

**CITY OF SELMA
WORKSHOP/PRE-COUNCIL MEETING
February 5, 2018**

The Workshop/ pre-Council meeting of the Selma City Council was called to order at 5:01 p.m. in the Council Chambers. Council members answering roll call were: Franco, Montijo, Derr, Mayor Pro Tem Robertson, and Mayor Avalos.

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

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

EXECUTIVE SESSION: At 5:03 p.m., Mayor Avalos recessed the meeting into Executive Session to discuss the following: one item of Public Employment, pursuant to Government Code Section 54957 – Title: City Manager; and one case of potential litigation pursuant to Government Code 54956.9.

The meeting reconvened at 5:44 p.m. with no action to be declared in the open session of the meeting.

ACTIVE TRANSPORTATION PLAN PRESENTATION – FEHR AND PEERS:

Interim City Manager Perea introduced Mr. Adrian Engel, Fehr and Peers Senior Associate Engineer. Mr. Engel provided a PowerPoint presentation regarding the Active Transportation Plan (ATP). He discussed the goal of the comprehensive ATP is to provide the recommended actions to increase biking and walking in the city, provide non-motorized travel infrastructure to support the projected population, and provide safer, walkable streets for students who travel to school each day in Selma. He further discussed that the ATP developed an inventory of existing biking and pedestrian infrastructure, identified deficiencies in the infrastructure, and prioritized improvements. The process included community and staff feedback with an online web-tool and public workshop held on September 20, 2017 at the Selma Senior Center. The ATP's proposed improvements capitalize on the planned Golden State Corridor Class I trail with improvements connecting to the trail both north and south of State Route 99. He stated that the next step would be to have formal action at an upcoming Council meeting.

After much discussion, Council thanked Mr. Engel for the information.

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

Respectfully submitted,

Reyna Rivera
City Clerk

Jim Avalos
Mayor of the City of Selma

**CITY OF SELMA
REGULAR COUNCIL MEETING
February 5, 2018**

The regular meeting of the Selma City Council was called to order at 6:04 p.m. in the Council Chambers. Council members answering roll call were: Derr, Franco, Montijo, Mayor Pro Tem Robertson, and Mayor Avalos.

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

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

INVOCATION: Pastor Zeke Nichols from Seventh Day Adventist Church led the invocation.

BEAUTIFICATION COMMITTEE INTRODUCTION: Mr. Bob Allen, Selma Chamber of Commerce Executive Director stepped forward to introduce the 2018 Committee for Council.

ORAL COMMUNICATIONS: Pastor Marty Lynch stepped forward to request traffic calming measures for the area near Sylvia and Second Street.

Mr. Robert Marquez stepped forward to request a solar powered blinker stop sign at the intersection of Whitson and McCall Avenue.

Pastor Delfina Vasquez, Ms. Brandi Garcia, Mr. Randy Nelms, Mr. Noe Garcia, Ms. Kathy Christensen, and Mr. Jose Guavara all stepped forward to discuss the benefits of the Selma Community Outreach Ministries and asked for Council support.

CONSENT CALENDAR: Council member Derr motioned to approve the Consent Calendar as read. The motion was seconded by Council member Montijo and carried with the following vote:

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

- a. Claim denial for claimant Marisol Martinez, approved by standard motion.
- b. RESOLUTION NO. 2018-10R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA AMENDING RESOLUTION NO. 2017-70R RATIFYING CONSULTANT AGREEMENT FOR INTERIM CITY MANAGER AND RECRUITMENT SERVICES AND APPOINTING INTERIM CITY MANAGER. Resolution approved by standard motion.

c. Check register dated February 1, 2018, approved by standard motion.

CONSIDERATION AND NECESSARY ACTIONS FOR THE SUBMITTAL NO. 2013-52 V5 DINUBA MINI STORAGE COMMERCIAL PROJECT AND THE ENTITLEMENTS NEEDED TO ANNEX INTO THE CITY APPROXIMATELY + 6.57 ACRES TO BE DEVELOPED COMMERCIALY:

City Attorney Costanzo reported that the applicant is proposing to develop approximately 6.35 acres into a phased commercial center. The first phase would consist of approximate 124,021 square feet developed into a phased mini storage with a care takers unit and the second phase would be developed into approximately 83,332 square feet of commercial retail uses. He discussed the required entitlements as well as the limitations that LAFCo would place on the annexation due to the limited service from Selma Kingsburg Fowler County Sanitation District. He further discussed the trunk sewer line that would be installed to allow for the additional service capacity.

Mayor Avalos opened the public hearing portion of the meeting at 6:46 p.m.

Mr. Larry Raven stepped forward and stated that he was in favor of the project, but voiced his concern regarding the sewer capacity and service to the project.

Mr. Gary Rogers, Mr. Greg Minefold, and Ms. Gladys Griffith all stepped forward in opposition of the project due to traffic, aesthetic, safety as well as economic concerns.

Mayor Avalos closed the public hearing portion of the meeting at 7:04 p.m.

After much Council discussion, motion was made to continue the public hearing to March 5, 2018 by Council member Derr. Motion was seconded by Mayor Pro Tem Robertson and carried with the following vote:

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

CONSIDERATION AND NECESSARY ACTION ON RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AGREEMENT BETWEEN THE CITY OF SELMA AND VANIR CONSTRUCTION MANAGEMENT INC., FOR THE PROJECT MANAGEMENT OF THE CONSTRUCTION OF THE NEW POLICE DEPARTMENT FACILITY LOCATED AT 2055 THIRD STREET:

Interim City Manager Perea discussed his recommendations to approve the project management of the construction of the new police department to Vanir Construction Management Inc. He then introduced Mr. Jerry Avalos, a representative from Vanir Construction Management Inc.

Mr. Jerry Avalos, Area Manager for Vanir Construction Management Inc. stepped forward to discuss timeline and scope of work for the project.

After much Council discussion, motion was made by Council member Montijo and seconded by Council member Franco to approve RESOLUTION NO. 2018-11R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT BETWEEN THE CITY OF SELMA AND VANIR CONSTRUCTION MANAGEMENT, INC., FOR THE MANAGEMENT OF THE CONSTRUCTION OF THE POLICE DEPARTMENT FACILITY LOCATED AT 2055 THIRD STREET. Motion carried with the following vote:

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

CONSIDERATION AND NECESSARY ACTION ON RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE FRESNO COUNCIL OF GOVERNMENTS AND THE CITY OF SELMA FOR THE PAVEMENT PROGRAM: After discussion, motion to approve RESOLUTION NO. 2018-12R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE FRESNO COUNCIL OF GOVERNMENT AND THE CITY OF SELMA FOR THE REGIONAL PAVEMENT MANAGEMENT SYSTEM was made by Council member Franco. Motion was seconded by Council member Derr and carried with the following vote:

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

STATUS UPDATE AND TIMELINE OF FLORAL AVENUE RECONSTRUCTION PROJECT 2018: Interim City Manager Perea discussed the project critical path timeline.

Public Works Director Shiplee discussed the phases of the project and requirements of the contractor.

STATUS UPDATE ON ART CENTER FAÇADE AND LAND ACQUISITION FOR ROCKWELL POND PARK: Community Services Director Kirchner discussed the Art Center façade concerns as well as the timeline for the Rockwell pond park.

STATUS UPDATE ON PROPOSED FIRE STATION: Fire Chief Kain reported on the project and financial program that is being reviewed prior to Council submittal. He also discussed a project manager and recommendation for Council consideration at a future meeting.

STATUS UPDATE ON THE AMBERWOOD PROJECT: Interim City Manager Perea discussed recent meetings held between the developer and consultants.

STATUS UPDATE ON POLICE DEPARTMENT RECRUITMENT EFFORTS: Police Chief Garner discussed the vacancies as well as the recruitment efforts that are currently underway. He further discussed a proposed partnership with Selma Unified and Valley Regional Occupation Program.

PRESENTATION OF 2016-2017 FISCAL YEAR AUDIT REPORTS: Finance Manager Moreno stepped forward to discuss a PowerPoint presentation on the 2016-2017 fiscal year audit. He discussed the revenue and expenditure comparisons between prior years and reported that the designated fund reserve was at the fiscal policy requirement of fifteen percent and the emergency reserve fund was currently at four percent; which only fell short of one percent of the fiscal policy requirement (five percent). He also discussed the Measure S statement of revenues and expenditures and stated that the full report was available on the website.

After much discussion, motion to accept the 2016 - 2017 Fiscal Year Audit Report was made by Mayor Pro Tem Robertson and seconded by Council member Franco. Motion carried with the following vote:

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

DEPARTMENT REPORTS: Interim City Manager Perea discussed pending projects.

COUNCIL REPORTS: Council member Montijo reported on attending the Selma Women's Club meeting, Garfield School event, Selma Public Foundation event, Elected Officials Women's Group meeting, Chamber mixer at Cattlemen's, Chamber ribbon cutting for Mike Derr's State Farm Insurance office, Secure Storage, Pacific Distributing, and the Poke Cube restaurant. She also discussed an upcoming SKF meeting.

Council member Franco requested that the speed trailer be placed in the areas of concern mentioned earlier in the meeting and an update on the Nebraska Avenue Project. He also thanked the Beautification Committee for their efforts.

Council member Derr reported on attending the Arts Foundation meeting, Southwest Regional Solid Waste Committee meeting, RDA Successor Oversight meeting, Masonic Lodge installation ceremony, and recent play at the Arts Center.

Mayor Pro Tem Robertson reported on attending the Measure S meeting, COG meeting, and a recent neighborhood event.

Mayor Avalos report on attending several Chamber ribbon cuttings.

ORAL COMMUNICATIONS: Mrs. Leslie Nelson stepped forward to discuss code enforcement and inquired on a location to dispose of litter.

Mrs. Joan Nelson stepped forward to inquire on the police station project and the amberwood project.

Mrs. Rose Robertson stepped forward to thank everyone who attended a recent neighborhood event and to discuss the downtown speakers.

ADJOURNMENT: There being no further business, the meeting was adjourned at 8:30 p.m.

Respectfully submitted,

Reyna Rivera
City Clerk

Jim Avalos
Mayor of the City of Selma

agenda item 1.c.
CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
70324	03/01/2018	Printed	RYAN ALBEE	PD FLASH DRIVE PURCHASE REIMB		12.00
70325	03/01/2018	Printed	MARK ALVES/ALVES ELECTRIC	PW SHOP LED LIGHT INSTALLED		6,685.00
70326	03/01/2018	Printed	AMERICAN AMBULANCE	MARCH 2018 PAYMENT		92,500.00
70327	03/01/2018	Printed	ANTHEM BLUE CROSS	AMBULANCE OVERPAYMENT REIMB		127.84
70328	03/01/2018	Printed	ANTHEM BLUE CROSS	AMBULANCE OVERPAYMENT REIMB		157.25
70329	03/01/2018	Printed	ANTHEM BLUE CROSS	AMBULANCE OVERPAYMENT REIMB		112.52
70330	03/01/2018	Printed	AT&T	TELEPHONE-FEBRUARY 2018		19.83
70331	03/01/2018	Printed	AT&T	TELEPHONE-FEBRUARY 2018		1,351.49
70332	03/01/2018	Printed	AT&T	TELEPHONE-FEBRUARY 2018		151.80
70333	03/01/2018	Printed	AT&T	TELEPHONE-FEBRUARY 2018		145.95
70334	03/01/2018	Printed	AT&T	TELEPHONE-FEBRUARY 2018		59.12
70335	03/01/2018	Printed	AT&T MOBILITY	TELEPHONE-MDT'S 11/1-11/30/17		4,827.59
70336	03/01/2018	Printed	BENNY BACA/COOL AIR SPECIALTY	FIRE ADMIN BLDG HVAC REPAIR		4,012.00
70337	03/01/2018	Printed	BANK OF THE WEST	SURVEILLANCE EQUIPMENT LEASE FEB 18		1,120.17
70338	03/01/2018	Printed	BANNER PEST CONTROL INC	PEST CONTROL-FEBRUARY 18		441.00
70339	03/01/2018	Printed	ERIC BEASLEY	ARSON TRAINING PER DIEM		75.00
70340	03/01/2018	Printed	BENNETT & BENNETT, INC.	MISC IRRIGATION SUPPLIES		12.76
70341	03/01/2018	Printed	SERGIO HERNANDEZ CALLEROS	AMBULANCE OVERPAYMENT REIMB		20.00
70342	03/01/2018	Printed	CHRISTOPHER B CARLSON	PHLEBOTOMY SERVICE 18-0760		50.00
70343	03/01/2018	Printed	ROD CARSEY	PLAN CHECKS		930.74
70344	03/01/2018	Printed	CDCE INCORPORATED	MDT MONTHLY LEASE-PD		4,755.00
70345	03/01/2018	Printed	CENTRAL VALLEY TOXICOLOGY INC.	DRUG TESTING CS# 17-4199		245.00
70346	03/01/2018	Printed	CISCO SYSTEMS CAPTIAL CRP	LEASE-PHONE SYSTEM/BACKUP 2/15-3/14/18		3,280.05
70347	03/01/2018	Printed	COOK'S COMMUNICATION CORP	OUTFITTING UNITS 199 & 1001		30,614.33
70348	03/01/2018	Printed	COSTANZO & ASSOCIATES	JANUARY 2018 LEGAL FEES		10,091.50
70349	03/01/2018	Printed	COUNTY OF FRESNO TREASURER	GIS TELECOMMUNICATION CHARGES		71.91
70350	03/01/2018	Printed	DEPARTMENT OF JUSTICE	BLOOD ALCOHOL ANALYSIS-JAN 18		105.00
70351	03/01/2018	Printed	DMV	2018 VEHICLE CODE BOOKS		201.48
70352	03/01/2018	Printed	RICHARD FIGUEROA	ACTIVE SHOOTER COURSE PER DIEM		44.00
70353	03/01/2018	Printed	FINANCIAL PACIFIC LEASING	LEASE PAYMENT INTEREST		1,185.47
70354	03/01/2018	Printed	TIMOTHY FLETCHER	LITTLE MERMAID PIANIST		320.00
70355	03/01/2018	Printed	FRESNO MADERA COUNTIES POLICE	2018 MEMBERSHIP DUES		150.00
70356	03/01/2018	Printed	FRUSA EMS LLC	MEDICARE REVALIDATION FEE		569.00
70357	03/01/2018	Printed	RENE GARZA	ACTIVE SHOOTER COURSE PER DIEM		44.00
70358	03/01/2018	Printed	JUAN GUZMAN	SPRINK AWAKENING COSTUME REIMB		396.54
70359	03/01/2018	Printed	HEALTH NET	AMBULANCE OVERPAYMENT REIMB		176.67
70360	03/01/2018	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 2/14/18		978.34
70361	03/01/2018	Printed	HEWLETT-PACKARD FINANCIAL	LEASE FOR FIRE ADMIN BLD 2/18-3/17/18		339.78
70362	03/01/2018	Printed	INTERWEST CONSULTING GROUP INC	PLAN CHECKS		1,613.54
70363	03/01/2018	Printed	J'S COMMUNICATION INC.	RADIO REPAIR		369.86
70364	03/01/2018	Printed	JEFF KESTLY	MEDICAL PREMIUM REIMB-MAR 18		164.16
70365	03/01/2018	Printed	MIKAL KIRCHNER	CPRS PER DIEM		210.00
70366	03/01/2018	Printed	L.N. CURTIS & SONS	TURNOUTS		10,495.55
70367	03/01/2018	Printed	LEE CENTRAL CALIFORNIA	LEGAL NOTICES-CUPS, INVITING BIDS		355.15
70368	03/01/2018	Printed	HEATHER ELIZABETH LEMON	SPRINK AWAKENING INTERPRETING		200.00
70369	03/01/2018	Printed	LIEBERT, CASSIDY, WHITMORE INC	REVIEW/ADVISE-PERSONNEL ISSUE		6,594.00
70370	03/01/2018	Printed	KYLE SEAN LOWE	SPRINK AWAKENING VIDEO		200.00
70371	03/01/2018	Printed	CEASAR LUNA	ARSON TRAINING PER DIEM		75.00
70372	03/01/2018	Printed	KYLE MCGUIRE	PHLEBOTOMY SERVICE 18-0615		50.00
70373	03/01/2018	Printed	MEDICARE NORTHERN CALIFORNIA	AMBULANCE OVERPAYMENT REIMB		235.05
70374	03/01/2018	Printed	NATIONAL TRAINING CONCEPTS INC	ACTIVE SHOOTER COURSE REG		990.00
70375	03/01/2018	Printed	ADRIAN OCEGUERA	BATTERIES FOR SPRINK AWAKENING		21.66
70376	03/01/2018	Printed	OFFICE DEPOT, INC.	OFFICE SUPPLIES		484.95
70377	03/01/2018	Printed	HENRY PEREA	CONTRACT CITY MANAGER SERVICES		10,000.00
70378	03/01/2018	Printed	MATTHEW PETERS	ARSON TRAINING PER DIEM		75.00
70379	03/01/2018	Printed	PG&E	UTILITIES-FEBRUARY 2018		38,859.71
70380	03/01/2018	Printed	PROFORCE LAW ENFORCEMENT	TASER HOLSTERS/CARTRIDGES		1,365.67
70381	03/01/2018	Printed	PURCHASE POWER PITNEY BOWES	POSTAGE REFILL		911.10

CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
70382	03/01/2018	Printed	R.J. BERRY JR. INC.	REPAIR STREET LIGHT CIRCUIT		13,381.14
70383	03/01/2018	Printed	RAY MORGAN COMPANY INC	COPIER MAINT/COPY AGREEMENT 12/1-1/31/18		970.97
70384	03/01/2018	Printed	RRM DESIGN GROUP	NEW FIRE STATION DESIGN-FEB 18		5,427.50
70385	03/01/2018	Printed	SECOND CHANCE ANIMAL SHELTER	MONTHLY SUPPORT PAYMENT		6,978.00
70386	03/01/2018	Printed	SELMA LITTLE LEAGUE	KAISER PERMANENTE GRANT	G	975.00
70387	03/01/2018	Printed	SELMA UNIFIED SCHOOL DISTRICT	FUEL-JANUARY 2018		13,939.06
70388	03/01/2018	Printed	SIGNWORKS	SIGN PERMIT REFUND 18-0070		1,276.51
70389	03/01/2018	Printed	SOUND CONTRACTING INC	REPAIR ART CENTER LIGHT		707.19
70390	03/01/2018	Printed	SPARKLETTS	WATER SERVICE		141.20
70391	03/01/2018	Printed	SUN LIFE	EMPLOYEE INSURANCE-MAR 2018		1,027.09
70392	03/01/2018	Printed	THE CRISCOM COMPANY	POLICE/SEWER INFRASTRUCTURE		4,500.00
70393	03/01/2018	Printed	TAMARA THOMAS/THE SHIRT SHAK	CKP ARISTOCATS SHIRTS		992.59
70394	03/01/2018	Printed	THOMSON REUTERS-WEST	2018 PENAL CODE BOOKS		226.17
70395	03/01/2018	Printed	U.S. BANCORP EQUIPMENT FINANCE	COPY MACHINE LEASE-MARCH 18		1,063.70
70396	03/01/2018	Printed	U.S. BANK CORPORATE PMT SYSTEM	CALCARD CHARGES 1/23-2/22/18		52,079.63
70397	03/01/2018	Printed	UNITED HEALTHCARE	AMBULANCE OVERPAYMENT REIMB		2,068.40
70398	03/01/2018	Printed	UNITY IT	MDT MANAGED SERVICES-JAN 18		1,973.05
70399	03/01/2018	Printed	VALLEY SHREDDING LLC	DOCUMENT DESTRUCTION SERVICE		120.00
70400	03/01/2018	Printed	VERIZON WIRELESS	AIRCARDS 1/19-2/18/18		585.00
70401	03/01/2018	Printed	ROBINA WRIGHT	PLAN CHECKS		900.00
70402	03/06/2018	Printed	POSTMASTER -USPS	BULK MAILING LLMD 218 LETTERS		492.78
TOTAL						349,475.51

Grant: G PD Station Bond: PDSB (458) PD State Appropriation: PDSA (457) Reimbursement: R

US BANK INVOICE FOR CALCARD CHARGES: 1/23/18-2/22/18

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
CALEB GARCIA	2/3/2018	TARGET, FRESNO CA	CAMERA FOR HOMICIDE 17-5423	100-2100-600.250.000	109.03
CALEB GARCIA	2/9/2018	76, FRESNO CA	FUEL	701-9200-600.257.000	59.83
CASSY FAIN	1/26/2018	TOM'S DONUTS	DETAIL	100-2100-600.250.000	55.95
CASSY FAIN	1/26/2018	STARBUCKS	DETAIL	100-2100-600.250.000	47.85
CASSY FAIN	2/7/2018	OFFICE DEPOT, SELMA	DETAIL	100-2100-600.250.000	10.83
CHRISTIE MOORADIAN	2/1/2018	PLANK GRILLHOUSE	ORAL BOARD PANEL LUNCH	100-1400-610.920.000	74.00
CITY OF SELMA STATION 1	2/18/2018	WALMART	STATION SUPPLIES	100-2525-600.250.000	72.69
CITY OF SELMA STATION 2	1/23/2018	NELSONS SELMA	PARTS-PALM NAILER	100-2525-600.375.000	14.60
CITY OF SELMA STATION 2	1/23/2018	SAVEMART SELMA	WATER AND GATORADE-TRAINING CLASS	295-2525-610.915.000	51.12
CITY OF SELMA STATION 2	1/25/2018	PORT OF SUBS	LUNCH-LIVE BURN TRAINING	295-2525-610.915.000	105.00
CITY OF SELMA STATION 2	1/25/2018	HOME DEPOT	RETURN NAILS	295-2525-610.915.000	(29.27)
CITY OF SELMA STATION 2	1/25/2018	SAVEMART SELMA	FOOD-LIVE BURN TRAINING	295-2525-610.915.000	43.16
CITY OF SELMA STATION 2	1/29/2018	HOME DEPOT	NAILS-TRAINING	295-2525-610.915.000	29.27
CITY OF SELMA STATION 2	1/25/2018	HOME DEPOT	NAILS TRAINING	295-2525-610.915.000	17.33
CITY OF SELMA STATION 2	1/27/2018	HOME DEPOT	CLEANING SUPPLIES	100-2525-600.250.000	16.51
CITY OF SELMA STATION 2	1/27/2018	HOME DEPOT	AIRCHUCK AND FITTINGS	295-2525-610.915.000	24.72
CITY OF SELMA STATION 2	1/27/2018	HOME DEPOT	SCOOP SHOVELS TRAINING PROP	295-2525-610.915.000	86.75
CITY OF SELMA STATION 2	1/31/2018	PORT OF SUBS	LUNCH-FISE TRAINING	295-2525-610.915.000	64.00
CITY OF SELMA STATION 2	1/31/2018	SELMA FOOD 4 LESS	LUNCH-FISE TRAINING	295-2525-610.915.000	24.06
CITY OF SELMA STATION 2	2/18/2018	WALMART	GATORADE FOR ENGINES	100-2525-600.250.000	50.00
DAVID LEWIS	1/29/2018	I.D. WHOLESALER	I.D. BADGES, QUANTITY 500	100-1600-600.100.000	56.52
DAVID LEWIS	2/2/2018	AMAZON.COM	8 HIGH CAPACITY FLASH DRIVES	100-2100-600.110.000	361.09
DEBBIE GOMEZ	1/30/2018	FACEBK	**NOT ONE OF OUR PURCHASES**	800-0000-121.000.000	3.57
DEBBIE GOMEZ	2/9/2018	FACEBK	**NOT ONE OF OUR CREDITS**	800-0000-121.000.000	(3.13)
FINANCE DEPT	2/8/2018	ICSC	CONFERENCE -ISAAC MORENO	100-1600-610.920.000	640.00
FINANCE DEPT	2/9/2018	ICSC	ICSC MEMBERSHIP-MIKE DERR	100-1100-610.900.000	50.00
FINANCE DEPT	2/9/2018	ICSC	CONFERENCE-MIKE DERR	100-1100-610.920.000	640.00
FINANCE DEPT	2/20/2018	HYATT PLACE	CONFERENCE HOTEL -ISAAC MORENO	100-1600-610.920.000	179.98
FINANCE DEPT	2/21/2018	ICSC	ICSC MEMBERSHIP-SCOTT ROBERTSON	100-1100-610.900.000	50.00
FINANCE DEPT	2/21/2018	ICSC	ICSC MEMBERSHIP-JIM AVALOS	100-1100-610.900.000	50.00
FRANK SANTILLAN	1/21/2018	THE HOME DEPOT SELMA, CA.	TAPE FOR POSTING TRANSIENT SIGNS	100-2200-600.250.000	8.15
FRANK SANTILLAN	1/22/2018	UNIFORMSWAREHOUSE	VIP EQUIPMENT, CHG TO VIP ACCT	111-2200-600.250.000	164.94
FRANK SANTILLAN	1/28/2018	PAYPAL	SANTILLAN REVOLVING ACCT	100-0000-123.010.000	15.00
FRANK SANTILLAN	1/30/2018	WALMART SELMA, CA.	COFFEE CREAMER FOR PD	100-2100-600.250.000	5.48
FRANK SANTILLAN	2/4/2018	WALMART SELMA, CA.	PUBLIC RR KEYS FOR PATROL	100-2200-600.250.000	19.31
FRANK SANTILLAN	2/6/2018	UNIFORMSWAREHOUSE	VIP EQUIPMENT, CHG TO VIP ACCT	111-2200-600.250.000	44.15
FRANK SANTILLAN	2/6/2018	FELD FIRE	MOTOR OFC BREECHES, SAFETY EQUIP	100-2200-600.250.000	130.36
FRANK SANTILLAN	2/6/2018	BADGEANDWALLET	VIP BADGES, CHG TO VIP ACCT	111-2200-600.250.000	373.50
FRANK SANTILLAN	2/11/2018	AMAZON	SANTILLAN REV ACCT CELL PHN CASE	100-0000-123.010.000	9.99
FRANK SANTILLAN	2/12/2018	WALMART SELMA, CA.	FLOOR MAT UNIT #199	100-2200-600.250.000	30.24
FRANK SANTILLAN	2/13/2018	WALMART SELMA, CA.	PD CLEANING SUPPLIES	100-2100-600.250.000	126.65
FRANK SANTILLAN	2/13/2018	UNIQUELY YOURS SELMA, CA.	VIP ACCT, APP OF PATCHES	111-2200-600.250.000	30.00
FRANK SANTILLAN	2/13/2018	SAVEMART SELMA, CA.	COFFEE SUPPLIES FOR PD	100-2100-600.250.000	27.38
FRANK SANTILLAN	2/14/2018	AMAZON	D. MONTESINOS REV ACCT, EAR PC	100-0000-123.010.000	9.23
FRANK SANTILLAN	2/15/2018	POINT EMBLEMS	PD BADGES, PER LT. MOORADIAN	100-2100-600.250.000	320.00
FRANK SANTILLAN	2/19/2018	UNIFORMSWAREHOUSE	J. CARRILLO REV ACCT, UNI JACKET	100-0000-123.010.000	59.89
FRANK SANTILLAN	2/19/2018	DOLLAR TREE SELMA, CA.	PRISONER MEALS	100-2100-600.250.000	21.28
FRANK SANTILLAN	2/19/2018	UNIQUELY YOURS SELMA, CA.	MOTOR OFC B. CAP, SAFETY EQUIP	100-2200-600.250.000	18.00
GILBERT CANTU	1/27/2018	SUBWAY, SELMA, HIGHLAND AVE	EXPLORERS LUNCH	800-0000-121.000.000	41.59
JACOB PUMAREJO	1/22/2018	LEHMANS LOCK & SAFE	OPENED SAFE TO RETRIEVE A FIREARM	269-2100-600.350.000	15.00

US BANK INVOICE FOR CALCARD CHARGES: 1/23/18-2/22/18

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
JACOB PUMAREJO	1/23/2018	SHELL	FUEL	269-2100-600.257.000	59.37
JACOB PUMAREJO	1/24/2018	CHEVRON	FUEL	269-2100-600.257.000	39.00
JACOB PUMAREJO	1/25/2018	SHELL	FUEL	269-2100-600.257.000	35.84
JACOB PUMAREJO	1/26/2018	VALERO	FUEL	269-2100-600.257.000	24.00
JACOB PUMAREJO	1/29/2018	AMAZON	MOTOROLA RADIO ANTENNA	269-2100-600.350.000	76.06
JACOB PUMAREJO	1/29/2018	AMAZON	BALISTIC HELMET ACCESSORY	269-2100-600.350.000	24.80
JACOB PUMAREJO	1/29/2018	AMAZON	BALISTIC HELMET ACCESSORY	269-2100-600.350.000	169.00
JACOB PUMAREJO	1/29/2018	AMAZON	BALISTIC HELMET ACCESSORY	269-2100-600.350.000	9.74
JACOB PUMAREJO	1/29/2018	AMAZON	ACT VEHICLE ALL WEATHER FLOORMATS	269-2100-600.350.000	168.99
JACOB PUMAREJO	1/31/2018	SAFARILAND	MOTOROLA RADIO ACCESSORY	269-2100-600.350.000	112.61
JACOB PUMAREJO	2/2/2018	AMAZON	MOTOROLA RADIO ACCESSORY RETURN	269-2100-600.350.000	(76.06)
JACOB PUMAREJO	2/2/2018	SHELL	FUEL	269-2100-600.257.000	50.33
JACOB PUMAREJO	2/12/2018	SHELL	FUEL	269-2100-600.257.000	45.19
JACOB PUMAREJO	2/17/2018	CHEVRON	FUEL	269-2100-600.257.000	61.80
JACOB PUMAREJO	2/18/2018	AMAZON	MDC VEHICLE CHARGING ASSEMBLY	269-2100-600.350.000	33.61
JACOB PUMAREJO	2/17/2018	TEAM WENDY	EXFIL BALLISTIC HELMET	269-2100-600.350.000	1,090.12
JACOB PUMAREJO	2/18/2018	TEAM WENDY	EXFIL PICATINNY QUICK RELEASE 70-QRR	269-2100-600.350.000	40.40
JACOB PUMAREJO	2/19/2018	CHEVRON	FUEL	269-2100-600.257.000	9.00
JACOB PUMAREJO	2/20/2018	CHEVRON	FUEL	269-2100-600.257.000	64.02
KELLI TELLEZ	2/6/2018	ROBERTS CO	FIREFIGHTER PINS-CREDIT (THEY DID NOT SEND RECEIPT)	100-2525-600.250.000	(7.00)
KELLI TELLEZ	2/15/2018	OFFICE MAX	PRINTER CARTRIDGES	100-1600-600.100.000	275.50
MIKAL KIRCHNER	1/29/2018	NELSONS ACE HARDWARE	ARTS CENTER FIRE SPRINKLER LOCK	605-4300-600.250.000	16.26
MIKAL KIRCHNER	1/30/2018	THE KNOX COMPANY	ARTS CENTER FIRE SPRINKLER LOCK	605-4300-600.250.000	118.24
MIKAL KIRCHNER	2/2/2018	NELSONS ACE HARDWARE	LINCOLN PARK CAMERA	100-4100-600.250.000	0.54
MIKAL KIRCHNER	2/7/2018	NELSONS ACE HARDWARE	ARTS CENTER FIRE SPRINKLER LOCK	100-4300-600.250.000	8.75
MIKAL KIRCHNER	2/10/2018	ULINE	DOG PARK WASTE BAGS	100-4100-600.400.000	202.51
MIKAL KIRCHNER	2/14/2018	FIRST STRING SPORTS	SHAFFER FIELD BASES	100-4700-600.250.000	427.56
MIKAL KIRCHNER	2/14/2018	J&E RESTAURANT	REPLACE SR. KITCHEN WARMER WHEELS	100-4500-600.250.000	75.53
MIKAL KIRCHNER	2/16/2018	MUSIC THEATRE INTERNATIONAL	LITTLE MERMAID PLAY RIGHTS	605-4300-656.540.020	4,106.94
MIKE KAIN	1/23/2018	HOME DEPOT SELMA	LIGHTS FOR TRAINING CENTER	100-2525-600.250.000	173.49
MIKE KAIN	1/24/2018	CA CONF OF ARSON	CLASSES FOR ARSON TEAM	100-2550-610.915.000	1,350.00
MIKE KAIN	2/14/2018	EMSP	MEDIC RECERT	100-2500-610.917.000	200.00
MYRON DYCK	1/23/2018	SALS MEXICAN REST	ORAL BOARD LUNCH FOR RECORDS	100-1400-610.920.000	64.37
MYRON DYCK	2/2/2018	OFFICE MAXX/DEPOT	USB FOR CELL PHONE EVIDENCE	100-2100-600.250.000	171.86
MYRON DYCK	2/7/2018	GALLS	OFFICER EQUIPMENT	100-2100-600.250.000	1,120.72
MYRON DYCK	2/9/2018	OFFICE MAXX/DEPOT	KEYBOARD FOR RECORDS	100-2100-600.250.000	53.98
MYRON DYCK	2/15/2018	LYNN PEAVY CO	CRIME SCENE SCREEN	100-2100-600.250.000	1,378.28
MYRON DYCK	2/21/2018	GALLS	TASER HOLDER	100-2100-600.250.000	136.13
NICOLETTE ANDERSEN	1/22/2018	BATTERIES PLUS	SPRING BATTERIES FOR MICS	605-4300-656.540.018	225.18
NICOLETTE ANDERSEN	1/24/2018	AMAZON MARKETPLACE	COSTUMES FOR SPRING	605-4300-656.540.018	186.60
NICOLETTE ANDERSEN	2/12/2018	AMAZON MARKETPLACE	COSTUMES FOR ARISTOCATS -CKP	100-4300-600.250.000	28.17
NICOLETTE ANDERSEN	2/12/2018	AMAZON MARKETPLACE	COSTUMES FOR ARISTOCATS -CKP	100-4300-600.250.000	71.37
NICOLETTE ANDERSEN	2/12/2018	AMAZON MARKETPLACE	COSTUMES FOR ARISTOCATS -CKP	100-4300-600.250.000	18.90
NICOLETTE ANDERSEN	2/15/2018	THE HOME DEPOT	ARISTOCATS SET SUPPLIES	100-4300-600.250.000	240.63
NICOLETTE ANDERSEN	2/21/2018	BATTERIES PLUS	ARISTOCATS MIC BATTERIES	100-4300-600.250.000	209.90
NICOLETTE ANDERSEN	2/21/2018	THEATER AVENUE	ARISTOCATS BACKGROUND SLIDE	100-4300-600.250.000	49.00
POLICE DEPT 1	1/29/2018	OFFICE MAX/DEPOT	TOTE TO STORE MARIJUANA EVIDENCE	100-2100-600.250.000	10.14
POLICE DEPT 1	2/5/2018	BATTERY JUNCTION	BATTERIES FOR PATROL	100-2200-600.250.000	54.72
POLICE DEPT 1	2/5/2018	UNIFORMS & ACCESSORIES	RAIN COATS FOR PATROL	100-2200-600.250.000	109.16
POLICE DEPT 1	2/5/2018	CUTRATE BATTERIES	MOTOROLA RADIO BATTERIES	100-2100-600.250.000	340.00

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EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
POLICE DEPT 1	2/6/2018	ULINE	BOXES FOR EVIDENCE STORAGE	100-2100-600.250.000	69.96
POLICE DEPT 1	2/6/2018	LYNN PEAVEY CORP	INK PLATES, INK REMOVER	100-2100-600.250.000	215.95
POLICE DEPT 1	2/6/2018	LYNN PEAVEY CORP	GUN BOXES AND EVIDENCE TAPE	100-2100-600.250.000	185.80
POLICE DEPT 1	2/6/2018	AMAZON	HAND SANITIZER FOR PATROL	100-2100-600.250.000	46.97
POLICE DEPT 1	2/6/2018	DASH MEDICAL	LATEX GLOVES	100-2100-600.250.000	527.49
POLICE DEPT 1	2/7/2018	LYNN PEAVEY CORP	NIK DRUG KITS	100-2100-600.250.000	348.20
POLICE DEPT 1	2/10/2018	AMAZON	BUBBLE WRAP, PACKING TAPE, CLIPS, LA	100-2100-600.250.000	66.13
POLICE DEPT 1	2/16/2018	AMAZON	FLASH DRIVES/MEMORY CARDS/CAMERA	100-2100-600.250.000	569.10
POLICE DEPT 1	2/15/2018	PROFORCE	TASER AND MAGAZINE	100-2100-600.250.000	1,189.39
POLICE DEPT 2	1/25/2018	ELM AVE FEED	K9 FOOD	100-2200-600.250.000	115.98
POLICE DEPT 2	1/31/2018	ELM AVE FEED	K9 FOOD	100-2200-600.250.000	62.90
POLICE DEPT 2	1/31/2018	POLICE K9 MAGAZINE	CONFERENCE REGISTRATION -SCEC K9 SERVICES	800-0000-121.000.000	295.00
POLICE DEPT 2	2/7/2018	PET SUPPLIES PLUS	BARK COLLAR -SCEC K9 SUPPLIES	800-0000-121.000.000	107.96
RECREATION-ALLIE CONTRERAS	2/6/2018	FOOD 4 LESS	BINGO CON.	805-0000-226.200.000	64.76
RECREATION-ALLIE CONTRERAS	2/7/2018	PANAERIA VANESSA	SENIOR BREAKFAST	805-0000-226.200.000	20.00
RECREATION-ALLIE CONTRERAS	2/8/2018	DOLLAR TREE	PRIZES FOR EVENT	805-0000-226.200.000	24.72
RECREATION-ALLIE CONTRERAS	2/8/2018	FOOD 4 LESS	FOOD FOR DANCE	805-0000-226.200.000	155.42
RECREATION-ALLIE CONTRERAS	2/9/2018	OFFICE MAX	INK FOR PRINTER	805-0000-226.200.000	59.10
RECREATION-EMILY DIXON	1/21/2018	HOME DEPOT	SPRING AWAKENING SET	605-4300-656.540.018	56.83
RECREATION-EMILY DIXON	1/21/2018	HOME DEPOT	SPRING AWAKENING SET	605-4300-656.540.018	27.91
RECREATION-EMILY DIXON	1/26/2018	BATTERIES PLUS	SPRING AWAKENING SUPPLIES	605-4300-656.540.018	209.90
RECREATION-EMILY DIXON	1/26/2018	WALMART	SPRING AWAKENING CONCESSIONS	605-4300-656.540.018	134.92
RECREATION-EMILY DIXON	1/26/2018	WALMART	SPRING AWAKENING CONCESSIONS	605-4300-656.540.018	10.39
RECREATION-EMILY DIXON	1/27/2018	WALMART	SPRING AWAKENING CONCESSIONS	605-4300-656.540.018	28.93
RECREATION-EMILY DIXON	2/2/2018	WALMART	SPRING AWAKENING CONCESSIONS	605-4300-656.540.018	34.80
RECREATION-EMILY DIXON	2/2/2018	WALMART	SPRING AWAKENING CONCESSIONS	605-4300-656.540.018	76.32
RECREATION-EMILY DIXON	2/3/2018	WALMART	SPRING AWAKENING CONCESSIONS	605-4300-656.540.018	82.07
RECREATION-EMILY DIXON	2/9/2018	WALMART	CONCESSION SUPPLIES	605-4300-600.250.000	52.26
RECREATION-TONI HILL	1/24/2018	COSTCO	COFFEE,CREAMER, MORNING SNACKS	805-0000-226.200.000	463.71
RECREATION-TONI HILL	1/25/2018	SMART N FINAL	GLOVES,FORKS,NAPKINS,CUPS	100-4500-600.250.000	288.93
RECREATION-TONI HILL	1/25/2018	SMART N FINAL	PEANUT BUTTER, JELLY, SWEETNERS ETC.	805-0000-226.200.000	207.82
RECREATION-TONI HILL	2/1/2018	COSTCO	CHILI BEANS, CHEESE,CHIPS,BOWLS	805-0000-226.200.000	115.18
RECREATION-TONI HILL	2/1/2018	PARTY CITY	PARTY DÉCOR	805-0000-226.200.000	129.19
RECREATION-TONI HILL	2/7/2018	WALMART	FRUITS, SALAD MIX	805-0000-226.200.000	18.70
RECREATION-TONI HILL	2/8/2018	EL MERCADO	SUPPLIES FOR DANCE, FROSTING,ETC..	805-0000-226.200.000	25.68
RECREATION-TONI HILL	2/16/2018	BED BATH AND BEYOND	CLOTH TABLECLOTHS	100-4500-600.250.000	68.91
RENE GARZA	1/18/2018	OFFICE MAX	SUPPLIES FOR RECRUITING BOOTH	100-2100-600.250.000	57.93
REYNA RIVERA	2/20/2018	SAVEMART, SELMA	COUNCIL MEETING SUPPLIES	100-1100-610.920.000	25.28
REYNA RIVERA	2/20/2018	OFFICE DEPOT, SELMA	COUNCIL MEETING SUPPLIES	100-1100-610.920.000	11.92
RICHARD FIGUEROA	2/6/2018	USPS	SEARCH WARRANT NOTIFICATION SENT	100-2100-600.120.000	11.85
RICHARD FIGUEROA	2/6/2018	USPS	SEARCH WARRANT NOTIFICATION SENT	100-2100-600.120.000	3.95
ROMEO SHIPLEE	2/2/2018	CENTRAL SANITARY SUPPLY	SMALL TOOLS & MINOR EQUIPMENT	702-9300-600.305.000	22.05
ROMEO SHIPLEE	2/14/2018	CENTRAL SANITARY SUPPLY	TOILET PAPER FOR PARKS	100-5300-600.250.000	174.92
ROMEO SHIPLEE	2/2/2018	CENTRAL SANITARY SUPPLY	TOILET PAPER FOR PARKS	100-5300-600.250.000	174.92
ROMEO SHIPLEE	2/14/2018	CENTRAL SANITARY SUPPLY	MISCELLANEOUS JANITORIAL SUPPLIES FOR ART CENTER	605-4300-600.250.000	396.43
ROMEO SHIPLEE	2/2/2018	CENTRAL SANITARY SUPPLY	MISCELLANEOUS JANITORIAL SUPPLIES	702-9300-600.250.000	416.99
ROMEO SHIPLEE	2/14/2018	CENTRAL SANITARY SUPPLY	MISCELLANEOUS JANITORIAL SUPPLIES	702-9300-600.250.000	987.80
ROMEO SHIPLEE	2/8/2018	NELSON'S ACE HARDWARE	SPECIAL SUPPLIES - PARKS	100-5300-600.250.000	100.77
ROMEO SHIPLEE	2/8/2018	NELSON'S ACE HARDWARE	GRAFFITI ABATEMENT SUPPLIES	210-5400-600.250.000	118.72
ROMEO SHIPLEE	2/7/2018	EWING IRRIGATION PRODUCTS	MISCELLANEOUS SPRINKLER SUPPLIES - LLMD ZONE 1	220-5300-600.250.401	26.17

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EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
ROMEO SHIPLEE	2/7/2018	EWING IRRIGATION PRODUCTS	MISCELLANEOUS SPRINKLER SUPPLIES - LLMD ZONE 11	220-5300-600.250.411	26.17
ROMEO SHIPLEE	2/7/2018	EWING IRRIGATION PRODUCTS	MISCELLANEOUS SPRINKLER SUPPLIES - LLMD ZONE 8	220-5300-600.250.408	26.17
ROMEO SHIPLEE	2/7/2018	EWING IRRIGATION PRODUCTS	MISCELLANEOUS SPRINKLER SUPPLIES - LLMD ZONE 6	220-5300-600.250.406	26.17
ROMEO SHIPLEE	2/7/2018	EWING IRRIGATION PRODUCTS	MISCELLANEOUS SPRINKLER SUPPLIES - LLMD ZONE 5	220-5300-600.250.405	26.17
ROMEO SHIPLEE	2/7/2018	EWING IRRIGATION PRODUCTS	MISCELLANEOUS SPRINKLER SUPPLIES - LLMD ZONE 4	220-5300-600.250.404	26.17
ROMEO SHIPLEE	2/7/2018	EWING IRRIGATION PRODUCTS	MISCELLANEOUS SPRINKLER SUPPLIES - LLMD ZONE 2	220-5300-600.250.402	26.17
ROMEO SHIPLEE	2/7/2018	EWING IRRIGATION PRODUCTS	MISCELLANEOUS SPRINKLER SUPPLIES - LLMD ZONE 9	220-5300-600.250.409	26.17
ROMEO SHIPLEE	2/7/2018	EWING IRRIGATION PRODUCTS	MISCELLANEOUS SPRINKLER SUPPLIES - LLMD ZONE 3	220-5300-600.250.403	26.17
ROMEO SHIPLEE	2/7/2018	EWING IRRIGATION PRODUCTS	MISCELLANEOUS SPRINKLER SUPPLIES - LLMD ZONE 7	220-5300-600.250.407	26.17
ROMEO SHIPLEE	1/23/2018	EWING IRRIGATION PRODUCTS	HERBICIDE - PARKS	100-5300-600.250.000	141.19
ROMEO SHIPLEE	1/23/2018	EWING IRRIGATION PRODUCTS	HERBICIDE - STREETS	210-5400-600.250.000	141.19
ROMEO SHIPLEE	2/7/2018	EWING IRRIGATION PRODUCTS	MISCELLANEOUS SPRINKLER SUPPLIES - PARKS	100-5300-600.250.000	261.64
ROMEO SHIPLEE	1/30/2018	EWING IRRIGATION PRODUCTS	LLMD ZONE 2 - SPRINKLER CLOCK	220-5300-600.250.402	296.93
ROMEO SHIPLEE	2/7/2018	EWING IRRIGATION PRODUCTS	SPRINKLER CLOCK - LLMD ZONE 2	220-5300-600.250.402	365.06
ROMEO SHIPLEE	2/7/2018	EWING IRRIGATION PRODUCTS	SPRINKLER CLOCK FOR SHAFER PARK	100-5300-600.250.000	593.86
ROMEO SHIPLEE	1/24/2018	GRAINGER	MEASURE C FLEX - STREET LIGHT LAMPS	214-5400-600.250.000	105.48
ROMEO SHIPLEE	1/24/2018	GRAINGER	MEASURE C FLEX - STREET LIGHT LAMPS	214-5400-600.250.000	210.96
ROMEO SHIPLEE	1/23/2018	GRAINGER	MEASURE C FLEX STREET LIGHT LAMPS	214-5400-600.250.000	723.33
ROMEO SHIPLEE	1/31/2018	AMAZON.COM	BATTERIES - LLMD ZONE 11	220-5300-600.250.411	4.54
ROMEO SHIPLEE	1/31/2018	AMAZON.COM	BATTERIES - LLMD ZONE 9	220-5300-600.250.409	4.54
ROMEO SHIPLEE	1/31/2018	AMAZON.COM	BATTERIES - LLMD ZONE 4	220-5300-600.250.404	4.55
ROMEO SHIPLEE	1/31/2018	AMAZON.COM	BATTERIES - LLMD ZONE 1	220-5300-600.250.401	4.55
ROMEO SHIPLEE	1/31/2018	AMAZON.COM	BATTERIES - LLMD ZONE 8	220-5300-600.250.408	4.55
ROMEO SHIPLEE	1/31/2018	AMAZON.COM	BATTERIES - LLMD ZONE 3	220-5300-600.250.403	4.55
ROMEO SHIPLEE	1/31/2018	AMAZON.COM	BATTERIES - LLMD ZONE 5	220-5300-600.250.405	4.55
ROMEO SHIPLEE	1/31/2018	AMAZON.COM	BATTERIES - LLMD ZONE 6	220-5300-600.250.406	4.55
ROMEO SHIPLEE	1/31/2018	AMAZON.COM	BATTERIES - LLMD ZONE 7	220-5300-600.250.407	4.55
ROMEO SHIPLEE	1/31/2018	AMAZON.COM	BATTERIES - LLMD ZONE 2	220-5300-600.250.402	4.55
ROMEO SHIPLEE	1/24/2018	NELSON'S POWER CENTER	SPECIAL SUPPLIES - PARKS	100-5300-600.250.000	55.86
ROMEO SHIPLEE	1/24/2018	NELSON'S POWER CENTER	SPECIAL SUPPLIES - STREETS	210-5400-600.250.000	55.86
ROMEO SHIPLEE	2/21/2018	NELSON'S POWER CENTER	SPECIAL SUPPLIES - PARKS	100-5300-600.250.000	59.65
ROMEO SHIPLEE	2/21/2018	NELSON'S POWER CENTER	SPECIAL SUPPLIES -STREETS	210-5400-600.250.000	59.65
ROMEO SHIPLEE	1/22/2018	NELSON'S POWER CENTER	SMALL TOOLS & MINOR EQUIPMENT - STREETS	210-5400-600.305.000	1,051.57
ROMEO SHIPLEE	1/22/2018	NELSON'S POWER CENTER	SMALL TOOLS & MINOR EQUIPMENT - PARKS	100-5300-600.305.000	1,051.58
ROMEO SHIPLEE	2/14/2018	STATEWIDE TRAFFIC SAFETY & SIGNS	(2) 36" SOLAR POWERED LIGHTED STOP SIGNS	213-5400-600.250.000	3,206.66
ROMEO SHIPLEE	2/13/2018	VALLEY IRON, INC.	MATERIALS FOR SELMA SIGN	210-5400-600.250.000	685.21
SHANE FERRELL	2/21/2018	NELSON'S ACE HARDWARE	AUTO PARTS - #2739	701-9200-600.256.000	1.94
SHANE FERRELL	2/15/2018	NELSON'S ACE HARDWARE	HARDWARE FOR SIGNS - STREETS	210-5400-600.250.000	2.15
SHANE FERRELL	2/1/2018	NELSON'S ACE HARDWARE	SPECIAL SUPPLIES - STREETS	210-5400-600.250.000	9.73
SHANE FERRELL	2/16/2018	NELSON'S ACE HARDWARE	AUTO PARTS - #805	701-9200-600.256.000	25.29
SHANE FERRELL	1/29/2018	NELSON'S ACE HARDWARE	SPECIAL SUPPLIES - PARKS	100-5300-600.250.000	26.35
SHANE FERRELL	1/23/2018	NELSON'S ACE HARDWARE	CONCRETE FOR SHAFER PARK	100-5300-600.250.000	32.48
SHANE FERRELL	2/21/2018	NELSON'S ACE HARDWARE	SPECIAL SUPPLIES - STREETS	210-5400-600.250.000	118.74
SHANE FERRELL	2/5/2018	NELSON'S ACE HARDWARE	TRASH CANS FOR PARKS	100-5300-600.250.000	140.51
SHANE FERRELL	1/25/2018	NELSON'S POWER CENTER	DOWNTOWN LANDSCAPING	210-5400-600.250.000	75.93
SHANE FERRELL	2/13/2018	NELSON'S POWER CENTER	CONCRETE FOR SIDEWALK REPAIR - 1939 HIGH	210-5400-600.250.000	124.75
SHANE FERRELL	1/24/2018	BOBBY SALAZAR'S	LUNCH FOR WORKSHOP	210-5400-610.915.000	14.88
STEVE GIBBS	1/22/2018	NELSON'S ACE HARDWARE	SMALL TOOLS & MINOR EQUIPMENT	701-9200-600.305.000	30.32
STEVE GIBBS	2/6/2018	NELSON'S ACE HARDWARE	AUTO PARTS - SHOP	701-9200-600.256.000	34.67
STEVE GIBBS	2/7/2018	NAPA AUTO PARTS	CREDIT MEMO FOR RETURN	701-9200-600.256.000	(105.11)

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EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
STEVE GIBBS	1/23/2018	NAPA AUTO PARTS	AUTO PARTS	701-9200-600.256.000	7.03
STEVE GIBBS	2/12/2018	NAPA AUTO PARTS	AUTO PARTS - #8508	701-9200-600.256.000	10.84
STEVE GIBBS	1/24/2018	NAPA AUTO PARTS	AUTO PARTS	701-9200-600.256.000	13.86
STEVE GIBBS	2/15/2018	NAPA AUTO PARTS	AUTO PARTS - #173	701-9200-600.256.000	21.67
STEVE GIBBS	1/31/2018	NAPA AUTO PARTS	AUTO PARTS	701-9200-600.256.000	39.03
STEVE GIBBS	1/29/2018	NAPA AUTO PARTS	AUTO PARTS - STOCK	701-9200-600.256.000	51.63
STEVE GIBBS	2/20/2018	NAPA AUTO PARTS	SMALL TOOLS & MINOR EQUIPMENT	701-9200-600.305.000	59.65
STEVE GIBBS	1/22/2018	NAPA AUTO PARTS	AUTO PARTS - #181	701-9200-600.256.000	65.06
STEVE GIBBS	2/8/2018	NAPA AUTO PARTS	AUTO PARTS - #502	701-9200-600.256.000	71.99
STEVE GIBBS	2/15/2018	NAPA AUTO PARTS	AUTO PARTS - #915	701-9200-600.256.000	75.91
STEVE GIBBS	1/22/2018	NAPA AUTO PARTS	AUTO PARTS	701-9200-600.256.000	75.92
STEVE GIBBS	2/20/2018	NAPA AUTO PARTS	AUTO PARTS	701-9200-600.256.000	90.86
STEVE GIBBS	2/6/2018	NAPA AUTO PARTS	AUTO PARTS	701-9200-600.256.000	105.91
STEVE GIBBS	2/7/2018	NAPA AUTO PARTS	AUTO PARTS - #720	701-9200-600.256.000	115.62
STEVE GIBBS	2/20/2018	NAPA AUTO PARTS	AUTO PARTS - #313	701-9200-600.256.000	194.47
STEVE GIBBS	2/1/2018	SELMA AUTO SUPPLY	AUTO PARTS	701-9200-600.256.000	59.52
STEVE GIBBS	2/5/2018	SWANSON FAHRNEY FORD	AUTO PARTS - #175	701-9200-600.256.000	138.87
STEVE GIBBS	2/13/2018	SWANSON FAHRNEY FORD	AUTO SERVICE REPAIR - #187	701-9200-600.457.000	242.39
STEVE GIBBS	2/12/2018	SWANSON FAHRNEY FORD	AUTO SERVICE REPAIR - #176	701-9200-600.457.000	673.95
STEVE GIBBS	1/31/2018	SWANSON FAHRNEY FORD	AUTO SERVICE REPAIR - #915	701-9200-600.457.000	986.32
STEVE GIBBS	1/31/2018	SWANSON FAHRNEY FORD	AUTO SERVICE REPAIR - #915	701-9200-600.457.000	1,506.67
STEVE GIBBS	2/12/2018	SWANSON FAHRNEY FORD	AUTO SERVICE REPAIR - #176	701-9200-600.457.000	1,812.49
STEVE GIBBS	2/6/2018	KIMBALL MIDWEST	CREDIT MEMO FOR RETURN	701-9200-600.256.000	(259.26)
STEVE GIBBS	12/28/2017	KIMBALL MIDWEST	AUTO PARTS - SHOP	701-9200-600.256.000	313.49
STEVE GIBBS	1/29/2018	O'REILLY AUTO SUPPLY	AUTO PARTS	701-9200-600.256.000	11.21
STEVE GIBBS	2/6/2018	O'REILLY AUTO SUPPLY	AUTO PARTS - #915	701-9200-600.256.000	74.11
STEVE GIBBS	2/20/2018	O'REILLY AUTO SUPPLY	AUTO PARTS - #160	701-9200-600.256.000	74.89
STEVE GIBBS	2/15/2018	O'REILLY AUTO SUPPLY	SPECIAL SUPPLIES - SHOP	701-9200-600.250.000	77.71
STEVE GIBBS	1/22/2018	O'REILLY AUTO SUPPLY	AUTO PARTS - #173	701-9200-600.256.000	91.72
STEVE GIBBS	2/2/2018	O'REILLY AUTO SUPPLY	AUTO PARTS - #915	701-9200-600.256.000	107.56
STEVE GIBBS	2/6/2018	O'REILLY AUTO SUPPLY	AUTO PARTS - #226	701-9200-600.256.000	256.11
STEVE GIBBS	2/14/2018	GOODYEAR TIRE & RUBBER COMPANY	AUTO PARTS- STOCK	701-9200-600.256.000	1,884.00
STEVE GIBBS	2/16/2018	BATTERY SYSTEMS	AUTO PARTS - SHOP	701-9200-600.256.000	84.52
STEVE GIBBS	1/23/2018	BATTERY SYSTEMS	AUTO PARTS	701-9200-600.256.000	152.08
STEVE GIBBS	2/1/2018	BATTERY SYSTEMS	AUTO PARTS	701-9200-600.256.000	218.30
STEVE GIBBS	2/15/2018	LES SCHWAB	AUTO SERVICE REPAIR - #187	701-9200-600.457.000	96.00
STEVE GIBBS	2/14/2018	LES SCHWAB	AUTO SERVICE REPAIR	701-9200-600.457.000	167.95
STEVE GIBBS	2/1/2018	LES SCHWAB	AUTO SERVICE REPAIR - #224	701-9200-600.457.000	594.51
STEVE GIBBS	1/26/2018	LES SCHWAB	AUTO SERVICE REPAIR - #503	701-9200-600.457.000	690.77
STEVE GIBBS	1/30/2018	LES SCHWAB	AUTO PARTS - #1315	701-9200-600.256.000	859.65
STEVE GIBBS	2/6/2018	LES SCHWAB	AUTO SERVICE REPAIR - #171	701-9200-600.457.000	1,220.73
STEVE GIBBS	2/15/2018	NELSON'S POWER CENTER	AUTO PARTS - STOCK	701-9200-600.256.000	21.65
STEVE GIBBS	2/1/2018	NELSON'S POWER CENTER	AUTO PARTS	701-9200-600.256.000	28.18
STEVE GIBBS	1/31/2018	NELSON'S POWER CENTER	AUTO SERVICE REPAIRS	701-9200-600.457.000	72.00
STEVE GIBBS	2/13/2018	PBM SUPPLY & MFG	AUTO PARTS - #2738	701-9200-600.256.000	111.88
STEVE GIBBS	1/30/2018	PBM SUPPLY & MFG	AUTO PARTS - #2738	701-9200-600.256.000	114.93
STEVE GIBBS	2/1/2018	BURTON'S FIRE, INC.	AUTO PARTS - #8508	701-9200-600.256.000	546.07
STEVE GIBBS	2/5/2018	COLINS UPHOLSTERY	AUTO SERVICE REPAIR - #915	701-9200-600.457.000	317.53
STEVE GIBBS	1/24/2018	GIBBS TRUCK CENTER	AUTO PARTS - #1208	701-9200-600.256.000	26.89
STEVE GIBBS	1/25/2018	REDNECK TRAILER SUPPLIES	AUTO PARTS	701-9200-600.256.000	38.24

US BANK INVOICE FOR CALCARD CHARGES: 1/23/18-2/22/18

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
STEVE GIBBS	2/13/2018	TOYOTA OF SELMA	AUTO SERVICE REPAIR - #316	701-9200-600.457.000	81.90
STEVEN MARES	1/24/2018	METRO UNIFORM	EAR PIECE -REVOLVING ACCT	100-0000-123.010.000	52.85
STEVEN MARES	1/24/2018	NELSON'S ACE HARDWARE	DOUBKE SIDED TAPE	100-2100-600.250.000	4.98
STEVEN MARES	1/26/2018	STARBUCKS	COFFEE FOR DETAIL BRIEFING	100-2100-600.250.000	47.85
TERRY REID	2/14/2018	METRO UNIFORM	EXPLORER BDU PANTS	800-0000-121.000.000	33.42
TERRY REID	2/14/2018	UNIFORM WAREHOUSE	EXPLORER UNIFORMS & ACCESSORIES	800-0000-121.000.000	485.32
TESLA NASON	1/22/2018	SAVEMART	SNACKS FOR POLICE CLERK INTERVIEWS	100-1400-610.920.000	18.19
TESLA NASON	1/30/2018	SAVEMART	SNACKS FOR POLICE CLERK INTERVIEWS	100-1400-610.920.000	22.40
TESLA NASON	1/31/2018	SAVEMART	SNACKS FOR POLICE CLERK INTERVIEWS	100-1400-610.920.000	18.52
TIM CANNON	2/2/2018	ARC MCCLELAN	REGISTRATION FEES FOR TRAINING	100-2100-610.910.000	124.00
TIM CANNON	2/6/2018	RAY ALLEN	K9 SUPPLIES	100-2200-600.250.000	329.97
					<u>52,079.63</u>

CITY MANAGER'S/STAFF'S REPORT

REGULAR CITY COUNCIL MEETING DATE:

March 19, 2018

ITEM NO:

2.

SUBJECT: Consideration and Necessary Action on adoption of an Ordinance approving a Development Agreement between the City of Selma and Selma Crossings LLC. Public Hearing and adoption

DISCUSSION: This is a very large commercial development, the entitlements for which were approved by the City Council on August 18, 2013 and included as the primary entitlement a Tentative Parcel Map (No. 2007-0012). The Tentative Parcel Map, like any tentative map is limited to a life of five years, at least in the City of Selma. There is a provision in the Subdivision Map Act that would allow for the City to extend the life of a tentative map by an additional six years, but Selma has adopted ordinances which prohibit the City Council from extending the life of any tentative map beyond five years. (SMC 9-6-61.0(b)). The purpose of that prohibition, which is allowed by the Subdivision Map Act, is presumably to encourage the prompt filing of a final map and development of property that has been entitled by a tentative map.

The development consists of three phases, Phase I which is the construction of 882,003 square feet of retail uses on 75.75 acres, and Phase II is 1,431,200 square feet of commercial uses on 135.40 acres and would include a 20 acre storm water basin being dedicated to the City. Phase III is an additional 1,136,000 square feet of commercial retail space with mixed residential and office uses on 66.60 acres.

The development is in the vicinity of the intersection of State Route 99 and Mountain View Avenue where there is a freeway overcrossing which would cost an approximate \$70 million dollars to rebuild completely. The mitigation measures require the developer to make a variety of improvements with respect to each phase of the development which would ultimately require the complete replacement of that bridge. The City has already agreed, as part of the entitlements to facilitate any grant or governmental funding for this particular improvement and to explore the viability of creation of a different financing mechanism, primarily for this improvement, such as a Community Facilities District, Assessment District or other mechanism that would result in an assessment or tax against property within the development and potentially requirements for contributions from developers in the area that would benefit from that improvement.

While the City cannot act to extend the Tentative Parcel Map it can accomplish the same result by entering into a development agreement Government Code §66452.6 allows any tentative map to be extended for the term of a development agreement. Development agreements are required to be adopted by ordinance. Development Agreements typically contain more detail about what is to be developed and how, but because this agreement is

being entered into for the purpose of extending the Tentative Parcel Map those types of details are absent from this particular Development Agreement. The Development Agreement, in essence, requires the development to occur in a manner that is consistent with applicable legal requirements and the entitlements previously issued which consist, primarily, of the certified EIR and Tentative Parcel Map. The property has been annexed to the City.

There are no terms in this Development Agreement that bind the City to anything more than it has already bound itself to by granting the development entitlements initially in 2013. It locks in the benefits to the developer of having a tentative map by setting the amount payable in development or impact fees according to the schedules that existed in 2013 when this project was approved. There is a requirement that the developer “diligently pursue the development of Phase I” but it is qualified by provisions which state that it is not practicable in this circumstance to set any precise time schedule for development to occur. Those circumstances exist, primarily; of the cost of improving or otherwise replacing the over pass at SR 99 and Mountain View.

Because the Development Agreement does not meaningfully affect the rights or obligations of either the City or the developer, and operates only to extend a tentative map, the most important provision is at Section 107 setting the term of the Agreement. Because commencement of even Phase I will require extensive planning and expenditures by the developer the term proposed is 15 years. There is no legal requirement for how long the term of this agreement must be and that is a matter that is left to the Council’s discretion. Staff would recommend that any shortening of the term below 15 years be accompanied by a provision that allows the Agreement to automatically renew for an additional year unless and until terminated by appropriate notice to the developer.

RECOMMENDATION: Hold Public Hearing and consider adoption of an Ordinance Approving Development Agreement related to Tentative Parcel Map No. 2007-0012.

<u>/s/ Neal E. Costanzo</u>	<u>March 14, 2018</u>
Neal E. Costanzo, City Attorney	Date
<u>/s/ Henry Perea</u>	<u>March 14, 2018</u>
Henry Perea, Interim City Manager	Date

ORDINANCE NO. 2018 – _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SELMA
APPROVING A DEVELOPMENT AGREEMENT WITH SELMA CROSSINGS LLC
RELATED TO TENTATIVE TRACT PARCEL MAP No. 2007-0012**

WHEREAS, on August 19, 2013, the City Council of the City of Selma (“City”) approved, among other things, a Tentative Parcel Map No. 2007-0012 and a Project Specific Environmental Impact Report by Resolution No. 2013-44R which relate to and provide for development of a three phase commercial and/or mixed used development, 882,003 square feet of commercial retail uses on 75.75 acres as Phase I, 1,431,200 square feet of commercial uses on 135.40 acres including a 20 acre storm water basin as Phase II, and 1,136,000 square feet of commercial retail, residential and office uses on 66.60 acres as Phase III (hereinafter the “Project”); and

WHEREAS, in approving the Project, the City considered the environmental impacts of the Project and certified Environmental Impact Report for the Project; and

WHEREAS, Selma Crossing LLC (“Developer”) now desires to enter into a Development Agreement (“Development Agreement”) pursuant to §65864 et. seq. of the California Government Code to facilitate the development of the Project and to extend the expiration date of the Project for the duration of the Development Agreement pursuant to Government Code §666452.6(a)(1); and

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

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

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

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

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

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

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

D. The Development Agreement provides that any subsequent approvals related to the Project, including any subsequent tentative map, cannot be approved unless in compliance with the rules, regulations and official policies of the City.

SECTION 2. Effective date and Posting of Ordinance: This Ordinance shall take effect and be enforce thirty (30) days from and after the date of passage. The City Clerk of the City of Selma shall cause this Ordinance to be published at least once within fifteen (15) days after its passage in the Selma Enterprise with the names of those City Council Members voting for and against the Ordinance.

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

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

* * * * *

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

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

Jim Avalos,
Mayor of the City of Selma

ATTEST:

Reyna Rivera, City Clerk

**DEVELOPMENT AGREEMENT BY AND BETWEEN THE
CITY OF SELMA AND SELMA CROSSINGS, LLC AND SUBORDINATION**

NOTICE: THIS RECORDED DOCUMENT IS A COPY OF THE ORIGINAL DEVELOPMENT AGREEMENT. AN ORIGINAL OF THE DEVELOPMENT AGREEMENT, INCLUDING ALL EXHIBITS, ATTACHMENTS AND FULL-COLORED MAPS AND DIAGRAMS IS FILED WITH THE CITY OF SELMA CLERK'S OFFICE, LOCATED AT 1710 TUCKER STREET, SELMA, CA 93662

DEVELOPMENT AGREEMENT

By and Between
THE CITY OF SELMA
and
SELMA CROSSINGS, LLC

THIS DEVELOPMENT AGREEMENT (“**Agreement**”) is entered into this ____ day of March, 2018 (the “**Effective Date**”) by and between the City of Selma, a municipal corporation (the “**City**”), and Selma Crossings, LLC (“**Developer**”), pursuant to the authority of Section 65864 et seq. of the Government Code of the State of California.

RECITALS

A. Legal Authority. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Sections 65864, *et seq.* of the Government Code (“**Development Agreement Law**”) authorizing any city, county or city and county to enter into a binding development agreement with an applicant for a development project.

B. Developer’s Interest in Land. The Developer is a Nevada limited liability company. The real property which is the subject of this Agreement (“**Subject Property**”), is located in the County of Fresno and is owned in fee by the Developer. The subject property is described in **Exhibit A** (attached hereto and incorporated by reference), and has been annexed into the city of Selma and the Selma-Kingsburg-Fowler County Sanitation District. Developer seeks to develop the subject property consistent with Resolution 2013-45 R approving Tentative Parcel Map 2007-0012 with findings and conditions relating to the Selma Crossings Commercial Project adopted August 19, 2013.

C. Project Description. On August 19, 2013, the City certified the Final Environmental Impact Report (State Clearinghouse No. 2007071008) for the Selma Crossings Project (Resolution No. 2013-44R). The Selma Crossings Project (the “**Project**”) is located in the southwest area of the City, and consists of approximately 288 acres controlled by the Developer. The Selma Crossings Project is a mixed use, phased development of approximately 3.45 million square feet of commercial retail, office, visitor-serving commercial, and residential uses. The Project is divided into three phases, which include:

- **Northeast Area (Phase 1):** 882,003 square feet of commercial retail uses on 75.75 acres (hereinafter “**Phase 1**”).

- **South Area (Phase 2):** 1,431,200 square feet of commercial retail, automall, office, and visitor-serving commercial uses on 135.40 acres. This phase would include a 20-acre stormwater basin (hereinafter “**Phase 2**”).
- **Northwest Area (Phase 3):** 1,136,000 square feet of commercial retail, residential, and office uses on 66.60 acres (hereinafter “**Phase 3**”).

D. Development Approvals. The following development approvals (“**Development Approvals**”) affecting the Subject Property have been previously approved by the City or will be approved concurrently with this Agreement:

1. Certification of a Final Environmental Impact Report (“EIR”), including project-specific mitigation measures adopted by the City Council. (Resolution 2013-44R.
2. Approval of Zone change and annexation of the subject property by Certificate of Completion, Fresno County Local Agency Formation Commission dated November 9, 2017.
3. Tentative Parcel Map No. 2007-0012 (the “Tentative Parcel Map”) approved by Resolution 2013-44R (**Exhibit E**).

E. Subsequent Development Approvals. In addition to the Development Approvals, the development of the Subject Property will require various additional future land use and construction approvals from the City to implement the Development Approvals (“**Subsequent Development Approvals**”). Subsequent Development Approvals may include but are not limited to: parcel maps (vesting or otherwise), conditional use permits, site plans and building permits.

F. Voluntary Agreement. This Agreement is voluntarily entered into by the Developer in order to implement the Project and in consideration of the rights conferred and the procedures specified herein for the development of the Subject Property. This Agreement is voluntarily entered into by the City in the exercise of its legislative discretion in order to implement the Project, and in consideration of the agreements and undertakings of the Developer hereunder.

G. Project Provides Substantial Benefits. This Agreement furthers the public health, safety and general welfare, and the provisions of this Agreement are consistent with the General Plan. For the reasons recited herein, the City and Developer have determined that the Project is a development for which this Agreement is appropriate. This Agreement will eliminate uncertainty regarding Development Approvals and Subsequent Development Approvals, thereby encouraging planning for, investment in and commitment to use and develop the Subject Property. Continued use and development of the Subject Property is anticipated to, in turn, provide the following substantial benefits and contribute to the provision of needed infrastructure for area growth, thereby achieving the goals and purposes for which the Development Agreement Law was enacted (the “**Public Benefits**”):

1. Provide for the development of agricultural land that has fallen out of production.
2. Provide increased tax revenues for the City.
3. Provide for jobs and economic development in the City.
4. Provide infrastructure improvements that can be utilized by regional users and future users.
5. To help prevent leakage of sales to other communities, and provide greater economic activity within the City.
6. Meet the goals of the General Plan to put activity centers in areas that will reduce vehicle trips and serve all segments of the City.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Developer (each herein sometimes called a “**Party**” and jointly the “**Parties**”) hereby agree as follows:

ARTICLE I

GENERAL PROVISIONS

100. Property Description and Binding Covenants. The Subject Property is that property described in **Exhibit A**. The Developer represents that it has a legal or equitable interest in the Subject Property and that all other persons holding legal or equitable interests in the Subject Property (excepting owners or claimants in easements) are bound by this Agreement. It is intended and determined that the provisions of this Agreement shall constitute covenants which shall run with the Subject Property, and the burdens and benefits hereof shall bind and inure to all successors in interest to the Parties. The Developer hereby warrants that any and all parties having record title interest at the time of execution of this Agreement in the Subject Property which may ripen into a fee have subordinated to this Agreement and that all such instruments of subordination, if any, are attached hereto and made a part of this Agreement. To the extent there exists any area of the Subject Property have has not yet been annexed to the City, said property shall be so annexed prior to expiration of the term of this Agreement as the same may be amended and the duration extended pursuant to the terms of Section 601 of this Agreement.

101. Vested Rights. Developer shall have a vested right to develop the Subject Property for the period this Agreement is in effect in accordance with the Development Approvals, Subsequent Development Approvals, the provisions of this Agreement and Applicable Rules (as defined in Section 103.1). To the extent not otherwise provided in this Agreement, the conditions of approval and mitigation measures in the Development Approvals related to dedications and reservation of easements are intended to meet the requirements of Government Code section 65865.2 related to a development agreement providing a provision for the reservation or dedication of land for a public purpose.

102. Permitted Uses. The permitted uses and the density and intensity of use of the Subject Property; the maximum height, bulk and size of the proposed buildings; provisions for reservation or dedication of land for public purposes and the location of public improvements; the general location of public utilities; and other terms and conditions of development applicable to the Project, shall be as set forth in the Project Approvals and, as and when they are issued (but not in any limitation of any right to develop as set forth in the Development Approvals), any Subsequent Development Approvals.

103. Rules, Regulations and Official Policies.

103.1 Applicable Rules, Regulations and Official Policies. For the term of this Agreement, the rules, regulations, ordinances and official policies governing the permitted uses of land, density, design, improvement and construction standards and specifications applicable to the development of the Subject Property shall be the “**Applicable Rules**” as defined in this Section 103.1. The Applicable Rules are defined as those rules, regulations, and official policies

set forth in (i) the Development Approvals; (ii) this Agreement (including Exhibits); and (iii) with respect to matters not addressed by these documents, those rules regulations, official policies, standards and specifications in force on the date of this Agreement, to the extent not inconsistent with the Development Approvals and this Agreement. The Applicable Rules shall also include, any changes in the General Plan, City of Selma Zoning Ordinance (“**Zoning Ordinance**”) or any future rules, ordinances, regulations or policies adopted by the City which are made applicable by the provisions of Section 103.2.

Except as otherwise provided in this Agreement, to the extent any future changes in the General Plan, Zoning Ordinance or any future rules, ordinances, regulations or policies adopted by the City purport to be applicable to the development of the Subject Property but are inconsistent with the terms and conditions of this Agreement, the terms of this Agreement shall prevail, unless the parties mutually agree to amend or modify this Agreement pursuant to Section 601.

To the extent not otherwise provided in this Agreement, the requirements of the Applicable Rules shall fulfill the requirements of Government Code section 65865.2 related to the agreement specifying allowed uses, allowed density and intensity of uses and maximum height and size of proposed buildings.

103.2 Changes in State or Federal Law. This Section shall not preclude the application to the development of the Subject Property of changes in City laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in state or federal laws or regulations. In the event state or federal laws or regulations enacted after the date of this Agreement, or action by any governmental jurisdiction other than the City required by state or federal laws, prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the City, then the Parties shall meet and confer in good faith to determine the feasibility of modifying, extending or suspending one or more provisions of this Agreement as may be necessary to comply with such state or federal laws or regulations or the regulations of such other governmental jurisdiction required by state or federal laws.

To the extent that any actions of federal or state agencies (or actions of regional and local agencies, including the City, required by federal or state laws) have the effect of preventing, delaying or modifying development of the Subject Property, the City shall not in any manner be liable for any such prevention, delay or modification of said development. The Developer is required, at its cost and without cost to or obligation on the part of the City, to participate in such regional or local programs and to be subject to such development restrictions as may be necessary or appropriate by reason of such actions of federal or state agencies required by federal or state laws (or such actions of regional and local agencies, including the City, required by federal or state laws).

104. Moratorium, Initiatives and Conflicting Enactments. To the extent allowed by applicable law (and excepting a declaration of a local emergency or state emergency as defined in Government Code section 8558), if any ordinance, resolution or other measure is enacted subsequent to the Effective Date, whether by action of City, by initiative, referendum, or otherwise, that imposes a building moratorium, a limit on the rate of development, or a voter-approval requirement which would otherwise affect the timely development of the Project or Development Approvals on all or any part of the Subject Property (“City Law”), City agrees that such ordinance, resolution or other measure shall not apply to the Subject Property, this Agreement, the Development Approvals, or the Subsequent Development Approvals, if any, during the Term.

105. Life of Development Approvals or Subsequent Development Approvals. The Term of this Agreement, any other Development Approval or Subsequent Development Approval shall not include any period of time during which any applicable development or utility moratorium, lawsuit or the actions of other public agencies that regulate land use, delays construction of the Project, to the extent allowed by applicable law.

106. City’s Reservation of Authority. The Parties further acknowledge and agree that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions contained in this Agreement are intended to reserve to the City all of its police power and/or statutory or other legal powers or responsibilities that cannot be so limited. This Agreement shall be construed to reserve to the City all such power and authority which cannot be restricted by contract, including compliance with the California Environmental Quality Act (CEQA). Nor shall this Agreement be construed to limit the authority or obligation of the City to hold necessary public hearings, to limit the discretion of the City or any of its officers or officials with regard to rules, regulations, ordinances, laws, and entitlement of use which require the exercise of discretion by the City or any of its officers or officials.

107. Term. The term of this Agreement shall commence upon the effective date of the ordinance approving this Agreement, which shall be recorded with the County Recorder and shall extend for a period of fifteen (15) years.

108. Recordation of Development Agreement. Pursuant to California Government Code section 65868.5, no later than ten (10) days after City enters into this Agreement, the City Clerk shall record an executed copy of this Agreement in the Official Records of the County of Fresno.

109. Assignment of Interests, Rights and Obligations. Developer may transfer or assign all or any portion of its interests, rights or obligations under this Agreement, the Project Approvals or Subsequent Approvals to third parties acquiring an interest or estate in the Project Site or any

portion thereof including, without limitation, purchasers or ground lessees of lots, parcels or facilities.

ARTICLE II

DEVELOPER OBLIGATIONS

200. Development Impact Fees. Except as otherwise specifically set forth in this Article 3 or otherwise herein, Developer shall only pay to City those legally enforceable development impact fees and exactions which are in effect as of the Effective Date. Further, in the event Developer applies for multiple grading or building permits covering portions or phases of the Project, Developer shall only pay those development impact fees (or prepare such study or studies) applicable to the portion or phase of the Project covered by the issued permit. However, during the Term of this Agreement, except as specifically set forth in this Agreement or the Project Approvals, Developer shall pay those periodic cost of living or similar indexed increases, decreases or adjustments to such fees and exactions as are applicable and in effect at the time such fees or exactions would otherwise be payable to City.

201. Traffic Mitigation Measures; Traffic Impact Fees. Developer shall be obligated to mitigate the traffic related impacts of the Project in conformance with the development approvals.

202. Processing Fees; Permit Fees.

202.1 Building Permit. Developer shall pay to City building permit fees in accordance with the City's building permit ordinance in effect at the time the applicable building permit is granted by City.

202.2. Processing Fees. Developer shall pay to City the City's reasonable application processing fees for the Project in accordance with the City's fee schedule in effect at the time Developer submits the applicable Project application for processing.

203. Timing of Development. Developer shall reasonably diligently pursue the development of Project in such phases and sequence as Developer determines in its sole discretion. In light of the foregoing and except as set forth in this section, the Parties agree that Developer shall be able to develop in accordance with Developer's own time schedule as such schedule may exist from time to time, and Developer shall determine which part of the Subject Property to develop in which sequence, and at Developer's chosen schedule. In particular, and not in limitation of any of the foregoing, since the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal.3d 465, that the failure of the parties therein to consider and expressly provide for the timing of development resulted in a later-adopted initiative restricting the timing

of development to prevail over such parties' agreement, it is the parties' desire to avoid that result by acknowledging that Developer shall have the right to develop the Project in such order and at such rate and at such times as Developer deems appropriate within the exercise of its subjective business judgment.

Nothing in this Agreement shall exempt Developer from completing work required by a subdivision agreement, road improvement agreement or similar agreement for public improvements or similar agreements in accordance with the terms thereof.

ARTICLE III **CITY OBLIGATIONS**

301. Availability of Public Services. To the maximum extent permitted by law and consistent with its authority, City shall cooperate with Developer in reserving capacity for sewer, water and any other services as may be necessary to serve the Project.

302. Developer's Right to Rebuild. City agrees that Developer may renovate or rebuild the Subject Property within the Term of this Agreement should it become necessary due to natural disaster, changes in seismic requirements, or should the buildings located within the Subject Property become functionally outdated, within Developer's sole discretion, due to changes in technology. Any such renovation or rebuilding shall be subject to the square footage and height limitations vested by this Agreement, and shall comply with the Development Approvals, the building codes existing at the time of such rebuilding or reconstruction, and the requirements of CEQA.

303. Processing Subsequent Development Approvals. The Subsequent Development Approvals shall be deemed tools to implement those final policy decisions reflected by the Development Approvals and shall be issued by City so long as they comply with this Agreement and Applicable Law and are not inconsistent with the Development Approvals.

ARTICLE IV **MORTGAGE PROTECTION & ESTOPPEL CERTIFICATES**

400. Mortgagee Protection. This Agreement shall be superior and senior to any mortgage, deed of trust, sale and leaseback arrangement, assignment of leases and rents, synthetic lease, other lease financing, or other transaction in which the Subject Property or a portion thereof, or any interest therein, is pledged as security ("Mortgage").

401. Estoppel Certificates. Either party may, at any time, and from time to time, deliver written notice to the other party requesting such party to certify in writing that, to the actual knowledge of the certifying party: (1) this Agreement is in full force and effect and a binding

obligation of the parties, (2) this Agreement has not been amended or modified either orally or in writing (or else identifying any such amendments or modifications), and (3) the requesting party is not in default in the performance of its obligations under this Agreement (or else describing the nature and amount of any such defaults). A party receiving a request hereunder shall execute and return such certificate within 30 days following the receipt thereof. The City acknowledges that a certificate hereunder may be relied upon by transferees and Mortgagees.

ARTICLE V

REIMBURSEMENT FOR, AND FINANCING OF, CERTAIN IMPROVEMENTS

500. Site Improvements. Except as otherwise provided in this section, Developer shall bear all costs to design and construct the improvements required by the Development Approvals, and shall fund and complete construction of such Site Improvements in accordance with the Development Approvals. The City and Developer intend that the design and construction of the Site Improvements be, at Developer's option, (a) at Developer's direct expense, or (b) if appropriate, as to particular Site Improvements designated by Developer from time to time, financed by one or more Financing Mechanisms which will encompass the Property and, to the extent other property owners are interested or benefit, such other property. The City agrees, at Developer's request, to cause one or more Financing Mechanisms to be created to finance the design and construction of Site Improvements designated by Developer (which particular Site Improvements, as a result of receiving such financing, shall become Public Facilities) in accordance with the procedures governing creation of such entities. Developer consents to formation of the Financing Mechanism(s) and to assessments or taxes allocated to the Subject Property by the Financing Mechanism(s) in the manner provided by law. Developer agrees to have each parcel within the Subject Property that is served or benefited by the Public Facilities to be financed by such Financing Mechanisms included within or later annexed into the Financing Mechanism(s) as necessary to fund the particular improvement. Developer agrees to cooperate with and use its best efforts to assist the City in the formation of the Financing Mechanism(s) and in each Financing Mechanism's performance of its responsibilities on behalf of the City. Site Improvements include, but are not limited to, improvements to highways, streets and related infrastructure to be improved in accordance with the Development Approvals.

Once the Public Facilities whose design and construction was, pursuant to this section, financed with one or more Financing Mechanisms are constructed, the City shall, subject to the City Council's approval, which shall not to be unreasonably withheld or delayed, accept on its own behalf or on behalf of the applicable Financing Mechanism dedication of such Public Facilities unless a District agrees to do so.

The City or a District shall on its own behalf or on behalf of the applicable Financing Mechanism accept responsibility for their subsequent maintenance, repair and improvement.

The City agrees that Developer shall not bear any other costs of operation and maintenance of these Public Facilities although Developer may offer to contract to operate or maintain the same.

For those Site Improvements whose design and construction is not financed with one or more Financing Mechanisms, it is the intent of the Parties that, once construction is complete, the ongoing operational and maintenance expenses of such Site Improvements shall be, at Developer's option, financed by one or more property owners' associations established by Developer or sold to and financed by one or more Financing Mechanisms. If Developer elects to finance these expenses using one or more Financing Mechanisms, then the City agrees to accept, on its own behalf or on behalf of the applicable Financing Mechanism(s), dedication of such Site Improvements (which particular Site Improvements thereby become Public Facilities) and responsibility for their subsequent maintenance in accordance with the terms this Section.

Upon written request of the City, Developer will advance amounts necessary to pay all costs and expenses of the City to evaluate and structure any Financing Mechanism, to the end that the City will not be obligated to pay any costs related to the formation or implementation of any Financing Mechanism from its own general funds. City staff will provide the Developer with a preliminary budget for such costs, and will advise Developer from time to time as to any necessary modifications to that budget or any other source of City revenue.

Any public financing shall be secured by assessments or special taxes or fees levied within the respective District, proceeds of the bonds issued that are placed in a bond fund, reserve fund or other such fund for the financing and investment earnings thereon. The City's general fund shall not be pledged to the repayment of any such public financing.

The payment of actual initial and annual administrative costs of the City to be incurred in connection with any Financing Mechanism shall be adequately assured, through the inclusion in any assessment or special tax methodology of appropriate provision for such costs as reasonably estimated by the City, to ensure that the City's general fund shall not be called upon to provide for initial or any annual administrative costs related to any Financing Mechanism.

501. Design of the Site Improvements. All Site Improvements shall be designed and constructed in accordance with the City's standards for public improvements on the Subject Property as modified by the Development Approvals, or if not explicitly set forth in the Development Approvals, in accordance with standards consistent therewith.

502. Traffic Assessment District. As part of the Mitigation Measures imposed by the Mitigation and Monitoring Program certified as part of the EIR for this Project, prior to recordation of a final map for Phase I, the Project applicant and the City of Selma shall establish a Community Facilities Financing District or other financing mechanism to fund transportation improvements, to the extent allowed by applicable law.

ARTICLE VI
MISCELLANEOUS PROVISIONS

600. Amendment of Agreement. This Agreement may be amended from time to time, in whole or in part, by mutual written consent of the parties hereto or their successors in interest, as follows:

600.1. Administrative Agreement Amendments. Any amendment to this Agreement which does not substantially affect: (i) the Term of this Agreement, (ii) permitted uses of the Subject Property, (iii) provisions for the reservation or dedication of land, (iv) conditions, terms, restrictions or requirements for subsequent discretionary actions, (v) the density or intensity of use of the Subject Property or the maximum height or size of proposed buildings, or (vi) monetary contributions by Developer, and shall not, except to the extent otherwise required by law, require notice or public hearing before the parties may execute an amendment hereto. Such amendment may be approved by the Planning Director who shall make the determination in the context of the overall Project.

600.2. Amendment Exceptions. No amendment of a Development Approval or Subsequent Development Approval shall require an amendment to this Agreement. Instead, any such amendment automatically shall be deemed to be incorporated into the Project and vested under this Agreement.

601. Cooperation in Event of Legal Challenge. In the event of an administrative, legal or equitable action or other proceeding instituted by any person not a party to this Agreement challenging the validity of this Agreement or any Development Approval or Subsequent Development Approval, the Parties shall cooperate in defending such action or proceeding. The Parties shall use best efforts to select mutually agreeable legal counsel to defend such action, and Developer shall pay compensation for such legal counsel.

602. Defaults. In the event City or Developer defaults under the terms of this Agreement, City or Developer shall have all rights and remedies provided under law.

603. Periodic Review. The City Manager shall, at least every twelve (12) months during the term of this Agreement, review the extent of good faith substantial compliance by the Developer with the terms and conditions of this Agreement.

Failure of the City to conduct an annual review shall not constitute a waiver by the City of its rights to otherwise enforce the provisions of this Agreement; nor shall the Developer have or assert any defense to such enforcement by reason of any such failure to conduct an annual review.

604. Project as a Private Undertaking. It is specifically understood and agreed by and between the Parties hereto that the development of the Subject Property is a separately undertaken private development and that the contractual relationship created hereunder between the City and Developer is such that Developer is an independent contractor and is not an agent of the City. None of the terms or provisions of this Agreement shall be deemed to create a partnership or joint venture between the City and Developer or to provide third party beneficiary rights to any person or entity not a Party hereto. The only relationship between the City and the Developer is that of a governmental entity regulating the development of private property and the owner of such private property.

605. Waiver of Provisions. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. No waiver of any right or remedy with respect to any occurrence or event shall be deemed a waiver of any other occurrence or event.

606. Time of Essence. Time is of the essence of each provision of this Agreement of which time is an element.

607. California Law. This Agreement shall be construed and enforced in accordance with California Law.

608. Attorneys' Fees. In any legal action or other proceeding brought by either party to enforce or interpret a provision of this Agreement, the prevailing party is entitled to reasonable attorney's fees and any related costs incurred in that proceeding in addition to any other relief to which it is entitled.

609. Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the parties.

610. Covenants Running With the Land. All of the provisions contained in this Agreement shall be binding upon the parties and their respective heirs, successors and assigns, representatives, lessees, and all other persons acquiring all or a portion of the Project, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions contained in this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to California law *including, without limitation, California Civil Code section 1468.*

611. Notices. All formal notices required by this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid, to the principal offices of the City and the Developer with copies sent as set forth below. The addresses of the parties as of the date hereof are as set forth below. Such written notices, demands, correspondence and communication may be directed in the same manner to such other persons and addresses as either party may from time to time designate in writing. The Developer shall give written notice to the City, within ten (10) days after the close of escrow, of any sale or transfer of any portion of the Subject Property and any assignment or partial assignment of this Agreement, specifying the name or names of the transferee, the transferee's mailing address, the legal description of the land sold or transferred, and the name and address of any person or entity to whom any notice relating to this Agreement shall be given with respect to such transferred portion of the Subject Property.

Notices required to be given to the City shall be addressed as follows:

Attention City Mayor
1710 Tucker Street
Selma, California 93662

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

Timothy Jones
Selma Crossings, LLC
265 E. River Park Circle, Suite 310
Fresno, California 93720

612. Entire Agreement, Counterparts and Exhibits. This Agreement is executed in two (2) duplicate counterparts, each of which is deemed to be an original.

IN WITNESS WHEREOF, the City and the Developer have executed this Agreement as of the date first set forth above.

CITY:

CITY OF SELMA
a Municipal Corporation

By: _____

DEVELOPER:

SELMA CROSSINGS, LLC, a Nevada limited liability company

By: CENTRAL PACIFIC VENTURES, LLC, a Nevada limited liability company, Manager

By: _____
Timothy Jones, Manager

APPROVED:

NEAL E. COSTANZO

City Attorney

By: _____

ATTEST:

REYNA RIVERA

City Clerk

By: _____
Deputy

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

March 19 2018

ITEM NO: 3.

SUBJECT: Consideration and Necessary Action on an appeal of the Planning Commission decision to deny the Conditional Use Permit for a Type 21 ABC License at 2440 McCall Avenue – public hearing.

DISCUSSION: The Planning Commission denied a Conditional Use Permit for a Type 21 ABC License– off site sale of Spirits for 2440 McCall Avenue, (El Mercado & Discount Center) Selma, CA. at their February 26, 2018 meeting.

On February 27, 2018, the Owner Parmjit Singh filed an appeal of the Planning Commission decision. The site currently has a Type 20 ABC license, which allows off site sale of Beer and Wine. Parmjit Singh is asking the City council to overturn the Planning Commission decision to deny Conditional use permit 2018-12.

RECOMMENDATION: The Planning Commission recommends the City Council affirm the Planning Commission decision to deny Conditional Use Permit 2018-12.

/s/ Henry Perea

Henry Perea, Interim City Manager

March 16, 2018

Date

**PLANNING COMMISSION
STAFF REPORT**

DATE: February 26, 2018

ITEM NO: **5.**

SUBJECT: The purpose of this agenda item is to hold a public hearing to consider a Conditional Use Permit to allow a Type 21 ABC license for the selling of Spirits at 2440 McCall Avenue (EL Mercado & Discount), Selma, CA.

DISCUSSION: The applicant Parmjit Singh is requesting a conditional use permit to sell spirits at his grocery store, at 2440 McCall Avenue, Selma, CA 93662 (APN: 389-181-18).

The owner currently has a Type 20 ABC license for the selling of Beer and Wine, and has a Type 21 ABC license that allows the selling of Spirits. The store's business hours are from 8:00 A.M. till 9:00 P.M. Monday through Sunday.

Selma Municipal Code requires an addendum to the current Conditional Use Permit to allow Spirits to be sold at the site.

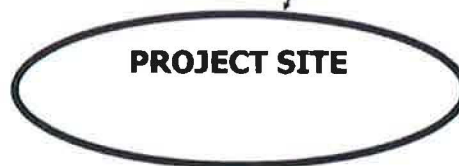
Staff has reviewed Environmental Assessment No. 2018-12 and found that Section 15301 of the California Environmental Quality Act provides that projects consisting of the operation of existing facilities involving negligible or no expansion of use beyond that previously existing may qualify as a Class 1 Categorical Exemption.

<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).
None		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: None Fund Balance:		None

RECOMMENDATION: Staff is presenting this item to the Planning Commission for their consideration and action.

 Bryant Hemby, Associate Planner	<u>2-22-18</u> Date
 Henry Perea, Interim City Manager	<u>2-22-18</u> Date

<i>Attachments</i>	<i>Page</i>
1. Location Map.....	3
2. Resolution, approving Conditional Use Permit for a Type 21 (General) ABC license for Spirits	4-7
3. Resolution, denying Conditional Use Permit for a Type 21 (General) ABC license for beer and wine.....	8 -9



LOCATION MAP

City of Selma GIS 2010

SUBMITTAL NO. 2010-0076:
Conditional Use Permit,
Environmental Assessment

(El Mercado & discount Center, 2440 McCall Avenue)



**CITY OF SELMA
COMMUNITY DEVELOPMENT DEPARTMENT**



RESOLUTION NO. 2018-4

**A RESOLUTION OF THE CITY OF SELMA PLANNING
COMMISSION DENYING CONDITIONAL USE PERMIT
AND ENVIRONMENTAL NO. 2018-12**

**ABC LICENSE TYPE 21 GENERAL ABC LICENSE
2440 MCCALL AVE, SELMA CA 93662**

WHEREAS, on February 26, 2018, Selma Planning Commission, at a regularly scheduled meeting considered a Conditional Use Permit application filed by Parmjit Singh, for the purpose of serving alcoholic beverages in a at 2440 McCall Avenue, Selma, CA 93662 (APN: 389-171-18); and

WHEREAS, the public hearing was noticed in accordance with all applicable state and local laws; and

WHEREAS, the Selma Planning Commission conducted a public hearing, as heretofore specified, and considered the proposal and the Planning Division Staff Report together with all public testimony of interested parties; and

WHEREAS, the Planning Commission, as the lead agency, examined the whole record and considered Environmental Assessment No. 2018-12 and found that Section 15301 of the California Environmental Quality Act provides that projects consisting of the operation of existing facilities involving negligible or no expansion of use beyond that previously existing may qualify as a Class 1 Categorical Exemption.

WHEREAS, the Selma Planning Commission deliberated and prepared its Findings for denying Conditional Use Permit No. 2018-12 which are stated and included in this Resolution.

FINDINGS:

1. The Planning Commission finds that the proposed Conditional Use Permit is not consistent with the Selma General Plan because it does not further the goals of the Selma General Plan Land Use Element.
2. The Planning Commission finds that the proposed Conditional Use Permit will not provide a stable and diverse community, and is consistent with orderly physical development of the community and is not detrimental to the health, safety, and general welfare of the City.

WHEREAS, the Planning Commission, having made its Findings for denial of Conditional Use Permit No. 2018-12.

NOW, THEREFORE, BE IT RESOLVED, that the City of Selma Planning Commission hereby takes the following actions:

1. That the foregoing recitals and findings are true and correct and incorporated by this reference as though fully set forth at this point.
2. The Planning Commission denies Conditional Use Permit No. 2018-12 subject to the Findings of Fact, and made a part of this Resolution.

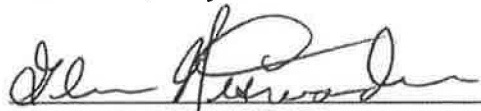
The foregoing Resolution was duly approved by the Selma Planning Commission at a regular meeting held on the 26th day of February 2018 by the following vote, to wit:

AYES: COMMISSIONERS: Serimian, Coury, Singh, Niswander

NOES: COMMISSIONERS: 0

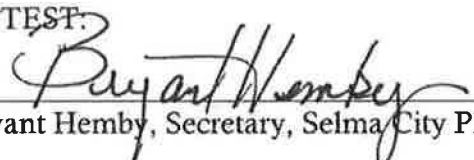
ABSTAIN: COMMISSIONERS: 0

ABSENT: COMMISSIONERS: Gonzalez, Trujillo



GLENN NISWANDER CHAIRMAN
OF THE PLANNING COMMISSION

ATTEST:



Bryant Hemby, Secretary, Selma City Planning Commission

RESOLUTION NO. 2018-__R

**A RESOLUTION OF THE SELMA CITY COUNCIL
AFFIRMING THE PLANNING COMMISSION DECISION TO DENY
CONDITIONAL USE PERMIT NO. 2018-12, TO ALLOW A TYPE 21 LICENSE**

2440 MCCALL AVENUE, SELMA CA. 93662

WHEREAS, on March 19, 2018, the Selma City Council, at a regularly scheduled meeting, considered the appeal by Parmjit Singh, of the Planning Commission decision to deny Conditional Use Permit 2018-12, to allow a Type 21 ABC license at 2440 McCall Avenue, Selma, CA (APN: 389-171-18); and

WHEREAS, the Planning Commission recommended denying Conditional Use Permit 2018-12, at their February 26, 2018 meeting.

WHEREAS, the City Council conducted a public hearing, noticed in accordance with all State and local laws, and considered the Planning Division Staff Report, and all public testimony presented for the project prior to finalizing their recommendation; and

WHEREAS, after careful consideration of the request, information and materials presented, and the related regulations contained in Title XI, Chapter 16, Section 6 (B), the City Council affirms the Planning Commission decision to deny Conditional Use Permit No. 2018-12; and

WHEREAS, the City Council examined and considered Environmental Assessment, and finds that the project is consistent with the objectives and policies of the General Plan of the City of Selma. The City Council finds that the project is exempt under CEQA pursuant to Section 15061(b)(3) General Rule of the California Environmental Quality Act; and

WHEREAS, the City Council determines that the following findings of fact for affirming the Planning Commission decision denying Conditional Use Permit No. 2018-12, included in this Resolution can be made based on the reports, evidence and verbal presentations:

FINDINGS:

1. The Public Health, Safety and General Welfare can be best served by the denial of Conditional Use Permit No. 2018-12.

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

1. The above findings are supported by the record and presentation to the City Council.
2. The Selma City Council affirms the action taken by the Planning Commission to deny Conditional Use Permit No.2018-12.

The foregoing Resolution was duly approved by the Selma City Council at a regular meeting held on the 19th day of, March 2018, by the following vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

JIM AVALOS
MAYOR OF THE CITY OF SELMA

ATTEST:

Reyna Rivera
City of Clerk of the City of Selma

RESOLUTION NO. 2018-__R

**A RESOLUTION OF THE SELMA CITY COUNCIL
OVERTURNING THE PLANNING COMMISSION DECISION DENYING
CONDITIONAL USE PERMIT 2018-12 TO ALLOW A TYPE 21 ABC LICENSE AT
2440 MCCALL AVENUE, SELMA CA. 93662**

WHEREAS, on March 19, 2018, the Selma City Council, at a regularly scheduled meeting, considered the appeal by Parjit Singh, of the Planning Commission decision to deny Conditional Use Permit 2018-12, to allow a Type 21 ABC license at 2440 McCall Avenue, Selma, CA (APN: 389-171-18); and

WHEREAS, the Planning Commission recommended denying of Conditional Use Permit 2018-12, at their February 26, 2018 meeting.

WHEREAS, the City Council conducted a public hearing, noticed in accordance with all State and local laws, and considered the Planning Division Staff Report, and all public testimony presented for the project prior to finalizing their recommendation; and

WHEREAS, after careful consideration of the request, information and materials presented, and the related regulations contained in Title XI, Chapter 16, Section 6(B), the City Council reverses the Planning Commission decision to denying the proposed Zone Variance; and

WHEREAS, the City Council examined and considered Environmental Assessment, and finds that the project is consistent with the objectives and policies of the General Plan of the City of Selma. The City Council finds that the project is exempt under CEQA pursuant to Section 15061(b)(3) General Rule of the California Environmental Quality Act; and

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

FINDINGS:

1. The site for the proposed use is adequate in size and shape to accommodate the proposed use.
2. The site for the proposed use does not relate to streets or highways, but streets and highways used to access the site are adequate in width and pavement type to carry the quantity and kind of traffic, if any, generated by the proposed use.
3. The proposed use will have no adverse effect on property within a three hundred foot (300') radius of the proposed use.

4. The conditions, if any, proposed by a resolution submitted to the Planning Commission in connection with its consideration of this application are imposed and are deemed necessary to protect the public health, safety and general welfare.
5. The proposed use is consistent with the Selma General Plan and applicable land use plans.

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

1. The above findings are supported by the record and presentation to the City Council.
2. The Selma City Council reverses the action taken by the Planning Commission and approves Conditional Use Permit No. 2018-12 to allow a Type 21 ABC License at 2440 McCall Avenue.

The foregoing Resolution was duly approved by the Selma City Council at a regular meeting held on the 19th day of, March 2018, by the following vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

JIM AVALOS
MAYOR OF THE CITY OF SELMA

ATTEST:

Reyna Rivera
City of Clerk of the City of Selma

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

March 19, 2018

ITEM NO:

4.

SUBJECT: Consideration and Necessary Action on Adopting an Approving a Development Agreement between the City and Karamjit Singh Nijjar- Vesting Tentative Tract Map 5519- Public Hearing and Adoption

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

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

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

RECOMMENDATION: Hold Public Hearing and consider adoption of an Ordinance Approving a Development Agreement related to Tract 5519.

/s/ Neal E. Costanzo
Neal E. Costanzo, City Attorney

March 14, 2018
Date

/s/ Henry Perea
Henry Perea, Interim City Manager

March 14, 2018
Date

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2. Effective date and Posting of Ordinance: This Ordinance shall take effect and be enforce thirty (30) days from and after the date of passage. The City Clerk of the City of Selma shall cause this Ordinance to be published at least once within fifteen (15) days after its passage in the Selma Enterprise with the names of those City Council Members voting for and against the Ordinance.

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

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

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

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Mayor of the City of Selma

ATTEST:

Reyna Rivera, City Clerk

RECORDING REQUESTED BY:
AND WHEN RECORDED MAIL TO:

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

DEVELOPMENT AGREEMENT - VESTING TENTATIVE TRACT MAP NO.5519

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

1. RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. DEFINITIONS

In this Agreement, unless the context otherwise requires:

2.1 "Agreement" means this Development Agreement.

2.2 "CEQA" means the California Environmental Quality Act.

2.3 "City" means the City of Selma, California.

2.4 "City Manager" means the person holding the office of City Manager of City.

2.5 "Conditions of Approval" means all conditions attached to the Project Approvals and Subsequent Approvals.

2.6 "Default" has the meaning given in Section 11.1.

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

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

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

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

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

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

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

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

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

3. EXHIBITS

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

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

4. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

5. AMENDMENT OR CANCELLATION OF AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. CONFLICTS OF LAW

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

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

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

7. DEVELOPMENT OF REAL PROPERTY

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

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

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

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

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

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

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

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

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

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

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

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

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

8. ENVIRONMENTAL COMPLIANCE

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

8.1.2 Environmental Findings.

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

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

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

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

(iv) City has determined that completion of the Project in the manner contemplated will itself provide the mitigation measure needed to alleviate short run and long run potential adverse environmental impacts, and that the public benefits of the Project {00016436.DOCX;1}

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

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

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

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

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

8.2 Cooperation-Implementation.

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

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

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

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

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

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

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

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

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

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

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

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

9. DEVELOPMENT AGREEMENT

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

10. FEES/REIMBURSEMENT

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

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

11. DEFAULT, REMEDIES AND TERMINATION

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

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

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

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

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

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

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

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

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

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

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

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

11.6 Applicable Laws.

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

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

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

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12. MISCELLANEOUS PROVISIONS

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

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

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

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

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

[Remainder of Page Intentionally Left Blank]

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

CITY:

DEVELOPER:

CITY OF Selma,
A Municipal Corporation

Karamjit singh Nijjar

By: _____
Mayor of the City of Selma

By: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Neal E. Costanzo
City Attorney

By: _____
Attorney for _____

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EXHIBIT A

LEGAL DESCRIPTION OF THE REAL PROPERTY

00016420.WPD;1



SUBJECT PROPERTY

Submittal No. 2005-0045

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



N

**CITY OF SELMA
COMMUNITY DEVELOPMENT DEPARTMENT**

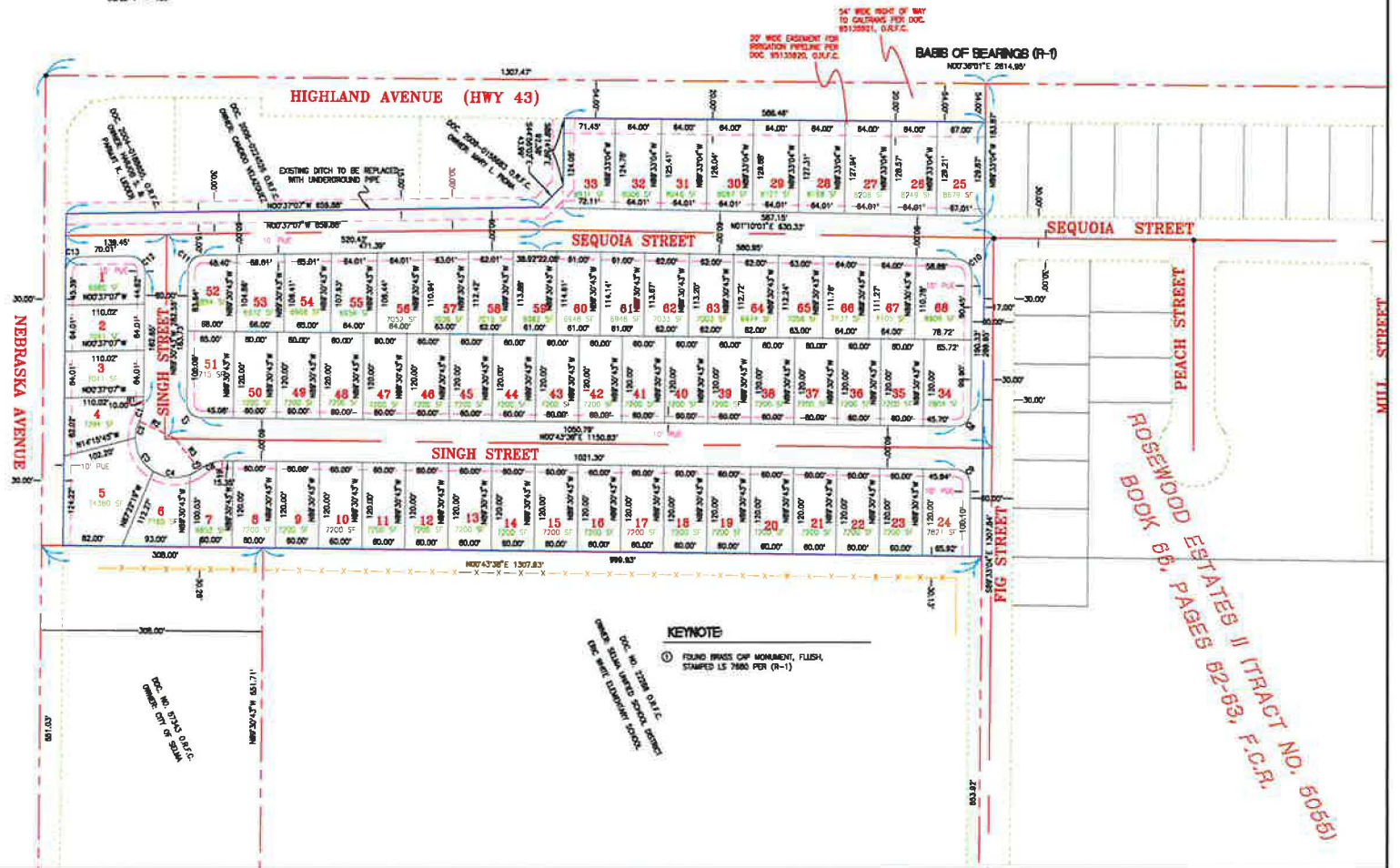


LEGEND:

- PUE PROPOSED UTILITY EASEMENT
- F.C.R. FRESNO COUNTY RECORD
- FOUND MONUMENT
- ▲ NOW OFFERED FOR DEDICATION FOR PUBLIC STREET AND UTILITY PURPOSES
- ▲ PREVIOUSLY DEDICATED FOR PUBLIC STREET AND UTILITY FOR R-1
- INDICATES SURVEY PARCEL BOUNDARY
- INDICATES EXISTENT LINE
- INDICATES EXISTENT LINE
- (R-1) DATA RECORD FOR TRACT 5519 RECORDED IN VOLUME 72 AT PAGES 23-25, F.C.R.



CURVE	LENGTH	RADIUS	DELTA
C1	25.00	55.00	267.37
C2	34.62	55.00	225.11
C3	55.41	55.00	57.42
C4	52.88	55.00	52.24
C5	15.38	55.00	18.13
C6	34.27	55.00	37.36
C7	21.33	55.00	24.45
C8	31.21	55.00	30.16
C9	31.22	55.00	30.17
C10	31.13	55.00	29.85
C11	31.03	55.00	29.53
C12	31.00	55.00	29.44
C13	31.00	55.00	29.44
R1			907.29
R2			529.31
R3			107.89
R4			507.29



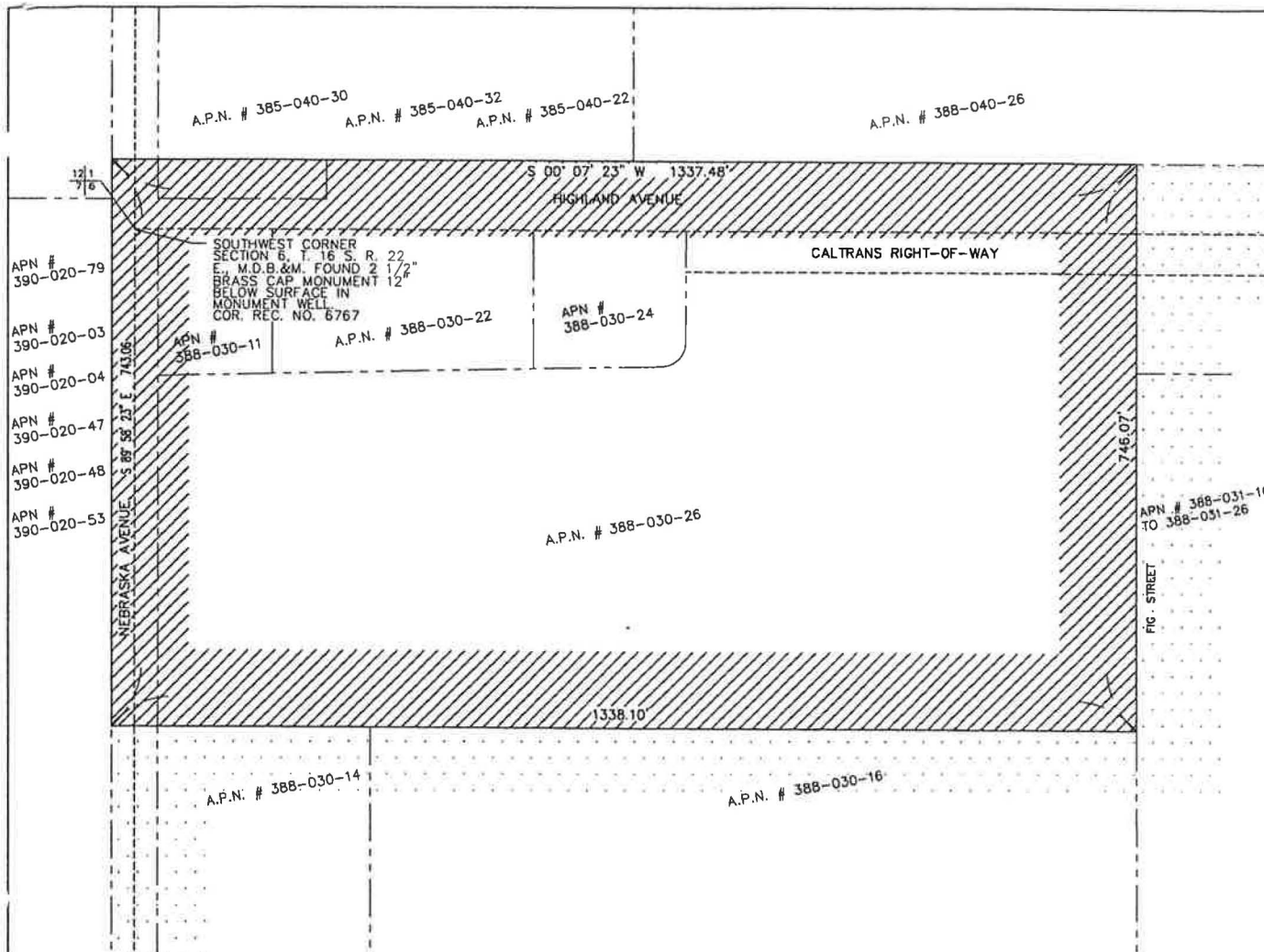
KEYNOTE

- ① FOUND BRASS CHIP MONUMENT, FLUSH, STAMPED LS 7885 PER (R-1)

TRACT 5519 NIJJAR ESTATES

IN THE COUNTY OF FRESNO, CALIFORNIA
SHEET 3 OF 3

ROSENWOOD ESTATES II (TRACT NO. 5055)
PAGES 62-63, F.C.R.



LEGEND

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

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

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

SCALE: 1" = 220'



RES. NO. _____ ADOPTED: _____

NEBRASKA - HIGHLAND

REORGANIZATION

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

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

FILE NO. _____

ANNEX. NO. _____

ACRES 22.87±

COUNCIL DISTRICT NO. _____

ALLOCATED TO COUNCIL DISTRICT NO. _____ AS PER
 COUNCIL DISTRICT MAP, _____

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

REVISED:

05-163...05163ANNEX2.DWG

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

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

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

EXHIBIT B

CITY OF SELMA RESOLUTION NO. 2006-14R

{00016436.DOCX;1}

RESOLUTION NO. 2006-14R

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

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

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

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

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

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

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

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

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

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

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

Planning Division

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

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

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

Building Division

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

Engineering Division

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

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

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

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

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

Fire Department

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

Selma Unified School District

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

Selma-Kingsburg-Fowler County Sanitation District

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

California Water Service Company

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

Caltrans

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

San Joaquin Valley Unified Air Pollution Control District

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

Consolidated Irrigation District

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

Consolidated Mosquito Abatement District

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

County of Fresno Human Health System - Environmental Health

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

California Regional Water Quality Control Board

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

CITY ATTORNEY - Defense and Indemnification Provisions:

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

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

Additional General Conditions:

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

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

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

* * * * *

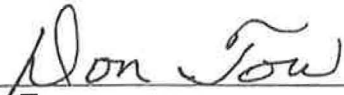
The foregoing Resolution No. 2006-14R is hereby approved the 21st day of February 2006 by the following vote, to wit:

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

NOES: 0 COUNCIL MEMBERS: None

ABSTAIN: 0 COUNCIL MEMBERS: None

ABSENT: 0 COUNCIL MEMBERS: None



Don Tow
Mayor of the City of Selma

ATTEST:

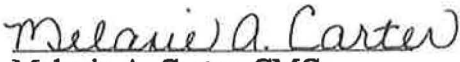

Melanie A. Carter, CMC
City Clerk

EXHIBIT C

FEE SCHEDULE

00016420.WPD;1

ENR Construction Index, Monthly

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY MANAGER'S/STAFF'S REPORT

REGULAR CITY COUNCIL MEETING DATE:

March 19, 2018

ITEM NO: 5.

SUBJECT: Consideration and Necessary Action on adoption of an Ordinance
Approving a Development Agreement Between the City and Weingart
Ronald (TE)/Weingart Sherri (TE) public hearing and adoption.

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

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

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

RECOMMENDATION: Hold Public Hearing and consider adoption of an Ordinance Approving a Development Agreement related to Tract 5601.

/s/ Neal E. Costanzo

Neal E. Costanzo, City Attorney

March 14, 2018

Date

/s/ Henry Perea

Henry Perea, Interim City Manager

March 14, 2018

Date

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2. Effective date and Posting of Ordinance: This Ordinance shall take effect and be enforce thirty (30) days from and after the date of passage. The City Clerk of the City of Selma shall cause this Ordinance to be published at least once within fifteen (15) days after its passage in the Selma Enterprise with the names of those City Council Members voting for and against the Ordinance.

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

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

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

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Mayor of the City of Selma

ATTEST:

Reyna Rivera, City Clerk

RECORDING REQUESTED BY:
AND WHEN RECORDED MAIL TO:

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

DEVELOPMENT AGREEMENT - VESTING TENTATIVE TRACT MAP NO.5601

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

1. RECITALS

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

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

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

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

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

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

2. GENERAL PROVISIONS

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

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

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

3. DEVELOPMENT OF REAL PROPERTY

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

4. MISCELLANEOUS PROVISIONS

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

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

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

[Remainder of Page Intentionally Left Blank]

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

CITY:

DEVELOPER:

CITY OF Selma,
A Municipal Corporation

By: _____
Ronald Weingart

By: _____
Mayor of the City of Selma

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Neal E. Costanzo
City Attorney

EXHIBIT A

CITY OF SELMA RESOLUTION NO. 2006-17R

RESOLUTION NO. 2006-17R

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

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

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

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

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

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

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

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

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

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

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

Planning Division

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

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

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

Building Division

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

Engineering Division

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

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

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

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

Fire Department

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

Selma Unified School District

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

Selma-Kingsburg-Fowler County Sanitation District

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

California Water Service Company

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

San Joaquin Valley Unified Air Pollution Control District

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

Consolidated Irrigation District

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

Consolidated Mosquito Abatement District

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

County of Fresno Human Health System - Environmental Health

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

California Regional Water Quality Control Board

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

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

CITY ATTORNEY - Defense and Indemnification Provisions

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

Additional Engineering Conditions

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

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

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

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

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

* * * * *

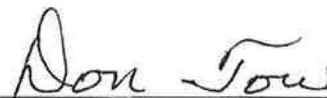
The foregoing Resolution No. 2006-17R is hereby approved the 21st day of February 2006 by the following vote, to wit:

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

NOES: 0 COUNCIL MEMBERS: None


ABSTAIN: 0 COUNCIL MEMBERS: None

ABSENT: 0 COUNCIL MEMBERS: None



Don Tow
Mayor of the City of Selma

ATTEST:



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

EXHIBIT C

FEE SCHEDULE

00016417.WPD;1

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

March 19, 2018

ITEM NO: 6.

SUBJECT: Consideration and Necessary Action on adoption of an Ordinance Approving a Development Agreement Between the City and Merigian Michael L (TE) – public hearing and adoption.

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

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

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

RECOMMENDATION: Hold Public Hearing and consider adoption of an Ordinance Approving a Development Agreement related to Tract 5640 Country View Estates No. 3.

/s/ Neal E. Costanzo

Neal E. Costanzo, City Attorney

March 14, 2018

Date

/s/ Henry Perea

Henry Perea, Interim City Manager

March 14, 2018

Date

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2. Effective date and Posting of Ordinance: This Ordinance shall take effect and be enforce thirty (30) days from and after the date of passage. The City Clerk of the City of Selma shall cause this Ordinance to be published at least once within fifteen (15) days after its passage in the Selma Enterprise with the names of those City Council Members voting for and against the Ordinance.

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

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

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

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Mayor of the City of Selma

ATTEST:

Reyna Rivera, City Clerk

RECORDING REQUESTED BY:
AND WHEN RECORDED MAIL TO:

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

DEVELOPMENT AGREEMENT - VESTING TENTATIVE TRACT MAP NO. 5640

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

1. RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

2. DEFINITIONS

In this Agreement, unless the context otherwise requires:

2.1 "Agreement" means this Development Agreement.

2.2 "CEQA" means the California Environmental Quality Act.

2.3 "City" means the City of Selma, California.

2.4 "City Manager" means the person holding the office of City Manager of City.

2.5 "Conditions of Approval" means all conditions attached to the Project Approvals and Subsequent Approvals.

2.6 "Default" has the meaning given in Section 11.1.

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

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

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

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

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

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

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

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

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

3. EXHIBITS

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

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

4. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

5. AMENDMENT OR CANCELLATION OF AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. CONFLICTS OF LAW

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

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

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

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

7. DEVELOPMENT OF REAL PROPERTY

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

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

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

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

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

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

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

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

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

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

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

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

8. ENVIRONMENTAL COMPLIANCE

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

8.1.2 Environmental Findings.

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

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

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

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

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

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

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

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

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

8.2 Cooperation-Implementation.

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

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

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

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

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

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

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

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

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

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

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

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

9. DEVELOPMENT AGREEMENT

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

10. FEES/REIMBURSEMENT

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

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

11. DEFAULT, REMEDIES AND TERMINATION

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

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

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

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

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

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

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

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

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

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

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

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

11.6 Applicable Laws.

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

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

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

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

12. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

CITY:

DEVELOPER:

CITY OF Selma,
A Municipal Corporation

By: _____
Mayor of the City of Selma

By: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Neal E. Costanzo
City Attorney

By: _____
Attorney for _____

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EXHIBIT A

LEGAL DESCRIPTION OF THE REAL PROPERTY

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PROJECT SITE

LOCATION MAP

City of Selma GIS 2005

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



**CITY OF SELMA
 COMMUNITY DEVELOPMENT DEPARTMENT**



SITE DATA

EXISTING USE: UNIMPROVED TO BE REDEVELOPED
 PROPOSED USE: SINGLE FAMILY RESIDENTIAL
 EXISTING ZONE: UNIMPROVED
 PROPOSED ZONE: R-1
 EXISTING UTILITY SOURCES: CALIFORNIA WATER SERVICE COMPANY
 PROPOSED WATER SOURCES: CALIFORNIA WATER SERVICE COMPANY
 EXISTING SEWAGE DISPOSAL: NONE
 PROPOSED SEWAGE DISPOSAL: NONE-SEWERSHED-ONLY COUNTY SANITATION DISTRICT

EXISTING STORM DRAINAGE: CITY OF SELMA
 EXISTING ROAD & ELEVATION: F.O.R.
 EXISTING TELEPHONE: NONE
 ADDRESS/POSTAL CODE: 95640-0000
 SOURCE OF DATA: ALLIANCE NORTH AND TOPOGRAHY SURVEY
 TOTAL AREA: 6.51 ACRES (UNIMPROVED & IMPROVED)
 TOTAL LOTS: 23
 MINIMUM LOT SIZE: 8120 S.F.

NOTES

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

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

PREPARED FOR:
MERIGIAN

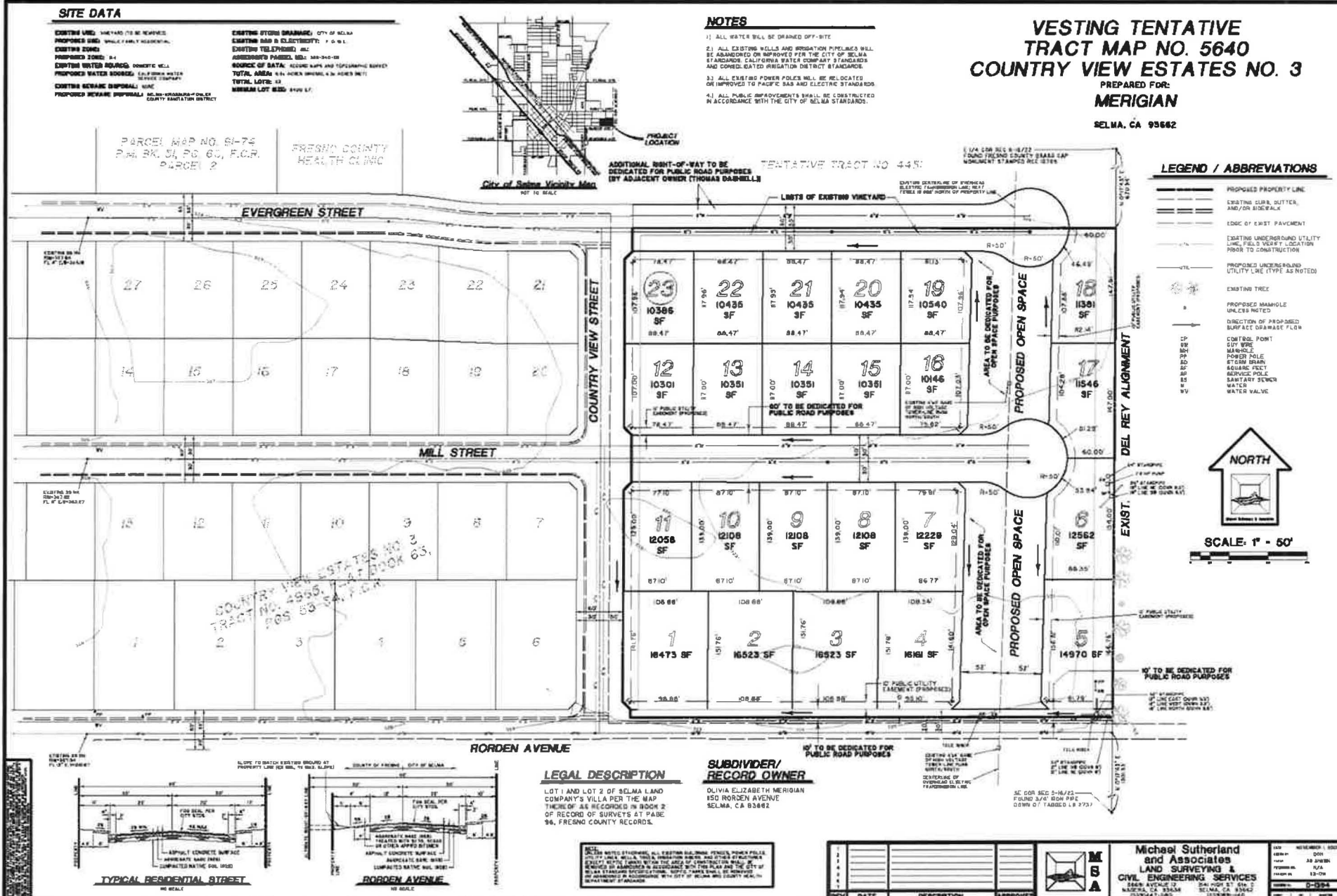
SELMA, CA 95642

LEGEND / ABBREVIATIONS

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



SCALE: 1" = 50'



LEGAL DESCRIPTION

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

SUBDIVIDER/RECORD OWNER

OLIVIA ELIZABETH MERIGIAN
 150 RORDEN AVENUE
 SELMA, CA 95642

SELMA WATER STATION, ALL EXISTING DRAINAGE, FLOOD, POWER POLES, CITY WATER, SELMA, AND A VARIETY OF OTHER UTILITIES SHALL BE ABANDONED OR IMPROVED PER THE CITY OF SELMA STANDARDS, CALIFORNIA WATER COMPANY STANDARDS AND COUNCIL-ATED IRRIGATION DISTRICT STANDARDS.

REV	DATE	DESCRIPTION	APPROVE



Michael Sutherland and Associates
 LAND SURVEYING &
 CIVIL ENGINEERING SERVICES
 1500 AVENUE D
 SELMA, CA 95642
 (559) 424-1144

DATE	NOVEMBER 1, 2008
BY	MSA
FOR	AS SHOWN
PROJECT	N/A
PROJECT NO.	12-08
SCALE	AS SHOWN
PROJECT	AS SHOWN

EXHIBIT B

CITY OF SELMA RESOLUTION NO. 2006-84R

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RESOLUTION NO. 2006- 84R

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

COUNTRY VIEW ESTATES NO. 3

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

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

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

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

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

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

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

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

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

Planning Division

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

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

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

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

Building Division

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

City Engineering Division

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

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

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

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

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

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

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

Fire Department

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

Police Department

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

Selma Unified School District

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

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

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

California Water Service Company (Cal Water)

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

San Joaquin Valley Unified Air Pollution Control District (SJVAPCD)

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

Consolidated Irrigation District

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

Consolidated Mosquito Abatement District

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

County of Fresno Human Health System - Environmental Health

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

California Regional Water Quality Control Board

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

Pacific Gas and Electric Company (PG&E)

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

CITY ATTORNEY - Defense and Indemnification Provisions:

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

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

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

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


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

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



DON TOW, MAYOR OF THE CITY OF SELMA

ATTEST:



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

EXHIBIT C

FEE SCHEDULE

00016418.WPD;1

ENR Construction Index, Monthly

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

March 19, 2018

ITEM NO:

7.

SUBJECT: Resolutions Related to Landscaping and Lighting Maintenance
District No. 1 (LLMD 1) for 2018-2019 fiscal year.

DISCUSSION: In May, 1984, the City of Selma formed LLMD No. 1. The District was formed to cover the costs for necessary maintenance of landscaped improvements on Nelson Boulevard. Since that time, additional areas and landscaped improvements have been annexed to the District.

A summary of all costs to the City of Selma for maintenance of facilities in the District for the previous 12 month period has been prepared. These costs are assessed to the various lots and parcels in the District. Any new Tracts are required, through their Subdivision Agreements, to annex to LLMD No.1.

The Engineer's Report summarizes the year's activities and levies the necessary assessments to provide funding for maintenance costs.

The Resolutions and the Engineer's Report are in conformance with the provisions of the Landscaping and Lighting Act of 1972.

RESOLUTION NO. 2018 - R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA, INITIATING PROCEEDINGS FOR THE
ANNUAL LEVY OF ASSESSMENT FOR
LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1
IN THE CITY OF SELMA**

WHEREAS, City of Selma Landscaping and Lighting Maintenance District No. 1 ("LLMD No. 1") was formed by Resolution No. 2151, adopted May 7, 1984, pursuant to Part 2 of Division 15 of the Streets and Highways Code (Landscape and Lighting Act of 1972); and

WHEREAS, the City of Selma has subsequently levied an annual assessment; and

WHEREAS, proceedings for the annual assessment for LLMD No. 1 for fiscal year 2018-2019 has been initiated.

NOW, THEREFORE, IT IS HEREBY FOUND, DETERMINED AND ORDERED, as follows:

1. The Council of the City of Selma has undertaken proceedings for the levy of the annual assessment for LLMD No. 1 under Part 2 of Division 15 of the Streets and Highways Code of the State of California (Section 22500 et seq) generally known as the Landscape and Lighting Act of 1972 (herein the "Act").

2. The City Engineer of the City of Selma has prepared and filed an Engineer's Report in accordance with Article 4 (commencing with section 22565) of the Act.

The foregoing Resolution was duly approved by the Selma City Council at a regular meeting held on the 19th day of March, 2018, by the following vote, to wit:

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

Jim Avalos
Mayor of the City of Selma

ATTEST:

By: _____
Reyna Rivera
City Clerk

RESOLUTION NO. 2018 - R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA, OF INTENTION TO LEVY AND COLLECT
THE ANNUAL ASSESSMENT FOR
LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1
IN THE CITY OF SELMA**

RESOLVED, by the Council of the City of Selma, County of Fresno, State of California, that;

1. It is the intention of said Council to order the levy and collection of an assessment under the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code (beginning with Section 22500 of said Code and herein the "Act") for the Landscaping and Lighting Maintenance District No. 1 of the City of Selma (herein "LLMD No. 1").

2. A map of the LLMD No.1 territories benefiting from the improvements and a description of those improvements is on file in the office of the City Engineer and may be examined Monday – Friday from 8:00 a.m. – 5:00 p.m. The improvements are herein incorporated by reference.

3. The City Engineer has prepared and filed with the Clerk of the City of Selma a report labeled City Engineer's Report of the City of Selma LLMD No. 1, 2018-2019 Assessment, dated March 6, 2018, to which reference is hereby made for a detailed description of the improvements, the boundaries of the Assessment District and any zones therein and the proposed assessments upon assessable lots and parcels of land within LLMD No. 1.

4. The Resolution of Intention shall hereby be printed in a newspaper of general circulation once a week for two (2) weeks with not less than five (5) days between publications. The first publication is not to be less than ten (10) days before the date set for hearing.

5. NOTICE IS HEREBY GIVEN that the 7th day of May, 2018, at the hour of 6:00 p.m. in the Selma City Council Chambers, 1710 Tucker Street, Selma CA, is hereby fixed as the time and place when and where all interested persons shall be heard on the question of the levy and collection of the proposed assessments. Written protests may be filed with the City Clerk at any time prior to the conclusion of the hearing. A written protest shall state all grounds of objection and shall contain a description sufficient to identify the property owned by the protesting person or persons.

The foregoing Resolution was duly approved by the Selma City Council at a regular meeting held on the 19th day of March, 2018, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

Jim Avalos
Mayor of the City of Selma

ATTEST:

By: _____
Reyna Rivera
City Clerk

**EXECUTIVE DIRECTOR'S /STAFF'S REPORT
SUCCESSOR AGENCY BOARD MEETING:**

March 19, 2018

ITEM NO:

8

SUBJECT:

Consideration and necessary action on Amending the Successor Agency to the Selma Redevelopment Agency's 2010A Tax Allocation Bond Indenture to remove Required Reporting

**BOARD
RESOLUTION:**

**A RESOLUTION OF THE SUCCESSOR AGENCY TO
THE SELMA REDEVELOPMENT AGENCY APPROVING
AMENDMENT OF TRUST INDENTURE RELATING TO
THE SERIES 2010A TAX ALLOCATION BONDS**

BACKGROUND:

On August 12, 2010, the Selma Redevelopment Agency (Former Agency) issued its \$3,600,000 Series 2010A Tax Allocation Bonds pursuant to a Trust Indenture, dated as of August 1, 2010 by and between U.S. Bank National Association (as Trustee) and the Former Agency (the "Indenture").

The subject Resolution, if adopted, would amend the Indenture to eliminate a reporting function of the Successor Agency to the Trustee that has been made superfluous by the enactment of Senate Bill 107 ("SB 107").

DISCUSSION:

Pursuant to Section 6.15 of the Indenture, the Successor Agency is presently required to provide an annual report (of certain financial calculations) to the Trustee. However, back in 2015 the California legislature passed SB 107 which eliminated certain of the "Plan Limitations" set forth in the Indenture, which has consequently made the reporting covenant found in the last paragraph of Section 6.15 meaningless and unnecessary.

The subject Resolution approves a Supplement to the Indenture which amends the Indenture as discussed above, the result of which will be to save the Successor Agency annual consultant and staff costs to prepare and disseminate said report.

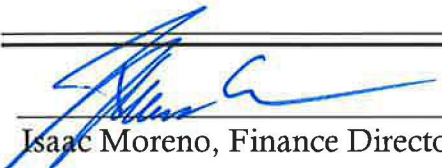
RECOMMENDATION:

That Successor Agency Board approve and adopt the Resolution.

ATTACHMENTS:

- A. SA Resolution No. ____
 - B. Form of First Supplement to Indenture
 - C. Bond Counsel, Financial Advisor and Placement Agent Contracts
- March 19, 2018 Council Packet

<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).
None		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: None Fund Balance:		None



Isaac Moreno, Finance Director

3-13-18
Date

/s/ Henry Perea
Henry Perea, Interim City Manager
Executive Director

March 16, 2018
Date

RESOLUTION NO. _____

**A RESOLUTION OF THE SUCCESSOR AGENCY TO THE SELMA
REDEVELOPMENT AGENCY APPROVING AMENDMENT OF TRUST
INDENTURE RELATING TO THE SERIES 2010A TAX ALLOCATION BONDS**

WHEREAS, on August 12, 2010, the Selma Redevelopment Agency (the “Former Agency”) issued \$3,600,000 aggregate principal amount of its Series 2010A Tax Allocation Bonds (City of Selma Redevelopment Project) (the “2010 Bonds”) pursuant to a Trust Indenture, dated as of August 1, 2010, by and between U.S. Bank National Association, as trustee (the “Trustee”), and the Former Agency (the “Original Indenture”); and

WHEREAS, the Former Agency was a redevelopment agency, a public body, corporate and politic duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the Community Redevelopment Law (Part 1 of Division 24 of the California Health and Safety Code and referred to herein as the “Law”), and the powers of such agency included the power to issue the 2010 Bonds; and

WHEREAS, California Assembly Bill No. 26 (First Extraordinary Session) (“AB X1 26”) enacted on June 29, 2011, dissolved all redevelopment agencies and community development agencies in existence in the State of California as of February 1, 2012, and designated “successor agencies” and “oversight boards” to satisfy “enforceable obligations” of the former redevelopment agencies and administer dissolution and wind down of the former redevelopment agencies; and

WHEREAS, Assembly Bill No. 1484, a follow-on bill to AB X1 26, was enacted on June 27, 2012 and provides certain procedures for taking action in connection with bonds issued by a dissolved redevelopment agency (the “AB 1484,” and together with AB 26 is referred to as the “Existing Dissolution Law”); and

WHEREAS, the Legislature passed the budget trailer bill SB 107 (“SB 107”) which took effect on September 22, 2015 for the primary purpose of making technical and substantive amendments to the Existing Dissolution Law (the Existing Dissolution Law as amended by SB 107 is referred to as the “Dissolution Law”); and

WHEREAS, pursuant to California Health and Safety Code Section 34173(d), the City serves as the successor agency to the Former Agency (the “Successor Agency”); and

WHEREAS, the Successor Agency wishes to amend the Indenture in order to eliminate a reporting function of the Successor Agency to the Trustee that has been made superfluous by the enactment of SB 107; and

WHEREAS, pursuant to section 8.01(b) of the Original Indenture, the Successor Agency is permitted to amend the Original Indenture without the consent of any owners of the 2010 Bonds, provided that such amendments do not do not materially adversely affect the interests of the owner of the 2010 Bonds; and

WHEREAS, the Successor Agency wishes at this time to approve a supplemental indenture in the form presented at this meeting and attached hereto as Exhibit A (the “First Supplement”); and

WHEREAS, it is hereby determined that the execution of the First Supplement will not materially adversely affect the Owners of the 2010 Bonds; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Successor Agency to the Selma Redevelopment Agency, as follows:

Section 1. Recitals and Findings. The Board of Directors hereby specifically finds and declares that each of the statements, findings and determinations of the Agency set forth in the recitals set forth above are true and correct.

Section 2. Approval of First Supplement. The Board of Directors hereby approves the First Supplement in substantially the form thereof on file with the Secretary, together with any additions thereto or changes therein deemed necessary or advisable by either the Executive Director or Treasurer of the Successor Agency (each, an “Authorized Officer”). Execution of the First Supplement shall be deemed conclusive evidence of the Successor Agency’s approval of such additions or changes. The Authorized Officers are hereby authorized and directed to execute and attest to the First Supplement for and in the name and on behalf of the Successor Agency. The Board of Directors hereby authorizes the delivery and performance of the First Supplement.

Section 3. Effective Date. This resolution will take effect from and after the date of approval and adoption thereof.

The foregoing Resolution was duly approved by the Board of Directors of the Successor Agency to the Selma Redevelopment Agency at regular meeting held on February __, 2018, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Chairman

Secretary

EXHIBIT A

FIRST AMENDMENT TO TRUST INDENTURE

FIRST SUPPLEMENT TO TRUST INDENTURE

by and between

SUCCESSOR AGENCY TO THE SELMA REDEVELOPMENT AGENCY

And

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

Dated as of February 1, 2018

Relating to and Supplementing the

TRUST INDENTURE (THE “ORIGINAL INDENTURE”)

by and between

Selma Redevelopment Agency

and

U.S. Bank National Association, as Trustee

Dated as of August 1, 2010

FIRST SUPPLEMENT TO TRUST INDENTURE

THIS FIRST SUPPLEMENT TO TRUST INDENTURE (this “First Supplement”), dated as of February 1, 2018, between the **SUCCESSOR AGENCY TO THE SELMA REDEVELOPMENT AGENCY** (the “Successor Agency”), a public body, corporate and politic, duly organized and validly existing under the laws of the State of California (the “State”), and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association organized and existing under the laws of the United States of America, as trustee (the “Trustee”).

W I T N E S S E T H:

WHEREAS, in order to finance projects relating to the Selma Redevelopment Project, on August 12, 2010, the Selma Redevelopment Agency (the “Former Agency”) issued \$3,600,000 aggregate principal amount of its Tax Allocation Bonds, Series 2010A (City of Selma Redevelopment Project) (the “2010 Bonds”) pursuant to a Trust Indenture, dated as of August 1, 2010, by and between U.S. Bank National Association, as trustee (the “Trustee”), and the Former Agency (the “Original Indenture”); and

WHEREAS, the Former Agency was a redevelopment agency, a public body, corporate and politic duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the Community Redevelopment Law (Part 1 of Division 24 of the California Health and Safety Code and referred to herein as the “Law”), and the powers of such agency included the power to issue the 2010 Bonds; and

WHEREAS, California Assembly Bill No. 26 (First Extraordinary Session) (“AB X1 26”) enacted on June 29, 2011, dissolved all redevelopment agencies and community development agencies in existence in the State of California as of February 1, 2012, and designated “successor agencies” and “oversight boards” to satisfy “enforceable obligations” of the former redevelopment agencies and administer dissolution and wind down of the former redevelopment agencies; and

WHEREAS, Assembly Bill No. 1484, a follow-on bill to AB X1 26, was enacted on June 27, 2012 and provides certain procedures for taking action in connection with bonds issued by a dissolved redevelopment agency (the “AB 1484,” and together with AB 26 is referred to as the “Existing Dissolution Law”); and

WHEREAS, the Legislature passed the budget trailer bill SB 107 (“SB 107”) which took effect on September 22, 2015 for the primary purpose of making technical and substantive amendments to the Existing Dissolution Law (the Existing Dissolution Law as amended by SB 107 is referred to as the “Dissolution Law”); and

WHEREAS, pursuant to California Health and Safety Code Section 34173(d), the City serves as the successor agency to the Former Agency (the “Successor Agency”); and

WHEREAS, the Successor Agency wishes to amend the Original Indenture in order to eliminate a reporting function of the Successor Agency to the Trustee that has been made superfluous by the enactment of SB 107; and

WHEREAS, pursuant to Section 8.01(b) of the Original Indenture, the Successor Agency is permitted to amend the Original Indenture without the consent of any owners of the 2010 Bonds, provided that such amendments do not do not materially adversely affect any Outstanding 2010 Bonds; and

WHEREAS, it is hereby determined that the execution of the First Supplement will not materially adversely affect any Outstanding 2010 Bonds; and

NOW, THEREFORE, THIS FIRST SUPPLEMENT TO TRUST INDENTURE TRUST WITNESSETH:

That in consideration of the premises, the acceptance by the Trustee of the trusts originally created by the Original Indenture, the mutual covenants contained therein and the purchase and acceptance of the Bonds by the owners thereof, and for other valuable consideration, the receipt of which is hereby acknowledged, and in order to secure the payment of the principal of, premium, if any, and interest on the Bonds according to their tenor and effect, and the performance and observance by the Successor Agency of all of the covenants and conditions in the Original Indenture contained on its part to be performed, it is agreed by and between the Successor Agency and the Trustee as follows:

Section 1. Supplement to Original Indenture. The Successor Agency affirms that it has determined this First Supplement does not adversely affect any Outstanding Bonds. The Original Indenture is hereby amended pursuant to Section 8.01(b) thereof, and, unless otherwise required by the context or as amended pursuant to this First Supplement, all terms used herein which are defined in the Original Indenture shall have the meanings assigned to them therein. The Successor Agency, by its execution of this First Supplement, authorizes and requests the Trustee to join in the execution and delivery of this First Supplement.

Section 2. Amendment of Section 6.15 to the Original Indenture. The last paragraph of Section 6.15 of the Original Indenture is hereby deleted in its entirety.

Section 3. Effective Date. This First Supplement shall become effective upon execution by the Successor Agency and the Trustee.

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

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

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

IN WITNESS WHEREOF, the SUCCESSOR AGENCY TO THE SELMA REDEVELOPMENT AGENCY has caused this First Supplement to Trust Indenture to be signed in its name by the Executive Director or Treasurer of the Successor Agency, and attested by its Secretary, and U.S. BANK NATIONAL ASSOCIATION has caused this First Supplement to Trust Indenture to be signed in its corporate name by its officers thereunto duly authorized, all as of the date first above written.

SUCCESSOR AGENCY TO THE
SELMA REDEVELOPMENT AGENCY

By _____

Attest:

By _____
Secretary

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By _____
Authorized Officer