 4, 5, 6, 7, 16, 17, 18, 19) shall be constructed as a solid decorative six (6) foot masonry block wall with constructed pilaster columns with a maximum spacing of twenty feet (20') o.c. The materials shall be of decorative block such as brick or split faced concrete block with textured block accents.
39. All side yards facing public streets shall be provided with landscape and irrigation improvements typical of front yard improvements.
40. All mechanical equipment (air conditioners or dual pack) will be located in the attic or on the ground on foundations.
41. The Subdivider or successor in interest is responsible to connect to and pay all the necessary fees for the new storm drain master plans.
42. The Subdivider or successor in interest shall install storm drain receptors in the storm drain system in a location just prior to the connection to the City storm drain system.
43. The Subdivider or successor in interest shall provide a copy of their Storm Water Pollution Prevention Plan for review by the City Engineer and Public Works Director, prior to approval of the Final Map.
44. Outlot A and Outlot B (PG&E McCall-Kingsburg #1 115KV Towerline easement) shall be dedicated to the City of Selma. Detailed agreements shall be reviewed and approved by the City Engineer and the City Council prior to the approval of the Final Map and Subdivision Agreement. Outlot A and Outlot B shall be improved with landscape and irrigation pursuant to plans reviewed and approved by the City Engineer.
45. Although legally formed upon recordation of the Final Map, Lots 5, 6, 17 and 18 *cannot be built on* pending the outcome of the Del Rey Alignment arterial status and street designation



removal from this area. Should the Del Rey Alignment arterial status and street designation be removed from the area pursuant to an amendment of the General Plan Circulation Element, the lots can be built on and developed.

46. Pending the outcome of the General Plan Amendment of the Circulation Element to remove the Del Rey Alignment arterial status and street designation from this area, project approval shall include the set-aside of sufficient funds to develop a portion of the street subject to review and approval by the City Engineer.
47. The Subdivider or successor in interest shall request annexing Outlot A and Outlot B, fully developed with landscape and irrigation improvements, into a landscape and lighting maintenance district. These landscape and irrigation improvement areas shall be maintained by the developer from the day of the Notice of Completion approval for a length of time to be determined by the City Engineer prior to the district formation.
48. The Subdivider or successor in interest is to provide a covenant for the Landscape and Lighting Maintenance District. The assessment for each lot must be obtained from the City for the tax year following the recordation of the Final Map. All potential lot buyers before they actually purchase a lot shall be notified that this tract is a part of a Landscape and Lighting Maintenance District and shall inform potential buyers of the assessment amount. Said notification shall be in a manner approved by the City. The Subdivider or successor in interest shall supply all necessary assessment diagrams and other pertinent materials for the Landscape and Lighting Maintenance District, to be reviewed and approved by the City Engineer.
49. Prior to purchasing residential lots adjacent to OUTLOT A and OUTLOT B, all buyers shall be notified that there are four lots proposed for the east side of the PG&E easement, which are on hold due to building restrictions pending the resolution of the Del Rey Alignment arterial status and street designation matter.
50. Monuments shall be set as required by City Standards and shall be shown on the Final Map.
51. The Subdivider or successor in interest shall install all major street monumentation and section corner monumentation within the limits of the project work in accordance with City Standards prior to final acceptance of the project. Monumentation at the street center line intersections shall conform to City Standards Drawing No. 0-21. Any existing section corner or property corner monuments damaged by this development shall be reset to the satisfaction of the City Engineer. A licensed land surveyor or Civil Engineer licensed to perform land surveying shall certify the placement of all required monumentation prior to final acceptance. Within five days after the final setting of all monuments has been completed the Civil Engineer or surveyor shall give written notice to the City Engineer that the final monuments have been set. Upon payment to the Civil Engineer or surveyor for setting the final monuments, the applicant shall present to the City Engineer evidence of the payment and receipt thereof by the City Engineer or surveyor.
52. After all improvements have been constructed and accepted by the City, the Subdivider or successor in interest shall submit to the City Engineer, one blue line copy of the approved set of

construction plans revised to reflect all field revisions and marked "AS-BUILT" for review and approval.

- 53. Upon approval of the "AS-BUILTS" by the City, the Subdivider or successor in interest shall provide (1) reproducible and (1) copy of the "AS-BUILTS" to the City, and one (1) copy on diskette, CD or similar digital storage media in pdf or tif format.
- 54. The Subdivider or successor in interest shall provide the City with original improvement plans and Auto CAD files of the Final Map, improvement plans, and all drawings prepared on Auto CAD.
- 54A. On Evergreen Street along the North side of the project, the Subdivider shall complete the cul-de-sac to the standards of the City of Selma; Standards of Specification for Public Works No. 0-23.

***Fire Department***

- 50. A water source capable of supplying the required fire flow, either temporary or permanent, shall be made available as soon as combustible material accumulates at the site.
- 51. Fire hydrants and water supply systems of California Water Company shall be provided in accordance with the specifications of and at locations designated by the Selma Fire Chief. All fire hydrants and mains are to meet City standards, specifications and be capable of a minimum flow of 1,250 gpm at 20 psi.
- 52. All weather access shall be provided to all areas of the development during construction to a minimum of twenty (20) feet in width, and shall have an unobstructed vertical clearance of at least thirteen feet, six inches (13'6"), and shall be capable of supporting the imposed load of fire apparatus weighing at least 20,000 pounds.
- 53. When a job shack or mobile office is provided, there shall be at least one (1) portable fire extinguisher with a minimum UL classification of 4A-608:C available at that location.
- 54. The Subdivider or successor in interest shall comply with all applicable requirements of the most recent Uniform Fire Codes and local fire ordinances.

***Police Department***

- 55. If applicable, effective design recommendations will be made by the Police Department to reduce the potential for crime.

***Selma Unified School District***

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

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

- 57. The Subdivider or successor in interest shall connect to S-K-F and comply with all applicable regulations, standards and specifications of the District.
- 58. The Subdivider or successor in interest is responsible for arranging a pre-design meeting with District staff and the City of Selma in order to review the sewer improvements required to serve this project's needs. The proposed development is within the District Boundaries as part of the Evergreen-Rorden Reorganization completed in January 1997.

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

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

***San Joaquin Valley Unified Air Pollution Control District (SJVAPCD)***

- 62. The Subdivider or successor in interest shall refer to the SJVAPCD suggested rules and mitigation measures to reduce pollutants.

***Consolidated Irrigation District***

- 63. The Subdivider or successor in interest shall not interfere with the function, operation and maintenance of the structures under the jurisdiction of the Consolidated Irrigation District.
- 64. The Subdivider or successor in interest shall relocate the Warner Lateral Pipeline running north-south through the center of the project site.

***Consolidated Mosquito Abatement District***

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

***County of Fresno Human Health System - Environmental Health***

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

***California Regional Water Quality Control Board***

68. The Subdivider or successor in interest is required to comply with the State of California Water Resource Control Board requirements specifically related to the National Pollution Elimination System permit process. A Storm Water Pollution Prevention Plan (SWPPP) shall be prepared and submitted to the State.
69. The Subdivider or successor interest shall contact the Regional Water Quality Board and comply with all requirements, prior to the release of any development permits.

***Pacific Gas and Electric Company (PG&E)***

70. The Subdivider or successor interest shall coordinate with PG&E in the development of their project plans. Any proposed development plans shall provide for unrestricted utility access and prevent easement encroachments that might impair the safe and reliable maintenance and operation of PG&E's facilities.
71. Landscape plans and plant type must be reviewed and approved by PG&E prior to submittal to the City of Selma for review.
72. No structure may be located within sixty (60) feet of the center line of the existing power poles.

***CITY ATTORNEY - Defense and Indemnification Provisions:***

73. The City shall not be liable to the Subdivider or to any other person, firm, or corporation whatsoever, for any injury or damage that may result to any person or property by or from any cause whatsoever in, on, or about the subdivision of said land covered by this Agreement, or any part thereof. The preceding sentence shall not apply to any liability, loss, cost of damages caused solely by the negligence (active or passive) or willful misconduct of the City or its agents.

74. The Subdivider hereby releases and agrees to indemnify and hold harmless the City Engineer, and its officers, agents, employees and volunteers harmless from and against any and all injuries to and deaths of persons or injuries to property, and all claims, demands, costs, loss, damage and liability, whosoever the same may be caused and whensoever the same may appear, resulting directly or indirectly from the performance or nonperformance of any or all work to be done in said subdivision including but not limited to the street lights of said Subdivision and upon the premises adjacent thereto pursuant to this Agreement, and also from any and all injuries to and deaths of persons and injuries to property or other interests, and all claims, demands, costs, loss, damage, and liability, howsoever same may be caused and whensoever same may appear, either directly or indirectly made or suffered by the Subdivider, the Subdivider's agents, employees, and subcontractors, while engaged in the performance of said work. The preceding sentence shall not apply to any liability, loss, cost, damage and liability caused solely by the negligence (active or passive) or willful misconduct of the City or its agents.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Selma City Council hereby finds and takes the following actions:

1. The above facts are true and correct.
2. The above findings are supported by the record and presentation to the Planning Commission.
3. The Planning Commission recommends City Council approval of Submittal No. 2005-0143: Vesting Tentative Tract Map No. 5640 and the Environmental Assessment for the project, subject to the Findings for Approval and Conditions of Approval made part of this Resolution.

The foregoing Resolution No. 2006- 84R is hereby approved the 6<sup>th</sup> day of November 2006 by the following vote, to wit:

AYES:	5	COUNCIL MEMBERS:	Derr, Niswander, Avalos, Lujan, Tow
NOES:	0	COUNCIL MEMBERS:	None
ABSTAIN:	0	COUNCIL MEMBERS:	None
ABSENT:	0	COUNCIL MEMBERS:	None

  
\_\_\_\_\_  
DON TOW, MAYOR OF THE CITY OF SELMA

ATTEST:


  
\_\_\_\_\_  
Melanie A. Carter, CMC  
City Clerk of the City of Selma



EXHIBIT C

FEE SCHEDULE

00016418.WPD;1

# ENR Construction Index, Monthly

YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	ANN	Annual Increase
2003	6,580.54	6,640.06	6,627.39	6,635.49	6,641.98	6,693.94	6,695.57	6,732.81	6,741.03	6,770.96	6,794.25	6,781.86	6,694.64	
2004	6,824.90	6,861.10	6,956.53	7,016.91	7,064.14	7,109.40	7,125.96	7,187.62	7,298.25	7,313.88	7,311.63	7,308.30	7,114.89	6.28%
2005	7,297.24	7,297.58	7,308.75	7,355.38	7,398.03	7,414.97	7,421.57	7,478.15	7,518.28	7,562.50	7,631.58	7,646.87	7,445.98	4.65%
2006	7,660.29	7,688.90	7,691.72	7,694.40	7,690.72	7,699.59	7,700.00	7,722.66	7,763.15	7,882.53	7,910.81	7,887.62	7,749.37	4.07%
2007	7,879.58	7,879.54	7,856.27	7,862.58	7,942.00	7,983.58	7,959.17	8,007.48	8,049.65	8,045.14	8,091.81	8,089.45	7,970.52	2.85%
2008	8,090.06	8,094.28	8,109.00	8,126.30	8,140.61	8,184.94	8,293.05	8,361.74	8,556.72	8,623.22	8,602.45	8,551.32	8,311.14	4.27%
2009	8,549.06	8,532.73	8,534.05	8,528.39	8,573.87	8,578.28	8,566.14	8,563.80	8,585.71	8,596.31	8,591.79	8,641.45	8,570.13	3.12%
2010	8,660.08	8,671.00	8,671.07	8,676.68	8,761.47	8,804.79	8,864.72	8,837.37	8,857.70	8,920.54	8,950.64	8,952.40	8,800.66	2.69%
2011	8,938.30	8,998.02	9,010.80	9,027.23	9,034.67	9,052.64	9,080.15	9,088.24	9,115.95	9,146.95	9,173.21	9,171.73	9,096.82	3.37%
2012	9,171.73	9,198.29	9,267.57	9,272.95	9,289.65	9,290.00	9,323.58	9,350.99	9,341.03	9,375.52	9,398.41	9,412.25	9,307.66	2.32%
2013	9,437.27	9,453.02	9,455.98	9,483.70	9,515.86	9,542.33	9,551.78	9,545.33	9,551.58	9,688.86	9,666.46	9,667.77	9,546.66	2.57%
2014	9,664.45	9,681.11	9,701.96	9,749.51	9,795.92	9,800.38	9,834.63	9,845.59	9,870.12	9,886.06	9,912.01	9,936.44	9,806.52	2.72%
2015	9,971.96	9,961.75	9,972.38	9,992.34	9,979.00	10,036.38	10,037.40	10,038.79	10,065.09	10,128.32	10,092.38	10,135.00	10,034.23	2.32%
2016	10,132.55	10,181.92	10,242.09	10,279.94	10,315.44	10,337.05	10,379.26	10,385.65	10,403.43	10,434.56	10,442.61	10,442.61	10,331.43	2.96%
2017	10,542.01	10,558.63	10,667.39	10,678.15	10,692.17	10,702.81	10,789.41	10,826.31	10,822.92	10,817.11	10,870.06	10,873.46	10,736.70	3.92%

<http://www.nrcs.usda.gov/wps/portal/nrcs/main/national/technical/econ/prices/>

As of Jan. 2018, Use ENR report dated 01-01-XXXX for inflation rate.

**SCHEDULE OF DEVELOPMENT IMPACT FEES  
FOR LAW ENFORCEMENT FACILITIES, VEHICLES  
AND EQUIPMENT**

**Resolution No. 2004-9R Schedule Year 2018  
INFLATION RATE USED FOR 2017 AT 3.92**

The Development Impact Fee for Law Enforcement Facilities, Vehicles and Equipment for the City of Selma is hereby revised as follows:

<u>Zone District</u>		<u>2017</u>	<u>Fee</u> <u>Increase</u>	<u>2018</u>	
Single Family Residential	R-1	\$ 528.15	3.92%	\$ 548.86	Per Dwelling Unit
Duplex and Multi Family Residential	R-2, R-3, R-4	\$ 395.30	3.92%	\$ 410.79	Per Dwelling Unit
Commercial Office/Business		\$ 0.299	3.92%	\$ 0.310	Per Square Foot
Commercial Retail		\$ 0.299	3.92%	\$ 0.310	Per Square Foot
Industrial Light Manufacturing	M-1	\$ 0.011	3.92%	\$ 0.012	Per Square Foot
Industrial Heavy Manufacturing	M-2	\$ 0.011	3.92%	\$ 0.012	Per Square Foot

**SCHEDULE OF DEVELOPMENT IMPACT FEES  
FOR FIRE SUPPRESSION/MEDIC FACILITIES,  
VEHICLES AND EQUIPMENT  
Resolution No. 2004-9R Schedule Year 2018  
INFLATION RATE USED FOR 2017 AT 3.92**

The Development Impact Fee for Fire Suppression/Medic Facilities, Vehicles and Equipment for the City of Selma  
is hereby revised as follows:

<u>Zone District</u>		<u>Fee</u>			
		<u>2017</u>	<u>Increase</u>	<u>2018</u>	
Single Family Residential	R-1	\$ 569.48	3.92%	\$ 591.80	Per Dwelling Unit
Duplex and Multi Family Residential	R-2, R-3, R-4	\$ 779.37	3.92%	\$ 809.92	Per Dwelling Unit
Commercial Office/Business		\$ 0.434	3.92%	\$ 0.451	Per Square Foot
Commercaill Retail		\$ 0.398	3.92%	\$ 0.414	Per Square Foot
Industrial Light Manufacturing	M-1	\$ 0.091	3.92%	\$ 0.095	Per Square Foot
Industrial Heavy Manufacturing	M-2	\$ 0.145	3.92%	\$ 0.151	Per Square Foot

**SCHEDULE OF DEVELOPMENT IMPACT FEES  
FOR GENERAL FACILITIES, VEHICLES AND EQUIPMENT  
Resolution No. 2004-9R Schedule Year 2018  
INFLATION RATE USED FOR 2017 AT 3.92**

To provide funds to mitigate the impact of new development in the community on the general city facilities and equipment (i.e., public works, administration) used to provide those services.

<u><b>Zone District</b></u>		<u><b>2017</b></u>		<u><b>Fee</b></u>	<u><b>2018</b></u>	
				<u><b>Increase</b></u>		
Single Family Residential	R-1	\$	1,535.59	3.92%	\$	1,595.79 Per Dwelling Unit
Duplex and Multi Family Residential	R-2, R-3, R-4	\$	1,535.59	3.92%	\$	1,595.79 Per Dwelling Unit
Commercial Office/Business		\$	0.628	3.92%	\$	0.653 Per Square Foot
Commercaill Retail		\$	0.628	3.92%	\$	0.653 Per Square Foot
Industrial Light Manufacturing	M-1	\$	0.628	3.92%	\$	0.653 Per Square Foot
Industrial Heavy Manufacturing	M-2	\$	0.628	3.92%	\$	0.653 Per Square Foot



**SCHEDULE OF DEVELOPMENT IMPACT FEES  
FOR STORM DRAINAGE FACILITIES  
Resolution No. 2004-9R Schedule Year 2018  
INFLATION RATE USED FOR 2017 AT 3.92**

To provide for appropriate flood control and storm drainage facilities for the community due to the impact of new residential development.

<u>Zone District</u>		<u>2017</u>	<u>Fee</u> <u>Increase</u>	<u>2018</u>	
Single Family Residential	R-1	\$ 6,066.75	3.92%	\$ 6,304.57	Per Acre
Duplex and Multi Family Residential	R-2, R-3, R-4	\$ 10,111.76	3.92%	\$ 10,508.14	Per Acre
Commercial Office/Business		\$ 16,176.968	3.92%	\$ 16,811.11	Per Acre
Commercial Retail		\$ 16,176.968	3.92%	\$ 16,811.11	Per Acre
Industrial Light Manufacturing	M-1	\$ 14,155.233	3.92%	\$ 14,710.12	Per Acre
Industrial Heavy Manufacturing	M-2	\$ 14,155.233	3.92%	\$ 14,710.12	Per Acre

**SCHEDULE OF DEVELOPMENT IMPACT FEES  
FOR CIRCULATION SYSTEM (STREETS, SIGNALS AND BRIDGES)  
Resolution No. 2004-9R Schedule Year 2018  
INFLATION RATE USED FOR 2017 AT 3.92**

To provide funds to mitigate the impact of new development in the community on the streets and traffic signals used to provide those services.

Land Use	ADT Rate Per Seat		<u>2017</u>		ADT Cost Per		<u>Increase</u>	ADT Rate Per Seat		<u>2018</u>		ADT Cost Per	
	Room, KSF, or Unit (1)		Cost Per Trip Mile		Room, KSF or Unit			Room, KSF, or Unit (1)		Cost Per Trip Mile		Room, KSF or Unit	
Land Use													
Residential Land Uses													
Single Family Detached	14.74	Unit	498.38		4759.54	Unit	3.92%	15.32	Unit	517.92		4946.11	Unit
Apartment	9.37	Unit	498.38		3025.18	Unit	3.92%	9.74	Unit	517.92		3143.77	Unit
Mobile Home	7.42	Unit	498.38		2397.21	Unit	3.92%	7.71	Unit	517.92		2491.18	Unit
Residential Condominium	9.04	Unit	498.38		2920.51	Unit	3.92%	9.40	Unit	517.92		3035.00	Unit
Assisted Care Facility	33.18	Unit	498.38		10715.20	Unit	3.92%	34.48	Unit	517.92		11135.23	Unit
Resort/Tourist													
Hotel	13.43	Room	498.38		4335.91	Room	3.92%	13.95	Room	517.92		4505.88	Room
Motel	15.73	Room	498.38		5078.51	Room	3.92%	16.34	Room	517.92		5277.58	Room
Industrial													
General Light Industrial	10.76	KSF	498.38		3.474	Sq. Ft	3.92%	11.18	KSF	517.92		3.61	Sq. Ft
Heavy Industrial	15.05	KSF	498.38		4.860	Sq. Ft	3.92%	15.64	KSF	517.92		5.05	Sq. Ft
Manufacturing	5.94	KSF	498.38		1.918	Sq. Ft	3.92%	6.17	KSF	517.92		1.99	Sq. Ft
Warehouse	7.53	KSF	498.38		2.432	Sq. Ft	3.92%	7.83	KSF	517.92		2.53	Sq. Ft
Commercial													
Office Park	17.62	KSF	498.38		5.692	Sq. Ft	3.92%	18.32	KSF	517.92		5.91	Sq. Ft
Research Park	11.88	KSF	498.38		3.838	Sq. Ft	3.92%	12.35	KSF	517.92		3.99	Sq. Ft
Business Park	22.18	KSF	498.38		7.162	Sq. Ft	3.92%	23.05	KSF	517.92		7.44	Sq. Ft
Bldg. Materials/Lumber Store	47.16	KSF	498.38		15.231	Sq. Ft	3.92%	49.01	KSF	517.92		15.83	Sq. Ft
Specialty Retail Center	62.77	KSF	498.38		20.270	Sq. Ft	3.92%	65.23	KSF	517.92		21.06	Sq. Ft
Garden Center	55.68	KSF	498.38		17.981	Sq. Ft	3.92%	57.87	KSF	517.92		18.69	Sq. Ft
Movie Theater	0.09	Seat	498.38		29.903	Seat	3.92%	0.10	Seat	517.92		31.08	Seat
Church	14.38	KSF	498.38		4.645	Sq. Ft	3.92%	14.95	KSF	517.92		4.83	Sq. Ft
Cemetery	6.42	KSF	498.38		2.073	Sq. Ft	3.92%	6.67	KSF	517.92		2.15	Sq. Ft
Medical-Dental Office	52.73	KSF	498.38		17.030	Sq. Ft	3.92%	54.80	KSF	517.92		17.70	Sq. Ft
General Office Building	25.59	KSF	498.38		8.263	Sq. Ft	3.92%	26.59	KSF	517.92		8.59	Sq. Ft
Shopping Center	60.03	KSF	498.38		19.387	Sq. Ft	3.92%	62.39	KSF	517.92		20.15	Sq. Ft
Hospital	25.85	KSF	498.38		8.348	Sq. Ft	3.92%	26.86	KSF	517.92		8.67	Sq. Ft
Discount Center (Big Box)	108.23	KSF	498.38		34.951	Sq. Ft	3.92%	112.47	KSF	517.92		36.32	Sq. Ft
High-Turnover (Sit-Down) Restaurant	316.93	KSF	498.38		102.348	Sq. Ft	3.92%	329.36	KSF	517.92		106.36	Sq. Ft
Fast Food w/drive thru	825.75	KSF	498.38		266.659	Sq. Ft	3.92%	858.12	KSF	517.92		277.11	Sq. Ft
Drinking Place (Bar)	17.81	KSF	498.38		5.752	Sq. Ft	3.92%	18.51	KSF	517.92		5.98	Sq. Ft
Gasoline/Service Station w/mk	251.22	Island	498.38		81126.440	Island	3.92%	261.07	Island	517.92		84306.60	Island
Convenience Market	119.88	KSF	498.38		38.714	Sq. Ft	3.92%	124.58	KSF	517.92		40.23	Sq. Ft
Recreation Community Center	35.31	KSF	498.38		11.404	Sq. Ft	3.92%	36.70	KSF	517.92		11.85	Sq. Ft
Walk-In Bank	217.00	KSF	498.38		70.077	Sq. Ft	3.92%	225.51	KSF	517.92		72.82	Sq. Ft

**SCHEDULE OF DEVELOPMENT IMPACT FEES  
FOR SANITARY SEWER COLLECTION SYSTEM  
Resolution No. 2004-9R Schedule Year 2018**

To provide for appropriate sewer facilities and facilitate connection to existing sewer system for new residential development in the community.

<b><u>Zone District</u></b>	<b><u>Fee</u></b>
For each equivalent single-family residential unit	\$ 748.00

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SELMA APPROVING A DEVELOPMENT AGREEMENT WITH MERIGIAN MICHAEL L (TE) RELATED TO VESTED TENTATIVE TRACT MAP #5640**

**WHEREAS**, on November 21, 2006 the City Council of the City of Selma ("City") approved vesting tentative tract map for the development of 23 residential units on approximately 10 acres ("Project"); and

**WHEREAS**, in approving the Project, the City considered the environmental impacts of the Project and certified a negative declaration for the Project; and

**WHEREAS**, City and Merigian Michael L (TE) ("Developer") now desire to enter into a Development Agreement ("Development Agreement ") pursuant to §65864 et. Seq. of the California Government Code to facilitate the development of the Project and to extend the expiration date of the Project for the duration of the Development Agreement pursuant to Government Code §666452.6(a)(1); and

**WHEREAS**, pursuant to Government Code §65867, notice of intention to consider adoption of a Development Agreement was given pursuant to Government Code §§ 65090 and 65091; and

**WHEREAS**, California Government Code §65867.5(a) requires that a Development Agreement be adopted by Ordinance.

**NOW THEREFORE**, The City Council of the City of Selma ordains as follows:

**SECTION 1:** Findings. The City Council of the City of Selma, based on substantial evidence, finds as follows:

A. All of the forgoing recitals are true and correct and are incorporated herein by this reference.

B. The provisions of the Development Agreement are consistent with the General Plan of the City of Selma now in effect.

C. Entry by the City into the Development Agreement is in the best interests of the City of Selma.

D. The Development Agreement provides that any subsequent approvals related to the Project, including any subsequent tentative map, cannot be approved unless in compliance with the rules, regulations and official policies of the City, and, in the case of a subdivision map, must be in conformance with §66473.7 of the Sub-division Map Act.

**SECTION 2.** 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 3:** Severability: If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, the decision shall not affect the validity of the remaining portions of the Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases have been declared invalid or unconstitutional.

**SECTION 4:** Authorization. Upon the effective date of this Ordinance, the Mayor is authorized to sign on behalf of the City and the City Clerk is authorized to acknowledge the Mayor's signature on that certain Development Agreement which has been presented to the City Council and which has been the subject of this Council's hearings. The effective date of the Agreement shall be the date upon which this Ordinance was introduced to the City Council. The City Council further finds and determines that after the adoption of this Ordinance and its statutorily required publication, the further publication of this Ordinance in the City's bound Municipal Code Volume is not necessary and that the City Clerk is directed, at the time the Clerk customarily sends all new Ordinances to the publishing company for publication in the revisions of the bound Municipal Code Volume and/or the online publishing of the Selma Municipal Code, not to send this Ordinance for publication in that bound volume and/or online publication as a codified Ordinance of the City of Selma.

\*\*\*\*\*

I, Reyna Rivera, Chief Deputy 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



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

February 20, 2018

---

---

**ITEM NO:**

6.

**SUBJECT:**

Consideration and Necessary Action on Resolution Authorizing Interim City Manager or Designee to enter into contracts for the Proposed Fire Station No. 2.

---

---

**DISCUSSION:** The City of Selma Fire Department operated at Fire Station No. 2 out of a temporary trailer and building. The trailer recently become dilapidated and was subsequently demolished or removed. A remodel of the fire station at that location is necessary for the provision of adequate fire protection services within the City. For that reason, the staff is asking for the remodel of the existing fire station at this location. Toward that end, the Fire Chief has sought and received proposals for financing and construction of the fire station at this location.

An engineer retained by the city has developed a preliminary estimate of the cost of construction and furnishing of the proposed new fire station and NHA Advisors has develop a primary estimate on the financing structure.

The City would need to borrow the money necessary for construction and in order to secure those funds at a reasonable interest rate, the City would need to structure the transaction so that the interest payable on the borrowed money is tax exempt to the recipient. The City can procure tax-exempt financing for 100% of the project cost by structuring the transaction as a tax-exempt bond issuance.

Interest rates fluctuate according to market conditions but as of February 16, the estimated tax-exempt interest rates are at 3.71%.

Based on an estimated project cost of \$4.9 million and cost of bond issuance, the payments of principle and interest on the bonds would be estimate to be \$312,000-318,000 annually. If interest rates increases between now and issuance by 50 bps the annually payment would increase by an estimated \$25,000 (\$336,000-\$341,000).

The annual payments, which staff proposes to be made over a 30-year term would be payable from Measure S tax revenues.

Staff is requesting authorization to give the Interim City Manager authority to negotiate and execute contracts within the approved budget and secure funding for the project.

<b><u>COST:</u></b>		<b><u>BUDGET IMPACT:</u></b>
\$4,982,616.00 With additional bond costs and interest		None, currently
<b><u>FUNDING:</u></b> <i>(Enter the funding source for this item in box below – if fund exists, enter the balance in the fund).</i>		<b><u>ON-GOING COST:</u></b> <i>(Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE).</i>
Funding Source:            Measure S  Fund Balance:		N/A

---

**RECOMMENDATION:**    Consideration and Necessary Action on Resolution Authorizing Interim City Manager to enter into contracts for the Proposed Fire Station No. 2.

*/s/ Neal E. Costanzo*

*02/16/2018*

---

Neal E. Costanzo, City Attorney

---

Date

*/s/ Henry Perea*

*02/16/2018*

---

Henry Perea, Interim City Manager

---

Date

---

***Attachments***

***Page***

1. Proposal and Preliminary Cost Estimates

**RESOLUTION NO. 2018- \_\_\_\_\_**

**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**

**WHEREAS**, the City of Selma, Fire Station No. 54, has out lived its useful life and requires rehabilitation and/or expansion; and

**WHEREAS**, pursuant to Resolution No. 2018-5R the Council authorized its City Manager to, among other things, procure a more definite cost estimate and develop and return to the City Council a proposal for the structuring of tax exempt bond financing for the rehabilitation and expansion of Fire Station No, 54; and

**WHEREAS**, the City Manager has obtained a definite cost estimate for the construction work required for the proposed rehabilitation and expansion of Fire Station No. 54, including definite cost estimates and proposals for architectural or design services to be provided by RRM Design Group and construction management services to be provided at a not to exceed cost by Precision Civil Engineering, Inc. together with estimates of the costs of an underwriter, bond counsel and other professionals as necessary to properly structure tax exempt financing for the rehabilitation and expansion of Fire Station No. 54; and

**WHEREAS**, in carrying out the directive of Resolution No. 2018-5R the City Manager has procured a proposed addendum to the existing contract with NHA Advisors to serve as the City's municipal advisor in connection with the structuring of tax exempt financing for the rehabilitation and expansion of Fire Station No. 54, a copy of which is attached as Exhibit A; and

**WHEREAS**, the City Manager has further procured a definite construction and design estimate and estimates of the cost of financing, including the services of NHA Advisors, a copy of which is attached and incorporated by reference as Exhibit B.

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

1. The foregoing recitals are true and correct.
2. The City Council approves and authorizes its City Manager to execute the addendum to the existing contract with NHA Advisors attached and incorporated by reference as Exhibit A.
3. The City Manager is authorized to negotiate, finalize and execute an agreement with RRM Design Group and with Precision Civil Engineering, Inc. to provide architectural or design services and construction management services, respectively, that is acceptable to the City Manager and City Attorney and that is not materially different from or more costly than the estimates and/or proposals provided by RRM Design Group and Precision Civil Engineering, Inc.
4. The City Council approves the budgeted amounts for design, construction and financial services to be provided in connection with the rehabilitation and expansion and tax exempt financing Selma Fire Station No. 54 and authorizes and directs its City Manager to return to Council a Resolution in the form required by law with respect to the contemplated tax exempt financing, by issuance of bonds, for the appointment of an underwriter, bond and disclosure counsel and such other professionals as are necessary to secure the financing of this project in the manner contemplated by this Resolution.

The foregoing Resolution was duly approved by the Selma City Council at a regular meeting held on the 20<sup>th</sup> day of February 2018, by the following vote, to wit:

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

---

Jim Avalos  
Mayor of the City of Selma

ATTEST:

---

Reyna Rivera, City Clerk

## EXHIBIT F

### PROPOSED SCOPE OF SERVICES AND COMPENSATION SCHEDULE (FIRE STATION PROJECT)

**Agreement** – City of Selma (“City”) and NHA Advisors, LLC (“Consultant”) have executed an Independent Registered Municipal Advisor Professional Services Agreement (“Agreement”), effective July 7, 2014 (“Effective Date”). This EXHIBIT F shall be incorporated into the Agreement to provide a statement of the objective, scope of services and compensation for additional services to be provided by Consultant to the City. This engagement between the City and Consultant shall become effective as of the date of its acceptance as provided within the Agreement.

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

**Objective.** City requires a financial analysis of proposed terms and conditions of Project. City desires NHA Advisors, LLC (“Consultant”) to provide, review and validate various financing options. Once an option has been selected and approved by City staff and/or City Council, City desires Consultant to manage and facilitate execution of selected financing option.

**Independent Registered Municipal Advisor.** If acting in the capacity of an Independent Registered Municipal Advisor (“IRMA”) with regards to the IRMA exemption of the SEC Rule, Consultant will review all third-party recommendations submitted to Consultant in writing by the City.

**Scope of Services.** Consultant will serve in the capacity of Municipal Advisor to the City with respect to the potential financing of the Project. Consultant’s work will include, but not be limited to, the following tasks and/or elements:

#### PHASE I – PROJECT ADVISORY/DUE DILIGENCE CONSULTING

- Collect, review, analyze available project related data to assist in formulation of financial review of the Project.
- Provide options relating to various means of financing and various considerations inherent in such financing methods for the Project.

#### PHASE II – LEASE REVENUE BOND FINANCING

- Provide and manage a detailed “master schedule” of tasks including bond structuring, documentation, approval, pricing, closing and post-closing phases.
- Work with City of Selma staff to solicit and select financing partner/funding source (e.g. bank, underwriter etc.)
- Work with the City of Selma staff to solicit and select trustee service provider and negotiate of preferred terms and pricing
- Recommend options with respect to other consultants, as applicable, that may be required as part of financing process
- Analyze the rating criteria, if appropriate, and its application to the financing’s underlying security characteristics to gauge credit quality



- Attend all organizational, document review, and special meetings related to the financing
- Evaluate, advise, and consult with the City of Selma and bond counsel regarding financial and non-financial bond covenants of the financing
- Work with the City of Selma and bond counsel to develop the necessary financing documents
- Assist in furnishing materials and data to rating agencies, bond insurers, and letter of credit providers (if required)
- Work with disclosure counsel to prepare the preliminary official statement (POS or “disclosure document”), if required, as well as review all appropriate financing documents
- Lead team discussions in conjunction with bond and disclosure counsel on form, content, and sufficiency of information in the POS
- Work with selected financing partner/source to determine optimal bond structure, including serial / term bonds, premium / discount bonds, and redemption provisions
- Pricing of Bond Issue
  - Work with selected financing partner/source to recommend timing of bond pricing
  - Monitor municipal markets, review proposed interest rates, and advise the City of Selma during negotiations with financing partner / source
  - Provide independent numerical analysis of proposed bond issue pricing proposals
  - Provide detailed schedule of actions and timing during critical bond marketing and sale (pricing) time-frame
- Recommendations to the City of Selma
  - Prepare an oral and written recommendation to the City of Selma for bond issue outlining financial feasibility, bond covenants, and pricing
- Bond Closing
  - Work with bond counsel to prepare a closing memorandum to outline the role of each party and to direct each party’s actions at closing
  - If requested, assist the City of Selma in evaluating the investment of bond proceeds for funds generated by the financing, (i.e. project construction fund, debt service reserve fund, etc.)
- Special Meetings of the City of Selma
  - Attend all City of Selma governing board meetings and any special meetings with staff, bond counsel, disclosure counsel, credit enhancement firms, and rating agencies as the City of Selma deems necessary
- Post Issuance Assistance
  - Provide follow-up to financing team participants on any issues that need attention
  - Conduct post issuance reviews as requested by the City of Selma
  - Provide written report to City of Selma summarizing salient financial and credit features and financing results (e.g. “Post-Closing Report”)

**Compensation Schedule.** For work described above in this Supplemental Exhibit F services, NHA Advisors will be compensated upon financing of the project (contingent on bond issuance). The compensation will be \$52,500 and includes all California travel-related expenses. Expenses such as data purchased on City’s behalf, are not expected to exceed \$1,000 and shall not be incurred without prior written approval of City.

## **MUNICIPAL ADVISOR DUTIES AND DISCLOSURES**

Consultant is registered as a Municipal Advisor with the SEC and Municipal Securities Rulemaking Board (“MSRB”). As such, Consultant has a Fiduciary duty to City and must provide both a Duty of Care and a Duty of Loyalty that entails the following.

### **Duty of Care**

- a) exercise due care in performing its municipal advisory activities;
- b) possess the degree of knowledge and expertise needed to provide City with informed advice;
- c) make a reasonable inquiry as to the facts that are relevant to City’s determination as to whether to proceed with a course of action or that form the basis for any advice provided to City; and
- d) undertake a reasonable investigation to determine that Consultant is not forming any recommendation on materially inaccurate or incomplete information; Consultant must have a reasonable basis for:
  - i. any advice provided to or on behalf of City;
  - ii. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by City, any other party involved in the municipal securities transaction or municipal financial product, or investors in City securities; and
  - iii. any information provided to City or other parties involved in the municipal securities transaction in connection with the preparation of an official statement.

**Duty of Loyalty.** Consultant must deal honestly and with the utmost good faith with City and act in City’s best interests without regard to the financial or other interests of Consultant. Consultant will eliminate or provide full and fair disclosure (included herein) to Issuer about each material conflict of interest (as applicable). Consultant will not engage in municipal advisory activities with City as a municipal entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in City’s best interests.

### **Conflicts of Interest and Other Matters Requiring Disclosures**

- As of the date of the Agreement, there are no actual or potential conflicts of interest that Consultant is aware of that might impair its ability to render unbiased and competent advice or to fulfill its fiduciary duty. If Consultant becomes aware of any potential conflict of interest that arise after this disclosure, Consultant will disclose the detailed information in writing to City in a timely manner.
- The fee paid to Consultant increases the cost of investment to City. The increased cost occurs from compensating Consultant for municipal advisory services provided.
- Consultant does not act as principal in any of the transaction(s) related to this Agreement.
- During the term of the municipal advisory relationship, this agreement will be promptly amended or supplemented to reflect any material changes in or additions to the terms or information within this agreement and the revised writing will be promptly delivered to City.
- Consultant does not have any affiliate that provides any advice, service, or product to or on behalf of the client that is directly or indirectly related to the municipal advisory activities to be performed by Consultant;
- Consultant has not made any payments directly or indirectly to obtain or retain the City’s municipal advisory business;
- Consultant has not received any payments from third parties to enlist Consultant’s recommendation to City of its services, any municipal securities transaction or any municipal finance product;

- Consultant has not engaged in any fee-splitting arrangements involving Consultant and any provider of investments or services to City;
- Consultant does not have any conflicts of interest from compensation for municipal advisory activities to be performed, that is contingent on the size or closing of any transactions as to which Consultant is providing advice;
- Consultant does not have any other engagements or relationships that might impair Consultant ability either to render unbiased and competent advice to or on behalf of City or to fulfill its fiduciary duty to the City, as applicable; and
- Consultant does not have any legal or disciplinary event that is material to the City's evaluation of the municipal advisory or the integrity of its management or advisory personnel.

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

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

There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC.

**Recommendations.** If Consultant makes a recommendation of a municipal securities transaction or municipal financial product or if the review of a recommendation of another party is requested in writing by City and is within the scope of the engagement, Consultant will determine, based on the information obtained through reasonable diligence of Consultant whether a municipal securities transaction or municipal financial product is suitable for City. In addition, Consultant will inform City of:

- the evaluation of the material risks, potential benefits, structure, and other characteristics of the recommendation;
- the basis upon which Consultant reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for City; and
- whether Consultant has investigated or considered other reasonably feasible alternatives to the recommendation that might also or alternatively serve the City's objectives.

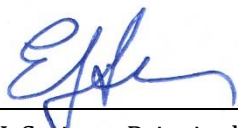
If City elects a course of action that is independent of or contrary to the advice provided by Consultant, Consultant is not required on that basis to disengage from City.

**Record Retention.** Effective July 1, 2014, pursuant to the Securities and Exchange Commission (SEC) record retention regulations, Consultant is required to maintain in writing, all communication and created documents between Consultant and City for 5 years.

**CITY OF SELMA**

**CONSULTANT**

By: \_\_\_\_\_  
Henry Perea, City Manager  
Date:

By:  \_\_\_\_\_  
Eric J. Scriven, Principal

**\$5,630,000**

Selma Public Financing Authority  
2018 Lease Revenue Bonds  
(Fire Station Project)

## Sources & Uses

Dated 06/01/2018 | Delivered 06/01/2018

### SOURCES OF FUNDS

Par Amount of Bonds	\$5,630,000.00
---------------------	----------------

<b>TOTAL SOURCES</b>	<b>\$5,630,000.00</b>
----------------------	-----------------------

### USES OF FUNDS

Original Issue Discount (OID)	36,826.55
-------------------------------	-----------

Total Underwriter's Discount (1.000%)	56,300.00
---------------------------------------	-----------

Costs of Issuance	174,000.00
-------------------	------------

Gross Bond Insurance Premium ( 85.0 bp)	79,449.45
---	-----------

DSR Surety	9,544.88
------------	----------

Deposit to Capitalized Interest (CIF) Fund	287,943.75
--	------------

Deposit to Project Construction Fund	4,982,616.00
--------------------------------------	--------------

Rounding Amount	3,319.37
-----------------	----------

<b>TOTAL USES</b>	<b>\$5,630,000.00</b>
-------------------	-----------------------

**\$5,630,000**

Selma Public Financing Authority  
2018 Lease Revenue Bonds  
(Fire Station Project)

## Net Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S
06/01/2018	-	-	-	-	-	-
06/01/2019	-	-	191,962.50	191,962.50	(191,962.50)	-
06/01/2020	125,000.00	2.000%	191,962.50	316,962.50	(95,981.25)	220,981.25
06/01/2021	125,000.00	2.000%	189,462.50	314,462.50	-	314,462.50
06/01/2022	130,000.00	2.000%	186,962.50	316,962.50	-	316,962.50
06/01/2023	130,000.00	2.000%	184,362.50	314,362.50	-	314,362.50
06/01/2024	135,000.00	3.000%	181,762.50	316,762.50	-	316,762.50
06/01/2025	140,000.00	3.000%	177,712.50	317,712.50	-	317,712.50
06/01/2026	140,000.00	3.000%	173,512.50	313,512.50	-	313,512.50
06/01/2027	145,000.00	4.000%	169,312.50	314,312.50	-	314,312.50
06/01/2028	150,000.00	4.000%	163,512.50	313,512.50	-	313,512.50
06/01/2029	160,000.00	2.750%	157,512.50	317,512.50	-	317,512.50
06/01/2030	165,000.00	3.000%	153,112.50	318,112.50	-	318,112.50
06/01/2031	170,000.00	3.125%	148,162.50	318,162.50	-	318,162.50
06/01/2032	175,000.00	3.250%	142,850.00	317,850.00	-	317,850.00
06/01/2033	180,000.00	3.375%	137,162.50	317,162.50	-	317,162.50
06/01/2034	185,000.00	3.375%	131,087.50	316,087.50	-	316,087.50
06/01/2035	190,000.00	3.375%	124,843.76	314,843.76	-	314,843.76
06/01/2036	195,000.00	3.500%	118,431.26	313,431.26	-	313,431.26
06/01/2037	205,000.00	3.500%	111,606.26	316,606.26	-	316,606.26
06/01/2038	210,000.00	3.500%	104,431.26	314,431.26	-	314,431.26
06/01/2039	220,000.00	3.500%	97,081.26	317,081.26	-	317,081.26
06/01/2040	225,000.00	3.500%	89,381.26	314,381.26	-	314,381.26
06/01/2041	235,000.00	3.625%	81,506.26	316,506.26	-	316,506.26
06/01/2042	240,000.00	3.625%	72,987.50	312,987.50	-	312,987.50
06/01/2043	250,000.00	3.625%	64,287.50	314,287.50	-	314,287.50
06/01/2044	260,000.00	3.625%	55,225.00	315,225.00	-	315,225.00
06/01/2045	270,000.00	4.000%	45,800.00	315,800.00	-	315,800.00
06/01/2046	280,000.00	4.000%	35,000.00	315,000.00	-	315,000.00
06/01/2047	290,000.00	4.000%	23,800.00	313,800.00	-	313,800.00
06/01/2048	305,000.00	4.000%	12,200.00	317,200.00	-	317,200.00
<b>Total</b>	<b>\$5,630,000.00</b>	<b>-</b>	<b>\$3,716,993.82</b>	<b>\$9,346,993.82</b>	<b>(287,943.75)</b>	<b>\$9,059,050.07</b>



**\$5,630,000**

Selma Public Financing Authority  
2018 Lease Revenue Bonds  
(Fire Station Project)

## Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
06/01/2020	Serial Coupon	2.000%	1.620%	125,000.00	100.744%	125,930.00
06/01/2021	Serial Coupon	2.000%	1.790%	125,000.00	100.610%	125,762.50
06/01/2022	Serial Coupon	2.000%	1.960%	130,000.00	100.153%	130,198.90
06/01/2023	Serial Coupon	2.000%	2.170%	130,000.00	99.198%	128,957.40
06/01/2024	Serial Coupon	3.000%	2.270%	135,000.00	104.073%	140,498.55
06/01/2025	Serial Coupon	3.000%	2.440%	140,000.00	103.583%	145,016.20
06/01/2026	Serial Coupon	3.000%	2.610%	140,000.00	102.799%	143,918.60
06/01/2027	Serial Coupon	4.000%	2.800%	145,000.00	109.488%	158,757.60
06/01/2028	Serial Coupon	4.000%	2.920%	150,000.00	109.307%	163,960.50
06/01/2029	Serial Coupon	2.750%	3.090%	160,000.00	96.849%	154,958.40
06/01/2030	Serial Coupon	3.000%	3.250%	165,000.00	97.532%	160,927.80
06/01/2031	Serial Coupon	3.125%	3.350%	170,000.00	97.644%	165,994.80
06/01/2032	Serial Coupon	3.250%	3.460%	175,000.00	97.685%	170,948.75
06/01/2033	Serial Coupon	3.375%	3.560%	180,000.00	97.864%	176,155.20
06/01/2034	Serial Coupon	3.375%	3.620%	185,000.00	97.044%	179,531.40
06/01/2035	Serial Coupon	3.375%	3.650%	190,000.00	96.539%	183,424.10
06/01/2036	Serial Coupon	3.500%	3.690%	195,000.00	97.517%	190,158.15
06/01/2037	Serial Coupon	3.500%	3.730%	205,000.00	96.889%	198,622.45
06/01/2038	Serial Coupon	3.500%	3.760%	210,000.00	96.367%	202,370.70
06/01/2039	Serial Coupon	3.500%	3.780%	220,000.00	95.966%	211,125.20
06/01/2040	Serial Coupon	3.500%	3.800%	225,000.00	95.554%	214,996.50
06/01/2044	Term 1 Coupon	3.625%	3.840%	985,000.00	96.483%	950,357.55
06/01/2048	Term 2 Coupon	4.000%	3.730%	1,145,000.00	102.236% c	1,170,602.20
<b>Total</b>	-	-	-	<b>\$5,630,000.00</b>	-	<b>\$5,593,173.45</b>

### Bid Information

Par Amount of Bonds	\$5,630,000.00
Reoffering Premium or (Discount)	(36,826.55)
Gross Production	\$5,593,173.45
Total Underwriter's Discount (1.000%)	\$(56,300.00)
Bid (98.346%)	5,536,873.45
Total Purchase Price	\$5,536,873.45
Bond Year Dollars	\$102,840.00
Average Life	18.266 Years
Average Coupon	3.6143464%
Net Interest Cost (NIC)	3.7049012%
True Interest Cost (TIC)	3.7113229%

# City of Selma Fire Station NO.2

Conceptual Project Budget - DRAFT

1/10/2018

## A. Building

Type A1: App Bay Renovation	QUANT	UNIT	BASE COST	TOTAL	SOURCE
Apparatus Bay	1,500	SF			
	0	SF			
<b>Type A Total Area:</b>	<b>1,500</b>		<b>\$255</b>	<b>\$382,500</b>	RRM/Saylor

Type A2: App Bay - Addition	QUANT	UNIT	BASE COST	TOTAL	SOURCE
Apparatus Bay Expansion	480	SF			
		SF			
<b>Type A Total Area:</b>	<b>480</b>		<b>\$450</b>	<b>\$216,000</b>	RRM/Saylor

Type B1: Support Area - Renovation	QUANT	UNIT	BASE COST	TOTAL	SOURCE
Turnout Area A	270	SF			
Turnout Area B	180	SF			
Clean Up Room	100	SF			
Work Room	135	SF			
Med / Supply	8	SF			
Wash Alcove	48	SF			
Response Alcove	20	SF			
<b>Type B Total Area:</b>	<b>761</b>		<b>\$305</b>	<b>\$232,105</b>	RRM/Saylor

Type B2: Support Area - Addition	QUANT	UNIT	BASE COST	TOTAL	SOURCE
Yard Storage	40	SF			
SCBA Room	82	SF			
Utility	40	SF			
Comm / Equipment	84	SF			
Hose Rack	54	SF			
Storage Alcove	21	SF			
<b>Type B Total Area:</b>	<b>321</b>		<b>\$440</b>	<b>\$141,240</b>	RRM/Saylor

Type C1: Office / Living - Renovation	QUANT	UNIT	BASE COST	TOTAL	SOURCE
Watch Office	131	SF			
Day Room	285	SF			
Kitchen	240	SF			
Hallway - Renovation	150	SF			
<b>Type C Total Area:</b>	<b>806</b>	SF	<b>\$320</b>	<b>\$257,920</b>	RRM/Saylor

13%

Type C2: Office / Living - Addition	QUANT	UNIT	BASE COST	TOTAL	SOURCE
Exercise	400	SF			
Dining	192	SF			
Lobby	96	SF			
Janitor Laundry	84	SF			
Public Restroom	64	SF			
Dorm RestRooms (2)	192	SF			
Dorm Rooms (4)	480	SF			
Hallway - Addition	200	SF			
<b>Type B Total Area:</b>	<b>1,708</b>		<b>\$460</b>	<b>\$785,680</b>	RRM/Saylor

28%

Type D: Living / Restroom - Addition	QUANT	UNIT	BASE COST	TOTAL	SOURCE
Dorm Restrooms (2)	124	SF	\$490		Included
Dorm Rooms (3)	360	SF	\$460		Included
<b>Type C Total Area:</b>	<b>484</b>	SF		<b>\$226,360</b>	RRM/Saylor

101%

Essential Services Structural Upgrade Budget \$400,000

Building Design Contingency (10% of budget) \$264,181

**Building Square Footage Total: 6,060 \$2,905,986**

**cost per square foot: \$480**

## B. Equipment and Furnishings

	QUANT	UNIT	COST	TOTAL	SOURCE
Building and Site Equipment	1	LS	\$60,000	\$60,000	Budget
Building and Site Furnishings	1	LS	\$40,000	\$40,000	Budget
FF&E Design Contingency (10% of budget)	10%	%	\$100,000	\$10,000	%
<b>Equipment and Furnishings Subtotal:</b>				<b>\$110,000</b>	

# City of Selma

## Fire Station NO.2

Conceptual Project Budget - DRAFT

1/10/2018

### C. On-Site Improvements

	QUANT	UNIT	COST	TOTAL	SOURCE
Site Paving - New Parking Area	3,180	SF	\$22	\$69,960	Site Plan
Site Paving - Parking Area - New Curb Cut	144	SF	\$25	\$3,600	Site Plan
Site Paving - Parking Area - Street ADA Parking	360	SF	\$25	\$9,000	Site Plan
Site Paving - Pedestrian - Patio	600	SF	\$20	\$12,000	Site Plan
Landscape Improvements:	3,000	SF	\$14	\$42,000	Budgeted Area
Site Improvements-Underground Retention	1	LS	\$20,000	\$20,000	City to Confirm
Emergency Generator - Replacement	1	LS	\$80,000	\$80,000	RRM
Site Gate and Fencing	1	LS	\$25,000	\$25,000	RRM
Hose Lift	1	LS	\$20,000	\$20,000	RRM
On-Site Design Contingency (10% of budget)	10%	%	\$261,560	\$26,156	%
\$530 On-Site Improvements Subtotal:				\$307,716	

### D. Off-Site Improvements - Site Specific

	QUANT	UNIT	COST	TOTAL	SOURCE
Street Frontage Improvements	1	LS	\$50,000	\$50,000	ADA Stall on Street
Off-Site Contingency (10% of budget)	10%	%	\$50,000	\$5,000	%
Off-site Improvements Subtotal:				\$55,000	

### E. Fees

	QUANT	UNIT	COST	TOTAL	SOURCE
Arch/Engineering - Renovation / Addition	1	LS	\$3,323,702	\$368,000	%
LEED™ Design, Certification	0	LS	\$48,400	\$0	Budget
LEED™ Commissioning	0	LS	\$10,000	\$0	Budget
Commissioning Agent	0	LS	\$30,000	\$0	Budget
Utility Hook-up Fees	1	LS	\$15,000	\$15,000	City to Confirm
Impact Fees:					
Storm Draining Dev. Fee	1.0	Acre	\$0	\$0	Not Req Per City
Sewer Dev. Fee / Water Dev. Fee	1	LS	\$0	\$0	Not Req Per City
Traffic Impact Fee	6,060	SF	\$0	\$0	Not Req Per City
Public Facility Impact Fee	6,060	SF	\$0	\$0	Not Req Per City
Geotechnical Investigation	1	LS	\$25,000	\$25,000	Budget
Survey	1	LS	\$9,000	\$9,000	Budget
Materials Testing and Special Inspection	1	LS	\$35,000	\$35,000	Budget
Fee Contingency (10%)	10%	%	\$452,000	\$45,200	%
Fees Subtotal:				\$497,200	

### F. Owner Systems, Administration and Contingency

	QUANT	UNIT	COST	TOTAL	SOURCE
Construction Management / Cost Estimating	1	LS	\$40,000	\$40,000	Budget
Fire Administration Cost	0	LS	\$50,000	\$0	City
Planning Dept.- CUP, Design Review	1	LS	\$0	\$0	Not Req Per City
CEQA	0	LS	\$25,000	\$0	None Anticipated
Building Dept.-Permit Fees	1	LS	\$0	\$0	Not Req Per City
School Impact Fees-(Commercial)	0	sf	\$0.50	\$0	None Anticipated
Site Acquisition Costs	0.00	Acre	\$0	\$0	Not Anticipated
Traffic Report	0	LS	\$20,000	\$0	Not Anticipated
Moving Costs	0	LS	\$4,000	\$0	City
Neighborhood Meeting/Dedication Ceremony	0	LS	\$2,000	\$0	City
Communications					
Radio Tower	0	LS	\$150,000	\$0	Budget
Phone System	1	LS	\$40,000	\$40,000	Budget
Radio System	1	LS	\$60,000	\$60,000	City Budget
Data Systems	1	LS	\$35,000	\$35,000	City Budget
Security System/ Cameras	1	LS	\$25,000	\$25,000	City Budget
Security System/ Card Reader Access	0	LS	\$45,000	\$0	City Budget
Owner System Contingency (10% of budget)	10%	%	\$200,000	\$20,000	
Construction Contingency (10% of A, C, D)	10%	%	\$3,268,702	\$326,870	%
Owner Systems, Administration and Contingency Subtotal:				\$546,870	

### Contract Division Totals:

<b>A. Building:</b>	\$2,905,986
<b>B. Equipment and Furnishings</b>	\$110,000
<b>C. On-Site Improvements</b>	\$307,716
<b>D. Off-site Improvements</b>	\$55,000
<b>E. Fees</b>	\$497,200
<b>F. Owner Systems, Administration and Contingency</b>	\$546,870
<b>Contract Division Subtotal:</b>	
	\$4,422,772
<b>G. Market Escalation</b> (6.5% per year) for 16 mo. to mid-point of Construction	\$282,579
<b>Conceptual Construction Budget:</b>	<b>\$4,705,351</b>



## FEE BUDGET – Construction Management Services for City of Selma Fire Department Facility

Task	Billing Rate	Hours	Subtotal
<b>1 Preconstruction Phase</b>			
Principal	\$ 175.00	3	\$ 525.00
Sr. Engineer	\$ 160.00	6	\$ 960.00
Project Manager	\$ 145.00	12	\$ 1,740.00
Sr. Construction Manager	\$ 145.00	20	\$ 2,900.00
Construction Manager/Eng 2	\$ 120.00	20	\$ 2,400.00
Project Engineer	\$ 105.00	20	\$ 2,100.00
Clerical	\$ 60.00	6	\$ 360.00
Printing and Plotting	\$ 25.00	5	\$ 125.00
Subtotal =		92	\$ 11,110.00
<b>2 Construction Phase</b>			
Principal	\$ 175.00	46	\$ 8,050.00
Sr. Engineer	\$ 160.00	92	\$ 14,720.00
Project Manager	\$ 145.00	138	\$ 20,010.00
Sr. Construction Manager	\$ 145.00	460	\$ 66,700.00
Construction Manager/Eng 2	\$ 120.00	736	\$ 88,320.00
Project Engineer	\$ 105.00	368	\$ 38,640.00
Clerical	\$ 60.00	184	\$ 11,040.00
Printing and Plotting	\$ 25.00	240	\$ 6,000.00
Subtotal =		2024	\$ 253,480.00
<b>3 Post Construction-Project Close Out</b>			
Principal	\$ 175.00	4	\$ 700.00
Sr. Engineer	\$ 160.00	10	\$ 1,600.00
Project Manager	\$ 145.00	15	\$ 2,175.00
Sr. Construction Manager	\$ 145.00	20	\$ 2,900.00
Construction Manager/Eng 2	\$ 120.00	20	\$ 2,400.00
Project Engineer	\$ 105.00	20	\$ 2,100.00
Clerical	\$ 60.00	10	\$ 600.00
Printing and Plotting	\$ 25.00	8	\$ 200.00
Subtotal =		99	\$ 12,675.00
<b>Not to Exceed Total =</b>		<b>2,215</b>	<b>\$ 277,265.00 *</b>

\* The cost is estimate is based on the following assumptions. The cost proposal is subject to change based on the final negotiated project scope.

- 1 Estimated project schedule is based on 10 month construction schedule.
- 2 Estimated project schedule is based on 1 month pre-construction schedule
- 3 Estimated project schedule is based on 1 month post-construction for project close out.
- 4 Assumes PCE can utilize City hall for temporary office for Construction Manager.



# Selma Police Department

## **POLICE DEPARTMENT** **BI-WEEKLY COUNCIL UPDATE** **(2/5/18 – 2/16/18)**

### **Crime Trends**

- Over the last 28 days, overall crime in the city of Selma has dropped by 8%. The reduction in overall crime is as a result of a 46% decrease in reported violent crimes (7 vs 13 the previous 28 days), including a 50% drop in aggravated assault (6 vs 12), and a 66% drop in domestic violence (2 vs 6). Property crime remained virtually the same (68 v 69).

### **SIGNIFICANT CALLS FOR SERVICE**

- On 2/13/18, at approximately 11pm, Officers were dispatched to 2845 Orange Ave. regarding a call of a self-inflicted gunshot wound with a rifle. While enroute dispatch updated the call as an attempt suicide. Upon arrival a 17yr old male was found outside the residence with bleeding from the area of his left upper chest/shoulder area. He was conscious and said he shot himself because he was tired of living. During the investigation a S&W AR-15 rifle was located inside the residence laying on the floor of the living room. A blood trail from the subject's bedroom extended down the hallway, out into the kitchen where a large pool of blood was found, and then into the living room and out the front door. It was determined he shot himself while in his bedroom. A spent shell casing with his name written on it with permanent marker on the casing. The subject was transported to CRMC for treatment of the wound and a WIC 5150 hold attached. The rifle was taken for safekeeping and entered into evidence

### **Personnel**

- **Personnel Vacancies (existing & pending)**
  - Two new police officers to start orientation Feb 26<sup>th</sup>.
  - One cadet being sponsored while finishing the academy
  - Records/Dispatch candidates still in background
  - Two police officer candidates staring in the background phase and two more candidates moving on to polygraph phase.





# Selma Police Department

## **Special Events**

- **2018 Bringing Broken Neighborhoods Back to Life series planning meetings have begun. Annual Appreciation Luncheon scheduled for Saturday, February 23, 2018. 2018 tentative dates for BBNBTL Block Party events include:**
  - 1. April 14**
  - 2. May 12**
  - 3. June 9**
  - 4. August 25**
  - 5. September 22**