

## CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
73787	11/07/2019	Printed	AIRGAS USA LLC	OXYGEN CYLINDER RENTAL		1,277.77
73788	11/07/2019	Printed	MARK ALVES / ALVES ELECTRIC	INSTALL PLUGS DOWNTOWN FOR BAND FESTIVAL		270.00
73789	11/07/2019	Printed	AMERICAN AMBULANCE	NOVEMBER 2019 PAYMENT		120,000.00
73790	11/07/2019	Void				
73791	11/07/2019	Void				
73792	11/07/2019	Printed	ARAMARK UNIFORM	UNIFORMS/TOWELS/FIRST AID KITS 9/12-9/26/19		1,232.60
73793	11/07/2019	Printed	LUIS ARANA	PARAMEDIC RECERT REIMBURSEMENT		200.00
73794	11/07/2019	Printed	AT&T	TELEPHONE 10/1/19-10/31/19		244.20
73795	11/07/2019	Printed	JIM AVALOS	LEAGUE CONFERENCE PARKING REIMB.		72.00
73796	11/07/2019	Printed	BENNY BACA / COOL AIR SPECIALTY	FALL SERVICE		2,780.00
73797	11/07/2019	Printed	BANNER PEST CONTROL INC	PEST CONTROL-OCTOBER 2019		441.00
73798	11/07/2019	Printed	CESAR F. BEJARANO / RAPID BOARD UP & CLEAN UP SERVICE	CLEAN UP 2217 ARRANTS	R	500.00
73799	11/07/2019	Printed	JAY WESLEY BROCK / TOP DOG TRAINING CENTER	MONTHLY K9 MAINTENANCE		450.00
73800	11/07/2019	Void	GILBERT CANTU	REIMB. FROM COLONIAL LIFE FOR OVERPAYMENT		0.00
73801	11/07/2019	Printed	ROD CARSEY	PLAN CHECKS-OCTOBER 2019		1,691.82
73802	11/07/2019	Printed	CASCADE FIRE EQUIPMENT COMPANY	REPLACEMENT BATTERY		266.48
73803	11/07/2019	Printed	CDCE INCORPORATED	MDT MONTHLY LEASES-PD		1,555.00
73804	11/07/2019	Printed	CENTRAL SANITARY SUPPLY	JANITORIAL SUPPLIES		689.80
73805	11/07/2019	Printed	CITY OF SANGER FIRE DEPARTMENT	CONSULTING FOR IGT-SEPT 19		693.25
73806	11/07/2019	Printed	COPWARE, INC.	LEGAL SOURCEBOOK		615.00
73807	11/07/2019	Printed	CORIZON HEALTH	CHECK RE-ISSUED- AMBULANCE OVERPAYMENT REIMB		600.77
73808	11/07/2019	Printed	COUNTY OF FRESNO TREASURER	GIS TELECOMMUNICATION CHARGES-SEPT 19		3,055.88
73809	11/07/2019	Printed	DATAPATH LLC	SERVERS & STORAGE, VMWARE LABOR I OF III, NETCARE & ON SITE SUPPORT-NOV 19		63,451.32
73810	11/07/2019	Printed	GONZALO JR CARRASCO DUENAS	POLICE ACADEMY CADET MONTHLY STIPEND -NOV 19		500.00
73811	11/07/2019	Printed	EMPLOYMENT DEVELOPMENT DEPT.	SUI QTRLY PMT 7/1/19-9/30/19		1,916.00
73812	11/07/2019	Printed	ESYN	CHECK RE-ISSUED KAISER GRANT SAL LEAGUE	G	50.00
73813	11/07/2019	Printed	FAMILY HEALTHCARE NETWORK	DRUG TEST -BUILDING DEPT & TB TEST-FD		52.02
73814	11/07/2019	Printed	FIVE CITIES EDA	2ND QUARTER DUES OCT-DEC 19		1,387.72
73815	11/07/2019	Printed	FRESNO CITY COLLEGE	CHAIR RENTALS FOR CABARET		100.00
73816	11/07/2019	Printed	FRESNO POLICE DEPARTMENT	CRIME ANALYST (QRT 1)		6,250.00
73817	11/07/2019	Printed	MAGNOLIA S. JIMENEZ GALLARDO	PHLEBOTOMY SERVICE 19-7186		50.00
73818	11/07/2019	Printed	NESTOR GALVAN	REIMB. DMV MEDICAL FOR CLASS B LICENSE		145.00
73819	11/07/2019	Printed	MICHAEL CALEB GARCIA	TRAINING FUEL EXPENSE REIMB		40.00
73820	11/07/2019	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 9/18/19		1,551.80
73821	11/07/2019	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 9/25/19		1,483.70
73822	11/07/2019	Printed	HEALTHEDGE ADMINISTRATORS INC.	ADMINISTRATIVE FEES-NOV 19		832.95
73823	11/07/2019	Printed	HEWLETT-PACKARD FINANCIAL	LEASE FOR SERVERS 11/1-11/30/19		1,347.37
73824	11/07/2019	Printed	TOMMIE FRED HILL III	REIMB. FOR BEAUTY & THE BEAST COSTUMES & COSTUME DESIGN		450.36
73825	11/07/2019	Printed	KIMBERLY HOUSTON	CABARET PROPS REIMB.		41.50
73826	11/07/2019	Printed	J'S COMMUNICATION INC.	RADIO REMOTE SPEAKER MIC & SERVICE AGREEMENT 11/1-1/31/20		1,615.19
73827	11/07/2019	Printed	JORGENSEN & COMPANY	ANNUAL FIRE EXT SERVICE -FLEET & SALAZAR CENTER		789.80
73828	11/07/2019	Printed	MICHAEL KAIN	MEDICAL PREMIUM REIMB-NOV 19		1,170.90
73829	11/07/2019	Printed	JEFF KESTLY	MEDICAL PREMIUM REIMB-NOV 19		185.78
73830	11/07/2019	Printed	KINGSBURG VETERINARY CLINIC	K9 CREMATION		72.50

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73831	11/07/2019	Printed	KRAZAN & ASSOCIATES, NC.	NEW PD STATION CONSTRUCTION TESTING & INSPECTION SERVICES - SEPT 19	PDSA	7,494.00
73832	11/07/2019	Printed	LEE CENTRAL CALIFORNIA	NOTICES-ST SWEEPER BIDS, ELECTION PH NOV, PLANNING COMMISSION, APPEAL PC ABC CUP 1702 SECOND		814.25
73833	11/07/2019	Printed	LIEBERT, CASSIDY, WHITMORE	ADVICE AFTER INVESTIGATION & GENERAL LEGAL FEES -SEPT 19		7,369.80
73834	11/07/2019	Printed	REYNALDO LOPEZ	BUSINESS LIC OVERPAYMENT REIMB		5.00
73835	11/07/2019	Printed	KYLE SEAN LOWE	BEAUTY & THE BEAST PROMOS & VIDEO		250.00
73836	11/07/2019	Printed	SERGIO MALDONADO	REIMB. OF VEST PLATE CARRIER & MAGEC PATCHES		151.28
73837	11/07/2019	Printed	STEVEN LEE MCINTIRE	MEDICAL PREMIUM REIMB-NOV 19		1,397.68
73838	11/07/2019	Printed	METRO UNIFORM	CODE ENFORCEMENT,FD & PD REVOLVING ACCT, BODY ARMOR, BUGLE FOR FD	PARTIAL R	1,435.56
73839	11/07/2019	Void				
73840	11/07/2019	Printed	OFFICE DEPOT, INC.	OFFICE SUPPLIES		793.81
73841	11/07/2019	Printed	ANTONIO OLIVERA III	CABARET MIRROR ARCHWAY CONSTRUCTION		200.00
73842	11/07/2019	Printed	PG&E	UTILITIES-OCTOBER 2019		44,612.68
73843	11/07/2019	Printed	HAROLD PHILLIPS	RETIREMENT WATCH-SANDERS		271.19
73844	11/07/2019	Printed	PINNACLE TRAINING SYSTEMS	WORKSITE WELLNESS PROGRAM-FD		980.73
73845	11/07/2019	Printed	PITNEY BOWES INC.	POSTAGE MACHINE RENTAL-PD 9/16-12/15/19		204.76
73846	11/07/2019	Printed	PUMA CONSTRUCTION CO, INC.	RETENTION RINGO PARK RESTROOM PROJECT	G	7,037.98
73847	11/07/2019	Printed	SAN JOAQUIN VALLEY AIR POLLUTION	REGISTRATION FOR ST SWEEPER & GRINDER		258.00
73848	11/07/2019	Printed	SPARKLETTS	WATER SERVICE		160.81
73849	11/07/2019	Printed	STATE WATER RESOURCES	ANNUAL PERMIT FEE		8,539.00
73850	11/07/2019	Printed	STERICYCLE, INC.	STERI-SAFE OSHA COMPLIANCE -NOV 19		164.86
73851	11/07/2019	Printed	SUPERIOR VISION INSURANCE INC	VISION INSURANCE-NOV 19		2,062.46
73852	11/07/2019	Printed	TOWNSEND PUBLIC AFFAIRS, INC.	CONSULTING FEES-NOVEMBER 2019		3,500.00
73853	11/07/2019	Printed	TYLER TECHNOLOGIES, INC.	EXECUTIME/ADVANCED SCHEDULING		31.25
73854	11/07/2019	Printed	U.S. BANK CORPORATE PMT SYSTEM	CALCARD CHARGES 9/24-10/22/19		73,876.92
73855	11/07/2019	Printed	UNITY IT	MDT MANAGED SERVICES-SEPT 19 CONVERTER, SWITCH & CABLE		3,451.86
73856	11/07/2019	Printed	USA NORTH	ANNUAL USA MEMBERSHIP		1,446.85
73857	11/07/2019	Printed	VERIZON WIRELESS	AIRCARDS 9/19/19-10/18/19		585.00
					<b>TOTAL</b>	<b>387,215.21</b>

Grant: G

PD Station Bond: PDSB (458)

PD State Appropriation: PDSA (457)

Reimbursement: R



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CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
<b>SUCCESSOR AGENCY</b>						
108	11/07/2019	Printed	NHA ADVISORS LLC	CONSULTING 1994 PFA REVENUE		2,000.00
<b>TOTAL</b>						<b>2,000.00</b>

# US BANK INVOICE FOR CALCARD CHARGES: 9/24/19-10/22/19

## TRANSACTION

EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
CALEB GARCIA	9/24/2019	CIRCLE K, FRESNO CA	FUEL-ACT	269-2100-600.257.000	68.05
CALEB GARCIA	9/25/2019	AMAZON, WA	EQUIPMENT	269-2100-600.250.000	255.43
CALEB GARCIA	9/26/2019	AMAZON, WA	EQUIPMENT	269-2100-600.250.000	227.83
CALEB GARCIA	9/27/2019	HANDI STOP, FRESNO CA	FUEL-ACT	269-2100-600.257.000	66.99
CALEB GARCIA	10/4/2019	SHELL OIL, FRESNO CA	FUEL-ACT	269-2100-600.257.000	74.68
CALEB GARCIA	10/9/2019	CIRCLE K, FRESNO CA	FUEL-ACT	269-2100-600.257.000	77.13
CALEB GARCIA	10/14/2019	CHEVRON, FRESNO CA	FUEL-ACT	269-2100-600.257.000	74.08
CALEB GARCIA	10/17/2019	CHEVRON, FRESNO CA	FUEL-ACT	269-2100-600.257.000	69.25
CALEB GARCIA	10/21/2019	CHEVRON, SELMA CA	FUEL-ACT	269-2100-600.257.000	81.88
CASSY FAIN	10/1/2019	CENTRAL VALLEY GUNS	GUN PURCHASE REVOLVING ACCOUNT -BIBIAN	100-0000-123.010.000	450.00
CHRISTINA ARIAS	9/25/2019	RODOLFO'S	INSURANCE LUNCH WITH COLONIAL	100-1400-610.920.000	151.16
CHRISTINA ARIAS	9/26/2019	G'S RISTORANTE	INSURANCE LUNCH WITH COLONIAL	100-1400-610.920.000	113.73
CHRISTINA ARIAS	10/2/2019	SAVE MART	SNACKS FOR INTERVIEW PANEL	100-1400-610.920.000	34.34
CHRISTINA ARIAS	10/14/2019	SAVE MART	SNACKS FOR INTERVIEW PANEL	100-1400-610.920.000	51.76
CITY OF SELMA SNG RES 1	10/9/2019	STAGE SHOP	FUEL BRIDGEBURG FIRE (STRIKE TEAM)	701-9200-600.257.000	31.94
CITY OF SELMA SNG RES 1	10/10/2019	CHEVRON	FUEL BRIDGEBURG FIRE (STRIKE TEAM)	701-9200-600.257.000	47.66
CITY OF SELMA SNG RES 1	10/12/2019	COARSEGOLD KWIK	FUEL BRIDGEBURG FIRE (STRIKE TEAM)	701-9200-600.257.000	62.01
CITY OF SELMA SNG RES 1	10/13/2019	PIONEER GAS	FUEL BRIDGEBURG FIRE (STRIKE TEAM)	701-9200-600.257.000	49.38
CITY OF SELMA SNG RES 2	10/11/2019	CHASE'S FOOHILL MARIPOSA CA	BRICEBURG FUEL (STRIKE TEAM)	701-9200-600.257.000	45.01
CITY OF SELMA SNG RES 2	10/13/2019	CHASE'S FOOHILL MARIPOSA CA	BRICEBURG FUEL (STRIKE TEAM)	701-9200-600.257.000	56.71
CITY OF SELMA SNG RES 2	10/14/2019	CHASE'S FOOHILL MARIPOSA CA	BRICEBURG FUEL (STRIKE TEAM)	701-9200-600.257.000	37.07
CITY OF SELMA SNG RES 2	10/15/2019	CHASE'S FOOHILL MARIPOSA CA	BRICEBURG FUEL (STRIKE TEAM)	701-9200-600.257.000	36.23
CITY OF SELMA SNG RES 2	10/16/2019	CHASE'S FOOHILL MARIPOSA CA	BRICEBURG FUEL (STRIKE TEAM)	701-9200-600.257.000	50.05
CITY OF SELMA SNG RES 2	10/18/2019	CIRCLE K ATWATER	BRICEBURG FUEL (STRIKE TEAM)	701-9200-600.257.000	64.68
CITY OF SELMA SNG RES 2	10/19/2019	CIRCLE K ATWATER	BRICEBURG FUEL (STRIKE TEAM)	701-9200-600.257.000	34.47
CITY OF SELMA STATION 1	9/24/2019	WALMART	STATION SUPPLIES	100-2525-600.250.000	46.19
CITY OF SELMA STATION 1	9/24/2019	SAVE MART	PROPANE	701-9200-600.257.000	43.37
CITY OF SELMA STATION 1	10/14/2019	NAPA	BOLTS FOR 311	701-9200-600.256.000	2.52
CITY OF SELMA STATION 1	10/17/2019	HOME DEPOT	FUEL FOR SAWS/PART TO FIX HOSE	701-9200-600.257.000	9.81
CITY OF SELMA STATION 1	10/18/2019	HOME DEPOT	SPRINKLER PARTS FOR STATION 1	100-2525-600.250.000	49.61
CITY OF SELMA STATION 2	9/23/2019	WALMART	COFFEE MAKER PURCHASE	100-2525-600.250.000	54.11
CITY OF SELMA STATION 2	9/23/2019	WALMART	COFFEE MAKER	100-2525-600.250.000	32.50
CITY OF SELMA STATION 2	9/23/2019	WALMART	COFFEE MAKER RETURN	100-2525-600.250.000	(54.11)
CITY OF SELMA STATION 2	9/25/2019	WALMART	CAR DUSTER FOR THE ENGINE	100-2525-600.250.000	25.97
CITY OF SELMA STATION 2	9/24/2019	HOME DEPOT	BINDER RACKS -PARTS	100-2525-600.250.000	30.11
CITY OF SELMA STATION 2	10/1/2019	NELSON'S HARDWARE	KEYS CUT FOR RESERVE BUILDING	100-2525-600.250.000	5.84
CITY OF SELMA STATION 2	10/3/2019	HOME DEPOT	STATION SUPPLIES	100-2525-600.250.000	75.23
CITY OF SELMA STATION 2	10/8/2019	HOME DEPOT	STATION 2 SUPPLIES	100-2525-600.250.000	16.93
CITY OF SELMA STATION 2	10/17/2019	NELSON'S HARDWARE	MOP BUCKET	100-2525-600.250.000	75.92



# US BANK INVOICE FOR CALCARD CHARGES: 9/24/19-10/22/19

TRANSACTION					EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
CITY OF SELMA STATION 2		10/17/2019	HOME DEPOT	WASH BRUSHES, POLES, MOP HEADS					100-2525-600.250.000	67.05
CITY OF SELMA STATION 2		10/19/2019	NELSON'S HARDWARE	MOUSE TRAPS AND KEY					100-2525-600.250.000	5.40
CITY OF SELMA STATION 2		10/20/2019	HOME DEPOT	EPOXY AND SUPPLIES FOR TABLE REPAIR					100-2525-600.250.000	96.67
CITY OF SELMA TRAINING DIV		9/28/2019	FAIRFIELD INN SACRAMENTO	HOTEL FOR WILL-TRAINING					100-2525-610.915.000	439.68
CITY OF SELMA TRAINING DIV		10/15/2019	SQ PUMAS TEEZ SELMA	POLOS FOR TRAINING STAFF					100-2500-600.300.000	113.38
CITY OF SELMA TRAINING DIV		10/16/2019	HAMMERHEAD INDUSTRIES	GEAR KEEPER FOR THERMAL IMAGER					100-2525-600.375.000	75.91
DAVID LEWIS		9/26/2019	SURF THRU EXPRESS	FORD POOL CAR WASH/VACUUM					701-9200-600.400.000	8.00
DAVID LEWIS		10/2/2019	OFFICE DEPOT	DIGITAL CAMERA FOR BUILDING INSPECTOR					100-3200-600.250.000	139.51
DAVID LEWIS		10/17/2019	HOME DEPOT	STORAGE BINS FOR PLANNING					100-1600-600.250.000	57.45
DEBBIE GOMEZ		9/26/2019	BATTERY JUNCTION	BATTERIES					100-2200-600.250.000	170.20
DEBBIE GOMEZ		9/26/2019	DASH MEDICAL	LATEX GLOVES					100-2200-600.250.000	457.11
DEBBIE GOMEZ		9/26/2019	LYNN PEAVEY	NIK KITS, GUN BOX, ZIP TIES					100-2200-600.250.000	420.90
DEBBIE GOMEZ		10/4/2019	BEST BUY	DIGITAL VOICE RECORDERS					100-2200-600.250.000	444.69
DEBBIE GOMEZ		10/9/2019	LYNN PEAVEY	NIK KITS, EVIDENCE BAGS					100-2200-600.250.000	376.70
FINANCE DEPT		10/14/2019	CSMFO	CSMFO CHAPTER MEETING					100-1600-610.920.000	50.00
FINANCE DEPT		10/14/2019	LEAGUE OF CALIFORNIA CITIES	2019 MUNICIPAL FINANCE INSTITUTE					100-1600-610.920.000	400.00
FRANK SANTILLAN		9/24/2019	NELSON'S HARDWARE	EVIDENCE LOCKER KEY/SGT FAIN					100-2100-600.250.000	9.73
GEORGE SIPIN		10/15/2019	NELSON'S ACE HARDWARE	PLUGS FOR AIR FITTINGS-STOCK					603-5500-600.250.000	15.13
GEORGE SIPIN		10/8/2019	NELSON'S ACE HARDWARE	TURNBUCKLE FOR PARKING BRAKE-STOCK					603-5500-600.250.000	26.89
GEORGE SIPIN		10/16/2019	NELSON'S ACE HARDWARE	PARTS FOR E-BRAKE CABLE-STOCK					603-5500-600.250.000	51.50
GEORGE SIPIN		10/17/2019	NELSON'S ACE HARDWARE	BURRING TOOLS-STOCK					603-5500-600.305.000	52.05
GEORGE SIPIN		10/7/2019	AMAZON.COM	TAMPER SEALS/ZIP TIES FOR FIRE EXTINGUISHERS					603-5500-600.250.000	16.26
GEORGE SIPIN		9/23/2019	A-1 AUTO ELECTRIC	PRESSURE TRANSDUCER-STOCK					603-5500-600.250.000	443.99
GEORGE SIPIN		10/7/2019	NAPA AUTO PARTS	CORE DEPOSIT (INV.#715378)					603-5500-600.250.000	(53.70)
GEORGE SIPIN		10/1/2019	NAPA AUTO PARTS	WINDSHIELD WASH-STOCK (INV#746763)					603-5500-600.250.000	(17.05)
GEORGE SIPIN		10/7/2019	NAPA AUTO PARTS	CORE DEPOSIT (INV 734454)					603-5500-600.250.000	(6.83)
GEORGE SIPIN		10/3/2019	NAPA AUTO PARTS	HEATER CORE-RT#120					603-5500-600.256.000	53.45
GEORGE SIPIN		10/8/2019	NAPA AUTO PARTS	DISC PADS-STOCK					603-5500-600.250.000	223.68
GEORGE SIPIN		10/1/2019	NAPA AUTO PARTS	BELTS, SD PAPER-STOCK					603-5500-600.250.000	381.04
GEORGE SIPIN		10/1/2019	NAPA AUTO PARTS	DISC PADS, WINDSHIELD WASH-STOCK					603-5500-600.250.000	459.98
GEORGE SIPIN		10/3/2019	NAPA AUTO PARTS	BRAKE PADS-STOCK					603-5500-600.250.000	527.12
GEORGE SIPIN		9/26/2019	NAPA AUTO PARTS	BRAKES/ROTORS-RT#171					603-5500-600.256.000	983.91
GEORGE SIPIN		9/23/2019	ARMANDO'S SMOG	SMOG-RT#130					603-5500-600.400.000	70.00
GEORGE SIPIN		10/17/2019	ARMANDO'S SMOG	SMOG-RT#115					603-5500-600.400.000	610.00
GEORGE SIPIN		10/16/2019	O'REILLY AUTO SUPPLY	P/S PUMP, MICRO V-BELT-STOCK					603-5500-600.250.000	(189.56)
GEORGE SIPIN		10/16/2019	O'REILLY AUTO SUPPLY	STOPLIGHT SWITCH-STOCK					603-5500-600.250.000	9.18
GEORGE SIPIN		10/8/2019	O'REILLY AUTO SUPPLY	DISC BRAKE KITS-STOCK					603-5500-600.250.000	18.25
GEORGE SIPIN		10/15/2019	O'REILLY AUTO SUPPLY	RANGURD BEAM-RT#200					603-5500-600.256.000	34.67
GEORGE SIPIN		10/15/2019	O'REILLY AUTO SUPPLY	HEADLIGHT BULBS-STOCK					603-5500-600.250.000	46.43



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TRANSACTION					
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
GEORGE SIPIN	10/9/2019	O'REILLY AUTO SUPPLY	RELAYS-STOCK	603-5500-600.250.000	58.79
GEORGE SIPIN	10/2/2019	O'REILLY AUTO SUPPLY	PIN BOOT KIT-STOCK	603-5500-600.250.000	65.35
GEORGE SIPIN	10/3/2019	O'REILLY AUTO SUPPLY	WINDSHIELD REPAIR KIT-STOCK	603-5500-600.250.000	97.56
GEORGE SIPIN	10/2/2019	O'REILLY AUTO SUPPLY	CERAMIC PADS, BRAKE PADS-STOCK	603-5500-600.250.000	102.89
GEORGE SIPIN	10/2/2019	O'REILLY AUTO SUPPLY	WIPER BLADES-STOCK	603-5500-600.250.000	107.93
GEORGE SIPIN	10/7/2019	O'REILLY AUTO SUPPLY	WINDSHIELD REPAIR KITS-STOCK	603-5500-600.250.000	162.60
GEORGE SIPIN	10/16/2019	O'REILLY AUTO SUPPLY	P/S PUMP, MICRO V-BELT-STOCK	603-5500-600.250.000	189.56
GEORGE SIPIN	10/1/2019	O'REILLY AUTO SUPPLY	ROTORS/AIR FILTERS-STOCK	603-5500-600.250.000	267.67
GEORGE SIPIN	10/16/2019	O'REILLY AUTO SUPPLY	BATTERY, TRANS FILTER, BRK CLN-STOCK	603-5500-600.250.000	473.29
GEORGE SIPIN	10/9/2019	O'REILLY AUTO SUPPLY	IGN COIL, FILTER KITS, HUB ASSY-STOCK	603-5500-600.250.000	622.26
GEORGE SIPIN	10/2/2019	O'REILLY AUTO SUPPLY	TRANS/AIR/OIL FILTERS-STOCK	603-5500-600.250.000	741.63
GEORGE SIPIN	10/3/2019	LES SCHWAB	INSTALL 4 NEW TIRES-RT#144	603-5500-600.400.000	593.34
GEORGE SIPIN	10/17/2019	WALMART	JANITORIAL SUPPLIES	603-5500-600.250.000	27.18
GEORGE SIPIN	10/4/2019	WALMART	RESTROOM SUPPLIES	603-5500-600.250.000	58.19
GEORGE SIPIN	9/30/2019	TNT FAST LUBE	TOWING SERVICE-RT#154	603-5500-600.400.000	500.00
GEORGE SIPIN	10/17/2019	MICHAEL AUTOMOTIVE CENTER	SENSOR-RT#182	603-5500-600.256.000	7.97
GEORGE SIPIN	10/8/2019	MICHAEL AUTOMOTIVE CENTER	BLOCK ASSEMBLY-STOCK	603-5500-600.250.000	154.22
GEORGE SIPIN	10/10/2019	MICHAEL AUTOMOTIVE CENTER	RESERVOIR-RT#120	603-5500-600.256.000	156.39
GEORGE SIPIN	10/8/2019	MICHAEL AUTOMOTIVE CENTER	CLAMP,GASKET-RT#118	603-5500-600.256.000	202.69
GEORGE SIPIN	10/9/2019	MICHAEL AUTOMOTIVE CENTER	HEADLAMP-RT#149	603-5500-600.256.000	500.87
GEORGE SIPIN	10/7/2019	COUNTRY TIRE & WHEEL	REPAIR 4 FLAT TIRES	603-5500-600.400.000	101.61
GEORGE SIPIN	9/25/2019	COUNTRY TIRE & WHEEL	RESTOCK TIRES	603-5500-600.250.000	178.66
GEORGE SIPIN	10/8/2019	COUNTRY TIRE & WHEEL	RESTOCK TIRES	603-5500-600.250.000	918.26
GEORGE SIPIN	10/10/2019	COUNTRY TIRE & WHEEL	RESTOCK TIRES	603-5500-600.250.000	1,071.96
GEORGE SIPIN	10/15/2019	COUNTRY TIRE & WHEEL	RESTOCK TIRES	603-5500-600.250.000	1,088.15
GEORGE SIPIN	10/10/2019	COUNTRY TIRE & WHEEL	RESTOCK TIRES	603-5500-600.250.000	1,735.52
GEORGE SIPIN	10/3/2019	POWER TRANSMISSION & SUPPLY	CABLE FOR PARKING BRAKE ASSY-STOCK	603-5500-600.250.000	169.54
GEORGE SIPIN	10/14/2019	FRONTIER FASTENER	FASTNERS,NUTS,SCREWS-STOCK	603-5500-600.250.000	56.63
GEORGE SIPIN	9/30/2019	FRONTIER FASTENER	WASHER/MAGNUM BITS-STOCK	603-5500-600.250.000	63.23
GEORGE SIPIN	10/8/2019	SAFETY-KLEEN SYSTEMS, INC	OIL RECYCLING FEE	603-5500-600.400.000	286.00
GEORGE SIPIN	10/15/2019	ALL AMERICAN GLASS	REPAIR GLASS-RT#188	603-5500-600.400.000	85.00
GEORGE SIPIN	9/27/2019	THERMO KING OF CENTRAL	SERVICE COMPRESSOR-RT#194	603-5500-600.400.000	2,265.13
GEORGE SIPIN	9/24/2019	QUALITY ALIGNMENT	FRONT END ALIGNMENT-RT#161	603-5500-600.400.000	85.00
GEORGE SIPIN	10/9/2019	QUALITY ALIGNMENT	INSTALL AIR TANK BRACKETS-RT#200	603-5500-600.400.000	680.00
GEORGE SIPIN	10/7/2019	TRUCKPRO, LLC	REMAN AD9 CARTRIDGE-(INV.#1310010898)	603-5500-600.250.000	(362.80)
GEORGE SIPIN	10/8/2019	TRUCKPRO, LLC	REMAN AD9 CARTRIDGE-STOCK	603-5500-600.250.000	644.93
GEORGE SIPIN	10/14/2019	COALINGA TIRES, LLC	REPAIR TIRE-RT#154	603-5500-600.400.000	15.00
JACOB PUMAREJO	10/9/2019	METRO	POLICE REVOLVING ACCT -PUMAREJO	100-0000-123.010.000	45.80
JACOB PUMAREJO	10/9/2019	METRO	POLICE REVOLVING ACCT -AYALA	100-0000-123.010.000	114.88



# US BANK INVOICE FOR CALCARD CHARGES: 9/24/19-10/22/19

TRANSACTION					
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
JACOB PUMAREJO	10/9/2019	5.11	POLICE REVOLVING ACCT -AYALA	100-0000-123.010.000	161.94
JACOB PUMAREJO	10/9/2019	5.11	POLICE REVOLVING ACCT -PUMAREJO	100-0000-123.010.000	161.94
JACOB PUMAREJO	10/15/2019	METRO	HOLT K9 HOLSTER	100-2200-600.250.000	200.46
JACOB PUMAREJO	10/17/2019	METRO	POLICE REVOLVING ACCT -PUMAREJO	100-0000-123.010.000	30.45
JACOB PUMAREJO	10/17/2019	METRO	POLICE REVOLVING ACCT -AYALA	100-0000-123.010.000	30.45
KELLI TELLEZ	9/24/2019	FAIRFIELD INN SACRAMENTO	HOTEL ROOM FOR WILL-DEPOSIT	100-2525-610.915.000	95.00
KELLI TELLEZ	9/24/2019	FAIRFIELD INN SACRAMENTO	HOTEL ROOM FOR WILL-DEPOSIT (CREDIT)	100-2525-610.915.000	(95.00)
KELLI TELLEZ	9/30/2019	AMAZON	OFFICE SUPPLIES	100-2525-600.250.000	9.53
KELLI TELLEZ	10/1/2019	AMAZON	OFFICE SUPPLIES	100-2525-600.250.000	12.96
KELLI TELLEZ	10/1/2019	AMAZON	GLASS CLEANER	100-2525-600.250.000	12.69
KELLI TELLEZ	10/1/2019	AMAZON	OFFICE SUPPLIES	100-2525-600.250.000	3.98
KELLI TELLEZ	10/4/2019	AMAZON	TONER CARTRIDGE-PRINTER FOR STATION	100-2525-600.250.000	137.64
KELLI TELLEZ	10/9/2019	AMAZON	TOILET PAPER FOR STATION	100-2525-600.250.000	48.28
KELLI TELLEZ	10/9/2019	AMAZON	ALUMINUM CLIPBOARD-STRIKE TEAM	100-2525-600.250.000	23.41
KELLI TELLEZ	10/14/2019	HOME DEPOT	LASER MEASURER	100-2550-600.250.000	86.75
MATTHEW HUGHES	9/25/2019	GEIGER	COFFEE WITH A COP SUPPLIES/DISPLAYS	100-2100-600.250.000	381.43
MATTHEW HUGHES	10/1/2019	WALMART	COFFEE WITH A COP SUPPLIES/DISPLAYS	100-2100-600.250.000	32.52
MATTHEW HUGHES	10/11/2019	AMAZON	SUPPLY/EQUIPMENT STORAGE	100-2100-600.250.000	43.37
MIKAL KIRCHNER	9/23/2019	CA PARK SOCIETY	KIRCHNER CONFERENCE REGISTRATION	100-4700-610.920.000	450.00
MIKAL KIRCHNER	9/24/2019	SMART N FINAL	SENIOR SUPPLIES	100-4500-600.250.000	50.56
MIKAL KIRCHNER	9/24/2019	SMART N FINAL	SENIOR TRIP CANDY	805-0000-226.000.000	165.33
MIKAL KIRCHNER	9/25/2019	ASCAP	LICENSE FEE TAX FOR MUSIC RIGHTS	100-4100-600.400.000	4.06
MIKAL KIRCHNER	9/24/2019	NELSON'S HARDWARE	FACILITY ALARM BATTERIES	100-4300-600.250.000	25.14
MIKAL KIRCHNER	9/27/2019	THE TONE SHOP	SENIOR CENTER AMPLIFIER REPAIR	100-4200-600.400.000	75.00
MIKAL KIRCHNER	10/7/2019	NELSON'S HARDWARE	ART CENTER MOTION BATTERY REPLACEMENT	100-4300-600.250.000	8.67
MIKAL KIRCHNER	10/9/2019	NELSON'S HARDWARE	SENIOR CENTER KILN GLOVES FOR FIRING	100-4200-600.250.000	16.49
MIKAL KIRCHNER	10/9/2019	NELSON'S HARDWARE	ART CENTER FIRE ALARM BATTERY	605-4300-600.250.000	23.52
MIKAL KIRCHNER	10/10/2019	AMAZON	FACILITY BACK-UP ALARM BATTERIES	100-4100-600.250.000	58.38
MIKAL KIRCHNER	10/17/2019	BIG 5	SENIOR CENTER POOL TABLE COVER	100-4200-600.250.000	21.68
MIKAL KIRCHNER	10/18/2019	FRESNO ECONOMIC COMM.	SENIOR CENTER SITE SUPPLIES	100-4500-600.250.000	146.59
MIKAL KIRCHNER	10/18/2019	FRESNO ECONOMIC COMM.	SENIOR CENTER SITE SUPPLIES	100-4500-600.250.000	156.42
MIKAL KIRCHNER	10/18/2019	FRESNO ECONOMIC COMM.	SENIOR CENTER AUGUST MEALS	100-4500-600.400.000	1,801.58
MIKAL KIRCHNER	10/18/2019	FRESNO ECONOMIC COMM.	SENIOR CENTER SEPTEMBER MEALS	100-4500-600.400.000	1,855.10
MIKAL KIRCHNER	10/10/2019	AMAZON	BEAUTY AND THE BEAST RETURNED ITEMS	605-4300-656.540.031	(46.99)
MYRON DYCK	9/23/2019	SOUTHERN FOLGER	REFUND -ALREADY PAID WITH CHECK	100-2100-600.250.000	(172.48)
MYRON DYCK	9/26/2019	SUNNYSIDE TROPHY	PLAQUE FOR FMCPCA CITIZEN AWARD	100-2100-600.250.000	43.19
MYRON DYCK	9/30/2019	NELSON'S HARDWARE	KEYS TO DETECTIVE TRAILER FOR SGT	100-2100-600.250.000	5.84
NESTOR GALVAN	9/24/2019	NELSON'S ACE HARDWARE	KEY RING FOR CELL KEYS @ PD	701-9200-600.250.000	2.92
NESTOR GALVAN	10/14/2019	NELSON'S ACE HARDWARE	STARTER-REWIND-UNIT #4408	701-9200-600.256.000	24.06



# US BANK INVOICE FOR CALCARD CHARGES: 9/24/19-10/22/19

TRANSACTION					
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
NESTOR GALVAN	10/14/2019	NELSON'S ACE HARDWARE	THROTTLE CONTROL-UNIT #4010	701-9200-600.256.000	275.63
NESTOR GALVAN	10/18/2019	AMAZON.COM	AMAZON MEMBERSHIP FEE	701-9200-600.400.000	14.09
NESTOR GALVAN	10/11/2019	NAPA AUTO PARTS	ATM-30 FUSE-UNIT #8510	701-9200-600.256.000	3.55
NESTOR GALVAN	10/15/2019	NAPA AUTO PARTS	CONNECTOR-2202	701-9200-600.256.000	11.92
NESTOR GALVAN	10/15/2019	NAPA AUTO PARTS	DIODE LED GROM-AIR COMPRESSOR TRAILER	701-9200-600.256.000	28.92
NESTOR GALVAN	10/3/2019	NAPA AUTO PARTS	SP TOOL	701-9200-600.305.000	37.62
NESTOR GALVAN	9/23/2019	NAPA AUTO PARTS	SPARK PLUGS-WEED EATERS, BLOWERS	701-9200-600.256.000	39.81
NESTOR GALVAN	10/15/2019	NAPA AUTO PARTS	SWAY BAR LINK-UNIT #185	701-9200-600.256.000	83.42
NESTOR GALVAN	9/25/2019	NAPA AUTO PARTS	EXMARK DAMPER-UNIT #3205	701-9200-600.256.000	114.53
NESTOR GALVAN	9/26/2019	NAPA AUTO PARTS	OIL/AIR FILTERS	701-9200-600.256.000	163.12
NESTOR GALVAN	9/26/2019	NAPA AUTO PARTS	TRACS BILLING-AUGUST	701-9200-600.400.000	349.50
NESTOR GALVAN	10/9/2019	NAPA AUTO PARTS	OIL/AIR/FUEL FILTERS	701-9200-600.256.000	416.52
NESTOR GALVAN	10/4/2019	KIMBALL MIDWEST	PLUGS	701-9200-600.256.000	47.69
NESTOR GALVAN	10/17/2019	O'REILLY AUTO SUPPLY	CORE RETURN	701-9200-600.256.000	(44.00)
NESTOR GALVAN	10/16/2019	O'REILLY AUTO SUPPLY	KEY BATTERY-UNIT #316	701-9200-600.256.000	5.96
NESTOR GALVAN	10/16/2019	O'REILLY AUTO SUPPLY	BATTERIES FOR REMOTE CONTROLS	701-9200-600.256.000	18.42
NESTOR GALVAN	9/24/2019	O'REILLY AUTO SUPPLY	BRAKE LEVEL SENSOR-UNIT #722	701-9200-600.256.000	31.28
NESTOR GALVAN	10/17/2019	O'REILLY AUTO SUPPLY	AD ACTUATOR-UNIT #227	701-9200-600.256.000	38.32
NESTOR GALVAN	10/9/2019	O'REILLY AUTO SUPPLY	AIR BLOW GUN	701-9200-600.305.000	46.32
NESTOR GALVAN	9/24/2019	O'REILLY AUTO SUPPLY	DEF FLUID-STOCK	701-9200-600.254.000	54.18
NESTOR GALVAN	9/25/2019	O'REILLY AUTO SUPPLY	GREASE JOINT REJUVENATOR	701-9200-600.305.000	66.26
NESTOR GALVAN	9/24/2019	O'REILLY AUTO SUPPLY	BOOT KIT, SPARK PLUGS-UNIT #181	701-9200-600.256.000	79.56
NESTOR GALVAN	10/17/2019	O'REILLY AUTO SUPPLY	BATTERY-STOCK	701-9200-600.256.000	103.24
NESTOR GALVAN	10/3/2019	O'REILLY AUTO SUPPLY	MULTI PURPOSE SWITCH-UNIT #718	701-9200-600.256.000	124.30
NESTOR GALVAN	9/25/2019	O'REILLY AUTO SUPPLY	FLUID EVACUATOR	701-9200-600.305.000	141.99
NESTOR GALVAN	10/9/2019	O'REILLY AUTO SUPPLY	SPILL KITS	701-9200-600.250.000	162.66
NESTOR GALVAN	10/2/2019	O'REILLY AUTO SUPPLY	FAN ASSY/OUTLET SEAT-UNIT #170	701-9200-600.256.000	197.87
NESTOR GALVAN	10/15/2019	O'REILLY AUTO SUPPLY	BATTERY-UNIT #1315	701-9200-600.256.000	281.41
NESTOR GALVAN	9/30/2019	O'REILLY AUTO SUPPLY	CLOCK SPRING-UNIT #718	701-9200-600.256.000	287.46
NESTOR GALVAN	10/16/2019	O'REILLY AUTO SUPPLY	CAPSULES, BATTERIES	701-9200-600.256.000	534.93
NESTOR GALVAN	10/2/2019	HOME DEPOT	HICKORY AXE HANDLE	701-9200-600.250.000	17.23
NESTOR GALVAN	10/17/2019	HOME DEPOT	SEED SPREADER FOR PW	701-9200-600.305.000	38.60
NESTOR GALVAN	10/14/2019	NELSON'S POWER CENTER	DIAGNOSTIC CHARGE-UNIT #4016	701-9200-600.457.000	30.00
NESTOR GALVAN	10/14/2019	NELSON'S POWER CENTER	GUARD ASSEMBLY FOR EDGERS	701-9200-600.256.000	122.82
NESTOR GALVAN	10/14/2019	NELSON'S POWER CENTER	GEAR HEAD-UNIT #4104	701-9200-600.256.000	180.34
NESTOR GALVAN	10/14/2019	NELSON'S POWER CENTER	AIR FILTER/PULLEY-UNIT #4100	701-9200-600.256.000	185.42
NESTOR GALVAN	10/8/2019	THE MOWERS EDGE	SPRING RETAINER PLATE-UNIT #4100	701-9200-600.256.000	2.79
NESTOR GALVAN	10/8/2019	THE MOWERS EDGE	2 CYCLE FUEL	701-9200-600.256.000	328.07
NESTOR GALVAN	10/1/2019	COOK'S COMMUNICATION	REPAIR PA SYSTEM-UNIT #181	701-9200-600.457.000	107.23



# US BANK INVOICE FOR CALCARD CHARGES: 9/24/19-10/22/19

TRANSACTION					
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
NESTOR GALVAN	10/21/2019	GCS ENVIRONMENTAL EQUIPMENT	BOLT EYE/MANUAL/SPRINGS-UNIT #1315	701-9200-600.256.000	334.68
NESTOR GALVAN	10/14/2019	GCS ENVIRONMENTAL EQUIPMENT	BROOM W/HUB-UNIT #1315	701-9200-600.256.000	754.83
NESTOR GALVAN	10/1/2019	GCS ENVIRONMENTAL EQUIPMENT	GUTTER BROOM/SEAL KIT-UNIT #1315	701-9200-600.256.000	876.02
NESTOR GALVAN	10/15/2019	ASBURY ENVIRONMENTAL	USED METAL OIL/FUEL FILTER-DISPOSAL	701-9200-600.400.000	55.00
NESTOR GALVAN	10/15/2019	ASBURY ENVIRONMENTAL	USED OIL DISPOSAL	701-9200-600.400.000	65.00
NESTOR GALVAN	10/15/2019	ASBURY ENVIRONMENTAL	FILTERS, 55 GAL DRUM-DISPOSAL	701-9200-600.400.000	166.41
NESTOR GALVAN	10/21/2019	A&E INDUSTRIAL CLEANING	SERVICE PRESSURE WASHER-UNIT #2411	701-9200-600.375.000	133.50
NESTOR GALVAN	10/1/2019	ROADLINE PRODUCTS	AIRLESS COUPLED HOSES/VALVES-UNIT #2410	701-9200-600.256.000	948.88
NESTOR GALVAN	9/27/2019	ELBERT DISTRIBUTING INC.	AUTO TRANS KITS	701-9200-600.256.000	113.40
NESTOR GALVAN	9/26/2019	TIFCO INDUSTRIES	3 GAL WATER COOLER	701-9200-600.250.000	63.07
NESTOR GALVAN	9/25/2019	TIFCO INDUSTRIES	WIRE STRIPPER	701-9200-600.256.000	106.66
NESTOR GALVAN	10/15/2019	TIFCO INDUSTRIES	6 MEASURING WHEEL	701-9200-600.256.000	178.65
NESTOR GALVAN	10/14/2019	TIFCO INDUSTRIES	3 GALLON WATER COOLERS	701-9200-600.250.000	198.59
NESTOR GALVAN	10/8/2019	TIFCO INDUSTRIES	AIR FRESHENERS	701-9200-600.250.000	202.88
NESTOR GALVAN	9/26/2019	TIFCO INDUSTRIES	MEASURING WHEELS	701-9200-600.305.000	390.92
NESTOR GALVAN	9/26/2019	TIFCO INDUSTRIES	PUSH BROOM/WOODEN HANWITCH	701-9200-600.250.000	453.02
NESTOR GALVAN	10/16/2019	TIFCO INDUSTRIES	SPILL CONTROL PALLETS	701-9200-600.256.000	683.29
NESTOR GALVAN	10/15/2019	COUNTRY TIRE & WHEEL	RESTOCK TIRES	701-9200-600.255.000	2,039.59
NESTOR GALVAN	9/24/2019	CAMACHO TIRES	INSTALL TPMS SENSOR-UNIT #181	701-9200-600.457.000	115.00
NESTOR GALVAN	9/24/2019	CAMACHO TIRES	INSTALL NEW TIRE-UNIT #181	701-9200-600.255.000	240.00
NESTOR GALVAN	10/8/2019	CAMACHO TIRES	NEW TIRE INSTALLATION-UNIT #1000	701-9200-600.255.000	310.00
NESTOR GALVAN	9/23/2019	CAMACHO TIRES	INSTALL NEW TIRE-UNIT#183	701-9200-600.255.000	310.00
NESTOR GALVAN	10/15/2019	CAMACHO TIRES	NEW TIRES-UNIT #1208	701-9200-600.255.000	480.00
NESTOR GALVAN	10/3/2019	CAMACHO TIRES	INSTALL 2 NEW TIRES-UNIT #199	701-9200-600.255.000	620.00
NESTOR GALVAN	9/23/2019	CAMACHO TIRES	INSTALL 3 NEW TIRES-UNIT#183	701-9200-600.255.000	930.00
NESTOR GALVAN	10/3/2019	CAMACHO TIRES	INSTALL 4 NEW TIRES-UNIT #180	701-9200-600.255.000	960.00
NESTOR GALVAN	10/3/2019	CAMACHO TIRES	6 NEW TIRES-UNIT #1209	701-9200-600.255.000	2,610.00
NESTOR GALVAN	10/15/2019	LIBERTY AUTO GLASS	REPAIR BACK WINDOW-UNIT #503	701-9200-600.457.000	250.00
NESTOR GALVAN	9/23/2019	LAWRENCE TRACTOR CO INC	PARTS-STOCK	701-9200-600.256.000	478.06
NESTOR GALVAN	10/1/2019	FAST UNDERCAR	ROTORS & PADS	701-9200-600.256.000	339.95
NESTOR GALVAN	9/24/2019	SNAP-ON INDUSTRIAL	COOL SYS PRESSURE TESTER	701-9200-600.305.000	172.62
NESTOR GALVAN	9/26/2019	SNAP-ON INDUSTRIAL	COOL SYS ADAPTER SET/ADAPTER	701-9200-600.256.000	313.16
NESTOR GALVAN	9/24/2019	SNAP-ON INDUSTRIAL	TORQ WR 1/2 ELEC	701-9200-600.305.000	434.92
NESTOR GALVAN	9/23/2019	DERRIN GIBBS INDUSTRIAL	HYDRAULIC CYLINDER REPAIR-UNIT #8653	701-9200-600.457.000	973.15
NESTOR GALVAN	10/16/2019	SK AUTOBODY	BODY SHOP REPAIRS-UNIT #725	701-9200-600.457.000	3,500.00
NESTOR GALVAN	9/30/2019	SANDERS SCREEN CRAFT & DIGITAL	INSTALL CHEVRON STRIPING-UNIT #8511	701-9200-600.400.000	576.95
NESTOR GALVAN	10/8/2019	ADVANCED EMISSION CONTROL	DFF CLEANING/REMOVAL	701-9200-600.457.000	609.95
NICOLETTE ANDERSEN	9/25/2019	NELSON ACE HARDWARE	BB- BATTERIES	605-4300-656.540.031	67.21
NICOLETTE ANDERSEN	9/25/2019	SAMUEL FRENCH	ZOMBI PROM PERFORMANCE RIGHTS	605-4300.656.540.034	644.00



# US BANK INVOICE FOR CALCARD CHARGES: 9/24/19-10/22/19

TRANSACTION					EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
					NICOLETTE ANDERSEN	9/26/2019	BATTERIES PLUS	BB- BATTERIES	605-4300-656.540.031	209.90
					NICOLETTE ANDERSEN	9/26/2019	WALMART	BB- SNACK BAR SUPPLIES	605-4300-656.540.031	56.57
					NICOLETTE ANDERSEN	9/27/2019	ENVATOMARKET	BB- SOUND EFFECTS	605-4300-656.540.031	10.00
					NICOLETTE ANDERSEN	9/27/2019	SAMUEL FRENCH	PUFFS PERFORMANCE RIGHTS	605-4300-656.540.035	1,860.00
					NICOLETTE ANDERSEN	9/27/2019	SAVEMART	BB-SNACK BAR SUPPLIES	605-4300-656.540.031	122.38
					NICOLETTE ANDERSEN	9/29/2019	SAVEMART	BB-SNACK BAR SUPPLIES	605-4300-656.540.031	64.90
					NICOLETTE ANDERSEN	10/3/2019	AMAZON	COSTUME RETURN	605-4300-656.540.031	(43.32)
					NICOLETTE ANDERSEN	10/4/2019	AMAZON	COSTUME SUPPLY RETURN	605-4300-656.540.031	(14.44)
					NICOLETTE ANDERSEN	10/4/2019	AMAZON	COSTUME SUPPLY RETURN	605-4300-656.540.031	(8.67)
					NICOLETTE ANDERSEN	10/4/2019	AMAZON	COSTUME SUPPLY RETURN	605-4300-656.540.031	(11.88)
					NICOLETTE ANDERSEN	10/4/2019	AMAZON	COSTUME SUPPLY RETURN	605-4300-656.540.031	(48.78)
					NICOLETTE ANDERSEN	10/4/2019	AMAZON	COSTUME SUPPLY RETURN	605-4300-656.540.031	(10.99)
					NICOLETTE ANDERSEN	10/4/2019	AMAZON	COSTUME SUPPLY RETURN	605-4300-656.540.031	(10.99)
					NICOLETTE ANDERSEN	10/4/2019	AMAZON	COSTUME SUPPLY RETURN	605-4300-656.540.031	(47.98)
					NICOLETTE ANDERSEN	10/4/2019	AMAZON	COSTUME SUPPLY RETURN	605-4300-656.540.031	(14.99)
					NICOLETTE ANDERSEN	10/4/2019	AMAZON	COSTUME SUPPLY RETURN	605-4300-656.540.031	(44.97)
					NICOLETTE ANDERSEN	10/4/2019	AMAZON	COSTUME SUPPLY RETURN	605-4300-656.540.031	(10.99)
					NICOLETTE ANDERSEN	10/3/2019	WALMART	BB-SNACK BAR SUPPLIES	605-4300-656.540.031	85.07
					NICOLETTE ANDERSEN	10/4/2019	SAVEMART	BB-SNACK BAR SUPPLIES	605-4300-656.540.031	44.44
					NICOLETTE ANDERSEN	10/4/2019	MUSICAL THEATER INTERN	TARZAN PERFORMANCE RIGHTS DEPT	605-4300-656.540.036	400.00
					NICOLETTE ANDERSEN	10/9/2019	AMAZON	AMAZON PRIME	605-4300-600.400.000	14.09
					NICOLETTE ANDERSEN	10/10/2019	AMAZON	CAB- COSTUMES	605-4300-456.540.032	18.43
					NICOLETTE ANDERSEN	10/9/2019	NELSON ACE HARDWARE	BATTERIES FOR ALARM	605-4300-600.250.000	50.74
					NICOLETTE ANDERSEN	10/10/2019	AMAZON	GLOW TAPE FOR STAGE	605-4300-600.250.000	10.75
					NICOLETTE ANDERSEN	10/11/2019	AMAZON	CAB- COSTUMES	605-4300-456.540.032	650.80
					NICOLETTE ANDERSEN	10/12/2019	AMAZON	CAB-COSTUMES	605-4300-456.540.032	108.40
					NICOLETTE ANDERSEN	10/14/2019	AMAZON	CAB-COSTUMES	605-4300-456.540.032	20.05
					NICOLETTE ANDERSEN	10/14/2019	AMAZON	CAB-COSTUMES	605-4300-456.540.032	316.19
					NICOLETTE ANDERSEN	10/14/2019	AMAZON	CAB-COSTUMES	605-4300-456.540.032	45.48
					NICOLETTE ANDERSEN	10/14/2019	AMAZON	CAB-COSTUMES	605-4300-456.540.032	260.99
					NICOLETTE ANDERSEN	10/14/2019	AMAZON	CAB-COSTUMES	605-4300-456.540.032	41.18
					NICOLETTE ANDERSEN	10/16/2019	OFFICEMAX/DEPOT	BMC- SCRIPT RETURN FEDEX	605-4300-656.540.030	53.11
					NICOLETTE ANDERSEN	10/17/2019	OFFICEMAX/DEPOT	BB- SCRIPT RETURN FEDEX	605-4300-656.540.031	31.35
					NICOLETTE ANDERSEN	10/19/2019	THE HOME DEPOT	CAB - BLACK PAINT FOR STAGE	605-4300-456.540.032	66.10
					NICOLETTE ANDERSEN	10/18/2019	ORNAMENTAL IRON SUPPLY	CAB-SET SUPPLIES	605-4300-456.540.032	98.80
					POLICE DEPT NO 1	10/2/2019	UNION 76	FUEL FOR UNIT 194, KEY MISSING	701-9200-600.257.000	63.08
					POLICE DEPT NO 1	10/9/2019	UNION 76	FUEL FOR UNIT 194, KEY MISSING	701-9200-600.257.000	63.46
					POLICE DEPT NO 2	9/23/2019	PET SUPPLIES	K9 FOOD	100-2200-600.250.000	92.79
					POLICE DEPT NO 2	3/9/2018	5.11 TACTICAL	UNIFORMS REVOLVING ACCT-ALVAREZ	100-0000-123.010.000	242.91



# US BANK INVOICE FOR CALCARD CHARGES: 9/24/19-10/22/19

TRANSACTION					EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
					POLICE DEPT NO 2	10/8/2019	ELM FEED	K9 FOOD	100-2200-600.250.000	68.33
					RECREATION DEPT	9/22/2019	HOME DEPOT	BEAUTY AND THE BEAST SUPPLIES	605-4300-656.540.031	71.53
					RECREATION DEPT	9/25/2019	AMAZON	BATTERY FOR WEIGHT SCALE	100-4200-600.250.000	3.89
					RECREATION DEPT	10/2/2019	WALMART	SR CENTER BREAKFAST ITEMS	100-4200-600.250.000	59.88
					RECREATION DEPT	10/8/2019	DOLLAR TREE	HALLOWEEN DÉCOR/SUPPLIES	100-4200-600.250.000	27.76
					RECREATION DEPT	10/10/2019	UNIQUELY YOURS	CO-ED SOFTBALL CHAMPION SHIRTS	100-4700-600.250.000	320.00
					RECREATION DEPT	10/15/2019	WALMART	PLUG IN AIR FRESHENERS SR CENTER	100-4200-600.250.000	15.38
					RECREATION DEPT	10/15/2019	SMART & FINAL	BREAKFAST/SNACKS FOR SENIOR CENTER	100-4200-600.250.000	297.79
					RECREATION DEPT	10/15/2019	CPRS	CONFERENCE REGISTRATION	100-4100-610.920.000	75.00
					RECREATION DEPT	10/19/2019	AMAZON	HALLOWEEN BACKDROP	805-0000-226.200.000	14.72
					RENE GARZA	9/26/2019	AMAZON	EQUIPMENT FOR UAV	100-2200-600.250.000	28.96
					RENE GARZA	9/26/2019	AMAZON	EQUIPMENT FOR UAV	100-2200-600.250.000	36.99
					RENE GARZA	10/14/2019	OFFICE MAX	SUPPLIES FOR UAV TRAINING	100-2200-600.250.000	67.23
					RENE GARZA	10/15/2019	DELI DELICIOUS	DINNER FOR TRAINING	100-2200-600.250.000	125.46
					REYNA RIVERA	9/24/2019	SAVEMART	EMPLOYEE OPEN ENROLLMENT	100-1400-610.920.000	67.42
					REYNA RIVERA	9/30/2019	LEAGUE OF CITIES	CITY MGRS CONFERENCE REGISTRATION	100-1300-610.920.000	725.00
					REYNA RIVERA	9/30/2019	VISTA COLLINA RESORT	CITY MGRS CONFERENCE LODGING	100-1300-610.920.000	713.71
					REYNA RIVERA	10/9/2019	WALMART	PD CHIEF RECRUITER STAKEHOLDER MTG	100-2300-610.920.000	20.28
					REYNA RIVERA	10/10/2019	PAPA MURPHY'S	PD CHIEF RECRUITER STAKEHOLDER MTG	100-2300-610.920.000	6.00
					REYNA RIVERA	10/19/2019	RESIDENCE INNS	LEAGUE CONF LODGING-AVALOS	100-1100-610.920.000	687.69
					REYNA RIVERA	10/19/2019	RESIDENCE INNS	LEAGUE CONF LODGING-TRUJILLO	100-1100-610.920.000	759.69
					REYNA RIVERA	10/21/2019	SALS MEXICAN RESTAURANT	PD DEPT TOP OFF EVENT -SUPPLIES	100-2300-610.920.000	91.75
					REYNA RIVERA	10/21/2019	SALS MEXICAN RESTAURANT	COUNCIL MEETING SUPPLIES	100-2300-610.920.000	91.74
					REYNA RIVERA	10/21/2019	WALMART	PD DEPT TOP OFF EVENT -SUPPLIES	100-2300-610.920.000	37.30
					REYNA RIVERA	10/21/2019	WALMART	COUNCIL MEETING SUPPLIES	100-2300-610.920.000	37.31
					REYNA RIVERA	10/21/2019	WALMART	PD DEPT TOP OFF EVENT -MARKERS	100-2300-610.920.000	6.98
					REYNA RIVERA	10/21/2019	WALMART	COUNCIL MEETING SUPPLIES	100-2300-610.920.000	6.99
					RICHARD FIGUEROA	9/26/2019	DELI DELICIOUS	TRAINING VQCB	100-2100-600.250.000	54.31
					RICHARD FIGUEROA	10/1/2019	CENTRAL VALLEY GUNS	2 SHOTGUN MAINTENANCE	100-2200-600.250.000	100.00
					RICHARD FIGUEROA	10/10/2019	MAVERICK DATA SYSTEMS	WARRANT BUILDER	100-2100-600.250.000	120.00
					RICHARD FIGUEROA	10/10/2019	MAVERICK DATA SYSTEMS	WARRANT BUILDER	100-2100-600.250.000	120.00
					ROBERT PETERSEN	10/2/2019	NELSON'S HARDWARE	CHAIN SAW AND CHAIN	295-2500-600.250.000	726.06
					ROBERT PETERSEN	10/11/2019	CONGRESSIONAL FIRE SERVICES	NEW HELMET	100-2525-600.476.000	225.00
					ROBERT PETERSEN	10/12/2019	CAMBRIA HOTEL AND SUITES	HOTEL FOR CONFERENCE	100-2500-610.920.000	1,332.10
					SHANE FERRELL	10/2/2019	NELSON'S ACE HARDWARE	DECK BRUSH-PD	702-9300-600.250.000	7.99
					SHANE FERRELL	9/25/2019	NELSON'S ACE HARDWARE	VENTCLIPS/SINGLE CUT KEY-PARKS	100-5300-600.250.000	18.74
					SHANE FERRELL	10/7/2019	NELSON'S ACE HARDWARE	LIGHT BULBS-CH	702-9300-600.250.000	23.41
					SHANE FERRELL	9/25/2019	NELSON'S ACE HARDWARE	FAUCET TIMER - TREE GRANT	210-5400-600.250.000	34.99
					SHANE FERRELL	9/25/2019	NELSON'S ACE HARDWARE	10 PC RECIP BLADE SET-STREETS	210-5400-600.250.000	41.66



# US BANK INVOICE FOR CALCARD CHARGES: 9/24/19-10/22/19

TRANSACTION					
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
SHANE FERRELL	10/2/2019	NELSON'S ACE HARDWARE	PAINT SUPPLIES-PARKS	100-5300-600.250.000	47.60
SHANE FERRELL	10/7/2019	NELSON'S ACE HARDWARE	PAINTING SUPPLIES-STREETS	210-5400-600.250.000	53.60
SHANE FERRELL	10/3/2019	NELSON'S ACE HARDWARE	SMARTFLO HOSE, BOLT CUTTERS-PARKS	100-5300-600.250.000	133.70
SHANE FERRELL	10/17/2019	HOME DEPOT	FLOWERS-DOWNTOWN	210-5400-600.250.000	324.12
SHANE FERRELL	10/1/2019	NELSON'S POWER CENTER	KILLZ ALL WEED & GRASS-LLMD'S	220-5300-600.250.000	65.03
SHANE FERRELL	10/1/2019	NELSON'S POWER CENTER	KILLZ ALL WEED & GRASS-PARKS	100-5300-600.250.000	65.03
SHANE FERRELL	10/1/2019	NELSON'S POWER CENTER	KILLZ ALL WEED & GRASS-STREETS	210-5400-600.250.000	130.06
SHANE FERRELL	10/17/2019	STATEWIDE TRAFFIC SAFETY & SIGNS	5-5 GAL STENCIL GUARD	210-5400-600.250.000	307.35
SHANE FERRELL	10/17/2019	STATEWIDE TRAFFIC SAFETY & SIGNS	PAINT-STREETS	210-5400-600.250.000	387.51
SHANE FERRELL	10/4/2019	CALIFORNIA PARKS & RECREATION	2020 CPRS CONFERENCE & EXPO-FERNANDO	100-5300-610.920.000	450.00
SHANE FERRELL	10/8/2019	CONSOLIDATED ELECTRICAL	LED 18W LAMPS-STREETS	210-5400-600.250.000	852.57
SHANE FERRELL	10/17/2019	GRAYBAR	OMNI CABLE, SCREWDRIVER SET-STREETS	210-5400-600.250.000	594.97
STEVEN MARES	9/26/2019	NELSON'S HARDWARE	KEYS AND COUPLER LOCK	100-2200-600.250.000	41.93
STEVEN MARES	9/26/2019	NELSON'S HARDWARE	COUPLER LOCK REFUND	100-2200-600.250.000	(27.32)
STEVEN MARES	10/9/2019	AHERN	DOWN PAYMENT FOR GATOR RENTAL	100-2200-600.250.000	500.00
STEVEN MARES	10/16/2019	FOOD 4 LESS	PRISONER MEALS	100-2200-600.250.000	19.32
STEVEN MARES	10/17/2019	O'REILLY AUTO PARTS	CAR WASH SOAP	100-2200-600.250.000	8.67
STEVEN MARES	10/17/2019	AHERN	DOWN PAYMENT REFUND	100-2200-600.250.000	(500.00)
STEVEN MARES	10/18/2019	SURF THRU EXPRESS	CAR WASH FOR DISPLAY VEHICLE	100-2200-600.250.000	8.00
TERESA GALLAVAN	10/11/2019	CITY OF FRESNO PARKING	PARKING-COG MEETING	100-1300-610.920.000	4.09
TERRY REID	9/29/2019	WALMART	RAMON AYALA CONCERT SUPPLIES	100-2200-600.250.000	67.52
TERRY REID	9/29/2019	ME-N-EDS	RAMON AYALA CONCERT SUPPLIES	100-2200-600.250.000	130.61
TERRY REID	10/4/2019	76 STATION	FUEL FOR N080'S UNIT (FUEL KEY LOST)	701-9200-600.257.000	40.00
TERRY REID	10/8/2019	NELSON'S HARDWARE	HARDWARE FOR VIP'S NOTICE BOARD	111-2200-600.250.000	6.50
TERRY REID	10/8/2019	JACK IN THE BOX	MISTAKENLY GRABBED WRONG CARD	800-0000-121.000.000	4.33
TERRY REID	10/9/2019	JACK IN THE BOX	ERROR CREDITED	800-0000-121.000.000	(4.33)
TERRY REID	10/9/2019	NELSON'S HARDWARE	RETURN VIP'S HARDWARE/DEFECTIVE	111-2200-600.250.000	(6.50)
TERRY REID	9/9/2019	PRIME MEDICAL STORE	FRAUDULENT CHARGES CREDITED	800-0000-121.000.000	(211.98)
TERRY REID	9/9/2019	PRIME MEDICAL STORE	FRAUDULENT CHARGES CREDITED	800-0000-121.000.000	(196.83)
TIM CANNON	10/9/2019	PSA TRAINING	ADVANCED INVESTIGATIONS	100-2200-610.915.000	135.00
TIM CANNON	10/9/2019	PSA TRAINING	ADVANCED INVESTIGATIONS	100-2200-610.915.000	135.00
TIM CANNON	10/9/2019	PSA TRAINING	ADVANCED INVESTIGATIONS	100-2200-610.915.000	135.00
TIM CANNON	10/9/2019	PSA TRAINING	NARCOTICS ON PATROL	100-2200-610.915.000	135.00
TIM CANNON	10/9/2019	PSA TRAINING	NARCOTICS ON PATROL	100-2200-610.915.000	135.00
TIM CANNON	10/9/2019	PSA TRAINING	NARCOTICS ON PATROL	100-2200-610.915.000	135.00
					\$ 73,876.92

## PAYROLL TRANSACTIONS

### CHECK REGISTER

Date	Check No.	Amount
11/1/2019	115741-115748	\$2,092.82

### Remittance Checks

Date	Check No.	Amount
11/1/2019	115749-115754	\$13,290.07

### ACH Payment

Date	Description	Amount
11/1/2019	PR NOV0119	\$188,589.34



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

November 18, 2019

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**ITEM NO:** 1b.

**SUBJECT:** Consideration of award of Federal Project No. CMLNI-5096(035),  
for Street Sweeper Purchase to Tymco, in the amount of \$272,854.60

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**RECOMMENDATION:** Adopt the resolution awarding the contract to Tymco for Project No. CMLNI-5096(035) in the amount of \$272,854.60 for purchase of a Street Sweeper and authorize the City Manager to execute related documents.

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**DISCUSSION:** The City currently operates a fleet of one street sweeper purchased in 2015. The maintenance costs associated with an aging vehicle has increased over the past several years. In addition, the current street sweeper was purchased prior to the implementation of PM-10 (now PM-2.5) requirements. New street sweepers are more fuel-efficient and utilize cleaner burning fuel technology, reducing the particulate matter released into the atmosphere.

On November 26, 2018, the California Department of Transportation issued form E-76, "Authorization to Proceed" to the City for Project No. CMLNI-5096 (035), for the purchase of a new street sweeper. The project is federally funded (up to \$250,000) utilizing Toll Credits in-lieu of non-federal match funds. The Equipment Replacement Fund ("ERF") will be utilized for the remaining balance of the purchase from the revenues collected from our garage rates to purchase a new sweeper.

On January 22, 2019, the Council adopted a Resolution 2019-1R authorizing the City Manager to sign Supplemental Agreement No. 031-F on behalf of the City. This Agreement acknowledged that Caltrans will act as the administrator of the funds and that the City agrees to comply with the covenants and remarks as specified in said Agreement. Execution of this agreement allowed the Requests for Proposals ("RFP") to purchase the street sweeper to commence.

The RFP submittals for Federal Project No. CMLNI-5096(035) Street Sweeper Purchase, were opened on November 13, 2019. The project consists of a provision of a new street sweeper that meets City specifications and all Federal, State and Local regulatory compliance requirements. Tentative delivery schedules were provided with the proposals.

The bid results were as follows:

<b>Manufacturer:</b>	<b>Bid Amount:</b>
Tymco	\$272,854.60
Haaker Equipment Company	\$267,651.22

Haaker Equipment Company was the apparent low bidder. After reviewing the proposals in detail, it was found that Haaker's bid excluded many of the options as specified in the RFP and was not responsive with the bid documents.

Due to these exclusions, Staff is recommending awarding the contract to the next lowest bidder, Tymco, which is ±\$5,203 higher than the lowest bidder.

<b><u>COST:</u></b> <i>(Enter cost of item to be purchased)</i>		<b><u>BUDGET IMPACT:</u></b> <i>(Enter amount this non-budgeted item will impact this years' budget – if budgeted, enter NONE).</i>
\$272,854.60		None
<b><u>FUNDING:</u></b> <i>(Enter the funding source for this item – if fund exists, enter the balance in the fund).</i>		<b><u>ON-GOING COST:</u></b> <i>(Enter the amount that will need to be budgeted each year – if one-time cost, enter NONE).</i>
Funding Source: CMAQ - \$250,000 ERF - \$ 22,854.60		None
Fund Balance: ERF- \$414,060		

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**RECOMMENDATION:** Adopt the resolution awarding the contract to Tymco for Project No. CMLNI-5096(035) in the amount of \$272,854.60 for purchase of a Street Sweeper and authorize the City Manager to execute related documents.

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/s/ \_\_\_\_\_  
Joseph Daggett, City Engineer

11/14/2019  
Date

/s/ \_\_\_\_\_  
Shane Ferrell, Public Works Director

11/14/2019  
Date

  
Teresa Gallavan, City Manager

11-14-19  
Date



**RESOLUTION NO. 2019- R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,  
CALIFORNIA, AWARDED A CONTRACT  
FOR THE PURCHASE OF A NEW STREET SWEEPER – A GRANT FUNDED BY  
THE CONGESTION MITIGATION AIR QUALITY (CMAQ) PROGRAM,  
PROJECT No. 5096 (035) IN THE AMOUNT OF \$272,854.60**

**WHEREAS**, the City has received funds through the CMAQ program. The project consists of purchasing a new Street Sweeper; and

**WHEREAS**, the Request for Proposals was prepared by Gateway Engineering, Inc.; and

**WHEREAS**, the project has been advertised and bids have been received on the project; and

**WHEREAS**, the bids were opened on November 13, 2019, the result of which was receipt of two bids from the following Manufacturers: Tymco \$272,854.60 and Haaker \$267,651.22. City staff have determined that Tymco is the lowest responsive and responsible bidder; and

**WHEREAS**, based on the requirements of Section 20162 of the Public Contract Code, Staff recommends that the City Council award the contract to Tymco, in the amount of \$272,854.60.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

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

**Section 2.** The City Council hereby awards the contract for the purchase of a new Street Sweeper to Tymco, in the amount of \$272,854.60.

**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 18<sup>nd</sup> day of November 2019 by the following roll call vote:

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

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Scott Robertson, Mayor

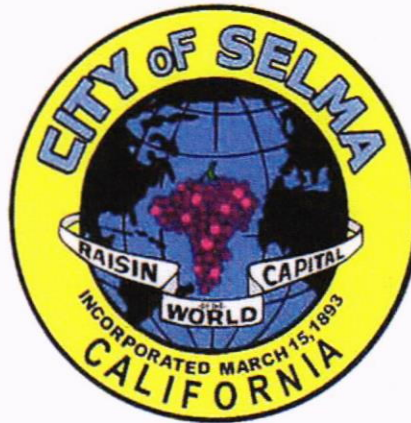
ATTEST:

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Reyna Rivera, City Clerk

# **Request for Proposals (RFP)**

## **Purchase of a New Street Sweeper**



**Responses Due:**  
City of Selma  
Public Works Department  
1710 Tucker Street  
Selma, CA 93662  
(559) 891-2200

**October 28, 2019**



## **TABLE OF CONTENTS**

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### **1. INTRODUCTION**

- 1.1. Project Description and Objectives
- 1.2. Background Information

### **2. TECHNICAL SPECIFICATIONS**

- 2.1. Standard Equipment
- 2.2. Included Optional Equipment
- 2.3. Truck Chassis
- 2.4. Manuals/Training/Support
- 2.5. Paint/Color

### **3. SUPPLIER QUALIFICATIONS**

- 3.1. Qualifications and Understanding
- 3.2. References
- 3.3. Schedule

### **4. PROPOSAL SUBMISSION**

- 4.1. RFP Time Schedule
- 4.2. Number of Copies and Delivery
- 4.3. Format and Content
- 4.4. Proposal Evaluations

### **ATTACHMENTS**

**Exhibit "A" – Bid Schedule**

## **1. INTRODUCTION**

### **1.1. PROJECT DESCRIPTION AND OBJECTIVES**

The City of Selma (City) is soliciting proposals from qualified companies to supply the City of Selma with a Street Sweeper that meets City specifications and all Federal, State and Local regulatory compliance requirements.

### **1.2. BACKGROUND INFORMATION**

The City of Selma, incorporated in 1893, covers approximately 5.14 square miles located in the San Joaquin Valley of Fresno County, approximately 10 miles Southeast of the City of Fresno, CA. The 2018 U.S. Census Bureau American Community Survey recorded a population of 24,365 for the City of Selma.

The City of Selma provides street sweeping services for its businesses and residences which includes the cleaning and clearing of trash and debris from streets and gutters. These crucial services are intended to be provided for public streets throughout the City on a continuous basis upon purchase of a street sweeper.

## **2. TECHNICAL SPECIFICATIONS**

The technical specifications for the purchase of a street sweeper include truck chassis; power unit; compressor; clean burning diesel engine package; dust separator hopper; hydraulic system; blower; pick-up head; dust control system; operating controls; manual and training support; paint; included optional equipment; service and support for the purchase of a street sweeper identified in this Request for Proposals ("RFP").

It is the responsibility of the Supplier to ensure that City specifications are met, as well as, all Federal, State and Local regulatory compliance requirements. The City of Selma reserves the right to accept or reject any or all proposals. These specifications and scope of services shall become part of the contract agreement.

### **2.1. STANDARD EQUIPMENT**

- a) Auxiliary Engine Tier 4 final: John Deere diesel 4045t; 4 cyl.; 4.5 l (276 CID); 99 hp tier 4i @ 2500 rpm; torque 215 ft. lb. @ 1200 rpm; 4 cycle; 4.19" bore; 5.00" stroke or approved equal.
- b) Automatic Shutdown System: Automatic engine shutdown when engine coolant temperature is too high, coolant level is too low or oil pressure is too low.
- c) Dust Control System: 220 gallon capacity polyethylene water tank; 5 gpm electric diaphragm type pump; low water warning light; external water level indicator; spray nozzles around pick-up head, gutter broom(s) and inside hopper.
- d) Instruments In Cab: Oil pressure/coolant temperature gauges; starter; ignition; tachometer; auxiliary engine hour meter; throttle. paddle switches have illuminated legend windows for easier night operation.
- e) Hydraulic Tank Sight/Temperature Gauge: External; mounted on tank.



- f) Dual Steering: Right and left hand steering wheels with center mounted truck ignition; headlights, dimmer switch, windshield wipers; cigar lighter; integral power.
- g) Twin Gutter Brooms, Floodlights, Parabolic Mirrors: Left and right side mounted 43" diameter wire filled digger type; adjustable floodlight for each gutter broom; 8" convex mirrors on front fenders.
- h) Pressure Bleeder: Air pressure is deflected out, allowing additional suction across the front of pick-up head.
- i) Water Fill Hose & Rack: Flexible 20 foot long water tank fill hose with 2-1/2 inch hydrant coupling with rack mount. system incorporates air gap.
- j) Amber High Powered Strobe Light: 2,300,000 plus candle power with a minimum input of 23 joules; 60 flashes per minute; with protective limb guard.
- k) Rear Mounted Alternating/Flashing Lights (2)
- l) Back-up Alarm
- m) Floodlights on rear (2)
- n) Duo Skids, warranted for two years/2000 hours prorated
- o) Rubber Lined Blower
- p) Suction Inlet Liner
- q) Severe Weather Wiring

**2.2. INCLUDED OPTIONAL EQUIPMENT** (Items to be included at no additional charge in Base Bid)

- a) Gutter Broom Tilt Left & Right
- b) Extra 330 Gallon Water Capacity & Curb side tool box
- c) Gutter Broom Extensions Left and Right
- d) Low Emission PM10 Certified
- e) Abrasion Protection Package
- f) Hopper Drain System
- g) Front Curtain Lifter System
- h) Auxiliary Hydraulic System
- i) Dump Switch in Cab
- j) Back-up camera and monitor (camera of rear and pick-up head)
- k) Tier 4 Final Auxiliary Engine
- l) Auxiliary Hand Hose 8 inch with spring assist boom
- m) Hopper Deluge System
- n) Heavy Duty Air Operated Diaphragm Water System with handgun
- o) Broom Assist Pick-Up Head
- p) Double DUO Skid Shoes with 3-inch ramps
- q) Variable speed gutter brooms
- r) Auto Sweep Interrupt System

- s) Two-piece hopper screen
- t) Pick-Up head water blast system
- u) Six (6) aluminum wheels
- v) Chrome front bumper, grill and air intake
- w) LED Stop/Turn/Tail Lights
- x) Cleaning Tool Bracket
- y) Stainless Steel Limb Guard Curb Side
- z) Linear Leaf Bleed with gauge

### 2.3. TRUCK CHASSIS

- a) Truck Chassis Year 2020
- b) Freightliner M2-1 06 or approved equal
- c) 200 HP Diesel Engine Cummins 6.7L Latest Emissions or approved equal
- d) Allison Automatic Transmission RDS 2500 w/PTO provision, push button or approved equal *Push Button N/A on 2500 RDS*
- e) Min. 12,000 lb. Front Axle w/12,000 lb. Front Springs *10,000 lb. Front Axle/54 suspension*
- f) Min. 21,000 lb. Rear Axle, Single Speed
- g) Min. 23,000 Rear Variable Rate Multi-Leaf Springs w/Leaf Spring Helper
- h) Oil Wheel Seals – Front & Rear
- i) Front Dust Shields
- j) Integral Power Assisted Steering w/Cruise Control, 18" Steering wheel, dual gauges
- k) Air Brakes, Cam Type, Q-Plus w/18.7 CFM Air Compressor – Air Tanks mounted between rails
- l) Anti-Lock Brake System, Automatic Slack Adjusters & Front Shock Absorbers
- m) Adjustable, High Back Air Seats - Driver and Passenger Vinyl w/Cloth Inserts

### 2.4. MANUALS/TRAINING/SUPPORT

- a) The bidder shall supply one sweeper operator and one sweeper parts and service manual and one set on CD with each unit.
- b) Bidder shall also provide on-sight training for sweeper operation and general maintenance upon delivery.
- c) Bidder shall provide operator instruction/safety/maintenance procedures on CD with the unit.

### 2.5. PAINT – COLOR

The entire unit shall be painted with manufactures standard white paint applied over a suitable primer. Pick-up head, gutter brooms and truck frame shall be painted black unless otherwise approved.



## **2.6. SERVICE AND SUPPORT**

- a) On-site service and warranty support shall be provided by the sweeper supplier.
- b) Sweeper supplier will provide a guaranteed service and warranty response time of 16 business hours at the unit's location (within Central California).
- c) A warehouse with parts must be provided within Central California stocking all normal wear items.
- d) Sweeper supplier will provide free technical support.

## **3. SUPPLIER QUALIFICATIONS**

### **3.1. QUALIFICATIONS AND UNDERSTANDING**

Each Supplier must provide the following information about their company so the City can evaluate the Supplier's stability and ability to support the commitments set forth in response to the RFP. It is imperative the Supplier's proposal fully address all aspects of the RFP. The proposal must provide the City Staff with clearly expressed information concerning the Proposer's understanding of the City's specific requirements.

The Supplier shall outline their company's (or team's) background, including:

- 1) How long the company has been in business, plus a brief description of the company history, size and organization.
- 2) Supplier qualifications are defined demonstrating the ability to meet technical specifications as defined in the RFP which is accompanied by a statement of understanding.

### **3.2. REFERENCES**

The Supplier shall supply a minimum of 3 references from agencies who have made similar purchases. Each reference shall contain:

- 1) Client name and contact information
- 2) Equipment description
- 3) Date of equipment purchase and delivery

### **3.3. SCHEDULE**

The Supplier shall provide a tentative equipment delivery schedule.

## **4. PROPOSAL SUBMISSION**

### **4.1. RFP TIME SCHEDULE**

- 1) Request for Proposal Available Monday, October 28, 2019
- 2) Inquiry Deadline Friday, November 8, 2019
- 3) Proposals Due Thurs., Wednesday, November 13, 2019
- 4) Final Selection Thurs., Wednesday, November 13, 2019
- 5) City Council Recommendation Monday, November 18, 2019
- 6) Notice to Proceed (Tentative) Wednesday, November 20, 2019

#### **4.2. NUMBER OF COPIES AND DELIVERY**

Two (2) copies of the proposal shall be submitted to the following address:

**City of Selma  
City Clerk's Office  
1710 Tucker Street  
Selma CA, 93662  
Banning, CA 92220**

The proposal title, Supplier name and deadline information shall be clearly identified on the submission package and cover page. Submission deadline is Thursday, October 22, 2015 by 5:00 p.m. Proposals submitted after that time shall not be considered. All questions regarding the technical specifications shall be submitted to Joseph Daggett, City Engineer at the address above or via e-mail at [engineering@cityofselma.com](mailto:engineering@cityofselma.com).

#### **4.3. FORMAT AND CONTENT**

Proposals shall be printed on 8 ½" X 11" paper, single sided in a 10 point Arial font and be limited to 25 pages excluding the cover letter, resumes and any appended information.

Proposals should address the following items in order of appearance:

##### **Cover letter**

The cover letter shall be provided which explains the supplier's interest in the project. The letter shall contain name/address/phone number of the person who will serve as the supplier's principal contact person.

##### **Qualifications of Supplier**

Provide names, titles and responsibilities of key personnel who will be responsible for the handling the purchase and delivery of equipment.

##### **References**

Give at least three (3) references of comparable purchases and equipment delivery provided to agencies similar in size and scope, including at least three (3) references for purchases and deliveries completed during the past two years. Include the name and organization, a brief summary of the technical specifications of supplied equipment including cost as well as the name and telephone number of a responsible contact person.

##### **Fee Proposal: One set in a separate sealed envelope**

The Fee Schedule in a separate envelope shall be broken down on separate sheet as follows:

A "Not to Exceed" amount for all equipment, training, and warranty (complete attached bid schedule as shown in Exhibit "A").

#### **4.4. PROPOSAL EVALUATIONS**

Proposals will be evaluated based on the following criteria:

- 1) Responsiveness to the RFP.
- 2) Supplier qualifications and equipment.
- 3) Results of reference checks.



4) Proposal Fee.

# Exhibit "A"

## BID SCHEDULE I - STREET SWEEPER

Item

No. Description of Item Quantity Total Unit Price

1. New Street Sweeper 1 \$ 251,537.<sup>00</sup>

TYMCO 600/M2-1060 Sales Tax @ 8.475% \$ 21,317.<sup>60</sup>

2020 YEAR Freight Line TOTAL BID AMOUNT (in numbers): \$ 272,854.<sup>60</sup>

TOTAL BID AMOUNT (in words):

Two Hundred Seventy Two Thousand Eight Hundred -  
(Delivery 90-120 Days ARO) Fifty Four dollars & Sixty Cents.

NOTE: 10,000 Lb Front AXLE/Suspension  
Allison 2500 RDS Transmission NOT  
November 7, 2019 Push Button

Ray R. Pankratz / CEO  
CLS Environmental Equipment Services Inc.

### Optional Upgrades:

12,000 Lb. Front AXLE/Suspension  
Allison 3500 RDS Transmission with Push Button

2021 M2-1060 Add \$ 4,750.<sup>00</sup> plus Tax  
Freight Line

(Special Order Delivery ARO 150-180 Days)





**November 6, 2019**

**GCS EES, Inc. GCS has been the TYMCO Dealer for Northern CA since 1978. We support well over 1,000 TYMCO Sweepers in our territory. We are 100% focused on TYMCO we have no other products we are solely a TYMCO Dealer. We take a lot of pride in are dealership and are customers. We have a parts fill rate of 97% off of the shelves at our location in Woodland CA.**

**Our main office is over 10,000 square feet. We also have a storage area that is over 5,300 square feet. We have a New Service Truck with all the equipment to service sweepers in the field if required. IMT body with welder, Air Compressor, Crane 3820, all set up to roll if needed.**

**My partner and I have over 83 years' experience combined on working with TYMCO Sweepers, and we both started in the service side of the business. We know what is needed and required to support the sweepers and stock the proper parts.**

**We have many very Large Customer's such as City & County of San Francisco which has over 40 units in their fleet and has been using TYMCO Model 600's for over 40 years now. Recology is another large customer and has over 35 TYMCO 600's is their fleet and has also been using TYMCO for over 35 years. Contract Sweeping is a very large Sweeping Contractor that has over 40 TYMCO Model 600's in their fleet and has been using TYMCO sweepers for over 40 years.**

**The contacts for the above are as follows:**

**City & County of San Francisco Mark Roubanis Equipment Superintendent Phone 415.641.2601**

**Recology Bennie Anselmo Vice President & Facility Manager 415.875.1169**

**Contract Sweeping Service Joe Vella Vice President Phone  
408.639.6005**

**Please also see the attached partial user list for review. And please  
check out our website at [www.gcsees.com](http://www.gcsees.com)**

**Best Regards,**

**Tracy R. Pinkston, President / CEO  
GCS Environmental Equipment Services Inc.  
121 East Street Woodland, CA 95776  
Office 530.402.1850 Cell 530.681.1752  
Email: [tracy@gcsees.com](mailto:tracy@gcsees.com) Website: [www.gcsees.com](http://www.gcsees.com)**



**TYMCO SWEEPER PARTIAL USER LIST FOR NORTHERN CA**

**City & County of San Francisco Mark Roubanis 415 641 2601**  
**Over Forty (40) TYMCO 600's in Fleet been using TYMCO for over 30 Years**

**Desilva Gates Construction Company David Vandegriff 510 414 0793**  
**Two (4) TYMCO 600/BAH's**

**City of Watsonville Enrique Vazquez 831 768 3135**  
**Two (2) TYMCO 600's in Fleet**

**City of Manteca Rexie Lestrangle 209 239 8469**  
**Three (3) TYMCO 600's in Fleet**

**City of Ripon Jake Loogman 209 505 0463**  
**One (1) TYMCO 600 in Fleet**

**Pebble Beach Company Shawn Casey 831 625 8435**  
**One (1) TYMCO 600's in Fleet on Third 600**

**City of Vallejo Ryan Ruffer 707 718 3699**  
**Three (3) TYMCO 600's in Fleet**

**City of San Bruno Dave 650 616 7171**  
**Two (2) TYMCO 600's in Fleet**

**City of Redwood City Skip Porter 650 780 7485**  
**Two (2) TYMCO 600's in Fleet**

**City of West Sacramento Jeff Ellis 916 617 4835**  
**Two (2) TYMCO 600's in Fleet**

**City of Placerville Mike Thompson 530 642 5242**  
**One (1) TYMCO 600 in Fleet**

**City of Chico Erik Gustafson 530 894 4202**  
**Three (3) TYMCO 600's in Fleet**

**City of Lincoln Mike Osborne 916 645 9264  
One (1) TYMCO 600 in Fleet**

**Recology Waste System's Bennie Anselmo 415 875 1169  
Over Thirty (30) TYMCO 600's in Fleet**

**North Bay Disposal Jerry Royce 707 792 7766  
Three (3) TYMCO 600's in Fleet**

**Marin Sanitary Service Ron Piombo 415 456 2601  
Three (3) TYMCO 600's in Fleet**

**Universal Sweeping Company Joe Vella 408 639 6005  
Thirty Six (36) TYMCO 600's in Fleet  
Seven (7) TYMCO 435's  
Four (4) TYMCO 500X's**

**Clean Sweep Environmental Lance Soares 916 869 1405  
Fourteen (14) TYMCO 600's in Fleet**

**Central Valley Sweeping Company Matthew Bawks 559 805 0088  
Three (3) TYMCO 600's in Fleet  
Two (3) TYMCO 435 One (1) TYMCO 500 X**

**City of Berkeley John Hurtado 510 981 6484  
Four (4) TYMCO 600's in Fleet**

**City of Folsom Josh Johnsrud 916 439 0515  
One (1) TYMCO 500X (1) 600**

**Delta Sweeper's Mary Centoni 925 872 7173  
Seven (7) TYMCO 435's in Fleet**

**City of Concord Greg Fabian 925 671 3149  
Three (3) TYMCO 600's in Fleet**

**City of Burlingame Jeff Mason 650 888 3223  
Two (2) TYMCO 600's in Fleet**

**City of Porterville Russell Isom 559 782 7517  
Two (2) TYMCO 600's**

**City of Clovis Phil Raymer 559 324 2633  
Two (2) TYMCO 600's**

**Conoco Phillips Dean Robbins 510 245 4944**



**One (1) TYMCO 600**

**City of Pittsburg Russell Tank 925 252 4035  
Three (3) TYMCO 600's in Fleet**

**City of Willows Brain Taylor 530 934 5657  
One (1) TYMCO 600**

**Indian Wells Valley Airport District Scott Seymour 760 377 5844  
One (1) TYMCO HSP**

**Town of Corte Madera Jim Ravina 415 927 5057  
One (1) TYMCO 600**

**Zanker Road landfill Scott Beall 408 263 2384  
One (1) TYMCO 435**

**I - 5 Rentals Dan Hagus 530 226 8081  
Two (2) TYMCO 435**

**Blue Mountain Minerals Fred Esch 209 533 0127  
One (1) TYMCO 600**

**Chemical Lime Ken McDaris 831 444 3300  
One (1) TYMCO 600**

**City of Fairfield David Renschler 707 428 7636  
Four (4) TYMCO 600's in Fleet**

**Capital Sweeper Service Reno 916 344 3575  
One (2) 600 & One (1) 435 in Fleet**

**City of San Rafael David Hulbert 415 458 5345  
Three (3) TYMCO 600's in Fleet**

**City of Mt. Shasta Rod Bryan 530 926 7526  
One (1) TYMCO 600**

**Gilton Solid Waste David Blom 209 527 3781  
Two (2) TYMCO 600**

**Levin-Richmond Terminal Corp. Jim Holland 510 232 4422  
One (1) TYMCO 435**

**Sacramento County Airport Steve McDonald 916 874 0377  
One (1) TYMCO 210 One (1) TYMCO 600**

**Concrete Ready Mix Inc. Will Castro 408 224 2452  
One (1) TYMCO 600**

**Storm Water Inspection & Maintenance Services Inc. Ric Campos 925 516 8966  
Five (5) TYMCO 435's One 210H**

**UC Berkeley Lisa Bauer 510 643 4612  
One (1) TYMCO 435**

**Tracy Material Recovery Scott Stortroen 209 832 2355  
One (1) TYMCO 600**

**City of Clovis Phil Ramer 559-324-2633  
Four (4) TYMCO 600's**

**City of Dunsmuir Carl Morzenti 530 235 4822  
One (1) TYMCO 600**

**City of South Lake Tahoe Ron Corbett 530-542-6086  
Two (2) TYMCO DST-6's**

**SF Presidio Roads & Trails Mike 415 561 4102  
One (1) TYMCO 600 & 500X**

**City of Santa Cruz Bob Nelson 831 420 5542  
One (1) 500X Two (2) TYMCO 435's in Fleet**

**Plus Many More over 1,000 TYMCO Sweepers in Northern CA.**



**Please call or email if you need any further information.**

**Thank you for your interest in TYMCO Sweeper's,**



**Tracy R. Pinkston**  
**President / CEO**  
**GCS Environmental Equipment Services Inc.**  
**121 East Street Woodland CA 95776**  
**Office (530) 402-1850**  
**Fax (530) 402-1851**  
**Cell (530) 681-1752**  
**Email [Tracygcs@aol.com](mailto:Tracygcs@aol.com)**  
**Web Site [gcsees.com](http://gcsees.com)**

# HAAKER

## EQUIPMENT COMPANY

November 13<sup>th</sup>, 2019

To The City of Selma,

Per the bid requirements supplier qualification portion we are providing this letter of our qualifications as a street sweeper dealership and understanding of the bid requirements.

Haaker Equipment Company is a family owned business that has been selling environmental service trucks for close to 50 years. We have been selling the Elgin street sweeper line for nearly 40 years. In that time we've grown into an organization of roughly 100 employees with three branches servicing the Central California, Southern California, Southern Nevada, and Arizona markets. We have factory trained field and shop technicians that are dedicated to keeping our customers running. A parts warehouse inventory near \$1.5 million to ensure that we can immediately fulfill the majority of our customer's request for parts within a day. We are fully committed to helping our customers stay up and running.

Haaker is the leader in supplying equipment, parts and customer satisfaction to the municipal market. Our consistent ranking as a top five national dealership for Federal Signal which owns Elgin assures our customers of long term stability and support today, and in the years to come.

We understand the technical specifications required on the bid to earn the business of the City of Selma. You will see in the attached bid our abilities to match the requirements. We are confident that we are the best candidate to service your needs for delivering a high quality street sweeper to keep your streets clean and we can ensure it will run for many years to come.

We thank you for your consideration and look forward to earning your business!

Sincerely,

  
Michael Frias  
Division Sales Manager  
Haaker Equipment Co  
Cell: 909-222-5031  
[michael.frias@haaker.com](mailto:michael.frias@haaker.com)  
[www.haaker.com](http://www.haaker.com)

**HAAKER**  
EQUIPMENT COMPANY

"Nobody works harder for you than Haaker."



# HAAKER

## EQUIPMENT COMPANY

November 13<sup>th</sup>, 2019

To The City of Selma,

My name is Michael Frias and I am the Municipal Division Sales Manager for Haaker Equipment Company. We are very interested in this street sweeper project as I'll explain below. I'm also sharing a list of key personnel that will help in the purchasing and delivery of the equipment. A team of professionals that have near 150 years combined industry experience. You will also find attached a qualifications letter and our bid proposal for the new street sweeper the City of Selma is seeking.

We are interested in this project to continue delivering value to the city of Selma. For many years we have had a relationship with a variety of products primarily through the Vactor equipment line. We hope that our current service levels have provided us with the opportunity to continue our relationship and bring another high quality piece of equipment to the city of Selma. We are a proud Elgin dealer and strongly believe in their line. The sweeper we are proposing will meet the needs of the city and beyond!

Key personnel besides myself that will help in the purchase, delivery and support of the equipment—

- George Lopez, Central California Account Manager 951-258-7617 (Principal Contact)
- Jake Haaker, VP of Operations 909-598-2706
- Roberta Prince, Sales Coordinator 909-598-2706
- Gabe Montoya, Trainer 909-598-2706
- Carey Olcott, Mechanic Trainer 909-598-2706
- Phil Marsala, Shop Foreman 909-598-2706
- Jonathan Kane, Central California Field Technician 909-598-2706
- Jake Boyle, Elgin Field Regional Manager 847-345-9792

Our closest branch where most of the team is headquartered is in La Verne, CA. Both George and Jonathan work remote from the branch to provide quick service to the Central California market. We also work closely with Elgin, Jake Boyle being our main support, which can help the city through many forms.

We thank you for your consideration and look forward to earning your business!

Sincerely,

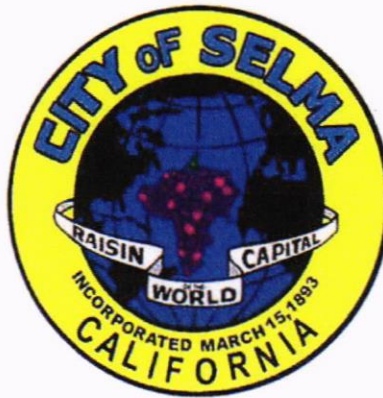
Michael Frias

Division Sales Manager  
Haaker Equipment Co  
2070 N. White Ave.  
La Verne, CA 91750  
Cell: 909-222-5031  
[michael.frias@haaker.com](mailto:michael.frias@haaker.com)  
[www.haaker.com](http://www.haaker.com)

**HAAKER**  
EQUIPMENT COMPANY

"Nobody works harder for you than Haaker."

**Request for Proposals (RFP)**  
**Purchase of a New Street Sweeper**



**Responses Due:**  
City of Selma  
Public Works Department  
1710 Tucker Street  
Selma, CA 93662  
(559) 891-2200

October 28, 2019



## **TABLE OF CONTENTS**

---

### **1. INTRODUCTION**

- 1.1. Project Description and Objectives
- 1.2. Background Information

### **2. TECHNICAL SPECIFICATIONS**

- 2.1. Standard Equipment
- 2.2. Included Optional Equipment
- 2.3. Truck Chassis
- 2.4. Manuals/Training/Support
- 2.5. Paint/Color

### **3. SUPPLIER QUALIFICATIONS**

- 3.1. Qualifications and Understanding
- 3.2. References
- 3.3. Schedule

### **4. PROPOSAL SUBMISSION**

- 4.1. RFP Time Schedule
- 4.2. Number of Copies and Delivery
- 4.3. Format and Content
- 4.4. Proposal Evaluations

### **ATTACHMENTS**

**Exhibit "A" – Bid Schedule**

## 1. INTRODUCTION

### 1.1. PROJECT DESCRIPTION AND OBJECTIVES

The City of Selma (City) is soliciting proposals from qualified companies to supply the City of Selma with a Street Sweeper that meets City specifications and all Federal, State and Local regulatory compliance requirements.

### 1.2. BACKGROUND INFORMATION

The City of Selma, incorporated in 1893, covers approximately 5.14 square miles located in the San San Joaquin Valley of Fresno County, approximately 10 miles Southeast of the City of Fresno, CA. The 2018 U.S. Census Bureau American Community Survey recorded a population of 24,365 for the City of Selma.

The City of Selma provides street sweeping services for it businesses and residence which includes the cleaning and clearing of trash and debris from streets and gutters. These crucial services are intended to be provided for public streets throughout the City on a continuous basis upon purchase of a street sweeper.

## 2. TECHNICAL SPECIFICATIONS

The technical specifications for the purchase of a street sweeper includes truck chassis; power unit; compressor; clean burning diesel engine package; dust separator hopper; hydraulic system; blower; pick-up head; dust control system; operating controls; manual and training support; paint; included optional equipment; service and support for the purchase of a street sweeper identified in this Request for Proposals ("RFP").

It is the responsibility of the Supplier to ensure that City specifications are met, as well as, all Federal, State and Local regulatory compliance requirements. The City of Selma reserves the right to accept or reject any or all proposals. These specifications and scope of services shall become part of the contract agreement.

### 2.1. STANDARD EQUIPMENT

- a) Auxiliary Engine Tier 4 final: John Deere diesel 4045t; 4 cyl.; 4.5 l (276 CID); 99 hp tier 4i @ 2500 rpm; torque 215 ft. lb. @ 1200 rpm; 4 cycle; 4.19" bore; 5.00" stroke or approved equal.
- b) Automatic Shutdown System: Automatic engine shutdown when engine coolant temperature is too high, coolant level is too low or oil pressure is too low.
- c) Dust Control System: 220 gallon capacity polyethylene water tank; 5 gpm electric diaphragm type pump; low water warning light; external water level indicator; spray nozzles around pick-up head, gutter broom(s) and inside hopper.
- d) Instruments In Cab: Oil pressure/coolant temperature gauges; starter; ignition; tachometer; auxiliary engine hour meter; throttle. paddle switches have illuminated legend windows for easier night operation.
- e) Hydraulic Tank Sight/Temperature Gauge: External; mounted on tank.



AS SPECIFIED

- f) Dual Steering: Right and left hand steering wheels with center mounted truck ignition; headlights, dimmer switch, windshield wipers; cigar lighter; integral power.
  - g) Twin Gutter Brooms, Floodlights, Parabolic Mirrors: Left and right side mounted 43" diameter wire filled digger type; adjustable floodlight for each gutter broom; 8" convex mirrors on front fenders.
  - h) Pressure Bleeder: Air pressure is deflected out, allowing additional suction across the front of pick-up head.
  - i) Water Fill Hose & Rack: Flexible 20 foot long water tank fill hose with 2-1/2 inch hydrant coupling with rack mount. system incorporates air gap.
  - j) Amber High Powered Strobe Light: 2,300,000 plus candle power with a minimum input of 23 joules; 60 flashes per minute; with protective limb guard.
  - k) Rear Mounted Alternating/Flashing Lights (2)
  - l) Back-up Alarm
  - m) Floodlights on rear (2)
  - n) Duo Skids, warranted for two years/2000 hours prorated
  - o) Rubber Lined Blower
  - p) Suction Inlet Liner
  - q) Severe Weather Wiring
- No
- No
- No

AS SPECIFIED

2.2. INCLUDED OPTIONAL EQUIPMENT (Items to be included at no additional charge in Base Bid)

AS SPECIFIED

- a) Gutter Broom Tilt Left & Right
- b) Extra 330 Gallon Water Capacity & Curb side tool box
- c) Gutter Broom Extensions Left and Right
- d) Low Emission PM10 Certified
- e) Abrasion Protection Package
- f) Hopper Drain System
- g) Front Curtain Lifter System
- h) Auxiliary Hydraulic System
- i) Dump Switch in Cab
- j) Back-up camera and monitor (camera of rear and pick-up head)
- k) Tier 4 Final Auxiliary Engine
- l) Auxiliary Hand Hose 8 inch with spring assist boom
- m) Hopper Deluge System
- n) Heavy Duty Air Operated Diaphragm Water System with handgun
- o) Broom Assist Pick-Up Head
- p) Double DUO Skid Shoes with 3-inch ramps
- q) Variable speed gutter brooms
- r) Auto Sweep Interrupt System

AS SPECIFIED

AS SPECIFIED

- s) Two-piece hopper screen
- t) Pick-Up head water blast system
- u) Six (6) aluminum wheels
- v) Chrome front bumper, grill and air intake
- w) LED Stop/Turn/Tail Lights
- x) Cleaning Tool Bracket
- y) Stainless Steel Limb Guard Curb Side
- z) Linear Leaf Bleed with gauge

### 2.3. TRUCK CHASSIS

AS SPECIFIED

- a) Truck Chassis Year 2020
- b) Freightliner M2-1 06 or approved equal
- c) 200 HP Diesel Engine Cummins 6.7L Latest Emissions or approved equal
- d) Allison Automatic Transmission RDS 2500 w/PTO provision, push button or approved equal
- e) Min. 12,000 lb. Front Axle w/12,000 lb. Front Springs
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AS SPECIFIED

- a) The bidder shall supply one sweeper operator and one sweeper parts and service manual and one set on CD with each unit.
- b) Bidder shall also provide on-sight training for sweeper operation and general maintenance upon delivery.
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### 2.5. PAINT – COLOR

The entire unit shall be painted with manufactures standard white paint applied over a suitable primer. Pick-up head, gutter brooms and truck frame shall be painted black unless otherwise approved.

AS SPECIFIED



## 2.6. SERVICE AND SUPPORT

- AS SPECIFIED
- a) On-site service and warranty support shall be provided by the sweeper supplier.
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  - NO c) A warehouse with parts must be provided within Central California stocking all normal wear items. (LA VERNE, CA)
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- AS SPECIFIED

## 3. SUPPLIER QUALIFICATIONS

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Each Supplier must provide the following information about their company so the City can evaluate the Supplier's stability and ability to support the commitments set forth in response to the RFP. It is imperative the Supplier's proposal fully address all aspects of the RFP. The proposal must provide the City Staff with clearly expressed information concerning the Proposer's understanding of the City's specific requirements.

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#### **4.2. NUMBER OF COPIES AND DELIVERY**

Two (2) copies of the proposal shall be submitted to the following address:

**City of Selma  
City Clerk's Office  
1710 Tucker Street  
Selma CA, 93662**

The proposal title, Supplier name and deadline information shall be clearly identified on the submission package and cover page. Submission deadline is Wednesday, November 13, 2019 by 9:00 a.m. Proposals submitted after that time shall not be considered. All questions regarding the technical specifications shall be submitted to Joseph Daggett, City Engineer at the address above or via e-mail at [engineering@cityofselma.com](mailto:engineering@cityofselma.com).

#### **4.3. FORMAT AND CONTENT**

Proposals shall be printed on 8 ½" X 11" paper, single sided in a 10 point Arial font and be limited to 25 pages excluding the cover letter, resumes and any appended information. Proposals should address the following items in order of appearance:

##### **Cover letter**

The cover letter shall be provided which explains the supplier's interest in the project. The letter shall contain name/address/phone number of the person who will serve as the supplier's principal contact person.

##### **Qualifications of Supplier**

Provide names, titles and responsibilities of key personnel who will be responsible for the handling the purchase and delivery of equipment.

##### **References**

Give at least three (3) references of comparable purchases and equipment delivery provided to agencies similar in size and scope, including at least three (3) references for purchases and deliveries completed during the past two years. Include the name and organization, a brief summary of the technical specifications of supplied equipment including cost as well as the name and telephone number of a responsible contact person.

##### **Fee Proposal: One set in a separate sealed envelope**

The Fee Schedule in a separate envelope shall be broken down on separate sheet as follows:

A "Not to Exceed" amount for all equipment, training, and warranty (complete attached bid schedule as shown in Exhibit "A").

#### **4.4. PROPOSAL EVALUATIONS**

Proposals will be evaluated based on the following criteria:

- 1) Responsiveness to the RFP.
- 2) Supplier qualifications and equipment.
- 3) Results of reference checks.
- 4) Proposal Fee.



## Selma RFP

References for Crosswind in the central Valley

Shafter, City of

J40850 -2015 CNG Crosswind

550 North Shafter Ave

Shafter, Ca 93263

Mcfarland, City of

J40666 – 2015 CNG Crosswind

Jesse Guerra -661-792-3091

401 W. Kern Ave.

McFarland Ca 93250

Hanford, City of

J0909-2016 Crosswind

Tommy Bettencourt-559-585-2554

900 South 10<sup>th</sup> Avenue

Hanford, Ca 93230

**Exhibit "A"**

**BID SCHEDULE I –STREET SWEEPER**

Item			
No.	Description of Item	Quantity	Total Unit Price
1.	New Street Sweeper	1	\$246,740.00 plus tax
Two hundred forty six thousand seven hundred forty dollars			plus sales tax
TOTAL BID AMOUNT (in numbers):			\$ 246,740.00 plus tax
TOTAL BID AMOUNT (in words):			
Two hundred forty six thousand seven hundred forty dollars			plus sales tax

Delivery: 180-240 Days ARO



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

November 18, 2019

**ITEM NO:** 1.c.

**SUBJECT:** Consideration of the purchase of a C30X Walk Behind Track Trencher/Trailer

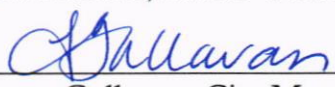
**RECOMMENDATION:** Staff recommends that Council approve the purchase of C30X Walk Behind Track Trencher/Trailer.

**DISCUSSION:** The Public Works Department is requesting that the Council approve the purchase of C30X Track Walk Behind Trencher/Trailer. This equipment is available from one local sole vendor; all other vendors are out of state. Because the trencher is available in California from one source only, the purchase is exempt from the requirement of obtaining competitive bids under Public Contracts Code Section 3400. The attached quote is from Ditch Witch West for \$19,432.27. Ditch Witch West is honoring the attached quote through December 13, 2019.

The Public Works Department currently has a 1991 trencher and it is difficult to find replacement parts for repairs. The trencher is utilized for parks, streets, and landscaping projects.

<b><u>COST:</u></b> (Enter cost of item to be purchased in box below)	<b><u>BUDGET IMPACT:</u></b> (Enter amount this non-budgeted item will impact this years' budget in box below – if budgeted, enter NONE).
\$19,432.27	None
<b><u>FUNDING:</u></b> (Enter the funding source for this item in box below – if fund exists, enter the balance in the fund).	<b><u>ON-GOING COST:</u></b> (Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE).
Funding Source: General and Street Fund Parks \$11,659.37 and Streets \$7,772.90  Fund Balance: General – FYE 17-18 \$ 2,763,856 Streets – \$ 194,283	None

**RECOMMENDATION:** Staff recommends that Council approve the purchase of C30X Walk Behind Track Trencher/Trailer.

/s/  
Shane Ferrell, Public Works Director  
  
Teresa Gallavan, City Manager

11/14/2019  
Date  
11-14-19  
Date

## DITCH WITCH WEST (FOWLER, CA)

7323 EAST MANNING AVENUE  
FOWLER, CA 93625-9757  
Phone 559-834-3998  
Fax 559-834-5751

CITY OF SELMA  
1325 Nebraska Ave  
Selma, CA 93662

Attn: Shane  
559-308-0762

Quote: 50247204  
Ext. Ref.:  
Description:  
Date: 11/13/2019  
Salesperson: Jeff Mello  
Mobile: 559-283-6711  
E-Mail: Jmello@ditchwitchwest.com

### Price Quote

Quote valid for: 30 days, until 12/13/2019

## DITCH WITCH C30X WALK BEHIND TRACK TRENCHER

The Ditch Witch Model C30X trencher basic power unit includes the following: Briggs and Stratton Vanguard® gasoline engine (31hp net) (electric start) double gear pump hydraulic system independent infinitely variable-speed hydraulic ground drive easy touch ground drive controls hydraulic digging chain drive and boom lift long track short track ground drive system with no trail wheel all bearings are maintenance free, hydraulic oil cooler remote high capacity fuel tank, and Donaldson® remote air filter

Item	Qty	Part Number	Description		
10	1	C30XA	C30X Track Walk Behind Trencher		
20	1	140-1268	36" BOOM ASM (35K)		
30	1	140-1376	DANGER RESTRAINT BAR (36")		
40	1	145-562	PIVOT STUB ( 1 9/16" X 14.75")		
50	1	137-236	35K 2P CMB DUR/SHK B 68P 4.6		
				Subtotal \$	17,071.20

Item	Qty	Part Number	Description		
60	1	S3C	S3C Single Axle Trailer		
				Subtotal \$	2,361.07

**Subtotal \$ 19,432.27**

US Dollars

**NOTE: Quoted price is plus all applicable sales, use, excise or tire taxes, and DMV Fees. Registration and fees for any unit subject to California Air Resource Board regulation, is customer responsibility.**



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

November 18, 2019

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**ITEM NO:** 1.d.

**SUBJECT:** Consideration of an appointment to Consolidated Mosquito Abatement  
District Board of Trustees

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**RECOMMENDATION:** Consider appointment for a four year term on the Consolidated Mosquito Abatement District Board of Trustees.

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**DISCUSSION:** The Consolidated Mosquito Abatement District has notified the City of Selma that our representative's term on the Board of Trustees will expire on December 31, 2019.

Mr. Pete Esraelian, who is the City's current representative, has expressed an interest in continuing to serve on the Board, other nominations may be made by Council.


The California Health and Safety Code §§ 2022 and 2024 describe the qualifications and terms of office for board members: Each person appointed by a city council to be a member of a board of trustees shall be a voter in that city and a resident of that portion of the city that is within the district. It is the intent of the Legislature that persons appointed to boards of trustees have experience, training and education in fields that will assist in the governance of the district. The trustees shall represent the interests of the public as a whole and not solely the interest of the board of supervisors or the city council that appointed them. The term of office for a member of the board of trustees shall be for a term of two or four years, at the discretion of the appointing authority. Terms of office commence at noon on the first Monday in January.

Regular meetings of the Board of Trustees of the Consolidated Mosquito Abatement District are held on the third Monday of each month at 1:00 p.m.

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**RECOMMENDATION:** Consider appointment for a four year term on the Consolidated Mosquito Abatement District Board of Trustees.

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Teresa Gallavan, City Manager

11-14-19  
Date





# Consolidated Mosquito Abatement District

13151 E. INDUSTRIAL DR  
MAIL: P.O. BOX 784  
PARLIER, CALIFORNIA 93648  
(559) 896-1085  
FAX (559) 896-6425  
www.mosquitobuzz.net

October 30, 2019

Teresa Gallavan, City Manager  
City of Selma  
1814 Tucker Street  
Selma, CA 93662

**RECEIVED**

**NOV 12 2019**

**City of Selma**

Dear Ms. Gallavan:

The current, appointed term of Mr. Pete Esraelian as the trustee from the City of Selma on the Consolidated Mosquito Abatement District Board of Trustees will expire December 31, 2019. The City Council is responsible for appointing a trustee to represent the City of Selma as a member on the District's Board.

The California Health and Safety Code §§ 2022 and 2024 describe the qualifications and terms of office for board members: Each person appointed by a city council to be a member of a board of trustees shall be a voter in that city and a resident of that portion of the city that is within the district. It is the intent of the Legislature that persons appointed to boards of trustees have experience, training and education in fields that will assist in the governance of the district. The trustees shall represent the interests of the public as a whole and not solely the interest of the board of supervisors or the city council that appointed them. The term of office for a member of the board of trustees shall be for a term of two or four years, at the discretion of the appointing authority. Terms of office commence at noon on the first Monday in January.

Regular meetings of the Board of Trustees of the Consolidated Mosquito Abatement District are held on the third Monday of each month at 1:00 pm.

Mr. Esraelian has expressed his willingness to continue to represent the City of Selma and to serve another term as a trustee.

The District's Board of Trustees respectfully requests a certified copy of the City Council's action on this matter. Please contact me if you have any questions regarding this appointment.

Sincerely,

Steve Mulligan  
District Manager

cc: Pete Esraelian

Community health, comfort and prosperity are promoted by effective, continuous mosquito abatement measures.

November 18, 2019 Council Packet

## Reyna Rivera

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**From:** Pete Esraelian <[pete.esraelian@cityofselma.com](mailto:pete.esraelian@cityofselma.com)>  
**Sent:** Tuesday, November 12, 2019 11:54 AM  
**To:** Reyna Rivera  
**Subject:** Re: Appointment- Consolidated Mosquito Abatement  
**Attachments:** 0050\_001.pdf

Yes, Reyna, I would be pleased to continue to represent the City of Selma on the eleven member Consolidated Mosquito Abatement District Board of Trustees. I have and will continue to serve the best interest of the City of Selma and the entire 1,085 square miles of the CMAD District; including property owners and residents in the unincorporated land surrounding the City of Selma. I have served 2 terms as Trustee President of the CMAD. Respectfully, Pete Esraelian

On Tuesday, November 12, 2019 09:56:01 AM PST, Reyna Rivera <[reynar@cityofselma.com](mailto:reynar@cityofselma.com)> wrote:

Good morning Mr. Esraelian,

The City of Selma received the attached letter regarding your term. We would like to take this matter to Council and would need to reaffirm your intent to serve another term. Please advise.

Respectfully,

Reyna Rivera

City Clerk

City of Selma

1710 Tucker Street

Selma, CA. 93662

559/891-2200 ext. 3104





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

November 15, 2019

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**ITEM NO:**

2.

**SUBJECT:** Public Hearing to Consider Self-Help Enterprises 84-unit Apartment Complex Project and the entitlements required to annex into the City approximately 4.21 acres located at the northwest corner of the intersection of East Dinuba Avenue and Wright Street (APN 358-120-40) in the unincorporated county area (within the City's Sphere of Influence)

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Recommendation: 1) Receive a report from Planning Consultant regarding Site Plan Review, Pre-Zoning, Annexation No. 2019-0013, and Mitigated Negative Declaration;

2) Open a public hearing and invite members of the public to provide feedback on the proposed amendment; and

3) Close the public hearing when there is no further input from the public, and consider entitlements required for annexation: Site Plan Review, Pre-Zoning, Annexation No. 2019-0013, and Mitigated Negative Declaration.

---

**Discussion:** The purpose of this agenda item is to conduct a public hearing to consider the above requested entitlements. The applicant is requesting an annexation to the City of Selma, accompanying rezoning to R-3 (Multiple Family Residential), and Site Plan Review to build an 84-unit affordable apartment complex on a 4.59-acre vacant lot. The lot in question is on the northwest corner of the intersection of East Dinuba Avenue and Wright Street. The proposed zoning for this lot is R-3 (Multiple Family Residential).

The proposed complex will include a total of 84 dwelling units, 83 of which will be affordable units for low-income groups in addition to open space/park amenities & a new community center building. Dwelling units will be constructed within fourteen (14) individual 2-story buildings which will include 1-bedroom, 2-bedroom and 3-bedroom units. Other on-site improvements will include fencing, landscaping and associated parking facilities. Off-site improvements include adjacent road improvements and extension of water and sewer infrastructure to serve the site.

**Public Process and Revisions to Project**

The Planning Commission of the City of Selma conducted a duly noticed public hearing on August 26, 2019 on the Application, and considered all testimony written and oral and continued the item to the September 23, 2019 Planning Commission. During the August 26, 2019 public hearing, members of the public came forth to express concerns with the proposed project. Specifically, traffic impacts and safety concerns were mentioned. One



letter from the public was received after the public hearing and it has been attached to this staff report.

Prior to the September 23, 2019 public hearing, the applicant revised their site plan and made changes to the elevations in an effort to address concerns expressed by the commissioners and members of the public. The site plan has been revised to include an additional 10 on-site parking spaces. To provide additional privacy to existing single-family residences, translucent glazing has been added on all north facing windows for buildings 7 – 14 and setbacks have been proposed as follows:

<b>Setback</b>	<b>Required In R3</b>	<b>Proposed Plan</b>
Front	15'	15'
Side	5'	25'
Rear	10'	20'

During the September 23, 2019 Planning Commission public hearing, many members of the public spoke in opposition of the agenda item. Concerns focused on the impacts the project could have on the existing neighborhood. An attorney representing a citizen of Selma spoke in favor of the project citing the need for affordable housing in the City. The Planning Commission voted unanimously to recommend denial of the proposed agenda item (attached).

#### **Application Information**

1. **Applicant:** Self-Help Enterprises  
**Property Owner:** Karan L Cerutti
2. **Project Location:** The subject property is located at the northwest corner of the intersection of East Dinuba Avenue and Wright Street. (APN 358-120-40).
3. **General Plan Land Use:** High Density Residential (HDR)
4. **Proposed Zoning:** R-3 (Multiple Family Residential)
5. **Applicant's Request:** The Site Plan Review is subject to Chapter 20.1 of Title 11 – Zoning and will permit the development of the multifamily apartment complex, subject to all conditions of approval. The Rezoning request to R-3 is required as part of the annexation application to the Local Agency Formation Commission (LAFCo) and to make the property consistent with the existing General Plan Designation of HDR.

<b>Adjacent Land Use, Zone, and General Plan Designation</b>			
<b><u>Direction</u></b>	<b><u>Current Use</u></b>	<b><u>Zone</u></b>	<b><u>General Plan</u></b>
North	Residential Subdivision	R-1-7	Medium Density Residential
South	Residential Subdivision	R-1-7	Low Density Residential
East	Vacant	AE20 (County)	Medium Density Residential
West	Residential Subdivision	R-1-7	Low Density Residential

### **Zoning/General Plan**

The project site is currently designated High Density Residential (HDR) within the General Plan. The applicant has proposed to prezone the property to R-3 as part of the annexation process to bring the property within the city limits. Per Table 1-1 of the General Plan, R-3 would be the only currently available zone district consistent with the HDR designation. The density allowance within the HDR designation is 13 to 19 units per acre. The proposed density of the project would be 18.3 units per acre and would be within the range allowed by the General Plan.

Multiple dwellings are allowed by right within the proposed R-3 zone district. Multiple dwellings are defined as “a building, or portion thereof, designed for occupancy by, or occupied by, four (4) or more families living independently of each other.” Multifamily dwellings, or “multiple dwelling” as the code describes it, are permitted uses, subject to the provisions of Chapter 20.1, “Site Plan Review”.

### **Density Bonus Incentives**

Under State Law, local agencies must grant density bonus requests for affordable housing projects as a non-discretionary act subject to the provisions of the Government Code. Additionally, applicants may request incentives such as relief from local development standards in order to promote fiscal viability of an affordable housing project. Staff has reviewed the request by the applicant for density bonus related incentives. Staff has approved the request pursuant to the requirements of State Law as a non-discretionary act. The applicant has requested relief from two development standards; a reduction in the required number of off-street parking spaces and a reduction in the required amount of on-site open space areas. According to the applicant, these concessions reduce overall costs of the project by over \$230,000. The site plan proposed before the Planning Commission and subsequently the City Council incorporates these concessions. The concessions are further discussed in this staff report under the appropriate development standard.

### **Access and Right of Way**

Access to the property will be from two locations, one on East Dinuba Avenue (south) and one on Wright Street (east). Staff supports having two access points because it will allow for better circulation in and out of the property for residents, visitors, fire emergency vehicles, and refuse vehicles.



### **Parking/ On-Site Circulation**

The zoning code requires 1.5 spaces for each 1-bedroom unit, 2 parking stalls for each 2-bedroom dwelling unit 2.5 stalls for each 3 or more bedroom unit. The applicant proposes 28 units of each varying bedroom type. Therefore, a total number of parking spaces that would typically be required is 168 parking spaces. The applicant is proposing a total of 124 space with an additional 88 bicycle parking spaces. The applicant is proposing an additional 19 spaces on-street. The development incentives of the density bonus find that the parking variation to promote the affordable housing is acceptable. However, the applicant shall advise its tenants that they shall only park along the adjacent roadways of the proposed project and not within adjacent residential neighborhoods.

### **Architectural and Site Design Standards**

The site meets the City's design standards for height and setbacks. Because the project is adjacent to existing residentially developed zones, a solid masonry wall of 5 to 6 feet is required along the western and northern property lines. The architectural renderings of the project are provided as Attachment C.

### **Signage:**

All new signage would be required to meet the City Zoning Ordinance and a separate permit is required. The project would be allowed building signage and monument signage per the standards in the City Zoning Ordinance.

### **Open Space:**

The applicant has proposed reducing the requirement of 150 square feet for first floor units to 100 square feet. The rational for development incentive is to create more space for more units in compliance with the affordability requirements of the funding agency. The addition of the community center building and associated community open space has been provided to justify the reduction of private open space. This development incentive has been granted by staff as a non-discretionary act in accordance with state law and shown in the site plan provided.

### **Environmental Assessment:**

Pursuant to California Environmental Quality Act (CEQA) Guidelines, a draft Initial Study (IS) and Draft Mitigated Negative Declaration (MND) with Mitigation Monitoring and Reporting Program (MMRP) was prepared for the project. As noted by outside agencies, the proposed project did not qualify for any in-fill or affordable housing exemptions predominantly because the property is not located within the City and requires annexation. If the property had been within the city limits, it would have qualified for an exemption. Mitigation measures to reduce impacts to biological, cultural, hydrology and tribal resources have been provided within the draft MND and MMRP.



**Findings – Rezoning and Annexation:**

No specific findings are required by the Selma Municipal Code as part of rezoning and annexation application; however, this action must maintain consistency with the General Plan. Consistency would include being aligned with the policies of the Land Use Element designation of HDR as well as other related policies within the General Plan. Therefore, the following findings of approval are proposed:

- A. That the proposed use is consistent with the Selma General Plan and applicable land use component plans which may establish criteria for approval and/or standards for development.
- B. The project is consistent with the High-Density Residential land use designation of the General Plan, according to Table 1-1 – Land Use and Zoning Consistency, as it allows for multi-story apartment developments at a density between 13 and 19 units per acre.
- C. The proposed project is designed in a manner that minimizes impacts to adjacent, existing single-family residential subdivisions. Outdoor recreation areas are located away from the neighborhoods along with parking areas being buffered away from adjacent subdivisions. Landscaping is provided to provide more of a transition and screening along the property lines adjacent to existing residential neighborhoods.
- D. The project is currently within the existing urban development boundary and the established Sphere of Influence. The project is substantially surrounded by existing development and consistent with the growth pattern of the area. The project could not be considered premature or leapfrog as over 75 percent of the area surrounding the project is currently development and infrastructure to service the area already exists.
- E. The project would provide 84 affordable units within the low-income category of the Regional Housing Needs Allocation (RHNA) identified within the 2023 Housing Element. These units will aid in the City provided a range of housing options for its residents.

**Site Plan Review:**

The following standards from the City Zoning Ordinance, except those modified by the incentives approved for the Density Bonus request by the applicant, shall be met:

- 1. Lot Dimensions
- 2. Height
- 3. Setbacks
- 4. Walls & Fences
- 5. Off-Street Parking (modified by Density Bonus Incentives)

6. Access: Pedestrian, Vehicular, and service
7. Signs
8. Lighting
9. Street dedications and improvements
10. Landscaping and Open Space (modified by Density Bonus Incentives)

The standards of the Site Plan Review, pursuant to the Municipal Code, have all been met. The items modified by the Density Bonus incentives includes off-street parking and open space requirements have been accepted in accordance with state law in order to achieve financial and development viability of the proposed affordable project.

**Findings – Site Plan Review**

Pursuant to Section 11-20.1(B)5 of the Municipal Code, the Site Plan Review shall be approved only when the designated approving authority that the proposed use or activity complies with all of the following findings:

- A. All of the applicable provisions of this Chapter are complied with;
- B. The following are so arranged that traffic congestion is avoided and pedestrian and vehicular safety and welfare are protected, and there will be no adverse effect on the surrounding property;
  - a. Facilities, improvements, and utilities
  - b. Vehicular ingress, egress, and internal circulation
  - c. Setbacks
  - d. Height of buildings
  - e. Location of service use areas
  - f. Walls; and
  - g. Landscaping
- C. The proposed lighting is so arranged as to deflect the light away from adjoining properties; and
- D. The proposed signs will not by size, location, or lighting interfere with traffic or limit visibility.
- E. That any conditions of approval are deemed necessary to protect the public health, safety, and welfare.

**Recommended Conditions of Site Plan Review:**

Staff proposes the following conditions of approval:

Planning Conditions:

1. The applicant shall submit a Site Photometric (lighting) Plan at time of building permit.
2. The applicant shall submit a landscape plan at time of building permit submittal. The landscape plan shall be compliant with Model Water Efficient Landscape Ordinance, including but not limited to the following conditions:



- a. Plan shall include square footages of landscaped area shown and water use calculations;
  - b. Turf shall be limited to no more than 25% of total landscape area;
  - c. No turf shall be permitted in any landscape area less than eight feet (8') in width;
  - d. The landscape plans shall include a regular maintenance schedule, per the Zoning Ordinance; and
  - e. Water use classifications shall be based on Water Use Classification of Landscape Species IV.
3. An encroachment permit shall be obtained prior to commencement of work in the public right of way.
4. Trash enclosures shall be designed to accommodate refuse and recycling bins and be ADA accessible by residents. The trash enclosure shall also include a roof structure and be enclosed by a finished block wall.
5. The project shall connect to existing sewer and water lines. Sewer and water services shall be installed per plans approved by the City Engineer.
6. A separate sign application and administrative approval process will be required before ordering or installing any signage or lease up signage and flags so that it is in conformity with city's sign ordinance.
7. The developer shall comply with the San Joaquin Valley Air Pollution Control District (SJVAPCD) standards. The project will be required to meet Rule 9510 (indirect source review) and submit a construction notification to the district for the project and that compliance with the Districts Regulation VIII (fugitive dust) Rules will be monitored.
8. Outdoor lighting shall utilize energy efficient fixtures and lamps, such as LED, high pressure sodium, metal halide, low pressure sodium, hard wired compact fluorescent, or other lighting technology that is of equal or greater efficiency. All new outdoor lighting fixtures shall be energy efficient with a rated average bulb life of not less than ten thousand (10,000) hours.
9. Architectural features may be illuminated by up lighting, provided that the lamps are low intensity to produce a subtle lighting effect and no glare or light trespass is produced. Wherever feasible, solar powered fixtures should be used.
10. A solid masonry wall of no less than six (6) be constructed along the northern and western property lines between the project and existing single-family residential neighborhoods. The walls shall be constructed of decorative block or be stuccoed and painted in a manner acceptable to the Planning Department. Precision block and wood fencing is not permitted.
11. The applicant shall comply with all mitigation measures as adopted within the Mitigated Negative Declaration in accordance with the California Environmental Quality Act (CEQA).

Fire Department Conditions:

12. Construction documents (plans and cut sheets) and calculations for all fire protection and notification systems shall be provided in an approved format to Selma Fire Prevention Bureau for review. Installation or modification of any fire protection or



notification system shall not be started without first receiving a permit from Selma Fire Prevention Bureau. Permits will not be issued until plans are approved by Selma Fire Prevention Bureau and the permit fees are paid to Selma Fire Prevention Bureau. (CFC, Appendix 105.4)

13. Plans submitted to Selma Fire Prevention Bureau shall include the governing codes used for the project, type of occupancy and type of construction. Provide a "Fire Protection" page in your general construction plans that include a depiction of all fire protection systems applicable to the project. Please include project notes indicating any applicable requirements that are not included on the page. List any submittals to be deferred, such as fire sprinklers and fire alarms in the project notes. Underground water supply and access requirements shall not be deferred.
14. Fire sprinkler systems shall be installed and maintained in accordance with the California Fire Code, Selma Fire Prevention Bureau amendments and policies and NFPA Standards 13R. Fire sprinkler systems shall be monitored by an approved fire alarm system that reports to a monitoring company. (CFC 903)
15. When fire apparatus access roads or a water supply for fire protection is required to be installed, such protection shall be installed and made serviceable prior to construction except when approved alternative methods of protection are provided. (CFC Sec. 501, 3312)
16. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches. They shall be designed and maintained to support the imposed loads of fire apparatus (45,000) pounds. The minimum widths and clearances shall be maintained at all times. (CFC 503)
17. Dead-end fire apparatus access roads in excess of 150 feet in length shall be provided with an approved area for turning around the fire apparatus. If area for turning is not possible, fire access gate would be required on Wright Street. (CFC 503)
18. An approved lock or opening device (Knox) shall be installed on walk-through and vehicle gates or similar barriers when required by the fire code official. Vehicle gates shall not be less than 20 feet wide. (CFC 506)
19. An approved water supply for fire protection, either temporary or permanent, shall be made available as soon as combustible material arrives on the site. CFC Sec. 3312.1
20. Fire hydrant systems shall comply with the CFC, Sections 507.1 through 507.5.6 and Appendix C or by an approve Method. A 3-foot clear space shall be maintained around the circumference of fire hydrants except as otherwise required or approved. Fire hydrants shall be painted safety yellow in color and have a "blue dot" installed on the driving surface near the hydrant. Hydrant is required within 100' of any Fire Department Connections. Fire Department Connections shall have locking caps by Knox. (CFC 912)
21. Vehicle impact protection shall be required when any fire protection equipment is located closer than 4-foot from the face of a curb or when located in open areas such as parking lots and yards. Physical barriers shall be a minimum of 72 inches high and have a minimum diameter of 3 inches. The barrier shall be a steel pipe filled with concrete and painted safety yellow. The pipes shall be spaced at 36 inches on center. The pipe shall be installed so that 36 inches of the pipe are below ground and 36



inches of the pipe are above ground. The footing for the pipe shall be 36 inches deep with 24 inch side dimensions. The physical barrier shall resist a force of 12,000 pounds, applied 36 inches above the adjacent ground surface. (CFC 312)

Engineering Conditions:

22. Existing sewer nearest project site has no additional capacity. Sewer main must be extended to Golden State to serve the proposed site.
23. Relocate above ground dry utilities underground.
24. Widen Dinuba Avenue to ultimate configuration per City Standards along project frontage.
25. Construct Wright Street from Dinuba to the north, matching existing
26. Drainage to be conveyed by surface flow to existing curb and gutter system; no new storm drain improvements required.

SKF Sanitation District Conditions:

27. Complete and submit the multi-family sewer connection application prior to the issuance of the sewer connection permit.
28. Install a sewer service lateral (size to be determined) with cleanout and box at the property line.
29. Call SKF for an inspection of the sewer lateral installation.

General Conditions:

30. All requirements of the Selma Municipal Code, as they pertain to this application, shall be complied with and such requirements shall be made a condition of permit approval.
31. The Applicant and Property Owner shall within thirty (30) days after approval of Submittal No. 2019-0013 submit to the Planning Department his/her written consent to all of the conditions referenced herein. The Applicant understands that approval of this Resolution and will be of no force or effect unless such written consent is submitted to the City within the stated 30-day period.
32. The Applicant and Property Owner shall indemnify, protect, hold harmless and defend the City and any agency or instrumentality thereof, and/or any of its officers, employees and agents from any and all claims, actions, or proceedings against the City to attack, set aside, void, annul, seek monetary damages resulting from an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board or legislative body including actions approved by the voter of the City, concerning the entitlement application. City shall promptly notify both the applicant and landowner of any claim, action, or proceeding to which this condition is applicable and shall further cooperate fully in the defense of the action. The City reserves its right to take any and all action the City deems to be in the best interest of the City and its citizens in regard to such defense.

On November 6, 2019, the notice of hearing was published in the Selma Enterprise, and mailed to property owners within a 300 feet radius of the project site on November 8, 2019.

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Recommendation: 1) Receive a report from Planning Consultant regarding Site Plan Review, Pre-Zoning, Annexation No. 2019-0013, and Mitigated Negative Declaration;

2) Open a public hearing and invite members of the public to provide feedback on the proposed amendment; and

3) Close the public hearing when there is no further input from the public, and consider entitlements required for annexation: Site Plan Review, Pre-Zoning, Annexation No. 2019-0013, and Mitigated Negative Declaration.

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<u>/s/</u>	<u>11/14/2019</u>
Kira Noguera, Planning Consultant	Date

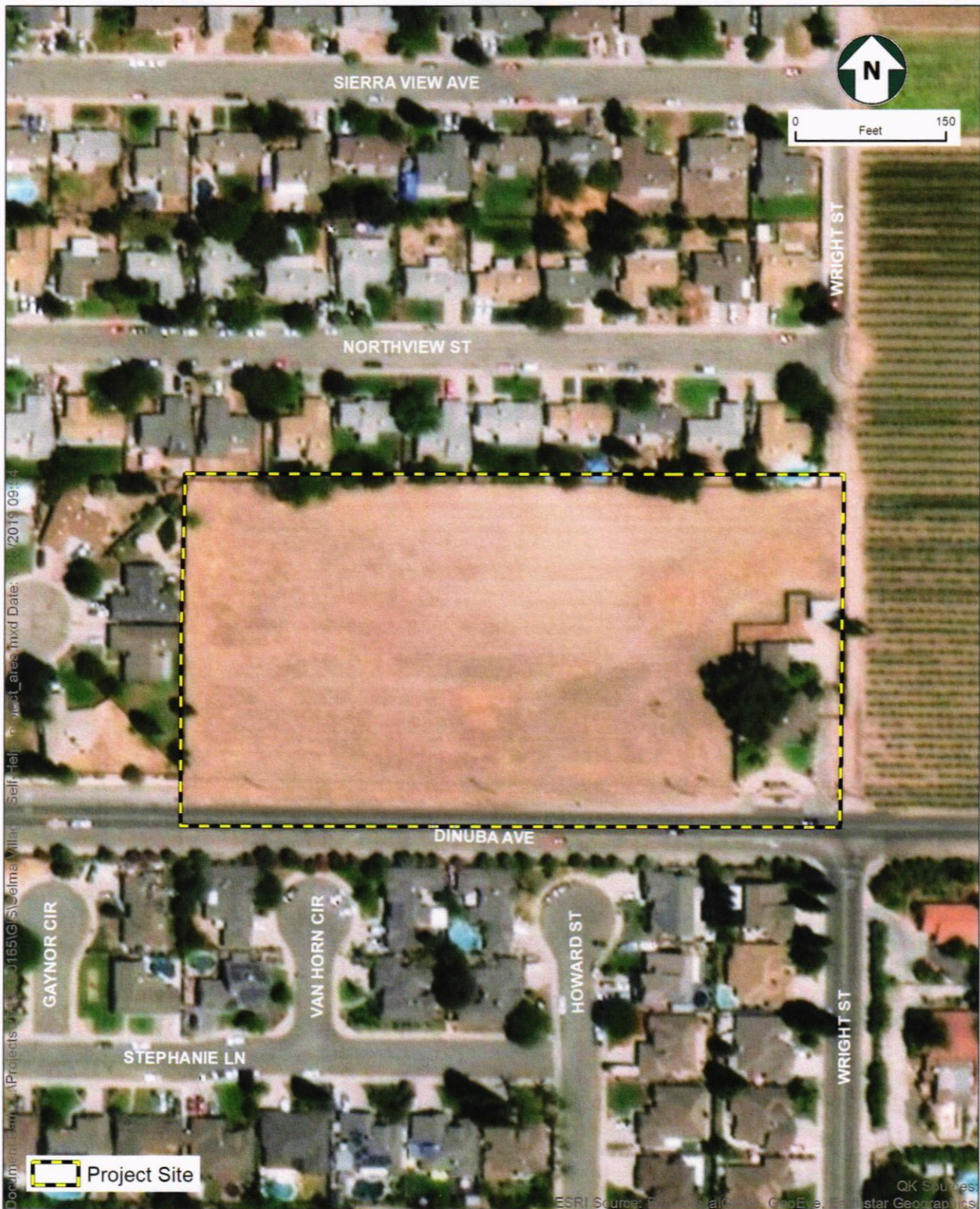
<u>/s/</u>	<u>11/14/2019</u>
Teresa Gallavan, City Manager	Date



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### ***Attachments***

- A. Location Maps
- B. Site Plan
- C. Architectural Renderings of Units and Community Center
- D. Draft Initial Study and Draft Mitigated Negative Declaration
- E. Letter from the public
- F. Additional information provided by the applicant.
- G. Letter in support from Fresno County Rural Transit Agency
- H. Planning Commission Resolution Denying Recommendation
- I. City Council Entitlement Resolutions and Ordinance











■ SITE PLAN (COLORED) - SCALE 1" = 50'



#### PROJECT SUMMARY:

14 BLDGS: EACH (2)1BR, (2)2BR, (2)3BR

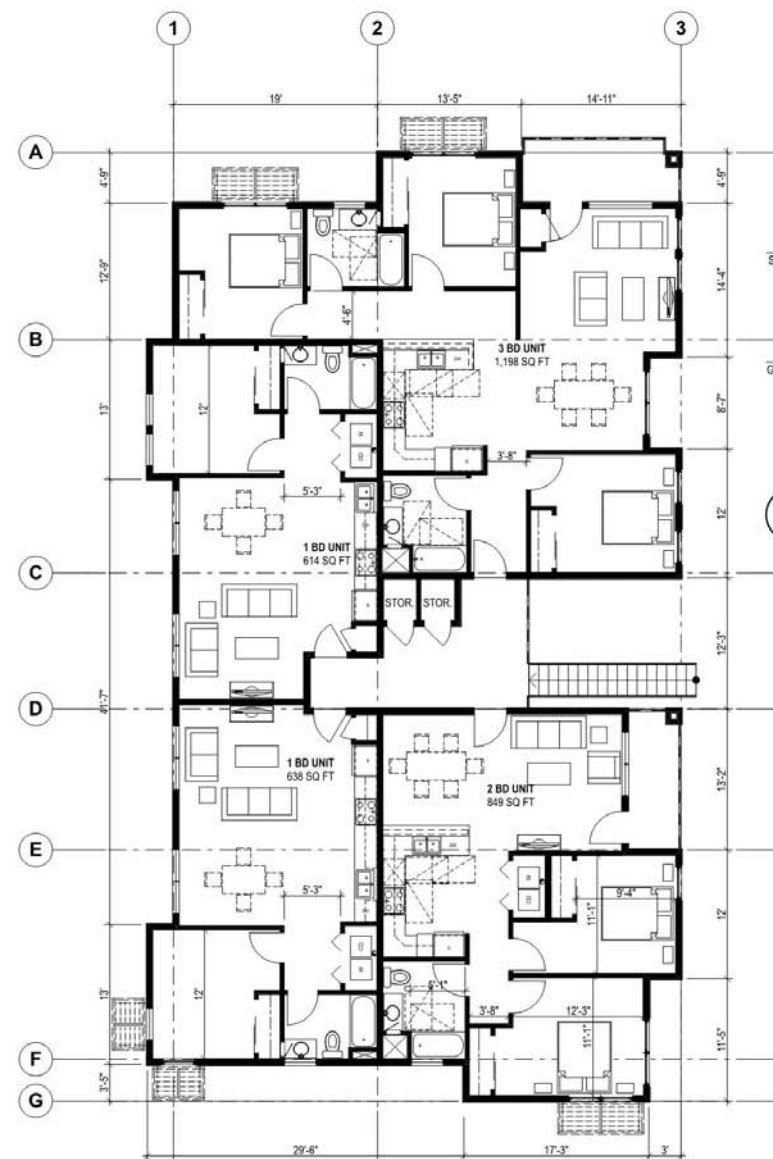
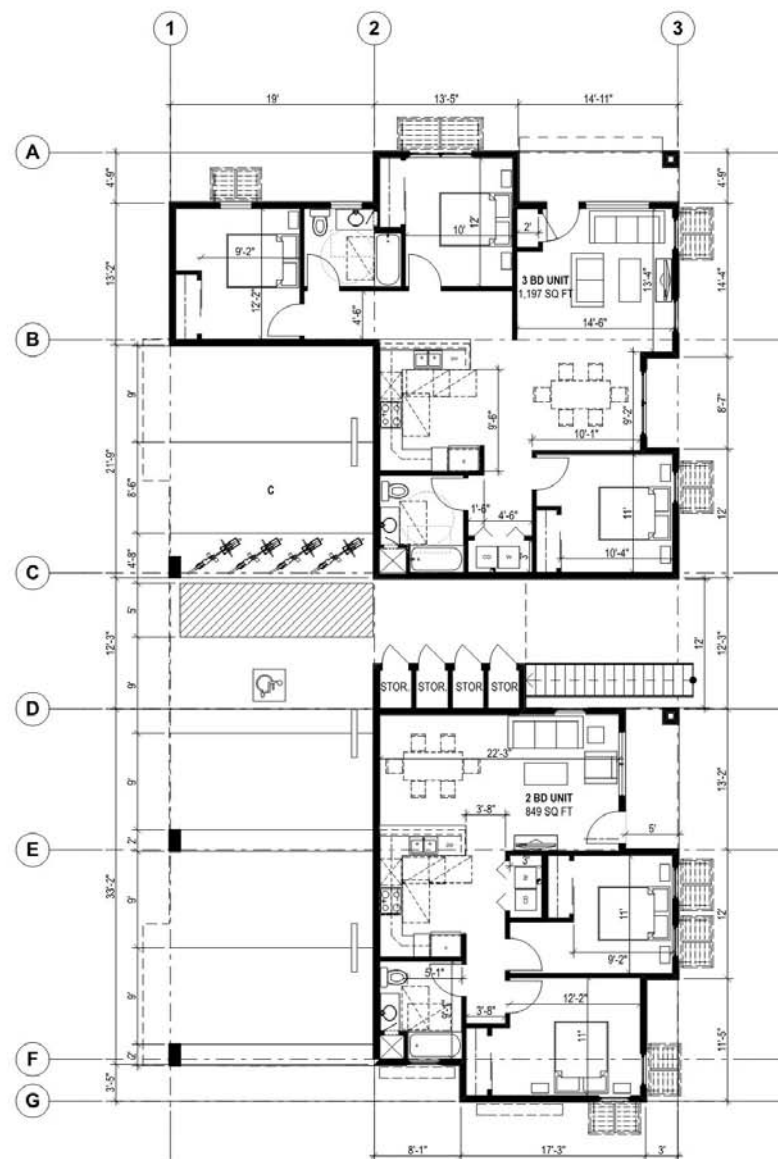
TOTAL: 84 UNITS WITH (28)1BR, (28)2BR, (28)3BR

PARKING SPACES: 134 ON-SITE APPROX. / 19 OFF-SITE

BIKE SPACES: 84 COVERED / 4 UNCOVERED

OPEN SPACE: 43.85% (NON-BLDG & AUTO DRIVES - DOES NOT INCLUDE PLANTING STRIP ALONG PUBLIC ROW)





Added Note:  
—Sunshades Optional







2 SOUTH ELEVATION  
SCALE 1/8" = 1'-0"



3 WEST ELEVATION  
SCALE 1/8" = 1'-0"



4 NORTH ELEVATION  
SCALE 1/8" = 1'-0"



1710 Tucker Street

Selma, CA 93662

Subject: Proposed development of an 84-unit, two story multifamily affordable housing complex on (APN358-120-40)

The application paperwork for this project has several contradictions. Here are a few:

In the project summary it states the existing house will be preserved and relocated off-site. On p. 31 it states the project would not result in existing residences being removed.

Project summary states 124 parking spaces on site and 19 off-site. Else where it says 16 off-site.

Application Assessor's Parcel shows 4.21 acres. Page 3 says 4.59 acres.

In the 2 pages of the Request for Development Concessions the phrase, to make this project economically or financially feasible appears 7 times. In some research I did, the number 2 problem with dependence on government subsidized loans is delay in funding those loans. Suppose the project gets started and expected funding fails to come through on time, what happens then? It is reasonable to expect the project cost will exceed that estimated as it does in almost every building project, how is the project then completed? Then comes the problem of loan repayment. Although it is deferred for a time, it still must be repaid. This leads to the number 1 problem with subsidized loans. It is delay in receiving subsidized rent funding which affects the renter's ability to make payments. Is the city of Selma willing to accept this reality?

Next let's address the development concessions required for the city to make. The application requests "modest deviations from current standards in city ordinances." I do not consider the concessions they are asking for to be modest. First, they have to have 20 units per acre to be funded. In order to pack requested 84 units into 4.21 acres they are requesting city required setbacks of 20 ft. to be reduced to 15 ft. on the north side. Then allow 18 in. of overhang on the second story into the setback on the south and east sides. Neighbors on the north side will certainly be deprived of enjoyment of their back yards with 2 story units 15 ft. from their fence. Do you want to set a precedent for other builders to reduce setbacks?

Second, they are requesting private open space be reduced from 150 sq. ft. to only 100 sq. ft. That is only a 10 x 10 ft. area per ground level unit and 2 units have no private space.

Third, according to the staff report they are typically required to provide 168 parking spaces. Well, when you pack 84 units into such a small area, there is not room for even the 140 spaces the applicant proposed. Their answer is put 124 on-site and the remaining 16 spaces on the public street of Dinuba Ave. How can public parking on an already congested street be considered as fulfilling their requirement to provide parking?

On page 9 regarding air quality they state the emissions would be similar to other residential projects. Think about adding 140 cars to already congested Dinuba Ave. and Wright Street, where traffic is currently stop and go for long periods of time 4 times a day. This includes semitrucks with their diesel emissions waiting to move. This is not at all similar to other residential streets in Selma.



On page 16 it addresses the mandated on-site solar systems capable of producing 100 percent of the electricity demands of the residents. My neighbors and I have solar and we know the number of panels needed to meet the consumption demands of our single-family residences. Even if every roof surface is covered with panels, I don't believe it would produce 100% of the demand usage for 84 apt. units, especially in the summer months. So, is this another concession the city would have to make?

On page 25 it states the project involves the construction of a three-unit apartment complex on 0.21 acres to provide for storm water collection. Using that formula, if my math is correct, this would only provide for 60 units, not 84.

On page 27, it states development would blend with the existing neighborhood and would not divide an established community. False. Placing 84 apts. with 305 people in our very low-density neighborhood would certainly have a negative impact and divide the community. It could not be considered as blending in with the existing residences.

On page 31 it states that adding 305 people to a city with a population of 24,782 is not significant. That may be true if those 305 people were scattered all around town. However, when they are all placed on the intersection of two of the most congested streets it does create a significant influence. That cannot be mitigated away. It also states the project is to construct 3 multi-family residential units. What does that mean?

On page 34 it talks about increasing hazards. It says the total anticipated trips for the project would be 456.96 daily trips. These additional 456.96 vehicle trips have to travel down Dinuba Ave. or Wright Street. Consider all the children crossing the street to get to school and home again and walking along the street. Would not these additional trips pose a threat to their safety?

Also, consider the schools themselves. With 305 residents, a good guess is that half of them would be children. Neither Jackson nor Indianola could accommodate such an increase of students with out new construction. More tax dollars would have to come from all Selma residents to fund this. Tax dollars for the loan. Tax dollars for the subsidies. Tax dollars for the schools. And so on.

On page 4 of the Staff Report, paragraph 4 states the infrastructure to service the area already exists. Page 7 states existing sewer has no additional capacity, and must be extended to Golden State. This would be a major cost for the city of Selma. Is this cost in your budget? Where would the money come from?

On page 5 of the Staff Report it states the Site Plan Review shall be approved only when the proposed use is so arranged that traffic congestion is avoided and pedestrian and vehicular safety and welfare are protected, and there will be no adverse effect on the surrounding property. There is no way to avoid more congestion with all additional 456.96 daily trips traveling either on Wright St. or Dinuba Ave. There is definitely an adverse effect on the surrounding properties.

Please do not approve these development concessions and please deny the request to build these 84 apartments. Respect the wishes of the residents who live in this area who do not want the negative impact this development would cause.

Sincerely,

Gladys Griffith





## Planning Department

**From:** Karen Saucedo <KarenS@selfhelpenterprises.org>  
**Sent:** Tuesday, September 17, 2019 5:57 PM  
**To:** Planning Department  
**Subject:** Changes in Site Plan & Upcoming PC Meeting  
**Attachments:** 2 SITE PLAN CONCEPT (COLORED) 9-17-19.pdf; Self Help-Bldg A-9.17.19.pdf

Hi Kira,

Attached is our revised site plan with the following changes:

- Increased side and rear setbacks

Selma Setbacks for R3	Required R3	Previous Plan	Revised Plan
Front	15'	15'	15'
Side	5'	20'	25'
Rear	10'	15'	20'

- 10 parking spaces added for a total of 134 on-site parking spaces
- Translucent glazing added on all north facing windows for buildings 7 – 14

Although the prior traffic study didn't provide information specific to the intersection at Dinuba and Wright, Planning Commission should be reminded that traffic impacts were analyzed under the CEQA process and determined to have no significant impact. SHE plans to apply for Affordable Housing and Sustainable Communities (AHSC) funding for the project which, if awarded, will make funding available not only for multi-family housing construction, but also for transportation needs. Eligible costs include such things as installation of traffic control devices, installation of new or improved pedestrian crossings, traffic calming projects (i.e., development of curb extensions, roundabouts, median islands, etc.), and more.

Additionally, SHE is committed to working with the City to find the resources necessary to extend the sewer line to Golden State, presenting an opportunity for the City to address an issue that has hindered development in the area. Possible funding sources for sewer improvements include AHSC and Infill Infrastructure Grant (IIG) funds. Notices of Funding Availability are expected to be released in October. This is the reason for our tight timeline.

### Karen Saucedo

Senior Project Manager

Self-Help Enterprises



8445 W. Elwin Court  
P.O. Box 6520  
Visalia, CA. 93290

559-802-1670 Office

559-651-3634 Fax  
[KarenS@selfhelpenterprises.org](mailto:KarenS@selfhelpenterprises.org)  
[www.selfhelpenterprises.org](http://www.selfhelpenterprises.org)

*Honored to be recognized as a  
Top 50 Affordable Housing Developer  
& a California Non-Profit of the Year*

## Planning Department

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**From:** Betsy McGovern-Garcia <betsyg@selfhelpenterprises.org>  
**Sent:** Friday, September 20, 2019 9:43 AM  
**To:** Planning Department  
**Cc:** Karen Saucedo  
**Subject:** FW: Changes in Site Plan & Upcoming PC Meeting

Hi Kira:

Yes, you can include the e-mail below, and would you also share the following summary:

- We understand the concerns from the community about the proximity of two-story housing next to the adjacent single-family homes. Therefore, we have increased the set-backs (the chart is below from Karen) to add additional buffer space between the units and adjacent homes. We will also add translucent glazing to the second story windows so there is limited view out from the second story windows.
- We added additional parking to the site so the project meets the code requirements. This should address concerns about adequate parking.
- Self-Help Enterprises (SHE) understands the need for the City to extend the sewer line in Dinuba Avenue. It has been brought to our attention that other viable economic development projects could not proceed due to the sewer challenge. SHE is committed to working with the City, through this project, to secure funds for the project. For example, SHE and the City can apply for up to \$7,000,000 from the Infill Infrastructure Grant program to construct the sewer improvements in conjunction with this project. SHE plans to apply for Affordable Housing and Sustainable Communities (AHSC) funding which can be used for sewer upgrades also.
- It has been noted the City is out of compliance with the Housing Element as a result of not rezoning adequate sites for medium and high density housing. This project will assist the City in meeting the Housing Element goals. There are new consequences for the City not having a compliant housing element, such as inability to access State resources such as Permanent Local Housing Allocation funding and the potential for lawsuits from community members unable to access affordable housing. SHE would be happy to work with the City and HCD to meet Housing Element compliance. The California Coalition for Rural Housing has also offered to host a workshop for City Council and Planning Commission about the Housing Element, if the City is interested.
- Although the prior traffic study didn't provide information specific to the intersection at Dinuba and Wright, Planning Commission should be reminded that traffic impacts were analyzed under the CEQA process and determined to have no significant impact.

In addition, SHE has been working with Fresno County Rural Transit Agency to partner on the AHSC application and is also working to establish a partnership with the Boys and Girls Club to improve their access to transportation.

Thank you.

Betsy





## Fresno County Rural Transit Agency

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2035 Tulare Street, Suite 201, Fresno, CA 93721  
tel 559-233-6789 Fax 559-233-9645  
[www.ruraltransit.org](http://www.ruraltransit.org)

September 20, 2019

Thomas J. Collishaw  
Self-Help Enterprises  
8445 W. Elwin Ct.  
Visalia, CA 93290

**RE: Selma Village Affordable Housing Project, 9702 E. Dinuba Avenue**

Dear Mr. Collishaw,

The Fresno County Rural Transit Agency (FCRTA) is pleased to provide this letter of support for Self-Help Enterprises' *Selma Village Affordable Housing Project* and application for Affordable Housing and Sustainable Communities (AHSC) funding from the Department of Housing and Community Development (HCD).

The Selma Village project provides the opportunity for construction of a high quality 84-unit multi-family rental project within the City of Selma, County of Fresno. Safe, affordable housing is a critical need in the community, a need that has been successfully addressed by SHE in San Joaquin Valley communities since 1965. The proposed project would provide affordable rental housing for low-income families residing in Selma and allows for further collaboration between SHE and FCRTA to ensure residents have access to high quality public transportation.

Partnering with SHE and the City of Selma, FCRTA will assist in identifying opportunities for infrastructure improvements and expansion of transit services in the project area. This project, and the application for AHSC funding, presents an opportunity to acquire more efficient buses, provide free transit passes to the residents for a period of three years, potentially locate electric vehicles on-site for ride sharing, and close sidewalk and bike lane gaps within a 1 mile radius of the project. FCRTA fully supports SHE's application to annex the property in to the City of Selma and efforts to address infrastructure challenges in Selma.

Should you have any questions, please contact me at (559) 233-6789 or [mstites@fresnocog.org](mailto:mstites@fresnocog.org).

Sincerely,

Moses Stites  
General Manager  
Fresno County Rural Transit Agency

## **RESOLUTION NO. 2019-07**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SELMA, CALIFORNIA RECOMMENDING DENIAL OF SITE PLAN REVIEW, PREZONE AND ANNEXATION NO. 2019-0013 FOR THE DEVELOPMENT OF AN 84-UNIT, TWO-STORY MULTIFAMILY AFFORDABLE HOUSING COMPLEX (APN 358-120-40) TO THE SELMA CITY COUNCIL AND DRAFT INITIAL STUDY, DRAFT MITIGATED NEGATIVE DECLARATION AND DRAFT MITIGATION MONITORING AND REPORT PROGRAM REGARDING SAME, AND MAKING FINDINGS AGAINST**

### **RECITALS**

**WHEREAS**, on June 11, 2019, Self Help Enterprises, ("Applicant"), filed a complete application requesting the approval of a site plan review, prezone to R-3 and annexation to the City of Selma, No. 2019-0013 described herein ("Application" or "Project"); and

**WHEREAS**, the Application applied to develop an 84-unit, affordable housing project on a 4.59 acre vacant lot located on the northwest corner of East Dinuba Avenue and Wright Street, Selma, California, Assessor's Parcel Number 358-120-40 ("Property"); and

**WHEREAS**, the Property has vehicular and pedestrian access from East Dinuba Avenue and Wright Street; and

**WHEREAS**, the Property is currently fallow agricultural land and predominantly vacant,

**WHEREAS**, the Land Use Element of the General Plan designates the Property for High Density Residential uses. The Project is consistent with the General Plan as it will provide essential services and does not conflict with the established goals and objectives of the Land Use Element. The corresponding zoning designation, R-3 (Multiple Family Residential), permits two-story apartment complexes, subject to the approval of a Site Plan Review, pursuant to Chapter 11-20-1 of the City's Municipal Code; and

**WHEREAS**, the Project is located within the City of Selma's Sphere of Influence and Urban Development Boundary and is substantially surrounding by existing development and therefore annexation is appropriate to promote orderly urban development and growth; and

**WHEREAS**, an Environmental Assessment form was submitted by the Applicant pursuant to the City's requirements. Based upon the information received and Staff's review and assessment, Project No. 2019-013, as proposed, the project required an Initial Study and Mitigated Negative Declaration in compliance with the California Environmental Quality Act ("CEQA") Guidelines, Title 14, Chapter 3 of the California Code of Regulations. Reflecting independent judgment and analysis, the Planning Commission determines that the project will not have a significant effect on the environment and recommends adoption of the Draft Initial Study, Draft Mitigated Negative Declaration and Draft Mitigation Monitoring and Report Program to the Selma City Council; and



**WHEREAS**, notice of the Planning Commission's August 26, 2019 public hearing for the Project was published in *The Selma Enterprise* on August 14, 2019, in compliance with the City's Code and Government Code Section 65091.

**WHEREAS**, notice of the Planning Commission's August 26, 2019 public hearing on the Project was also mailed to property owners within 300 feet of the Property on August 16, 2019; and

**WHEREAS**, on August 26, 2019, the Planning Commission of the City of Selma conducted a duly noticed public hearing on the Application, and considered all testimony written and oral and continued the item to the September Planning Commission; and

**WHEREAS**, on September 23, 2019, the Planning Commission of the City of Selma conducted a duly noticed public hearing on the Application, and considered all testimony written and oral; and

**WHEREAS**, based on substantial evidence provided in the whole record before the Planning Commission for CEQA compliance and public comments related to the project, it has been determined that there is no possibility that this project will have significant effects on the environment and recommends adoption of the Draft Initial Study, Draft Mitigated Negative Declaration and Draft Mitigation Monitoring and Report Program to the Selma City Council; and

**WHEREAS**, the Planning Commission deliberated and hereby makes the following Findings for the Project and recommends denial of the Project to the Selma City Council.

**NOW THEREFORE**, it is hereby found, determined and resolved by the Planning Commission of the City of Selma as follows:

**SECTION 1.** The Planning Commission finds that all of the facts set forth in the Recitals of this Resolution are true and correct and are incorporated herein by reference.

**SECTION 2.** All necessary public meetings and opportunities for public testimony and comment have been conducted in compliance with State Law and the Municipal Code of the City of Selma.

**SECTION 3.** That the Project is hereby recommended for denial.

**SECTION 4.** Based upon substantial evidence presented to the Planning Commission during the August 26, 2019 and September 23, 2019 public hearings, including public testimony and written and oral staff reports, the Planning Commission recommends to the City Council that annexation of the Property be denied and therefore will not be forward to the Fresno Local Agency Formation Commission for consideration.

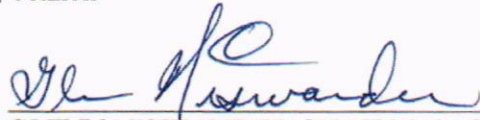
**PASSED, APPROVED AND ADOPTED** by the Planning Commission of the City of Selma at a regular meeting held on September 23, 2019, by the following vote:

AYES: COMMISSIONER: Coury, Gonzales, Fedor, Singh & Niswander

NOES: COMMISSIONER:

ABSTAIN: COMMISSIONER:

ABSENT: COMMISSIONER: Garcia, Sekhon



GLENN NISWANDER CHAIRMAN OF  
THE SELMA PLANNING COMMISSION

ATTEST:



Kira Noguera, Secretary, Selma Planning Commission



**RESOLUTION NO. 2019 – \_\_R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA  
INITIATING WRIGHT-DINUBA REORGANIZATION/ANNEXATION  
ANNEXATION NO. 2019-013  
SELF-HELP ENTERPRISES SELMA VILLAGE PROJECT**

**WHEREAS**, the City of Selma has been requested to process a proposed annexation of unincorporated territory with the short title of Reorganization/Annexation No. 2019-013 pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Division 3, commencing with Section 56000 of the California Government Code. Said reorganization is proposed to annex territory to the City of Selma and Selma-Kingsburg-Fowler County Sanitation District, and to detach from the Fresno County Fire Protection District, Kings River Conservation District and Consolidated Irrigation District; and

**WHEREAS**, the territory proposed for reorganization/annexation is uninhabited, and on this day contains No registered voters according to information received from the County Elections Office; and

**WHEREAS**, the parcel is described as Assessor's Parcel Number 358-120-40, which is Parcel 2 of Parcel Map No. 2550, recorded on September 19, 1975; and

**WHEREAS**, the reorganization proposal is made for the purpose of providing for the logical and orderly expansion of the City of Selma. Said expansion will be consistent with the Selma General Plan upon pre-zoning, which designates the area of the territory to be annexed to the City of Selma for residential purposes; and

**WHEREAS**, this proposal is consistent with the Sphere of Influence of the City of Selma; and

**WHEREAS**, the City of Selma will prepare a Plan of Services for the territory demonstrating that all City services are available to the property; and

**WHEREAS**, the City of Selma did prepare a draft Initial Study (IS) and Draft Mitigated Negative Declaration (MND) with Mitigation Monitoring and Reporting Program (MMRP) was prepared for the project; Annexation, Prezoning, and Site Plan Review No. 2019-013. The Initial Study prepared for this project shows no substantial evidence that the project may have a significant effect on the environment. A Mitigated Negative Declaration was adopted by Resolution.

**NOW, THEREFORE, BE IT RESOLVED**, this Resolution of Application is hereby adopted and approved by the Selma City Council and the Local Agency Formation Commission of Fresno County is hereby requested to undertake proceedings for the reorganization of territory as described, according to the terms stated above and in the

manner provided by Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000. Proceedings without an election are requested in this matter which has provided 100% consent of all property owners within the project territory.

The foregoing Resolution was duly adopted on the 18<sup>th</sup> day of November 2019 by the following vote, to wit:

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

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Scott Robertson  
Mayor of the City of Selma

ATTEST:

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Reyna Rivera  
City Clerk of the City of Selma



**RESOLUTION NO. 2019 – \_\_R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA  
APPROVING SITE PLAN REVIEW NO. 2019-003  
SELF-HELP ENTERPRISES SELMA VILLAGE PROJECT**

**WHEREAS**, on November 18, 2019, the Selma City Council, at a regularly scheduled public hearing, considered a request by Self-Help Enterprises for approval of a 84-unit Apartment Complex Project and the entitlements required to annex into the City approximately 4.21 acres located at the northwest corner of the intersection of East Dinuba Avenue and Wright Street (APN 358-120-40) in the unincorporated county area (within the City's Sphere of Influence) pending reorganization/annexation; and

**WHEREAS**, the concurrent applications that were considered included Annexation and Prezone No. 2019-013; and

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

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

**WHEREAS**, the City Council conducted a public hearing as heretofore specified and considered the Environmental Assessment, which resulted in a proposed mitigated negative declaration, the proposal and the staff report together with all public testimony of interested parties prior to finalizing their decision; and

**WHEREAS**, the City Council considered the scope of the proposal, reviewed the evidence and determined that Site Plan Reveiw No. 2019-003 will not have a significant impact on the environment; and

**WHEREAS**, the City Council, using independent judgment and analysis, reviewed and considered Environmental Assessment No. 2019-013 pursuant to the California Environmental Quality Act, prior to taking any action in the matter before them; and

**WHEREAS**, changes to the project (Mitigation Measures) have been made conditions of approval to mitigate or avoid significant environmental effects, and a program for reporting on and monitoring those changes (the Mitigation Monitoring Program) has been prepared in conformance with CEQA Guidelines § 15074(d); and

**WHEREAS**, based on substantial evidence provided in the Initial Study and the whole record before the City Council for Environmental Assessment No. 2019-013 and public comments related to the project, it has been determined that this project will not have any significant effects on the environment. The City Council certifies the adequacy of the document and adopts the Mitigated Negative Declaration; and

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

- A. All of the applicable provisions of this Chapter are complied with;
- B. The following are so arranged that traffic congestion is avoided and pedestrian and vehicular safety and welfare are protected, and there will be no adverse effect on the surrounding property;
  - a. Facilities, improvements, and utilities
  - b. Vehicular ingress, egress, and internal circulation
  - c. Setbacks
  - d. Height of buildings
  - e. Location of service use areas
  - f. Walls; and
  - g. Landscaping
- C. The proposed lighting is so arranged as to deflect the light away from adjoining properties; and
- D. The proposed signs will not by size, location, or lighting interfere with traffic or limit visibility.
- E. That any conditions of approval are deemed necessary to protect the public health, safety, and welfare.

**WHEREAS**, the Site Plan Review shall be subject to the following conditions of approval:

Staff proposes the following conditions of approval:

Planning Conditions:

- 1. The applicant shall submit a Site Photometric (lighting) Plan at time of building permit.



2. The applicant shall submit a landscape plan at time of building permit submittal. The landscape plan shall be compliant with Model Water Efficient Landscape Ordinance, including but not limited to the following conditions:
  - a. Plan shall include square footages of landscaped area shown and water use calculations;
  - b. Turf shall be limited to no more than 25% of total landscape area;
  - c. No turf shall be permitted in any landscape area less than eight feet (8') in width;
  - d. The landscape plans shall include a regular maintenance schedule, per the Zoning Ordinance; and
  - e. Water use classifications shall be based on Water Use Classification of Landscape Species IV.
3. An encroachment permit shall be obtained prior to commencement of work in the public right of way.
4. Trash enclosures shall be designed to accommodate refuse and recycling bins and be ADA accessible by residents. The trash enclosure shall also include a roof structure and be enclosed by a finished block wall.
5. The project shall connect to existing sewer and water lines. Sewer and water services shall be installed per plans approved by the City Engineer.
6. A separate sign application and administrative approval process will be required before ordering or installing any signage or lease up signage and flags so that it is in conformity with city's sign ordinance.
7. The developer shall comply with the San Joaquin Valley Air Pollution Control District (SJVAPCD) standards. The project will be required to meet Rule 9510 (indirect source review) and submit a construction notification to the district for the project and that compliance with the Districts Regulation VIII (fugitive dust) Rules will be monitored.
8. Outdoor lighting shall utilize energy efficient fixtures and lamps, such as LED, high pressure sodium, metal halide, low pressure sodium, hard wired compact fluorescent, or other lighting technology that is of equal or greater efficiency. All new outdoor lighting fixtures shall be energy efficient with a rated average bulb life of not less than ten thousand (10,000) hours.
9. Architectural features may be illuminated by up lighting, provided that the lamps are low intensity to produce a subtle lighting effect and no glare or light trespass is produced. Wherever feasible, solar powered fixtures should be used.
10. A solid masonry wall of no less than six (6) be constructed along the northern and western property lines between the project and existing single-family residential neighborhoods. The walls shall be constructed of decorative block or be stuccoed and painted in a manner acceptable to the Planning Department. Precision block and wood fencing is not permitted.
11. The applicant shall comply with all mitigation measures as adopted within the Mitigated Negative Declaration in accordance with the California Environmental Quality Act (CEQA).



Fire Department Conditions:

12. Construction documents (plans and cut sheets) and calculations for all fire protection and notification systems shall be provided in an approved format to Selma Fire Prevention Bureau for review. Installation or modification of any fire protection or notification system shall not be started without first receiving a permit from Selma Fire Prevention Bureau. Permits will not be issued until plans are approved by Selma Fire Prevention Bureau and the permit fees are paid to Selma Fire Prevention Bureau. (CFC, Appendix 105.4)
13. Plans submitted to Selma Fire Prevention Bureau shall include the governing codes used for the project, type of occupancy and type of construction. Provide a "Fire Protection" page in your general construction plans that include a depiction of all fire protection systems applicable to the project. Please include project notes indicating any applicable requirements that are not included on the page. List any submittals to be deferred, such as fire sprinklers and fire alarms in the project notes. Underground water supply and access requirements shall not be deferred.
14. Fire sprinkler systems shall be installed and maintained in accordance with the California Fire Code, Selma Fire Prevention Bureau amendments and policies and NFPA Standards 13R. Fire sprinkler systems shall be monitored by an approved fire alarm system that reports to a monitoring company. (CFC 903)
15. When fire apparatus access roads or a water supply for fire protection is required to be installed, such protection shall be installed and made serviceable prior to construction except when approved alternative methods of protection are provided. (CFC Sec. 501, 3312)
16. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches. They shall be designed and maintained to support the imposed loads of fire apparatus (45,000) pounds. The minimum widths and clearances shall be maintained at all times. (CFC 503)
17. Dead-end fire apparatus access roads in excess of 150 feet in length shall be provided with an approved area for turning around the fire apparatus. If area for turning is not possible, fire access gate would be required on Wright Street. (CFC 503)
18. An approved lock or opening device (Knox) shall be installed on walk-through and vehicle gates or similar barriers when required by the fire code official. Vehicle gates shall not be less than 20 feet wide. (CFC 506)
19. An approved water supply for fire protection, either temporary or permanent, shall be made available as soon as combustible material arrives on the site. CFC Sec. 3312.1
20. Fire hydrant systems shall comply with the CFC, Sections 507.1 through 507.5.6 and Appendix C or by an approve Method. A 3-foot clear space shall be maintained around the circumference of fire hydrants except as otherwise required or approved. Fire hydrants shall be painted safety yellow in color and have a "blue dot" installed on the driving surface near the hydrant. Hydrant is required within 100' of any Fire Department Connections. Fire Department Connections shall have locking caps by Knox. (CFC 912)
21. Vehicle impact protection shall be required when any fire protection equipment is located closer than 4-foot from the face of a curb or when located in open areas such



as parking lots and yards. Physical barriers shall be a minimum of 72 inches high and have a minimum diameter of 3 inches. The barrier shall be a steel pipe filled with concrete and painted safety yellow. The pipes shall be spaced at 36 inches on center. The pipe shall be installed so that 36 inches of the pipe are below ground and 36 inches of the pipe are above ground. The footing for the pipe shall be 36 inches deep with 24 inch side dimensions. The physical barrier shall resist a force of 12,000 pounds, applied 36 inches above the adjacent ground surface. (CFC 312)

Engineering Conditions:

22. Existing sewer nearest project site has no additional capacity. Sewer main must be extended to Golden State to serve the proposed site.
23. Relocate above ground dry utilities underground.
24. Widen Dinuba Avenue to ultimate configuration per City Standards along project frontage.
25. Construct Wright Street from Dinuba to the north, matching existing
26. Drainage to be conveyed by surface flow to existing curb and gutter system; no new storm drain improvements required.

SKF Sanitation District Conditions:

27. Complete and submit the multi-family sewer connection application prior to the issuance of the sewer connection permit.
28. Install a sewer service lateral (size to be determined) with cleanout and box at the property line.
29. Call SKF for an inspection of the sewer lateral installation.

General Conditions

30. All requirements of the Selma Municipal Code, as they pertain to this application, shall be complied with and such requirements shall be made a condition of permit approval.
31. The Applicant and Property Owner shall within thirty (30) days after approval of Submittal No. 2019-0013 submit to the Planning Department his/her written consent to all of the conditions referenced herein. The Applicant understands that approval of this Resolution and will be of no force or effect unless such written consent is submitted to the City within the stated 30-day period.
32. The Applicant and Property Owner shall indemnify, protect, hold harmless and defend the City and any agency or instrumentality thereof, and/or any of its officers, employees and agents from any and all claims, actions, or proceedings against the City to attack, set aside, void, annul, seek monetary damages resulting from an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board or legislative body including actions approved by the voter of the City, concerning the entitlement application. City shall promptly notify both the applicant and landowner of any claim, action, or proceeding to which this condition is applicable and shall further cooperate fully in the defense of the action. The City reserves its right to take any and all action the City deems to be in the best interest of the City and its citizens in regard to such defense.

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

1. The foregoing recitals are true and correct and are incorporated by reference.
2. The above findings are supported by the entire record and presentation to the City Council.
3. The City Council approves Submittal No. 2019-013: Site Plan Review subject to the Findings for Approval and Conditions of Approval made part of this Resolution.

The foregoing Resolution was duly adopted on the 18<sup>th</sup> day of November 2019 by the following vote, to wit:

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

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Scott Robertson  
Mayor of the City of Selma

ATTEST:

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Reyna Rivera  
City Clerk of the City of Selma



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**ORDINANCE NO. 2019-\_\_**

**AN ORDINANCE AMENDING  
TITLE XI, CHAPTER 2, SECTION 2 OF THE  
SELMA MUNICIPAL CODE REGARDING THE ZONING MAP  
BOUNDARIES OF THE CITY OF SELMA**

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**WHEREAS**, the Zoning Boundaries Map for the City of Selma is provided for in Title XI, Chapter 2 of the Selma Municipal Code; and

**WHEREAS**, the City Council of the City of Selma desires to amend the Zoning Boundaries Map to prezone property ("Property") hereinafter described to the R-3 (Multiple Family Residential) district zoning which shall become effective upon annexation of the Property to the City of Selma; and

**WHEREAS**, the Property being prezoned is located on the northwest corner of the intersection of East Dinuba Avenue and Wright Street, Selma, CA (APN 358-120-40); and

**WHEREAS**, the 4.59 acre property (APN 358-120-40) is being prezoned R-3 and is consistent with the General Plan Land Use Designation of High Density Residential; and

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

1. **BOUNDARIES:** The Zoning Boundaries Map for the City of Selma, as provided under Title XI, Chapter 2 of the Selma Municipal Code is hereby amended to prezone the subject Property to R-3.

2. **ZONING BOUNDARIES MAP:** Section 1 of Chapter 2 of Title XI of the Selma Municipal Code is amended to read as follows:

"11-2-2: ZONING BOUNDARIES MAP: A copy of the Zoning Boundaries Map, as amended from time to time, shall be filed in the Office of the Community Development Department of the City of Selma. A copy shall also be filed with the City Clerk of the City of Selma."

3. **REQUIRED NOTICE:** Notice as required herein above shall be given in accordance with Section 36933 of the Government Code of the State of California.

4. CALIFORNIA ENVIRONMENTAL QUALITY ACT: The Selma City Council having considered a draft Initial Study (IS) and Draft Mitigated Negative Declaration (MND) with Mitigation Monitoring and Reporting Program (MMRP) prepared for Annexation, Rezoning, and Site Plan Review No. 2019-013 ("Project") determined that the project does not have the potential to result in a significant adverse impact on the environment. The 2035 General Plan Environmental Impact Report approved which reflects the independent judgment and analysis of the entire record heretofore presented to the City Council.

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

6. EFFECTIVE DATE: Ordinance shall take effect thirty (30) days after adoption by the City Council of the City of Selma.

I, Reyna Rivera, City Clerk of the City of Selma, do hereby certify that the foregoing Ordinance introduction and public hearing was held on the 18<sup>th</sup> day of November, 2019 and duly adopted on the \_\_\_ day of \_\_\_\_\_ 2019, at a regular Selma City Council meeting by the following vote, to wit:

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

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Scott Robertson, Mayor of the City of Selma

ATTEST:

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Reyna Rivera, City Clerk of the City of Selma



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ITEM NO: 3.

**SUBJECT:** Public Hearing, First Reading and Introduction of Ordinance Amending Subdivision (D) of Section 11-8-10 (Packaged Alcoholic Beverage Sales) Allowing Discretionary Adjustment or Elimination of Density Requirements for Retail Facilities of Less than 15,000 Square Feet in Area Selling Packaged Alcoholic Beverages at Retail

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**RECOMMENDATION:** Conduct public hearing, waive first reading and introduce Ordinance Allowing for Discretionary Adjustment or for Elimination of Density Requirements for Retail Facilities Selling Packaged Alcoholic Beverages at Retail and Having Less than 15,000 Square Feet in Area.

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**DISCUSSION:** The effect of all city zoning is to concentrate particular types of uses of real property in designated areas of a city. The standard business model of any gas station/convenience store is to include in the variety of items sold packaged alcoholic beverages, typically beer and wine. The Ordinance proposed to be amended applies only to retail businesses of less than 15,000 square feet in area or having 10% of the total area devoted to the display or storage of packaged alcoholic beverages. In addition to numerous requirements relating to how such businesses must be conducted, all of which appear designed to deter the public consumption of alcoholic beverages and associated adverse impacts of such activities, the section contains the following requirement at Subdivision (D):

“(D) Density: The following criteria shall be used to determine the density of facilities under this section in the City:

1. All facilities shall be minimum of three hundred feet (300') from any public park and any public or private school.
2. All facilities shall be a minimum of five hundred feet (500') from any existing non-exempt facility which conducts retail sales of packaged alcoholic beverages.”

The Ordinance was adopted in 1994. As more property within the affected Zones are developed, the occurrence of proposed new locations where packaged alcoholic beverages may be sold located within 500 feet of an existing non-exempt facility that sells alcoholic beverages has naturally increased over time. The same is true with respect to the location of such new facilities in relation to a school or park since newly developed facilities tend to be on the outskirts of the affected Zones which are naturally closer to schools or parks.

While the prohibition does eliminate concentration of facilities that sell packaged alcoholic beverages and, therefore, inferentially reduces the occurrence of public consumption of packaged alcoholic beverages, no studies or evaluations have been made which establish



this as fact. The prohibition is not subject to any exception or qualification and cannot be overridden by either the Planning Commission or City Council, even though good reasons for doing so may exist in a given case. Consequently, it is possible to attack the density requirement of Subdivision (D) as an arbitrary classification that is not based upon any substantial evidence and therefore lacks a rational basis. New facilities wishing to engage in incidental sales of alcoholic beverages in connection with the operation of retail stores, primarily gas station/convenience stores that are not allowed to sell this product are placed at a competitive disadvantage by virtue of being located within 500 feet of an existing non-exempt facility that does sell such products.

On November 12, 2019, at a special meeting, the Planning Commission recommended adoption of an amendment to Subdivision (D) of Section 11-8-10 of the SMC. The amendment qualifies the prohibition against the establishment of facilities that sell packaged alcoholic beverages at retail that are less than 15,000 square feet in area by allowing either the Planning Commission or the City Council on appeal from a Planning Commission's decision to adjust, alter, modify or completely eliminate these "density requirements" if, based on identified legitimate non-discriminatory considerations the proposed business will not result in an adverse effect on property within a 300 foot radius of the permitted use, or upon a finding that allowance of retail sales of packaged alcoholic beverages from the proposed facility promotes the public convenience or necessity. The addition of that qualification would effectively eliminate the possibility of a successful claim that this subdivision is invalid either because it is arbitrary or lacks a rational basis. Any attack on the density requirement as amended, would require a showing that either the Planning Commission or the City Council, as the case may be, has abused its discretion which requires a showing that the decision exceeds the bounds of reason, a much more difficult showing to make in connection with an attack on the Ordinance.

As the commercial zone fills in, availability and space for the establishment of businesses that sell alcoholic beverages in packages and at retail will ultimately become impossible to locate. That will typically lead to a challenge to an ordinance of this type that strictly forbids the establishment of that business. Incorporating the proposed provisions allowing discretionary alteration or elimination of the density requirements more effectively shields the City from potential challenge to this particular ordinance.

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**RECOMMENDATION:** Conduct public hearing, waive first reading and introduce Ordinance Allowing for Discretionary Adjustment or for Elimination of Density Requirement for Retail Facilities Selling Packaged Alcoholic Beverages at Retail Facilities and Having Less than 15,000 Square Feet in Area.

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<u>/s/</u>	<u>11/14/2019</u>
Teresa Gallavan, City Manager	Date
<u>/s/</u>	<u>11/14/2019</u>
Neal E. Costanzo, Special Counsel	Date



ORDINANCE NO. 2019 – \_\_

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**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SELMA,  
CALIFORNIA, AMENDING SUBDIVISION D OF SECTION 11-8-10  
(PACKAGED ALCOHOLIC BEVERAGE SALES) OF THE CITY OF  
SELMA MUNICIPAL CODE ALLOWING FOR DISCRETIONARY  
ADJUSTMENT OR ELIMINATION OF DENSITY REQUIREMENTS FOR  
RETAIL FACILITIES SELLING PACKAGED ALCOHOLIC BEVERAGES  
HAVING LESS THAN 15,000 SQUARE FEET IN AREA WHERE  
DISPLAY AND STORAGE AREA FOR ALCOHOLIC BEVERAGES  
CONSTITUTE MORE THAN 10% OF THE FLOOR SPACE OF THE  
ESTABLISHMENT**

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**WHEREAS**, the Selma Municipal Code Title 11 (Zoning) Chapter 8 (C-1 Neighborhood Commercial) Section 10 (11-8-10) (Packaged Alcoholic Beverage Sales) is limited in its application to retail facilities that are less than 15,000 square feet in area and where the display and storage areas for alcoholic beverages constitute 10% or less of the floor area of the establishment; and

**WHEREAS**, businesses selling at retail packaged alcoholic beverages falling below the square footage or above display and storage areas devoted to alcoholic beverages specified in subdivision A of 11-8-10 are subject to numerous requirements contained in that section designed to alleviate adverse impacts arising from the retail sale of packaged alcoholic beverage products, including, but not limited to, the consumption of alcoholic beverages in public places and/or on the premises of the facility selling packaged alcoholic beverages at retail and all such facilities are permitted only with a Conditional Use Permit, and are required to observe specific development standards relating to store security, visibility of the cashier area, parking areas, and prohibiting visual obstruction of windows; requiring specific parking lot lighting, signs prohibiting loitering and/or possession of opened alcoholic beverages on the premises and in adjacent public areas and prohibiting specific entertainment or gaming amenities such as video games, pool tables or similar electronic or mechanical devices; and

**WHEREAS**, Subdivision D of Section 11-8-10 includes a density requirement which reads as follows:

(D) Density: The following criteria shall be used to determine the density of facilities under this section in the City:

1. All facilities shall be minimum of three hundred feet (300') from any public park and any public or private school.



2. All facilities shall be a minimum of five hundred feet (500') from any existing non-exempt facility which conducts retail sales of packaged alcoholic beverages"; and

**WHEREAS**, existing uses are exempt from the density requirement unless expanded, modified or the use is discontinued for a period of three months or longer or there is a change in the character or mode of the use; and

**WHEREAS**, the density provisions of Subdivision (D) of Section 11-8-10 effectively prohibit, without exception or qualification the establishment of any business less than 15,000 square feet in area and having not more than 10% of the display or storage area devoted to packaged alcoholic beverages and/or sales in most available locations within the C-1 Neighborhood Commercial Zone because of the natural tendency or requirements of City Zoning which necessarily provide for the concentration of various commercial activities in the affected zone because all such commercial activities are prohibited in residential zones and are limited to the various commercial zones of the City; and

**WHEREAS**, the setting of the density limitations is not supported by any scientific, statistical or other study and sets limits on the allowance of commercial operations within the C-1 Zone which can have the unintended effect of prohibiting commercial enterprises which sell alcohol in packaged containers when those sales are incidental to and not the primary purpose of the facility, placing newly established commercial enterprises in this zone that cannot sell packaged alcoholic beverages at retail at a competitive disadvantage to existing facilities that are located within 500 feet of the proposed facility and the subdivision provides for no exception, discretionary or otherwise, allowing an evaluation in connection with the issuance of a CUP required for all such facilities of whether or not the facility creates or contributes to the consumption of packaged alcoholic beverages at or in the vicinity of a public park, public or private school, or other public places; and

**WHEREAS**, the City Council desires to amend Subdivision (D) of Section 11-8-10 so as to allow for discretionary exceptions or qualifications to the density requirements in connection with the consideration of a Conditional Use Permit (CUP) for such facilities, which is required of such facilities.

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

**SECTION 1. Incorporation of Recitals.** The facts set forth in the foregoing recitals are true and correct and incorporated herein by reference.

**SECTION 2. Amendment of Municipal Code.** The City of Selma Municipal Code Title 11, Chapter 8, Section 10 (11-8-10), Subdivision D is hereby amended to read in its entirety as follows:



“(D) Density: The following criteria shall be used to determine the density of facilities under this section in the City:

1. All facilities shall be minimum of three hundred feet (300 feet) from any public park and any public or private school.

2. All facilities shall be a minimum of five hundred feet (500 feet) in numbers from any existing non-exempt facility which conducts retail sales of packaged alcoholic beverages.

3. Notwithstanding the foregoing, the Planning Commission and/or City Council may, in connection with issuance of a Conditional Use Permit under Subdivision (B) of this section, or on an appeal from an action taken by the Planning Commission to the City Council on such Conditional Use Permit, adjust, alter, modify or completely eliminate the density requirements of this subdivision if, in assessing the adverse effect on property within a 300 foot radius of a facility subject to the requirements of this subdivision, it determines either that the modification, alteration or elimination of the density requirements will not result in an adverse effect on property within a 300 foot radius of the permitted use and conditions are established by the Conditional Use Permit so issued limiting the display and/or storage areas of packaged alcoholic beverages to 10% or less of the total area of such facility and/or any other conditions found necessary based upon the quality and character of the proposed facility or upon a finding and determination that the allowance of retail sales of packaged alcoholic beverages from such facilities promotes the public convenience or necessity. In making that determination, the Planning Commission or City Council, as the case may be, shall take into account the following

(a) The total square footage of the facility and the percentage of that area that will be devoted to display or storage of alcoholic beverages.

(b) The extent to which the proposed facility is less than the minimum prescribed 300 feet from a public park and/or any public or private school and the susceptibility of the park, or school to open consumption of packaged alcoholic beverages on the premises.

(c) The overall concentration of retail facilities selling packaged alcoholic beverages within the Zone.

(d) The nature, square footage and percentage of the square footage of the non-exempt facilities located within 500 feet of the proposed facility selling packaged alcoholic beverages and the extent to which, in the view of the Planning Commission or City Council, adherence to the density requirements of this section will place the proposed facility at a competitive disadvantage to the existing non-exempt facility located within 500 feet of the proposed new facility.”

**SECTION 3. Effect of Amendment.** This amendment to Subdivision (D) of Section 11-8-10 of the Selma Municipal Code shall not affect any other subdivision, word or phrase used in Section 11-8-10 of the Selma Municipal Code

and is intended to amend and only amend Subdivision (D) of that section and the remaining parts and subdivisions of that section shall remain in full force and effect.

**Section 4. Severability.** If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Ordinance shall nonetheless remain in full force and effect. The Council of the City of Selma hereby declares that it would have adopted each section, subsection, sentence, clause, phrase, or portion of this Ordinance, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions of this Ordinance be declared invalid or unenforceable.

**Section 5. Effective Date.** This Ordinance shall take effect thirty days after the date of its adoption.

**Section 6. Publication.** The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause a summary of this ordinance to be published and posted as required by law.

**PASSED, APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_, 2019, by the following vote:

AYES:	COUNCIL MEMBER:
NOES:	COUNCIL MEMBER:
ABSENT:	COUNCIL MEMBER:
ABSTAIN:	COUNCIL MEMBER:

\_\_\_\_\_  
Scott Robertson, Mayor

ATTEST:

\_\_\_\_\_  
Reyna Rivera, City Clerk



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

November 18, 2019

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**ITEM NO:**

4.

**SUBJECT:** Public Hearing to Receive Public Input Concerning By-District Maps for City Council election of four members of the City Council, with an Elective Mayor, District Boundaries and the Sequencing of Elections

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**RECOMMENDATION:** It is recommended the City Council:

- 1) Receive a report from National Demographics Corporation, the City's demographic consultant, concerning the draft maps proposed to date, as well as the process for obtaining public input on the draft maps of potential voting districts and potential election sequencing for a district-based election process pursuant to Elections Code § 10010;
  - 2) Open a public hearing and invite members of the public to provide feedback on the draft maps and potential election sequencing presented; and
  - 3) Close the public hearing when there is no further input from the public, and vote to approve a District Electoral Map for inclusion in the Ordinance Establishing the By-District system of election of Four City Council Members and of the Elective Mayor and the sequencing of the election.
- 

**DISCUSSION:** A public hearing to receive input concerning the district maps that had been prepared for election of council members in five districts and the public hearing on an ordinance establishing those five electoral districts, the boundaries, identification number and election order of each district was commenced on September 16, 2019, and ultimately continued to September 27, 2019.

On September 27, 2019, the Council directed the preparation of and presentation for their consideration of an amended Resolution of Intention (No. 2019-37R), so as to allow for the creation of four council member districts with an elective mayor pursuant to Government Code §34886. On October 7, 2019, the Council adopted an amended Resolution No. 2019-37R, and the Council conducted the first of two required public hearings prior to publication of any map of the proposed four city council districts to obtain input regarding the composition of the four-district map for election of City Council persons. The second required public hearing before the publication of any map to obtain input regarding the composition of the four district map for election of City Council members was held on October 21, 2019.

In establishing the boundaries of the districts, the legislative body may consider the following factors:

1. Topography.
2. Geography.
3. Cohesiveness, continuity, integrity and compactness of territory.
4. Community of interest of the districts.

In creating the district boundaries, the City must ensure compliance with the following state and federally mandated criteria:

Legal Requirements:

1. Each council district shall contain a nearly equal population as required by law; and
2. Each council district shall be drawn in a manner that complies with the Federal Voting Rights Act. No council district shall be drawn with race as the predominate factor in violation of the principles established by the United States Supreme Court in *Shaw v. Reno*, 509 U.S. 630 (1993), and its progeny.

In addition to the legal criteria, the City Council may consider other traditional districting principles:

Traditional Districting Principles:

(numbering is for ease of reference and does not indicate priority)

Contiguous territory in as compact a form as possible.

3. Respect communities of interest, such as school- and park-connected neighborhoods, rural or urban populations, city planning areas, social interests, agricultural, industrial or service industry interests, or other locally-recognized definitions of communities and neighborhoods, insofar as practicable.
4. Follow visible natural and man-made geographical and topographical features including mountains, flat land, forest lands, highways, canals, etc., insofar as practicable.
5. Respect the previous choices of voters by avoiding the creation of head-to-head contests between Council Members previously elected by the voters, insofar as this does not conflict with Federal or State Law.

The formation of electoral districts consisting of four districts from which members of the City Council shall be elected, while the Mayor is elected on a citywide basis, also involves a determination of the sequencing of the elections and the term of the elective mayor. Accordingly, Council should also seek input on the sequencing of the elections, both for City Council members and for the elective mayor and the term of office of the elective mayor, whether a two-year or four-year term.



### ***Proposed Maps***

NDC prepared four draft district maps and sequences of elections for Council consideration. NDC's four new maps, each comprised of four Council districts, respond to the requests of the community, the Council, and the districting criteria. And each balances those goals in a different manner.

Note that to distinguish these maps from the five-district draft maps, the four-district NDC maps are named after fruit, instead of colors. In addition, the first number of the public map submission is "4" (in P401) to indicate it's a four-district map.

**Pear** – Pear draws horizontal districts going from north to south, to the extent possible given population patterns and Census Block lines in the City. While District 2 stops at Thompson Ave in the west, the other three districts go across the city from east to west (or nearly so, in the case of District 1). Each Councilmember has a stake (and accountability) to multiple neighborhoods and to a mix of different land use types, and downtown (like many neighborhoods) has multiple representatives – Districts 3 and 4, in downtown's case. Only District 4 has a pairing of Councilmembers (one pair is required with 5 Councilmembers and 4 districts).

**Apple** – The Apple map is as close to a super-compact "quadrants" map as possible. District 3, focused in the southwest, includes everything west of 99 and then a central compact section needed for population balancing. District 3's borders are simply 99, Branch Street (and its continuation to 99), the railroad, and North Street. District 4 is the southeast, bordered by 99, North Street, the railroad, and Floral. District 2 is the northwest, bordered simply by Floral Ave and Wright Ave. And District 1 in the northwest is Wright Ave, Floral, the railroad, Branch Street (and its continuation to 99) and 99. It also would mean that, no matter what the voters prefer, only two Councilmembers could be re-elected, as two Councilmembers are in District 2 and three are in District 4 (though the others could run for Mayor).

**Apple 2** – Apple 2 keeps the West End and Barrio neighborhoods in a vacant district but reduces the pairings to one district with only three council members paired, as requested during the November 4, 2019 Council meeting by Mayor Pro Tem Franco.

**Plum** – Plum combines the goal of four compact districts with multiple Councilmembers accountable to most neighborhoods in the City. District 1 covers the central-north, District 2 the East/Northeast, District 3 the West/Northwest, and District 4 the south. Two districts (2 and 4) cover downtown, and District 3 is right on the downtown border. Both Districts 3 and 4 pair council members. Because four council members are paired in two districts, only three council members could be re-elected (though the others could run for Mayor).

Each of the four NDC maps meets the legal requirements for districts and balances the traditional districting criteria.

The public four-district map, labeled P401, is not population balanced. District 2 is 14% short and District 4 is 13% over the ideal population.



The purpose of this public hearing is to receive a report from NDC regarding all the submitted draft district maps and receive public input on this process. These draft maps and the accompanying population and demographic data are available on the City's website. The deadline for members of the public to submit their own draft district maps prior to this meeting was November 7, 2019. Consistent with the requirements of State law, Apple, Pear, Plum, and P401 titled maps were posted on the City's website, and made available to the public on October 28, 2019. Apple 2 was posted on the website on November 6, 2019.

***Remaining Public Hearings Required:***

Pursuant to Elections Code section 10010, the City Council must hold at least two public hearings on the draft district maps before introducing an ordinance to formally adopt a district map and sequence of elections and transitioning to district-based elections. The first public hearing was held on November 4, 2019. Tonight's public hearing completes the second of the two public hearings. All draft district maps must be available to the public seven days prior to consideration at a public hearing. If the City Council amends one of the draft district maps at one of the required public hearings, the revised district map must be available to the public seven days prior to the next public hearing. Members of the public can go to [www.CityofSelma.com](http://www.CityofSelma.com) to find more information regarding draft district maps and the transition to district-based elections.

After the two required public hearings, the City Council may select a district map for implementation by introducing the proposed ordinance to change to a district election following tonight's action. The second reading and adoption of the ordinance is scheduled for December 2, 2019. However, if the City Council makes further changes to the district plan prior to the ordinance introduction, there will need to be an additional public hearing so the seven-day posting requirement can be satisfied.

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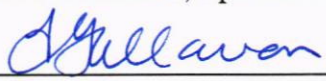
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**RECOMMENDATION:** It is recommended the City Council: 1) Receive a report from National Demographics Corporation, the City's demographic consultant, concerning the draft maps proposed to date, as well as the process for obtaining public input on the draft maps of potential voting districts and potential election sequencing for a district-based election process pursuant to Elections Code § 10010; 2) Open a public hearing and invite members of the public to provide feedback on the draft maps and potential election sequencing presented; and 3) Close the public hearing when there is no further input from the public, and vote to approve a District Electoral Map for inclusion in the Ordinance Establishing the By-District system of election of Four City Council Members and of the Elective Mayor and the sequencing of the election.

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/s/  
Neal E. Costanzo, Special Counsel

  
Teresa Gallavan, City Manager

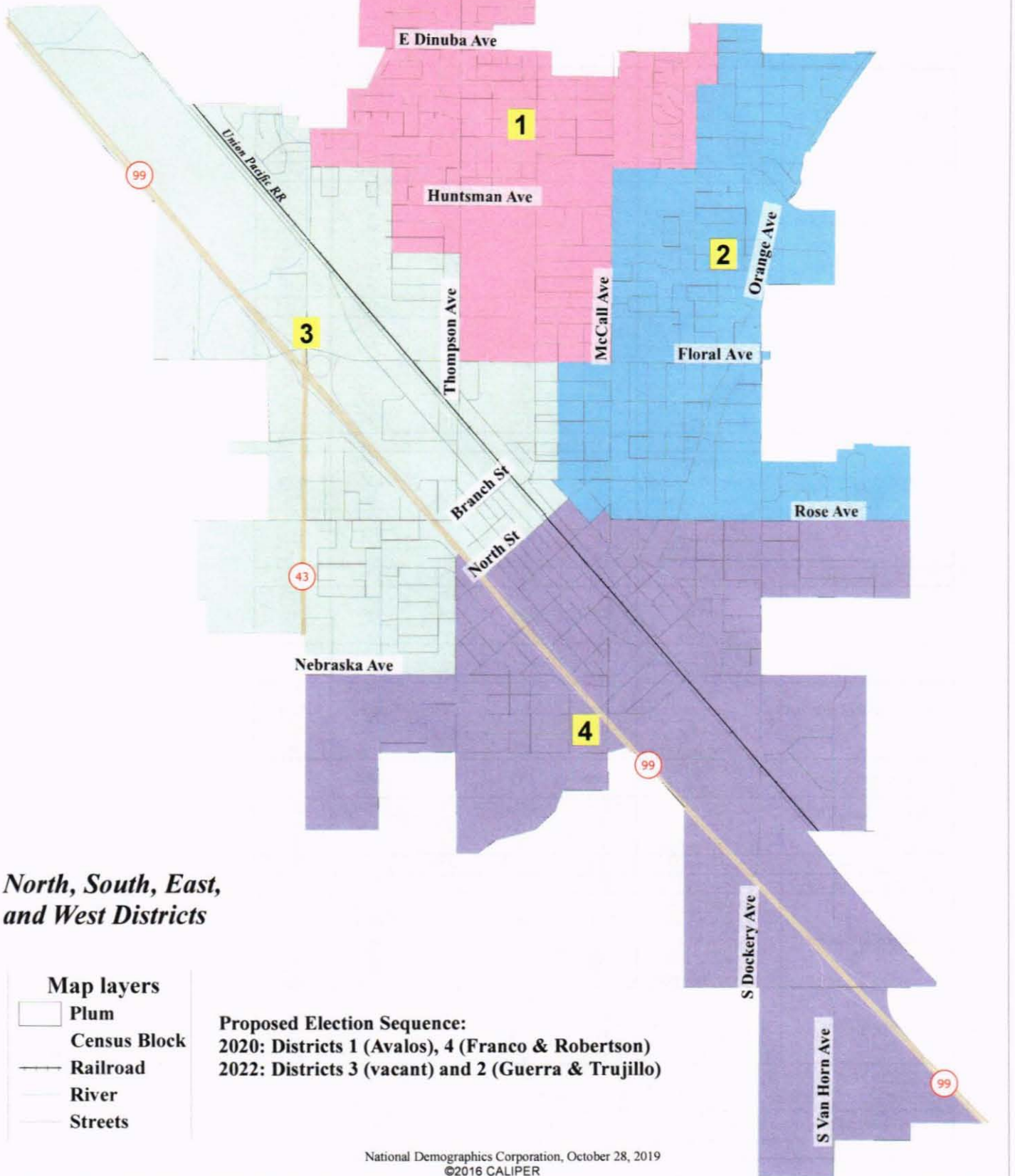
11/13 /2019  
Date

11-14-19  
Date



# City of Selma 2019 Districting

## Plum

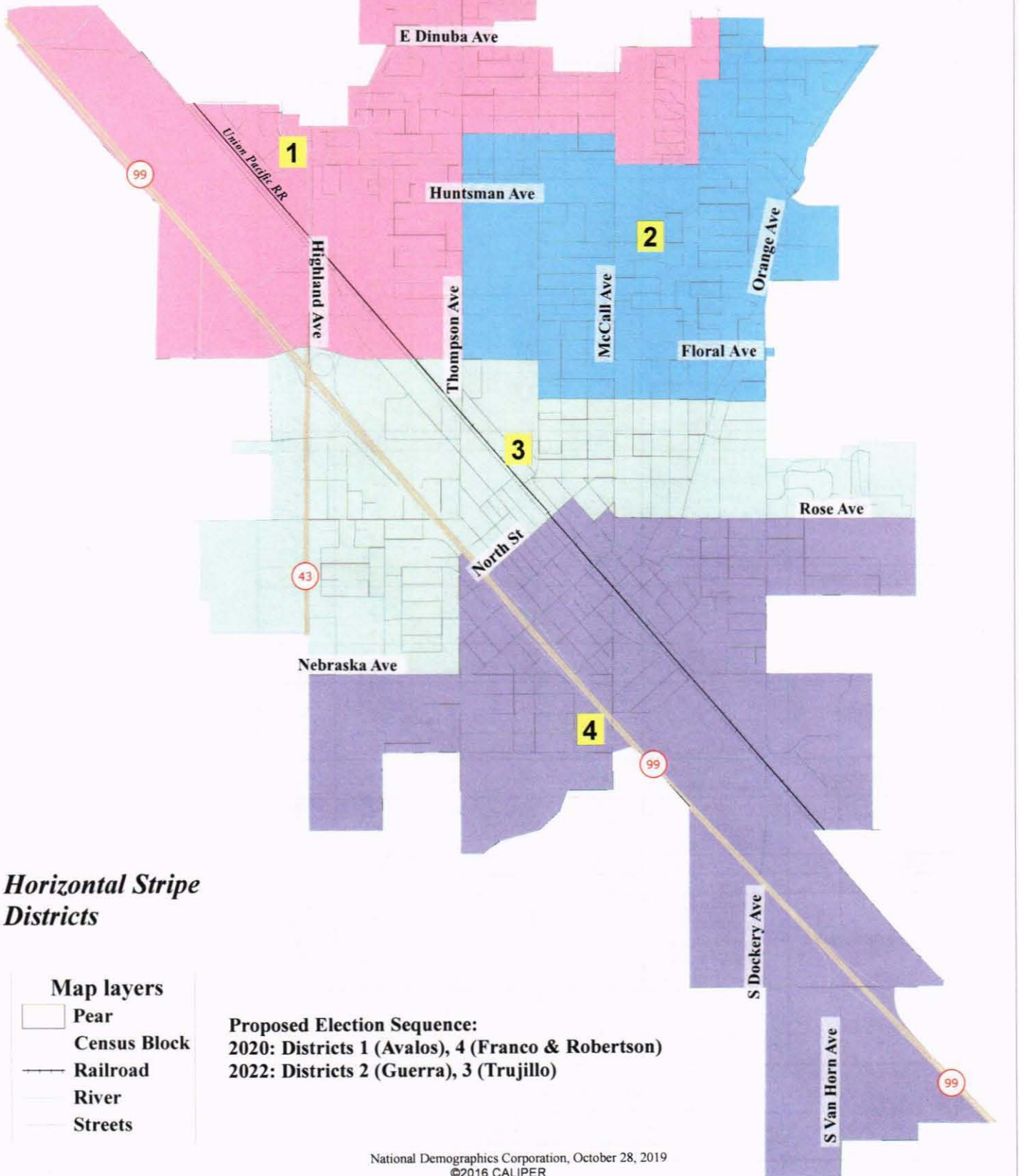


City of Selma - Plum Map						
District		1	2	3	4	Total
Ideal	Total Pop	5,906	5,895	5,994	5,925	23,720
	Deviation from ideal	-24	-35	64	-5	99
	% Deviation	-0.40%	-0.59%	1.08%	-0.08%	1.67%
Total Pop	% Hisp	69%	70%	82%	88%	77%
	% NH White	22%	22%	9%	10%	16%
	% NH Black	0%	1%	2%	0%	1%
	% Asian-American	6%	5%	5%	1%	4%
Citizen Voting Age Pop	Total	3,891	3,371	3,117	2,665	13,044
	% Hisp	69%	64%	75%	80%	72%
	% NH White	24%	25%	13%	17%	20%
	% NH Black	0%	1%	1%	0%	1%
	% Asian/Pac Isl.	5%	6%	8%	2%	5%
Voter Registration (Nov 2016)	Total	2,943	2,550	1,971	1,543	9,007
	% Latino est.	67%	61%	81%	80%	71%
	% Spanish-Surnamed	61%	55%	72%	72%	63%
	% Asian-Surnamed	6%	4%	4%	3%	5%
	% Filipino-Surnamed	1%	1%	1%	1%	1%
	% NH White est.	26%	32%	12%	15%	23%
	% NH Black	0%	1%	1%	0%	0%
Voter Turnout (Nov 2016)	Total	1,940	1,751	1,124	919	5,734
	% Latino est.	64%	57%	78%	77%	67%
	% Spanish-Surnamed	57%	51%	70%	69%	60%
	% Asian-Surnamed	6%	4%	5%	3%	5%
	% Filipino-Surnamed	1%	1%	1%	1%	1%
	% NH White est.	30%	36%	14%	18%	27%
	% NH Black	0%	1%	1%	0%	0%
Voter Turnout (Nov 2014)	Total	1,182	1,135	609	556	3,481
	% Latino est.	53%	45%	67%	70%	56%
	% Spanish-Surnamed	47%	41%	60%	63%	50%
	% Asian-Surnamed	7%	6%	11%	4%	7%
	% Filipino-Surnamed	1%	1%	0%	1%	1%
	% NH White est.	31%	45%	20%	23%	32%
	% NH Black est.	0%	2%	1%	0%	1%
ACS Pop. Est.	Total	6,491	5,807	5,980	5,702	23,981
Age	age0-19	32%	30%	34%	34%	32%
	age20-60	50%	50%	52%	53%	51%
	age60plus	18%	20%	14%	13%	16%
Immigration	immigrants	18%	19%	30%	32%	24%
	naturalized	38%	39%	28%	27%	32%
Language spoken at home	english	51%	55%	32%	29%	42%
	spanish	44%	40%	64%	68%	54%
	asian-lang	0%	0%	0%	0%	0%
	other lang	5%	5%	4%	3%	4%
Language Fluency	Speaks Eng. "Less than Very Well"	18%	15%	29%	30%	23%
Education (among those age 25+)	hs-grad	55%	62%	46%	46%	52%
	bachelor	8%	11%	5%	4%	7%
	graduatedegree	1%	4%	1%	2%	2%
Child in Household	child-under18	39%	41%	46%	48%	43%
Pct of Pop. Age 16+	employed	51%	54%	51%	51%	52%
Household Income	income 0-25k	21%	23%	29%	30%	25%
	income 25-50k	30%	29%	38%	40%	34%
	income 50-75k	19%	18%	17%	16%	18%
	income 75-200k	29%	27%	15%	12%	22%
	income 200k-plus	1%	3%	1%	1%	2%
Housing Stats	single family	90%	81%	86%	84%	85%
	multi-family	10%	19%	14%	16%	15%
	rented	36%	40%	47%	50%	42%
	owned	64%	60%	53%	50%	58%
Total population data from the 2010 Decennial Census.						
Surname-based Voter Registration and Turnout data from the California Statewide Database.						
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates.						
NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2012-2016 American Community Survey and Special Tabulation 5-year data.						



# City of Selma 2019 Districting

## Pear

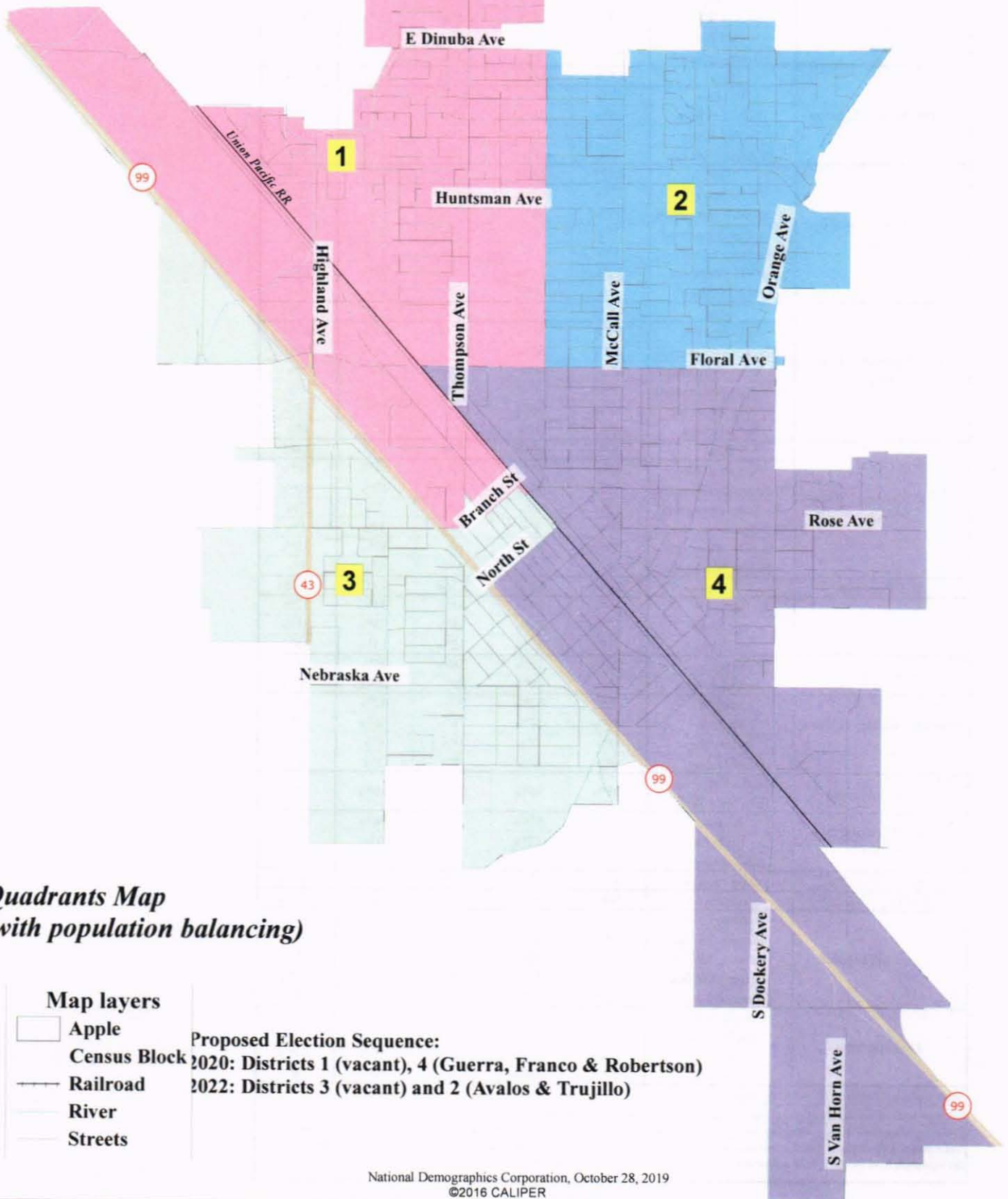


City of Selma - Pear Map						
District		1	2	3	4	Total
Ideal	Total Pop	5,857	5,995	5,943	5,925	23,720
5,930	Deviation from ideal	-73	65	13	-5	138
	% Deviation	-1.23%	1.10%	0.22%	-0.08%	2.33%
Total Pop	% Hisp	72%	69%	81%	88%	77%
	% NH White	18%	23%	13%	10%	16%
	% NH Black	1%	1%	1%	0%	1%
	% Asian-American	8%	5%	3%	1%	4%
Citizen Voting Age Pop	Total	3,952	3,550	2,877	2,665	13,044
	% Hisp	73%	66%	70%	80%	72%
	% NH White	19%	24%	20%	17%	20%
	% NH Black	0%	1%	2%	0%	1%
Voter Registration (Nov 2016)	% Asian/Pac.Isl.	7%	5%	6%	2%	5%
	Total	2,793	2,677	1,994	1,543	9,007
	% Latino est.	69%	64%	75%	80%	71%
	% Spanish-Surnamed	62%	57%	68%	72%	63%
	% Asian-Surnamed	7%	4%	3%	3%	5%
	% Filipino-Surnamed	1%	1%	1%	1%	1%
Voter Turnout (Nov 2016)	% NH White est.	23%	30%	19%	15%	23%
	% NH Black	0%	1%	1%	0%	0%
	Total	1,806	1,796	1,213	919	5,734
	% Latino est.	65%	60%	71%	77%	67%
	% Spanish-Surnamed	58%	54%	64%	69%	60%
	% Asian-Surnamed	7%	4%	4%	3%	5%
Voter Turnout (Nov 2014)	% Filipino-Surnamed	1%	1%	1%	1%	1%
	% NH White est.	27%	34%	22%	18%	27%
	% NH Black	0%	1%	1%	0%	0%
	Total	1,018	1,187	721	556	3,481
	% Latino est.	55%	46%	60%	70%	56%
	% Spanish-Surnamed	49%	42%	54%	63%	50%
ACS Pop. Est.	% Asian-Surnamed	10%	5%	6%	4%	7%
	% Filipino-Surnamed	0%	1%	0%	1%	1%
	% NH White est.	24%	45%	30%	23%	32%
	% NH Black est.	0%	2%	1%	0%	1%
Age	Total	6,428	6,095	5,757	5,702	23,981
	age0-19	32%	30%	34%	34%	32%
	age20-60	50%	49%	53%	53%	51%
Immigration	age60plus	18%	21%	13%	13%	16%
	immigrants	18%	18%	31%	32%	24%
Language spoken at home	naturalized	38%	39%	28%	27%	32%
	english	50%	55%	31%	29%	42%
	spanish	45%	39%	66%	68%	54%
	asian-lang	0%	0%	0%	0%	0%
Language Fluency	other lang	5%	5%	3%	3%	4%
	Speaks Eng. "Less than Very Well"	18%	16%	28%	30%	23%
Education (among those age 25+)	hs-grad	55%	60%	47%	46%	52%
	bachelor	8%	11%	4%	4%	7%
	graduatedegree	1%	4%	2%	2%	2%
Child in Household	child-under18	39%	39%	48%	48%	43%
Pct of Pop. Age 16+	employed	51%	53%	51%	51%	52%
Household Income	income 0-25k	21%	22%	30%	30%	25%
	income 25-50k	30%	27%	40%	40%	34%
	income 50-75k	19%	18%	17%	16%	18%
	income 75-200k	29%	30%	13%	12%	22%
Housing Stats	income 200k-plus	1%	3%	1%	1%	2%
	single family	89%	84%	84%	84%	85%
	multi-family	11%	16%	16%	16%	15%
	rented	36%	36%	50%	50%	42%
	owned	64%	64%	50%	50%	58%
Total population data from the 2010 Decennial Census.						
Surname-based Voter Registration and Turnout data from the California Statewide Database.						
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2012-2016 American Community Survey and Special Tabulation 5-year data.						



# City of Selma 2019 Districting

## Apple

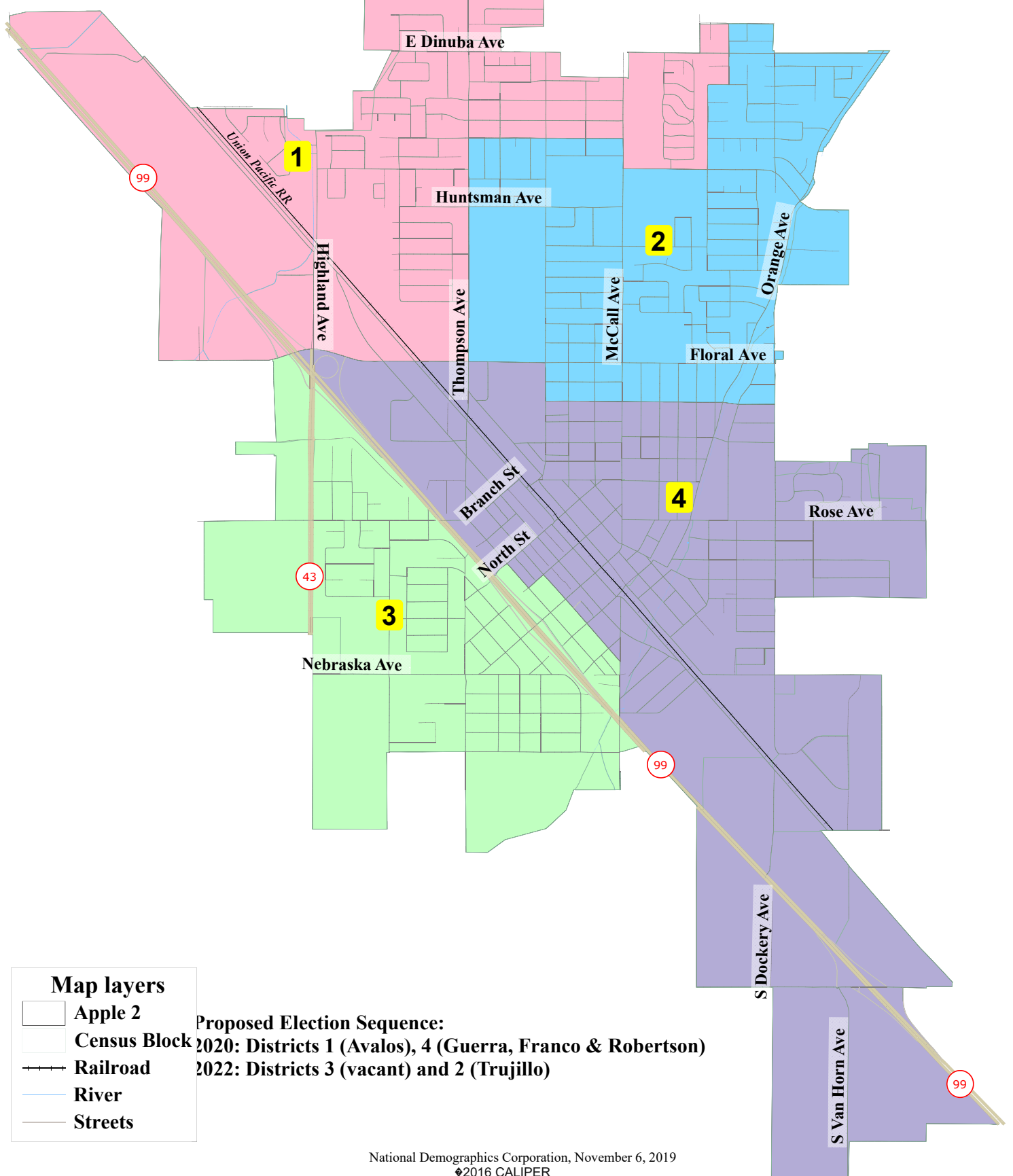


City of Selma - Apple Map						
District		1	2	3	4	Total
Ideal	Total Pop	5,898	5,969	5,881	5,972	23,720
5,930	Deviation from ideal	-32	39	-49	42	91
	% Deviation	-0.54%	0.66%	-0.83%	0.71%	1.53%
Total Pop	% Hisp	75%	66%	91%	77%	77%
	% NH White	14%	26%	4%	19%	16%
	% NH Black	1%	1%	1%	1%	1%
	% Asian-American	8%	5%	3%	1%	4%
Citizen Voting Age Pop	Total	3,837	3,662	2,175	3,370	13,044
	% Hisp	77%	62%	82%	69%	72%
	% NH White	15%	28%	8%	25%	20%
	% NH Black	0%	1%	2%	1%	1%
	% Asian/Pac.Isl.	7%	5%	7%	2%	5%
Voter Registration (Nov 2016)	Total	2,517	2,875	1,449	2,166	9,007
	% Latino est.	73%	62%	90%	66%	71%
	% Spanish-Surnamed	65%	56%	81%	59%	63%
	% Asian-Surnamed	7%	4%	3%	3%	5%
	% Filipino-Surnamed	1%	1%	1%	1%	1%
	% NH White est.	19%	31%	4%	28%	23%
Voter Turnout (Nov 2016)	% NH Black	0%	1%	1%	0%	0%
	Total	1,574	1,947	782	1,430	5,734
	% Latino est.	70%	58%	91%	62%	67%
	% Spanish-Surnamed	63%	52%	81%	56%	60%
	% Asian-Surnamed	8%	4%	3%	3%	5%
	% Filipino-Surnamed	1%	1%	2%	1%	1%
Voter Turnout (Nov 2014)	% NH White est.	21%	36%	4%	32%	27%
	% NH Black	0%	1%	0%	0%	0%
	Total	871	1,293	434	883	3,481
	% Latino est.	59%	45%	85%	54%	56%
	% Spanish-Surnamed	53%	40%	77%	49%	50%
	% Asian-Surnamed	12%	6%	6%	3%	7%
ACS Pop. Est.	% Filipino-Surnamed	0%	1%	0%	1%	1%
	% NH White est.	28%	39%	6%	39%	32%
	% NH Black est.	0%	2%	1%	0%	1%
	Total	6,448	6,053	5,568	5,912	23,981
Age	age0-19	33%	29%	35%	34%	32%
	age20-60	50%	49%	53%	53%	51%
	age60plus	17%	22%	12%	14%	16%
Immigration	immigrants	20%	18%	38%	23%	24%
	naturalized	35%	40%	24%	34%	32%
Language spoken at home	english	46%	57%	20%	42%	42%
	spanish	49%	37%	76%	56%	54%
	asian-lang	0%	0%	0%	0%	0%
	other lang	5%	6%	4%	2%	4%
Language Fluency	Speaks Eng. "Less than Very Well"	21%	16%	37%	19%	23%
Education (among those age 25+)	hs-grad	52%	61%	38%	56%	52%
	bachelor	7%	12%	3%	6%	7%
	graduatedegree	1%	4%	1%	3%	2%
Child in Household	child-under18	41%	38%	49%	47%	43%
Pct of Pop. Age 16+	employed	50%	54%	51%	52%	52%
Household Income	income 0-25k	23%	21%	34%	26%	25%
	income 25-50k	33%	25%	40%	40%	34%
	income 50-75k	18%	19%	16%	17%	18%
	income 75-200k	25%	32%	10%	15%	22%
	income 200k-plus	1%	3%	0%	1%	2%
Housing Stats	single family	90%	84%	86%	82%	85%
	multi-family	10%	16%	14%	18%	15%
	rented	39%	34%	50%	50%	42%
	owned	61%	66%	50%	50%	58%
Total population data from the 2010 Decennial Census.						
Surname-based Voter Registration and Turnout data from the California Statewide Database.						
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates.						
NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2012-2016 American Community Survey and Special Tabulation 5-year data.						



# City of Selma 2019 Districting

## Apple 2

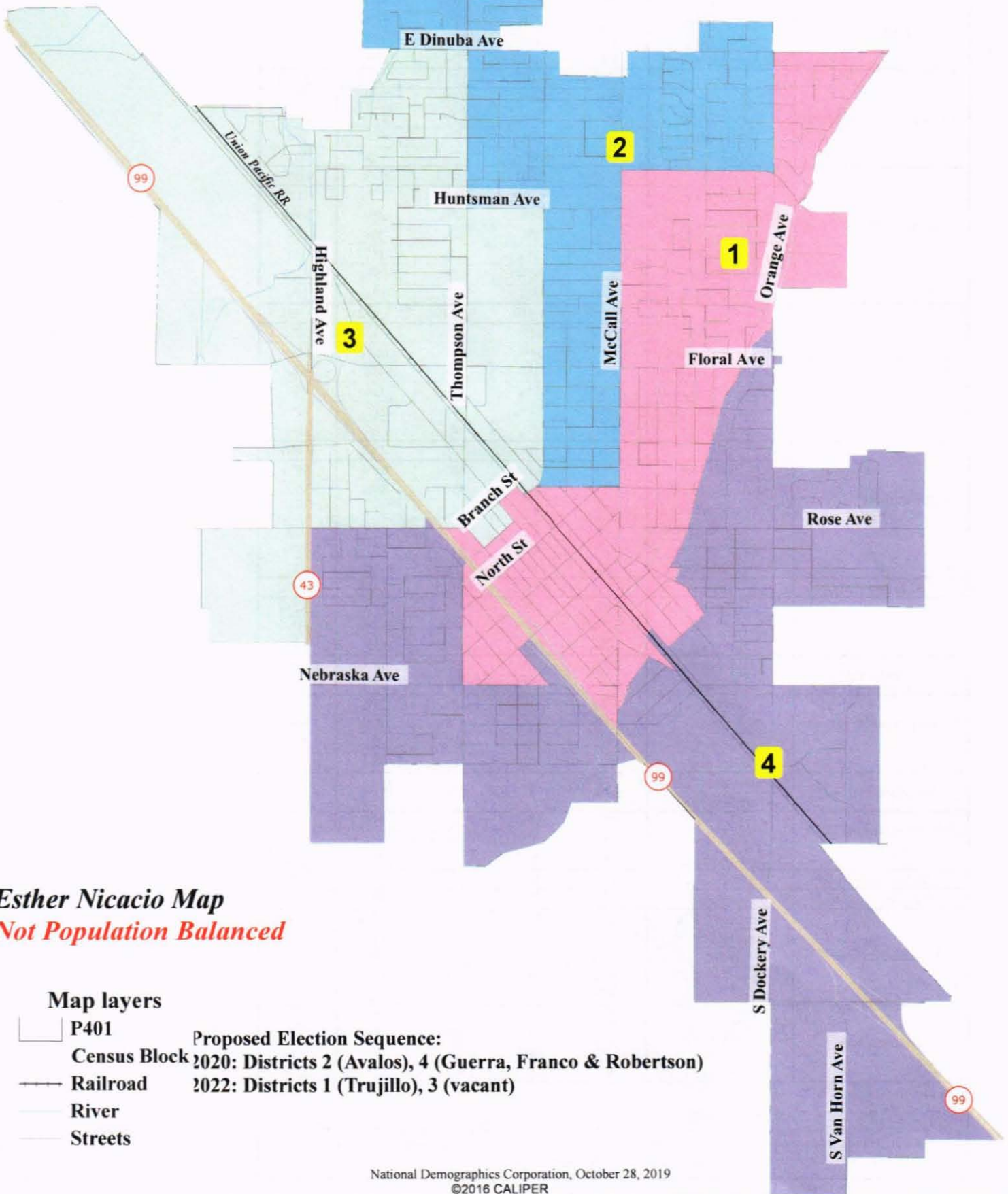


City of Selma - Apple 2 Map						
District		1	2	3	4	Total
Ideal	Total Pop	5,857	5,995	5,935	5,933	23,720
5,930	Deviation from ideal	-73	65	5	3	138
	% Deviation	-1.23%	1.10%	0.08%	0.05%	2.33%
Total Pop	% Hisp	72%	69%	91%	77%	77%
	% NH White	18%	23%	4%	19%	16%
	% NH Black	1%	1%	1%	1%	1%
	% Asian-American	8%	5%	3%	1%	4%
Citizen Voting Age Pop	Total	3,952	3,550	2,165	3,377	13,044
	% Hisp	73%	66%	83%	69%	72%
	% NH White	19%	24%	8%	25%	20%
	% NH Black	0%	1%	2%	1%	1%
	% Asian/Pac.Isl.	7%	5%	7%	2%	5%
Voter Registration (Nov 2016)	Total	2,793	2,677	1,454	2,083	9,007
	% Latino est.	69%	64%	91%	68%	71%
	% Spanish-Surnamed	62%	57%	82%	61%	63%
	% Asian-Surnamed	7%	4%	3%	3%	5%
	% Filipino-Surnamed	1%	1%	1%	1%	1%
	% NH White est.	23%	30%	4%	26%	23%
	% NH Black	0%	1%	1%	0%	0%
Voter Turnout (Nov 2016)	Total	1,806	1,796	783	1,349	5,734
	% Latino est.	65%	60%	91%	64%	67%
	% Spanish-Surnamed	58%	54%	82%	57%	60%
	% Asian-Surnamed	7%	4%	3%	3%	5%
	% Filipino-Surnamed	1%	1%	2%	1%	1%
	% NH White est.	27%	34%	3%	30%	27%
	% NH Black	0%	1%	0%	0%	0%
Voter Turnout (Nov 2014)	Total	1,018	1,187	432	844	3,481
	% Latino est.	55%	46%	86%	54%	56%
	% Spanish-Surnamed	49%	42%	77%	48%	50%
	% Asian-Surnamed	10%	5%	6%	4%	7%
	% Filipino-Surnamed	0%	1%	0%	1%	1%
	% NH White est.	24%	45%	6%	38%	32%
	% NH Black est.	0%	2%	1%	0%	1%
ACS Pop. Est.	Total	6,428	6,095	5,619	5,839	23,981
Age	age0-19	32%	30%	35%	34%	32%
	age20-60	50%	49%	53%	53%	51%
	age60plus	18%	21%	12%	14%	16%
Immigration	immigrants	18%	18%	38%	25%	24%
	naturalized	38%	39%	24%	33%	32%
Language spoken at home	english	50%	55%	20%	40%	42%
	spanish	45%	39%	76%	58%	54%
	asian-lang	0%	0%	0%	0%	0%
	other lang	5%	5%	4%	2%	4%
Language Fluency	Speaks Eng. "Less than Very Well"	18%	16%	37%	21%	23%
Education (among those age 25+)	hs-grad	55%	60%	38%	54%	52%
	bachelor	8%	11%	3%	5%	7%
	graduatedegree	1%	4%	1%	2%	2%
Child in Household	child-under18	39%	39%	49%	47%	43%
Pct of Pop. Age 16+	employed	51%	53%	51%	52%	52%
Household Income	income 0-25k	21%	22%	34%	27%	25%
	income 25-50k	30%	27%	40%	40%	34%
	income 50-75k	19%	18%	16%	17%	18%
	income 75-200k	29%	30%	10%	15%	22%
	income 200k-plus	1%	3%	0%	1%	2%
Housing Stats	single family	89%	84%	86%	82%	85%
	multi-family	11%	16%	14%	18%	15%
	rented	36%	36%	50%	50%	42%
	owned	64%	64%	50%	50%	58%
Total population data from the 2010 Decennial Census.						
Surname-based Voter Registration and Turnout data from the California Statewide Database.						
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates.						
NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2012-2016 American Community Survey and Special Tabulation 5-year data.						



# City of Selma 2019 Districting

## P401



**Esther Nicacio Map**  
**Not Population Balanced**

National Demographics Corporation, October 28, 2019  
©2016 CALIPER

City of Selma - P401 Map						
District		1	2	3	4	Total
Ideal	Total Pop	6,197	5,056	5,776	6,691	23,720
	Deviation from ideal	267	-874	-154	761	1,635
5,930	% Deviation	4.50%	-14.74%	-2.60%	12.83%	27.57%
Total Pop	% Hisp	79%	67%	78%	84%	77%
	% NH White	16%	27%	11%	12%	16%
	% NH Black	1%	1%	1%	1%	1%
	% Asian-American	4%	4%	7%	3%	4%
Citizen Voting Age Pop	Total	3,220	3,137	3,623	3,063	13,044
	% Hisp	75%	62%	78%	71%	72%
	% NH White	18%	31%	12%	21%	20%
	% NH Black	1%	0%	1%	0%	1%
Voter Registration (Nov 2016)	% Asian/Pac.Isl.	4%	4%	7%	7%	5%
	Total	2,193	2,681	2,083	2,050	9,007
	% Latino est.	68%	65%	75%	77%	71%
	% Spanish-Surnamed	61%	58%	67%	69%	63%
	% Asian-Surnamed	4%	4%	8%	3%	5%
	% Filipino-Surnamed	1%	1%	1%	1%	1%
Voter Turnout (Nov 2016)	% NH White est.	26%	30%	15%	18%	23%
	% NH Black	1%	0%	0%	0%	0%
	Total	1,436	1,810	1,246	1,242	5,734
	% Latino est.	64%	61%	72%	73%	67%
	% Spanish-Surnamed	58%	54%	65%	66%	60%
	% Asian-Surnamed	4%	4%	8%	4%	5%
Voter Turnout (Nov 2014)	% Filipino-Surnamed	1%	1%	1%	1%	1%
	% NH White est.	29%	34%	18%	21%	27%
	% NH Black	1%	0%	0%	0%	0%
	Total	921	1,143	670	747	3,481
	% Latino est.	52%	48%	62%	65%	56%
	% Spanish-Surnamed	47%	44%	55%	59%	50%
ACS Pop. Est.	% Asian-Surnamed	5%	5%	14%	5%	7%
	% Filipino-Surnamed	1%	1%	0%	0%	1%
	% NH White est.	38%	36%	23%	28%	32%
	% NH Black est.	2%	1%	1%	0%	1%
	Total	6,056	5,382	6,123	6,419	23,981
	age0-19	31%	32%	33%	34%	32%
Age	age20-60	51%	50%	51%	53%	51%
	age60plus	18%	18%	16%	13%	16%
Immigration	immigrants	23%	18%	23%	33%	24%
	naturalized	34%	38%	33%	27%	32%
Language spoken at home	english	47%	51%	43%	29%	42%
	spanish	48%	44%	53%	68%	54%
	asian-lang	0%	0%	0%	0%	0%
	other lang	4%	4%	4%	4%	4%
Language Fluency	Speaks Eng. "Less than Very Well"	20%	18%	22%	31%	23%
Education (among those age 25+)	hs-grad	57%	57%	51%	45%	52%
	bachelor	9%	9%	6%	5%	7%
	graduatedegree	4%	2%	1%	2%	2%
Child in Household	child-under18	43%	40%	43%	47%	43%
Pct of Pop. Age 16+	employed	53%	51%	50%	52%	52%
Household Income	income 0-25k	25%	21%	25%	30%	25%
	income 25-50k	32%	31%	35%	39%	34%
	income 50-75k	18%	18%	18%	16%	18%
	income 75-200k	23%	28%	21%	14%	22%
	income 200k-plus	3%	2%	1%	1%	2%
Housing Stats	single family	82%	87%	88%	85%	85%
	multi-family	18%	13%	12%	15%	15%
	rented	42%	38%	42%	49%	42%
	owned	58%	62%	58%	51%	58%
Total population data from the 2010 Decennial Census.						
Surname-based Voter Registration and Turnout data from the California Statewide Database.						
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates.						
NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2012-2016 American Community Survey and Special Tabulation 5-year data.						



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

November 18, 2019

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**ITEM NO:** 5.

**SUBJECT:** Public Hearing, Introduction and First Reading of an Ordinance of the City Council Amending Chapter 11 of Title 1 of the Selma Municipal Code to Establish the Election of Four Members of the City Council by Four Districts with an Elective Mayor, the Boundaries and Identification Number of Each District, the Election Order of Each District and of the Elective Mayor and the Term of Office of the Elective Mayor

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**RECOMMENDATION:** To complete the districting process, the Council must either designate three districts of the four-district electoral map or two districts of the district electoral map and the position of elected Mayor as the offices to appear on the November 2020 ballot and/or designate two districts for the November 2022 ballot or one district and the elective Mayor on the November 2022 ballot. The Council must also designate the term of the elective Mayor to be either two or four years.

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**DISCUSSION:** In addition to selecting a district map of four districts for election of City Council members to be elected only by the voters of the district in which the candidate resides, with an elective Mayor to be elected on a city-wide basis by the voters of the entire City, the City Council must determine the sequence of elections of four City Council members by district and of the elective Mayor. The term of office of the elective Mayor must also be determined. The number of City Council positions, including the position of elected Mayor that must be on the November 2020 ballot is determined in part by the calendar, and in part by the electoral district map adopted by the Council. Because there are three members of the City Council who's terms of office will expire in November 2020, and a five member City Council is required by law, the City Council must identify three City Council positions that will be voted on and filled by the persons elected to those positions in November 2020. The Council may, sequence the elections so that three of the four City Council members are elected by district in November 2020 with the remaining one district Council member to be elected along with an elective Mayor, elected on a city-wide basis by the voters of the entire City, in November 2022. Alternatively, the Council may sequence the election so that the position of elective Mayor and of two of the four district Council members appear on and are filled as a result of the November 2020 election.

Based on the electoral map of four districts adopted by the Council, the Council must designate, by number, which districts in the four-district electoral map shall be up for election in 2020 and those which shall be up for election in 2022.

The City Council must also determine the length of the term of office of the elective Mayor, whether four or two years.



Using the Plum Map, the first of four-district maps provided by National Demographics Corporation (NDC), as the example to outline what the City Council is required to do in order to complete this process of dividing into four districts with an elective Mayor, that map places Member Avalos in District 1, Members Guerra and Trujillo in District 2 and Members Franco and Robertson in District 4. District 3 is not occupied by any sitting Council person. The Council may determine the sequence of the election without regard to whether or not the sequencing of the election among districts allows an incumbent City Council person up for reelection in 2020 to seek election to the district in which he or she currently resides, but it must make three positions available on the November 2020 ballot because three council member positions will be up for election. If three positions are not made available, there will be a vacancy for at least two years on the five-member council. If the Plum Map were selected, the Council could allow for all three incumbents in 2020 to run for election to a 'district' council member seat by specifying either Districts 1, 4 and 3 as being up for election in November 2020 or Districts 1 and 4 and the elective Mayor at large to be up for election in November 2020. Alternatively, the Council could sequence the election so that elective Mayor at large and Districts 3 and 2 are to be filled by the vote taken November 2020. Assuming none of the incumbents change residences prior to the November 2020 election, that sequencing would prohibit all three incumbents whose terms expire in 2020 from running for a City Council member seat that is elected by district and would leave them only the option of running for Mayor at large. Allowing incumbents to run for the district seat in which they currently reside is a proper consideration to be taken into account in specifying the sequencing of the election.

Different maps give the Council different options with respect to sequencing of the election; and the sequencing possibilities are nearly endless. It is within the discretion of the City Council to determine, after hearing and considering the views of the public, the sequencing of the election both for elective Mayor and for all remaining four council members to be elected by district. Sequencing the election requires the Council to first adopt a District Election Map. If the City Council fails to adopt any district electoral map, it should defer consideration of this Ordinance and the sequencing of any election for any position until such time as an electoral map is adopted by a majority vote of the City Council.

Lastly, the City Council must designate the term of office of the elective Mayor. It may specify that term of office at either two years or four years. There is no factor the Council is required to consider by law in setting the term of office of an elective Mayor. The matter is entirely in the Council's discretion following its hearing and consideration of testimony presented by members of the public. It is common among cities that have selected a two-year term for an at large elective Mayor to view that arrangement as making the elective Mayor more responsive and accountable to the voters and, to give voters the opportunity to determine the occupant of that office more frequently than every four years.




**RECOMMENDATION:** Council can sequence the election in any manner it desires after hearing and considering the comments and testimony of members of the public. Determining the term of office of the Mayor is also a matter within the discretion of the Council. Assuming the City Council designates an electoral map of four districts the Council should sequence the election by identifying the electoral districts, by number, that will be filled as a result of the November 2020 election, determine whether the Mayor at large position shall be on the ballot at the November 2020 or November 2022 election, as well as the term of office of that position. Accordingly, if a map is adopted, it is recommended that the Council specify the positions and sequence of the election for those positions, waive the First Reading and introduce the ordinance establishing an election of four City Council members by district and the election of the Mayor at large. In that event, the adoption of ordinance would be scheduled for December 2, 2019. Should the Council fail to adopt a district map, it should not sequence the election, because there will be no map from which that sequence can be determined. In that event, the recommendation is that the Council conduct its public hearing, and waive the first reading and introduce the ordinance, leaving the ordinance subject to change or additions to allow for the proper sequencing of the election of four members of the City Council by district and of the Mayor by the voters of the entire City, once a map is selected.

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/s/ \_\_\_\_\_  
Neal E. Costanzo, Special Counsel

11/14/2019  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Teresa Gallavan, City Manager

11-14-19  
\_\_\_\_\_  
Date

ORDINANCE NO. 2019 – \_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA, AMENDING CHAPTER 11 (ELECTIONS) OF TITLE 1 (ADMINISTRATIVE) OF THE CITY OF SELMA MUNICIPAL CODE, TO ESTABLISH THE ELECTION OF FOUR MEMBERS OF THE CITY COUNCIL BY FOUR DISTRICTS, WITH AN ELECTIVE MAYOR THE BOUNDARIES AND IDENTIFICATION NUMBER OF EACH DISTRICT, THE ELECTION ORDER OF EACH DISTRICT AND OF THE ELECTIVE MAYOR AND THE TERM OF OFFICE OF THE ELECTIVE MAYOR**

**WHEREAS**, the City currently elects its five (5) City Councilmembers using an at-large election system, whereby candidates may reside in any part of the City, and each Councilmember is elected by the voters of the entire City; and

**WHEREAS**, California Government Code Section 34886, effective January 1, 2017, permits the City Council of any city to change the city's method of election by ordinance, to a system in which four members of the City Council are elected by district with only the voters in the district in which the candidate resides, electing the four members, with an elective Mayor to be elected on a city-wide basis by the voters of the entire City; and

**WHEREAS**, under the provisions of California Elections Code Section 10010, a city that changes from an at-large city council method of election to a by-district method of election of four districts with an elected Mayor is required to conduct a total of five public hearings, which includes at least two public hearings regarding potential voting district boundaries prior to the release and consideration of any draft voting district maps, and two public hearings following the release of draft voting district map(s); and

**WHEREAS**, at a regular meeting of the City Council held on October 7, 2019 the City Council adopted Amended Resolution No. 2019-39R, declaring its intention to consider adoption of an ordinance creating four electoral districts for the election of four members of the City Council and an elected Mayor pursuant to Government Code §34886 and Elections Code §10010, and adopting a schedule of the proceedings thereon; and

**WHEREAS**, thereafter, at regular meetings of the City Council of the City of Selma held on October 7, 2019, and October 21, 2019, pursuant to California Elections Code Section 10010(a)(1), the City Council held public hearings where the public was invited to provide input regarding the composition of the City's voting districts before any draft maps were drawn, and the City Council considered and discussed the same; and

**WHEREAS**, thereafter, at regular meetings of the City Council held on November 4, 2019, and November 18, 2019, pursuant to California Elections Code Section 10010(a)(2), the City Council held public hearings where the public was invited to provide input regarding the content of the draft maps that had been released at least seven (7) days before each meeting, the proposed sequence of elections, and the term of office of the elective Mayor and the City Council considered and discussed the same; and



**WHEREAS**, at the regular meeting of the City Council of the City of Selma held on November 18, 2019, the City Council held a final public hearing on the proposal to establish district boundaries, reviewed additional public input, formally selected the voting district map, attached hereto as Attachment A and incorporated herein by reference; and

**WHEREAS**, throughout the foregoing process, the City invited the public to participate in the districting process, published public hearing notices in the newspaper, and posted the districting information on the City's website, as required in California Elections Code Section 10010; and

**WHEREAS**, the purpose of this Ordinance is to enact, pursuant to California Government Code Section 34886, an ordinance providing for the election of members of the City Council by-district, in four single-member districts, as reflected in Attachment A to this Ordinance, with an elective Mayor in furtherance of the purposes of the California Voting Rights Act of 2001 (Chapter 1.5 (commencing with Section 14025) of Division 14 of the Elections Code) and to implement the guarantees of Section 7 of Article 1 and of Section of Article II of the California Constitution; and

**WHEREAS**, all legal prerequisites to the adoption of this Ordinance have occurred.

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

**SECTION 1. Findings.** The City Council finds that based upon substantial evidence presented to the City Council during the November 18, 2019 public hearing, that all of the facts set forth in the Recitals, are true and correct, and are incorporated herein by reference.

**SECTION 2. Selma Municipal Code Amendment.** Chapter 11 (Elections) of Title 1 (Administrative) of the City of Selma Municipal Code is hereby amended to read in its entirety as follows:

**1-11-1 City Council Elections.** The general election laws of the State shall be made applicable and shall be observed in all Municipal elections, general or special, held in the City.

**1-11-2 Declaration of Purpose.** The City Council of the City of Selma hereby declares that the change of method of electing members of this Council hereby enacted is being made in furtherance of the California Voting Rights Act of 2001.

**1-11-3 City Council Districts Established.** Four City Council districts and an elected Mayor are hereby established in the City of Selma. The boundaries and identifying number of each district shall be as described on the Council District Map attached hereto as Exhibit "A" and incorporated herein by this reference, and which shall be codified in this Section.



1-11-4 Election of Members of the City Council by District.

a. Following the effective date of this ordinance and upon the commencement of "by district" elections of four members of the City Council and an elected Mayor, in the order established in Section 1-11-5 of this Code, four Members of the City Council shall be elected "by District" as defined in California Government Code Section 34871 or any successor statute and an elective Mayor shall be elected on a city-wide basis by the voters of the entire city. No term of any Member of the City Council that commenced prior to the effective date of this Ordinance shall be affected by the adoption of this Ordinance.

b. Registered voters signing nomination papers or voting for any one of the four Members of the City Council to be elected by district shall be residents of the geographical area making up the district from which the Member is to be elected. Registered voters signing nomination papers or voting for the elective Mayor shall be residents of the City.

c. The terms of the office of each City Council Member elected to the City council by district shall be four (4) years. The term of office of the elective Mayor of the City shall be \_\_\_\_ years.

d. No person shall simultaneously seek election to the position of elective Mayor and as City Council Member of any of the four electoral districts for City Council members.

1-11-5 Commencement of District Elections. Commencing with the general municipal election in November of 2020 and thereafter, the voters in districts \_\_\_\_ and \_\_\_\_ shall elect Members of the City Council by district for full four (4) year terms and the voters of the entire City shall elect the elective Mayor for a \_\_\_\_ year term. At the general municipal election in 2022 and thereafter, the voters in districts \_\_\_\_ and \_\_\_\_ shall elect Members of the City Council by district for full four (4) year terms.

Pursuant to Elections Code Section 21606, the term of office of any council member who has been elected and whose term of office has not expired shall not be affected by any change in the boundaries of the district from which he or she was elected.

**Section 3. Clerical Errors.** The City Council directs the City Clerk to correct any clerical errors found in this Ordinance including, but not limited to, typographical errors, irregular number and incorrect section references.

**Section 4. Severability.** If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Ordinance shall nonetheless remain in full force and effect. The Council of the City of Selma hereby declares that it would have adopted each section, subsection, sentence, clause, phrase, or portion of this Ordinance,



irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions of this Ordinance be declared invalid or unenforceable.

**Section 5. Effective Date.** Pursuant to the provisions of Government Code Section 36937(a), this Ordinance shall take effect immediately upon its adoption.

**Section 6. Publication.** The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause a summary of this ordinance to be published and posted as required by law.

**PASSED, APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_, 2019, by the following vote:

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

\_\_\_\_\_  
Scott Robertson, Mayor

ATTEST:

\_\_\_\_\_  
Reyna Rivera, City Clerk

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

November 18, 2019

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**ITEM NO:**

6.

**SUBJECT:** Consideration to Amend the City's Land Use Element changing the maximum density of the High Density (HD) Residential and Mixed Use (MU) Land Use designations to 24.0 units per acre and to create an R-4 Zone District allowing a density of up to 24.0 units per acre

The City of Selma is implementing these projects to bring their 2007 Housing Element into compliance with current State of California Housing Element laws.

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**RECOMMENDATION:**

Staff is presenting these projects to the City Council for their consideration. Staff is recommending that the City Council approve General Plan Amendment No. 2019-0020 and Zone Code Amendment No. 2019-0021, along with consideration and approval of the Addendum to the City of Selma General Plan Update 2035 EIR. The City Council may approve this project, deny this project, or direct staff to amend the documents presented.

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**BACKGROUND:**

The purpose of this agenda item is to hold a public hearing for the City Council to consider amending the Land Use Element of the Selma General Plan to change the maximum density of the High Density (HD) Residential and Mixed Use (MU) land use designations from 19 units per acre to 24 units per acre. In conjunction with the proposed amendments is the creation of an R-4 Zone District in the City of Selma which would allow a minimum of 20.0 residential units per gross acre and a maximum of 24.0 residential units per gross acre, in addition to commercial uses within a multi-family residential development. The R-4 Zone District would be allowed in the HD Residential and MU land use designations in the Selma General Plan.

The Planning Commission heard this item at their October 28, 2019 hearing and after review and consideration, made a recommendation to the City Council to approve all three items. The Planning Commission's recommendation to City Council was to approve a maximum allowable density of 20 units per acre for the HD and MU land use designations and a maximum of 20.0 units per gross acre in the R-4 District. In providing an update to the California Department of Housing and Community Development (HCD), they requested that a range of density for the R-4 Zone District be allowed with 20 units per acre as a minimum allowed density. Upon review by staff and Counsel, it was determined that a range would be preferred as it provided a cap to the maximum density for the R-4 Zone District, as only a



minimum was provided in the original text considered by the Planning Commission. The revisions are consistent with what was approved by the Planning Commission and also with their discussion at the hearing of desiring a cap on the maximum density.

## **DISCUSSION:**

The City of Selma is implementing these projects to bring their 2007 Housing Element into compliance with current State of California Housing Element laws. The 2007 Housing Element stated the City would identify a minimum of 8.5 acres within the City to rezone to the R-4 Zone District at a density of 20 units per acre to allow for the building of 169 residential units to meet the City's Regional Housing Needs Allocation (RHNA) assigned to the City by the California Department of Housing and Community Development (HCD). These proposed projects are necessary for the City to bring their Housing Element into compliance. At this time, HCD is withholding State housing funding until the City brings their Housing Element into compliance.

Selma's General Plan directs the City to create an R-4 Zone District. The City is proposing the density of the R-4 Zone District to allow a maximum of 24 units per acre in order to meet the requirements to bring the City's Housing Element into compliance. This is the same for the General Plan Amendment. This project does not rezone any physical property but only creates the R-4 Zone District and amends the HD and MU designations so that they are consistent with the density of 24 units per acre.

At the Planning Commission hearing on October 28, 2019, the Planning Commission recommended City Council to approve the creation of an R-4 Zone District and a General Plan Amendment as described above. Following the Planning Commission hearing, and communication with HCD, it was determined that a maximum density of 20 units per acre would not fully address the requirements stated in the City's 2007 Housing Element. Therefore, the below change has been made to the language recommended by the Planning Commission to ensure the City's ability to meet HCD's request and bring the Housing Element into compliance:

The ~~minimum site area~~ density shall be no less than one (1) dwelling unit per 2,178 square feet of gross lot area (20 units per acre) and shall not exceed one (1) dwelling unit per 1,815 square feet of gross lot area (24 units per acre).

This change provides a range and cap to the density allowed in the R-4 Zone District.

## **Environmental (CEQA)**

An Addendum to the General Plan EIR has been prepared for these projects. The Addendum has concluded that substantial changes are not proposed to the 2035 General Plan nor have substantial adverse effects that would require major revisions to the adopted 2035 General Plan EIR prepared for the 2035 General Plan. Impacts beyond those identified and analyzed in the adopted 2035 General Plan EIR would not be expected to occur as a result of the revised

project. Overall, the proposed amendments to the 2035 General Plan that constitute the revised project would result in no new impacts or mitigation of substantial importance that would generate new, more severe impacts or require new mitigation measures compared to those identified for the 2035 General Plan in the adopted 2035 General Plan EIR.

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**RECOMMENDATION:**

Staff is presenting these projects to the City Council for their consideration. Staff is recommending that the City Council approve General Plan Amendment No. 2019-0020 and Zone Code Amendment No. 2019-0021, along with consideration and approval of the Addendum to the City of Selma General Plan Update 2035 EIR. The City Council may approve this project, deny this project, or direct staff to amend the documents presented.

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/s/  
Kira Noguera, Planning Consultant

11/15/2019  
Date

  
Teresa Gallavan, City Manager

11-15-19  
Date



## Chapter 5.5

### R-4 HIGH DENSITY MULTIPLE-FAMILY RESIDENTIAL

11-5.1-1: REGULATIONS APPLICABLE:.....	1
11-5.1-2: PERMITTED USES:.....	2
11-5.1-3: USES PERMITTED SUBJECT TO FIRST SECURING A CONDITIONAL USE PERMIT:.....	2
11-5.1-4: HEIGHT:.....	2
11-5.1-5: LOT WIDTH:.....	2
11-5.1-6: LOT DEPTH: .....	3
11-5.1-7: FRONT YARD:.....	3
11-5.1-8: SIDE YARD: .....	3
11-5.1-9: REAR YARD: .....	3
11-5.1-10: BUILDABLE AREA:.....	4
11-5.1-11: SPACE BETWEEN BUILDINGS: .....	4
11-5.1-12: LOT AREA:.....	4
11-5.1-13: POPULATION DENSITY:.....	4
11-5.1-14: OFF STREET PARKING: .....	4
11-5.1-15: RECREATION AND LEISURE AREAS _ PRIVATE OPEN SPACE: .....	4
11-5.1-16: RECREATION AND LEISURE AREAS _ COMMON OPEN SPACE: .....	4

This article of the Zoning Ordinance is intended to be applied in areas of the city where multi-family dwellings, at a density of twenty (24) dwelling units per net acre, are the logical and desirable uses, due to environmental conditions and proximity to commercial and community service facilities. It is intended that these areas of high density multiple-family residential use be located appropriately next to high-capacity streets and near services. It is specifically the intent of this section to ensure that R-4 zoned properties be intermixed with residential development of other densities and/or commercial properties to ensure that R-4 zoned properties are not overly concentrated. The following regulations shall apply to every lot and building in the R-4 High Density Multiple-Family Zone.

#### 11-5.1-1: REGULATIONS APPLICABLE:

The following regulations set forth in this Chapter shall apply in the R-4 High Density Multiple-Family Zone unless otherwise provided in this Title.

**11-5.1-2: PERMITTED USES:**

- (A) Any uses permitted in the R-2 Zone without first securing a conditional use permit; except one-family dwelling units, churches (houses of worship), and accessory dwelling units.
- (B) Multiple dwellings subject to the provisions of Chapter 20.1, Site Plan Review.
- (C) Accessory buildings and structures. (Ord. 92-2, 3-16-92)
- (D) For general provisions and exceptions see Chapter 20 of this Title. (Ord. 92-2, 3-16-92)

**11-5.1-3: USES PERMITTED SUBJECT TO FIRST SECURING A CONDITIONAL USE PERMIT:**

- (A) Projects, due to site conditions or to meet the minimum density requirement for the zone district, requesting exceedance to building height, setbacks, lot coverage, or parking requirements.
- (B) Commercial uses consistent with the C-1 Neighborhood Commercial Zone on the first floor of a multifamily structure, occupying no more than 50 percent of the first floor area.
- (C) For general provisions and exceptions see Chapter 20 of this Title. (Ord. 92-2, 3-16-92)

**11-5.1-4: HEIGHT:**

- (A) No main building or structure shall have a height greater than three (3) stories not to exceed forty five feet (45')
- (B) No accessory building shall have a height greater than one story not to exceed twelve feet (12') to plate height.
- (C) For general provisions and exceptions see Chapter 20 of this Title. (Ord. 92-2, 3-16-92)

**11-5.1-5: LOT WIDTH:**

- (A) All lots created after July 5, 1977, shall comply with the following lot width standards and lots existing as of July 5, 1977, may not be reduced below these standards.
- (B) Every lot shall have a minimum lot width of sixty feet (60') excepting that a corner lot shall have a minimum lot width of seventy feet (70').
- (C) Reversed corner lots shall have a minimum lot width of seventy five feet (75').
- (D) Cul-de-sac or loop out lots shall have a minimum width of forty feet (40') with a minimum lot width at building setback line of sixty feet (60').
- (E) Lots siding on freeways and railroads shall have a minimum width of eighty feet (80'). (Ord. 92-2, 3-16-1992)



**11-5.1-6: LOT DEPTH:**

- (A) All lots created after July 5, 1977, shall comply with the following lot depth standards and lots existing as of July 5, 1977, may not be reduced below these standards.
- (B) Every lot shall have a minimum lot depth of one hundred feet (100').
- (C) Lots backing on freeways and railroads shall have a minimum depth of one hundred thirty feet (130'). (Ord. 92-2, 3-16-1992)

**11-5.1-7: FRONT YARD:**

- (A) Every lot shall have a front yard with a minimum depth of fifteen feet (15'), extending across the full width of the lot, or twenty five percent (25%) of the depth of the lot, whichever is less, except that when a lot is adjacent to or abuts a lot fronting on the same street zoned R-A, R-1, R-1-9, or R-1-12, the required front yard setback of the adjacent or abutting lot shall apply for a minimum distance of the first fifty feet (50') extending across the front of the lot.
- (B) For general provisions and exceptions see chapter 20 of this title. (Ord. 92-2, 3-16-1992)

**11-5.1-8: SIDE YARD:**

- (A) Every interior lot shall have side yards with a minimum of five feet (5') on each side of the main building.
- (B) For two (2) story or higher multiple-family buildings, a minimum setback of ten feet (10') shall be provided, except when adjoining adjacent properties zoned for single-family, the second story portion of any building shall have a minimum setback of twenty feet (20').
- (C) Corner lots, unless otherwise specified in this code, shall have side yards abutting the street not less than fifteen feet (15') in width, excepting garages and carports fronting on a street side yard shall be a minimum of twenty feet (20'). For reverse corner lots, the street side yard setback shall be the same as the minimum front yard setback of the adjacent or abutting lot and shall apply for a minimum distance of the first fifty feet (50') extending across the street side yard of the lot.
- (D) For lots siding on freeways and railroads, the side yard setback adjacent to the freeway for residential structures shall be a minimum of twenty five feet (25').
- (E) For general provisions and exceptions see chapter 20 of this title. (Ord. 92-2, 3-16-1992)

**11-5.1-9: REAR YARD:**

- (A) The minimum requirements of the R-2 zone (section 11-4.1-9 of this title) shall apply.
- (B) For general provisions and exceptions see chapter 20 of this title. (Ord. 92-2, 3-16-1992)

**11-5.1-10: BUILDABLE AREA:**

(A) The buildable area, or percentage of a lot, which may be occupied by any and all buildings, shall not exceed a total amount of sixty five percent (65%) except at the discretion of the Community Development Director. The buildable area may exceed 65 percent, where such additional lot coverage will not, in the opinion of the Community Development Director, adversely affect the aesthetics of the local area. (Ord. 2002-2, 3-4-2002)

**11-5.1-11: SPACE BETWEEN BUILDINGS:**

- (A) The minimum requirements shall be at the discretion of the Community Development Director and as required by the current building code.
- (B) See section 11-20-8 of this title, accessory buildings. (Ord. 92-2, 3-16-1992)

**11-1.5-12: LOT AREA:**

- (A) The minimum lot area requirement of the R-4 zone is 30,000 square feet.

**11-5.1-13: DENSITY:**

- (A) The density shall be no less than one (1) dwelling unit per 2,178 square feet of gross lot area (20 units per acre) and shall not exceed one (1) dwelling unit per 1,815 square feet of gross lot area (24 units per acre).

**11-5.1-14: OFF STREET PARKING:**

- (A) For residential uses, the provisions of the R-2 zone (section 11-4.1-14 of this title) shall apply. The Community Development Director has discretion to reduce off street parking requirements by up to 15 percent where such reduction is needed to meet other building requirements or to improve overall project design.
- (B) For nonresidential uses, the off street parking provisions set forth in chapter 17 of this title shall apply. (Ord. 92-2, 3-16-1992)

**11-5.1-15: RECREATION AND LEISURE AREAS \_ PRIVATE OPEN SPACE:**

- (A) Usable private open space provided for individual dwelling units shall be a minimum of (60) square feet minimum for second floor and higher units as balconies. Private open space for ground floor units is optional.

**11-5.1-16: RECREATION AND LEISURE AREAS \_ COMMON OPEN SPACE:**

- (A) The minimum requirements of the R-2 zone (section 11-4.1-16 of this title) shall apply. (Ord. 92-2, 3-16-1992)



## **1.0 LAND USE ELEMENT**

### ***1.1 Introduction***

The Land Use Element is a guide to future land use within Selma and affects many of the issues addressed in the other General Plan Elements. The Land Use Element identifies the type and location of future land uses within the City. The specific land uses and their location in turn affect the remaining General Plan Elements. For example, the location and type of land uses outlined in the Land Use Element affect the circulation system that is identified in the Circulation Element. They also reflect the application of the community's goals for its future form and character. In addition to land uses, the Land Use Element also addresses how and when growth will occur, with special attention given to public services and facilities as well as economic development.

### ***1.2 Purpose of the Land Use Element***

State law requires that Selma prepare and adopt a General Plan as a tool to manage growth and development. The Land Use Element is one of the seven mandatory elements of the General Plan. The purpose of the Land Use Element is to describe present and planned land uses and their relationship to the community's long-range goals for the future. The Land Use Element identifies the proposed general distribution, location, and extent of land uses such as residential, commercial, industrial, and public/quasi public. The Element consists of text and a map (reference map pocket) that outlines the future land uses within the City and how these uses are integrated with the other General Plan Elements and policies. The Land Use Map is a particularly important feature of the Element since it shows the location and types of development within the City. The Element also describes the intensity or density of development planned for the community. The Land Use Element of the Selma General Plan represents the City's desire for long-range changes and enhancements of land uses. Finally, the goals, objectives and policies and standards contained in this Element establish the framework for future land use planning and decision making in Selma.

### ***1.3 Scope and Content of the Land Use Element***

The Land Use Element complies with the requirements of the General Plan Land Use Element mandated in Government Code §65302(a). The Element is comprised of five sections: the Introduction; Purpose of the Land Use Element; Scope and Content of the Land Use Element; Goals, Objectives, and Policies and Standards; and Land Use Map. In the Goals, Objectives, and Policies and Standards section, major land use issues are identified and related goals and policies are established to address these issues. The goals, which are overall statements of community desires, are comprised of broad statements of purpose and direction. Policies serve as guides for community economic development strategies. To achieve the goals, objectives and policies, a logical, organized land use pattern is established with standards for future community development. The Land Use Map graphically identifies the planned land uses within Selma.

### ***1.4 Growth Management***

The issue of growth management is central to the general plan process. Growth impacts the community in a variety of ways affecting all of its residents. When growth takes place in a manner consistent with the community's ability to provide necessary services, growth can have positive impacts. Unplanned growth or rapid growth beyond the ability to provide services can create an unpleasant environment and have a devastating affect on the long term economic vitality of the community.

It is in the context of managed growth that the impact of the General Plan can best be understood. A general plan can be broadly defined as an adopted statement of policy for the physical development of a community. As such, it not only represents the official policy regarding the nature and quality of development within the community, but also represents an assessment of the type, quantity, and timing of future development. A major purpose of this General plan is to provide a clear statement of the City's desire for future development. The Plan will be used in the decision making process and is designed to be the framework for policy decisions on both private development projects and City capital expenditures.

The General Plan reflects a serious interest in the effects of urban development on the City's operation and capital budgets. All land use decisions have an effect on future City tax revenues and on the cost of delivering services. As long as the City continues to grow in population, the operating and capital budgets have to address increased service demands. The purpose of a growth management strategy is to reach a balance between the need to house new population and the need to balance the City's budget while providing acceptable levels of service.

The City's strategy for growth management can best be described as the prudent location and timing of new development to maximize the efficient use of urban facilities and services. The General Plan gives direction to the growth the City will experience in the future. Where and when growth is accommodated has major implications for service levels and on the costs of City operations.

### ***1.5 Zoning Consistency***

To meet requirements of State Law and simplify the planning process, all land within the Sphere of Influence identified on the General Plan map is provided with a land use designation. The classifications of land are adopted as General Plan policy and are intentionally broad to allow flexibility in project planning. Typically, this flexibility may allow more than one zoning district to be consistent with a single general plan land use designation.

By law, the Land Use Element must establish standards of population density and building intensity for each land use designation. Residential land use density and intensity is expressed in terms of units per gross acre. A gross acre is the raw land before any dedication of streets, setbacks or other restrictions are applied. Units per gross acre is used because it is easier to understand and convey to the general public. Each residential category includes minimum and maximum densities specified in a range of units per gross acre. This allows for a variety of development proposals and zoning requests to be consistent with the General Plan land use designation. The figures are estimates based on average housing units per gross acre. The ultimate population density may be obtained by multiplying the number of units by the average household size to determine the number of persons per acre.

Commercial and industrial land uses include a maximum lot coverage which should not be exceeded. It would not include parking areas (except garages and carports), sidewalks and similar features.

While the Land Use Element specifies a range of unit densities per acre, the Zoning Ordinance of the Selma Municipal Code regulates lot size, parking requirements and other development standards. Under a given land use designation, different zone districts may be appropriate. Consideration of different development requirements within a land use designation is accomplished under the Planned Development provisions of the Zoning Ordinance.

Table 1-1 provides a summary of the density ranges allowed in residential designations and the maximum lot coverage area ratio allowed in non-residential designations and also lists the zoning districts appropriate for each land use.



## ***1.6 Agricultural Management***

### **GOAL 1**

**Protect adjacent and nearby agricultural lands within the City's Planning Area, while providing for logical growth of the City.**

#### ***Policies and Standards***

- 1.1 The following agricultural land use category identifies land throughout the Planning Area that is intended primarily for agricultural uses.

Agriculture (AG) 0 to 0.05 Units Per Gross Acre.

This designation provides for agriculture and agriculturally-related uses with a 20-acre minimum lot size, and is generally applied to lands outside of urbanized areas or areas planned for future urbanization. Although lands designated Agriculture are not always under the direct control of the City of Selma, the agricultural designation of these lands is intended to express the City's preference that these areas remain in agricultural use and production.

**Table 1-1  
Land Use and Zoning Consistency**

General Plan Designation Residential Land Uses	Units Per Acre		Lot Size (sq. ft)	Consistent Zoning
	Min	Max	Min	
<i>Extremely Low Density</i>	0.0	0.5	20,000	AE, OS, RA
Very Low Density (VLD)	0.0	2.0	12,000	R-1-12
Low Density (LD)	1.0	4.0	9,000	R-1-9, R-1-12
Medium Low Density (MLD)	3.0	5.5	7,000	R-1-7, R-1-9
Medium Density (MD)	4.5	9.0	6,000	R-2
Medium High Density (MHD)	8.0	14.0	20,000	R-3, R-2
High Density (HD)	13.0	<del>19.0</del> 24.0	30,000	R-4, R-3
Commercial Land Uses	Max Lot Coverage		Min Lot Size	Consistent Zoning
Neighborhood Commercial (NC)	40%		1 Acre	C-1
Community Commercial (CC)	60%		20,000	C-2
Commercial Office (CO)	40%		5 Acres	C-O
Service Commercial (SC)	75%		20,000	CS
Highway Commercial (HC)	70%		20,000	CH
Regional Commercial (RC)	60%		5 Acres	C-3
Planned Medical Devel. (PMD)	50%		20,000	PMD
Central Business District (CBD)	100%		None	CBD
Industrial Land Uses	Max Lot Coverage		Min Lot Size	Consistent Zoning
Light Industrial (LI)	80%		10,000	M1
Heavy Industrial (HI)	90%		10,000	M2
Business Park (BP)	75%		10,000	BP
Miscellaneous Land Uses	Max Lot Coverage		Min Lot Size	Consistent Zoning
Public Facilities (PF)	N/A		None	Any
Park (PA)	N/A		1 Acre	OS
Reserve (RE)	N/A		N/A	RA, OS

- 1.2 In order to preserve them as a natural resource and provide a buffer between existing and future development in the City and neighboring cities, prime agricultural lands should not be designated for urban development to the extent feasible.
- 1.3 The premature conversion of productive agricultural lands to urban uses is discouraged. Steps to curb conversion of these lands include the use of Williamson Act contracts, Farmland Security Zone contracts, agricultural zoning, purchase/transfer of development rights and "right to farm" covenants.



- 1.4 Request that Fresno County amend the County's Selma Community Plan to be consistent with the City's General Plan.
- 1.5 Support Fresno County General Plan objectives and policies which protect agricultural lands by maintaining large agricultural parcel sizes and preventing the development of these parcels until it is appropriate to be annexed into the City for development.
- 1.6 Support agricultural industries within the City, but not in the unincorporated areas of the Selma Sphere of Influence. The City shall discourage agricultural industries in unincorporated lands as it would blur the City edge and create demand for annexation and City services.
- 1.7 Require a "right to farm" covenant to be recorded for all development adjacent to productive agricultural lands, in order to provide notice to future owners and protect the farming activities.
- 1.8 New development in the community should be sequential and contiguous to existing development, to ensure the orderly extension of municipal services and preservation of an adequate circulation system.
- 1.9 While the City prefers contiguous urban development, this may not always be feasible or possible given short-term ownership and development constraints. However, leapfrog development greater than ¼ mile from existing urban uses should be discouraged. Such development should be required to submit an analysis of the fiscal and service impacts the development would have upon the City.
- 1.10 The in-fill of existing vacant lands within the City limits should be encouraged over development on the periphery of the community.
- 1.11 Development of peninsulas of urban development into agricultural lands shall be discouraged.
- 1.12 In cooperation with Fresno County and the Fresno Local Agency Formation Commission, the City shall adopt and maintain a Sphere of Influence consistent with this General Plan. The Sphere of Influence shall serve the mutual interests of the County and City by preserving agricultural uses in areas vulnerable to development while protecting the ultimate growth area of the City from potential incompatible or unplanned urban uses.
- 1.13 The City shall discourage extension of urban services for land which will not be annexed into the City for greater than one year, except when required to eliminate health and safety problems in existing developments.
- 1.14 The City shall oppose untimely urban development in the unincorporated areas of the Sphere of Influence.

### ***1.7 Residential Land Use***

#### **GOAL 2**

**Provide adequate land and services to facilitate the development of a wide range of housing types within the City of Selma.**

#### ***Policies and Standards***

- 1.15 The following residential land use categories identify land throughout the Planning Area that is acceptable for housing; clarifies the overall type of housing to be developed within each category; and allows for a mixture of housing types, lot sizes and affordability within the community.

**Extremely Low Density (ELD): 0.0 to 0.5 Units Per Gross Acre**

*This designation allows for large lot sizes typically 20 acres and larger. Typical zoning would be RA (Residential Agricultural), and OS (Open space). Other permitted uses include crop and tree farming, horticulture, temporary stands for the sale of agricultural products grown on the same property, small farming, and publicly owned parks and playgrounds. Estate sized lots and areas where horses could be kept may also be compatible in some areas.*

**Very Low Density (VLD): 0 to 2.0 Units Per Gross Acre**

This category is characterized by larger lot sizes ranging from a minimum of 12,000 square feet to a more typical 20,000 square feet. Typical zoning would be R-1-12. A planned unit development may be appropriate if accompanied by a recreational amenity such as a golf course, lake or similar amenity. Estate sized lots and areas where horses could be kept may also be compatible in some areas.

**Low Density (LD): 1.0 to 4.0 Units Per Gross Acre**

The intent of this classification is to provide locations for the construction of single family homes. Zoning classifications under this designation include R-1-9 and R-1-12 with 9,000 and 12,000 square foot lot minimums respectively.

**Medium Low Density (MLD): 3.0 to 5.5 Units Per Gross Acre**

This Designation allows for a transition of housing types between higher density development and conventional single family developments. Typical zoning would be R-1-7 or R-1-9. This land use designation is representative of most existing single family developments within the City. Minimum lot size is 7,000 square feet.

**Medium Density (MD): 4.5 to 9.0 Units Per Gross Acre**

Small-lot, clustered development and low density multiple family development would be acceptable in this designation. To accommodate these types of development, typical zoning would be 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. In addition, specific development standards would be necessary on a project by project basis to insure that there would be sufficient open space, parking, etc. The majority of multiple family development in this district would be in the form of duplexes.

**Medium High Density (MHD): 8.0 to 14.0 Units Per Gross Acre**

This classification provides for lower intensity multiple family developments. Typical zoning would be R-2 with a minimum lot size of 20,000 square feet. A lot with the minimum lot size would typically have up to 4 residential units. Typical development would be tri- and four-plexes and single story apartment complexes.

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**High Density (HD): 13.0 to 19.0 24.0 Units Per Gross Acre**

Notable apartment developments are provided within this designation. Typical zoning for the HD designation would be R-3 and R-4. A new zone district, R-4, which will be required to be developed in the zoning ordinance. R-3 zoning has a minimum lot size of 20,000 square feet, which could accommodate up to 14 units, and R-4 zoning will have has a minimum lot size of 30,000 square feet, which could accommodate up to 24 units. A lot with the minimum lot size could potentially have up to 13 residential units. This designation would likely result in multiple story apartment complexes and mixed use developments.

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#### **Mixed Use (MU) 5.0 to 49.0 24.0 Units Per Gross Acre**

This classification accommodates a variety of retail, government, and commercial services, including but not limited to, restaurants, offices, inns/hotels, and entertainment uses. Residential uses can be provided above commercial or in free-standing buildings.

Innovative housing options, integration with commercial and office uses, and pedestrian-oriented design are particularly encouraged within the Mixed Use land use designation.

- 1.16 For fostering competition and choice of housing, the City shall identify approximately 150 percent of the estimated land needed for development to accommodate the projected growth of the community during the plan period on the general plan land use map.
- 1.17 Within one year of adoption of the General Plan, the City shall review its Capital Improvements Program to ensure that planned improvements are consistent with the Plan.
- 1.18 The City shall work closely with the school district in monitoring housing, population, school enrollment trends and in planning for future school facility needs, and shall assist the school district in locating appropriate sites for new schools.
  - a. The City will involve the school district as early as possible in the planning process to ensure that the analysis of and provision for adequate school facilities are an integral part of any project review.
  - b. New schools should be located as close as possible to housing developments so children can walk/bike to school, and to minimize district transportation costs.
  - c. New school sites should be located adjacent to public parks and/or open space to allow joint use of public land.
  - d. New school sites should be located to minimize the need for young children to cross major roadways, railroads or other physically challenging barriers.
  - e. The City shall assist the school district in finding sites for the elementary schools, middle schools and high schools which the school district indicated would be necessary to serve the population growth projected in this General Plan update.
- 1.19 The City will work closely with the school district to ensure that school facilities will keep pace with new development. The City may assist the school district in securing funding for new school facilities and, where legally feasible, the City may provide a mechanism which, along with state and local sources, requires development projects to satisfy the school district's financing program based upon evidence of their impact.
  - a. The school district will impose fees as legally allowed by the state on residential development projects for the construction and/or reconstruction of school facilities. The fees on residential development projects may be adjusted every two years for inflation.
  - b. The City will encourage the school district to take actions necessary to qualify for state school funds.

#### **GOAL 3**

**Provide a high quality living environment in residential neighborhoods.**

##### ***Policies and Standards***

- 1.20 Support smart growth principles that advance mixed use, higher density, walkable, bikeable and accessible neighborhoods which coordinate land use and transportation with open space areas for recreation. Promote green/sustainable building standards for private residential, multifamily, and commercial projects.

- 1.21 The City will encourage Leadership in Energy and Environmental Design (LEED) features for new construction including commercial, residential, industrial and public facilities. LEED was established to provide the building industry with design tools and standards which create high performing, environmentally friendly, sustainable buildings.
- 1.22 Residential neighborhoods should be protected from encroachment of incompatible activities or land uses which may have a negative impact on the residential living environment.
- 1.23 New residential developments shall incorporate specific and unique design features into their projects to help promote a sense of ownership and place in a neighborhood. Proposed elevations and materials shall be compatible with adjacent or nearby neighborhoods. Design features shall include the physical appearance and materials used on a structure as well as the placement of structures within a development. Elevations and floor plans shall be reviewed and evaluated prior to approval of new residential developments.
- 1.24 In order to encourage the integration of neighborhood and community commercial uses into neighborhoods, designs should de-emphasize the usage of walls as buffers where they create barriers to pedestrian access. Continuous block walls shall be discouraged, and offsets and openings shall be encouraged, other types of uses, such as open space, may be utilized as buffers.
- 1.25 If walls are used, they shall be designed in a manner that incorporates a variety of materials and textures as well as landscaping. Wall design and materials shall be reviewed and evaluated at the time of approval of new residential developments.
- 1.26 The City shall plan new residential areas to be within the recommended distance of ½ mile of school playgrounds and/or recreational open space. Park facilities shall be provided in each quadrant of the City within a recommended ¼ mile walking distance of most residents.
- 1.27 Required front yard setbacks shall be landscaped and provided with permanent irrigation systems prior to issuance of occupancy permits for single family residential developments. A minimum of one street tree for every 30 feet of street frontage shall be provided. Such trees shall not be less than two inches in diameter, measured four and one half feet from the root ball, and shall be a variety from the City's list of approved trees.
- 1.28 To provide additional security, privacy and noise reduction, all new residential development shall require minimum setbacks of 20 feet for structures abutting arterial streets and 10 feet for structures abutting collector streets.
- 1.29 The following access restrictions shall apply to new single family subdivisions:
  - a. New single family residential lots shall not be permitted to have vehicle access to arterial streets.
  - b. New single family residential lots shall not be permitted to have vehicle access to collector streets where it can be avoided.
  - c. The use of frontage roads, corner lots, open end cul-de-sacs or other street design solutions for access is encouraged
- 1.30 The east side of McCall Avenue between Floral Avenue and Gaither Street shall be designated as a Special Policy Area. The purpose of the Special Policy Area is to define the area of existing single family residential uses that are subject to changing urban environments that may reduce the suitability of the area for new residential development. The anticipated impacts of street widening that would affect the single family residential use of property, include: reduction in front yard building setbacks for existing homes, increased awareness of



the arterial street classification due to nearness of the street improvements and increased traffic volumes. The McCall Avenue Special Policy Area shall be subject to the following:

1. In order to protect the existing residential nature of the area, all properties shall continue to be designated for medium density residential use.
2. In consideration of the potential effects of the future widening of McCall Avenue, the properties within the McCall Special Policy Area shall be permitted to develop with office commercial uses in a manner that considers and protects the residential environment of the existing uses.
3. Any proposal to develop commercial office uses shall be subject to a precise plan overlay district, which may be enacted subject to making the following findings:
  - a. The size and shape of the property is adequate to provide for the proposed development.
  - b. The development gives consideration to the potential effect of development on other immediately adjacent properties by providing compatible architectural building designs, setbacks, significant landscape treatment, shared driveway access and on site circulation and parking facilities.
  - c. The commercial office development does not generate vehicular traffic that significantly affects the adjacent residential uses.
  - d. The conversion of existing residential buildings for commercial office use provides for structurally safe, as well as aesthetically pleasing buildings as a result of the change of occupancy.
4. Precise plans for commercial office development within the special policy area shall incorporate the following general development guidelines.
  - a. The placement of buildings on the property shall conform to the average building line of the existing development along the east side of McCall Avenue.
  - b. The architectural design of new office buildings shall reflect the residential character of the single family residential buildings in the area. Detailed architectural elevations and renderings shall be submitted for review during the precise plan approval process.
5. The conversion of existing residential buildings to commercial office use shall be subject to the same architectural review as new office buildings. The detailed architectural elevations submitted for review shall provide assurance that architectural building enhancements are incorporated into the change of occupancy consistent with other improvements to the property.
  - a. The use of existing residential buildings for commercial office use shall be subject to code compliance inspection performed by a licensed architect or engineer. The Code compliance inspection shall be performed to assure that any existing building used for office commercial use is safe for commercial occupancy.
  - b. All parking areas shall be located to the rear of buildings and or shall be setback a minimum of 20 feet and screened from McCall Avenue by buildings, low brick walls and extensive landscaping. Shared parking facilities shall be encouraged.
  - c. Drive approaches and driveways serving development from McCall Avenue shall be to the one way residential standard 12 to 15 feet in width and shall be spaced to retain the residential character of the area. Shared driveway access shall be encouraged.

- d. The landscaping plan shall include the planting of large trees, at least 24 inch nursery box size, along the front or street side of the property. Trees shall be spaced in a manner that provides a 100 percent shade canopy, upon tree maturity, along street frontages.
- e. Adjacent properties are encouraged to consolidate and join together in order to provide adequate property size for commercial office development.

#### **GOAL 4**

**Ensure that higher density residential developments provide amenities and maintenance of facilities that assures an adequate standard of living to the residents of the development.**

##### ***Policies and Standards***

- 1.31 In order to meet a portion of the open space and recreational needs generated by higher density residential developments, private recreational facilities should be provided in all residential planned unit developments and multiple family residential projects over five units

#### **GOAL 5**

**Ensure that higher residential densities do not negatively affect existing neighborhoods.**

##### ***Policies and Standards***

- 1.32 "Medium High" and "High" residential land use districts should be distributed throughout the community. However, such residential districts shall be located at or near intersections of arterial and/or collector streets and should be close to shopping, transit and schools. Access to developments within these districts through single family residential neighborhoods is discouraged.
- 1.33 Higher density residential developments should be designed in a manner that minimizes the impacts upon adjacent properties. To that end, the following development standards should be incorporated into higher density residential projects:
  - a. Outdoor recreation areas, game courts, pools and solid waste collection areas on multifamily properties shall be oriented away from adjacent properties planned for single family residential.
  - b. Parking areas, garages, other non-residential structures and access drives shall be separated from adjacent properties planned for single family residential with a 10-foot landscaped setback containing deciduous and evergreen trees.
  - c. Exterior area lighting for multiple family residential parking, carports, garages, access drives and outdoor recreation areas shall be shielded to minimize line-of-sight visibility from abutting property planned for single family residential.
  - d. Multiple family residential buildings greater than 20 feet in height shall be prohibited within 25 feet of property planned for single family residential.
  - e. Permanent fences or walls shall be provided adjacent to non-street project boundaries.
- 1.34 Driveway access within 175 feet of the intersection of two arterials for multiple family residential should not be permitted.
- 1.35 Multiple family residential development projects should be no larger than 120 units. Developments larger than this should be designed, approved and managed as separate projects.



- 1.36 Multiple family residential development projects in the "Medium High" and "High" land use designations should be of sufficient size to provide on-site management.

#### **GOAL 6**

**Provide for a mix of densities which will ensure adequate and affordable housing for all economic segments of the community.**

##### ***Policies and Standards***

- 1.37 The minimum lot area for a single family dwelling unit shall be 7,000 square feet, with exceptions to this minimum allowed subject to the approval of a Conditional Use Permit or Specific Plan as set forth in the City of Selma Zoning Ordinance.
- 1.38 Prior to development of less than the minimum range specified for a given residential General Plan Designation or amendment of the General Plan to allow a lower density designation for a parcel of land, the findings listed below shall be made. The intent of this policy is to make efficient use of land and ensure the viability of long-range financing mechanisms used to finance public improvements.
- a. A determination that the density will not cause a shortfall in any assessment district, reimbursement agreement or other fee program implemented by the City.
  - b. That the design of the project addresses noise, traffic, and access within the confines of the project.
  - c. That adjacent land uses, existing or planned, are not significantly impaired, or prohibited, as a result of the lower density.
  - d. That the lower density is consistent with the requirements of State Government Code Section 65863.
- 1.39 The maximum densities provided for in this general plan land use element may be exceeded for reconstruction of existing multiple dwelling units in accordance with the following:
- Demolition and reconstruction of existing multiple dwelling units on a single legal parcel in areas designated or zoned for single family development may be permitted subject to review and approval by the Planning Commission at a public hearing and in accordance with the following:
- a. The multiple dwelling units were legally constructed. For the purposes of this policy, legally constructed shall include all multiple dwellings which have approved entitlements, approved building permits for construction or conversion, or can be shown by City records to have existed prior to 1970.
  - b. The lot can be shown to accommodate reasonable facilities for the scale of the development, such as open space, parking and common areas. A minimum of one hundred fifty (150) square feet of private open space per unit should be provided.
  - c. A minimum of one (1) on-site parking space per unit shall be provided. Where parking in excess of one space per unit exists, parking spaces numbering not less than the existing number shall be provided upon completion of the reconstruction.
  - d. There shall be no increase in the intensity of the land use over that which previously existed. No increase in the number of units shall occur. The average size of all units on the property shall not be increased, except as required to meet any minimum size required by the Selma Municipal Code.

- e. The proposed height and bulk of the dwellings shall be compatible with the surrounding neighborhood.
- f. The exterior materials and architecture shall be compatible with the surrounding neighborhood.

### **1.8 Commercial Land Uses**

#### **GOAL 7**

**Promote a full range of commercial activity appropriate to the community.**

#### ***Policies and Standards***

- 1.40 The Land Use Element and plan map include eight commercial categories intended to provide a complete range of neighborhood, community, service, regional and highway commercial needs. In addition, there are districts identified for commercial office, planned medical development and the central business district. Below is a summary of the commercial land uses provided for in this General Plan:

#### **Neighborhood Commercial (NC): 40% Lot Coverage**

This designation includes convenience commercial and neighborhood shopping centers providing a range of necessary day-to-day retail goods and services serving a market area generally less than ½ mile around the site. Neighborhood commercial areas should be on a 1-5 acre site.

#### **Commercial Office (CO): 40% Lot Coverage**

This designation is intended for the exclusive development of non-retail business and professional offices. New sites should be a minimum of one acre or larger in size.

#### **Community Commercial (CC): 60% Lot Coverage**

This designation includes a variety of uses that serve the community and occasionally nearby rural areas and small cities. New Community Commercial development usually includes multiple anchor tenants such as grocery-drugstore combinations as well as smaller retail and service businesses. New Community Commercial designations should occupy sites ranging in size from 5-25 acres and be located at arterial intersections. Existing Community Commercial sites in the downtown or surrounding area could be as wide and a depth of 500 feet.

#### **Central Business District (CBD): 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.

#### **Planned Medical Development (PMD): 40% Lot Coverage**

The Planned Medical Development designation is designed to provide development opportunities for medical oriented offices and businesses in close proximity to the existing hospital. The clustering of medical related professional services will provide convenient access to the public and to the professionals who provide the services.

#### **Regional Commercial (RC): 60% Lot Coverage**

This designation is designed to provide development opportunities for those uses that attract customers from well outside the City of Selma. To fulfill the role as a regional commercial provider, such development must be close to major transportation links and contain sufficient



area to provide adequate facilities and parking. Regional uses have anchor tenants with market areas generally covering at least a fifteen mile radius such as larger durable good retail stores and vehicle sales.

**Highway Commercial (HC): 70% Lot Coverage**

This designation includes several types of uses distinguishable because of their service orientation to the highway traveler. Uses include hotels and motels, restaurants, service stations, truck stops, and associated uses. Highway Commercial designations are limited to the areas surrounding the interchanges with Highway 99.

**Service Commercial (SC): 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.

- 1.41 The City shall monitor the availability of vacant lands for each commercial land use designation. When the amount of available land is less than required for three years of average growth, the City shall initiate applications, such as zoning and general plan amendments, excluding annexation, to ensure that at least a three-year supply of commercial lands are available for development.
- 1.42 The City shall provide pre-application services for commercial activities if requested.
- 1.43 The City shall monitor and update plans for public streets and utilities, particularly as they pertain to new commercial areas
- 1.44 The City shall assist in the planning of privately owned public utilities.

**GOAL 8**

**Provide an appropriate interface between commercial and residential land uses.**

***Policies and Standards***

- 1.45 A minimum six-foot high, grout reinforced, solid masonry wall shall be constructed between all new commercial developments and land designated for residential use. A wall taller than six feet may be allowed when required for sound reduction as identified in a noise study or as determined to be necessary for security of commercial property. Openings in the wall may be provided at appropriate locations to allow for pedestrian connectivity.
- 1.46 A 20 foot-minimum setback shall be provided between all new developments in the Regional Commercial and Highway Commercial land use designations, and properties designated for residential uses. Half the width of streets and alleys may be counted towards this setback. The setback area shall be landscaped and not include any parking, trash, loading, storage, or similar facilities.
- 1.47 A 10-foot minimum setback shall be provided between all new developments in all commercial land use designations and properties designated for residential uses, except the Central Business District, Regional Commercial and Highway Commercial land use designations. Half the width of streets and alleys may be counted towards this setback. The setback area shall be landscaped and not include any parking, trash, loading, storage, or similar facilities.
- 1.48 Commercial building height shall not exceed twice the distance to the nearest property line which is shared with property designated for residential uses.

#### **GOAL 9**

**Developers shall provide pleasant interfaces between commercial uses and adjacent public areas.**

##### ***Policies and Standards***

- 1.49 A minimum of 20 feet of landscaping shall be required for all new commercial development adjacent to arterial streets, except in the CBD land use designation.
- 1.50 A minimum of 10 feet of landscaping shall be required for all new commercial development adjacent to collector and local streets, except in the CBD land use designation.
- 1.51 Parking areas shall be screened from adjacent streets in all new commercial developments by either landscaped berming, dense landscaping or low height walls.
- 1.52 All commercial outdoor storage areas shall be screened from adjacent public right-of-ways.
- 1.53 All new commercial developments or substantially rehabilitated commercial buildings shall include trash enclosures. Within the Central Business District and in cases of substantially rehabilitated commercial buildings, the size and configuration of the enclosure may be adjusted to the scale and size of the property.

#### **GOAL 10**

**Commercial areas adjacent to Highway 99 shall present a visually pleasing image to the traveler and potential customer to Selma businesses.**

##### ***Policies and Standards***

- 1.54 All commercial areas adjacent to Highway 99 shall be designed so that truck bays, trash areas, loading docks and other similar areas are visibly screened from the freeway.
- 1.55 If the rear or sides of new buildings or substantially remodeled buildings will be visible from Highway 99, then those building faces shall have architectural features similar to the main entrance to the building. Buildings adjacent to Highway 99 shall contain features such that flat, non-descript walls are eliminated.
- 1.56 Visible metal exteriors on commercial buildings shall be prohibited on parcels adjacent to Highway 99, except in the Highway Commercial land use designation.

#### **GOAL 11**

**Adequate parking should be provided for commercial uses.**

##### ***Policies and Standards***

- 1.57 The City shall require adequate off-street parking for all new commercial developments.
- 1.58 The City shall review all substantial changes of use for adequate parking. If the new use will result in a substantial increase in required off-street parking, then additional parking shall be provided on-site or within 300 feet of the new use prior to commencement of the use, except in the CBD land use designation.
- 1.59 The City shall allow shared parking when it can be clearly demonstrated that two or more uses will not require use of the same parking spaces at the same time. No greater than 75 percent of required parking may be shared parking.



## **GOAL 12**

**Promote new interest in the Central Business District through policies which recognize the unique attributes of the CBD and facilitate the establishment of new uses.**

### ***Policies and Standards***

- 1.60 The City shall promote and encourage retail and restaurant uses on the street level floor of Second Street and High Street between Second and North Streets. The use of public sidewalks for outside sales and food service is encouraged, provided a minimum of five feet of sidewalk remains clear for pedestrian traffic.
- 1.61 To encourage new development that is consistent with the existing CBD building pattern and character, the following shall apply to new construction within the CBD:
  - a. Setbacks and landscape areas shall not be required. However, small window planters and similar features are encouraged to add color and interest to individual store fronts.
  - b. Parking shall not be required as a condition of construction due to the existence of municipal parking facilities. The City will seek to provide additional municipal parking areas in the CBD.
  - c. All new or substantially remodeled buildings should include architectural features consistent with the Selma Redevelopment Design Standards. Architectural features include covered walkways, canopies, and building facades which include variations in textures, materials and surface.
  - d. Building facade materials shall be consistent with existing and historic materials in the CBD.
- 1.62 New or remodeled buildings shall not have a building face adjacent to a public street or sidewalk greater than 15 feet without a door or window.
- 1.63 The City shall identify appropriate sites for new civic facilities in the CBD and cooperate with other governmental and quasi-governmental agencies in locating facilities in the CBD.

## **GOAL 13**

**Improve the appearance of the Whitson Street corridor (both sides of Whitson Street between Highland and Todd) and promote reintroduction of commercial businesses.**

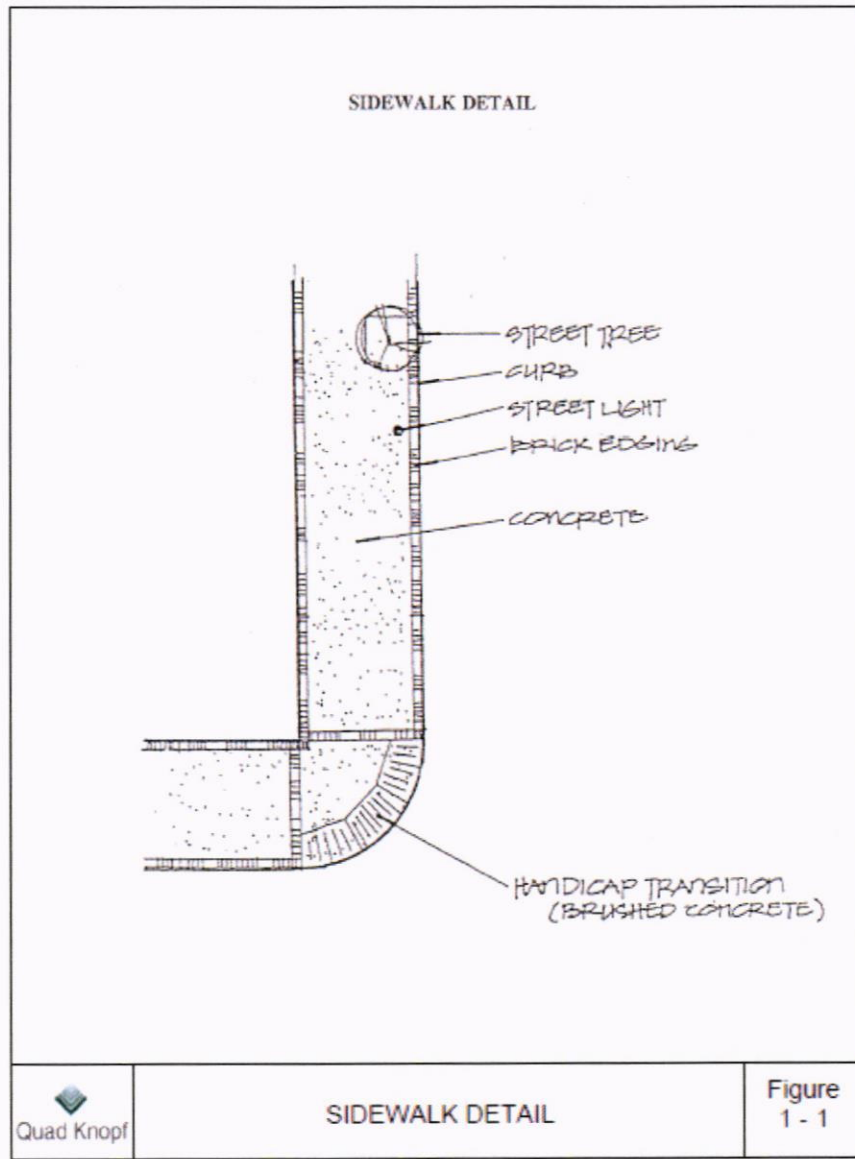
### ***Policies and Standards***

The following policies and standards apply only to lands located within the Whitson Street corridor.

- 1.64 All new permitted and conditional proposed uses within the Whitson Street corridor shall be subject to site plan review requirements as set forth in the City of Selma Zoning Code, in addition to any other permitting requirements. Site plan application materials, including exterior elevations, shall be prepared by a licensed architect or similarly qualified professional.
- 1.65 Brick, stucco, wood and similar materials should be used to minimize the amount of visible metal surfaces on store fronts.
- 1.66 Bay doors, loading areas and trash enclosure openings should be screened from Whitson Street.
- 1.67 Parking areas along Whitson Street are encouraged to be placed to the rear of buildings, so that buildings become the predominate feature and create a more pedestrian-oriented environment.

- 1.68 Whitson Street shall have a sidewalk of not less than seven feet in width where feasible and shall include tree wells a minimum of 25 feet on-center. The sidewalk shall be constructed using a combination of brick and cement similar to the design used in the Selma Redevelopment Plan Area (see Figure 1-1).
- 1.69 Patio areas with outdoor seating are encouraged for restaurants in areas adjacent to Whitson Street.
- 1.70 Second story dwelling units over commercial businesses may be permitted, subject to approval by the Selma Planning Commission.
- 1.71 The use of common or shared parking areas, and common driveways between adjoining uses on the Whitson Street corridor is encouraged





## **1.9 Industrial Land Use Districts**

### **GOAL 14**

**Provide sufficient industrially designated land to accommodate industrial users.**

#### ***Policies and Standards***

- 1.72 To foster potential for a broad range of industrial development with the City, the General Plan provides for three industrial land use districts. Each of these districts is designed to accommodate a different intensity of industrial use and serves to improve the marketability of the City for new job creation.

#### **Business Park (BP): 75% Lot Coverage.**

The Business Park designation is intended to provide for the development of campus type office developments that would utilize substantial landscaping and innovative architectural designs. Parking areas would typically be screened from the street and the sites would provide amenities for employees. Some commercial uses, such as restaurants and daycare, should be permitted to serve the employees.

#### **Light Industrial (LI): 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 (HI): 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.

- 1.73 The City shall monitor the availability of vacant lands for each industrial land use designation. When the amount of available land is less than required for five years of average growth, the City shall initiate applications, such as zoning and general plan amendments, but excluding annexation, to ensure that at least a five-year supply of industrial lands are available for development.
- 1.74 The City shall monitor and update plans for public streets and utilities, particularly as they pertain to new industrial areas. The City shall also assist in the planning of privately owned public utilities. Provision of planning services and infrastructure is essential to providing adequate land for industrial development.
- 1.75 The City shall assist private developers in locating and developing appropriate land for industrial development through economic development assistance and planning consultations from the initial contact through project completion.

### **GOAL 15**

**Provide an appropriate interface between industrial land uses and non-industrial uses.**

#### ***Policies and Standards***

- 1.76 A minimum of a six-foot high, grout reinforced, solid masonry wall shall be constructed between all new industrial developments and land designated for non-industrial use. Walls higher than six feet may be permitted when required for sound reduction as identified in a noise study or as determined by the Planning Commission as necessary for site security.



- 1.77 A -20 foot minimum setback shall be provided between all new industrial developments and properties designated for residential uses. Half the width of streets and alleys may be counted towards this setback. The setback area shall be landscaped. Parking, trash, loading, storage, or similar facilities shall not be permitted within the setback area and shall be kept from view from residential uses.
- 1.78 A 10 foot minimum setback shall be provided between all new industrial developments and properties designated for non-industrial uses, except residential uses where policy 1.72 shall apply. Half the width of streets and alleys may be counted towards this setback. The setback area shall be landscaped. Parking, trash, loading, storage, or similar facilities may be permitted if it is determined that a conflict with the adjacent land use will not occur.
- 1.79 Industrial building height shall not exceed twice the distance to the nearest property line which is shared with property designated for residential uses.
- 1.80 New industrial developments shall be served by streets which do not require access through residential neighborhoods.

#### **GOAL 16**

**Developers shall provide pleasant interfaces between industrial uses and adjacent public areas.**

##### ***Policies and Standards***

- 1.81 A minimum of 20 feet of landscaping shall be required for all new industrial development adjacent to arterial streets.
- 1.82 A minimum 10 foot landscaped setback shall be required for all new industrial development adjacent to collector and local streets.
- 1.83 All outdoor storage areas shall be screened from adjacent public right-of-ways which are classified as arterial streets or larger by the Selma General Plan Circulation Element.
- 1.84 All new industrial developments or substantially rehabilitated industrial buildings shall provide adequate trash enclosures.
- 1.85 All new proposed uses on lands zoned for industrial uses shall be subject to site plan review requirements as set forth in the City of Selma Zoning Code, in addition to any other permitting requirements. Site plan application materials, including exterior elevations, shall be prepared by a licensed architect or similarly qualified professional.

#### **GOAL 17**

**Industrial areas adjacent to Highway 99 shall present a visually pleasing image to the highway traveller and potential customer to Selma businesses.**

##### ***Policies and Standards***

- 1.86 All industrial areas adjacent to Highway 99 shall be designed so that truck bays, trash areas, loading docks and other similar areas are screened from view from the highway.

#### **GOAL 18**

**Adequate parking should be provided for industrial uses.**

##### ***Policies and Standards***

- 1.87 The City shall require adequate off-street parking for all new industrial developments.

- 1.88 The City may allow shared parking when it can be clearly demonstrated that two or more uses will not require use of the same parking spaces at the same time. No greater than 75 percent of required parking may be shared parking.

### ***1.10 Miscellaneous Land Use Districts***

#### **GOAL 19**

**Provide flexibility in providing public facilities where needed.**

##### ***Policies and Standards***

- 1.89 The following land use districts are intended to accommodate a variety of public facility and recreational uses.

##### **Public Facility (PF).**

This designation is intended for public and quasi-public facilities, including, but not limited, to, government services and facilities, fire stations, wastewater treatment facilities, electrical substations, airports, domestic water treatment and storage, recreational facilities, and similar uses. It is also appropriate for institutional uses, such as schools and accredited secondary educational facilities, hospitals, and cemeteries, as well as appropriate lands controlled by philanthropic and nonprofit organizers for existing or future public uses. Facilities such as those described above are not restricted to being located on lands designated Public Facility.

##### **Open Space/Park (OS).**

This designation is for a variety of active and passive public recreational facilities and for city-owned open space facilities. This includes natural open spaces and areas which have been designated as environmentally and ecologically significant. Facilities such as those described above are not restricted to being located on lands designated Open Space/Park.

- 1.90 The zoning of land less than one acre and designated as Public Facility shall be consistent with adjacent parcels. Where more than one zoning exists adjacent to a Public Facility designation, the Selma Planning Commission shall recommend to the Selma City Council the appropriate zone district. The Selma City Council shall make the final determination.
- 1.91 Because of the wide variety of uses and area requirements, public facilities shall not be subject to the minimum lot size of the underlying zone district.

### ***1.11 Planned Growth***

#### **GOAL 20**

**Maintain a viable population growth rate in Selma over the plan period that provides for orderly growth with minimal adverse impacts upon City services within the community and consistent with the character of Selma, and with a planned average annual growth rate of 4.0 percent.**

##### ***Policies and Standards***

- 1.92 Residential development at urban densities shall be located only where services and facilities can be provided.
- 1.93 In any given three-year period where the average annual growth rate exceeds 4.0 percent, the City shall enact measures which control the number of building permits issued for new residential construction. At the time the average annual population growth rate exceeds 4.0 percent, the City shall determine the number of residential permits which will be needed to be



issued over the next two years to establish a 4.0 percent growth rate for that 5-year period. The number of annual permits may be prorated on a monthly basis and adjusted for traditional seasonal construction. Residential units constructed or reconstructed by funds provided in full or part by the Selma Redevelopment agency shall be exempt from this policy.

- 1.94 Development shall be allowed only in areas that already have urban services or are within a master plan to provide those services. Development of lands outside of current service or master plan areas (such as the SKF Sewer District, City of Selma Master Plan for Storm Drainage Area, etc.) may be considered if the following findings can be made:
- a. The development will not cause a shortfall, either short- or long-term in the financing of any public facility.
  - b. The development will not significantly delay the provision of a public improvement.
  - c. The development will not accelerate the need for a public improvement beyond the ability of the improvement fund to adjust for the improvement.
  - d. Expansion of the master plan area and/or public facility will not result in the City being unable to maintain existing facilities at their current service levels.
  - e. Notwithstanding the improvements proposed by any development, all developments will be required to contribute their pro rata share towards the completion of established Master Plan improvements.

#### **GOAL 21**

**The City shall establish Urban Development Boundaries to direct growth into areas with adequate infrastructure.**

##### ***Policies and Standards***

- 1.95 The City shall maintain a 40,000 population and 70,000 population Urban Development Boundary (UDB) that limits development to within those boundaries until the City's population exceeds the corresponding UDB population. The City shall not develop or annex areas designated as "Reserve" within the Planning Area until such time as additional land is needed.
- 1.96 Establish Urban Development Boundaries as urbanizable areas within which a full-range of urban services will need to be extended to accommodate urban development. These boundaries shall be established based on the following factors:
- a. Adequate residential, commercial and industrial capacity for the planning period.
  - b. Inclusion of at least a 50 percent vacancy factor ("flexibility factor") for residential and commercial development.
  - c. Provision of adequate industrial land.
  - d. Adequacy of infrastructure including existing and planned capacity of water and sewer facilities, school, roadways, and other urban services and facilities.
  - e. Community growth priorities.
- 1.97 The City shall consider the appropriateness of opening up lands designated as Reserve for development based upon the following factors:

- Availability of land for development within the UDB has become limited. This is defined as when the City's population, as measured by the California Department of Finance, exceeds 40,000 individuals.
  - Proximity of reserve lands to existing developed land (to minimize leapfrog development).
  - Implications for overall community form and relationship to the existing community.
  - Market feasibility of development in this area, including the expected rate of absorption.
  - Infrastructure availability and impact to existing infrastructure and other public services.
  - Consideration of circulation patterns and improvements.
  - Implications of providing public services, including law enforcement and fire protection services.
- 1.98 The City shall evaluate the UDB annually to ensure there is enough capacity to accommodate anticipated growth.
- 1.99 Encourage Fresno County to strictly limit the establishment of new or expanded developments in the City's Urban Development Boundary.
- 1.100 The City shall discourage leapfrog development (defined as urban development more than ½ mile from existing urban development) and development of peninsulas extending into agricultural lands to avoid adverse effects on agricultural lands, and to avoid adverse effects on agricultural operations that contribute to premature conversion.
- 1.101 The City shall support non-renewal processes for Williamson Act designated lands within the 40,000 population Urban Development Boundary.

## **GOAL 22**

**The City shall maintain reserve areas in an undeveloped state until their development becomes required for further growth of the City.**

### ***Policies and Standards***

- 1.102 The City shall establish Reserve land use designations for Business Park, Commercial, Light Industrial, and Residential uses. Reserve designations are intended to prevent incompatible development on land within the area covered by the City's General Plan, but outside its current city limits, that is not intended for development in the immediate future.
- 1.103 The City shall work with neighboring jurisdictions to prevent development on lands designated Reserve that would create potential inconsistencies with their future annexation into the City of Selma. When the development of lands designated Reserve becomes necessary for further growth of the City, the City will pursue their annexation and place them under a land use designation and zoning district appropriate to their intended use.
- 1.104 The City shall not approve a general plan amendment, pre-zoning or any development entitlement application for reserve areas for a period of at least five years from the adoption of this general plan update.
- 1.105 The City shall not approve a general plan amendment, pre-zoning or any development entitlement application for reserve areas until a minimum of 80 percent of all non-reserve property with the same general designation within the general plan boundaries have been developed or have approved development entitlements.



## 1.12 Airports and Heliport

### GOAL 23

Protect future operations at the Selma Aerodome and the Quinn airstrip.

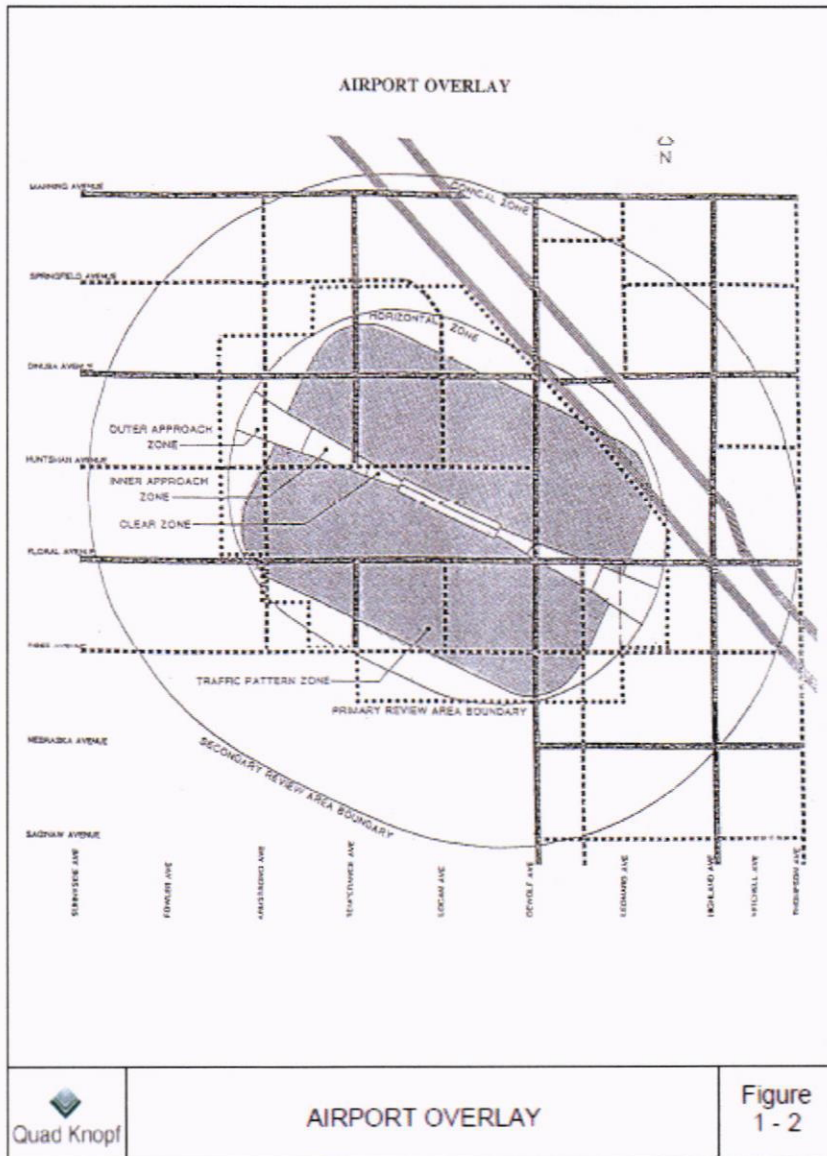
#### Policies and Standards

- 1.106 Development occurring within the primary and secondary review radii of the Fresno County Airports Land Use Policy Plan shall be reviewed for consistency with the Airport/Land Use Safety Compatibility Criteria (Table 1-2 and Figure 1-2) as adopted by the Fresno County Airport Land Use Commission.

**Table 1-2**  
**Airport/Land Use Safety Compatibility Criteria**

Land Use Characteristics	Clear of Runway	Inner Approach	Outer Approach & Traffic Patter	Horizontal & Conical
Residential	-	A, F	B, F	+
Other Uses in Structures	-	C, E, F	B, F	+
Other Uses Not in Structures	C, G	D	+	+
Light or Flare	-	-	-	G
Smoke or Electronic Interference	-	-	-	G
Attractor of Birds	-	-	-	+

+ Acceptable  
- Unacceptable  
A Density no greater than 1 du/3 acres.  
B Density no greater than 4 du/acre.  
C No uses attracting more than 10 persons/acre.  
D No uses attracting more than 25 persons/acre.  
E No schools, hospitals, nursing homes or similar uses.  
F At least 20% of area open (having a size and shape such that a small aircraft could conceivably make an emergency landing without damage to buildings or serious injury to aircraft occupants).  
G Characteristic cannot reasonably be avoided or located.







## City of Selma Zoning Ordinance Update

Addendum – City of Selma General Plan Update 2035 EIR

SCH#2008081082

*prepared for*

**City of Selma**

Planning Division

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**November 2019**



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# Table of Contents

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1	Introduction .....	1
1.1	Background and Purpose of the EIR Addendum .....	1
1.2	Addendum .....	1
1.3	Basis for the Addendum .....	1
2	Project Description .....	3
3	Impact Analysis.....	8
3.1	Aesthetics .....	10
3.2	Agriculture and Forestry Resources .....	12
3.3	Air Quality .....	14
3.4	Biological Resources .....	18
3.5	Cultural Resources.....	22
3.6	Energy .....	24
3.7	Geology and Soils .....	28
3.8	Greenhouse Gas Emissions.....	32
3.9	Hazards and Hazardous Materials.....	36
3.10	Hydrology and Water Quality .....	40
3.11	Land Use and Planning .....	44
3.12	Mineral Resources .....	46
3.13	Noise .....	48
3.14	Population and Housing .....	52
3.15	Public Services .....	54
3.16	Recreation .....	56
3.17	Transportation.....	58
3.18	Tribal Cultural Resources.....	62
3.19	Utilities and Service Systems.....	64
3.20	Wildfire .....	68
3.21	Mandatory Findings of Significance .....	70
4	Conclusion .....	73
5	References.....	75

## Figures

Figure 1	Regional Location .....	4
Figure 2	Project Site Location .....	5



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# 1 Introduction

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## 1.1 Background and Purpose of the EIR Addendum

This Addendum has been prepared in accordance with the relevant provisions of CEQA and the State CEQA Guidelines as implemented by the City of Selma. According to Section 15164(a) of the State CEQA Guidelines, "The lead agency or responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred." The changes that are being proposed with proposed City of Selma Zoning Ordinance Update (project) are minor in the sense that they would not create potentially significant environmental impacts in addition to those already identified in the City of Selma General Plan Update 2035 EIR. The project would also not substantially increase the magnitude or severity of impacts that were previously identified. This Addendum does not require public circulation because it does not provide significant new information that changes the City's General Plan Update 2035 EIR in a way that deprives the public of a meaningful opportunity to comment upon a substantial adverse environmental effect of the Project or a feasible way to mitigate or avoid such an effect.

The Final EIR for the City of Selma General Plan Update 2035 EIR (SCH #2008081082) was adopted in July 2010, by the City of Selma. The City's Final EIR has not been subject to other Addenda.

This Addendum includes a description of the project, and a comparison of the impacts for all environmental issues' areas listed in Appendix G of the State CEQA Guidelines.

## 1.2 Addendum

The City now proposes modifications to the Original Project, herein referred to as the "Project." This document is an Addendum to the previously adopted Final EIR and has been prepared by City of Selma to evaluate the potential environmental impacts of the proposed Modified Project. This Addendum has been prepared in accordance with the relevant provisions of CEQA and Section 15164 of the *State CEQA Guidelines*. A detailed description of the Project is provided in Section 2, *Project Description*, of this Addendum.

## 1.3 Basis for the Addendum

Section 15162(a) of the State CEQA Guidelines states no subsequent EIR shall be prepared for a project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:

- (1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
- (2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or Negative Declaration

due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

- (3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the Negative Declaration was adopted, shows any of the following:
- A. The project will have one or more significant effects not discussed in the previous EIR or negative declaration;
  - B. Significant effects previously examined will be substantially more severe than shown in the previous EIR;
  - C. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
  - D. Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

Since none of these conditions are triggered by the revisions to the project, an Addendum is the appropriate level of CEQA review for the revised project.



## 2 Project Description

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The primary objectives for the project include updating the existing City of Selma General Plan Land Use Element adopted in 2010 and Selma Zoning Code in order to comply with the California Housing Element Law to implement Program 4 from the City's 2007 Regional Housing Needs Allocation (RHNA) cycle (pursue rezoning of at least 8.5 acres for high density residential uses with a minimum density of 20 units per acre by December 2016 for the RHNA shortfall of 169 units incurred from the previous 2007 RHNA cycle). The primary components of the update include a text amendment to the 2035 General Plan Land Use Element and adding the R-4 Zone District to the Selma Zoning Code, both of which would apply citywide to alter the existing standards and create new standards where necessary to:

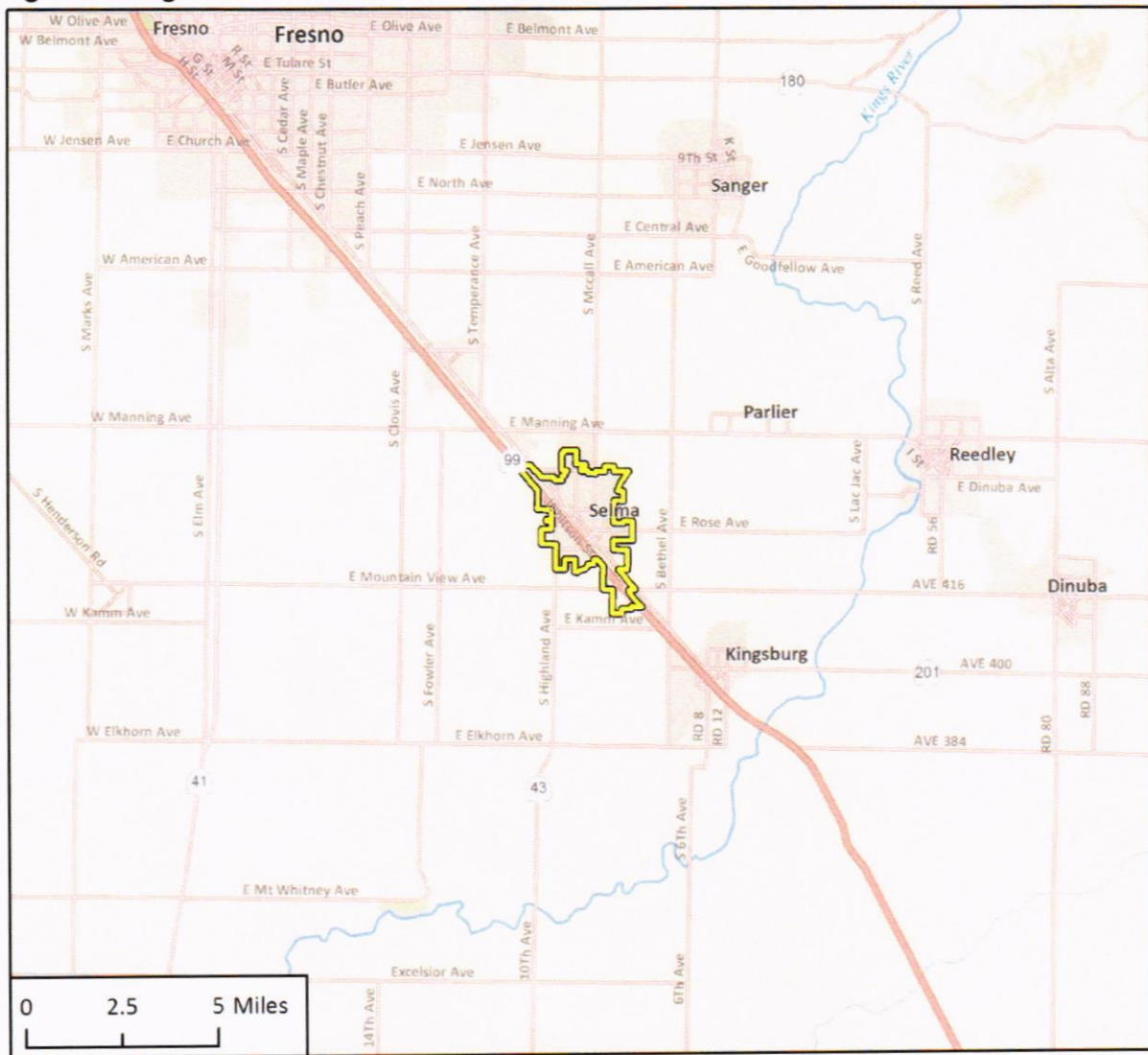
- Ensure compliance with California's Housing Element Law (Gov. Code, § 65580 et seq.);
- Allow for the implementation of Program 4 from the previous Housing Element within the City's 2015-2023 Housing Element (Gov. Code section 65583) by amending the existing 2035 General Plan Land Use Element's High Density (HD) residential land use designation from:
  - Allowing 13.0 to 19.0 Units Per Gross Acre to allowing a maximum of 24.0 Units Per Gross Acre.
- Consistently update the Mixed-Use designation within the existing 2035 General Plan Land Use Element from:
  - Allowing 5.0 to 19.0 Units Per Gross Acre in the 2035 General Plan to allowing a maximum of 24.0 Units Per Gross Acre;
- Establish an R-4 Zone District which would allow from 20.0 to 24.0 Units per Gross Acre in addition to commercial uses within a multi-family residential development.


The proposed actions would not result in physical impacts that exceed those associated with City buildout, as described in the Final EIR of the Selma 2035 General Plan. The text amendment would allow four more units per acre in the High Density (HD) and Mixed Use (MU) land use designations. Although this is an increase in density, the addition of four units per acre will have a negligible impact to the overall density within the City as there is a limited amount of HD and MU designated lands within the city (less than 5 percent of land within the City SOI), and only those lands rezoned to R-4 within those designations would be able to reach that maximum density. Overall, this increase fits within the growth projected in the 2035 General Plan.

### Project Site

The City of Selma is located in south-central Fresno County, approximately 16 miles southeast of the City of Fresno (Figure 1). As shown in Figure 2, Selma is situated between the cities of Fowler to the north and Kingsburg to the south. State Route 99 and the Southern Pacific Railroad tracks pass through the center of the City in a northwest-southeast direction. Surrounding land uses primarily consist of agricultural uses and rural residential homes. Figure 3 shows the locations of the HD and MU parcels within the City.

**Figure 1 Regional Location**



 Selma City Limits





**Figure 2 Project Site Location**

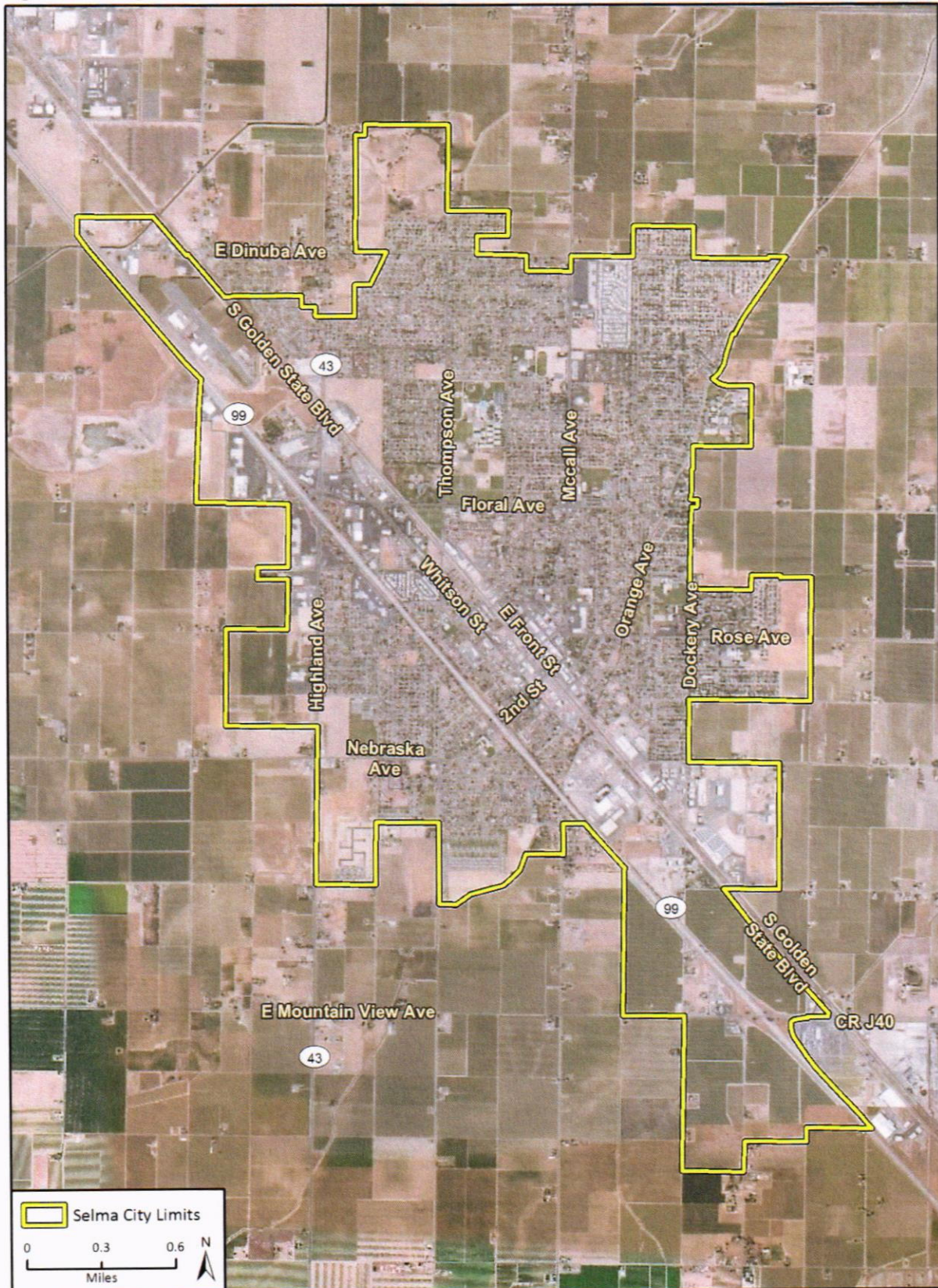
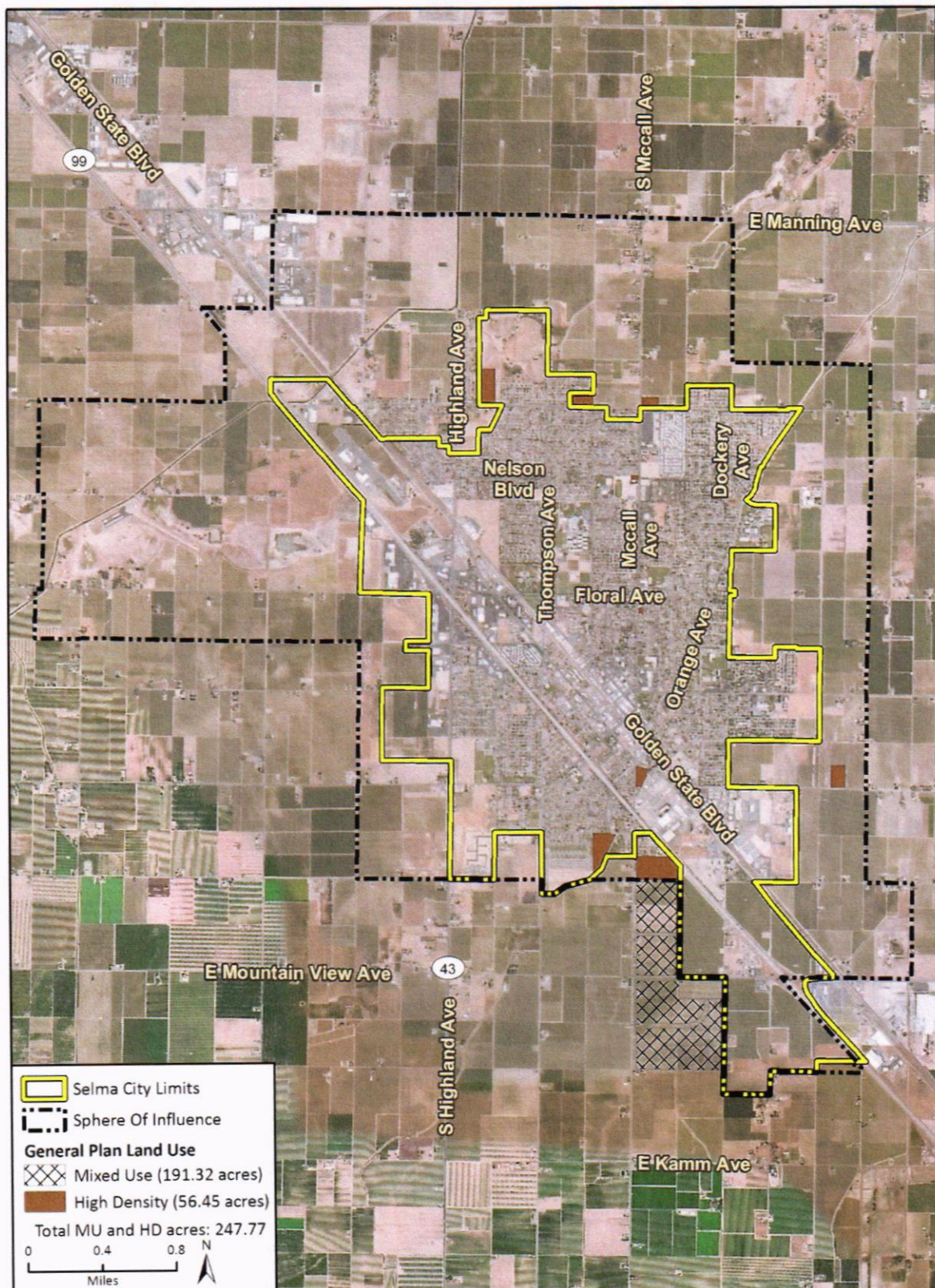




Figure 3 High Density and Mixed Use Parcels



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Additional data provided by GatewayGIS, 2019.



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### 3 Impact Analysis

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The Addendum has been prepared in accordance with the relevant provisions of CEQA and the State CEQA Guidelines as implemented by the City of Selma. According to Section 15164(a) of the State CEQA Guidelines, "The lead agency or responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred." The changes that are being proposed with the Selma General Plan and Zoning Code Update (project) are minor in the sense that they would not create potentially significant environmental impacts in addition to those already identified in the City of Selma 2035 General Plan Update EIR. The project would also not substantially increase the magnitude or severity of impacts that were previously identified. This Addendum does not require public circulation because it does not provide significant new information that changes the City's 2035 General Plan Update EIR in a way that deprives the public of a meaningful opportunity to comment upon a substantial adverse environmental effect of the Project or a feasible way to mitigate or avoid such an effect.

This section includes a comparison of the impacts for all environmental issues' areas listed in Appendix G of the State CEQA Guidelines.

The City of Selma shall consider this Addendum to the 2035 General Plan Update EIR prior to making a decision on the proposed project. The 2035 General Plan Update EIR is available for review on the City's website [here](#) and at the Planning Division of the City of Selma Community Development Department, located at 1710 Tucker Street, Selma, CA 93362.



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## 3.1 Aesthetics

	Where Impact Was Analyzed in the Selma General Plan Update 2035 EIR?	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Any Substantially Important New Information Requiring New Analysis or Verification?	Does the Selma General Plan Update 2035 EIR Mitigation Measures Address/ Resolve New or More Severe Project Impacts?
Would the project:					
a. Have a substantial adverse effect on a scenic vista?	Impact #3.1.3.1	No	No	No	N/A
b. Substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	Impact #3.1.3.1	No	No	No	N/A
c. In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from a publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	Impact #3.1.3.1	No	No	No	N/A
d. Create a new source of substantial light or glare that would adversely affect daytime or nighttime views in the area?	Impact #3.1.3.1	No	No	No	N/A

- a. *Would the project have a substantial adverse effect on a scenic vista?*
- b. *Would the project substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?*
- c. *Would the project, in non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from a publicly accessible vantage point). If the project is in an urbanized area,*



*would the project conflict with applicable zoning and other regulations governing scenic quality?*

As discussed in the Selma General Plan Environmental Impact Report (EIR), the City's primary scenic and visual resources consist of the Sierra Nevada Mountains located approximately 35 miles east of Selma and the coastal foothills to west on clear days (Selma 2009). Other scenic resources identified in the General Plan EIR include: the agricultural lands, row and tree crops surrounding the City limits, street trees and established larger trees within and around the city, and landscaped areas within the parks. SR 99 and SR 43 both pass through the City. These state routes have not been officially designated as scenic highways in the California State Scenic Highway Program (Caltrans 2011). Visual conditions in and around the Selma have not substantially changed and no new scenic vistas or scenic highways have been designated in the City beyond those identified in the 2035 General Plan EIR.

The proposed Land Use Element amendment and Zoning Code update are intended to increase the existing Land Use Element's High Density and Mixed Use to allow a maximum of 24.0 Units Per Gross Acre and establish an R-4 Zoning District to include commercial uses within a multi-family residential development. This increase (from 19 to 24 units per gross acre) in density would provide a minimal impact to existing scenic views as the High Density and Mixed-Use land uses are primarily located in areas already surrounded by similar urban development.

In addition, new development within the proposed Land Use Element and Zoning Code updates would be subject to review by the City prior to approval to ensure applicable design guidelines are adhered to and consistent with the visual character intended for the area. Therefore, the project would not substantially degrade the existing visual character or quality of public views of the site and its surroundings beyond those identified in the 2035 General Plan EIR. Impacts would be less than significant.

*d. Would the project create a new source of substantial light or glare that would adversely affect daytime or nighttime views in the area?*

Light and glare conditions in and around Selma have not substantially changed since the analysis of the 2035 General Plan in the 2035 General Plan EIR. As with development facilitated by the 2035 General Plan, development under the proposed Zoning Code updates would be subject to the lighting requirements for residential and commercial land uses within the Zoning Code. The Land Use Element amendment and Zoning Code update would not result in a new source of substantial light or glare and would not introduce a new or substantially more severe impact related to light and glare beyond those identified in the 2035 General Plan EIR.

Therefore, the Land Use Element amendment and Zoning Code update would comply with City standards for landscaping and lighting and not result in substantial light or glare or substantially cause more a severe impact related to light and glare beyond that identified in the 2035 General Plan EIR.

## 3.2 Agriculture and Forestry Resources

	Where Impact Was Analyzed in the Selma General Plan Update 2035 EIR?	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Any Substantially Important New Information Requiring New Analysis or Verification?	Does the Selma General Plan Update 2035 EIR Mitigation Measures Address/ Resolve New or More Severe Project Impacts?
Would the project:					
a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	Impact #3.2.3.1	No	No	No	N/A
b. Conflict with existing zoning for agricultural use or a Williamson Act contract?	Impact #3.2.3.2	No	No	No	N/A
c. Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)); timberland (as defined by Public Resources Code Section 4526); or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?	N/A; New CEQA checklist item added subsequent to General Plan EIR	No	No	No	N/A
d. Result in the loss of forest land or conversion of forest land to non-forest use?	N/A; New CEQA checklist item added subsequent to General Plan EIR	No	No	No	N/A



	Where Impact Was Analyzed in the Selma General Plan Update 2035 EIR?	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Any Substantially Important New Information Requiring New Analysis or Verification?	Does the Selma General Plan Update 2035 EIR Mitigation Measures Address/ Resolve New or More Severe Project Impacts?
e. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?	Impact #3.2.3.3	No	No	No	N/A

- a. *Would the project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?*
- b. *Would the project conflict with existing zoning for agricultural use or a Williamson Act contract?*
- c. *Would the project conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)); timberland (as defined by Public Resources Code Section 4526); or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?*
- d. *Would the project result in the loss of forest land or conversion of forest land to non-forest use?*
- e. *Would the project involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?*

There are currently approximately 4,858 acres of Important Farmland land in the SOI, and 11,509 acres of such land in the Planning Area (Selma 2009). However, none of the areas within the existing City Limits are currently in use for agricultural production or designated for agricultural land use, nor are any portions of the City under Williamson Act Contract. As determined in the Selma 2035 General Plan EIR, development and redevelopment in areas of the City containing prime soils would not convert these soils to non-agricultural use because none of these areas are currently in use for agricultural purposes. All changes resulting from the proposed Zoning Code updates would occur within the Selma city limits. Therefore, impacts to agricultural and forest resources would be less than significant and would not result in any new or substantially more severe impacts to agriculture or forest resources beyond that identified in the 2035 General Plan EIR.

### 3.3 Air Quality

	Where Impact Was Analyzed in the Selma General Plan Update 2035 EIR?	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Any Substantially Important New Information Requiring New Analysis or Verification?	Does the Selma General Plan Update 2035 EIR Mitigation Measures Address/ Resolve New or More Severe Project Impacts?
Would the project:					
a. Conflict with or obstruct implementation of the applicable air quality plan?	Impact #3.3.3.1	No	No	No	N/A
b. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	Impact #3.3.3.3b	No	No	No	N/A
c. Expose sensitive receptors to substantial pollutant concentrations?	Impact #3.3.3.2	No	No	No	N/A
d. Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	Impact #3.3.3.4	No	No	No	N/A

*a. Would the project conflict with or obstruct implementation of the applicable air quality plan?*

Analysis of the buildout facilitated by the 2035 General Plan Update in the 2035 General Plan EIR determined that development under the proposed land use changes and development plans for the City would be consistent with the San Joaquin Valley Air Pollution Control District's (SJVAPCD) Guide for Assessing and Mitigating Air Quality Impacts (GAMAQI). The proposed Land Use Element amendment and Zoning Code update would help implement 2035 General Plan Housing Element goals and policies and, thus, would slightly increase density in residential areas, this would not result in a substantial increase in growth that would be inconsistent with the growth projections in the 2035 General Plan EIR. Therefore, the project would not result in any new or substantially more severe impacts relative to implementation of the SJVAPCD GAMAQI.



b. *Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?*

c. *Would the project expose sensitive receptors to substantial pollutant concentrations?*

According to the SJVAPCD, sensitive receptors refer to those segments of the population most susceptible to poor air quality (i.e., children, the elderly, and those with pre-existing serious health problems affected by air quality). Land uses that have the greatest potential to attract these types of sensitive receptors include schools, parks, playgrounds, daycare centers, nursing homes, hospitals, and residential communities. From a health risk perspective, the project may potentially place sensitive receptors in the vicinity of existing sources. The proposed Land Use Element amendment and Zoning Code update would potentially place slightly more sensitive receptors near existing sources due to the increase in allowed residential units but would not add additional residential area or lands near existing sources. According to the 2035 General Plan EIR, sensitive receptors located near Hazardous Air Pollutants (HAP) sources or CO hotspots are potentially significant. However, large sources of HAPs are required to obtain permits from the SJVAPCD and comply with emissions controls to limit the release of HAPs. The SJVAPCD will not issue permits for a source of HAPs if analysis shows that the emissions would cause a significant impact to the nearest sensitive receptor. In addition to the SJVAPCD's Air Toxics Program, permit requirements and regulations, the Open Space, Conservation and Recreation Element of the 2035 General Plan contains goals, objectives and policies and standards, as noted in Section 3.3.1, to reduce operational impacts in Selma.

CO hotspots are temporary and localized areas of high CO concentration, occurring at heavily congested intersections or roadways with heavy traffic. Policies 2.5, 2.34, 2.49, 2.50 and 2.54 of the 2035 General Plan are designed to reduce vehicle miles traveled (VMT) and promote alternative modes of transportation. The 2035 General Plan EIR identified Mitigation Measure #3.3.3.2 to reduce impacts to CO hotspots.

Therefore, the proposed Land Use Element amendment and Zoning Code update would potentially result in additional sensitive receptors near HAPs, but the Land Use Element amendment and Zoning Code update would not involve new uses that were not previously identified in the existing General Plan EIR. In addition, the 2035 General Plan EIR recommended a Health Risk Assessment on an individual project basis, as specific projects are proposed. As such, the Land Use Element amendment and Zoning Code update would not involve new impacts to sensitive receptors that would expose substantial pollutant concentrations from construction or operation. Therefore, the revised project would have a less than significant impact on sensitive receptors and would not result in impacts beyond those identified in the 2035 General Plan EIR.

d. *Would the project result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?*

The proposed Land Use Element amendment and Zoning Code updates would allow a maximum of 24 units per gross acre within an HD and MU land use designation, with the corresponding proposed R-4 Zone. In addition, the MU land use designation and R-4 zone would allow for commercial uses within a multi-family development. The intensity of an odor source's operations and its proximity to sensitive receptors influences the potential significance of odor emissions. The SJVAPCD has identified some common types of facilities that have been known to produce odors in the San Joaquin Valley Air Basin (wastewater treatment facilities, sanitary landfills, transfer stations,

manufacturing plants, etc.). The types of facilities identified by the SJVAPCD that are known to produce odors are not identified within the 2035 General Plan EIR. In addition, the 2035 General Plan requires area and stationary source projects that generate significant amounts of air pollutants or objectionable odors to incorporate mitigation in their design. The proposed Land Use Element amendment and Zoning Code update would not change the land use designation of any land, therefore would not bring any person closer to a source of odor. Therefore, the project would have a less than significant impact on creating objectionable odors affecting a substantial number of people and would not result in impacts beyond those identified in the 2035 General Plan EIR.



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## 3.4 Biological Resources

	Where Impact Was Analyzed in the Selma General Plan Update 2035 EIR?	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Any Substantially Important New Information Requiring New Analysis or Verification?	Does the Selma General Plan Update 2035 EIR Mitigation Measures Address/ Resolve New or More Severe Project Impacts?
Would the project:					
a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	Impact #3.4.3.1	No	No	No	N/A
b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	Impact #3.4.3.2	No	No	No	N/A
c. Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	Impact #3.4.3.2	No	No	No	N/A



	Where Impact Was Analyzed in the Selma General Plan Update 2035 EIR?	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Any Substantially Important New Information Requiring New Analysis or Verification?	Does the Selma General Plan Update 2035 EIR Mitigation Measures Address/ Resolve New or More Severe Project Impacts?
d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	Impact #3.4.3.12	No	No	No	N/A
e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	Impacts #3.4.3.1 to #3.4.3.12	No	No	No	N/A
f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	Section 3.4	No	No	No	N/A

- Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?*
- Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?*
- Would the project have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?*

Biological conditions in Selma have not changed substantially since the analysis of the buildout facilitated by the General Plan Update in the 2035 General Plan EIR. The analysis in the 2035 General Plan EIR determined that development under General Plan buildout in Selma would result in impacts to sensitive habitats and special status plant and animal species. The proposed Land Use

Element amendment and Zoning Code update would apply to High Density Residential land uses and the proposed R-4 zone. The proposed R-4 zone would comprise primarily urban or in-fill development. As such, sensitive biological resources generally are not present and, thus, the proposed Land Use and Zoning Code updates would not be adversely affected by development in these areas beyond those analyzed in the 2035 General Plan EIR.

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

The vacant and un-developed parcels throughout Selma are scattered and therefore do not provide substantial wildlife movement corridors. No wildlife corridors or linkage areas for sensitive species were identified in the 2035 General Plan EIR. However, areas of the Selma with grassland and riparian habitats have the potential to provide nesting habitat for a variety of bird and special-status species. The General Plan EIR provides mitigation for these potential species under Mitigation Measure #3.4.3.8 and #3.4.3.9 to reduce impacts to breeding birds and active birds' nests to a less than significant level. The proposed Land Use and Zoning Code updates would not result in development in areas beyond those analyzed in the 2035 General Plan EIR. As such, the project would not result in interference with the movement of native resident or migratory wildlife.

- e. *Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?*
- f. *Would the project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?*

According to the General Plan EIR, there are no applicable habitat conservation plans or natural community preservation plans affecting Selma's Planning Area. However, there are the Recovery Plan for Upland Species of the San Joaquin Valley as well as a Draft Recovery Plan for Vernal Pool Ecosystems of California and Southern Oregon (Selma 2009). Both of these recovery plans cover special-status species that have the potential to occur in the Selma Planning Area. The General Plan EIR indicates the Recovery Plans do not conflict with the General Plan and impacts are less than significant. These conditions have not changed since the analysis of current the General Plan in the 2035 General Plan EIR. Potential buildout under the proposed Land Use and Zoning Code updates would be of type and density similar to what was evaluated in the 2035 General Plan EIR and would not result in development in areas beyond those analyzed in the 2035 General Plan EIR. Therefore, the project would not result in new or substantially more severe conflicts with local policies or ordinances protecting biological resources, or a habitat conservation plan.



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## 3.5 Cultural Resources

	Where Impact Was Analyzed in the Selma General Plan Update 2035 EIR?	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Any Substantially Important New Information Requiring New Analysis or Verification?	Does the Selma General Plan Update 2035 EIR Mitigation Measures Address/ Resolve New or More Severe Project Impacts?
Would the project:					
a. Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?	Impact #3.5.3.1	No	Yes	No	Yes
b. Cause a substantial adverse change in the significance of an archaeological pursuant to §15064.5?	Impact #3.5.3.1	No	No	No	N/A
c. Disturb any human remains, including those interred outside of formal cemeteries?	Impact #3.5.3.1	No	No	No	N/A

- a. *Would the project cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?*

The 2035 General Plan EIR indicates Selma has several buildings over 45 years old that may be of historical significance. Conditions related to the identified historic buildings and structures in the City have not changed since the analysis of the current General Plan in the 2035 General Plan EIR because no new historic structures or buildings have been identified. However, since the 2035 General Plan EIR, other additional structures are now potentially 50+ years old that may have not met this historic criterion at the time. New development within the Land Use Element amendment and Zoning Code update would occur primarily on land without existing structures, however if redevelopment or in-fill development does occur within the historic downtown or in older residential areas, this would result in demolition, relocation or alternation of buildings of historical significance. The 2035 General Plan EIR identifies Mitigation Measure #3.5.3.1a to reduce impacts to historical resources to a less than significant level. As such, the Land Use and Zoning Code update would not result in the disturbance or adverse change in the significance of historical resources in the City and would serve to reduce and/or avoid potential impacts to historical resources that were identified in the 2035 General Plan EIR.



- b. *Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?*
- c. *Would the project disturb any human remains, including those interred outside of formal cemeteries?*

As determined in the 2035 General Plan EIR, development facilitated by Selma's General Plan could result in adverse effects to identified and previously unidentified archaeological resources, paleontological resources, and/or human remains. No known paleontological resources have been found to date, and therefore have a low potential to be encountered in the City. The project does not authorize any type of construction and does not include new disturbance beyond that included in the 2035 General Plan and evaluated in the EIR. As such, the project would not result in any new or substantially more severe impacts to such resources than what was evaluated in the 2035 General Plan EIR.

## 3.6 Energy

	Where Impact Was Analyzed in the Selma General Plan Update 2035 EIR?	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Any Substantially Important New Information Requiring New Analysis or Verification?	Does the Selma General Plan Update 2035 EIR Mitigation Measures Address/Resolve New or More Severe Project Impacts?
Would the project:					
a. Result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	N/A; New CEQA checklist item added subsequent to General Plan EIR.	No	No	No	N/A
b. Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	N/A; New CEQA checklist item added subsequent to General Plan EIR.	No	No	No	N/A

### Electricity and Natural Gas

In 2017, California used 292,039 gigawatt-hours (GWh) of electricity, of which 29 percent were from renewable resources (California Energy Commission [CEC] 2019a). California also consumed approximately 12,500 million U.S. therms (MMthm) of natural gas in 2017. The City would be provided electricity by Pacific Gas and Electric (PG&E). Table 1 and Table 2 show the electricity and natural gas consumption by sector and total for PG&E. In 2017, PG&E provided approximately 28.2 percent of the total electricity used in California. Also, in 2017, PG&E provided approximately 37.7 percent of the total natural gas usage in California.

**Table 1 Electricity Consumption in the PG&E Service Area in 2017**

Agriculture and Water Pump	Commercial Building	Commercial Other	Industry	Mining and Construction	Residential	Streetlight	Total Usage
5049.7	30,446.9	4,309.6	10,409.9	1,747.3	29,920.2	340.7	82,224.3

Notes: All usage expressed in GWh

Source: CEC 2017a



**Table 2 Natural Gas Consumption in PG&E Service Area in 2017**

Agriculture and Water Pump	Commercial Building	Commercial Other	Industry	Mining and Construction	Residential	Total Usage
36.4	864.8	68.0	1,701.3	170.8	1,873.4	82,224.3

Notes: All usage expressed in GWh

Source: CEC 2017a

## Petroleum

In 2016, approximately 40 percent of the state's energy consumption was used for transportation activities (United States Energy Information Administration [EIA] 2019). Californians presently consume over 19 billion gallons of motor vehicle fuels per year (CEC 2019b). Though California's population and economy are expected to grow, gasoline demand is projected to decline from roughly 15.8 billion gallons in 2017 to between 12.3 billion and 12.7 billion gallons in 2030, a 20 percent to 22 percent reduction. This decline comes in response to both increasing vehicle electrification and higher fuel economy for new gasoline vehicles (CEC 2019b).

- a. *Would the project result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?*
- b. *Would the project conflict with or obstruct a state or local plan for renewable energy or energy efficiency?*

The 2035 General Plan EIR did not include a separate section analyzing potential environmental impacts related to the topic of Energy because it was not required under the CEQA Guidelines in effect at the time. The topic of energy use and the potential emissions from energy use was addressed in the Air Quality and Greenhouse Gas Emissions sections of the 2035 General Plan EIR. Energy impacts due to construction and operation would need to be projected on a project-by-project basis. Projections for the proposed Land Use Element amendment and Zoning Code update would be speculative, however, a qualitative analysis on the Construction and Operational energy impacts is provided below:

## Construction Energy Demand

Future development under the proposed Land Use Element amendment and Zoning Code update would be required to estimate fuel consumption of the construction equipment used in each phase of construction that is assumed to be operating every day of construction. Construction equipment would be maintained to all applicable standards as required, and construction activity and associated fuel consumption and energy use would be temporary and typical for construction sites. It is also reasonable to assume contractors would avoid wasteful, inefficient, and unnecessary fuel consumption during construction to reduce construction costs. Therefore, with the above measures in place, future development under the proposed Land Use Element amendment and Zoning Code update would not involve the inefficient, wasteful, and unnecessary use of energy during construction, and the construction-phase impact related to energy consumption would be less than significant.

## Operational Energy Demand

Future development under the proposed Land Use Element amendment and Zoning Code update would require energy use in the form of electricity, natural gas, and gasoline consumption. Natural

gas and electricity would be used for heating and cooling systems, lighting, appliances, water use, and the overall operation of the project. Gasoline consumption would be attributed to vehicular travel from residents and guests traveling to and from the project site.

All dwelling units built under the proposed Land Use Element amendment and Zoning Code update would be required to comply with all standards set in California Building Code (CBC) Title 24, which would minimize the wasteful, inefficient, or unnecessary consumption of energy resources during operation, as they would without the Project. Therefore, impacts identified in the 2035 General Plan EIR would be similar to those from the Project and less than significant.

As discussed in Section 3.8, *Greenhouse Gas Emissions*, Selma has not adopted a Climate Action Plan. In the absence of a Climate Action Plan that directly addresses SB 32, the adopted SJVAPCD CCAP remain the most appropriate GHG reduction plans with which to assess an individual project's consistency with statewide policies to reduce GHG emissions. In addition, the 2035 General Plan contains goals and policies that would substantially reduce GHG emissions (Land Use Element Policy 1.20 -1.21, Circulation Element Policy 2.1, 2.3-2.5, 2.7, 2.44-2.49, 2.53-2.54, 2.60-2.63, and Open Space, Conservation and Recreation Element Policy 5.3-5.4, 5.19-5.23, 5.27, 5.29). Therefore, the proposed Land Use Element amendment and Zoning Code update would consist with growth projections within the 2035 General Plan EIR and thus would not conflict with energy projections made within the SJVAPCD CCAP. Impacts would be less than significant.



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## 3.7 Geology and Soils

	Where Impact Was Analyzed in the Selma General Plan Update 2035 EIR?	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Any Substantially Important New Information Requiring New Analysis or Verification?	Does the Selma General Plan Update 2035 EIR Mitigation Measures Address/ Resolve New or More Severe Project Impacts?
Would the project:					
a. Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:					
1. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault?	Impact #3.6.3.1	No	No	No	N/A
2. Strong seismic ground shaking?	Impact #3.6.3.1	No	No	No	N/A
3. Seismic-related ground failure, including liquefaction?	Response 6a of the 2035 General Plan NOP/Initial Study	No	No	No	N/A
4. Landslides?	Response 6a of the 2035 General Plan NOP/Initial Study	No	No	No	N/A



	Where Impact Was Analyzed in the Selma General Plan Update 2035 EIR?	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Any Substantially Important New Information Requiring New Analysis or Verification?	Does the Selma General Plan Update 2035 EIR Mitigation Measures Address/ Resolve New or More Severe Project Impacts?
b. Result in substantial soil erosion or the loss of topsoil?	Response 6b of the 2035 General Plan NOP/Initial Study	No	No	No	N/A
c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?	Impact #3.6.3.1	No	No	No	N/A
d. Be located on expansive soil, as defined in Table 1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	Impact #3.6.3.2	No	No	No	N/A
e. Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	Response 6e of the 2035 General Plan NOP/Initial Study	No	No	No	N/A
f. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	Response 6e of the 2035 General Plan NOP/Initial Study	No	No	No	N/A

- a. *Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:*
  - a.1 *Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault?*
  - a.2 *Strong seismic ground shaking?*
  - a.3 *Seismic-related ground failure, including liquefaction?*
  - a.4 *Landslides?*
- c. *Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?*

Potential risks and susceptibility to earthquakes and seismicity is site specific and related to proximity of a project site to active faults. As discussed in the 2035 General Plan EIR, Selma is not located within any fault zones, and risks from seismic shaking, including liquefaction, are considered to be low. The relatively flat topography of the Planning Area and its surroundings precludes the possibility of the site being significantly affected by landslides. The proposed Land Use Element amendment and Zoning Code updates would include the same planning area as the 2035 General Plan analyzed in the 2035 General Plan EIR. Therefore, the proximity to known earthquake faults and the potential for fault rupture, seismic ground shaking, liquefaction, and landslides at the project site described for the 2035 General Plan would also be applicable to the proposed Land Use Element amendment and Zoning Code updates. The proposed Land Use Element amendment and Zoning Code updates would not substantially increase the intensity of use in the City relative to the 2035 General Plan and would therefore also not substantially increase the number of people or structures potentially exposed to seismic risks relative to the 2035 General Plan. Consistent with the 2035 General Plan, impacts related to seismicity and soil stability would be less than significant. With implementation of mitigation, the proposed Land Use Element amendment and Zoning Code updates would result in no new or more severe impacts beyond those identified in the 2035 General Plan EIR.

- b. *Would the project result in substantial soil erosion or the loss of topsoil?*

As discussed in the 2035 General Plan EIR, Selma contains relatively flat soils with gentle southwestward slopes and low shrink-swell potentials. The proposed Land Use Element amendment and Zoning Code updates does not designate any new areas for construction or development that were not contemplated and analyzed for development in the 2035 General Plan EIR and would not result in additional ground disturbance. Impacts would be less than significant. Therefore, the proposed Land Use Element amendment and Zoning Code updates would result in no new or more severe impacts beyond those identified in the 2035 General Plan EIR.

- d. *Would the project be located on expansive soil, as defined in Table 1-B of the Uniform Building Code (1994), creating substantial risks to life or property?*

The proposed Land Use Element amendment and Zoning Code update would be within the same Planning Area as the 2035 General Plan. As discussed in the 2035 General Plan EIR, soils in Selma have moderate erosion potential and moderate expansion potential, however, this could pose a risk to new development. The policies and standards of the 2035 General Plan will continue to serve to



reduce hazards associated with soil conditions. Compliance with existing building codes would ensure that impacts related to expansive soils are less than significant. The proposed Land Use Element amendment and Zoning Code updates does not designate any new areas for construction or development that were not contemplated and analyzed for development in the 2035 General Plan EIR. Therefore, the potential for the proposed Land Use Element amendment and Zoning Code updates to result in unstable soils or to be damaged from expansive soils would be the same as the 2035 General Plan analyzed in the 2035 General Plan EIR, and the proposed Land Use Element amendment and Zoning Code updates would result in no new or more severe impacts related to unstable or expansive soils beyond those identified in the 2035 General Plan EIR.

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

As discussed in the 2035 General Plan EIR, new development would connect to the City's existing sewer system. The proposed Land Use Element amendment and Zoning Code update would involve the use of septic tanks or alternative wastewater disposal systems, and no geological impact due to use of such systems would occur. Impacts would be less than significant. Therefore, the proposed Land Use Element amendment and Zoning Code update would result in no new or more severe impacts related to use of septic tanks or alternative wastewater systems beyond those identified in the 2035 General Plan EIR.

- f. *Would the project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?*

As discussed in the 2035 General Plan EIR, the City may contain undiscovered paleontological resources during grading and construction activities. Mitigation Measure #3.5.3.1a of the 2035 General Plan EIR ensures that discovered paleontological resources are protected and evaluated. Therefore, less than significant impacts with mitigation would occur from implementation of the proposed Land Use Element amendment and Zoning Code updates, which includes the same planning area as the 2035 General Plan. The proposed Land Use Element amendment and Zoning Code updates would result in no new or more severe impacts to unique paleontological resources or sites or unique geologic features beyond those identified in the 2035 General Plan EIR.

## 3.8 Greenhouse Gas Emissions

	Where Impact Was Analyzed in the Selma General Plan Update 2035 EIR?	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Any Substantially Important New Information Requiring New Analysis or Verification?	Does the Selma General Plan Update 2035 EIR Mitigation Measures Address/ Resolve New or More Severe Project Impacts?
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Would the project:

a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	Impact #3.3.3.3 & #3.17.3.1	No	No	No	N/A
b. Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	Impact #3.3.3.1	No	No	No	N/A

In response to an increase in human-made greenhouse gas (GHG) concentrations over the past 150 years, California has implemented Assembly Bill (AB) 32, the "California Global Warming Solutions Act of 2006." AB 32 codifies the Statewide goal of reducing emissions to 1990 levels by 2020 (essentially a 15% reduction below 2005 emission levels) and the adoption of regulations to require reporting and verification of Statewide GHG emissions. Furthermore, on September 8, 2016, the governor signed Senate Bill (SB) 32 into law, which requires the State to further reduce GHGs to 40% below 1990 levels by 2030. SB 32 extends AB 32, directing CARB to ensure that GHGs are reduced to 40% below the 1990 level by 2030.

SB 32 became effective on January 1, 2017 and requires CARB to develop technologically feasible and cost-effective regulations to achieve the targeted 40% GHG emission reduction by 2030 set in Executive Order (EO) B-30-15. On December 14, 2017, CARB adopted the 2017 Scoping Plan, which provides a framework for achieving the 2030 target. To meet reduction targets, the 2017 Scoping Plan relies on the continuation and expansion of existing policies and regulations, such as the Cap-and-Trade Program, as well as implementation of recently adopted policies and policies. The 2017 Scoping Plan also puts an increased emphasis on innovation, adoption of existing technology, and strategic investment to support its strategies. As with the 2013 Scoping Plan Update, the 2017 Scoping Plan does not provide project-level thresholds for land use development. Instead, it recommends that local governments adopt policies and locally appropriate quantitative thresholds consistent with a statewide per capita goal of 6 metric tons of carbon dioxide equivalent (MTCO<sub>2</sub>e) by 2030 and 2 MTCO<sub>2</sub>e by 2050 (CARB 2017). As stated in the 2017 Scoping Plan, these goals are appropriate for plan-level analyses (city, county, sub-regional, or regional level), but not for specific individual projects because they include all emissions sectors in the state.



The vast majority of individual projects do not generate sufficient GHG emissions to directly influence climate change. However, physical changes caused by a project can contribute incrementally to cumulative effects that are significant, even if individual changes resulting from a project are limited. The issue of climate change typically involves an analysis of whether a project's contribution towards an impact would be cumulatively considerable. "Cumulatively considerable" means that the incremental effects of an individual project are significant when viewed in connection with the effects of past projects, other current projects, and probable future projects (CEQA Guidelines, Section 15064[h][1]).

In August 2008, the SJVAPCD governing board adopted the Climate Change Action Plan (CCAP). The CCAP directed the SJVAPCD to develop guidance to assist lead agencies, project proponents, permit applicants, and interested parties in assessing and reducing the impacts of project-specific GHG emissions on global climate change in the context of promoting GHG reductions consistent with AB 32, SB 32, and the CARB Scoping Plan.

In December 2009, the SJVAPCD adopted two guidance documents for assessing impacts of GHG emissions from new development projects: Guidance for Valley Land-use Agencies in Addressing GHG Emission Impacts for New Projects under CEQA and Addressing GHG Emission Impacts for Stationary Source Projects under CEQA When Serving as the Lead Agency. The guidance provided in both documents can be utilized to reduce project-specific and cumulative impacts for GHG emissions from stationary source and land use development projects to less than significant. Impacts can be determined as having a less than significant GHG emissions impact by: 1) using any combination of SJVAPCD GHG emission reduction measures to meet Best Performance Standards, 2) complying with an approved GHG plan or mitigation program, or 3) reducing GHG emissions by at least 29 percent. Projects exempt from the requirements of CEQA, and projects complying with an approved GHG emission reduction plan or mitigation program would be determined to have a less than significant individual and cumulative impact. Such plans or programs must be specified in law or adopted by the public agency with jurisdiction over the affected resources and have a certified CEQA document.

The 2035 General Plan EIR projected CO<sub>2</sub> emissions based on total acreage per land use designation, factoring in Medium High- and High-Density land uses to total approximately 76 acres. Based on the URBEMIS modeling program, Selma at full buildout of the 2035 General Plan would emit approximately 4.8 million tons of CO<sub>2</sub> per year. To date (2019), Selma has not adopted a Climate Action Plan.

In the absence of a Climate Action Plan that directly addresses SB 32, the adopted SJVAPCD CCAP remain the most appropriate GHG reduction plans with which to assess an individual project's consistency with statewide policies to reduce GHG emissions. In addition, the 2035 General Plan contains goals and policies that would substantially reduce GHG emissions (Land Use Element Policy 1.20 -1.21, Circulation Element Policy 2.1, 2.3-2.5, 2.7, 2.44-2.49, 2.53-2.54, 2.60-2.63, and Open Space, Conservation and Recreation Element Policy 5.3-5.4, 5.19-5.23, 5.27, 5.29). Therefore, if the proposed Land Use Element amendment and Zoning Code updates is consistent with the applicable GHG reduction plan, then its GHG emissions impacts are considered individually and cumulatively less than significant.

- a. *Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?*
- b. *Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?*

The 2035 General Plan includes policies intended to limit, mitigate, and reduce criteria pollutant emissions, which would also reduce GHG emissions associated with buildout under the General Plan. Changes resulting from the proposed Land Use Element amendment and Zoning Code updates would not change the applicability of such policies to buildout in Selma. The proposed Land Use Element amendment and Zoning Code updates would create an R-4 Zone to implement the High-Density Land Use Designation of the 2035 General Plan to allow up to 24 units per acre, which would not result in a substantial increase in growth that would be inconsistent with the growth projections in the 2035 General Plan EIR.

The proposed R-4 Zone would have generally similar trip generation and related GHG emissions when compared to other residential and commercial uses, including multi-family housing, retail, and restaurants, evaluated as part of buildout of the High Density and Mixed-Use designation in the 2035 General Plan EIR. The Land Use Element amendment and Zoning Code update does not involve any land use changes or development that would result in a substantial increase in Selma's population, trip generation, or vehicle miles traveled beyond what was projected in the 2035 General Plan EIR. In addition, the General Plan EIR includes mitigation measure #3.17.3.1 which provides additional guidelines for construction and design that are required for all new developments in Selma to further reduce GHG emissions. As such, the project would not generate substantial additional GHG emissions or any new conflicts with applicable GHG reduction plans, policies, or regulations.



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### 3.9 Hazards and Hazardous Materials

	Where Impact Was Analyzed in the Selma General Plan Update 2035 EIR?	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Any Substantially Important New Information Requiring New Analysis or Verification?	Does the Selma General Plan Update 2035 EIR Mitigation Measures Address/ Resolve New or More Severe Project Impacts?
Would the project:					
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	Response 7a of the 2035 General Plan NOP/Initial Study	No	No	No	N/A
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	Response 7b of the 2035 General Plan NOP/Initial Study	No	No	No	N/A
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within 0.25 mile of an existing or proposed school?	Response 7c of the 2035 General Plan NOP/Initial Study	No	No	No	N/A
d. Be located on a site that is included on a list of hazardous material sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	Response 7d of the 2035 General Plan NOP/Initial Study	No	No	No	N/A



	Where Impact Was Analyzed in the Selma General Plan Update 2035 EIR?	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Any Substantially Important New Information Requiring New Analysis or Verification?	Does the Selma General Plan Update 2035 EIR Mitigation Measures Address/ Resolve New or More Severe Project Impacts?
e. For a project located in an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	Impact #3.7.3.1	No	No	No	N/A
f. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	Response 7g of the 2035 General Plan NOP/Initial Study	No	No	No	N/A
g. Expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires?	Response 7h of the 2035 General Plan NOP/Initial Study	No	No	No	N/A

- a. *Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?*
- b. *Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?*

While the proposed Land Use Element amendment and Zoning Code update would increase the allowable density of residential housing in the City, it would not significantly change the hazard level associated with buildout of the 2035 General Plan, since residential uses do not routinely use or transport substantial quantities of hazardous materials. Compliance with regulations pertaining to the transport, handling, and disposal of hazardous materials would be mandatory and minimize impacts of upset or hazards. Therefore, the proposed Land Use Element amendment and Zoning



Code updates would result in no new or more severe impacts beyond those identified in the 2035 General Plan EIR.

- c. *Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within 0.25 mile of an existing or proposed school?*

As described in the 2035 General Plan EIR, Selma includes the Selma Unified School District covering grades K-12. The policies of the 2035 General Plan Land Use Element include the location of schools as focal points for residential neighborhoods, thus locating them away from land uses associated with hazardous materials. As discussed above in response to questions (a) and (b), the proposed Land Use Element amendment and Zoning Code updates would not involve the routine use or transport of substantial quantities of hazardous materials. Because the proposed Land Use Element amendment and Zoning Code updates would not substantially change the use or transport of hazardous materials on or around the site, it would result in no new or more severe impacts beyond those identified in the 2035 General Plan EIR.

- d. *Would the project be located on a site that is included on a list of hazardous material sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?*

There are two known hazardous material sites on lists compiled pursuant to Government Code Section 65962.5. New developments as a result of the proposed Land Use Element amendment and Zoning Code update would be evaluated based on their relative location on or near hazardous sites. The 2035 General Plan includes policies to minimize potential hazards to the City's residents, sites and structures, which will result in less than significant impacts with regards to creating a significant hazard to the public or the environment. The proposed Land Use Element amendment and Zoning Code updates would include the same planning area as the 2035 General Plan. Therefore, consistent with the findings of the 2035 General Plan EIR, the proposed Land Use Element amendment and Zoning Code updates would have no new or more severe impacts related to contaminated sites beyond the findings of the 2035 General Plan EIR.

- e. *For a project located in an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?*

Selma is located within the Fresno County Airport Land Use Policy Plan Area for the Selma Aerodrome. The General Plan includes safety goals and policies that restrict building development within nearby affected areas surrounding the Selma Aerodrome. Thus, air traffic associated with local airports would not result in a safety hazard on or around the City. Therefore, consistent with the findings of the 2035 General Plan EIR, the proposed Land Use Element amendment and Zoning Code updates would have no new or more severe impacts related to contaminated sites beyond the finding of a less than significant impact identified in the 2035 General Plan EIR.

- f. *Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?*

The 2035 General Plan includes goals and policies to establish and maintain a plan for responding to seismic disasters and for the provision of emergency services and policies to develop and adopt an Emergency Operations Plan. The proposed Land Use Element amendment and Zoning Code updates would not interfere with the implementation of the Emergency Operations Plan, and adequate



emergency access would be required for future development projects. As stated in the 2035 General Plan EIR, no impacts were identified related to interference with emergency planning. The proposed Land Use Element amendment and Zoning Code updates would therefore have no new or more severe impacts beyond those identified in the 2035 General Plan EIR.

- g. Would the project expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires?*

The proposed Land Use Element amendment and Zoning Code update is located in an urbanized area. As in the 2035 General Plan EIR, because most of the land in Selma is devoted to agriculture and urban uses, the risk of wildland fires is minimal. Therefore, the proposed Land Use Element amendment and Zoning Code updates would result in no new or more severe impacts related to exposure to wildlife fire hazards beyond those identified in the 2035 General Plan EIR.

## 3.10 Hydrology and Water Quality

	Where Impact Was Analyzed in the Selma General Plan Update 2035 EIR?	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Any Substantially Important New Information Requiring New Analysis or Verification?	Does the Selma General Plan Update 2035 EIR Mitigation Measures Address/ Resolve New or More Severe Project Impacts?
Would the project:					
a. Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	Impact #3.8.3.1, Impact #3.8.3.2	No	No	No	N/A
b. Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	Impact #3.8.3.3	No	No	No	N/A
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:					
(i) Result in substantial erosion or siltation on- or off-site	Impact #3.8.3.2	No	No	No	N/A
(ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site	Impact #3.8.3.2	No	No	No	N/A



	Where Impact Was Analyzed in the Selma General Plan Update 2035 EIR?	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Any Substantially Important New Information Requiring New Analysis or Verification?	Does the Selma General Plan Update 2035 EIR Mitigation Measures Address/ Resolve New or More Severe Project Impacts?
(iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff	Impact #3.8.3.2	No	No	No	N/A
(iv) Impede or redirect flood flows?	Impact #3.8.3.4	No	No	No	N/A
d. In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	Impact #3.8.3.4	No	No	No	N/A
e. Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	N/A; New CEQA checklist item added subsequent to General Plan EIR	No	No	No	N/A

- a. *Would the project violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?*

The proposed Land Use Element amendment and Zoning Code update have the same planning area as the 2035 General Plan. Hydrological conditions related to soils and hydrology on and around the site have not changed since adoption of the 2035 General Plan EIR, and the proposed Land Use Element amendment and Zoning Code updates would result in roughly the same amount of soil disturbance and conversion of pervious to impervious surfaces as the 2035 General Plan. As with the 2035 General Plan, construction activity associated with the proposed Land Use Element amendment and Zoning Code updates, including grading, could have the potential to degrade water quality due to sediment erosion or the presence of contaminants located within the soils, but short-term stormwater pollutant discharges would be mitigated through compliance with the applicable NPDES permitting process, resulting in a less than significant impact.

The proposed Land Use Element amendment and Zoning Code updates would result in no new or more severe impacts related to water quality and wastewater discharge requirements beyond those identified in the 2035 General Plan EIR.

- b. *Would the project substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?*

The proposed Land Use Element amendment and Zoning Code update would result in roughly the same amount of soil disturbance and conversion of pervious to impervious surfaces as the 2035 General Plan. While buildout of the 2035 General Plan would introduce impervious surfaces to the site, groundwater recharge in the Planning Area occurs via CID recharge ponds, which would not be altered as part of the proposed Land Use Element amendment and Zoning Code updates. The proposed Land Use Element amendment and Zoning Code updates would be within the total amount of development called for under the 2035 General Plan and analyzed in the 2035 General Plan EIR. Therefore, the proposed Land Use Element amendment and Zoning Code updates would result in no increases in long-term water demand. Impacts on groundwater supplies and groundwater recharge would, as with the 2035 General Plan, be less than significant. The proposed Land Use Element amendment and Zoning Code updates would therefore have no new or more severe significant impacts beyond those identified in the 2035 General Plan EIR.

- c. *Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:*
- i. *Result in substantial erosion or situation on- or off-site?*
  - ii. *Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?*
  - iii. *Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?*

The proposed Land Use Element amendment and Zoning Code update have the same planning area as the 2035 General Plan. Drainage and runoff conditions related to soils and hydrology on and around the project site have not changed since adoption of the 2035 General Plan EIR, and buildout of the proposed Land Use Element amendment and Zoning Code updates would result in roughly the same amount of soil disturbance and conversion of pervious to impervious surfaces as buildout of the 2035 General Plan. As with the 2035 General Plan, the proposed Land Use Element amendment and Zoning Code updates would be required to comply with NPDES permits for stormwater discharge. Additionally, Mitigation Measure #3.8.3.2 requires future projects to demonstrate all necessary infrastructure is in place, infrastructure improvements are included as part of the project, and construction, operation, and maintenance of required infrastructure improvements are included. The proposed Land Use Element amendment and Zoning Code updates would therefore not result in flooding, substantial erosion or siltation on- or off-site.

- c. *Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:*
- iv. *Impede or redirect flood flows?*



- d. *In flood hazard, tsunami, or seiche zones, would the project risk release of pollutants due to project inundation?*

Only a small portion of Selma is within the 100-year flood zone, but the proposed Land Use Element amendment and Zoning Code update would not impede flood flows and standard construction requirements for development in the 100-year floodplain would prevent the exposure people to significant flood-related safety impacts.

Selma is within the dam inundation zone of Pine Flat Dam. The 2035 General Plan EIR found that use of the evacuation routes identified in the 2035 General Plan and local emergency plans would adequately address this potential impact, and included Mitigation Measures #3.8.3.4a, #3.8.3.4b, #3.8.3.4c, #3.8.3.4d, #3.8.3.4e, #3.8.3.4f, #3.8.3.4g, #3.8.3.4h, and #3.8.3.4i, to help ensure that the 2035 General Plan policies would adequately protect residents of the city.

There is no potential for seiche or tsunami in Selma due to the lack of a significant water body in the immediate vicinity. The proposed Land Use Element amendment and Zoning Code update would include the same planning area as the 2035 General Plan. Therefore, no new or more severe significant impacts related to potential release of pollutants in flood hazard, tsunami, or seiche zones beyond those identified in the 2035 General Plan EIR.

- e. *Would the project conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?*

Although this impact was not explicitly addressed in the 2035 General Plan EIR because it was not included in the CEQA Guidelines in effect at the time, as discussed throughout this section of the Addendum, the proposed Land Use Element amendment and Zoning Code update would have no new or more severe significant impacts related to water quality or groundwater than those identified in the 2035 General Plan EIR. Therefore, no new or more severe significant impacts exist related to its potential to conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan.

## 3.11 Land Use and Planning

	Where Impact Was Analyzed in the Selma General Plan Update 2035 EIR?	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Any Substantially Important New Information Requiring New Analysis or Verification?	Does the Selma General Plan Update 2035 EIR Mitigation Measures Address/ Resolve New or More Severe Project Impacts?
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Would the project:

a. Physically divide an established community?	N/A; New CEQA checklist item added subsequent to General Plan EIR	No	No	No	N/A
b. Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	Impact #3.9.3.1	No	No	No	N/A

- a. *Would the project physically divide an established community?*
- b. *Would the project cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?*

The proposed Land Use Element amendment and Zoning Code update would establish an R-4 zone that would implement the HD Land Use Designation of the 2035 General Plan and consistently update the MU Land Use Designation as well. This new R-4 Zone would allow for up to 24 units per acre within the HD and MU Land Use designations which would be consistent with State of California Housing Element laws. As described in Section 2, Project Description, Selma is required to implement Program 4 of the City's 2007 Regional Housing Needs Allocation (RHNA) cycle. In order to stay in compliance, Selma must update their Land Use Element and Zoning Code. As a result, no conflicts with policies aimed at mitigating environmental impacts associated with buildout in Selma would occur. Additionally, the project does not include any proposed changes to the Land Use Element or Zoning Code that would result in development that would divide an established community in Selma. Therefore, the project would not result in new or substantially more severe significant impacts associated with applicable land use, plan, policy, or regulation or divide an established community.



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## 3.12 Mineral Resources

	Where Impact Was Analyzed in the Selma General Plan Update 2035 EIR?	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Any Substantially Important New Information Requiring New Analysis or Verification?	Does the Selma General Plan Update 2035 EIR Mitigation Measures Address/ Resolve New or More Severe Project Impacts?
Would the project:					
a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	Response 10a of the 2035 General Plan NOP/Initial Study	No	No	No	N/A
b. Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?	Response 10b of the 2035 General Plan NOP/Initial Study	No	No	No	N/A

- a. *Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?*
- b. *Would the project result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?*

The 2035 General Plan EIR indicates the City does not contain significant mining resources or mining operations. The proposed project would not involve changes to mineral resource recovery sites or alter or displace any mineral resource activities. Therefore, consistent with the findings of the 2035 General Plan EIR for the 2035 General Plan, the proposed Land Use Element amendment and Zoning Code update would have no impact on mineral resources, and no new or more severe impacts on mineral resources of value or important mineral resource recovery sites.



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## 3.13 Noise

	Where Impact Was Analyzed in the Selma General Plan Update 2035 EIR?	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Any Substantially Important New Information Requiring New Analysis or Verification?	Does the Selma General Plan Update 2035 EIR Mitigation Measures Address/ Resolve New or More Severe Project Impacts?
Would the project:					
a. Generate a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	Impact #3.11.3.1 & #3.11.3.3	No	No	No	N/A
b. Generate excessive groundborne vibration or groundborne noise levels?	Impact #3.11.3.2	No	No	No	N/A
c. For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, expose people residing or working in the project area to excessive noise levels?	Impact #3.7.3.1	No	No	No	N/A

According to the 2035 General Plan EIR, Selma regulates noise-related land use issues through its Noise Element of the General Plan (Chapter 3) and its adopted Noise Regulations (Title VI: Police Regulations, Chapter 17: Noise Regulations). The Noise Regulations of the Municipal Code specify location restrictions for different land uses, measurement criteria, monitoring procedures and noises prohibited. Construction, repair or remodeling work noise and the hours of its duration are also addressed by the Noise Regulations.

Figure 3.11-5 of the 2035 General Plan establishes guidelines for a maximum “normally acceptable” exterior noise level of 60 dB(A) Ldn for new noise sensitive land uses including single family development and mobile homes, and 65 dB(A) Ldn for new multi-family residential uses and transient lodging such as motels and hotels.



The maximum “normally acceptable” exterior noise level for other sensitive receptors (hospitals, schools, libraries, churches, congregate care facilities uses) is shown as 70 dB(A) Ldn, but the City has identified 65 dB(A) Ldn as the exterior limit to be maintained for noise sensitive uses without specific acoustic mitigation.

- a. *Would the project result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?*
- b. *Would the project generate excessive groundborne vibration or groundborne noise levels?*

## Construction

Construction activities generate considerable amounts of noise, especially during the demolition phase and the construction of project infrastructure when heavy equipment is used. Noise impacts resulting from construction depend on the noise generated by various pieces of construction equipment, the timing and duration of noise-generating activities, and the distance between construction noise sources and noise sensitive receptors (Selma 2009).

Buildout of the proposed Land Use Element amendment and Zoning Code update would result in noise associated with construction equipment and vehicle use; however, proposed Land Use Element amendment and Zoning Code updates would not result in substantial new construction beyond that identified in the 2035 General Plan EIR. Therefore, the project would not result in new or substantially more impacts related to temporary construction noise levels.

## Vibration

The use of construction equipment can cause ground vibrations that diminish in strength with distance from the source. Buildings founded on the soil in the vicinity of a construction site may be affected by these vibrations, with varying results ranging from no perceptible effects at the lowest levels, low rumbling sounds and perceptible vibrations at moderate levels, and slight damage at the highest levels. Typically ground vibration does not reach a level where it damages structures unless the structure is extremely fragile. The 2035 General Plan EIR indicates development under the 2035 General Plan would not introduce new sources of significant ground-borne vibration. This would be the same for the project in that new construction is not part of this project. However, areas within 100 feet of the railroad tracks of the proposed Land Use Element amendment and Zoning Code update that would result in new residential development near railroad operations would be considered vibration-sensitive development. Such development could expose residents to vibration levels in excess of Federal standards. As discussed in the 2035 General Plan EIR, to address this potential impact, the Plan Update includes Policy 3.12 in the Noise Element, which would require new development of habitable buildings proposed to be placed within 100-feet of the centerline of the railroad tracks to provide a study demonstrating that ground borne vibration issues will be adequately addressed (i.e., through building siting or construction techniques), or that such development will not take place. As a result, due to the intermittent use of construction equipment, and general construction activity, vibration impacts are less than significant. Therefore, the project would not result in new or substantially more impacts related to excessive groundborne vibration or ground borne noise levels.

## Operation

The proposed Land Use Element amendment and Zoning Code update would result in traffic conditions in Selma that would not have substantially changed since the analysis of the 2035 General Plan in the 2035 General Plan EIR. Additionally, the proposed Land Use Element amendment and Zoning Code updates would not allow substantial development beyond that identified in the 2035 General Plan EIR, and General Plan Noise and Circulation Element policies would reduce potential noise exposure impacts to a less than significant level. These policies included a requirement to use the noise standards presented in 3.6 Policies and Standards of the Noise Element to determine maximum noise levels allowable for new developments (Exterior Noise Standards and Residential Interior Noise Standards) and would apply to future development under the proposed Land Use Element amendment and Zoning Code updates. Therefore, the project would not result in new or substantially more severe impacts related to noise.

- c. *Would the project be located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, and expose people residing or working in the project area to excessive noise levels?*

The 2035 General Plan EIR identifies the impact area of airports and heliports within Selma (Table 1-2 and Figure 1-2 of the 2035 General Plan EIR). Future development in the City under the proposed Land Use Element amendment and Zoning Code updates would continue to be required to coordinate with the Fresno County Airport Land Use Commission and comply with City regulations to avoid potential airport-related noise impacts. Therefore, the project would not result in new or substantially more severe impacts related to excessive airport-noise.



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## 3.14 Population and Housing

	Where Impact Was Analyzed in the Selma General Plan Update 2035 EIR?	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Any Substantially Important New Information Requiring New Analysis or Verification?	Does the Selma General Plan Update 2035 EIR Mitigation Measures Address/ Resolve New or More Severe Project Impacts?
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Would the project:

a. Induce substantial unplanned population growth in an area, either directly (e.g., by proposing new homes and businesses) or indirectly (e.g., through extension of roads or other infrastructure)?	Impact #3.12.3.1, Impact #3.12.3.2	No	No	No	N/A
b. Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	Responses 12b and 12c of the 2035 General Plan NOP/Initial Study	No	No	No	N/A

a. *Would the project induce substantial unplanned population growth in an area, either directly (e.g., by proposing new homes and businesses) or indirectly (e.g., through extension of roads or other infrastructure)?*

b. *Would the project displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?*

The proposed Land Use Element amendment and Zoning Code update would increase the maximum number of housing units allowed on sites designated as HD and MU and would increase from 19 units per gross acre to allow a maximum of 24 units per gross acre (including the R-4 zoning districts). The increase in density within the HD and MU designations and proposed R-4 zone would not result in a substantial increase in growth due to buildout as this would be consistent with the growth projections in the 2035 General Plan EIR. These changes in density are required by the State of California Housing Element laws.

Buildout of the proposed Land Use Element amendment and Zoning Code update would provide increased housing availability, which would provide adequate housing to serve expected growth through 2035 and would have no impact in terms of substantial, unplanned population growth or displacement of existing housing units. Therefore, the project would not result in new or



substantially more severe significant impacts related to substantial unplanned population growth and/or housing/population displacement would occur than those identified in the 2035 General Plan EIR.

## 3.15 Public Services

		Where Impact Was Analyzed in the Selma General Plan Update 2035 EIR?	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Any Substantially Important New Information Requiring New Analysis or Verification?	Does the Selma General Plan Update 2035 EIR Mitigation Measures Address/ Resolve New or More Severe Project Impacts?
Would the project:						
a.	Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, or the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:					
1	Fire protection?	Impact #3.13.3.1	No	No	No	N/A
2	Police protection?	Impact #3.13.3.2	No	No	No	N/A
3	Schools?	Impact #3.13.3.3	No	No	No	N/A
4	Parks?	Impact #3.14.3.1	No	No	No	N/A
5	Other public facilities?	Response 13a of the 2035 General Plan NOP/Initial Study	No	No	No	N/A



a. *Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, or the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for:*

1. *Fire protection?*
2. *Police protection?*
3. *Schools?*
4. *Parks?*
5. *Other public facilities?*

As described in Section 3.13.3 of the 2035 General Plan EIR, fire and police protection are provided to the city by the Selma Fire Department and the Selma Police Department. As discussed in Section 3.14, *Population and Housing*, of this Addendum, neither the 2035 General Plan nor the proposed Land Use Element amendment and Zoning Code update would not result in substantial unplanned population or employment growth that was not already projected in the 2035 General Plan EIR. Thus, existing fire and police service ratios and response times would not significantly increase the demand for fire and police protection services to the point where new facilities would be needed. The City would continue to require development impact fees for new housing and other development projects to ensure public service facilities can maintain their existing service ratios. Impacts to schools, parks, and other public facilities would slightly increase due to the slight increase in density; however, the increase would not result in substantially new or more severe impacts on these public services than what was evaluated in the 2030 General Plan EIR. The proposed Land Use Element amendment and Zoning Code update would not substantially increase the total amount of development on the site compared to the 2035 General Plan and therefore, the project would not result in new or substantially more severe significant impacts to Public Services beyond those identified in the 2035 General Plan EIR.

## 3.16 Recreation

	Where Impact Was Analyzed in the Selma General Plan Update 2035 EIR?	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Any Substantially Important New Information Requiring New Analysis or Verification?	Does the Selma General Plan Update 2035 EIR Mitigation Measures Address/ Resolve New or More Severe Project Impacts?
Would the project:					
a. Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	Impact #3.14.3.1	No	No	No	N/A
b. Include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	Impact #3.14.3.1	No	No	No	N/A

- a. *Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?*
- b. *Would the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?*

As discussed in Section 3.14, *Population and Housing*, of this Addendum, the proposed Land Use Element amendment and Zoning Code update would not induce substantial unplanned population or employment growth or require construction or expansion of recreational facilities beyond what was evaluated for General Plan buildout in the 2035 General Plan EIR. As described in the 2035 General Plan EIR, future residential developers would continue to be required to meet parkland requirements, including payment of in-lieu park fees. As such, the proposed Land Use Element amendment and Zoning Code update would not result in an increase use of recreational facilities that would induce physical deterioration or require construction with a potential adverse effect on the environment when compared to what was analyzed for the in the 2035 General Plan EIR. Therefore, the project would not result in new or substantially more severe impacts to parks or recreational facilities.



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## 3.17 Transportation

	Where Impact Was Analyzed in the Selma General Plan Update 2035 EIR?	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Any Substantially Important New Information Requiring New Analysis or Verification?	Does the Selma General Plan Update 2035 EIR Mitigation Measures Address/ Resolve New or More Severe Project Impacts?
Would the project:					
a. Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	Response 15g of the 2035 General Plan NOP/Initial Study	No	No	No	N/A
b. Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?	N/A; New CEQA checklist item added subsequent to General Plan EIR	No	No	No	N/A
c. Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible use (e.g., farm equipment)?	Response 15d of the 2035 General Plan NOP/Initial Study	No	No	No	N/A
d. Result in inadequate emergency access?	Response 15e of the 2035 General Plan NOP/Initial Study	No	No	No	N/A

- a. *Would the project conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?*

The proposed Land Use Element amendment and Zoning Code update would not conflict with the existing circulation system, including transit, roadway, bicycle and pedestrian facilities. No new circulation or active transportation policies would be introduced with the proposed Land Use Element amendment and Zoning Code updates. Transit, bikeway and pedestrian policies and



facilities in the City have not changed since the analysis of the land use designations in the 2035 General Plan EIR. In addition, new development facilitated under the 2035 General Plan would be required to be consistent with the Circulation Element's goals and policies. Therefore, the proposed Land Use Element amendment and Zoning Code would not result in new or substantially more severe conflict with plans, policies, or programs for multimodal facilities than what was analyzed in the 2035 General Plan EIR.

- b. *Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?*

CEQA Guidelines section 15064.3, subdivision (b), which was added to the CEQA Guidelines as part of the update adopted by the State in November 2018, defines acceptable criteria for analyzing transportation impacts under CEQA. It states that land use projects with vehicle miles traveled (VMT) exceeding an applicable threshold of significance may indicate a significant impact, and that projects that decrease VMT compared to existing conditions should be presumed to have a less than significant transportation impact.

Although the 2035 General Plan EIR did not include a VMT analysis, the proposed Land Use Element amendment and Zoning Code update would constitute in-fill development that would generally reduce VMT compared to greenfield development (new development on lands not previously planned for development). Also, the increase in maximum density to 24 units per gross acre for the HD land use designation in addition to establishing ground floor commercial uses within these multi-family/mixed-use areas would tend to have a lower per capita VMT than the existing maximum density of 19 units per gross acre. High Density uses generally have a higher percentage of commuters using alternative modes of transportation (such as transit, bicycle, and walking). The proposed increase in density may potentially reduce trip distances for residents in Selma. Therefore, the proposed Land Use Element amendment and Zoning Code update would not result in new or more severe impacts related to its potential to conflict with or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b) beyond those identified in the 2035 General Plan EIR.

- c. *Would the project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible use (e.g., farm equipment)?*
- d. *Would the project result in inadequate emergency access?*

Figure 3.15-1 of the 2035 General Plan EIR shows the proposed land uses in relation to the circulation system within Selma. The 2035 General Plan Initial Study found impacts due to geometric design features/incompatible uses, and inadequate emergency access to be less than significant and were not further discussed in the 2035 General Plan EIR. The 2035 General Plan Circulation Element's goals, objectives and policies (Objective D, Policy 2.8 and 2.23) would eliminate or modifying intersections at awkward angles, and for new streets to be designed with safe intersection geometrics and lines of sight. The Circulation Element also encourages growth to be accommodated in, or contiguous with, the existing urbanized area. These policies would help prevent unsafe intersections and incompatible vehicular uses on area roadways. The buildout associated with the 2035 General Plan would not result in inadequate emergency access; the Circulation Element includes goals and policies (Objective D and Policy 2.28) that would ensure emergency access is maintained. In addition, projects facilitated under the proposed Land Use Element amendment and Zoning Code update would be required to safety guidelines within the Circulation Element prior to approval. The proposed Land Use Element amendment and Zoning Code update would be not result in new or more severe impacts related to hazards due to

geometric design features, incompatible uses or inadequate emergency access beyond those identified in the 2035 General Plan EIR.



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## 3.18 Tribal Cultural Resources

Where Impact Was Analyzed in the Selma General Plan Update 2035 EIR?	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Any Substantially Important New Information Requiring New Analysis or Verification?	Does the Selma General Plan Update 2035 EIR Mitigation Measures Address/Resolve New or More Severe Project Impacts?
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Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in a Public Resources Code Section 21074 as either a site, feature, place, or cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

- |  |   |    |    |    |     |
|--|---|----|----|----|-----|
| a. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k), or   | N/A; New CEQA checklist item added subsequent to General Plan EIR | No | No | No | N/A |
| b. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe. | N/A; New CEQA checklist item added subsequent to General Plan EIR | No | No | No | N/A |

California Assembly Bill 52 (AB 52) amends Public Resources Code (PRC) Section 5097.94 (CEQA) and adds eight new sections to the PRC relating to Native Americans. AB 52 was signed into law in 2014 and took effect on July 1, 2015. This law establishes a new category of resource called tribal cultural resources (PRC Section 21074) and establishes a formal process for consulting with Native American tribes and groups regarding those resources. The consultation process must be completed before a CEQA document can be certified. Native American tribes to be included in the process are identified through consultation with the California Native American Heritage Commission (NAHC) (PRC Section 21080.3.1).



Tribal cultural resources are defined in Public Resources Code 21074 as sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native American tribe that are either:

- Included or determined to be eligible for inclusion in the California Register of Historical Resources
- Included in a local register of historical resources as defined in subdivision (k) of Section 5020.1

*Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in a Public Resources Code Section 21074 as either a site, feature, place, or cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:*

- a. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k), or*
- b. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe?*

As discussed in the 2035 General Plan EIR, no known cemeteries, human remains, or Native American resources have yet to be discovered with Selma. Thus, the potential for tribal cultural resources is considered to be low. Nevertheless, the 2035 General Plan EIR concluded that the potential for previously undiscovered human remains to be found on the project site during construction cannot be ruled out. The project does not propose any land use or zoning changes that would result in additional site disturbance beyond what was evaluated for General Plan buildout in the 2035 General Plan EIR. As such, the proposed Land Use Element amendment and Zoning Code update would not result in any new or substantially more severe impacts to such resources than what was evaluated in the 2035 General Plan EIR.

## 3.19 Utilities and Service Systems

	Where Impact Was Analyzed in the Selma General Plan Update 2035 EIR?	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Any Substantially Important New Information Requiring New Analysis or Verification?	Does the Selma General Plan Update 2035 EIR Mitigation Measures Address/ Resolve New or More Severe Project Impacts?
Would the project:					
a. Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	Impact #3.16.3.1, Impact #3.16.3.3, Impact #3.16.3.5	No	No	No	N/A
b. Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	Impact #3.16.3.4	No	No	No	N/A
c. Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	Impact #3.16.3.2	No	No	No	N/A
d. Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	Response 16f of the 2035 General Plan NOP/Initial Study	No	No	No	N/A



	Where Impact Was Analyzed in the Selma General Plan Update 2035 EIR?	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Any Substantially Important New Information Requiring New Analysis or Verification?	Does the Selma General Plan Update 2035 EIR Mitigation Measures Address/ Resolve New or More Severe Project Impacts?
e. Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	Response 16f of the 2035 General Plan NOP/Initial Study	No	No	No	N/A

- Would the project require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?*
- Would the project have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?*
- Would the project result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?*

The Land Use Element amendment and Zoning Code update does not substantially increase the total amount of development nor generate substantially increased demand or use of water, wastewater, stormwater, electrical power, natural gas, or telecommunications facilities beyond those identified in the 2035 General Plan EIR.

The 2035 General Plan EIR states that existing wastewater facilities would require expansion to serve the projected 2035 population. Policies in the 2035 General Plan require new developments to demonstrate there is adequate sewer capacity, and the City of Selma collects development impact fees, which are used to fund construction of required facilities expansions.

The 2035 General Plan EIR did not provide supply and demand comparisons for normal, dry, and multiple dry year scenarios, because this was not required under the CEQA Guidelines at the time. Such a comparison is therefore provided below.

Since adoption of the 2035 General Plan EIR, a new Urban Water Management Plan (UWMP) has been developed for the Selma District of the California Water Service Company (Cal Water) that serves the Planning Area, providing estimates of supply and demand for the years 2020 through 2040 (Cal Water 2016). The new UWMP (the 2015 UWMP) projects that water demand in 2020 will be between 6,452-acre feet per year (AFY) in a normal supply year and 6,800 AFY in a single dry year, with demand in multiple dry years falling between these totals. The 2015 UWMP projects that, by 2025, demand will increase to 6,872 AFY in a normal supply year and 7,243 AFY in a single dry

year, with demand in multiple dry years again falling between these totals. This means that the projected increase in demand between 2020 and 2025 ranges between 420 AFY in a normal supply year and 443 AFY in a single dry year. The 2015 UWMP finds that sufficient water supplies are available to meet projected demand during normal, dry, and multiple dry years not only in 2020 but through 2040.

Because the proposed Land Use Element amendment and Zoning Code updates would not substantially increase the total amount of development at buildout compared to the 2035 General Plan, it would also not significantly increase water demand. Therefore, the proposed Land Use Element amendment and Zoning Code updates would result in no new or more severe impacts related to water supply availability beyond those identified in the 2035 General Plan EIR.

- d. Would the project generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?*
- e. Would the project comply with federal, state, and local management and reduction statutes and regulations related to solid waste?*

The 2035 General Plan NOP/Initial Study indicated solid waste generated by the 2035 General Plan would be transported to the American Avenue Landfill, which has available capacity through 2031. Impacts to solid waste to the City were less than significant according to the General Plan Initial Study. The City of Selma has been reducing its solid waste generation rates in compliance with Assembly Bill (AB) 939. Buildout of the proposed Land Use Element amendment and Zoning Code updates would increase the total solid waste generation of residences within the city; however, Selma is committed to continuing to increase recycling and diversion rates. The proposed Land Use Element amendment and Zoning Code update would increase the maximum density for HD and MU land uses and the corresponding proposed R-4 zone to allow a maximum of 24 units per acre. The increase of such uses in these particular areas of the city is not considerably different from those analyzed in the 2030 General Plan EIR. As such, the proposed Land Use Element amendment and Zoning Code update would not result in new or substantially more severe impacts related to solid waste when compared to what was analyzed for the land use designations in the General Plan EIR.



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## 3.20 Wildfire

	Where Impact Was Analyzed in the Selma General Plan Update 2035 EIR?	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Any Substantially Important New Information Requiring New Analysis or Verification?	Does the Selma General Plan Update 2035 EIR Mitigation Measures Address/ Resolve New or More Severe Project Impacts?
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If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:

a. Substantially impair an adopted emergency response plan or emergency evacuation plan?	N/A; New CEQA checklist item added subsequent to General Plan EIR	No	No	No	N/A
b. Due to slope, prevailing winds, and other factors, exacerbate wildfire risks and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	N/A; New CEQA checklist item added subsequent to General Plan EIR	No	No	No	N/A
c. Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	N/A; New CEQA checklist item added subsequent to General Plan EIR	No	No	No	N/A
d. Expose people or structures to significant risks, including downslopes or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	N/A; New CEQA checklist item added subsequent to General Plan EIR	No	No	No	N/A



*If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:*

- a. Substantially impair an adopted emergency response plan or emergency evacuation plan?*
- b. Due to slope, prevailing winds, and other factors, exacerbate wildfire risks and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?*
- c. Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?*
- d. Expose people or structures to significant risks, including downslopes or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?*

The proposed Land Use Element amendment and Zoning Code update would not impair an adopted emergency response plan or emergency evacuation plan. Though the 2035 General Plan Policy 4.2 directs the City to develop an Emergency Operations Plan, the City does not have one at this time (2019).

According to the CAL FIRE Fire Hazard Severity Zones Map, Selma is not in or near state responsibility areas or lands classified as Very High Fire hazard severity zones. Selma is a primarily urbanized area and there are no wildland areas near the City, therefore the project would have no impact related to exposing people or structures to a significant risk of loss, injury or death involving wildland fires. Impacts with regard to hazards and hazardous materials would be less than significant.

All existing and future development within the City would be required to adhere to City standards and regulations prior to obtaining building permits. No additional installation or maintenance of associated infrastructure that would occur without City review, therefore no fire risks, temporary or ongoing, impacts to the environment would occur.

The proposed Land Use Element amendment and Zoning Code update would not expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes. Impacts related to slope instability and flooding are discussed in Section 3.10, *Hydrology and Water Quality*. Impacts would be less than significant.

Therefore, future development facilitated by the 2035 General Plan and would not expose persons or structures to wildfire hazard risks. The Land Use Element amendment and Zoning Code update would be the same Planning Area as the 2035 General Plan. Therefore, the project would not result in new or more severe impacts related to wildfire beyond those identified in the 2035 General Plan.

## 3.21 Mandatory Findings of Significance

	Where Impact Was Analyzed in the Selma General Plan Update 2035 EIR?	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Any Substantially Important New Information Requiring New Analysis or Verification?	Does the Selma General Plan Update 2035 EIR Mitigation Measures Address/ Resolve New or More Severe Project Impacts?
a. Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	Impacts #3.4.3.1 to #3.4.3.12	No	No	No	N/A
b. Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	Chapter 5, Section 5.3	No	No	No	N/A



	Where Impact Was Analyzed in the Selma General Plan Update 2035 EIR?	Do Proposed Changes Involve New or Substantially More Severe Significant Impacts?	Do Any New Circumstances Involve New or Substantially More Severe Significant Impacts?	Any Substantially Important New Information Requiring New Analysis or Verification?	Does the Selma General Plan Update 2035 EIR Mitigation Measures Address/ Resolve New or More Severe Project Impacts?
c. Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	Section 3.1 to 3.17	No	No	No	N/A

- a. *Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?*
- b. *Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?*
- c. *Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?*

As described above in Sections 3.1 through 3.20, the revised project would result in no new or more severe direct or indirect impacts beyond those identified in the previously adopted EIR for the General Plan. Section 3.4, Biological Resources, and Section 3.5, Cultural Resources, the project would not result in potentially significant impacts to sensitive plant and animal species, sensitive communities, jurisdictional waters and wetlands, or cultural resources, beyond those identified in the 2035 General Plan EIR.

As described throughout this Addendum, the proposed Land Use Element amendment and Zoning Code updates would not result in any new or substantially more severe impacts than what was analyzed in the 2035 General Plan EIR. The 2035 General Plan EIR included analysis of cumulative impacts, including regional traffic growth, associated with buildout of the City under the 2035 General Plan. The proposed Land Use Element amendment and Zoning Code updates would not result in a substantial increase to the cumulative development in the City. As a result of this evaluation, there is no substantial evidence that, after mitigation, there are cumulative effects associated with this project. Therefore, this project has been determined not to have cumulatively considerable impacts.

The project would not result in new or substantially more severe environmental effects that would cause substantial adverse effects on human beings, either directly or indirectly, beyond what was

analyzed in the 2035 General Plan EIR. This is evidenced in the preceding discussions of each of the environmental issue areas in Section 3 of this Addendum: Section 3.3 Air Quality, Section 3.8 Hazards and Hazardous Materials, Section 3.10 Hydrology and Water Quality, Section 3.13 Noise, and Section 3.17 Transportation and Traffic. As a result of this evaluation, there is no substantial evidence that there are adverse effects to human beings associated with this project that cannot be mitigated to less than significant levels by mitigation established in the 2035 General Plan EIR. Therefore, the project has been determined not to cause substantial adverse effects on human beings, either directly or indirectly.

Therefore, there are no mandatory findings of significance and no new or more severe environmental impacts beyond those disclosed in the Final EIR would occur as a result of the proposed project with the additional mitigation proposed. The City has reviewed and considered the information contained in this Addendum in its consideration of the Final EIR and finds the preparation of a subsequent EIR is not necessary.



## 4 Conclusion

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As established in the analysis above regarding the potential environmental effects that may be generated from the revised project as compared to the 2035 General Plan, it is concluded that substantial changes are not proposed to the 2035 General Plan nor have substantial changes occurred that would require major revisions to the adopted 2035 General Plan EIR prepared for the 2035 General Plan. Impacts beyond those identified and analyzed in the adopted 2035 General Plan EIR would not be expected to occur as a result of the revised project. Overall, the proposed modifications to the 2035 General Plan that constitute the revised project would result in no new impact or mitigation information of substantial importance that would generate new, more severe impacts or require new mitigation measures compared to those identified for the 2035 General Plan in the adopted 2035 General Plan EIR.

Therefore, it is concluded that the analyses conducted, and the conclusions reached and the mitigation measures adopted in the 2035 General Plan EIR adopted September 2009 by the Selma City Council remains valid. As such, the Modified Project would not result in conditions identified in *State CEQA Guidelines* Section 15162 requiring supplemental environmental review or a Subsequent EIR, and these are therefore not required for the revised project. It can be emphasized that the Modified Project would be remain subject to all previously adopted mitigation measures included in the adopted 2035 General Plan EIR for the 2035 General Plan. The MMRP adopted for the 2035 General Plan would remain applicable to the revised project. Based on the above analysis, this Addendum to the previously adopted 2035 General Plan EIR for the project has been prepared in accordance with Section 15164 of the *State CEQA Guidelines*.

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## 5 References

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

November 18, 2019

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**ITEM NO:** 7.

**SUBJECT:** Council request to discuss Recruitments and Planning Division –  
**INFORMATION ONLY**

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**RECOMMENDATION:** As a Council request, Staff has placed the item on the agenda for Information Only.

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**DISCUSSION:**

The City Manager received a request from Council member Trujillo to discuss Recruitments and updates to the Planning Division and will be providing a verbal presentation.

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**RECOMMENDATION:** As a Council request, Staff has placed the item on the agenda for Information Only.

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Teresa Gallavan, City Manager

11-15-19  
Date

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

November 18, 2019

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**ITEM NO:** 8.

**SUBJECT:** Council request on Update regarding Enhanced Infrastructure Financing Districts (EIFDs) and Business Improvement Districts (BID)  
**INFORMATION ONLY**

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**RECOMMENDATION:** As a Council request, Staff has placed the item on the agenda for Information Only.

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**DISCUSSION:**

The City Manager received a request from Mayor Robertson for an Update regarding Enhanced Infrastructure Financing Districts (EIFDs) and Business Improvement Districts (BID) and will be providing a verbal presentation.

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**RECOMMENDATION:** As a Council request, Staff has placed the item on the agenda for Information Only.

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Teresa Gallavan, City Manager

11-18-19

Date



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

November 18, 2019

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**ITEM NO:** 9.

**SUBJECT:** Introduction and First Reading of Ordinance to be Approved by the Voters  
Allowing a Licensed Gambling Establishment in the City of Selma in  
Accordance with the Provisions of Business and Professions Code §19960(c).

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**RECOMMENDATION:** Council can consider the following options: 1)Waive First Reading and Introduce Ordinance to be Approved by the Voters Allowing Licensed Gambling Establishment in Selma and Schedule Consideration of Resolution Placing the Measure on the March 3, 2020 Ballot and Adoption of Ordinance for Regular Meeting of December 2, 2019;

2) Postpone the item and Adopt a Similar Resolution and Ordinance on a Date At Least Eighty-Eight Days before November 5, 2020; or,

3) Take no Action on the Item.

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**DISCUSSION:** The owner of Legends Tap House and Grill, a Restaurant and Banquet Facility (formerly Spike & Rail), has requested that the City Council adopt a resolution placing a measure on the ballot for March 3, 2020 to approve a licensed gambling establishment in the City of Selma in accordance with existing law most of which appears in the Business and Professions Code or Penal Code of the State of California. The gambling establishment is proposed to be what amounts to a cardroom which is required to be licensed by the Bureau of Gambling Control of the State Department of Justice and is a business that conducts "games" as that term is defined by the Gambling Control Act, in essence to mean card games involving the making of wagers. There is currently a moratorium on the establishment of such facilities, but in anticipation of that moratorium being lifted, qualified or changed the property owner of Legends wishes to have placed on the ballot the required measure. Legal cardrooms or gaming establishments are allowed in the State of California, if at all, only with the approval of the voters of the municipality where the cardroom or gaming establishment is to be located.

Accordingly, the proposed ordinance (Exhibit A) that would need to be approved by the voters, first needs to be approved by the City Council. The Council would also need to approve – by a 4/5ths vote - a resolution placing the proposition of adopting such an ordinance on the ballot for March 3, 2020. If the City Council approves the introduction and first reading of the ordinance, adoption of the resolution which would place the necessary measure on the March 3, 2020 ballot will appear as a public hearing item on the Council's December 2, 2019 agenda. Any resolution of this City Council which places a



measure on the ballot for March 3, 2020, must be delivered to the Fresno County Clerk/Registrar of Voters by December 6, 2019.

The proposed ordinance is detailed, but basically mimics the statutory authorization and requirements for the conduct of a cardroom. If approved by the voters, the ordinance will allow, once the moratorium either expires or is changed or altered by the Legislature, a single cardroom at a single location within the City. The proposed ordinance includes a provision which allows this Council to adopt by resolution an annual licensing fee to be paid to the City of Selma based on the revenues of the cardroom. The ordinance also allows for an annual review of the conduct of the cardroom by this City Council which may take a variety of actions against the cardroom for any failure to conform to any requirements set by the ordinance for the operation of the cardroom, for failures to conform with the terms of the license issued by the State, or for failure to conform with any other provision of the Selma Municipal Code (SMC). The ordinance is, for the most part, otherwise a recitation of State law as it applies to a cardroom.

The owner of Legends has agreed to cover all costs incurred by the City in processing the ordinance and resolution as having the matter placed on the March 3, 2020 ballot and will execute the attached promissory note (Exhibit B).

<b><u>COST:</u></b> <i>(Enter cost of item to be purchased)</i>	<b><u>BUDGET IMPACT</u></b> <i>(Enter amount this non-budgeted item will impact this years' budget – if budgeted, enter NONE).</i>
Election Costs Estimated between \$18,000 and \$25,000 for March 2020.  Consultants, Staff time, and publication noticing are undetermined	(The operator of the cardroom has agreed to fully reimburse the City for all costs incurred in processing the ordinance and placing the measure on the ballot.)
<b><u>FUNDING:</u></b> <i>(Enter the funding source for this item – if fund exists, enter the balance in the fund).</i>	<b><u>ON-GOING COST:</u></b> <i>(Enter the amount that will need to be budgeted each year – if one-time cost, enter NONE).</i>
Funding Source:  Not applicable. (The operator of the cardroom has agreed to fully reimburse the City for all costs incurred in processing the ordinance and placing the measure on the ballot.)  Fund Balance:	None.



**RECOMMENDATION:** Council can consider the following options: 1)Waive First Reading and Introduce Ordinance to be Approved by the Voters Allowing Licensed Gambling Establishment in Selma and Schedule Consideration of Resolution Placing the Measure on the March 3, 2020 Ballot and Adoption of Ordinance for Regular Meeting of December 2, 2019;

2) Postpone the item and Adopt a Similar Resolution and Ordinance on a Date At Least Eighty-Eight Days before November 5, 2020; or,

3) Take no Action on the Item.

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<u>/s/</u>	<u>11/14/2019</u>
Neal E. Costanzo, Special Counsel	Date
 <u>/s/</u>	 <u>11/14/2019</u>
Teresa Gallavan, City Manager	Date

**Exhibit A**

**[PROPOSED] ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE OF THE PEOPLE OF THE CITY OF SELMA APPROVING A LICENSED GAMBLING ESTABLISHMENT IN THE CITY OF SELMA IN ACCORDANCE WITH BUSINESS AND PROFESSIONS CODE SECTION 19960(C)**

The People of the City of Selma do ordain as follows:

**SECTION 1. TITLE**

This Ordinance shall be known as “The Selma Legal Gaming Act.”

**SECTION 2. RECITALS AND FINDINGS**

The City of Selma is in the need of additional funding to enhance its ability to provide public safety, street maintenance, recreational programs, and other general public services, to enhance the quality of life of Selma residents; and

Many of the existing seventy-three (73) State-licensed card rooms listed on the Department of Justice’s Bureau of Gambling Control’s webpage are significant sources of local tax revenues that can fund public safety, staffing, economic development, and public infrastructure projects, that are necessary to provide adequate services to city residents; and

The State’s Gambling Control Act, provisions in the State’s Penal Code, the State’s regulations, and local gambling ordinances provide comprehensive regulatory frameworks so that the Gambling Control Commission, State Department of Justice’s Bureau of Gambling Control, and local jurisdictions can ensure that legalized gambling in card rooms is highly regulated and problem gambling is controlled; and

A licensed Gambling Establishment located in the City of Selma has the potential to generate significant sources of tax revenue that will directly benefit its residents, businesses, and visitors by providing additional public safety services, street maintenance, recreational programs, and other general public services; and

California Business and Professions Code Section 19960(c) requires that the voters of a city must be asked to approve any measure that permits controlled gambling within the city; and

It is the purpose and intent of the People of Selma that this Ordinance go into effect when State law permits legal gambling in the City of Selma; and

Based on the foregoing, the People of the City of Selma find it is in the best interest of the City of Selma to approve a ballot measure to add Chapter 25 of Title 5 of the Municipal Code regarding issuance of a license to operate a card room in compliance with State law.

**SECTION 3. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)**

The proposed approval of Ordinance No. \_\_\_\_ by the People of the City of Selma is not a “project” under the California Environmental Quality Act of 1970 (“CEQA”), as amended, and any implementing local or state guidelines. Specifically, the proposed action is not a “project” under CEQA Guidelines Section 15378 because it does not have the potential to result in either a direct physical change in the environment or a



reasonably foreseeable indirect physical change in the environment. The possibility of any indirect physical change in the environment resulting from the approval of the ordinance is too speculative to require environmental review under CEQA because of (a) the need for State legislation; (b) the need for voter approval; and (c) the need for future environmental discretionary permits to be approved by the City Council. Even if all three of these speculative and necessary prerequisites were to occur, any potential physical changes in the environment would still be subject to CEQA review in connection with the City Council's consideration of the required discretionary permits.

The proposed action is also exempt from CEQA under CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment (for the reasons described in the preceding paragraph).

The proposed action is also exempt from CEQA under CEQA Guidelines Section 15273 (Rates, Tolls, Fares and Charges) because approval of the ordinance is to raise revenues for the City of Selma to assist in funding for public safety, capital improvements, recreational programs, and other general governmental services.

#### **SECTION 4. AMENDMENT TO TITLE 5 OF SELMA MUNICIPAL CODE CHAPTER**

The Selma City Code is hereby amended to add a new Chapter 25 to Title 5 of the Selma City Code and shall read as follows:

#### **Chapter 5-25 GAMBLING CONTROL REGULATORY PROGRAM**

##### **5-25-1 TITLE:**

This Ordinance shall be known as "The Selma Legal Gaming Act."

##### **5-25-2 RECITALS AND FINDINGS:**

The City of Selma is in the need of additional funding to enhance its ability to provide public safety, street maintenance, recreational programs, and other general public services, to enhance the quality of life of Selma residents; and

Many of the existing seventy-three (73) State-licensed card rooms listed on the Department of Justice's Bureau of Gambling Control's webpage are significant sources of local tax revenues that can fund public safety, staffing, economic development, and public infrastructure projects, that are necessary to provide adequate services to city residents; and

The State's Gambling Control Act, provisions in the State's Penal Code, the State's regulations, and local gambling ordinances provide comprehensive regulatory frameworks so that the Gambling Control Commission, State Department of Justice's Bureau of Gambling Control, and local jurisdictions can ensure that legalized gambling in card rooms is highly regulated and problem gambling is controlled; and

A licensed Gambling Establishment located in the City of Selma has the potential to generate significant sources of tax revenue that will directly benefit its residents, businesses, and visitors by providing additional public safety services, street maintenance, recreational programs, and other general public services; and

California Business and Professions Code Section 19960(c) requires that the voters of a city must be asked to approve any measure that permits controlled gambling within the city; and

It is the purpose and intent of the People of Selma that this Ordinance go into effect when State law permits legal gambling in the City of Selma; and

Based on the foregoing, the People of the City of Selma find it is in the best interest of the City of Selma to approve a ballot measure to add Chapter 25 to Title 5 of the Municipal Code regarding issuance of a license to operate a card room in compliance with State law.

#### **5-25-3 – AUTHORITY.**

- A. Nothing herein contained is intended or shall be construed to be in conflict with or as a limitation upon any of the provisions of the Gambling Control Act (Bus. & Prof. Code § 19800 et seq.) or any other provision of State or federal law.
- B. The provisions of this Chapter shall not be construed so as to authorize legal gambling within the City's boundaries unless and until:
  - 1. A majority of the electors of the City voting thereon, and in a manner that complies with Business & Professions Code § 19960(c), affirmatively approves a measure permitting controlled gambling within the City; and
  - 2. California Business & Professions Code § 19962(a):
    - a. expires; or
    - b. is repealed; or
    - c. is amended or partially repealed in a manner that would permit the City to authorize legal gambling within its boundaries; or
    - d. is superseded by any State or federal law that permits the City to authorize legal gambling within its boundaries; and
  - 3. The requirements of this Chapter pertaining to the issuance of a License, as defined in Section 3.q, have been satisfied.
- C. In no event shall this Chapter be effective until January 1, 2021.

#### **5-25-4 – DECLARATION OF INTENT AND PURPOSES.**

The people of the City of Selma find and declare that the regulation of Gambling Establishments, as defined in Section 3.n, located in the City of Selma are necessary for the protection of the public health, safety, and welfare. The provisions of this Title shall be broadly construed for the purposes of authorizing strict regulatory controls and oversight of any Gambling Establishment, funding sources, and the practices, activities, persons, and places associated with or involved in gambling in the City of Selma. Any license, permit, or approval issued pursuant to the provisions of this Title is a revocable privilege and no holder acquires any right in the license, permit, or approval other than the procedural rights granted under this Title or as required by the United States or California Constitution.

#### **5-25-5 – DEFINITIONS.**

For the purposes of this Chapter, the words and phrases hereinafter set forth shall have the following meanings ascribed to them unless the context clearly requires a different meaning:



- (a) "Bureau" means the Bureau of Gambling Control of the State Department of Justice.
- (b) "Card Room" means a business or enterprise licensed under the provisions of this Chapter for the playing of "Games" as defined in this Section.
- (c) "Card Room Administrator" means the Person identified by the City Manager to administer the City's regulation of any Licensee.
- (d) "Card Room Business" means the conduct of "Games" as defined in this Section and shall not include any "Related Business" as defined in this Section.
- (e) "Chapter" means Chapter 25 of Title V of this Code.
- (f) "Chief of Police" means the designated representative of the Selma Police Department.
- (g) "City" means the City of Selma.
- (h) "City Council" means the Selma City Council.
- (i) "City Manager" means the City Manager of Selma.
- (j) "Clerk" means the City Clerk of Selma.
- (k) "Commission" shall mean the California Gambling Control Commission as detailed in Business and Professions Code Section 19811 or any successor agency.
- (l) "Employee Applicant" means any Person who has applied for a work permit or renewal of a work permit for employment in a Card Room.
- (m) "Financier" means any Person who offers or provides a loan, credit, or any other form of financing to the Licensee Applicant or Licensee in any way related to the Card Room, provided "Financier" shall not be construed to include any Person with whom Licensee Applicant or Licensee has an agreement for the lease of equipment or other personal property.
- (n) "Finance Director" means The Treasurer or Finance Director of the City of Selma.
- (o) "Gambling Establishment" is defined as set forth in California Business and Professions Code Section 19805(o) and without reference to California Business and Professions Code Section 19812.
- (p) "Gambling Table" means a table upon which a Game is played and to which a drop box is attached for the purpose of collecting fees for the play of the Game.
- (q) "Game" or "Games" means all games (whether or not involving the use of cards) that are lawful in the State of California.
- (r) "License" means a license for the operation of a Card Room.
- (s) "License Applicant" means any Person who has applied for a License or renewal of a License to operate a Card Room in the City.

- (t) “License Application” means an application for License Permit to this Chapter.
- (u) “License Fee” means all fees levied upon a license pursuant to this Chapter.
- (v) “Licensee” means the Person or entity to whom a license has been issued for the operation of a Card Room pursuant to this Chapter.
- (w) “Municipal Code” means the City Code of Selma, California.
- (x) “Owner” means every Person, firm, association, corporation, partnership, or other entity having any interest, whether legal, equitable, financial, or of any other kind or character, in any Card Room or License.
- (y) “Person” means and includes a natural person, association, organization, partnership, business trust, company, corporation, or any other entity.
- (z) “Permittee” means the Person to whom an employee work permit has been issued for employment in a Card Room pursuant to this Chapter.
- (aa) “Related Business” means business activities occurring at a Card Room other than the playing of the Games, such as entertainment, dancing, events, fundraising by non-profits, the sale of food, beverages (including alcoholic beverages for consumption on the premises), sundries and other items, and the provision of services such as barber shop services.
- (bb) “Security Deposit” means any security or deposit required by this Chapter to ensure the prompt and full payment of any License Fees imposed by the City pursuant to this Chapter.
- (cc) “State” means the State of California.

#### **5-25-6 – MAXIMUM NUMBER OF GAMBLING ESTABLISHMENTS.**

The maximum number of Card Rooms permitted in the City shall be one (1), unless and until otherwise authorized by a vote of the people in accordance with State law.

#### **5-25-7 – LICENSE REQUIRED, LICENSE FEE, SECURITY DEPOSIT.**

A. It is unlawful for any Person to establish, commence, conduct, operate, or otherwise allow or permit within the City any business, activity, or enterprise of any Games for which a fee, commission, or other compensation is directly or indirectly charged, accepted, or received from players or participants until such Person shall have first obtained a License in full compliance with the provisions of this Chapter.

B. License Fee. Each Licensee shall pay to the City a License Fee as in the amount and according to the terms set by resolution and amended, from time to time, by the City Council. The License Fee shall be a percentage of gross revenues of the Licensee based upon the Monthly Statement of Revenue submitted to City by Licensee.

C. Nothing in this Chapter shall be deemed to exempt Licensee from obtaining and maintaining a business license in the City of Selma.



#### **5-25-8 – FILING AN APPLICATION FOR A CARD ROOM LICENSE.**

- A. Filing of Application. Any Person desiring to operate a Card Room shall file with the Card Room Administrator an application for a License. The filed application shall be executed under penalty of perjury and shall contain, in addition to all other information that the Card Room Administrator may require, the following information and material:
1. A copy of all licenses required by the State of California under State Gambling Law;
  2. An official receipt from the City Finance Director, indicating receipt of payment in full of the application fee as required by Section 8(I) of this Chapter;
  3. The date of the application;
  4. The true name of the License Applicant, any aliases of the License Applicant, and any fictitious business name or names under which the License Applicant currently operates a business;
  5. The status of the License Applicant as being an individual (or two or more individuals), firm, association, corporation, partnership, joint venture, or other entity;
  6. The status of the License Applicant as being eligible for a License pursuant to any requirements under State law;
  7. The residence and business address of each individual License Applicant;
  8. The name, residence, and business address of each of the partners, shareholders, and principal officers and directors of any non-individual License Applicant, including each of the partners, shareholders, and principal officers and directors of any parent company, holding company, subsidiary, or otherwise that may in any way be affiliated with the License Applicant for the License application, License, or Card Room, except for any publicly held entity;
  9. The business and employment history of the License Applicant(s) and of each proposed individual listed in Section 8(A)8, including a list of all places of previous residence;
  10. The proposed location for the Card Room, although nothing in this Section shall require that the premises in which the Card Room Business will take place be designed, constructed, or completed prior to the issuance of a License;
  11. A list of the Games proposed to be played initially upon opening of the Card Room and a statement that those Games comply with State law;
  12. The number of Game tables proposed to be used in the Card Room;
  13. A description of any Related Businesses proposed to be conducted at the same location;

14. In the event the proposed location is partly or wholly owned by persons or entities other than the License Applicant, the names and addresses of such other persons or entities and complete information pertaining to the nature and percentage of ownership;
  15. A one-year detailed cash flow projection, a pro forma financial statement, a statement of preopening cash, a financing plan, and copies of all loan agreements of the License Applicant;
  16. A full and complete financial statement and most recent annual income tax return of the License Applicant, and a full and complete financial and invested capital statement of each person who is a limited partner, general partner, officer, or director of the License Applicant;
  17. A full and complete patron safety and security plan designed to protect patrons and other persons who are lawfully on the Card Room premises;
  18. A full and complete accounting and internal control plan for card table funds, collection of fees, drop box and transportation and storage, counting of fees, cashiers cage operation, internal audit, security and monitoring, records retention, financial reports, tips, and signature authority;
  19. A statement that the License Applicant understands and agrees that the application shall be, considered by the City Council only after full investigations and reports have been made by all applicable City staff;
  20. A complete listing of all criminal arrests and convictions of the License Applicant and each partner, shareholder, officer, and director of the License Applicant, if any, not including traffic offenses, with explanations therefor;
  21. A statement that the License Applicant understands and agrees that any business or activity conducted or operated under any License shall be operated in full conformity with all the laws of the State and the laws and regulations of the City applicable thereto, and that any violation of any such laws and regulations in such place of business, or in connection therewith, shall render any License subject to immediate suspension or revocation;
  22. A statement that the License Applicant has read the provisions of this Chapter, understands the same and agrees to abide by all requirements contained in this Chapter; and
  23. A statement by the License Applicant agreeing that the sole and exclusive discretion as to the granting or denial of any such License shall be vested in the City Council.
- B. Filing of Business Records. The City will permit License Applicant to file proprietary business information confidentially. The confidential portions of the License application shall remain confidential and shall not be disclosed to any Person, unless otherwise required by law. In the event a request is made by a third party for any information set forth in this Section, the City will provide the License Applicant or the Licensee with reasonable and adequate notice to seek a protection from disclosure by a court of competent jurisdiction.



- C. Burden of Proof. The burden of proving its qualifications to receive a License is at all times on the License Applicant by preponderance of the evidence. By filing the application, the License Applicant accepts any risk of adverse public notice, embarrassment, criticism, or other action or financial loss which may result from action with respect to the application and expressly waives any claim for damages or otherwise as a result thereof.
- D. Obligation to Provide Information. A License Applicant may claim any privilege afforded by the Constitution of the United States in refusing to answer questions by the City Council, provided any such claim of privilege with respect to an application shall constitute sufficient grounds for denial of the application.
- E. Identity of Owners. The License Applicant shall also file with the Card Room Administrator a list of the names and addresses of all of the Owners. The Chief of Police shall determine whether or not an investigation of any Owner should be made by a teletype search of the records of the State Criminal Investigation and Identification Unit in Sacramento, California, or otherwise, and forthwith conduct said search or investigation as appropriate.
- F. Statements Confidential. All personally identifiable information, including but not limited to financial information, telephone numbers, and addresses, required to be submitted as part of an application pursuant to this Chapter shall be confidential and not available for public inspection, unless otherwise authorized or required by law.
- G. Fingerprints - Photographs. Concurrently with filing the application, the License Applicant, each Owner, and officer shall be fingerprinted and photographed by the Chief of Police.
- H. Control by Landlord or Financier. The Card Room Administrator may require the landlord of the Card Room site or Financier of the Card Room to submit a full application in compliance with this Chapter.
- I. Application Fee. The Application Fee is for regulation purposes and is levied pursuant to the authority of applicable laws. An application for a License shall be accompanied by deposit, payable to the City in cash, cashier's check, or other immediately available funds approved by the City, as follows:
  - 1. Application Fee. A non-refundable Application Fee in an amount to set and amended, from time to time, by resolution of the City Council shall be paid to the City at the time of the filing of the Application. Additionally, the Licensee shall deposit Five Thousand Dollars (\$5,000) with the City, at the time of filing the Application, to be retained by the City as a deposit for the costs and expenses of the investigation of the License Applicant and the processing of the License Application. License Applicant shall pay the City for all costs and expenses associated with the processing of the Application based on the fully-burdened hourly rate of the applicable employee(s) or individual(s) including consultants, performing the investigative services and processing of the License Application. If, the cost to the City of the processing of the Application exceeds the Application Fee and Deposit, the License Applicant shall make further deposits, in increments of five thousand dollars (\$5,000) within two (2) business days after being notified by the City that the amount on deposit has been expended. Failure by the License Applicant to provide an additional deposit as required by this section shall constitute grounds for the City to suspend or terminate the processing of the License Application, as determined by the City Manager or his or her designee.

**5-25-9 – INVESTIGATION OF APPLICATION AND DETERMINATION IF LICENSE APPLICATION IS FULL AND COMPLETE.**

- A. Whenever an application for a License has been filed with the Card Room Administrator, the Card Room Administrator shall determine whether the filed application is complete pursuant to this Section 7 of this Chapter. If the Card Room Administrator determines that the filed application is complete, the Card Room Administrator shall promptly refer such application or a copy thereof to the City Manager's office and other departments of the City, and promptly and diligently conduct an investigation to determine if the application is full and complete. Such matters subject to investigation include:
1. A full and complete investigation as to the identity, character, and background of the License Applicant and the License Applicant's partners, officers, directors, management, and staff including any partners, officers, directors, management, and staff of any parent company, holding company, subsidiary, or otherwise that may in any way be affiliated with the License Applicant for the License application, License or Card Room;
  2. A full and complete evaluation of the security and law enforcement requirements of the proposed Card Room;
  3. A comprehensive evaluation of the License Applicant's financial ability to adequately protect the patrons of the Card Room and the citizens of the community; and
  4. A comprehensive evaluation of all public health, welfare, and safety matters concerning the proposed Card Room.
- B. The Card Room Administrator should determine if the filed application is full and complete or if the City needs to supplement the filed application with additional material within ninety (90) days of receiving the filed application. Within that time period, the Card Room Administrator or any other staff delegated an investigative responsibility by the City Manager may request in writing that the License Applicant provide additional relevant information or data not included in the application. The License Applicant shall submit such requested information within thirty (30) days after such request. Once all of the requested and required documents, records, information, data, or otherwise have been adequately provided, the City shall inform the License Applicant that the application is full and complete and will be considered by the City Council.

**5-25-10 – REPORT AND RECOMMENDATION TO CITY COUNCIL ON THE FULL AND COMPLETE LICENSE APPLICATION AND INVESTIGATION.**

- A. The City Manager shall prepare and submit a report and recommendation concerning the full and complete application and the results of the investigation conducted pursuant to Section 9(A) of this Chapter.
- B. The report and recommendation shall be submitted to the City Council no later than sixty (60) days from the date upon which the City Manager has certified the application is full and complete pursuant to Section 9(B) of this Chapter.



- C. Submission of the report and recommendation by the City Manager shall trigger the notice requirement in Section 9 of this Chapter.
- D. In the event that the City Manager does not file the report and recommendation within the time specified in Section 10(B) of this Chapter, the City Council may either proceed further without the City Manager's report and recommendation or may extend one (1) time set forth in Section 10(B) of this Chapter by an additional forty-five (45) days the deadline for the City Manager to submit the report and recommendation to the City Council.

**5-25-11 – NOTICE TO THE PUBLIC AND APPLICANT OF A HEARING BY CITY COUNCIL TO CONSIDER WHETHER TO ISSUE A LICENSE.**

- A. Whenever the City Manager submits a report and recommendation to the City Council on a full and complete License application and investigation pursuant to Section 10 of this Chapter, or in the event the City Manager does not file a report and recommendation and the City Council intends to act upon the application pursuant to Section 10(D) of this Chapter, the City shall publish notice of a public hearing concerning its intent to consider whether the License application should be issued at least fifteen (15) days prior to the hearing date as determined by the City Council in accordance with California Government Code Section 6061. The City shall also provide the License Applicant with notice at least five (5) days prior to the hearing date. Both the notice to the public and to the License Applicant shall set forth the time and place of the hearing.
- B. At the hearing, the City Council shall take public testimony.
- C. At the hearing, the City Council shall vote either to:
  - 1. Approve the application and grant the License applied for therein;
  - 2. Approve the application and grant the License applied for therein with the recommended conditions from the City Manager;
  - 3. Conditionally approve the application and grant the License applied for therein subject to specific conditions in addition to those conditions set forth in the application or recommended by the City Manager; or
  - 4. Deny the application and refuse to grant the License applied for therein pursuant to the grounds set forth in Section 113(A) of this Chapter.
- D. The decision of the City Council shall be final and conclusive.

**2-25-12 – APPROVAL OF A LICENSE APPLICATION.**

- A. If the City Council approves the application, the License Applicant will be required to comply with all of the terms, conditions, and obligations in the application, the License, the provisions of this Chapter, the Municipal Code and all other State and federal laws.
- B. If the City Council approves the application with conditions not set forth in the application, the License Applicant will be required to comply with the conditions the City Council imposed as an express condition of approval of the application, all of the terms, conditions, and obligations in the application, the License, the provisions of this Chapter, the Municipal

Code and all other State and federal laws.

- C. Within ten (10) days of approval of the application, the Card Room Administrator shall provide to the License Applicant a copy of the City's acceptance form, which shall contain any additional conditions imposed by the City Council and which shall state that the License Applicant is aware of and will abide by all conditions imposed by the City Council. Within ten (10) days of receipt of the City's acceptance form, the Card Room Administrator must receive the acceptance form signed by the License Applicant. Upon receipt of the acceptance form signed by the License Applicant, the Card Room Administrator shall issue the License.

#### **5-25-13 – GROUNDS FOR DENIAL OF AN APPLICATION.**

- A. The City Council may deny a License application based on any one or more of the following reasons:
1. The proposed business or activity to be operated violates any federal, State, or City law or regulation.
  2. The License Applicant, including any shareholder or officer, has been convicted of any crime punishable as a felony (including a plea of no contest) or of any crime of violence, any crime involving fraud, gambling, loan sharking, bookmaking, thievery, bunco, moral turpitude, or any crime involving evasion of taxes, or any other crime of moral turpitude indicating a lack of business integrity or business honesty, whether committed in the State of California or elsewhere, whether denominated as a felony or as a misdemeanor and notwithstanding the passage of time since the conviction.
  3. The License Applicant has been credibly identified by any law enforcement agency, legislative body, or crime commission as a member of, or an associate of, organized criminal elements.
  4. The License Applicant knowingly made any false statement in the filed application or in presenting any other information as part of the application process or investigation.
  5. The License Applicant failed to satisfy the City Council as to the source of funds to be invested in the Card Room.
  6. The License Applicant does not have the financial capability or business experience to operate a Card Room in a manner that would adequately protect the patrons of the Card Room and the citizens of the community.
  7. The License Applicant is presently under indictment or the subject of a criminal complaint for any of the crimes described in Section 13(A)(2) of this Chapter.
  8. The application failed to present reasonable evidence that there is adequate financing available to pay potential current obligations and provide adequate working capital to finance opening of the proposed Card Room.
  9. The failure of any Person named in the application to appear before the City Council after having been requested by the City Council to appear and provide information



or answer questions before it.

10. The failure to include in the application an adequate plan for maintaining the security of the Card Room to ensure that all cash reserves and deposits in the Card Room, as well as the employees and patrons of the card room, are reasonably safe from theft, robbery, burglary, or other crimes.
  11. The Commission has revoked or suspended the License Applicant's State gambling license or has denied the License Applicant's application therefor or denied the application of a shareholder or officer or that of which an entity which she/he is the shareholder or officer.
  12. Approving the License application is contrary to public interest and the policies of this Chapter.
- B. In the resolution denying the application pursuant to Section 13(A) of this Chapter, the City Council shall set forth the ground or grounds for its action.

**5-25-14 – TERM, TRANSFER, AND RENEWAL OF A CARD ROOM LICENSE.**

- A. The term of a Card Room License shall be twenty-five (25) years from the date on which it was issued.
- B. No Card Room License may be transferred except in accordance with this Chapter. Any proposed transfer or assignment of any License, including changes in new shareholder, partners, or ownership interest of the Licensee, shall be considered for all purposes as a new application for a License, and all the provisions of this Chapter applicable to new and original applications shall apply.

**5-25-15 – SURRENDER, SUSPENSION, REVOCATION, OR DIVESTITURE OF A CARD ROOM LICENSE.**

- A. A Licensee may surrender its License by written notice to the City Manager.
- B. Any License issued under this Chapter may be suspended or revoked by the City Council for violation of any of the provisions of the License, this Chapter, or any provisions of this Municipal Code, or of a federal or State law. The holder of a License shall be given prompt written notice of revocation or suspension of said License. Said notice shall fix a time and place, not less than five (5) nor more than thirty (30) days after service thereof, at which time the holder of said License may appear before the City Council and be granted a hearing upon the merits of said suspension or revocation.
- C. Any Licensee or Owner, including shareholders and officers, who is convicted (or pled no contest) of a misdemeanor involving moral turpitude or a felony shall immediately notify the Card Room Administrator and divest himself/herself of such ownership interest within thirty (30) days after the service of a notice of divestiture by the City. Upon receipt of a notice of divestiture, the Licensee or Owner may request in writing a hearing before the City Council to appeal the notice and request a waiver of the divestiture requirement. A hearing shall be scheduled before the City Council within thirty (30) days after the receipt of such request. Upon the conclusion of the hearing, the City Council may disregard the conviction or take other action if it is determined by the City Council that mitigating circumstances exist and

that the public interest will be adequately protected. The decision of the City Council shall be final and conclusive. Failure to comply with the provisions of this Section 15 shall constitute a misdemeanor, punishable by a fine or imprisonment. Each day of noncompliance shall constitute a separate and complete offense. In addition, the City Attorney may invoke any appropriate civil remedies available to enforce compliance. No Person required pursuant hereto to divest his/her interest in a Card Room may transfer the same to his/her spouse, children, siblings, or parents or to his/her spouse's children, siblings or parents, or any other Person.

- D. Revocation for Failure to Maintain a Business License. A license issued pursuant to this Chapter may be revoked by the City if the Licensee fails to maintain an active Business License in the City of Selma.
- E. Fines and Penalties in Lieu of Suspension or Revocation. The City Council, in its discretion, may in addition to or in lieu of a suspension or revocation of a License for violation of any provision of this Chapter, levy a fine or penalty against the Licensee upon a determination that grounds exist which would justify the suspension or revocation of a License. Such fines or penalties may also be levied against the Licensee if the Licensee, key management employee, or employee of the Licensee has committed any act in violation of this Chapter which would justify a suspension or revocation of a License. In the event that the City Council determines to issue a fine or penalty pursuant to this section, then the City shall give the holder of a license prompt written notice of the fine or penalty which shall include a time and place, not less than five (5) more than thirty (30) days after the service thereof, at which the holder of the license may appear before the City Council and be granted a hearing upon the merits of said fine or penalty.

#### **5-25-16 – WHERE A CARD ROOM MAY BE LOCATED.**

A Card Room may only be located in the C-R regional commercial zoning district identified in Title 11, Chapter 7, of the Municipal Code. The location of the Card Room License shall be site specific and any changes to the approved location specified in the License shall require an amendment to the License approved by the City Council.

#### **5-25-17 – HOURS OF OPERATION.**

A Card Room is permitted to operate twenty-four (24) hours each day of the year at the specific location authorized in the License. Licensee shall have its business hours clearly posted at all entrances to give law enforcement and patrons notice of the hours during which the licensed Card Room will remain open for business.

#### **5-25-18: LEGAL GAMES.**

Any Game permitted by law in the State of California may be played in a Card Room licensed under this Chapter.

#### **5-25-19 – WAGERING LIMITS.**

There shall be no limit on the size of any bet except as may be determined by the Licensee and as permitted under State law.

#### **5-25-20 – MAXIMUM NUMBER OF TABLES.**



- A. There shall be no more than one hundred and fifteen (115) licensed gambling tables in the City.
- B. The maximum number of gambling tables permitted in any one (1) Card Room shall be one hundred and fifteen (115).
- C. In the event State law requires a lesser number of gambling tables within the City or in any one (1) card room, the maximum number of tables authorized under State law shall apply.

**5-25-21 – REMOVAL OF PERSONS AND EXCLUSION OF UNDESIRABLE PERSONS FROM CARD ROOM PREMISES.**

- A. Removal
  - 1. A Licensee may remove any Person from, in, on, or about any Licensed Card Room premises if that Person:
    - a. Appears to or otherwise engages or has engaged in disorderly conduct, as defined in Section 647 of the California Penal Code;
    - b. Appears to or otherwise interferes or has interfered with a lawful gambling operation;
    - c. Appears to or otherwise solicits or has solicited or engages or has engaged in any act of prostitution;
    - d. Appears to or otherwise is or has been under the influence of any intoxicating liquor or drug;
    - e. Appears to or otherwise has been mentally incapacitated to the extent that such Person cannot care for himself/herself or control his/her actions;
    - f. Appears to or otherwise is or has been overly loud, panhandles, is boisterous, or is otherwise disturbing or offensive to other persons in, on, or about the Card Room;
    - g. Appears to or otherwise commits or has committed any public offense;
    - h. Is, was, or appears to be a Person whose presence is inimical to the interests of the Licensee or the business of the Card Room, as determined by Licensee in its reasonable discretion;
    - i. Is a Person, whose name appears on the list of persons the Commission has determined are to be excluded or ejected from any gaming establishment pursuant to Business and Professions Code Section 19844 and any regulation adopted pursuant thereto;
    - j. Has requested, pursuant to Section 12464 of Title IV of the California Code

of Regulations, to be self-excluded from the Card Room; or

- k. Has requested, pursuant to Section 12463 of Title IV of the California Code of Regulations, that their access to the Card Room be self-limited and the Licensee, in its reasonable discretion, determines that removal of the Person is required to comply with that request.
- 2. Except as provided in Section 21(B) of this Chapter, removal of a Person from the premises of a Card Room pursuant to Section 21 of this Chapter carries no presumption that the Person is within the class of Persons defined as “undesirable persons” in Section 21(B)(1) of this Chapter.

B. Exclusion

- 1. A Licensee may exclude from all or any portion of the premises of a Card Room Premises any Person who is determined to be “undesirable” within the meaning of this Section. For the purposes of this Section, the following persons shall be deemed to be “undesirable”:
  - a. Persons who have engaged in any act of, or who have been convicted of bookmaking or illegal wagering;
  - b. Persons who appeared to or otherwise have engaged in any act prohibited in Section 21(A) of this Chapter;
  - c. Persons who have been convicted of or pled no contest to any violation of Section 337a of the California Penal Code or any other felony, misdemeanor, or violation relating to the act of cheating in, on, or about the premises of a Card Room whether or not convicted within or outside the state;
  - d. Persons whose presence is inimical to the interests of the Licensee or the business of the Card Room, as determined by Licensee in its reasonable discretion; or
  - e. Persons who have requested, pursuant to Section 12463 of Title IV of the California Code of Regulations, that their access to the Card Room be self-limited and whom the Licensee, in its reasonable discretion, determines must be excluded in order to comply with that request.
- 2. For purposes of this Section:
  - a. “Bookmaking” means and includes, but is not limited to, any act prohibited by Section 337a of the California Penal Code, or by Section 19595 of the California Business and Professions Code;
  - b. “Illegal wagering” includes, but is not limited to, any act prohibited by Sections 319 through 336, inclusive, of the California Penal Code.
- 3. Licensee shall inform any Person excluded from the premises of a Card Room of the reason for the exclusion and shall notify such Person of the provisions of Section 21



of this Chapter. Notification of an order of exclusion issued by a Licensee shall be made by personal delivery to the Person excluded. A copy of Section 21 of this Chapter shall be attached to such notification.

4. Licensee shall immediately notify the Selma Police Department of the name of the Person so excluded and the reason for the exclusion, and provide such other information required by the Selma Police Department.
5. No Person named in an order of exclusion shall fail to comply with the terms of such order. An order of exclusion shall be enforceable by Licensee by any lawful means, including a civil injunction proceeding or other appropriate remedy, in the Fresno County Superior Court or other court of competent jurisdiction, or by local law enforcement.
6. A Licensee may also exclude from all or any portion of the Licensed Card Room premises any Person who:
  - a. Is a Person, whose name appears on the list of Persons the Commission has determined are to be excluded or ejected from any gaming establishment pursuant to Business and Professions Code Section 19844 and any regulation adopted pursuant thereto; or
  - b. Has requested, pursuant to Section 12464 of Title IV of the California Code of Regulations, to be self-excluded from the Card Room.
  - c. Sections 21(B)(3), 21(B)(4) and 21(B)(5) of this Chapter shall not apply to the exclusion of any Person pursuant to this Section 21(B)(6) of this Chapter.

C. Indemnification

Licensee shall protect, indemnify, defend, and hold City, its City Council members, officers, employees, and agents harmless from and against any and all liability, loss, cost, demand, and obligation arising out of or relating from any injury or loss caused directly or indirectly by any cause whatsoever in connection with or incidental to Licensee removal or exclusion of any Person pursuant to this Section 21 of this Chapter.

**5-25-22 – PROTECTION OF MINORS.**

No Licensee or holder of an employee work permit shall knowingly or willingly permit or allow any Person under the age of eighteen (18) years at any time to be in or upon the part of the Card Room premises, nor shall any Licensee or holder of an employee work permit knowingly or willingly permit or allow any Person under the age of twenty-one (21) to play any of the Games authorized by the License. Notwithstanding, Persons under the age of twenty-one (21) shall be permitted in the following areas:

- A. An area, physically separated from any gambling area, for the exclusive purpose of dining. For purposes of this Section, any place where food or beverages are dispensed primarily by vending machines shall not constitute a place for dining;
- B. Restrooms; and
- C. A supervised room that is physically separated from any gambling area and used

exclusively for the purpose of entertainment or recreation.

**5-25-23 – REPORTING OF CRIMINAL ACTIVITY AND 911 CALLS.**

- A. Owner, Licensee, or employee shall immediately make a report to the Selma Police Department upon discovery of any conduct which raises a reasonable suspicion that a misdemeanor or felony crime has been committed on the Card Room premises. In addition, Owner, Licensee, or employee shall report any conduct which raises a reasonable suspicion of a violation of this Chapter to the Card Room Administrator within four (4) hours of its discovery.
- B. Licensee shall maintain a chronological criminal activity log and such other reports as the Card Room Administrator may determine are needed in order to effectively assist the Selma Police Department to carry out its law enforcement function and protect the public health, safety, and welfare.

**5-25-24 – EMPLOYEE WORK PERMITS.**

- A. A Person who desires to be employed by a Card Room in the City shall obtain an employee work permit. It is unlawful for any Licensed Card Room to employ any Person who does not have an employee work permit issued by the Chief of Police. The Chief of Police shall maintain a list of all current and past possessors of an employee work permit.
- B. Each and every independent contractor, vendor, or other third Person who performs work or services at the Card Room premises shall be approved by the Chief of Police prior to commencing any work or services at the Card Room premises. The Chief of Police, in his/her reasonable discretion, may require the independent contractor, vendor, or other third Person to submit an employee work permit application and follow the process set forth in this Section 24 of this Chapter and such Person or Persons together with Persons identified in Section 24(A) above, shall be designated Employee Applicants for purposes of this Section.
- C. Employee work permits may not be transferred or assigned in any manner.
- D. Any Person wishing to obtain an employee work permit from the City shall file an application with the Chief of Police. The Chief of Police shall process and review all applications for employee work permits in accordance with such rules and regulations as may be promulgated by the City in accordance with this Chapter. The application shall be completed and the Employee Applicant will be required to provide photographs and fingerprints, in addition to such other information as the application may require. The investigation and permitting fee for each prospective employee shall be determined and approved by the City Council as part of the City's Schedule of Fees. The Licensee may reimburse any employee work permit holder for the amount of the investigation and permitting fee.
- E. The Chief of Police shall immediately notify the Employee Applicant, in writing, if the application for an employee work permit is approved or denied. For a minimum of one (1) year from the revocation or denial of an employee work permit, the Employee Applicant or former permittee shall not reapply for an employee work permit absent a change in facts showing good cause.



- F. The Chief of Police shall, on behalf of the City, promptly upon receipt of such application, submit the completed application to the California State Department of Justice. The State Department of Justice shall provide summary criminal history information to the Chief of Police for the purpose of issuing work permits. Upon the receipt by the Chief of Police of such criminal history information, provided the criminal history information does not reveal any grounds set forth in Section 24(G) of this Chapter for denial of an application and the application does not require any additional investigation as determined by the Chief of Police, the Chief of Police shall approve the application within thirty (30) days.
- G. The Chief of Police may deny, suspend, or revoke an employee work permit, provided that such action is based on one or more of the following reasons:
1. The Employee Applicant has made any false statements in the application or any other information presented as part of the application, or the Employee Applicant has failed to disclose, misstated, or otherwise misled the City with respect to any fact contained in any application for a work permit;
  2. The Employee Applicant is less than twenty-one (21) years of age;
  3. The Employee Applicant has been convicted of, or failed to disclose a prior conviction of or pled no contest to, a felony or, in the case of a conviction by a federal court or a court in another state, a crime that would constitute a felony if committed in California;
  4. The Employee Applicant has been convicted of or pled no contest to, or failed to disclose a prior conviction of any misdemeanor involving dishonesty or moral turpitude within the ten-year period immediately preceding the submission of an application, unless the Employee Applicant has been granted relief pursuant to Section 1203.4, 1203.4a, or 1203.45 of the Penal Code; provided, however, that the granting of relief pursuant to these sections shall not constitute a limitation on the discretion of the City;
  5. Association of the Employee Applicant or employee with criminal profiteering activity or organized crimes, as defined by Section 186.2 of the Penal Code;
  6. The Employee Applicant has committed, attempted, or conspired to do any acts prohibited under the Gambling Control Act;
  7. The Employee Applicant has committed, attempted, or conspired to commit, any embezzlement or larceny against a gambling licensee or upon the premises of a Gambling Establishment;
  8. The Employee Applicant has been convicted in any jurisdiction of, or failed to disclose a prior conviction of, any offense involving or relating to gambling;
  9. The Employee Applicant has been refused, or failed to disclose the prior refusal of, the issuance of any license, permit, or approval to engage in or be involved with gambling or pari-mutuel wagering in any jurisdiction, or had the license, permit, or approval revoked or suspended;
  10. The Employee Applicant has been prohibited under color of governmental authority,

or failed to disclose a prior prohibition, from being present upon the premises of any licensed Gambling Establishment where pari-mutuel wagering is conducted, for any reason relating to improper gambling activities or any illegal act; or

11. Any applicable federal, State, or City law or regulation requires that the application be denied.
- H. The Chief of Police is authorized to issue temporary or conditional work permit pending a full investigation and processing of an employee work permit application, provided such temporary or conditional work permit may be revoked at any time based on any of the factors set forth in Section 24(G) of this Chapter. A revocation of the temporary or conditional work permit shall be considered a denial of the employee work permit application and the Employee Applicant may appeal such decision as provided in this Section 24(I) of this Chapter.
- I. If an application is denied by the Chief of Police, the Employee Applicant may appeal such denial by written notice to the Card Room Administrator within ten (10) calendar days of the denial decision. The Card Room Administrator shall cause a hearing to be held before a hearing officer within thirty (30) calendar days of receipt of such written notice requesting an appeal. The hearing officer may be an employee of the City provided the employee was not involved in the decision to deny the work permit application and will serve as an independent, neutral hearing officer. The hearing officer shall schedule and conduct such hearing in accordance with the rules and regulations promulgated in Municipal Code Title I, Chapter 20, Section 9. At the conclusion of such hearing, the hearing officer shall issue a decision in writing within fifteen (15) calendar days which shall reflect either the hearing officer's approval, conditional approval, or denial of the application. The hearing officer's decision shall be final and conclusive.
- J. The Chief of Police may issue an order summarily suspending or revoking a Person's work permit upon a finding that the suspension is necessary for the immediate preservation of the public peace, health, safety, or general welfare. The order is effective when served upon the holder of the permit. An order of summary suspension or revocation shall state the specific facts upon which the finding of necessity for the suspension or revocation is based. An order of summary suspension or revocation shall remain in effect for no more than thirty (30) calendar days, or until a final decision is rendered by a hearing officer appointed by the Card Room Administrator, whichever occurs last.
- K. In the event that a work permit is suspended or revoked, the holder of the permit may appeal the determination by submitting a written request to the Card Room Administrator no later than ten (10) calendar days from the date the notice was served upon the holder of the permit. A reasonable fee may be charged for the filing of a request for an appeal in accordance with the City's Schedule of Fees approved by the City Council. Upon receipt of the written request, the Card Room Administrator shall cause a hearing to be held before a hearing officer within thirty (30) calendar days in accordance with the procedures set forth in Section 22.I of this Chapter. Failure to submit a written request for a hearing within the ten (10) calendar days shall be deemed a waiver of the right of appeal. Except for an order summarily suspending or revoking a Person's work permit as described in Section 22.J of this Chapter, during the time period following the date the notice of suspension or revocation was issued and any time period prior to the scheduled appeal hearing date, any proposed action, including termination of the employee or any reduction in employee compensation shall be stayed pending final determination of the hearing officer. Upon the final decision or order of



the hearing officer suspending or revoking the permit, the holder of the permit may petition the Superior Court for the County of Fresno for judicial review pursuant to Section 1094.5 of the Code of Civil Procedure.

- L. The Application must be accompanied by a fee for the appeal of the denial of a work permit as set forth in this Chapter in an amount to be set and amended, from time to time, by the City Council. A Notice of Appeal will not be deemed received unless such fee is paid. When the application for an employee work permit is approved or conditionally approved, whether by the Chief of Police or the hearing officer, the City shall promptly issue an employee work permit to such employee and shall promptly so advise the Card Room employer in writing. Once issued, the employee work permit shall remain valid for a period of up to five (5) years or until it is revoked, suspended, or surrendered. The employee shall apply with the Chief of Police for a renewal of the employee work permit at least sixty (60) days prior to expiration of the employee work permit and pay the applicable renewal fee as approved by the City Council as part of the City's Schedule of Fees.
- M. The employee shall be required to visibly carry the employee work permit on his or her Person at all times while working on the Licensed Card Room premises. The employee work permit, or such other evidence of employment of each employee by the Card Room, shall be displayed on the Person of such employee in accordance with the rules established by the Card Room employer.
- N. When a Licensee terminates the employment of an employee for any reason whatsoever, the holder of the employee work permit shall immediately surrender his or her employee work permit to the Licensee who shall then promptly remit the same to the City.
- O. When all appeals of the denial, suspension, or revocation of an employee work permit have concluded, upon final and conclusive action by the hearing officer, or in the absence of any appeal, the holder of the employee work permit shall immediately surrender his or her employee work permit to the Licensee who shall then remit the same to the City. Upon the Licensee being advised in writing of the conclusion of such appeals upon such final and conclusive action of the hearing officer, or in the absence of any appeal, the Licensee shall immediately cease to employ the Employee Applicant at the Card Room.
- P. All information received by the City by means of an application for an employee work permit shall be treated as confidential and shall be accessible only to the Card Room Administrator and/or designee, the Police Department, the City Attorney, and, if determined appropriate by the Chief of Police or City Attorney, to the Permittee or Employee Applicant, or their attorney, unless otherwise authorized by law.
- Q. Licensee shall keep on file with the Selma Police Department and on the Card Room premises, as to each employee of the Card Room, a comprehensive employee list and the following current information:
  - A. Residence address;
  - B. Current occupation and employment;
  - C. Age, date of birth, height, weight, color of hair, and eyes;
  - D. Driver's license and social security numbers; and
  - E. A current full face photo of each owner, officer, employee, or agent of the Card Room.

The information kept on file at the Card Room Premises shall be made available on demand for viewing and copying by the Card Room Administrator or Selma Police Department.

#### **5-25-25 – DESIGNATION OF AGENT; UPDATING I NFORMATION**

- A. A Licensee shall designate an agent or agents who shall be authorized to act for Licensee with the City.
- B. Updating Information. Licensee shall ensure that all information submitted with the License Application including, but not limited to, contact information and the name, residence and business address of each partner, shareholder, principal officer, directors or other key personnel or employees of Licensee.

#### **5-25-26 – ADMINISTRATION BY THE CITY.**

- A. The City Manager shall designate a Card Room Administrator who will manage, coordinate, implement, and enforce all of the functions, powers, and duties as set forth in this Chapter. The Card Room Administrator shall report to the City Manager or Police Chief, as the City Manager deems appropriate.
- B. In conjunction with the City's departments, the Card Room Administrator shall:
  - 1. Coordinate the interaction of all of the City's department administrators with the Licensee, including but not limited to the City Manager, the City Attorney, the head of the Department of Finance, and the Chief of Police;
  - 2. Investigate the qualifications of License Applicants and prescribed all forms to be used for the investigation of the qualifications of License Applicants;
  - 3. Conduct investigations to:
    - a. Determine whether there has been any violation of this Chapter or of State or federal law;
    - b. Determine any facts, conditions, practices, or matters necessary to the enforcement of this Chapter;
    - c. Aid in promulgating regulations;
  - 4. Conduct audits and reviews of Card Room operations as described in this Chapter to assure compliance with the requirements of this Chapter;
  - 5. In conjunction with the Chief of Police, investigate and take any actions authorized under this Chapter regarding all work permit cases affecting the granting, renewal, suspension, revocation, and addition of limitations and conditions to any work permit;
  - 6. Investigate and take any actions authorized under this Chapter concerning regulatory action against Card Room Licensees and work permittees;
  - 7. Perform such other functions and duties and hold such powers as are specifically

conferred elsewhere in this Chapter; and

8. Perform such other functions related to the administration of this Chapter as he or she finds necessary or appropriate.
- C. Notwithstanding the provisions of Section 26(B) of this Chapter, the Card Room Administrator is not authorized to conduct criminal investigations. Criminal investigations shall be conducted separately by the Selma Police Department and not by the Card Room Administrator.

#### **5-25-27 – REGULATIONS.**

- A. The Card Room Administrator is authorized to promulgate all regulations necessary to implement the requirements and fulfill the policies of this Chapter, including, but not limited to the following subjects:
  1. Prescribe license and work permit application and renewal application forms and the scope of information required for licensing and permitting, including, but not limited to fingerprints, photographs, releases for criminal arrest, conviction, and other criminal history information, releases for financial, credit, business, and employment history, and certification of applicant responses under penalty of perjury;
  2. Procedures for investigating all applicants for licenses and work permits;
  3. Procedures for Card Rooms to accept negotiable instruments from patrons;
  4. Procedures for regulatory action on licenses and permits, and for suspension, revocation, renewal, and setting of limitations and conditions on work permits;
  5. Procedures for amendments to licenses and permits;
  6. Minimum security and surveillance controls by Card Rooms;
  7. Minimum internal controls for the effective control of internal Card Room fiscal and operational matters including, but not limited to the safeguarding of assets and revenues and maintenance of reliable records, accounts, and operations;
  8. Methods to assess and collect fees, late penalties, and interest;
  9. Criteria and procedures for reporting criminal or potential illegal activity on Card Room premises or connected with the operation of a Card Room to the police department; and
  10. Define and limit areas of operation of the Card Room and the rules of the controlled games that Card Rooms are permitted to play under this Chapter.
- B. All the regulations promulgated by the Card Room Administrator, provisional or final, shall have the force and effect of law.

#### **5-25-28 – VISIBILITY AND INSPECTION OF PREMISES.**



All rooms in which Games are played shall be accessible and visible to all patrons. Licensee shall permit the Card Room Administrator or any City official authorized by the Card Room Administrator to inspect the entire premises of the Card Room, including but not limited to Game areas, administrative areas, security areas, security and surveillance equipment, cash counting rooms, and vaults at any time without a search warrant.

#### **5-25-29 – ACCESS TO RECORDS.**

The Licensee shall allow the Card Room Administrator or his/her designee unrestricted access to inspect, copy, or otherwise remove all books, records, or security and surveillance equipment, video or photographs of the Card Room. Certain books and records are confidential and the contents thereof shall not become known except to the Persons charged by law with the administration of the provisions of this Chapter or pursuant to the order of any court of competent jurisdiction. All information obtained pursuant to this Chapter, or any statement or other information filed by Licensee, shall be treated as confidential and shall not be subject to public inspection, unless otherwise authorized or required by law. Notwithstanding, such information may be used in connection with the enforcement of this Chapter. Failure to give the City prompt access to records pursuant to this section shall constitute grounds for suspension or revocation of the License.

#### **5-25-30 – PATRON SAFETY AND SECURITY PLAN.**

Licensee shall provide and maintain security on the Card Room premises including the parking area. Licensee shall employ a professional security staff to monitor the activities on the Card Room premises and take all reasonable steps necessary to assure that employees, patrons, and visitors are not involved in criminal activity or victims of criminal activity. The Card Room Administrator and/or Chief of Police shall have the right to require amendments to the patron safety and security plan approved as part of the License application at any time that are, in his or her judgment, necessary to protect the public peace, health, safety, and welfare.

#### **5-25-31 – AUDITS.**

- A. Monthly Statement of Revenue. Each Licensee shall file with the Finance Director before the fifteenth (15<sup>th</sup>) day of each month for the prior month a statement, under oath, showing the true and correct amount of gross revenue derived from the card game business permitted by the License issued to or held by such Licensee for the preceding month. Such statements shall be accompanied by the payment of the correct amount of License Fee due and owing in accordance with the provisions of this Chapter. City's acceptance of these payments shall be subject to the City's right to audit the matters reported in the Monthly Statements of Revenue to determine the accuracy of the Monthly Statements of Revenues and whether or not the correct amount payable to the City has been paid pursuant to the audit provisions of this Chapter. Such Monthly Statement of Revenue shall be submitted in a format acceptable to the Finance Director. A signed Declaration Certificate shall be attached to the statement, or included therein, substantially in the following form:

I hereby declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

\_\_\_\_\_  
Licensee

- B. The Licensee shall submit to the Card Room Administrator an annual financial statement audit and shall include an Annual Statement of Revenue in the same form as a Monthly Statement of Revenue described in Section 31(A) of this Chapter. The financial statement shall be conducted by an independent certified public accountant licensed to practice in the State of California and shall be acceptable to the Card Room Administrator. The financial statement shall be submitted to the Card Room Administrator within seventy-five (75) days of the end of every calendar year.
- C. The Card Room Administrator may perform such financial compliance reviews and oversight of each Licensee as the Card Room Administrator considers necessary in order to assure that each Licensee is in full compliance with the requirements of this Chapter. The Card Room Administrator is authorized to contract for certified public accountants or other professionals that the Card Room Administrator considers necessary in order to conduct any independent audit or review or any compliance audit or review of Licensee.
- D. The Card Room Administrator has the right to review and approve any changes to the Licensee accounting and internal control plan approved with the License application before such changes are implemented. The Card Room Administrator shall have the right to require amendments to the accounting and internal control plan at any time that are, in his or her judgment, necessary to protect the public peace, health, safety, and welfare.
- E. All weekly reports, monthly statements of revenue annual financial statements, or documents submitted, provided to or obtained by the Card Room Administrator or City pursuant to this Section are proprietary information and shall remain confidential and not to be disclosed to any Person, unless otherwise required by law. In the event a request is made from a third party for any information set forth in this Section or for any other information provided on a confidential basis to the City by the Licensee, the City will provide Licensee with reasonable and adequate notice to seek a protection from disclosure by a court of competent jurisdiction.
- F. Failure to comply with the audit provision of this Section 31 shall constitute ground for revocation or suspension of the License.

**5-25-32 – NONDISCRIMINATION—COMPLIANCE WITH LAWS AND REGULATIONS.**

- A. The Licensee shall not unlawfully discriminate nor permit any unlawful discrimination in connection with the operation of the Card Room, including, but not limited to any unlawful discrimination based upon race, sex, marital status, age, color, creed, religion, national origin, or ancestry.
- B. The Licensee shall use its best efforts to employ as many Persons as reasonably possible who live within the City, who reflect the demographic makeup of the City, and who otherwise satisfy the employment requirements of the Card Room. The Licensee may request the City to use City facilities to obtain employees and shall advertise in publications that are circulated in the general area of the Licensee's location.
- C. The Licensee will from time to time, upon request by the City, furnish to the City reasonable data concerning the nature of the efforts by the Licensee to otherwise comply with this Section.

**5-25-33 – AMENDMENTS.**

- A. The people of the City reserve the right and power to amend any and all provisions of this Chapter. Any amendment to this Chapter may not violate any provision of State or federal law or the final judgment of a court of competent jurisdiction.
- B. Subject to the exceptions in this Section 33(B), the City Council may, without a vote of the electorate, amend any of the provisions of this Chapter.
  - 1. The City Council may not limit without the vote of the electorate:
    - a. The types of Games in Section 18 of this Chapter; or
    - b. The limits on wagers in Section 19 of this Chapter.
  - 2. The City Council may without the vote of the electorate:
    - a. Increase the number of tables that may be offered in a Card Room or throughout the City as set forth in Section 20 of this Chapter. Any increase in the number of tables must be consistent with State law. The City council has no authority to decrease the number of tables under that Section without the vote of the electorate.

**5-25-34 – PROHIBITED GAMBLING.**

- A. Except as provided in this Chapter, no Person shall deal, play, carry on, open, cause to be opened, or conduct any Game prohibited by State or federal law.
- B. It is unlawful for any Person, firm, corporation or association, owning, leasing, managing, controlling, or having any interest in any property or premises lying within the City to allow the operation of any Game prohibited by State or federal law on such property or premises.

**5-25-35 – RESPONSIBLE GAMBLING PROGRAM FOR EMPLOYEES.**

- A. Each Licensee shall provide to its employees a responsible gambling program that will include, at a minimum, the following elements:
  - 1. An employee assistance program;
  - 2. Mandatory referral of employees who appear to be at risk for compulsive gambling; and
  - 3. Provision of literature to employees on problem gambling and a list of referrals to agencies in the Fresno County Area with programs for problem gamblers.
- B. Each Licensee shall provide the Card Room Administrator with an annual plan for a responsible gambling program that includes the program elements listed in this Section 33 of this Chapter.
- C. No employee of a Card Room Licensee, with the exception of a proposition player, shall play any permissible game during the employee's work hours, including any paid or unpaid breaks



in the employee's work hours.

- D. No Licensee shall allow, permit, or suffer any employee of the Licensee, with the exception of proposition player, to play any permissible game during the employee's work hours, including any paid or unpaid breaks in the employee's work hours.
- E. Each Licensee is encouraged to undertake further efforts beyond the minimum responsible gambling program required by this Chapter.

#### **5-25-36 – RESPONSIBLE GAMBLING PROGRAM FOR PATRONS.**

- A. Each Licensee shall make literature on problem or compulsive gambling easily available in locations visible to patrons in the Card Room.
- B. If literature on problem or compulsive gambling is reasonably available in English, Spanish, Vietnamese, Tagalog, Mandarin, and/or Cantonese-Chinese, then the Licensee shall be required to make such literature easily available.
- C. Each Licensee shall participate in any State-required responsible gambling program for patrons and make all required payments to the State to support such programs.

#### **5-25-37 – PATRON DEPOSIT ACCOUNTS AND CREDIT.**

- A. No Licensee, employee, funded player, or otherwise shall:
  - 1. Provide any loan or credit to any patron including offering any loan or credit involving currency, checks, or other negotiable instruments, or any other thing of value or any representation of value.

#### **5-25-38 – ENFORCEMENT.**

Violation of any provision of this Chapter may be enforced in any manner authorized by this Chapter, the Municipal Code, or in law or equity.

#### **5-25-39 – NO VESTED RIGHT.**

This Chapter did not create any vested or other property right of any kind in any Licensee, point holder, employee, person or entity.

### **SECTION 5. AMENDMENT TO MUNICIPAL CODE TITLE 6, CHAPTER 1, SECTION 13**

Title 6, Chapter 1, Section 13 of the Selma City Code is hereby amended as follows:

“Except as provided in Title 5, Chapter 25 of the Selma Municipal Code, it shall be unlawful for any person to draw, play or conduct, either as an owner, employee or lessee, whether or not for hire, any game played with cards, dice or any other device for money, checks, credit representative of value.”

### **SECTION 6. SEVERABILITY**

The provisions of this Ordinance are separable, and the invalidity of any phrase, clause, provision, or part

shall not affect the validity of the remainder. Except for those provisions of this Chapter providing for the payment of License Fees and the allowing of a License for legal gambling and gaming within the City shall not be severable from the other. If the requirements of this Chapter relating to the payment of License Fees are subsequently amended, held to be invalid or unenforceable for any reason by the final judgment of a court of competent jurisdiction or superseded by any statute then this Chapter in its entirety shall thereupon become null and void and the license issued pursuant to this Chapter shall likewise become null and void and any gaming or gambling authorized by this statute within the City shall thereupon become unlawful to the same extent as such activity was unlawful prior to the adoption of this Chapter.

#### **SECTION 7. EFFECTIVE DATE**

This Chapter, and all of the provisions thereof, shall become effective as set forth in Section 1, Chapter \_\_\_\_\_ of the Ordinance.

## UNSECURED NON-NEGOTIABLE PROMISSORY NOTE

I, Dwight Nelson promise to pay the City of Selma on demand the following:

1. The amount of all invoices presented to or paid by the City of Selma by the Fresno County Clerk/Registrar of Voters for conducting the election on a measure authorizing a licensed gambling establishment in the City of Selma;
2. The amount of all invoices received or paid by the City of Selma for publication of any notice of any public hearing on a proposed ordinance approving a licensed gaming establishing in the City of Selma; and
3. The amount of all invoices of consultants, including attorneys, and the fully-burdened hourly rate for staff time verified by the City Manager for time spent on the processing of a proposed ordinance approving a licensed gambling establishment in the City of Selma or a resolution placing the adoption of such an ordinance on the ballot as a measure to be approved by the voters.

This non-negotiable unsecured promissory note is executed by me on November 18, 2019 at Selma, California. This Note is specifically for payment of costs incurred by the City of Selma in processing the adoption and presentation to the voters of a measure for establishment of a single cardroom in the City and I acknowledge having received estimates of each item of cost referred to in this Note and that the precise amount payable to the City will not be known or ascertainable until after March 3, 2020.

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Dwight Nelson

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Date



**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA CALLING AND GIVING NOTICE OF, ON ITS OWN MOTION, THE SUBMISSION TO THE ELECTORS OF THE CITY OF SELMA AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON MARCH 3, 2020 A BALLOT MEASURE PROPOSAL TO ADD CHAPTER \_\_ TO TITLE \_\_ OF THE MUNICIPAL CODE REGARDING ISSUANCE OF A LICENSE TO OPERATE A CARDROOM IN COMPLIANCE WITH STATE LAW**

**WHEREAS**, the City of Selma is in the need of additional funding to enhance its ability to provide public safety, street maintenance, recreational programs, and other general public services, to enhance the quality of life of Selma residents; and

**WHEREAS**, many of the existing seventy-three (73) State-licensed cardrooms listed on the Department of Justice's Bureau of Gambling Control's webpage are significant sources of local tax revenue that can fund staffing, economic development, and public infrastructure projects; and

**WHEREAS**, the State's Gambling Control Act, provisions in the State's Penal Code, the State's regulations and local gambling ordinances provide comprehensive regulatory frameworks so that the Gambling Control Commission, State Department of Justice's Bureau of Gambling Control and local jurisdictions can ensure that legalized gambling in cardrooms is highly regulated and problem gambling is controlled; and

**WHEREAS**, among other regulatory roles: the Gambling Control Commission licenses cardrooms, key employees, and employees on a periodic basis; and the Bureau of Gambling Control performs background checks as part of the Commission's licensing process and authorizes games for play in cardrooms only if they are legal under California law; and

**WHEREAS**, the revenue to the City from a single cardroom license could generate revenue to pay for additional police officers, firefighters, street maintenance, recreational programs, and other general governmental services and programs; and

**WHEREAS**, Business and Professions Code Section 19960(c) requires that the voters of a city must be asked to approve any measure that permits controlled gambling within the city; and

**WHEREAS**, pursuant to California Elections Code Section 9222, the City Council has authority to place propositions on the ballot to be considered at a General Municipal Election; and

**WHEREAS**, the City Council has called a General Municipal Election to be consolidated with the statewide Presidential Primary Election on Tuesday, March 3, 2020; and

**WHEREAS**, the City Council desires to submit to the electors of the City of Selma at the General Municipal Election on Tuesday, March 3, 2020 a ballot measure proposal to add Chapter \_\_ to Title \_\_ of the Municipal Code to allow the City to issue a single license to operate a cardroom within the City in compliance with State law.

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

1. **Record.** The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. **CEQA.** The proposed City Council action is not a “project” under the California Environmental Quality Act of 1970 (“CEQA”), as amended, and any implementing local or State guidelines. Specifically, the proposed City Council action is not a “project” under CEQA Guidelines Section 15378 because it does not have the potential to result in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. The possibility of any indirect physical change in the environment resulting from the City Council’s action is too speculative to require environmental review under CEQA because of (a) the need for State legislation; (b) the need for voter approval; and (c) the need for future environmental discretionary permits to be approved by the City Council. Even if all three (3) of these speculative and necessary prerequisites were to occur, any potential physical changes in the environment would still be subject to CEQA review in connection with the City Council’s consideration of the required discretionary permits.

The proposed City Council action is also exempt from CEQA under CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment (for the reasons described in the preceding paragraph).

The proposed City Council action is also exempt from CEQA under CEQA Guidelines Section 15273 (Rates, Tolls, Fares and Charges) because the City Council action is to raise revenue for the City of Selma to assist in funding for public safety, capital improvements, recreational programs, and other general governmental services.

3. **Submission of Ballot Measure.** Pursuant to California Revenue and Taxation Code Section 7285.9, Elections Code Section 9222, and any other applicable requirements of the laws of the State of California relating to general law cities, the City Council, by a 2/3 supermajority vote, hereby calls and orders to be held in the City of Selma on Tuesday, March 3, 2020, a General Municipal Election for the purpose of submitting the proposed Ordinance No. \_\_\_\_ attached as Exhibit A to this Resolution and incorporated herein by this reference to the qualified electors of the City, the “Measure”, with said election to be held and consolidated with the Presidential Primary Election on Tuesday, March 3, 2020.

- a. **Ballot Measure.** The ballot measure will be placed on the ballot for the March 3, 2020 election in the following form:

**Shall one licensed gambling establishment in which any controlled games permitted by law, such as draw poker, low- ball poker, panguine (pan), seven-card stud, or other lawful card games or tile games, are played, be allowed in the City of Selma?**

YES	
NO	

- b. **Implementing Ordinance.** The proposed Ordinance No. \_\_\_\_ attached as Exhibit A shall appear in full in the sample ballot pamphlet in accordance with California Business and Professions Code Section 19960(c)(2).
  - c. **Placement on the Ballot.** A statement shall be printed in the ballot pursuant to California Elections Code Section 9223 advising voters that they may obtain a copy of this Resolution, the Ballot Ordinance and/or ballot measure, at no cost, upon request made to the City Clerk.
- 4. **Election Official.** Pursuant to California Elections Code Section 12111 and California Government Code Section 6061, the City Council hereby directs the City Elections Official to (a) cause a notice and synopsis of the proposed measure to be published in the Selma Enterprise, a newspaper of general circulation within the City of Selma; and (b) do all other things required by law to submit the specified measure to the electors of the City of Selma at the General Municipal Election scheduled for March 3, 2020, including causing the full text of the proposed ordinance to be made available in the Office of the City Clerk at no cost and posted on the City Clerk's website.
  - 5. **Consolidated Election.** Pursuant to the requirements of California Elections Code Section 10403, the Board of Supervisors of the County of Fresno County is hereby requested to consent and agree to the consolidation of a General Municipal Election with the statewide Presidential Primary Election to be held on Tuesday, March 3, 2020 for the purpose of submitting the ballot measure to the voters of the City of Selma. The City of Selma requests the services of the Board of Supervisors of the County of Fresno and the Registrar of Voters of the County of Fresno to conduct said General Municipal Election and to consolidate such election. The Registrar of Voters is requested to provide all necessary election services and to canvass the returns of the General Municipal Election. The City of Selma shall reimburse the County of Fresno for services performed when the election is completed and upon presentation to the City of Selma of a properly approved bill.
  - 6. **Impartial Analysis.** The City Council hereby directs the City Attorney to prepare an impartial analysis of the ballot measure not to exceed five hundred (500) words in accordance with California Elections Code Section 9280.
  - 7. **Arguments in Favor.** Pursuant to California Elections Code Sections 9282-9287, the City Council hereby approves the Mayor and/or designee to prepare and submit a written argument in favor of the proposed ballot measure, not to exceed three hundred (300) words in length, on behalf of the City Council. Such written argument in favor of the proposed measure may include up to five (5) signatures in accordance with California Elections Code Section 9283.
  - 8. **Arguments For and Against; Rebuttals.** The City Council hereby authorizes arguments for and against the ballot measure and rebuttal arguments to be filed in accordance with California Elections Code Section 9282-9287, and establishes December 16, 2019 at 5:00 p.m. (PST), as the deadline to file arguments for and against the ballot measure, and December 26, 2019 at 5:00 p.m. (PST), as the deadline to file rebuttal arguments. The City Council hereby approves the submittal of rebuttal arguments in response to arguments for and against the ballot measure and authorizes any member or members of the City Council to author and submit a rebuttal, if any.
  - 9. **Public Examination Periods.** The City Council hereby establishes December 17, 2019 through December 26, 2019, as the ten (10) calendar day examination period required by



California Elections Code Section 9295 with respect to arguments for and against the ballot measure and the impartial analysis. Voters may examine the ballot measure, the impartial analysis, the argument for the ballot measure and the argument against the ballot measure in the Office of the City Clerk at 1710 Tucker Street, Selma, California 93662, between the hours of 8:00 a.m. and 5:00 p.m. (PST), Monday through Friday during such period.

The City Council hereby establishes December 27, 2019 through January 5, 2020, as the ten (10) calendar day examination period required by California Elections Code Section 9295 with respect to any rebuttal arguments. Voters may examine the ballot measure, the impartial analysis, the argument for the ballot measure, the argument against the ballot measure, and any rebuttal arguments in the Office of the City Clerk at 1710 Tucker Street, Selma, California 93662, between the hours of 8:00 a.m. and 5:00 p.m. (PST), Monday through Friday during such period.

10. **Compliance with Law.** In all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections.
11. **Certified Copy.** The City Council also directs the City Clerk to forward without delay to the Board of Supervisors of the County of Fresno and County Elections Official, each, a certified copy of this Resolution, including the proposed Ordinance No. \_\_\_\_ attached hereto as Exhibit A.
12. **Miscellaneous.** The City Manager is authorized to make changes to the language of this resolution, including but not limited to the date for submission of arguments for or against the measure, the Measure to be voted on and the attached Ordinance to conform to any requirements of the Fresno County Registrar of Voters that does not alter the substantive terms of these enactments.
13. **Effective.** This Resolution shall take effect upon its adoption.

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

COUNCILMEMBERS:

COUNCILMEMBERS:

COUNCILMEMBERS:

COUNCILMEMBERS:

ATTEST:

APPROVED:

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Reyna Rivera, City Clerk

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Scott Robertson, Mayor

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

November 18, 2019

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**ITEM NO:** 10.

**SUBJECT:** Consideration and authorization for City Manager to execute all agreements to implement the Central Valley Job Training Center Program in the City of Selma

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**RECOMMENDATION:** Authorize the City Manager to execute the following items:

- A) Execute the High-Speed Rail Authority contract to establish the Central Valley Job Training Center Program,
  - B) Execute the Professional Services Agreement with Fresno County Economic Development Corporation, and
  - C) Execute the Letter of Intent ("LOI") and Lease that incorporates the terms in the LOI for the training facility location and any other documents necessary pertaining to property.
- 
- 

**BACKGROUND:** The California High-Speed Rail Authority ("HSRA") is responsible for the planning, design, construction and operation of the first high-speed rail in the nation ("HSR Project"). The California high-speed rail system will connect the mega-regions of the State, contribute to economic development and a cleaner environment, create jobs and preserve agricultural protected lands. The current focus of this project is to complete 117-mile segment in the Central Valley that will stretch from Merced to Bakersfield.

In 2014, the Authority approved the Final Environmental Impact Report/Environmental Impact Statement ("EIR/EIS") for the Fresno to Bakersfield section of the HSR Project. A Mitigation Monitoring and Enforcement Plan ("MMEP") was prepared for the Fresno to Bakersfield Section of the HSR Project to adhere to Council on Environment Quality's ("CEQ") regulations and Federal Railroad Administration ("FRA") Procedures for Considering Environmental Impacts. As part of the MMEP, a commitment to develop special recruitment, training, and job set-aside programs to benefit minority and low-income populations in that Project section was made.

**DISCUSSION:** In order to fulfill the EIR obligations the HSRA has requested to contract with the City of Selma to develop, manage, and implement a job training program. This program will target but is not limited to women, minorities, veterans, ex-offenders, at risk and disconnected young adults, and other underrepresented individuals residing in Fresno, Kings, Tulare, Madera, Merced, and Kern Counties. Within a course of a year, multiple classes will be held with an estimated class size of 35-40 students. The total annual budget of \$832,125 for this program will be fully reimbursed by HSRA. The contract between the City and HSRA is attached as Exhibit A. The scope of work for this program is as follows:

- Outreach and Recruitment
- Pre-Apprenticeship Training
- Job Placement and Counseling
- Job Retention Assistance
- Mentoring
- Performance Measures and Contract Management

To assist with these tasks, the City issued a Request for Proposals (RFP) on September 5, 2019. Upon closing of the RFP, the City received one proposal from the Fresno County Economic Development Corporation ("EDC"). The EDC will be tasked with all of the above mentioned scope of work, while the City will maintain oversight, secure the training site, and purchase equipment plus other start-up costs needed for the program. The requested amount to perform these services is \$399,995. The agreed upon professional service agreement between the City and the EDC is attached as Exhibit B.

In preparation of execution of this contract, City Staff reviewed available locations within it city limits to hold the training classes. The only facility that fit the necessary open space requirements was the location at 1775 Park Street. After negotiating terms, the property owner is willing to accept our Letter of Intent (LOI) at the rate of \$.28 per square foot, per month NNN (\$8,064/mo. NNN) for one year with an option to extend for an additional year. The LOI, for the City to lease the property, is attached as Exhibit C. In addition, some small site improvements will be performed as part the lease agreement but the training program students will perform these improvements as part of their curriculum.


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**RECOMMENDATION:** Authorize the City Manager to execute the following items:

- A) Execute the High Speed Rail Authority contract to establish the Central Valley Job Training Center Program,
- B) Execute the Professional Services Agreement with Fresno County Economic Development Corporation, and
- C) Execute the Letter of Intent (LOI) and Lease that incorporates the terms in the LOI for the training facility location and any other documents necessary pertaining to property.

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/s/  
Isaac Moreno, Assistant City Manager

  
Teresa Gallavan, City Manager

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11/14/2019  
Date

11-14-19  
Date



**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

HSR19-28

PURCHASING AUTHORITY NUMBER (If Applicable)

2665

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California High-Speed Rail Authority

CONTRACTOR NAME

City of Selma

2. The term of this Agreement is:

START DATE

December 1, 2019, or upon approval by DGS, whichever is later

THROUGH END DATE

November 30, 2021

3. The maximum amount of this Agreement is:

\$832,125.00 Eight Hundred Thirty-Two Thousand, One Hundred Twenty-Five Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	5
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C *	General Terms and Conditions	1
Exhibit D	Special Terms and Conditions	6
Exhibit E	Additional Provisions	1
Exhibit F	Federal Terms and Conditions	8
Attachment 1	Mitigation Monitoring and Enforcement Program	1
Attachment 2	Training Facility Budget	1

*Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>***IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Selma

CONTRACTOR BUSINESS ADDRESS

1710 Tucker Street

CITY

Selma

STATE

CA

ZIP

93662

PRINTED NAME OF PERSON SIGNING

Teresa Gallavan

TITLE

City Manager

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

HSR19-28

PURCHASING AUTHORITY NUMBER (If Applicable)

2665

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

California High-Speed Rail Authority

CONTRACTING AGENCY ADDRESS

770 L Street, Suite 620

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Jeannie Jones

TITLE

Chief Administrative Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

## EXHIBIT A: SCOPE OF WORK

### 1. BACKGROUND AND PURPOSE

- 1.1 The California High-Speed Rail Authority (Authority) is responsible for the planning, design, construction and operation of the first high-speed rail system in the nation (HSR Project). The California high-speed rail system will connect the mega-regions of the State, contribute to economic development and a cleaner environment, create jobs and preserve agricultural and protected lands. By 2033, high-speed rail will run from San Francisco to the Los Angeles basin in under three hours at speeds of over 200 miles per hour. The System will eventually extend to Sacramento and San Diego, totaling 800 miles with up to 24 stations. In addition, the Authority is working with regional partners to implement a statewide rail modernization plan that will invest billions of dollars in local and regional rail lines to meet the State's 21st century transportation needs. The Authority is currently engaged in a program that has various projects under current provisions of Section 2704 *et seq.* of the Streets and Highways Code and Sections 185000 *et seq.* of the Public Utility Code.
- 1.2 The Authority may enter into agreements with private and public entities for design, construction and operation of high-speed rail trains, including all tasks and segments thereof pursuant to California Public Utilities Code Section 185036.
- 1.3 This Agreement (Agreement) is between the Authority, an agency of the State of California, and the City of Selma (Contractor), a California Municipal Corporation, whose principal mailing address for this purpose of this Agreement is 1710 Tucker Street, Selma, CA 93662.
- 1.4 The Contractor, under the authority of local ordinances, and applicable laws, is authorized to perform the services set forth in this Agreement.
- 1.5 In 2014, the Authority approved the Final Environmental Impact Report/ Environmental Impact Statement (Final EIR/EIS) for the Fresno to Bakersfield section of the HSR Project. A Mitigation Monitoring and Enforcement Plan (MMEP) was prepared for the Fresno to Bakersfield Section of the HSR Project to adhere to the Council on Environment Quality's (CEQ) regulations and Federal Railroad Administration (FRA) Procedures for Considering Environmental Impacts. As part of the MMEP, a commitment to develop special recruitment, training, and job set-aside programs to benefit minority and low-income populations in that Project section was made. This commitment will be fulfilled through this Agreement between the Authority and the City of Selma. A copy of the required mitigation measures is attached hereto as Attachment 1, MMEP Document.

### 2. CONTRACT MANAGEMENT/NOTICES

All inquiries and notices during the term of this Agreement will be directed to the representatives identified below:

Authority	Contractor
Contract Manager: Marc Barrie	Contract Manager: Teresa Gallavan
Address: 1111 H Street, Suite 200 Fresno, CA 93721	Address: 1710 Tucker Street Selma, CA 93662
Phone: (559) 445-5158	Phone: 559-891-2205 (ext. 3131)
e-mail: marc.barrie@hsr.ca.gov	e-mail: teresag@cityofselma.com

Contract Managers may be changed without amendment, as specified in Exhibit D, Section 1.



### 3. SCOPE OF WORK

It is understood among the parties, that the Contractor will establish a training center and provide a training program (Program) in the City of Selma, serving at risk and disconnected young adults, and veterans from the cities within the Counties of Fresno, Kings, Tulare, Kern, Madera and Merced County for the purpose of workforce development through career opportunities for the High-Speed Rail Project.

#### 3.2. Responsibilities of the Authority:

- 3.2.1. The Authority will reimburse the Contractor for the actual costs incurred in the fulfillment to the obligations in Section 3, Scope of Work.

#### 3.3. Responsibilities of the Contractor:

- 3.3.1. The Contractor is responsible for all steps required to fulfill the Authority's commitment as part of the Mitigation Monitoring and Reporting Program (MMRP) set forth in the Socioeconomics Mitigation Measure #6 (SO-MM#6), by developing a special training program aimed at aiding minority and low-income populations as part of Environmental Justice mitigation efforts. The specific mitigation measures for which the Contractor is responsible to implement are set forth in Attachment 1.
- 3.3.2. The Contractor will be responsible for carrying out work as outlined in Section 4, Tasks.
- 3.3.3. Approval, authorization, certification, consent, decision, exemption, filing, lease, license, permit, agreement, concession, grant, franchise, registration, or filing, required by or with any governmental entity in order to design and implement the satellite campus.
- 3.3.4. Verifying and affirmatively certifying to the Authority that all expenses incurred and submitted to the Authority for payment are allowable costs under the terms of this Agreement.
- 3.3.5. Procuring and administering any agreement for design and/or permitting of the training center.
- 3.3.6. The Contractor understands and agrees that the purpose of this Agreement is for mitigation. If the training center is not completed, the Contractor acknowledges that alternative mitigation may be necessary due to the construction of the HSR Project and the Authority may exercise its right to pursue alternative mitigation. The Authority acknowledges and agrees that the Contractor is not responsible for any alternative mitigation.

#### 3.4. Schedule

- 3.4.1. Performance of the work described in Section above shall commence upon no later than thirty (30) days from receipt of a Notice to Proceed (NTP) for each task and sub-task. Unless terminated as provided herein, the work shall continue until earlier of (i) completion of the work or (ii) expiration of the term, unless otherwise extended in writing pursuant to Exhibit D, Section 1.

#### 4. TASKS

##### 4.1. Task 1 – Outreach and Recruitment

Local High-Speed Rail Business Support: The Contractor recognizes the need to coordinate service and resources with the Authority and local partners and shall create a team, to be called the “High-Speed Rail Coordination Team”, to better assist public outreach and coordination with the Authority.

- 4.1.1. Provide outreach and recruitment services to women, minorities, veterans, ex-offenders, and other underrepresented individuals residing in Fresno, King, Tulare, Madera, Merced, and Kern Counties. Implement Outreach workshops, develop marketing material, market training facility in local media venues, partner with local community colleges and high schools to recruit students, and partner with nonprofits that target underrepresented individuals.
- 4.1.2. Recruit an initial class of 35-40 students of Fresno, King, Tulare, Madera, Merced, and Kern County residents.
- 4.1.3. Contractor shall market the program to local businesses to provide job placement opportunities to program participants. Marketing shall include television, radio, social media and print advertising, highlighting the program’s success, and business and job-seeker testimonials.

##### 4.2. Task 2 – Pre-Apprenticeship Training

- 4.2.1. Provide hands-on pre-apprenticeship highway and construction training along with industry specific certifications.
- 4.2.2. Create and develop curriculum and course work with the various skilled labor trades.
- 4.2.3. The pre-apprenticeship curriculum will provide at least sixteen (16) weeks of customized classroom instruction and hands-on instructional project work. Contractor will offer a minimum of three (3) class sessions per year.
- 4.2.4. Training will include both group and individual instruction.
- 4.2.5. Hands-on shop training will be conducted and supervised by skilled craft-persons (full journey-man) in the trade being performed.
- 4.2.6. All equipment, tools, instruments, materials, textbooks, and supplies necessary for the pre-apprenticeship training and job placement services will be provided to students.
- 4.2.7. Key components of the curriculum will include, but are not necessarily limited to:
  - 4.2.7.1. Orientation to the construction industry and the apprenticeship structure
  - 4.2.7.2. Construction related physical fitness training and job safety
  - 4.2.7.3. Applied math for construction purposes
  - 4.2.7.4. Surveying and blueprint reading
  - 4.2.7.5. Tool and material identification
  - 4.2.7.6. Fundamentals of structural steel and ironwork
  - 4.2.7.7. Fundamentals of framing, form, foundation work, and cement work



- 4.2.7.8. Basic electrical and wiring work
- 4.2.7.9. Basic elements of plumbing
- 4.2.7.10. Hazardous waste and lead abatement training
- 4.2.7.11. Confined space training
- 4.2.7.12. On-line training in emerging environmental technologies
- 4.2.7.13. Computer Assisted Drafting (CAD)

4.3. Task 3 – Job Placement and Counseling

- 4.3.1. The Contractor will provide complete job search, counseling, and placement services to all students who graduate from the Program, including coordination with the Authority and its Consultants, Contractors and subcontractors to fulfill skilled labor needs for the Phase 1 segment of the HSR Project.
- 4.3.2. Meet and greet events will be conducted in order to connect graduates of the Program with potential employers.
- 4.3.3. Counseling will include guidance on job search efforts, however, students will be expected to conduct job search efforts on their own.

4.4. Task 4 – Job Retention Assistance

- 4.4.1. The Contractor will provide job retention assistance and follow-up services to all placements from the Program.
- 4.4.2. Once placement is made, initial follow-up will occur on start date, with additional check-ins on a monthly basis to continue for a full year post placement. Check-ins may be conducted in person or by telephone.
- 4.4.3. If staff find that a student faces a barrier to retaining employment, staff will assist the student in accessing resources to help them remain employed. If a student loses employment, staff will assist with identifying other employment options and helping the student to gain other employment.

4.5. Task 5 – Mentoring

- 4.5.1. As part of job retention assistance and follow-up services, the Contractor will provide on-the-job mentoring to ensure continued participation and success of Program graduates.

4.6. Task 6 – Performance Measures and Contract Management

- 4.6.1. Kick off Meeting: The Contractor shall participate in a kick-off meeting between the Contractor and the Authority, and regular monthly meetings thereafter, as scheduled by mutual agreement. The Contractor's Contract Manager and Authority's Contract Manager shall attend this meeting. The administrative and technical aspects of this Agreement will be discussed.
- 4.6.2. Administrative duties shall include, but not be limited to, the following: documentation, progress reports, task deliverables, invoice preparation, and preparation of the Final Report.
- 4.6.3. A subcontractor is defined as a firm or individual experts or consultants with expertise to supplement the Contractor's expertise. The Contractor shall manage and coordinate all



subcontracts and is responsible for the quality of all subcontractor work and activities. The Authority will assign all work to the Contractor.

## **5. REPORTS**

5.1 The Contractor shall provide monthly progress reports with the information necessary to update the Authority on the status of the Program and the fulfillment of mitigation measures.

5.1.1 The monthly report shall contain the following:

- 5.1.1.1 Number of students enrolled in the program for the report month.
- 5.1.1.2 Number of hours of training received by each student during the report month.
- 5.1.1.3 Number of students placed into jobs during the month, listed by zip code, occupation, employer, or apprenticeship program address and phone number.
- 5.1.1.4 An audit of the expenditures of the funds provided to the Contractor pursuant to this Agreement.

5.2 The Contractor shall provide a Final Report to the Authority's Contract Manager within sixty (60) days of the earlier of: a) completion of all Contractor's obligations under this Agreement; b) the expenditure of all the funds provided to the Contractor under this Agreement; or c) termination of this Agreement pursuant to its terms. The Final Report will summarize all pertinent activities and accomplishments during the full course of the program.

5.2.1 The Final Report will include:

- 5.2.1.1 Findings, conclusions, and recommendations from the Program.
- 5.2.1.2 Quantified data qualified for measurement purposes to include placement and retention data for the Program, and for post-Program employment.

5.3 In handling all data, the Contractor shall follow guidelines as set forth in the California Information Practices Act of 1977. Data collected for the purposes of reporting shall not be held or reported in a manner that is personally identifiable. Data shall be self-reported and stored separately from any personally identifiable information that the Contractor may have about participants of the program.

## **6. NOTICE TO PROCEED**

6.1. The Authority will issue a Notice to Proceed (NTP) to the Contractor to commence work after the execution of the Agreement by both Parties. No work shall be initiated by the Contractor prior to execution of the Agreement and the NTP has been provided by the Authority's Contract Manager.

## **EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS**

### **1 BUDGET CONTINGENCY CLAUSE**

- 1.1 It is mutually agreed that this Agreement shall be of no further force and effect if the Budget Act of the current year and/or any subsequent years, if applicable, covered under this Agreement does not appropriate sufficient funds for the work identified in Exhibit A. In this event, the Authority shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provision of this Agreement.
- 1.2 After execution or commencement of this Agreement, if the funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this project, the Authority shall have the option to either: 1) cancel this Agreement with no further liability occurring to the Authority; or 2) offer an Agreement amendment to the Contractor to reflect the reduced amount.
- 1.3 This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.
- 1.4 The Authority shall notify Contractor within five (5) business days of Authority's receipt of any notice that funds were not approved and/or reduced for the program.

### **2 INVOICING AND PAYMENT**

- 2.1 For services appropriately rendered in accordance with the terms of this Agreement, and upon receipt and approval of the invoices by the Authority Contract Manager, the Authority agrees to reimburse the Contractor. The Contractor agrees to compensate all subcontractors with the same payment structure.

Rates and costs shall not exceed the rates and costs identified in Attachment 2, Training Facility Budget.

- 2.1.1 No payment shall be made in advance of services rendered.
- 2.1.2 The total amount payable by the Authority for this Agreement shall not exceed the amount on the STD 213. It is understood and agreed that this total is the maximum amount payable to the Contractor and the actual amount of work requested by the Authority may be less.
- 2.1.3 The Contractor shall provide one (1) paper original and two (2) copies of the invoice for payment. Invoices shall be submitted no more than monthly in arrears and no later than thirty (30) calendar days after completion of each billing period or upon completion of a task to:

Financial Office  
California High-Speed Rail Authority  
770 L Street, Suite 620 MS 3  
Sacramento, CA 95814

[accountspayable@hsr.ca.gov](mailto:accountspayable@hsr.ca.gov)

(1 original and 2 copies)

AND



The Contractor shall also submit (electronically) one additional copy of the invoice in Comma Separated Values (CSV) format and supporting documentation to the Authority's Contract Manager or designee at the address identified in Exhibit A.

### **3 INVOICE CONTENT**

- 3.1 The Authority will accept computer generated or electronically transmitted invoices. The date of "invoice receipt" shall be the date the Authority receives the paper copy at the address listed in Section 2.1.3 of this Exhibit.
- 3.2 An invoice shall consist of, but not be limited to, the following:
  - 3.2.1 Agreement number, date prepared, and billing period.
  - 3.2.2 Costs as specified in Attachment 2, Training Facility Budget. Each invoice shall include hourly rates by position, actual hours worked by position, cumulative hours worked to date by position, and budgeted hours for each position during the billing period.
  - 3.2.3 Actual other allowable direct costs, including costs for equipment and materials and the invoices therefor.
  - 3.2.4 Documentation to support the progress of work performed during the billing period.
- 3.3 The Contractor shall require subcontractors to provide invoices that correctly identify expenses charged to the Agreement. The Contractor shall provide all subcontractor invoices for which the Contractor is seeking compensation.

### **4 PROMPT PAYMENT ACT**

- 4.1 Payment will be made in accordance with, and within the time specified in, Government Code section 927, *et seq.* The date of delivery shall be the date the Authority receives the paper copy at the address listed in Section 2.1.3 of this Exhibit B.

### **5 EXCISE TAX**

- 5.1 The State of California is exempt from federal excise taxes, and no payment will be made for any federal excise taxes levied on the Contractor. The Authority will only pay for any state or local sales or use taxes on the services rendered to the Authority pursuant to this Agreement. For clarification on excise tax exemptions, refer to the State Administrative Manual section 3585.

### **6 INVOICE DISPUTES**

- 6.1 Payments shall be made to the Contractor for undisputed invoices. An undisputed invoice is an invoice submitted by the Contractor for services rendered and for which additional evidence is not required to determine its validity. The invoice will be disputed if all deliverables due for the billing period have not been received and approved, if the invoice is inaccurate, or if it does not comply with the terms of the Agreement. If the invoice is disputed, the Contractor will be notified via a Dispute Notification Form, or with other written notification within fifteen (15) working days of receipt of the invoice; the Contractor will be paid the undisputed portion of the invoice.



**EXHIBIT C: GENERAL TERMS AND CONDITIONS**

**GTC 04/2017**

Under the California High-Speed Rail Authority's standardized agreement process, a hardcopy of Exhibit C, GTC 04/2017, is not included in the standard agreement package. As indicated on the STD. 213, a copy of Exhibit C can be found at the internet site:

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

If you do not have internet access, or otherwise cannot access the GTC 04/2017, please contact the Office of Procurement and Contracts below to receive a copy:

Contracts and Procurement Branch  
(916) 324-1541  
770 L Street, Suite 620 MS3  
Sacramento, California 95814

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## **EXHIBIT D: SPECIAL TERMS AND CONDITIONS**

### **1 AMENDMENT**

- 1.1 No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the Parties, and all necessary approvals have been obtained. No oral understanding or agreement not formally incorporated in writing into the Agreement is binding on the Parties.
- 1.2 The Contractor shall only commence work covered by an amendment after the amendment is executed by both parties and a NTP for the amendment has been provided by the Authority's Contract Manager.
- 1.3 The Contractor shall execute a new California Civil Rights Laws Certification to accompany any amendment to this Agreement.

### **2 CONTRACT MANAGEMENT**

- 2.1 The Contractor's Contract Manager is responsible for the day-to-day project status, decisions and communications with the Authority's Contract Manager. The Contractor may change its Contract Manager by giving written notice to the Authority, but the Authority reserves the right to approve any substitution of the Contract Manager. This approval shall not be unreasonably withheld. The Authority's approval is not required if the previous Contract Manager and the new Contract Manager hold the same classification/position; however, written notice to the Authority is still required.
- 2.2 The Authority may change its Contract Manager at any time by giving written notice to the Contractor without an amendment.

### **3 SUBAGREEMENTS**

For purposes of this section, subcontractor and subconsultant are used interchangeably, and the provisions of this section apply to subagreements with both subcontractors and subconsultants.

- 3.1 Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Authority and any Subcontractors, and no subcontract shall relieve the Contractor of his or her responsibilities and obligations under this Agreement. The Contractor agrees to be as fully responsible to the Authority for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by the Contractor. The Contractor's obligation to pay its Subcontractor is an independent obligation from the Authority's obligation to make payment to the Contractor. As a result, the Authority shall have no obligation to pay or enforce the payment of any moneys to any subcontract.
- 3.2 The Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the Authority's Contract Manager.
- 3.3 In the event Contractor subcontracts any of the work under this Agreement, such subcontracting may not exceed \$50,000.00 of the Agreement value unless Contractor provides certification that the subcontractor has been selected pursuant to a competitive bidding process that seeks at least three (3) bids from responsible bidders.
- 3.4 Unless specifically noted otherwise, any subagreement in excess of \$25,000 entered into as a result of this Agreement shall contain all the applicable provisions stipulated in this Agreement.



- 3.5 The Contractor shall pay its Subcontractors pursuant to its obligations under the Prompt Payment Act.
- 3.6 Any substitution of Subcontractors must be approved in writing by the Authority's Contract Manager in advance of assigning work to a substitute Subcontractor. The Authority's Contract Manager shall review and either approve or deny a written request for substitution within two (2) business days. If the Authority fails to approve or deny the written request within the timeframe above, such request shall be deemed approved.

All applicable subcontractors shall submit monthly progress reports on small businesses (SB), including microbusinesses (MB), and DVB E utilization to the Authority. The Authority and Contractors will keep a running tally of actual invoiced amounts by small businesses for work committed to them during the Agreement performance. The Monthly SB Invoice Report Summary and Verification will be used to keep the running tally. The SB Invoice Report Summary and Verification reporting requirements captures SB utilization at all tiers. This requirement shall also include any amended portion of the Agreement.

All subcontractors shall submit the SB Invoice Report Summary and Verification as an attachment to and as verified by the invoice cover fact sheet submitted with each invoice. Civil penalties for knowingly providing incorrect information on SB Invoice Report Summary and Verification, are in the minimum amount of \$2,500 and the maximum amount of \$25,000. An action for a civil penalty under this subdivision may be brought by any public prosecutor in the name of the people of the State of California and the penalty imposed shall be enforceable as a civil judgment. (Military and Veterans Code section 999.5(d)).

The Monthly SB Invoice Report Summary and Verification is designed to capture and verify the following information:

1. Name of each small business participating under the respective Agreement.
2. Type of work assignment designated to each small business.
3. The eligible dollars committed to each small business.
4. The eligible dollars invoiced to each small business during the reporting period.
5. The dollars invoiced to date for each small business.
6. The dollars invoiced to the small business as a result of a change order or other cost modification.
7. The dollars invoiced to date as a percentage of the total commitment to each small business.
8. The tier hierarchy of each Subcontractor.
9. An Authorized Contractor's Signature that certifies under penalty of perjury that it has complied with all SB Program requirements, including prompt payment and retainage requirements per state laws and the best practices of 49 C.F.R. Part 26.29, as applicable.

#### **4 CONFIDENTIALITY OF DATA**

- 4.1 All financial, statistical, personal, technical, or other data and information relative to the Authority's operations, which is designated confidential by the Authority and made available to the Contractor in order to carry out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure.
- 4.2 The Contractor shall not comment publicly to the press or any other media regarding this Agreement or the Authority's actions on the same, except to the Authority's staff, Contractor's own personnel, including Subcontractors, affiliates, and vendors, involved in the performance of this Agreement, at public hearings, or in response to questions from a Legislative Committee.



- 4.3 The Contractor shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this Agreement without prior review of the contents thereof by the Authority and receipt of the Authority's written permission. Such permission shall be sought in writing and the Authority will have seven (7) business days in which to respond to such request. If the Authority does not respond within the timeframe set forth above, the request shall be deemed approved.
- 4.4 Any subagreement entered into as a result of this Agreement shall contain all of the provisions of the Confidentiality of Data clause.

## **5 CONFIDENTIALITY CLAUSE**

- 5.1 The terms and conditions of this Agreement and the work described herein, including communication with third parties, are to be held confidential between the parties to this Agreement and shall not be disclosed to anyone else, except as shall be necessary to effectuate Agreement terms or comply with state or federal law, including, but not limited to, the California Public Records Act (Cal. Gov't Code 6250 *et seq.*). Any disclosure in violation of this section shall be deemed a material breach of this Agreement.
- 5.2 Data collected from program participants shall also be treated as confidential, to be stored and utilized in an appropriate manner in accordance with California Information Practices Act of 1977.
- 5.3 Contractor agrees to include in all subcontracts and enforce the requirements of this Confidentiality Clause. This provision is intended for the benefit of the Authority.

## **6 CONFLICT OF INTEREST**

- 6.1 The Contractor and its employees, and all of its Subcontractors and their employees, shall comply with the Authority's Conflict of Interest Code and Organizational Conflict of Interest Policy.
- 6.2 The Contractor may be required to submit an Economic Interest Statement (Fair Political Practices Commission's Form 700) from each employee or Subcontractor whom the Authority's Legal Department, in consultation with the Authority Contract Manager or its designee, determines is a designated employee under the Political Reform Act subject to the requirements and restrictions of the Act. Such determination will be based on the nature of the work to be performed by the employee or Subcontractor. Each employee and Subcontractor determined to be a designated employee under the Political Reform Act shall be subject to the same disclosure category or categories applicable to the Authority's staff who performs the same nature and scope of work as the Contractor.

## **7 SETTLEMENT OF DISPUTES**

- 7.1 The parties agree to use their best efforts to resolve disputes concerning a question of fact arising under this Agreement in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.
- 7.2 To the extent not inconsistent with law, rules, and regulations, any dispute that is not disposed of by mutual agreement in Section 7.1 above will be decided by the Authority's Chief Administrative Officer, who may consider any written or verbal evidence submitted by the Contractor. The decision of the Chief Administrative Officer, issued in writing will be the final decision of the Authority. The final decision of Authority is not binding on the Contractor.
- 7.3 In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.



- 7.4 Neither the pendency of a dispute nor its consideration by the Authority's Chief Administrative Officer will excuse the Contractor from full and timely performance in accordance with the terms of this Agreement.

## **8 TERMINATION**

- 8.1 Termination for Cause: In accordance with Section 7 of Exhibit C: GTC 04/2017, the Authority reserves the right to terminate this Agreement immediately in the event of breach or failure of performance by the Contractor. The Contractor reserves the right to terminate this Agreement immediately in the event of breach or failure of performance by the Authority. In the event this Agreement is terminated by the Authority, the Authority shall pay to Contractor the actual value of the work performed up to the time of termination, and no additional penalties.
- 8.2 Termination for Convenience: Either the Authority or Contractor may at any time, for any reason, with or without cause, terminate this Agreement, or any portion hereof, by serving upon the other party at least 30 days prior written notice. Upon receipt of said notice from the Authority, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. In the event this Agreement is terminated by the Authority, the Authority shall pay to Contractor the actual value of the work performed up to the time of termination, and no additional penalties.
- 8.3 Termination Issues for Subcontractors, Suppliers, and Service Providers: The Contractor shall notify any Subcontractor and service or supply vendor providing services under this Agreement of the early termination date of this Agreement. Failure to notify any Subcontractor and service or supply vendor shall result in the Contractor being liable for the termination costs incurred by any Subcontractor and service or supply vendor for work performed under this Agreement, except those specifically agreed to by the Authority in writing.
- 8.4 Contractor Claims Against this Agreement Under Early Termination: The Contractor agrees to release the Authority from any and all further claims for services performed arising out of this Agreement, or its early termination, upon acceptance by the Contractor of payment for costs actually incurred for work performed prior to receipt of the notice of termination and actual costs incurred as a result of termination, including the costs of preparing project files for return to the Authority as required by Section 13 of this Exhibit D.

## **9 NON-WAIVER**

- 9.1 No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. No remedy available in this Agreement is intended to be exclusive of any other remedy, and every remedy shall be cumulative and shall be in addition to every other remedy provided therein or available at law or in equity. The failure of the Authority to enforce any provision of this Agreement or require performance by the Contractor of any provision shall in no way be construed to be a waiver of those provisions, affect the validity of this Agreement in whole or in part, or the right of the Authority to subsequently enforce any such provision.

## **10 HEADINGS AND RULES OF CONSTRUCTION**

- 10.1 The titles of sections and subsections herein have been inserted as a matter of convenience of reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein. All references herein to the singular shall include the plural, and vice versa.



## **11 STOP WORK**

- 11.1 The Authority's Contract Manager may, at any time, by written notice to the Contractor, require the Contractor to stop all or any part of the work in this Agreement.
- 11.2 Upon receipt of such stop work order, the Contractor shall immediately take all necessary steps to comply therewith and to minimize the incurrence of costs allocable to work stopped.
- 11.3 The Contractor shall resume the stopped work only upon receipt of written instruction from the Authority Chief Administrative Officer canceling the stop work order.
- 11.4 An equitable adjustment shall be made by the Authority based upon a written request by the Contractor for an equitable adjustment. Such adjustment request must be made by the Contractor within thirty (30) days from the date of receipt of the stop work notice.

## **12 NONDISCRIMINATION COMPLIANCE**

- 12.1 During the performance of this Agreement, the Contractor and its Subcontractors shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- 12.2 The Contractor shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12900, *et seq.*) the regulations promulgated thereunder (Cal. Code Regs., Tit. 2, section 11000, *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code sections 11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.
- 12.3 The Contractor shall permit access by representatives of the Department of Fair Employment and Housing to the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause.
- 12.4 The Contractor and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- 12.5 The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

## **13 OWNERSHIP OF DATA**

- 13.1 During the term of this Agreement and upon completion of any and all work under this Agreement, all intellectual property rights, ownership and title to all report, documents, plans, specifications, electronic documents and estimates produced as part of this Agreement will automatically be vested in the Authority and no further agreement will be necessary to transfer ownership to the Authority. The Contractor shall furnish the Authority all necessary copies of data.



- 13.2 "Generated data" is data that the Contractor has collected, collated, recorded, deduced, read out, or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model, or software system developed or substantially modified by the Contractor in the performance of this Agreement at the Authority's expense, together with complete documentation thereof, shall be treated in the same manner as "generated data." "Generated data" shall be the property of the Authority, unless and only to the extent that it is specifically provided otherwise in this Agreement. "Generated data," as defined herein, shall not include proprietary data, as defined below.
- 13.3 "Proprietary data" is such data as the Contractor has identified in a satisfactory manner as being under Contractor's control prior to commencement of performance of this Agreement, and which Contractor has reasonably demonstrated as being of a proprietary nature either by reason of copyright, patent or trade secret doctrines in full force and effect at the time when performance of this Agreement is commenced. The title to "proprietary data" shall remain with the Contractor throughout the term of this Agreement and thereafter. The extent of the Authority access to, and the testimony available regarding, the proprietary data shall be limited to that reasonably necessary to demonstrate, including in a scientific manner to the satisfaction of scientific persons when applicable, the validity of any premise, postulate or conclusion referred to or expressed in any deliverable for this Agreement.

#### **14 OWNERSHIP/INVENTORY/DISPOSITION OF STATE EQUIPMENT**

- 14.1 The following is applicable to equipment purchased or furnished by other agencies and equipment purchased by the Contractor where such expense is charged to and/or reimbursed from Agreement funds.
- 14.2 No equipment shall be purchased under the auspices of the Agreement without prior written authorization of the Authority. All equipment of any kind, purchased or reimbursed with Agreement funds or furnished by the Authority under the terms of this Agreement and not fully consumed in the performance of this Agreement, shall be considered the property of the Authority.
- 14.3 The Authority may, at its option, repair any damage or replace any lost or stolen items and deduct the cost thereof from the Contractor's invoice to the Authority, or require the Contractor to repair or replace any damaged, lost, or stolen equipment to the satisfaction of the Authority with no expense to the Authority.
- 14.4 The Contractor shall maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under the terms of this Agreement. The inventory record of each piece of such equipment should include the date acquired, total cost, serial number, model identification (on purchased equipment), and any other information or description necessary to identify said equipment (State Administrative Manual section 8600). A copy of the inventory record must be submitted to the Authority upon request.

**EXHIBIT E: ADDITIONAL PROVISIONS**

**1 COMPUTER SOFTWARE**

- 1.1 For agreements in which software usage is an essential element of performance under this Agreement, the Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

**2 EQUIPMENT RENTAL AGREEMENTS**

- 2.1 The State shall not be responsible for loss or damage to rented equipment arising from causes beyond the control of the State. The State's responsibility for repairs and liability for damage or loss to such equipment is restricted to that made necessary or resulting from the negligent act or omission of the State or its officers, employees, or agents.

**3 CONTINGENT FEE**

- 3.1 The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

**4 THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

- 4.1 By entering into this Agreement that mentions or refers to the California Environmental Quality Act (CEQA), Environmental Impact Report (EIR) and state environmental permitting laws/agencies and initially authorizes related work, the Authority does not: (a) waive the Authority's rights regarding the application of the Interstate Commerce Commission Termination Act of 1995 (ICCTA), including the defense that ICCTA preempts CEQA's application to the High-Speed Rail (HSR) project; or (b) create an implied agreement that CEQA and/or such environmental permitting requirements apply to the HSR project.



## **EXHIBIT F: FEDERAL TERMS AND CONDITIONS**

### **1 FEDERAL REQUIREMENTS**

The Contractor understands that the Authority has received Federal funding from the Federal Rail Administration (FRA) for the Project and acknowledges that it is required to comply with all applicable federal laws, regulations, policies and related administrative practices, whether or not they are specifically referenced herein. The Contractor acknowledges that federal laws, regulations, policies, and related administrative practices may change and that such changed requirements will apply to the Project. The Contractor shall ensure compliance by its Subcontractors and include appropriate flow down provisions in each of its lower-tier Subcontracts as required by applicable federal laws, regulations, policies and related administrative practices, whether or not specifically referenced herein.

Notwithstanding anything to the contrary contained in this Agreement, all FRA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests, which would cause the Authority to be in violation of FRA requirements.

### **2 COMPLIANCE WITH FEDERAL REQUIREMENTS**

The Contractor's failure to comply with Federal Requirements shall constitute a breach of this Agreement.

### **3 FEDERAL PROCUREMENT STANDARDS**

The Contractor agrees to comply with the Procurement Standards requirements set forth at 49 C.F.R. Section 18.36, and with applicable supplementary U.S. Department of Transportation (U.S. DOT) or FRA directives or regulations. If determined necessary for proper Project administration, FRA reserves the right to review the Contractor's technical specifications and requirements.

### **4 FEDERAL LOBBYING ACTIVITIES CERTIFICATION**

The Contractor certifies, to the best of its knowledge and belief, that:

- 4.1 No state or federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any state or Federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a member of the Legislature or Congress in connection with the awarding of any State or Federal agreement, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal agreement, grant, loan, or cooperative agreement.
- 4.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this agreement, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.



- 4.3 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.
- 4.4 The Contractor also agrees that by signing this document, it shall require that the language of this certification be included in all lower-tier Subcontracts, which exceed \$100,000, and that all such Subcontractors shall certify and disclose accordingly.

## **5 DEBARMENT AND SUSPENSION**

This Agreement is a covered transaction for purposes of 2 C.F.R. Part 1200. As such, the Contractor is required to comply with applicable provisions of Executive Orders Nos. 12549 and 12689; "Debarment and Suspension," 31 U.S.C. section 6101 note; and U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopt and supplement the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 C.F.R. Part 180.

To the extent required by the aforementioned U.S. DOT regulations and U.S. OMB guidance, the Contractor must verify that each Subcontractor is not excluded or disqualified in accordance with said regulations by reviewing the "Excluded Parties Listing System" at [www.sam.gov/portal/public/SAM/](http://www.sam.gov/portal/public/SAM/). The Contractor shall obtain appropriate certifications from each such Subcontractor and provide such certifications to the Authority.

The Contractor's signature affixed herein shall also constitute a certification under penalty of perjury under the laws of the State of California that the Contractor or any person associated therewith in the capacity of owner, partner, director, officer or manager:

- 5.1 Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- 5.2 Have not had one or more public transactions (federal, state, and local) terminated within the preceding three years for cause or default;
- 5.3 Has not been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. section 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period; and
- 5.4 Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses listed in 2 C.F.R. section 180.800.

Should the Contractor or any Subcontractor become excluded or disqualified as defined in this section during the life of the Agreement, the Contractor shall immediately inform the Authority of this exclusion or disqualification.

The Contractor shall include a term or condition in the Agreement documents for each lower-tier covered transaction, assuring that, to the extent required by the U.S. DOT regulations and U.S. OMB guidance, each Subcontractor will review the "Excluded Parties Listing System," will obtain certifications from lower-tier Subcontractors, and will include a similar term or condition in each of its lower-tier covered transactions.

## 6 SITE VISITS

The Contractor agrees that FRA, through its authorized representatives, has the right, at all reasonable times, to make site visits to review Project accomplishments and for other reasons. If any site visit is made by FRA on the premises of the Contractor or any of its Subcontractors under this Agreement, the Contractor shall provide and shall require its Subcontractors to provide, all reasonable facilities and assistance for the safety and convenience of FRA representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay work being conducted by the Contractor or Subcontractor.

## 7 SAFETY OVERSIGHT

To the extent applicable, the Contractor agrees to comply with any Federal regulations, laws, or policies and other guidance that FRA or U.S. DOT may issue pertaining to safety oversight in general, and in the performance of this Agreement, in particular.

## 8 ENVIRONMENTAL PROTECTION

The Contractor and any Subcontractor under this Agreement shall comply with all applicable environmental requirements and regulations, including any amendments, as follows:

- 8.1 **Clean Air:** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. sections 7401 *et seq.* The Contractor agrees to report each violation to the Authority, and understands and agrees that the Authority shall, in turn, report each violation as required to assure notification to the FRA and the appropriate Environmental Protection Agency Regional Office.
- 8.2 **Clean Water:** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. sections 1251 *et seq.* The Contractor agrees to report each violation to the Authority, and understands and agrees that the Authority shall, in turn, report each violation as required to assure notification to the FRA and the appropriate EPA Regional Office.
- 8.3 **Energy Conservation:** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. sections 6421 *et seq.*)
- 8.4 **Agreement Not To Use Violating Facilities:** The Contractor agrees not to use any facility to perform work hereunder that is listed on the List of Violating Facilities maintained by the EPA. The Contractor shall promptly notify the Authority if the Contractor or any Subcontractor receives any communication from the EPA indicating that any facility which will be used to perform work pursuant to this Agreement is under consideration to be listed on the EPA's List of Violating Facilities; provided, however, that the Contractor's duty of notification hereunder shall extend only to those communications of which it is aware, or should reasonably have been aware.
- 8.5 **Environmental Protection:** The Contractor shall comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. sections 4321 *et seq.*



- 8.6 **Incorporation of Provisions:** The Contractor shall include the above provisions (A) through (F) in every subcontract hereunder exceeding \$50,000 financed in whole or in part with federal assistance provided by the FRA.

## 9 CIVIL RIGHTS

The following requirements apply to this Agreement:

- 9.1 **Nondiscrimination:** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. section 2000d; section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. section 6102; section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. section 12132; and 49 U.S.C. section 306, the Contractor agrees that it will not discriminate against any individual because of race, color, religion, national origin, sex, age or disability in any activities leading up to or in performance of this Agreement. In addition, the Contractor agrees to comply with applicable federal implementing regulations and other implementing requirements that FRA may issue.
- 9.2 **Equal Employment Opportunity:** The following equal employment opportunity requirements apply to this Agreement:
1. **Race, Color, Religion, National Origin, Sex:** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. section 2000e, the Contractor agrees to comply with all applicable equal opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," including 41 C.F.R 60 et seq. (which implements Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. section 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, or age. Such action shall include the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FRA may issue.
  2. **Age:** In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. section 623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FRA may issue.
  3. **Disabilities:** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. section 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R Part 1630, pertaining to employment of persons with disabilities. Further, in accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. section 794, the Contractor also agrees that it will comply with the requirements of U.S. Department of Transportation, "Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. Part 27, pertaining to persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FRA may issue.



The Contractor also agrees not to discriminate on the basis of drug abuse, in accordance with the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, alcohol abuse, in accordance with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, and to comply with sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. section 290 dd), as amended, relating to confidentiality of alcohol and drug abuse patient records. In addition, the Contractor agrees to comply with applicable federal implementing regulations and other implementing requirements that FRA may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance provided by FRA, modified only if necessary to identify the affected parties.

#### **10 ARRA FUNDED PROJECT**

Funding for this Agreement has been provided through the America Recovery and Reinvestment Act (ARRA) of 2009, Pub. L. 111-5. All Contractors, including both prime and Subcontractors, are subject to audit by appropriate federal or State of California (State) entities. The State has the right to cancel, terminate, or suspend the Agreement if any Contractor or Subcontractor fails to comply with the reporting and operational requirements contained herein.

#### **11 ENFORCEABILITY**

Contractor agrees that if the Contractor or one of its Subcontractors fails to comply with all applicable federal and State requirements governing the use of ARRA funds, the State may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds allowing an audit. This provision is in addition to all other remedies available to the State under all applicable State and federal laws.

#### **12 PROHIBITION ON USE OF ARRA FUNDS**

Contractor agrees in accordance with ARRA, section 1604, that none of the funds made available under this Agreement may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

#### **13 ACCESS AND INSPECTION OF RECORDS**

1. In accordance with ARRA sections 902, 1514, and 1515, the Contractor agrees that it shall permit the State of California, the United States Comptroller General, the United States Department of Transportation Secretary, or their representatives or the appropriate Inspector General appointed under section 3 or 8G of the United States Inspector General Act of 1978 or his representative to:
  - a. Access and reproduce any books, documents, papers and records of the Contractor that directly pertain to, and involve transactions relating to, this Agreement for the purposes of making audits, examinations, excerpts and transcriptions; and
  - b. Interview any officer or employee of the Contractor or any of its Subcontractors regarding the activities funded with funds appropriated or otherwise made available by ARRA.

2. Pursuant to 49 C.F.R. section 18.26(i)(11), 49 C.F.R. section 19.26, or A-133 (whichever applicable), the Contractor agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case the Contractor agrees to maintain same until the Authority, the FRA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. The Contractor shall notify the Authority not less than six months prior to disposal of any books, records, accounts and reports required under this Agreement.
3. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. section 552(a).

The Contractor shall include this provision in all lower-tier subcontracts.

#### **14 WHISTLEBLOWER PROTECTION**

The Contractor agrees that both it and its Subcontractors shall comply with section 1553 of the ARRA, which prohibits all non-federal contractors, including the state, and all contractors of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of:

1. Gross mismanagement of a contract relating to ARRA funds;
2. Gross waste of ARRA funds;
3. A substantial and specific danger to the public health or safety related to the implementation or use of ARRA funds;
4. An abuse of authority related to implementation or use of ARRA funds; or
5. A violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contractor) awarded or issued relating to ARRA funds.

The Contractor agrees that it and its Subcontractors shall post notice of the rights and remedies available to employees under section 1553 of Title XV of Division A of the ARRA.

#### **15 FRAUD AND FALSE CLAIMS ACT**

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986 (6 C.F.R. Part 13), as amended, 31 U.S.C. section 3801 et seq., and the U.S. DOT regulations Program Fraud Civil Remedies (49 C.F.R. Part 31), apply to its actions pertaining to this Project. Upon execution of this Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Agreement or the FRA assisted project, for which Work is being performed under this Agreement. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes or causes to be made, a false, fictitious or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 as cited above on the Contractor to the extent the Federal Government deems appropriate.



The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by the FRA, the federal government reserves the right to impose the penalties of 18 U.S.C. section 1001 or any other applicable law on the Contractor, to the extent the federal government deems appropriate.

The Contractor agrees that it shall promptly notify the Authority and shall refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, Subcontractor, or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.

The Contractor agrees to include the above paragraphs in each subcontract financed in whole or in part with Federal assistance provided by the FRA. It is further agreed that the paragraphs shall not be modified, except to identify the Subcontractor who will be subject to the provisions.

#### **16 REPRINTS OF PUBLICATIONS**

Whenever an employee of a Contractor-Related Entity writes an article regarding the Project or otherwise resulting from work under this Agreement that is published in a scientific, technical, or professional journal or publication, the Contractor shall ensure that the Authority is sent two reprints of the publication, clearly referenced with the appropriate identifying information.

An acknowledgment of FRA support and a disclaimer must appear in any publication, whether copyrighted or not, based on or developed under the Agreement, in the following terms:

“This material is based upon work supported by the Federal Railroad Administration under a grant/cooperative agreement FR-HSR-0009-10-01-05, dated December 5, 2012. Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view of the Federal Railroad Administration and/or U.S. DOT.”

#### **17 PROPERTY, EQUIPMENT AND SUPPLIES**

The Contractor must comply with the property, equipment, and supplies management standards and procedures in 49 C.F.R. sections 18.31 and 18.32. The Contractor may use its own management standards so long as such standards comply with 49 C.F.R. sections 18.31 and 18.32.

#### **18 MAINTENANCE**

If any Project property, equipment, or supplies are not used for the Project for the duration of its useful life, as determined by the FRA, whether by planned withdrawal, misuse or casualty loss, the Contractor agrees to notify the Authority immediately. Disposition of withdrawn property, equipment, or supplies shall be in accordance with 49 C.F.R. sections 18.31 and 18.32.

#### **19 FLY AMERICA**

No travel is authorized under this Agreement.

#### **20 RECYCLING CERTIFICATION**

The Contractor shall comply with all applicable requirements of section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. section 6962), including the



regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.

## **21 SMALL BUSINESS/DISADVANTAGED BUSINESS ENTERPRISES**

The Authority encourages the Contractor to utilize small business concerns owned and controlled by socially and economically disadvantaged individuals, also known as Disadvantaged Business Enterprises (DBE), in carrying out the Agreement. The Authority has established a Revised Small and Disadvantaged Business Enterprise (SB/DBE) Program for Professional Services Contracts, and an overall 30 percent goal for small business utilization, to include within the 30 percent goal, a ten percent goal for DBE and 3 percent Disabled Veteran Business Enterprise (DVBE) in the Authority's contracting and procurement program. The SB/DBE Program is in compliance with the Best Practices of 49 C.F.R. Part 26, Executive Order S-02-06, Military and Veterans Code 999 and Title VI of the Civil Rights Act of 1964 and related statutes.

The Authority has established a 30 percent Small Business (SB) goal as described above. The Contractor is expected to make efforts to meet the goal and provide a SB Performance Plan on how the goal will be met throughout the duration of this Agreement. For more detailed information regarding what components should be in the SB Performance Plan see the Revised SB/DBE Program for Professional Services Contracts. The Authority's SB/DBE Program requirements, including the SB Performance Plan expectations, SB utilization reporting, Substitution/Termination processes, Prompt Payment Provisions, Recognized SB Roster of Certifying Agencies, and other performance related factors, are included in the Authority's Revised Small and Disadvantaged Business Enterprise Program for Professional Services Contracts – August 2012. The document is on the Authority's Small Business web page:

[www.hsr.ca.gov/Programs/Small\\_Business/index.html](http://www.hsr.ca.gov/Programs/Small_Business/index.html)

The Contractor shall also comply with 41 C.F.R. Part 60, Best Practices of 49 C.F.R. Part 26, Executive Order 11246 and Title VI of the Civil Rights Act of 1964 and related statutes.

## **CITY OF SELMA**

### **PROFESSIONAL SERVICES AGREEMENT**

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of December 1, 2019 ("Effective Date"), between the City of Selma, a municipal corporation ("City") and Fresno County Economic Development Corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

#### **RECITALS**

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

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

#### **1. TERM**

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than November 30, 2021, 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 a Training Program, 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 Three Hundred Ninety-Nine Thousand Nine Hundred Ninety-Five (\$399,995) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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



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

## **5. SUSPENSION OR TERMINATION OF AGREEMENT**

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least 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



### 13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

## 14. NOTICES

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

With a Copy To: Neal Costanzo  
Costanzo & Associates  
575 E. Locust Ave  
Fresno, CA 93720



To Consultant:

Fresno County EDC  
906 N. Street, Suite 120  
Fresno, CA 93721

**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**

**“CONSULTANT”**  
**Fresno County EDC**

By: \_\_\_\_\_  
Teresa Gallavan, City Manager

By: \_\_\_\_\_  
Lee Ann Eager, President/CEO

**Attest:**

By: \_\_\_\_\_  
Reyna Rivera, City Clerk

**Approved as to form:**

By: \_\_\_\_\_  
Neal Costanzo, City Attorney

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

## EXHIBIT A

### SCOPE OF SERVICES

It is understood among the parties, that the Contractor will develop a training center and provide a training program (Program) in the City of Selma with the oversight from the City's identified Project Manager. The program will serve at risk and disconnected young adults, and veterans from the cities within the Counties of Fresno, Kings, Tulare, Kern, Madera and Merced County for the purpose of workforce development through career opportunities for the High-Speed Rail Project. Applicants will be required to have a Memorandum of Understanding with the Building Trades.

Responsibilities of the Contractor:

1. The Contractor is to adhere to all rules and regulations within the attached High Speed Rail Authority (Authority) contract.
2. The Contractor will be responsible for carrying out work as outlined in the task section.
3. Approval, authorization, certification, consent, decision, exemption, filing, lease (except facility lease for one year), license, permit, agreement, concession, grant, franchise, registration, or filing, required by or with any governmental entity in order to design and implement the training facility.
4. Verifying and affirmatively certifying to the City that all expenses incurred and submitted to the City for payment are allowable costs under the terms of this Agreement with the City.
5. Procuring and administering any agreement for design and/or permitting of the training center.
6. Applicant shall comply with all applicable State, federal, and local rules and regulations, including but not limited to, the City's agreement with the California High Speed Rail Authority.
7. The City reserves the right to reject all bids. Any award of contract by the City is contingent upon approval of an agreement between the City and the California High Speed Rail Authority, and the City's lease of property to facilitate the project.

#### **Schedule**

1. Performance of the work described in this Section commence upon no later than thirty (30) days from receipt of a Notice to Proceed (NTP) for each task and sub-task. Unless terminated as provided herein, the work shall continue until earlier of (i) completion of the work or (ii) expiration of the term, unless otherwise extended in writing.

#### Task 1 - Outreach and Recruitment

Local High-Speed Rail Business Support: The Contractor recognizes the need to coordinate service and resources with the City, Authority, and local partners and shall create a team, to be called the "High-



Speed Rail Coordination Team", to better assist public outreach and coordination with the City and Authority.

1. Provide outreach and recruitment services to women, minorities, veterans, ex-offenders, and other underrepresented individuals residing in Fresno, King, Tulare, Madera, Merced, and Kern Counties. Implement Outreach workshops, develop marketing materiel, market training facility in local media venues, partner with local community colleges and high schools to recruit students, and partner with nonprofits that target underrepresented individuals.
2. Recruit an initial class of 35-40 students of Fresno, King, Tulare, Madera, Merced, and Kern County residents.
3. Business recruitment will involve marketing, informational workshops and targeted outreach. A wide range of marketing collateral will be used including television, radio, social media, and print advertising to market the program, highlighting the program's success with company and job-seeker testimonials.

#### Task 2 - Pre-Apprenticeship Training

1. Provide hands-on pre-apprenticeship highway and construction training along with industry specific certifications.
2. Create and develop curriculum and course work with the various skilled labor trades.
3. The pre-apprenticeship curriculum will provide at least sixteen (16) weeks of customized classroom instruction and hands-on instructional project work. Contractor will offer a minimum of three (3) class sessions per year.
4. Training will include both group and individual instruction.
5. Hands-on shop training will be conducted and supervised by skilled craft-persons (full journey-man) in the trade being performed.
6. A list of equipment, tools, instruments, materials, textbooks, and supplies necessary for the pre-apprenticeship training and job placement services will be provided to the City for purchase.
7. Key components of the curriculum will include, but are not necessarily limited to:
  - Orientation to the construction industry and the apprenticeship structure
  - Construction related physical fitness training and job safety
  - Applied math for construction purposes
  - Surveying and blueprint reading
  - Tool and material identification
  - Fundamentals of structural steel and ironwork
  - Fundamentals of framing, form, foundation work, and cement work
  - Basic electrical and wiring work
  - Basic elements of plumbing
  - Hazardous waste and lead abatement training
  - Confined space training
  - On-line training in emerging environmental technologies

- Computer Assisted Drafting (CAD)

#### Task 3 - Job Placement and Counseling

1. The Contractor will provide complete job search, counseling, and placement services to all students who graduate from the Program, including coordination with the City, Authority, and its Consultants, Contractors and subcontractors to fulfill skilled labor needs for the Phase 1 segment of the HSR Project.
2. Meet and greet events will be conducted in order to connect graduates of the Program with potential employers.
3. Counseling will include guidance on job search efforts, however, students will be expected to conduct job search efforts on their own.

#### Task 4 - Job Retention Assistance

1. The Contractor will provide job retention assistance and follow-up services to all placements from the Program.
2. Once placement is made, initial follow-up will occur on start date, with additional checking on a monthly basis to continue for a full year post placement. Check-ins may be conducted in person or by telephone.
3. If staff find that a student faces a barrier to retaining employment, staff will assist the student in accessing resources to help them remain employed. If a student loses employment, staff will assist with identifying other employment options and helping the student to gain other employment.

#### Task 5 - Mentoring

1. As part of job retention assistance and follow-up services, the Contractor will provide on the job mentoring to ensure continued participation and success of Program graduates.

#### Task 6 - Performance Measures and Contract Management

1. Administrative duties shall include, but not be limited to, the following: documentation, progress reports, task deliverables, and preparation of the Final Report.
2. A subcontractor is defined as a firm or individual experts or consultants with expertise to supplement the Contractor's expertise. The Contractor shall manage and coordinate all subcontracts and is responsible for the quality of all subcontractor work and activities. The City will assign all work to the Contractor.

### **REPORTS**

The Contractor shall provide monthly progress reports with the information necessary to update the City on the status of the Program and the fulfillment of mitigation measures outlined in the Authority Agreement.

1. The monthly report shall contain the following:
  - Number of students enrolled in the program for the report month.
  - Number of hours of training received by each student during the report month.



- Number of students placed into jobs during the month, listed by zip code, occupation, employer, or apprenticeship program address and phone number.
- An audit of the expenditures of the funds provided to the Contractor pursuant to this Agreement.

2. The Contractor shall provide a Final Report to the City's Contract Manager within sixty (60) days of the earlier of: a) completion of all Contractor's obligations under this Agreement; b) the expenditure of all the funds provided to the Contractor under this Agreement; or c) termination of the Agreement pursuant to its terms. The Final Report will summarize all pertinent activities and accomplishments during the full course of the program.

The Final Report will include:

- Findings, conclusions, and recommendations from the Program.
- Quantified data qualified for measurement purposes to include placement and retention data for the Program, and for post-Program employment.

3. In handling all data, the Contractor shall follow guidelines as set forth in the California Information Practices Act of 1977. Data collected for the purposes of reporting shall not be held or reported in a manner that is personally identifiable. Data shall be self-reported and stored separately from any personally identifiable information that the Contractor may have about participants of the program.

EXHIBIT B  
RATE SCHEDULE

Director	56,632
Project/Program Manager (2)	86,068
Retention Specialist	32,754
Outreach	67,574
Marketing	58,967
Instructors (2)	98,000
	<hr/>
<b>TOTAL</b>	<b>399,995</b>

Note: Work will commence upon receipt of Notice to Proceed (NTP) from the City of Selma.



## 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 \$2,000,000.00 per occurrence, \$4,000,000.00 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

**Automobile liability insurance.** Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$2,000,000.00 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 \$2,000,000 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.



Buk Wagner  
Senior Vice President  
BRE #01296746

Charlie Schuh  
Vice President  
BRE #01992259

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Fresno, CA 93711  
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Kevin Staley & Daniel Jacobs  
Magellan Group  
1801 Century Park East, Suite 1050  
Los Angeles, CA 90067

**Re: Non-Binding Letter of Intent to Lease  
1775 Park St, Selma, CA - Building 79A**

Kevin & Dan:

The undersigned hereby proposes to lease the following described premises on the terms and conditions set forth below:

**LEASE PROPOSAL**

1. **TENANT:** City of Selma
2. **LOCATION:** 1775 Park St, Selma, CA - Golden State Industrial Park (Building 79P)
3. **PREMISES:** Approximately 28,800 SF of warehouse with 2 restrooms plus the area around the building for parking and truck deliveries (See Exhibit A), all of which is a portion of a larger park consisting of 10+ building on +/-33 acres. With the exception of parking and truck deliveries, 100% of Tenant's business will be conducted inside the warehouse.
4. **USE:** Lessee shall use space for the day to day operations of a carpenter's trade school. Landlord understands Tenant will build structures in the building including but not limited to a single-family residence. No outside storage will be permitted.
5. **PRIMARY LEASE TERM:** 12 months

All information, representations and projections shown herein are based on information supplied by sources deemed reliable, however, they are not warranted by Colliers International and are subject to change without notice.



6. **BASE RENT:** Rent shall commence at \$.28 per square foot, per month NNN (\$8,064/mo. NNN) and increase at 3% per annum.
7. **EARLY OCCUPANCY:** 30 days prior to lease commencement Tenant shall be allowed to occupy the premises and no Base Rent shall be due. Tenant shall be responsible for their proportionate share of Common Area Operating Expenses and utilities.
8. **LEASE COMMENCEMENT:** Commencement date will 6 month from execution of High Speed Rail Contract.
9. **CONDITION AT COMMENCEMENT:** Lessor shall deliver the Premises to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs, and warrants that the existing electrical, plumbing, fire sprinkler, lighting, ventilating and air conditioning systems ("HVAC"), loading doors, sump pumps, if any, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Premises shall be free of material defects, and does not contain hazardous levels of any mold or fungi.
10. **FINANCIALS:** Tenant acknowledges that acceptance of offer will be contingent upon Landlord's review of its financials, if applicable.
11. **DEPOSIT:** No security deposit shall be due.
12. **TENANT UTILITIES:** Tenant shall pay for the cost of utilities and services including but not limited to: telephone, alarm, internet, gas, electricity, janitorial, water, sewer, and trash. If at any time in Lessor's sole judgment, Lessor determines that Lessee is using a disproportionate amount of water, electricity or any other commonly metered service or utility, then Lessor may pass said amount through to Lessee.
13. **TENANT IMPROVEMENTS BY LANDLORD:** Landlord, at Landlord's sole cost and expense, shall make the following improvements to the Premises:
  - 1) None – the space will be delivered in AS-IS condition

**14. TENANT IMPROVEMENTS BY  
TENANT:**

Tenant, at Tenant's sole cost and expense, shall be allowed (but not required) to complete improvements to the property consistent with businesses similar in use. Said improvements will require written approval from Landlord, which shall not be unreasonably withheld, and shall include:

- 1) Build additional office.
- 2) Additional Restroom
- 3) Paint Building

**15. REPAIRS & MAINTENANCE:**

Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations and Alterations in good order, condition and repair, including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fixtures, interior walls, interior surfaces of exterior walls, ceilings, doors, windows, doors, plate glass, and skylight.

Lessor, subject to reimbursement, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, Common Area fire alarm and/or smoke detection systems, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the Common Areas and all parts thereof, as well as providing the services for which there is a Common Area Operating Expense.

**16. COMMON AREA  
MAINTENANCE (CAM):**

Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share of all Common Area Maintenance (CAM). CAM costs relate to the operation, repair, and maintenance, of all other areas and improvements that are within the exterior boundaries of the Project, but outside of the Premises and/or any other space occupied by a Tenant's. The Common Areas and Common Area improvements include but are not limited to the following: parking areas, loading and unloading areas, trash areas, roadways, parkways, walkways, driveways, landscaped areas, bumpers, irrigation systems, Common Area lighting, Common Area Real Property Taxes, Common Area property insurance, fences and gates, elevators, roofs, exterior walls of the buildings, building systems and roof drainage systems, exterior signs and tenant directories, any fire sprinkler system. Lessee shall





pay their portion of the Common Area Operating Expenses on a monthly basis with the Base Rent.

**17. PARKING:**

Please provide the maximum estimated number of parking stalls required, and typical hours of operation.

**18. SIGNAGE:**

Tenant shall conform to sign criteria standards as established by Landlord, park, and the city of Selma. Landlord shall be required to approve any signage requested by Tenant. The cost for all signage shall be Tenant's responsibility. Landlord's approval of tenant signage will not be unreasonably withheld you're your response please provide where Tenant would like to install signage on the property.

**19. RIGHT TO ASSIGN OR SUBLEASE:**

Tenant shall be permitted to sublease or assign all or any portion of the Premises to any Subtenant during the Term. Any such assignment or subletting shall require Landlord's approval, which shall not be unreasonably withheld.

**20. OPTION TO EXTEND:**

Provided Tenant is not in default under this lease and Tenant is still in possession of the subject premises, Tenant shall have the option to extend said lease for one (1) consecutive twelve (12) month period. Tenant agrees to exercise said options, in writing to Landlord, at least 90 prior to the lease expiration. Base rent during option periods shall increase 3% per annum.

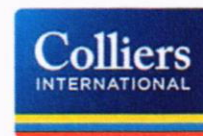
**21. CONDITION AT TERMINATION:**

Tenant shall return the Premises to Landlord in the condition it was received. Ordinary wear and tear accepted.

**22. BROKERAGE/DUAL AGENCY:**

It is acknowledged that Lessor and Lessee are both represented by Colliers International, and both parties consent hereto, and agree that no other broker/agent other than Colliers International, shall be entitled to any commission or fee in regards to this potential lease transaction.

**WARNING:** NO WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, IS MADE AS TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE SAME IS SUBMITTED SUBJECT TO ERRORS; OMISSIONS; CHANGE OF PRICE, RENTAL OR OTHER TERMS; ANY SPECIAL CONDITIONS IMPOSED BY OUR PRINCIPALS; AND WITHDRAWAL WITHOUT NOTICE. WE ARE ACTING SOLELY IN THE CAPACITY OF SOLICITING, PROVIDING AND RECEIVING INFORMATION AND PROPOSALS AND NEGOTIATING THE SAME ON BEHALF OF OUR PRINCIPALS. HOWEVER, UNDER NO CIRCUMSTANCES, WHATSOEVER, DO WE HAVE ANY AUTHORITY TO BIND OUR PRINCIPALS TO ANY ITEM OR TERMS CONTAINED HEREIN. NO PARTIES SHALL BE BOUND TO ANY TERMS, CONDITIONS OR AGREEMENTS, WHATSOEVER, CONTAINED HEREIN



**UNTIL THE APPROPRIATE PARTIES EXECUTE A FORMAL LEGALLY BINDING AGREEMENT. UNDER NO CIRCUMSTANCES WHATSOEVER IS THIS LOI/RFP TO BE DEEMED TO AMEND ANY EXISTING LEASE BETWEEN THE PARTIES, OR TO WAIVE OR EXERCISE ANY PROVISION OR TERM OF ANY EXISTING LEASE, INCLUDING WITHOUT LIMITATION, ANY RENTAL RATE, LEASE TERM, PURCHASE OPTION, EXTENSION OR HOLDOVER PROVISIONS.**

The foregoing is a proposal for negotiation purposes only and the terms as outlined herein are not all-inclusive, but comprise a summary of the general business terms. Your concurrence will not bind either party to a lease until such time as all provisions of the lease have been approved by the principals and a document incorporating such provisions has been executed and delivered by both parties.

This offer shall remain valid until 5:00 P.M. PST, September 13, 2019.

Thank you for your consideration and we look forward to your response.

Respectfully Submitted,  
COLLIERS INTERNATIONAL

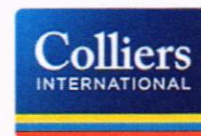
A handwritten signature in blue ink, appearing to read "Buk Wagner".

Buk Wagner  
Senior Vice President | Central California  
Industrial Property Team  
Lic # 01296746  
Dir: (559) 256-2451  
Cell: (559) 250-2110  
[buk.wagner@colliers.com](mailto:buk.wagner@colliers.com)

A handwritten signature in blue ink, appearing to read "Charlie Schuh".

Charlie Schuh  
Vice President | Central California  
Industrial Property Team  
Lic # 01992259  
Dir: (559) 221-7393  
Cell: (559) 917-9033  
[charlie.schuh@colliers.com](mailto:charlie.schuh@colliers.com)





## EXHIBIT A





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ITEM NO:

11.

**SUBJECT:** Introduction and First Reading of Ordinance Adding Section 14 to Chapter 3 of Title 9 of the Selma Municipal Code Establishing Revolving Loan Fund to Finance Abatement of Certain Public Nuisances

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**RECOMMENDATION:** Introduce and waive first reading Establishing Revolving Loan Fund to Finance Abatement of Certain Public Nuisances.

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**DISCUSSION:** As part of the goals and priorities set by City Council in April 2019, staff is taking a proactive approach to property cleanup and abatement to deter blighted areas and promote beautification in the City. As part of this approach, our Problem Oriented Policing (POP) Officer and Code Enforcement have reached out to property owners that consistently have trash, weeds, and structures that should be demolished to cleanup and abate the public nuisance.

Some property owners have complied with City Staff request, while others have expressed a lack of financial means to do so. Although Code Enforcement has the means to abate a property, it could take up to 45-60 days to complete the process. Then the Finance Department can lien the property and file to the tax roll if payment is not received.

To speed up the process and work with our community, staff recommend establishing an ordinance that will create a revolving loan program with only an annual administration fee and a one-time application fee. The parameters of the program will be as follows:

- City Staff must deem the property a public nuisance
- Property owner can be loaned a max of \$2,500 for cleanup and \$5,000 for structure demolition
- All loan obligations will be filed with the County Records Office as a lien
- Loans will be billed monthly with a max term of 5 years
- Application and annual administration fee will be applied (Finance will create new user fee)

To establish this new program and fund, the Finance Department requests transferring \$25,000 from the retained earnings (fund balance) from the Transit Fund. The Finance Department will accept applications until the funds are exhausted. All payments received will be deposited back into the revolving fund (except administration and application fee) and new applications will be accepted as funds become available. The loans will be made to those property owners that are applying to finance the abatement of any of the conditions that are deemed nuisances by the Selma Municipal Code which includes removal of weeds, rubbish and the demolition of dangerous and other nuisance structures or conditions on real property.

**RECOMMENDATION:** Introduce and waive first reading Establishing Revolving Loan Fund to Finance Abatement of Certain Public Nuisances.

11/14/2019  
Date



ORDINANCE NO. 2019 – \_\_

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**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
SELMA ADDING SECTION 14 TO CHAPTER 3 OF TITLE 9 OF  
THE SELMA MUNICIPAL CODE (SMC) ESTABLISHING A  
REVOLVING LOAN FUND TO FINANCE ABATEMENT OF  
CERTAIN CONDITIONS DECLARED TO BE PUBLIC NUISANCES**

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**WHEREAS**, the Selma Municipal Code, at Title 9 specifies certain conditions existing on real property including rubbish, refuse, weeds, delapidated and dangerous structures and other conditions of real property and declares the same to be public nuisances; and

**WHEREAS**, to assist property owners in covering the expense of abatement of the aforementioned conditions of real property that are declared to be public nuisances by the Selma Municipal Cod and to encourage the abatement of nuisance conditions, the City Council desires to establish a revolving loan fund and loan program to be administered by the City to provide financial assistance at below market rates for property owners to address the financial burden of abating such nuisance conditions.

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

**SECTION 1. Incorporation of Recitals.** The facts set forth in the foregoing recitals are true and correct and incorporated herein by reference.

**SECTION 2. Amendment of Municipal Code.** Section 14 of Chapter 3 of Title 9 is hereby added to the City of Selma Municipal Code to read as follows:

**“9-3-14: PUBLIC NUISANCES:**

A rubbish, refuse, weeds, and structure removal revolving fund in the sum of twenty five thousand dollars (\$25,000.00) for financing and paying for the cleanup of property in the city is hereby established, and the Finance Department is directed to transfer from the Transit Fund into the rubbish, refuse, weeds, and structure removal revolving fund, the sum of twenty five thousand dollars (\$25,000.00). The rubbish, refuse, weeds, and structure removal revolving fund shall thereafter be maintained, if at all, as determined necessary by resolution of the city council.

(A) Purpose: The rubbish, refuse, weeds, and structure removal revolving fund shall be used and expended only to provide monies to property owners for the cleanup, removal, and abatement of nuisances that are declared a public nuisances by Environmental Control Officer.



(B) Public Nuisances Standards of Cleanup, Removal, and Abatement: All property cleanup, removal, and abatement as provided in this chapter shall conform with the standards and specifications of the city and to the satisfaction of the Environmental Control Officer.

(C) Advances; Applications and Agreements: Any owner of real property desiring to finance the cleanup, removal, and abatement using the rubbish, refuse, weeds, and structure removal revolving fund shall make a written application and pay an application processing fee in an amount as set and/or amended by resolution of the City Council to the Finance Department. The maximum amount that may be requested is two thousand five hundred dollars (\$2,500.00) for cleanup or five thousand (\$5,000) for demolition of structure. If such application is accepted and approved, the city and the owner shall enter into a written agreement, including a promissory note, recorded on the property for the payment for such cleanup, removal, and abatement of rubbish, refuse, weeds, and structure on property from said fund. Said owner shall by such agreement obligate himself or herself to repay to the city all sums paid from said fund for such cleanup, removal, and abatement of property. The entire amount thereof to be fully repaid to the city within a period of not exceeding five (5) years from the date of such agreement, and on such terms and under such conditions as may be set forth in such written agreement. The entire balance due under such agreement shall constitute a special assessment against the parcel of real property thus benefited, and shall be a lien on the property for the amount thereof including a prorated share of the administration cost not to exceed one hundred dollars (\$100.00) per year, and shall continue to be a lien thereon until the full amount thereof is paid and discharged in full. Property owner shall only have one loan agreement at a time but may reapply once obligation is fulfilled.

(D) Advances; Assessments As Taxes: The Finance Department, on or before the first Monday in March of each year, shall cause to be filed with the county assessor a description of the property, together with the name of the owner or reputed owner thereof, against which such special assessment shall be made, and the installments then due and unpaid, with administrative fees, together with all other sums of money due and unpaid under such agreement, may be assessed as taxes against the real property, and the amount of money so assessed shall bear the same penalties and interest as taxes regularly assessed on default of payment thereof.

(E) Deposits: All money received by the city under such written agreements or assessed or collected by the city shall be deposited in the rubbish, refuse, weeds, and structure removal revolving fund."

**SECTION 3. Severability.** If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Ordinance shall nonetheless remain in full force and effect. The Council of the City of Selma hereby declares that it would have adopted each section, subsection, sentence, clause, phrase, or portion of this Ordinance, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions of this Ordinance be declared invalid or unenforceable.

**Section 4. Effective Date.** This Ordinance shall take effect thirty days after the date of its adoption.

**Section 5. Publication.** The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause a summary of this ordinance to be published and posted as required by law.

**PASSED, APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_, 2019, by the following vote:

AYES:	COUNCIL MEMBER:
NOES:	COUNCIL MEMBER:
ABSENT:	COUNCIL MEMBER:
ABSTAIN:	COUNCIL MEMBER:

\_\_\_\_\_  
Scott Robertson, Mayor

ATTEST:

\_\_\_\_\_  
Reyna Rivera, City Clerk