

**CITY OF SELMA
COUNCIL SPECIAL MEETING
March 28, 2019**

The special meeting of the Selma City Council was called to order at 9:00 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 Assistant City Manager Moreno and City Manager Gallavan.

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

**PRESENTATION AND DISCUSSION REGARDING THE FISCAL YEAR 2017-2018
FINANCIAL STATEMENTS WITH INDEPENDENT AUDITOR'S REPORT:**

Assistant City Manager Moreno introduced Mr. Bill Patterson, Sampson, Sampson & Patterson, LLP.

Mr. Patterson reviewed the 2017-2018 Fiscal Year Financial Statements with Independent Auditor's Report. He stated that the Governmental Funds within the report consisted of the General, Special Revenue, Debt Services, and Capital Projects Funds. The combined governmental funds ended the fiscal year with a fund balance of \$21,179,661. He discussed in detail the Statement of Revenues, Expenditures, and Changes in Fund Balance. He also discussed recent changes to GASB regulations.

After Council discussion, Mayor Pro Tem Franco motioned to accept the fiscal year 2017 – 2018 Financial Statements with Independent Auditor's Reports. Council member Avalos seconded the motion and the motion carried unanimously.

ADJOURNMENT: There being no further business, the meeting was adjourned at 10:22 a.m.

Respectfully submitted,

Reyna Rivera
City Clerk

Scott Robertson
Mayor of the City of Selma

**CITY OF SELMA
REGULAR CLOSED SESSION MEETING
April 1, 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

Initiation of litigation pursuant to Government Code Section 54956.9(d)(4): One Potential Case

Mayor Robertson reconvened the meeting from closed session at 5:58 p.m., and stated the Council met regarding the item described above. He stated that direction was given to staff.

City attorney Sparks stated that there was nothing further discussed and nothing further to report.

ADJOURNMENT: There being no further business, the meeting was adjourned at 5:59 p.m.

Respectfully submitted,

Reyna Rivera
City Clerk

Scott Robertson
Mayor of the City of Selma

**CITY OF SELMA
COUNCIL REGULAR MEETING
April 1, 2019**

The regular meeting of the Selma City Council was called to order at 6:07 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 Captain Uresti, 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: Pastor Nelson Schwamb of Church of the Redeemer led the invocation.

CHANGE IN THE AGENDA: Mayor Robertson stated that the Oral Communications portion of the meeting would be held after the special presentations.

SELMA HIGH SCHOOL GIRLS BASKETBALL RECOGNITION: Mayor Robertson presented certificates of recognition to the Selma High School Girls Varsity Basketball team.

SELMA HIGH SCHOOL WRESTLING TEAM RECOGNITION: Mayor Robertson presented certificates of recognition to the Selma High School Wrestling Team.

SELMA BOYS AND GIRLS CLUB RECOGNITION: Council member Avalos presented certificates of recognition to the Selma Boys and Girls Club Unit Director Mark Armenta, Program Assistant Nate Zeineh, and Program Director Angelica Chavez.

ORAL COMMUNICATIONS: Ms. Jennifer Earle stepped forward to thank Council for their service and civility.

Mr. Frank Hernandez, Mrs. Yolanda Torrez, Ms. Paula Rogers, Pastor Joe Alvarez, Mrs. Rose Robertson, Mr. Sonny Morales, Ms. Joy Cano, and Ms. Marissa Cazares all stepped forward to discuss recent events, safety concerns, and the police station project.

Mr. Angel Arevalo and Ms. Rosemary Alanis stepped forward to discuss neighborhood watch programs.

CONSENT CALENDAR: Council member Guerra requested that agenda item 1.b., be pulled for separate discussion. Motion to approve the remainder of the Consent Calendar as read was made by Council member Avalos and seconded by Council member Trujillo. The motion was carried with the following vote:

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

1. a. Approved Consideration of the minutes of the March 18, 2019, Council Meeting.
- b. Pulled Consideration of the check register dated March 26, 2019.

AGENDA ITEM 1.b. CONSIDERATION OF THE CHECK REGISTER DATED MARCH 26, 2019: After discussion, motion to approve CHECK REGISTER DATED MARCH 26, 2019 was made by Mayor Robertson and seconded by Council member Avalos. Motion carried with the following vote:

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

DEPARTMENT REPORTS: City Manager Gallavan reported on the progress of the annual reports that are mandated for housing compliance. She updated the Council on current projects and requested canceling the second meeting in May due to the upcoming International Council of Shopping Centers convention.

Mayor Robertson stated that the May 20th Council meeting would be canceled unless there was an emergency.

Assistant City Manager Moreno requested Council consensus for a budget workshop. After Council discussion, the budget workshop special council meeting was set for April 23, 2019, at 9:00 a.m.

Fire Captain Uresti reported that Chief Petersen was inspecting the new fire truck.

Police Chief Garner reported on the upcoming swearing-in ceremony for the new police officers and the upcoming Bringing Broken Neighborhoods Back to Life event. He also reported on the recent events.

Community Services Director Kirchner reported on the upcoming Community Wide Clean up.

COUNCIL REPORTS: Council member Trujillo requested to discuss at an upcoming Council meeting a community-wide planning coalition to reduce violence

*City of Selma
City Council Meeting
April 1, 2019*

Council member Guerra discussed the need for more police officers and inquired about the assignment of an officer to the Multi-Agency Gang Enforcement Consortium (MAGEC).

Council member Avalos reported on attending the recent Selma Kingsburg Fowler County Sanitation District meeting and updated Council on the McCall Avenue sewer project.

Mayor Pro Tem Franco requested focus on beautification throughout the city, a policy for rentals, zoning and code enforcement updates. He then reported on attending the recent Kings Basin meeting.

Mayor Robertson reported that American Legion Post #12 would be providing improvements to Veterans Plaza. He discussed the need for two additional police officers and one additional code enforcement officer. He also reported on attending the recent Council of Government meeting.

ORAL COMMUNICATIONS: Ms. Vera Guerra and Mrs. Yolanda Torrez both stepped forward to discuss safety concerns.

Dr. Tanya Fisher Selma Unified School District Superintendent stepped forward to discuss the partnership between the school district and the city.

ADJOURNMENT: There being no further business, the meeting was adjourned at 8:02 p.m.

Respectfully submitted,

Reyna Rivera
City Clerk

Scott Robertson
Mayor of the City of Selma

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

April 15, 2019

ITEM NO:

1.c.

SUBJECT:

Consideration of the Notice of Completion for the Floral Avenue Reconstruction Project – 2018; Improvements on Floral Avenue from the Westerly City Limits to the W. Front Street

DISCUSSION: The Public Works Engineering Department is requesting that the City Council approve the Notice of Completion for the above referenced project.

This project consisted of construction along Floral Avenue from the westerly City limits to West Front Street. Work generally included the removal and replacement of asphalt concrete, concrete ramps and appurtenant improvements, and the installation of a new traffic signal on Floral & Walmart entrance. All work is complete, has met all design standards and has been approved by the City Engineer.

It is hereby requested that the Notice of Completion be executed and the final payment, plus retention on this project be released to the contractor.

RECOMMENDATION: Approve Notice of Completion for the Floral Avenue Reconstruction Project – 2018, and authorize the City Manager to execute same.

/s/

Joseph D. Daggett, City Engineer

04/09/2019

Date



Teresa Gallavan, City Manager

4-9-19

Date

Recording Requested By
City of Selma

When Recorded Return To:
City of Selma - City Clerk
1710 Tucker Street
Selma, CA 93662

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

THIS SPACE IS FOR RECORDING INFORMATION ONLY

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the undersigned, City of Selma, a Municipal Corporation, is the owner of the real estate situated in the City of Selma, County of Fresno, State of California, and described as follows, to-wit:

Floral Avenue Reconstruction Project – 2018;

That the address of said owner is City Hall, 1710 Tucker Street, Selma, California;

That the nature of the title of the owner to said real estate is that of fee simple and/or easement;

That the name of the Contractor is Dawson-Mauldin Construction, Inc. Inc., PO Box 8397, Huntington Beach, CA 92615;

That on the 1st day of April 2019, the Contract for the work on the above-described property was actually completed.

By: _____
Teresa Gallavan, City Manager
Owner

I, Teresa Gallavan, Selma City Manager, being duly sworn says:

That I am the agent of the Owner of the property described in the foregoing Notice; that I have read the foregoing Notice and know the contents thereof, and that the same is true of my own knowledge.

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

CITY OF SELMA, a Municipal Corporation

By: _____
Teresa Gallavan, City Manager
Owner

State of California
County of Fresno

On April 15, 2019, before me, Reyna Rivera, City Clerk, personally appeared Teresa Gallavan, City Manager, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under laws of the State of California the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Reyna Rivera, Selma City Clerk

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

ITEM NO: 1.d.

SUBJECT: Consideration of the purchase of extrication equipment for the Fire Department

DISCUSSION: During routine maintenance, both existing power units for the fire department's extrication equipment were found to have extensive damage to the interior components. These are hydraulic power units that provide pressure to operation the extrication equipment. Staff was advised that the units would have to be rebuilt at a cost of \$10,000 - \$12,000 apiece. The existing units are approximately 15 years old.

Based on the age of the equipment, and the cost of the rebuild, staff believes that a better use of funds would be to purchase a new set of extrication equipment. New technology is available that allows equipment to be run off battery power instead of hydraulic power units. This allows for faster deployment of the tools, and reduced costs for maintenance and fuel.


Pursuant to Sections 1-13-5 and 1-13-9 of the City's Municipal Code ("Code"), purchases of supplies and equipment in excess of \$15,000.00 must be competitively bid unless the purchase can be obtained from only one vendor.

Under the instant circumstances, the purchase of the extrication equipment can only be made from one vendor. AMKUS Rescue Systems extrication equipment operate off of a non-proprietary battery system that enables an interchangeable system with other tools. Other manufacturers do not offer this technology. Diamondback Fire & Rescue Inc. is presently the sole representative for sales and service of AMKUS products in the state of California.

Based on the foregoing, the City may purchase the equipment without engaging in the competitive bid process.

<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>
\$16,152.17 – Including Tax & Fees		None
<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: Strike Team Reimbursements Fund Balance: \$64,155.74		None

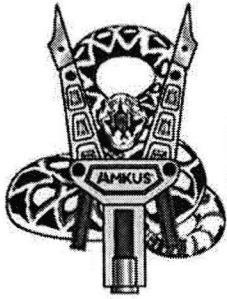
RECOMMENDATION: Staff recommends that Council approve the purchase of AMKUS extrication tools, consisting of a IS240 Ion Spreader with extended reach tips and a Cutter AMK-21A.


 Robert Petersen, Fire Chief

4-8-19
 Date


 Teresa Gallavan, City Manager

4-9-19
 Date



**DIAMONDBACK
FIRE & RESCUE**

Estimate



Date: **3/8/2019**

Customer: **SELMA FIRE DEPARTMENT**

Truck Number:

Make of Truck:

Contact name:

Part Description	Part Number	Qty	Parts Each	Extended Total	LIST:
IS240 ION SPREADER-LIGHTED HANDLE FV (Includes (2) 6/2 AH Batteries & Charger)	AMKUS IS240-L	1	\$ 9,324.00	\$ 9,324.00	\$11,100.00
EXTENDED REACH TIPS - AMK-24, AMK-30CRT & ION Spreaders (1 Pair)	AMKUS KS0029-KIT	1	\$ 781.20	\$ 781.20	\$930.00
CUTTER AMK-21A ROTATING HANDLE (Lighted Handle)	AMK-21A-L	1	\$ 4,746.00	\$ 4,746.00	\$5,650.00
		1	\$ -	\$ -	
		1	\$ -	\$ -	
		1	\$ -	\$ -	
		1	\$ -	\$ -	
		1	\$ -	\$ -	
		1	\$ -	\$ -	
		1	\$ -	\$ -	
		1	\$ -	\$ -	
		1	\$ -	\$ -	
		1	\$ -	\$ -	
Freight is just an estimate and may be subject to change upon final invoicing.			Sub-Total	\$14,851.20	

Estimate Created By: **Jennifer Rodriguez**
Office: (909) 879-7354
Cell: (909) 301-3983
Email: JennFasfire@gmail.com
Address: 1762 S SYCAMORE AVE
RIALTO, CA 92376

Tax	\$1,150.97
Misc	\$0.00
Freight	\$150.00
Total	\$16,152.17



4201 Montdale Drive
Valparaiso, IN 46383-4098
219-548-5000
800-592-6587
Fax: 219-476-1669

January 31, 2019

Attn: To Whom It May Concern

Please be advised that AMKUS Rescue Systems operates through a dealer network to provide our customers with the best and most efficient service. Each dealer is assigned a specific territory. That dealer is responsible for the customers in the given territory for all AMKUS sales and service.

The dealer is responsible for maintaining an inventory of spare parts to provide quick service to the customers in their territory. The dealer is responsible for installation, service, repair, maintenance and upgrading of the products in their territory using only genuine AMKUS parts.

Please be advised that Diamondback Fire & Rescue Inc (909-879-7354) is presently our representative for the sales and service of AMKUS Rescue Systems for the state of California. Please set them up as your authorized sales and service location.

If I may be of further assistance, please do not hesitate to call, 1-888-592-6587

Best regards,

Jennifer Lemmon

Jennifer Lemmon

Receptionist

Amkus Rescue Systems

AMKUS Rescue Systems • www.amkus.com

ITEM NO: 1.e.

SUBJECT: Consideration of a Letter of Authorization for the CalRecycle Household Hazardous Waste Grant Program

DISCUSSION:

As part of the AB 939 Cities and Counties are required to implement safe Household Hazardous Waste (HHW) programs for collection, public education, source reduction, reuse, and/or recycling. To fund these task all cities within Fresno County created an MOU to collect a surcharge fee for disposed tonnage ranging from \$.65 to \$2.40. To keep this fee down, the County with authorization from each City applies for grants from CalRecycle and other programs throughout the year.

The County has requested the City to execute a jurisdictional letter of authorization to submit for a regional grant application through CalRecycle. By doing so, the City is will be bound by the obligations, procedures, and requirements submitted. The grant funds will be utilized to promote the soon to be constructed permanent HHW facility, increase public awareness, and provide information to organizations about conditional Exempt Small Quantity Generators (CESQG). In addition, assist with promotion of HHW events and equipment for the HHW facility. Most, if not all, of the procedures would be taken care of by the County. Any obligation by the City will be managed through the AB 939 program.

Staff has attached a copy of the grant application and template letter to be executed by the City Manager. In addition, Staff requests authorization to permit the City Manager to execute any future letters for these grants.

RECOMMENDATION: Authorize the City Manager to execute jurisdictional letters of authorization for Household Hazardous Waste Discretionary Grant applications submitted by Fresno County.

/s/	04/11/2019
Isaac Moreno, Assistant City Manager	Date
/s/	04/11/2019
Teresa Gallavan, City Manager	Date



C I T Y O F S E L M A

1710 TUCKER STREET • SELMA, CALIFORNIA 93662

April 16, 2019

Department of Resources Recycling and Recovery (CalRecycle)
1001 "I" Street
Sacramento, CA 95812-4025

**Subject: Letter of Authorization for the CalRecycle Household Hazardous
Waste Grant Program, 33rd Cycle (HD33) – Fiscal Year 2019-20, Small
Projects Grants**

Dear CalRecycle:

I am the City Manager for the City of Selma. I am authorized to contractually bind the City of Selma. Pursuant to this authority, I hereby authorize the County of Fresno to submit a regional application and act as Lead Agency on behalf of the City of Selma. The County of Fresno is hereby authorized to execute all documents necessary to implement the project under the CalRecycle Household Hazardous Waste Grant Program, 33rd Cycle (HD33) – Fiscal Year 2019-20, Small Projects Grants.

This authorization is effective through the Grant Term of September 30, 2022.

Teresa Gallavan, City Manager
1710 Tucker Street, Selma CA 93662
(559) 891-2200

WORK PLAN

Household Hazardous Waste Grant Program Cycle 33, Small Projects - Fiscal Year (FY) 2019–20

Application DEADLINE: Wednesday, April 3, 2019 by 11:59PM

This is a required document. List the major activities, milestones, steps and tasks necessary to implement and complete your project within the grant term. Provide a logical timeframe in chronological order for all proposed grant activities. Please contact CalRecycle if you need additional rows.

After you complete this document, use the “save as” command and save the file in the following format:

WP_name of your organization_HD33.doc (ex: WP_CityofCalifornia_HD33.doc). You may convert to PDF format before you upload it to the Documents Tab, if necessary.

I. APPLICANT NAME	II. REQUESTED GRANT AMOUNT
sno County	\$95,000

III. DESCRIPTION OF PROJECT ACTIVITY	START DATE	END DATE
HHW Drop-Off Event/Prep, Coordinate, Conduct Event	6/20/2020	6/20/2020
Purchase Equipment for new centrally located HHW Facility	NTP	6/1/2020
Progress Report #1 Due September 30, 2020 (Covering activities from the Notice to Proceed (NTP) to September 1, 2020)	September 1, 2020	September 30, 2020
HHW Drop-Off Event/Prep, Coordinate, Conduct Event	9/26/2020	9/26/2020
HHW Drop-Off Event/Prep, Coordinate, Conduct Event	12/12/2020	12/12/2020
Progress Report #2 Due September 30, 2021 (if applicable) (Covering activities from September 2, 2020 to September 1, 2021)	September 1, 2021	September 30, 2021
HHW Drop-Off Event/Prep, Coordinate, Conduct Event	3/20/2021	3/20/2021
HHW Drop-Off Event/Prep, Coordinate, Conduct Event	6/19/2021	6/19/2021
Final Report Due September 30, 2022 (if applicable or earlier) (Covering activities from Notice to Proceed through September 30, 2022)	September 1, 2022	September 30, 2022



Application

Generated By: Jerod Weeks

Application Information**Applicant:** Fresno County**Cycle Name:** Household Hazardous Waste Discretionary Grants**Cycle Code:** HD33**Grant ID:** 22667**Application Due Date:** 4/3/2019**Secondary Due Date:** 5/8/2019**Grant Funds Requested:** \$95,000.00**Matching Funds:** \$0.00 (if applicable)**Awarded Funds:** \$0.00

Project Summary: Grant funding will be used to cost effectively promote our soon to be constructed, more centrally located permanent HHW facility, increase public awareness of our regional network sites through radio and print advertisements, and provide information to organizations about the CESQG program.

Grant funding will assist in the promotion and facilitation of HHW collection events throughout Fresno County including rural and underserved areas.

Grant funding will be used to purchase needed equipment at out PHHWF so that staff can safely serve a greater number of participants in a timely and cost-effective manner.

Applicant/Participant**Name:** City of Clovis**Lead:****Federal Tax ID:****Jurisdiction:** Clovis**County:** Fresno**Name:** City of Coalinga**Lead:****Federal Tax ID:** 946000312**Jurisdiction:** Coalinga**County:** Fresno**Name:** City of Firebaugh**Lead:****Federal Tax ID:****Jurisdiction:** Firebaugh**County:** Fresno**Name:** City of Fowler**Lead:****Federal Tax ID:****Jurisdiction:** Fowler**County:** Fresno**Name:** City of Fresno**Lead:****Federal Tax ID:****Jurisdiction:** Fresno**County:** Fresno**Name:** City of Huron**Lead:****Federal Tax ID:** 94-6003558**Jurisdiction:** Huron**County:** Fresno**Name:** City of Kerman**Lead:****Federal Tax ID:****Jurisdiction:** Kerman**County:** Fresno**Name:** City of Kingsburg**Lead:****Federal Tax ID:****Jurisdiction:** Kingsburg**County:** Fresno

Name: City of Mendota	Lead:
Federal Tax ID:	Jurisdiction: Mendota
County: Fresno	
Name: City of Orange Cove	Lead:
Federal Tax ID:	Jurisdiction: Orange Cove
County: Fresno	
Name: City of Parlier	Lead:
Federal Tax ID:	Jurisdiction: Parlier
County: Fresno	
Name: City of Reedley	Lead:
Federal Tax ID:	Jurisdiction: Reedley
County: Fresno	
Name: City of San Joaquin	Lead:
Federal Tax ID: 94-6000418	Jurisdiction: San Joaquin
County: Fresno	
Name: City of Sanger	Lead:
Federal Tax ID:	Jurisdiction: Sanger
County: Fresno	
Name: City of Selma	Lead:
Federal Tax ID:	Jurisdiction: Selma
County: Fresno	
Name: Fresno County	Lead: X
Federal Tax ID: 94-6000512	Jurisdiction: Fresno-Unincorporated
County: Fresno	

Contacts

		Prime	Second	Auth	Cnslt
Jerod Weeks	Title: Senior Staff Analyst	X			
Public Works and Planning 2220 W. Tulare St 6th Floor Fresno, CA 93721	Phone: 5596004311 Fax: Email: jweeks@fresnocountyca.gov				
Steven White	Title: Director			X	
2220 W. Tulare St 6th Floor Fresno, CA 93721	Phone: 5596004078 Fax: Email:				
Sally Lopez	Title: Principal Staff Analyst		X		
2220 W. Tulare St 6th Floor Fresno, CA 93721	Phone: 5596004312 Fax: Email:				

Budget

Category Name	Amount
Admin Costs	\$11,093.10
Collection	\$75,000.00
Construction/Application	\$0.00
Education	\$0.00
Personnel	\$3,716.80
Training	\$0.00
Upgrade/Expansion	\$4,950.00

Site Information**Fresno County Permanent HHW Management Facility**

18950 American Ave
Kerman, Ca 93630

Documents	Document Title	Received Date
Required		
Application Certification	Application Certification	4/3/2019
General Checklist of Business Permits Licenses and Filings	General Checklist	4/2/2019
Narrative Proposal	Narrative Proposal	4/2/2019
Work Plan	Work Plan	4/2/2019

Required By Secondary Due Date

Resolution/Letter of Commitment

Other Supporting Document(s)

EPPP Notification		
Joint Powers Agreement		
Letter of Authorization/Resolution	Firebaugh Letter of Authorization	4/2/2019
Letter of Authorization/Resolution	Kerman Letter of Authorization	4/2/2019
Letter of Authorization/Resolution	Clovis Letter of Authorization	4/2/2019
Letter of Authorization/Resolution	Fowler Letter of Authorization	4/2/2019
Letter of Authorization/Resolution	Huron Letter of Authorization	4/2/2019
Letter of Commitment		
Letter of Designation	Letter of Designation	4/2/2019

Resolution

Check the following, as applicable. See Application Guidelines and Instructions for more information and examples.

- ☒ Applicant acknowledges that a Resolution is uploaded in the application. The Resolution must be approved by its governing body, which authorizes submittal of the application and designates a signature authority. If applicable, applicant has uploaded a Letter of Designation (LOD) designating an additional signature authority(ies).

EPPP

Does your entire organization have an existing Environmentally Preferable Purchasing and Practices (EPPP) Policy?

- ☒ Yes, our entire organization has an existing EPPP Policy. (Must answer Yes to be eligible).

Program Questions

California Labor Code section 1782 prohibits a charter city from receiving state funding or financial assistance for construction projects if that charter city does not comply with Labor Code sections 1770-1782. If any applicants or participating jurisdictions are charter cities or joint powers authorities that include charter cities, the lead applicant must certify that Labor Code section 1782 does not prohibit any included charter city from receiving state funds for the project described in this application. If it is determined after award that a participating jurisdiction is a charter city prohibited from receiving state funds for this grant project, the grant will be terminated and any disbursed grant funds shall be returned to CalRecycle.

If any applicant or participating jurisdiction is a charter city or a joint powers authority that contains one or more charter cities, does Labor Code section 1782 prohibit those charter cities from receiving state funding for the project described in this grant application? Check the following, as applicable.

- ☒ No. Applicant certifies that no charter cities included in this application are prohibited from receiving state funding for the project described in this grant application.

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

April 15, 2019

ITEM NO: 1.f.

SUBJECT: Consideration on Resolution Authorizing the Grant Application Submittal for Funding from the Measure C Transit Oriented Infrastructure for In-Fill Development Program Cycle VII

DISCUSSION: The Fresno Council of Governments (Fresno COG) administers the Transit Oriented Infrastructure for In-Fill Development (TOD) program created in the 2006 Measure C Extension Plan. The goals of the Measure C TOD allocation are to support community-based transit projects that:

- 1) Are developed through an inclusive planning process with broad private-public partnerships and outreach,
- 2) Improve the range of transportation choices by supporting transit facilities and improving links between facilities and activity nodes, and
- 3) Support well-designed, high-density housing and mixed uses near transit.

In addition to encouraging transit supportive land use surrounding the transit corridors to boost transit ridership in the Fresno County region, the Measure C TOD program also strives to support livable, viable and sustainable transit oriented healthy communities that promote walking, biking, and the use of public transit and reduce private vehicle dependence. Such TOD communities promote health and well-being and reduce risks for chronic diseases such as obesity, diabetes, and heart disease. The projects funded by the TOD program serve as models that reduce vehicle trips, improve air quality and provide access to physical activity opportunities through integrated land use and transportation planning.

The City of Selma submitted an application to the Measure C TOD Program on February 28, 2019, requesting a total of \$270,000. The *Selma Downtown and Civic Center Transit-Oriented Improvements* proposal will help increase transit ridership and provide connectivity for the City's residents and visitors.

The City continues to grow, and City leadership and staff are continually striving to meet resident and business needs in a responsible and efficient way. This includes the development of a new police station, recreational opportunities, responsible water storage and recharge projects, as well as providing residents with mobility options to access jobs, shopping, government services, schools and child care. The improvements being proposed as part of the City's application will help the last of these priorities.

As part of the construction of the new Police Station next to City Hall, Tucker Street will become a one-way road feeding into 3rd Street between City Hall and the Fire Department. This effort will require the relocation of the City Hall transit stop and shelter currently established on Tucker Street adjacent to the City Hall parking lot. The current application proposes to move the shelter and stop to 3rd Street, in front of the Fire Department.


In order to take advantage of the City Hall transit stop at its new location, the City is also proposing to make improvements to sidewalks, ADA ramps and street crossings in the neighborhoods surrounding Selma's downtown and Civic Center. By doing so, residents will be encouraged to access transit for travel to their destinations by walking or bicycling.

On April 10, 2019, the Fresno COG Measure C TOD Program scoring committee voted to recommend the application move forward to its Policy Board for final approval and award of funding. A resolution from the City Council is a requirement for the Policy Board consideration.

RECOMMENDATION: Adopt resolution authorizing staff to submit grant application for the Fresno COG Measure C TOD Program Cycle VII funding and City Manager to execute the necessary grant documents if funded.


Isaac Moreno, Assistant City Manager

4-11-19
Date


Teresa Gallavan, City Manager

4-11-19
Date

RESOLUTION NO. 2019 – __R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION FOR MEASURE C TRANSIT ORIENTED INFRASTRUCTURE FOR IN-FILL DEVELOPMENT (TOD) PROGRAM GRANT FUNDS CYCLE VII TO THE FRESNO COUNCIL OF GOVERNMENTS

WHEREAS, the Transit Oriented Infrastructure for In-Fill Development (“TOD”) program was created in the 2006 Measure C Extension Plan; and

WHEREAS, the Fresno Council of Governments (“Fresno COG”) approves and distributes regional funding from the grant program and has requested applications from eligible agencies in Fresno County; and

WHEREAS, the goals of the Measure C TOD allocation are to support community-based transit projects that: 1) are developed through an inclusive planning process with broad private-public partnerships and outreach, 2) improve the range of transportation choices by supporting transit facilities and improving links between facilities and activity nodes; and 3) support well-designed, high-density housing and mixed uses near transit; and

WHEREAS, in addition to encouraging transit supportive land use surrounding the transit corridors to boost transit ridership in the Fresno County region, the Measure C TOD program also strives to support livable, viable and sustainable transit oriented healthy communities that promote walking, biking, and the use of public transit and reduce private vehicle dependence; and

WHEREAS, such TOD communities promote health and well-being and reduce risks for chronic diseases such as obesity, diabetes, and heart disease; and

WHEREAS, the projects funded by the TOD program serve as models that reduce vehicle trips, improve air quality and provide access to physical activity opportunities through integrated land use and transportation planning; and

WHEREAS, the City of Selma is committed to seeking opportunities to fund infrastructure and other efforts to support the intent of the TOD program in the community; and

WHEREAS, the City of Selma has submitted an application for funding of the Selma Downtown and Civic Center Transit-Oriented Improvements project; and

WHEREAS, the City of Selma desires to provide its residents with options for accessible and responsive transit through the Fresno County Rural Transit Agency; and

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

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

Section 2. The City Council hereby supports the application for funding from the Measure C TOD Program, and appoints and authorizes the City Manager or designee to execute and submit all grant application related documents to the Fresno COG.

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 15th day of April 2019, by the following roll call vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Scott Robertson, Mayor

ATTEST:

Reyna Rivera, City Clerk



Measure C TOD Program Cycle VII

SELMA DOWNTOWN AND CIVIC CENTER TRANSIT-ORIENTED IMPROVEMENTS

February 28, 2019

**2035 Tulare Street, Suite 201
Fresno, CA 93721
Tel: 559-233-4148
Fax: 559-233-9645**

Capital Improvement Project Application

Project Title: Selma Downtown and Civic Center Transit-Oriented Improvements

Sponsoring Jurisdiction: City of Selma

Application Checklist:

- ☒ One reproducible hard copy and 1 CD/flash drive of the complete application
- ☒ Completed application form
- ☐ Board/Council resolution authorizing project application (due prior to Fresno COG Policy Board meeting on April 25, 2019)
- ☒ Vicinity maps showing project locations, entitled land developments related to the project, and local/regional streets, bicycle, transit and highway facilities within and near the project area
- ☒ Documentation of support for the project from community groups or individuals (highly encouraged)
- ☒ Aerial photo and/or other photographs depicting existing conditions in the project area

Person Authorized to Submit Application:

I certify that I have reviewed the TOD Capital Improvement Projects Program Guidelines and the information submitted in this application is accurate and in accordance with the guidelines.

Name: Teresa Gallavan

Title: City Manager

Signature:

Date: February 28, 2019

Project Summary

- 1. Project Title:** Selma Downtown and Civic Center Transit-Oriented Improvements
- 2. Project description:** The proposed project will relocate the City Hall transit stop from Tucker Street to a location on 3rd Street adjacent to either the Fire Department or new Police Station, as well as provide sidewalk, ramp and crossing improvements at various locations to facilitate increased transit ridership by residents and visitors.
- 3. Total project cost:** \$270,000
- 4. Total TOD fund request:** \$270,000
- 5. Sponsoring jurisdiction:** City of Selma
- 6. Primary contact person:** Teresa Gallavan
- 7. Title:** City Manager
- 8. Address:** 1710 Tucker Street, Selma, CA 93662
- 9. Phone:** (559) 891-2200
- 10. E-mail:** teresag@cityofselma.com
- 11. Other project partners:** Fresno County Rural Transit Agency
(*Letter of Support Included*)

Capital Improvement Project Description

1. Introduction

Please provide a description of project objectives, setting, and relationship of the proposed project to existing and planned infrastructures in the project area.

The City of Selma is submitting an application to the 7th Cycle of the Fresno Council of Governments (Fresno COG) Transit-Oriented Development (TOD) Program. The *Selma Downtown and Civic Center Transit-Oriented Improvements* proposal will help increase transit ridership and provide connectivity for the City's residents and visitors.

The City of Selma continues to grow, and City leadership and staff are continually striving to meet resident and business needs in a responsible and efficient way. This includes the development of a new police station, recreational opportunities, responsible water storage and recharge projects, as well as providing residents with mobility options to access jobs, shopping, government services, schools and child care. The improvements being proposed as part of the City's application will help the last of these priorities.

As part of the construction of the new Police Station next to City Hall, Tucker Street will become a one-way road feeding into 3rd Street between City Hall and the Fire Department. This effort will require the relocation of the City Hall transit stop and shelter currently established on Tucker Street adjacent to the City Hall parking lot. The current application proposes to move the shelter and stop to 3rd Street, in front of either the Police Station or Fire Department.

In order to take advantage of the City Hall transit stop at its new location, the City is also proposing to make improvements to sidewalks, ADA ramps and street crossings in the neighborhoods surrounding Selma's downtown and Civic Center. By doing so, residents will be encouraged to access transit for travel to their destinations by walking or bicycling.

2. Nexus to Transit Oriented Development

Describe the nexus of the proposed project to transit oriented development. Through an existing policy or an adopted plan, explain how the project will boost transit ridership, encourage biking & walking and support a livable and viable transit-oriented community.

The Selma Downtown and Civic Center Transit-Oriented Improvements project will help increase ridership and provide connectivity for the City's residents and visitors. With growth in the City occurring at faster rates, City leadership is taking action to address necessary changes, including examining public facilities and infrastructure.

With the development and construction of the new Police Station, the City is making other changes, such as making Tucker Street on the west side of City Hall a one-way

street. This will help to facilitate traffic flow around the Civic Center area but will require the relocation of the City Hall transit stop utilized by the Fresno County Rural Transit Agency (FCRTA).

The City is proposing to relocate the transit stop to one of two locations around the corner on 3rd Street—either in front of the Fire Department or in front of the new Police Station and City Hall. The City will be deciding on the ultimate location choice, which will have the same implications and benefits for the current proposal.

To support the relocation of the transit stop and an increase in ridership, the City has also examined sidewalk, ramp and crossing infrastructure in the surrounding project area. There are areas with inadequate sidewalks (or gaps), as well as insufficient striping and other street crossing markings that serve as barriers to walking and bicycling, either as a standalone mode of transportation or as a means to access transit. The proposed TOD improvements will allow for a safer path of travel for bicyclists and pedestrians, including key ADA accessibility along the routes to the transit stop.

The proposed project will boost transit ridership, encourage bicycling and walking, and support a livable and viable transit-oriented community through consistency with adopted plans and commitment to identifying best practices. The project accomplishes this by focusing on several policies and standards included in the City's General Plan, including:

- Transit centers/stops shall be established to encourage the interface between commercial centers, high density residential uses and the transit system.
- Encourage benches, telephones and shaded areas at major transit destinations so people can utilize the transit system safely and comfortably. The City shall determine such need based on site plan review procedure and other planning implementation methods.
- Major arterials, arterials, and collectors will be designed to allow transit vehicles to pull out of traffic. This policy may be implemented with either a continuous parking lane with bus stops, or with special bus pull-out lanes.
- Coordinate demand-responsive transit service in conjunction with Fresno COG and Fresno County.
- Cooperate with Fresno COG in providing transit service and planning to meet the social and economic needs of all segments of the community.
- Coordinate convenient and efficient transit service to the elderly, handicapped, and low-income population of the City and its environs.
- Coordinate transit services through the City Manager and in conjunction with surrounding cities, and the County of Fresno, and Fresno COG.

Similarly, to overcome obstacles to increased transit use by residents, employees, and visitors in the project area, the proposed project is consistent with several policies and standards from the General Plan, including:

- Sidewalks, paths, and appropriate crosswalks should be located to facilitate access to all schools and other areas with significant pedestrian traffic. Whenever feasible, pedestrian paths should be developed to allow for unobstructed pedestrian flow from within a neighborhood.
- The City shall require curb, gutter, and sidewalks in all areas of the community to accommodate pedestrian traffic, especially along routes with high pedestrian traffic such as schools, parks, and the Downtown area. Installation of these improvements shall be encouraged to the extent feasible in existing neighborhoods where they do not currently exist.
- The City shall promote safe, convenient and accessible pedestrian ways within the community.

3. Land Use Characteristics of the Project Area

Please provide demographic and business profile of the project area. Identify existing and planned residential density, employment intensity and industrial mixes if any in the project area. Please also identify, if applicable, any affordable housing that the project supports.

The City of Selma has an underserved population of 24,742. According to the U.S. Census Bureau, over 30 percent of the City's population is 18 years of age or under—this is significantly higher than the United States' 22 percent. The City is a disadvantaged community with a median household income of \$41,428, which is significantly lower (61.7 percent) than the statewide average of \$77,359.

Nearly 83 percent of the City's population is of Hispanic origin; almost 60 percent of households speak a language other than English at home; 35 percent of the population have less than a high school education; and 23 percent of families live below the poverty level (U.S. Census Bureau, 2018).

In addition, the Census Tracts where the project area is located—as well as other Census Tracts in the City where residents who access the project area—ranks in the very top three percentiles (95–100, 90-95, and 85-90 percent) of CalEnviroScreen 3.0 communities. The CalEnviroScreen tool is designed to highlight disadvantaged communities based on a number of demographic and environmental factors.

The City's Land Use Element describes existing and future land use in the City, and includes goals, policies and standards that will guide such development. The approximately half-mile project area includes several mixes of zoning and resulting development, including the following residential densities in order of predominance in the project area:

- **Medium High Density** (8.0 to 14.0 dwelling units per gross acre). This classification provides for lower intensity multiple family developments with typical zoning of R-3 with a minimum lot size of 20,000 square feet.
- **Medium Density** (4.5 to 9.0 dwelling units per gross acre). Small-lot, clustered development and low-density multiple family developments, with typical zoning of R-2, having a minimum lot size of 6,000 square feet with an additional 4,000 square feet for each additional unit on the same lot.
- **High Density** (13.0 to 19.0 dwelling units per gross acre). Notable apartment developments with R-4 zoning and having a minimum lot size of 30,000 square feet.

The majority of the residential area in the project area can be classified as affordable housing, with a mix of single-family residences and apartments.

The project area also includes a substantial amount of commercial and industrial area, including the following designations:

- **Service Commercial:** 75% Lot Coverage. This designation includes a broad range of commercial activities that can include businesses with both retail and service components. Among these uses are: auto repair, service stations, building materials, warehousing, contractors, equipment yards and similar uses. Uses within this designation would usually be conducted entirely within a building, with outside storage screened from public view.
- **Commercial Office:** 40% Lot Coverage. This designation is intended for the exclusive development of non-retail business and professional offices.
- **Central Business District:** 100% Lot Coverage. The Central Business District represents the historical business center of Selma. It is currently developed with a variety of retail stores, offices and parking lots. The Central Business District designation is designed to provide flexibility in the development of new uses within the downtown area, while maintaining the ambience of the area.
- **Light Industrial:** 80% Lot Coverage. The Light Industrial designation provides development opportunities for those industrial uses that would not typically utilize major manufacturing processes. Lower intensity assembly, fabrication and food processing may be consistent with the land use designation.
- **Heavy Industrial:** 90% Lot Coverage. The heavy industrial designation is intended to allow for the development of facilities and businesses engaged in intense manufacturing and fabrication. Heavy industrial uses typically require large properties and may require access to rail and highway transportation for the receipt and shipment of materials.

4. Transportation Characteristics of the Project Area

Please identify the distance of the proposed project to the nearest BRT station. Describe the transit, bike and walk environment in the project area, and explain, if applicable, how the proposed project will contribute to providing multi-modal transportation choice to people who live or work in the area.

As noted in a previous response, the Selma Downtown and Civic Center Transit-Oriented Improvements project will help increase ridership and provide connectivity for the City's residents and visitors.

The City is proposing to relocate the City Hall transit stop to one of two locations around the corner on 3rd Street—either in front of the Fire Department or in front of the new Police Station and City Hall. The City will be deciding on the ultimate location choice, which will have the same implications and benefits for the current proposal.

The location of the transit stop is within one-half mile of all the identified residential, commercial and industrial areas described in this application. In fact, most of the residents and other users of the transit location are likely located within one-fourth to one-third of a mile from the stop.

To support the relocation of the transit stop and an increase in ridership, the City has also examined sidewalk, ramp and crossing infrastructure in the surrounding project area. There are areas with inadequate sidewalks (or gaps), as well as insufficient striping and other street crossing markings that serve as barriers to walking and bicycling, either as a standalone mode of transportation or as a means to access transit.

The project also addresses accessibility by active transportation modes to other local destinations, including businesses, government, schools and child care. In fact, a child care center at the corner of 3rd Street and Front Street (Early Childhood Discovery Center) is accessed by parents with strollers approaching from several directions and often needing to use the street.

The City believes by providing a convenient transit stop for mixed users—employees, students, shoppers, individuals accessing City services, as well as those headed for regional destinations—there will be an increased potential for ridership.

5. Urban Design & Parking Policy

Describe the existing or planned design characteristics or policies in the project area. Explain, if applicable, how the project will contribute to creating a positive image of the surrounding areas.

The Selma Downtown and Civic Center Transit-Oriented Improvements project will help increase ridership and provide connectivity for the City's residents and visitors in a manner that creates a positive image of the area.

The City of Selma has various policies and standards in its General Plan that provide guidance for developing and building within the City. The City will work with FCRTA to ensure the replacement transit shelter is branded appropriately with the City logo to serve as identification for potential users. The shelter will provide protection from weather and appropriate landscaping and plantings. In a similar manner, closing gaps in sidewalks and repairing deficient sidewalks all serve to enhance the image of neighborhoods.

Describe, if any, existing or planned parking policies that are transit friendly.

The City of Selma has included parking policies and standards in the City's General Plan that are transit friendly, including:

- Parking standards shall be evaluated to assess the potential for offering reduced parking requirements to development that incorporate measures proven to reduce vehicular trips.
- The City shall work with Caltrans and transit service providers to establish a park and ride lot or lots within the community to serve the needs of regional and local commuters.

The City is also anticipating applying for funding from the California Department of Housing and Community Development's (HCD) SB 2 Planning Grant Program in Spring 2019. With this funding, the City will be updating various plans and ordinances to facilitate and expedite affordable housing in the City.

These planning activities will be consistent with federal, State and regional policies encouraging development near transit options to reduce vehicle miles traveled and promote active transportation mobility. The activities and resulting policies will include parking policies that encourage coordination with transit options.

6. Green Building

Please describe, if applicable, any green building element in the project.

The Selma Downtown and Civic Center Transit-Oriented Improvements project will help increase ridership and provide connectivity for the City's residents and visitors through a straightforward approach of relocating a key transit stop and ensuring appropriate infrastructure is in place to encourage its use.

The final design of the relocated transit stop will be consistent with policies and standards in the City's General Plan promoting green/sustainable building standards for projects. Similar to the existing transit stop, the replacement stop will include green elements such as tree plantings to help with carbon sequestration.

7. Quality of Project and Additional Information

Describe the level of community support for this project. Describe how the proposed project will address the issues in the community, how the project will help create a sense of place, and potential economic impact such as attracting private investment in the project area, etc. Please also identify any potential obstacles to the successful completion of the entire project.

Residents in the City of Selma are substantial users of FCRTA services as evidenced by the support of FCRTA for this project and would likely support efforts by the City to make service more accessible. The Selma Downtown and Civic Center Transit-Oriented Improvements project is consistent with this level of support and seeks to increase ridership by making strategic improvements in the project area.

As noted previously, the City is proposing to relocate the transit stop to one of two locations around the corner on 3rd Street—either in front of the Fire Department or in front of the new Police Station and City Hall. The City will be deciding on the ultimate location choice, which will have the same implications and benefits for the current proposal.

To support the relocation of the transit stop and an increase in ridership, the City has also examined sidewalk, ramp and crossing infrastructure in the surrounding project area. There are areas with inadequate sidewalks (or gaps), as well as insufficient striping and other street crossing markings that serve as barriers to walking and bicycling, either as a standalone mode of transportation or as a means to access transit.

To address issues in the community, the relocation of the transit stop will make it more visible to residents and patrons of businesses in the Downtown/Civic Center area. It will also improve walkability in the project area which is important for residents to safely access City and business services, including child care.

In April 2018, the City completed a comprehensive planning and public participation process that resulted in the City of Selma Active Transportation Plan. The community engagement in the planning process resulted in vision and goals for how the City will be responding to residents' needs for active transportation options and infrastructure. The community engagement process and support for the plan and its recommendations demonstrate support for the City's efforts through the current application.

By encouraging bicycling and walking, the City expects the project to create a sense of place and be successful in supporting transit-oriented development. The American Planning Association notes that public spaces and attractive environments in which many people walk and bicycle can create a unique sense of place and shared social identity. In helping to reinforce a sense of place for residents. Cities note that when more individuals are able to leave their vehicles, the more they notice their surroundings.

With the components included in the proposal intended to encourage transit ridership within, as well as into and out of the City, and encouraging residents to walk and bicycle in the project area, it is expected there will be considerable socio-economic benefits. The improvements proposed also encourage in-fill development. This application has support from the Selma District Chamber of Commerce which recognizes the potential for an increased number and frequency of patrons to the downtown core and the opportunity for additional investment in development opportunities.

The City of Selma has focused this project to take advantage of cost-effective strategies at increasing transit ridership and active transportation modal use. By doing so, the City expects to remove any hurdles to success completion and implementation of the proposed project.

8. Project Schedule and Scope of Work

Please outline the scope of work for this project. Please briefly describe deliverables and anticipated completion dates for each deliverables. Please also provide estimates of project expenses funded by the TOD program, and project revenue for the entire project.

As noted previously, the City is proposing to relocate the transit stop to one of two locations around the corner on 3rd Street—either in front of the Fire Department or in front of the new Police Station and City Hall. The City will be reviewing the proposed locations with various stakeholders and City committees, but the ultimate location choice will have the same implications and benefits for the current proposal.

To support the relocation of the transit stop and ensure an increase in ridership, the City has also examined sidewalk, ramp and crossing infrastructure in the surrounding project area. There are areas with inadequate sidewalks (or gaps), as well as insufficient striping and other street crossing markings that serve as barriers to walking and bicycling, either as a standalone mode of transportation or as a means to access transit.

The proposed project will relocate the City Hall transit stop (likely in front of the Fire Department as shown on the attached map), including demolition and related construction at the new location.

The project also includes a total of 28 location improvements to ensure ramps are ADA accessible and sidewalks are complete and in good condition for accessibility. The following table describes expenses, revenues and completion timeframes based on a June 1, 2019 start date.

Project expenses (TOD fund)

Item	Amount	Completion Time
Engineering	\$24,000	August 31, 2019
Environmental Documentation	\$1,000	August 31, 2019
Right of Way	—	—
Construction	\$245,000	March 1, 2020

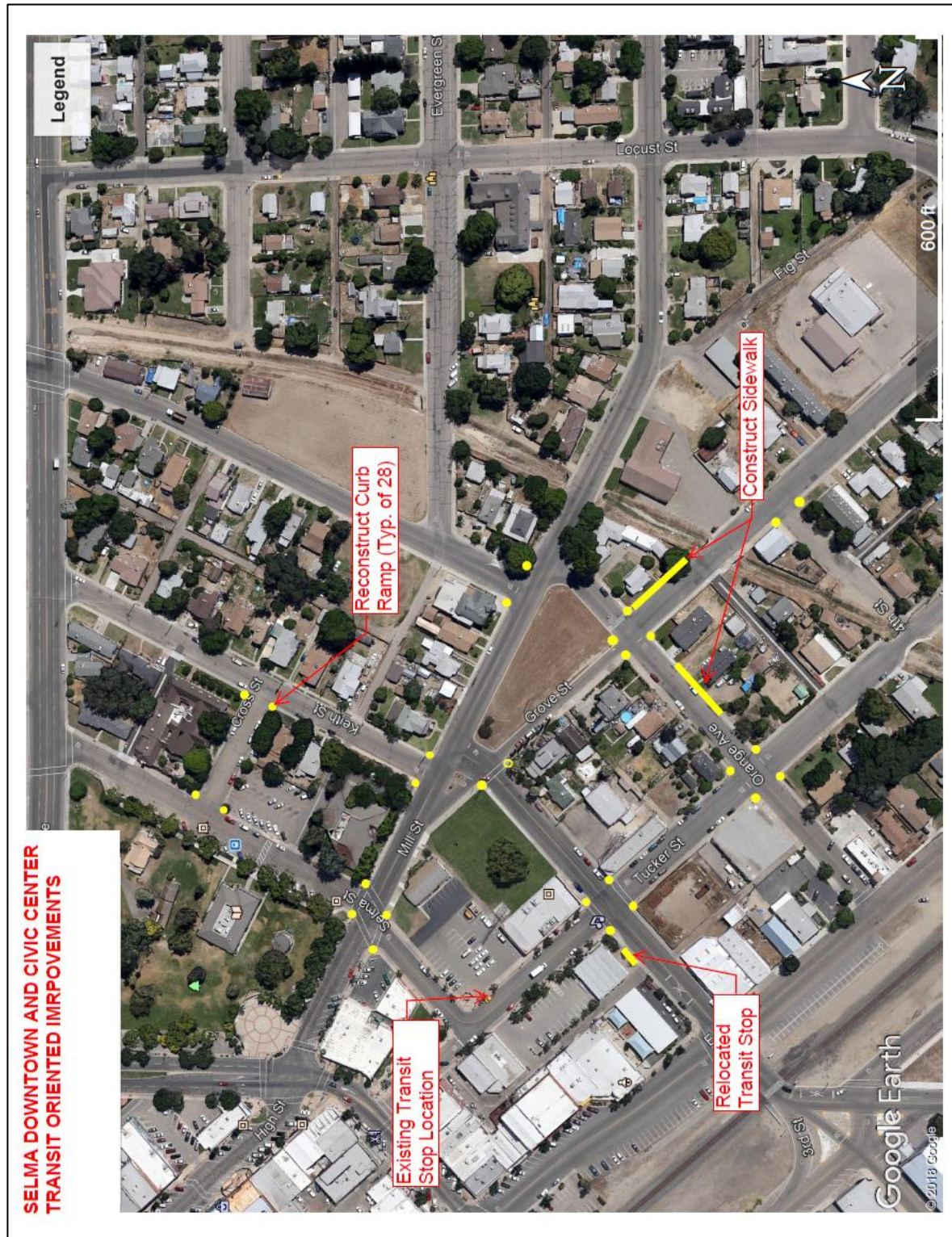
Project Revenue (all sources)

Source	Year			
	Year 1 (\$)	Year 2 (\$)	Year 3 (\$)	Year 4 (\$)
TOD	\$270,000			
Local				
State				
Federal				
Private				
Total	\$270,000			

City Council Resolution

An authorizing resolution from the Selma City Council will be presented at the **March 18, 2019**, Council Meeting and provided to Fresno COG prior to its Policy Board Meeting on April 25, 2019.

Vicinity Map



Letters of Support



2035 Tulare Street, Suite 201
Fresno, CA 93721
Phone: (559) 233-6789
Fax: (559) 233-9645
www.ruraltransit.org

February 27, 2019

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

RE: Selma Downtown and Civic Center Transit-Oriented Improvements Application
Letter of Support

Dear Ms. Gallavan:

On behalf of the Fresno County Rural Transit Agency, I'd like to express our strong support for the City of Selma's application to the 7th Cycle of the Fresno Council of Governments (Fresno COG) Transit-Oriented Development (TOD) Program. The *Selma Downtown and Civic Center Transit-Oriented Improvements* proposal will help increase transit ridership and provide connectivity for residents.

The City of Selma continues to grow, and City leadership and staff are continually striving to meet resident needs in a responsible and efficient way. This includes the development of a new police station, recreational opportunities, responsible water storage and recharge projects, as well as providing residents with mobility options to access jobs, shopping, government services and schools. **The improvements being proposed as part of the City's application will help the last of these priorities.**

As part of the construction of the new Police Station next to City Hall, Tucker Street will become a one-way road feeding into 3rd Street between City Hall and the Fire Department. This effort will require the relocation of the City Hall transit stop and shelter currently established on Tucker Street adjacent to the City Hall parking lot. The current application proposes to move the shelter and stop to 3rd Street, in front of either the Police Station or Fire Department.

In order to take advantage of the City Hall transit stop at its new location, the City is also proposing to make improvements to sidewalks, ADA ramps and street crossings in the neighborhoods surrounding Selma's downtown and Civic Center. By doing so, residents will be encouraged to access transit for travel to their destinations by walking or bicycling.

We appreciate the City of Selma's forward-thinking and planning for increasing transit ridership for current residents and those coming in new housing developments in the future. We believe these improvements will help both residents and visitors.

Sincerely,

A handwritten signature in blue ink that reads "Moses Stites".

Moses Stites
General Manager

A JOINT POWERS AGENCY TO PROVIDE A COORDINATED TRANSIT SYSTEM FOR RURAL FRESNO COUNTY
The Cities of: Coalinga, Firebaugh, Fowler, Huron, Kerman, Kingsburg, Mendota, Orange Cove, Parlier, Reedley, Sanger, San Joaquin, Selma & Fresno County

Letters of Support

Selma District Chamber of Commerce

"Working to support Selma's commerce"

February 26, 2019

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

RE: Selma Downtown and Civic Center Transit-Oriented Improvements Application
Letter of Support

Dear Ms. Gallavan:

On behalf of the Selma District Chamber of Commerce, I'd like to express our strong support for the City of Selma's application to the 7th Cycle of the Fresno Council of Governments (Fresno COG) Transit-Oriented Development (TOD) Program. The *Selma Downtown and Civic Center Transit-Oriented Improvements* proposal will help increase transit ridership and provide connectivity for our Selma residents.

As the City of Selma continues to grow, City leadership and staff are continually striving to meet resident and business needs in a responsible and efficient way. This includes the development of a new police station, recreational opportunities, responsible water storage and recharge projects,

and the proposed improvements to the City Hall transit stop. The City's application will be a positive contribution to the community and the City's future.

As part of the construction of the new Police Station next to City Hall, Tucker Street will become a one-way road feeding into 3rd Street between City Hall and the Fire Department. This effort will require the relocation of the City Hall transit stop and shelter currently established on Tucker Street adjacent to the City Hall and the Chamber of Commerce parking lot. The current application proposes to move the shelter and stop to 3rd Street, in front of either the Police Station or Fire Department.

In order to take advantage of the City Hall transit stop at its new location, the City is also proposing to make improvements to sidewalks, ADA ramps and street crossings in the neighborhoods surrounding Selma's downtown and Civic Center. By doing so, residents will be encouraged to access transit for travel to their destinations by walking or bicycling.

We appreciate the City of Selma's forward-thinking and planning for increasing transit ridership for current residents and those coming in new housing developments in the future. We believe these improvements will help both residents and business community.

Sincerely,



Robert Allen, Executive Director Selma District Chamber of Commerce

Bob Allen, Executive Director
1821 Tucker Street, Selma, CA 93662
(559) 891-2235 * Fax (559) 896-7075

Photographs



Photo 1—View of existing transit stop adjacent to City Hall parking lot on Tucker Street.



Photo 2—View of Tucker Street which be converted to a one-way street feeding into 3rd Street in the foreground. Replacement transit stop will either be located to the right of City Hall or to the left of the Fire Department at the left edge of the photograph.



Photo 3—View of 3rd Street looking toward City Hall. The replacement transit stop will either be located on the left next to the Fire Department or in front of the Police Station to the right of City Hall.



Photo 4—View of vacant property at the intersection of Evergreen Street and Orange Avenue which will be developed into affordable housing.



Photo 5—View of location of new Police Station from Mill Street showing infrastructure connectivity needs.



Photo 6—View toward location of new Police Station from Grove Street showing infrastructure connectivity needs.



Photo 7—View of location of new Police Station and City Hall.

CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
72462	03/28/2019	Printed	A&E INDUSTRIAL CLEANING	REPAIR PRESSURE WASHER #2411		984.07
72463	03/28/2019	Printed	AIRGAS USA LLC	OXYGEN SUPPLIES		121.34
72464	03/28/2019	Printed	DAN ALDAPE	LIGHTING DESIGN FOR CURIOUS INCIDENT & GENTLEMAN'S GUIDE		1,550.00
72465	03/28/2019	Printed	ALLWIRE, INC	POWER CABLE FOR DECORATIVE LIGHTING		329.57
72466	03/28/2019	Printed	MARK ALVES/ALVES ELECTRIC	INSTALLED SPOT LIGHTS ON WELCOME TO SELMA SIGN		685.00
72467	03/28/2019	Printed	AMERICAN AMBULANCE	APRIL 2019 PAYMENT		114,600.00
72468	03/28/2019	Printed	NICOLETTE ANDERSEN	SUPPLIES REIMBURSEMENT FOR A GENTLEMAN'S GUIDE		938.14
72469	03/28/2019	Printed	AT&T	TELEPHONE-MARCH 2019		20.36
72470	03/28/2019	Printed	AT&T	TELEPHONE-2/12/19-3/11/19		61.60
72471	03/28/2019	Printed	AT&T MOBILITY	TELEPHONE-MDTS 2/12-3/11/19		1,497.34
72472	03/28/2019	Printed	BPS TACTICAL, INC.	PATROL DUTY VEST COVER		524.58
72473	03/28/2019	Printed	JAY WESLEY BROCK/TOP DOG TRAINING CENTER	MONTHLY K9 MAINTENANCE		360.00
72474	03/28/2019	Printed	JOHNATHON CARRILLO	TRAFFIC COLLISION COURSE PER DIEM 4/8-4/12/19	R	55.00
72475	03/28/2019	Printed	ROD CARSEY	PLAN CHECKS		2,732.38
72476	03/28/2019	Printed	CDCE INCORPORATED	MDT MONTHLY LEASES		4,030.00
72477	03/28/2019	Printed	CENTRAL VALLEY LOCK & SAFE	INSTALL LOCK ON DETECTIVE DOOR FIRE ADMIN BUILDING		233.60
72478	03/28/2019	Printed	CENTRAL VALLEY TOXICOLOGY INC.	DRUG TESTING CS# 19-0315		177.00
72479	03/28/2019	Printed	CISCO SYSTEMS CAPTIAL CRP	LEASE-PHONE SYSTEM/BACKUP 3/15/19-4/14/19		3,280.05
72480	03/28/2019	Printed	CITY OF SELMA POLICE DEPT	REPLENISH PETTY CASH		18.43
72481	03/28/2019	Printed	COUNTY OF FRESNO TREASURER	GIS TELECOMMUNICATION CHARGES FEBRUARY 2019		70.24
72482	03/28/2019	Printed	COUNTY OF FRESNO-COMM HEALTH	DISPATCHING SERVICES 1/1/19-3/30/19		3,582.65
72483	03/28/2019	Printed	CPCA	LEGISLATIVE SUMMIT REGISTRATION		199.00
72484	03/28/2019	Printed	CSJVRMA	2018/2019 4TH QTR DEPOSIT		185,168.00
72485	03/28/2019	Printed	MATTHEW DENSKY	AUDITION MASTER CLASS WORKSHOP		300.00
72486	03/28/2019	Printed	DEPARTMENT OF JUSTICE	FINGERPRINTS-FEBRUARY 2019		382.00
72487	03/28/2019	Printed	JOEL A FEDOR/FEDOR PLUMBING	REPAIR BACKFLOW AT CATTLEMAN'S		264.44
72488	03/28/2019	Printed	RICHARD FIGUEROA	TASER INSTRUCTOR COURSE PER DIEM 4/7/19-4/9/19		125.00
72489	03/28/2019	Printed	FINANCIAL PACIFIC LEASING	PD VEHICLES LEASE PAYMENT		52,684.59
72490	03/28/2019	Printed	MICHAEL CHRISTOPHER FLORES	CHOREOGRAPHY FOR A GENTLEMAN'S GUIDE		300.00
72491	03/28/2019	Printed	FRESNO CO TREASURER-SHERIFF	INTERNAL AFFAIRS INVESTIGATION & RMS/JMS/CAD ACCESS FEES-FEB 19		1,220.00
72492	03/28/2019	Printed	FRUSA EMS LLC	AMBULANCE BILLING-FEB 2019		6,553.26
72493	03/28/2019	Printed	GEE MANUFACTURING, INC.	TRIM FOR FD TRAINING GROUND		76.16
72494	03/28/2019	Printed	WYATT GORMAN	TRAFFIC COLLISION COURSE PER DIEM 4/8-4/12/19	R	55.00
72495	03/28/2019	Printed	PHILIP C GRIJALVA	GENTLEMAN'S GUIDE DECALS		30.00
72496	03/28/2019	Printed	JUAN GUZMAN	SUPPLIES REIMBURSEMENT FOR A GENTLEMAN'S GUIDE		145.19
72497	03/28/2019	Printed	BARRY S. HALAJIAN	STREET LIGHT REPAIR-BURNED CIRCUIT ON ARRANTS/WRIGHT		11,477.30
72498	03/28/2019	Printed	HAWKE PACKS.COM, INC.	POLICE REVOLVING ACCT	R	183.99
72499	03/28/2019	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 2/20/19		2,067.28
72500	03/28/2019	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 2/27/19		2,630.40
72501	03/28/2019	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 3/6/19		696.12
72502	03/28/2019	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 3/13/19		2,982.97
72503	03/28/2019	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 3/20/19		596.50
72504	03/28/2019	Printed	HEALTHEDGE ADMINISTRATORS INC.	ADMINISTRATIVE FEES-APRIL 2019		746.57
72505	03/28/2019	Printed	HENRY SCHEIN INC.	MEDICAL SUPPLIES		95.38
72506	03/28/2019	Printed	JESUS HERNANDEZ	REIMBURSEMENT OF DMV MEDICAL FOR CLASS B LICENSE		74.00
72507	03/28/2019	Printed	HEWLETT-PACKARD FINANCIAL	LEASES		339.78
72508	03/28/2019	Printed	KIMBERLY HOUSTON	SUPPLIES REIMBURSEMENT FOR A GENTLEMAN'S GUIDE		199.56

CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
72509	03/28/2019	Printed	JOHNSON CONTROLS SECURITY	ALARM SERVICES 4/1/19-6/30/19		3,059.00
72510	03/28/2019	Printed	MICHAEL KAIN	MEDICAL PREMIUM REIMB APR 19		1,170.90
72511	03/28/2019	Printed	KAISER PERMANENTE	AMBULANCE OVERPAYMENT REIMB		1,755.80
72512	03/28/2019	Printed	KENT M. KAWOGOE, PH.D.	PRE-EMPL PSYCOLOGICAL EXAMS		950.00
72513	03/28/2019	Printed	JEFF KESTLY	MEDICAL PREMIUM REIMB-APR 19		185.78
72514	03/28/2019	Printed	L.N. CURTIS & SONS	DRAG STABILIZED MARKING GROUND		654.47
72515	03/28/2019	Printed	LIEBERT, CASSIDY, WHITMORE	GENERAL LEGAL FEES & ERMA CLAIM		8,621.00
72516	03/28/2019	Printed	STEVEN LEE MCINTIRE	MEDICAL PREMIUM REIMB APR 19		1,397.68
72517	03/28/2019	Printed	METRO UNIFORM	POLICE REVOLVING ACCT	R	721.07
72518	03/28/2019	Printed	OFFICE DEPOT, INC.	OFFICE SUPPLIES		427.05
72519	03/28/2019	Printed	DAMEN PARDO	COSTUME/SUPPLIES REIMBURSEMENT FOR A GENTLEMAN'S GUIDE		507.93
72520	03/28/2019	Printed	LANCE PEARCE	TASER INSTRUCTOR COURSE PER DIEM 4/7/19-4/9/19		125.00
72521	03/28/2019	Printed	PG&E	UTILITIES-MARCH 2019		41,154.95
72522	03/28/2019	Printed	PURCHASE POWER	POSTAGE REFILL		981.80
72523	03/28/2019	Printed	MELINDA RAMOS	SOUND OPERATOR FOR A GENTLEMAN'S GUIDE		200.00
72524	03/28/2019	Printed	EMMA RENAE RAYMOND	MAKEUP DESIGN/SUPPLIES REIMBURSEMENT FOR A GENTLEMAN'S GUIDE		304.59
72525	03/28/2019	Printed	RRM DESIGN GROUP	FIRE STATION NO.2 RENOVATION		345.00
72526	03/28/2019	Printed	SEARS	BUSINESS LIC OVERPAYMENT REIMB		282.00
72527	03/28/2019	Printed	SECOND CHANCE ANIMAL SHELTER	MONTHLY SUPPORT PAYMENT APRIL 2019		6,978.00
72528	03/28/2019	Printed	SELMA UNIFIED SCHOOL DISTRICT	FUEL-FEBRUARY 2019		11,847.78
72529	03/28/2019	Printed	SPARKLETTS	WATER SERVICE		116.29
72530	03/28/2019	Printed	SUN LIFE	EMPLOYEE INSURANCE-APRIL 19		1,547.76
72531	03/28/2019	Printed	SUNRUN SOLAR	REFUND PERMIT 19-0040		90.28
72532	03/28/2019	Printed	SUPERIOR VISION INSURANCE INC	VISION INSURANCE PREM-APR 19		1,881.40
72533	03/28/2019	Printed	RYAN SWAIN	TRAFFIC COLLISION COURSE PER DIEM 4/8-4/12/19	R	55.00
72534	03/28/2019	Printed	TAG-AMS, INC.	EMPLOYEE DRUG TESTING		265.00
72535	03/28/2019	Printed	THE CRISCOM COMPANY	SEWER INFRASTRUCTURE APRIL 19		4,500.00
72536	03/28/2019	Printed	TRANS UNION CORPORATION	PRE EMPLOYMENT CREDIT CHECK		69.45
TOTAL						495,638.82

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

WIRE TRANSERS			
03/27/19	STATE OF CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES	2017/2018 SELMA IGT	2,312,766.00

PAYROLL TRANSACTIONS

CHECK REGISTER

Date	Check No.	Amount
4/5/2019	115490-115496	\$2,224.12

Remittance Checks

Date	Check No.	Amount
4/5/2019	115497-115503	\$14,618.17

ACH Payment

Date	Description	Amount
4/5/2019	PR APR0519	\$176,375.46

ITEM NO:

2.

SUBJECT: Consideration of a Professional Services Agreement with Rincon Consultants, Inc. for Planning Services to Amend the City's General Plan, Zoning Code and Land Use Map for State Housing and Community Development Department Compliance

BACKGROUND: On September 27, 2018, the City was advised by the State Department of Housing and Community Development ("HCD"), that its Housing Element compliance was being revoked because the City did not have sufficient land zoned for high-density housing. In particular, the City needs to zone at least 8.5 acres for high density residential uses with a minimum density of 20 units per acre to meet the Regional Housing Needs Assessment ("RHNA") shortfall of 169 units. In order to rezone property, a general plan amendment, zoning code amendment, and an amendment to the City's land use map, are necessary. Any general plan amendment, zoning code amendment/map amendment requires approval by both the City's Planning Commission and the City Council. On February 19, 2019, Governor Newsom and the HCD advised jurisdictions with non-compliant Housing Elements that they were at risk of losing grant funding until their Housing Elements were brought into compliance.

Staff requested proposals from planning consultants to provide planning services that would assist the City with the process of amending its general plan, zoning code and land use map to bring the Housing Element back into compliance with California's Housing Element Law. Four firms were contacted; two submitted proposals; two indicated they did not have the capacity to take on the project and declined to submit proposals.

DISCUSSION: Proposals were received from Rincon Consultants, Inc. ("Rincon") and from QK. Of the two proposals submitted, QK did not provide a quote for the entire project but rather submitted a proposal for \$6,000 for a feasibility analysis and memorandum which would be followed by a second cost proposal for the remaining work.

Rincon submitted a proposal that addressed the entire scope of the project with a 20% contingency to take into account the unknown needs of the project as it moves forward. Rincon's proposal is for \$56,176 and a recommended contingency of \$11,235 available only upon approval in writing from the City Manager. Work would be billed on a time and materials basis and includes the following scope of work (a complete scope of work is included in the attached professional services agreement):

- Location and Identification of Potential Land for Rezoning/Overlay Zone
- Public Outreach to Property Owners, Public, and Decision Makers
- Preparation of zoning code text amendment and land use map amendment, General Plan Amendment (GPA), Staff Report, and CEQA Documentation

- GPA, Staff Report, and Code/Map Update
- Administrative Draft Initial Study (IS) including a Mitigated Negative Declaration (MND)
 - IS Impact Analysis
 - Screencheck Draft IS/MND
 - Notice of Completion and Draft IS/MND
 - Administrative Final IS/MND and Responses to Comments
 - Final IS/MND
- Project Management, Internal and Public Meetings and Hearings

Not included in the scope of the project are potential costs for additional studies in support of CEQA, such as air quality, greenhouse gas, biological surveys, cultural resources, noise, aesthetics, and traffic studies. The City would also be responsible for the processing fee for filing a Notice of Determination with California Department of Fish and Wildlife (\$2,404.75).

Staff recommends awarding the contract to Rincon and authorizing the City Manager to execute the contract in an amount not to exceed \$67,411.

FINANCIAL ANALYSIS: Millions of dollars in grant funding are at risk if the City does not bring its Housing Element into compliance. Staff recommends Council approve the appropriation of \$67,411 to hire Rincon to provide consulting services for an amendment to the City's general plan, zoning code and land use map for HCD compliance.

<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>
<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 General Fund	
Fund Balance: FYE 2017-2018 \$2,763,856	

RECOMMENDATION: Staff recommends that Council authorize the City Manager to execute a contract with Rincon in an amount not to exceed \$67,411.



Teresa Gallavan, City Manager

04/10/2019

Date

CITY OF SELMA

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of _____, 2019 ("Effective Date"), between the City of Selma, a municipal corporation ("City") and RINCON CONSULTANTS, 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 June 30, 2020, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the City and in a first-class manner in conformance with the standards of quality normally observed by an entity providing planning 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 \$56,176 for the total Term of the Agreement unless additional payment not to exceed the contingency of \$11,235 is approved by the City Manager, 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 ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work 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 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:

Rincon Consultants, Inc.
Attn: Richard Daulton
7080 North Whitney Avenue
Suite 101
Fresno, CA 93720

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 Fresno 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

By: _____
Teresa Gallavan, City Manager

"CONSULTANT"
Rincon Consultants, Inc.

By:  _____
Richard Daulton, Vice President

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

Consultant will prepare the following tasks in close coordination with the City to expediently and efficiently bring the City's Housing Element back into conformance with HCD requirements, through input from Selma citizens, Council, and interested parties.

Consultant anticipates an Initial Study leading to the issuing of a Negative Declaration or Mitigated Negative Declaration (ND or MND) will be required for the project. Upon identification of land for rezoning/overlay, Consultant will provide additional scope for all identified technical studies needed in support of the CEQA documentation. These reports could include Air Quality and GHG analysis; Biological surveys; Cultural Resources, Noise, Aesthetics, and Traffic. These studies are not included as part of this scope. Other issue area studies will be conducted with the preparation of the Initial Study.

Task 1 Location and Identification of Land for Rezoning/Overlay Zone

Consultant will work with City staff in identifying the most feasible areas within the City to rezone to allow for a density of 20 units per acre to comply with HCD requirements. Consultant will develop criteria and utilize available GIS data to assist in identification of the most suitable properties and identify those property owners. Consultant will identify and discuss market feasibility with the development community on the most feasible approach to meeting HCD's requirements and review the City's zoning ordinance to identify changes to assist in meeting HCD requirements. Consultant will prepare a report that identifies the feasible locations to rezone at least 8.5 acres of land and/or develop an Overlay Zone Ordinance and other identified strategies. The report will list the opportunities and constraints of the various options identified. GIS tasks include GIS setup, data gathering, developing needed GIS layers, developing constraints criteria, developing a model to apply the criteria and applying the model and manual analyses required.

Task 2 Public Outreach to Property Owners, Public, and Decisions Makers

Consultant will work with staff to develop an outreach plan for contacting property owners, informing decision makers, and gaining input and support from the public on achieving the requirements required by HCD. Consultant will lead this outreach effort and assumes two public meetings to be held in the City of Selma and one informational presentation to the Selma City Council. The City will be responsible for, and any costs associated with, the use of any identified facility for the meeting and noticing of the meetings. Consultant will prepare mapping and other outreach material to assist with the meetings. This could include mapping and a PowerPoint presentation. A summary of the meetings will be appended to the report prepared under Task 1. A final noticed meeting of the City Council will be attended to present the findings from Task 1 and 2

with a recommendation and request for direction on a preferred approach to carry forward. Rincon assumes attendance at five (5) meetings under this task.

Task 3 Preparation of Zoning Text Amendment and Land Use Map Amendment, GPA, Staff Report, and CEQA Documentation

Subtask 3.1: Staff Report, GPA Amendment, Code Amendment/Land Use Map Amendment

Consultant will prepare the zoning code text amendment, land use map amendment and General Plan Amendment (GPA), staff report, and all required code updates and mapping to satisfy the HCD requirements to bring the City's Housing Element into compliance as identified in the previous tasks and recommended by the City Council. Consultant will follow the City's preferred staff report format and provide any code updates in a strike-through and underline format to easily identify the proposed changes and a clean version for adoption, including updated zoning maps. Consultant assumes two rounds of City review of the deliverables. Consultant assumes the General Plan Amendment is limited to allowing in the General Plan the density required by HCD.

Subtask 3.2: Administrative Draft Initial Study ("IS/MND")

Consultant will prepare the Administrative Draft IS/MND, in accordance with the CEQA Guidelines for the application as identified in Task 3. Consultant can provide a format for the IS or follow the City's preferred format. The Administrative Draft IS/MND will include the updates made to Appendix G of the CEQA Guidelines for 2019. This scope assumes no additional technical studies are needed for the preparation of this IS and that issues will be addressed at a qualitative level and traffic will be assessed as to its impact to Vehicle Miles Travelled (VMT) and no Level of Service (LOS) analysis will be required.

IS/MND Impact Analysis

For each issue area, the IS/MND will include a project-specific examination and an assessment of the potential for cumulative impacts associated with the project, together with other anticipated development in the project area. The project-specific analysis will include the CEQA Appendix G checklist questions for the topic and identification of its significance level, followed by an analysis of said impact, and mitigation measures needed, if applicable, to lower an impact to a level less than significant after mitigation.

Screencheck Draft IS/MND

Following City staff review of the Administrative Draft IS/MND, Rincon will revise the document based on comments received and provide a Screencheck Draft IS/MND for final review prior to publication. Revisions shall be provided in Word documents using "track changes." This task will include responding to comments on the Administrative Draft IS/MND requiring a mixture of substantive corrections and minor editing; however, it is assumed that no new technical studies, revisions to the technical appendices, or site-specific data collection will be needed at this stage.

Notice of Completion and Draft IS/MND

This task involves the production, editorial work, and communication processes anticipated to publish the Draft IS/MND for public review and comment following review of the Screencheck Draft IS. Consultant will prepare, print, and distribute 15 copies of the Draft IS/MND on CD for the State Clearinghouse and up to 15 copies for public review. In addition, /MND will provide an electronic version of the Draft IS/MND in a searchable pdf format for website use (text and graphic files small enough for fast public download times). As part of this task, Consultant will prepare and submit a Notice of Availability (NOA) and Notice of Completion (NOC) for public and agency review. Rincon assumes the City will be responsible for the CDFW processing fee associated with filing a NOD (\$2,354.75 + \$50 County Clerk Fee for 2019).

Administrative Final IS/MND and Responses to Comments

Consultant anticipates having a meeting with staff immediately following the close of the comment period to discuss the comments received, the implications of these and the general approach to responses. After this meeting, Consultant will submit a digital copy of the draft responses for City review, including any added or substantially revised sections of the Draft IS/MND that may be necessary. This scope of work assumes that no more than 8 hours of professional time will be required to respond to public comments on the Draft IS/MND and complete the Administrative Final IS/MND, and that not more than 4 brief letters (requiring up to two hours each for responses) are received. Additional public comments may require additional funds to complete this task and would be completed after City approval on a time and materials basis.

Final IS/MND

Consultant will respond to City comments on the Administrative Final IS/MND and prepare the Proposed Final IS/MND for submittal to the Planning Commission and City Council along with the related amendments. Consultant will prepare the Notice of Determination, which will be filed with the County Clerk.

Task 4: Project Management, Internal and Public Meetings and Hearings

Consultant will attend up to five meetings that could include internal meetings, public meetings, working sessions to address comments on the documents, and/or hearings outside Tasks 1 and 2. Consultant will prepare meeting notes/summaries of meeting events. Project Management will include coordination with City staff and administration of the contract.

PROPOSED SCHEDULE

Deliverable	Timing
Kick-off Meeting	1 week
Task 1 and 2 Concurrently	8 weeks
Rezone Draft	3 weeks
City Review	2 weeks
Administrative Draft Initial Study and Staff Report	4 weeks
City Review	2 weeks
Draft IS-MND	1 weeks
Public Review	30 days
Respond to Public Comments on Draft IS-MND	3 weeks
City Review	2 weeks
Final IS-MND	1 week
Planning Commission Hearing	3 weeks
City Council Hearing	4 weeks
TOTAL	37 weeks

EXHIBIT B

RATE SCHEDULE

Tasks	Rincon Labor Classification →			Principal / Director I	Supervisor I	Senior Professional II	Senior Professional I	Professional IV	Professional III	Associate III	Technical Editor	CAD/CADD Specialist	Clerical/Administrative Assistant I
	Labor Cost	Direct Expense	Hours	\$215	\$190	\$170	\$156	\$140	\$125	\$92	\$110	\$108	\$75
Task 1: Locate & Identify Land	\$12,718	\$65	98	2		8	24		16			48	
Task 2: Public Outreach	\$6,859	\$228	47	1			32		8		2	4	
Task 3: Prepare Rezone, GPA, Staff Report, CEQA													
Subtask 3.1: Rezone, GPA, Staff Report, Code Update	\$6,450		44	2	4	8	8		16		2	4	
Subtask 3.2: CEQA Documentation	\$21,506	\$402	166	2	4	8	28	16	72	28	4	4	
Task 4: Proj. Management, Meetings & Hearings	\$7,718	\$130	52	2	4		38						8
SUBTOTAL COST	\$ 55,351	\$ 825	407	\$ 1,935	\$ 2,280	\$ 4,080	\$ 20,280	\$ 2,240	\$ 14,000	\$ 2,576	\$ 880	\$ 6,480	\$ 600
Direct Cost Summary													
Vehicle Costs	\$	325											
Photocopies Double-Sided BW	\$	180											
Colored Copies Double-Sided or 11x17	\$	320											
Subtotal Additional Costs:	\$	825											
Summary													
Professional Fees Subtotal	\$	55,351											
Direct Costs Subtotal	\$	825											
TOTAL PROJECT BUDGET	\$	56,176											
20 % Contingency	\$	11,235											

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.

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

April 15, 2019

ITEM NO:

3.

SUBJECT:

Consideration of a Resolution awarding a construction contract to Katch Environmental, Inc. in the amount of \$8,322,577.00, for the Police Station Project, and adopting a Notice of Exemption regarding same

BACKGROUND:

On January 22, 2019, the City Council directed Staff to rebid the Police Station Project (the "Project") with six alternates i.e., enhanced features/improvements, and to seek additional funding sources for the estimated increase in construction costs.

Vanir Construction, the City's construction manager for the Project, estimated that the total cost for the rebid would be between three and ten percent above the original estimate. This equated to between \$238,560 and \$795,200, for an estimated Project cost of between \$8,190,560 to \$8,747,200. Total Project costs would range between \$9,277,350 and \$9,878,496, which is between \$2,009,964 and \$2,611,125 more than what is available to cover the costs for the Project.

The City is seeking additional funding sources to cover the increase in costs.

DISCUSSION:

Bids were opened on March 14, 2019, and the results were as follows:

BASE BID	\$7,997,000.00
ALTERNATES	
Alternate No 1 - Community/Multi-Purpose Room	\$182,936.00
Alternate No 2 - Auto Sensors	\$21,189.00
Alternate No 3 - Computer Room Gas Syst.	\$35,063.00
Alternate No 4 - Reduction of Sally port fencing	\$3,856.00
Alternate No 5 - Covered Sally Port	\$142,641.00
Alternate No 6 - Fencing	\$156,515.00
Alternate No 7 - Plaster b/w € bldg. & new	\$51,483.00
Alternate No 8 - Reduction of Landscaping	\$10,402.00

Katch Environmental's bid, above, totals \$8,601,085. It was the only bid submitted.

Staff recommends awarding the contract to the lowest responsive/responsible bidder, Katch Environmental. A contract will be awarded for the base bid and add alternative numbers

one (Community Room/Multi-Purpose Room) and five (Covered Sally Port). All remaining alternates not selected may be addressed in the future as separate projects.

At the Council meeting of March 18, 2019, the City Council considered the bid, and given that there was only one bidder, and the bid exceeds the amount initially budgeted for the project, the City Council directed Staff to bring the item back for review at this meeting.

FINANCIAL ANALYSIS:

Initial funding received for this Project was \$8,000,000, which consisted of a \$4,000,000 grant from the State and a \$4,000,000 voter approved bond issued in July 2017.

To date, \$740,031 has been spent on the Project, which includes costs associated with architectural and engineering fees, along with other related Project costs.

The funding sources for the \$740,031 spent so far have been expensed from two sources. The first is the Police Development Impact Fund in the amount of \$95,767. The second is the State Appropriation Fund in the amount of \$644,264. In addition to these Project costs, \$158,624 was used related to the cost of issuance of the General Obligation Bond.

As of the date of this report, \$7,324,350 remains in restricted funds for the Project.

Further, in addition to construction costs, the payment to the architect is based on overall Project cost. Depending on the final construction cost, the additional amount due to the architect may total between \$119,245 to \$283,696.

The construction bid for the base plus two alternates is \$8,322,577. The financial analysis of this amount and the remaining construction cost are as follows:

BASE BID	7,997,000
Alternate No 1 - Community Room/Multi-Purpose Room	182,936
Alternate No 5 - Covered Sally port	142,641
	<hr/>
	8,322,577
5% Contingency	416,129
Total Construction Cost	<hr/>
	8,738,706
	<hr/>
Construction Cost w/ 5% contingency	\$ 8,738,706
Architectural and Engineering Services Estimate	\$ 531,296
Security System and IT	\$ 350,000
Other Project Cost Estimate	\$ 719,930
Total Project Cost:	<hr/>
	\$ 10,339,932
Available Project Funds	<hr/>
	\$ 7,324,350
Variance	<hr/>
	\$ (3,015,582)

The City is seeking additional funding of \$3.0 million from grant/awards to complete the budget. If the grants/awards do not materialize, the City may use available City funds from the Ambulance Services Fund and Measure S. The Ambulance Service Fund is an Enterprise fund with a discretionary fund balance that can be transferred to this Project. Measure S is a restricted Revenue Fund but this Project qualifies as a permitted expense. Staff recommends encumbering \$2.8 million from the Ambulance Services Fund and \$215,582 from Measure S for this Project so that it may proceed with the Police Station Project and award of construction contract to Katch Environmental.

COST: <i>(Enter cost of item to be purchased)</i>		BUDGET IMPACT: <i>(Enter amount this non-budgeted item will impact this years' budget – if budgeted, enter NONE).</i>
FUNDING: <i>(Enter the funding source for this item – if fund exists, enter the balance in the fund).</i>		ON-GOING COST: <i>(Enter the amount that will need to be budgeted each year – if one-time cost, enter NONE).</i>
Funding Source: Ambulance Fund: \$2,800,000 Measure S: \$215,582 Fund Balance: As of Fiscal Year 2017-18 Ambulance Fund: \$4,658,004 Measure S: \$741,011		

RECOMMENDATION:

Staff recommends that Council: 1) Adopt the Resolution awarding a construction contract to Katch Environmental for the Police Station Project in the amount of \$8,322,577, which is the bid amount for the Project and add-on alternates one and five, 2) encumber \$3,015,582 from the Ambulance Services Fund and Measure S to the Project in case other funding sources do not become available, and 3) authorize the City Manager to approve all change orders up to the 5 percent contingency for the Project, based on the recommendation of the Vanir Construction Management and/or City Engineer.


Teresa Gallavan, City Manager

4-9-19
Date

RESOLUTION NO. 2019 – ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA AWARDING A CONSTRUCTION CONTRACT TO
KATCH ENVIRONMENTAL, INC. IN THE AMOUNT OF
\$8,322,577.00, FOR THE POLICE STATION PROJECT, AND
ADOPTING A NOTICE OF EXEMPTION REGARDING SAME**

WHEREAS, in 2015, City Staff began to revisit the discussion of a project to construct a new police station ("Project"). The new facility would accommodate increased staffing levels and provide a better work environment for the City's Police Department Staff; and

WHEREAS, on September 22, 2016, the Project received a \$4 million appropriation from the State, which was the City's first funding source for the Project; and

WHEREAS, in November 2016, the City's electorate approved a City initiated property tax measure ("Measure P") authorizing the City to issue \$4 million in general obligation bonds to finance the Project; and

WHEREAS, on March 5, 2018, the City Council adopted Resolution No. 2018-21R, authorizing execution of the Community Workforce Agreement or Project Labor Agreement ("PLA") between the City and the Fresno, Madera, Tulare, Kings Building and Construction Trades Council and signatory unions for the Project; and

WHEREAS, on July 20, 2018, the Project went out to bid, and on August 30, 2018, the City received one bid for the Project, from Seals Construction for \$7,952,000, which exceeded the Engineer's estimate for the Project; and

WHEREAS, on September 4, 2018, because the bid exceeded the engineer's estimate, the City Council rejected the bid, directed City Staff to revise the Project, and return to the City Council with a revised Project scope and estimated cost, as well as discuss revisions to the PLA requiring union labor. These steps were taken with the intention to rebid the project and attract more competitive bids; and

WHEREAS, on January 22, 2019, the City Council directed Staff to rebid the Project with six alternates i.e., enhanced features/improvements, and to seek additional funding sources for the estimated increase in construction costs; and

WHEREAS, on February 1, 2019, the Project was rebid, and the bid period closed on March 14, 2019; and

WHEREAS, the City received one responsive bid for the Project from Katch Environmental, Inc. ("Katch Environmental"), with a base bid in the amount of \$7,997,000.00, and with the addition of the community room/multi-purpose Room and covered Sally Port, a total bid amount of \$8,322,577.00; and

WHEREAS, based upon Staff's assessment, the proposed Project is categorically exempt from California Environmental Quality Act ("CEQA") pursuant to Section 15332 (Class 3, In-Fill Development Projects). Approval of the Project satisfies the requirements under this exemption as outlined and as follows: a) the Project is located in the City's Central Business District ("CBD") Zone, and public facilities are permitted in the CBD Zone; and the Project assists with the implementation of the Safety Element of the General Plan in that the construction of a new police station assists with the provision of public safety services for the City's residents; and the Project complies with all general plan policies and zoning designation regulations; b) the Project site is located in the City, is approximately 0.55-0.75 acres in size, and the police station is anticipated to be approximately 14,000 square feet in area, and is surrounded by urban uses including other public facilities, commercial uses and residential uses; c) the site has no value as a habitat for endangered species, as it is located in an urbanized area; d) there are no anticipated impacts to traffic, noise, or air quality as the area surrounding the Project site is fully developed and the City currently operates a police station in close proximity to the Project site; and e) the Project site is located in an urban area and surrounding uses are currently served by all utilities and public services, thereby allowing utilities and public services to also serve the Project site; and

WHEREAS, Staff determined that Katch Environmental is the lowest responsive and responsible bidder for the Project, and recommends that the City Council award the contract for the Project to Katch Environmental.

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

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

SECTION 2. Upon independent review and consideration of the information contained in the oral and written Staff Reports the City Council hereby finds and determines that the proposed Project is categorically exempt from California Environmental Quality Act ("CEQA") pursuant to Section 15332 (Class 3, In-Fill Development Projects). Approval of the project satisfies the requirements under this exemption as outlined and as follows: a) the Project is located in the City's Central Business District ("CBD") Zone, and public facilities are permitted in the CBD Zone; and the Project assists with the implementation of the Safety Element of the General Plan in that the construction of a new police station assists with the provision of public safety services for the City's residents; and the Project complies with all general plan policies and zoning designation regulations; b) the Project site is located in the City, is approximately 0.55-0.75 acres in size, and the police station is anticipated to be approximately 14,000 square feet in area, and is surrounded by urban uses including other public facilities, commercial uses and residential uses; c) the site has no value as a habitat for endangered species, as it is located in an urbanized area; d) there are no anticipated impacts to traffic, noise, or air quality as the area surrounding the Project site is fully developed and the City currently operates a police station in close

proximity to the Project site; and e) the Project site is located in an urban area and surrounding uses are currently served by all utilities and public services, thereby allowing utilities and public services to also serve the Project site. Accordingly, the City Council approves and adopts the Notice of Exemption for the Project and directs Staff to file same as required by law.

SECTION 3. The City Council hereby awards the construction contract for the Project to Katch Environmental in the amount of \$8,322,577.00, and authorizes the City Manager to execute same, and to take all actions necessary to effectuate this 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 by the City Council of the City of Selma at a regular meeting this 15th day of April, 2019, by the following vote:

AYES:	COUNCILMEMBER:
NOES:	COUNCILMEMBER:
ABSTAIN:	COUNCILMEMBER:
ABSENT:	COUNCILMEMBER:

Scott Robertson, Mayor

ATTEST:

Reyna Rivera, City Clerk

Row Labels	All Parks	Art Center	Art Studio	Basin	Berry Pk	Brentlinger Pk	Chamber of Comm	City Hall	City Hall Annex	Corp Yard	Ditch banks	Downtown	Home	Islands	Lincoln Pk	Little League Pk	LLMD #1	LLMD #11	LLMD #2	LLMD #3	LLMD #4	LLMD #5	LLMD #6	LLMD #7	LLMD #8	Mark's Pond	Medians	Nebraska Pond	Other	Parking Lots	Peter Ringo	Pioneer Village	Pocket Park	Police Dept	Pump Stations	Salazar	Senior Center	Shafer Park	Sidewalks	Signals	Signs	St Lights	Storm Drains	Streets	Trees/Streets	Grand Total			
Asphalt Work																																												35		35			
Birthday Leave													9																																	9			
Cleaning (outside)	101			3	11	10.5		4.5		28	25	52	9	17.5	8		4		35.5	42	7.5			0.5	35	5	15.5	8.5			7	35.5			1	1	24	11				1	12	12		527.5			
Concrete Work																																				14		6							20				
Custodial Work	48.5						1	20.5		10																							22			23					1					126			
Electrical work						22.5		8		15.5																				5	27.5			43			4.5			4		89		1		220			
Graffiti					0.5																																						0.5	8		9			
Hauling/Loading		5.5			0.5			3.5	1	17.5																			8.5													1.5		1.5		39.5			
Inventory										6																																				6			
Leave without pay																												0.5																			0.5		
Mechanical										30																								5.5												35.5			
Meetings						1		9		23																			39																		72		
Mowing/Renovating				0.5	3	15						8.5		11.5	7.5		12		5		4	4			12	1		6.5			4.5	18			3.5		19									135.5			
New Construction	4					6				20		2			0.5																			2		0.5			9	13.5			4			61.5			
Painting										1.25																																			1.5		3.25		
Plumbing			1																												0.5				1		1									3.5			
Pruning																18.5																												4	3	25.5			
Removal					4.5																								2							2			6	1	2	11		10	31		69.5		
Renovating										15																																					15		
Repairing					8	4		4		12.3		2		17.5			10		14	5.5	2.5			4		1	7				3.5	3.5	1	1.5			2	45	1	2	32.5	12		14		209.8			
Sick Leave													10																102																			112	
Spraying					2	8.5				2	3	15		17			8	2	5	7	2	1	2		7.5		2				4	5				1	4			3.5					3		104.5		
Supervision								6		17																				1.5																		24.5	
Survey																																														2		2	
Sweeping												8																																			124		132
Vacation Leave													15.5																																			59.5	
Workman's Comp																													0.5																				0.5
Grand Total	154	5.5	1	3.5	29.5	67.5	1	55.5	1	198	28	87.5	43.5	63.5	16	18.5	34	2	59.5	54.5	16	5	2	4.5	54.5	7	24.5	15	197	6.5	47	62	1	68.5	6.5	12	44.5	89.5	27.5	16	48	116	12.5	220	34	2059			

POLICE DEPARTMENT
BI-WEEKLY COUNCIL UPDATE
(3/29/19 – 4/11/19)

Crime Trends

- Over the 14-day period referenced in this report, total reported crime in the city of Selma went from nine (9) reported crimes the previous two-week period to twenty-four (24), a 166% increase in total reported crime. Of note, the nine (9) reported crimes for the previous two weeks was the lowest two-week total of the calendar year. There were five (5) violent crimes reported during this period, including the city's first homicide of the year, up from the three (3) reported violent crimes the previous period. Two (2) domestic violence cases were reported in the last 14-days, up from zero (0) Domestic Violence Reports during the previous period. The largest increase during this period was in property crimes, which rose from six (6) reported crimes to nineteen (19). Burglary & Larceny reports saw the largest increase, collectively rising for five (5) reported crimes to twenty (20). Despite the increase, the total of twenty-four (24) reports crimes over the two-week period represents on average of 1.7 reported crimes per day for the entire city.

SIGNIFICANT CALLS FOR SERVICE

- On 3/30/19, at approximately 10:15pm, officers responded to 911 calls of several shots fired. On arrival, officer found a 41 yr. old Hispanic male in the roadway. He had sustained numerous gunshot wounds to the torso. He was transported to the hospital (CRMC), where he later succumbed to his injuries. No suspect information is available at this time. The investigation is on going.
- On 3/31/19, at approximately 11:20am, Officers were dispatched to the 2500 blk. of Dennis St. for a report of a subject being shot. When officers arrived on scene, they located a male subject laying in his front yard with what appeared to be a single gunshot wound to the chest area. EMS was dispatched and the victim was transported to CRMC. Suspect vehicle described as a dark vehicle, possibly Honda Accord. Detectives called to the scene for investigation. The victim, who survived his wound, was unable to identify his assailant. The investigation is on going.
- On 4/7/18, at approximately 6:30am, a residential fire occurred at 2048 Sylvia St. The fire caused damage to the northeast side of the residence. The building was tagged by the Fire Department as inhabitable. The sole occupant allows numerous transients access to his home, all of which have been displaced.
- On 4/9/19, at approximately 7:00am, officer dispatched to Fiesta Ins. (2660 Whitson St. #102) for an "Audible Alarm, rear door". When officers arrived on scene, they located the rear door to the business pried open, yellow paint transfers located at the point of entry, and vehicle tire tracks near the back door. Officers checked the interior and found that the safe pried open as well. Missing was approximately \$4000 in cash, several California License Plates, and

2020 Vehicle Registration Tabs. License Plate numbers and Reg. Tab numbers not known at time of report.

Personnel

- **Please see attached Personnel Status Report**

Community Events

- **Bringing Broken Neighborhoods Back to Life continued planning its 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: 4-11-19

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	0	27	6	16	2		2	1			27
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	0	47	12	20	2		8	5			47

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