

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

September 4, 2018

ITEM NO:

1.a.

SUBJECT:

Consideration of the Supplemental Agreement No. 029-F with the State of California Department of Transportation, for preliminary engineering for design of roadway reconstruction on Project STPL-5096 (037), Floral Avenue between Union Pacific Railroad (UPRR) and McCall Avenue.

DISCUSSION:

On June 27, 2018, the California Department of Transportation ("Caltrans") issued form E-76, "Authorization to Proceed", and on July 10, 2018, issued a Finance Letter and Program Supplement Agreement No. 029-F ("Agreement") to the City, for the preliminary engineering portion of the above-listed project, Project No. STPL-5096 (037).

The project consists of improving Floral Avenue between the Union Pacific Railroad (UPRR) and McCall Avenue

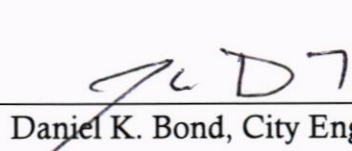
This Agreement acknowledges that Caltrans will act as the administrator of the funds and that the City agrees to comply with the covenants and remarks as specified in said Agreement.

The attached Resolution approves the Agreement and authorizes the Acting City Manager to execute the Agreement on behalf of the City.

Gateway Engineering will provide preliminary engineering for the Project. Estimated cost of preliminary engineering is \$132,000 (Federal funds \$132,000; local match is \$0).

<u>COST:</u> (Enter cost of item to be purchased in box below)		<u>BUDGET IMPACT:</u> (Enter amount this non-budgeted item will impact this years' budget in box below – if budgeted, enter NONE).
\$132,000		None
<u>FUNDING:</u> (Enter the funding source for this item in box below – if fund exists, enter the balance in the fund).		<u>ON-GOING COST:</u> (Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE).
Funding Source: Federal Funding Fund Balance:		None

RECOMMENDATION: Adopt Resolution approving Program Supplemental Agreement No. 029-F for preliminary engineering for roadway reconstruction design on Project STPL-5096 (037), Floral Avenue between Union Pacific Railroad (UPRR) and McCall Avenue, and authorize the Acting City Manager to execute the Agreement.


Daniel K. Bond, City Engineer


Date


Isaac Moreno, Acting City Manager


Date

RESOLUTION NO. 2018 – __R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA,
APPROVING PROGRAM SUPPLEMENT AGREEMENT NO. 029-F TO
ADMINISTERING AGENCY-STATE AGREEMENT NO. 06-5096F15, FOR
FEDERAL AID PROJECT NO. STPL-5096(037) COVERING THE
PRELIMINARY ENGINEERING FOR ROADWAY RECONSTRUCTION
AND IMPROVEMENTS ON FLORAL AVENUE BETWEEN UNION
PACIFIC RAILROAD AND MCCALL AVENUE.

WHEREAS, the City of Selma is desirous of improving Floral Avenue from the Union Pacific Railroad to McCall Avenue; and

WHEREAS, said project is eligible for Federal funding under STPL (Surface Transportation Program); and

WHEREAS, authorization to proceed with preliminary engineering (E-76) was issued by the Department of Transportation on June 27, 2018; and

WHEREAS, funds in the amount of \$132,000.00 have been obligated for preliminary engineering of said project; and

WHEREAS, said Agreement is administered by the State of California Department of Transportation ("Caltrans"); and

WHEREAS, Caltrans has prepared and submitted Program Supplement No. 029-F to Local Agency-State Agreement for Federal-Aid Project No. STPL-5096 (037) for the City's approval.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SELMA HEREBY FINDS, DETERMINES AND RESOLVES AS FOLLOWS:

Section 1. The City Council finds that the above recitals are true and correct and are incorporated herein by reference.

Section 2. The City Council hereby approves Program Supplement Agreement No. 029-F to Administering Agency-State Agreement No. 06-5096f15, attached hereto as Exhibit A, and incorporated herein by reference, and authorizes the City Manager to execute the Agreement.

Section 3. Severability. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

Section 4. Effective Date. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Selma on this 4th day of September 2018, by the following roll call vote:

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

Jim Avalos, Mayor

ATTEST:

By:_____
Reyna Rivera, City Clerk

DEPARTMENT OF TRANSPORTATION

Division of Local Assistance
1120 N STREET
P.O. BOX 942874, MS# 1
Sacramento, CA 94274-0001
TTY 711



File : 06-FRE-0-SEL

STPL-5096(037)

Floral Ave from UPRR to McCall
Ave

July 10, 2018

Mr. Romeo Shiplee
Public Works Director
City of Selma
1710 Tucker Street
Selma, CA 93662

Dear Mr. Shiplee:

Enclosed are two originals of the Program Supplement Agreement No. 029-F to Administering Agency-State Agreement No. 06-5096F15 and an approved Finance Letter for the subject project. **Please retain the signed Finance Letter for your records.**

Please note that federal funding will be lost if you proceed with future phase(s) of the project prior to getting the "Authorization to Proceed" with that phase.

Please review the covenants and sign both copies of this Agreement and return both to this office, Office of Project Implementation - MS1 within 90 days from the receipt of this letter. If the signed Agreements are not received back in this office within 90 days, funds will be disencumbered and/or deobligated. Alterations should not be made to the agreement language or funding. **ATTACH YOUR LOCAL AGENCY'S CERTIFIED AUTHORIZING RESOLUTION THAT CLEARLY IDENTIFIES THE OFFICIAL AUTHORIZED TO EXECUTE THE AGREEMENT ON THE AGENCY'S BEHALF.** A fully executed copy of the agreement will be returned to you upon ratification by Caltrans. No invoices for reimbursement can be processed until the agreement is fully executed.

The State budget authority supporting the encumbered funds is only available for liquidation up to specific deadlines. These deadlines are shown on the attached Finance letter as the "Reversion Date". Please ensure that your invoices are submitted at least 60 days prior to the reversion date to avoid any lapse of funds. If your agency is unable to seek reimbursement by this date you may request an extension through a Cooperative Work Agreement (CWA). A CWA is subject to the final approval of the State Department of Finance. If approved, the CWA may extend the deadline for up to two years.

Your prompt action is requested. If you have questions, please contact your District Local Assistance Engineer.

Sincerely,

Christian P. Jensen

for JOHN HOOLE, Chief
Office of Project Implementation - South
Division of Local Assistance

Enclosure

c: DLA AE Project Files
(06) DLAE - James Perrault

DEPARTMENT OF TRANSPORTATION
DIVISION OF ACCOUNTING
LOCAL PROGRAM ACCOUNTING BRANCH

FINANCE LETTER

Date: 07/09/2018
D_CO_RT: 06-FRE-0-SEL
Project No: STPL-5096(037)
Adv Project Id: 0618000264
Agreement End Date: 06/01/2020

EA No:

Attention: City of Selma

FINANCE ITEMS	PRO RATA OR LUMP SUM	TOTAL COST OF WORK	FEDERAL PART. COST	FED. REIMB %	FEDERAL M24E	LOCAL
Agency Preliminary Engineering	Lump Sum	\$132,000.00	\$132,000.00	100.00%	\$132,000.00	\$0.00
Totals:		\$132,000.00	\$132,000.00	0.00%	\$132,000.00	\$0.00

Participation Ratio: 100.00%

This Finance Letter was created based on specific financial information provided by the responsible local agency. The following encumbrance history is prepared by Local Assistance Accounting Office and is provided here for local agency's information and action.

Signature: Christian P. Jensen

Title: HQ Senior Area Engineer

For questions regarding finance letter, contact:

Printed Name : Christian P. Jensen

Telephone No: 916-653-3085

Remarks: Toll credits are being used in lieu of local match for PE phase.

ACCOUNTING INFORMATION										STPL-5096(037)		Cooperative Work Agreement	
ADV. PROJECT ID	APPROP. UNIT	STATE PROG.	FED/STATE	ENCUMBRANCE AMOUNT	APPROP YEAR	EXPENDITURE AMOUNT	ENCUMBRANCE BALANCE	REVERSION DATE				APPROVED AMOUNT	EXPIRATION DATE
0618000264	18102F	2030010810	F	\$132,000.00	1718	\$0.00	\$132,000.00	06/30/23					

PROGRAM SUPPLEMENT NO. F029
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 06-5096F15

Adv Project ID **Date:** July 2, 2018
0618000264 **Location:** 06-FRE-0-SEL
Project Number: STPL-5096(037)
E.A. Number:
Locode: 5096

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on _____ and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the Administering Agency on _____ (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION:

Floral Ave from UPRR to McCall Ave

TYPE OF WORK: Road Reconstruction

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	M24E		LOCAL	OTHER
\$132,000.00		\$132,000.00	\$0.00	\$0.00

CITY OF SELMA

STATE OF CALIFORNIA
Department of Transportation

By _____

By _____

Title _____

Chief, Office of Project Implementation
Division of Local Assistance

Date _____

Attest _____

Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer _____

Date 7/3/18

\$132,000.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

SPECIAL COVENANTS OR REMARKS

1. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.
- B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).
- C. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.
- D. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

E. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

F. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-

SPECIAL COVENANTS OR REMARKS

assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

G. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

H. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

2. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of

SPECIAL COVENANTS OR REMARKS

Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

B. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures,

SPECIAL COVENANTS OR REMARKS

48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in

SPECIAL COVENANTS OR REMARKS

ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

3. In the event that right of way acquisition for or construction of this project of the initial federal authorization for preliminary engineering is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, the ADMINISTERING AGENCY shall repay the Federal Highway Administration through Caltrans the sum of Federal funds paid under the terms of this agreement.

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

September 4, 2018

ITEM NO: 1.b.

SUBJECT: Consideration of the Supplemental Agreement No. 030-F with the State of California Department of Transportation, for preliminary engineering for design of arterial street rehabilitation on Project STPL-5096 (036), McCall Ave from Floral to Dinuba Ave; Orange Ave from Floral to Nelson Blvd; Nelson Blvd from Highland to Thompson; Rose from McCall to Country Rose; 2nd Ave from East Front to High Street

DISCUSSION: On June 27, 2018, the California Department of Transportation ("Caltrans") issued form E-76, "Authorization to Proceed", and on July 10, 2018, issued a Finance Letter and Program Supplement Agreement No. 030-F ("Agreement") to the City, for the preliminary engineering portion of the above-listed project, Project No. STPL-5096 (036).

The project consists of rehabilitation of arterial streets including McCall Ave from Floral to Dinuba Ave, Orange Ave from Floral to Nelson Blvd, Nelson Blvd from Highland to Thompson, Rose from McCall to Country Rose, and 2nd Ave from East Front to High Street.

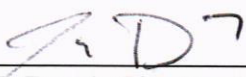
This Agreement acknowledges that Caltrans will act as the administrator of the funds and that the City agrees to comply with the covenants and remarks as specified in said Agreement.

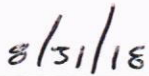
The attached Resolution approves the Agreement and authorizes the Acting City Manager to execute the Agreement on behalf of the City.

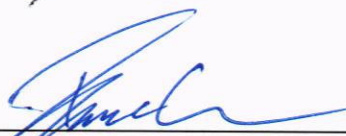
Gateway Engineering will provide preliminary engineering for the Project. Estimated cost of preliminary engineering is \$82,200 (Federal funds \$72,771; local match is \$9,429).

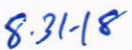
<u>COST:</u> (Enter cost of item to be purchased in box below)		<u>BUDGET IMPACT:</u> (Enter amount this non-budgeted item will impact this years' budget in box below – if budgeted, enter NONE).
\$82,200		\$9,429
<u>FUNDING:</u> (Enter the funding source for this item in box below – if fund exists, enter the balance in the fund).		<u>ON-GOING COST:</u> (Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE).
Funding Source: 88.53% Federal Funding Fund Balance: 11.47% Local Match		None

RECOMMENDATION: Adopt Resolution approving Program Supplemental Agreement No. 030-F for preliminary engineering for arterial street rehabilitation design on Project STPL-5096 (036).


 Daniel K. Bond, City Engineer


 Date


 Isaac Moreno, Acting City Manager


 Date

RESOLUTION NO. 2018 – 1R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA,
APPROVING PROGRAM SUPPLEMENT AGREEMENT NO. 030-F TO
ADMINISTERING AGENCY-STATE AGREEMENT NO. 06-5096F15, FOR
FEDERAL AID PROJECT NO. STPL-5096(036) COVERING THE
PRELIMINARY ENGINEERING FOR ARTERIAL STREET
REHABILITATION ON MCCALL FROM FLORAL AVE TO DINUBA,
ORANGE AVE FROM FLORAL TO NELSON, NELSON FROM HIGHLAND
TO THOMPSON, ROSE FROM MCCALL TO COUNTRY ROSE, AND
FROM EAST FRONT TO HIGH STREET**

WHEREAS, the City of Selma is desirous of rehabilitating arterial streets;
and

WHEREAS, said project is eligible for Federal funding under STPL (Surface
Transportation Program); and

WHEREAS, authorization to proceed with preliminary engineering (E-76)
was issued by the Department of Transportation on June 27, 2018; and

WHEREAS, funds in the amount of \$72,771.00 have been obligated for
preliminary engineering of said project, with a \$9,429.00 local match; and

WHEREAS, said Agreement is administered by the State of California
Department of Transportation (“Caltrans”); and

WHEREAS, Caltrans has prepared and submitted Program Supplement No.
030-F to Local Agency-State Agreement for Federal-Aid Project No. STPL-5096
(036) for the City's approval.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SELMA
HEREBY FINDS, DETERMINES AND RESOLVES AS FOLLOWS:**

Section 1. The City Council finds that the above recitals are true and
correct and are incorporated herein by reference.

Section 2. The City Council hereby approves Program Supplement
Agreement No. 030-F to Administering Agency-State Agreement No. 06-5096F15,
attached hereto as Exhibit A, and incorporated herein by reference, and authorizes
the City Manager to execute the Agreement.

Section 3. Severability. The provisions of this Resolution are severable and if
any provision, clause, sentence, word or part thereof is held illegal, invalid,
unconstitutional, or inapplicable to any person or circumstances, such illegality,
invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the
remaining provisions, clauses, sentences, sections, words or parts thereof of the
Resolution or their applicability to other persons or circumstances.

Section 4. Effective Date. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Selma on this 4th day of September 2018, by the following roll call vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ATTEST:

Jim Avalos, Mayor

By: _____
Reyna Rivera, City Clerk

DEPARTMENT OF TRANSPORTATION

Division of Local Assistance
1120 N STREET
P.O. BOX 942874, MS# 1
Sacramento, CA 94274-0001
TTY 711



July 10, 2018

File : 06-FRE-0-SEL

STPL-5096(036)

McCall Ave from Floral Ave to
Dinuba; Orange Ave from Floral to
Nelson; Nelson Ave from Highland to

Mr. Romeo Shiplee
Public Works Director
City of Selma
1710 Tucker Street
Selma, CA 93662

Dear Mr. Shiplee:

Enclosed are two originals of the Program Supplement Agreement No. 030-F to Administering Agency-State Agreement No. 06-5096F15 and an approved Finance Letter for the subject project. **Please retain the signed Finance Letter for your records.**

Please note that federal funding will be lost if you proceed with future phase(s) of the project prior to getting the "Authorization to Proceed" with that phase.

Please review the covenants and sign both copies of this Agreement and return both to this office, Office of Project Implementation - MS1 within 90 days from the receipt of this letter. If the signed Agreements are not received back in this office within 90 days, funds will be disencumbered and/or deobligated. Alterations should not be made to the agreement language or funding. **ATTACH YOUR LOCAL AGENCY'S CERTIFIED AUTHORIZING RESOLUTION THAT CLEARLY IDENTIFIES THE OFFICIAL AUTHORIZED TO EXECUTE THE AGREEMENT ON THE AGENCY'S BEHALF.** A fully executed copy of the agreement will be returned to you upon ratification by Caltrans. No invoices for reimbursement can be processed until the agreement is fully executed.

The State budget authority supporting the encumbered funds is only available for liquidation up to specific deadlines. These deadlines are shown on the attached Finance letter as the "Reversion Date". Please ensure that your invoices are submitted at least 60 days prior to the reversion date to avoid any lapse of funds. If your agency is unable to seek reimbursement by this date you may request an extension through a Cooperative Work Agreement (CWA). A CWA is subject to the final approval of the State Department of Finance. If approved, the CWA may extend the deadline for up to two years.

Your prompt action is requested. If you have questions, please contact your District Local Assistance Engineer.

Sincerely,

Christian P. Jensen

for
JOHN HOOLE, Chief
Office of Project Implementation - South
Division of Local Assistance

Enclosure

c: DLA AE Project Files
(06) DLAE - James Perrault

DEPARTMENT OF TRANSPORTATION
DIVISION OF ACCOUNTING
LOCAL PROGRAM ACCOUNTING BRANCH

FINANCE LETTER

Date: 07/09/2018
D_CO_RT: 06-FRE-0-SEL
Project No: STPL-5096(036)
Adv Project Id: 0618000263
Agreement End Date: 06/01/2020

EA No:

Attention: City of Selma

FINANCE ITEMS	PRO RATA OR LUMP SUM	TOTAL COST OF WORK	FEDERAL PART. COST	FED. REIMB %	FEDERAL M24E	LOCAL
Agency Preliminary Engineering	Lump Sum	\$82,200.00	\$82,200.00	88.53%	\$72,771.00	\$9,429.00
Totals:		\$82,200.00	\$82,200.00	0.00%	\$72,771.00	\$9,429.00

Participation Ratio: 100.00%

This Finance Letter was created based on specific financial information provided by the responsible local agency. The following encumbrance history is prepared by Local Assistance Accounting Office and is provided here for local agency's information and action.

Signature: Christian P. Jensen

Title: HQ Senior Area Engineer

For questions regarding finance letter, contact:

Printed Name : Christian P. Jensen

Telephone No: 916-653-3085

Remarks:

ACCOUNTING INFORMATION									STPL-5096(036)		Cooperative Work Agreement	
ADV. PROJECT ID	APPROP. UNIT	STATE PROG.	FED/STATE	ENCUMBRANCE AMOUNT	APPROP YEAR	EXPENDITURE AMOUNT	ENCUMBRANCE BALANCE	REVERSION DATE			APPROVED AMOUNT	EXPIRATION DATE
0618000263	18102F	2030010810	F	\$72,771.00	1718	\$0.00	\$72,771.00	06/30/23				

PROGRAM SUPPLEMENT NO. F030
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 06-5096F15

Adv Project ID **Date:** July 2, 2018
0618000263 **Location:** 06-FRE-0-SEL
Project Number: STPL-5096(036)
E.A. Number:
Locode: 5096

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on _____ and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the Administering Agency on _____ (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION:

McCall Ave from Floral Ave to Dinuba; Orange Ave from Floral to Nelson; Nelson Ave from Highland to Thompson; Rose from McCall to Country Rose; 2nd Ave from E Front to High

TYPE OF WORK: Selma Arterial Street Rehabilitation

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds	Matching Funds		
	M24E \$72,771.00	LOCAL		OTHER
\$82,200.00		\$9,429.00		\$0.00

CITY OF SELMA

STATE OF CALIFORNIA
Department of Transportation

By _____
Title _____
Date _____
Attest _____

By _____
Chief, Office of Project Implementation
Division of Local Assistance

Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer _____

Date 7/3/18 \$72,771.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

SPECIAL COVENANTS OR REMARKS

1. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

C. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.

D. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

E. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

F. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-

SPECIAL COVENANTS OR REMARKS

assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

G. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

H. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

2. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of

SPECIAL COVENANTS OR REMARKS

Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

B. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures,

SPECIAL COVENANTS OR REMARKS

48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in

SPECIAL COVENANTS OR REMARKS

ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

3. In the event that right of way acquisition for or construction of this project of the initial federal authorization for preliminary engineering is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, the ADMINISTERING AGENCY shall repay the Federal Highway Administration through Caltrans the sum of Federal funds paid under the terms of this agreement.

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

September 4, 2018

ITEM NO:

1.c.

SUBJECT: Denial of Claim

DISCUSSION: On July 24, 2018 the City received four new claims filed by attorney Harmandeep Kaur on behalf of claimants Maria Isabel Barragan, Vivian Gutierrez, Maria Luisa De La Riva and Connie Vega in connection with the death of their father, Bernardino De La Riva.

Upon receipt, these claims were forwarded to the Program Director of Liability Claims (AIMS) for their review. Per their review the claims were identical in nature with regard to the facts of the claim and damages being claimed. The wrongful death claims were filed by Bernardino De La Riva's four daughters. On February 2, 2018, Bernardino De La Riva was riding his bicycle westbound on the north sidewalk of Floral Avenue, approaching Highland Avenue when he struck the Waste Management truck. The injuries he sustained were fatal. According to the Police Report, Bernardino De La Riva was determined to be at fault by riding his bicycle on the sidewalk and into the crosswalk, a violation of CVC 21202(a). Also his bicycle was not equipped with any braking system of any kind which was probably why he was unable to stop prior to colliding with the side of the trash truck. Further, according to various witnesses, he was riding his bicycle at a pretty good pace, the Waste Management truck had its right blinker on and Bernardino De La Riva appeared to be looking down as he entered the roadway within the crosswalk, colliding into the side of the trash truck.


Additionally, the subject intersection was, at the time of the incident and still is, owned and maintained by Cal-Trans and the trash truck that was involved in the accident was not a City Vehicle nor was the driver a City employee.

After consideration and investigation, AIMS is recommending that this claim be placed on the Council Agenda for Consideration of rejection.

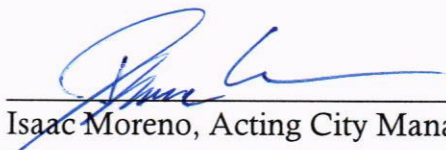
RECOMMENDATION: Rejection of Claim



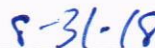
Tesla Nason, Human Resources Manager



Date



Isaac Moreno, Acting City Manager



Date

CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY

CLAIM FORM

(Please Type Or Print)

RECEIVED

JUL 24 2018

City of Selma *WJH*

CLAIM AGAINST City of Selma

(Name of Entity)

Claimant's name: Maria Isabel Barragan

SS#: _____ DOB: _____ Gender: Male _____ Female ☒

Claimant's address: 12271 E. Nebraska Ave., Selma, CA 93662 Telephone: (559) 391-6099

Address where notices about claim are to be sent, if different from above: Berg Injury Lawyers
1317 Oakdale Rd., Suite 500, Modesto, CA 95355

Date of incident/accident: 02/02/2018

Date injuries, damages, or losses were discovered: 02/02/2018

Location of incident/accident: See Page 3

What did entity or employee do to cause this loss, damage, or injury? See Page 3

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

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? City of Selma, by
and through its departments, and/or agents, servants, employees, and independent contractors.

What specific injuries, damages, or losses did claimant receive? See Page 4

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

What amount of money is claimant seeking or, if the amount is in excess of \$10,000, which is the appropriate court of jurisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code 910(f)]

In excess of \$25,000.00 Unlimited Jurisdiction

How was this amount calculated (please itemize)? _____

Economic and non-economic damages.

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

Date Signed: 7/23/2018 Signature: 

If signed by representative:

Representative's Name Harmandeep Kaur Address 1317 Oakdale Rd., Suite 500, Modesto, CA

Telephone # (209) 575-3600

Relationship to Claimant Attorney

DIAGRAMS

General Diagram

↑
North

Street Incidents

↑
North

Location of incident/accident:

Highland Avenue, at or near its intersection with Floral Avenue, in the City of Selma, County of Fresno, State of California.

What did entity or employee do to cause this loss, damage, or injury?

On or about February 02, 2018, Claimant Maria Isabel Barragan's father, Bernardino De La Riva, deceased, was riding his bicycle traveling westbound on the north sidewalk of Floral Avenue, approaching Highland Avenue, in the City of Selma, County of Fresno, State of California, when he was struck by a Waste Management Truck traveling westbound Floral Avenue, making a right turn northbound onto Highland Avenue, operated by an Eulalio Bernal. [See Selma Traffic collision report 180000471 attached hereto.]

On or about February 02, 2018, and for some time prior thereto, the City of Selma, by and through its departments, and/or agents, servants, employees, and independent contractors, (hereinafter referenced to collectively as "Defendants") negligently and carelessly planned, constructed, owned, operated controlled, maintained, inspected, regulated, repaired, and equipped the aforementioned intersection and the structures, shoulders and areas next to the shoulders, signs, warnings, striping, delineation, contours, cross-sections, speed limits, traffic controls, alignment and other things upon, adjacent, and appurtenant thereto, and the approaches to the accident location such that the same were caused and allowed to be, and were, in a dangerous and/or defective condition, constituting, in certain respects, a concealed trap for motorists and bicyclists thereon, in that, among other things: the traffic control devices and/or lack thereof, traffic lighting and/or pedestrian controls and/or lack thereof, the shoulder, shoulder width, shoulder consistency, roadway striping marking, delineation, roadway edge, shoulder edge and lane width, sidewalk, sidewalk width and structures and signs thereupon were in a dangerous and/or defective condition. Further said Defendants failed to provide an adequate and safe pathway for bicyclists, failed to provide an adequate and safe crosswalk and traffic controls, failed to remove foliage, and posted signs, poles, and structures located on or adjacent to the sidewalk and/or next to roadway, failed to provide speed reduction and speed advisory signs, failed to provide adequate, safe useable crosswalk, failed to provide travel path free of visual obstructions, failed to provide adequate warnings and bicyclists controls and failed to provide safe, adequate protection for bicyclists, failed to prevent vehicles from colliding with bicyclists in the roadway and obstacles next to the roadway and failed to provide sufficient traffic lighting and other conditions as yet unknown may have contributed to the dangerous and defective character of said public property, and to its concealed traps. Claimant will pray leave to assert same as they become known. By reason of the foregoing, said public property was in a dangerous and defective condition, constituting, in various respects, a concealed trap for bicyclists and motorists using same, and creating a substantial risk of harm to persons using same, and the property adjacent thereto, with due care in a manner in which it was reasonably foreseeable said public property would be used. Also, Defendants were further negligent and careless in that, by and through its agents, servants, employees, and independent contractors, it knew, or in the exercise of ordinary care should have known, of the dangerous condition of said public property, of the concealed traps thereby created for those using same, and of the risk of injury created

thereby, and nevertheless failed to remedy said condition(s), although having a reasonable opportunity to do so.

Defendants' said actions/inactions were the actual and proximate cause of Claimant's father, Bernardino De La Riva's, fatal injuries. As a direct and proximate result of the said actions/inactions of Defendants, Claimant, Maria Isabel Barragan, sustained wrongful death damages as herein alleged.

What specific injuries, damage, or losses did claimant receive?

Claimant's father, Bernardino De La Riva, deceased, sustained fatal injuries. Claimant suffered wrongful death damages including, but not limited to, economic losses, funeral expenses, and loss of support, love companionship, comfort, affection, society services, advice, solace and moral support.

CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY

CLAIM FORM

RECEIVED

(Please Type Or Print)

JUL 24 2018

CLAIM AGAINST City of Selma

City of Selma

(Name of Entity)

Claimant's name: Maria Luisa De La Riva

SS# _____ DOB: _____ Gender: Male _____ Female ☒

Claimant's address: 3670 McCall Ave., Apt. 516, Selma, CA 93662 Telephone: (559) 691-7645

Address where notices about claim are to be sent, if different from above: Berg Injury Lawyers
1317 Oakdale Rd., Suite 500, Modesto, CA 95355

Date of incident/accident: 02/02/2018

Date injuries, damages, or losses were discovered: 02/02/2018

Location of incident/accident: See Page 3

What did entity or employee do to cause this loss, damage, or injury? See Page 3

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

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? City of Selma, by
and through its departments, and/or agents, servants, employees, and independent contractors.

What specific injuries, damages, or losses did claimant receive? See Page 4

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

What amount of money is claimant seeking or, if the amount is in excess of \$10,000, which is the appropriate court of jurisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code 910(f)]

In excess of \$25,000.00 Unlimited Jurisdiction

How was this amount calculated (please itemize)? _____

Economic and non-economic damages.

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

Date Signed: 7/23/2018 Signature: [Signature]

If signed by representative:

Representative's Name Harmandeep Kaur Address 1317 Oakdale Rd., Suite 500, Modesto, CA

Telephone # (209) 575-3600

Relationship to Claimant Attorney

DIAGRAMS

General Diagram

↑
North
|

Street Incidents

↑
North
|

Location of incident/accident:

Highland Avenue, at or near its intersection with Floral Avenue, in the City of Selma, County of Fresno, State of California.

What did entity or employee do to cause this loss, damage, or injury?

On or about February 02, 2018, Claimant Maria Luisa De La Riva's father, Bernardino De La Riva, deceased, was riding his bicycle traveling westbound on the north sidewalk of Floral Avenue, approaching Highland Avenue, in the City of Selma, County of Fresno, State of California, when he was struck by a Waste Management Truck traveling westbound Floral Avenue, making a right turn northbound onto Highland Avenue, operated by an Eulalio Bernal. [See Selma Traffic collision report 180000471 attached hereto.]

On or about February 02, 2018, and for some time prior thereto, the City of Selma, by and through its departments, and/or agents, servants, employees, and independent contractors, (hereinafter referenced to collectively as "Defendants") negligently and carelessly planned, constructed, owned, operated controlled, maintained, inspected, regulated, repaired, and equipped the aforementioned intersection and the structures, shoulders and areas next to the shoulders, signs, warnings, striping, delineation, contours, cross-sections, speed limits, traffic controls, alignment and other things upon, adjacent, and appurtenant thereto, and the approaches to the accident location such that the same were caused and allowed to be, and were, in a dangerous and/or defective condition, constituting, in certain respects, a concealed trap for motorists and bicyclists thereon, in that, among other things: the traffic control devices and/or lack thereof, traffic lighting and/or pedestrian controls and/or lack thereof, the shoulder, shoulder width, shoulder consistency, roadway striping marking, delineation, roadway edge, shoulder edge and lane width, sidewalk, sidewalk width and structures and signs thereupon were in a dangerous and/or defective condition. Further said Defendants failed to provide an adequate and safe pathway for bicyclists, failed to provide an adequate and safe crosswalk and traffic controls, failed to remove foliage, and posted signs, poles, and structures located on or adjacent to the sidewalk and/or next to roadway, failed to provide speed reduction and speed advisory signs, failed to provide adequate, safe useable crosswalk, failed to provide travel path free of visual obstructions, failed to provide adequate warnings and bicyclists controls and failed to provide safe, adequate protection for bicyclists, failed to prevent vehicles from colliding with bicyclists in the roadway and obstacles next to the roadway and failed to provide sufficient traffic lighting and other conditions as yet unknown may have contributed to the dangerous and defective character of said public property, and to its concealed traps. Claimant will pray leave to assert same as they become known. By reason of the foregoing, said public property was in a dangerous and defective condition, constituting, in various respects, a concealed trap for bicyclists and motorists using same, and creating a substantial risk of harm to persons using same, and the property adjacent thereto, with due care in a manner in which it was reasonably foreseeable said public property would be used. Also, Defendants were further negligent and careless in that, by and through its agents, servants, employees, and independent contractors, it knew, or in the exercise of ordinary care should have known, of the dangerous condition of said public property, of the concealed traps thereby created for those using same, and of the risk of injury created

thereby, and nevertheless failed to remedy said condition(s), although having a reasonable opportunity to do so.

Defendants' said actions/inactions were the actual and proximate cause of Claimant's father, Bernardino De La Riva's, fatal injuries. As a direct and proximate result of the said actions/inactions of Defendants, Claimant, Maria Luisa De La Riva, sustained wrongful death damages as herein alleged.

What specific injuries, damage, or losses did claimant receive?

Claimant's father, Bernardino De La Riva, deceased, sustained fatal injuries. Claimant suffered wrongful death damages including, but not limited to, economic losses, funeral expenses, and loss of support, love companionship, comfort, affection, society services, advice, solace and moral support.

CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY

CLAIM FORM

(Please Type Or Print)

RECEIVED

JUL 24 2018

City of Selma

CLAIM AGAINST City of Selma

(Name of Entity)

Claimant's name: Vivian Gutierrez

SS#: _____ DOB: _____ Gender: Male _____ Female ☒

Claimant's address: 1880 S. Orangewood Dr., Fresno, CA 93727 Telephone: (559) 213-4340

Address where notices about claim are to be sent, if different from above: Berg Injury Lawyers
1317 Oakdale Rd., Suite 500, Modesto, CA 95355

Date of incident/accident: 02/02/2018

Date injuries, damages, or losses were discovered: 02/02/2018

Location of incident/accident: See Page 3

What did entity or employee do to cause this loss, damage, or injury? See Page 3

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

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? City of Selma, by
and through its departments, and/or agents, servants, employees, and independent contractors.

What specific injuries, damages, or losses did claimant receive? See Page 4

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


What amount of money is claimant seeking or, if the amount is in excess of \$10,000, which is the appropriate court of jurisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code 910(f)]

In excess of \$25,000.00 Unlimited Jurisdiction

How was this amount calculated (please itemize)? _____

Economic and non-economic damages.

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

Date Signed: 7/23/2018 Signature: 

If signed by representative:

Representative's Name Harmandeep Kaur Address 1317 Oakdale Rd., Suite 500, Modesto, CA

Telephone # (209) 575-3600

Relationship to Claimant Attorney

DIAGRAMS

General Diagram

↑
North
|

Street Incidents

↑
North
|

Location of incident/accident:

Highland Avenue, at or near its intersection with Floral Avenue, in the City of Selma, County of Fresno, State of California.

What did entity or employee do to cause this loss, damage, or injury?

On or about February 02, 2018, Claimant Vivian Gutierrez's father, Bernardino De La Riva, deceased, was riding his bicycle traveling westbound on the north sidewalk of Floral Avenue, approaching Highland Avenue, in the City of Selma, County of Fresno, State of California, when he was struck by a Waste Management Truck traveling westbound Floral Avenue, making a right turn northbound onto Highland Avenue, operated by an Eulalio Bernal. [See Selma Traffic collision report 180000471 attached hereto.]

On or about February 02, 2018, and for some time prior thereto, the City of Selma, by and through its departments, and/or agents, servants, employees, and independent contractors, (hereinafter referenced to collectively as "Defendants") negligently and carelessly planned, constructed, owned, operated controlled, maintained, inspected, regulated, repaired, and equipped the aforementioned intersection and the structures, shoulders and areas next to the shoulders, signs, warnings, striping, delineation, contours, cross-sections, speed limits, traffic controls, alignment and other things upon, adjacent, and appurtenant thereto, and the approaches to the accident location such that the same were caused and allowed to be, and were, in a dangerous and/or defective condition, constituting, in certain respects, a concealed trap for motorists and bicyclists thereon, in that, among other things: the traffic control devices and/or lack thereof, traffic lighting and/or pedestrian controls and/or lack thereof, the shoulder, shoulder width, shoulder consistency, roadway striping marking, delineation, roadway edge, shoulder edge and lane width, sidewalk, sidewalk width and structures and signs thereupon were in a dangerous and/or defective condition. Further said Defendants failed to provide an adequate and safe pathway for bicyclists, failed to provide an adequate and safe crosswalk and traffic controls, failed to remove foliage, and posted signs, poles, and structures located on or adjacent to the sidewalk and/or next to roadway, failed to provide speed reduction and speed advisory signs, failed to provide adequate, safe useable crosswalk, failed to provide travel path free of visual obstructions, failed to provide adequate warnings and bicyclists controls and failed to provide safe, adequate protection for bicyclists, failed to prevent vehicles from colliding with bicyclists in the roadway and obstacles next to the roadway and failed to provide sufficient traffic lighting and other conditions as yet unknown may have contributed to the dangerous and defective character of said public property, and to its concealed traps. Claimant will pray leave to assert same as they become known. By reason of the foregoing, said public property was in a dangerous and defective condition, constituting, in various respects, a concealed trap for bicyclists and motorists using same, and creating a substantial risk of harm to persons using same, and the property adjacent thereto, with due care in a manner in which it was reasonably foreseeable said public property would be used. Also, Defendants were further negligent and careless in that, by and through its agents, servants, employees, and independent contractors, it knew, or in the exercise of ordinary care should have known, of the dangerous condition of said public property, of the concealed traps thereby created for those using same, and of the risk of injury created

thereby, and nevertheless failed to remedy said condition(s), although having a reasonable opportunity to do so.

Defendants' said actions/inactions were the actual and proximate cause of Claimant's father, Bernardino De La Riva's, fatal injuries. As a direct and proximate result of the said actions/inactions of Defendants, Claimant, Vivian Gutierrez, sustained wrongful death damages as herein alleged.

What specific injuries, damage, or losses did claimant receive?

Claimant's father, Bernardino De La Riva, deceased, sustained fatal injuries. Claimant suffered wrongful death damages including, but not limited to, economic losses, funeral expenses, and loss of support, love companionship, comfort, affection, society services, advice, solace and moral support.

CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY

CLAIM FORM

(Please Type Or Print)

RECEIVED

JUL 24 2018

Handwritten signature

CLAIM AGAINST City of Selma

(Name of Entity)

City of Selma

Claimant's name: Connie Vega

SS#: _____ DOB: _____ Gender: Male _____ Female ☒

Claimant's address: 12271 E. Nebraska Ave., Selma, CA 93662 Telephone: (559) 356-6225

Address where notices about claim are to be sent, if different from above: Berg Injury Lawyers
1317 Oakdale Rd., Suite 500, Modesto, CA 95355

Date of incident/accident: 02/02/2018

Date injuries, damages, or losses were discovered: 02/02/2018

Location of incident/accident: See Page 3

What did entity or employee do to cause this loss, damage, or injury? See Page 3

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

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? City of Selma, by
and through its departments, and/or agents, servants, employees, and independent contractors.

What specific injuries, damages, or losses did claimant receive? See Page 4

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

What amount of money is claimant seeking or, if the amount is in excess of \$10,000, which is the appropriate court of jurisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code 910(f)]

In excess of \$25,000.00 Unlimited Jurisdiction

How was this amount calculated (please itemize)? _____
Economic and non-economic damages.

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

Date Signed: 7/23/2018 Signature: *[Handwritten Signature]*

If signed by representative:

Representative's Name Harmandeep Kaur Address 1317 Oakdale Rd., Suite 500, Modesto, CA

Telephone # (209) 575-3600

Relationship to Claimant Attorney

DIAGRAMS

General Diagram

↑
North
|

Street Incidents

↑
North
|

Location of incident/accident:

Highland Avenue, at or near its intersection with Floral Avenue, in the City of Selma, County of Fresno, State of California.

What did entity or employee do to cause this loss, damage, or injury?

On or about February 02, 2018, Claimant Connie Vega's father, Bernardino De La Riva, deceased, was riding his bicycle traveling westbound on the north sidewalk of Floral Avenue, approaching Highland Avenue, in the City of Selma, County of Fresno, State of California, when he was struck by a Waste Management Truck traveling westbound Floral Avenue, making a right turn northbound onto Highland Avenue, operated by an Eulalio Bernal. [See Selma Traffic collision report 180000471 attached hereto.]

On or about February 02, 2018, and for some time prior thereto, the City of Selma, by and through its departments, and/or agents, servants, employees, and independent contractors, (hereinafter referenced to collectively as "Defendants") negligently and carelessly planned, constructed, owned, operated controlled, maintained, inspected, regulated, repaired, and equipped the aforementioned intersection and the structures, shoulders and areas next to the shoulders, signs, warnings, striping, delineation, contours, cross-sections, speed limits, traffic controls, alignment and other things upon, adjacent, and appurtenant thereto, and the approaches to the accident location such that the same were caused and allowed to be, and were, in a dangerous and/or defective condition, constituting, in certain respects, a concealed trap for motorists and bicyclists thereon, in that, among other things: the traffic control devices and/or lack thereof, traffic lighting and/or pedestrian controls and/or lack thereof, the shoulder, shoulder width, shoulder consistency, roadway striping marking, delineation, roadway edge, shoulder edge and lane width, sidewalk, sidewalk width and structures and signs thereupon were in a dangerous and/or defective condition. Further said Defendants failed to provide an adequate and safe pathway for bicyclists, failed to provide an adequate and safe crosswalk and traffic controls, failed to remove foliage, and posted signs, poles, and structures located on or adjacent to the sidewalk and/or next to roadway, failed to provide speed reduction and speed advisory signs, failed to provide adequate, safe useable crosswalk, failed to provide travel path free of visual obstructions, failed to provide adequate warnings and bicyclists controls and failed to provide safe, adequate protection for bicyclists, failed to prevent vehicles from colliding with bicyclists in the roadway and obstacles next to the roadway and failed to provide sufficient traffic lighting and other conditions as yet unknown may have contributed to the dangerous and defective character of said public property, and to its concealed traps. Claimant will pray leave to assert same as they become known. By reason of the foregoing, said public property was in a dangerous and defective condition, constituting, in various respects, a concealed trap for bicyclists and motorists using same, and creating a substantial risk of harm to persons using same, and the property adjacent thereto, with due care in a manner in which it was reasonably foreseeable said public property would be used. Also, Defendants were further negligent and careless in that, by and through its agents, servants, employees, and independent contractors, it knew, or in the exercise of ordinary care should have known, of the dangerous condition of said public property, of the concealed traps thereby created for those using same, and of the risk of injury created

thereby, and nevertheless failed to remedy said condition(s), although having a reasonable opportunity to do so.

Defendants' said actions/inactions were the actual and proximate cause of Claimant's father, Bernardino De La Riva's, fatal injuries. As a direct and proximate result of the said actions/inactions of Defendants, Claimant, Connie Vega, sustained wrongful death damages as herein alleged.

What specific injuries, damage, or losses did claimant receive?

Claimant's father, Bernardino De La Riva, deceased, sustained fatal injuries. Claimant suffered wrongful death damages including, but not limited to, economic losses, funeral expenses, and loss of support, love companionship, comfort, affection, society services, advice, solace and moral support.

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

September 4, 2018

ITEM NO: 1.d.

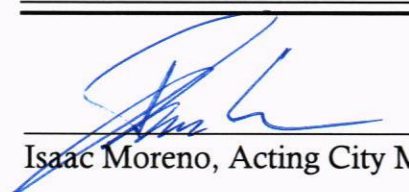
SUBJECT: Declaring Surplus and Sale, Donation or Disposal of City Property

DISCUSSION: The Police and Public Works Departments' are requesting Council's approval to declare as surplus the vehicle/equipment list attached hereto as "Exhibit A", and to authorize the sale, donation or disposal of said vehicles/equipment.

Given the age, mileage and general condition of these vehicles, the use of these vehicles/equipment are no longer cost-effective for the City.

VEHICLE #	DEPT	USE	DESCRIPTION	LICENSE	VIN/SERIAL NUMBER	REASON
188	2200	Police Patrol	2016 Ford Explorer	1509442	1FM5K8AR1GGD35342	Totaled In Traffic Collision
160	2200	Police Patrol	2007 Ford Crown Vic.	1271826	2FAHP71W37X162703	Air Conditioner issues, high mileage 96,182
171	2200	Police Patrol	2007 Ford Crown Vic.	1268972	2FAFP71V98X151818	Extensive paint peeling on most of roof, Air Conditioner issues, high mileage 92,732
169	2200	Police Patrol	2008 Ford Crown Vic.	1323314	2FAHP71V08X169259	Extensive paint peeling on different spots of car, high mileage 98,260

RECOMMENDATION: Adopt a Resolution declaring the vehicles on the Surplus Vehicle List as surplus, and authorize the sale, donation or disposal of the vehicles.


Isaac Moreno, Acting City Manager

8-31-18
Date

RESOLUTION NO. 2018 – __ R

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

WHEREAS, in accordance with the provisions of Government Code Section 37350, the City is permitted to dispose of personal property for the common benefit; and

WHEREAS, the City desires to declare certain vehicles to be surplus. A description of said vehicles is attached hereto as “Exhibit A”.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SELMA
HEREBY FINDS, DETERMINES AND RESOLVES AS FOLLOWS:**

Section 1. The City Council finds that the above recitals are true and correct and are incorporated herein by reference.

Section 2. Given the age, mileage and condition of each of the vehicles set forth in Exhibit A, and the costs associated with the maintenance of said vehicles, the City Council hereby declares the four vehicles as surplus property.

Section 3. The City Manager is hereby directed to sell, donate or dispose of the surplus vehicles, and take all actions necessary to effectuate the direction set forth in this Resolution.

Section 4. Severability. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

Section 5. Effective Date. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Selma on this 4th day of September 2018, by the following roll call vote:

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

ATTEST:

Jim Avalos, Mayor

Reyna Rivera, City Clerk

Exhibit A – City of Selma Vehicle Surplus – Selma City Council Agenda, September 4, 2018

VEHICLE #	DEPT	USE	DESCRIPTION	LICENSE	VIN/SERIAL NUMBER	REASON
188	2200	Police Patrol	2016 Ford Explorer	1509442	1FM5K8AR1GGD35342	Totaled In Traffic Collision
160	2200	Police Patrol	2007 Ford Crown Vic.	1271826	2FAHP71W37X162703	Air Conditioner issues, high mileage 96,182
171	2200	Police Patrol	2007 Ford Crown Vic.	1268972	2FAFP71V98X151818	Extensive paint peeling on most of roof, Air Conditioner issues, high mileage 92,732
169	2200	Police Patrol	2008 Ford Crown Vic.	1323314	2FAHP71V08X169259	Extensive paint peeling on different spots of car, high mileage 98,260

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

September 4, 2018

ITEM NO:

1.e.

SUBJECT: Resolution Approving and Adopting Amendments to the Miscellaneous Mid-Management Employees, Public Works and Transit Maintenance Employees and the Secretarial, Technical, Clerical Association Memorandums of Understanding Regarding Health Insurance Benefits

DISCUSSION:

Since joining the CalPERS Health Insurance Plan in 2001, the City Council has established the maximum allowance (or cap) for medical insurance by utilizing the two lowest premiums. For 2019 the two lowest premiums are PERS Select PPO and Kaiser Permanente HMO. Therefore, for the 2019 maximum allowance City Staff is proposing that the Council approve the Kaiser Permanente HMO premiums as the maximum allowance, which would result in a slight decrease of 3.99% from the 2018 maximum allowance. Please refer to attached document.

The following resolution provides for amendments to the Mid-Management Employees, the Secretarial, Technical, Clerical employees and the Public Works and Transit Maintenance Employees Memorandums of Understanding. These amendments will amend the maximum allowances (caps) paid by the City for each employee's health insurances from January 1 through December 31, 2019.

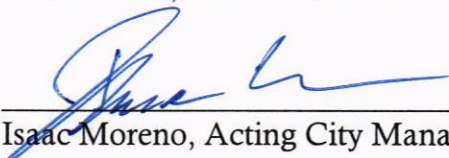
RECOMMENDATION: Approval of Resolution Approving and Adopting Amendments to the Miscellaneous Mid-Management Employees, Public Works and Transit Maintenance Employees and the Secretarial, Technical, Clerical Association Memorandums of Understanding Regarding Health Insurance Benefits



Tesla Nason, Human Resources Manager

8/31/18

Date



Isaac Moreno, Acting City Manager

8-31-18

Date

OPEN ENROLLMENT for CalPERS Health Insurance – October 3, 4, & 5, 2018

Medical Insurance: Since joining CalPERS Health Insurance Plan in 2001, the City Council has established the maximum allowance (or cap) by utilizing the two lowest premiums. For 2019 the two lowest premiums are PERS Select PPO and Kaiser Permanente HMO. Therefore, for the 2019 maximum allowance (or cap) we are proposing the council approve the Kaiser Permanente HMO premiums as the maximum allowance, which would result in a **slight decrease of -3.99%** from the 2018 maximum allowance.

Proposed Health Insurance Caps

Beginning 2019 the maximum allowances (or caps) would be:

	Proposed 2019 Caps	2018 Caps
Employee only	628.63	654.74
Employee + 1	1,257.26	1,309.48
Employee + 2 +	1,634.44	1,702.32

The employees will continue to pay -0- to 10% plus the difference between the cap and the premium if they choose a plan with a higher premium, based on the established arrangement.

Dental Insurance

The allotted premium amount will remain \$80.00/month.

Vision Insurance

The allotted premium amount will remain \$15.73/month.

Employees will continue to pay -0- to 10% out of pocket for these policies under the established arrangement.

RESOLUTION NO. 2018- R

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SELMA APPROVING AND ADOPTING AMENDMENTS TO THE
MEMORANDA OF UNDERSTANDING BETWEEN THE CITY AND THE
MISCELLANEOUS MID-MANAGEMENT EMPLOYEES, PUBLIC WORKS AND
TRANSIT MAINTENANCE EMPLOYEES AND THE SECRETARIAL, TECHNICAL,
CLERICAL ASSOCIATION
REGARDING
HEALTH INSURANCE BENEFITS**

WHEREAS, the City has requested and notified the representatives of the Miscellaneous Mid Management Employees, Public Works and Transit Maintenance Employees, and the Secretarial, Technical, Clerical Association bargaining units, of the need to amend the current Memorandums of Understanding ("MOUs") to include information regarding the 2019 CalPERS benefits and to amend the maximum amounts the City will contribute toward the health insurance premiums beginning January 1, 2019; and

WHEREAS, representatives of the three employee associations/units have declared their approval of said amendments to their appropriate Memorandums of Understanding; and

WHEREAS, since joining the CalPERS Health Insurance Plan in 2001, the City Council has established the maximum allowance (or cap) for medical insurance by utilizing the two lowest premiums. For 2019 the two lowest premiums are PERS Select PPO and Kaiser Permanente HMO. Therefore, for the 2019 maximum allowance City Staff is proposing the Council approve the Kaiser Permanente HMO premiums as the maximum allowance, which would result in a slight decrease of 3.99% from the 2018 maximum allowance; and

WHEREAS, City Staff recommends that the City Council approve the proposed amendments to the MOUs as shown in Exhibit A, attached hereto and incorporated herein by reference.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SELMA HEREBY FINDS, DETERMINES AND RESOLVES AS FOLLOWS:

Section 1. The City Council finds that the above recitals are true and correct and are incorporated herein by reference.

Section 2. The amendments to the MOUs set forth in Exhibit A are hereby approved, and the City Manager is authorized to execute said amendments.

Section 3. Severability. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or

inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

Section 4. Effective Date. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Selma on this 4th day of September 2018, by the following roll call vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

Jim Avalos
Mayor

ATTEST:

Reyna Rivera
City Clerk

AMENDMENT NO. 2 TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF SELMA AND
PUBLIC WORKS AND TRANSIT MAINTENANCE EMPLOYEES
FOR THE PERIOD
JULY 1, 2017 THROUGH JUNE 30, 2019

This Amendment No. 2 to the Memorandum of Understanding (“MOU”) Between the City of Selma (“City”) and Public Works and Transit Maintenance Employees (“Unit”) for the period July 1, 2017 through June 30, 2019 is made and entered into this 4th day of September 2018 (“Effective Date”), by and between the City, and the Unit.

RECITALS

WHEREAS, the City of Selma has requested and notified the representatives of the Public Works and Transit Maintenance Employees bargaining unit of the need to amend the current Memorandum of Understanding (“MOU”) to include information regarding the 2019 CalPERS benefits and to amend the maximum amounts the City will contribute toward the health insurance premiums beginning January 1, 2019; and

WHEREAS, representatives of the Public Works and Transit Maintenance Employees bargaining unit have declared their approval of said amendments to their Memorandum of Understanding.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, it is agreed the aforesaid MOU, a copy of which is attached hereto as Exhibit A, and incorporated herein by reference, shall remain in full force and effect except as otherwise hereinafter provided:

1. **ARTICLE 6 - INSURANCE BENEFITS**

D. **CalPERS Health Insurance:**

3. **Maximum Premium Allowances for Health Insurance – 2019**
From January 1, 2019 through December 31, 2019 the City shall contribute the following maximum amount for the health insurance for each employee enrolled in one of the health insurance plans as provided by CalPERS. The following amounts include the required contribution of \$136.00 per covered employee by the City to CalPERS Health Plan (Senate Bill 1464, Chapter 896, Date 09/26/02). The maximum allowances per employee shall be:

For employees choosing PerSelect PPO:

Employee only – \$462.71

Employee plus one – \$925.42

Employee plus two or more – \$1,203.05

For employees choosing Kaiser or Other Plan:

Employee only – \$628.63

Employee plus one – \$1,257.26

Employee plus two or more – \$1,634.44

4. Section D.4. is rescinded in its entirety.

E. Dental Insurance:

2. Maximum Premium Allowance for Dental Insurance

From January 1, 2019 through December 31, 2019, the maximum Dental insurance premium allowances for each employee is \$80.00 per month.

F. Vision Insurance:

2. Maximum Premium Allowance for Vision Insurance

From January 1, 2019 through December 31, 2019, the Vision insurance premium allowances for each employee is \$15.73 per month.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to be executed as of the Effective Date.

CITY OF SELMA

PUBLIC WORKS AND TRANSIT
MAINTENANCE EMPLOYEES

By: _____
Isaac Moreno, Acting City Manager/
Municipal Employees Relations Officer

By: _____
Unit Representative

By: _____
Unit Representative

ATTEST:

Reyna Rivera, City Clerk

Approved as to Form:

Bianca Sparks Rojas, City Attorney

AMENDMENT NO. 3 TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF SELMA AND
MISCELLANEOUS MID-MANAGEMENT EMPLOYEES
FOR THE PERIOD
JULY 1, 2017 THROUGH JUNE 30, 2019

This Amendment No. 3 to the Memorandum of Understanding (“MOU”) Between the City of Selma (“City”) and Miscellaneous Mid-Management Employees (“Unit”) for the period July 1, 2017 through June 30, 2019 is made and entered into this 4th day of September 2018 (“Effective Date”), by and between the City, and the Unit.

RECITALS

WHEREAS, the City of Selma has requested and notified the representatives of the Miscellaneous Mid-Management Employees bargaining unit of the need to amend the current Memorandum of Understanding (MOU) to include information regarding the 2019 CalPERS benefits and to amend the maximum amounts the City will contribute toward the health insurance premiums beginning January 1, 2019; and

WHEREAS, representatives of the Miscellaneous Mid-Management Employees bargaining unit have declared their approval of said amendments to their Memorandum of Understanding.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, it is agreed the aforesaid MOU, a copy of which is attached hereto as Exhibit A, and incorporated herein by reference, shall remain in full force and effect except as otherwise hereinafter provided:

1. **ARTICLE 8 - INSURANCE BENEFITS**

D. **CalPERS Health Insurance:**

3. **Maximum Premium Allowances for Health Insurance – 2019**
From January 1, 2019 through December 31, 2019 the City shall contribute the following maximum amount for the health insurance for each employee enrolled in one of the health insurance plans as provided by CalPERS. The following amounts include the required contribution of \$136.00 per covered employee by the City to CalPERS Health Plan (Senate Bill 1464, Chapter 896, Date 09/26/02). The maximum allowances per employee shall be:

For employees choosing PerSelect PPO:

Employee only – \$462.71

Employee plus one – \$925.42

Employee plus two or more – \$1,203.05

4. Section D.4. is rescinded in its entirety.

For employees choosing Kaiser or Other Plan:

Employee only – \$628.63

Employee plus one – \$1,257.26

Employee plus two or more – \$1,634.44

E. Dental Insurance:

1. Maximum Premium Allowance for Dental Insurance

From January 1, 2019 through December 31, 2019, the maximum Dental insurance premium allowances for each employee is \$80.00 per month.

F. Vision Insurance:

1. Maximum Premium Allowance for Vision Insurance

From January 1, 2019 through December 31, 2019, the Vision insurance premium allowances for each employee is \$15.73 per month.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 3 to be executed as of the Effective Date.

CITY OF SELMA

MISCELLANEOUS MID-MANAGEMENT
EMPLOYEES

By: _____
Isaac Moreno, Acting City Manager/
Municipal Employees Relations Officer

By: _____
Unit Representative

By: _____
Unit Representative

ATTEST:

Reyna Rivera, City Clerk

Approved as to Form:

Bianca Sparks Rojas, City Attorney

AMENDMENT NO. 2 TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF SELMA AND
SECRETARIAL, TECHNICAL, CLERICAL ASSOCIATION
FOR THE PERIOD
JULY 1, 2017 THROUGH JUNE 30, 2019

This Amendment No. 2 to the Memorandum of Understanding ("MOU") Between the City of Selma ("City") and Secretarial, Technical, Clerical Association ("Unit") for the period July 1, 2017 through June 30, 2019 is made and entered into this 4th day of September 2018 ("Effective Date"), by and between the City, and the Unit.

RECITALS

WHEREAS, the City of Selma has requested and notified the representatives of the Secretarial, Technical, Clerical Association bargaining unit of the need to amend the current Memorandum of Understanding ("MOU") to include information regarding the 2019 CalPERS benefits and to amend the maximum amounts the City will contribute toward the health insurance premiums beginning January 1, 2019; and

WHEREAS, representatives of the Secretarial, Technical, Clerical Association bargaining unit have declared their approval of said amendments to their Memorandum of Understanding.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, it is agreed the aforesaid MOU, a copy of which is attached hereto as Exhibit A, and incorporated herein by reference, shall remain in full force and effect except as otherwise hereinafter provided:

1. **ARTICLE 8 - INSURANCE BENEFITS**

D. **CalPERS Health Insurance:**

3. **Maximum Premium Allowances for Health Insurance – 2019**
From January 1, 2019 through December 31, 2019 the City shall contribute the following maximum amount for the health insurance for each employee enrolled in one of the health insurance plans as provided by CalPERS. The following amounts include the required contribution of \$136.00 per covered employee by the City to CalPERS Health Plan (Senate Bill 1464, Chapter 896, Date 09/26/02). The maximum allowances per employee shall be:

For employees choosing PerSelect PPO:

Employee only – \$462.71

Employee plus one – \$925.42

Employee plus two or more – \$1,203.05

For employees choosing Kaiser or Other Plan:

Employee only – \$628.63
Employee plus one – \$1,257.26
Employee plus two or more – \$1,634.44

4. Section D.4. is rescinded in its entirety.

E. Dental Insurance:

2. Maximum Premium Allowance for Dental Insurance
From January 1, 2019 through December 31, 2019, the maximum Dental insurance premium allowances for each employee is \$80.00 per month.

F. Vision Insurance:

2. Maximum Premium Allowance for Vision Insurance
From January 1, 2019 through December 31, 2019, the Vision insurance premium allowances for each employee is \$15.73 per month.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to be executed as of the Effective Date.

CITY OF SELMA

SECRETARIAL, TECHNICAL, CLERICAL
ASSOCIATION

By: _____
Isaac Moreno, Acting City Manager/
Municipal Employees Relations Officer

By: _____
Unit Representative

By: _____
Unit Representative

ATTEST:

Reyna Rivera, City Clerk

Approved as to Form:

Bianca Sparks Rojas, City Attorney

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

September 4, 2018

ITEM NO:

2.

SUBJECT: Consideration of a Resolution approving a request for a fee waiver for the Selma Chamber of Commerce's Annual Car Show event.

DISCUSSION: The Selma Chamber of Commerce has submitted a request to waive fees associated with the annual car show event.

Fees associated with this event include Special Events Permit, Sound Permit, Street Closure Permit, and barricades which total Three Hundred and Seventy-Five Dollars (\$375.00).

This will be the twelfth annual event and will take place on September 15, 2018 at Lincoln Park.

The fee waiver serves a public purpose by bringing many residents and individuals from neighboring communities to the City's Lincoln Park, thereby serving as a vehicle to bring additional revenue to the City. The Car Show event is also a means by which the City can showcase Lincoln Park.

RECOMMENDATION: Consider request from the Selma District Chamber of Commerce to Waive fees for the Car Show event.


Isaac Moreno, Assistant City Manager

8-31-18
Date

RESOLUTION NO. 2018 – __R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA, APPROVING A REQUEST FOR A FEE WAIVER FOR THE SELMA CHAMBER OF COMMERCE'S CAR SHOW EVENT

WHEREAS, the Selma District Chamber of Commerce ("Chamber") requested that the City Council waive fees associated with its Car Show event to be held on September 15, 2018; and

WHEREAS, the total fees associated with the Car Show event are Three Hundred and Seventy-Five Dollars (\$375.00), which includes the fees for the special events permit, sound permit, street closure permit and barricades; and

WHEREAS, the total amount the Chamber is requesting the City Council to waive is Three Hundred and Seventy-Five Dollars (\$375.00); and

WHEREAS, while the City is proposing to waive is Three Hundred and Seventy-Five Dollars (\$375.00) associated with the Car Show event, the Chamber is still required to comply with all other provisions of the City's Municipal Code; and

WHEREAS, the Chamber is a valuable community partner, and consistently works with the City to promote community events, provide resources for a stronger economy, promote local business growth, and create and maintain a sense of community pride. The fee waiver serves a public purpose in that it aims to attract many residents and individuals from neighboring communities to the City's Lincoln Park, thereby serving as a vehicle to bring additional revenue to the City. The Car Show event is also a means by which the City can showcase its Lincoln Park.

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

SECTION 1. The above recitals are true and correct and are incorporated herein by reference.

SECTION 2. The Chamber is a valuable community partner, and consistently works with the City to promote community events, provide resources for a stronger economy, promote local business growth, and create and maintain a sense of community pride. The fee waiver serves a public purpose in that it aims to bring many residents and individuals from neighboring communities to the City's downtown, thereby serving as a vehicle to bring additional revenue to the City. The Car Show event is also a means by which the City can showcase its Lincoln Park.

SECTION 3. The City Council hereby approves the fee waiver for fees associated with the Car Show event in the amount of Three Hundred and Seventy-Five Dollars (\$375.00).

SECTION 4. The Chamber shall comply with the City's Municipal Code during the Car Show event, and provide the City with all information required by City staff, including, but not limited to, the following:

1. Proof of insurance with the City named as additional insured.
2. Indemnification of the City.

SECTION 5. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 6. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED this 4th day of September, 2018, by the following vote:

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

Jim Avalos, Mayor

ATTEST:

Reyna Rivera, City Clerk

ITEM NO: 3.

SUBJECT: Discussion and direction regarding a conditional use permit for a proposed 1.65 megawatt photovoltaic solar power generation facility located at the westside of McCall Avenue, approximately 1,915 feet south of its intersection with Manning Avenue, as requested by the Fresno County Board of Supervisors

DISCUSSION:

On or about June 28, 2018, the Fresno County Planning Commission considered an application from ForeFront Power, LLC, for an initial study and unclassified conditional use permit for the construction of a 1.65 megawatt photovoltaic solar power generation facility at a property generally located on the westside of McCall Avenue, approximately 1,915 feet south of its intersection with Manning Avenue (the "Project").

Per the County Planning Commission's staff report on the Project, the Project site is designated as Agriculture under the County's General Plan, and is zoned AE-20, Exclusive Agricultural, 20-acre minimum parcel size. The site is 20.17 acres in area, and nine acres is dedicated to the proposed Project. The Project will consist of either fixed or single-axis photovoltaic ground-mounted tracking panels, inverter transformer, utility poles, and a seven foot tall chain-link perimeter fencing. The nearest residence is 26 feet north of the Project site. The surrounding developments are farmlands with sparse single-family residences to the north. The Project is intended to operate for 25 years based on a lease, and will be dismantled at the end of its operational life and the land restored to pre-development conditions. There will be approximately 102 round trips and 14 peak-hour round trips per day, during the four month construction period. Once the Project is complete, there will be two round trips per day for security and maintenance. There will be hooded motion-activated outdoor security lighting around the project site. The Project will operate 24 hours per day, 365 days per year.

Per the County's staff report, the energy from the Project will be delivered to the Pacific Gas and Electric Company's ("PG&E") existing regional transmission network using voltage transmission equipment and system safety equipment constructed on the project site. As part of the proposed gen-tie connection, an elevated 540-foot-long gen-tie line would connect on-site electrical equipment to an existing PG&E power line along the site's McCall Avenue frontage. Approximately five new utility poles will be added along the length of the gen-tie line. The Project will entail installation of a series of PV module arrays mounted on either fixed-tilt or single-axis tracker racking systems supported by metal frames. These metal frames will either be attached to steel posts driven into the ground, or mounted on skids that will be anchored to the ground utilizing metal screws. The racking systems and PV module arrays will have an overall height of up to nine (9) feet.

In accordance with the County's Code, the following findings must be made in order for the Planning Commission to approve the Project: 1) that the site of the proposed use is adequate in size and shape to accommodate said use and all yards, spaces, walls and fences, parking, loading, landscaping, and other features required by this Division, to adjust said use with land and uses in the neighborhood; 2) that the site for the proposed use relates to streets and highways adequate in width and pavement type to carry the quantity and kind of traffic generated by the proposed use; 3) that the proposed use will have no adverse effect on abutting property and surrounding neighborhood or the permitted use thereof; and 4) that the proposed development is consistent with the General Plan.

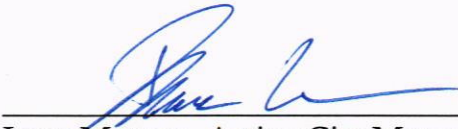
Because the Project is located in the City's sphere of influence, City Staff was asked to comment on the Project. City Staff provided comments to the County regarding setback from McCall plus landscape and irrigation plans.

County Planning Staff determined that the Project met all of the required findings, and recommended that the Planning Commission approve the Project.

When considering the matter, the County Planning Commission was concerned that the Project was too close to residential uses, was aesthetically unpleasant, would contribute to dust generation in the area, and was incompatible with surrounding agricultural uses.

The Planning Commission denied the Project on an 8-0 vote, and the applicant appealed the decision to the Fresno County Board of Supervisors. On or about August 21, 2018, the Board considered the item, and based on testimony received during consideration of the item, the Board requested that the City Council provide its position on the Project.

RECOMMENDATION: Adopt a resolution recommending that the Board of Supervisors uphold the Planning Commission's decision denying the Project; Adopt a resolution recommending that the Board of Supervisors approve the Project; or take no action, and direct Staff to report same to the County.


Isaac Moreno, Acting City Manager

8-31-18
Date

RESOLUTION NO. 2018 – __R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA, RECOMMENDING THAT THE FRESNO COUNTY BOARD OF SUPERVISORS APPROVE INITIAL STUDY APPLICATION NO. 7444 AND UNCLASSIFIED CONDITIONAL USE PERMIT APPLICATION NO. 3611 FOR THE CONSTRUCTION OF A 1.65 MEGAWATT PHOTOVOLTAIC SOLAR POWER GENERATION FACILITY AT THE PROPERTY GENERALLY LOCATED ON THE WEST SIDE OF MCCALL AVENUE 1,915 FEET SOUTH OF MANNING AVENUE

WHEREAS, on or about June 28, 2018, the Fresno County Planning Commission considered an application from ForeFront Power, LLC, for an initial study and unclassified conditional use permit for the construction of a 1.65 megawatt photovoltaic solar power generation facility at a property generally located on the westside of McCall Avenue, approximately 1,915 feet south of its intersection with Manning Avenue (the "Project"); and

WHEREAS, per the County Planning Commission's staff report on the Project, the Project site is designated as Agriculture under the County's General Plan, and is zoned AE-20, Exclusive Agricultural, 20-acre minimum parcel size. The site is 20.17 acres in area, and nine acres is dedicated to the proposed Project. The Project will consist of either fixed or single-axis photovoltaic ground-mounted tracking panels, inverter transformer, utility poles, and a seven foot tall chain-link perimeter fencing. The nearest residence is 26 feet north of the Project site. The surrounding developments are farmlands with sparse single-family residences to the north. The Project is intended to operate for 25 years based on a lease, and will be dismantled at the end of its operational life and the land restored to pre-development conditions. There will be approximately 102 round trips and 14 peak-hour round trips per day, during the four month construction period. Once the Project is complete, there will be two round trips per day for security and maintenance. There will be hooded motion-activated outdoor security lighting around the project site. The Project will operate 24 hours per day, 365 days per year; and

WHEREAS, per the County's staff report, the energy from the Project will be delivered to the Pacific Gas and Electric Company's ("PG&E") existing regional transmission network using voltage transmission equipment and system safety equipment constructed on the project site. As part of the proposed gen-tie connection, an elevated 540-foot-long gen-tie line would connect on-site electrical equipment to an existing PG&E power line along the site's McCall Avenue frontage. Approximately five new utility poles will be added along the length of the gen-tie line. The Project will entail installation of a series of PV module arrays mounted on either fixed-tilt or single-axis tracker racking systems supported by metal frames. These metal frames will either be attached to steel posts driven into the ground, or mounted on skids that will be anchored to the ground utilizing metal screws. The racking systems and PV module arrays will have an overall height of up to nine (9) feet; and

WHEREAS, per the County's Code, the following findings must be made in order for the Planning Commission to approve the Project: 1) that the site of the proposed use is adequate in size and shape to accommodate said use and all yards, spaces, walls and fences, parking, loading, landscaping, and other features required by this Division, to adjust said use with land and uses in the neighborhood; 2) that the site for the proposed use relates to streets and highways adequate in width and pavement type to carry the quantity and kind of traffic generated by the proposed use; 3) that the proposed use will have no adverse effect on abutting property and surrounding neighborhood or the permitted use thereof; and 4) that the proposed development is consistent with the General Plan; and

WHEREAS, because the Project is located in the City's sphere of influence, City Staff was asked to comment on the Project. City Staff provided comments to the County regarding setback from McCall plus landscape and irrigation plan; and

WHEREAS, County Planning Staff determined that the Project met all of the required findings, and recommended that the Planning Commission approve the Project; and

WHEREAS, when considering the matter, the County Planning Commission was concerned that the Project was too close to residential uses, was aesthetically unpleasant, would contribute to dust generation in the area, and was incompatible with surrounding agricultural uses; and

WHEREAS, the Planning Commission denied the Project on an 8-0 vote; and

WHEREAS, the applicant appealed the decision to the Fresno County Board of Supervisors. On or about August 21, 2018, the Board considered the item, and based on testimony received during consideration of the item, the Board requested that the City Council provide its position on the Project.

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

SECTION 1. The above recitals are true and correct and are incorporated herein by reference.

SECTION 2. The City Council hereby recommends that the Fresno County Board of Supervisors approve the Project, based on the following: **WILL INSERT DURING MEETING.**

SECTION 3. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 4. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED this 4th day of September, 2018, by the following vote:

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

Jim Avalos, Mayor

ATTEST:

Reyna Rivera, City Clerk

RESOLUTION NO. 2018 – __R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA, RECOMMENDING THAT THE FRESNO COUNTY BOARD OF SUPERVISORS UPHOLD THE DECISION OF THE FRESNO COUNTY PLANNING COMMISSION DENYING INITIAL STUDY APPLICATION NO. 7444 AND UNCLASSIFIED CONDITIONAL USE PERMIT APPLICATION NO. 3611 FOR THE CONSTRUCTION OF A 1.65 MEGAWATT PHOTOVOLTAIC SOLAR POWER GENERATION FACILITY AT THE PROPERTY GENERALLY LOCATED ON THE WEST SIDE OF MCCALL AVENUE 1,915 FEET SOUTH OF MANNING AVENUE

WHEREAS, on or about June 28, 2018, the Fresno County Planning Commission considered an application from ForeFront Power, LLC, for an initial study and unclassified conditional use permit for the construction of a 1.65 megawatt photovoltaic solar power generation facility at a property generally located on the westside of McCall Avenue, approximately 1,915 feet south of its intersection with Manning Avenue (the “Project”); and

WHEREAS, per the County Planning Commission’s staff report on the Project, the Project site is designated as Agriculture under the County’s General Plan, and is zoned AE-20, Exclusive Agricultural, 20-acre minimum parcel size. The site is 20.17 acres in area, and nine acres is dedicated to the proposed Project. The Project will consist of either fixed or single-axis photovoltaic ground-mounted tracking panels, inverter transformer, utility poles, and a seven foot tall chain-link perimeter fencing. The nearest residence is 26 feet north of the Project site. The surrounding developments are farmlands with sparse single-family residences to the north. The Project is intended to operate for 25 years based on a lease, and will be dismantled at the end of its operational life and the land restored to pre-development conditions. There will be approximately 102 round trips and 14 peak-hour round trips per day, during the four month construction period. Once the Project is complete, there will be two round trips per day for security and maintenance. There will be hooded motion-activated outdoor security lighting around the project site. The Project will operate 24 hours per day, 365 days per year; and

WHEREAS, per the County’s staff report, the energy from the Project will be delivered to the Pacific Gas and Electric Company’s (“PG&E”) existing regional transmission network using voltage transmission equipment and system safety equipment constructed on the project site. As part of the proposed gen-tie connection, an elevated 540-foot-long gen-tie line would connect on-site electrical equipment to an existing PG&E power line along the site’s McCall Avenue frontage. Approximately five new utility poles will be added along the length of the gen-tie line. The Project will entail installation of a series of PV module arrays mounted on either fixed-tilt or single-axis tracker racking systems supported by metal frames. These metal frames will either be attached to steel posts driven into the ground, or mounted on skids that will be anchored to the ground utilizing

metal screws. The racking systems and PV module arrays will have an overall height of up to nine (9) feet; and

WHEREAS, per the County's Code, the following findings must be made in order for the Planning Commission to approve the Project: 1) that the site of the proposed use is adequate in size and shape to accommodate said use and all yards, spaces, walls and fences, parking, loading, landscaping, and other features required by this Division, to adjust said use with land and uses in the neighborhood; 2) that the site for the proposed use relates to streets and highways adequate in width and pavement type to carry the quantity and kind of traffic generated by the proposed use; 3) that the proposed use will have no adverse effect on abutting property and surrounding neighborhood or the permitted use thereof; and 4) that the proposed development is consistent with the General Plan; and

WHEREAS, because the Project is located in the City's sphere of influence, City Staff was asked to comment on the Project. City Staff provided comments to the County regarding setback from McCall plus landscape and irrigation plan; and

WHEREAS, County Planning Staff determined that the Project met all of the required findings, and recommended that the Planning Commission approve the Project; and

WHEREAS, when considering the matter, the County Planning Commission was concerned that the Project was too close to residential uses, was aesthetically unpleasant, would contribute to dust generation in the area, and was incompatible with surrounding agricultural uses; and

WHEREAS, the Planning Commission denied the Project on an 8-0 vote; and

WHEREAS, the applicant appealed the decision to the Fresno County Board of Supervisors. On or about August 21, 2018, the Board considered the item, and based on testimony received during consideration of the item, the Board requested that the City Council provide its position on the Project.

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

SECTION 1. The above recitals are true and correct and are incorporated herein by reference.

SECTION 2. The City Council hereby recommends that the Fresno County Board of Supervisors uphold the decision of the Fresno County Planning Commission denying the Project, based on the following: **WILL INSERT DURING MEETING.**

SECTION 3. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 4. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED this 4th day of September, 2018, by the following vote:

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

Jim Avalos, Mayor

ATTEST:

Reyna Rivera, City Clerk



Board Agenda Item 7

DATE: August 21, 2018

TO: Board of Supervisors

SUBMITTED BY: Steven E. White, Director
Department of Public Works and Planning

SUBJECT: Initial Study No. 7444 and Unclassified Conditional Use Permit
Application No. 3611 (Appellant/Applicant: ForeFront Power, LLC)

RECOMMENDED ACTION(S):

1. **Consider appeal of the Planning Commission's denial of Unclassified Conditional Use Permit Application No. 3611 proposing to allow a 1.65 megawatt photovoltaic solar power generation facility with related improvements on an approximately 9-acre portion of a 20.17-acre parcel in the AE-20 (Exclusive Agricultural, 20-acre minimum parcel size) Zone District; and if the Appeal is granted,**
2. **Adopt Mitigated Negative Declaration prepared for Initial Study Application No. 7444, and determine that the required Findings specified in Fresno County Zoning Ordinance, Section 873(F) can be made for approval of a Conditional Use Permit.**

The subject property is located on the west side of S. McCall Avenue approximately 1,915 feet south of its intersection with Manning Avenue and 1,363 feet northeast of the nearest city limits of the City of Selma (9375 S. McCall Avenue, Selma CA) (APN 358-021-74).

This item comes before your Board on appeal of the Planning Commission's unanimous denial of the subject application (8 to 0; one Commissioner absent) at its June 28, 2018 hearing. Department of Public Works and Planning staff notes that the Zoning Ordinance requires your Board to determine, independent from the decision of the Planning Commission, whether the application should be approved, approved with stated conditions, or disapproved. A copy of the Planning Commission's action is included as Attachment A. This item pertains to a location in District 4.

ALTERNATIVE ACTION(S):

If your Board is unable to make the required findings for granting Unclassified Conditional Use Permit (UCUP) No. 3611, a motion to deny the appeal and uphold the Planning Commission's decision, stating which findings cannot be made and the reasoning for the inability to make those findings, would be appropriate.

FISCAL IMPACT:

Pursuant to the County's Master Schedule of Fees, the Appellant/Applicant has paid \$15,359 in land use processing fees to the County for the processing of the Conditional Use Permit Application request. The Appellant/Applicant also paid \$508 in fees to appeal the Planning Commission's denial.

DISCUSSION:

The subject proposal entails establishment of a 1.65-megawatt photovoltaic solar power generation facility with related improvements on an approximately 9-acre portion of a 20.17- acre parcel. Photovoltaic (PV) modules will convert sunlight into electrical energy, which will be delivered to the Pacific Gas and Electric Company's (PG&E) existing regional transmission network using voltage transmission equipment and system safety equipment, which will be constructed on the project site, within a fenced area. As part of the proposed gen-tie or grid-tied electrical system interconnection, an elevated 540-foot-long gen-tie line would connect on-site electrical equipment to an existing PG&E power line along the site's McCall Avenue frontage.

The subject property is located on the west side of S. McCall Avenue approximately one-quarter mile northeast of the City of Selma (9375 S. McCall Avenue, Selma CA) (APN 358-021-74). Surrounding land uses include vineyards, field crops, a church/school, and sparse single-family residences. The Planning Commission Staff Report dated June 28, 2018 (Attachment B) provides additional project information.

Pursuant to Fresno County Zoning Ordinance Code, Section 873(F), in order for your Board to approve UCUP No. 3611, the following findings must be made:

1. *That the site for the proposed use is adequate in size and shape to accommodate said use and all yards, spaces, walls and fences, parking, loading, landscaping and other features required by this Division, to adjust said use with land and uses in the neighborhood.*
2. *That the site for the proposed use relates to streets and highways adequate in width and pavement type to carry the quantity and kind of traffic generated by the proposed use.*
3. *That the proposed use will have no adverse impact on abutting property and surrounding neighborhood or permitted use thereof.*
4. *That the proposed development is consistent with the General Plan.*

At the June 28, 2018 Planning Commission hearing, the Commission considered public testimony from the Appellant/Applicant in favor of the proposal. There were no other speakers in favor or in opposition to the proposal. Two letters of opposition to the project were received by Department staff and are included as Exhibit 10 within the Planning Commission Staff Report (Attachment B) expressing concern with aesthetic impacts from the project, loss of farmland, dust, noise, and public health risks from exposure to electromagnetic frequencies generated by solar facilities. During the hearing, Commissioners expressed concerns regarding the project being too close to residential uses, aesthetically unpleasant, contributing to dust generation to the area, and being incompatible with the surrounding agricultural uses.

After receiving staff's presentation and considering public testimony from the Appellant/Applicant, the two letters of opposition to the project, and a late email from one of those letter writers reaffirming his opposition to the project (Exhibit C), the Planning Commission approved a motion (8 to 0; one Commissioner absent) to deny the project and its associated Mitigated Negative Declaration.

The Appellant/Applicant filed an appeal of the Planning Commission's denial on June 28, 2018. According to the appeal document, reason for appeal is that the Planning Commission failed to provide justification for denial of the project, which was recommended for approval by Department staff, and requested that your Board overturn the Planning Commission's decision.

If your Board is able to make the required findings for granting approval of UCUP 3611, a motion to approve the appeal based on Department staff's analysis found in Attachment D, and to overturn the Planning Commission's denial of the project would be appropriate. In its motion to approve, the Board must include the manner in which the required Findings can be made, that your Board is adopting the Mitigated Negative

Declaration prepared for Initial Study No. 7444 (Attachment C), and approving the proposal subject to project Mitigation Measures and staff's recommended Conditions of Approval. Project mitigation measures and staff-recommended conditions of approval are included as Attachment E.

In addition, Department staff recommends inclusion of an additional Condition of Approval requiring the following:

- The Applicant shall enter into an agreement indemnifying the County for all legal costs associated with its approval of Initial Study No. 7444 and Unclassified Conditional Use Permit No. 3611.

If your Board is unable to make the required findings for granting UCUP 3611, a motion to deny the appeal and uphold the Planning Commission's decision, stating which finding(s) cannot be made and the reasoning for the inability to make the finding(s), would be appropriate

ATTACHMENTS INCLUDED AND/OR ON FILE:

Attachments A-E

CAO ANALYST:

Sonia M. De La Rosa



Inter Office Memo

ATTENTION: FOR FINAL ACTION OR MODIFICATION TO OR ADDITION OF CONDITIONS, SEE FINAL BOARD OF SUPERVISORS' ACTION SUMMARY MINUTES.

DATE: June 28, 2018

TO: Board of Supervisors

FROM: Planning Commission

SUBJECT: RESOLUTION NO. 12723 - INITIAL STUDY APPLICATION NO. 7444 and UNCLASSIFIED CONDITIONAL USE PERMIT APPLICATION NO. 3611

APPLICANT: ForeFront Power, LLC

OWNER: Connie and Alvaro Singh

REQUEST: Allow a 1.65 megawatt photovoltaic solar power generation facility with related improvements on an approximately 9-acre portion of a 20.17-acre parcel in the AE-20 (Exclusive Agricultural, 20-acre minimum parcel size) Zone District.

LOCATION: The project site is located on the west side of S. McCall Avenue approximately 1,915 feet south of its intersection with Manning Avenue and 1,363 feet northeast of the nearest city limits of the City of Selma (9375 S. McCall Avenue, Selma CA) (SUP. DIST. 4) (APN 358-021-74).

PLANNING COMMISSION ACTION:

At its hearing of June 28, 2018, the Commission considered the Staff Report and testimony (summarized in Exhibit A).


A motion was made by Commissioner Lawson and seconded by Commissioner Eubanks to deny Unclassified Conditional Use Permit Application No. 3611 on the basis that Findings 3 and 4 could not be made; stating Finding 3 could not be made due to unpleasant project aesthetics, proximity to neighboring residential properties, and dust creating an adverse impact on abutting properties and the surrounding neighborhood; and Finding 4 could not be made because the project was incompatible with the surrounding agricultural uses.

RESOLUTION NO. 12723

This motion passed on the following vote:

VOTING:	Yes:	Commissioners Lawson, Eubanks, Abrahamian, Chatha, Delahay, Ede, Hill and Vallis
	No:	None
	Absent:	Commissioner Burgess
	Abstain:	None

STEVEN E. WHITE, DIRECTOR
Department of Public Works and Planning
Secretary-Fresno County Planning Commission

By: 

William M. Kettler, Manager
Development Services and Capital Projects Division

WMK:ksn
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Attachments

EXHIBIT A

Initial Study Application No. 7444
Unclassified Conditional Use Permit Application No. 3611

Staff: The Fresno County Planning Commission considered the Staff Report dated June 28, 2018, and heard a summary presentation by staff.

Applicant: The Applicant's representative concurred with the Staff Report and the recommended Conditions. He described the project and offered the following information to clarify the intended use:

- ForeFront Power develops solar facilities throughout the United States; the subject proposal is a community solar program.
- Under this program, Forefront looks for subscribers within a 10-mile radius of a proposed solar facility who are committed to purchasing solar power in exchange for a five-percent (5%) credit on their utility bills.
- The solar facility will provide power close to the source of demand by using existing transmission lines to bring solar power into the grid; we have secured a power purchase agreement with Pacific Gas & Electric.
- We picked the site after a careful analysis of the surrounding area; the closest single-family residence is over 50 feet from the proposed facility.
- The project's initial life is 25 years; we will apply for a new Use Permit if the facility remains in operation beyond 25 years.
- The project is passive in nature, generates no significant traffic, and will use a small portion of a land currently planted in vineyard.
- During operation, the site will be accessed through an existing driveway utilized by an on-site single-family residence.
- The soil testing and site assessment identified no on-site hazards, and a Condition of Approval will require dust palliatives for dust control on the property.
- The project is supported by neighboring property owners; we have responded in writing to the two letters of concern received for the project.
- The City of Selma expressed no concerns with the project; the project design includes the City's request for a greater setback from McCall Avenue.

RESOLUTION NO. 12723

- We do not plan to add slats to the proposed chain-link fence around the project site.

Others: No other individuals presented information in support of or in opposition to the application.

Correspondence: No letters were presented to the Planning Commission in support of the application. One email correspondence was presented in opposition to the application stating that the project will impact area aesthetics and will emit dangerous electromagnetic frequencies to the neighborhood and nearby church school.

EJ:ksn

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EXHIBIT "B"

ATTACHMENT
TO
AGENDA ITEM

FISCAL IMPACT STATEMENT

Unclassified Conditional Use Permit Application No. 3611
Initial Study Application No. 7444

Listed below are the fees collected for the land use applications involved in this Agenda Item:

Unclassified Conditional Use Permit Application:	\$ 9,123.00 ¹
Initial Study Application:	5,151.00 ²
Health Department Review:	992.00 ³
<u>Ag. Commissioner Review:</u>	<u>93.00⁴</u>

Total Fees Collected **\$ 15,359.00**

¹ Includes project routing, coordination with reviewing agencies, preparation and incorporation of analysis into Staff Report.
² Review proposal to provide appropriate California Environmental Quality Act (CEQA) analysis and include documentation to prepare a Mitigated Negative Declaration.
³ Review of proposal by the Department of Public Health, Environmental Health Division to provide comments.
⁴ Review of proposal by the Agricultural Commissioner's Office to provide comments



County of Fresno

DEPARTMENT OF PUBLIC WORKS AND PLANNING
STEVEN E. WHITE, DIRECTOR

Planning Commission Staff Report Agenda Item No. 3 June 28, 2018

SUBJECT: Initial Study Application No. 7444 and Unclassified Conditional Use Permit Application No. 3611

Allow a 1.65 megawatt photovoltaic solar power generation facility with related improvements on an approximately 9-acre portion of a 20.17-acre parcel in the AE-20 (Exclusive Agricultural, 20-acre minimum parcel size) Zone District.

LOCATION: The project site is located on the west side of S. McCall Avenue approximately 1,915 feet south of its intersection with Manning Avenue and 1,363 feet northeast of the nearest city limits of the City of Selma (9375 S. McCall Avenue, Selma CA) (SUP. DIST. 4) (APN 358-021-74).

OWNER: Connie and Alvaro Singh
APPLICANT: ForeFront Power

STAFF CONTACT: Ejaz Ahmad, Planner
(559) 600-4204

Marianne Mollring, Senior Planner
(559) 600-4569

RECOMMENDATION:

- Adopt the Mitigated Negative Declaration prepared for Initial Study (IS) Application No. 7444; and
- Approve Unclassified Conditional Use Permit (CUP) No. 3611 with recommended Findings and Conditions; and
- Direct the Secretary to prepare a Resolution documenting the Commission's action.

EXHIBITS:

1. Mitigation Monitoring, Conditions of Approval and Project Notes
2. Location Map
3. Existing Zoning Map
4. Existing Land Use Map
5. Site Plan/Elevations
6. Applicant's Submitted Operational Statement
7. Applicant's Submitted "Supplemental Information for Solar Facility Guidelines"
8. Summary of Initial Study Application No. 7444
9. Draft Mitigated Negative Declaration
10. Public Correspondence

SITE DEVELOPMENT AND OPERATIONAL INFORMATION:

Criteria	Existing	Proposed
General Plan Designation	Agriculture in the County-adopted Selma Community Plan	No change
Zoning	AE-20 (Exclusive Agricultural, 20-acre minimum parcel size)	No change
Parcel Size	20.17 acres	No change
Project Site	<ul style="list-style-type: none">• Vineyard• Single-family residence with related improvements	A 1.65 megawatt photovoltaic solar power generation facility with supportive appurtenance structures on an approximately 9-acre portion of a 20.17- acre parcel
Structural Improvements	<ul style="list-style-type: none">• Single-family residence with related improvements	<ul style="list-style-type: none">• Either fixed- or single-axis photovoltaic ground-mounted tracking panels• Inverter and transformers• Utility poles• Seven-foot-tall chain-link perimeter fencing
Nearest Residence	26 feet north of the project site	No change
Surrounding Development	Farmlands with sparse single-family residences to the north,	No change

Criteria	Existing	Proposed
	south, east and west of the project site	
Operational Features	N/A	See above "Project Site" Additionally, the proposed facility will: <ul style="list-style-type: none"> • Operate 25 years per the solar lease in accordance with the project Reclamation Plan • Be dismantled at the end of its operational life and the land restored to pre-development conditions
Employees	N/A	<ul style="list-style-type: none"> • One (to provide for security and maintenance of the facility during its operation).
Customers	N/A	N/A
Traffic Trips	Residential traffic	<ul style="list-style-type: none"> • 102 round trips and 14 peak-hour round trips per day during the four-month construction period • Two round trips per day for security and maintenance during operational period
Lighting	Residential lighting	Hooded motion-activated outdoor security lighting around the project site
Hours of Operation	N/A	24 hours per day, 365 days a year

EXISTING VIOLATION (Y/N) AND NATURE OF VIOLATION: N

ENVIRONMENTAL ANALYSIS:

An Initial Study (IS) was prepared for the project by County staff in conformance with the provisions of the California Environmental Quality Act (CEQA). Based on the IS, staff has determined that a Mitigated Negative Declaration is appropriate. A summary of the Initial Study is below and included as Exhibit 8.

Notice of Intent to Adopt a Mitigated Negative Declaration publication date: May 23, 2018

PUBLIC NOTICE:

Notices were sent to 40 property owners within 1,320 feet of the subject parcel, exceeding the minimum notification requirements prescribed by the California Government Code and County Zoning Ordinance.

PROCEDURAL CONSIDERATIONS:

An Unclassified Conditional Use Permit (CUP) may be approved only if four Findings specified in the Fresno County Zoning Ordinance, Section 873-F are made by the Planning Commission.

The decision of the Planning Commission on an unclassified CUP application is final, unless appealed to the Board of Supervisors within 15 days of the Commission's action.

BACKGROUND INFORMATION:

The proposed solar power generation facility will be located on a 9-acre portion of a 20.17-acre parcel in the AE-20 (Exclusive Agricultural, 20-acre minimum parcel size) Zone District. Photovoltaic (PV) modules with a capacity of generating 1.65 megawatts alternating current (MW-AC) will convert sunlight into electrical energy. This energy will be delivered to the Pacific Gas and Electric Company's (PG&E) existing regional transmission network using voltage transmission equipment and system safety equipment constructed on the project site. As part of the proposed gen-tie connection, an elevated 540-foot-long gen-tie line would connect on-site electrical equipment to an existing PG&E power line along the site's McCall Avenue frontage. Approximately five new utility poles will be added along the length of the gen-tie line.

The project will entail installation of a series of PV module arrays mounted on either fixed-tilt or single-axis tracker racking systems supported by metal frames. These metal frames will either be attached to steel posts driven into the ground, or mounted on skids that will be anchored to the ground utilizing metal screws. The racking systems and PV module arrays will have an overall height of up to nine (9) feet.

Finding 1: *That the site of the proposed use is adequate in size and shape to accommodate said use and all yards, spaces, walls and fences, parking, loading, landscaping, and other features required by this Division, to adjust said use with land and uses in the neighborhood*

	Current Standard:	Proposed Operation:	Is Standard Met (y/n)
Setbacks	Front: 35 feet Side: 20 feet Rear: 20 feet	Front (McCall Avenue; east property line): 76.6 to 77.85 feet Side (north property line): 25.15 to 28 feet Side (south property line): 190 feet Rear (west property line): 25.15 to 27.55 feet	Yes
Parking	No requirement	None	N/A
Lot Coverage	No requirement	No requirement	N/A

	Current Standard:	Proposed Operation:	Is Standard Met (y/n)
Separation Between Buildings	Six-foot minimum	N/A	N/A
Wall Requirements	No requirement	Seven-foot-tall chain-link perimeter fencing around project site	N/A
Septic Replacement Area	100 percent for existing system	No change	Yes
Water Well Separation	Building sewer/ septic tank: 50 feet; disposal field: 100 feet; seepage pit/cesspool: 150 feet	No change	N/A

Reviewing Agency/Department Comments Regarding Site Adequacy:

Zoning Section of the Fresno County Department of Public Works and Planning: The proposed improvements meet the setback requirements of the AE-20 Zone District. Completion of a Site Plan Review is recommended as a Condition of Approval for the project.

No other comments specific to the adequacy of the site were expressed by reviewing Agencies or Departments.

Analysis:

Staff review of the Site Plans demonstrates that the proposed solar panels would be set back from the surrounding property lines in excess of the minimum required setbacks from two of the four outer property lines. A 76.6-foot setback is proposed on the eastern boundary, a 190-foot setback is proposed on the southern boundary, and a 25.15-foot setback (minimum) is proposed on the northern and western boundaries of the project site. The "Solar Facility Guidelines" approved by the Fresno County Board of Supervisors on May 3, 2011 and amended on March 13, 2012, May 21, 2013 and December 12, 2017 requires measures to create a buffer between proposed solar facilities and adjacent agricultural operations, including a 50-foot setback between proposed solar facility improvements from the edges of the property boundaries to the closest structural improvements or equipment. Typically, County policy for photovoltaic solar facilities require a minimum of 50 feet of setback from surrounding agricultural operations, although exceptions can be considered.

The proposed 1.65-acre solar facility is small in scale and may not affect adjacent farming operations due to a less than 50-foot setback along its northern and western boundaries. The proposed solar field borders with the existing vineyard to the north with no improvements. This vineyard is located on the project site and owned by the property owner who signed a solar lease with the Applicant. As such, the proposed 25.12-foot setback would be acceptable and the impacts would be less than significant. The impacts would also be less than significant on farming operations on the abutting westerly property. From an aerial photo, it appears there is a sufficient distance between the solar field and the orchard to maintain a 50-foot setback. Adherence to a Site Plan Review (SPR), which has been required as a Condition of Approval, will ensure compliance with the setback requirements.

Conditions of the SPR may include, but are not limited to, design of parking and circulation areas, access, on-site grading and drainage, fire protection, landscaping, signage and lighting.

Based on the above information, and with adherence to the Conditions of Approval described above, staff believes the site will be adequate to accommodate the proposed use, vehicle circulation, and ingress/egress.

Recommended Conditions of Approval:

See Mitigation Measures and recommended Conditions of Approval attached as Exhibit 1.

Conclusion:

Finding 1 can be made.

Finding 2: *That the site for the proposed use relates to streets and highways adequate in width and pavement type to carry the quantity and kind of traffic generated by the proposed use*

		Existing Conditions	Proposed Operation
Private Road	No	N/A	N/A
Public Road Frontage	Yes	McCall Avenue; Poor condition	No change
Direct Access to Public Road	Yes	McCall Avenue; Poor condition	No change
Road ADT (Average Daily Traffic)		3,600	No change
Road Classification		Arterial	No change
Road Width		30-foot right-of-way west of section line along property frontage	No change
Road Surface		Asphalt concrete paved	No change
Traffic Trips		Residential traffic	<ul style="list-style-type: none"> 102 round trips and 14 peak-hour round trips per day during the four-month construction period Two round trips per day for security and maintenance during operational period
Traffic Impact Study (TIS) Prepared	No	N/A	Not required by Design Division of the Fresno County Department of Public Works and Planning

		Existing Conditions	Proposed Operation
Road Improvements Required		McCall Avenue; Poor condition	Not required

Reviewing Agency/Department Comments:

Road Maintenance and Operations (RMO) Division and Development Engineering Section of the Fresno County Department of Public Works and Planning: The recorded Parcel Map No. 7718, which allowed the subject parcel, relinquished direct vehicular access to McCall Avenue where proposed by this application except for a single 60-foot-wide access strip being the most southerly 60 feet of the parcel. To allow the access point shown on the Site Plan as a temporary access for construction, the Applicant shall file an Encroachment/Improvement Permit application with the RMO Division. This requirement has been included as a Condition of Approval.

Design Division of the Fresno County Department of Public Works and Planning: No concerns with the proposal, as post-construction vehicular traffic associated with the project is below the threshold of 100 daily trips or 10 peak-hour trips, which would require preparation of a Traffic Impact Study (TIS).

No other comments specific to the adequacy of streets and highways were expressed by reviewing Agencies or Departments.

Analysis:

The project site fronts on McCall Avenue which is a County-maintained road with a pavement width of 32.9 feet. The proposed solar facility will gain access from McCall Avenue via a 20-foot-wide all-weather access road (Exhibit 5). This proposed road, to be permitted by the Road Maintenance and Operations Division of the Fresno County Department of Public Works and Planning, will provide temporary access to the facility during an approximate four-month construction period and be abandoned within one year upon completion of the construction. During operations, the proposed facility will utilize the existing access to the site the existing residential development on the property currently uses.

Staff acknowledges that vehicular traffic in the area will be increased during the time of construction; however, this increase will be temporary. According to the *Project Construction Trip Generation* document prepared for the project, the project will generate 102 daily round trips and 14 peak-hour round trips during the construction period, which includes mobilization (Phase 1), site improvement and grading (Phase 2), and panel installation and construction (Phase 3). Although the facility will be unmanned and remotely monitored, following construction, one employee will perform regular security and maintenance operation generating two daily round trips.

Based on the above information, and with adherence to the Condition of Approval described above, staff believes that McCall Road will remain adequate to accommodate the proposed use.

Recommended Conditions of Approval:

None.

Conclusion:

Finding 2 can be made.

Finding 3: *That the proposed use will have no adverse effect on abutting property and surrounding neighborhood or the permitted use thereof*

Surrounding Parcels				
	Size:	Use:	Zoning:	Nearest Residence:
North	7.08 acres	Single-Family Residence	AE-20	26 feet
South	9.76 acres	Agricultural and personal storage buildings	AE-20	None
East	2.3 acres	Vineyard with a Single-Family Residence	AE-20	253 feet
	30 acres	Vineyard with a Single-Family Residence		640 feet
West	64.12 acres		AE-20	

Reviewing Agency/Department Comments:

Consolidated Irrigation District (CID): The subject parcel contains a CID canal and farmer lateral pipeline with associated easement. The CID pipeline shall be examined prior to construction and, if determined necessary by CID to support construction vehicle weights, the Applicant shall be required to upgrade the pipeline to CID's standards at the location of the crossing.

Fresno County Ag Commissioner's Office: The Applicant shall acknowledge the Fresno County Right-to-Farm Ordinance regarding the inconveniencies and discomfort associated with normal farm activities surrounding the proposed development.

City of Selma: Landscape and Irrigation plans shall be submitted to the City of Selma for review and approval prior to the issuance of Building Permits.

Site Plan Review Section of the Fresno County Department of Public Works and Planning: Proposed improvement area of 500 square feet or more shall require submittal of Landscape and Irrigation plans per the Governors Drought Executive Order of 2015 and be submitted to the SPR unit for review and approval prior to the issuance of Building Permits.

The aforementioned requirements have been included as Conditions of Approval.

Any proposed driveway should be a minimum of 24 feet and a maximum of 35 feet in width as approved by the Road Maintenance and Operation Division. If only the driveway is to be paved, the first 100 feet off of the edge of the ultimate right-of-way shall be concrete or asphalt. Internal access roads shall comply with required widths by the Fire District for emergency apparatus. Any proposed gate that provides initial access to this site shall be set back from the edge of the road right-of-way a minimum of 20 feet or the length of the longest vehicle to enter the site, whichever is greater. All proposed signs shall be submitted to the Department of Public

Works and Planning permits counter to verify compliance with the Zoning Ordinance. These requirements have been included as Project Notes.

Development Engineering Section of the Fresno County Department of Public Works and Planning: An Engineered Grading and Drainage Plan shall be required to show how additional storm water run-off generated by the proposed development will be handled without adversely impacting adjacent properties. A grading permit or voucher shall be required for any grading proposed with this application. Direct access to McCall Avenue (Arterial) shall be limited to one common point, no new access points shall be allowed without prior approval, and any existing driveway shall be utilized. Any additional run-off generated by the proposed development of the site cannot be drained across property lines and must be retained or disposed of per County standards. If not already present, a 10-foot by 10-foot corner cut-off shall be improved for sight distance purposes at the driveway onto McCall Avenue. An on-site turnaround area shall be provided so that the vehicles do not back out onto the roadway (McCall Avenue).

The Fresno County Department of Public Health, Environmental Health Division: Facilities proposing to use and/or store hazardous materials and/or hazardous wastes shall meet the requirements set forth in the California Health and Safety Code (HSC), Division 20, Chapter 6.95, and the California Code of Regulations (CCR), Title 22, Division 4.5. Any business that handles a hazardous material or hazardous waste may be required to submit a Hazardous Materials Business Plan pursuant to the HSC, Division 20, Chapter 6.95. All hazardous waste shall be handled in accordance with requirements set forth in the California Code of Regulations (CCR), Title 22, Division 4.5.

Fresno County Fire Protection District: The project shall comply with the latest California Code of Regulations Title 24 – Fire Code and County-approved site plans shall be approved by the Fire District prior to issuance of building permits by the County. The project shall annex to Community Facilities District (CFD) No. 2010-01 of the Fresno County Fire Protection District.

San Joaquin Valley Air Pollution Control District (Air District): The Applicant shall file an Air Impact Assessment (AIA) Application prior to applying for the final discretionary approval, and pay applicable off-site Mitigation Fees prior to issuance of the first Grading/Building Permit. (Note: An Air Impact Assessment (AIA) Application (ISR Project Number C-20180136) was submitted by the Applicant and deemed complete by the Air District on April 2018.)

Other Air District rules that may apply to this proposal include: District Regulation VIII - Fugitive Dust Rules, to address impacts related to PM-10; Rule 4102 (Nuisance); Rule 4601 (Architectural Coatings); Rule 4641 (Cutback, Slow Cure, and Emulsified Asphalt Paving and Maintenance Operations); and Rule 4002 (National Emission Standards for Hazardous Air Pollutants) in the event an existing building will be renovated, partially demolished or removed.

Building and Safety Section of the Fresno County Department of Public Works and Planning: Plans, permits and inspections shall be required for all proposed improvements on the property.

The aforementioned requirements have been included as Project Notes.

Dumna Wo Wah Tribal Government; Table Mountain Rancheria, Tribal Government Office; Santa Rosa Rancheria Tachi Yokut Tribe; and Picayune Rancheria of the Chukchansi Indians: The Tribes were offered an opportunity to consult under Public Resources Code (PRC) Section 21080.3(b) with a 30-day window to formally respond to the County letter. However, no Tribe responded to the offer of consultation (see the following Analysis).

Central Valley Regional Water Quality Control Board; Design, and Water and Natural Resources Divisions of the Fresno County Department of Public Works and Planning; Table Mountain Rancheria, Tribal Government Office; Santa Rosa Rancheria Tachi Yokut Tribe; and Picayune Rancheria of the Chukchansi Indians: No concerns with the proposal.

Analysis:

The proposed 1.65 megawatt solar power generation facility will be located on a 9-acre portion of a 20.17-acre parcel in the AE-20 (Exclusive Agricultural, 20-acre minimum parcel size) Zone District. Located approximately one quarter-mile north of the City of Selma, the project site has historically been used for agricultural production and is currently planted in vineyards. The surrounding land uses include vineyards and orchard with sparse single-family residences. The nearest single-family residence is approximately 26 feet north of the site.

The improvements included in the project proposal consist of ground-mounted PV solar module arrays and supportive appurtenance structures, perimeter fencing, and interconnection to the PG&E electrical grid. As part of the proposed gen-tie connection, an elevated 540-foot-long gen-tie line would connect on-site electrical equipment to an existing PG&E power line along the site's McCall Avenue frontage. Approximately five new utility poles will be added along the length of the gen-tie line.

The Initial Study prepared for this project identified potential impacts related to aesthetics, agricultural and forestry resources, and biological resources. Regarding aesthetics, all outdoor lighting would be required to be hooded and directed downward so as not to shine upon adjacent roads and properties. Regarding agricultural and forestry resources, the project will comply with a Reclamation Plan and bonding requirements, sign a covenant to restore the land at the cessation of the solar facility operations, and comply with a pest management plan. Regarding biological resources, the project will require a pre-construction site survey for burrowing owls and no ground-disturbances during nesting season without clearance from a biologist.

Potential Impacts related to air quality, geology and soils, hazards and hazardous materials and public services have been determined to be less than significant. The project will comply with the Air District Rule 9510 and permitting requirements; require an Engineered Grading and Drainage Plan to show how additional storm water run-off generated by the proposed development will be handled without adversely impacting adjacent properties; handle hazardous materials/wastes according to the requirements of the California Health and Safety Code (HSC), and submit a Hazardous Materials Business Plan; comply with the current Fire Code and Building Code; and, annex to Community Facilities District No. 2010-01 of the Fresno County Fire Protection District. Additionally, as noted in the project analysis for Finding 1, a less than 50-foot setback along northern and western boundaries of the project site would not affect the adjacent farming operations.

The project site is not within any area designated as moderately- or highly-sensitive to archeological finds. Pursuant to AB (Assembly Bill) 52, County staff routed the project to the Dumna Wo Wah Tribal Government; Table Mountain Rancheria, Tribal Government Office; Santa Rosa Rancheria Tachi Yokut Tribe; and Picayune Rancheria of the Chukchansi Indians offering them an opportunity to consult under Public Resources Code (PRC) Section 21080.3(b) with a 30-day window to formally respond to the County letter. Given no Tribe responded to the offer of consultation within 30-days, no additional action was necessary on the County's part. The project will have no impacts on historical, archeological, or paleontological resources.

Based on the above information and with adherence to the Mitigation Measures, recommended Conditions of Approval, and Project Notes identified in the Initial Study (IS) prepared for this project and discussed in this Staff Report, staff believes the proposal will not have an adverse effect upon surrounding properties.

Recommended Conditions of Approval:

See Mitigation Measures and recommended Conditions of Approval attached as Exhibit 1.

Conclusion:

Finding 3 can be made.

Finding 4: *That the proposed development is consistent with the General Plan*

Relevant Policies:	Consistency/Considerations:
Policy LU-A.3 states that electrical power generation facilities may be allowed by discretionary permit subject to a number of specific criteria. Criteria LU-A.3.a states that the use shall provide a needed service to the surrounding area which requires location in a non-urban area because of unusual site requirements or operational characteristics. Criteria LU-A.3.b states that the use shall not be sited on productive agricultural land if less productive land is available in the vicinity. Criteria LU-A.3.c states that the use shall not have a detrimental impact on water resources. Criteria LU-A.3.d states that a probable workforce should be located nearby or readily available.	With regard to Criteria “a”, the proposed solar facility will operate more efficiently in a non-urban area due to the property size required to produce electricity with solar panels and the availability of large undeveloped land in the subject area. With regard to Criteria “b”, the facility will occupy portions of the land classified as Unique Farmland and Farmland of Statewide Importance and will be conditionally limited to 25 years. Further, upon cessation of the proposed use, the site will be restored to a pre-development condition for farming operations. With regard to Criteria “c”, the project is not located in a low-water area and will utilize surface water from Consolidated Irrigation District. With regard to Criteria “d”, the project site is approximately one quarter-mile from City of Selma, which has the ability to provide an adequate workforce. The proposal is consistent with this policy.
Policy LU-A.12 of the General Plan requires that agricultural activities be protected from encroachment of incompatible uses. Policy LU-A.13 requires buffers between proposed non-agricultural uses and adjacent agricultural operations.	The proposed facility is temporary in nature. A Reclamation Plan will be implemented to restore the site to agricultural use once the facility operation ceases. Also, as noted in the Solar Facility Guidelines (Exhibit 7), during the life of the project, Weed and Rodent Control Plans will be implemented to reduce weed and rodent impacts to adjacent farmland. The 9-acre project site will have perimeter fencing for security purposes and to separate the use from farming operations on and adjacent to the project site. Further, the proposed solar power generation facility will have 20-foot-wide perimeter roads, and the proposed solar panels will have 50-foot

Relevant Policies:	Consistency/Considerations:
	minimum setbacks from the southern and western project boundaries. Further, adherence to a Site Plan Review (SPR) shall be required as a Condition of Approval to ensure compliance with setback requirements.
General Plan Policy PF-C.17: County shall undertake a water supply evaluation, including determinations of water supply adequacy, impact on other water users in the County, and water sustainability.	Water needed during the project construction will be provided by Consolidated Irrigation District. The Water and Natural Resources Division expressed no concerns regarding sustainable water supply to the project. The proposal is consistent with this policy.

Policy Planning Section of the Fresno County Department of Public Works and Planning: The property is designated Agriculture in the County General Plan. Policy LU-A.3, states that non-agricultural uses such as electrical power generation facilities may be allowed by means of a discretionary use permit. Policy LU-A.12 requires that agricultural activities be protected from encroachment of incompatible uses; Policy LU-A.13 requires buffers between proposed non-agricultural uses and adjacent agricultural operations; and Policy PF-C.17 requires sustainable water supply for the project.

Analysis:

The project meets the intent of Policy LU-A.3 as discussed above in General Plan Consistency/Consideration. Concerning consistency with Policy LU-A.12 and Policy LU-A.13, the proposed solar facility is allowed on land designated for Agriculture, is temporary in nature and will be restored to agricultural use upon cessations of the use; will implement weed and rodent control plan to reduce impact on adjacent farmlands; and, will be secured by seven-foot-tall perimeter fencing to safeguard and separate the use from farming operation on and adjacent to the project site. Concerning consistency with Policy PF-C.17, the project will have no impact on groundwater resources due to the use of surface water from Consolidated Irrigation District for construction.

Portions of the project site are designated as Unique Farmland, and/or Farmland of Statewide Importance. On May 3, 2011 the Fresno County Board of Supervisors took action to require supplemental application information based on the Nine-Point Solar Facilities Guidelines be provided by solar utility applicants as part of their project submittal packages. The Guidelines were amended by the Board on March 13, 2012, May 21, 2013 and December 12, 2017 to include historical information on the agricultural use of the property, crop yield information, the source of water, the soil type, information on improvements and site buffering, the submittal of a Reclamation Plan, pest management information and acknowledgement of the County's Right-to-Farm Ordinance. The Applicant has provided the required supplemental information (Exhibit 7) and has received review by the County Agricultural Commissioner's Office as well as other agencies and departments. The County Agricultural Commissioner's Office expressed no concerns with the proposal. The project will be subject to the Right-to-Farm notice which has been included as a Condition of Approval.

Based on the above information, staff believes the proposal is consistent with the Fresno County General Plan.

Recommended Conditions of Approval:

None

Conclusion:

Finding 4 can be made.

PUBLIC COMMENT:

Staff received an email from a concerned neighbor and a letter from a group called Better Neighborhoods. These correspondences indicate that the project is not in line with the best use of the property and will have adverse effects on the environment and the current and future neighborhood. Further, the project will influence aesthetics of the area and the quality of soils for future farming, affect public health due to pesticides in the ground, cause Valley Fever due to fugitive dust, need monitoring of a pest management plan, and be subject to noise issues.

CONCLUSION:

Staff believes the required Findings for granting the Unclassified Conditional Use Permit can be made, based on the factors cited in the analysis and the recommended Conditions of Approval and Project Notes regarding mandatory requirements. Staff therefore recommends adoption of the Mitigated Negative Declaration prepared for the project and approval of Unclassified Conditional Use Permit No. 3611, subject to the recommended Conditions.

PLANNING COMMISSION MOTIONS:**Recommended Motion** (Approval Action)

- Move to adopt the Mitigated Negative Declaration prepared for Initial Study Application No. 7444; and
- Move to determine the required Findings can be made and move to approve Unclassified Conditional Use Permit No. 3611, subject to the Conditions of Approval and Project Notes attached as Exhibit 1; and
- Direct the Secretary to prepare a Resolution documenting the Commission's action.

Alternative Motion (Denial Action)

- Move to determine that the required Findings cannot be made (state basis for not making the Findings) and move to deny Unclassified Conditional Use Permit No. 3611; and
- Direct the Secretary to prepare a Resolution documenting the Commission's action.

Mitigation Measures, recommended Conditions of Approval and Project Notes:

See attached Exhibit 1.

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Mitigation Monitoring and Reporting Program
Initial Study Application No. 7444/Unclassified Conditional Use Permit Application No. 3611
(Including Conditions of Approval and Project Notes)

Mitigation Measures					
Mitigation Measure No.*	Impact	Mitigation Measure Language	Implementation Responsibility	Monitoring Responsibility	Time Span
1.	Aesthetics	All outdoor lighting shall be hooded and directed so as not to shine toward adjacent properties and public streets.	Applicant	Applicant/Fresno County Department of Public Works and Planning (PW&P)	As long as the project lasts
2.	Agricultural and Forestry Resources	The project shall adhere to the procedures listed in the Reclamation Plan prepared for the operation, including requirements for financial estimates, bonding and facility removal when operation ceases. Prior to the issuance of any Construction Permits (Building, Electrical, Mechanical, Plumbing), the required bond amount, based on the engineer's estimate, shall be deposited (or evidence of a Bank Guarantee or Irrevocable Letter of Credit shall be provided).	Applicant	Applicant/PW&P	As long as the project lasts
3.	Agricultural and Forestry Resources	A covenant shall be signed between the property owner and the County of Fresno and shall run with the land, requiring the site to be restored as nearly as practical to its original condition at the cessation of the operation of the solar power generation facility.	Applicant	Applicant/PW&P	As long as the project lasts
4.	Agricultural and Forestry Resources	The project shall comply with the Pest Management Plan, prepared by ForeFront Power, LLC and dated January 31, 2018, in order to control weeds and rodents on the property that may impact adjacent properties.	Applicant	Applicant/PW&P/Ag Commissioner's office	As long as the project lasts
5.	Biological Resources	A 14-day preconstruction site survey shall be conducted to prevent inadvertent take of burrowing owls. If burrowing owls are observed during the preconstruction survey, the project proponent shall discuss mitigation and avoidance requirements with the California Department of Fish and Wildlife and U.S. Fish and Wildlife Service.	Applicant	Applicant/California Department of Fish & Wildlife (CDFW)	As noted
6.	Biological Resources	No ground disturbances shall occur during nesting season (between February and August) without a clearance survey by a qualified biologist to ensure that no nesting birds are impacted.		Applicant/CDFW	As noted

Conditions of Approval	
1.	Development of the property shall be in accordance with the Site Plan, Elevations and Operational Statement approved by the Planning Commission, except as modified by the Commission or Site Plan Review.
2.	A Site Plan Review (SPR) Application shall be submitted for approval by the Director of the Department of Public Works and Planning in accordance with Section 874 of the Fresno County Zoning Ordinance prior to the issuance of Building Permits. The SPR shall be applicable to those portions of the project site(s) to be improved with substations, inverters, perimeter access roads, parking, and driveway access, excluding the solar panel fields. Items to be addressed under the SPR may include, but are not limited to, design of parking and circulation, driveway, access, grading and drainage, fire protection and lighting.
3.	The life of this land use permit will expire upon expiration of the 25-year initial life of the project. If the solar lease is to be extended or the initial life of the project extends beyond this approval, approval of a new land use permit will need to be obtained.
4.	The project shall comply with the information in response to the Solar Facility Guidelines attached as Exhibit 7 to the Staff Report and as approved and/or modified by the Commission.
5.	The Reclamation Plan shall be revised to provide for an annual increase in costs at 3%, or tied to the Consumer Price Index (CPI), or other mechanism acceptable to the Fresno County Department of Public Works and Planning.
6.	The subject parcel contains a Consolidated Irrigation District (CID) canal and farmer lateral pipeline and associated easement. The CID pipeline shall be examined prior to construction and, if determined necessary by CID to support construction vehicle weights, the Applicant shall be required to upgrade the pipeline to CID's standards at the location of the crossing.
7.	Proposed improvement area of 500 square feet or more requires submittal of Landscape and Irrigation Plans per the Governors Drought Executive Order of 2015 which shall be submitted to the Site Plan Review (SPR) Unit and City of Selma for review and approval prior to the issuance of Building Permits.
8.	As part of the SPR submittal process, an agreement incorporating the provisions of the "Right-to-Farm" Notice (Ordinance Code Section 17.40.100) shall be entered into with Fresno County, acknowledging the presence of surrounding agricultural operations and their related activities.
9.	A dust palliative shall be required for all unpaved parking and circulation areas to prevent the creation of dust by vehicles.
10.	The Applicant shall obtain an encroachment/improvement permit from the Road Maintenance and Operations Division for temporary access for construction off McCall Avenue at the location shown on the Site Plan (Exhibit 5). This access point will be active for a period of less than one year, until construction is completed.

*MITIGATION MEASURE – Measure specifically applied to the project to mitigate potential adverse environmental effects identified in the environmental document.
Conditions of Approval reference recommended Conditions for the project.

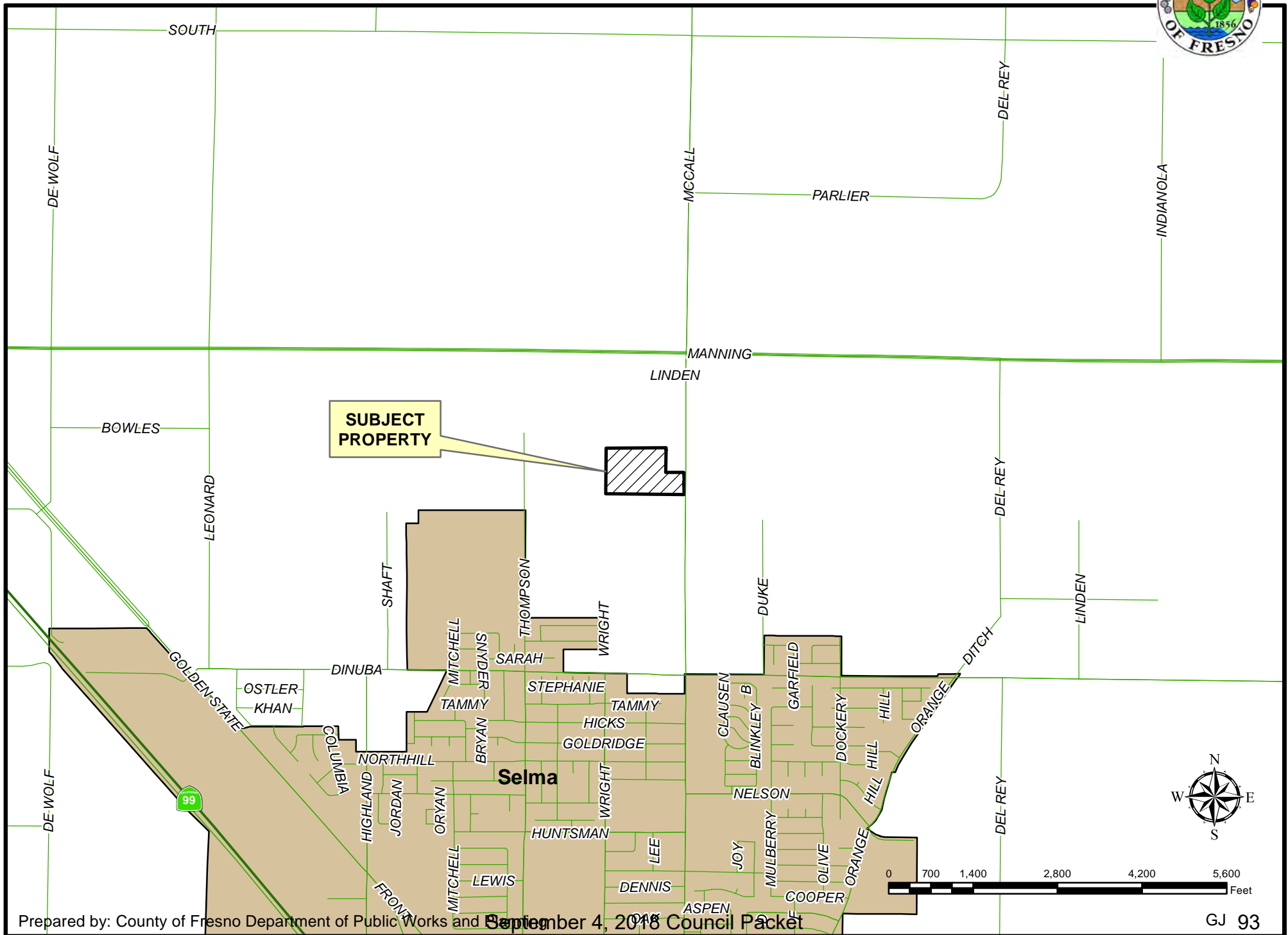
Notes	
The following Notes reference mandatory requirements of Fresno County or other Agencies and are provided as information to the project Applicant.	
1.	This Use Permit will become void unless there has been substantial development within two years of the effective date of approval.
2.	Construction Plans shall be submitted and Building Permits and inspections shall be required for all improvements, including solar array installation and fences over six feet in height. Construction Plans shall be prepared by a licensed Design professional. Contact the Building and Safety Section of the Development Services and Capital Projects Division at (559) 600-4540 regarding permits for construction.
3.	<p>To address health impacts resulting from the project, the Fresno County Department of Public Health, Environmental Health Division requires the following:</p> <ul style="list-style-type: none"> • Facilities proposing to use and/or store hazardous materials and/or hazardous wastes shall meet the requirements set forth in the California Health and Safety Code (HSC), Division 20, Chapter 6.95, and the California Code of Regulations (CCR), Title 22, Division 4.5. • Any business that handles a hazardous material or hazardous waste may be required to submit a Hazardous Materials Business Plan pursuant to the HSC, Division 20, Chapter 6.95. • All hazardous waste shall be handled in accordance with requirements set forth in the California Code of Regulations (CCR), Title 22, Division 4.5.
4.	<p>To address site development impacts resulting from the project, the Development Engineering Section of the Development Services and Capital Projects Division requires the following:</p> <ul style="list-style-type: none"> • An Engineered Grading and Drainage Plan to show how additional storm water run-off generated by the proposed development will be handled without adversely impacting adjacent properties. • A grading permit or voucher for any grading proposed with this application. • Any additional runoff generated by the proposal shall be retained or disposed of per County Standards. • Direct access to McCall Avenue (Arterial) shall be limited to one common point and no new access points shall be allowed without prior approval and any existing driveway shall be utilized. • If not already present, a 10-foot by 10-foot corner cut-off shall be improved for sight distance purposes at the driveway onto McCall Avenue. • An on-site turnaround area shall be provided so that the vehicles do not back out onto the roadway (McCall Avenue).
5.	<p>To address air quality impacts resulting from the project, the San Joaquin Valley Air Pollution Control District (Air District) requires the project to pay applicable off-site Mitigation Fees to the Air District prior to issuance of the first Grading/Building Permit and be subject to the following:</p> <ul style="list-style-type: none"> • District Regulation VIII (Fugitive PM10 Prohibitions) • Rule 4601 (Architectural Coatings) • Rule 4641 (Cutback, Slow Cure, and Emulsified Asphalt Paving and Maintenance Operations) • Rule 4002 (National Emission Standards for Hazardous Air Pollutants) in the event an existing building will be renovated, partially demolished or removed • Rule 4102 (Nuisance) applies to any source operation that emits or may emit air contaminants or other materials

Notes	
6.	<p>To address site development impacts resulting from the project, the Site Plan Review Section of the Fresno County Department of Public Works and Planning requires the following:</p> <ul style="list-style-type: none"> Any proposed driveway should be a minimum of 24 feet and a maximum of 35 feet in width as approved by the Road Maintenance and Operations Division. If only the driveway is to be paved, the first 100 feet off of the edge of the ultimate right-of-way shall be concrete or asphalt. Internal access roads shall comply with required widths by the Fire District for emergency apparatus. Any proposed gate that provides initial access to this site shall be set back from the edge of the road right-of-way a minimum of 20 feet or the length of the longest vehicle to enter the site, whichever is greater. All proposed signs shall be submitted to the Department of Public Works and Planning permits counter to verify compliance with the Zoning Ordinance. <p>Note: These requirements will be addressed through Site Plan Review.</p>
7.	Any future development on the property shall comply with the requirements of the current Fire Code and Building Code and be subject to annexation to Community Facilities District No. 2010-01 of the Fresno County Fire Protection District.
8.	The project shall comply with the latest California Code of Regulations Title 24 – Fire Code and County-approved site plans shall be approved by the Fresno County Fire Protection District prior to issuance of building permits by the County. Further, the property shall annex to Community Facilities District (CFD) No. 2010-01 of the Fresno County Fire Protection District.
9.	If the Generation Tie Line is located within County right(s)-of-way, the Applicant shall enter into a franchise agreement with the County of Fresno for the connection path.
10.	Any work performed within the County right-of-way shall require an encroachment permit from the Road Maintenance and Operations Division of the Fresno County Department of Public Works and Planning.
11.	Any weed or rodent infestation that is of a nature and magnitude as to constitute a “public nuisance” (Section 5551 of the California Food and Agricultural Code; Sections 3479 and 3480 of the Civil Code; and Section 372 of the Penal Code) and is not addressed by the Property Owner/Operator is unlawful under California Food and Agricultural Code Section 5553 and Penal Code Section 372.

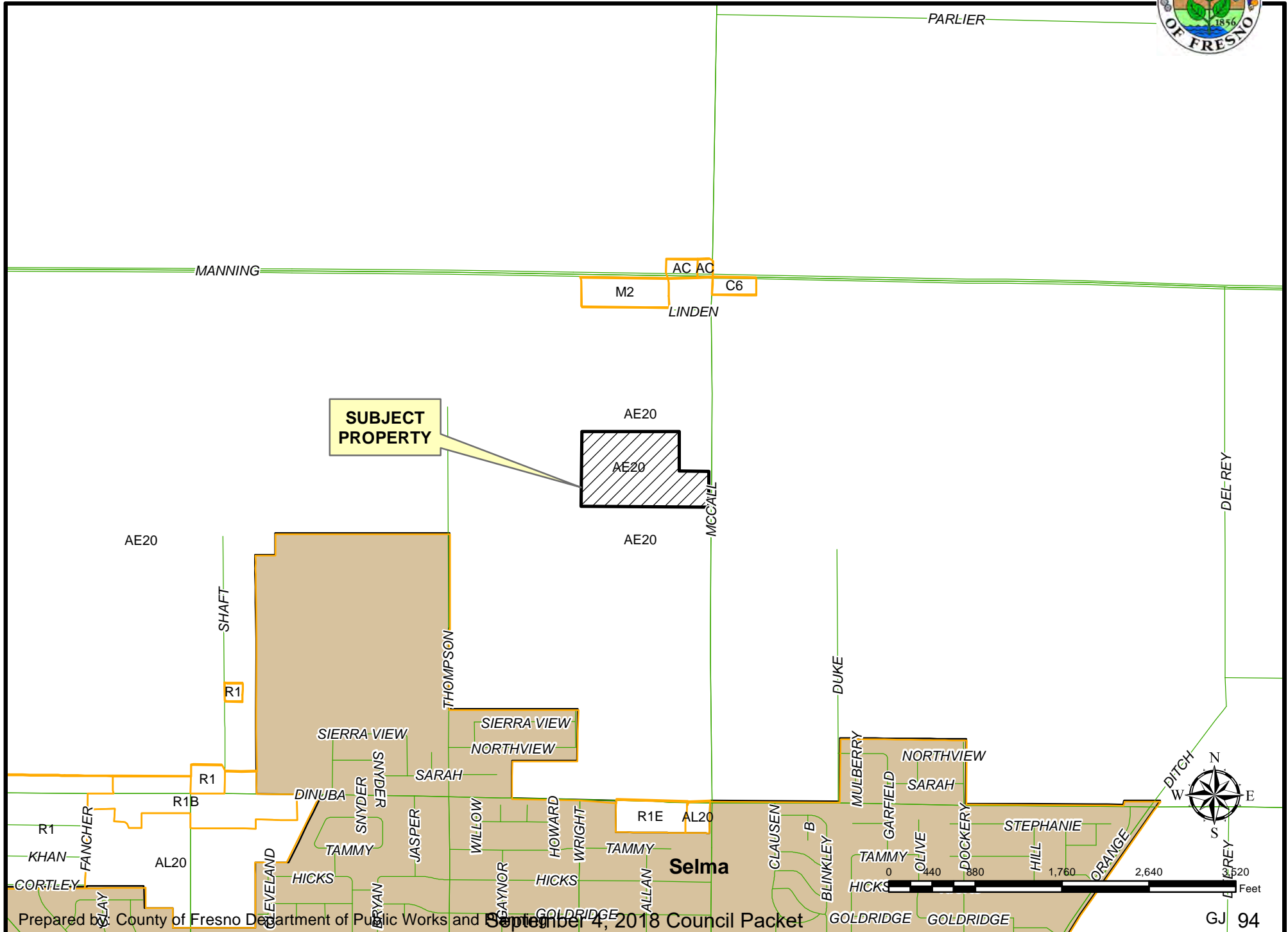
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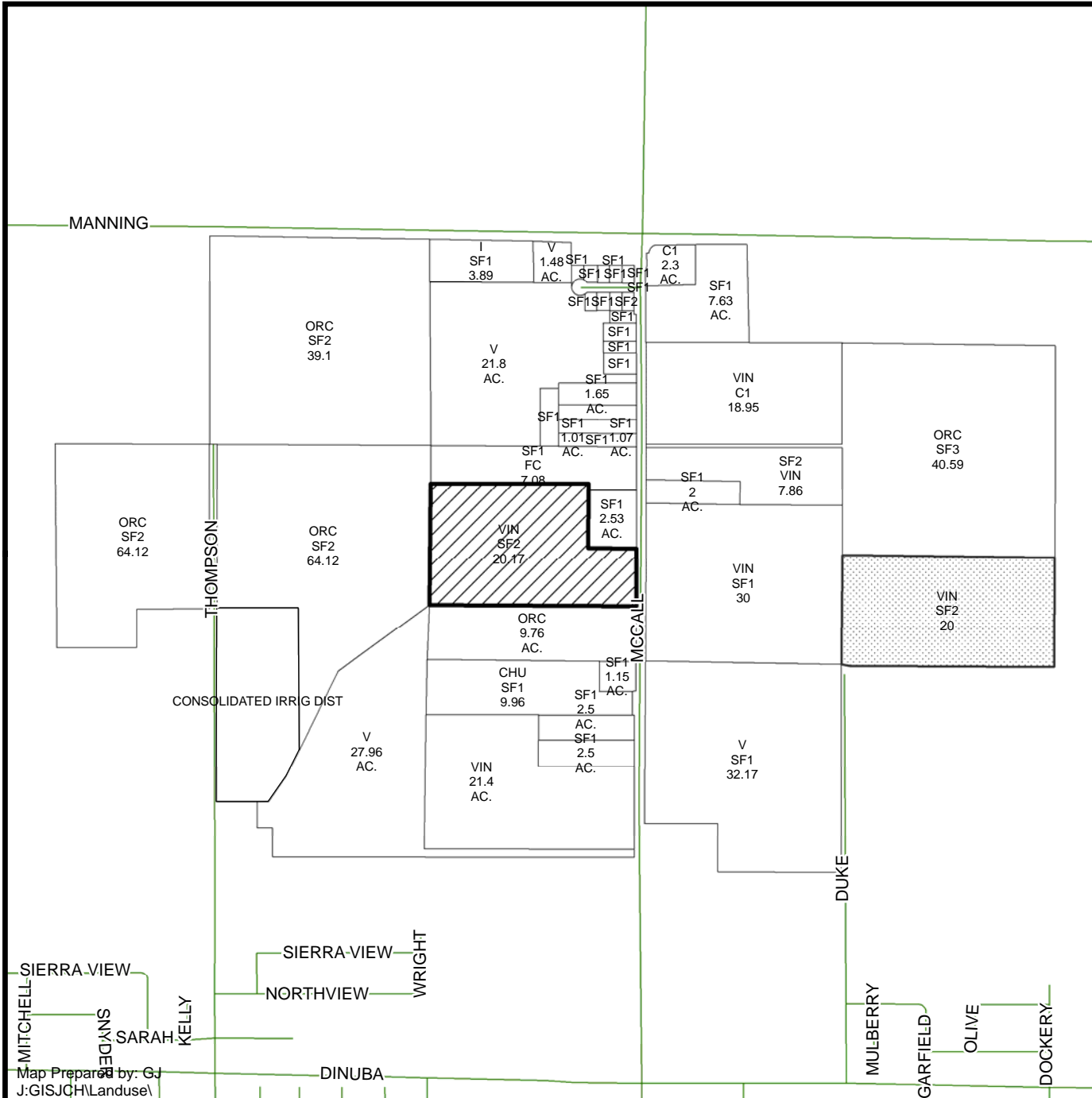
LOCATION MAP



EXISTING ZONING MAP



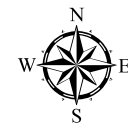
EXISTING LAND USE MAP



LEGEND	
FC - FIELD CROP	
C# - COMMERCIAL	
CHU - CHURCH	
I - INDUSTRIAL	
ORC - ORCHARD	
SF# - SINGLE FAMILY RESIDENCE	
V - VACANT	
VIN - VINEYARD	

LEGEND:

- Subject Property
- Ag Contract Land



0 245 490 980 1,470 1,960 Feet

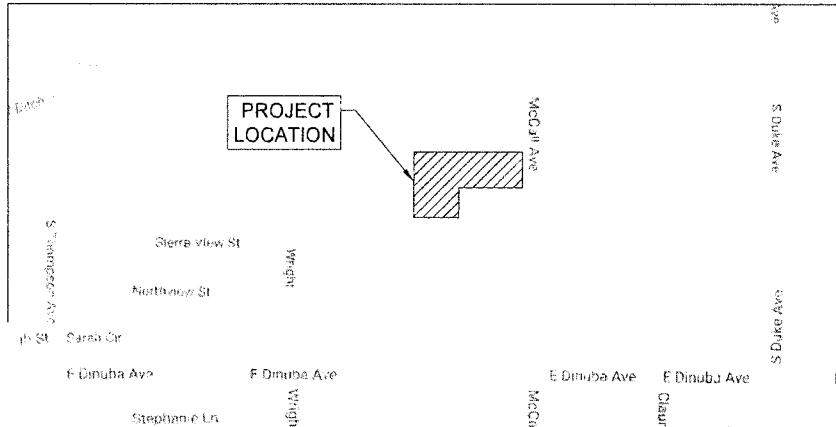
Department of Public Works and Planning
Development Services Division



CA-SB43 MAHAL PV POWER PLANT

9375 MCCALL AVE.
SELMA, CA 93662

PROGRESS SUBMITTAL



CIVIL SHEET INDEX	
SHEET NUMBER	SHEET TITLE
C-001	CIVIL TITLE SHEET
C-002	EXISTING CONDITIONS
C-003	CIVIL NOTES
C-004	GRADING EROSION & SEDIMENT CONTROL NOTES
C-101	SITE PLAN
C-201	SECTIONS & DETAILS
C-202	FENCE & GATE DETAILS
C-301	GRADING PLAN
C-302	EROSION & SEDIMENT CONTROL PLAN

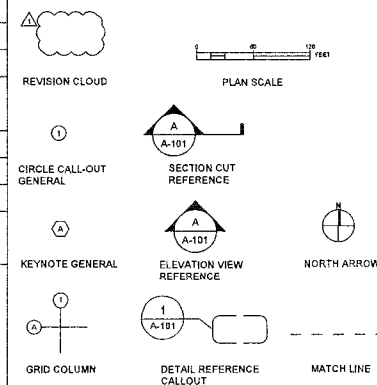
EXHIBIT 5

S:\3-Projects\000

Printed: 5/25/2017 2:59 PM

<u>PROJECT DEVELOPER</u> ORAFRONT POWER LLC 30 MONTGOMERY ST., SUITE 1400 SAN FRANCISCO, CA 94104 (26) 416-6275 PROJECT DEVELOPER: ETE RODRIGUEZ ORAFRONT POWER, INC. RODRIGUEZ@ORAFRONTPOWER.COM		<u>SITE CONTACT</u> TO BE DETERMINED		<u>SITE CONTACT</u> <u>SCOPE OF WORK</u> THIS DESIGN PACKAGE PROVIDES DRAWINGS FOR THE INSTALLATION OF A 2,144.72 KW DC RATED PHOTOVOLTAIC SYSTEM AT 9375 MCCALL AVE. IN SELMA, CA. ENVIRONMENTAL PLANS ARE NOT PART OF THE SCOPE OF THIS PLAN SET.															
<u>CIVIL ENGINEER</u> AGE CONSULTING ENGINEERS, INC. 1 GEARY STREET SAN FRANCISCO, CA 94108 (415) 890-5250 LICENSED ENGINEER: KIRSTEN HANSON CA PE REG# C 60657 EXPIRATION: 12/31/2018		<u>GEOTECHNICAL ENGINEER</u> GEOTEK, INC. 1548 NORTH MAPLE STREET CORONADO, CA 92080 (751) 710-1160 LICENSED ENGINEER: ROBERT RUSSELL CA GE REG# 2042 EXPIRATION: 12/31/2018		<u>PROJECT DESCRIPTION</u> <table><tr><td>SYSTEM SIZE (DC)</td><td>2,144.72kW</td></tr><tr><td>SYSTEM SIZE (AC)</td><td>1,856.00kW, 1,942.92kW (CEC)</td></tr><tr><td>MODULE TYPE</td><td>(6308) TRINA TSM 340-DD14A 340-DD14A(I) MODULES</td></tr><tr><td>INVERTER</td><td>(27) SUNGROW SG60KU-M (480V) (1) SUNGROW SG36KU (480V)</td></tr><tr><td>TRANSFORMER</td><td>(2) STEP-UP TRANSFORMERS</td></tr><tr><td>LATITUDE/LONGITUDE</td><td>36.65°/-119.65°</td></tr><tr><td>PROJECT AREA</td><td>20.01 ACRES</td></tr></table>		SYSTEM SIZE (DC)	2,144.72kW	SYSTEM SIZE (AC)	1,856.00kW, 1,942.92kW (CEC)	MODULE TYPE	(6308) TRINA TSM 340-DD14A 340-DD14A(I) MODULES	INVERTER	(27) SUNGROW SG60KU-M (480V) (1) SUNGROW SG36KU (480V)	TRANSFORMER	(2) STEP-UP TRANSFORMERS	LATITUDE/LONGITUDE	36.65°/-119.65°	PROJECT AREA	20.01 ACRES
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LATITUDE/LONGITUDE	36.65°/-119.65°																		
PROJECT AREA	20.01 ACRES																		
<u>CONTRACTOR</u> TO BE DETERMINED CONTRACTOR'S LICENSE:				<u>APPLICABLE CODES AND STANDARDS</u> <ul style="list-style-type: none">CALIFORNIA FIRE CODE 2016 EDITIONCALIFORNIA ENERGY CODE 2016 EDITIONCALIFORNIA MECHANICAL CODE 2016 EDITIONCALIFORNIA PLUMBING CODE 2016 EDITIONCALIFORNIA ELECTRICAL CODE 2016 EDITIONCALIFORNIA FIRE CODE, PART 9, TITLE 24 C.C.R. (2015 INTERNATIONAL FIRE CODE AND 2016 CALIFORNIA AMENDMENTS)2016 CALIFORNIA REFERENCED STANDARDS, PART 12, TITLE 24, C.C.R.TITLE 19 C.C.R. PUBLIC SAFETY, STATE FIRE MARSHAL REGULATIONS															

GENERAL PLAN SYMBOLS



ADDITIONAL DOCUMENTATION

- GEOTECHNICAL EVALUATION FOR PROPOSED GROUND-MOUNT PV ARRAYS
- MAHAL PROJECT, GEOTEK INC., 11/16/17
- PHASE 1 ENVIRONMENTAL SITE ASSESSMENT MAHAL PROJECT, GEOTEK INC., 9/15/17
-



100 MONTGOMERY ST., #1400
SAN FRANCISCO, CA 94104
(415) 776-8246
www.ForefrontPowerLLC.com



12 Geary Street, Suite 407
San Francisco, CA 94108
(415) 890-5250
www.sagece.com

STAMP:

CA-SB43 MAHAL PV
POWER PLANT
FOREFRONT POWER LLC
9375 MCCALL AVE.
SELMA, CA 93662

PROJECT NUMBER:
CA-17-0018 / J0059

SHEET TITLE:
CIVIL TITLE SHEET

SHEET SIZE:
ARCH "D"
24" X 36" (610 X 914)
0 1" = 1'

THIS DRAWING IS THE PROPERTY OF FOREFRONT POWER, LLC. THIS INFORMATION IS CONFIDENTIAL AND IS TO BE USED ONLY IN CONNECTION WITH WORK DESCRIBED BY FOREFRONT POWER, LLC. NO PART IS TO BE DISCLOSED TO OTHERS WITHOUT WRITTEN PERMISSION FROM FOREFRONT POWER, LLC.

NO.	REVISION	DATE	INIT.

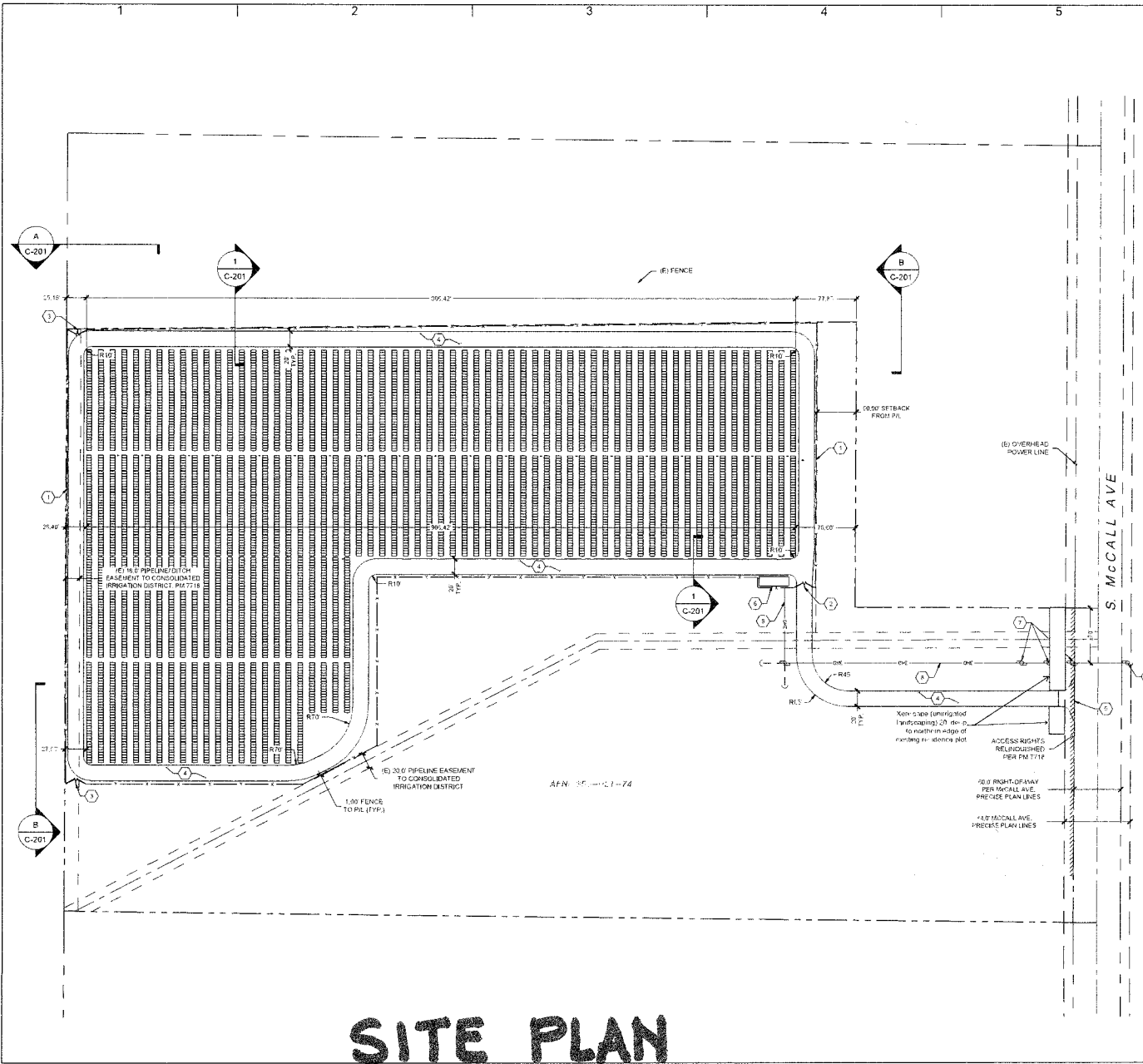
DATE: 12/15/17
DRAWN BY: RCS
ENGINEER: JWH
APPROVED BY: (SIGNED)

PROJECT PHASE:
PROGRESS SUBMITTAL
SCALE: NO SCALE

SHEET NO.:
C-001

EXHIBIT 5

September 4, 2018 Council Packet



SITE PLAN

LEGEND	
---	PROJECT PROPERTY LINE
---	RIGHT-OF-WAY LINE
---	SETBACK LINE
---	EX. EASEMENT
---	PRECISE PLAN LINE
---	NEW INTERIOR ACCESS ROAD
---	NEW PERIMETER FENCE

SHEET NOTES	
1. SHOWS EXTENTS OF ALL CIVIL WORKS	
ABBREVIATIONS	
(E)	EXISTING
MIN.	MINIMUM
PM	PARCEL MAP
PP	POWER POLE
P/L	PROPERTY LINE
R	RADIUS
TYP.	TYPICAL

KEY NOTES	
1	CONSTRUCT 7'-HIGH CHAIN LINK SECURITY FENCING (6' FENCE W/ 1' BARBED WIRE)
2	ACCESS GATE WITH CLEAR OPENING WIDTH OF 24'
3	ACCESS GATE WITH CLEAR OPENING OF 18' FOR EASEMENT ACCESS
4	20' WIDE ACCESS ROAD WITH COMPACTED NATIVE SOIL
5	DRIVEWAY ENTRANCE TO McALL AVE.
6	CONCRETE PAD FOR ELECTRICAL EQUIPMENT. SEE SHEET E0.1
7	NEW UTILITY POLE. SEE ELECTRICAL SITE PLAN SHEET E0.1
8	NEW OVERHEAD POWER LINES. SEE ELECTRICAL SITE PLAN SHEET E0.1

FOREFRONT POWER

100 MONTGOMERY ST. #1400
SAN FRANCISCO, CA 94104
(415) 776-8246
www.ForefrontPowerLLC.com

SAGE
Consulting Engineers, Inc.
12 Deary Street, Suite 807
San Francisco, CA 94133
(415) 980-5200

STAMP:

CA-SB43 MAHAL PV
POWER PLANT

FOREFRONT POWER LLC
9375 MCCALL AVE.
SELMA, CA 93662

PROJECT NUMBER:
CA-17-0018 / J0059

SHEET TITLE:
SITE PLAN

SHEET SIZE:
ARCH "D"
24" x 36" (610 x 914)
0 1"

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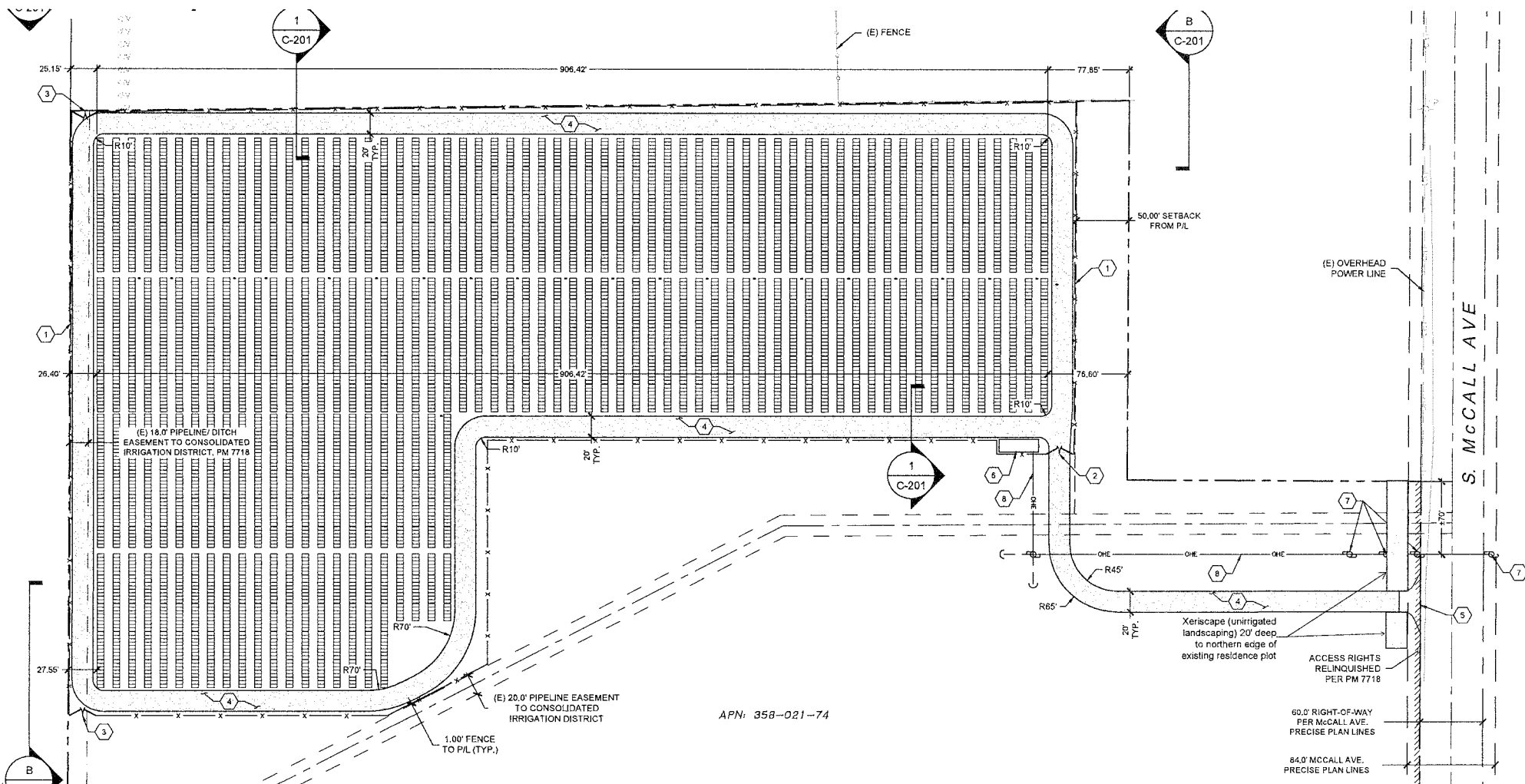
NO.	REVISION	DATE	INIT.

DATE: 12/12/17
DRAWN BY: RLS
ENGINEER: JSM
APPROVED BY: [Signature]

PROJECT PHASE: PROGRESS SUBMITTAL

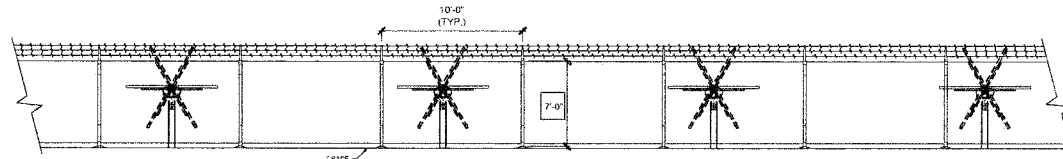
SCALE: 1" = 60'

SHEET NO.: C-101

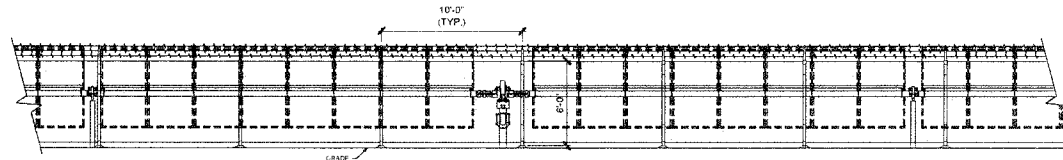


SITE PLAN (ENLARGED)

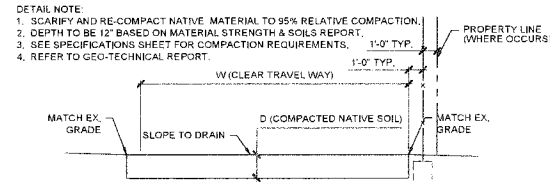
September 4, 2018 Council Packet



A NORTH-SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



B EAST-WEST ELEVATION
SCALE: 1/4" = 1'-0"



1 INTERNAL ACCESS ROAD
SCALE: 1/4" = 1'-0"

DETAIL NOTE

1. SCARIFY AND RE-COMPACT NATIVE MATERIAL TO 95% RELATIVE COMPACTION.
2. DEPTH TO BE 12" BASED ON MATERIAL STRENGTH & SOILS REPORT.
3. SEE SPECIFICATIONS SHEET FOR COMPACTION REQUIREMENTS.
4. REFER TO GEO-TECHNICAL REPORT.

SHEET NOTES

1. [notes]



100 MONTGOMERY ST. #1400
SAN FRANCISCO, CA 94104
(415) 776-8246
www.forefrontpower.com

SAGE
Consulting Engineers, Inc.
12 Geary Street, Suite 407
San Francisco, CA 94108
(415) 850-5250

STAMP

CA-SB43 MAHAL PV
POWER PLANT
FOREFRONT POWER LLC
9375 MCCALL AVE.
SELMA, CA 93662

PROJECT NUMBER:
CA-17-0018 / J0059

SHEET TITLE:
SECTIONS & DETAILS

SHEET SIZE:
ARCH "D"
24" X 36" (610 X 914)

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NO.	REVISION	DATE	INIT.

DATE: 12/13/17
DRAWN BY: RCS
ENGINEER: JRM
APPROVED BY: JGAPRICE

PROJECT PHASE:
PROGRESS SUBMITTAL
SCALE: AS SHOWN
SHEET NO.:

C-201

Pre-Application Submittal

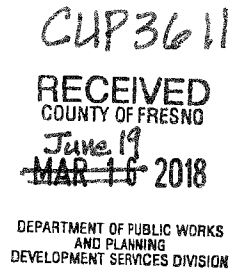
Project: Mahal Solar

Scope: 1.656 MWac solar photovoltaic energy generation facility on a +/-9-acre portion of a 20-acre parcel.

Location: 9375 McCall Avenue (APN 358-021-74)

Applicant's Representative:

EPD Solutions, Inc.
c/o Rafik Albert
2030 Main Street, Suite 1200
Irvine, Calif. 92614
(949) 794-1182
rafik@epdsolutions.com



Operational Statement

1. *Nature of the operation—what do you propose to do? Describe in detail.*
The project is a solar photovoltaic power plant. The facility will generate electricity from the sun during daylight hours, and will be unmanned. The project would interconnect with the electrical grid at an existing power line along McCall Avenue. An collector line approximately 540 feet in length would connect to the power line along McCall Avenue.
2. *Operational time limits:*
The facility will operate during daylight hours year-round. Operations would be automated and not require a staff presence.
3. *Number of customer or visitors:*
The site would not receive customers or visitors.
4. *Number of employees:*
The facility will be unmanned. Occasional site visits (generally less than one per day) would occur for security and maintenance.
5. *Service and delivery vehicles (number, type, frequency):*
The facility would not receive any regular deliveries during operations. Service visits would occur periodically on an as-needed basis, and would generally require only a pick-up truck
6. *Access to the site (public road, private road, surface, unpaved/paved):*
The site is adjacent to McCall Avenue, a public, paved road.
7. *Number of parking spaces for employees, customers, and service/delivery vehicles:*
As the facility will be unmanned and not receive customers or visitors, no parking is required or proposed.
8. *Are any goods to be sold on-site? If so, are these goods grown or produced on-site or at some other location?*
No goods would be grown, produced, or sold on-site.

9. *What equipment is used (if appropriate, provide pictures or a brochure):*
Equipment used on the site would include:
- Solar modules mounted on trackers
 - Electrical equipment pad with switchgear
10. *What supplies or materials are used and how are they stored?*
No supplies or materials would routinely be used at the site, and no storage would occur at the site. Any items required for periodic maintenance would be carried on maintenance vehicles.
11. *Does the use cause an unsightly appearance (noise, glare, dust, odor, if so explain how this will be reduced or eliminated):*
The use is minimally impactful on the surrounding area. The proposed equipment will generate minimal noise. Solar panels do not generate substantial glare. The project will not generate any dust or odor during operations.
12. *List any solid or liquid wastes to be produced:*
The facility will not generate solid or liquid wastes. No process wastewater is generated during energy generation from a photovoltaic facility. The site will be unmanned so no restrooms would be required and no sewer connection or septic system would be installed. Any solid wastes generated during maintenance activities would be removed by maintenance crews when they depart the site.
13. *Estimated volume of water to be used (gallons per day, source of water):*
The site will be unmanned and no water use would be required. In lieu of water, a commercially available biodegradable solution will be used for panel cleaning. Xeriscape landscaping with no irrigation would be utilized along the McCall Avenue frontage. The site is within the service area of the Consolidated Irrigation District, which would provide any water needed during construction through an on-site water connection to the Walnut Ditch. Construction water, which would almost entirely be used for dust control, is expected to require up to 5,000 gallons per day during the four-week site preparation phase, or a total of 0.2 acre-feet of water.
14. *Describe any proposed advertising including size, appearance, and placement:*
No advertising is proposed.
15. *Will existing buildings be used or will new buildings be constructed (describe type of construction materials, height, color, etc. Provide floor plan and elevations, if appropriate):*
The site contains no existing buildings, and no new habitable structures are proposed. New construction on the site would be limited to solar trackers and related electrical equipment and a perimeter fence. See enclosed plans.
16. *Explain which buildings or what portion of buildings will be used in the operation:*
There are no existing buildings on the site and no new habitable structures are proposed.
17. *Will any outdoor lighting or an outdoor sound amplification system be used (describe and indicate when used):*
Outdoor lighting would be limited to small-scale security lighting at the entry and any domestic fixtures required by Building Code or other Code requirements at electrical equipment, such as

transformers.

18. Landscape or fencing proposed (describe type and location):

Fencing is proposed to consist of a 7-foot perimeter chain link fence. Landscaping would consist of xeriscape (no irrigation required) along the McCall Avenue frontage, to a depth of 20 feet, to enhance aesthetics along the roadway.

Mahal Solar
9375 McCall Avenue
APN 358-021-74

CUP3611
RECEIVED
COUNTY OF FRESNO
MAY 15 2018
(REVISED)

Project Compliance with Solar Facility Guidelines (eff. 12/12/17)

DEPARTMENT OF PUBLIC WORKS
AND PLANNING
DEVELOPMENT SERVICES DIVISION

- Information shall be submitted regarding the historical agricultural operational/usage of the parcel, including specific crop type and crop yield, for the last ten years (if no agricultural operation in the last ten years, specify when land was last in agricultural use).

	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Crop Type	Grapes									
Yield (tons)	139	198	152	190	191	157	175	179	180	122

- Information shall be submitted that identifies the source of water for the subject parcel (surface water from irrigation district, individual well(s), conjunctive system). If the source of water is via district delivery, the applicant shall submit information documenting the allocations received from the irrigation district and the actual disposition of the water (i.e. utilized on-site or moved to other locations) for the last ten years. If an individual well system is used, provide production capacity of each well, water quality data and data regarding the existing water table depth.

The site is within the Consolidated Irrigation District service area, and has water rights from that agency. No information is available regarding past allocations from CID, but water obtained from the District was utilized on-site for irrigation of grape vines over the past decade. Approximate water use per year is 42 acre-feet.

The facility will be unmanned and no permanent water source will be required. A commercially available biodegradable solution will be utilized for panel cleaning in lieu of water.

- Identify the current status of the parcel (Williamson Act Contract, Conservation Easement, retired land, etc.), the purpose of any easement and limitations of the parcel. The applicant shall submit a Title Report or Lot Book Guarantee for verification.

The site is not covered by a Williamson Act contract or Conservation Easement. A title report is provided as part of the application package.

- Identify (with supporting data) the current soil type and mapping units of the parcel pursuant to the standards of the California State Department of Conservation and the Natural Resources Conservation Service.

Soils within the solar field area are listed in the table below. This information is obtained from the U.S. Dept. of Agriculture's Natural Resources Conservation Service:

Soil Symbol	Soil Description	Coverage Area
DeA	Delhi sand 0 to 3 percent slopes	53%
TzbA TzbB	Tujunga loamy sand 0 to 3 percent slopes 3 to 9 percent slopes	47%

EXHIBIT 7

September 4, 2018 Council Packet

5. List all proposed measures and improvements intended to create a buffer between the proposed solar facility and adjacent agricultural operations (detailed information must be shown on Site Plan) and provide factual/technical data supporting the effectiveness of said proposed buffering measures.

The solar field is buffered from adjacent parcels by about 75 feet on the east side, almost 190 feet on the south side, about 26 feet on the west side, and about 28 feet on the north side. The smaller buffers on the west and north sides are adjacent to agricultural fields with no nearby residences that could be impacted by the project.

6. Provide a Reclamation Plan detailing the lease life, timeline for removal of the improvements and specific measures to return the site to the agricultural capability prior to installation of solar improvements.

A Reclamation Plan is provided.

7. Provide information documenting efforts to locate the proposed solar facility on non-agricultural lands and non-contracted parcels and detailed information explaining why the subject site was selected.

The following factors were important in site selection for the project:

- The parcel does not have any active Williamson Act Contract or Conservation Easement.
- The site is in an urbanizing area of the County and a major housing development was previously considered for the site.
- Interconnection with the electrical grid would occur at an existing power pole on McCall Avenue, across the street from the site. This existing power line has capacity to serve the project; no major transmission infrastructure is required.
- The site is disturbed private land with no identified biological or cultural resources sensitivity.
- The site is at least 10 acres to accommodate the project's sizing criteria and County-required setbacks and other design features.
- The site is flat, with no significant topographical features or waterways.
- The site is easily accessible from existing roadways.
- The site's soils are not well suited for agriculture, based on the following information provided by the Natural Resources Conservation Service:
 - Delhi sand, 0 to 3 percent slopes (DeA), 53% of the solar field area, is considered "not prime farmland" and is "somewhat excessively drained." This soil type is classified as Irrigation Capability Class 3, indicating "soils have severe limitations that reduce the choice of plants or that require special conservation practices, or both," and has the lowest possible rating of "low inherent productivity" under the National Commodity Crop Productivity Index.
 - Tujunga loamy sand, 0 to 3 percent slopes (TzbA) and 3 to 9 percent slopes (TzbB), 47% of the solar field area, is considered "somewhat excessively drained." This soil type is classified as Irrigation Capability Class 4, indicating "soils have very severe limitations that reduce the choice of plants or that require very careful management, or both," and has the lowest possible rating of "low inherent productivity" under the National Commodity Crop Productivity Index.

8. Develop and submit a project site Pest Management Plan to identify methods and frequency to manage weeds, insects, disease and vertebrate pests that may impact adjacent sites.

A Pest Management Plan is provided.

9. The applicant must acknowledge the County's Right to Farm Ordinance and shall be required to record a Right to Farm Notice prior to issuance of any permits. This shall be included as a recommended Condition of Approval of the land use entitlement.

The Right to Farm Ordinance is acknowledged. The applicant will comply with any condition of approval imposed on the project requirement recording of such a notice on the parcel.

10. Note: The life of the approved land use permit will expire upon expiration of the initial life of the solar lease. If the solar lease is to be extended, approval of new land use permit will need to be obtained.

The duration of the land use permit is noted.

11. If the project is approved, the applicant shall make all reasonable efforts to establish a point of sale in Fresno County for equipment and construction related items necessary for the project.

The requirement for reasonable efforts to be undertaken to establish a point of sale in Fresno County is noted.

12. If the project is approved, the applicant shall make all reasonable efforts to conduct local recruitment efforts and/or coordinate with employment agencies in an attempt to hire from the local workforce.

The requirement for reasonable efforts to hire from the local workforce is noted.

13. In addition to disclosing the number of trips in the required project Operational Statement, the applicant shall disclose the weight of the shipments anticipated to the site. If the project is approved, pursuant to the CEQA analysis and based upon the existing road conditions and the weight/frequency of shipments to the site, the applicant shall mitigate impacts to County roads.

No shipments will be required to or from the site during operations. Only passenger cars and light trucks would routinely access the site for maintenance and security purposes.

14. If the project is approved, the applicant shall make all reasonable efforts to purchase products and equipment from local (Fresno County) manufacturing facilities and/or vendors.

The requirement for reasonable efforts to purchase products and equipment from local manufacturing facilities and/or vendors is noted.

Reclamation Plan

Mahal Solar Project
APN 358-021-74
County of Fresno

CUP3611

RECEIVED
COUNTY OF FRESNO

MAR 16 2018

DEPARTMENT OF PUBLIC WORKS
AND PLANNING
DEVELOPMENT SERVICES DIVISION

ForeFront Power, LLC
100 Montgomery St., Suite 1400
San Francisco, CA 94104

January 31, 2018

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1. Present use of the site

The Mahal Solar (project) site is located on an 20-acre parcel (APN 358-021-74) in unincorporated Fresno County, near the city of Selma. The project site is located on the east side of McCall Avenue, about 2,000 feet south of Manning Avenue (Figures 1 and 2). The present General Plan land use designation is Agriculture and the zoning is AE-20.

The project site is located at an elevation of about 310 feet and is generally flat. The site consists of agricultural land, with active production of Thompson seedless grape vines. A single-family residence is present at the southeast corner of the parcel; this residence would not be impacted by the project. Surrounding land uses are predominantly agricultural.

2. Proposed alternate use of the land

ForeFront Power, LLC is proposing to develop and operate a 1.656-MWac solar photovoltaic energy generation facility on a 9-acre portion of the 20-acre parcel. Components of the facility will include a ground-mounted field of solar trackers and associated electrical equipment, including inverters and transformers; perimeter fencing; and interconnection to the electrical grid at an existing power line on the opposite side of the site's McCall Avenue frontage. A collector power line of approximately 540 feet will be constructed to reach this power line. The majority of the construction activities will occur above ground; however, there will be minimal subsurface construction for tracker piles, electrical conduit systems, and racking systems.

3. Duration

The project is being designed to have a functional operating life cycle of a minimum 25 years to a maximum of 35 years, contingent on the power off-take agreement and the operational date, currently targeted as June 2019. Under the current site control agreement, the project could remain in operation until June 2044.

4. Ownership of property

The subject property is subject to a 25-year lease between ForeFront Power, LLC (lessee) and James S. Anderson (property owner/lessor).

5. Reclamation plan

5-a) As the project is taken offline and permanently out of service, the reclamation process will commence to restore the project site to its previous agricultural condition. The entire reclamation of the site will be complete approximately 12 months after plant is taken off-line. As a result of the relatively basic design and minimal footprint of the project, the reclamation process will be simple to execute and will be completed in one phase. Demolition and reclamation will include removal of all above ground and subsurface equipment, structures, and

fences. All foundations will be demolished and removed from the site, and all necessary grading will be performed to return the site to its original grade. All removed and demolished infrastructure and components will be salvaged and recycled as available.

5-b) No hazardous chemicals or materials will be present at any time during normal site operations of the project. No additional precaution or handling methodologies will be necessary during the reclamation process. All transformers and high voltage electrical equipment will be recycled as per manufacturer requirements and coolant will be disposed of pursuant to California and Fresno County law.

5-c) All electrical equipment will be uninstalled and removed. Electrical equipment includes: inverters, PV modules, combiner boxes, transformers, switchgear, monitoring equipment, and any other on-site equipment and all affiliated cabling. The equipment will either be reused or recycled depending on its equipment, warranties, technical improvements, and market valuation. All mounting structures will be removed and recycled as possible. Any and all building improvements on the site will be demolished and removed.

5-d,e) All below-grade foundations will be demolished and removed, including concrete, rebar, and associated debris. All subsurface conduit and cabling that is not deemed necessary by the utility will be uninstalled and recycled. Any below grade facilities deemed necessary by the utility will remain buried and marked for identification.

5-f) All requisite grading required to restore the site to its original condition. Due to the low impact of the disk-and-roll approach used during site preparation and the flat condition of the project parcel, it is anticipated that minimal re-grading will be required during reclamation.

5-g) During the reclamation process the site will be return to its previous agricultural state through de-compaction of the site, as needed. Due to the disc-and-roll site preparation technique, it is expected that requisite de-compaction will be limited. The reclamation process will involve the input of the landowner to consult on site restoration for agricultural use, as they were the original users of the site in its agricultural state.

5-h) There is no irrigation system currently present on the project site. No irrigation will be required during operations.

6. Site Plan

See Figure 3.

7. Engineering cost estimate

Civil Demolition	Quantity	Unit	Labor	TOTAL
Panel Removal	6,308	EA	\$ 1.75	\$ 11,039.00
Steel Structure Disassembly	1	LS	\$ 6,500.00	\$ 6,500.00
Driven Pile Foundation Removal	1,000	EA	\$ 5.50	\$ 5,500.00
Fencing Demolition	3,000	LF	\$ 2.50	\$ 7,500.00
Access Road Demolition	67,800	SF	\$ 0.25	\$ 16,950.00
			Total	\$ 47,489.00

Electrical Demolition	Quantity	Unit	Labor	TOTAL
Removal of Wire & Grounding Rods (including dismantle & load)	1	LS	\$ 5,000.00	\$ 5,000.00
Inverters / Parallel Gear / Combinor Boxes (including dismantle, load & disposal)	1	LS	\$ 5,000.00	\$ 5,000.00
			Total	\$ 10,000.00

Hauling	Quantity	Unit	Unit Weight (lbs)	Total Weight (tons)	\$/Load	TOTAL
Panel	6,308	EA	57.3	180.72	\$ 300.00	\$ 54,217.26
Driven Pile Foundations	1,000	EA	100	50.00	\$ 250.00	\$ 25,000.00
Tracker Structure Supports	1,000	EA	200	100.00	\$ 250.00	\$ 50,000.00
Copper (wire, inverter & parallel gear)	1	LS			\$ 500.00	\$ 500.00
					Total	\$ 129,717.26

Disposal Fees	Quantity	Unit	Unit Price	TOTAL
Dump Fees (Panels)	180.7	ton	\$ 35.00	\$ 6,325.35
Dump Fees (Building waste)	-	ton	\$ 25.00	\$ -
Dump Fees (Concrete)	2.0	ton	\$ 25.00	\$ 50.00
			Total	\$ 6,375.35

PRICES ARE SUBJECT TO CHANGE

PRICES WILL FLUCTUATE W/ MARKET CONDITIONS

Civil Demolition	\$ 47,489.00
Electrical Demolition	\$ 10,000.00
Hauling	\$ 129,717.26
Disposal Fees	\$ 6,375.35
Total Decommission Cost	\$ 193,581.61
Salvage Value (%)	50.0%
Net Decommission Cost	\$ 96,790.80

8. Financial assurances

ForeFront Power, LLC will provide the County of Fresno with a Letter of Credit in the amount of \$193,581. The Letter of Credit will increase annually by 3%, or be tied to the Consumer Price Index (CPI) or other mechanism acceptable to the Fresno County Department of Public Works and Planning.

9. Evidence that all owners have been notified

A lease agreement with the property owner, James S. Anderson, is in place. The lease agreement authorizes ForeFront Power, LLC to construct, operate, maintain, and decommission the solar project on the project site.

Figure 1. Project Location

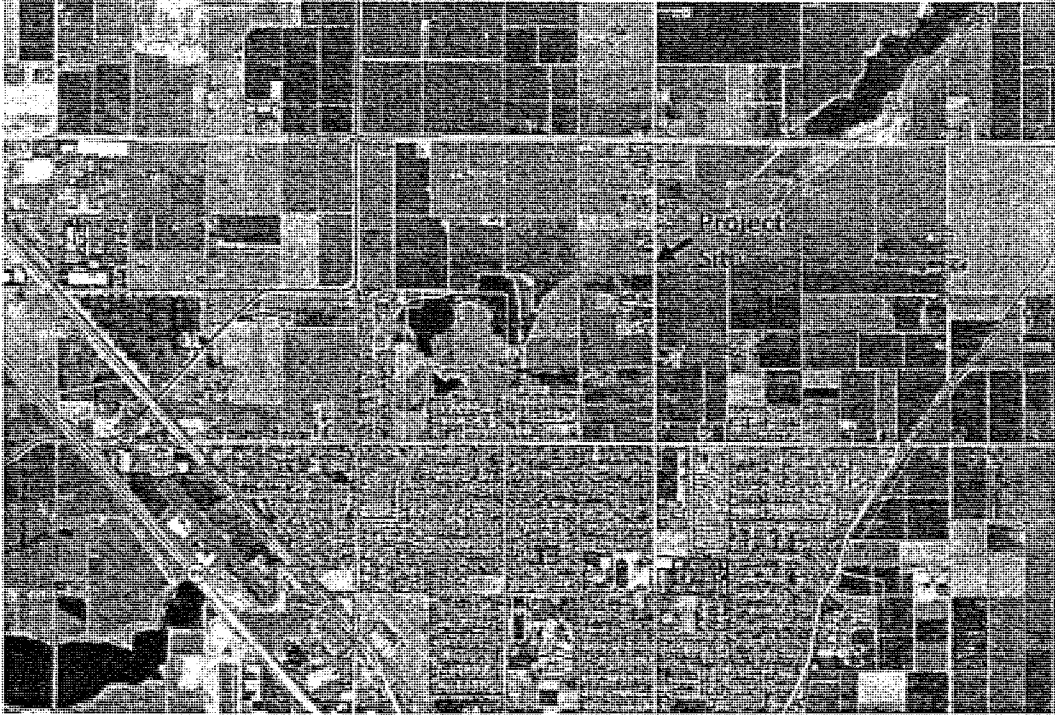
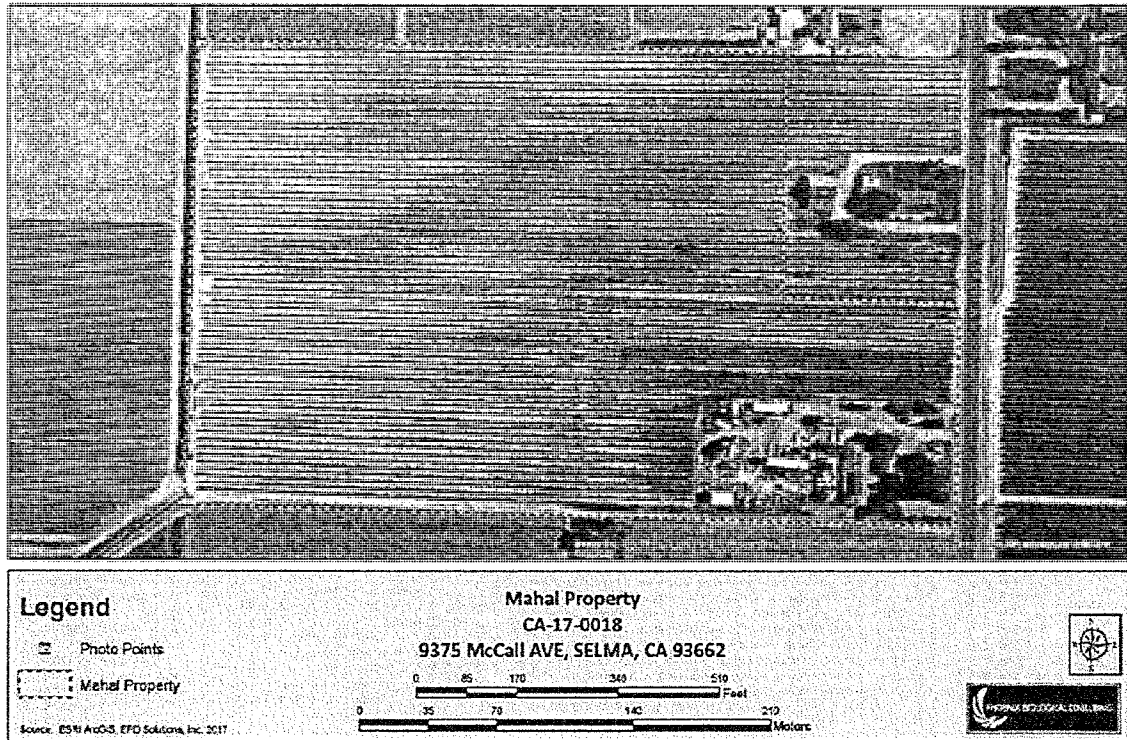


Figure 2. Site Aerial



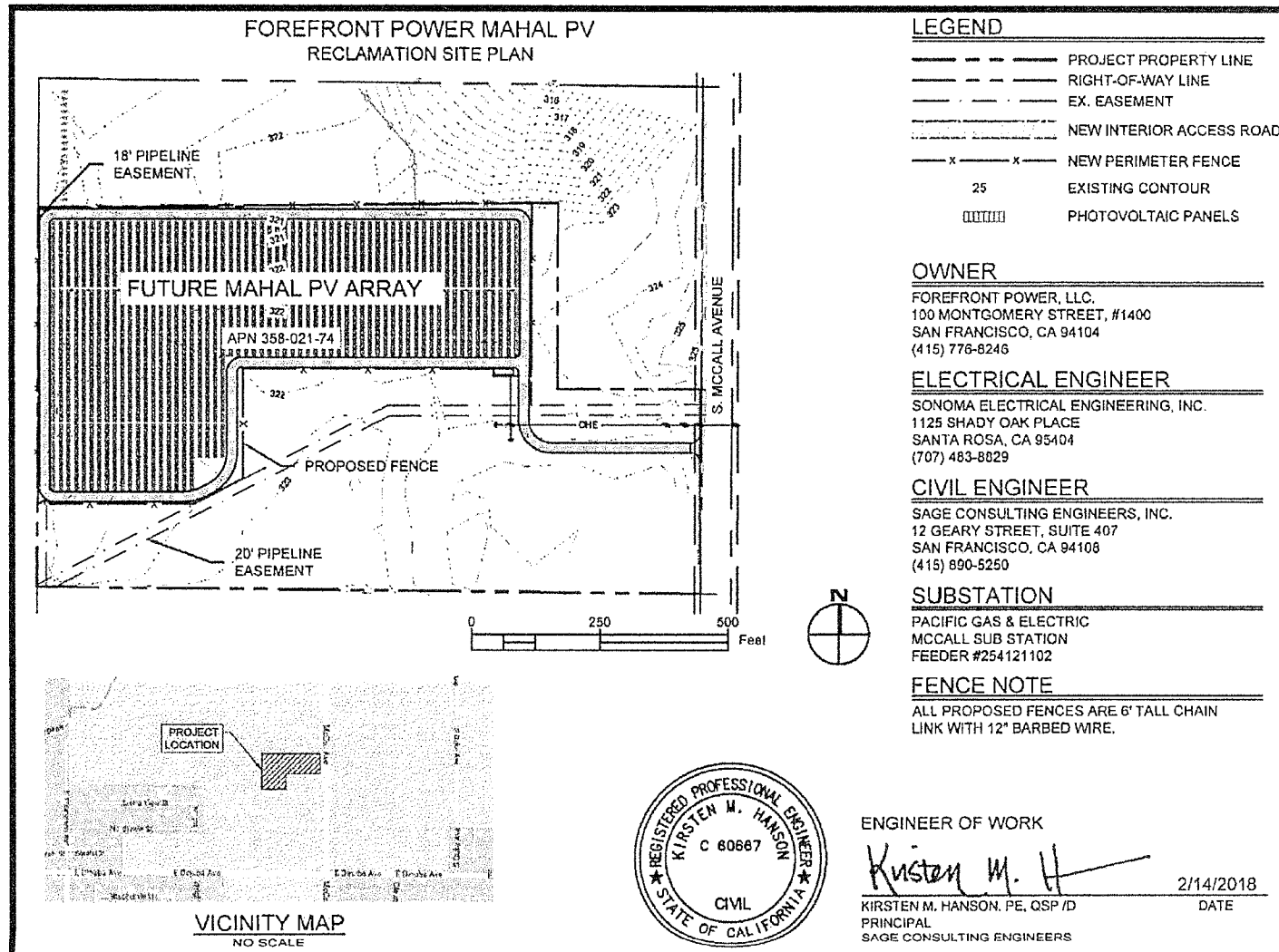


Figure 3. Reclamation Site Plan



County of Fresno

DEPARTMENT OF PUBLIC WORKS AND PLANNING
STEVEN E. WHITE, DIRECTOR

EVALUATION OF ENVIRONMENTAL IMPACTS

APPLICANT: ForeFront Power, LLC

APPLICATION NOS.: Initial Study Application No. 7444 and Unclassified
Conditional Use Permit Application No. 3611

DESCRIPTION: Allow a 1.65 megawatt photovoltaic solar power generation facility with related improvements on an approximately 9-acre portion of a 20.17-acre parcel in the AE-20 (Exclusive Agricultural, 20-acre minimum parcel size) Zone District.

LOCATION: The project site is located on the west side of S. McCall Avenue approximately 1,915 feet south of its intersection with Manning Avenue and 1,363 feet northeast of the nearest city limits of the City of Selma (9375 S. McCall Ave., Selma CA) (SUP. DIST. 4) (APN 358-021-74).

I. AESTHETICS

- A. Would the project have a substantial adverse effect on a scenic vista; or
- B. Would the project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a State scenic highway?

FINDING: NO IMPACT:

The project site is located in an agricultural area with sparse single-family residences. No scenic vista, scenic resources, or historic buildings were identified on or near the site that could be impacted by the project. McCall Avenue, which provides access to the site, is not a scenic drive in the County General Plan. The project will have no impact on scenic resources.

- C. Would the project substantially degrade the existing visual character or quality of the site and its surroundings?

FINDING: LESS THAN SIGNIFICANT IMPACT:

This project entails the construction and operation of a photovoltaic (PV) solar power generation facility and related improvements on a 20.17-acre parcel with an output of 1.65 megawatts. The project would interconnect with the electrical grid at an existing

power line along McCall Avenue. A collector line approximately 540 feet in length would connect to the power line along McCall Avenue.

Located approximately one quarter-mile north of the City of Selma, the project site has historically been used for agricultural production and is currently planted in vineyards. The surrounding land uses include farmlands planted in vineyards and orchard with sparse single-family residences. The nearest single-family residence is approximately 26 feet north of the site.

The buildings and structures included in the project proposal consist of ground-mounted PV solar module arrays and associated electrical equipment, including inverters and transformers; perimeter fencing, and interconnection to the electrical grid at an existing power line on the opposite side of the site's McCall Avenue frontage. As part of the proposed gen-tie connection, this proposal includes an elevated 540-foot-long gen-tie line connecting on-site electrical equipment to an existing power line along McCall Avenue. Approximately five new utility poles would be added along the length of the gen-tie line.

The proposed solar power generation facility will have low visibility from the surrounding area. The majority of the project site (9 acres of a 20.17-acre parcel) will occupy racking systems and PV module arrays that will have an overall height of 9 feet and will be secured by a perimeter fencing topped with barbed wire. The fencing will create physical buffers between the proposed development and farming activities on the remainder of the subject property and on the adjacent parcels.

Considering the location of the subject parcel in a farming area (large parcel sizes with low population density), the proposed facility location being approximately 345 feet from the nearest roadway (McCall Avenue), and the fact that it will be secured by perimeter fencing, impact on the visual character or quality of the site and its surroundings would be less than significant.

- D. Would the project create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

FINDING: LESS THAN SIGNIFICANT IMPACT WITH MITIGATION
INCORPORATED:

According to the Applicant's Operational Statement, outdoor lighting will be limited to small-scale security lighting at the entry gate and at electrical equipment such as transformers. In order to reduce any lighting and glare impact resulting from this proposal, a Mitigation Measure would require that all outdoor lighting shall be hooded and directed to not shine toward adjacent properties and public streets. With implementation of this measure, impact associated with new sources of light would be less than significant.

* **Mitigation Measure:**

1. *All outdoor lighting shall be hooded and directed so as not to shine toward adjacent properties and public streets.*

Regarding potential glare impacts, solar panels are notable for creating reflections or glare observed by drivers. This would be a potential impact for motorists along McCall Avenue. However, the affected portion of McCall Avenue is rural and does not carry significant daily traffic volumes through the area. Therefore, potential glare impacts would not affect a highly-travelled road, and therefore, would be less than significant.

II. AGRICULTURAL AND FORESTRY RESOURCES

- A. Would the project convert prime or unique farmlands or farmland of state-wide importance to non-agricultural use?

FINDING: LESS THAN SIGNIFICANT IMPACT:

The subject parcel is classified as Unique Farmland, Farmland of Statewide Importance and Prime Farmland on 2014 Fresno County Important Farmland Map. The proposed solar facility will temporarily occupy portions of the land classified as Unique Farmland and Farmland of Statewide Importance and at the end of the useful life of the facility the land will be reverted to the farming operation.

- B. Would the project conflict with existing agricultural zoning or Williamson Act Contracts; or
- C. Would the project conflict with existing zoning for or cause rezoning of forest land, timberland, or timberland zoned Timberland Production; or
- D. Would the project result in the loss of forest land or conversion of forest land to non-forest use?

FINDING: NO IMPACT:

This proposal is not in conflict with the current agricultural zoning on the property. The proposed facility is an allowed use on land designated for agriculture with discretionary approval and adherence to applicable General Plan Policies. The property is not restricted by a Williamson Act Land Conservation Contract.

- E. Would the project involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural uses or conversion of forest land to non-forest use?

FINDING: LESS THAN SIGNIFICANT IMPACT WITH MITIGATION
INCORPORATED:

Supplemental project information prepared for the proposed solar power generation facility in compliance with the "Solar Facility Guidelines" (Supplemental Information), approved by the Fresno County Board of Supervisors on May 3, 2011 (revised May 21, 2013 & December 12, 2017) has been submitted by the Applicant and reviewed by various agencies and departments.

As noted in Item No. 1, Item No. 2 of the Supplemental Information related to Agricultural History and Water Source, the subject parcel has grapevines for the last ten years, which utilizes roughly 42-acre-feet of water per year supplied by Consolidated Irrigation District (CID). Water needed for the construction, maintenance and operation of the proposed solar power generation facility will be purchased from the CID.

As noted in response to Item No. 4 and 7 of the Supplemental Information related to Soils and Site Selection, the project site is comprised of various soil types with various grades. The soils on the project site are Delhi sand, Tujunga Loamy sand and Hartford fine sandy loam. The proposed solar facility will be located on the portions of the property comprised of Delhi sand and Tujunga Loamy sand. Delhi sand, with 0 to 3 percent slopes (DeA) and covering 53 percent of the solar field area, is considered "not prime farmland" and is "somewhat excessively drained." This soil type is classified by U.S. Dept. of Agriculture's Natural Resources Conservation Service (NRCS) as Irrigation Capability Class 3 (poor), indicating, "soils have severe limitations that reduce the choice of plants or that require special conservation practices, or both," and has the lowest possible rating of "low inherent productivity" under the National Commodity Crop Productivity Index. Tujunga loamy sand (Tzba & TzbB), with 0 to 9 percent slopes and covering 47% of the solar field area, is considered "somewhat excessively drained." This soil type is classified by U.S. Dept. of Agriculture's Natural Resources Conservation Service (NRCS) as Irrigation Capability Class 4 (very poor), indicating, "soils have very severe limitations that reduce the choice of plants or that require very careful management, or both," and has the lowest possible rating of "low inherent productivity" under the National Commodity Crop Productivity Index.

The proposed solar power generation facility will have less than significant impact on farmlands for two reasons.

According to the State's Farmland Mapping and Monitoring Program, the project site is designated as Unique Farmland, Farmland of Statewide Importance and Prime Farmland. The subject proposal will occupy an approximately 9-acre portion of a 20.17-acre parcel which is designated, as Unique Farmland, Farmland of Statewide Importance and is comprised of Delhi sand and Tujunga Loamy sand. These soil types, as discussed above, have deficiencies and are not well suited for crops.

Secondly, the loss of farmland resulting from this proposal would be temporary. As noted in response to Item No. 6 of the Supplemental Information related to Reclamation Plan, and defined in the Applicant-submitted Reclamation Plan, the project, at the end of its 25 plus years of useful life, will be taken offline and permanently out of service. At that point, reclamation process will commence to restore the project site to its previous agricultural condition. This process involves demolition and removal of all aboveground

and subsurface equipment, foundations, structures, and fences from the site and performing necessary grading to return the site to its original grade.

The site restoration requirements will be included as a Mitigation Measure and stipulated in a Covenant between the Applicant/Property Owner and the County of Fresno. Another Mitigation Measure would require that prior to issuance of Building Permits, financial assurances equal to the cost of reclaiming the land to its previous agricultural condition based on an engineering cost estimate prepared for the project by a registered engineer shall be submitted to ensure that the reclamation is performed according to the approved Plan.

Although, the Fresno County Department of Agriculture (Agricultural Commissioner's Office) expressed no specific concerns with this proposal, the agency, however, has consistently commented that solar power generation facilities may create habitat for weeds and rodents. Rodents could cause damage to above and underground equipment and an uncontrolled population growth could cause damage to neighboring farmland. Likewise, unchecked weeds can become a fire hazard and can provide for food and cover for rodents. Therefore, in compliance with a mandatory requirement from the Agricultural Commissioner's Office, a Project Note would require that any weed or rodent infestation that is of a nature and magnitude as to constitute a "public nuisance" (Section 5551 of the California Food and Agricultural Code; Sections 3479 and 3480 of the Civil Code; and Section 372 of the Penal Code) and is not addressed by the Property Owner/Operator is unlawful under California Food and Agricultural Code Section 5553 and Penal Code Section 372. In compliance with Item No. 8 of the Supplemental Information, the Applicant has submitted a Pest Management Plan, and a Mitigation Measure would require implementation of the Plan in order to keep the site free from weeds and rodents during the life of the solar power generation facility. Likewise, in compliance with Item No. 9 of the Supplemental Information, a Condition of Approval would require the Applicant to acknowledge the Fresno County Right-to-Farm Ordinance regarding the inconveniences and discomfort associated with normal farm activities surrounding the proposed development.

Considering the above discussion and with adherence to the Mitigation Measures listed below, the project will have a less than significant impact on Agricultural and Forestry Resources.

* **Mitigation Measures:**

1. *The project shall adhere to the procedures listed in the Reclamation Plan prepared for the operation, including requirements for financial estimates, bonding and facility removal when operation ceases. Prior to the issuance of any Construction Permits (Building, Electrical, Mechanical, Plumbing), the required bond amount, based on the engineer's estimate, shall be deposited (or evidence of a Bank Guarantee or Irrevocable Letter of Credit shall be provided).*
2. *A covenant shall be signed between the property owner and the County of Fresno and shall run with the land, requiring the site to be restored as nearly as*

practical to its original condition at the cessation of the operation of the solar power generation facility.

3. *The project shall comply with the Pest Management Plan, prepared by ForeFront Power, LLC and dated January 31, 2018, in order to control weeds and rodents on the property that may impact adjacent properties.*

III. AIR QUALITY

- A. Would the project conflict with or obstruct implementation of the applicable Air Quality Plan; or
- B. Would the project violate any air quality standard or contribute to an existing or projected air quality violation; or
- C. Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under a Federal or State ambient air quality standard; or
- D. Would the project expose sensitive receptors to substantial pollutant concentrations?

FINDING: LESS THAN SIGNIFICANT IMPACT:

The San Joaquin Valley Air Pollution Control District (Air District) reviewed the subject proposal along with a *Focused Air Quality and Greenhouse Gas Memorandum* prepared for the project by Urban Crossroads and dated March 22, 2018. According to the Air District comments on the project, the project-specific criteria pollutants are not expected to exceed District significance thresholds of 10 tons/year NOX, 10 tons/year ROG or 15 tons/year PM10. As such, the project will have a less than significant impact on air quality.

The project is subject to Air District Rule 9510 (Indirect Source Review). This rule requires submittal of an Air Impact Assessment (AIA) Application prior to applying for the final discretionary approval, and payment of applicable off-site Mitigation Fees prior to issuance of the first Grading/Building Permit. An Air Impact Assessment (AIA) Application (ISR Project Number C-20180136) was submitted by the Applicant and deemed complete by the Air District on April 2018.

Other Air District rules that may apply to this proposal include: District Regulation VIII - Fugitive Dust Rules, to address impacts related to PM-10; Rule 4102 (Nuisance); Rule 4601 (Architectural Coatings); Rule 4641 (Cutback, Slow Cure, and Emulsified Asphalt Paving and Maintenance Operations); and Rule 4002 (National Emission Standards for Hazardous Air Pollutants) in the event an existing building will be renovated, partially demolished or removed. These requirements will be included as Project Notes.

Adherence to the Air District Rules will reduce air quality impacts to less than significant.

- E. Would the project create objectionable odors affecting a substantial number of people?

FINDING: LESS THAN SIGNIFICANT IMPACT:

The project will not create any objectionable odor that may affect people in the area. Potential odor sources associated with the proposed project may result from construction equipment exhaust and the application of asphalt and architectural coatings during construction activities. Standard construction requirements would minimize odor impacts from construction. The construction odor emissions would be temporary, short-term, and intermittent in nature and would cease upon completion of the respective phase of construction, and is thus considered less than significant. Project operational activities would be primarily associated with intermittent maintenance activities which would not generate any substantive odors. The proposed project would also be required to comply with Rule 4102 to prevent occurrences of public nuisances. Therefore, odors associated with the project construction and operations would be less than significant.

IV. BIOLOGICAL RESOURCES

- A. Would the project have a substantial adverse effect, either directly or through habitat modifications, on any candidate, sensitive, or special-status species; or
- B. Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Wildlife (CDFW) or U.S. Fish and Wildlife Service (USFWS)?

**FINDING: LESS THAN SIGNIFICANT IMPACT WITH MITIGATION
INCORPORATED:**

The project site is located in an agricultural area consisting of cultivated land with sparse single-family residences. An approximately 18.17-acre portion of a 20.17-acre project site is planted in vineyards, while the remainder two acres is developed with a single-family residence and related improvements, including an access to the site off McCall Avenue.

The Applicant's environmental consultant, Phoenix Biological Consulting, provided a Biological Habitat Assessment for the project, dated May 31, 2017, which was included with the project information packet provided to reviewing agencies in April 2, 2018. This information was also provided to the California Department of Fish and Wildlife (CDFW) and U.S. Fish and Wildlife Service (USFWS) for review and comments. However, no concerns were expressed by either agency.

According to the findings of the Biological Habitat Assessment (BHA), the habitat assessment conducted during May 2017 reveals that the site is situated within highly-disturbed agricultural land uses. The site predominantly consists of active agricultural production of Thompson seedless grape vines. The BHA made several findings: There is no suitable nesting habitat for raptors, and given the survey was conducted during spring season, no further rare plant surveys are required. The site does not contain suitable habitat for San Joaquin kit fox due to surrounding land uses and lack of

foraging habitat. Therefore, no focused surveys nor mitigation are required for the species. Additionally, the site does not contain nesting habitat for Swainson's hawk and surveys are not needed based on the protocol stipulations. Furthermore, lacking surface water and riparian areas, the valley elderberry longhorn beetle habitat is not present on site and the habitat on site is not conducive to burrowing owl nesting and shelters. Although, no suitable burrows were observed during the survey and the active farming prevents the development of suitable owl burrows for shelter or nesting, the BHA recommends a 14-day preconstruction survey to prevent inadvertent take of burrowing owls, and if burrowing owls are observed during the preconstruction survey, the project proponent shall discuss mitigation and avoidance requirements with the lead agencies. Also, no ground-disturbances shall occur during nesting season without a survey clearance from a biologist. These requirements will be included as Mitigation Measures.

* **Mitigation Measures:**

1. *A 14-day preconstruction site survey shall be conducted to prevent inadvertent take of burrowing owls. If burrowing owls are observed during the preconstruction survey, the project proponent shall discuss mitigation and avoidance requirements with the California Department of Fish and Wildlife and U.S. Fish and Wildlife Service.*
 2. *No ground-disturbances shall occur during nesting season (between February and August) without a clearance survey by a qualified biologist to ensure that no nesting birds are impacted.*
- C. Would the project have a substantial adverse effect on federally-protected wetlands as defined by Section 404 of the Clean Water Act through direct removal, filling, hydrological interruption or other means?

FINDING: NO IMPACT:

According to the Biological Habitat Assessment, the project site contains no surface water, wetlands, or Waters of the United States. The current and the historical use of the site has been farming.

Given the current state of the property and non-existence of wetlands or water channels on it, no impact on federally-protected wetlands as defined by Section 404 of the Clean Water Act would occur.

- D. Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

FINDING: LESS THAN SIGNIFICANT IMPACT:

The project site is an active farmland and is surrounded by developed or highly-disturbed farmlands, and therefore would not constitute a “movement corridor” for native wildlife. According to the Biological Habitat Assessment, the site is relatively isolated due to surrounding agricultural land use, paved roads, Golden State highway to the west and urban land use practices to the north and southwest. The project will have a less than significant impact on regional wildlife movements.

- E. Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

FINDING: NO IMPACT:

According to the Biological Habitat Assessment, no sensitive plant communities were identified on the project site. The project will not be in conflict with any local policies or ordinances protecting biological resources.

- F. Would the project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

FINDING: NO IMPACT:

The project site is not within nor does it border a conservation area. The Big Table Mountain Ecological Reserve is approximately 22 miles north of the project site.

V. CULTURAL RESOURCES

- A. Would the project cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5; or
- B. Would the project cause a substantial adverse change in the significance of an archeological resource pursuant to Section 15064.5; or
- C. Would the project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature; or
- D. Would the project disturb any human remains, including those interred outside of formal cemeteries?

FINDING: NO IMPACT:

The project site is not within any area designated as moderately- or highly-sensitive to archeological finds. As such, the project will have no impacts on historical, archeological, or paleontological resources.

A *Cultural and Paleontological Assessment* of the site was conducted by Material Culture Consulting, Inc., and dated October 2017. The study concluded that based on the lack of cultural materials observed within the project area and the limited known

previously-recorded cultural resources within a one-mile radius of the project area, the project area is considered to have a low probability for the presence of prehistoric or historic archaeological deposits. The agricultural disturbance from the present vineyard and private residence on the property has eradicated any near-surface record of prehistoric, ethno historic, or historic-era behavioral activities that may have otherwise been preserved as archaeological sites, deposits or features.

- E. Would the project cause a substantial adverse change in the significance of a tribal cultural resource as defined in Public Resources Code Section 21074?

FINDING: NO IMPACT:

The project will have no impact on Tribal Cultural Resources. The project was routed to the Dumna Wo Wah Tribal Government, Santa Rosa Rancheria Tachi Yokut Tribe, Picayune Rancheria of the Chukchansi Indians, and Table Mountain Rancheria for review in accordance with Public Resources Code Section 21080.3.1(b). No concerns were expressed by tribes.

VI. GEOLOGY AND SOILS

- A. Would the project expose people or structures to potential substantial adverse effects, including risk of loss, injury or death involving:

1. Rupture of a known earthquake; or
2. Strong seismic ground shaking; or
3. Seismic-related ground failure, including liquefaction?

FINDING: LESS THAN SIGNIFICANT IMPACT:

There are no known or identified active or potentially-active faults on or adjacent to the proposed Project site. The nearest known active or potentially-active fault, Nunez fault, is located approximately 20 miles southwest of the site. Neither the construction nor the operation of the proposed project would expose people or structures to the risk of loss, injury, or death involving rupture of a known earthquake fault. The impacts would be less than significant.

4. Landslides?

FINDING: NO IMPACT:

The project site contains naturally flat relief, which precludes the possibility of landslides on site.

- B. Would the project result in substantial erosion or loss of topsoil?

FINDING: LESS THAN SIGNIFICANT IMPACT:

The proposed photovoltaic solar power generation facility would not involve significant grading activities. The racking systems and photovoltaic (PV) module arrays require a moderately-flat surface for installation, which is characteristic of the subject parcel topography. However, some earthwork such as grading, fill, and compaction may be required to accommodate the placement of the racking systems and PV module arrays, subterranean conduits, footings, foundations, and access roads.

The Development Engineering Section of the Fresno County Department of Public Works and Planning reviewed the proposal and requires: 1) an Engineered Grading and Drainage Plan to show how additional storm water run-off generated by the proposed development will be handled without adversely impacting adjacent properties; 2) a grading permit or voucher for any grading proposed with this application; and 3) any additional runoff generated by the proposal be retained or disposed of per County Standards. These requirements will be included as Project Notes.

- C. Would the project result in on-site or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?

FINDING: NO IMPACT:

See Section VI. A. 4. above.

- D. Would the project be located on expansive soils, creating substantial risks to life or property?

FINDING: NO IMPACT:

The proposed project is not located in an area with identified expansive soil as shown in the 2000 Fresno County General Plan Background Report (Figure 7-1).

According to the information obtained from the U.S. Dept. of Agriculture's Natural Resources Conservation Service, the project site is comprised of Delhi sand, Hanford fine sandy loam and Tujunga loamy sand. No impact relating to expansive soils would occur.

- E. Would the project have soils incapable of adequately supporting the use of septic tanks or alternative disposal systems where sewers are not available for wastewater disposal?

FINDING: NO IMPACT:

The project would not include the use of septic tanks or alternative wastewater disposal systems. No wastewater facilities would be constructed as part of the project. If sanitation facilities are required during the construction period, temporary portable toilets will be provided for the workers. No impact would occur.

The Fresno County Department of Public Health, Environmental Health Division reviewed the proposal and expressed no concerns related to wastewater disposal.

VII. GREENHOUSE GAS EMISSIONS

- A. Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment; or
- B. Would the project conflict with any applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

FINDING: LESS THAN SIGNIFICANT IMPACT:

The majority of the Green House Gas (CHG) emissions associated with the proposed project will be from short-term construction activities. Operational emissions will be from maintenance activities, which would occur occasionally.

The project was routed to the San Joaquin Valley Air Pollution Control District (Air District) along with the *Focused Air Quality and Greenhouse Gas Memorandum* prepared for the project by Urban Crossroads, and dated March 22, 2018. According to the document, the annual Greenhouse Gas Emission with the construction and operation of the project are estimated to be 16.98 Metric Tons/CO₂ estimated (MTCO₂e) per year. The proposed project would not exceed the 7,000 MTCO₂e threshold considered by the California Air Resources Board (ARB). As such, the proposed project would result in a less than significant impact with respect to CHG emissions.

The Air District reviewed the proposal and expressed no concerns regarding greenhouse gas emissions. The project will comply with District Rule 9510 and others as discussed in Section III. A. B. C. D. Air Quality.

VIII. HAZARDS AND HAZARDOUS MATERIALS

- A. Would the project create a significant public hazard through routine transport, use or disposal of hazardous materials; or
- B. Would the project create a significant public hazard involving accidental release of hazardous materials into the environment; or
- C. Would the project create hazardous emissions or utilize hazardous materials, substances or waste within one quarter-mile of a school?

FINDING: LESS THAN SIGNIFICANT IMPACT:

Solar facility construction, operation, and decommissioning would require the limited use of hazardous materials that could result in potential adverse health and environmental impacts if these materials were used, stored, or disposed of improperly, causing accidents, spills, or leaks.

The Fresno County Department of Public Health, Environmental Health Division reviewed the proposal and requires that facilities proposing to use and/or store hazardous materials and/or hazardous wastes shall meet the requirements set forth in the California Health and Safety Code (HSC), Division 20, Chapter 6.95, and the California Code of Regulations (CCR), Title 22, Division 4.5. Additionally, any business that handles a hazardous material or hazardous waste may be required to submit a Hazardous Materials Business Plan pursuant to the HSC, Division 20, Chapter 6.95, and all hazardous waste shall be handled in accordance with requirements set forth in the California Code of Regulations (CCR), Title 22, Division 4.5. These requirements will be included as Project Notes. The use of hazardous materials entailed in the project would not generate impacts that amount to a level of significance requiring mitigation beyond what is required by existing regulations.

No schools are located within one quarter-mile of the project site. The nearest school, Theodore Roosevelt Elementary School, is approximately 1.4 south the project site.

D. Would the project be located on a hazardous materials site?

FINDING: NO IMPACT:

The project does not sit on a hazardous materials site. No concerns were expressed by the Fresno County Department of Public Health, Environmental Health Division.

The site has historically been used for agricultural purposes that have utilized pesticides that are currently considered a health risk and no longer used. Geo Tek, Inc., conducted *Phase I Environmental Site Assessment (ESA)* dated September 15, 2017 to determine the effects of pesticide on humans that was used on site during farming activities. Given the available information and the fact the proposed use of the site is for a solar power generation facility and not for habitable development, the ESA revealed no evidence of a recognized environmental condition or concern in connection with the subject site.

- E. Would a project located within an airport land use plan or, absent such a plan, within two miles of a public airport or public use airport, result in a safety hazard for people residing or working in the project area; or
- F. Would a project located within the vicinity of a private airstrip result in a safety hazard for people residing or working in the project area?

FINDING: NO IMPACT:

The project site is not located within an Airport Land Use Plan or within two miles of a public or private use airport. The nearest airport, Selma Airport, is approximately 2.5 miles southwest of the site.

- G. Would the project impair implementation of or physically interfere with an adopted Emergency Response Plan or Emergency Evacuation Plan?

FINDING: NO IMPACT:

The project site is located in an area where existing emergency response times for fire protection, emergency medical services, and sheriff protection meet adopted standards. The project does not include any characteristics (e.g., permanent road closures) that would physically impair or otherwise interfere with emergency response or evacuation in the project vicinity.

- H. Would the project expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?

FINDING: NO IMPACT:

The project site is not located within or adjacent to a wildland area. The project will not expose persons or structures to wildland fire hazards.

IX. HYDROLOGY AND WATER QUALITY

- A. Would the project violate any water quality standards or waste discharge requirements or otherwise degrade water quality?

FINDING: NO IMPACT:

See discussion in Section VI. E. Geology and Soils. The Fresno County Department of Public Health, Environmental Health Division, reviewed this proposal and expressed no concerns related to soils or wastewater disposal.

The Central Valley Regional Water Quality Control Board (RWQCB) also reviewed the proposal and expressed no concerns regarding the project impact on groundwater quality.

- B. Would the project substantially deplete groundwater supplies or interfere substantially with groundwater recharge so that there would be a net deficit in aquifer volume or a lowering of the local groundwater table?

FINDING: NO IMPACT:

The project site is not located in a water short area. Water demand during construction or the operation of the facility will have no impact on groundwater supplies.

Per the information provided by the Applicant, the water needed during construction of the project will be purchased from Consolidated Irrigation District through onsite water connections. However, no water will be needed during operations of the facility as the project will use commercially available biodegradable solution for panel cleaning in lieu of water.

The Water and Natural Resources Division of the Fresno County Department of Public Works and Planning reviewed the proposal and expressed no concerns regarding the availability of water for the use.

- C. Would the project substantially alter existing drainage patterns, including alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on or off site; or
- D. Would the project substantially alter existing drainage patterns, including alteration of the course of a stream or river, in a manner which would result in flooding on or off site?

FINDING: LESS THAN SIGNIFICANT IMPACT:

The project would not affect any existing natural drainage channels, as none exist on the property. Consolidated Irrigation District (CID) Pipeline that traverse the property will not be affected by this proposal as the proposed development will remain outside of the 20-foot wide pipeline easement. The CID expressed no concerns related to this proposal.

- E. Would the project create or contribute run-off which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted run-off?

FINDING: LESS THAN SIGNIFICANT IMPACT:

As noted above in Section VI. B., a grading permit or voucher will be required for any grading proposed with this application, and the project will adhere to the mandatory construction practices contained in the Grading and Drainage Sections of the County Ordinance Code.

- F. Would the project otherwise substantially degrade water quality?

FINDING: NO IMPACT:

See discussion in IX. A.

- G. Would the project place housing within a 100-year floodplain?

FINDING: NO IMPACT:

No housing is proposed with this project.

- H. Would the project place structures within a 100-year flood hazard area that would impede or redirect flood flows?

FINDING: NO IMPACT:

According to the Federal Emergency Management Authority (FEMA) FIRM Panel 2675H, the project site is not subject to flooding from the 100-year storm.

- I. Would the project expose persons or structures to levee or dam failure; or
- J. Would the project cause inundation by seiche, tsunami or mudflow?

FINDING: NO IMPACT:

The proposal will not expose persons or structures to potential levee or dam failures nor is prone to hazards such as seiche, tsunami or mudflow.

X. LAND USE AND PLANNING

- A. Will the project physically divide an established community?

FINDING: NO IMPACT:

This proposal will not physically divide a community. The project site is located approximately 1,363 feet northeast of the nearest city limits of the City of Selma.

- B. Will the project conflict with any Land Use Plan, policy or regulation of an agency with jurisdiction over the project?

FINDING: LESS THAN SIGNIFICANT IMPACT:

The proposed solar power generation facility will not conflict with any land use plan, policy, or regulation of an agency with jurisdiction over the project. The subject property is designated Agriculture in the County-adopted Selma community Plan and is located within the City of Selma Sphere of Influence (SOI). The project was referred to the City for consideration of possible annexation. The City reviewed the proposal and elected to release it for processing by the County.

The County General Plan allows the proposed facility in an agriculturally-zoned area by discretionary land use approval provided it meets applicable General Plan policies.

Regarding General Plan Policy LU-A.3, Criteria a. b. c. d., the proposed solar generation facility will operate more efficiently in a non-urban area due to the property size required to produce electricity with solar panels and the availability of large undeveloped land in the subject area; will be located on a non-Prime Farmland land; is not located in a low-water area; will not use groundwater; and will have work force available nearby in the City of Selma.

Regarding General Plan Policy LU-A.12, Policy LU-A.13 and Policy LU-A.14, the subject proposal is consistent with General Plan Policy LU-A.3 as discussed above. The proposed facility will occupy a 9-acre portion of a 20.17-acre parcel and will be chain-link-fenced to provide buffer between the proposed facility and surrounding farming activities with all onsite improvements to maintain a 50-foot setback from the

property lines. Additionally, the project site will be restored to an agricultural use after the proposed 25 plus years of solar power generation in accordance with the Applicant's Reclamation Plan.

Regarding General Plan Policy PF-C.17 and Policy PF-D.6, the project is not reliant upon water resources and does not require installation of on-site sewage disposal systems.

- C. Will the project conflict with any applicable Habitat Conservation Plan or Natural Community Conservation Plan?

FINDING: NO IMPACT:

The project will not conflict with any Habitat Conservation or Natural Community Conservation Plans.

XI. MINERAL RESOURCES

- A. Would the project result in the loss of availability of a known mineral resource; or
- B. Would the project result in the loss of availability of a locally important mineral resource recovery site designated on a General Plan?

FINDING: NO IMPACT:

No mineral resource impacts were identified in the analysis. The site is not located in an identified mineral resource area identified in Policy OS-C.2 of the General Plan.

XII. NOISE

- A. Would the project result in exposure of people to severe noise levels; or
- B. Would the project result in exposure of people to or generate excessive ground-borne vibration or ground-borne noise levels; or
- C. Would the project cause a substantial permanent increase in ambient noise levels in the project vicinity; or
- D. Would the project result in a substantial temporary or periodic increase in ambient noise levels?

FINDING: LESS THAN SIGNIFICANT IMPACT:

The project is an unmanned facility and will not expose people to severe noise levels or create substantial increases in ambient noise levels.

The Fresno County Department of Public Health, Environmental Health Division expressed no concerns related to noise. However, development of the proposed solar

power generation facility will be subject to conformance with the Fresno County Noise Ordinance related to construction noise, limiting noise-generating construction activities to the hours of 7:00 a.m. to 6:00 p.m. Monday through Friday and 7:00 a.m. to 5:00 p.m. Saturday and Sunday. This requirement will be included as a Project Note.

- E. Would the project expose people to excessive noise levels associated with a location near an airport or a private airstrip; or
- F. For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?

FINDING: NO IMPACT:

See discussion in Section VIII. E. F. above.

XIII. POPULATION AND HOUSING

- A. Would the project induce substantial population growth either directly or indirectly; or
- B. Would the project displace substantial numbers of existing housing; or
- C. Would the project displace substantial numbers of people, necessitating the construction of housing elsewhere?

FINDING: NO IMPACT:

The project will not construct or displace housing nor will it otherwise induce population growth.

XIV. PUBLIC SERVICES

- A. Would the project result in substantial adverse physical impacts associated with the provision of new or physically-altered public facilities in the following areas:

- 1. Fire protection?

FINDING: LESS THAN SIGNIFICANT IMPACT:

According to the Fresno County Fire Protection District, the project shall comply with the latest California Code of Regulations Title 24 – Fire Code and County-approved site plans shall be approved by the Fire District prior to issuance of building permits by the County. Further, the project shall annex to Community Facilities District (CFD) No. 2010-01 of the Fresno County Fire Protection District. These requirements will be included as Project Notes and addressed through Site Plan Review recommended as a Condition of Approval.

- 2. Police protection; or

3. Schools; or
4. Parks; or
5. Other public facilities?

FINDING: NO IMPACT:

The project will not impact police services, schools, parks or any other public facilities.

XV. RECREATION

- A. Would the project increase the use of existing neighborhood and regional parks; or
- B. Would the project require the construction of or expansion of recreational facilities?

FINDING: NO IMPACT:

No impact on recreational resources were identified in the analysis.

XVI. TRANSPORTATION/TRAFFIC

- A. Would the project conflict with any applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation; or
- B. Would the project conflict with an applicable congestion management program, including, but not limited to, level of service standards and travel demands measures?

FINDING: LESS THAN SIGNIFICANT IMPACT:

According to the Applicant's Operational Statement, construction of the facility will take approximately four months based on a five-day workweek with workers on-site eight hours each day. During construction, a maximum of 40 construction personnel per day will be on site. During operation of the facility, one person per day will visit the site for security and maintenance.

A *Project Construction Trip Generation* was prepared for the project by Environment/Planning/Development Solutions, Inc., and dated January 30, 2018. The County Design Division of the Department of Public Works and Planning reviewed the traffic document and, based on an estimated 102 daily trips and 14 peak hour trips generated during the construction phase (includes mobilization, site improvement and grading; panel installation and construction), expressed no concerns with the project and required no Traffic Impact Study. The traffic impact would be less than significant.

- C. Would the project result in a change in air traffic patterns?

FINDING: NO IMPACT:

Due to the limited height (9 feet) of solar panels and other improvements, the project will not impact air traffic patterns.

- D. Would the project substantially increase traffic hazards due to design features; or
- E. Would the project result in inadequate emergency access?

FINDING: LESS THAN SIGNIFICANT IMPACT:

The County Design Division and Road Maintenance and Operations Division (RMO) of the Department of Public Works and Planning did not identify any concerns with respect to increased traffic hazards or emergency access to the site. The proposed solar facility will gain access to the site off McCall Avenue for routine maintenance and emergencies. A Project Note would require that the Applicant shall obtain an encroachment permit from the RMO prior to any work being performed in the County road right-of-way.

- F. Would the project conflict with adopted plans, policies or programs regarding public transit, bicycle or pedestrian facilities or otherwise decrease the performance or safety of such facilities?

FINDING: NO IMPACT:

The project will not conflict with any adopted alternative transportation plans.

XVII. UTILITIES AND SERVICE SYSTEMS

- A. Would the project exceed wastewater treatment requirements; or
- B. Would the project require construction of or the expansion of new water or wastewater treatment facilities?

FINDING: LESS THAN SIGNIFICANT IMPACT:

See discussion in Section VI. E. Geology and Soils. The proposed development will not require on-site sewage disposal systems or utilize groundwater.

- C. Would the project require or result in the construction or expansion of new storm water drainage facilities?

FINDING: LESS THAN SIGNIFICANT IMPACT:

See discussion in Section IX. E. Hydrology and Water Quality.

- D. Would the project have sufficient water supplies available from existing entitlements and resources, or are new or expanded entitlements needed?

FINDING: NO IMPACT:

See discussion in Section IX. B. Hydrology and Water Quality.

- E. Would the project result in a determination of inadequate wastewater treatment capacity to serve project demand?

FINDING: LESS THAN SIGNIFICANT IMPACT:

See discussion in Section VI. E. Geology and Soils.

- F. Would the project be served by a landfill with sufficient permitted capacity; or
- G. Would the project comply with federal, state and local statutes and regulations related to solid waste?

FINDING: LESS THAN SIGNIFICANT IMPACT:

Construction and decommissioning of the project would generate waste that may include cardboard, wood pallets, copper wire, scrap steel, common trash, and wood wire spools. The American Avenue Landfill serves the project area and would have sufficient capacity to accommodate the project's non-hazardous waste disposal needs.

Once operational, the proposed solar power generation facility will not utilize employees for daily activities. Personnel would only be on site for periodic maintenance. Considering the number of employees to be present at the facility on a regular basis, this proposal will not have a significant impact on area landfills. Further, as discussed in Section VIII. B., all hazardous waste shall be handled in accordance with the requirements set forth in the California Health and Safety Code, Chapter 6.5.

XVIII. MANDATORY FINDINGS OF SIGNIFICANCE

- A. Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California prehistory or history?

FINDING: LESS THAN SIGNIFICANT IMPACT:

Construction of the project may impact sensitive biological resources. Included Mitigation Measures in Section V. A. B. will minimize such impacts to less than significant. No impacts on cultural resources were identified in the analysis.

- B. Does the project have impacts that are individually limited, but cumulatively considerable?

FINDING: LESS THAN SIGNIFICANT IMPACT:

The project will adhere to the permitting requirements and rules and regulations set forth by the Fresno County Grading and Drainage Ordinance, San Joaquin Valley Air Pollution Control District, and California Code of Regulations Fire Code. No cumulatively considerable impacts were identified in the analysis other than aesthetics, agriculture and forestry resources, and biological resources, which will be addressed with the Mitigation Measures discussed in Section I. D., Section II. A. B. C. D. E., and Section V. A. B.

- C. Does the project have environmental impacts which will cause substantial adverse effects on human beings, either directly or indirectly?

FINDING: NO IMPACT:

No substantial impacts on human beings, either directly or indirectly, were identified in the analysis.

CONCLUSION/SUMMARY

Based upon the Initial Study (No. 7444) prepared for Unclassified Conditional Use Permit Application No. 3611, staff has concluded that the project will not have a significant effect on the environment. It has been determined that there would be no impacts to cultural resources, mineral resources, population and housing or recreation.

Potential impacts related to air quality, geology and soils, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, land use and planning, noise, public services, transportation/traffic and utilities and service systems have been determined to be less than significant.

Potential impacts to aesthetics, agricultural and forestry resources, and biological resources have been determined to be less than significant with the identified Mitigation Measures.

A Mitigated Negative Declaration is recommended and is subject to approval by the decision-making body. The Initial Study is available for review at 2220 Tulare Street, Suite A, street level, located on the southwest corner of Tulare and "M" Streets, Fresno, California.

EA:
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File original and one copy with: Fresno County Clerk 2221 Kern Street Fresno, California 93721		Space Below For County Clerk Only. CLK-2046.00 E04-73 R00-00	
Agency File No: IS 7444	LOCAL AGENCY PROPOSED MITIGATED NEGATIVE DECLARATION		County Clerk File No: E-
Responsible Agency (Name): Fresno County	Address (Street and P.O. Box): 2220 Tulare St. Sixth Floor	City: Fresno	Zip Code: 93721
Agency Contact Person (Name and Title): Ejaz Ahmad, Planner	Area Code: 559	Telephone Number: 600-4204	Extension: N/A
Applicant (Name): ForeFront Power, LLC	Project Title: Unclassified Conditional Use Permit Application No. 3611		
<p>Project Description:</p> <p>Allow a 1.65 megawatt photovoltaic solar power generation facility with related improvements on an approximately 9-acre portion of a 20.17- acre parcel in the AE-20 (Exclusive Agricultural, 20-acre minimum parcel size) Zone District. The project site is located on the west side of S. McCall Avenue approximately 1,915 feet south of its intersection with Manning Avenue and 1,363 feet northeast of the nearest city limits of the City of Selma (9375 S. McCall Ave., Selma CA) (SUP. DIST. 4) (APN 358-021-74).</p>			
<p>Justification for Mitigated Negative Declaration:</p> <p>Based upon the Initial Study (IS 7444) prepared for Unclassified Conditional Use Permit Application No. 3611, staff has concluded that the project will not have a significant effect on the environment.</p> <p>No impacts were identified related to cultural resources, mineral resources, population and housing or recreation.</p> <p>Potential impacts related to air quality, geology and soils, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, land use and planning, noise, public services, transportation/traffic and utilities and service systems have been determined to be less than significant.</p> <p>Potential impact related to aesthetics, agricultural and forestry resources, and biological resources have been determined to be less than significant with the identified mitigation measure.</p> <p>The Initial Study and MND is available for review at 2220 Tulare Street, Suite A, Street Level, located on the southeast corner of Tulare and "M" Street, Fresno, California.</p>			
<p>FINDING:</p> <p>The proposed project will not have a significant impact on the environment.</p>			
Newspaper and Date of Publication: Fresno Business Journal – May 23 , 2018		Review Date Deadline: June 21, 2018	
Date: May 18, 2018	Type or Print Name: Marianne Mollring, Senior Planner	Submitted by (Signature):	

State 15083, 15085

County Clerk File No.:_____

**LOCAL AGENCY
MITIGATED NEGATIVE DECLARATION**

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17901 Von Karman Ave, Suite 600
Irvine, CA 92614
(949) 556-8714
www.better-neighborhoods.com/

June 20, 2018

Mr. Ejaz Ahmad
Planner
Fresno County Department of Public Works
Development Services & Capital Projects Division
County of Fresno
2220 Tulare St., 6th Floor
Fresno, CA 93721
Via email: eahmad@fresnocountyca.gov

CUP3611

RECEIVED
COUNTY OF FRESNO

JUN 20 2018

DEPARTMENT OF PUBLIC WORKS
AND PLANNING
DEVELOPMENT SERVICES DIVISION

Re: Proposed Mitigated Negative Declaration for Initial Study Application No. 7444
ForeFront Power Solar (the "Project")

Dear Mr. Ahmad,

Thank you for the opportunity to provide questions and comments with regard to the above-referenced Project.

Better Neighborhoods Inc. is an organization established to help people have a voice in local development decisions that will be heard equally to that of the planners and developers, to encourage smart growth that is consistent with the needs of the community, to protect the natural environment and our places of historical and esthetic significance, to support affordable housing, and to balance the needs for growth and livable cities.

Forefront Power proposes the construction of a temporary (25-year), nine-acre solar power facility on land classified as Unique Farmland, Farmland of Statewide Importance and Prime Farmland on 2014 Fresno County Important Farmland Map, near Selma – the raisin capital of the world -- and a mere 50 feet from a single-family residence.

Were any other more appropriate sites considered? The solar power facility is a permitted use only subject to discretion with consideration to General Plan policies. Because prime and unique farmland is so rare today, the County should be loath to sacrifice it to any use other than farming.

Aesthetics

The area is described as farmlands planted in vineyards and orchard with sparse single-family residences. Clearly, a solar energy project will radically alter land use as well as the look and feel of the area. The project would impose a hostile chain-link fence along the perimeter as well as bright lights and five new utility poles installed along a 540-foot long gen-tie line. Such an imposition smack in the midst of productive Thompson seedless vineyards should require at least some natural landscaping to act as a buffer.

Agricultural and Forestry Resources

The loss of such highly-prized farmland for a quarter century – for any period of time – should raise a series of red flags at the County. When did the land cease to be farmed and why? Is there some reason beyond shorter raisin crops, lower pricing and rising labor costs reported in the news – something wrong the land? While property owners are free to use their land as they wish within the applicable legal restrictions, there may be a problem with the project site that merits fuller disclosure.

The report describes various soil deficiencies as well as the presence of a pesticide no longer used because of the human health hazard it poses. According to the report, “Given the available information and the fact the proposed use of the site is for a solar power generation facility and not for habitable development, the ESA revealed no evidence of a recognized environmental condition or concern in connection with the subject site.” What would be the potential impact of that pesticide in the soil if the site is disturbed via the construction of the solar power generation facility?

Fugitive Dust

Fugitive dust is a major issue in southern California, yet it is mentioned in the report only with regard to paving and grading. Has the soil at the project site been tested for San Joaquin Valley Fever spores? Valley Fever has been identified as a public health risk in locations such as Antelope Valley, which has a number of solar projects. Spores are carried on the wind. Experts indicate further that the risk increases when land containing the fungus is disturbed. Mitigation in some cases may require the most minimal grading and the application of landscaping to maintain soil integrity, sometimes with the addition of mulch. The devastating effect of Valley Fever on human health as well as the pesticide hazard should prompt further investigation of the project site soil.

Reclamation

According to the report, after 25 years of service life, the solar power equipment will be dismantled using a simple procedure that will return the land to its former use as farmland in only a year. How do we know the land will still be fit for farming? Are there any studies of farmland restored after use as a solar power facility?

Mr. Ejaz Ahmad
Re: ForeFront Power Solar Project
June 20, 2018
Page 3

Construction of the facility admittedly involves the use of hazardous materials. Although the report doesn't cite it as a risk, what is the likelihood and potential environmental impact of such materials leaching into the soil? The report hardly touches on storm runoff. Might storm runoff contain some of the hazardous materials used in the project? If so, what would be the effect on both the project site and on the surrounding farms?

The report states, "Solar facility construction, operation, and decommissioning would require the limited use of hazardous materials that could result in potential adverse health and environmental impacts if these materials were used, stored, or disposed of improperly, causing accidents, spills, or leaks." What would be the full extent of damage such accidents would pose not only to the project site but to the surrounding farmland? More and more detailed information is required to properly assess such a potentially catastrophic risk.

Pest Management

As the report notes, weed and rodent infestations common at solar project sites could have a devastating impact on surrounding farms. Because the project is an unmanned facility, will there be independent monitoring of the proposed weed and rodent mitigation plan?

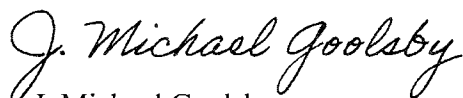
Noise

While the Fresno County Department of Public Health, Environmental Health Division expressed no concerns about the project related to noise, what noise exactly would the solar project generate? Bear in mind, the project would be 50 feet from a residence.

Conclusion

This is but a preliminary report, but it raises a number of questions that require further explanation and analysis particularly regarding the potentially catastrophic effect of introducing hazardous materials in an area of some of the most valuable farmland in California and probably the world.

Sincerely,



J. Michael Goolsby
President and CEO
Better Neighborhoods, Inc.

Ahmad, Ejaz

JUN 19 2018

From: tnahal10@gmail.com
Sent: Tuesday, June 19, 2018 12:02 PM
To: Ahmad, Ejaz
Cc: Tarlochan S. Nahal; harpaul@nahallaw.com
Subject: Re: Conditional Use Permit Application No. 3611 Filed by Forefront Power LLC, APN: 358-021-74

DEPARTMENT OF PUBLIC WORKS
AND PLANNING
DEVELOPMENT SERVICES DIVISION

Mr. Ejaz,

Thanks for your quick response. I strongly urge the Planning Commission to disapprove this solar panel project.

Central Valley is already fighting the menace of pollution and all sorts of health issues. Approving this kind of dangerous project in the middle of existing and proposed residential neighbourhood would put all the neighbors including small children at great risk.

Regards,

Tarlochan S Nahal

On Jun 19, 2018, at 11:30 AM, Ahmad, Ejaz <EAhmad@fresnocountyca.gov> wrote:

Thanks Mr. Nahal for your comments on the project and will be provided to the Planning Commission. Thanks

Ejaz

From: Tarlochan S. Nahal <tnahal10@gmail.com>
Sent: Tuesday, June 19, 2018 10:23 AM
To: Ahmad, Ejaz <EAhmad@fresnocountyca.gov>
Cc: Tarlochan S. Nahal <tnahal10@gmail.com>; Harpaul Nahal <harpaul@nahallaw.com>
Subject: Conditional Use Permit Application No. 3611 Filed by Forefront Power LLC, APN: 358-021-74

County of Fresno

Internal Services Department (ISD) - IT Services

Service Desk 600-5900 (Help Desk)

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Dear Mr. Ahmad,

I am writing this regarding the aforementioned application that seeks to install power generation facility (solar panels) on a property that is adjacent to my property (APN: 358-021-010) in Selma, California.

I strongly oppose this project on the following grounds.

1. This project is not in line with the best use of this property which is a prime agriculture land and well within the sphere of influence of the City of Selma.
2. Since the city is eventually going to grow in that direction and all the neighboring land is already marked as future residential as per the latest City Plan, it will make all the neighboring properties less desirable including mine. I am the next door neighbor.
3. This project will adversely affect the environment and will be disastrous for the current and future neighborhood.
4. Solar components radiate high levels of radio frequency electromagnetic radiation, which poses health risks to those with electromagnetic hypersensitivity (EHS). The primary health hazard involved with solar energy generation is that people with EHS get sick from electromagnetic radiation in even very small amounts.
5. Installing solar panel on this property would be one of the worst possible uses for this land and it can have an adverse effect on the health of neighbors due to this dangerous equipment that will emit electromagnetic power continuously. In addition, it will result in environmental degradation and habitat loss.

Attached is the APN map and the City of Selma Sphere of Influence and Planning Area map.

Please do not approve this project.

If you have any questions, please feel free to contact me.

Regards,

Dr. Tarlochan S. Nahal

Ph (408) 972-2400

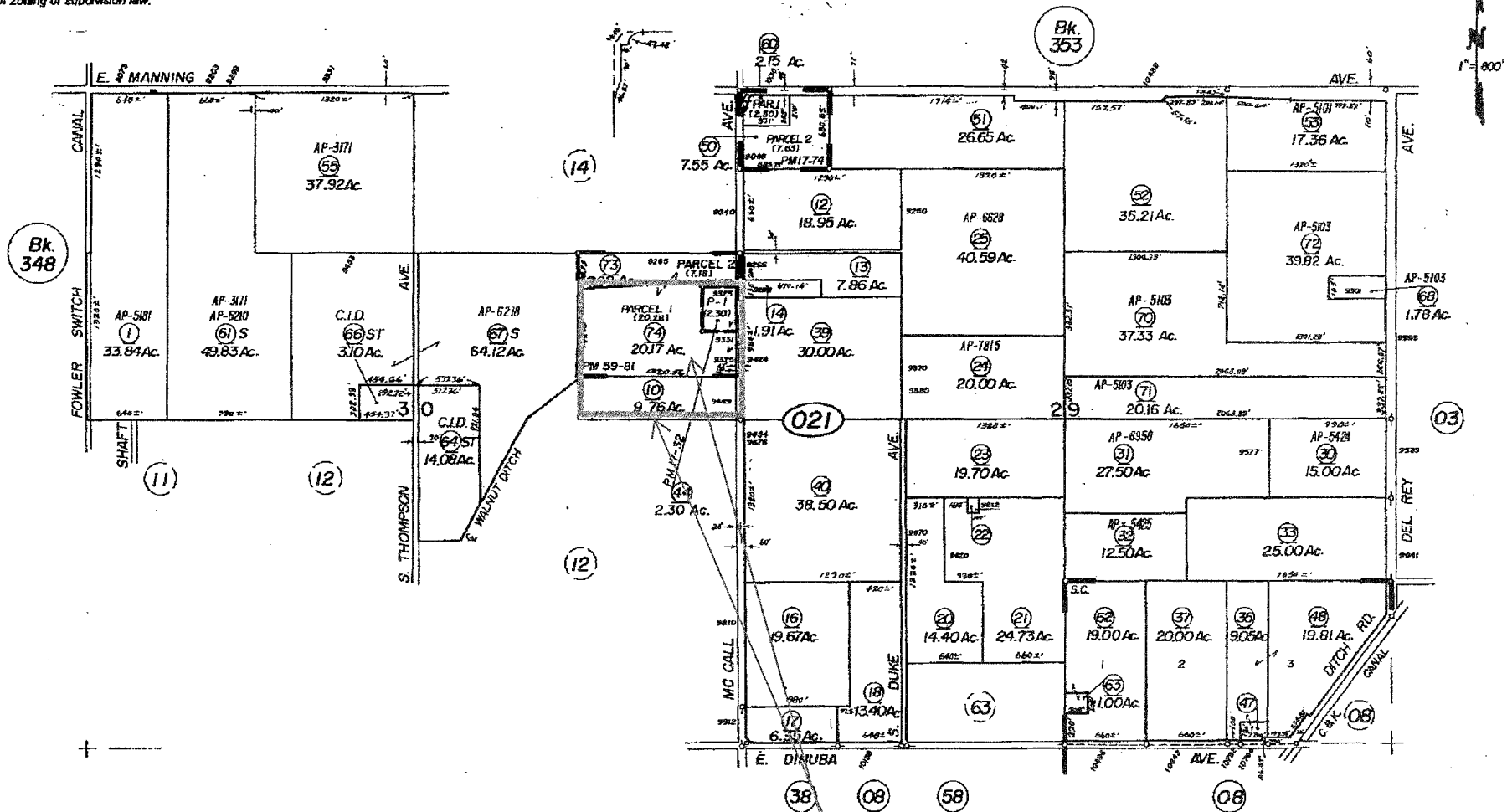
<Final EIR Selma General Plan Update 2035_July 2010.pdf>

<APN_map_Selma Property.pdf>

THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY FOR ERRORS, OMISSIONS, OR DELAYS IN THE DATA SHOWN HEREON SHALL BE ASSUMED BY THE COUNTY OF FRESNO. THIS MAP IS NOT TO BE USED FOR LOCAL SUBDIVISION OR BUILDING ORDINANCES.

358-02

— NOTE —
This map is for Assessment purposes only. It is not to be construed as portraying legal ownership or divisions of land for purposes of zoning or subdivision law.



Agricultural Preserve
Shaw's Colony - Plat Bk. 2, Pg. 12
Parcel Map No. 2703 - Bk. 17, Pg. 74
Parcel Map No. 2630 - Bk. 17, Pg. 32

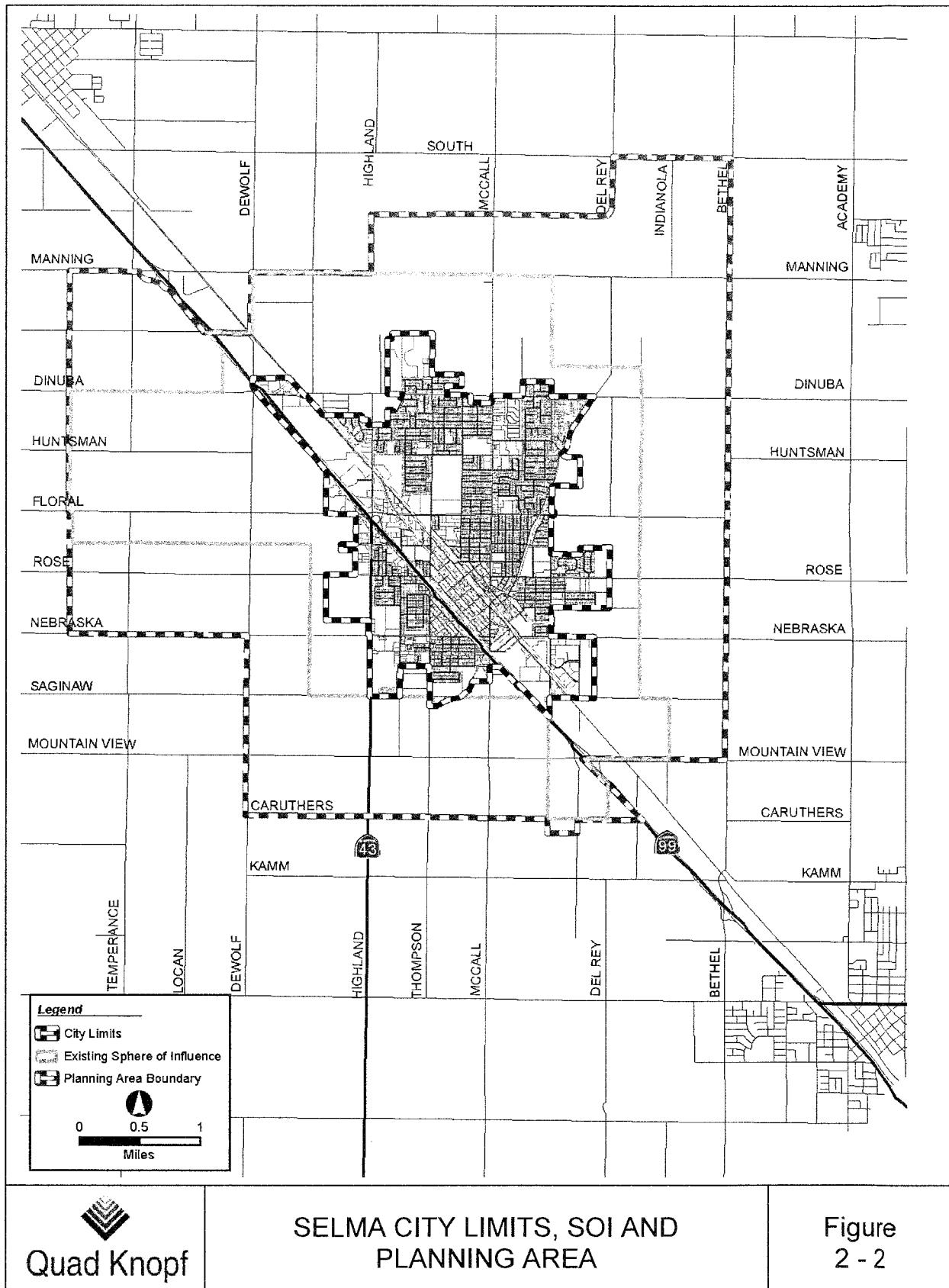
Parcel Map No. 7718 - Bk. 59, Pg. 81

Assessor's Map Bk. 358-Pg. 02

County of Fresno, Calif.

NOTE - Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.

JUN 1 2 2003



Mollring, Marianne

From: Ahmad, Ejaz
Sent: Monday, June 25, 2018 11:03 AM
To: tnahal10@gmail.com
Cc: Mollring, Marianne
Subject: Conditional Use Permit Application No. 3611 Filed by Forefront Power LLC, APN: 358-021-74
Attachments: 06182018_TNahal_Fresno County Letter-2.jpg

Mr. Nahal:

I am in receipt of your email and the attached letter. This is the only letter I received so far. This letter has also been received via fax. The letter contains the same information your email below from June 19th contains and will be presented to the Planning Commission for their consideration. Thanks

Ejaz

From: Tarlochan S. Nahal <tnahal10@gmail.com>
Sent: Saturday, June 23, 2018 5:12 PM
To: Ahmad, Ejaz <EAhmad@fresnocountyca.gov>
Cc: Tarlochan S. Nahal <tnahal10@gmail.com>; Harpaul Nahal <harpaul@nahallaw.com>
Subject: Re: Conditional Use Permit Application No. 3611 Filed by Forefront Power LLC, APN: 358-021-74

Dear Ahmad Ejaz,

I got your phone message yesterday indicating that you have not received my signed letter and you have asked me to send it to you via email. Attached is my signed letter. I mailed my first letter on June 19, 2018 via mail and another letter today just in case you still did not get my letter. Please check your mail carefully. You should have received my first letter by now. You should also get my second letter by Tuesday.

As a backup measure, I am attaching a signed copy of the same letter with this email. I have already emailed you the APN map showing my property next to the property where someone is trying to install solar panels. In addition, I have already emailed you a map of the City of Selma General Plan showing that my property and all the properties in the neighborhood are well within the sphere of influence of the City of Selma. Many of these properties were supposed to have houses built by now, but due to economic downturn 10 years ago, it did not happen. As a matter of fact, the property where solar panels are proposed was supposed to have many houses built on it. So all these properties are really marked as future residential and other such community uses.

Do you know that there is a Grace Free Will Baptist Church at 9533 McCall Ave Selma, California with a school within roughly 100 yards from the proposed Solar Panel project? It is a very popular and heavily attended church. A lot of children attend the school over there. They are my next door neighbors on the south side. We share a common fence. Installing solar panel system of such a massive scale would be detrimental to the health of the current and future neighbors not to mention that it will replace a beautiful vineyard and landscape with an ugly outfit continuously emitting dangerous electromagnetic and cancer causing signals.

Again, I vehemently oppose any solar panel project on the aforementioned property, Application No. 3611 Filed by Forefront Power LLC, APN: 358-021-74.

If you have any difficulties opening the attached letter, please email me immediately and give me your Fax number. I can Fax it to you. If I do not hear from you by Monday noon, then I would assume you have received my signed letter both via US postal mail and email.

If you have any questions, please feel free to contact me.

Thanks

Tarlochan S. Nahal

Ph (408) 972-2400

On Tue, Jun 19, 2018 at 11:30 AM Ahmad, Ejaz <EAhmad@fresnocountyca.gov> wrote:

Thanks Mr. Nahal for your comments on the project and will be provided to the Planning Commission. Thanks

Ejaz

From: Tarlochan S. Nahal <tnahal10@gmail.com>

Sent: Tuesday, June 19, 2018 10:23 AM

To: Ahmad, Ejaz <EAhmad@fresnocountyca.gov>

Cc: Tarlochan S. Nahal <tnahal10@gmail.com>; Harpaul Nahal <harpaul@nahallaw.com>

Subject: Conditional Use Permit Application No. 3611 Filed by Forefront Power LLC, APN: 358-021-74

County of Fresno

Internal Services Department (ISD) - IT Services

Service Desk 600-5900 (Help Desk)

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2. Since the city is eventually going to grow in that direction and all the neighboring land is already marked as future residential as per the latest City Plan, it will make all the neighboring properties less desirable including mine. I am the next door neighbor.
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Attached is the APN map and the City of Selma Sphere of Influence and Planning Area map.

Please do not approve this project.

If you have any questions, please feel free to contact me.

Regards,

Dr. Tarlochan S. Nahal

Ph (408) 972-2400

June 18, 2018
4471 Park Bristol Place
San Jose, CA 95136

To:

Ejaz Ahmad
Dept. of Public Works and Planning
2220 Tulare Street (Corner of Tulare and M Streets, Suite A)
County of Fresno
Fresno, CA 93721

Subject: Conditional Use Permit Application No. 3611 Filed by Forefront Power LLC, APN: 358-021-74

Dear Mr. Ahmad,

I am writing this regarding the aforementioned application that seeks to install power generation facility (solar panels) on a property that is adjacent to my property (APN: 358-021-010) in Selma, California.

I strongly oppose this project on the following grounds.

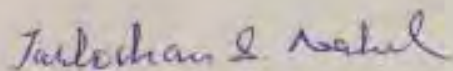
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Regards,



Dr. Tarielochan S. Nahal

Ph (408) 972-2400

File original and one copy with: Fresno County Clerk 2221 Kern Street Fresno, California 93721		Space Below For County Clerk Only. CLK-2046.00 E04-73 R00-00	
Agency File No: IS 7444	LOCAL AGENCY PROPOSED MITIGATED NEGATIVE DECLARATION		County Clerk File No: E-
Responsible Agency (Name): Fresno County	Address (Street and P.O. Box): 2220 Tulare St. Sixth Floor	City: Fresno	Zip Code: 93721
Agency Contact Person (Name and Title): Ejaz Ahmad, Planner	Area Code: 559	Telephone Number: 600-4204	Extension: N/A
Applicant (Name): ForeFront Power, LLC	Project Title: Unclassified Conditional Use Permit Application No. 3611		
Project Description: Allow a 1.65 megawatt photovoltaic solar power generation facility with related improvements on an approximately 9-acre portion of a 20.17- acre parcel in the AE-20 (Exclusive Agricultural, 20-acre minimum parcel size) Zone District. The project site is located on the west side of S. McCall Avenue approximately 1,915 feet south of its intersection with Manning Avenue and 1,363 feet northeast of the nearest city limits of the City of Selma (9375 S. McCall Ave., Selma CA) (SUP. DIST. 4) (APN 358-021-74).			
Justification for Mitigated Negative Declaration: Based upon the Initial Study (IS 7444) prepared for Unclassified Conditional Use Permit Application No. 3611, staff has concluded that the project will not have a significant effect on the environment. No impacts were identified related to cultural resources, mineral resources, population and housing or recreation. Potential impacts related to air quality, geology and soils, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, land use and planning, noise, public services, transportation/traffic and utilities and service systems have been determined to be less than significant. Potential impact related to aesthetics, agricultural and forestry resources, and biological resources have been determined to be less than significant with the identified mitigation measure. The Initial Study and MND is available for review at 2220 Tulare Street, Suite A, Street Level, located on the southeast corner of Tulare and "M" Street, Fresno, California.			
FINDING: The proposed project will not have a significant impact on the environment.			
Newspaper and Date of Publication: Fresno Business Journal – August 1, 2018		Review Date Deadline: Board of Supervisor's: August 21, 2018	
Date: August 21, 2018	Type or Print Name: Marianne Mollring, Senior Planner	Submitted by (Signature):	

State 15083, 15085

County Clerk File No.: _____

**LOCAL AGENCY
MITIGATED NEGATIVE DECLARATION**

G:\4360Devs&Pin\ADMIN\BOARD\Board Items\2010-2019\2018\8-21-18\Appeal CUP 3611\Attachment D MMRP.docx

Mitigation Monitoring and Reporting Program
Initial Study Application No. 7444/Unclassified Conditional Use Permit Application No. 3611
(Including Conditions of Approval and Project Notes)

Mitigation Measures					
Mitigation Measure No.*	Impact	Mitigation Measure Language	Implementation Responsibility	Monitoring Responsibility	Time Span
1.	Aesthetics	All outdoor lighting shall be hooded and directed so as not to shine toward adjacent properties and public streets.	Applicant	Applicant/Fresno County Department of Public Works and Planning (PW&P)	As long as the project lasts
2.	Agricultural and Forestry Resources	The project shall adhere to the procedures listed in the Reclamation Plan prepared for the operation, including requirements for financial estimates, bonding and facility removal when operation ceases. Prior to the issuance of any Construction Permits (Building, Electrical, Mechanical, Plumbing), the required bond amount, based on the engineer's estimate, shall be deposited (or evidence of a Bank Guarantee or Irrevocable Letter of Credit shall be provided).	Applicant	Applicant/PW&P	As long as the project lasts
3.	Agricultural and Forestry Resources	A covenant shall be signed between the property owner and the County of Fresno and shall run with the land, requiring the site to be restored as nearly as practical to its original condition at the cessation of the operation of the solar power generation facility.	Applicant	Applicant/PW&P	As long as the project lasts
4.	Agricultural and Forestry Resources	The project shall comply with the Pest Management Plan, prepared by ForeFront Power, LLC and dated January 31, 2018, in order to control weeds and rodents on the property that may impact adjacent properties.	Applicant	Applicant/PW&P/Ag Commissioner's office	As long as the project lasts
5.	Biological Resources	A 14-day preconstruction site survey shall be conducted to prevent inadvertent take of burrowing owls. If burrowing owls are observed during the preconstruction survey, the project proponent shall discuss mitigation and avoidance requirements with the California Department of Fish and Wildlife and U.S. Fish and Wildlife Service.	Applicant	Applicant/California Department of Fish & Wildlife (CDFW)	As noted
6.	Biological Resources	No ground disturbances shall occur during nesting season (between February and August) without a clearance survey by a qualified biologist to ensure that no nesting birds are impacted.		Applicant/CDFW	As noted

Conditions of Approval	
1.	Development of the property shall be in accordance with the Site Plan, Elevations and Operational Statement approved by the Planning Commission, except as modified by the Commission or Site Plan Review.
2.	A Site Plan Review (SPR) Application shall be submitted for approval by the Director of the Department of Public Works and Planning in accordance with Section 874 of the Fresno County Zoning Ordinance prior to the issuance of Building Permits. The SPR shall be applicable to those portions of the project site(s) to be improved with substations, inverters, perimeter access roads, parking, and driveway access, excluding the solar panel fields. Items to be addressed under the SPR may include, but are not limited to, design of parking and circulation, driveway, access, grading and drainage, fire protection and lighting.
3.	The life of this land use permit will expire upon expiration of the 25-year initial life of the project. If the solar lease is to be extended or the initial life of the project extends beyond this approval, approval of a new land use permit will need to be obtained.
4.	The project shall comply with the information in response to the Solar Facility Guidelines attached as Exhibit 7 to the Staff Report and as approved and/or modified by the Commission.
5.	The Reclamation Plan shall be revised to provide for an annual increase in costs at 3%, or tied to the Consumer Price Index (CPI), or other mechanism acceptable to the Fresno County Department of Public Works and Planning.
6.	The subject parcel contains a Consolidated Irrigation District (CID) canal and farmer lateral pipeline and associated easement. The CID pipeline shall be examined prior to construction and, if determined necessary by CID to support construction vehicle weights, the Applicant shall be required to upgrade the pipeline to CID's standards at the location of the crossing.
7.	Proposed improvement area of 500 square feet or more requires submittal of Landscape and Irrigation Plans per the Governors Drought Executive Order of 2015 which shall be submitted to the Site Plan Review (SPR) Unit and City of Selma for review and approval prior to the issuance of Building Permits.
8.	As part of the SPR submittal process, an agreement incorporating the provisions of the "Right-to-Farm" Notice (Ordinance Code Section 17.40.100) shall be entered into with Fresno County, acknowledging the presence of surrounding agricultural operations and their related activities.
9.	A dust palliative shall be required for all unpaved parking and circulation areas to prevent the creation of dust by vehicles.
10.	The Applicant shall obtain an encroachment/improvement permit from the Road Maintenance and Operations Division for temporary access for construction off McCall Avenue at the location shown on the Site Plan (Exhibit 5). This access point will be active for a period of less than one year, until construction is completed.

*MITIGATION MEASURE – Measure specifically applied to the project to mitigate potential adverse environmental effects identified in the environmental document.
Conditions of Approval reference recommended Conditions for the project.

Notes	
The following Notes reference mandatory requirements of Fresno County or other Agencies and are provided as information to the project Applicant.	
1.	This Use Permit will become void unless there has been substantial development within two years of the effective date of approval.
2.	Construction Plans shall be submitted and Building Permits and inspections shall be required for all improvements, including solar array installation and fences over six feet in height. Construction Plans shall be prepared by a licensed Design professional. Contact the Building and Safety Section of the Development Services and Capital Projects Division at (559) 600-4540 regarding permits for construction.
3.	<p>To address health impacts resulting from the project, the Fresno County Department of Public Health, Environmental Health Division requires the following:</p> <ul style="list-style-type: none"> • Facilities proposing to use and/or store hazardous materials and/or hazardous wastes shall meet the requirements set forth in the California Health and Safety Code (HSC), Division 20, Chapter 6.95, and the California Code of Regulations (CCR), Title 22, Division 4.5. • Any business that handles a hazardous material or hazardous waste may be required to submit a Hazardous Materials Business Plan pursuant to the HSC, Division 20, Chapter 6.95. • All hazardous waste shall be handled in accordance with requirements set forth in the California Code of Regulations (CCR), Title 22, Division 4.5.
4.	<p>To address site development impacts resulting from the project, the Development Engineering Section of the Development Services and Capital Projects Division requires the following:</p> <ul style="list-style-type: none"> • An Engineered Grading and Drainage Plan to show how additional storm water run-off generated by the proposed development will be handled without adversely impacting adjacent properties. • A grading permit or voucher for any grading proposed with this application. • Any additional runoff generated by the proposal shall be retained or disposed of per County Standards. • Direct access to McCall Avenue (Arterial) shall be limited to one common point and no new access points shall be allowed without prior approval and any existing driveway shall be utilized. • If not already present, a 10-foot by 10-foot corner cut-off shall be improved for sight distance purposes at the driveway onto McCall Avenue. • An on-site turnaround area shall be provided so that the vehicles do not back out onto the roadway (McCall Avenue).
5.	<p>To address air quality impacts resulting from the project, the San Joaquin Valley Air Pollution Control District (Air District) requires the project to pay applicable off-site Mitigation Fees to the Air District prior to issuance of the first Grading/Building Permit and be subject to the following:</p> <ul style="list-style-type: none"> • District Regulation VIII (Fugitive PM10 Prohibitions) • Rule 4601 (Architectural Coatings) • Rule 4641 (Cutback, Slow Cure, and Emulsified Asphalt Paving and Maintenance Operations) • Rule 4002 (National Emission Standards for Hazardous Air Pollutants) in the event an existing building will be renovated, partially demolished or removed • Rule 4102 (Nuisance) applies to any source operation that emits or may emit air contaminants or other materials

Notes	
6.	<p>To address site development impacts resulting from the project, the Site Plan Review Section of the Fresno County Department of Public Works and Planning requires the following:</p> <ul style="list-style-type: none"> Any proposed driveway should be a minimum of 24 feet and a maximum of 35 feet in width as approved by the Road Maintenance and Operations Division. If only the driveway is to be paved, the first 100 feet off of the edge of the ultimate right-of-way shall be concrete or asphalt. Internal access roads shall comply with required widths by the Fire District for emergency apparatus. Any proposed gate that provides initial access to this site shall be set back from the edge of the road right-of-way a minimum of 20 feet or the length of the longest vehicle to enter the site, whichever is greater. All proposed signs shall be submitted to the Department of Public Works and Planning permits counter to verify compliance with the Zoning Ordinance. <p>Note: These requirements will be addressed through Site Plan Review.</p>
7.	Any future development on the property shall comply with the requirements of the current Fire Code and Building Code and be subject to annexation to Community Facilities District No. 2010-01 of the Fresno County Fire Protection District.
8.	The project shall comply with the latest California Code of Regulations Title 24 – Fire Code and County-approved site plans shall be approved by the Fresno County Fire Protection District prior to issuance of building permits by the County. Further, the property shall annex to Community Facilities District (CFD) No. 2010-01 of the Fresno County Fire Protection District.
9.	If the Generation Tie Line is located within County right(s)-of-way, the Applicant shall enter into a franchise agreement with the County of Fresno for the connection path.
10.	Any work performed within the County right-of-way shall require an encroachment permit from the Road Maintenance and Operations Division of the Fresno County Department of Public Works and Planning.
11.	Any weed or rodent infestation that is of a nature and magnitude as to constitute a “public nuisance” (Section 5551 of the California Food and Agricultural Code; Sections 3479 and 3480 of the Civil Code; and Section 372 of the Penal Code) and is not addressed by the Property Owner/Operator is unlawful under California Food and Agricultural Code Section 5553 and Penal Code Section 372.

EA:ksn

G:\4360Devs&Pln\ADMIN\BOARD\Board Items\2010-2019\2018\8-21-18\Appeal CUP 3611\Attachment E MMRP.docx

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

September 4, 2018

ITEM NO:

4.

SUBJECT: Consideration and necessary action of the Agreement for Services between the Engie Services and the City of Selma

DISCUSSION: In the efforts the find inventive new ways to reduce cost and become environmental friendly, staff has contact Engie to perform an integrated energy assessment. This assessment will evaluate building, parks, and streetlights to purpose items such solar panels, LED lighting, and more.

Scope of Work/Services will include the following:

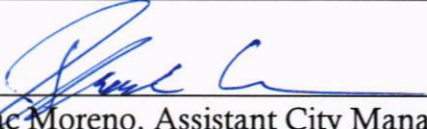
- Perform detailed review of documents delivered (PG & E bill, etc.)
- Perform an inspection survey
- Perform utility analysis and solar photovoltaic production analysis
- Analyze HVAC and electrical usage
- Provide the City with written report of infrastructure improvements and financial analysis

<i>COST:</i> (Enter cost of item to be purchased in box below)		<i>BUDGET IMPACT:</i> (Enter amount this non-budgeted item will impact this years' budget in box below – if budgeted, enter NONE).
\$20,000		\$20,000
<i>FUNDING:</i> (Enter the funding source for this item in box below – if fund exists, enter the balance in the fund).		<i>ON-GOING COST:</i> (Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE).

Funding Source: General

Fund Balance: FYE 2016-17
 2,463,963

RECOMMENDATION: Approve and authorize the agreement for Planning Consultant contract.


Isaac Moreno, Assistant City Manager

8-31-18
Date

We _____
 Isaac Moreno, Acting City Manager

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

CITY OF SELMA

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of September 4, 2018 ("Effective Date"), between the City of Selma, a municipal corporation ("City") and ENGIE Services U.S. Inc., a Delaware corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, City desires to engage Consultant to perform the services described herein, and Consultant desires to perform such services in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 3, 2018, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

(a) Consultant shall perform the tasks ("Services") described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. ("Scope of Services"). Tasks other than those specifically described in the Scope of Services shall not be performed without prior written approval of the City. The Services shall be performed by Consultant, unless prior written approval is first obtained from the City. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail.

(b) City shall have the right to request, in writing, changes to the Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the City and in a first-class manner in conformance with the standards of quality normally observed by an entity providing utility and energy assessment services, serving a municipal agency.

(d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the

Political Reform Act (Government Code Section 81000 *et seq.*)). During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working on the Effective Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute or law; and (ii) City has not consented in writing to Consultant's performance of such work. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et. seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

(e) Consultant represents that it has, or will secure at its own expense, all licensed personnel required to perform the Services. All Services shall be performed by Consultant or under its supervision, and all personnel engaged in the Services shall be qualified and licensed to perform such services.

3. MANAGEMENT

City's Acting City Manager shall represent the City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant; but shall have no authority to modify the Services or the compensation due to Consultant.

4. PAYMENT

(a) City shall pay Consultant for the services set forth in Exhibit A, in the amount of Twenty Thousand Dollars (\$20,000.00) ("Assessment Fee"). The Assessment Fee will be due and payable 30 calendar days after Consultant provides City with the Assessment set forth in Exhibit A. Notwithstanding the foregoing, if on 30th calendar day, City and Consultant are negotiating an Energy Services Contract in good faith, the Assessment Fee will be due ninety (90) calendar days after Consultant provides the Assessment; *provided further*, that if City and Consultant execute an Energy Services Contract within ninety (90) calendar days after Consultant's submission of the Assessment, the Assessment Fee, will be incorporated into the total contract amount payable under such Energy Services Contract.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City. Consultant

shall be compensated for any additional services in the amounts and in the manner as agreed to by City and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

5. SUSPENSION OR TERMINATION OF AGREEMENT

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work satisfactorily performed up to the time of termination. Upon termination of the Agreement pursuant to this Section, the Consultant shall submit an invoice to the City pursuant to Section 4 of this Agreement.

6. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees during regular business hours to review such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts or copies therefrom as necessary at City's sole expense; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all recommendations, reports, analysis, data, proposals, plans, specifications, flow sheets, drawings, and other work product prepared or produced by Consultant hereunder ("Work Product") shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant; provided that such use shall be at City's sole risk and without liability to ENGIE Services U.S., and City agrees to defend, indemnify and hold harmless, ENGIE Services U.S., its subcontractors, and their directors, employees, subcontractors, and agents from any and all actions, claims, damages, fines, penalties, losses, costs, expenses (including consultants' and attorneys' fees and other defense expenses) and liabilities of any nature associated with or resulting from such use. Consultant hereby grants to City all right, title, and interest, including any copyright, in and to the Work Product. All reports, documents, or other written material developed by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

7. INDEMNIFICATION

(a) Indemnity for professional liability

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or Subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnity for other than professional liability

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant, excepting liabilities to the extent due to the sole negligence or willful misconduct of the indemnified party.

(c) **DUTY TO DEFEND.** In the event the City, its officers, employees, agents and/or volunteers are made a party to any action, claim, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by City, Consultant shall have an immediate duty to defend the City at Consultant's cost or at City's option, to reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

Payment by City is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Consultant and City, as to whether liability arises from the sole negligence of the City or its officers, employees, or agents, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the City as solely negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

8. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit B attached hereto and incorporated herein by reference.

9. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the City a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultants exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

10. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

11. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during

his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order. (b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Consultant is prohibited by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

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

With a Copy To: Bianca Sparks Rojas, City Attorney
Casso & Sparks, LLP
13200 Crossroads Parkway North, Suite 345
City of Industry, CA 91746

To Consultant:

ENGIE Services U.S. Inc.
150 East Colorado Boulevard, Suite 360
Pasadena, CA 91105-3711
Tel: 626-377-4948
Attention: Contract Administrator

15. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City.

Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide City with the identity of the proposed subconsultant. The subcontract shall include an indemnity provision similar to the one provided herein and identifying City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

Notwithstanding Consultant's use of any subconsultant, Consultant shall be responsible to the City for the performance of its subconsultant as it would be if Consultant had performed the Services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the City and any subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants. Consultant shall indemnify, defend and hold harmless the Indemnified Parties for any claims arising from, or related to, the services performed by a subconsultant under this Agreement.

16. GOVERNING LAW/ATTORNEYS' FEES

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court in Los Angeles County, California. If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of or relating to the Services provided by Consultant under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled.

17. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force or effect. Each

party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

18. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

20. CAPTIONS

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and shall have no significance in the interpretation of this Agreement.

21. WAIVER

The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

22. REMEDIES

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

23. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

"CITY"
City of Selma

"CONSULTANT"
ENGIE Services U.S. Inc.

By: _____
Jim Avalos, Mayor

By: _____
Name:
Title:

Attest:

By: _____
Reyna Rivera, City Clerk

Approved as to form:

By: _____
Bianca Sparks Rojas, City Attorney

Attachments: Exhibit A Scope of Services
 Exhibit B Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES

I. Required Documents

A. City shall provide Consultant with the following detailed documentation:

1. Most recent three (3) years of audited financial statements.
2. Actual utility company invoices for all utilities serving the Sites set forth in Exhibit D, attached hereto and incorporated herein by reference, for a minimum of two (2) years, and preferably three (3) years, immediately prior to the Effective Date, beginning with the most recently completed month.
3. Utility company demand interval recordings of 15/30-minute electrical demand for characteristic months of the year, where available.
4. Record drawings (AutoCAD or hard copy) for the Sites:
 - a. mechanical
 - b. plumbing
 - c. electrical
 - d. building automation and temperature controls
 - e. structural
 - f. architectural
 - g. modifications and remodels
 - h. site landscaping
5. AutoCAD or hard copy of 8 ½" x 11" or 11" x 17" floor and roof plans of all Sites, as well as information on the age, type and condition of buildings and roofs.
6. A list of key contacts at each Site, including Selma personnel knowledgeable of the electrical, HVAC, lighting and controls systems.
7. Energy management system and HVAC equipment operating schedules, point lists and sequences of operation.
8. Occupancy schedules of all Sites.

II. Scope of Work.

Consultant shall perform the integrated energy assessment (the "Assessment") as described below:

- A. Perform detailed review of documents delivered above.

B. Perform an inspection survey to:

1. Identify potential energy conservation measures ("ECMs") and opportunities for distributed and renewable generation technologies.
2. Identify the potential locations and type of application for solar photovoltaics (PV) and other ECM installations.
3. Interview the facility manager, chief engineer, or others as needed.
4. Identify comfort or system-function problems which may impact the performance of the recommended measures.
5. Obtain the hours of operation for building systems and equipment, and expected occupancy and use.
6. Survey major energy using equipment, and record (to extent available and needed) the pertinent information for the following:
 - a. Lighting
 - b. HVAC equipment
 - c. Controls and automation
7. Perform Site survey, consisting of:
 - a. Site walk
 - b. Shading analysis

C. Perform Utility Analysis and Solar Photovoltaic Production Analysis:

1. Perform complete utility analysis
2. Identify current rate schedule, analyze electrical usage and model load profile for each Site
3. Determine expected solar photovoltaic production curve for proposed Sites
4. Overlay electrical load profile with expected solar photovoltaic production curve, to right-size the solar photovoltaic system(s) and identify rate restructuring opportunities.

D. Analyze HVAC and electrical usage for each Site, where existing historical sub-meter data is available.

E. Provide the City with a written report ("Report") which will include:

1. A comprehensive savings analysis utilizing state-of-the-art modeling tools, calibrated against historical utility data for all Sites.
2. A scope of work for each ECM per Site which is compatible with the City's investment and infrastructure improvement goals
3. Financial analysis including utility rebates, incentive monies & potential funding solutions for each of the City's enterprise funds.

4. Accurate cost, savings, and payback projections for each of the City's enterprise funds.
5. Cash flow analysis for each of the City's enterprise funds.
6. Implementation timeline for the Project.

III. Technologies to be Considered:

- A. The technologies listed below will be considered during the performance of assessments:

1. Lighting
 - a. Lighting fixture retrofit
 - b. Lighting controls
 - c. LED parking lot lighting
 - d. Energy efficient security lighting
 - e. LED Street Lighting
2. Customer-owned streetlights throughout Selma
3. Solar photovoltaic generation systems
4. Electric vehicle charging stations
5. Motor Variable Frequency Drive upgrades

- IV.** Upon delivery to, and acceptance of, the Report to the City, the Parties shall endeavor to enter into an energy services contract, at the sole discretion of the City.

EXHIBIT B

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of City, and prior to commencement of the Services, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to the City.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000.00 per occurrence, \$4,000,000.00 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000.00 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000.00).

Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees and volunteers.

Proof of insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may

arise from or in connection with the performance of the Services hereunder by Consultant, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant, or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

City's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

Timely notice of claims. Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

EXHIBIT D

SELMA SITE INVENTORY

(all Sites – both included and excluded – must be listed)

PART I: SITES INCLUDED IN ASSESSMENT

Facility	Address	Square Feet	Energy Measures To Be Assessed:
Selma Arts Center	1935 High St Selma, CA 93662	6,330	Solar, LED lighting, EV charging
City Hall	1710 Tucker St Selma, CA 93662	7,525	Solar, LED lighting, Motor VFD upgrades, EV charging
Fire Administration Building: OFC-600AMP	1711 Tucker St Selma, CA 93662	3,909	LED lighting
LS-2 & LS-3 Streetlights (customer owned)	Various locations throughout Selma, CA 93662	NA	LED retrofits
PUMP/LIFT-ZU398T	2665 Nebraska Ave Selma, CA 93662	NA	Motor VFD upgrades
Ringo Park	2099 Mitchell Avenue Selma, CA 93662	750	LED lighting
Salazar Community Center	1800 Sheridan St Selma, CA 93662	5,429	LED lighting
Selma City Maintenance Yard	1325 Nebraska Ave Selma, CA 93662	NA	LED lighting
Selma Fire Department Station 1	1927 W Front St Selma, CA 93662	4,290	LED lighting
Selma Fire Department Station 54	2857 A St Selma, CA 93662	4,639	LED lighting
Selma Senior Center	2301 Selma St Selma, CA 93662	6,937	LED lighting
WH Shafer Park	Floral Ave and Thompson Ave, NW corner Selma, CA 93662	NA	Solar, Motor VFD upgrades, LED lighting

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

September 4, 2018

ITEM NO:

5.

SUBJECT: Discussion and direction regarding the proposed Police Department facility, and consideration of the rejection of the construction bid for the project

DISCUSSION:

In 2015, staff began to revisit the discussion of a project to construct a new Police Station. The new facility would accommodate increased staff levels, space for citizens to visit, and a safe work environment for staff.

In September 22, 2016, this capital improvement project received a \$4,000,000 appropriation from the State. This became the first piece of the City's funding source. The second source of funding was through Measure P, which was approved by the voters in November 2016. Measure P authorized the City to issue \$4 million in general obligation bonds to finance the new police station. The construction estimate for hard costs on this project is ±\$6,000,000.

On July 20, 2018, the project was put out to bid, addenda were issued on September 27, 2018.

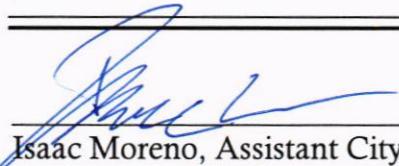
On Thursday, September 30, 2018 the City received one bid for the project, for the following amount:

Contractor	Bid Amount
Seals Construction	\$7,952,000.00

Because the City only received one bid for the project, and because the single bid far exceeds the engineer's estimate for the project, staff is recommending that the City Council reject the bid, and authorize City Staff to revise the project, and return to the City Council with a revised scope and estimated cost.

RECOMMENDATION:

Staff recommends that the City Council reject the bid, and authorize City Staff to revise the project, and return to the City Council with a revised scope and estimated cost.


Isaac Moreno, Assistant City Manager

8-31-18
Date