

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

March 5, 2018

ITEM NO:

1 . a .

SUBJECT:

Consideration and necessary action on Resolution consenting to the use of public facilities regarding the proposed re-routing of traffic on Highland Avenue for participants of the Annual Selma Sikh Parade.

On February 12, 2018 the Sikh Center of the Pacific Coast Sikh Temple applied for a Special Event to be held at 2211 S. Highland Avenue.

This event will cause the re-directing of traffic on HWY43/Highland Avenue between Rose and Nebraska Avenues from 10:00 a.m. to 2:00 p.m. on April 15, 2018.

Because the event and the participants will utilize State facilities (HWY 43), the California Department of Transportation is requesting a resolution endorsing the event from the City of Selma.

City of Selma met with representatives of the Sikh Center of the Pacific Coast Sikh Temple to discuss concerns. Once Staff receives the traffic control plan, we will forward the resolution endorsing the use of public streets for the annual parade.

RECOMMENDATION: Approve Resolution endorsing the use of public streets for the Annual Selma Sikh Parade Event.

/s/ Henry Perea

Henry Perea, Interim City Manager

March 2, 2018

Date

RESOLUTION NO. 2018 – R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA
CONSENTING TO THE USE OF PUBLIC FACILITIES
AND THE PROPOSED RE-ROUTING OF TRAFFIC**

**SPECIAL EVENT
ANNUAL SELMA SIKH PARADE**

WHEREAS, on March 5, 2018, the Selma City Council, at a regularly scheduled meeting, considered a request by The Sikh Center of the Pacific Coast Sikh Temple for the re-routing of traffic on HWY 43 Highland Avenue between Rose Avenue and Nebraska Avenue; and

WHEREAS, The Sikh Temple is required to apply with the State of California to conduct a special event – Sikh Festival Parade on State property; and

WHEREAS, Sikh Festival Parade will require the temporary closure of State Highway Route 43 on April 15, 2018 between 10:00 a.m. and 2:00 p.m.

NOW THEREFORE, be it resolved that the Selma City Council approves and consents to the proposed re-routing of traffic onto and over city streets and upon terms and conditions deemed appropriate and necessary by the State of California, Department of Transportation.

The foregoing Resolution was duly approved by the Selma City Council at a regular meeting held on the 5th 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 Clerk

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

March 5, 2018

ITEM NO:

1 . b .

SUBJECT: Consideration and Necessary Action on Resolution Authorizing Staff to Submit Application for the Fresno COG Measure C TOD Program Cycle VI and for City Manager to Execute Grant Agreement.

DISCUSSION: Fresno COG has grant funds that are available to be distributed via the Fresno COG Measure C TOD Program Cycle VI.

The grant funding request was for \$148,000 for planning related to the Rockwell Pond Regional Park Facility.

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

RECOMMENDATION: Adopt resolution allowing staff to Submit Application for the Fresno COG Measure C TOD Program Cycle VI Grant and City Manager to execute the necessary grant documents if funded.

/s/ Henry Perea

Henry Perea, Interim City Manager

March 2, 2018

Date

RESOLUTION NO. 2018- R

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SELMA
APPROVING THE APPLICATION FOR THE
FRESNO COG MEASURE C TOD PROGRAM CYCLE VI**

WHEREAS, the City of Selma is approving the application for the Fresno COG Measure C TOD Program Cycle VI call for projects; and

Rockwell Pond Regional Park Facility:

WHEREAS, the amount of this application is \$148,000.

NOW, THEREFORE, the City Council of the City of Selma does hereby resolve that the application for the Fresno COG Measure C TOD Program Cycle VI is approved and is to be sent to the Fresno COG for approval.

I, Reyna Rivera, City Clerk of the City of Selma, do hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the City Council of the City of Selma on the 5th day of March, 2018, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

Jim Avalos, Mayor

ATTEST:

Reyna Rivera
City Clerk

ITEM NO: 1 . c .

SUBJECT: Consideration and necessary action on Resolution in support of the
"Reducing Crime & Keeping California Safe Act" Initiative for the
November, 2018 Ballot.

BACKGROUND

In October, 2011, AB109 became effective in California. The Bill essentially shifted the responsibility of supervisor of thousands of prisoners paroled from the State prison system from the State Parole Department to County Probation Departments. Most Probation departments were understaffed and ill-prepared to take on this added burden, which resulted in hundreds of offenders having little or no post-release supervision. Many of the "AB109" parolees were free to return to the criminal lifestyle that lead to their incarceration, without the restrictions of direct supervision, nor the threat of a return to prison should they be found in violation of their parole conditions.

On November 4, 2014, Proposition 47, known as "The Safe Neighborhoods and Schools Act" was passed by the voters. The proposition reduced the classification of many "non-serious and nonviolent" property and drug crimes" from a felony charge to a misdemeanor. The proposition required misdemeanor sentencing instead of felony for Shoplifting, where the value of property stolen does not exceed \$950, Grand theft, where the value of the stolen property does not exceed \$950, Receiving stolen property, where the value of the property does not exceed \$950, Forgery, where the value of forged check, bond or bill does not exceed \$950, Writing a bad check, where the value of the check does not exceed \$950, and personal use of most illegal drugs.

Specifically, Prop 47:

- Mandated misdemeanors instead of felonies for "non-serious, nonviolent crimes," unless the defendant has prior convictions for murder, rape, certain sex offenses or certain gun crimes.
- Permitted re-sentencing for anyone currently serving a prison sentence for any of the offenses that the initiative reduced to misdemeanors. About 10,000 inmates became eligible for resentencing, and many were released from prison.

The proposition not only reduced the penalty for personal drug possession, it also decreases the penalty for the possession of predatory "date rape" drugs such as rohypnol, ketamine, and GHB. This gave sexual predators in possession of date rape drugs with a "get out of jail free" card regardless of how many times a predator is caught with date rape drugs. However, when it comes to simple drug possession, California is already committed to

rehabilitation, including treatment and not incarceration as a result of Proposition 36 passed in 2010.

In November, 2016, Prop 57 was passed by the voters. This proposition was designed, again, to reduce the State's prison population by drastically increasing the number of inmates eligible for parole. The theory was prisoners incarcerated for a "non-violent" charge would not be a threat to society, if released. Unfortunately, the poorly written proposition provided the opportunity for drug dealers, white collar criminals, auto thieves, and anyone with a prior conviction for a violent crime, but serving time for a "non-violent" offense to be eligible for parole. The result of Prop 57 has been the release of inmates with violent histories back into the communities they victimized in the past, all in the name of reducing the prison population.

The California Police Chief's Association, representing the 330 municipal Police Chiefs in the State, have been working with several State Legislators on the "Reducing Crime & Keeping California Safe Act" Initiative for the November, 2018 Ballot. In Initiative would do several things to reduce the unintended, detrimental effects AB109, Prop 47 & Prop 57 have had on public safety over the last few years. If successful, the initiative would:

- Expand the list of violent crimes for which early release is not an option
- Reinstate DNA collection for certain crimes that were reduced to misdemeanors as part of Proposition 47
- Revise the theft threshold by adding a felony for serial theft — when a person is apprehended for the 3rd time stealing with a value of \$450
- Require the Board of Parole Hearings to consider an inmate's **entire** criminal history when deciding parole, not just his most recent commitment offense; and requires a mandatory hearing to determine whether parole should be revoked for any parolee who violates the terms of his/her parole for the third time

Staff recommends that Council adopts a resolution formally supporting the "Reducing Crime & Keeping California Safe Act" Initiative for the November, 2018 Ballot to signal Selma leaders want to remain tough on crime.

RECOMMENDATION: Adopt Resolution in support of the "Reducing Crime & Keeping California Safe Act" Initiative for the November 2018 Ballot.

/s/ Greg Garner

Greg Garner, Police Chief

/s/ Henry Perea

Henry Perea, Interim City Manager

March 2, 2018

Date

March 2, 2018

Date

RESOLUTION NO. 2018 – R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA
SUPPORTING THE REDUCING CRIME AND KEEPING CALIFORNIA –
SAFE ACT OF 2018.

WHEREAS, protecting every person in our state, including our most vulnerable children, from violent crime is of the utmost importance. Murderers, rapists, child molesters and other violent criminals should not be released early from prison; and

WHEREAS, since 2014, California has had a larger increase in violent crime than the rest of the United States. Since 2013, violent crime in Los Angeles has increased 69.5%. Violent crime in Sacramento rose faster during the first six months of 2015 than in any of the 25 largest U.S. cities tracked by the FBI; and

WHEREAS, The FBI Preliminary Semiannual Uniform Crime Report for 2017, which tracks crimes committed during the first six months of the past year in U. S. cities with populations over 100,000, indicates that last year violent crime increased again in most of California's largest cities.

WHEREAS, recent changes to parole laws allowed the early release of dangerous criminals by the law's failure to define certain crimes as "violent." These changes allowed individuals convicted of sex trafficking of children, rape of an unconscious person, felony assault with a deadly weapon, battery on a police officer or firefighter, and felony domestic violence to be considered "nonviolent offenders."; and

WHEREAS, as a result, these so-called "non-violent" offenders are eligible for early release from prison after serving only a fraction of the sentence ordered by a judge; and

WHEREAS, violent offenders are also being allowed to remain free in our communities even when they commit new crimes and violate the terms of their post release community supervision, like the gang member charged with the murder of Whittier Police Officer, Keith Boyer; and

WHEREAS, this measure reforms the law so felons who violate the terms of their release can be brought back to court and held accountable for such violations; and

WHEREAS, nothing in this act is intended to create additional "strike" offenses which would increase the state prison population, nor is it intended to affect the ability of the California Department of Corrections and Rehabilitation to award educational and merit credits; and

WHEREAS, recent changes to California law allow individuals who steal repeatedly to face few consequences, regardless of their criminal record or how many times they steal; and

WHEREAS, as a result, between 2014 and 2016, California had the 2nd highest increase in theft and property crimes in the United States, while most states have seen a steady decline. According to the California Department of Justice, the value of property stolen in 2015 was \$2.5 billion with an increase of 13 percent since 2014, the largest single-year increase in at least ten years; and

WHEREAS, grocery store operators around the state have seen unprecedented increases in the amount of losses associated with shoplifting in their stores, with some reporting up to 150% increases in these losses from 2012 to present, with the largest jumps occurring since 2014; and

WHEREAS, shoplifting incidents have started to escalate in such a manner that have endangered innocent customers and employees; and

WHEREAS, individuals who repeatedly steal often do so to support their drug habit. Recent changes to California law have reduced judges' ability to order individuals convicted of repeated theft crimes into effective drug treatment programs; and

WHEREAS, California needs stronger laws for those who are repeatedly convicted of theft related crimes, which will encourage those who repeatedly steal to support their drug problem to enter into existing drug treatment programs. This measure enacts such reforms; and

WHEREAS, collecting DNA from criminals is essential to solving violent crimes. Over 450 violent crimes including murder, rape and robbery have gone unsolved because DNA is being collected from fewer criminals; and

WHEREAS, DNA collected in 2015 from a convicted child molester solved the rape-murders of two six-year-old boys that occurred three decades ago in Los Angeles County. DNA collected in 2016 from an individual caught driving a stolen car solved the 2012 San Francisco Bay Area rape/murder of an 83-year-old woman; and

WHEREAS, recent changes to California law unintentionally eliminated DNA collection for theft and drug crimes. This measure restores DNA collection from persons convicted for such offenses; and

WHEREAS, permitting collection of more DNA samples will help identify suspects, clear the innocent and free the wrongly convicted, and

WHEREAS, this measure does not affect existing legal safeguards that protect the privacy of individuals by allowing for the removal of their DNA profile if they are not charged with a crime, are acquitted or are found innocent.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Selma hereby supports the Reducing Crime and Keeping California Safe Act of 2018.

The foregoing Resolution was duly approved by the Selma City Council at a regular meeting held on the 5th 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 Clerk



An Initiative for Public Safety

VIOLENT CRIME

What is a 'violent crime'? For California's new parole law, the definition is murky — and it matters *(Los Angeles Times)*

- Expands the list of violent crimes for which early release is not an option
- Under current law, rape of an unconscious person, trafficking a child for sex, assault of a peace officer, felony domestic violence and other similar crimes are not classified as “violent felonies” — making criminals convicted of these crimes eligible for early release

DNA COLLECTION

California's DNA database gets fewer hits due to Prop. 47 (KCRA)

- Reinstates DNA collection for certain crimes that were reduced to misdemeanors as part of Proposition 47
- Multiple studies have shown that DNA collected from theft and drug crimes has helped solve other violent crimes, including robbery, rape and murder. Since passage of Prop. 47, cold case hits have dropped over 2,000, with more than 450 of those hits connected to violent crimes

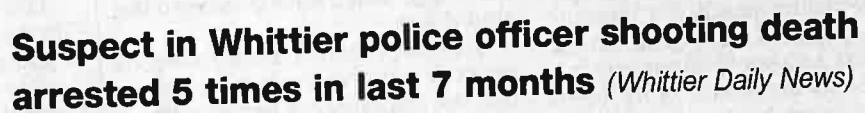
SERIAL THEFT



**An explosion of California property crimes
— due to Prop. 47** *(San Francisco Chronicle)*

- Revises the theft threshold by adding a felony for serial theft — when a person is caught for the 3rd time stealing with a value of \$250
- Prop. 47 changed the dollar threshold for theft to be considered a felony — from \$450 to \$950. As a result, there has been an explosion of serial theft and an inability of law enforcement to prosecute these crimes effectively. Theft has increased by 12% to 25%, with losses of a billion dollars since the law was passed.

PAROLE VIOLATIONS



**Suspect in Whittier police officer shooting death
arrested 5 times in last 7 months** *(Whittier Daily News)*

- Requires the Board of Parole Hearings to consider an inmate's entire criminal history when deciding parole, not just his most recent commitment offense; and requires a mandatory hearing to determine whether parole should be revoked for any parolee who violates the terms of his parole for the third time
- AB 109 bases parole solely on an offender's commitment offense, resulting in the release of inmates with serious and violent criminal histories. Moreover, parolees who repeatedly violate the terms of their parole currently face few consequences, allowing them to remain on the street



For more information, please visit www.KeepCalSafe.org.

ITEM NO: 1 . d .

SUBJECT: Consideration and necessary action in support of issuance of letter regarding immigration.

DISCUSSION: The City Manager's Office received a request from Mayor Pro Tem Robertson to place this item on the agenda.

Attached is a draft letter to Congressman McCarthy of Bakersfield requesting a meeting on the important issue of immigrant reform in the United States which can only be effected at the federal level.

RECOMMENDATION: Staff is adhering to the request and has placed the matter on the agenda for Council consideration.

/s/ Henry Perea

Henry Perea, Interim City Manager

March 2, 2018

Date

Dear Congressman:

As mayors and other elected officials, we must advocate not only for those who voted us in, but for our entire community and protect those whose voices are not being heard. Our communities are a microcosm for the district, state, and nation. There is a group of hardworking, upstanding people who pay local, state, and federal taxes. They pay into social security, but will not receive one penny from it. Undocumented Californians, whose tax contributions total \$154 million in the Central Valley, help pay for our schools, roads and public safety. (Institute on Taxation and Economic Policy April 2017 Report). These undocumented people are engrained in our economy and society and to lose them would have a devastating effect. Immigration reform must be passed this year to protect and give back to these valuable members of our communities.

The undocumented work in agriculture, construction, hospitality and service industries. They are of such importance that the leaders of these industries have called for some form of protection of these workers, the onus is now on our government officials to lead the way. The solution is not the use of I-9 audits which only harms families and America businesses. Only after we do something to protect these undocumented workers, who help make American industries prosper, can we then institute programs to curtail illegal immigration such as e-verify.

We understand immigration reform must also include border security. Our nation needs to be protected from outside threats, but also, we cannot have this discussion on immigration reoccurring every 25 years. Something must be done to ensure people follow the proper channels of entering the United States and stem the growing number of people who are overstaying their temporary visas.

We ask that the promise to protect Dreamers, undocumented individuals who were brought in as children, be followed through. They stepped out of the shadows and dared to pursue the American Dream when they were offered a chance for deferred action. They did what was asked of them: staying out of trouble and receiving an education and have excelled. Some joined the armed forces while others became doctors, lawyers, teachers, engineers, and almost every other occupation that makes up our communities. We cannot afford to lose them and 87% of Americans feel these children should stay. (January 13-16, 2018 CBS News poll). We plead that these children be given a pathway to permanent residency that may potentially led to citizenship.

We ask if you can meet with a small group of us so that you can better understand how towns, large and small, are affected by the inaction of immigration legislation.

Sincerely,

CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
70258	02/15/2018	Printed	1-800-BOARD UP	1443 GROVE	R	1,632.70
70259	02/15/2018	Printed	A&S PUMP SERVICE	REPAIR STATE PUMP		3,345.00
70260	02/15/2018	Printed	AIRGAS USA LLC	OXYGEN CYLINDER RENTAL		299.65
70261	02/15/2018	Printed	MARK ALVES/ALVES ELECTRIC	LINCOLN PARK CAMERA & STREET LIGHT REPAIR		1,495.00
70262	02/15/2018	Printed	AT&T	TELEPHONE-JANUARY 2018		352.85
70263	02/15/2018	Printed	CESAR F. BEJARANO	CLEAN UP 1506 EVERGREEN		560.00
70264	02/15/2018	Printed	JAY WESLEY BROCK/TOP DOG TRAINING CENTER	MONTHLY K9 MAINTENANCE		180.00
70265	02/15/2018	Printed	CALIFORNIA WATER SERVICE	WATER SERVICE-JANUARY 2018		8,421.74
70266	02/15/2018	Printed	CHRISTOPHER B CARLSON	PHLEBOTOMY SERVICE 18-572		50.00
70267	02/15/2018	Printed	COMCAST	INTERNET SERVICE-FEB 2018		821.45
70268	02/15/2018	Printed	COOK'S COMMUNICATION CORP	CHANGE OUT 59 CAGE UNIT 192 & OUTFITTING UNIT 1000		21,077.11
70269	02/15/2018	Printed	COOL AIR SPECIALTY	BUSINESS LIC OVERPAYMENT REIMB		85.00
70270	02/15/2018	Printed	CORELOGIC SOLUTIONS LLC	REALQUEST SERVICE-JAN 18		481.25
70271	02/15/2018	Printed	COUNTY OF FRESNO TREASURER	GIS TELECOMMUNICATION CHARGES-DEC 17		2,716.03
70272	02/15/2018	Printed	DAVE TURNEY & ASSOCIATES, LLC.	BOOM TRUCK TRAINING		450.00
70273	02/15/2018	Printed	DEPARTMENT OF JUSTICE	FINGERPRINTS-JANUARY 2018		866.00
70274	02/15/2018	Printed	DSJ ARCHITECTS INC	REIMBURSABLE EXPENSES FOR NEW PD STATION	PDSA	1,189.73
70275	02/15/2018	Printed	EMPLOYMENT DEVELOPMENT DEPT.	SUI QTRLY PMT 10/1-12/31/17		3,701.00
70276	02/15/2018	Printed	FEHR & PEERS	ATP PROJECT 11/25-12/29/17	G	2,386.25
70277	02/15/2018	Printed	JOSE FLORES	CLEAN UP 2435 C ST		250.00
70278	02/15/2018	Printed	FORENSIC NURSE SPECIALIST, INC	EXAM 18-0214		900.00
70279	02/15/2018	Printed	FRESNO CO TREASURER-SHERIFF	RMS/JMS/CAD ACCESS FEES-JAN 18		503.12
70280	02/15/2018	Printed	FRUSA EMS LLC	AMBULANCE BILLING-JANUARY 18		5,103.55
70281	02/15/2018	Void				
70282	02/15/2018	Void				
70283	02/15/2018	Printed	G&K SERVICES	LINEN/UNIFORM SERVICE-JAN 18		539.76
70284	02/15/2018	Printed	RENE GARZA	GYM MEMBERSHIP REIMBURSEMENT		150.00
70285	02/15/2018	Printed	GATEWAY ENGINEERING, INC.	CITY ENGINEERING SERVICES-NOV & DEC 17		17,817.50
70286	02/15/2018	Printed	KENNETH GREY	COMM DEV PROJECTS DIRECTOR		7,500.00
70287	02/15/2018	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 1/31/18		678.09
70288	02/15/2018	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 2/7/18		4,596.17
70289	02/15/2018	Printed	HEALTHEDGE ADMINISTRATORS INC.	ADMINISTRATIVE FEES-MARCH 2018		635.51
70290	02/15/2018	Printed	HEALTHWISE SERVICES	KIOSK MEDICAL WASTE SERVICE	R	300.00
70291	02/15/2018	Printed	HEWLETT-PACKARD FINANCIAL	LEASES		3,485.02
70292	02/15/2018	Printed	MATTHEW L HUGHES	SENIOR CENTER DRINK RENTAL		180.00
70293	02/15/2018	Printed	MATTHEW HUGHES	SRO COURSE PER DIEM-POST	R	275.00
70294	02/15/2018	Printed	INFINITY ENERGY	SOLAR PERMIT REFUND 18-0029		428.59
70295	02/15/2018	Printed	J'S COMMUNICATION INC.	SERVICE AGREEMENT FEB-MAR 18		1,338.00
70296	02/15/2018	Printed	BRENT JENSEN	GYM MEMBERSHIP REIMBURSEMENT		200.00
70297	02/15/2018	Printed	JGJ, INC. DBA JACKSON'S WELDING SERVICE	ART CENTER FIRE CAGE		830.28
70298	02/15/2018	Printed	KINGSBURG VETERINARY CLINIC	K9 VACCINATION		32.00
70299	02/15/2018	Printed	LIFE-ASSIST INC.	MEDICAL SUPPLIES		205.28
70300	02/15/2018	Printed	AMANDA LOPEZ	DISPATCHER ACADEMY PER DIEM		120.00
70301	02/15/2018	Printed	METRO UNIFORM	POLICE REVOLVING ACCT		64.73
70302	02/15/2018	Printed	MID VALLEY PUBLISHING, INC.	EMPLOYMENT ADS-POLICE OFFICER		47.00
70303	02/15/2018	Printed	MUNISERVICES, LLC	STARS SERVICES 3RD QUARTER		500.00
70304	02/15/2018	Printed	OFFICE DEPOT, INC.	OFFICE SUPPLIES		348.85
70305	02/15/2018	Printed	OVERHEAD DOOR COMPANY	SR CENTER KITCHEN DOOR REPAIR		285.00
70306	02/15/2018	Printed	JEREMY OWENS	EMT RECERT REIMBURSEMENT		80.00
70307	02/15/2018	Printed	GEORGE E SALDATE	SENIOR DANCE DJ 2/9/18		100.00
70308	02/15/2018	Printed	SAMPSON, SAMPSON, AND PATTERSON	ACCOUNTING SERVICES-JAN 18		14,715.00
70309	02/15/2018	Printed	SANTANDER LEASING LLC	FIRE TRUCK ANNUAL PAYMENT		59,533.30

1.e.

70310	02/15/2018	Printed	SAVING ALL CHILDREN	MDIC INTERVIEW #18-248	200.00	
70311	02/15/2018	Printed	SD DESIGN AND CONSTRUCTION	BUSINESS LIC OVERPAYMENT REIMB	55.00	
70312	02/15/2018	Printed	SEARS	BUSINESS LIC OVERPAYMENT REIMB	148.00	
70313	02/15/2018	Printed	SOUTH COUNTY VETERINARY	MONTHLY FREEZER USE-JAN 18	175.00	
70314	02/15/2018	Printed	STERICYCLE, INC.	SERI-SAFE OSHA COMPLIANCE-FEB	150.45	
70315	02/15/2018	Printed	STOP STICK	STOP STICK 9' KITS	1,045.82	
70316	02/15/2018	Printed	SUPERIOR VISION INSURANCE INC	VISION INSURANCE PREM-MAR 18	1,573.00	
70317	02/15/2018	Printed	TAG-AMS, INC.	EMPLOYEE DRUG TESTING	87.00	
70318	02/15/2018	Printed	TRANS UNION CORPORATION	PRE EMPLOYMENT CREDIT CHECKS	27.40	
70319	02/15/2018	Printed	TYCO INTEGRATED SECURITY LLC	ALARM SERVICE CALL	54.18	
70320	02/15/2018	Printed	VALLEY NETWORK SOLUTIONS INC.	NETCARE FOR MARCH 2018	5,675.00	
70321	02/15/2018	Printed	YASH P. VERMA	POST ACCIDENT DRUG TEST-PD	456.00	
70322	02/15/2018	Printed	WASTE MANAGEMENT-USA WASTE	GARBAGE-JANUARY 2018	114,163.14	
70323	02/15/2018	Printed	WILLEMS COMMERCIAL PRINTING	SPRING AWAKENING PROGRAMS	1,498.15	
					<u>TOTAL</u>	<u>297,160.65</u>

Grant: G

PD Station Bond: PDSB (458)

PD State Appropriation: PDSA (457)

Reimbursement: R

ITEM NO:

2.

SUBJECT:

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

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

RECOMMENDATION:

To allow more time for the developer to consider proposals made by staff concerning the imposition of additional conditions for this development staff is recommending that the City Council continue this public hearing and its consideration of all post actions relating to this project to its April 2, 2018 regular meeting.

/s/ Neal E. Costanzo

Neal E. Costanzo, City Attorney

March 2, 2018

Date

/s/ Henry Perea

Henry Perea, Interim City Manager

March 2, 2018

Date

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

March 5, 2018

ITEM NO:

3 .

SUBJECT:

Consideration and Necessary Action on Resolution of the City Council of the City of Selma Establishing a Cooperative Understanding Between the City of Kingsburg and the City of Selma.

DISCUSSION: As recited in the Resolution proposed, a stipulation has been made between the attorneys representing the City of Selma and the City of Kingsburg in various litigation providing for the final resolution of that litigation. In the course of negotiating the stipulations that dispose of that pending litigation, staff has proposed to staff of the City of Kingsburg a cooperative understanding and agreement to work collaboratively to facilitate development in or near the intersection of Mountain View and State Route 99, which is now the boundary line between these two cities, and the Golden State Corridor. Staff of the two cities are discussing the possibly of sharing infrastructure to assist in the completion of such development and development of the Golden State Corridor and exploring possible revenue sharing opportunities or other arrangements which will promote development in that territory in both cities and to otherwise establish a unified approach and strategy for the future development and reconfiguration or expansion of the Mountain View/State Route 99 overpass. The proposed resolution simply authorizes staff to move forward in the development of a cooperative arrangement for subsequent approval by both city councils in anticipation of the imminent development in this area.

RECOMMENDATION: Adopt resolution establishing a cooperative understanding between the City of Kingsburg and the City of Selma.

/s/ Neal E. Costanzo

March 2, 2018

Neal E. Costanzo, City Attorney

Date

/s/ Henry Perea

March 2, 2018

Henry Perea, Interim City Manager

Date

RESOLUTION NO. 2018 – ___ R

**RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SELMA ESTABLISHING A COOPERATIVE
UNDERSTANDING BETWEEN
THE CITY OF KINGSBURG AND THE CITY OF SELMA**

WHEREAS, the City of Selma and the City of Kingsburg, a General Law City, agree that establishing a cooperative planning relationship between the cities of Selma and Kingsburg in relation to the city’s boundaries at Freeway 99 and Mountain View serves the interest of both cities; and

WHEREAS, the pending litigations between Cities of Kingsburg and Selma (1) City of Selma vs. City of Kingsburg, consolidated Fresno County Superior Court case Nos. 12 CECG 03223 and 13 CECG 02139; and, (2) City of Selma vs. Fresno County Local Agency Formation Commission (real party in interest, City of Kingsburg), Fresno County Superior Court case No. 13 CECG 02651, all of which relate to growth and boundaries (collectively referred to as the “Actions”), and the City of Selma through its City Council has authorized and directed its City Attorney to pursue a comprehensive resolution of the Actions by stipulation that will result in the dismissal by the city of Selma of Case No. 13 CECG 02139 with prejudice and waiver of any right to seek issuance of a writ of mandate and an award of costs and attorney’s fees in that case, and the satisfaction of cost awards and conclusion of Case No’s 12 CECG 03223 and 13 CECG 02651, putting an end to all litigation between the cities; and

WHEREAS, In the event that one of the cities has an economic development opportunity on the Mountain View, SR 99 or the Golden State Corridor, the Cities will work together to explore the possible sharing of infrastructure to assist in the completion of the project, the cities agree to meet and discuss the sharing of such infrastructure and any potential revenue sharing agreement or any other arrangement in consideration of such a partnership; and

WHEREAS, Planning Divisions from both Cities will work together to establish a unified approach for future project designs on the Mountain View, SR 99 Golden State Corridor; and

WHEREAS, The Cities agree that a unified strategy on the future reconfiguration and or expansion of the Mountain View, SR 99 overpass will serve the interests of both cities. The cities agree to meet at key times to discuss future developments for this area and develop strategies on the future expansion of this overcrossing; and

WHEREAS, staff from each city agrees that establishing cooperative understanding through the partnership between City of Selma and the City of Kingsburg addressing the

issues of growth and planning in order to allow for economic benefit on the Mountain View, SR 99 Golden State Corridor and concluding the Actions in the manner referred to in this Resolution is in the best interest of the city of Selma.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

1. Each of the foregoing recitals is true and correct.
2. The City Manager and City Attorney are hereby directed to take all necessary action to implement the Cooperative partnership between the two cities relating to development occurring or to occur in the vicinity of the existing boundaries of the two cities and on and along the Mountain View/ SR 99 corridor in the manner set referred to in the recitals to this resolution and to return to the council with reports and/or action items for approval of this council of plans or agreements for implementation of the cooperative partnership as those are developed through staff of the two cities..
3. The City Attorney is authorized and directed to pursue the resolution and conclusion of the Actions in the manner identified in the recitals to this resolution and to return to council with the appropriate reports on the status of that effort.

The foregoing Resolution was duly approved by the Selma City Council at a regular meeting held on the 5th 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 Clerk

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

March 5, 2018

ITEM NO:

4.

SUBJECT: Introduction and First Reading of Ordinance Approving a Development Agreement Between the City of Selma and Selma Crossings LLC.

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: Waive Introduction and First Reading of Ordinance Approving Development Agreement related to Tentative Parcel Map No. 2007-0012.

/s/ Neal E. Costanzo

March 2, 2018

Neal E. Costanzo, City Attorney

Date

/s/ Henry Perea

March 2, 2018

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 CROSSING, 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 CROSSING, 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 Crossing, 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 California 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 Crossing Project (Resolution No. 2013-44R). The Selma Crossing Project (the “**Project**”) is located in the southwest area of the City, and consists of approximately 288 acres controlled by the Developer. The Selma Crossing 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.

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 diligently pursue the development of Phase 1. 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 first, 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. Mortgage 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. On-Site Improvements. Except as otherwise provided in this section, Developer shall bear all costs to design and construct the On-Site Improvements, and shall fund and complete construction of the On-Site Improvements necessary for the full development of the Subject Property in accordance with the development approvals. The City and Developer intend that the design and construction of the On-Site Improvements be, at Developer's option, at Developer's direct expense or be 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 such On-Site Improvements (which On-Site Improvements, as a result of 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 ratably allocated to the Subject Property by the Financing Mechanism(s). 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 the Financing Mechanism(s). 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.

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, 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 On-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 On-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 On-Site Improvements (which On-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 On-Site Improvements. All On-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.

503.

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, 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.

69. 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:

City of Selma
Planning and Development Department

Attention: Planning Director

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

Timothy Jones
Selma Crossing Properties, 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:

DEVELOPER:

CITY OF SELMA
a Municipal Corporation

SELMA CROSSING, LLC

By: _____

By: _____

Timothy Jones

Its: _____

APPROVED:

NEAL E. COSTANZO
City Attorney

By: _____

ATTEST:

REYNA RIVERA
City Clerk

By: _____
Deputy

ITEM NO:

5.

SUBJECT: Presentation of City owned Police Surveillance Cameras.

DISCUSSION: Over the past couple of years, the City has made great strides in addressing what is considered to be a quality of life issue by implementing the Video Policing Program. To date, cameras have been installed at various locations deemed to be among the most advantageous to assist the Selma Police Department to improve its service levels to the community.

RECOMMENDATION: Informational Report Only. No Action required

/s/ Greg Garner
Greg Garner, Police Chief

02/26/18
Date

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

March 5 2018

ITEM NO: 6.

SUBJECT: Consideration and necessary action on request from Sikh Center of the Pacific Coast to waive fees for the annual Sikh Parade

DISCUSSION: The Sikh Center of the Pacific Coast has submitted a request to waive fees associated with the annual Sikh Parade.

Fees associated with this event include Special Events Permit, Street Closure Permit, Barricade Fees which total approximately \$3,000. The cost for Staff time; Public Works man hours, Police Contract Service, Fire Department Services are approximately \$5,800.

This event will take place on April 15, 2018, and will be the usual route. City Council may consider waiving fees for this event on a year to year basis or consider an ongoing fee waiver, with an option to review at any point of time.

RECOMMENDATION: Consider request from the Selma Sikh Temple to Waive fees for the Annual Sikh Parade.

/s/ Henry Perea

March 2, 2018

Henry Perea, Interim City Manager

Date

ITEM NO:

7.

SUBJECT: Award contract to Dawson-Mauldin Construction, Inc. for the 2018 Floral Avenue Reconstruction Project.

DISCUSSION: Bids for construction of improvements for the 2018 Floral Avenue Reconstruction Project, which include bids for Add-on Alternates 1 and 2, paving at Pioneer Village and Basketball Court at Shafer Park, were opened on February 21, 2018. The bid results were as follows:

Contractor:	Bid Amount:
Seal Rite Paving	\$1,648,312.00
Dawson-Mauldin Construction	\$1,651,126.75
Avison Construction	\$1,827,479.00
Yarbs Grading & Paving	\$1,867,136.00
AGEE Construction	\$1,877,606.00
American Paving Co	\$2,042,538.00

Seal Rite Paving was the apparent low bidder. After reviewing the proposals in detail, it was determined that Seal Rite's bid was not responsive with the bid documents. Specifically, the bid was not calculated and written out in numbers or words as required. It failed to attach an executed certification with regards to performance of previous contracts subject to the Equal Employment Opportunity clause. The Statement of Work Force Needs was attached, but not completed. Lastly, the bid failed to provide satisfactory evidence of previous experience on a project of this type (Caltrans).

The bid of Seal Rite Paving is not responsive. The omissions from its bid referred to above are material in that the contractor has failed to provide the required certifications and information making it impossible for the City to verify from the face of the bid the contractor's ability to carry out the project as required by federal and state law. The contractor's failure to provide satisfactory evidence of previous experience precludes the City from determining from the face of the bid whether or not the contractor possesses satisfactory experience on a project of this type subject to federal and California Department of Transportation regulations. The material omission from the bid precludes the City from considering the bid of Seal Rite Paving.

The accompanying resolution includes factual findings by the City Council to the effect that the bid of Seal Rite Paving is nonresponsive, and therefore cannot be considered so that the action required to be taken is to award the contract to the lowest responsive, responsible bidder, Dawson-Mauldin Construction. A contract will be awarded for the add alternative number 2, paving basketball courts at Shafer Park but is not being awarded for Add-on Alternate No. 1, paving at Pioneer Village.

COST: (Enter cost of item to be purchased)		BUDGET IMPACT: (Enter amount this non-budgeted item will impact this years' budget – if budgeted, enter NONE).
\$1,608,753.00		None
FUNDING: (Enter the funding source for this item – if fund exists, enter the balance in the fund).		ON-GOING COST: (Enter the amount that will need to be budgeted each year – if one-time cost, enter NONE).
Funding Source: Measure C & LTF Fund Balance:		None

RECOMMENDATION: Approve resolution awarding construction contract to Dawson-Mauldin Construction, Inc. for the 2018 Floral Avenue Reconstruction Project in the amount of \$1,608,753.00, which is the bid amount for the Floral Reconstruction Project and Add-on Alternate No. 2.

/s/ Neal E. Costanzo *03/02/2018*

Neal E. Costanzo, City Attorney _____
Date

/s/ Joseph Daggett *03/02/2018*

Joseph Daggett - City Engineer _____
Date

/s/ Henry Perea *03/02/2018*

Henry Perea, Interim City Manager _____
Date

RESOLUTION NO. 2018- R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA
AWARDING CONTRACT
FOR FLORAL AVENUE RECONSTRUCTION PROJECT - 2018**

WHEREAS, the City of Selma has received funds through Measure C and Local Transportation Fund (LTF); and

WHEREAS, the plans and specifications for construction of improvements for Floral Avenue Reconstruction Project have been prepared by Gateway Engineering, Inc. and approved by the City of Selma Public Works/Engineering; and

WHEREAS, the City published and advertised a notice inviting bids requiring sealed bids to be submitted and providing, in pertinent part, among other things that:

(A) The City Council reserves the right to reject any and all bids and to determine which proposal is, in the judgment of the City, the lowest bid of a responsive, responsible bidder and which proposal should be accepted in the best interest of the City;

(B) All bid items shall be properly filled out, numbers shall be stated in both words and in figures and proposals which are incomplete, or contain “irregularities of any kind” or do not comply with the notice and instructions to bidders may be rejected at the option of the City;

(C) The contract for the work will be awarded to the lowest responsible bidder complying with the instructions to bidders and the notice inviting bids;

(D) The award of the contract will be made to the lowest responsive, responsible bidder and the basis of the award is the base bid plus all alternate bids;

(E) Each bidder was required to complete a form disclosing the bidder’s previous experience and qualifications and stating that unsatisfactory previous experience is grounds for rejection of any bid;

(F) A certification with regard to the performance of previous contracts subject to the Equal Employment Opportunity Clause and filing of required reports executed and certified by the bidder, all as required by applicable federal law is required to be submitted with the bid.

(G) A statement of Work Force Needs on a form provided with the instructions to bidders must be completed and included in every bid.

WHEREAS, the bids were opened on February 21, 2018; and

WHEREAS, the identities of the two bidders submitting the lowest bids amounts, including the base bid and two alternatives requested are as follows:

CONTRACTOR	BID AMOUNT
Seal Rite Paving	\$1,648,312
Dawson-Mauldin Construction	\$1,651,126.75

WHEREAS, the bid submitted by Seal Rite Paving was nonresponsive because the bid was not calculated and written out in numbers or words as required; failed to include an executed certification with regard to performance of previous contracts subject to the Equal Employment Opportunity Clause as required; failed to include a completed Statement of Work Force Needs; and, the bid did not provide a satisfactory statement of previous experience and qualifications as required; and

WHEREAS, the omissions and deficiencies in the bid of Seal Rite Paving are material in that the failure to provide the executed certification concerning the equal employment opportunity clause in conformity with federal law; the failure to complete the Statement of Work Force Needs; and, the failure to provide satisfactory evidence of previous experience on a project that is subject to requirements imposed by federal law, including the Equal Opportunity Clause, and subject to requirements imposed by the California Department of Transportation (CALTRANS) prohibits the City from assessing whether the contractor does not does not possess the satisfactory previous experience on a project subject to both federal law and requirements imposed by the CALTRANS so that the City is required to reject the bid of Seal Rite Paving; and

WHEREAS, the City Council finds and determines that the bid of Dawson-Mauldin Construction is the lowest responsive, responsible bid on the project.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. That the foregoing recitals are true and correct.
2. The City Council finds and determines that the bid submitted by Seal Rite Paving is nonresponsive, based solely on the information appearing in the bid submitted by Seal Rite Paving.
3. The City Council finds and determines, based solely on the information provided in the bids submitted that Dawson-Mauldin Construction is the lowest responsive responsible bidder and the contract for construction of improvements for Floral Avenue Reconstruction Project – 2018 is awarded to Dawson-Mauldin Construction Inc at a cost of \$1,605,753.00 which includes the bid price for add-on alternate number 2, basketball courts

at Shafer Park. City is not awarding a contract for Add-on Alternate No. 1, paving at Pioneer Village.

The foregoing Resolution was duly adopted at a regular meeting of the Selma City Council on March 5, 2018, by the following vote to wit:

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

Jim Avalos
Mayor of the City of Selma

ATTEST:

Reyna Rivera
City Clerk for the City of Selma

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

March 5, 2018

ITEM NO: 8.

SUBJECT: Consideration and necessary action on proposed contract with Townsend Public Affairs, Inc. for Grant funding services.

DISCUSSION:

Due to recent staffing changing, staff has been researching grant writing services. The attached contract and proposal from Townsend Public Affairs, Inc., for grant writing and legislative advocacy is being submitted for Council consideration. The term will be for a period of one year with an option to renew.

<u>COST:</u> (Enter cost of item to be purchased)		<u>BUDGET IMPACT:</u> (Enter amount this non-budgeted item will impact this years' budget – if budgeted, enter NONE).
\$3,500/ Month		None
<u>FUNDING:</u> (Enter the funding source for this item – 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 – if one-time cost, enter NONE).
Funding Source: <u>General Fund</u> Fund Balance:		

RECOMMENDATION: Council authorizes the City Manager to enter into a Contract with Townsend Public Affairs, Inc. for professional services.

/s/ Henry Perea

March 2, 2018

Henry Perea, Interim City Manager

Date

**ADDENDUM
TO
EXHIBIT "A"**

The Services provided pursuant to the terms of the Contract for Consultant Services are outlined in the attached excerpt from the Proposal for Grant Writing and Legislative Advocacy for the City of Selma.

GRANT FUNDING SCOPE OF SERVICES

- **Conduct Detailed Orientation:** TPA utilizes a comprehensive onboarding process that includes extensive meetings with various relevant members of City leadership and key City departments to help develop a strategic plan that is carefully tailored to satisfy the needs of the City, as well as designed for maximum success in the current political climate and funding environment.
- **Craft Strategic Funding Plan:** Utilizing the information gathered during the onboarding process, TPA will coordinate with the City to develop a proactive and comprehensive strategic funding plan that serves the needs of the City's priorities. *The plan will do more than simply identify City projects*; it will outline and prioritize multiple funding options for each project, and develop a specific plan of work tailored for each project. It will also identify key "strings attached" to help assess the cost/benefit ratio for each grant opportunity.
- **Identify, Research, and Monitor Grant Funding Opportunities:** TPA will utilize list-serve subscription programs, funding workshops, agency canvassing, and other networking tactics to ensure every potential opportunity is identified and reviewed for relevance with the City's projects. TPA will then share these opportunities with the City for further assessment and determination if a grant application is warranted. The City will also receive a grant matrix of funding programs that is updated regularly as new opportunities arise.
- **Establishment of Clear Accountabilities:** TPA will coordinate with the City to ensure the assignment of responsibilities and tasks are made clear so that confusion and inefficiency are avoided and the City is burdened as little as possible while TPA pursues a grant opportunity.
- **Grant Application Development and Submittal:** TPA will develop, draft, submit, and follow up on each City grant application. TPA will also leverage relationships with relevant officials and program officers in various state and federal funding agencies to ensure that City grant applications are aligned with the goals of the specific grant program and that the applications are well-crafted and well-positioned for funding. TPA will also provide strategic assistance, such as letters of support from key stakeholders and other materials, to make the application as compelling and competitive as possible. TPA will ensure that applications are submitted prior to the deadline. TPA will also obtain a receipt for proof of submission.
- **Post-Grant Submittal Advocacy:** TPA will frequently contact legislators and agency officials to follow up on the status of a grant application and promote its need and urgency. This will include drafting letters of support after grant submissions and distributing them to legislators for their consideration. In addition, TPA will work with legislators to reach out to individual granting agencies to provide background on City's projects and convey their support for those projects.

- **Post-Award Grant Administration and Compliance:** TPA will also assist, as needed, with post-award administration and compliance for all grant applications submitted by TPA on behalf of the City. This assistance will include interacting with granting agencies on behalf of the City, providing support for the drafting and submission of required reports, evaluations, and other tasks related to the successful monitoring of and compliance with the program requirements.
- **Comprehensive Follow-Up on Unsuccessful Applications:** Despite all best efforts, some grant applications are not selected for funding. In those instances where grant applications are unsuccessful, TPA will work with the relevant state and federal funding agencies to set up in-person or telephone debriefing sessions to discuss the grant applications and how to best revise the grant applications for the next funding round to ensure success.

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

March 5, 2018

ITEM NO:

9.

SUBJECT: Consideration and Necessary Action on A Resolution of the City Council of the City of Selma Approving and Authorizing Execution of Subdivision Agreement and Recordation of Tract Map 5217 – Phase II

DISCUSSION: Development of a residential subdivision is a matter that is regulated by the Subdivision Map Act, Government Code §6110 et seq. This is a subdivision that was approved on March 21, 2005 and construction of the subdivision was undertaken shortly thereafter, but not completed and the subdivider declared bankruptcy. The subdivision property was subsequently acquired by Ajit Singh Gil who has divided the work necessary for completion of the subdivision as originally contemplated into two phases. Phase I has been completed. The subdivision map under consideration and the accompanying subdivision agreement sets the terms and conditions according to which the second phase of the subdivision will be completed.

The terms of every subdivision agreement are largely dictated by the Subdivision Map Act. In essence, the agreement provides for the construction of the subdivision improvements, consisting of a series of homes, streets, curbs, gutters and related public improvements in accordance with the standards reflected by the California Building Codes and this City's ordinances relating to subdivisions. The subdivider is required to post bonds that ensure the completion of those improvements within the subdivision that are public improvements. The subdivision agreement attached to the accompanying resolution as Exhibit A is in conformity with the Subdivision Map Act and sets, in essence, the same terms and conditions for completion of Phase II as those that were adhered to for Phase I.

RECOMMENDATION: Adopt Resolution Approving Subdivision Map and Subdivision Agreement for Tract Map 5217 – Phase II.

/s/ Neal E. Costanzo

Neal E. Costanzo, City Attorney

March 2, 2018

Date

/s/ Henry Perea

Henry Perea, Interim City Manager

March 2, 2018

Date

RESOLUTION NO. 2018 – _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA
APPROVING AND AUTHORIZING EXECUTION OF SUBDIVISION
AGREEMENT AND RECORDATION OF TRACT MAP 5217 – PHASE II**

WHEREAS, Tentative Tract Map 5217 was approved March 21, 2005; and

WHEREAS, in accordance with the provisions of the Subdivision Map Act the City requires a subdivision agreement by which the developer of any subdivision offers to and dedicates to the City streets, easements, and other public improvements and ensures the performance of their obligations relative to completion of the subdivision the making of a subdivision agreement; and

WHEREAS, a subdivision agreement in conformity with the Subdivision Map Act for completion of Phase II of Tract Map No. 5217 is attached and incorporated by reference as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The foregoing recitals are true and correct.
2. The subdivision agreement for Tract Map No. 5217 – Phase II is approved and the Mayor is authorized to execute the agreement on behalf of the City.
3. The final Tract Map No. 5217 – Phase II is approved and staff is authorized to cause the map to be recorded in the real property records in the County of Fresno.

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

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

Jim Avalos
Mayor of the City of Selma

ATTEST:

Reyna Rivera
City Clerk

**SUBDIVISION AGREEMENT
TRACT NO. 5217 – Phase II**

**CITY OF SELMA
FRESNO COUNTY, CALIFORNIA**

THIS AGREEMENT is made this ___ day of February 2018, by and between the City of Selma, a municipal corporation (herein "City"), and Ajit Singh Gill (herein "Subdivider").

WITNESSETH

WHEREAS, Vesting Tentative Tract Map No. 5217 was approved and a subdivision agreement for Phase I of Tract 5217 was entered into on March 21, 2005; and

WHEREAS, Subdivider has now presented a Phase II final map to the City for Tract No. 5217 ("Subdivision") a copy of which is attached as Exhibit "A", and is hereby referred to for further particulars as Tract No. 5217 Phase II, and Subdivider has requested City to approve the final map so that it may be recorded as required by law; and

WHEREAS, City requires, as a condition precedent to the acceptance and approval of the map, the dedication of such public streets, highways, ways, easements, and other places as delineated and shown on the map, the improvement of the same and other public places by the construction of the improvements specified in this agreement with security to meet these requirements; and

WHEREAS, the improvements of the public streets, highways, ways, easements, and other places, and the performance of the other obligations, has not been done or completed, and, as provided by ordinances of the City of Selma and the Subdivision Map Act of the State of California (Government Code 66410-66499.58), it is required that the Subdivider enter into this Subdivision Agreement (herein "Agreement") with City, whereby in consideration of the acceptance by City of the offers of dedication and approval of the Phase II final map ("Final Map"), agrees to complete the work and perform the other obligations specified in this Agreement within the time set forth herein.

NOW, THEREFORE, in consideration of the promises and of the acceptance of the offers of dedication of the public streets, highways, ways, easements, and other places and the approval of the map for filing and recording as provided and required by law, it is agreed by the parties hereto as follows:

1. Subdivider shall perform the work and improvements hereinafter specified to the satisfaction of the Engineer defined hereinafter. Subdivider understands and agrees that the following schedule of work is intended to provide a guideline as to diligent prosecution of the work under this agreement.

{00015376.DOC;1}

The Subdivider agrees to the following construction schedule:

Pursuant to Subdivision Map Act §66411.1 and Selma Municipal Code Section 9-6-1, et seq., the undersigned hereby certifies and acknowledges that the construction of improvements identified herein shall be completed on or before June 30, 2018, or any approved extension thereof.

If the construction of the improvements shall be delayed, the time for completion thereof may be extended by City for such period of time as City may deem reasonable. The City shall grant any reasonable request for an extension of time for completion, in increments of one year each.

2. Wherever used in this Agreement, the following words and phrases shall have the meaning herein given, unless the context requires a different meaning:

"Engineer" shall mean the City Engineer of the City of Selma, or his duly authorized representative.

"Inspector" shall mean the Engineer and/or the Building Official of the City of Selma.

"Standard Specifications" shall mean the City of Selma, County of Fresno, and/or State of California Standard Specifications, including attached details and amendments thereto, as applicable. Priority is set forth in section 3 herein.

"Division" shall mean and include the real property shown and described on the Phase II Final Map as being divided into parcels, including street areas of adjacent existing public streets to the centerline thereof.

3. All of the work and improvements and materials shall be performed, installed, and provided in strict accordance with the applicable Standard Specifications, approved plans and details submitted by Central Valley Engineering and Surveying approved February 16, 2017, incorporated herein as though set forth in full. All of said work and improvements shall also comply with the requirements of the Selma Municipal Code in all matters not otherwise controlled by the Standard Specifications. All of said work and improvements and materials shall be done, performed, and installed under the supervision of the Engineer, under whose direction the work shall be inspected as it progresses.

Notwithstanding the fact that the Subdivider's plans and specifications, completion of the work, and other acts are subject to the approval of the City, it is understood and agreed that any approval of the City hereof shall in no way relieve Subdivider of satisfactorily performing said work or Subdivider's obligations hereunder.

In the event of a conflict where more than one of the above Standard Specifications and/or Special Details addresses the matter of concern, the following is the priority of application: first, the approved Agreement; second, the City of Selma; third, County of Fresno; fourth, State of California. The determination of the Engineer is final for the purposes of this Agreement.

4. Subdivider agrees to perform and construct all work and improvements shown on the approved plans on file in the offices of the Engineer.

5. Subdivider and City hereby agree that Subdivider is obligated to pay those fees and charges set forth in Exhibit B, attached hereto and incorporated herein by reference. Said fees and charges are due and payable upon approval of Phase II Final Map by the City and prior to Recordation, unless agreed otherwise.

6. Neither the City nor any of its officers or agents shall be liable to Subdivider or Subdivider's employees, agents and/or contractors for any error or omission arising out of or in connection with any work to be performed under this contract.

7. 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 or willful misconduct of the City or its agents.

The Subdivider hereby releases and agrees to indemnify and hold the City, Engineer, and its officers, agents, employees, consultants 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 and upon 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 of damages caused solely by the negligence or willful misconduct of the City or its agents.

8. Prior to the commencement of any work pursuant to this Agreement, Subdivider's contractors shall furnish the City satisfactory evidence of an insurance policy written upon a form and by a company which meets with the approval of City insuring the City, Engineer and its officers, agents, employees, consultants and volunteers, against loss or liability which may arise during the work or which may result from any of the work herein required to be done, including all costs of defending any

claim arising as a result thereof. The minimum limits of such policy shall be in the amount of:

a. Comprehensive General Liability [(Coverage should be at least as broad as Insurance Services Office Commercial Liability Coverage (Occurrence Form CG001) (Broad Comprehensive General Liability)] \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

b. Automobile Liability [Coverage should be at least as broad Insurance Services Office Form CA0001 coverage Automobile Liability, Code 1 (any autos)] \$1,000,000 combined single limit per accident for bodily injury and property damage (owned or non-owned auto).

c. Workers Compensation and Employee Liability: Workers Compensation limits as required by the Labor Code of the State of California and Employee's Liability limits of \$1,000,000 per accident.

Said policy or policies as required by Section 8 herein shall include coverage for underground explosion and collapse. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respects to the City, Engineer, its officers, officials, employees, consultants and volunteers; or the Subdivider shall provide a bond guaranteeing payment of losses and related investigations, claims, administration and defense expenses.

9. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

a. The City, Engineer, its officers, officials, employees, agents, consultants and volunteers are to be covered as insured with respects to: liability arising out of the activities performed by or on behalf of the Subdivider; products and completed operations of the Subdivider; premises owned, occupied or used by the Subdivider; or automobiles owned, leased, hired or borrowed by the Subdivider. The coverage shall contain no special limitations on the scope of protection afforded to the City, Engineer, its officers, officials, employees, agents, or volunteers.

b. For any claims related to this project, the Subdivider's insurance coverage shall be primary insurance as respects to the City, Engineer, its officers, officials, employees, agents consultants or volunteers. Any insurance or self insurance maintained by the City, its officers, officials, employees, agents, consultants or volunteers shall be in excess of the Subdivider's insurance and shall not contribute to it.

c. Any failure to comply with reporting and other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.

d. The Subdividers insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insured's liability.

e. Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after prior written notice of 30 days by certified mail, return receipt requested, has been given to the City.

Insurance is to be placed with insurers with a current A.M. Best's Rating of no less than A:VII. Subdivider shall furnish the City with original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City. All endorsements are to be received and approved by the City before work commences. As an alternative to the City's forms, the Subdivider's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications. Subdivider shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all the requirements stated herein.

10. Subdivider shall file a Notice of Completion of the improvements herein specified.

11. At the time Subdivider submits the Final Map, Subdivider shall furnish to the City the following:

a. Improvement security in the amount of fifty percent (50%) of the total estimated cost for the faithful performance of work for the purpose of securing the performance of the work.

b. Improvement security in the amount of fifty percent (50%) of the total estimated cost of all required work to secure payment to the contractor, his subcontractors and to persons renting or furnishing labor or materials for such improvements.

c. Improvement security to secure the maintenance for a period of one (1) year after the completion and acceptance thereof against any defective work or labor done, or defective materials furnished, in the performance of the agreement with the City or the performance of the act. Said security shall not exceed an amount equal to ten percent (10%) of the estimated cost of furnishing and installing said facilities, 1% monumentation warranty. This security shall be in addition to any warranty required of the manufacturer.

d. Costs and reasonable expenses and fees, including reasonable attorney's and administrative fees, incurred by the local agency in successfully enforcing the obligation secured as a part of the obligation guaranteed by the security {00015376.DOC;1}

and in addition to the face amount of the security shall be the responsibility of the Subdivider.

e. Security payment in the estimated amount of taxes and special assessments collected as taxes which are a lien but which are not yet payable as referred to in §66493 of the Subdivision Map Act or satisfactory evidence in the form of a written receipt of payment of said taxes and special assessments as described herein at the time of recordation of the Map included in Exhibit A.

12. Subdivider and Subdivider's contractor and subcontractors shall pay for any materials, provisions and other supplies or terms used in, upon, for, or about the performance of the work contracted to be done, and for any work or labor thereon of any kind and for amounts due under the Unemployment Insurance Act of the State of California, with respect to such work or labor, and shall file with City pursuant to §3800 of the Labor Code a Certificate of Worker's Compensation and shall maintain a valid policy of Workers Compensation Insurance for the duration for the period of construction.

13. Compaction and soil tests and retests shall be paid for by Subdivider. Street and utility trench tests shall be taken in varying locations and depths as required and directed by the Engineer. Compaction tests failing to meet City's requirements shall require recompaction of the area and retesting until compaction requirements are achieved.

14. Subdivider shall comply with Street, Plumbing, Building, Electrical, and Zoning Codes and any other Codes of the City and Subdivider shall secure an Encroachment Permit from City and provide the necessary insurance policies required under said encroachment permit before working on any City or Public right-of-way or property, except utility trenching approved by the Engineer as not requiring encroachment permit.

15. It shall be the responsibility of Subdivider to coordinate all work done by Subdivider's contractors and subcontractors, such as scheduling the sequence of operations and the determination of liability if one operation delays another. In no case shall representatives of City be placed in the position of making decisions that are the responsibility of Subdivider. Subdivider shall provide the Engineer written notice not less than two (2) working days in advance of the actual date on which work is to be started. Failure on the part of Subdivider to notify the Engineer may cause delay for which Subdivider shall be solely responsible.

16. Whenever Subdivider varies the period during which work is carried on each day, Subdivider shall give due notice to the Engineer so that proper inspection may be provided. Any work done in the absence of the Engineer will be subject to rejection. The inspection of the work shall not relieve Subdivider of their obligations to fulfill the agreement as prescribed. Defective work shall be made good and unsuitable materials will be rejected, notwithstanding the fact that such defective work or

unsuitable materials have been previously overlooked by the Engineer or Inspector and accepted.

17. Any damage to the water or sewer system, concrete work, or street paving that occurs after installation and prior to release of bid and final acceptance shall be made good to the satisfaction of the Engineer by Subdivider before release of bond and final acceptance of completed work.

18. Adequate dust and mud control shall be maintain by Subdivider on all Streets within and around the subdivision on which work is required to be done under this agreement from the time work is first commenced in the subdivision until the paving of the streets is completed. "Adequate dust control" as used herein shall mean the sprinkling of the streets with water thereon with sufficient frequency to prevent the scattering of dust by wind or the activity of vehicles and equipment onto any street area of private property adjacent to the subdivision. Whenever in the opinion of the Engineer adequate dust control is not being maintained on any street or streets as required by this paragraph, the Engineer shall give notice to Subdivider to comply with the provisions of the paragraph forthwith. Such notice may be personally served upon the Subdivider or, if Subdivider is not an individual, upon any person who has signed this Agreement on Behalf of Subdivider or a superintendent or foreman of Subdivider or Subdividers contractors at the subdivision or, at the election of the Engineer, such notice may be mailed to Subdivider at Subdividers address on file with the Engineer. If within 24 hours after such personal service of such notice or within 48 hours after the mailing thereof as herein provided Subdivider shall not have commenced to maintain adequate dust control or shall at any time hereafter fail to maintain adequate dust control, the Engineer may, without further notice of any kind, cause any such street or streets to be sprinkled or oiled, as he may deem advisable to eliminate the scattering of dust, by equipment and personnel of the City or by contract as the Engineer shall determine, and Subdivider agrees to pay to City forthwith, upon receipt of billing thereof the entire cost to City of such sprinkling or oiling. When the surfacing on any existing street is disturbed, this surfacing shall be replaced with temporary or permanent surfacing within fourteen (14) calendar days, and the roadway shall be maintained in a safe and passable condition at all times between the commencement and final completion, and adequate dust control shall be maintained during these operations. Additionally, the Subdivider shall comply with all requirements of the San Joaquin Valley Air Pollution Control District.

19. Subdivider shall install all street improvements in accordance with Title IX of the Municipal Code of the City of Selma, the City of Selma Standard Specifications, and the construction plans.

20. Concrete curbs and gutters including but not limited to drive approaches, sewer house laterals, water services, gas mains, and their respective service connections, shall be completed before starting the street surfacing.

21. Time is of the essence with this Agreement, and the same shall bind and inure to the benefit of the parties hereto, their successors and assigns.

{00015376.DOC;1}

22. No assignment of this Agreement nor any duty or obligation of performance hereunder shall be made in whole or in part by Subdivider without the written consent of City which shall not be unreasonably withheld.

23. This Agreement includes the following exhibits which are included herewith and made a part of this Agreement:

- a. Exhibit A – Phase II Final Map
- b. Exhibit B - Development and Impact Fees and cash security
- c. Exhibit C – Conditions of Approval (Tentative Map 5217).
- c. Exhibit D – Findings for Approval

25. Subdivider agrees and does hereby consent and petition to include all sixty one (61) LOTS WITHIN Phase II of Tract Map 5217 (Exhibit “A”) as shown on the final Tract map No. 5217 Phase two to the Landscape and Lighting Maintenance District No.1 for utility and maintenance cost for lighting and landscape maintenance systems.

26. Condition 49 of the Conditions for Approval (Tentative Map) provided that the Subdivider shall construct signal lights at the intersection of Saginaw Avenue at Highland Avenue (State Highway 43) in conjunction with this project, and shall coordinate with CalTrans to their satisfaction and the Engineer. Approved Condition for the Tentative Map shall be amended to provide as follows:

“49. The City of Selma will perform a traffic count on the completion of Phase I at the intersection of Saginaw and State Route 43. The counts will be used to determine a baseline of current traffic impacts at the intersections. After the issuance of 20 Certificates of Occupancy of the 60 lots in Phase II, and after each additional 20 Certificates of Occupancy, a new traffic count will be prepared at the same intersection. When the count reveals the project impact has reached 100 trips, a Signal Warrant Study will be completed by a Traffic engineer paid by the Developer. If the Signal Warrant Study confirms the intersection should be signalized, the Developer will be required to construct signal light at Saginaw Avenue at Highland Avenue (State Highway 43) at that time.

The 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 the applicable improvements, upgrades and fees as required by the rules and regulations of the District.

27. In the event that either party to bring an action with respect to enforcement of any of the provisions of this Agreement, or the security under this Agreement, the prevailing party in such action shall be awarded its costs including reasonable attorney's fees.

{00015376.DOC;1}

28. The Engineer is assumed to be a just arbitrator between City, Subdivider, and Subdivider's contractor (herein "Contractor") and the entire work is under his jurisdiction to such end.

It is the Engineer's function to interpret the drawings and specifications; pass upon merits of materials or workmanship; compute amounts of and issue certificates for all payments to which Contractor may be entitled; decide upon all deductions from and additions to the contract price resulting from alterations; determine amount of damages accruing to either party from any cause; or conferences at any time during the progress of the work. Should the Subdivider, contractor, or any other party deem the engineer's final decision unjust, written appeal can be made to the City Council of the City of Selma within ten (10) days of the engineer's decision.

29. In the event an extension is granted to the time within which all work for the construction of improvements is to be completed on this Subdivision Map, the Subdivider agrees that it will comply with all the applicable standards in effect at the time the extension is granted.

30. It is agreed that all conditions of approval of the Tentative Map as modified or agreed by this Agreement, and any Site Plan Review shall apply to and be included in this Agreement.

31. In the event a dispute arises between Subdivider and Engineer an outside arbitrator will be engaged and his decision will be final and the parties further agree that they waive any right they might have to contest such rulings in a court of law except as any arbitrators decision in binding and final arbitration may be appealed to Superior Court under the law governing appeals of binding arbitration in the State of California.

32. Prior to acceptance of any improvements by City, the Subdivider shall provide to City as-built drawings. Subdivider shall provide the City with original plans and Auto Cad files of the Final Map and Improvement Plans.

33. Subdivider agrees that the street lighting and electrical systems shall be constructed pursuant to P.G. & E. and City requirements. The improvement plans shall be submitted to the City for approval and issuance of an encroachment permit prior to installation of the system along with a letter of approval from P.G. & E. which work must be completed before final acceptance of completed work hereunder.

The parties have executed this Agreement on the _____ day of February, 2018.

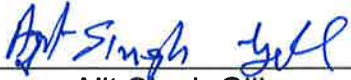
CITY

CITY OF SELMA,
A Municipal Corporation

By: 
Henry Perea


SUBDIVIDER

AJIT SINGH GILL

By: 
Ajit Singh Gill

ATTEST:

By: 
Reyna Rivera, City Clerk

By: 
Joseph Daggett, City Engineer

APPROVED AS TO FORM:

By: _____
Neal E. Costanzo, City Attorney

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."

STATE OF CALIFORNIA } §
COUNTY OF FRESNO }

On February 16, 2018, before me, Reyna Rivera, City Clerk, personally appeared Henry Perea, Interim Selma City Manager, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



CITY SEAL

Reyna Rivera

Signature

(Acknowledgment taken by City Clerk pursuant to California Civil Code Section 1181)

ALL CAPACITY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."

STATE OF CALIFORNIA } §
COUNTY OF FRESNO }

On February 16, 2018 before me, Reyna Rivera, City Clerk, personally appeared AJIT SINGH GILL

OWNER

, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



CITY SEAL

Reyna Rivera
Signature

(Acknowledgment taken by City Clerk pursuant to California Civil Code Section 1181)

EXHIBIT – “B”

DEVELOPMENT and IMPACT FEES

PROJECT: Tract 5217, Phase II
Saginaw & SR43

61 RESIDENTIAL

1. **STORM DRAIN FEES:** **\$89,848.57**
Storm Drainage fee
14.81 acres @ 6,066.75/acre

2. **STREET AND SIGNALIZATION FEES:** *Deferred to Building*

3. **IMPROVEMENT PLANS/INSPECTION**
(Based on Engineer's Estimate \$1,026,768
(not including sewer or water mains)

2% of first \$20,000	\$	400.00
1.5% of \$1,006,768	\$	15,101.52

SUB-TOTAL **\$105,350.09**

CREDITS:

Final Map Fee	N/A
Storm Drainage Fee	N/A
Per Agreement	N/A

Total Fees Due **\$105,350.09**

TOTAL FEES DUE

Total Security required for this Development based upon the approved Engineer's Estimate of \$1,360,558.00 is as follows:-

Faithful Performance Bond	(50%)	\$ 680,279.00
Labor and Material	(50%)	\$ 680,279.00
Maintenance Warranty	(10%)	\$ 136,055.80
Monumentation Warranty	(01%)	<u>\$ 13,605.58</u>

TOTAL SECURITY **\$1,510,219.38**

EXHIBIT - "C"

&

EXHIBIT - "D"

City Council Resolution No. 2003-83R

RESOLUTION NO. 2003-83R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA MAKING
FINDINGS FOR APPROVAL AND CONDITIONALLY APPROVING
VESTING TENTATIVE TRACT MAP NO. 5217
AND ENVIRONMENTAL ASSESSMENT NO. 2003-0080**

WHEREAS, on November 17, 2003, the Selma City Council, at a regularly scheduled meeting, considered a request by Michael Canales, for the approval of Vesting Tentative Tract Map No. 5217. The Vesting Tentative Tract Map, located on north side of the extension of Saginaw Avenue, east of Highland Avenue (State Highway 43) and west of Mitchell Avenue and approx 630 feet south of Nebraska Avenue (390-020-12, 61), proposes to subdivide approximately 40.33± acre site into 153 lots for R-1 single family residential purposes (minimum 7,000 square feet site area per dwelling unit) and 3 lots (12.7± acres) for C-1 neighborhood commercial purposes; and

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

WHEREAS, the City Council found that Vesting Tentative Tract Map No. 5217 is consistent with the Selma General Plan, because the regulations further the goals of the General Plan as listed in the Findings for Approval included in this Resolution as Attachment 'A'. The project is consistent with the objectives and policies of the General Plan and is an implementing device of the same; and

WHEREAS, the City Council, using independent judgment and analysis, considered Environmental Assessment No. 2003-0080 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. Based on all of the substantial evidence in the entire record and provided in the Initial Study prepared for this project, it has been determined that this project will not cause significant impacts on the environment, and the City Council certifies the adequacy of the document and adopts the Negative Declaration; and

WHEREAS, the City Council conducted a public hearing, as heretofore specified, and considered the Planning Division staff report and the findings and recommendations of the Planning Commission decision together with all public testimony of interested parties; and

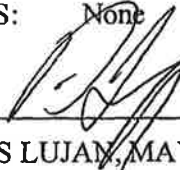
WHEREAS, the City Council deliberated and prepared its Findings for Approval for subdivision which are stated and included in this Resolution as Attachment 'A'.

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

1. The above facts are true and correct.
2. The City Council approves the Negative Declaration (Environmental Assessment No. 2003-0080) for the project and approves Vesting Tentative Tract Map No. 5217 subject to annexation, and subject to the Findings for Approval, made part of this Resolution as Attachment 'A', and subject to the Conditions of Approval listed in Attachment 'B' of this Resolution No. 2003-83R.


The foregoing Resolution No. 2003-83R is hereby approved the seventeenth day of November 2003 by the following vote, to wit:

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



DENNIS LUJAN, MAYOR, CITY OF SELMA

ATTEST:



Melanie A. Carter, City Clerk, City of Selma

Attachment 'A': Findings for Approval.
Attachment 'B': Conditions of Approval.

ATTACHMENT 'A'

**FINDINGS FOR APPROVAL
Vesting Tentative Tract No. 5217**

BASED ON THE REPORTS, EVIDENCE AND VERBAL PRESENTATIONS THE CITY COUNCIL FINDS THAT:

1. The proposed vesting tentative tract map is consistent with the Selma General Plan because, the residential use, density of development, neighborhood commercial, street type and provision of public facilities all meet the requirements set forth in the Selma General Plan, Municipal Code, and the California Subdivision Map Act which serves to implement the plan.
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 forth in the General Plan document.
3. The site is physically suitable for the residential development because the proposed subdivision proposes adequate lot size, lot configuration and access to approved streets to promote residential and neighborhood commercial development.
4. The site is physically suitable for the proposed density because the existing and planned infrastructure, required as conditions of development, will support the proposed development density. There are no physical constraints that would prohibit development at the density proposed.
5. The design of the subdivision and proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish, wildlife, or their habitat because no significant natural wildlife habitat exists on the project site.
6. The design of the project is not likely to cause serious public health problems because the provision of community sewer, water and storm drainage improvements, and the issuance of permits and monitoring by the Fresno County Health of those permits, will assure that no public health problems will result from the project.
7. The design of the subdivision does not conflict with any at large, public easements because the easements are required to be dedicated and/or shown on the final map.
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 there is a rough proportionality and/or a required degree of connection exists between the dedication imposed or public improvement required and the proposed development.

ATTACHMENT 'B'

Conditions of Approval Vesting Tentative Tract Map No. 5217

Planning Division

1. Vesting Tentative Tract Map No. 5217 is approved subject to the conditions as developed.
2. Vesting Tentative Tract Map No. 5217 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. A request to extend the Vesting Tentative Tract Map approval may be filed with the City Clerk. The request shall be filed at least 30 days prior to the expiration date and shall be processed in accordance with the procedures established by the Selma Municipal Code. The Tract Map shall be filed in accordance with all applicable City and State requirements.
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. Upon final recordation of this Tract Map or each phase, it shall be the Subdivider's responsibility to furnish to the Planning Department a minimum of four (4) scale copies of the original map obtained from the Fresno County Recorder's office.
5. The Subdivider 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.
6. The Subdivider 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.
7. All lighting fixtures shall have a sharp cut-off feature near the property line. Ambient light and glare outside of the project shall be minimized to residential levels.
8. The Subdivider shall obtain City approval in advance for temporary and permanent signs through a Sign 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.

9. The Subdivider, as a portion of the required improvements, shall provide landscaping and irrigation plans incorporating the Highland Avenue (State Highway 43) and the north side of Saginaw Avenue (adjacent to the neighborhood commercial lot) public rights-of-way for review and approval by the Community Development Department and Public Works as required herein. All irrigation systems shall be operated by an electric timer. No battery operated timers shall be permitted. The Subdivider 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. 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. 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 the landscape frontage adjacent to/ and running the entire length of Highland Avenue (State Highway 43) and the north side of Saginaw Avenue (adjacent to the neighborhood commercial lot) as shown on the Vesting Tentative Tract Map subject site.
12. The Subdivider shall request annexation of the landscaping and irrigation area along Highland Avenue (State Highway 43) and the north side of Saginaw Avenue (adjacent to the neighborhood commercial lot) into a landscape and lighting maintenance district of the City for maintenance after all landscaping and irrigation systems are installed, and shall enter into a maintenance agreement of the landscaping area along Saginaw Avenue and Highland Avenue with the City of Selma. The maintenance agreement shall be subject to review and approval by the Engineer, Public Works, and the City Attorney (See Condition No. 27).
13. The Subdivider is to provide a covenant for the Landscape and Lighting Maintenance District. The Subdivider acknowledges and agrees that such request serves as a petition pursuant to California State Proportions 218 and no further election will be required for the establishment of the initial assessment. The assessment for each lot must be obtained from the City for the tax year following the recordation of the Final Map. The estimated annual assessment is subject to limited annual adjustments. The Subdivider shall notify all potential lot buyers before they actually purchase a lot 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 shall supply all necessary assessment diagrams and other pertinent materials for the Landscape and Lighting Maintenance District annually until the year subsequent of recording of the Final Tract Map and assignment of new assessors parcel numbers by the county.

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. If the setback landscape improvements are not constructed within two (2) years of the recordation of the phased Final Map of Vesting Tentative Tract Map No. 5217, City shall have the right to request from surety and receive upon City's demand, sufficient funding to complete the construction of improvements for the landscaping. The two year period may be extended at City's sole option and discretion and upon such conditions as City shall determine.
15. All proposed Neighborhood Commercial land uses are subject to Selma Zoning Ordinance Chapter 20.1 Site Plan Review provisions.
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.

Building Division

17. One commercial coach may be used as a sales office for the project. The commercial coach shall be removed within two weeks after sale of the last residential lot of the subdivision. A conditional use permit shall not be required. However, the Subdivider shall submit a plot plan of any proposed commercial coach and improvements. Any commercial coach used for a sales office shall be handicapped accessible and seismically secured in accordance with applicable local, State and federal laws in effect at the time the coach is placed. Accessibility shall include exterior travel surfaces between parking and the sales trailer. Building permits are required for seismic strapping.
18. Two lots may be fenced for temporary storage of building materials. Setback lines of the City Code shall be adhered to.
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. The Subdivider shall provide all necessary plans 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 shall comply with the most currently adopted version of all California Codes and regulations as required.

Engineering Division

22. The Subdivider 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 incorporate a "Right to Farm" covenant statement on the map to ensure that normal farming operations may continue on adjacent and nearby agricultural uses and properties.
24. The Subdivider 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. Upon approval of Improvement Plans, the Subdivider shall provide the City with the appropriate number of copies.
26. All off-site improvements for each phase shall be constructed in conformance with City specifications and as approved by the Engineer. The design and construction of all public and private improvements shall be in accordance with City specifications and as approved by the Engineer, as are in effect at the time of approval of Vesting Tentative Tract Map No. 5217, except as otherwise provided for in these Conditions of Approval.
27. The Subdivider 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. The Subdivider shall furnish to the City acceptable security to guarantee the construction of the off-site street improvements in accordance with the Subdivision Map Act.
28. The Subdivider shall pay all applicable City development fees at the rate in effect at the time of payment and prior to Final Map approval by Council or have the fees payable directly to the City through a separate escrow account at the time of recordation of the Tract Map. The fees shall be as established by the City of Selma and shall include any adjustment that is authorized pursuant to Government Code section 66000 et seq.
29. The Subdivider 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.
30. The Subdivider shall comply with the requirements of the Pacific, Gas and Electric Company (P. G. & E.), SBC, ComCast. It shall be the responsibility of the Subdivider to notify P.G. & E. and SBC to remove utility poles where necessary. The City shall not accept first submittals without proof that the Subdivider has paid the appropriate

P.G. & E. engineering fees and provided P.G. & E. with a set of plans showing proposed electrical vaults and proposed sidewalk and curb grades adjacent to the vaults. All P.G. & 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.

31. The Subdivider shall submit a soils report to the Engineer.
32. All existing overhead and new utility facilities located on-site, or within the street rights-of-way adjacent to this subdivision shall be undergrounded, excepting the P.G. & E transmission towers.
33. All underground utilities installed under streets shall be installed, 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.
34. The Subdivider shall install street lights on metal poles to local utility providers' 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. Street lights shall be owned and maintained by the applicable local utility providers. Proof of local utility provider's approval shall be provided.
35. Drainage, grading, on-site and utility improvements shall be in accordance with plans reviewed and approved by the Engineer. The Subdivider 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 (See Condition No. 24). The Final Map shall not be approved prior to the development of storm drainage master plans for the subject site and tributary areas.
36. 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.
37. 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. The frontage and access on Saginaw Avenue, a collector street, shall be developed to approximately forty-six (46) feet of an ultimate width of seventy-two (72) foot Saginaw Avenue public right-of-way. The street improvements consist of curb, gutter, sidewalk, and street lights on the north side of Saginaw Avenue abutting the south side of the proposed Tract Map, and one drive lane on the south side of the street. Additional improvements may include, but are not limited to grading, paving, retaining walls, transitions, pavement markings, signage, and physical street barriers. The Subdivider shall construct a meandering sidewalk along the frontage of Highland Avenue (State Highway 43).
38. The Subdivider shall provide a sound wall adjacent to the residence on the south side of Saginaw Avenue on Highland Avenue as reviewed and approved by the Engineer.

39. All other interior streets shall be constructed as ultimate sixty (60) foot rights-of-way, including standard curb, gutter, sidewalk, handicap ramps, street lighting and full width permanent paving (40' permanent), pavement marking and signage. All streets shall be constructed in substantial conformance with the design of the approved Tract Map. The streets shall be constructed in accordance with Public Works standards and specifications approved by the Engineer.
40. Traffic and road signs shall be installed in conformance to requirements and as approved by the Engineer.
41. Monuments as described in Condition No. 41 shall be set as required by City standards and shall be shown on the Final Map.
42. The Subdivider 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.
43. The Subdivider shall obtain "R Value" tests in quantity sufficient to represent all street areas, and have street structural sections designed by a registered civil engineer based on these "R Value" tests.
44. The Subdivider shall enter into a Subdivision Agreement in accordance with the City of Selma Municipal Code prior to approval of the Final Map.
45. The Subdivider shall not install any fences, temporary or permanent in the public right-of-way.
46. The Subdivider shall construct a decorative solid six (6) foot masonry block wall separating the Tract Map from all proposed commercial General Plan designated areas adjacent to the Tract Map and. The Subdivider shall submit design and structural details for the type and style of the wall to the Engineer for review and approval. The wall shall include constructed pilaster columns with a maximum spacing of twenty feet (20'). The materials shall be of decorative block such as brick or split faced concrete block with textured block accents.
47. The Subdivider shall construct a solid six (6) foot and terraced masonry block wall along a portion of Lot 16 and Lot 154. The Subdivider shall submit design and structural details for the type and style of the wall to the Engineer for review and approval. The wall shall include constructed pilaster columns with a maximum spacing of twenty feet

(20'). The materials shall be of decorative block such as brick or split faced concrete block with textured block accents.

48. The Subdivider shall construct a solid six (6) foot masonry block wall on the north Tract Map boundary (Lots 67-78). The Subdivider shall submit design details for the type and style of the wall to the Community Development Department and the Engineer for review and approval.
49. The Subdivider shall construct signal lights at the intersection of Saginaw Avenue at Highland Avenue (State Highway 43) in conjunction with this project, and shall coordinate with Caltrans to their satisfaction and the Engineer. The signalization shall be completed prior to the issuance of 20%(percent) of the building permits on the residential lots and before and building permits are issued on the commercial property.
50. 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.
51. 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 that is compatible with ARC VIEW 3.2.
52. 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.
53. The Subdivider shall contact the Regional Water Quality Board and comply with all requirements, pay all applicable fees required, obtain any required NPDES permit, and implement Best Available Technology Economically Achievable and Best Conventional Pollutant Control Technology to reduce or eliminate storm water pollution. Plans for these requirements shall be included in the previously required set of construction plans and shall be submitted to and approved by the Board prior to the release of any development permits.

Fire Department

54. 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.
55. All weather access shall be provided to all areas of the development during construction to the satisfaction of the Fire Department.
56. The Subdivider shall comply with all applicable requirements of the Uniform Fire Code.

Selma Unified School District

57. This Tract Map will be subject to the District's school impact fees (established by and payable to the Selma Unified School District) pursuant to California Government Code Sections 53080 and 65995 at the time of building permit issuance.

Selma-Kingsburg-Fowler County Sanitation District (SEE ATTACHED)

58. The District can and will serve this project's sewer needs (see attached). Sewer connection and annexation fees will be applicable. The Subdivider shall comply with all applicable improvements and upgrades as per the rules and regulations of the District. A pre-design meeting with the Engineer and District staff is advisable.
59. The Subdivider 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 (SEE ATTACHED)

60. The Subdivider shall comply with all applicable improvements and upgrades as per the rules and regulations of Cal Water.
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 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 (SEE ATTACHED)

62. The Subdivider shall refer to the SJVAPCD suggested rules and mitigation measures to reduce pollutants as attached.

Consolidated Irrigation District

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

Consolidated Mosquito Abatement District (SEE ATTACHED)

64. The District recommends that any new subdivision be required to connect to existing storm water drainage systems whenever possible. If a ponding basin is going to be constructed for this purpose, the District is obligated to provide information and guidance to mitigate the potential to produce large numbers of mosquitoes.

County of Fresno Human Health System - Environmental Health (SEE ATTACHED)

65. All existing agricultural wells and irrigation systems must be safely and properly destroyed. The Subdivider shall obtain approval from the County of Fresno prior to the removal of any wells and irrigation systems.
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. 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.
68. Should any underground storage tank(s) be found on the premises, the Subdivider 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

69. As construction associated with the project will disturb one acre or more, compliance with the National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002 for Discharges of Storm Water Associated with Construction Activity will be required for potential discharges to surface waters, including ephemeral and intermittent drainages. Before construction begins, the proponent must submit a Notice of Intent (NOI) to comply with the permit, a site map, and appropriate fee to the State Water Resources Control Board (SWRCB) and a Storm Water Pollution Prevention Plan (SWPPP) must be prepared. If portions of the project area are to be sold off before the entire project is completed, the proponent must submit to us a Change of Information form identifying the new owners along with a revised site map clearly depicting those portions that were sold and those that are remaining. The proponent is also responsible for informing each new owner of their responsibility to submit their own NOI, site map, and appropriate fee to the SWRCB and prepare their own SWPPP (See Condition No. 52).

State of California Department of Transportation

70. The Subdivider shall comply with all applicable improvements, upgrades, and fees as per the rules and regulations of the District.
71. This segment of SR 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.
72. Curb, gutter and sidewalk needs to be installed along the frontage of the development along SR 43. Improvement plans for work within State right-of-way needs to be reviewed prior to submitting an encroachment permit application.

73. Proposed landscaping improvements along SR43 will need to be reviewed and approved by the Caltrans Office of Landscape Architecture.
74. 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 with the application and may be prepared in Metric or dual units (English and Metric). If using dual units, the preferred method is English first with Metric in parenthesis. Work planned within State right-of-way will be performed to State standards and specifications at no cost to the State. Plans for said work need to be reviewed and approved by the Permit Department and the Environmental Planning branch before a permit can be issued. Permits will be issued in accordance with Caltrans Streets and Highways Code, Section 671.5, "Time Limitations."
76. Project-related impact of the proposed Tract Map on the State highway system and pro-rata shares toward area wide circulation improvements will be assessed and provided to the Subdivider. Upon this Pro-Rata Share being made a condition of approval for this project, Caltrans will enter into a Pro-Rata Share Agreement with the Subdivider for the future specified improvements.

General Conditions

77. The conditions given herein are for the entire development. Attached are comments/conditions received by consulting departments and agencies.
78. For any sewer or water main, or under grounding of utilities, or major street to be installed by the Subdivider and eligible for reimbursement from future developments, the Subdivider shall submit to the City of Selma, all reimbursement requests in accordance with City regulations.
79. No additional commercial approach accesses shall be permitted directly off of the Neighborhood Commercial lots, Lot 154, Lot 155, and Lot 156.
80. No left hand turn access to the proposed Neighborhood Commercial center for southbound traffic on Highland Avenue shall be permitted. Curb and median barrier design and construction shall be reviewed and approved by the Engineer and Caltrans. A left turn pocket for southbound Highland Avenue traffic shall be designed at the intersection of Highland and Saginaw Avenue.
81. No left hand turn access onto Highland Avenue southbound from the proposed Neighborhood Commercial center shall be permitted. The same curb and median barrier design and construction shall prevail as in Condition #80.
82. Applicant or successor in interest shall provide a police substation on the commercial property and shall pay a Fire and Police Impact Fee of \$146,183.59.

ITEM NO:

10 . Consideration and Necessary Action on Resolution Approving

SUBJECT: Community Workforce Agreement between City and Building Council and Construction Trades Council and Unions and Requiring Agreement to be Bound as Condition to Consideration of Bids for Award of Construction Contract for Police Station Project

DISCUSSION: For the purpose, among others, of encouraging the hiring of local residents who possess the necessary skills and qualifications to provide labor in connection with the construction of the new Selma Police Station, the Fresno Madera, Tulare, Kings Building and Construction Trades Council and affiliated local unions have proposed the Community Workforce Agreement attached to the accompanying Resolution as Exhibit A (the "Agreement"). The contract is detailed and modeled after other similar contracts for a variety of Public Works projects by public entities within these counties. The Agreement, most significantly, provides that with respect to the construction of the new Police Station the City include in its solicitation for bidders a form, attached to the Agreement Addendum-A that requires the bidder to agree to be bound by this Agreement as a condition to consideration of the bid. (Agreement at page 5, Section 2.5). The Contract, in effect, would require that the successful bidder on this project employ workers at or below the level of General Foreman who are members of the Craft Unions that are parties to the Agreement. (at page 4-5, Sections 2.2 through 2.5.) The Unions (and its workers) agree there shall be not strikes, work stoppages, picketing, or other labor related disruption of the project (at page 6-7 Section 4.1 through 4.1.4). At Section 8.5, the Agreement includes a provision requiring the Contractor and all Sub-Contractors on the project (all of whom are required to agree to be bound by the Agreement) to make their "best efforts" to encourage and provide referrals and utilization of qualified workers who reside within the City of Selma and the surrounding Counties.

The Agreement has been reviewed by staff and is one that has been developed by the Unions and the Council over an extended period of time and used on a variety of Public Works projects. The Agreement accomplishes its purpose, which is effectively to require the employment of unionized labor on construction of this project and encourages the employment of local residents in those positions, to the extent allowed by law. The Agreement requires no revisions. Rather, the issue is whether it is in the best interest of the City to require from the lowest responsible bidder an agreement to be bound by this Agreement which effectively requires the employment of unionized labor. Very similar agreements have been the subject of a variety of decisions in the Courts of Appeal which have held that requiring competitive bidders to agree to be bound to this precise type of contract, as a condition to having their bids considered to be responsive is lawful and fully consistent with the competitive bidding laws found in the Public Contract Code that the City is required to adhere to in awarding the contract for this project. (*Associated Builders and*

Contractors v. San Francisco Airports Commission (1999) 21 Cal. App. 4th 352; *Associated General Contractors of America v. San Diego Unified School District* (2011) 195 Cal. App. 4th 748).

The Agreement fully complies with the Competitive Bidding laws. The other legal requirement the Construction Contract must conform to is the requirement of paying prevailing wages under Labor Code §1777.5. The above decisions hold that the prevailing wage law does not prohibit a Public Agency from requiring this type of contract as a condition to the bid being considered responsive, but the City must insure that prevailing wages are paid. Presumably, the wages paid to unionized labor are at or above the level set by the California Department of Labor as prevailing wages for this project. The Agreement specifically provides that wages paid persons who are members of the specified trade unions (Listed in Section 2.3.4 at page 5) are at or above the level set by the Department of Labor as prevailing wages.

The decision of whether to enact a requirement for an agreement to be bound by the Agreement from those bidding on this project turns on the Council's assessment of whether the Agreement accomplishes its goals of providing for an efficient method of completion of the construction work, free of work stoppages or strikes and encourages the employment of local residents: and, if so, whether the advancement of those purposes is or is not outweighed by any adverse consequences of entering into this Agreement. The one adverse consequence that is possible, although speculative, is that requiring an agreement to be bound by the Workforce Agreement from bidders on this project could increase the cost of the work, because the unionized labor required to be employed are paid more than non-unionized labor. Whether that is or is not a realistic possibility is dependent upon the extent to which unionized labor is used in this area on comparable public works projects. That is a matter as to which statistics or public information is not readily available. The best estimate of whether that adverse possibility may materialize can only be addressed by persons that are employed in these trades or in the business of being contractors on Public works projects, from whom testimony on this item is being solicited.

COMMUNITY WORKFORCE AGREEMENT

BY AND BETWEEN

THE CITY OF SELMA

AND

FRESNO, MADERA, TULARE, KINGS

BUILDING AND CONSTRUCTION TRADES COUNCIL

AND SIGNATORY CRAFTS COUNCIL AND UNIONS

Covering Construction of the City of Selma’s New Police Station

INTRODUCTION/FINDINGS

This Agreement is entered into this ____ day of _____, 20____, by and between the City of Selma (hereinafter the “City”), together with contractors and subcontractors of all tiers, who shall become signatory to this Agreement by signing the “**Agreement to be Bound**” (**Addendum A**) (referred to collectively herein as “Contractor(s)/Employer(s)”, and the Fresno, Madera, Kings and Tulare Counties Building and Construction Trades Council (hereinafter the “Council”) and its affiliated local Unions that have executed this Agreement (referred to collectively herein as “Union” or “Unions”).

The purpose of this Agreement is to promote the efficiency of construction operations for the City of Selma through the use of skilled labor resulting in quality construction outcomes, and to provide for the peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the Project.

WHEREAS, the City of Selma places high priority upon the development of comprehensive programs for the recruitment, training and employment of local area residents, and recognizing the ability of local pre-apprenticeship and apprenticeship programs to provide meaningful and sustainable career pathways to careers in the building and construction industry; and

WHEREAS, the timely and successful completion of the Project is of the utmost importance to meet the needs of the City of Selma and to avoid increased costs resulting from delays in construction; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work and will be represented by the Unions signatory to this Agreement and employed by contractors and subcontractors who are also signatory to this Agreement; and

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WHEREAS, the use of skilled labor on construction work increases the safety of construction projects as well as the quality of completed work; and

WHEREAS, the interests of the Unions, and the Contractors/Employers would be best served if the construction work proceeded in an orderly manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work; and

WHEREAS, the Contractors/Employers and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the Project and to encourage close cooperation among the Contractors/Employers and the Unions so that a satisfactory, continuous and harmonious relationship will exist among the parties to this Agreement; and

WHEREAS, this Agreement is not intended to replace, interfere with, abrogate, diminish or modify existing local or national collective bargaining agreements in effect during the duration of the Project, insofar as a legally binding agreement exists between the Contractors/Employers and the affected Unions, except to the extent that the provisions of this Agreement are inconsistent with said collective bargaining agreements, in which event, the provisions of this Agreement shall prevail; and

WHEREAS, the contract(s) for construction work on the Project will be awarded in accordance with the applicable provisions of the California State Public Contract Code and all state, local and federal laws; and

WHEREAS, the parties to this Agreement pledge their full good faith and trust to work toward the mutually satisfactory completion of the Project;

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES HERETO, AS FOLLOWS:

ARTICLE I
DEFINITIONS

1.1 “Agreement” means this Community Workforce Agreement.

1.2 “Agreement to be Bound” means the agreement (attached hereto and incorporated herein as Addendum A) that shall be executed by each and every Contractor/Employer as a condition of working on the Project.

1.3 “Completion” means that point at which there is Final Acceptance by the City of Selma of a Construction Contract and the City of Selma has filed a Notice of Completion. For the purposes of this definition, “Final Acceptance” means that point in time at which the City of Selma has determined upon final inspection that the work has been completed in all respects and all required contract documents, contract drawings, warranties, certificates, manuals and data have been submitted and training completed in accordance with the contract documents and the City of Selma has executed a written acceptance of the work.

1.4 “Construction Contract” means the public works or improvement contract(s)

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(including design-bid, design-build, lease-leaseback or other contracts under which construction of the Project is done) awarded by the City of Selma that are necessary to complete the Project.

1.5 “Contractor(s)/Employer(s)” or “Contractor(s)” or “Employer(s)” means any individual, firm, partnership or corporation (including the prime contractor, general contractor, construction manager, project manager, design-build entity, lease-leaseback entity or equivalent entity), or combination thereof, including joint ventures, and their successors and assigns, that is an independent business enterprise and enters into a contract with the City of Selma with respect to the construction of any part of the Project, under contract terms and conditions that are approved by the City of Selma and that incorporate this Agreement, and all contractors and subcontractors of any tier.

1.6 “Council” means the Fresno, Madera, Kings and Tulare Counties Building and Construction Trades Council.

1.7 “City” means the City of Selma, its governing board, officers, agents and public employees, including managerial personnel.

1.8 “Master Agreement” or “Schedule A” means the Master Collective Bargaining Agreement of each craft Union signatory hereto.

1.9 “Project” means the City of Selma’s New Police Station of ± 14,000 square feet.

1.10 “Project Manager” means the person(s) or entity(ies) designated by the City of Selma to oversee all phases of construction on the Project and the implementation of this Agreement.

1.11 “Union” or “Unions” means the Fresno, Madera, Kings and Tulare Counties Building and Construction Trades Council and its affiliated local Unions signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations, whose names are subscribed hereto and who have through their officers executed this Agreement.

ARTICLE II **SCOPE OF AGREEMENT**

2.1 **Parties:** This Agreement applies to and is limited to all Contractors/Employers performing Construction Contracts on the Project (including subcontractors at any tier), and their successors and assigns, the Authority, the Council and the Unions signatory to this Agreement.

2.2 **Applicability:** This Agreement governs all Construction Contracts awarded on the Project. For purposes of this Agreement, Construction Contracts shall be considered completed as set forth in Section 1.3, except when the City of Selma directs a Contractor to engage in repairs, warranty work, modifications or punch list work as required under a Construction Contract or when a Contractor performs work under a change order for a Construction Contract.

2.3 **Covered Work:** This Agreement covers, without limitation, all on-site site preparation, surveying, construction, alteration, demolition, installation, improvement,

remediation, retrofit, painting, or repair of buildings, structures and other works, and related activities for the Project, that is within the craft jurisdiction of one of the Unions and which is directly or indirectly part of the Project, including, without limitation to the following examples, geotechnical and exploratory drilling, temporary HVAC, landscaping and temporary fencing, pipelines (including those in linear corridors built to serve the Project), pumps, pump stations, start-up, modular furniture installation and final clean-up. On-site work includes work done for the Project in temporary yards, dedicated sites, or areas adjacent to the Project, and at any on-site or off-site batch plant constructed solely to supply materials to the Project. This scope of work includes all soils and materials testing and inspection where such testing and inspection is a classification in which a prevailing wage determination has been published.

2.3.1 This Agreement applies to any start-up, calibration, commissioning, performance testing, repair, maintenance, and operational revisions to systems and/or subsystems for the Project performed after Completion, unless performed by City of Selma employees.

2.3.2 This Agreement covers all on-site fabrication work over which the City, Contractor(s)/Employer(s) or subcontractor(s) possess the right of control (including work done for the Project in any temporary yard or area established for the Project). Additionally, this Agreement covers any off-site work, including both (i) fabrication necessary for the Project defined herein, that is covered by a current Schedule A Agreement or local addenda to a National Agreement of the applicable Union(s) that is in effect as of the execution date of this Agreement-

2.3.3 Work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of their National Agreements as follows: the National Agreement of Elevator Constructors, the National Transient Lodge (NTL) Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, and any instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, with the exception that Articles IV, XIII and XIV of this Agreement shall apply to such work.

2.4 Exclusions: The following shall be excluded from the scope of this Agreement:

2.4.1 This Agreement is not intended to, and shall not, affect or govern the award of public works contracts by the City of Selma that are not included in the Project.

2.4.2 This Agreement shall not apply to a Contractor/Employer's non-construction craft executives, managerial employees, supervisors above the level of general foreman (except those covered by existing Master Agreements), and administrative and management personnel.

2.4.3 This Agreement shall not apply to any non-Project work performed on or near or leading to the site of work covered by this Agreement that is undertaken by state, county, city, or other governmental bodies or their contractors, or by public or private utilities.

2.4.4 This Agreement shall not apply to off-site maintenance of leased equipment and on-site supervision of such work.

2.4.5 The City of Selma shall not be required to comply with this Agreement for any work performed with its own forces as permitted by the Public Contract Code.

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2.5 Award of Contracts: It is understood and agreed that the City of Selma has the right to select any qualified bidder for the award of Construction Contracts under this Agreement. The bidder need only be willing, ready and able to execute and comply with this Agreement. It is further agreed that this Agreement shall be included in all invitations to bid or solicitations for proposals from contractors or subcontractors for work on the Project that are issued on and after the effective date of this Agreement. A copy of all invitations to bid shall be provided at time of issuance to the Council.

ARTICLE III EFFECT OF AGREEMENT

3.1 By executing this Agreement, the Unions and the City of Selma agree to be bound by each and all of the provisions of the Agreement.

3.2 By accepting the award of work under a Construction Contract for the Project, whether as a Contractor or subcontractor thereunder, the Contractor/Employer agrees to be bound by each and every provision of the Agreement and agrees that it will evidence its acceptance prior to the commencement of work by executing the **Agreement to be Bound** in the form attached hereto as **Addendum A**.

3.3 At the time that any Contractor/Employer enters into a subcontract with any subcontractor providing for the performance of work under a Construction Contract, the Contractor/Employer shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor, as a condition of accepting the award of a construction subcontract, to agree in writing by executing the **Agreement to be Bound** to be bound by each and every provision of this Agreement prior to the commencement of work. The obligations of a Contractor may not be evaded by subcontracting. If the subcontractor refuses to execute the **Agreement to be Bound**, then such subcontractor shall not be awarded a construction subcontract to perform work on the Project.

3.4 This Agreement shall only be binding on the signatory parties hereto and their successors and assigns, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party. Each Contractor/Employer shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement, except as otherwise provided by law or the applicable Schedule A. Any dispute between the Union(s) and the Contractor(s)/Employer(s) respecting compliance with the terms of the Agreement shall not affect the rights, liabilities, obligations and duties between the Union(s) and other Contractor(s)/Employer(s) party to this Agreement.

3.5 It is mutually agreed by the parties that any liability by a Union signatory to this Agreement shall be several and not joint. Any alleged breach of this Agreement by a Union shall not affect the rights, liabilities, obligations and duties between the Contractor(s)/Employer(s) and the other Union(s) party to this Agreement.

3.6 The provisions of this Agreement, including the Schedule A's incorporated herein by reference, shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreements which may conflict with or differ from the terms of this Agreement. To the extent a provision of this Agreement is inconsistent with a Schedule A, the provisions of this Agreement shall prevail. Where a provision of a Schedule A is not inconsistent with this Agreement, the provision of the Schedule A shall apply.

ARTICLE IV
WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

4.1. The Unions, Authority, and Contractor(s)/Employer(s) covered by this Agreement agree that for the duration of the Project:

4.1.1 There shall be no strikes, sympathy strikes, work stoppages, picketing, hand billing or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, for any reason, by the Unions or employees employed on the Project, at the job site of the Project or at any other facility of the City of Selma because of a dispute on the Project. Disputes arising between the Unions and Contractor(s)/ Employer(s) on other City of Selma projects are not governed by the terms of the Agreement or this Article.

4.1.2 There shall be no lockout of any kind by a Contractor/Employer of workers employed on the Project.

4.1.3 If a Master Agreement expires before the Contractor/Employer completes the performance of work under a Construction Contract and the Union or Contractor/Employer gives notice of demands for a new or modified Master Agreement, the Union agrees that it will not strike on work covered by this Agreement and the Union and the Contractor/Employer agree that the expired Master Agreement will continue in full force and effect for work covered under this Agreement until a new or modified Master Agreement is reached. If the new or modified Master Agreement provides that any terms of the Master Agreement shall be retroactive, the Contractor/ Employer agrees to comply with any retroactive terms of the new or modified Master Agreement that are applicable to any employee(s) on the Project during the interim, with retroactive payment due within seven (7) calendar days of the effective date of the new or modified Master Agreement.

4.1.4 In the case of nonpayment of wages or trust fund contributions on the Project, the Union shall give the City of Selma and the Contractor/Employer three (3) business days' notice when nonpayment of trust fund contributions has occurred, and one (1) business days' notice when nonpayment of wages has occurred or when paychecks being tendered to a financial institution normally recognized to honor such paychecks will not honor such paycheck as a result of insufficient funds, of the intent to withhold labor from the Contractor/Employer's or their subcontractor's workforce, during which time the Contractor/Employer may correct the default. In this instance, a Union's withholding of labor (but not picketing) from a Contractor/Employer that has failed to pay its fringe benefit contributions or failed to meet its weekly payroll shall not be considered a violation of this Article.

4.1.5 Notification: If the City of Selma contends that any Union has violated this Article, it will so notify, in writing, the Senior Executive of the Council and the Senior

Executive of the Union, setting forth the facts alleged to violate the Article, prior to instituting the expedited arbitration procedure set forth below. The Council will immediately use its best efforts to cause the cessation of any violation of this Article. The leadership of the Union will immediately inform the workers of their obligations under this Article. A Union complying with this obligation shall not be held responsible for unauthorized acts of employees it represents.

4.2 Expedited Arbitration: Any party to this Agreement shall institute the following procedure, prior to initiating any other action at law or equity, when a breach of this Article is alleged to have occurred.

4.2.1 A party invoking this procedure shall notify Robert Hirsch, as the permanent arbitrator, or Barry Winograd, as the alternate arbitrator under this procedure. In the event the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, then the parties shall select the arbitrator from the list in Section 13.4. Notice to the arbitrator shall be by the most expeditious means available, with notice by email and telephone to the City of Selma and the party alleged to be in violation, and to the Council and involved local Union if a Union is alleged to be in violation.

4.2.2 Upon receipt of said notice, the City of Selma will contact the permanent arbitrator named above, or his alternate, who will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

4.2.3 The arbitrator shall notify the parties by email and telephone of the place and time for the hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of an award by the arbitrator.

4.2.4 The sole issue at the hearing shall be whether or not a violation of Section 4.1 of the Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but the parties shall not delay compliance with or enforcement of the award due to the issuance of a written opinion. The arbitrator may order cessation of the violation of this Article and other appropriate relief and such award shall be served on all parties by hand or registered mail upon issuance. Should a party found in violation of this Article fail to comply with an arbitrator's award to cease the violation, the party in violation shall pay to the affected party as liquidated damages the sum of ten thousand dollars (\$10,000.00) per shift for which it failed to comply, or portion thereof, until such violation is ceased. The arbitrator shall retain jurisdiction to resolve any disputes regarding the liquidated damages claimed under this section.

4.2.5 Such award may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. The party filing such enforcement proceedings shall give written notice to the other party. In the proceeding to obtain a temporary order enforcing the arbitrator's award as issued under this Article, all parties waive the right to a hearing and agree that such proceedings may be

ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.

4.2.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure, or which interfere with compliance, are waived by the parties.

4.2.7 The fees and expenses of the arbitrator shall be divided equally between the party instituting the arbitration proceedings provided in this Article and the party alleged to be in breach of its obligation under this Article.

4.2.8 Should either the permanent or the alternate arbitrator identified above no longer work as a labor arbitrator, the City of Selma and the Council shall mutually agree to a replacement.

ARTICLE V **PRE-CONSTRUCTION CONFERENCE**

5.1 **Timing:** The Project Manager shall convene and conduct a pre-construction conference. The Project Manager will advise the Council with prior notice of:

- (a) The commencement of any Project work, and
- (b) The commencement of Project work on each subsequently awarded Construction Contract.

5.2 **Joint Labor Management Meetings:** In order to ensure the terms of this Agreement are being fulfilled and all concerns pertaining to the Authority, the Unions and the Contractors are addressed, the General Contractor and Secretary Treasurer of the Council, or designated representatives thereof, shall meet on a periodic basis during the term of construction. The City of Selma and the Council shall have the right to call a meeting of the appropriate parties to ensure the terms of this Agreement are being fulfilled.

ARTICLE VI **NO DISCRIMINATION**

6.1 The Contractors/Employers and the Unions agree to comply with all non-discrimination provisions of federal, state and local law, to protect employees and applicants for employment, on the Project.

ARTICLE VII **UNION SECURITY**

7.1 The Contractors/Employers recognize the Unions as the sole bargaining representative of all craft employees working within the scope of this Agreement.

7.2 All employees who are employed by Contractors/Employers to work on the Project will be required to become members and maintain membership in the appropriate Union on or before eight (8) days of consecutive or cumulative employment on the Project.

Membership under this section shall be satisfied by the tendering of periodic dues and fees uniformly required to the extent allowed by law.

7.3 Authorized representatives of the Unions shall have access to the Project whenever work covered by this Agreement is being, has been, or will be performed on the Project.

ARTICLE VIII
REFERRAL

8.1 Contractor(s)/Employer(s) performing construction work on the Project shall, in filling craft job requirements, utilize and be bound by the registration facilities and referral systems established or authorized by the Unions signatory hereto. The Contractor(s)/Employer(s) shall have the right to reject any applicant referred by the Union(s), in accordance with the applicable Master Agreement.

8.2 The Parties recognize the City's commitment to provide opportunities to participate on the Project to emerging business enterprises as well as other enterprises that may not have previously had a relationship with the Unions signatory to his Agreement. To ensure that such enterprises will have an opportunity to employ their "key" employees on the Project, the Parties agree that in those situations where a Contractor/Employer who is not party to a current collective bargaining agreement with the signatory Union having jurisdiction over the affected work is a successful bidder, the Contractor/Employer may request by name, and the Union will honor, referral of core non-apprentice persons who have applied to the local Union for the project work and who demonstrate to the local union dispatcher and provide satisfactory proof of all the following qualifications:

- (1) possess any and all license(s) required by state or federal law for the Project work to be performed;
- (2) have worked a total of at least one thousand (1000) hours in the construction craft during the prior three (3) years;
- (3) were on the Contractor/Employer's active payroll for at least sixty (60) out of the one hundred (100) calendar days prior to the contract award;
- (4) have the ability to perform safely the basic functions of the applicable trade;

The Union will refer to such Contractor/Employer one employee from the hiring hall out of work list for each affected craft, and will then refer one of the Contractor/Employer's "key" employees as defined above. The process then will then be repeated, one and one, until a maximum of five (5) "key" employees have been hired, after which point hiring will be done in accordance to section 8.1 above.

8.3 Contractor(s)/Employer(s) shall have the unqualified right to select and hire directly all supervisors above the level of general foreman it considers necessary and desirable, without such persons being referred by the Union(s) (unless such craft construction employees are covered by existing Master Agreements).

8.4 In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor/Employer for employees within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after such requisition is made by the Contractor/Employer, the Contractor/Employer shall be free to obtain workers from any source. A Contractor/Employer who hires any worker(s) to perform Covered Work on the Project pursuant to this section shall immediately provide the appropriate Union with the name and address of such worker(s) and shall immediately refer such worker(s) to the appropriate Union to satisfy the requirements of Article VII of this Agreement.

8.5 Employment of Local Residents: The Unions and Contractors agree that, to the extent allowed by law, and as long as they possess the requisite skills and qualifications, the Unions and Employers will refer and/or recruit sufficient numbers of skilled craft Local Residents as defined herein, to fulfill the requirements of the Contractors. In recognition of the fact that the City and the communities surrounding Project Work will be impacted by the construction of the Project Work, the parties agree to support the hiring of workers from the residents of these surrounding areas. Towards that end, the Unions shall provide referrals and utilization of qualified workers who reside within Fresno, Madera, Kings and Tulare Counties and the City of Selma Zip Code 93662. If the Unions cannot provide the Contractors a sufficient number of persons from within Fresno, Madera, Kings and Tulare Counties, the Unions shall recruit for referral persons residing within Neighboring Counties.

8.6 A minimum of 40% of the total work hours shall be performed by workers residing within Fresno, Madera, Kings and Tulare Counties, using the process described in Section 8.5 above.

8.7 The Council agrees to support the operation of pre-apprentice referral programs in Fresno. This shall include, but not limited to, those individuals who have successfully completed Jumpstart, Fresno, Madera, Tulare, Kings Building and Construction Trades Council, or Slingshot. Such individuals, however, must meet the qualifications and minimum requirements for the respective craft Union, or their respective apprentice or training programs, in order to be placed on the referral roles or placed into such apprenticeship or training programs. Such placement is subject to the individuals' compliance with Article VII.

8.8 Contractors shall use their best efforts and adhere to the requirements of this section. The failure of a Contractor to comply with the requirements of this section shall be subject to the Grievance Procedure identified in Article XIII.

ARTICLE IX

WAGES AND BENEFITS

9.1 The Contractors/Employers agree to pay contributions to the vacation, pension and/or other form of deferred compensation plan, apprenticeship, worker protection and assistance, and health benefit funds established by the applicable Master Agreement(s) for each hour worked on the Project, in the amounts designated in the Master Agreement(s) of the appropriate local Union(s).

9.2 By signing this Agreement, the Contractors/Employers adopt and agree to be bound by the written terms of the legally established Trust Agreements described in Section 9.1,

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which may from time to time be amended, specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractors/Employers authorize the parties to such local Trust Agreements to appoint trustees and successor trustees to administer the Trust Funds and hereby ratify and accept the trustees so appointed as if made by the Contractors/Employers. The Contractors/Employers agree to execute a separate Subscription Agreement(s) when such Trust Fund(s) requires such document(s).

9.3 Wages, Hours, Terms and Conditions of Employment: The wages, hours and other terms and conditions of employment on the Project shall be governed by the Master Agreement of the respective craft, to the extent such Master Agreement is not inconsistent with this Agreement. Where a subject is covered by the Master Agreement and not covered by this Agreement, the Master Agreement will prevail. When a subject is covered by both the Master Agreement and this Agreement, to the extent there is any inconsistency, this Agreement will prevail.

9.4 Holidays: Holidays shall be in compliance with the applicable Master Agreement.

ARTICLE X **APPRENTICES**

10.1 Recognizing the need to develop adequate numbers of competent workers in the construction industry, the Contractors/Employers shall employ apprentices from a California state-approved Joint Apprenticeship Training Program in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured.

10.2 The apprentice ratios will be in compliance with the applicable provisions of the California Labor Code and Prevailing Wage Rate Determinations.

10.3 Consistent with the Master Agreements, there shall be no restriction on the utilization of apprentices in performing the work of their craft, provided they are properly supervised.

ARTICLE XI **HELMETS TO HARDHATS**

11.1 The Contractors/Employers and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors/Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

11.2 The Unions and Contractors/Employers agree to coordinate with the Center to participate in an integrated database of veterans interested in working on the Project and of

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apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE XII **COMPLIANCE**

12.1 It shall be the responsibility of the Contractors/Employers and Unions to investigate and monitor compliance with the provisions of the Agreement contained in Article VIII and Article IX. Nothing in this Agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent Trust Fund contributions from Contractors/Employers on the Project. The City of Selma shall monitor and enforce compliance with the prevailing wage requirements of the state and the Contractors/Employers' compliance with this Agreement.

ARTICLE XIII **GRIEVANCE ARBITRATION PROCEDURE**

13.1 Project Labor Disputes: All disputes involving the application or interpretation of a Master Agreement to which a Contractor/Employer and a Union are parties shall be resolved pursuant to the resolution procedures of the Master Agreement. All disputes relating to the interpretation or application of this Agreement, other than disputes under Article IV (Work Stoppages, Strikes, Sympathy Strikes and Lockouts) and Article XIV (Work Assignments and Jurisdictional Disputes), shall be subject to resolution by the grievance arbitration procedures set forth below.

13.2 Employee Discipline: All disputes involving the discipline and/or discharge of an employee working on the Project shall be resolved through the grievance and arbitration provisions contained in the Master Agreement for the craft of the affected employee. No employee working on the Project shall be disciplined or discharged without just cause.

13.3 No grievance shall be recognized unless the grieving party (Union or District Council on its own behalf, or on behalf of an employee whom it represents, or a Contractor/Employer on its own behalf) provides notice in writing to the party with whom it has a dispute within five (5) business days after becoming aware of the dispute but in no event more than twenty (20) business days after it reasonably should have become aware of the event giving rise to the dispute. Time limits may be extended by mutual agreement of the parties.

13.4 Grievances shall be settled according to the following procedures:

Step 1: Within five (5) business days after the receipt of the written notice of the grievance, the representative of the involved Union or District Council, or his/her designee and the representative of the involved Contractor/Employer, shall confer and attempt to resolve the grievance.

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Step 2: If the grievance is not resolved at Step 1, within five (5) business days of the Step 1 meeting, the alleged grievance may be referred in writing by either involved party to the Business Manager(s) of the affected Union(s) involved and the Labor Relations Manager of the Contractor/Employer, or the Contractor/Employer's designated representative, for discussion and resolution. Regardless of which party has initiated the grievance, the Union shall notify its International Union representative prior to the Step 2 meeting, and the International Union representative shall advise if it intends to participate in the Step 2 meeting. The Project Manager and the Council shall have the right to participate in any efforts to resolve the dispute at Step 2.

Step 3: If the grievance is not resolved at Step 2, within five (5) business days of the Step 2 meeting, either party may request the dispute be submitted to arbitration or the time may be extended by mutual consent of both parties. Within five (5) business days after referral of a dispute to Step 3, the representatives shall choose an arbitrator for final and binding arbitration. An arbitrator shall be selected by the alternate striking method from the list of five (5) below. The order of striking names from the list of arbitrators shall be determined by a coin toss, the winner of which shall decide whether they wish to strike first or second

1. William Riker
2. Morris Davis
3. William Engler
4. Robert Hirsch
5. Barry Winograd

13.5 The decision of the Arbitrator shall be final and binding on all parties. The Arbitrator shall have no authority to change, amend, add to or detract from any of the provisions of the Agreement. The expense of the Arbitrator shall be borne equally by both parties. The Arbitrator shall arrange for a hearing on the earliest available date from the date of his/her selection. A decision shall be given to the parties within five (5) calendar days after completion of the hearing unless such time is extended by mutual agreement. A written opinion may be requested by a party from the presiding Arbitrator.

13.6 The time limits specified at any step of the Grievance Procedure may be extended by mutual agreement of the parties. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without an agreed upon extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing and/or resolution of like or similar grievances or disputes.

13.7 In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this Grievance Procedure, the parties agree that such settlements shall not be precedent setting.

13.8 Should any of the arbitrators listed in this Article or Article IV no longer works as a labor arbitrator, the City of Selma and the Council shall mutually agree to a replacement.

ARTICLE XIV
WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

14.1 The assignment of Covered Work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of the Jurisdictional Disputes in the Construction Industry (the “Plan”) or any successor Plan.

14.2 All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Employers parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Unions parties to this Agreement.

14.3 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5 of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch and Thomas Pagan, and the Arbitrator’s hearing on the dispute shall be held at the offices of the California State Building and Construction Trades Council in Sacramento, California, within fourteen (14) days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

14.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer’s assignment shall be adhered to until the dispute is resolved. Individual employees violating this section shall be subject to immediate discharge. Each Employer will conduct a pre-job conference with the Council prior to commencing work. The City of Selma will be advised in advance of all such conferences and may participate if it wishes. Pre-job conferences for different Employers may be held together.

ARTICLE XV
MANAGEMENT RIGHTS

15.1 Consistent with the Schedule A agreements, the Contractors/Employers shall retain full and exclusive authority for the management of their operations, including the right to direct their work force in their sole discretion. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees, except that lawful manning provisions in the Master Agreement shall be recognized.

ARTICLE XVI
DRUG AND ALCOHOL TESTING

16.1 The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms at any time during the work day is prohibited.

16.2 Drug and alcohol testing shall be conducted in accordance with the Substance Abuse Prevention Policies contained in the applicable Schedule A.

ARTICLE XVII
SAVINGS CLAUSE

17.1 The parties agree that in the event any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void, by a court of competent jurisdiction, the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or word which will meet the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or word in question.

17.2 The parties agree that in the event a decision of a court of competent jurisdiction materially alters the terms of the Agreement such that the intent of the parties is defeated, then the entire Agreement shall be null and void.

17.3 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the City of Selma from complying with all or part of its provisions and the City of Selma accordingly determines that the Agreement will not be required as part of an award to a Contractor/Employer, the Unions will no longer be bound by the provisions of Article IV.

ARTICLE XVIII
TERM

18.1 This Agreement shall be included in the bid documents, requests for proposals, or other equivalent Project solicitations, which shall indicate that entering into this Agreement is a condition of the award of a Construction Contract(s) for the Project.

18.2 This Agreement shall become effective on the day it is executed by the City of Selma and by the Council.

18.3 This Agreement may be executed in counterparts, such that original signatures may appear on separate pages and when bound together all necessary signatures shall constitute an original. Faxed or emailed PDF signature pages transmitted to other parties to this Agreement shall be deemed the equivalent of original signatures.

18.4 This agreement expires at the completion of the project.

CITY OF SELMA

By: _____

Date: _____

FRESNO, MADERA, KINGS AND TULARE
COUNTIES BUILDING AND CONSTRUCTION
TRADES COUNCIL

By: _____
Chuck Rojas, Secretary Treasurer

Date: _____

[SIGNATURE BLOCKS FOR UNIONS]

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Addendum A

AGREEMENT TO BE BOUND

[Date]
[Addressee]
[Address]

Re: Community Workforce Agreement for the New City of Selma’s New Police Station --
Agreement To Be Bound

Dear Mr./Ms. _____:

The undersigned confirms that it agrees to be a party to and bound by the Community Workforce Agreement for the New City of Selma’s New Police Station as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this **Agreement to be Bound**, the undersigned subscribes to, adopts and agrees to be bound by the written terms of the legally established trust agreements as set forth in Section 9.1, as they may from time to time be amended, specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such trust funds, and ratifies and accepts the trustees appointed by the parties to such trust funds. The undersigned agrees to execute a separate Subscription Agreement(s) for such trust funds when such trust fund(s) require(s) such document(s).

The obligation to be a party to and bound by this Agreement shall extend to all work covered by this Agreement undertaken by the undersigned. The undersigned shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of this Agreement by signing an identical Agreement to be Bound.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

CONTRACTOR/SUBCONTRACTOR: _____

California Contractor State License No. or Motor Carrier (CA) Permit No.: _____

Name of Authorized Person (print): _____

Signature of Authorized Person: _____

Title of Authorized Person: _____

Telephone Number of Authorized Person: _____

Address of Authorized Person: _____

State Public Works Registration Number: _____



Selma Police Department

POLICE DEPARTMENT BI-WEEKLY COUNCIL UPDATE (2/17/18 – 3/2/18)

Crime Trends

- Over the last 14 days, since the last Council report, overall crime in the city of Selma has dropped by 17%. Reported violent crime during this period was unchanged (5 reported in each of the 2-week time frames). There were no Domestic Violence-related crimes reported during this period.
- Property Crime reductions accounted for the overall drop in crime. We saw a 40% drop in burglary, a 19% drop in theft, and a 9% drop in Auto Theft.

SIGNIFICANT CALLS FOR SERVICE

- On 2/20/18, at approximately 2:40pm, officers were dispatched to 2970 Olive St. for a fight in progress between a boyfriend and a girlfriend. When officers arrived, a female was located with several knife slashes to the legs and was rushed to CRMC for emergency medical treatment. The suspect in this case was identified as Eluterio Padilla (6-30-89), who “may be the ex-boyfriend of the victim’s girlfriend”. The investigation is on-going.
- On 02/23/18, at approximately 10:37pm, officers were dispatched to 3443 Snyder Street, in regard to shots fired and a subject being shot. Upon arrival, officers observed a male subject lying on his back on a couch in the living room area of this residence with a gunshot wound to his stomach area. The victim stated while he was in the drive way area of his residence, a known subject shot him with a shot gun. Ortiz was transported to CRMC for treatment. The victim was treated for the wound (bird shot) is currently recovering and is listed in stable condition. The motive is unknown, but may be an on-going dispute between the suspect & the victim.
- On 2/26/18, at approximately 9:35pm, officers were dispatched to 2329 Adobe St. regarding a call of an unresponsive 3-week old baby boy. Upon arrival, officers were told by the parents, Marisol Saldana and Nemecio Ledezma, Sr, their 3-week old child had been sleeping in the same bed with the father. When the mother came into the bedroom, the father was asleep, and the child was covered in blankets. She removed the blankets and found the baby unresponsive. Officers assessed the child’s condition and began CPR. EMS personnel immediately took over CPR upon arrival and transported the child to Adventist Medical Center. At approximately 10:20pm, hospital officials declared the child deceased. The investigation found no signs of foul play, which was confirmed by the coroner as autopsy, pending toxicology report results.



Selma Police Department

Personnel

- **Personnel Vacancies (existing & pending)**
 - Two new police officers started orientation Feb 26th
 - One cadet being sponsored while finishing the academy
 - Records Clerk position filled, starts March 21
 - Dispatch candidate background nearly completed
 - Additional Sworn position applications being reviewed

Special Events

- The Bringing Broken Neighborhoods Back to Life Annual Appreciation Luncheon was held on Saturday, February 23, 2018. 2018 tentative dates for BBNBTL Block Party events include:
 1. April 14
 2. May 12
 3. June 9
 4. August 25
 5. September 22