

Agenda item 1.a.
CITY OF SELMA
SPECIAL COUNCIL MEETING
CLOSED SESSION
February 4, 2019

The special meeting of the Selma City Council was called to order at 5:00 p.m. in the Council Chambers. Council members answering roll call were: Avalos, Guerra, Trujillo, Mayor Pro Tem Franco, and Mayor Robertson.

Also present were City Attorney Sparks, City Manager Gallavan, Assistant City Manager Moreno, and interested citizens.

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

CLOSED SESSION: At 5:01 p.m., Mayor Robertson recessed the meeting into Closed Session to discuss the following:

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2):
Two Potential Cases.

Mayor Robertson reconvened the meeting from closed session at 5:25 p.m.

City Attorney Sparks reported that the City Council met in closed session regarding the item described above. She stated that direction was given to staff and that there was nothing further being discussed, and nothing further to report.

ADJOURNMENT: There being no further business, the meeting was adjourned at 5:26 p.m.

Respectfully submitted,

Reyna Rivera
City Clerk

Scott Robertson
Mayor of the City of Selma

Agenda item 1.a.
CITY OF SELMA
COUNCIL REGULAR MEETING
February 4, 2019

The regular meeting of the Selma City Council was called to order at 6:00 p.m. in the Council Chambers. Council members answering roll call were: Avalos, Guerra, Trujillo, Mayor Pro Tem Franco, and Mayor Robertson.

Also present were City Attorney Sparks, Assistant City Manager Moreno, City Manager Gallavan, Community Services Director Kirchner, Fire Chief Petersen, Police Chief Garner, Acting Public Works Director Ferrell, the press and interested citizens.

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

INVOCATION: Fire Captain Eric Beasley led the invocation.

FIRE DEPARTMENT BADGE PINNING CEREMONY: City Manager Gallavan introduced Fire Chief Robert Petersen. City Clerk Rivera administered the oath of office and Mrs. Petersen stepped forward to do the badge pinning. Council congratulated him on the achievement.

Fire Chief Petersen discussed recent reorganization changes in his department and introduced newly promoted/hired Fire Captains Eric Beasley, Will Blackwell, Matt Peters, Debbie Rowe, and Fabian Uresti; Engineers Donavon Fullner and Ceasar Luna; Fire Marshal Anthony Rivas; Firefighters Louis Arana, Tyson Johnson, and Jesse Gomez to Council. City Clerk Rivera then administered the Oath of Office. At this point in the meeting, family members stepped forward to perform the badge pinning.

RECESS: At 6:27 p.m., Mayor Robertson called for a short break in the meeting. The meeting then reconvened at 6:46 p.m.

LAFCO 101 PRESENTATION: Mr. David Fey, Fresno Local Agency Formation Commission Executive Officer, stepped forward to provide an overview on the commission for Council. After discussion, he was thanked for the presentation.

CONSENT CALENDAR: Motion to approve the Consent Calendar as read was made by Council member Avalos and seconded by Mayor Pro Tem Franco. The motion was carried with the following vote:

AYES:	Avalos, Franco, Guerra, Trujillo, Robertson
NOES:	None
ABSTAIN:	None
ABSENT:	None

1. a. **2019-5R** Resolution of the City Council authorizing and designating authorized persons to establish and withdraw from bank accounts at Union Bank of California

- b. Approved Consideration of the check register dated January 29, 2019.
- 2. Approved Consideration of appointments to City Commissions as a result of unscheduled vacancies

City Clerk Rivera reported on the unscheduled vacancies in the Planning and Personnel Commission and provided an additional application for Council consideration received after the agenda was posted (Steven Nelson Planning & Personnel Commission, Jennifer Anderson Planning Commission).

After discussion, it was the consensus of the Council to appoint Balwinder Sekhon (term expiring 2021) and Joel Fedor to Planning Commission and Danny Serimian to Personnel Commission.

- 3. Approved Presentation, discussion and direction regarding district elections under the California Voting Rights Act

City Attorney Sparks presented and discussed a power point presentation on district elections under the California Voting Rights Act. She further discussed options and the process to move forward with a consultant.

After much Council discussion, it was the consensus of the Council to direct staff to move forward on the process and bring the matter back to Council at a later time.

DEPARTMENT REPORTS: City Manager Gallavan updated Council on the following projects: Police station project, Goal setting session report, Fresno County Rural Transit Agency property sale, and various code enforcement issues.

Community Services Director Kirchner reported on the lights at the Senior Center and the Salazar Center enclosure.

Assistant City Manager Moreno reported on the budget process.

Acting Public Works Director Ferrell reported on current projects and discussed the Ringo Park restroom project timeline.

Police Chief Garner thanked the Public Works department for their assistance in abating recent graffiti and discussed personnel vacancies and upcoming events.

COUNCIL REPORTS: Council member Trujillo discussed the Swearing in Ceremony for Congressmen Cox.

Council member Guerra reported on attending a Fresno County Local Elected Officials event and the Swearing in Ceremony for Congressmen Cox.

Council member Avalos reported on attending an event for Senator Hurtado and the Swearing in Ceremony for Congressmen Cox. He also discussed the recent Selma Kingsburg Fowler County Sanitation District meeting and the Kings Basin Water Authority meeting.

Mayor Pro Tem Franco inquired on the status of the McCall Avenue Sewer project and requested an audit presentation at a future meeting.

Mayor Robertson reported on attending the following: Chamber ribbon cutting, Chamber mixer, Selma High School Groundbreaking Ceremony, Swearing in Ceremony for Congressmen Cox, and recent COG meeting. He updated Council on the recent adoption of Chance, the pit bull that was left at Second Chance Animal Shelter. He also requested a sewer rate discussion at a future meeting.

ORAL COMMUNICATIONS: Mr. Bob Allen, Selma District Chamber of Commerce Executive Director stepped forward to invite Council to the upcoming Chamber events.

Mr. Josh Shepherd stepped forward to request clarification on the appointment process.

ADJOURNMENT: There being no further business, the meeting was adjourned at 8:50 p.m.

Respectfully submitted,

Reyna Rivera
City Clerk

Scott Robertson
Mayor of the City of Selma

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

March 4, 2019

ITEM NO:

1.b.

SUBJECT:

Consideration of a 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 January 31, 2019 the Sikh Center of the Pacific Coast Sikh Temple applied for a Special Events Parade Permit that will begin at 2211 S. Highland Avenue, on April 14, 2019.

The parade will cause the re-directing of traffic on State Highway 43/Highland Avenue between Rose and Nebraska Avenues, from 10:00 a.m. to 2:00 p.m. on April 14, 2019.

The California Department of Transportation is requesting a resolution from the City of Selma endorsing the event, given the need to reroute traffic from State Highway 43 to City Streets.

RECOMMENDATION: Adopt a Resolution endorsing the use of public streets for the Annual Selma Sikh Parade.


Teresa Gallavan, City Manager

2-26-19
Date

RESOLUTION NO. 2019 – __R

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

**SPECIAL EVENT
ANNUAL SELMA SIKH PARADE**

WHEREAS, on March 4, 2019, 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 State Highway 43 Highland Avenue between Rose Avenue and Nebraska Avenue; and

WHEREAS, the Sikh Center of the Pacific Coast Sikh Temple is required to apply to the State of California Department of Transportation (“Caltrans”) to conduct a special event – Sikh Festival Parade on State property; and

WHEREAS, the annual Sikh parade will require the temporary closure of State Highway Route 43 on April 14, 2019 between 10:00 a.m. and 2:00 p.m.; and

WHEREAS, given that the temporary closure of State Highway 43 may impact City streets, Caltrans requested that the City adopt a resolution consenting to the proposed re-routing of traffic onto and over City streets during the Sikh Festival Parade.

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

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

SECTION 2. The City Council 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.

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

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

PASSED, APPROVED AND ADOPTED this 4th day of March, 2019, by the following vote:

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

Scott Robertson, Mayor

ATTEST:

Reyna Rivera, City Clerk

ITEM NO:

1.c.

SUBJECT:

CONSIDERATION OF AN ORDINANCE ADDING CHAPTER 35 TO TITLE XI OF THE SELMA MUNICIPAL CODE (ACCESSORY DWELLING UNITS IN RESIDENTIAL ZONES) AND AMENDING CHAPTER 11-1-1 (ZONING DEFINITIONS; PURPOSE) OF TITLE XI (ZONING) OF THE SELMA MUNICIPAL CODE TO ADD DEFINITIONS RELATED TO ACCESSORY DWELLING UNITS AND A NOTICE OF EXEMPTION FOR SAME *Second Reading and Adoption*

BACKGROUND: The Selma Municipal Code ("SMC") currently does not have any standards for Accessory Dwelling Units ("ADU" or "ADUs") in Title 11 (Zoning).

On September 27, 2016, Governor Brown signed AB 2299 and SB 1069 regarding ADUs (Government Code Section 65852.2). These bills amended sections of the State law regarding ADUs. The new laws require that local jurisdictions allow ADUs by right under certain mandatory development standards, and require that local jurisdictions, if seeking to establish additional regulations, do so via an ordinance facilitating the ministerial creations of ADUs.

The proposed ordinance brings the City into compliance with Government Code Section 65852.2 and establishes standards pursuant to the various restrictions as set forth in State law.

The City of Selma Planning Commission adopted Resolution 2018-008 on November 7, 2018 recommending the City Council approve an ordinance adding Chapter 35 to Title XI of the Selma Municipal Code and amending Chapter 11-1-1 of the Selma Municipal Code to add definitions related to accessory dwelling units and a notice of exemption for same.

On February 19, 2019, Ordinance No. 2019-1 of the City Council of the City of Selma, California, adding Chapter 35 to Title XI of the Selma Municipal Code (Accessory Dwelling Units in Residential Zones) and amending Chapter 11-1-1 (Zoning Definitions; Purpose) of Title XI (Zoning) of the Selma Municipal Code to add definitions related to accessory dwelling units was introduced for First Reading. If adopted, the Ordinance is effective 30 days from adoption.

DISCUSSION: Since the passage of the AB 2299 and SB 1069, the City has received occasional inquiries about ADU additions, including garage conversions. In an effort to better assist the residents of the City, Staff has prepared the attached ordinance to SMC Title 11 by adding Chapter 35 and setting forth various standards for ADUs that are compliant with the ADU requirements under AB 2299 and SB 1069.

For example, State law allows for a garage to be converted to an ADU, and on-site parking may now be provided in a driveway. Garage or carport parking can no longer be required

for ADUs. Further, if the Property is located within one-half mile of a transit or bus stop, then on-site parking for the ADU is not required. Finally, replacement parking for the primary dwelling can now be located in a driveway and in tandem configuration.

The potential effect that added dwellings, with no on-site garage parking may have on street parking in the City is a major concern. In an effort to be sensitive to street parking needs in the City, while complying with State laws for ADUs, the proposed Ordinance now allows for tandem parking on site and within driveways. If parking is provided as such, it must be designated on the site plan submitted to the City and new concrete must be provided. These standards will help to ensure that adequate on-site parking is maintained.

The proposed Ordinance still does not allow ADUs on a second story or above a garage, in an effort to protect the privacy of the neighbors. The ordinance also limits newly constructed ADUs to 1200 square feet in size. With these added clarifications, Staff will be better able to assist the residents with their inquiries.

ENVIRONMENTAL ASSESSMENT

The proposed ordinance is exempt from the California Environmental Quality Act ("CEQA"), Public Resources Code Sections 21000 *et seq.*, pursuant to Section 15282(h) of the CEQA Guidelines which exempts adoption of ordinances regarding second dwelling units, including accessory dwelling units. It is therefore recommended that the City Council adopt a notice of exemption, and direct staff to file same as required by law (Attachment C).

CONCLUSION

In summary, the proposed Ordinance provides clear standards for ADUs that are compliant with State law. As such, Staff will be better able to assist residents with inquiries about ADUs within the single family dwellings zones. These rules provide minimum requirements and the maximum potential limits for ADUs that are designed to protect the public health, safety, comfort, and general welfare of the City and its residents.

RECOMMENDATION: It is recommended that the City Council adopt Ordinance No. 2019-1, an ordinance of the City Council of the City of Selma, California, adding Chapter 35 to Title XI of the Selma Municipal Code (Accessory Dwelling Units in Residential Zones) and amending Chapter 11-1-1 (Zoning Definitions; Purpose) of Title XI (Zoning) of the Selma Municipal Code to add definitions related to accessory dwelling units.

/s/

2/25/19

David Duda, Contract Planner

Date



Teresa Gallavan, City Manager

2-27-19
Date

ATTACHMENTS

A – Draft Ordinance

B – Notice of Exemption

ORDINANCE NO. 2019-__

AN ORDINANCE OF THE SELMA CITY COUNCIL

**ADDING CHAPTER 35 TO TITLE XI OF THE SELMA MUNICIPAL CODE
(ACCESSORY DWELLING UNITS IN RESIDENTIAL ZONES) AND AMENDING
CHAPTER 11-1-1 (ZONING DEFINITIONS; PURPOSE) OF TITLE XI (ZONING) OF
THE SELMA MUNICIPAL CODE TO ADD DEFINITIONS RELATED TO
ACCESSORY DWELLING UNITS AND A NOTICE OF EXEMPTION REGARDING
SAME**

WHEREAS, the City of Selma Municipal Code (“SMC”) does not have standards for Accessory Dwelling Units (ADUs”); and

WHEREAS, on September 27, 2016, Governor Brown signed AB 2299 and SB 1069 (Government Code Section 65852.2) into law, amending sections of State law regulating Accessory Dwelling Units (“ADUs”), which require that local jurisdictions allow ADUs by-right under certain mandatory development standards, and require that local jurisdictions, if seeking to establish additional ADU regulations, do so via adoption of an ordinance facilitating the ministerial creations of ADUs, consistent with State law; and

WHEREAS, City Staff is recommending that the City amend the Zoning Code to comply with the State’s ADU laws; and

WHEREAS, pursuant to the California Environmental Quality Act (“CEQA”), the proposed amendment is considered to be exempt pursuant to Section 15282(h) of the CEQA Guidelines which exempts adoption of ordinances regarding second dwelling units, including accessory dwelling units; and

WHEREAS, notice of the Planning Commission’s November 7, 2018 public hearing on the proposed Municipal Code Amendment was published in *The Selma Enterprise* on October 24, 2018 in compliance with the City’s Code, and Government Code Section 65091; and

WHEREAS, on November 7, 2018, the Planning Commission of the City of Selma conducted a duly noticed public hearing on the proposed Zoning Code amendment, and considered all testimony written and oral; and

WHEREAS, the Planning Commission reviewed and carefully considered the information, including all comment letters submitted, and made the findings set forth herein, and based upon substantial evidence presented to the Planning Commission during the public hearing on November 7, 2018, including public testimony and oral staff reports, the Planning Commission recommended that the City Council adopt an ordinance adding and Chapter 35 (Accessory Dwelling Units) of Title 11 (Zoning) of the Selma Municipal Code, and 11-1-1 (Definitions) of the Selma Municipal Code to add definitions related to ADUs, and adopting a notice of exemption regarding same; and

WHEREAS, notice of the City Council's February 19, 2019 public hearing on the proposed Zoning Code amendment was published in *The Selma Enterprise* on January 30, 2019, in compliance with the City's Code, and Government Code Section 65091; and

WHEREAS, on February 19, 2019, the City Council of the City of Selma conducted a duly noticed public hearing on the proposed Zoning Code amendment, and considered all testimony written and oral; and

WHEREAS, all the foregoing, the City Council of the City of Selma, do hereby

dwelling unit and zoned residential.

C. Not Part of Density Calculation

An accessory dwelling unit that conforms to all applicable requirements of this Section shall not be considered in the calculation of allowable density for the lot upon which it is located, and is deemed to be a residential use that is consistent with the existing General Plan and zoning designations for the lot.

D. Requirements Applicable to All Accessory Dwelling Units.

1. Permitted by Right. An accessory dwelling unit may be constructed on a lot by right, provided that such accessory dwelling unit complies with all requirements set forth in this section.
2. Relationship to Primary Dwelling. The accessory second unit may be either attached to the primary dwelling or be a detached structure.
3. Maximum of One per Parcel. There shall be no more than one accessory dwelling unit allowed on each single-family residential lot.
4. Entrances. Entrances shall be incidental to the primary dwelling and minimally visible from the front of the primary dwelling. No passageway to the primary dwelling shall be required with the construction of the accessory dwelling unit.
5. Fire Sprinklers. Accessory dwelling units shall not be required to provide fire sprinklers unless required for the primary residence.
6. Utility Hookups. Separate utility hookups are permitted, but are not mandatory.
7. Occupancy Requirements. The applicant for a building permit for an accessory dwelling unit shall be the owner and occupant of the property. The owner shall be required to permanently occupy either the primary unit or the accessory dwelling unit.
8. Deed Restriction Required. Before obtaining a building permit for an allowed accessory dwelling unit, the property owner shall file with the County Recorder a declaration or agreement of restrictions, which has been approved by the City Attorney as to its form and content. The declaration or agreement of restrictions shall contain a reference to the deed under which the property was acquired by the owner and shall state that:
 - a. The accessory dwelling unit shall not be sold separately.
 - b. The accessory dwelling unit is restricted to the maximum size allowed as identified by the development standards in this Section.
 - c. The accessory dwelling unit shall be considered legal only so long as either the primary residence, or the second dwelling unit, is occupied by the owner of record of the property.

- d. The restrictions shall be binding upon any successor or assigned in ownership of the property, and lack of compliance shall result in legal action against the property owner.

E. Requirements Applicable to Newly Constructed or Expanded Structures.

1. Maximum Gross Floor Area. No accessory dwelling unit, either attached or detached shall exceed 50 percent of the size of the living area of the primary dwelling, and in no case shall the accessory dwelling unit exceed 1200 square feet in gross floor area.
2. Development Standards. The accessory dwelling unit shall comply with the minimum property development standards of the residential zones in compliance with Title XI (Zoning), including but not limited to minimum lot size, lot width, lot depth, setbacks, distance between buildings, and lot coverage, unless modified by this Chapter.
3. Second Story Prohibited. Accessory dwelling units shall not be permitted on any story above the first story.
4. Maximum Height. All detached accessory dwelling units shall be limited in height to one story and 15 feet.
5. Roof Pitch and Roof Materials. All accessory dwelling units shall have a roof pitch equal to the primary residence and shall have roofing material compatible with the roof material of the primary residence.
6. Bedrooms. The maximum number of bedrooms in any accessory dwelling unit is one.
7. Location. No detached unit may be placed in front of the primary dwelling.
8. Architectural Design, Form, and Materials. The accessory dwelling unit shall be constructed to be compatible with the existing primary residence located on the site in terms of architectural design, form, and materials.
9. Parking.
 - a. In addition to the parking spaces required for the primary residence, at least one off-street parking space shall be provided for each accessory dwelling unit, which may be provided as tandem parking in an existing driveway.
 - b. If a garage, carport, or covered parking structure is converted or demolished in conjunction with the construction of an accessory dwelling unit, those off-street parking spaces shall be replaced. The replacement spaces may be located in any configuration on the same lot as the accessory dwelling unit, including, but not limited to, covered spaces, uncovered spaces, or tandem spaces. Replacement parking may only occur on paved driveways leading to a required parking space.

c. Additional parking is not required in the following instances:

- i. Where a property is located within one-half mile from a public transit stop. Public transit stop is defined to be a stop at which service is provided at no greater than 15-minute intervals during peak hours. Public transit means scheduled services provided by a public agency.
- ii. For properties located within an architecturally and historically significant historic district, as adopted by the city.
- iii. For properties in an area where on-street parking permits are required but not offered to the occupant of the ADU.
- iv. For properties located within one block of a car share area approved by the city.

F. Requirements to Convert Existing Space in a Single-Family Structure to an Accessory Dwelling Unit.

1. Building Permit. An application for a building permit to create one accessory dwelling unit per single-family lot within the existing space of a legally permitted accessory structure or single-family dwelling shall be ministerially approved.
2. Setbacks. Side and rear setbacks must be sufficient for fire safety. Conversion of detached structures that meet applicable zone district standards for side and rear setbacks and distance between buildings may be denied if a finding is made that the setbacks are insufficient for fire safety.
3. Access. The unit shall have an exterior access independent from the primary residence. No passageway between the primary residence and the accessory dwelling unit shall be required.
4. Size. No conversions of existing space shall exceed 800 square feet in size and shall not exceed 50 percent of the living area of the primary dwelling unit.
5. Parking. An off-street parking space for the accessory dwelling unit shall not be required. However, the applicant shall be required to replace any parking spaces lost as a result of the conversion of the existing space to an accessory dwelling unit. The replacement spaces may be located in any configuration on the same lot as the accessory dwelling unit, including but not limited to covered spaces, uncovered spaces, or tandem spaces. Replacement parking may only occur on driveways leading to a required parking space.
6. Setbacks for Conversions of Existing Space. No setback is required for an existing structure that is converted to an accessory dwelling unit. For conversion of existing and legally permitted space above a garage, a minimum five-foot rear and side yard setback shall be required.
7. Conversions of or Within Nonconforming Structures. Existing space within existing structures that are nonconforming with respect to setbacks, building height, or lot

coverage may be converted to an Accessory Dwelling Unit, provided the nonconformity is not increased in any manner and the Accessory Dwelling Unit meets the size limitations established in this Chapter.

SECTION 4. Selma Municipal Code Amendment.

Chapter 11-1-1 (ZONING DEFINITIONS; PURPOSE) of the Selma Municipal Code is hereby amended to include the following:

Accessory Dwelling Unit. A residential dwelling unit - either attached to the primary unit or a detached structure -that provides complete independent living facilities for one or more persons on the same parcel as a legal detached single unit. An accessory dwelling unit shall include permanent provisions that include, but are not limited to, living, sleeping, eating, cooking, and sanitation. An accessory dwelling unit includes an efficiency unit as defined in California Health and Safety Code Section 17958.1 and a manufactured home as defined in California Health and Safety Code Section 18007.

SECTION 5. Selma Municipal Code Amendment.

Chapter 11-1-1 (ZONING DEFINITIONS; PURPOSE) of the Selma Municipal Code is hereby amended to include the following:

Living area. Living area means the interior habitable area of a dwelling unit as defined by the Uniform Building Code, including basements and attics but does not include a garage or any accessory structure.

SECTION 6. Selma Municipal Code Amendment.

Chapter 11-1-1 (ZONING DEFINITIONS; PURPOSE) of the Selma Municipal Code is hereby amended to include the following:

Passageway. A pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.

SECTION 7. Severability: If any section, subsection, 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 8. Effective date and posting ordinance: this ordinance shall take effect and be in force 30-days from and after the date of final passage. The Selma City clerk shall cause this ordinance to be published at least once within 15-days after its passage in the Selma Enterprise with the names of those City Council members voting for or against the ordinance.

I Reyna Rivera, Selma City Clerk, do hereby certify that the foregoing ordinance was introduced at the _____, 2019, regular City Council meeting and duly adopted at a regular Selma City meeting and duly adopted at a regular Selma City meeting on the ____ day of MONTH, 2019 by the following vote, to wit:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

=

Scott Robertson, Mayor

ATTEST:

Reyna Rivera,
City Clerk

Notice of Exemption**Appendix E**

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk

County of: Fresno County

2220 Tulare Street

Fresno, CA 93721

From: (Public Agency): City of Selma

1710 Tucker Street

Selma, CA 93662

(Address)

Project Title: Accessory Dwelling Unit Municipal Code Update

Project Applicant: City of Selma

Project Location - Specific:

City of Selma Municipal Code: Title 11 Chapter 35

Project Location - City: _____ Project Location - County: _____

Description of Nature, Purpose and Beneficiaries of Project:

Name of Public Agency Approving Project: City of Selma

Name of Person or Agency Carrying Out Project: City of Selma

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☐ Categorical Exemption. State type and section number: _____
- ☒ Statutory Exemptions. State code number: 15282(h)

Reasons why project is exempt:

Adoption of ordinances regarding second dwelling units, including accessory dwelling units, is covered under this section.

Lead Agency

Contact Person: City of Selma

Area Code/Telephone/Extension: 559-891-2200

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: _____ Date: _____ Title: _____

☒ Signed by Lead Agency ☐ Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

Customer Ad Proof

60006862 City of Selma - Legals

Order Nbr 87768

Publication	Enterprise Recorder		
Contact	City of Selma - Legals	PO Number	
Address 1	1710 TUCKER ST	Rate	Open
Address 2		Order Price	111.23
City St Zip	SELMA CA 93662	Amount Paid	0.00
Phone	5598912201	Amount Due	111.23
Fax			
Section	Legals	Start/End Dates	01/30/2019 - 01/30/2019
SubSection		Insertions	1
Category	201 Public Notices	Size	86
Ad Key	87768-1	Salesperson(s)	Juan Morales
Keywords	AD# 87768 CITY OF SELMA CITY C	Taken By	Juan Morales
Notes			
Ad Proof	AD# 87768		

CITY OF SELMA CITY COUNCIL NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Selma City Council will conduct a public hearing on Tuesday, February 19, 2019 at 6:00 p.m., (or as soon as possible thereafter) in the Council Chambers of City Hall, 1710 Tucker Street, Selma, California, to consider the following matters:

Consideration of an ordinance adopting Chapter 35 to Title XI of the Selma Municipal Code ("SMC") (Accessory Dwelling Units in Residential Zones) and Amending Chapter 11-1-1 (Zoning Definitions; Purpose) of Title XI (Zoning) of the SMC to add Definitions related to Accessory Dwelling Units and a Notice of Exemption for same.

PLANNING COMMISSION RECOMMENDATION - On November 7, 2018, at a duly noticed public hearing, the Planning Commission of the City of Selma adopted a resolution recommending that the City Council adopt an ordinance adopting Chapter 35 to Title XI of the SMC (Accessory Dwelling Units in Residential Zones) and Amending Chapter 11-1-1 (Zoning Definitions; Purpose) of Title XI (Zoning) of the SMC to add Definitions related to Accessory Dwelling Units and a Notice of Exemption for same.

A copy of all relevant materials regarding the proposed actions is on file in the Development Services Department at Selma City Hall, 1710 Tucker Street, Selma, California. Specific questions can be directed to the City's Planning Division at (559) 891-2200.

Any persons wishing to speak for or against these matters should attend the public hearing. All interested persons are invited to inspect the file and to be present to give testimony at the public hearing. Written comments may be sent via U.S. Mail or by hand delivery to the City of Selma, at City Hall, at the address listed above.

If you challenge the nature of the proposed items in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City of Selma at, or prior to, the public hearing.

Attest: Reyna Rivera, City Clerk Publish Date: January 30 2019

ITEM NO:

1.d.

SUBJECT: Consideration of a Resolution Approving the Kings Basin revised Integrated Regional Water Management Plan

DISCUSSION: The City of Selma has been a member of the Kings Basin Water Authority ("KBWA") joint powers authority ("JPA") since 2011. This organization was developed to deal with the most pressing local water issues, namely groundwater depletion, supply reliability and quality.

The Kings Basin Integrated Regional Water Management Plan ("IRWMP") is a collaborative effort between 57 public, private and non-governmental agencies to manage water resources in the Kings Groundwater region ("Kings Basin"). The Kings Basin is a sub-basin of the San Joaquin Valley groundwater basin, within the Tulare Lake Hydrologic Region. The IRWMP region includes nearly all of the Kings Sub-basin and small portions of the Delta-Mendota, Kaweah and Tulare Lake Sub-basins.

The revised IRWMP was adopted by KBWA Board on October 17, 2018, but its members are required to adopt the plan as well. The original plan was developed in 2007, and was updated for the first time in 2012. The plan covers over 1,123,000 acres and includes parts of Fresno, Kings and Tulare Counties. The IRWMP area also includes numerous cities, communities, water districts, irrigation districts, and special districts.

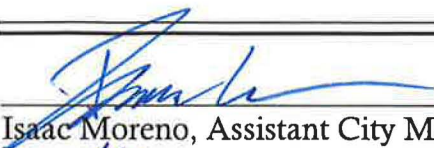
Some of the changes within this IRWMP 2018 updated report are as follows:

1. Chapter 3 of the IRWMP was updated to address AB 1249, which requires integrated regional water management regions with areas of nitrate, arsenic, perchlorate, or hexavalent chromium to include discussion on the 1) location and extent of contamination, 2) impacts caused by contamination to communities within the region, 3) existing efforts being undertaken to address the impacts, and 4) document any additional efforts needed to address the impacts.
2. The IRWMP was updated to address SB 985, which requires the IRWMP to incorporate and acknowledge any Storm Water Resources Plans ("SWRP") or approved equivalent plans within the region (i.e. FMFCD's functionally equivalent plan and County of Tulare's Cottonwood Creek SWRP). The KBWA also developed its own SWRP.
3. Climate change information was updated throughout the plan and a new required resource management strategies were added such as sediment management, outreach & engagement, water & culture, and economic incentives (loans, grants, water pricing).
4. Local project sponsors looking to go after Prop 1 IRWM funding are required by DWR to adopt the most recent IRWMP (see DWR 2018 IRWM Grant Program Guidelines, Section II.B (page 6)).


The full IRWMP can be found on the Kings Basin Water Authority website:

<https://www.kingsbasinauthority.org/governance/governing-documents/irwmp/>

RECOMMENDATION: Adopt the Resolution supporting the Kings Basin revised Integrated Regional Water Management Plan


Isaac Moreno, Assistant City Manager

2-27-19
Date


Teresa Gallavan, City Manager

2-27-19
Date

RESOLUTION NO. 2019 – __R

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SELMA, CALIFORNIA
AUTHORIZING ADOPTION OF THE KINGS BASIN
INTEGRATED REGIONAL WATER MANAGEMENT PLAN**

WHEREAS, the Upper Kings Basin Integrated Regional Water Management Authority (also known as “Kings Basin Water Authority”) is a Joint Powers Authority organized in accordance with California law, to pursue integrated regional water management planning strategies for the Kings Basin region; and

WHEREAS, the City of Selma is a member of the Kings Basin Water Authority; and

WHEREAS, in response to new integrated regional management planning standards and changed conditions within the Kings Basin, the Kings Basin Water Authority has revised and updated the Kings Basin Integrated Regional Water Management Plan (the “Kings Basin IRWMP”); and

WHEREAS, the State of California Department of Water Resources requires that organizations and agencies individually adopt the Kings Basin IRWMP to be eligible for Proposition 1 Integrated Regional Water Management grant funds.

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

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

SECTION 2. That City hereby affirms its support for and adoption of the revised Kings Basin IRWMP and shall support its continuing development and implementation.

SECTION 3. That City staff is authorized and directed to take such further actions as they deem necessary or appropriate to implement the foregoing Resolution.

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

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

PASSED, APPROVED AND ADOPTED this 4th day of March, 2019, by the following vote:

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

Scott Robertson, Mayor

ATTEST:

Reyna Rivera, City Clerk

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

March 4, 2019

ITEM NO:

1.e.

SUBJECT:

Consideration of Agreement with the Data Ticket Inc., for processing of parking citations.

DISCUSSION: The City entered into an agreement with Judicial Data Systems ("JDS") to operate the administrative and DMV related portion of parking citations in October of 1993. JDS went out of business when the owner retired in January of 2017. We were notified of the closure approximately 18 months later, as Data Ticket Inc., had acquired all of their customers and continued their services.

Data Ticket Inc., will charge \$0.65 per citation for processing, and an additional \$0.80 to send a courtesy notice to the registered owner if the citation is not paid. JDS charged \$1.35 per citation. Attached is the proposed agreement that is for a term of 5 years.

RECOMMENDATION: Council approve and authorize the City Manager to execute an agreement on behalf of the City with Data Ticket Inc. for the processing of parking citations.



Greg Garner, Police Chief

2/27/19

Date



Teresa Gallavan, City Manager

2-27-19

Date

CITY OF SELMA

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of March 4, 2019 ("Effective Date"), between the City of Selma, a municipal corporation ("City") and Data Ticket, Inc. ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, City desires to engage Consultant to perform the services described herein, and Consultant desires to perform such services in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than March 1, 2024, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

(a) Consultant shall perform the tasks ("Services") described and set forth in Exhibits A and B, attached hereto and incorporated herein as though set forth in full. ("Scope of Services") (the "Rate Schedule" sets forth further Services, and the tasks set forth in the Rate Schedule are hereby incorporated into the Services). Tasks other than those specifically described in the Scope of Services shall not be performed without prior written approval of the City. The Services shall be performed by Consultant, unless prior written approval is first obtained from the City. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail.

(b) City shall have the right to request, in writing, changes to the Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the City and in a first-class manner in conformance with the standards of quality normally observed by an entity providing parking citation processing services, serving a municipal agency.

(d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not

limited to, the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working on the Effective Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute or law; and (ii) City has not consented in writing to Consultant's performance of such work. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

(e) Consultant represents that it has, or will secure at its own expense, all licensed personnel required to perform the Services. All Services shall be performed by Consultant or under its supervision, and all personnel engaged in the Services shall be qualified and licensed to perform such services.

3. MANAGEMENT

City's City Manager shall represent the City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but shall have no authority to modify the Services or the compensation due to Consultant.

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Twenty Thousand Dollars (\$20,000.00) annually for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

(c) Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

5. SUSPENSION OR TERMINATION OF AGREEMENT

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least thirty (30) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant shall submit an invoice to the City pursuant to Section 4 of this Agreement.

6. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to review such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained electronically for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office, and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to City all right, title, and interest,

including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the services under this Agreement. All reports, documents, or other written material developed by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

7. INDEMNIFICATION

(a) Indemnity for professional liability

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or Subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnity for other than professional liability

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

(c) DUTY TO DEFEND. In the event the City, its officers, employees, agents and/or volunteers are made a party to any action, claim, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by City, Consultant shall have an immediate duty to defend the City at Consultant's cost or at City's option, to reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

Payment by City is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Consultant and City, as to whether liability arises from the sole negligence of the City or its officers, employees, or agents, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the City as solely negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

8. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached hereto and incorporated herein by reference.

9. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the City a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultants exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

10. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

11. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during

his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order. (b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Consultant is prohibited by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

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

With a Copy To: Bianca Sparks Rojas, City Attorney
Casso & Sparks, LLP
13200 Crossroads Parkway North, Suite 345
City of Industry, CA 91746

To Consultant:

Data Ticket, Inc.
2603 Main Street, Suite 300
Irvine, CA 92614

15. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City.

Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide City with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include an indemnity provision similar to the one provided herein and identifying City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

Notwithstanding Consultant's use of any subconsultant, Consultant shall be responsible to the City for the performance of its subconsultant as it would be if Consultant had performed the Services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the City and any subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants. Consultant shall indemnify, defend and hold harmless the Indemnified Parties for any claims arising from, or related to, the services performed by a subconsultant under this Agreement.

16. GOVERNING LAW/ATTORNEYS' FEES

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court in Los Angeles County, California. If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of or relating to the Services provided by Consultant under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled.

17. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein.

and upon each party's own independent investigation of any and all facts such party deems material.

18. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

20. CAPTIONS

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and shall have no significance in the interpretation of this Agreement.

21. WAIVER

The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

22. REMEDIES

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

23. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

“CITY”
City of Selma

“CONSULTANT”
Data Ticket, Inc.

By: _____
Teresa Gallavan, City Manager

By: _____
Brook Westcott, COO

Attest:

By: _____
Reyna Rivera, City Clerk

Approved as to form:

By: _____
Bianca Sparks Rojas, City Attorney

Attachments:	Exhibit A	Scope of Services
	Exhibit B	Rate Schedule
	Exhibit C	Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES

City is referred to herein as "AGENCY", and Consultant is referred to herein as "COMPANY".

The COMPANY shall provide for the processing of fines, bail and forfeiture thereof, in connection with the issuance of citations for illegal parking pursuant to the laws of the California.

ARTICLE I - CITATION PROCESSING

1.1 Referral and Reconciliation: COMPANY shall receive and process parking citations which COMPANY shall receive from AGENCY. COMPANY will provide a reconciliation of the number of citations received from AGENCY.

1.2 Determination of Processable Citations: COMPANY shall screen the parking citations referred to it by AGENCY to determine if the citation is processable. If the citation is determined by COMPANY to be unprocessable (e.g., essential processing information is missing), ~~COMPANY shall~~ return the citation to AGENCY within seven (7) days of receipt, by COMPANY'S office, for clarification. COMPANY will be paid the ~~contractual rate hereinafter provided~~, for citations properly returned to the AGENCY as unprocessable.

1.3 Collection and deposit of funds: A "direct deposit" system shall be employed for all ~~funds received in payment of citations.~~ The AGENCY shall own the account and deposits shall be made directly into the account by the COMPANY for the collecting AGENCY. The COMPANY will invoice the AGENCY for services rendered. If the COMPANY deposits into an account held jointly between the AGENCY and the COMPANY, the

- 1 -

COMPANY shall reconcile the account the month following the banking activity, disburse all revenue due the AGENCY, the COMPANY, any tax or surcharge liability and all refunds and provide all supporting documentation for the AGENCY records.

1.4 Identification of Registered Vehicle Owners: COMPANY shall exert best efforts and attempt to obtain the name and address of the registered vehicle owner from the State Department of Motor Vehicles (DMV) for each vehicle for which a parking citation has been issued but payment for which has not been received within the required time period. COMPANY shall follow all procedures specified by the DMV, and be consistent with the Vehicle Code when identifying registered vehicle owners.

1.5 Verification of Ownership: COMPANY will take reasonable measures to identify and verify registered vehicle owners. Such measures will take into consideration factors such as issuance of new license plates; address changes; license plate transfers to other vehicles; name changes; and the validity of plates and registration during specific time periods applicable to individual cases.

1.6 Delinquency Notices: In accordance with State law, COMPANY will generate and mail (presorted, first-class postage) no sooner than allowable by law, a delinquency notice to all identified registered owners of vehicles who fail to pay their parking citation fines or to post bail in the required manner. The mailed notice will include all information required by the State Vehicle Code, including, but not limited to the following:

- A. The parking citation issuance date and number;
- B. The consequences of nonpayment (i.e., a hold on the vehicle registration and the imposition of penalties, towing, or issuance of a possible warrant for arrest);
- C. The amount of fines and fees due and payable;
- D. Affidavit of Non-Ownership.

1.7 Registration Holds: The COMPANY will provide the system and procedures and will interface with the State Department of Motor Vehicles to place a hold on vehicle registration having unpaid parking fines and fees due against those vehicles in accordance with the Vehicle Code and any other applicable State and local laws. The notification will be given within a reasonable period of time after issuance of a delinquency notice. The period of time will not exceed the time limits provided by state and local law.

1.8 Removal of Registration Holds: COMPANY will provide the system and procedures and will interface with the State Department of Motor Vehicles to remove registration holds when a registered vehicle owner satisfies the entire amount of parking citation

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finances, penalties, and fees due against the vehicle and establishes such payment to the satisfaction of COMPANY.

1.9 Contested Citations: In the event a registered vehicle owner disputes the liability for the outstanding parking citation, COMPANY will advise the registered vehicle owner of his/her right to request an appeal according to the laws in the state of citation issue. All contested citations will be forwarded to the appeals administrator or AGENCY within the prescribed time period so that the matter can be adjudicated.

1.10 Appeals: If requested by AGENCY, the COMPANY will schedule and conduct appeals in accordance with state law, to respond to parking violators wishing to contest their citations. The COMPANY will provide a toll-free number for contestants to call, correspond with contestants and notify them of decisions; maintain records of dispositions and appeal paperwork and refer all paperwork to Court if required. The COMPANY shall not be responsible for the AGENCY'S failure to provide correct or timely infraction information. The AGENCY shall be responsible to pay any court filing fees due, if appeals are sent to Court and earlier decisions are overturned by the Court.

1.11 Citations Disposed of by Hearing/Court: The COMPANY may be required, as a result of court action, to reduce or cancel, on an individual basis, parking citations which have been referred to it. COMPANY shall be paid the contractual rate hereinafter provided for processing the citation regardless of the outcome of court action. COMPANY will maintain records indicating any reduction or cancellations of parking citations as a result of hearing/ court action. Parking citations that are dismissed as a result of hearing/court action, will have the dismissal processed by the COMPANY promptly after receipt from the Hearing/Court.

1.12 Suspension of Processing: COMPANY will suspend processing on any citation referred to it for processing upon written notice to do so by an authorized officer of the AGENCY. COMPANY will promptly return any citation or facsimile properly requested by the AGENCY. COMPANY will maintain records indicating any suspension of citation as a result of AGENCY'S request. COMPANY shall be paid the contractual rate hereinafter provided for processing the citations suspended by the AGENCY.

1.13 Payments by U.S. Mail: It is the citizen's responsibility to ensure that payments are received on or before the date due. The date received by the COMPANY will be the criteria to establish any delinquent fees due.

1.14 Parking Citation System Master File Update: COMPANY will regularly, on a daily basis, update the parking citation database with new citations, payments, reductions, cancellations, dismissals and any other pertinent data.

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ARTICLE II - PAYMENT PROCESSING

2.1 Disposition Processing: COMPANY will maintain all citation dispositions for a minimum of three (3) years. Closed citations will remain on-line for at least one (1) year, for research and statistical purposes.

2.2 Payments Processing: COMPANY shall process citation payments within twenty-four (24) hours of receipt. Payments shall be immediately posted in one (1) of three (3) following categories:

"Regular Payments" are payments with the correct bail, paid on or before the due date. (This includes payments properly complying with prior Notices-of-Intent).

"Partial Payments" are payments paid for less than the amount of bail due. A notice or additional correspondence may advise defendant of late charges and/or incorrect bail.

"Court/Hearing Requests" are all requests for administrative/court hearings by defendants. These requests are sorted so that bail submitted is immediately posted, and if needed the original citations are retrieved.

2.3 Miscellaneous Letters Processing: COMPANY will receive and review all miscellaneous correspondence. These are generally letters requesting meter checks, refunds, voids, or otherwise setting forth complaints. These letters will be researched by COMPANY for proper follow-up either by AGENCY or by COMPANY.

2.4 Batching Procedures: COMPANY shall maintain an effective method of internal control procedures. Such procedures shall involve reconciliation of all payments received using generally accepted accounting principles. After proper reconciliation, deposit slips shall be prepared for and deposits made at the appropriate bank, including an itemized listing of all batch numbers included in the deposit. The batch of citation payment documentation shall then be scanned and stored electronically on the network for a minimum period of three (3) years.

2.5 Cash Payments: COMPANY shall maintain an effective method of handling cash payments. All cash received through the mail, shall be logged in a cash journal. Thereafter, effective internal control procedures shall be implemented to reconcile such payments, using generally accepted accounting principles.

2.6 Deposits: All deposits shall be made daily, subject to regular banking hours.

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Deposits shall be itemized and detailed information will be captured regarding submitted funds. Deposit slips shall be prepared in triplicate. If a joint account between COMPANY and AGENCY is opened, all deposits shall be directly deposited and COMPANY shall perform all reconciliation and check generation along with monthly invoicing. The In Trust Account Description is set forth in Exhibit 1 to the Scope of Services, attached hereto, and incorporated herein by reference.

2.7 Revenue Report: A monthly revenue report will list all revenues received during a given month. This report will also provide information regarding the AGENCY'S responsibility for any taxes on collected funds.

ARTICLE III – WEB SITE

3.1 Citation Management Web Site: The COMPANY shall provide a web site for AGENCY review and interface of its database, including all citations and information relating to changes in status.

3.2 Patron Web Site Access: When the AGENCY has web site access, the citizens who receive citations will be able to access the web site to review their individual citations, pay on-line and appeal on-line.

3.3 Web Site Interaction: The web site may be "view only" or "interactive," for AGENCY staff depending on requirements of the AGENCY.

3.4 Web Site Reports: Web site reports are available to the AGENCY on a daily 24/7 schedule and export into Excel for easy flexible reporting.

3.5 Web Site Cost: User ID's and passwords will be assigned to the AGENCY at no cost.

ARTICLE IV – ADDITIONAL SERVICES

4.1 CVC 40215: Services provided include accepting, scheduling, reviewing and hearing of first and second level administrative appeals, interfacing and providing backup for Court appearances and notifying AGENCY contestants by phone and in writing of decisions. The AGENCY shall be responsible to pay the \$25.00 Court filing fee if the review and administrative hearing decisions are overturned by the Court.

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4.2 Other Collections: COMPANY shall retain a percent of payments collected on delinquent citations which have been processed in accordance with the current Agreement, and meet the following criteria:

- A. Delinquent citations; those for which the California State Department of Motor Vehicles have been placed on a registration hold and/or dropped from the registration hold due to a transfer of ownership or non-renewal of registration or a registration hold has not been placed, but the normal daily processing cycle is complete.
- B. Citations with out-of-state license plates.
- C. Any other problem or special citations that AGENCY so designates and refers to COMPANY under this Agreement.

4.3 Postal Rate Increase: The COMPANY will maintain auditable records to document the COMPANY'S actual postage costs associated with the mailing of delinquency notices for unpaid citations and for other mailings related to the processing of correspondence. If there is a postal increase, that increase will be invoiced effective on the date that the postal rate increase goes into effect.

ARTICLE V - GENERAL

5.1 Public Inquiries: The COMPANY will respond to reasonable inquiry by telephone or letter of a nonjudicial nature. Inquiries of a judicial nature will be referred to the AGENCY for determination, unless the COMPANY has been designated to handle appeals.

5.2 COMPANY Limitations: COMPANY will not take legal action or threaten legal action in any specific case without AGENCY'S prior approval.

5.3 Use of Approved Forms: AGENCY shall have the right to reasonable approval of all forms, delinquency notices, and correspondence sent by the COMPANY. These must conform to State and local law.

5.4 Books and Records: COMPANY will maintain adequate books or records for parking citations issued within the AGENCY'S jurisdiction and referred to COMPANY for processing. Such books or records, and related computer processing data, shall be available for reasonable inspection and audit by AGENCY at the COMPANY'S location at reasonable times upon adequate prior notice to COMPANY.

5.5 Ownership:

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All computer software and systems, related automated and manual procedures, instructions, computer programs, and data storage media containing same, and written procedures performed hereunder (collectively the "System") are and shall remain exclusively the sole property of COMPANY, and the AGENCY shall acquire no right or title to said Systems.

5.6 Property of AGENCY: All documents, records and tapes supplied by AGENCY to COMPANY in performance of this contract are agreed to be and shall remain the sole property of AGENCY. COMPANY agrees to return same promptly to AGENCY no later than forty-five (45) days following notice to the COMPANY. The AGENCY shall make arrangements with COMPANY for the transmission of such data to the AGENCY.

5.7 Confidentiality: In order to enable COMPANY to carry out its work hereunder, to some extent it will have to impart to the AGENCY'S employees information contained in the Materials and Systems (collectively the "CONFIDENTIAL DATA"). The AGENCY agrees that information contained in the data that was marked in writing as "CONFIDENTIAL", "PROPRIETARY" or similarly, so as to give notice of its confidential nature, when submitted to the AGENCY by COMPANY shall be retained by AGENCY in the strictest confidence and shall not be used or disclosed in any form except in accordance with paragraph 5.8 hereinbelow. The PUBLIC AGENCY recognizes that irreparable harm could be occasioned to COMPANY by disclosure of CONFIDENTIAL DATA that is related to its business and that COMPANY may accordingly seek to protect such CONFIDENTIAL DATA by enjoining disclosure. The parties are bound by the California Government Code section 6253.3 which reads, "A state or local agency may not allow another party to control the disclosure of information that is otherwise subject to disclosure pursuant to this chapter.

5.8 Consent for Disclosure: No report, information, data, files, or tapes ("POTENTIALLY DISCLOSABLE INFORMATION") furnished or prepared by COMPANY or its subcontractors, successors, officers, employees, servants, or agents shall be made available to any individual or organization without the prior written approval of AGENCY.

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5.9 COMPANY Files: COMPANY shall maintain master files on parking citations referred to it for processing under the scope of services. Such files will contain records of ~~payments, dispositions,~~ and any other pertinent information required to provide a reasonable audit trail.

5.10 Storage for AGENCY:

- ~~A.~~ COMPANY agrees to store original citations, manually scanned or received electronically, on the network for a minimum of three (3) years. AGENCY relieves COMPANY of all liability costs associated with data released by AGENCY to any other person or entity using such data.
- B. Subsequent to the termination of the contract, COMPANY will return all hard copies to the AGENCY or shred them. If requested, an electronic file, diskette or CD of all processed data will be available to the AGENCY.

5.11 Representatives: Heather Nowlan, Director of Client Services, shall serve as the COMPANY representative.

ARTICLE VI - REPORTS

6.1 Periodic Reports: COMPANY will submit reports to AGENCY each month. The ~~reports will provide activities~~ relating to performance under this Scope of Services. Among the reports, which COMPANY will generate, are the following:

- A. Report of Revenue Collected for Period
- B. Report for Parking Citations Issued for Period
- C. A balanced summary report for issuing AGENCY providing the status of all parking citations at the beginning of the period, current period and at the end of the period.
- D. A report for issuing Agency identifying registered vehicle owners with multiple outstanding parking citations.
- E. A report for issuing Agency identifying the parking citations issued, location, and violation by officer.

6.2 PCI Compliance Reports/Certificates: Quarterly and Ad Hoc certificates will be sent

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to the Agency.

6.3 Annual Reports: Annually, COMPANY shall comply with existing state laws.

ARTICLE VII – CLAIMS AND ACTIONS

7.1 AGENCY Cooperation: in the event any claim or action is brought against COMPANY relating to COMPANY’S performance or services rendered under this Agreement, COMPANY shall notify the AGENCY, in writing, within five (5) days, of said claim or action.

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EXHIBIT B
RATE SCHEDULE

Rate Schedule:

The following costs shall apply to the Services:

Manual Parking Citation Processing: \$0.65

Services for the above-mentioned items include:

- On-site data entry of manually written citations performed within 48 hours of receipt
- On-site quality assurance verification of manually entered citations
- Scanning of all manually written citations onto our network for storage and ease of retrieval
- Bi-monthly shredding of manually written citations

Electronic Parking Citation Processing (New): \$0.55

Services for the above-mentioned items include:

- Automated citation transmission into Data Ticket's Citation Management Solution 24/7
- Automated confirmation email detailing successfully transmitted citations
- Automated transmission of photos attached to citations

Courtesy Notice: \$0.80

Services for the above-mentioned item include:

- Semi-custom Courtesy Notice that is printed on an 8 ½ x 11" piece of paper with a perforated tear-off payment stub provided in a window envelope sent to the registered owner of a vehicle
- All notices are attached to the citation online and are viewable via the web
- All notices sent via 1st Class Mail
- All notices include a return envelope in which the responsible party may submit payment
- **This charge is only incurred if the individual does not pay off the windshield and a notice is sent to the individual as a result**

Out-of-State Collections (New): 25% of revenue collected

- This fee will cover all expenses associated with obtaining out-of-state registered owner information and will only be due when a citation is paid
- Data Ticket is a recognized Strategic Partner with NLETs and we are currently utilizing the City's and our ORI
- **This fee is not combined with any other contingency fee.** For example, if a citation is rolled to a delinquent status, only 25% of revenue collected will be charged
- **If Consultant does not collect on a citation that is issued to an out of state plate, the City does not owe this fee.**

Delinquent Collections (New):**25% of revenue collected**

- This fee will be assessed when a citation is ninety (90) days past the citation issue date, assuming a first notice has been sent to the registered owner and the citation is not on hold for any reason
- Three Delinquent Notices will be sent to the registered owner at no cost to the City
- All notices are sent via First Class mail and all notices are printed on an 8 ½ x 11" sheet of paper and folded into a window envelope; in addition, a window envelope is provided for the recipient to return payment
- All notices are attached to the citation online and are viewable via the web
- **If Consultant does not collect on a citation that is delinquent, the City does not owe this fee**
- Notices will be sent via 1st Class Mail, and Data Ticket will be responsible for the cost incurred and all customer service and payment entry

Franchise Tax Board Processing (New) (Optional)**SSN Look-up:****\$2.00 per SSN**

- This fee will be assessed to lookup a social security number associated with a registered owner and address
- **This charge is charged per unique SSN, not per citation**

FTB Collections: (Optional)**15% of revenue collected**

- This fee is charged if a citation is paid at the Franchise Tax Board
- **This charge is not combined with any other charge**; for example, if a citation is rolled to delinquent status and paid at FTB, only the 15% of revenue collected will be charged
- Consultant will send an FTB Notice to the Customer as required by the Interagency Intercept Program; **this notice will be sent via 1st Class Mail and will be sent at no cost to the City**
- **All notices are attached to the citation online and are viewable via the web**
- **Data Ticket will pay for the City's cost to participate in the FTB program**; annually, FTB will send an invoice to the City for the number of debts placed at FTB; the City will simply provide this invoice to Consultant and Consultant will pay it in full
- **If Consultant does not collect on a citation that is at FTB, the City does not owe the collection fee**

Adjudication:**1st Level Hold & Scanning of Review Request (Optional)****\$0.50 per citation**

- Consultant will review all documentation received by the Appellant and determine whether the request received within the required timeframe
- If the request was received within the required timeframe, Consultant's Adjudication Department will place the citation on an Administrative Review Request Hold and scan all received documentation into the Citation Management Solution where it is displayed on the web for the City's Staff
- If the request is received outside the required timeframe, the City will have the option to proceed as though the request was received within the timeframe or it may elect to have Consultant send a "time expired letter" rejecting the appeal

Disposition and Schedule Letters**\$0.80 per letter**

- Consultant will send a custom disposition letter to the Appellant via 1st Class Mail
- All letters are attached to the citation online and are viewable via the web

2nd Level Hearing Hold, Scanning and Scheduling of Hearing (Optional)**\$0.50 per citation**

- Consultant will review all documentation received by the Appellant and determine whether the request received within the required timeframe
- If the request was received within the required timeframe, Consultant's Adjudication Department will place the citation on an Administrative Hearing Request Hold and scan all received documentation into the Solution where it is displayed on the web for the Consultant's Staff and the Hearing Officer
- If the request is received outside the required timeframe, the City will have the option to proceed as though the request was received within the timeframe or it may elect to have Consultant send a "time expired letter" rejecting the appeal
- Consultant will work with the designated Hearing Officer to schedule the Hearing based on either a pre-determined schedule or an ad hoc basis, depending on the City's schedule

2nd Level Hearings Performed (Optional)**\$85.00 per hour**

- Consultant's independent, certified, insured hearing officers will be provided to the to perform in-person, phone and written hearings
- Each hearing request will be reviewed, heard or read and all required research will be performed
- The Hearing Officer will enter a judgment into the Citation Processing System for viewing by the City, Appellant and Consultant
- Hearings will be scheduled
- The City will incur costs associated with mileage as defined by Federal guidelines
- Consultant will work with the City to arrange for the use of a conference room at a City location or the City may elect to have citations heard at a centralized location within the County

Assembly Bill 503 Changes

Consultant shall accept and review all payment plan requests for persons claiming indigency. This new process includes the acceptance of documentation via the web and US Mail, the review of this documentation and the scanning of all the documentation and attachment to the citation to which it applies. Consultant will either accept or deny each request and then proceed to setup the payment plan or issue a letter of denial with a reason for the denial. The costs for these services are provided below:

Acceptance and Scanning of Indigent Payment Plan Requests**(Approval/Denial by Data Ticket)****\$5.00 per request****OR**

**Accepting and Scanning of Indigent Payment Plan Requests
(Approval/Denial by City)** **\$2.00 per request**

AND

Indigent Payment Plan/Denial Letters **\$0.85 per letter**

Joint / Escrow Banking Services (Optional) **\$100.00 per month**

Services for the above-mentioned item include:

- Daily deposits of funds to the City's escrow account
- Online, real-time reconciliation reports that tie directly to the bank statement
- Processing of all credit card charge-backs and Insufficient Funds
- Month-end reconciliation of all funds collected
- Disbursement of County / State Surcharges at month-end
- Payment of Consultant's invoice
- Disbursement of the net remittance to the City
- Scanning of all payments directly to joint bank account daily using remote check deposit
- The City will be responsible for the purchase of banking supplies, including checks and endorsement stamps; these fees typically run \$200.00 per year

Charge-backs and NSF's (Optional) **\$1.25 per issued instance**

- Consultant will process credit card charge-backs and NSFs when notified of each occurrence
- Once processed, Consultant will send a custom letter to the individual detailing the returned item and the amount due on the citation

Refunds (Optional) **\$3.50 per issued instance**

- Consultant will process refunds when notified by the City
- In the event the City utilizes Joint Banking, Consultant will verify, generate and send each refund due when notified by the bank
- Refunds will be issued weekly
- Refunds will be sent via 1st Class Mail

Credit Card Processing Fee **\$3.50 per transaction charged to the Citizen**

- This fee will be charged to the citizen when the citizen pays with a credit / debit card online, via the IVR Solution, via a Customer Service Representative or via a mail in credit / debit card option.
- No fee will be charged to the City

Monthly Minimum **\$200.00**

- A minimum fee of \$200.00 will be charged on a monthly basis if services do not reach this level (not inclusive of the Joint/Escrow Banking Services fee)

Services Included in the Above Costs:

Online Access for the City's Customers (New): **Included**

The City's Customers will have the ability to perform the following functions online:

- View real-time citation(s) data
- Pay for a single or many citation(s)

- Request a 1st Level Administrative Review and attach up to nine documents supporting their position
- Request a 2nd Level Administrative Hearing Request and attach up to nine documents supporting their position
- Print a receipt
- View pictures of the citation taken by the issuing officer (if the City allows)

Online Access for the City's Staff (New):

Included

Access to the City's data is based on unique usernames and passwords assigned to each individual who requires access to the system. **Consultant does not limit the number of individuals who have access to the system and the number and types of access can change at any point with a simple email request to Consultant.**

Our Solution is setup to maintain a complete audit trail for each and every transaction in the system, therefore, the username is displayed next to every transaction in the system, indicating who performed the transaction and when.

Dependent on the access rights provided to each City Staff member, the following capabilities are available:

- View real-time citation(s) data, including pictures taken by the Issuing Officer
- Accept payment via VISA, MasterCard, Discover and American Express credit/debit cards
- Accept payment via Cash, Check or Money Order
- Process NSF's, Chargebacks and Refunds
- Reduce or increase violation amounts, dismiss citations, void citations and place citations on hold
- Change citation data, including violations, date, time, plate, location, comments, make, model, color, registration expiration date and others
- Perform Administrative Reviews online by entering the disposition directly online
- Generate a time expired or letter of non-responsibility for a citation in the adjudication process
- View the complete reason for the Review Request and supporting documentation provided by the Appellant directly online
- Edit Appellant information
- Upload disposition documents sent to the City via US Mail
- Add a note to a citation and see all comments added to the citation
- View the reason for the 2nd Level Administrative Hearing Request online and view the supporting documentation provided by the Appellant, directly online
- Print a receipt with or without registered owner information

Reporting (New):

Included

- Consultant offers 24 reports online for our City to generate, print and re-print 24/7. Consultant shall provide real-time reports that can be generated for any timeframe required and we provide pre-processed/month-end reports that reflect the month-end view of data.
- All reports are available online and the data is available as long as the City is a Client.

- All reports are generated in HTML so City can copy and paste the data into Excel for data manipulation purposes.
- If the City were to request a report that was not already available using the standard reports or report generator, Consultant shall work with the City to design the report and provide it to the City at no cost.

Manual Payment Processing:

Included

- Manually received payments (checks, cash, money orders and credit card payments sent via US Mail) are received at our PO Box in Newport Beach where a bonded and insured courier picks up the mail daily and delivers it to our Newport Beach office
- On-site Mail Department opens, sorts and batches the payments before providing them to our on-site Data Entry Department
- After double-blind entry of each payment, the citations are updated by our Quality Assurance team
- Payments are then provided to our Accounting Department where daily deposit slips are completed and provided to a bonded, insured courier who takes them to the bank

Registered Owner Information:

Included

- Registered owner information for all citations issued on California license plates
- Turnaround time for acquisition of California registered owner information is **same day**
- Registered owner information for all citations issued on out of state license plates
- Consultant is a recognized Strategic Partner with NLETs and **has access to registered owner information nationwide real-time through NLETs service**
- Access to this system requires the use of the City's ORI for tracking purposes only; Consultant will utilize its own ORI for actually acquiring the out of state RO data

CA DMV Holds and Releases:

Included

- California DMV Holds and Release performed daily via an online connection
- Holds and releases can also be performed real-time, upon request
- Citation amounts placed on hold are updated daily in the event a partial payment is made

Customer Service:

Included

- Consultant provides a live, bi-lingual, on-site Customer Service Department that is fully trained to answer questions related to citation issuance, payment, adjudication, fix-it tickets, sign-offs, FTB, advanced credit reporting collections and more
- **All calls are recorded to quality assurance and recordings can be sent to the City at any time for review**
- Consultant's IVR is bi-lingual and accessible via several toll-free numbers; the IVR provides real-time information to the caller regarding current status, including the amount due
- The IVR accepts VISA, MasterCard, Discover, and American Express

Web Presence (New):

Included

- Consultant's Solution is 100% web-based and Section 508 Compliant and is provided at: www.CitationProcessingCenter.com; this is a generic website in the

sense that it is not City branded. **This website allows for the City and the City's Customers to access citations online**

- **If the City prefers to have a City branded website, one in which the look and feel mimics that of the City's website, Consultant can and will provide this feature to the City at no cost.**

Cost Increases:

Postal Rate Increase Offset – If postal rates increase during the term of the agreement, fees to Consultant shall be raised immediately to offset the effect of the actual postal rate increase.

CPI Increases – There will be NO CPI increases for the duration of the Agreement.

Handheld Citation Processing

Android Pricing (Optional)

Consultant has provided the following handheld unit pricing for **Three Year Lease Price** option as well as a **Purchase Price Option**.

Item	Samsung Galaxy S8 Plus (or Similar Android Unit) w/ TSC 3" Printer*
3 Year Lease Price	\$62.00 / per month
Purchase Price	\$1,180.00 per Unit TSC 3" Printer: \$350.00 per Unit

*These costs are exclusive of tax

HANDHELD LICENSING AND SUPPORT COSTS

Handheld Software License Fee **\$500.00 per unit per year, 1st year only**
 \$150.00 per unit per year, 2nd and subsequent years

This fee is for the software application and all enhancements.

Support **\$25.00 per month per unit**
Support includes full repair or replacement of any units which fail to perform.
There is no deductible charged.

Training **No Charge**
Onsite training at the City's preferred location will be provided free of charge for both the handheld ticket writer training and the system training. Training typically takes place over the course of a few hours and will be customized to meet the City's requirements. Travel expenses will be billable for handheld training.

Ticket Stock **To be Quoted**
Ticket stock pricing can be quoted based on need.

Wireless Services **Actual Cost**
If the City elects to utilize a wireless data plan by which to transmit citations, Consultant will pass the cost of the data plan directly from the wireless vendor.

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of City, and prior to commencement of the Services, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to the City.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000.00 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000.00).

Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees and volunteers.

Proof of insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may

arise from or in connection with the performance of the Services hereunder by Consultant, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant, or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

City's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

Timely notice of claims. Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
72230	02/14/2019	Printed	AIRGAS USA LLC	OXYGEN SUPPLIES		245.88
72231	02/14/2019	Printed	AT&T	TELEPHONE 1/1/19-1/31/19		348.60
72232	02/14/2019	Printed	AT&T	TELEPHONE 1/4/19-2/3/18		1,361.57
72233	02/14/2019	Printed	AT&T	TELEPHONE 1/4/19-2/3/19		152.16
72234	02/14/2019	Printed	AT&T	TELEPHONE 1/4/19-2/3/19		146.30
72235	02/14/2019	Printed	AT&T MOBILITY	TELEPHONE-MDT'S 1/1-1/31/19		774.81
72236	02/14/2019	Printed	AWESOME CHARTERS AND TOURS	SENIOR TRIP 8/14/18 EAGLE MOUNTAIN	R	540.00
72237	02/14/2019	Printed	CESAR F. BEJARANO/RAPID BOARD UP	BOARD UP 2345 KEITH	R	640.00
72238	02/14/2019	Printed	ELAINE BOOKS/POLYGRAPH PROFESSIONALS	POLYGRAPH EXAMS-PD		2,000.00
72239	02/14/2019	Printed	JAY WESLEY BROCK/TOP DOG TRAINING CENTER	MONTHLY K9 MAINTENANCE		360.00
72240	02/14/2019	Printed	CALIFITNESS INC.	FITNESS EQUIPMENT REPAIRS		1,380.06
72241	02/14/2019	Printed	CALIFORNIA WATER SERVICE	WATER SERVICE-JANUARY 2019		6,569.99
72242	02/14/2019	Printed	ROD CARSEY	PLAN CHECKS		186.07
72243	02/14/2019	Printed	CASCADE FIRE EQUIPMENT COMPANY	PARTS FOR FIRE EQUIPMENT		646.94
72244	02/14/2019	Printed	CENTRAL SANITARY SUPPLY	JANITORIAL SUPPLIES		882.01
72248	02/14/2019	Printed	CINTAS CORPORATION NO. 2	LINEN/UNIFORM SERVICE-JAN 19		954.85
72249	02/14/2019	Printed	CITY OF FRESNO	FRESNO POLICE ACADEMY CLASS RANGE FEE 1/28-2/1/19		144.00
72250	02/14/2019	Printed	COMCAST	INTERNET SERVICE-FEB 2019		1,492.42
72251	02/14/2019	Printed	COOK'S COMMUNICATION CORP	RADIO FOR US MARSHALL PICKUP		2,608.39
72252	02/14/2019	Printed	CORELOGIC SOLUTIONS LLC	REALQUEST SERVICE-JAN 19		481.25
72253	02/14/2019	Printed	DANCING SCHOOL	REIMBURSEMENT FOR THE NUTTY NUTCRACKER TICKETS		4,705.11
72254	02/14/2019	Printed	DATAPATH LLC	NETCARE & ON SITE SUPPORT-FEB 19		10,825.00
72255	02/14/2019	Printed	SCOTT DAVIS	IMPROV COMEDY WORKSHOP LESSONS		200.00
72256	02/14/2019	Printed	DEPARTMENT OF JUSTICE	FINGERPRINTS-JANUARY 2019		545.00
72257	02/14/2019	Printed	FIVE CITIES ECONOMIC	3RD QUARTER DUES JAN-MAR 19		1,039.55
72258	02/14/2019	Printed	FRESNO CITY COLLEGE	POST FTO TRAINING COURSE 12/3-12/7/18	R	372.00
72259	02/14/2019	Printed	FRESNO ECONOMIC OPPORTUNITIES	SENIOR MEALS & SITE SUPPLIES JANUARY 2019		1,772.39
72260	02/14/2019	Printed	GATEWAY ENGINEERING, INC.	CITY ENGINEERING SERVICES OCT 19		11,865.00
72261	02/14/2019	Printed	GOVERNMENT REVENUE SOLUTIONS	STARS SERVICES 3RD QUARTER		500.00
72262	02/14/2019	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 1/30/19		1,018.50
72263	02/14/2019	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 2/6/19		1,327.80
72264	02/14/2019	Printed	HEALTHEDGE ADMINISTRATORS INC.	ADMINISTRATIVE FEES-MARCH 2019		783.59
72265	02/14/2019	Printed	HEALTHWISE SERVICES, LLC.	KIOSK MEDICAL WASTE SERVICES	R	300.00
72266	02/14/2019	Printed	HEWLETT-PACKARD FINANCIAL	LEASES		3,485.02
72267	02/14/2019	Printed	KIMBERLY HOUSTON	COSTUME & PROPS REIMBURSEMENT		116.72
72268	02/14/2019	Printed	HUB INTERNATIONAL INSURANCE	NO LIMIT BULLIEZ DOG SHOW	R	179.64
72269	02/14/2019	Printed	J'S COMMUNICATION INC.	SERVICE AGREEMENT 2/1-4/30/19		1,338.00
72270	02/14/2019	Printed	ANNA M JAIMES/J&A ALCOHOL TESTING	EMPLOYEE DRUG TESTING-PD		330.00
72271	02/14/2019	Printed	REBECCA KOZLOWSKI-THE PRESORT CENTER	CITY OF SELMA ENVELOPES		206.10
72272	02/14/2019	Printed	LEAGUE OF CALIFORNIA CITIES	ANNUAL MEMBERSHIP DUES		8,637.00
72273	02/14/2019	Printed	LEE CENTRAL CALIFORNIA	NOTICES-ADU ORD & CUP APPLICATIONS	PARTIAL R	222.46
72274	02/14/2019	Printed	LEXIPOL LLC	FIRE POLICY ONLINE MANUAL		8,677.00
72275	02/14/2019	Printed	LIFE-ASSIST INC.	MEDICAL SUPPLIES		1,173.38
72276	02/14/2019	Printed	METRO UNIFORM	POLICE/FIRE REVOLVING ACCT	R	1,582.48
72277	02/14/2019	Printed	DAVID EDWARD MIRAMONTES/AAA STEAM CARPET & FURNITURE	PIONEER VILLAGE RUG CLEANING		100.00

CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
72278	02/14/2019	Printed	YAHIA MURSHED	CUP REFUND		1,058.00
72279		Void				0.00
72280	02/14/2019	Printed	OFFICE DEPOT, INC.	OFFICE SUPPLIES		1,225.91
72281	02/14/2019	Printed	PG&E	UTILITIES-JANUARY 2019		194.54
72282	02/14/2019	Printed	RAY MORGAN COMPANY INC	COPIER MAINT/COPY AGREEMENT 1/1/19-1/31/19		723.62
72283	02/14/2019	Printed	SAMPSON,SAMPSON, AND PATTERSON	ACCOUNTING SERVICES-JAN 19		14,800.00
72284	02/14/2019	Printed	RANDY D SIEGER/SIEGER'S ROOFING	BUSINESS LIC OVERPAYMENT REIMB		94.00
72285	02/14/2019	Printed	T&T PAVEMENT MARKINGS	BUSINESS LIC OVERPAYMENT REIMB		94.00
72286	02/14/2019	Printed	TAG-AMS, INC.	EMPLOYEE DRUG TESTING		287.00
72287	02/14/2019	Printed	TOWNSEND PUBLIC AFFAIRS, INC.	CONSULTING FEES-FEBRUARY 2019		3,500.00
72288	02/14/2019	Printed	TRANS UNION CORPORATION	PRE EMPLOYMENT CREDIT CHECK		13.89
72289	02/14/2019	Printed	TYLER TECHNOLOGIES, INC.	EXECUTIME/ADVANCED SCHEDULING		8,079.42
72290	02/14/2019	Printed	VANIR CONSTRUCTION	POLICE DEPT CONSTRUCTION	PDSA	2,287.50
72291	02/14/2019	Printed	YASH P. VERMA/INDUSTRIAL HEALTH	DRUG TEST-PW STREETS		435.00
72292	02/14/2019	Printed	WASTE MANAGEMENT	TRASH REFUND		155.40
72293	02/14/2019	Printed	WILLEMS COMMERCIAL PRINTING	CINDERELLA KIDS POSTERS & POSTCARDS		248.34
TOTAL						116,413.66

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

PAYROLL TRANSACTIONS

CHECK REGISTER

<u>Date</u>	<u>Check No.</u>	<u>Amount</u>
2/22/2019	115418-115424	\$2,435.43

Remittance Checks

<u>Date</u>	<u>Description</u>	<u>Amount</u>
2/22/2019	115425-115434	\$23,800.21

ACH Payment

<u>Date</u>	<u>Description</u>	<u>Amount</u>
2/22/2019	PR FEB 21 19	\$163,774.69

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

March 4, 2019

ITEM NO:

2

SUBJECT:

Consideration of a Resolution, approving a request for a fee waiver for the Sikh Center of the Pacific Coast's annual Sikh Parade event


DISCUSSION: The Sikh Center of the Pacific Coast has submitted a request to waive fees associated with the annual Sikh Parade event (Attachment #1).

Fees associated with this event include Special Events Permit, Street Closure Permit, Barricade Fees which total \$1,910.00. The cost for staff time, Public Works man hours, Police Contract Service, and Fire Department Services are \$6,225.00, for a total cost of \$8,135.00

This event will take place on April 14, 2019, and will be along the route depicted in Attachment #2. The fee waiver serves a public purpose by bringing many residents and individuals from neighboring communities to the City, thereby serving as a vehicle to bring additional revenue to the City. The annual Sikh parade is a free event and provides the opportunity to celebrate local culture in Selma.

RECOMMENDATION:

Consider request from the Sikh Center of the Pacific Coast to waive fees for the Annual Sikh Parade.


Teresa Gallavan, City Manager

2-27-19
Date



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SIKH CENTER OF THE PACIFIC COAST
2211 Highland Ave., Selma, CA 93662 Phone: (559) 891-1198



RECEIVED

MAR 19 2019

City of Selma

**City of Selma
City Council
1710 Tucker St
Selma, Ca 93662**

Dear Council Members;

On behalf of Sikh Center of the Pacific Coast, Selma, we hereby, request to waive all the fees in related to Sikh Parade on April 14, 2019 as you did for the previous years. We already have submitted the application for all the required permits. Sikh Center Of The Pacific (SCPC) is a non-profit organization. We appreciate the City Council for all the help.

With Best Regards,

Gurnek S. Nagra
Gurnek S. Nagra

Karnail S. Sindher
Karnail S. Sindher

Date 2-19-19

**Sikh Center of the Pacific coast
2211 Highland Ave
Selma, Ca 93662**

RESOLUTION NO. 2019 – __R

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SELMA, CALIFORNIA, APPROVING A
REQUEST FOR A FEE WAIVER FOR THE SIKH
CENTER OF THE PACIFIC COAST'S ANNUAL SIKH
PARADE EVENT**

WHEREAS, the Sikh Center of the Pacific Coast requested that the City Council waive fees associated with its Annual Sikh Parade event to be held on April 14, 2019; and

WHEREAS, the total fees associated with the parade are Eight Thousand One Hundred Thirty-Five Dollars (\$8,135.00), which includes the fees for the special events permit, sound permit, street closure permit, barricades, public works, police and fire staff time; and

WHEREAS, the total amount the Sikh Center of the Pacific Coast is requesting the City Council to waive is Eight Thousand One Hundred Thirty-Five Dollars (\$8,135.00); and

WHEREAS, while the City is proposing to waive certain fees associated with the parade, Sikh Center of the Pacific Coast is still required to comply with all other provisions of the City's Municipal Code; and

WHEREAS, the fee waiver serves a public purpose by bringing many residents and individuals from neighboring communities to the City, thereby serving as a vehicle to bring additional revenue to the City. The annual Sikh parade is a free event and provides the opportunity to celebrate local culture in Selma.

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

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

SECTION 2. The fee waiver serves a public purpose by bringing many residents and individuals from neighboring communities to the City, thereby serving as a vehicle to bring additional revenue to the City. The annual Sikh parade is a free event and provides the opportunity to celebrate local culture in Selma.

SECTION 3. The City Council hereby approves the fee waiver for fees associated with the Parade in the amount of Eight Thousand One Hundred Thirty-Five Dollars (\$8,135.00).

SECTION 4. The Sikh Center of the Pacific Coast shall comply with the City's Municipal Code during the Parade, and provide the City with all information required by City staff, including, but not limited to, the following:

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

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

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

PASSED, APPROVED AND ADOPTED this 4th day of March, 2019, by the following vote:

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

Scott Robertson, Mayor

ATTEST:

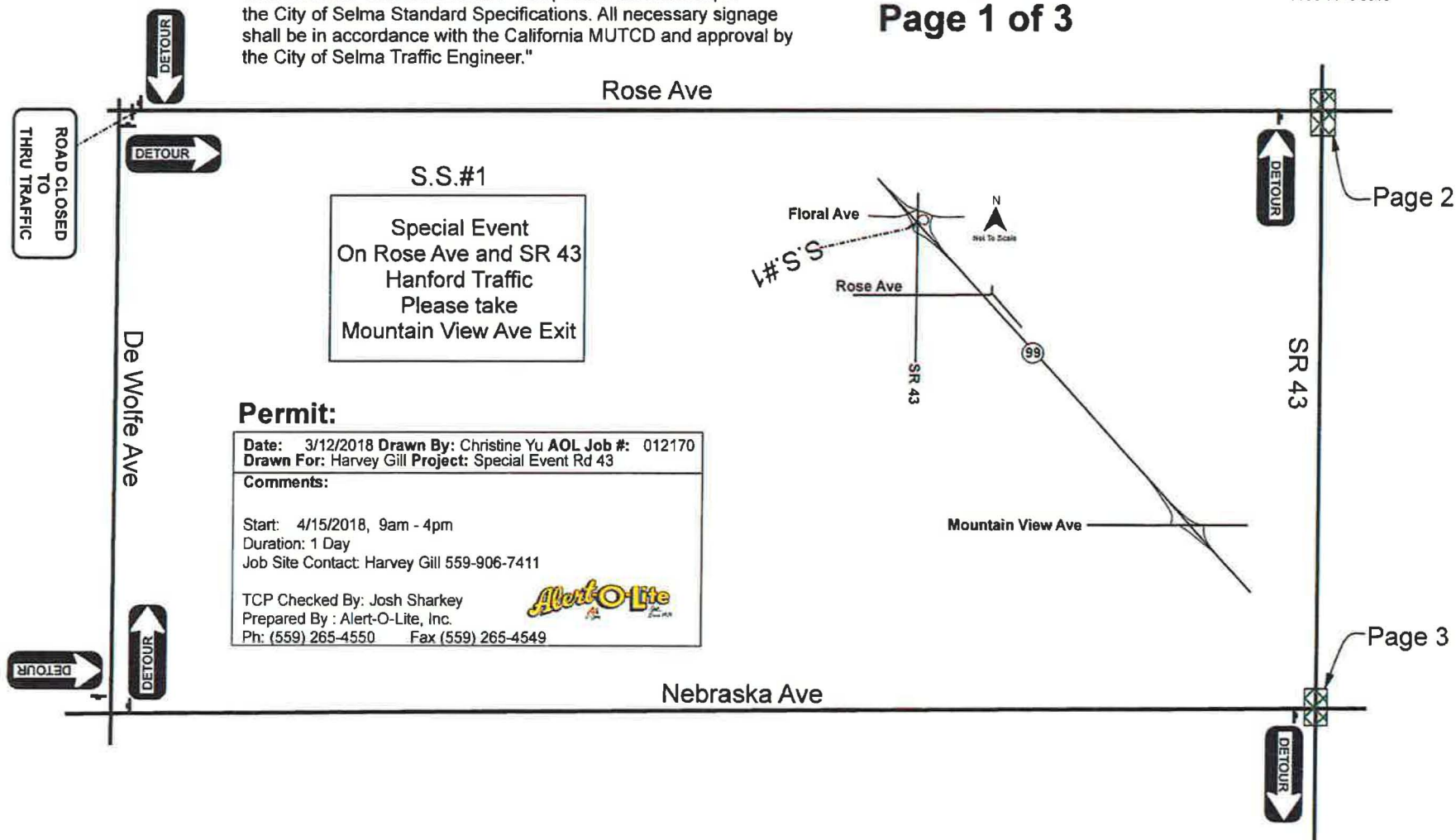
Reyna Rivera, City Clerk

SIKH Center Of The Pacific Coast Selma, Ca Special Event Page 1 of 3

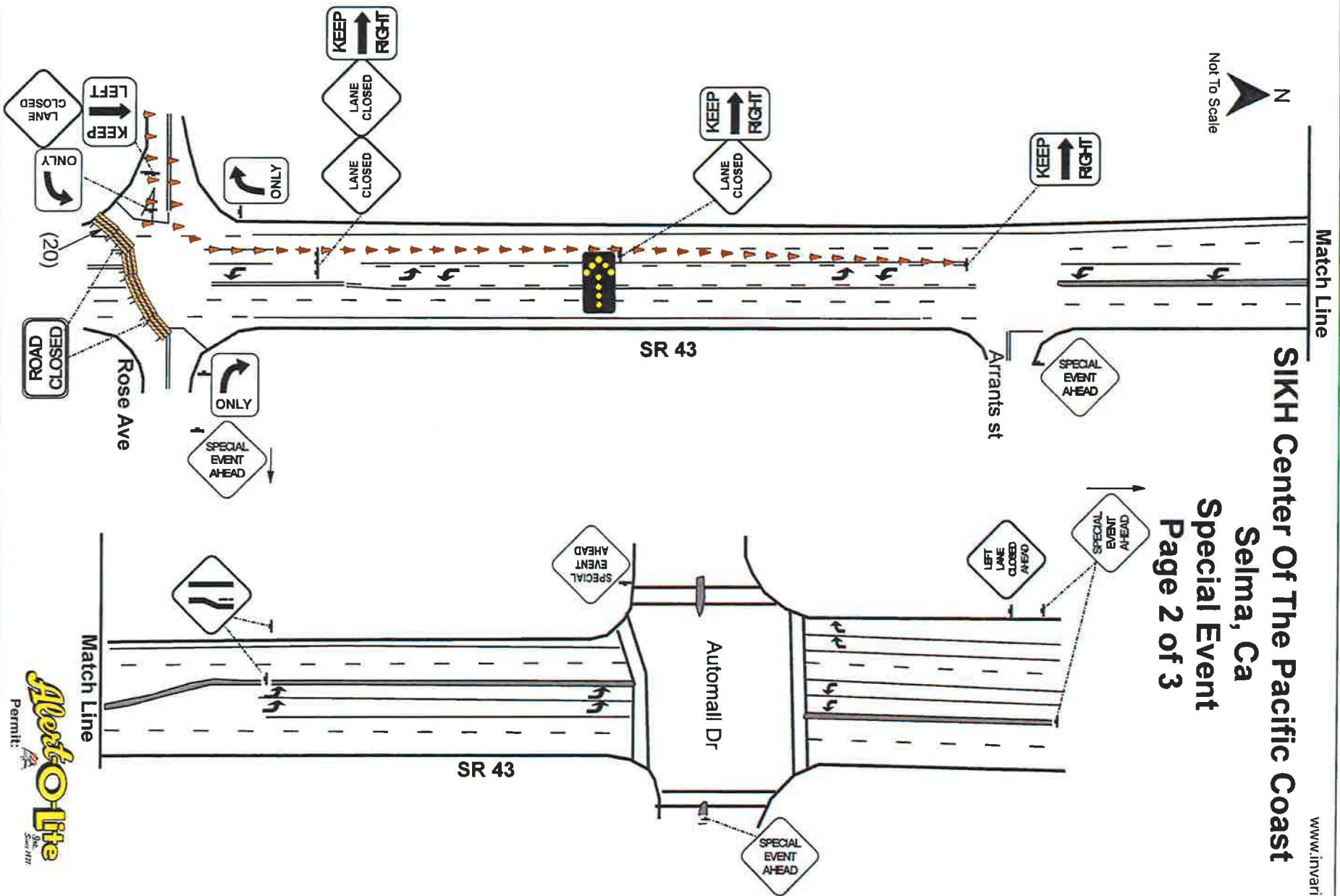


Notes:

1. Alert-O-Lite to Setup
2. Alert-O-Lite to Maintain
3. All Traffic Control will meet MUTCD Standards
4. "Safe Access for pedestrians shall be maintained at all times in accordance with subsection 7-10.1, Traffic and Access, of the City of Selma Standard Specifications. All necessary signage shall be in accordance with the California MUTCD and approval by the City of Selma Traffic Engineer."

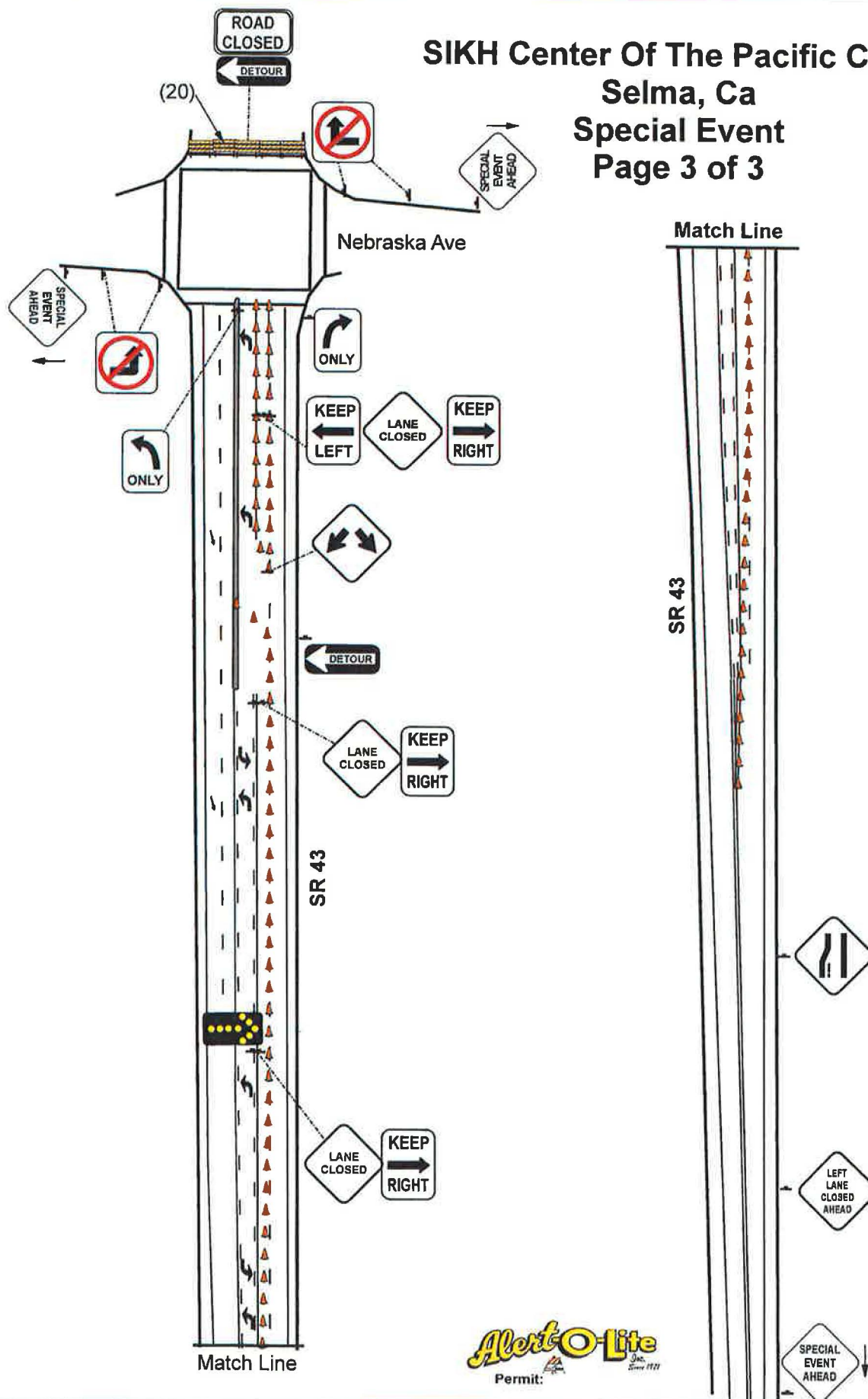


SIKH Center Of The Pacific Coast Selma, Ca Special Event Page 2 of 3



Auto-Lite
Permit:

SIKH Center Of The Pacific Coast Selma, Ca Special Event Page 3 of 3



Sikh Parade Map 1



Sikh Parade Map 2



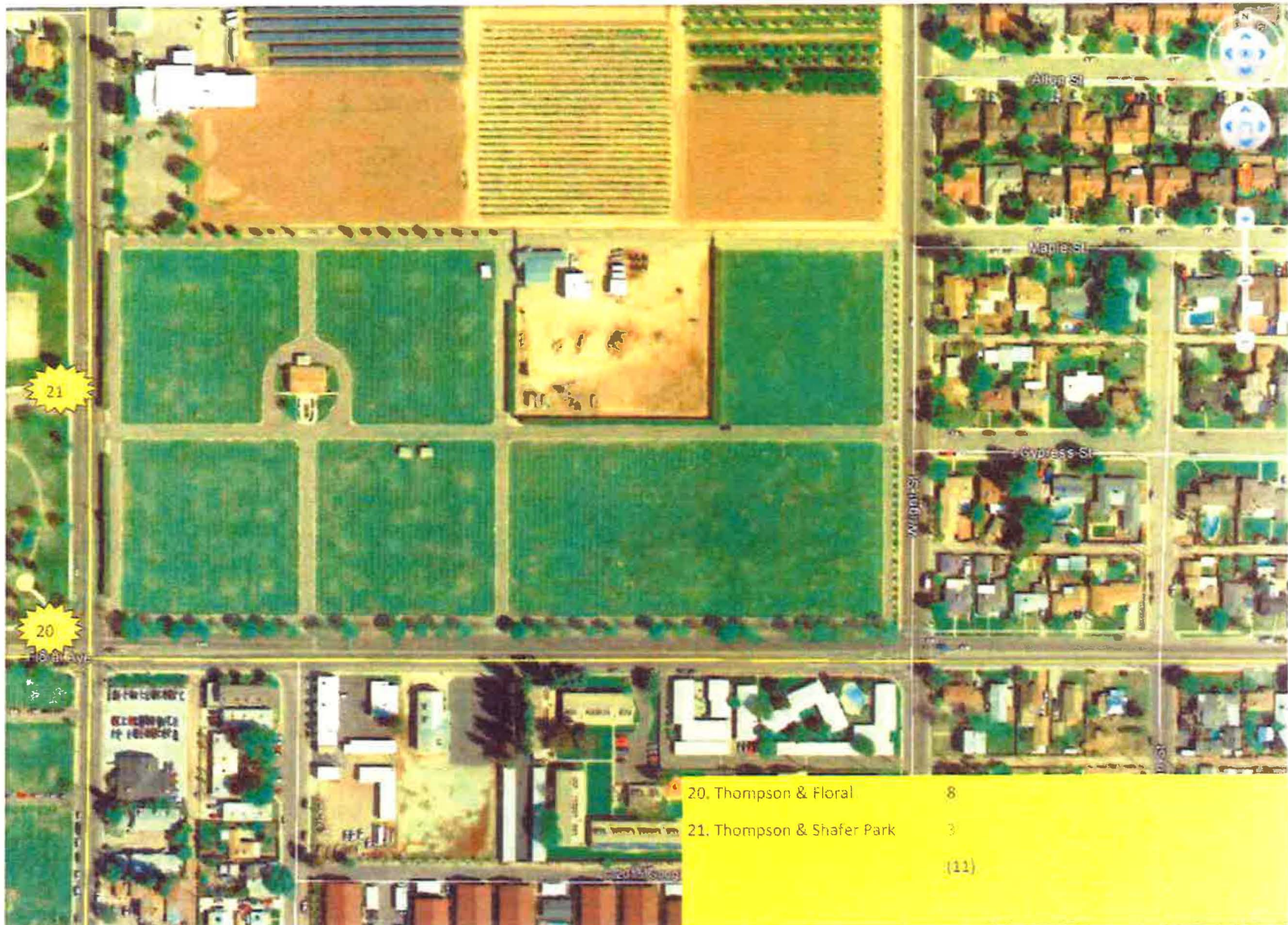
Sikh Parade Map 3



Sikh Parade Map 4



Sikh Parade Map 5



Sikh Parade Map 6



Sikh Parade Map 7



Sikh Parade Map 8



Sikh Parade Map 9



ITEM NO:

3.

SUBJECT:

Discussion Regarding Potential Locations for a Future Community Center

BACKGROUND: At the November 5, 2018 Council meeting, Staff was asked to have on the agenda an item regarding further discussion of a potential location for a future Community Center. Several locations to consider were mentioned by Council Members including the Mosquito Abatement District building, Torri Market, and the Old Gym on Rose Avenue.

DISCUSSION: The simple definition of a Community Center is “a place where people from a particular community can meet for social, educational, or recreational activities.” With that stated, a Community Center can be designed with various facilities and amenities. Staff’s vision of a Community Center includes at a minimum, a multi-purpose gym, large multi-purpose/assembly room, classroom-size rooms for various classes/programs/social services, and office space. Various other amenities, such as located within a park, batting cages, indoor soccer, etc. could also be included.

Community Center Vision – The concept of a Community Center can involve a variety of options and amenities. Defining the type of Community Center is an important first step in the process. Staff has outlined in Attachment A, a Community Center Vision. This type of facility would create the ability to expand on existing programs such as youth basketball, as well as the ability to add new programs such as adult basketball, expand on the current youth basketball league, youth/adult volleyball, youth/adult indoor soccer and after school programs for instance. Additional rooms would allow for a variety of community uses such as recreation classes, social services and/or providing rental space for residents for baby showers, wedding receptions, etc.

Another Community Center option that a few other cities have developed is the transformation of existing facilities such as old warehouses or cold storage units into indoor sports facilities that include as examples, basketball, indoor soccer, batting cages, etc. This concept is better defined as a Sports Facility.

Staff has looked at various existing buildings including the Mosquito Abatement Building, old Torri Market, and the old gym on Rose Avenue across from Lincoln Park. Other buildings that if they were to become available, such as the Cold Storage on Nebraska and East Front, could also be considered. Construction of a new facility is also an option. Various sites for new construction of a Community Center could be considered including the potential park site at Rockwell Pond.

Unfortunately, each of the attached locations all do not have the needed space to fulfill the needs as outlined in the vision and each would require a great deal of reconstruction and improvements.

Mosquito Abatement District:

- Designed presently as a maintenance yard.
- Could convert limited number of spaces to classroom type rooms.
- No outdoor open space.
- Parking is limited.
- Floral has very high usage and speed.
- Soil study of grounds would be advised.

Torri Market:

- Currently not for sale.
- Two individual buildings, limited programming.
- Not large enough for gym type activities.
- Good parking area and fenced in.
- Each building would need to be designed and developed for usage.

Old Gym:

- Limited usage based on size.
- Limited parking.
- Total rehabilitation would be required.
- Rose Avenue has very high usage and speed.

The following are the attachments and pictures of the locations:

1. Community Center Vision – Various options and amenities will be reviewed prior to discussing potential sites and locations. (Attachment A).
2. Mosquito Abatement District, 2425 Floral Avenue. (Attachment B).
3. Torri Market, 1426 Grove Street. (Attachment C).
4. Old Gym, 1826 Rose Avenue. (Attachment D).

Staff recommends dialogue regarding a Community Center continue, and that Staff continue to review options and additional potential sites as well.

Staff will be available to answer any further questions.

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

RECOMMENDATION: Staff is seeking further direction and dialogue regarding a Community Center.


Mikal Kirchner, Director Recreation & Comm. Svcs.

2/12/19
Date


Teresa Gallavan, City Manager

2-12-19
Date

Recreation and Community Services Community Center Vision

Multi-Purpose Gym:

- 1 Main Basketball Court
- 2 Side Basketball Courts
- 1 Main Volleyball Court
- 2 Side Volleyball Courts
- Other Uses, including badminton, dances, etc.

Multi-Purpose Room:

- Youth Programs, After School Programs, etc.
- Meetings, Workshops, Community Rentals (Baby Shower, Wedding Reception, etc.) Rolling divider curtain for one large room or two rooms

Classroom Size Rooms:

- Recreation Classes, Social Services, Recreation Programming. (2)

Office Space:

- Recreation Department Main Office (1)
- Recreation Staff Office(s) (3)

Outdoor Park:

- Recreation Amenities (Playground Equipment, etc.)
- Open Space

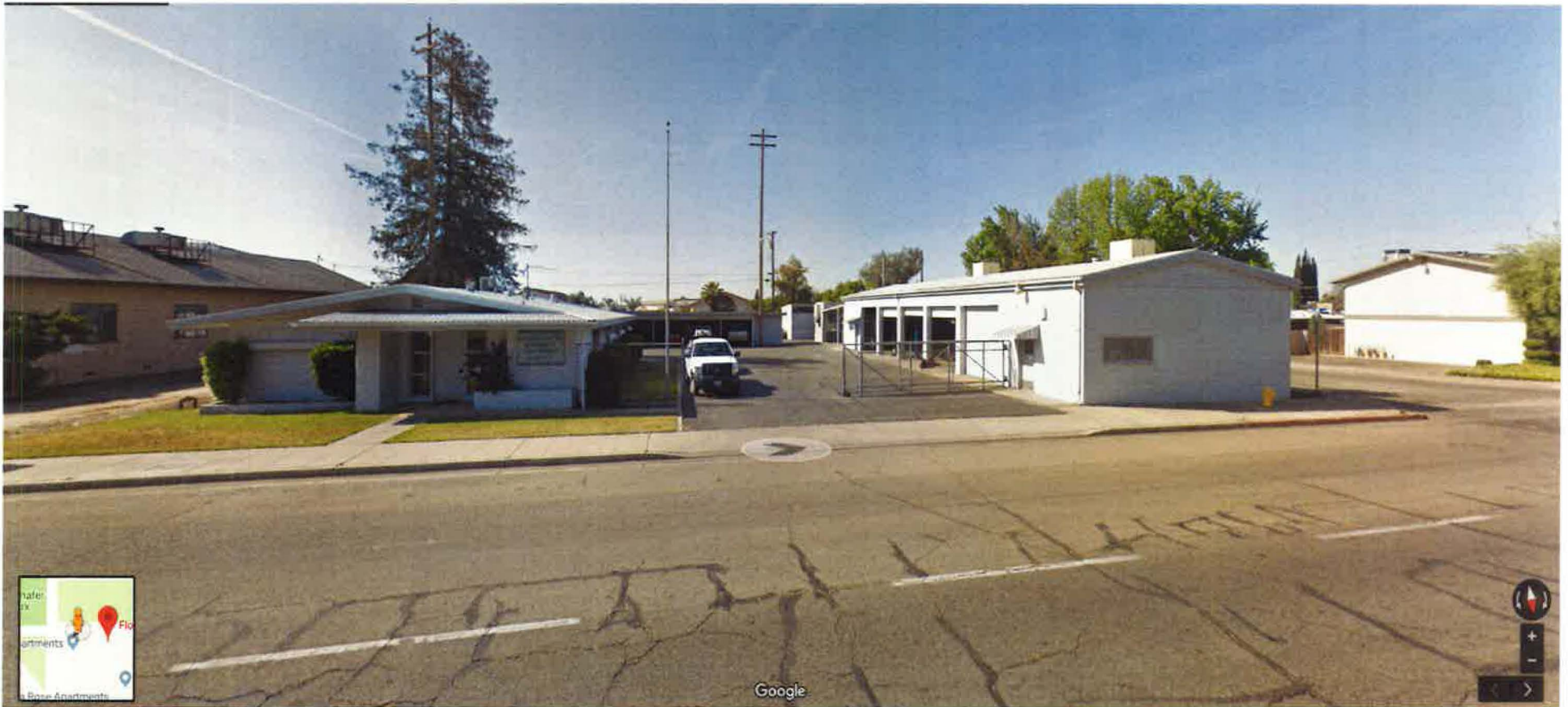
Mosquito Abatement District Building

Attachment B

2425 Floral

(Across the Street From Cemetery)





Torri Market
1426 Grove Street
(Presently Not For Sale)

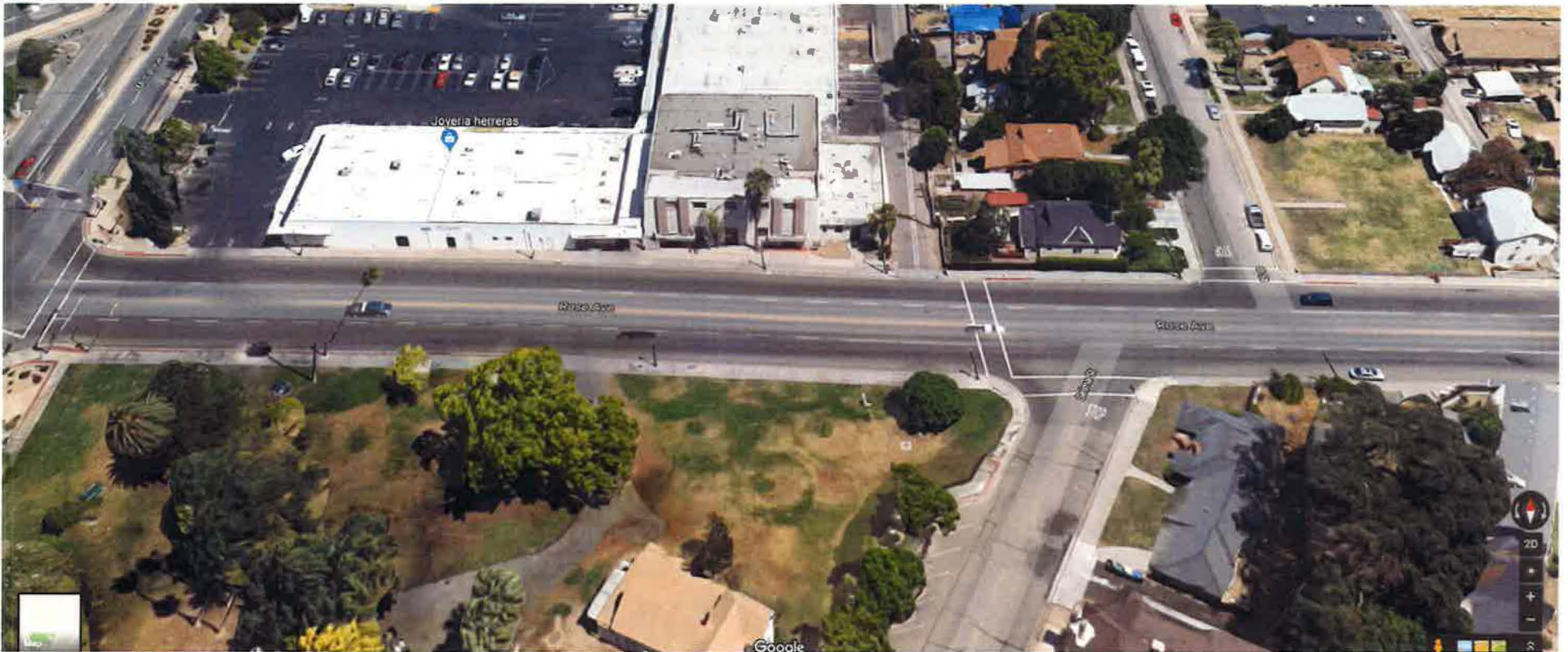
Attachment C

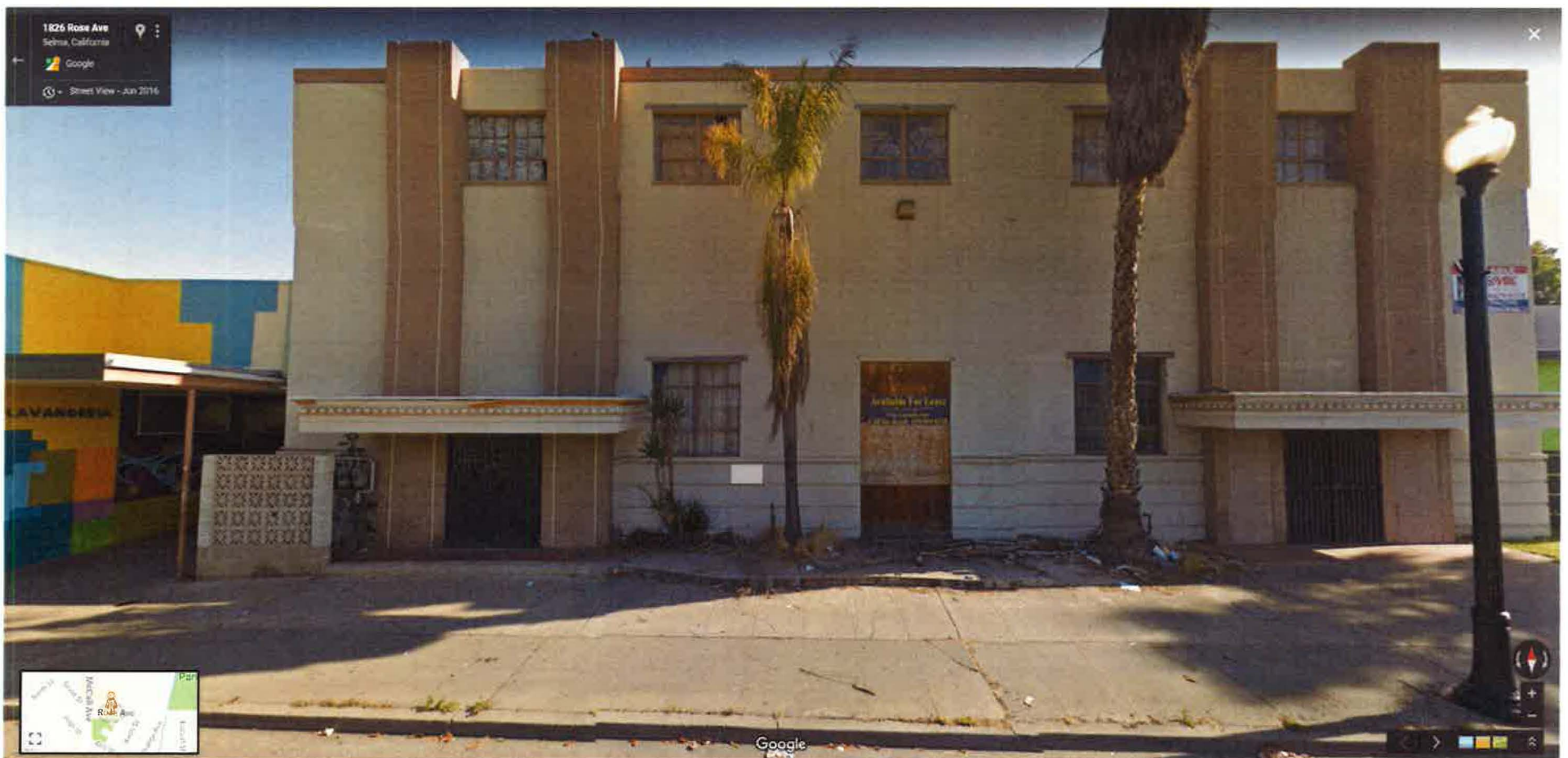




Old High School Gym
1826 Rose Avenue
(Across from Lincoln Park)

Attachment D





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

March 4, 2019

ITEM NO:

4.

SUBJECT:

Report from City Council Goal Setting Session

DISCUSSION: On January 22, 2019, the Selma City Council conducted a goal and priority setting workshop facilitated by Dr. Jackie Ryle. Attached is the report created by Dr. Ryle grouping comments into categories with potential goal areas as identified by City Council. The goal of the workshop was to focus on identifying areas of priority and assist with the upcoming budget development process.

RECOMMENDATION: Council accept and discuss the report, determine Council's top two priority areas and top five goal areas and direct staff to return with a draft implementation plan for Council's review.


Teresa Gallavan, City Manager

2-26-19
Date

City of Selma
Goal Setting Workshop
January 23, 2019

Facilitated and reported by Dr. Jackie Ryle

Mayor Robertson called for the workshop, noting the session is designed to be focused on identifying areas of interest and priorities to assist in the budget development process. He added that public testimony would be welcomed in all of the areas identified. He introduced facilitator Dr. Jackie Ryle. Dr. Ryle asked that the members of the Council identify areas of interest, noting she would chart the responses. She would then group those responses for both public testimony and Council discussion, leading to establishing priorities.

Responses by Council members, Mayor Robertson, and City Manager Gallavan, grouped into the following. Dr. Ryle noted the responses clustered into two core areas: namely, community and the City as an entity with its processes and procedures. She clustered the areas as follows, including all responses. Public testimony was invited in each area, after which the Council discussed each area. Although no formal process was used, it was clear that the core priorities focus on Economic Development and Public Safety, incorporating the other areas to achieve the safest, most livable, cleanest and most attractive community possible.

Following are the basic areas as identified by the Council, together with goal themes raised during discussion after public testimony. Public testimony is captured in the recording of the session.

COMMUNITY

PUBLIC SAFETY

Including staffing, facilities remodel, immediacy, consistency and transparency

GOAL AREAS:

Increased staffing

Sufficient and current technology

ECONOMIC DEVELOPMENT

Status, Sales Tax, Revenue generation for all areas

GOAL AREAS:

Research/stem sales tax leakage

Develop ways to educate businesses to increase sales tax revenue/pay appropriately to assist with beautification

Improve/streamline development procedures
Revenue Planning and Economic Development Departments
Need for dedicated Economic Development position
Incorporate infrastructure

COMMUNITY DEVELOPMENT

Infrastructure: streets, sewers, roads, traffic, etc.
Quality housing; police and fire stations remodel
Citizen empowerment

GOAL AREAS

Develop spread sheet of all projects currently underway/accountability
Include status of proposed developments
Monthly report from SKF District representative
Housing crucial; assess, repair, build supporting infrastructure
Foundation that economic development is built upon
Address in long term plan

COMMUNITY CULTURE * ENVIRONMENT * WHO WE ARE

Beautification of neighborhoods
Downtown Beautification: lights, speakers for music, fund for painting
businesses; people feel welcomed; make downtown attractive
City enhancement; no blight; Selma shines
Citizen empowerment

GOAL AREAS

Review policies and codes to accommodate and implement
Augment Code Enforcement
Update on speakers downtown for atmosphere and music
Create shopper-friendly environment
Freeway exits are welcome mats to our City; keep them blight free
Meeting these goals maintains property values

COMMUNITY ENGAGEMENT * COMMUNICATION

Communication with all of community, including spiritual leaders
Citizen empowerment

GOAL AREAS

Council find ways to engage our grassroots

EDUCATION * SCHOOLS

CITY AS ENTITY
Customer Service

FINANCIAL - status, process, information

OPERATIONAL STRUCTURE/ TECHNOLOGY

Review
Assess liabilities

POLICIES, PROCEDURES, CODES

Review for currency

PLANNING PROCESS * Meeting vision for the City
Immediate and long term

ADEQUATE STAFFING

All departments and programs
Review for efficiency
Include Code Enforcement

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

March 4, 2019

ITEM NO:

5.

SUBJECT: Consideration of a Resolution adopting Amendment No. 5 to the
Miscellaneous Mid-Management Employees Memorandum of Understanding

DISCUSSION: With recent changes in the Planning and Building Department, to better accommodate the needs of the department, it is necessary to add the new position classification of Planning and Development Manager to oversee and manage the department. The duties of the new position include: manage and oversee the Development Department of the City; perform advanced professional level planning duties; develops and maintains the General Plan, zoning ordinances, housing program, development review and California Environmental Quality Act (C.E.Q.A.) documents; reviews entitlement applications; coordinates the environmental review process; makes presentations to the Planning Commission and City Council. Given the new position, it is necessary to amend the Memorandum of Understanding ("MOU") with the Miscellaneous Mid-Management Employees, to add the position, and to add the salary range for the position. The proposed monthly salary range is \$6,490 to \$7,890, which was derived by compiling a salary survey of like sized cities with similar positions.

On February 21, 2019, the City Manager in her capacity as the Municipal Employees Relations Officer, and the Human Resources Manager, met and consulted with the representatives of the Miscellaneous Mid-Management bargaining unit regarding the proposed amendment to the MOU.

RECOMMENDATION: Adopt the Resolution approving Amendment No. 5 to the MOU with the Miscellaneous Mid-Management Employees.



Teresa Gallavan, City Manager

2-26-19

Date

RESOLUTION NO. 2019 – _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA, AMENDING THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SELMA AND MISCELLANEOUS MID-MANAGEMENT
EMPLOYEES FOR THE PERIOD OF JULY 1, 2017 THROUGH JUNE 30, 2019**

WHEREAS, on or about April 3, 2017, the City Council adopted a Memorandum of Understanding (“MOU”) between the City and the City’s Miscellaneous Mid-Management Employees (“Unit”), for the period of July 1, 2017, through June 30, 2019; and

WHEREAS, the MOU sets forth the terms and conditions of employment for the Unit, including establishing the position classifications which belong in the Unit; and

WHEREAS, on or about September 15, 2017, the Municipal Employee Relations Officer approved an Addendum to the MOU concerning the vehicle take-home provisions for Public Works Supervisors; and

WHEREAS, on or about July 10, 2018, the Municipal Employee Relations Officer approved an Addendum to the MOU to amend the effective date of the salary increase from July 1, 2018 to the pay period that includes July 1, 2018; and

WHEREAS, on or about August 29, 2018, the City Council approved an Addendum to the MOU to include additional position classifications to accommodate transit maintenance and fleet maintenance services, to allow for the provision of uniforms and safety equipment for the new employees, and to amend the salary schedule to reflect the salary ranges for the new positions; and

WHEREAS, on or about September 4, 2018, the City Council approved an Addendum to the MOU to amend the maximum amounts the City will contribute toward the health insurance premiums beginning January 1, 2019, and;

WHEREAS, it is necessary to add a new position classification of Planning and Development Manager to the MOU to accommodate the needs of the Building and Planning Department; and

WHEREAS, the City desires to amend the Miscellaneous Mid-Management MOU to include this additional position and to amend the salary schedule to reflect the salary range for this new position; and

WHEREAS, on or about February 21, 2019, the City Manager in her capacity as the Municipal Employees Relations Officer, and the Human Resources Manager, met and consulted with the Unit Representatives regarding the proposed amendments to the MOU.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

Section 2. The City Council hereby adopts Amendment No. 5 to the MOU, attached hereto as Exhibit A, and incorporated herein by reference.

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

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

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Selma on this 4th day of March 2019 by the following roll call vote:

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

Scott Robertson, Mayor

ATTEST:

Reyna Rivera, City Clerk

AMENDMENT NO. 5 TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF SELMA AND
MISCELLANEOUS MID-MANAGEMENT EMPLOYEES
FOR THE PERIOD
JULY 1, 2017 THROUGH JUNE 30, 2019

This Amendment No. 5 to the Memorandum of Understanding (“MOU”) Between the City of Selma and Miscellaneous Mid-Management Employees (“Unit”) for the period July 1, 2017 through June 30, 2019 is made and entered into this 4th day of March 2019 (“Effective Date”), by and between the City, and the Unit.

RECITALS

WHEREAS, on or about April 3, 2017, the City Council adopted Resolution No. 2017-18R, approving the MOU; and

WHEREAS, the MOU provides for the terms and conditions of employment for the Miscellaneous Mid Management Employees; and

WHEREAS, on or about September 15, 2017, the Municipal Employee Relations Officer approved an Addendum to the MOU concerning the vehicle take-home provisions for Public Works Supervisors; and

WHEREAS, on or about July 10, 2018, the Municipal Employee Relations Officer approved an Addendum to the MOU to amend the effective date of the salary increase from July 1, 2018 to the pay period that includes July 1, 2018; and

WHEREAS, on or about August 29, 2018, the City Council approved an Addendum to the MOU to include additional position classifications to accommodate transit maintenance and fleet maintenance services, to allow for the provision of uniforms and safety equipment for the new employees, and to amend the salary schedule to reflect the salary ranges for the new positions; and

WHEREAS, on or about September 4, 2018, the City Council approved an Addendum to the MOU to amend the maximum amounts the City will contribute toward the health insurance premiums beginning January 1, 2019, and;

WHEREAS, it is necessary to add a new position classification of Planning and Development Manager to the MOU to accommodate the needs of the Building and Planning Department; and

WHEREAS, the City desires to amend the Miscellaneous Mid-Management MOU to include this additional position and to amend the salary schedule to reflect the salary range for this new position; and

WHEREAS, on or about February 21, 2019, the City Manager in her capacity as the Municipal Employees Relations Officer, and the Human Resources Manager, met and consulted with the Unit Representatives regarding the proposed amendments to the MOU.

AMENDMENT

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

1. ARTICLE 1 – RECOGNITION:

Article 1-Recognition, shall be amended to reflect the complete list of Position Classifications as follows:

MANGERIAL

Finance Department Manager

Planning and Development Manager

Transit Maintenance Manager

SUPERVISORY

Accountant

Fleet Maintenance Supervisor

Information Systems/GIS Supervisor (unfilled as 03/17/17)

Police Records Supervisor (unfilled as of 08/01/09)

Principal Planner (unfilled as of 01/01/08)

Public Works Supervisor

Recreation Supervisor (unfilled as of 07/01/13)

CONFIDENTIAL

Administrative Analyst

City Clerk/Public Information Officer

Human Resources Manager

2. ARTICLE 2—SALARIES

Section E., Article 2—Salaries-The salary ranges set forth in Exhibit A are hereby revised in their entirety as set forth in Attachment 1, attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 5 to be executed the Effective Date.

CITY OF SELMA

MISCELLANEOUS MID-MANAGEMENT
EMPLOYEES

By: _____
Teresa Gallavan, City Manager/
Municipal Employees Relations Officer

By: _____
Unit Representative

By: _____
Unit Representative

ATTEST:

By: _____
Unit Representative

Reyna Rivera, City Clerk

Approved as to Form:

Bianca Sparks Rojas, City Attorney

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

March 4, 2019

ITEM NO:

6.

SUBJECT: Consideration of a Resolution Adopting an amended Master Salary Schedule for all City Employees

DISCUSSION: Section 36506 of the Government Code of the State of California provides that the City Council shall, by resolution or ordinance, fix the compensation for all appointive officials and employees. Pursuant to Section 570.5 of Title 2 of the California Code of Regulations, pay rates must be approved and adopted by the City Council and be publicly available in a salary schedule which identifies the position title, the pay rate for each position, which may be stated as a single amount or as multiple amounts within a range, and that indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually.

California Public Employees' Retirement System ("CalPERS"), pursuant to its interpretation of Title 2, California Code of Regulations section 570.5, recommends all CalPERS employers maintain their compensation levels in **one** publicly available document, approved and adopted by the governing body, which meets all of the requirements of Title 2 CCR section 570.5. CalPERS has indicated it may revisit their interpretation of Title 2 CCR section 570.5, however, at this time no documented change to their interpretation has been published. Therefore, in an effort to comply with CalPERS' current recommended interpretation of Title 2 CCR section 570.5 the City's various salary schedules, which have been previously individually approved and adopted by the City Council, have been consolidated into a single salary schedule.

Approval of the attached amended Master Salary Schedule, adds the new Planning and Development Manager position classification in the Miscellaneous Mid-Management group, along with a temporary part time hourly rate for the current position classification of Assistant Planner. The Assistant Planner is an existing position, but we are currently filling the position on a temporary part time basis.

RECOMMENDATION: Adopt the Resolution Approving amended Master Salary Schedule for all Employees of the City of Selma


Teresa Gallavan, City Manager

2-26-19
Date

RESOLUTION NO. 2019- ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA
ADOPTING A MASTER SALARY SCHEDULE FOR ALL CITY EMPLOYEES**

WHEREAS, Section 36506 of the California Government Code requires that the City Council shall, by Resolution or Ordinance, fix the compensation for all appointive officers and employees; and

WHEREAS, pursuant to Section 570.5 of Title 2 of the California Code of Regulation, pay rates shall be duly approved and adopted by the City Council in accordance with requirements of public meetings laws and be publicly available in a salary schedule which identifies the position title, the pay rate for each position, which may be stated as a single amount or as multiple amounts within a range, and that indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually; and

WHEREAS, the California Public Employees' Retirement System (CalPERS), requested all CalPERS employers list their compensation levels in one document, approved and adopted by the governing body, in accordance with Title 2, California Code of Regulations section 570.5, and meeting all of the requirements thereof; and

WHEREAS, the previously approved master salary schedule has been amended to include the new Planning and Development Manager position classification and salary range along with a temporary part time hourly rate for the current position classification of Assistant Planner; and

WHEREAS, the City desires to adopt the amended master salary scheduled attached as Exhibit "A" to this resolution in conformance with Section 36506 of the California Government Code and Title 2, CCR section 570.5.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

Section 2. The City Council hereby adopts a single consolidated Master Salary Schedule that meets all of the requirements of Title 2 CCR section 570.5, attached hereto as Exhibit A, and incorporated herein by reference.

Section 3. All prior resolutions concerning compensation for City employees that are in conflict with this resolution or the attached master salary schedule are hereby repealed.

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

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

(RECORD OF VOTE AND SIGNATURES ON FOLLOWING PAGE)

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Selma on this 4th day of March 2019 by the following roll call vote:

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

Scott Robertson, Mayor

ATTEST:

Reyna Rivera, City Clerk

**CITY OF SELMA
MASTER SALARY SCHEDULE
EFFECTIVE MARCH 4, 2019**

DEPARTMENT HEADS-FLSA EXEMPT

Position	Frequency	Current Salary
City Manager	Monthly	14,167.00
	Biweekly	6,538.62
	Hourly	81.73
Assistant City Manager	Monthly	7,918.00
	Biweekly	3,654.46
	Hourly	45.68
Community Development Director	Monthly	8,706.00
	Biweekly	4,018.15
	Hourly	50.23
Community Services Director	Monthly	6,918.00
	Biweekly	3,192.92
	Hourly	39.91
Finance Director	Monthly	6,943.00
	Biweekly	3,204.46
	Hourly	40.06
Fire Chief	Monthly	8,834.00
	Biweekly	4,077.23
	Hourly	50.97
Police Chief	Monthly	9,144.00
	Biweekly	4,220.31
	Hourly	52.75
Public Works Director	Monthly	6,652.00
	Biweekly	3,070.15
	Hourly	38.38

FIREFIGHTERS LOCAL 3716

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Fire Engineer	Monthly	4,158.00	4,366.00	4,584.00	4,813.00	5,054.00
	Biweekly	1,919.08	2,015.08	2,115.69	2,221.38	2,332.62
	Hourly	17.13	17.99	18.89	19.83	20.83
Firefighter	Monthly	3,770.00	3,959.00	4,157.00	4,365.00	4,583.00
	Biweekly	1,740.00	1,827.23	1,918.62	2,014.62	2,115.23
	Hourly	15.54	16.31	17.13	17.99	18.89

FIRE MID-MANAGEMENT

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Fire Captain	Monthly	5,283.00	5,547.00	5,824.00	6,115.00	6,421.00
	Biweekly	2,438.31	2,560.15	2,688.00	2,822.31	2,963.54
	Hourly *	21.77	22.86	24.00	25.20	26.46
(* 56 hours per week)						
Fire Division Chief (FLSA Exempt)	Monthly	6,726.00	7,062.00	7,415.00	7,786.00	8,175.00
	Biweekly	3,104.31	3,259.38	3,422.31	3,593.54	3,773.08
	Hourly	38.80	40.74	42.78	44.92	47.16
Fire Marshal	Monthly	5,283.00	5,547.00	5,824.00	6,115.00	6,421.00
	Biweekly	2,438.31	2,560.15	2,688.00	2,822.31	2,963.54
	Hourly	30.48	32.00	33.60	35.28	37.04

MISCELLANEOUS MID-MANAGEMENT

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Accountant	Monthly	4,476.00	4,700.00	4,935.00	5,182.00	5,441.00
	Biweekly	2,065.85	2,169.23	2,277.69	2,391.69	2,511.23
	Hourly	25.82	27.12	28.47	29.90	31.39
Administrative Analyst	Monthly	4,671.00	4,905.00	5,150.00	5,408.00	5,678.00
	Biweekly	2,155.85	2,263.85	2,376.92	2,496.00	2,620.62
	Hourly	26.95	28.30	29.71	31.20	32.76
City Clerk/Public Information Ofc	Monthly	5,324.00	5,590.00	5,870.00	6,164.00	6,472.00
	Biweekly	2,457.23	2,580.00	2,709.23	2,844.92	2,987.08
	Hourly	30.72	32.25	33.87	35.56	37.34
Finance Department Manager	Monthly	4,700.00	4,935.00	5,182.00	5,441.00	5,713.00
	Biweekly	2,169.23	2,277.69	2,391.69	2,511.23	2,636.77
	Hourly	27.12	28.47	29.90	31.39	32.96
Fleet Maintenance Supervisor	Monthly	5,142.00	5,399.00	5,669.00	5,952.00	6,250.00
	Biweekly	2,373.23	2,491.85	2,616.46	2,747.08	2,884.62
	Hourly	29.67	31.15	32.71	34.34	36.06
Human Resources Manager	Monthly	5,496.00	5,771.00	6,060.00	6,363.00	6,681.00
	Biweekly	2,536.62	2,663.54	2,796.92	2,936.77	3,083.54
	Hourly	31.71	33.29	34.96	36.71	38.54
Info System Coord/GIS Supervisor	Monthly	4,228.00	4,439.00	4,661.00	4,894.00	5,139.00
	Biweekly	1,951.38	2,048.77	2,151.23	2,258.77	2,371.85
	Hourly	24.39	25.61	26.89	28.23	29.65
Planning & Development Manager	Monthly	6,490.00	6,815.00	7,156.00	7,514.00	7,890.00
	Biweekly	2,995.38	3,145.38	3,302.77	3,468.00	3,641.54
	Hourly	37.44	39.32	41.28	43.35	45.52

MISCELLANEOUS MID-MANAGEMENT - Continued

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Police Records Supervisor	Monthly	3,953.00	4,151.00	4,359.00	4,577.00	4,806.00
	Biweekly	1,824.46	1,915.85	2,011.85	2,112.46	2,218.15
	Hourly	22.81	23.95	25.15	26.41	27.73
Principal Planner	Monthly	6,181.00	6,490.00	6,815.00	7,156.00	7,514.00
	Biweekly	2,852.77	2,995.38	3,145.38	3,302.77	3,468.00
	Hourly	35.66	37.44	39.32	41.28	43.35
Public Works Supervisor	Monthly	4,845.00	5,087.00	5,341.00	5,608.00	5,888.00
	Biweekly	2,236.15	2,347.85	2,465.08	2,588.31	2,717.54
	Hourly	27.95	29.35	30.81	32.35	33.97
Recreation Supervisor	Monthly	3,847.00	4,039.00	4,241.00	4,453.00	4,676.00
	Biweekly	1,775.54	1,864.15	1,957.38	2,055.23	2,158.15
	Hourly	22.19	23.30	24.47	25.69	26.98
Transit Maintenance Manager	Monthly	5,095.00	5,350.00	5,618.00	5,899.00	6,194.00
	Biweekly	2,351.54	2,469.23	2,592.92	2,722.62	2,858.77
	Hourly	29.39	30.87	32.41	34.03	35.73

POLICE MID-MANAGEMENT

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Police Lieutenant	Monthly	5,966.00	6,264.00	6,577.00	6,906.00	7,251.00
	Biweekly	2,753.54	2,891.08	3,035.54	3,187.38	3,346.62
	Hourly	34.42	36.14	37.94	39.84	41.83
Police Sergeant	Monthly	4,792.00	5,032.00	5,284.00	5,548.00	5,825.00
	Biweekly	2,211.69	2,322.46	2,438.77	2,560.62	2,688.46
	Hourly	27.65	29.03	30.48	32.01	33.61

POLICE OFFICERS ASSOCIATION

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Community Services Officer	Monthly	2,680.00	2,814.00	2,955.00	3,103.00	3,258.00
	Biweekly	1,236.92	1,298.77	1,363.85	1,432.15	1,503.69
	Hourly	15.46	16.23	17.05	17.90	18.80
Police Officer	Monthly	3,799.00	3,989.00	4,188.00	4,397.00	4,617.00
	Biweekly	1,753.38	1,841.08	1,932.92	2,029.38	2,130.92
	Hourly	21.92	23.01	24.16	25.37	26.64

POLICE OFFICERS ASSOCIATION - Continued

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Property/Evidence Technician	Monthly	2,954.00	3,102.00	3,257.00	3,420.00	3,591.00
	Biweekly	1,363.38	1,431.69	1,503.23	1,578.46	1,657.38
	Hourly	17.04	17.90	18.79	19.73	20.72
Safety Dispatcher I	Monthly	2,877.00	3,021.00	3,172.00	3,331.00	3,498.00
	Biweekly	1,327.85	1,394.31	1,464.00	1,537.38	1,614.46
	Hourly	16.60	17.43	18.30	19.22	20.18
Safety Dispatcher II	Monthly	3,171.00	3,330.00	3,497.00	3,672.00	3,856.00
	Biweekly	1,463.54	1,536.92	1,614.00	1,694.77	1,779.69
	Hourly	18.29	19.21	20.18	21.18	22.25

PUBLIC WORKS & TRANSIT MAINTENANCE EMPLOYEES

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Custodian	Monthly	2,654.00	2,787.00	2,926.00	3,072.00	3,226.00
	Biweekly	1,224.92	1,286.31	1,350.46	1,417.85	1,488.92
	Hourly	15.31	16.08	16.88	17.72	18.61
Equipment Mechanic III	Monthly	3,751.00	3,939.00	4,136.00	4,343.00	4,560.00
	Biweekly	1,731.23	1,818.00	1,908.92	2,004.46	2,104.62
	Hourly	21.64	22.73	23.86	25.06	26.31
Maintenance Worker I	Monthly	2,718.00	2,854.00	2,997.00	3,147.00	3,304.00
	Biweekly	1,254.46	1,317.23	1,383.23	1,452.46	1,524.92
	Hourly	15.68	16.47	17.29	18.16	19.06
Maintenance Worker II	Monthly	3,027.00	3,178.00	3,337.00	3,504.00	3,679.00
	Biweekly	1,397.08	1,466.77	1,540.15	1,617.23	1,698.00
	Hourly	17.46	18.33	19.25	20.22	21.23
Maintenance Worker III	Monthly	3,457.00	3,630.00	3,812.00	4,003.00	4,203.00
	Biweekly	1,595.54	1,675.38	1,759.38	1,847.54	1,939.85
	Hourly	19.94	20.94	21.99	23.09	24.25
Transit Fleet Service Coordinator	Monthly	4,671.00	4,905.00	5,150.00	5,408.00	5,678.00
	Biweekly	2,155.85	2,263.85	2,376.92	2,496.00	2,620.62
	Hourly	26.95	28.30	29.71	31.20	32.76
Transit Mechanic I	Monthly	3,402.00	3,572.00	3,751.00	3,939.00	4,136.00
	Biweekly	1,570.15	1,648.62	1,731.23	1,818.00	1,908.92
	Hourly	19.63	20.61	21.64	22.73	23.86
Transit Mechanic II	Monthly	3,573.00	3,752.00	3,940.00	4,137.00	4,344.00
	Biweekly	1,649.08	1,731.69	1,818.46	1,909.38	2,004.92
	Hourly	20.61	21.65	22.73	23.87	25.06

PUBLIC WORKS & TRANSIT MAINTENANCE EMPLOYEES - Continued

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Transit Mechanic III	Monthly	3,751.00	3,939.00	4,136.00	4,343.00	4,560.00
	Biweekly	1,731.23	1,818.00	1,908.92	2,004.46	2,104.62
	Hourly	21.64	22.73	23.86	25.06	26.31
Transit Shuttle Driver	Monthly	2,377.00	2,496.00	2,621.00	2,752.00	2,890.00
	Biweekly	1,097.08	1,152.00	1,209.69	1,270.15	1,333.85
	Hourly	13.71	14.40	15.12	15.88	16.67

SECRETARIAL, TECHNICAL & CLERICAL

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Account Clerk II	Monthly	3,027.00	3,178.00	3,337.00	3,504.00	3,679.00
	Biweekly	1,397.08	1,466.77	1,540.15	1,617.23	1,698.00
	Hourly	17.46	18.33	19.25	20.22	21.23
Administrative Assistant	Monthly	3,243.00	3,405.00	3,575.00	3,754.00	3,942.00
	Biweekly	1,496.77	1,571.54	1,650.00	1,732.62	1,819.38
	Hourly	18.71	19.64	20.63	21.66	22.74
Arts Center Coordinator	Monthly	2,898.00	3,043.00	3,195.00	3,355.00	3,523.00
	Biweekly	1,337.54	1,404.46	1,474.62	1,548.46	1,626.00
	Hourly	16.72	17.56	18.43	19.36	20.33
Assistant Planner/ Rehab Housing Specialist	Monthly	4,090.00	4,295.00	4,510.00	4,736.00	4,973.00
	Biweekly	1,887.69	1,982.31	2,081.54	2,185.85	2,295.23
	Hourly	23.60	24.78	26.02	27.32	28.69
Associate Planner	Monthly	4,432.00	4,654.00	4,887.00	5,131.00	5,388.00
	Biweekly	2,045.54	2,148.00	2,255.54	2,368.15	2,486.77
	Hourly	25.57	26.85	28.19	29.60	31.08
Building Inspector	Monthly	3,864.00	4,057.00	4,260.00	4,473.00	4,697.00
	Biweekly	1,783.38	1,872.46	1,966.15	2,064.46	2,167.85
	Hourly	22.29	23.41	24.58	25.81	27.10
Building-Planning Technician	Monthly	3,585.00	3,764.00	3,952.00	4,150.00	4,358.00
	Biweekly	1,654.62	1,737.23	1,824.00	1,915.38	2,011.38
	Hourly	20.68	21.72	22.80	23.94	25.14
Clerical Assistant II	Monthly	2,803.00	2,943.00	3,090.00	3,245.00	3,407.00
	Biweekly	1,293.69	1,358.31	1,426.15	1,497.69	1,572.46
	Hourly	16.17	16.98	17.83	18.72	19.66
Code Enforcement Officer	Monthly	3,387.00	3,556.00	3,734.00	3,921.00	4,117.00
	Biweekly	1,563.23	1,641.23	1,723.38	1,809.69	1,900.15
	Hourly	19.54	20.52	21.54	22.62	23.75

SECRETARIAL, TECHNICAL & CLERICAL - Continued

Position	Frequency	Salary Schedule				
		A	B	C	D	E
Fire Inspector/Code Enforcement	Monthly	3,651.00	3,834.00	4,026.00	4,227.00	4,438.00
	Biweekly	1,685.08	1,769.54	1,858.15	1,950.92	2,048.31
	Hourly	21.06	22.12	23.23	24.39	25.60
Information System Technician	Monthly	3,982.00	4,181.00	4,390.00	4,610.00	4,841.00
	Biweekly	1,837.85	1,929.69	2,026.15	2,127.69	2,234.31
	Hourly	22.97	24.12	25.33	26.60	27.93
Police Clerk I	Monthly	2,710.00	2,846.00	2,988.00	3,137.00	3,294.00
	Biweekly	1,250.77	1,313.54	1,379.08	1,447.85	1,520.31
	Hourly	15.63	16.42	17.24	18.10	19.00
Police Clerk II	Monthly	2,845.00	2,987.00	3,136.00	3,293.00	3,458.00
	Biweekly	1,313.08	1,378.62	1,447.38	1,519.85	1,596.00
	Hourly	16.41	17.23	18.09	19.00	19.95
Recreation Coordinator	Monthly	2,898.00	3,043.00	3,195.00	3,355.00	3,523.00
	Biweekly	1,337.54	1,404.46	1,474.62	1,548.46	1,626.00
	Hourly	16.72	17.56	18.43	19.36	20.33

PART-TIME, SEASONAL AND TEMPORARY UNREPRESENTED EMPLOYEES

Position	Frequency	Rate As of 1/1/2018	Rate As of 1/1/2019
Art Instructor	Hourly	11.00	12.00
Assistant Planner	Hourly		22.00
Ballfield Maintenance	Hourly	11.00	12.00
Fire Department Secretary	Hourly	15.00	15.00
Maintenance Worker I	Hourly	14.00	14.00
Office Assistant	Hourly	11.00	12.00
Recreation/Arts Coordinator	Hourly	11.00	12.00
Safety Dispatcher	Hourly	18.00	18.00
Senior Center Activity Coordinator	Hourly	11.00	12.00
Senior Center Nutrition Coordinator	Hourly	11.00	12.00
Visual Arts Instructor	Hourly	11.00	12.00
Vocal Instructor	Hourly	11.00	12.00

PART-TIME, SEASONAL AND TEMPORARY UNREPRESENTED EMPLOYEES - Continued

Position	Frequency	Rate As of 1/1/2018	Rate As of 1/1/2019
Youth Services Coordinator	Hourly	11.00	12.00

ITEM NO:

7.

SUBJECT: Consideration of a Resolution Establishing a Fee Waiver or
Fee Reduction Policy for Special Events

DISCUSSION: The City Council directed City Staff to prepare a report considering criteria for a fee waiver or fee reduction policy for special events. Staff has attached a draft policy and application for implementing a fee reduction or waiver policy and program. In an effort to provide support for organizations providing valuable services to the community, specific guidelines have been proposed for equitably determining when fees may be reduced or waived, up to a maximum of \$500.00 for a special event.

Under the proposed policy, fee reductions and waivers are for permit fees only. Direct costs including but not limited to staff time/overtime, are not eligible for fee waiver or reduction.

According to the proposed draft policy, the following qualifications must be met to be eligible for fee reductions or waivers:

- Not for profit organizations and non-profit entities that have a documented federal tax exempt status
- First time event
- Local organization
- Organization cannot receive more than one waiver or reduction in a fiscal year
- Be open to the public
- Raise the profile of Selma through prominent acknowledgement of its support and assistance in event marketing materials and at the event itself
- Have a high number of expected attendees
- Address City Council priorities and adopted policies
- Benefit the residents of Selma

As proposed, the number of special events the City supports with waivers or reductions will depend on the budget and operating impacts and will vary annually. Annually, the City may allocate up to five thousand dollars (\$5,000.00) to be used to waive or reduce City Service Fees required for Special Events.

The City Manager may reduce the following Special Event City Permit Fees up to a total of \$500.00 per event after reviewing a recommendation from the Recreation Director and Finance Director/Assistant City Manager and upon a finding of eligibility pursuant to the criteria outlined in the policy.

If the request exceeds \$500.00 per event or includes other City Service Fees outside of the permit fees, then the request must be approved by City Council at a City Council meeting.

All fee reduction requests must be received at least 60 days prior to the special event.

FINANCIAL ANALYSIS: Should Council approve the policy and program, for the remainder of the FY 2018-2019 budget, there will be a budget impact of up to \$1,500.00 to implement the program. Funds are available in the current budget.

Staff will also incorporate funding into the upcoming budget proposal for FY 2019-2020.

<u>COST:</u> <i>(Enter cost of item to be purchased)</i>		<u>BUDGET IMPACT:</u> <i>(Enter amount this non-budgeted item will impact this years' budget – if budgeted, enter NONE).</i>
\$1,500.00		\$1,500.00
<u>FUNDING:</u> <i>(Enter the funding source for this item – if fund exists, enter the balance in the fund).</i>		<u>ON-GOING COST:</u> <i>(Enter the amount that will need to be budgeted each year – if one-time cost, enter NONE).</i>
Funding Source: Fund Balance:		Up to \$5,000.00 a year if available in future budgets

RECOMMENDATION: City Council review, discuss and approve the attached policy and application for the Fee Reduction and Fee Waiver Policy for Special Events, and adopt the attached resolution implementing the program, or provide alternate direction.



 Teresa Gallavan, City Manager

2-26-19

 Date

RESOLUTION NO. 2019 – __R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF SELMA, CALIFORNIA, ESTABLISHING A FEE
WAIVER AND FEE REDUCTION PROGRAM FOR
SPECIAL EVENTS**

WHEREAS, each year, the City receives a number of fee waiver and fee reduction requests from various entities for events held in the City; and

WHEREAS, given the number of requests for fee waivers/reductions, the City Council desires to establish criteria for approving fee waivers and fee reductions for special events; and

WHEREAS, under the proposed fee waiver/fee reduction program, fee waivers may be provided on an annual basis, not to exceed \$500.00 per event, to local non-profit organizations, subject to certain criteria; and

WHEREAS, the fee waiver program serves a public purpose in that it allows local, non-profit organizations to hold events in the City that showcase the City, its facilities and local talent, that may provide educational opportunities to the community, promote local business growth, serve as an economic engine for local businesses, and which create a sense of community pride. Without the fee waiver/reduction program, many of these events would not be possible in the City.

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

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

SECTION 2. The fee waiver program serves a public purpose in that it allows local, non-profit organizations to hold events in the City that showcase the City, its facilities and local talent, that may provide educational opportunities to the community, promote local business growth, serve as an economic engine for local businesses, and which create a sense of community pride. Without the fee waiver/reduction program, many of these events would not be possible in the City.

SECTION 3. The City Council hereby adopts the Fee Reduction and Fee Waiver Policy for Special Events, attached hereto as Exhibit A, and incorporated herein by reference.

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

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

PASSED, APPROVED AND ADOPTED this 4th day of March, 2019, by the following vote:

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

Scott Robertson, Mayor

ATTEST:

Reyna Rivera, City Clerk

FEE REDUCTION AND FEE WAIVER POLICY FOR SPECIAL EVENTS

GENERAL

The policy establishes parameters for reducing or waiving fees associated with special events.

DEFINITION

A “special event” is defined as any planned activity that requires use of public property which is not within the normal and ordinary use of the property or which, by nature of the activity, may have a greater impact on City services or resources, neighborhoods, businesses or the community as a whole than would have occurred had the activity not taken place, including, but not limited to, parades, gatherings, arts and crafts shows/fairs, festival, and athletic events. The Director of Recreation shall determine whether or not an activity is considered a special event.

PURPOSE

The purpose of this policy is to provide an equitable means for community organizations:

1. To access fee reductions or fee waivers,
2. To establish mutually beneficial partnerships between City and the community, and
3. To effectively control the manner in which the City provides event support via fee reductions or fee waivers.

RESPONSIBILITY

Fee reductions or fee waivers are determined by the City Manager or his/her Designee who shall ensure that department staff follow the procedures set forth in this policy.

The number of special events the City supports with waivers or reductions will depend on the budget and operating impacts, and will vary annually. Annually, the City will allocate up to five thousand dollars (\$5,000.00) to be used to waive or reduce City Service Fees required for special events. All events must occur within the year they are budgeted to occur. Unmet thresholds at the end of the year will not be carried forward to future years.

The City Manager may waive or reduce special event City Permit Fees up to a total of \$500.00 per event after reviewing a recommendation from the Recreation Director and Finance Director/Assistant City Manager, and upon a finding of eligibility pursuant to the criteria provided herein.

If the request exceeds \$500.00 per event, or includes other City Service Fees outside of the Permit Fees mentioned above, then the request must be approved by City Council at a City Council meeting.

ELIGIBLE EVENTS/ACTIVITIES

Fee reductions and waivers are available to a variety of events including sporting, tourism, cultural, general, and major community events.

The following projects and organizers are ineligible:

- Events organized by groups or individuals that are unincorporated.
- Private functions.
- Political parties and lobby groups.
- Recipients of any other financial or other type of assistance from the City within the same calendar year.
- Organizations based outside the Selma City limits (unless the demonstrated benefits are primarily to the residents of Selma).
- Projects or organizations who have not satisfactorily fulfilled their obligations following previous fee reductions or waivers.

FEE REDUCTIONS AND WAIVERS

Fee reductions and waivers are for permit fees only. Direct costs including but not limited to staff time/overtime are not eligible for fee waiver or reduction under this policy.

The following qualifications must be met to be eligible for fee reductions or waivers:

- Not for profit organizations and non-profit entities that have a documented federal tax exempt status
- First time event
- Local organization (physical location within the City of Selma)
- Organization cannot receive more than one waiver or reduction in a fiscal year
- Be open to the public
- Raise the profile of Selma through prominent acknowledgement of its support and assistance in event marketing materials and at the event itself
- Have a high number of expected attendees
- Address City Council priorities and adopted policies
- Benefit the residents of Selma

It is desirable that events will:

- Create revenue generating opportunities for local businesses
- Become recurring and self-sustaining
- Involve more than one Selma community group (in event organization and/or participation)
- Contain an education component
- Commit to tracking event attendance and vendor sales

Other Obligations: Any reduction in or waiver of fees allowed will not affect the obligation of a permittee or event organizer to comply with the remaining qualifications, restrictions, and criteria of City policies, or to pay other costs or to provide insurance as required by City

policies or ordinances. Business license, health permit, fire permit and liquor license fees will not be waived or reduced.

ACKNOWLEDGEMENT

All recipients of fee reductions or waivers shall acknowledge the City's support in all publicity relating to the event or activity. This includes logos and statements in all advertising and promotional material, media releases, and in other promotional contexts. Promotional opportunities should be detailed in the event application.

All recipients also agree to allow the City of Selma to take photos of their booth and product free of charge. Photos taken may be used for City of Selma marketing purposes.

PROCEDURES

Requests for fee reduction or waiver must be made in writing by using the attached application and delivered to the Recreation Director or Designee (along with a copy of the organizations IRS 501(c) determination letter), at least 60 days prior to the event.

The Recreation Director or designee will forward the request to the appropriate departments to evaluate eligibility and estimate fees.

Scheduling and use of City facilities are subject to the availability of the requested facilities.

Applicants are required to adhere to all applicable rules, regulations, laws and ordinances of the City of Selma and other applicable governmental entities.

Applicants that fail to abide by the policy and procedures set forth in this document will be ineligible to request fee waivers or fee reductions for a period of at least one year.

City of Selma
Application for Special Event Fee Waiver
or Fee Reduction

SELMA CITY HALL
1710 Tucker Avenue, Selma, CA 93662
(559) 891-2200 Fax (559) 896-1068

Policy:

The City of Selma recognizes the value of partnering with other agencies and organizations in providing services that benefit the community and its residents. In an effort to provide support for organizations providing valuable services to the community, specific guidelines have been established for determining when permit fees may be reduced or waived (see "Fee Reduction or Waiver Policy for Special Events"). In order to request a reduction or waiver of fees, please complete this application and submit it with necessary documentation to the address provided on the last page.

THIS APPLICATION IS DUE TO THE CITY 60 DAYS PRIOR TO THE EVENT.

REQUESTING (Please check all that apply)

() Fee waiver () Fee reduction (Amount Requested: \$_____)

SPONSORING ORGANIZATION INFORMATION

Name of Organization: _____

Address: _____

Telephone: _____ Cell: _____

Email: _____

Event Coordinator: _____

Telephone: _____ Cell: _____

Email: _____

Nonprofit 501(c) (3) tax-exempt organization: _____

Located in Selma: _____

Has organization received any other financial assistance from the City this year? _____

EVENT INFORMATION

Name of Event: _____

Type of Event: _____

Facility Requested or Event Location: _____

Date of Event: _____

Event Hours: _____

On which dates and at what times are you requesting permission to setup/clean up?
Set up: _____ Clean up: _____

Please describe the event, its purpose, and the activities that will take place:

Is the event open to the public: _____

Estimated number of participants/spectators: _____

Is this event a fundraiser: _____

Will there be an admission, entrance, user fee or cover charge for the event? If so,
please explain: _____

How will the event benefit Selma: _____

How will the event address City Council priorities and policies: _____

Will promotional materials be used? How are you planning to market the event:

Will the event create revenue generating opportunities for local Selma businesses? If so, how: _____

Can you commit to tracking event attendance and vendor sales to report the City's Economic Development Team following the event? Yes____ No____

If yes, please describe how you will track attendance and sales:

Has your organization put on this same event in the past: Yes____ No____

If not, has your organization put on other events in Selma? If so, please indicate which ones: _____

Other organizations participating in organization of the event: _____

Other organizations participating in event: _____

Will this event receive third party funding or sponsorship: _____

Name of Applicant (Print): _____ Date: _____

Signature of Applicant: _____

Please deliver completed application to (*insert title & contact info*) along with a copy of your organization IRS 501(3)(c) determination letter. Incomplete applications or requests will not be considered.

Planning Office Use Only	
Date Received:	_____
Received By:	_____
Application Rcvd ()	IRS 501(3)(c) Rcvd ()

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

March 4, 2019

ITEM NO:

8.

SUBJECT:

Presentation, Discussion, and Direction Regarding the Proposed Remodel of the A Street Fire Station

BACKGROUND: On January 18, 2018, the City Council adopted Resolution 2018-5R, authorizing the Interim City Manager to negotiate and finalize the financing of construction costs for Selma Fire Station No. 2, and directed staff to return to the City Council with a proposal for financing of construction costs.

On February 20, 2018, the City Council adopted Resolution 2018-14R, authorizing the financing for the rehabilitation and expansion of Selma Fire Station No. 2, located at A Street and Floral Avenue with a conceptual budget of \$4,705,351.

On October 15, 2018, Council approved a Professional Services Agreement with Vanir Construction Management to provide a preliminary cost estimate for the station remodel project. On October 31, 2018, City staff received the preliminary cost estimate of \$5,086,900 from Vanir Construction Management. This estimate was over the original conceptual budget of \$4,705,351 that was approved by Council.

In December 2018, staff meet with RRM Design Group to evaluate the cost estimate, and discuss options for making alterations to the design that would keep the project in line with the Council approved budget. On January 17, 2019, City staff received an updated plan that brought the project within \$40,000 of the original approved budget. The main alteration to the project was the removal of the exercise room, along with some other minor adjustments, which helped to bring the project closer to the approved budget.

DISCUSSION: While the project has been moving forward, Staff has discovered information that City Council should be aware of before making a decision on the future of this project.

While evaluating data to determine the effectiveness of services being provided by the Fire Department to the citizens of Selma, it was noted that average response times out of Fire Station No. 2 were outside of national standards in certain parts of the City where they are the first arriving unit.

According to the National Fire Protection Association (NFPA), the first apparatus should be able arrive at a scene within five minutes of dispatch. This includes one-minute of turnout time and four minutes of travel time.

According to fire report data, apparatuses responding out of Station No. 2, on average, are not meeting that objective in areas associated with the northwest and northeast parts of the City.

With this concern in mind, Staff began conducting further research to further evaluate the problem and review potential solutions.

Staff recently discovered that in 2005, a Standards of Coverage Study was conducted by Fire Department personnel. This study evaluated response needs and coverage area for the entire City. This study utilized existing data and computer program simulation to determine the appropriate distribution of Fire Department resources to provide the most effective services to the entire community. The Standards of Coverage study supports current data that Station No. 2 is not in an ideal location to effectively respond to areas in the north end of the City within 4 minutes of travel time.

The study indicates that prior to the expansion of any existing fire stations, a new station would need to be built on the north end to provide a more effective response to the entire City.

While the study is almost 14 years old, Staff does feel like the data is valid today, and in fact, the evaluation of recent data involving response times supports the findings of the Standards of Coverage Study.

To update the City Council, so far the City has spent \$188,772.56 on this project. Another \$3,500 is owed to RRM Design Group to pay for work that has been completed. This would bring the total amount spent to \$192,272.56.

Based on the 30-year debt schedule for this project, the total amount spent so far is 2.1% of what the total project would cost. This would be to remodel a fire station that, based on past and present information, is not in the ideal spot to provide adequate coverage to the north end of the City.

RECOMMENDATION: Staff recommends that Council discuss the options and provide direction to either stop or continue the fire station remodel project, and/or to research additional locations for a new fire station.



Rob Petersen, Fire Chief

2-22-19
Date



Teresa Gallavan, City Manager

2-26-19
Date



Selma Police Department

POLICE DEPARTMENT BI-WEEKLY COUNCIL UPDATE (2/11/19 – 2/25/19)

Crime Trends

- Over the 14-day period referenced in this report, total reported crime in the city of Selma fell in seven of the eight categories, a **39% drop in total reported crime**. Violent crime was down 20% (5 vs 4), and property crime fell 38% (21 vs 34). Auto theft fell by 25%, theft dropped 28%, and burglary was down 75% (2 vs 8).

SIGNIFICANT CALLS FOR SERVICE

- On 02/20/19, at approximately 1:00pm, officers responded to a vehicle vs pedestrian collision in the area of Floral @ McCall. Upon further investigation, it was determined the driver of the vehicle intentionally ran down the pedestrian before fleeing the scene in his vehicle. The victim provided a possible lead and motive for the incident prior to being taken to CRMC with serious, non-life threatening injuries. Investigation later lead to the arrest of the suspect, charged with attempted murder.
- On 2/25/19, at approximately 3am, officers were dispatched to the area of Vineland Village for "SHOTS FIRED". Several casings located in the roadway, 4 apartments and 2 parked vehicles struck. No Injuries were reported. The Nebraska Avenue Camera shows a possible Toyota Sequoia pulling into the east driveway at the time of event. Ringo Park Camera did not capture event. No one seen walking or standing out front of the area at time of event.

Personnel

- Please see attached Personnel Status Report

Community Events

- Bringing Broken Neighborhoods Back to Life began planning it's 2019 Event schedule. Below is a list of the 2019 events (all Saturday unless indicated):
 1. April 13 – Lincoln Park
 2. May 18 – Adventist Hospital grounds
 3. June 8 – SMART Center
 4. July 25 (Thursday) – Lincoln Park
 5. August 24 – Ringo Park
 6. September 28 (March for Jesus) - TBA

SELMA POLICE DEPARTMENT PERSONNEL STATUS REPORT

Status as of: 2-28-19

Job Class	Status			Male				Female				
	Auth	Vac	Filled	W	H	AA	O	W	H	AA	O	Total
Chief	1	0	1	1								1
Lieutenant	2	0	2	1				1				2
Sergeant	5	0	5	2	3							5
Officer	27	1	26	6	16	2		1	1			26
ESD	7	0	7	2				3	2			7
CSO	2	0	2		1				1			2
Records	2	0	2					1	1			2
Property	1	0	1					1				1
TOTAL	47	1	46	12	20	2		7	5			46

KEY
<u>ESD</u> =Emergency Services Dispatcher
<u>CSO</u> =Community Service Officer
W=Caucasian
H=Hispanic
AA=African American
O=Other