

Entitlement	Project Number	Project Name	Applicant Name	Project Location	Description	Start Date	Hearing Date	Date Completed	Status	Next Steps
CUP	19-0014	Diversified Wellness			Moving location of existing CUP		6/24/2019	6/24/2019	Approved by PC on 6/24/2019.	Application for Tenant Improvements required to move forward. Applicant stated on 09/17/20 that improvements will not be done until January 2021 when current tenant vacates location.
TSM, PUD, & density bonus	18-0038	Nagra Subdivision Map (10 Lots)	Nick Sahota	2595 Pine Street	a subdivision of 1.49 Acres into 10 single-family residential lots		First hearing: 7/29/2019	Final hearing: 8/26/2019	Planning Commission approved the item at the 08/26/2019 hearing. Item was continued at the 07/29/2019 hearing at the request of the public.	Final Map application submitted. Applicant working with Engineering staff to get subdivision agreement and street improvement bonds in place. Conditions of Approval have not been met yet.
CUP & SPR	18-0039	Selma Apartments (20-units)	Dwight Nelson	3420 S. McCall Avenue	A20-unit multi-family development consisting of 16 2 br/2ba units and 4 3br/2ba units with enclosed 1-car garages on 1.05 acres		First hearing: 7/29/2019	Final hearing: 8/26/2019	New plans delivered to QK 6/17/2019. Planning Commission approved the item at the 08/26/2019 hearing. Item was continued at the 07/29/2019 hearing at the request of the applicant.	Improvement Plans require corrections. Plans were returned to client on 8/11/2020. Building permit ready for pick up when fees are paid and site improvement plans corrected/approved.
LLA	18-0040	Nebraska 2 SFR w/ADUs	Nick Sahota	2407 W. Nebraska Avenue	Lot Line adjustment to create two equally sized parcels. New lots will allow for a SRR and ADU on each.	6/04/2020	NA	8/11/2020	New submittal provided 06/04/2020. Engineering approved LLA on 8/11/2020.	Building Permit application is required if applicant wishes to move forward.
CUP & SPR	18-0041	13025 S Van Horn Truck Stop	Bryan Cobb and Bhandal	13025 S Van Horn Avenue	Expansion of an existing site including diesel island expansion, truck scale, re/office building, truck parking, and a 3,000sf shell building		NA	3/13/2020	Conditions of approval issued.	Site Improvement Plans: Received 9/25. Fees paid 10/7. Plans reviewed 10/15.  Building Plans: Received 9/25. Reviewed 10/2 and comments/corrections sent out 10/2. Awaiting corrections. Fees due.
SPR	18-0045	Highland & Rose Body Shop	Dwight Nelson	2441 S. Highland Avenue	Used auto sales and body shop		NA		Formal application submitted 7/31/2020. Invoiced on 8/11/2020 for fees to be paid. SPR comments sent out 9/18/20. LLA application is incomplete.	Development Agreement for off-site improvements signed and returned. Site Improvement Plans and Building Plans will be required to move forward.
TPM	18-0028	3002 Parcel Map	Gaurev Sethi	3000 Floral Avenue	split one commercial property into two		8/26/2019	8/26/2019	Approved	Final Map approved 9/23/2020. Ready for signatures to be recorded.
SPR	17-0017	Second Street Service Station	Lion Builders	1702 Second street	New construction of Service Station and commercial office building.		NA	9/04/2019	SPR approval issued. CUP approved under separate application.	Site Improvement Plans not yet submitted. Construction Plans reviewed and approved-extension requested by applicant.

Entitlement	Project Number	Project Name	Applicant Name	Project Location	Description	Start Date	Hearing Date	Date Completed	Status	Next Steps
CUP	19-0025	Antioquia Ministries	Pastor Joe Alvarez	1426 Grove Street	CUP to allow the use of a Church		12/16/2019	12/16/2019	PC approved	Tenant Improvements required. Applicant has requested an extension of the CUP.
SPR	19-0026	Super Drive-in	Sam	2036 S Highland	SPR to allow new drive-thru		NA	4/23/2020	Conditions of approval issued.	Applicant needs an encroachment permit from Caltrans before plans are reviewed by the City.
SPR	19-0027	Fahrney Automotive - Pre-Owned car sales	Wells Properties	3168 Highland	Pre-owned car sales. New business	12/20/2019	NA	3/6/2020	Conditions of approval issued.	Site Improvement Plans approved. Building Plans need Fire comments to complete. Grading Permit ready for issuance.
SPR	20-0003	Solar and Highland and Rose	Nelson	NW corner of Highland and Rose	Ground mounted solar panels to serve neighboring dealership.	2/26/2020	NA	4/16/2020	Conditions of approval issued.	Site Improvement Plans and Building Permit Application required if applicant wishes to move forward.
ANX, PZ, GPA, Subdivision Map,	20-0005	Nebraska and Highland Annexation	Hinesley and Josan	Nebraska and Highland	Commercial, Single family, and Multi family.	1/30/2020			Reviewing project submittal. Project description is not finalized. RFP will be developed for CEQA review and Annexation exhibit will be sent to LAFCO once project description is complete. Plan for sewer infrastructure is not in place.	
SPR & TPM	20-0006	Fahrney Hampton Inn	Scott Fahrney	northwest of the intersection of E. Floral Ave and Highway 99	Division of 34.19 acres into five parcels varying in size from 2.96 acres to 9.16 acres. New 91-room Hampton Inn.	4/2/2020	PC: 5/26/2020 CC: 6/15/2020	6/15/2020	Site Plan Review approved administratively 06/18/2020. TPM recommended for approval by PC on 5/26/2020 and approved by CC on 06/15/2020.	Site Improvement Plans have not been submitted. Building Permit Application is under review but cannot be issued until Site Improvement Plans are approved. Final Parcel Map has not been finalized due to off-site improvement requirements. Working on Development Agreement including off-site improvements.
CUP & SPR	20-0012	Service Station ABC Mt. View	Parminder Singh	11010 E. Mountain View	New gas station, mini-mart with alcohol sales, and fast food service with drive-thru	5/29/2020	7/27/2020	7/27/2020	Approved by Planning Commission 7/27/2020.	Site Improvement Plans and Building Permit Application required to move forward.
SPR	20-0014	Chicken Shack	Sonia Sidhu	2940 McCall Avenue Suite 112	Restaurant with type 41 (beer and wine) license	6/8/2020	First hearing: 6/22/2020	Final hearing: 7/27/2020	Was recommended for approval at the June Planning Commission hearing. The item was continued due to a noticing error. Approved at the July PC hearing.	Building Permit issued 5/1/2020 for tenant improvements. Business is open.
Admin CUP	20-0020	Three Guys Smoke Shop		2835 Highland Avenue Suite 101	Smoke Shop	8/25/2020	NA	9/23/2020	Project routed. Conditions issued by Planning on 9/23/2020.	Business license required.



Ongoing large developments:

Project Name	Applicant Name	Project Location	Description	Status	Next Steps
Amberwood TSM / Zone Change	Arakel A. Arisian	Floral & Dockery	Amberwood 2,571 lot specific plan. Applicant is preparing the Phase 1 tract map, and a specific plan amendment for zone changes	Sewer approved by SKF and City 12/2018; met 4/23/2019 to discuss credits, storm drain master plan, and establish CFD; 4/2020 Call with property owner indicates contract with builder completed. Lennar has been working with staff to get an application submitted soon. Planning staff contacted the applicant on 10/12/2020. Applicant is hopeful they can move forward soon.	Application for Annexation and Tentative Subdivision Map is required. Applicant will need to track density and unit counts for the Specific Plan area to remain in compliance with CEQA.
Selma Crossing	Tim Jones		Selma Crossing – 288 acres annexed; project/FEIR approved 8/19/2013; Phase 1 NE Area – 75.75 acres commercial/retail; Phase 2 – 135.4 acres commercial/retail/office; Phase 3 – NW Area 66.6 acres commercial/retail/office/residential	City participating in CalTrans Interchange Study; amending resolution of support to go to Council in August 2020; EDC study	No pending applications. City Manager spoke to Applicant Tim Jones on 8/04/2020. Applicant does not have immediate plans to move forward with applications.
Selma Grove	Cliff Tutelian		Selma Grove. The two-phase retail/commercial project was approved with an EIR in 2006. A portion of the approved project was built with a site plan and MND in 2016.	Revised CEQA executed agreement with Scott Odell signed. Odell has completed the environmental work and staff has deemed the Addendum complete.	Application required to move forward.
Gill Annexation	Gill Family	NEC Saginaw & SR 43	Saginaw-SR43 Gill annexation of 9.87 acres on the SE corner of Saginaw and SR 43. Application submitted incomplete. The applicant has been provided a CEQA MND scope of work required for the project. No CEQA documents have been filed for the project.	Letter sent to applicant noting items still needed to complete application on 5/27/2020. Applicant submitted completed traffic study on 10/13/2020. Applicant has additional items outlined in the previous letter to complete before the project can move forward.	Complete application required to move forward.
	Raven/KB homes	North of Dinuba	Single Family homes	Formal application not submitted. KB and Raven in due diligence; biweekly meetings were held regarding project, infrastructure esp. sewer, and formation of CFD as part of due diligence.	Application for General Plan Amendment, Zone Change, and Tentative Subdivision Map will be required.
Vineyard Estates Phase III	Gill		42 Single Family homes	City Engineer has sent comments back on engineering estimate. Applicant has been approved to move forward with improvements pending approval of estimate and payment of fees.	Final map to be recorded after improvements are complete or bonded for.
V-5 Mini Storage	Ron Balakian	NEC Dinuba & McCall	Annexation, Map, pre-zone.	Annexation approved by LAFCo. Applicant to submit Final Map. Engineering approved GAD on 07/24/2020, waiting for final parcel map package to be returned.	After Final Map is approved and recorded, Site Improvement Plans and Building Permits will be required.

# Community Cares Homeless Coalition

OCTOBER 19, 2020



# Agenda

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- ▶ Community Cares Coalition Report
- ▶ City of Selma Report – Chief Gomez
- ▶ Agencies Updates and Reports
- ▶ Questions





# Community Cares Homeless Coalition

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## Involvement

City of Selma: Administration,  
Police, Fire, Parks and  
Recreation.

Selma Cares.

Kings View - MAP.

Selma COM.

United Health Centers.

Adventist Health.

Fresno County.

5 Stones.

Selma Unified School District.

Chamber of Commerce.

## Coalition Purpose

Coordinated efforts in  
developing solutions, ideas and  
strategies.

Collaborating with various  
organizations to provide  
assistance and additional  
services.

Identifying needs, challenges  
and continuation of monitoring  
the homeless locations, figures  
and evaluations of services,  
outreach, etc.

## Meetings

Next Meeting: 12/1/2020

Quarterly 2021 Schedule

- January 12, 2021
- April 9, 2021
- July 13, 2021
- October 12, 2021

# Community Cares Homeless Coalition

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Meeting: October 6, 2020

- ▶ Introductions and Discussion From Each Organization and City-Wide Efforts.
- ▶ Meet December 1, 2020. Continued discussion regarding the Super 8 Motel as the current grant expires in January 2021. Selma COM currently seeking an extension. City needs to be aware and updated on the status of the program.
- ▶ Discussed outreach efforts to make sure all organizations are aware of the Coalition and are invited to all future meetings.
- ▶ Decided on quarterly meetings beginning in 2021 and schedule additional meetings as needed, such as December 1, 2020.



# Community Cares Homeless Coalition

## Police Chief Joe Gomez

- ▶ We have a controlled homeless problem in Selma.
- ▶ Our approach is a temporary solution, i.e., breaking down encampments @Rockwell Pond/Basin, Highland/43, Raven Property, the triangle @Floral/99, etc.
- ▶ Understand there are different types of homeless (Super 8 versus the street now).
  - ▶ Type 1: For those that want assistance, enter shelters and housing programs.
  - ▶ Type 2: For those that do not want assistance or to become clean and sober; involved in crime and drugs often. Continue to avoid creating encampments and law enforcement cite and arrest for criminal activity.
  - ▶ Type 3: For those with disabilities that can't stay home during the day, need adult day care (population 4).
- ▶ Super 8 contract to end in January, may be extended three months as County tries to transition residents into.
- ▶ Numerous entities providing meals for homeless.
- ▶ Public safety and the zero tolerance policy.

# Community Cares Homeless Coalition

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## ► Organization Reports/Comments



# Community Cares Homeless Coalition

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## ► Questions/Comments



**CITY OF SELMA  
COUNCIL SPECIAL MEETING  
March 16, 2020**

The special meeting of the Selma City Council was called to order at 4:46 p.m. in the Council Chambers. Council members answering roll call were: Avalos, Robertson, Trujillo, Mayor Pro Tem Guerra, and Mayor Franco.

Also present were Special Counsel Costanzo, City Manager Gallavan, and interested citizens.

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

**CLOSED SESSION:** At 4:48 p.m., Mayor Franco recessed the meeting into Closed Session to discuss the following matters:

**CONFERENCE WITH REAL PROPERTY NEGOTIATOR(S):** Government Code Section 54956.8

1. Real Property: Suitable Land for future Fire Station to be determined  
Agency Negotiator: City Manager, Teresa Gallavan  
Negotiating Parties: Property Owner to be Determined  
Under Negotiation: Identification of Suitable Property, Price and Terms of Acquisition
2. Real Property: Property located at Huntsman and De Wolf, Selma CA.,  
Portion of APN's 348-13-071ST & 348-130-69ST  
Agency Negotiator: City Manager, Teresa Gallavan  
Negotiating Parties: County of Fresno  
Under Negotiation: Price and Terms of Acquisition
3. Real Property: Property located at Golden State Blvd and S. Highland  
Avenue, Selma CA., Portion of APN 348-192-01S  
Agency Negotiator: City Manager, Teresa Gallavan  
Negotiating Parties: North Melrose Venture  
Under Negotiation: Price and Terms of Acquisition

**CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION:** Government Code Section 54956.9(d)(1)

1. City of Selma v. Michael Cohen, *et al.* Superior Court of California, County of Sacramento Case No. 34-2013-80001397
2. California Department of Finance v. City of Selma Superior Court of California, County of Sacramento Case No. 34-2016-80002507

Mayor Franco reconvened the meeting from closed session at 6:08 p.m., with no reportable action.

*City of Selma*  
*Regular City Council Meeting*  
*March 16, 2020*  
*Page 2*

**ADJOURNMENT:** There being no further business, the meeting was adjourned at 6:09 p.m.

Respectfully submitted,

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Reyna Rivera  
City Clerk



**CITY OF SELMA  
COUNCIL REGULAR MEETING  
March 16, 2020**

The regular meeting of the Selma City Council was called to order at 6:10 p.m. in the Council Chambers and by teleconference. Council members answering roll call were: Avalos, Robertson, Trujillo, Mayor Pro Tem Guerra, and Mayor Franco.

Also present were Special Counsel Costanzo, Assistant City Manager Moreno, City Manager Gallavan, Community Services Director Kirchner, Fire Chief Petersen, Police Chief Gomez, and interested citizens.

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

**MOMENT OF SILENCE:** Mayor Franco called for a moment of silence for the passing of Mr. Jim Stephenson, a long-time and active member of the Selma community.

**INVOCATION:** Pastor Maria Tafoya, First Christian Church was present by phone and led the invocation.

**BEAUTIFICATION AWARD PRESENTATION:** Jennifer Earle stepped forward to present a Beautification Award to Robert Hernandez of the Elm Avenue Feed store in recognition of a new mural for the enhancement of their building. Council then thanked and commended him for contributing to the beautification of the City by the addition of their artwork.

**COVID-19 PRESENTATION:** Fire Chief Petersen provided a power point presentation on the current COVID-19 pandemic, discussing its spread, symptoms, prevention, treatment, available resources, and the City's response. He and City Manager Gallavan then answered Council questions on funding for local emergency response and public safety measures, and City staff's role in educating and encouraging compliance with all safety guidelines. Pastor Joe Alvarez, 13838 S. Locan stepped forward regarding coordinating efforts to meet the practical needs of citizens and especially seniors within the community.

**INTEGRATED ENERGY ASSESSMENT PRESENTATION BY ENGIE SERVICES:** Assistant City Manager Moreno discussed a power point presentation providing an update for Council on the background of Engie Services, the scope of the proposed energy program project for the City, the cost and benefits of the proposed project, and the current contract negotiation status, as requested by Council at the last Council Regular meeting. Also present by phone for the discussion was Ashu Jain, PE, Senior Manager, Engie Services. Joe Alvarez, 13838 S. Locan stepped forward to comment on the presentation.

**CHANGE IN AGENDA:** Mayor Franco stated that Council consensus was to pull and continue Consent Calendar agenda item 1.a. and Regular Business agenda item 4 for a future Council Regular meeting due to the postponement of the Sikh Parade.

**CONSENT CALENDAR:** Mayor Franco stated that agenda item 1.a. was pulled for discussion at a later date. Council member Robertson requested that agenda items 1.d., 1.e., and 1.f. be pulled from the Consent Calendar for a separate discussion. Council member Trujillo then motioned to approve the remainder of the Consent Calendar as written. Motion was seconded by Council member Robertson and carried unanimously.

- 1.a. Pulled Consideration of a Resolution consenting to the use of public facilities regarding the proposed re-routing of traffic on Highland Avenue for participants of the Annual Selma Sikh Parade.
- b. Approved Consideration of Amendment No. 1 to the Professional Services Agreement with Quad Knopf Inc. for on-call planning services
- c. Approved Consideration for approval of grant-funded expenditures for the purchase of Self-Contained Breathing Apparatus (SCBA) for the Selma Fire Department and North Central Fire Protection District
- d. Pulled  
2020-11R Consideration of a Resolution awarding contract to Dawson-Mauldin Construction for the Storm Drain Improvement Project, Community Development Block Grant Project No. 18-651
- e. Pulled  
2020-12R Consideration of a Resolution awarding contract to Don Berry Construction for the East Floral Avenue Reconstruction Project 2020 5096 (036)
- f. Pulled Consideration of the check register dated February 24, 2020

CONSENT CALENDAR AGENDA ITEM 1.a. CONSIDERATION OF A RESOLUTION CONSENTING TO THE USE OF PUBLIC FACILITIES REGARDING THE PROPOSED RE-ROUTING OF TRAFFIC ON HIGHLAND AVENUE FOR PARTICIPANTS OF THE ANNUAL SELMA SIKH PARADE: Pulled from the agenda due to the postponement of the Sikh Parade.

**CONSENT CALENDAR AGENDA ITEM 1.d. CONSIDERATION OF A RESOLUTION AWARDING CONTRACT TO DAWSON-MAULDIN CONSTRUCTION FOR THE STORM DRAIN IMPROVEMENT PROJECT, COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT NO. 18-651:** City Engineer Joseph Daggett and Assistant City Manager Moreno answered Council questions and discussed the work that will be included in this contract.

**CONSENT CALENDAR AGENDA ITEM 1.e. CONSIDERATION OF A RESOLUTION AWARDING CONTRACT TO DON BERRY CONSTRUCTION FOR THE EAST FLORAL AVENUE RECONSTRUCTION PROJECT 2020 5096 (036):** City Engineer Joseph Daggett and Assistant City Manager Moreno answered Council questions and discussed the start date for this project once approved, duration, the work involved, and impacts to City traffic.

**CONSENT CALENDAR AGENDA ITEM 1.f. CONSIDERATION OF THE CHECK REGISTER DATED FEBRUARY 24, 2020:** Assistant City Manager Moreno provided information on check register entries.

After Council discussion of agenda items 1.d, 1.e., and 1.f., motion was made by Council member Trujillo and seconded by Council member Robertson to adopt RESOLUTION NO. 2020-11R AWARDING CONTRACT TO DAWSON-MAULDIN CONSTRUCTION FOR THE STORM DRAIN IMPROVEMENT PROJECT, COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT NO. 18-651, **AND** to adopt RESOLUTION NO. 2020-12R AWARDING CONTRACT TO DON BERRY CONSTRUCTION FOR THE EAST FLORAL AVENUE RECONSTRUCTION PROJECT 2020 5096 (036), **AND** approving the CHECK REGISTER DATED FEBRUARY 24, 2020. Motion carried unanimously.

2.     Approved     Adoption of a Resolution Confirming the Report of the Environmental  
          2020-13R     Control Officer (Code Enforcement Officer), Determining Existence of  
                          Public Nuisance on City Owned Property and Directing Removal of  
                          Property, Refuse and Trespassers on the City Property and  
                          Appropriation for Funding- *Public Hearing and Adoption*

Assistant City Manager Moreno discussed the trespassing and refuse problems at the Rockwell Ponding Basin, the progressive steps that have been taken by City staff to address the issues and give notice of intention of abatement, and the budget impact for Council consideration.

After discussion, Mayor Franco opened the public hearing at 7:38 p.m. There being no one to speak on the matter, the public hearing was then closed at 7:39 p.m.

After further Council discussion, motion was made by Council member Trujillo to adopt RESOLUTION NO. 2020-13R CONFIRMING THE REPORT OF THE ENVIRONMENTAL CONTROL OFFICER (CODE ENFORCEMENT OFFICER), DETERMINING EXISTENCE OF PUBLIC NUISANCE ON CITY OWNED PROPERTY AND DIRECTING REMOVAL OF PROPERTY, REFUSE AND TRESPASSERS ON THE CITY PROPERTY AND APPROPRIATION FOR FUNDING. Motion was seconded by Mayor Pro Tem Guerra and carried unanimously.

3.     Approved     Consideration and Necessary Action on Direction of Staff on  
          2020-14R     Implementation of State of California Executive Order N-25-20  
                          regarding COVID-19 and a Resolution in Support of Declaring a  
                          Local Emergency

City Manager Gallavan presented a Resolution prepared by Fire Chief Petersen, Special Counsel Costanzo and City Clerk Rivera for Council consideration declaring a state of emergency. Special Counsel Costanzo advised that the proposed Resolution was added to the agenda following yesterday's proclamation adopted by Fresno County declaring a state of emergency, which was necessary before a similar local resolution could be considered by Council, and requires a majority four-fifths vote to be added to the agenda. Motion was then

made by Council member Avalos to add item 3 to the agenda for CONSIDERATION AND NECESSARY ACTION ON DIRECTION OF STAFF ON IMPLEMENTATION OF STATE OF CALIFORNIA EXECUTIVE ORDER N-25-20 REGARDING COVID-19 AND A RESOLUTION IN SUPPORT OF DECLARING A LOCAL EMERGENCY. Motion was seconded by Council member Robertson and carried unanimously.

Special Counsel Costanzo discussed the proposed declaration of emergency and its necessity for the potential request for reimbursement of expenses to be incurred due to the City's COVID-19 response.

Public comment was received from Laura Garcia regarding a private event scheduled for Pioneer Village on April 11, 2020 for a group of 125-150 for her daughter's quinceañera, and she inquired about any upcoming restrictions for group gatherings.

Fire Chief Petersen and Community Services Director Kirchner discussed that a determination on public property events has not yet been made, although additional restrictions are likely forthcoming, but refunds will be issued for event reservations requiring cancelation by the City. City Manager Gallavan commented that the resolution would also allow City staff to proceed with the implementation of county, state and federal recommended guidelines to protect the community and prevent risk of liability.

After Council discussion, motion was made by Council member Robertson and seconded by Council member Avalos to approve IMPLEMENTATION OF STATE OF CALIFORNIA EXECUTIVE ORDER N-25-20 REGARDING COVID-19 and to adopt RESOLUTION NO. 2020-14R PROCLAIMING EXISTENCE OF A LOCAL EMERGENCY. Motion carried unanimously.

4.     Pulled           **Consideration of a Resolution approving a request for a fee waiver for the Sikh Center of the Pacific Coast's annual Sikh Parade event**

Pulled from the agenda due to the postponement of the Sikh Parade.

5.     Continued       **Consideration of a legal services agreement with Costanzo and Associates, PC**

Special Counsel Costanzo stepped out of the building at 7:53 p.m. for the consideration of this agenda item.

City Manager Gallavan discussed the proposed contract that was requested by Council member Avalos at the February 3, 2020 Council Regular meeting. She then outlined the terms of the proposed contract that has also been reviewed by attorneys at Liebert, Cassidy, Whitmore (LCW), stated that it has been agreed to be Costanzo and Associates, but that Attorney Costanzo has requested appointment to the Office of the City Attorney via minute order.

Public comment was received by Joe Alvarez, 13838 S. Locan.

After Council discussion, consensus was to direct City staff to do further research on the advantages and disadvantages of including an appointment of Attorney Costanzo to the Office of City Attorney in addition to the proposed contract, and to continue this item to a future Council Regular meeting.

**RECESS:** At 8:11 p.m. the meeting was recessed for a short break. Mayor Franco reconvened the meeting at 8:14 p.m., with Special Counsel Costanzo returning to his seat.

**DEPARTMENT REPORTS:** City Manager Gallavan reported on the status of the Community Development Director position, advised that staff will keep Council apprised of developments in the community relating to COVID-19, and discussed the budget priority workshop with Dr. Ryle, with Council consensus to reschedule.

Assistant City Manager Moreno reported that the Measure P meeting has been postponed pending consolidation of accounts for a complete report. He advised that he is monitoring stock concerns with pensions and sales tax, and contributing factors related to COVID-19, and will keep Council informed.

City Engineer Joseph Daggett discussed a power point presentation on current Rule 20A program goals and modified Rule 20B for California Public Utilities Commission undergrounding program funding. City Engineer will continue to monitor this program and provide an update at a future Council Regular meeting to get Council consensus on what to communicate to the California Public Utilities Commission on City of Selma's preference on this issue.

Fire Chief Petersen reported on the progress of the Ambulance Department implementation and EMS recruitment.

Police Chief Gomez reported on police department structure, upcoming promotions, the effectiveness of the existing new recruit program and the new hire of Officer Anthony Yanni, status of homeless encampment abatement, sobriety checkpoints program, quality of life and gang issues, significant gang arrests and firearms recoveries made, press releases made to media, and provided an update on local homicides. Council member Robertson inquired about a gun buyback program and Chief Gomez reported that he would research.

Community Services Director Kirchner reported on the postponement of some community programs, temporary closure of the Arts Center and SMART Center due to COVID-19. He also thanked Walmart for their \$5,000.00 donation this year, advised how those funds will be disbursed, and presented the plaque awarded to the City of Selma for the Peter Ringo Park playground project at the recent California Parks and Recreation Society event that he and Public Works Director Ferrell attended in Long Beach.

**COUNCIL REPORTS:** Council member Avalos thanked the Selma Healthcare District Board for their contribution to the recent community cleanup, and thanked Police Chief Gomez and his staff for their service.



Council member Robertson reported on attending the following: Measure S meeting, Peter Ringo Park ribbon cutting, two Selma Healthcare District meetings including a presentation by David Pomeville, Director, Fresno County Department of Public Health, St. Patrick's Day fundraiser for Boys and Girls Club, meeting with Police Chief Gomez, Chamber CPR certification renewal class, and advised that the March 28<sup>th</sup> rabies clinic at Second Chance Animal Shelter has been cancelled.

Council member Trujillo reported on attending the SKF Board meeting that City Manager Gallavan is working to make a presentation to Council on, and a Small Business Alliance meeting where it was decided to postpone the April 18<sup>th</sup> biannual Selma music event.

Mayor Pro Tem Guerra reported on attending the St. Patrick's Day fundraiser, Peter Ringo Park ribbon cutting, meeting with Police Chief Gomez, and Selma Healthcare District Board meeting.

Mayor Franco reported on attending a telephone conference with T-Mobile and City Manager Gallavan, and spoke with Karen Foster, Manager, Walmart regarding what they and other large retailers are doing to ensure availability and access of necessary items to seniors and the disabled in our community and requested City staff to follow up with her. He also requested that all unreasonable price increases on necessary items be reported to Fresno County's District Attorney, and commented on his observation that many counties and municipalities have moved to teleconferencing due to COVID-19 and requested City staff to keep Council informed if the need to make such an adjustment is warranted.

**ADJOURNMENT:** There being no further business, the meeting was adjourned at 9:01 p.m.

Respectfully submitted,

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Reyna Rivera  
City Clerk

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**ITEM NO:** 1.b.

**SUBJECT:** Consideration and Necessary Action on Resolution Approving and Authorizing Execution of Contract with the Fresno County Community Development Block Grant ("CDBG") Program agreement

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**RECOMMENDATION:** Approve Resolution Authorizing Execution of the Fresno County Community Development Block Grant ("CDBG") Program Agreement Project No. 19652-CV.

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**DISCUSSION:** Fresno County has received funds to administer and implement the program for the Community Development Block Grant Coronavirus Response ("CDBG-CV") Program activities of the County, and its participating cities, in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended ("HCD Act"), the Coronavirus Aid, Relief, and Economic Security Act, ("CARES Act"); Public Law 93-383; and the laws of the State of California. CDBG-CV funding has been made available to the County to prevent, prepare for, and respond to the coronavirus ("COVID-19").

The amount of funds available to the City of Selma is \$126,772 for Selma Senior Meals, Project No. 19652-CV. The Project consists of the procurement of meals for senior citizens in the City. The Project will ensure the most vulnerable residents are receiving adequate nutrition while minimizing exposure to communicable disease at grocery stores or restaurants.

City Staff has determined the following program would best serve the needs of our citizens as this funding provides for expanded and sustained service of ready to eat meals to the Senior Citizen community of Selma. Eligible recipients will be residents who are at least 60 years old and reside in the City of Selma. Seniors will be determined eligible for the program through the existing income and need survey (distributed September 2020) as well as verbal confirmations provided by residents when contacted by City Staff to further determine eligibility of those that did not complete the survey.

Local Restaurants in the City of Selma will be asked to enter into agreements with the City for this program in order to assist with the procurement and distribution of the meals. If not enough restaurants want to participate then meals may also continue to be acquired from the Selma Unified School District. Meal vendors will be recruited from the pool of restaurants with active business licenses and selected based upon their ability to serve in the needed quantity and quality for the Senior Citizen population. City staff may continue to provide the delivery service on a case by case basis and will oversee the program implementation. In order for accurate reporting and adherence to the program, delivery persons will confirm daily the number of individuals served in each household and in total throughout this program service period.

This program has been operating off of grant funds, donations and the City general funds. These will be diminished sources in the coming months. This program and the changes towards supporting restaurants will occur at the exhaustion of the allocated city funds and grant funds. The CARES Act requires that there are adequate procedures in place to prevent any Duplication of Benefits. Duplication of Benefits occurs when Federal financial assistance is provided to Subrecipient, and Subrecipient has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source (including insurance), and the total amount received exceeds the total need for those costs. Subrecipient is required to certify that every request for payment does not constitute Duplication of Benefits. Subrecipient agrees to repay any amount that is determined to be duplicative. A program budget will be developed in accordance with the attached agreement.

If sufficient documentation is provided, the County's CDBG-CV funds can be used to reimburse for expenses going back to June 25, 2020, the date the environmental review was completed. The City will have until November 30, 2021, to incur eligible expenses for reimbursement.

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**RECOMMENDATION:** Approve Resolution Authorizing Execution of the Fresno County Community Development Block Grant ("CDBG") Program Agreement Project No. 19652-CV.

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<u>/s/</u>	<u>10/15/2020</u>
Mikal Kirchner, Director of Recreation	Date
<u>/s/</u>	<u>10/15/2020</u>
Teresa Gallavan City Manager	Date

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**RESOLUTION NO. 2020-\_\_R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF SELMA APPROVING AND AUTHORIZING THE CITY  
MANAGER TO EXECUTE AGREEMENT WITH FRESNO  
COUNTY PROVIDING GRANT FUNDING FOR THE SELMA  
SENIOR MEALS PROJECT NO. 19652-CV**

**WHEREAS**, the County of Fresno has notified the City it has Community Development Block Grant Coronavirus Response (CDBG-CV) funds available to it to fund eligible activities under the Coronavirus Aid, Relief and Economic Security Act (CARES Act); and

**WHEREAS**, the City of Selma submitted a proposal to use grant funds in the amount of \$126,772 to operate the Selma Senior Meals Project No. 19652-CV (the "Project"); and

**WHEREAS**, County has presented the City with an agreement to fund the Project and the City wishes to enter into that Agreement.

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

1. The forgoing recitals are true and correct.
2. The City Council has reviewed and approves the Agreement for CDBG-CV funding of the Project.
3. The City Manager is authorized to execute the agreement on behalf of the City of Selma.

\*\*\*\*\*

The forgoing Resolution was duly adopted by the City Council of the City of Selma at a regular meeting on the 19<sup>th</sup> of October 2020 by the following vote:

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

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Louis Franco, Mayor

ATTEST:

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Reyna Rivera, City Clerk

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AGREEMENT

THIS AGREEMENT ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2020 ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the State of California, ("County"), and the CITY OF SELMA, ("Subrecipient").

WITNESSETH

WHEREAS, the County has received funds to administer and implement the program for the Community Development Block Grant Coronavirus Response ("CDBG-CV") Program activities of the County, and its participating cities, in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended ("HCD Act"), the Coronavirus Aid, Relief, and Economic Security Act, ("CARES Act"); Public Law 93-383; and the laws of the State of California; and

WHEREAS, CDBG-CV funding has been made available to the County to prevent, prepare for, and respond to the coronavirus ("COVID-19"); and

WHEREAS, the County wishes to engage the Subrecipient to assist the County in utilizing such funds; Subrecipient has submitted the Selma Senior Meals, Project No. 19652-CV ("Project"), for CDBG-CV funding; and

WHEREAS, the Subrecipient has estimated that the total cost of the Project is \$126,772, and has requested the sum of \$126,772 from the County's allocation of CDBG-CV funds to complete the Project; and

WHEREAS, the County Board of Supervisors, at a public hearing conducted on July 7, 2020, approved the Project for funding; and

WHEREAS, the Project is consistent with the objectives of the Fresno County Consolidated Plan, including the annual Action Plan as amended.

NOW THEREFORE, in consideration of their mutual promises as hereinafter set forth, the Subrecipient and County agree as follows:

I. PROJECT DESCRIPTION, LOCATION, TIME OF PERFORMANCE AND BUDGET

A. The Project consists of the procurement of meals for senior citizens in the



City. The Project will ensure the most vulnerable residents are receiving adequate nutrition while minimizing exposure to communicable disease at grocery stores or restaurants.

B. The Subrecipient will be responsible for administering a CDBG-CV funded project in a manner satisfactory to the County and consistent with standards required as a condition of providing these funds.

C. The Project budget is estimated by the Subrecipient as follows:

Meal Procurement		<u>\$126,772</u>
	Total	\$126,772

D. Notwithstanding Subrecipient's estimates in the above-described Project budget, payments for the Project from CDBG-CV funds shall be limited to the Subrecipient's actual costs, and shall not exceed the total amount of \$126,772.

E. The proposed funding for the Project will be provided from the following sources:

CDBG-CV		\$126,772
Local Contribution		<u>\$ 0</u>
	Total	\$126,772

F. Prior to any changes that may occur which would modify the scope of the Project, the Subrecipient shall submit a written request to the County. The Subrecipient shall send its written request to:

Community Development Grants  
County of Fresno  
Department of Public Works and Planning  
Community Development Division  
2220 Tulare Street, 6<sup>th</sup> Floor  
Fresno, CA 93721

If the Director of the County Department of Public Works and Planning ("Director") determines the modified Project is still eligible under the Federal CDBG-CV regulations, the Director is authorized to permit such modifications. The County shall specify in a letter to the Subrecipient whether such modifications to the scope of the Project are authorized, and if the Subrecipient may proceed.

## II. OBLIGATIONS OF THE COUNTY

A. The County shall reimburse the Subrecipient up to, but not more than,

1 \$126,772 in CDBG-CV funds for the Project for the Subrecipient's performance of its obligations  
2 under this Agreement. All funds shall be paid in accordance with Section V of this Agreement.

3 B. The County shall review, within thirty (30) calendar days of receipt from  
4 the Subrecipient, the proposal for the activities and specifications for the Project, as prepared by  
5 the Subrecipient, for compliance with Federal regulations, conformance with state and local  
6 requirements, and the total Project cost estimate, to ensure sufficient funds are available to  
7 complete the Project. If such conditions have been met, the County shall specify in a letter to  
8 the Subrecipient that these conditions have been met, and that the Project activities can  
9 commence.

10 C. The County may, upon request by the Subrecipient, allow alternate  
11 procurement procedures permitted under 24 CFR Part 84, provided the Subrecipient submits  
12 satisfactory documentation and justification.

13 D. The County shall conduct periodic inspections of the Project, as may be  
14 required, in the determination of the County, to ensure that the intended activities and group of  
15 beneficiaries of the Project have not changed. Upon completion of the Project, but prior to the  
16 Subrecipient's acceptance of the Project, the County shall conduct a final inspection of the  
17 Project. If such conditions have been met, the County shall specify in a letter to the Subrecipient  
18 that these conditions have been met.

19 III. OBLIGATIONS OF THE SUBRECIPIENT

20 A. The Subrecipient shall provide any and all sums of money in excess of  
21 \$126,772, which may be necessary to complete the Project.

22 B. The Subrecipient shall demonstrate in writing, and to the County's  
23 satisfaction, that it has the authority, operational ability, and financial resources for providing the  
24 services being provided with CDBG-CV funds under this Agreement prior to award of the Project.

25 C. Upon completion of the activity plan, the Subrecipient shall submit the  
26 specifications to the County. The County will ensure Federal CDBG requirements have been  
27 adhered to, and review cost estimates to ensure sufficient funds are available. The Subrecipient  
28 shall obtain a letter from the County specifying these conditions have been met.

1 D. The Subrecipient may request to utilize alternate procurement procedures  
2 allowed under 24 CFR Part 84, subject to prior approval by the County.

3 E. The Subrecipient shall give written notice thereof, to include a copy of the  
4 executed contract between the Subrecipient and the vendor, to the County.

5 F. All proposed changes to the planned activities shall not proceed until prior  
6 written approval has been given by the County. Request for approval of a change of services  
7 provided shall include a narrative description of the work, a cost or price analysis in accordance  
8 with HUD requirements, and a written certification from the Subrecipient that the approval of the  
9 change is consistent with the final cost estimate approved by the County. In addition, the  
10 Subrecipient shall certify that the change is within the scope of the Project and is necessary to  
11 complete the Project.

12 G. The County has determined that the Project is exempt from the provisions  
13 of the California Environmental Quality Act (CEQA) and the National Environmental Protection  
14 Act (NEPA).

15 H. Upon completion of the Project, the Subrecipient shall notify the County  
16 so a representative can perform an inspection of the Project to determine that it was completed  
17 in accordance with the scope of work approved and authorized pursuant to this executed  
18 Agreement.

19 I. Upon approval of Project completion by the County, the Subrecipient shall  
20 provide the County with a resolution of acceptance, or similar documentation, demonstrating that  
21 the Project was completed in accordance with the scope of work approved and authorized  
22 pursuant to this executed Agreement and any approved subsequent amendments and/or  
23 changes, and that the Subrecipient has accepted the Project. Prior to the final request for  
24 payment, the Subrecipient shall also provide the County with a written summary of all Project  
25 work completed with CDBG-CV and other funds.

26 J. During the contract period, the Subrecipient shall complete and submit  
27 annually on June 1, and upon completion of the Project, a Project Outcome Measurement Report  
28 (POM) form, a copy of which is attached hereto as Exhibit 1 and incorporated herein by

reference. The POM shall contain the following information for the County's Federal reporting purposes to the U.S. Department of Housing and Urban Development (HUD):

1. Total number of households/persons assisted.
2. Number of total households/persons assisted that:
  - a. Now have new access to this type of service or facility.
  - b. Now have improved access to this type of service or facility.
  - c. Now are served by a service or facility that is no longer substandard.

K. The Subrecipient must inform the County in writing of any program income generated by the expenditure of CDBG-CV funds. Any program income generated as a result of the Project must be paid to the County. For purposes of this Agreement, program income is defined as proceeds received as a result of the CDBG-CV funded activities. If the Subrecipient contributed financially to the Project, the Subrecipient may retain a share of the program income in proportion to the Subrecipient's contribution to the Project, after the Subrecipient has provided a written accounting acceptable to the County.

L. The Subrecipient must obtain prior written approval from the County before making any modification or change in the services being provided, in whole or in part, using CDBG funds in excess of \$25,000. The Subrecipient shall provide affected citizens with notice of, and opportunity to comment on, any proposed change to the services being provided with CDBG funds. These requirements shall continue in effect for five years after the Project is completed in HUD's Integrated Disbursement and Information System (IDIS). In the event the CDBG program is closed out, the requirements of this Section shall remain in effect for activities funded with CDBG funds, unless action is taken by the Federal government to relieve the Subrecipient of these obligations.

M. The Subrecipient acknowledges that the County may periodically inspect the Project to ensure that the services are being provided as described in this Agreement. The Subrecipient agrees to provide any necessary information to the County to carry out such inspections. Furthermore, the Subrecipient agrees to take corrective action if the County

1 determines that modifications to the use and location of the Project have resulted in a violation  
2 of the Federal CDBG regulations.

3 IV. CONFORMANCE WITH APPLICABLE LAWS AND REGULATIONS

4 A. The Subrecipient shall, and shall cause its consultants, contractors, and  
5 subcontractors to, comply with all applicable State and Federal laws and regulations governing  
6 the Project.

7 B. Whenever the Subrecipient uses the services of a contractor, the  
8 Subrecipient shall require that the contractor comply with all Federal, State and local laws,  
9 ordinances, regulations and Fresno County Charter provisions applicable in the performance of  
10 their work.

11 C. This Project is subject to the requirements of Section 3 of the Housing and  
12 Urban Development Act of 1968, as amended, 12 U.S.C. 1701(u), and all applicable rules and  
13 orders issued hereunder. Compliance will be a condition of the Federal financial assistance  
14 providing under this Agreement, and binding upon the Subrecipient and any of the Subrecipient's  
15 subcontractors. The Subrecipient certifies and agrees that no contractual or other disability  
16 exists that would prevent compliance with these requirements. The Subrecipient further agrees  
17 to comply with these Section 3 requirements and to include the following language in all  
18 subcontracts executed under this Agreement: "The work to be performed under this Agreement  
19 is a project assisted under a program providing direct Federal financial assistance from HUD and  
20 is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968,  
21 as amended. Section 3 requires that to the greatest extent feasible opportunities for training and  
22 employment be given to low- and very low- income residents of the project area, and that  
23 contracts for work in connection with the project be awarded to business concerns that provide  
24 economic opportunities for low- and very low-income persons residing the metropolitan area in  
25 which the project is located". Accordingly, the Subrecipient shall require any subcontractor to  
26 complete and submit documentation prior to award of the contract, and upon Project completion,  
27 that compliance with the Section 3 clause has been met.

28 D. Because the Subrecipient is receiving at least \$100,000 for this Project



1 from the County's CDBG Program under this Agreement, the Subrecipient shall complete and  
2 submit to the County Community Development Division a "Certification of Payments to Influence  
3 Federal Transactions" form and a "Standard Form LLL - Disclosure of Lobbying Activities" form.  
4 Likewise, before the Subrecipient awards a contract using at least \$100,000 of such CDBG-CV  
5 funds, the Subrecipient shall require the subcontractors to complete and submit these two (2)  
6 forms described hereinabove to both the Subrecipient and the County.

7 V. PAYMENT FOR THE PROJECT

8 A. It is expressly agreed and understood that the total amount to be paid by  
9 the County under this Agreement shall not exceed \$126,772. At monthly intervals, the  
10 Subrecipient shall submit a written request to the County for payment of eligible expenses  
11 incurred in accordance with the performance of this Agreement. The request for the County to  
12 make such a payment shall be in accordance with the exemplar Project Pay Request Form,  
13 attached hereto as Exhibit 2 and incorporated herein by reference. The request shall also be  
14 accompanied by a written certification from the Subrecipient that the request for payment is  
15 consistent with the amount of work that has been completed, and that said work is in accordance  
16 with the contract documents and this Agreement. The request for payment shall also be  
17 accompanied by documentation acceptable to the County, such as checks, invoices or vouchers  
18 for services or materials purchased, contractor's costs, or other costs chargeable to the Project.  
19 After appropriate review and inspection, the County shall make payment from CDBG-CV funds  
20 provided in this Agreement for all eligible costs specified herein up to the maximum amount  
21 payable under Section I. Payments may be contingent upon certification of the Subrecipient's  
22 financial management system in accordance with the standards specified in 24 CFR 84.21.

23 B. The CARES Act requires that there are adequate procedures in place to  
24 prevent any duplication of benefits, as required by section 312 of the Stafford Act, as amended  
25 by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254;  
26 42 U.S.C. 5121 et seq.). Duplication of benefits occurs when Federal financial assistance is  
27 provided to Subrecipient, and Subrecipient has received (or would receive, by acting reasonably  
28 to obtain available assistance) financial assistance for the same costs from any other source

(including insurance), and the total amount received exceeds the total need for those costs. Subrecipient is required to certify that every request for payment does not constitute duplication of benefits. Subrecipient agrees to repay any amount that is determined to be duplicative.

C. Any savings realized in the final cost of the Project, due to Project cost and/or scope of work reductions, liquidated damages, or any other reason, shall be used to reduce the amount of this Project paid for with CDBG-CV funds in the same pro-rata share that CDBG-CV funds were used in payment of the Project. If the Subrecipient is required to provide any additional funds toward the Project other than described in this Agreement, any cost savings shall be first used to reimburse the Subrecipient for its contribution in excess of the total amount provided by this Agreement.

D. The County shall not be bound by any agreement between the Subrecipient and its agents.

E. Upon the completion of the Project, the Subrecipient shall submit to the County Community Development Division a written request for final payment of costs, which shall provide a detailed description of the Project pay items and costs. The final pay request shall be in accordance with Exhibit 2. The County shall not be obligated to make any payments under this Agreement if the request for payment is submitted by the Subrecipient more than sixty (60) days after the Notice of Completion has been filed with the County Recorder's Office. An extension to the sixty (60) day period may be granted by the Director prior to the deadline if the Subrecipient can demonstrate just cause for the delay.

F. The County may withhold payment of the final payment request made by the Subrecipient, until a final POM and written summary of all Project work completed with CDBG-CV and other funds have been submitted to the County.

G. All requests for payment and supporting documentation shall be sent to:

Business Manager  
County of Fresno  
Department of Public Works and Planning  
Financial Services Division  
2220 Tulare Street, 6<sup>th</sup> Floor  
Fresno, CA 93721

1           H.     The Subrecipient agrees to comply with 24 CFR 84.21-18, and agrees to  
2     adhere to the accounting and bookkeeping procedures in accordance required therein.  
3     Subrecipient must utilize adequate internal controls and maintain necessary source  
4     documentation for all costs paid with CDBG-CV funds in accordance with the performance of  
5     this Agreement.

6           I.     All records and accounts shall be available for inspection by the County,  
7     the State of California, if applicable, the Comptroller General of the United States, and HUD or  
8     any of their duly authorized representatives at all reasonable times for a period of at least four  
9     (4) years following final payment under this Agreement, or the closure of all other pending  
10    matters, whichever is later. Records shall include but not be limited to: Records providing a full  
11    description of each activity; records documenting compliance with the fair housing and equal  
12    opportunity components; financial records as required by 24 CFR 570.502, and 24 CFR 84.21-  
13    28 and any other records necessary to document compliance. The Subrecipient shall certify  
14    accounts when required or requested by the County.

15          J.     The Subrecipient shall maintain client data demonstrating eligibility for  
16    services provided. Such data shall include, but not be limited to, client name, income level or  
17    other basis for determining eligibility, and description of service. Such information shall be made  
18    available to County monitors or their designees for review upon request. The Subrecipient  
19    understands that client information collected under this contract is private and the use or  
20    disclosure of such information, when not directly connected with the administration of the  
21    Subrecipient's responsibilities with respect to services provided under this contract, is prohibited,  
22    unless written consent is obtained from such person receiving service.

23          K.     The Subrecipient, as a subrecipient of Federal financial assistance, is  
24    required to comply with the provisions of the Single Audit Act of 1984 (31 U.S.C. Sections 7501  
25    et seq.), as amended. Whenever the Subrecipient receives CDBG-CV funds from the County  
26    for the Project, a copy of any audit performed by the Subrecipient in accordance with said Act  
27    shall be forwarded to the County Community Development Grants Program Manager within nine  
28    (9) months of the end of any Subrecipient fiscal year in which funds were expended and/or

received for the Project. Failure to perform the requisite audit functions as required by this paragraph may result in the County performing any necessary audit tasks or, at the County's option, the County contracting with a public accountant to perform the audit. All audit costs related to the Subrecipient's failure to perform the requisite audit are the sole responsibility of the Subrecipient, and such audit work costs incurred by the County shall be billed to the Subrecipient, as determined by County's Auditor-Controller/Treasurer-Tax Collector. In the event the Subrecipient is only required to perform an audit under the provisions of the Act because the Subrecipient is receiving CDBG-CV funds, the County may perform, or cause to be performed, the required audit to determine whether funds provided through this Agreement have been expended in accordance with applicable laws and regulations. Any audit-related costs incurred by the County under this provision shall be charged to the County CDBG Program. The Subrecipient agrees to take prompt and appropriate corrective action on any instance of material non-compliance with applicable laws and regulations.

L. The Subrecipient shall send a copy of the audit to:

Community Development Grants  
County of Fresno  
Department of Public Works and Planning  
Community Development Division  
2220 Tulare Street, 6<sup>th</sup> Floor  
Fresno, CA 93721

#### VI. INDEMNIFICATION

The Subrecipient shall indemnify, defend, and save harmless the County, its officers, agents, and employees from and against any and all damages, claims, and losses whatsoever (including attorney's fees and costs) occurring or resulting to persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all damages, claims, and losses (including attorney's fees and costs) occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the Subrecipient's performance of, or failure to perform, its obligations under this Agreement. The provisions of this Section VI shall survive the termination of this Agreement.

VII. TIME OF PERFORMANCE

A. The following schedule shall commence on the date this Agreement is executed by the County.

1. Complete Specifications and Submit to the County for Review – January 4, 2021.
2. Complete County Review and Approval of Specifications – February 4, 2021.
3. Begin Advertising for Bids – February 22, 2021.
4. Award Contract – March 22, 2021.

B. Evidence of delivery, inspection, and acceptance by the Subrecipient shall be submitted to the County Community Development Division no later than November 30, 2021.

C. The final POM Report, written summary of all work completed, and request for final payment shall be submitted to the County no later than January 31, 2022.

D. The Subrecipient shall give immediate written notification to the County Community Development Division of any events that occur which may affect the above time schedule and completion date and the time schedule specified in the contract documents, or any event that may have significant impact upon the Project or affect the attainment of the Project's objectives. The Director is authorized to make adjustments in the above schedule if, in the Director's judgment, any delay is beyond the control of the parties involved.

E. Time is of the essence in the Subrecipient's performance of this Agreement.

VIII. BREACH OF AGREEMENT

In the event the Subrecipient fails to comply with any of the terms of this Agreement, the County may, at its option, deem the Subrecipient's failure a material breach of this Agreement, and utilize any remedies permitted by law that the County deems appropriate. Should the County deem a breach of this Agreement material, the County shall immediately be relieved of its obligations to make further payment as provided herein. Termination of this Agreement due to breach shall not, in any way whatsoever, limit the rights of the County in seeking any other legal



1 relief in a court of law or equity, including the recovery of damages. In addition to the Agreement  
2 being terminated by the County in accordance with a material breach of this Agreement by the  
3 Subrecipient, this Agreement may also be terminated for convenience by the County in accordance  
4 with state and federal law.

5 IX. TERMINATION OF PROJECT

6 A. If the Subrecipient decides to cancel the Project covered by this  
7 Agreement, the Subrecipient shall submit a request in writing to the County Department of Public  
8 Works and Planning, Community Development Division explaining just cause for the request.  
9 The Director is authorized to approve such a request if, in the Director's judgment, there is just  
10 cause for the Project's cancellation.

11 B. If the Subrecipient's request to cancel the Project covered by this  
12 Agreement is approved by the Director, the Subrecipient shall promptly return to the County all  
13 CDBG-CV funds paid pursuant to this Agreement.

14 X. VENUE; GOVERNING LAW

15 Venue for any action arising out of or relating to this Agreement shall be only in  
16 Fresno County, California. The rights and obligations of the parties and all interpretation and  
17 performance of this Agreement shall be governed in all respects by the laws of the State of  
18 California.

19 XI. ENTIRE AGREEMENT

20 This Agreement constitutes the entire agreement between the Subrecipient and the  
21 County, with respect to the subject matter hereof, and supersedes all previous negotiations,  
22 proposals, commitments, writings, advertisements, publications, and understandings of any nature  
23 whatsoever, unless expressly included in this Agreement.

24 ///

25 ///

26 ///

27 ///

28 ///

1 IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth  
2 on page one of this Agreement.

3  
4 CITY OF SELMA COUNTY OF FRESNO  
5 SUBRECIPIENT

6 By: \_\_\_\_\_  
7 City Manager

Ernest Buddy Mendes, Chairman of the  
Board of Supervisors of the  
County of Fresno

8  
9  
10 ATTEST:

ATTEST:  
Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

11  
12  
13 \_\_\_\_\_  
14 City Clerk, City of Selma

By: \_\_\_\_\_  
Deputy

15  
16 APPROVED AS TO LEGAL FORM:

17  
18 \_\_\_\_\_  
19 City Attorney

20  
21 FUND NO: 0001  
22 SUBCLASS NO: 10000  
23 ORG NO: 7205  
24 ACCOUNT NO: 7885  
25 PROJECT NO: N19652-CV  
26 ACTIVITY CODE: 7307

REMIT TO:  
City of Selma  
Attention: Teresa Gallavan,  
City Manager  
1710 Tucker Street  
Selma, CA 93662  
Telephone: (559) 891-2200

27 SW:JA: \_\_\_\_\_  
28 G:\7205CornDev\~Agendas-Agreements\2020\1215\_Selma Senior Meals CDBG 19652-CV\_Agt.docx  
October 1, 2020

**Exhibit 1**  
**County of Fresno**  
**Project Outcome Measurement Report**

Project #: \_\_\_\_\_ Project Name: \_\_\_\_\_

The County of Fresno is required to submit information annually on each project funded with Community Development Block Grant (CDBG) funds, per U.S. Department of Housing and Urban Development (HUD) guidelines. As a recipient of CDBG funds from the County, the County requests that you provide the following information:

1. Years Reported: \_\_\_\_\_ through \_\_\_\_\_
2. Enter the number of persons assisted that:
  - a. Now have **new access** to this type of public facility or infrastructure improvement: \_\_\_\_\_ or N/A  
(New access to a public facility or infrastructure is when the facility did not previously exist and is provided for the first time.)
  - b. Now have **improved access** to this type of public facility or infrastructure improvement: \_\_\_\_\_ or N/A  
(Improved access to a public facility or infrastructure is when the facility or infrastructure is improved or expanded, enabling the grantee to expand the number of people or type of service the facility provides.)
  - c. Are served by this public facility or infrastructure improvement that **is no longer substandard**: \_\_\_\_\_ or N/A  
(A public facility or infrastructure is no longer substandard when the CDBG funds were used to meet a quality standard, or measurably improve the quality of the facility or infrastructure.)

(Note: The numbers of persons entered in a, b, and c, above, must add up to the total number of persons entered in question 3.)

3. Total number of persons assisted: \_\_\_\_\_
4. Please describe the accomplishments made on this project in the past year (i.e. construction progress). If the project is complete, please describe the overall accomplishments made on the project.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Form Completed By: \_\_\_\_\_

## Exhibit 2

### Project Pay Request

Date

Business Manager

County of Fresno

Department of Public Works and Planning

Financial Services Division

2220 Tulare Street, 6th Floor

Fresno, CA 93721

Subject: Request for Payment, CDBG-CV Project No. \_\_\_\_\_

<District Name>

<Project Title>

In accordance with the executed Agreement for the above-referenced project, the <District Name> is requesting payment of \$\_\_\_\_\_ for project costs.

The District certifies that this request for payment is consistent with the amount of work that has been completed to date, performed in accordance with the construction contract documents and the executed Agreement, and as evidenced by the enclosed invoices and supporting documents. The District also certifies that this request does not constitute a duplication of benefits under federal requirements as described in Section V, Paragraph B of the Agreement.

<u>Payee</u>	<u>Invoice #</u>	<u>Amount</u>
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Sincerely,

<District Manager>

<District Name>

Enclosure(s)



**CHECK REGISTER REPORT**

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
75968	09/25/2020	Printed	U.S. BANK CORPORATE PMT SYSTEM	CALCARD CHARGES 8/25-9/22/20		47,634.23
75969	09/25/2020	Printed	VALLEY SHREDDING LLC	DOCUMENT DESTRUCTION SERVICE		60.00
75970	09/25/2020	Printed	VANIR CONSTRUCTION	POLICE DEPT CONSTRUCTION 8/1-8/31/20	PDSA	32,986.80
75971	09/25/2020	Printed	WATSON FURNITURE GROUP	NEW DISPATCH CENTER CONSOLES	PDSA	76,049.38
75972	10/09/2020	Printed	A&S PUMP SERVICE	SERVICED PUMP -LINCOLN PARK		112.00
75973	10/09/2020	Printed	CHRISTOPHER L. ABBEY / ABBEY DOOR SERVICE	REPAIR SALLY PORT OVERHEAD		595.00
75974	10/09/2020	Printed	AIRGAS USA LLC	OXYGEN RENTALS		68.81
75975	10/09/2020	Printed	MARK ALVES / ALVES ELECTRIC	TROUBLE SHOOT TRIPPING BREAKER		95.00
75976	10/09/2020	Printed	AT&T	TELEPHONE 9/1-9/30/20		192.50
75977	10/09/2020	Printed	AT&T MOBILITY	TELEPHONE -MDT'S 8/12-9/11/20		1,577.52
75978	10/09/2020	Printed	CESAR F. BEJARANO	PERISHABLE SKILLS TRAINING PER DIEM 10/20-10/22/20	R	33.00
75979	10/09/2020	Printed	BLUE CROSS BLUE SHIELD MD	AMBULANCE OVERPAYMENT REIMB		342.55
75980	10/09/2020	Printed	JAY WESLEY BROCK / TOP DOG TRAINING CENTER	K9 MAINTENANCE TRAINING 9/28/20		270.00
75981	10/09/2020	Printed	CALIFORNIA BUILDING STANDARDS	BUILDING STANDARDS FEE 7/1-9/30/20	R	197.10
75982	10/09/2020	Printed	CALIFORNIA WATER SERVICE	WATER SERVICE -SEPTEMBER 2020		17,750.02
75983	10/09/2020	Printed	ROD CARSEY	PLAN CHECKS -SEPTEMBER 2020		3,284.67
75984	10/09/2020	Printed	TRACY CERDA	PIONEER VILLAGE RENTAL		75.00
75985	10/09/2020	Printed	CHRISTOPHER CISNEROS	EMT RECERT REIMBURSEMENT		48.00
75986	10/09/2020	Printed	CITY OF FRESNO	POST PERISHABLE SKILLS TRAINING 10/13-10/15/20	R	406.00
75987	10/09/2020	Printed	CITY OF FRESNO	POST PERISHABLE SKILLS TRAINING 10/20-10/22/20	R	406.00
75988	10/09/2020	Printed	CITY OF SANGER FIRE DEPARTMENT	CONSULTING FOR IGT -AUG 2020		2,389.50
75989	10/09/2020	Printed	COSTANZO & ASSOCIATES	LEGAL FEES -JULY 2020		16,367.32
75990	10/09/2020	Printed	COUNTY OF FRESNO	RMS/JMS/CAD ACCESS FEES-AUG 20		579.68
75991	10/09/2020	Printed	DATA TICKET, INC.	PARKING CITATION PROCESSING -AUG 20		200.00
75992	10/09/2020	Printed	DATAPATH LLC	NETCARE & ON SITE SUPPORT -OCT 20 NEW MONITORS FOR DISPATCH, SERVER UPGRADE, SWITCH FOR CAMERAS-PD		19,852.79
75993	10/09/2020	Printed	DAWSON-MAULDIN LLC	RETENTION CDBG 18651		21,346.63
75994	10/09/2020	Printed	DEPARTMENT OF CONSERVATION	SMIP & SEISMIC FEE 7/1-9/30/20		392.35
75995	10/09/2020	Printed	DEPARTMENT OF HEALTH CARE	AMBULANCE OVERPAYMENT REIMB		394.27
75996	10/09/2020	Printed	DEPARTMENT OF JUSTICE	BLOOD ALCOHOL ANALYSIS -AUG 20		840.00
75997	10/09/2020	Printed	JEANNETTE DERR	DRIVE IN MOVIES SUPPLIES REIMB		126.21
75998	10/09/2020	Printed	DIVISION OF THE STATE	ADA BUSINESS LICENSE FEE 7/1-9/30/20	R	96.40
75999	10/09/2020	Printed	EMPOWER SOLAR	BUSINESS LIC OVERPAYMENT REIMB		94.00
76000	10/09/2020	Printed	ENTERPRISE HOLDINGS, INC.	RENTAL CAR FOR STRIKE TEAM	R	1,560.59
76001	10/09/2020	Printed	FIRE RECOVERY EMS LLC	AMBULANCE BILLING -AUG 2020		5,835.36
76002	10/09/2020	Printed	FREEDOM POOLS	BUSINESS LIC OVERPAYMENT REIMB		4.00
76003	10/09/2020	Printed	FRESNO CITY COLLEGE	TRAFFIC COLLISION COURSE 9/7-9/11/20, BASIC DISPATCH ACADEMY 7/27-8/14/20	R	1,263.00
76004	10/09/2020	Printed	SANDRA GADBERRY	PERSONNEL COMMISSION HEARING		25.00
76005	10/09/2020	Printed	HEALTH NET	AMBULANCE OVERPAYMENT REIMB		122.36
76006	10/09/2020	Printed	HEALTH NET	AMBULANCE OVERPAYMENT REIMB		99.57
76007	10/09/2020	Printed	HENRY SCHEIN INC.	MEDICAL SUPPLIES		478.91
76008	10/09/2020	Printed	INDUSTRIAL SAFETY LLC	MECHANIX WEAR SAFETY GLASSES		848.07
76009	10/09/2020	Printed	J'S COMMUNICATION INC.	SERVICE AGREEMENT 10/1-10/31/20, SAFETY GRATED WAVEGUIDE BRIDGE - NEW PD	PARTIAL PDSA	2,572.20
76010	10/09/2020	Printed	JAMES G. PALMER APPRAISALS INC	ROCKWELL PARK APPRAISAL GRANT FOR PARK	G	3,750.00
76011	10/09/2020	Printed	JOHNSON CONTROLS SECURITY	REPLACED BATTERY -CITY HALL		744.56
76012	10/09/2020	Printed	LIFE-ASSIST INC.	MEDICAL SUPPLIES		157.02
76013	10/09/2020	Printed	LOGISTICARE	AMBULANCE OVERPAYMENT REIMB		399.35
76014	10/09/2020	Printed	HEATHER MCCOY	PROFESSIONAL SERVICES CS#20-3542		1,000.00

## CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
76015	10/09/2020	Printed	KYLE MCGUIRE	PHLEBOTOMY SERVICE 20-3748		50.00
76016	10/09/2020	Printed	METRO UNIFORM	BALLISTIC VESTS, POLICE REVOLVING ACCT	PARTIAL R	2,071.84
76017	10/09/2020	Printed	MUSIC THEATRE INTERNATIONAL	BEAUTY AND THE BEAST ROYALTY		4,628.70
76018	10/09/2020	Printed	ODELL PLANNING & RESEARCH, INC	SELMA GROVE EIR ADDENDUM		1,110.85
76019	10/09/2020	Printed	OFFICE DEPOT, INC.	OFFICE SUPPLIES		518.37
76020	10/09/2020	Printed	LANCE PEARCE	PERISHABLE SKILLS TRAINING PER DIEM 10/13-10/15/20	R	33.00
76021	10/09/2020	Printed	MARY I PEREZ	AMBULANCE OVERPAYMENT REIMB		95.96
76022	10/09/2020	Printed	PG&E	UTILITIES -SEPTEMBER 2020		529.10
76023	10/09/2020	Printed	PG&E	UTILITIES -SEPTEMBER 2020		2,886.71
76024	10/09/2020	Printed	DANIEL ANTHONY RIVAS	HOTEL ROOMS FOR STRIKE TEAM REIMB	R	562.69
76025	10/09/2020	Printed	ELMO JOHN ROSSOTTI	FABRICATE LOCKS FOR BRENTLINGER PARK		1,000.00
76026	10/09/2020	Printed	SANTA MARIA CALIFORNIA NEWS	NOTICE -CDBG 21651		183.00
76027	10/09/2020	Printed	SANTE HEALTH SYSTEMS	AMBULANCE OVERPAYMENT REIMB		457.18
76028	10/09/2020	Printed	SELMA DISTRICT CHAMBER OF	SELMA DRIVE IN MOVIES STAR		50.00
76029	10/09/2020	Printed	SELMA UNIFIED SCHOOL DISTRICT	FUEL -AUGUST 2020		32,013.78
76030	10/09/2020	Printed	SPARKLETTES	WATER SERVICE		135.59
76031	10/09/2020	Printed	STERICYCLE, INC.	STERI-SAFE OSHA COMPLIANCE		172.61
76032	10/09/2020	Printed	STRYKER SALES CORPORATION	AMBULANCE GURNEY, ANNUAL MAINT FOR HEART MONITOR		22,602.81
76033	10/09/2020	Printed	U.S. BANK EQUIPMENT FINANCE	COPY MACHINE LEASES -OCT 20		2,097.91
76034	10/09/2020	Printed	UNITY IT	MDT MANAGED SERVICES -AUG 20		2,622.46
76035	10/09/2020	Printed	VERIZON WIRELESS	AIRCARDS 8/19-9/18/20		531.44
76036	10/09/2020	Printed	VINCENT COMMUNICATIONS INC	MICROPHONES, HEADSET MOUNTING AND CHARGER KITS		1,869.89
76037	10/09/2020	Printed	VORTEX INDUSTRIES, INC.	REPAIR STEEL OVERHEAD DOOR		2,225.00
76038	10/09/2020	Printed	WILSON FIRE SPRINKLER, INC.	ANNUAL FIRE SPRINKLER INSPECTION -PD		400.00
76039	10/09/2020	Printed	RAE WILSON	REFUND SENIOR TRIP		65.00
<b>TOTAL</b>						<b>342,636.61</b>

Grant: G PD State Appropriation: PDSA (457) Reimbursement: R

# CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
<b>SUCCESSOR AGENCY</b>						
122	10/09/2020	Printed	COSTANZO & ASSOCIATES	LEGAL FEES -JULY 2020		1,303.50
<b>TOTAL</b>						<b>1,303.50</b>

## **PAYROLL TRANSACTIONS**

### **CHECK REGISTER**

<b>Date</b>	<b>Check No.</b>	<b>Amount</b>
10/2/2020	116257-116265	\$3,702.44
10/7/2020	116272	\$94.43
10/9/2020	116273	\$489.32

### **Remittance Checks**

<b>Date</b>	<b>Check No.</b>	<b>Amount</b>
10/2/2020	116266-116271	\$18,379.52

### **ACH Payment**

<b>Date</b>	<b>Description</b>	<b>Amount</b>
10/2/2020	PR OCT 02 20	\$291,288.67
10/7/2020	SPR OCT 07 20	\$72.21



# US BANK INVOICE FOR CALCARD CHARGES: 8/25/20-9/22/20

TRANSACTION					
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
CALEB GARCIA	8/24/2020	CHEVRON, FRESNO CA	FUEL-ACT	269-2100-600.257.000	70.42
CALEB GARCIA	8/24/2020	AUTOZONE, FRESNO CA	VEHICLE MAINTENANCE-ACT	269-2100-620.100.000	171.59
CALEB GARCIA	8/24/2020	AUTOZONE, FRESNO CA	VEHICLE MAINTENANCE-ACT	269-2100-620.100.000	(18.00)
CALEB GARCIA	8/27/2020	76, SELMA CA	FUEL-ACT	269-2100-600.257.000	29.07
CALEB GARCIA	8/28/2020	SHELL, FRESNO CA	FUEL-ACT	269-2100-600.257.000	55.30
CALEB GARCIA	9/2/2020	CIRCLE K, FRESNO CA	FUEL-ACT	269-2100-600.257.000	64.76
CALEB GARCIA	9/4/2020	CHEVRON, FRESNO CA	FUEL-ACT	269-2100-600.257.000	56.81
CALEB GARCIA	9/9/2020	TINY MART, PRATHER CA	FUEL-ACT	269-2100-600.257.000	49.07
CALEB GARCIA	9/9/2020	TINY MART, PRATHER CA	FUEL-ACT	269-2100-600.257.000	23.69
CALEB GARCIA	9/10/2020	TINY MART, PRATHER CA	FUEL-ACT	269-2100-600.257.000	32.81
CALEB GARCIA	9/11/2020	CHEVRON, FRESNO CA	FUEL-ACT	269-2100-600.257.000	24.44
CALEB GARCIA	9/17/2020	SHELL, FRESNO CA	FUEL-ACT	269-2100-600.257.000	54.73
CALEB GARCIA	9/19/2020	TINY MART, PRATHER CA	FUEL-ACT	269-2100-600.257.000	44.49
CALEB GARCIA	9/20/2020	TINY MART, PRATHER CA	FUEL-ACT	269-2100-600.257.000	30.71
CALEB GARCIA	9/21/2020	CHEVRON, FRESNO CA	FUEL-ACT	269-2100-600.257.000	66.97
CASSY FAIN	9/14/2020	PETSMART	DOG FOOD	100-2200-600.250.000	53.08
CITY OF SELMA SNG RES 1	9/8/2020	LOWE'S	ST 1 REMODEL	100-2525-600.250.000	159.45
CITY OF SELMA SNG RES 1	9/8/2020	THE HOME DEPOT	ST 1 REMODEL	100-2525-600.250.000	60.24
CITY OF SELMA SNG RES 1	9/8/2020	THE HOME DEPOT	ST 1 REMODEL	100-2525-600.250.000	193.75
CITY OF SELMA SNG RES 2	9/11/2020	CUMMINS INC	FUEL FILTER / FUEL PUMP	701-9200-600.256.000	117.37
CITY OF SELMA SNG RES 3	8/25/2020	SHELL OIL	FUEL - OUT OF COUNTY	701-9200-600.257.000	29.35
CITY OF SELMA STATION 1	9/15/2020	SQ JB SIGN CO	ST 1 IMPROVEMENTS	100-2525-600.250.000	175.98
CITY OF SELMA STATION 1	9/16/2020	THE HOME DEPOT	ST 1 IMPROVEMENTS	100-2525-600.250.000	55.64
CITY OF SELMA STATION 1	9/17/2020	AUTOZONE	CLEANING SUPPLIES FOR ENGINES	100-2525-600.250.000	42.02
CITY OF SELMA STATION 1	9/17/2020	THE HOME DEPOT	ST 1 IMPROVEMENTS	100-2525-600.250.000	10.67
CITY OF SELMA STATION 1	9/18/2020	NAPA AUTO PARTS	ST 1 IMPROVEMENTS	100-2525-600.250.000	11.69
CITY OF SELMA STATION 1	9/18/2020	NAPA AUTO PARTS	ST 1 IMPROVEMENTS	100-2525-600.250.000	12.26
CITY OF SELMA STATION 2	8/24/2020	WALMART	SUPPLIES	100-2525-600.250.000	5.42
CITY OF SELMA STATION 2	9/7/2020	O'REILLY AUTO PARTS	F250 PARTS (AIR FILTER)	701-9200-600.256.000	97.12
CITY OF SELMA STATION 2	9/7/2020	THE HOME DEPOT	EXT CORD FOR E110	100-2525-600.250.000	15.21
CITY OF SELMA STATION 2	9/17/2020	WALMART	STATION CLEANING ITEMS	100-2525-600.250.000	36.21
CITY OF SELMA TRAINING DIV	9/3/2020	LOVES COUNTRY	FUEL FOR SQ110	701-9200-600.257.000	50.00
CITY OF SELMA TRAINING DIV	9/13/2020	TRACTOR SUPPLY	FUEL MIX FOR SAWS	100-2525-600.250.000	7.50
CITY OF SELMA TRAINING DIV	9/17/2020	WALMART	TIE DOWNS FOR SQUAD	100-2525-600.250.000	12.48
FABIAN URESTI	8/26/2020	OPUS SOLUTIONS	COMPUTER -NEW AMB	600-2600-600.350.000	1,018.65
FABIAN URESTI	8/27/2020	WALMART	EMS EQUIP -NARC	600-2600-600.250.000	3.25
FABIAN URESTI	9/2/2020	WALMART	EMS EQUIP -NARC	600-2600-600.250.000	2.17
FABIAN URESTI	9/3/2020	NELSON'S ACE HARDWARE	SAW -SQ110	111-2500-600.250.000	542.27
FABIAN URESTI	9/3/2020	NELSON'S ACE HARDWARE	REPAIRS T110 GEN	701-9200-600.475.000	880.94
FINANCE DEPT	9/8/2020	ON DEMAND MAIL QUICK	CH POSTAGE MACHINE SUPPLIES	100-1600-600.100.000	87.40
FINANCE DEPT	9/9/2020	FRESNO COUNTY RECORDER	RECORDS COPIES	391-6300-600.400.000	2.00
FINANCE DEPT	9/9/2020	FRESNO COUNTY RECORDER	RECORDS COPIES SERVICE FEE	391-6300-600.400.000	2.50
GEORGE SIPIN	8/24/2020	O'REILLY AUTO PARTS	BATTERIES - STOCK	603-5500-600.256.000	189.74
GEORGE SIPIN	8/25/2020	AVS	AIR LIFT DENOMINATOR FOR ARBOC'S	603-5500-600.256.000	682.32
GEORGE SIPIN	8/26/2020	SAFETY-KLEEN	RECYCLE USED OIL	603-5500-600.400.000	861.95

# US BANK INVOICE FOR CALCARD CHARGES: 8/25/20-9/22/20

TRANSACTION					
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
GEORGE SIPIN	8/26/2020	O'REILLY AUTO PARTS	OIL FILTERS - STOCK	603-5500-600.256.000	48.16
GEORGE SIPIN	8/26/2020	O'REILLY AUTO PARTS	VALVES, FILTERS, PULLEYS, BRAKE CLEANER	603-5500-600.256.000	735.61
GEORGE SIPIN	8/26/2020	AMAZON	PURCHASE 4 MINI SURVEILLANCE CAMERAS	603-5500-600.250.000	106.32
GEORGE SIPIN	8/26/2020	AMAZON	PURCHASE MINI SURVEILLANCE CAMERA	603-5500-600.250.000	26.58
GEORGE SIPIN	8/26/2020	NAPA AUTO PARTS	HOSES, FILTERS, COUPLINGS	603-5500-600.256.000	293.54
GEORGE SIPIN	8/27/2020	O'REILLY AUTO PARTS	MOTOR OIL	603-5500-600.250.000	51.94
GEORGE SIPIN	8/27/2020	O'REILLY AUTO PARTS	WIRE SET, SWITCHES, SPARK PLUGS	603-5500-600.256.000	137.70
GEORGE SIPIN	8/27/2020	LES SCHWAB TIRES	RESTOCK TIRES	603-5500-600.256.000	887.96
GEORGE SIPIN	8/27/2020	LES SCHWAB TIRES	ALIGNMENT - RT #158	603-5500-600.400.000	89.99
GEORGE SIPIN	8/27/2020	NELSON'S ACE HARDWARE	PASSENGER DOOR SWITCHES-ARBOC'S	603-5500-600.256.000	29.09
GEORGE SIPIN	8/31/2020	O'REILLY AUTO PARTS	CANCELED TRAINING - CREDIT	603-5500.600.400.000	(360.00)
GEORGE SIPIN	8/31/2020	ALL AMERICAN GLASS	INSTALL WINDSHIELD - RT #144	603-5500.600.400.000	367.66
GEORGE SIPIN	8/31/2020	FRONTIER FASTENER	NUTS, WASHERS, TIE WRAPS-STOCK	603-5500-600.256.000	40.26
GEORGE SIPIN	8/31/2020	AMAZON	LAPTOPS FOR DATA STORAGE	603-5500-600.250.000	138.82
GEORGE SIPIN	9/2/2020	O'REILLY AUTO PARTS	ONLINE TECH TRAINING CLASS	603-5500-600.400.000	39.99
GEORGE SIPIN	9/2/2020	O'REILLY AUTO PARTS	FILTERS, BATTERIES, SEPARATORS-STOCK	603-5500-600.256.000	306.85
GEORGE SIPIN	9/2/2020	O'REILLY AUTO PARTS	RELAYS - STOCK	603-5500-600.256.000	58.79
GEORGE SIPIN	9/2/2020	NELSON'S ACE HARDWARE	SANDING WHEEL FOR BRAKES	603-5500-600.250.000	24.18
GEORGE SIPIN	9/3/2020	AMAZON	PURCHASE 4 MINI SURVEILLANCE CAMERA	603-5500-600.250.000	106.32
GEORGE SIPIN	9/3/2020	CAL DISTRIBUTING	ALTERNATOR FOR EL DORADO BUSES	603-5500-600.256.000	1,769.94
GEORGE SIPIN	9/3/2020	CAL DISTRIBUTING	REBUILT ALTERNATOR	603-5500-600.400.000	356.88
GEORGE SIPIN	9/3/2020	CAL DISTRIBUTING	ALTERNATOR FOR EL DORADO BUSES	603-5500-600.256.000	1,769.94
GEORGE SIPIN	9/3/2020	CAL DISTRIBUTING	ALTERNATOR FOR EL DORADO BUSES	603-5500-600.256.000	1,769.94
GEORGE SIPIN	9/4/2020	NAPA AUTO PARTS	WATER PUMP, THERMOSTAT- RT #165	603-5500-600.256.000	204.24
GEORGE SIPIN	9/6/2020	AMAZON	PURCHASE 2 MINI SURVEILLANCE CAMERA	603-5500-600.250.000	53.16
GEORGE SIPIN	9/8/2020	O'REILLY AUTO PARTS	BATTERIES - STOCK	603-5500-600.256.000	235.79
GEORGE SIPIN	9/8/2020	NELSON'S ACE HARDWARE	GARDENING SUPPLIES	603-5500-600.250.000	66.34
GEORGE SIPIN	9/8/2020	MICHAEL AUTOMOTIVE CENTER	GASKETS, SEALS - STOCK	603-5500.600.256.000	33.93
GEORGE SIPIN	9/9/2020	NAPA AUTO PARTS	HYDRAULIC OIL, WINDSHIELD WASH, ANTIFREEZE	603-5500-600.250.000	211.72
GEORGE SIPIN	9/9/2020	O'REILLY AUTO PARTS	FILTERS, BATTERIES - STOCK	603-5500-600.256.000	777.18
GEORGE SIPIN	9/9/2020	MICHAEL AUTOMOTIVE CENTER	GASKETS, SEALS - STOCK	603-5500-600.256.000	33.93
GEORGE SIPIN	9/10/2020	ROMITA AUTO SERVICE	REPLACE OXYGEN SENSORS - RT#151	603-5500-600.400.000	640.00
GEORGE SIPIN	9/11/2020	AMAZON	USB CHARGERS FOR TABLETS	603-5500-600.250.000	271.10
GEORGE SIPIN	9/13/2020	AMAZON	HARD CASES FOR TABLES	603-5500-600.250.000	62.90
GEORGE SIPIN	9/14/2020	WALMART	RESTROOM SUPPLIES	603-5500-600.250.000	99.92
GEORGE SIPIN	9/14/2020	O'REILLY AUTO PARTS	RADIATOR, COOLANT HOSE, ANTIFREEZE - STOCK	603-5500-600.256.000	387.71
GEORGE SIPIN	9/14/2020	O'REILLY AUTO PARTS	WINDOW HANDLE - STOCK	603-5500-600.256.000	11.74
GEORGE SIPIN	9/14/2020	FRONTIER FASTENER	HAND SANITIZER -COVID 19	603-5500-600.250.000	30.19
GEORGE SIPIN	9/15/2020	NAPA AUTO PARTS	BELTS, BATTERY CABLE - STOCK	603-5500-600.256.000	142.29
GEORGE SIPIN	9/16/2020	LIBERTY CHEVROLET	REPLACED STEERING WHEEL COIL-UNIT #159	603-5500-600.400.000	662.37
GEORGE SIPIN	9/16/2020	NAPA AUTO PARTS	EXHAUST HANGERS - STOCK	603-5500-600.256.000	36.11
GEORGE SIPIN	9/18/2020	OFFICE DEPOT	PRINTER TONER	603-5500-600.250.000	109.04
GEORGE SIPIN	9/18/2020	O'REILLY AUTO PARTS	GREASER, ORIFICE TUBES - STOCK	603-5500-600.256.000	96.48

MIKAL KIRCHNER	8/24/2020	THE HOME DEPOT	BRENTLINGER LIGHT/ELECTRIC BOX LOCKS REPLACE	100-4700-600.250.000	30.37
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# US BANK INVOICE FOR CALCARD CHARGES: 8/25/20-9/22/20

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
MIKAL KIRCHNER	8/31/2020	THE HOME DEPOT	BRENTLINGER CONCESSION SECURITY LOCKS UPGRADE	100-4700-600.250.000	20.27
MIKAL KIRCHNER	9/1/2020	NELSON'S HARDWARE	PUBLIC WORKS KEYS NEW LOCKS BRENTLINGER	100-1700-600.250.000	29.19
MIKAL KIRCHNER	9/14/2020	WALGREENS	ARTS CENTER THERMOMETER	100-4300-600.250.000	47.72
MIKAL KIRCHNER	9/14/2020	THE HOME DEPOT	DRIVE IN TAPE; ARTS CONCESSION WATER; SR. CENTER KNIFE	100-4500-600.250.000	13.05
MIKAL KIRCHNER	9/14/2020	THE HOME DEPOT	DRIVE IN TAPE; ARTS CONCESSION WATER; SR. CENTER KNIFE	605-4300-600.250.000	26.13
NESTOR GALVAN	8/24/2020	CAMACHO TIRES	4 NEW TIRES - UNIT #189	701-9200-600.255.000	1,240.00
NESTOR GALVAN	8/24/2020	FAST UNDERCAR	ENGINE MOUNT - UNIT #229	701-9200-600.256.000	152.67
NESTOR GALVAN	8/24/2020	FAHRNEY FORD	OIL CHANGE/BRAKES - UNIT #1002	701-9200-600.457.000	384.36
NESTOR GALVAN	8/25/2020	SAFETY-KLEEN SYSTEMS	SERVICE PARTS WASHER	701-9200-600.400.000	176.27
NESTOR GALVAN	8/25/2020	O'REILLY AUTO PARTS	TAIL LAMP/LIGHT - UNIT #196	701-9200-600.256.000	65.54
NESTOR GALVAN	8/25/2020	ASSOCIATED COMPRESSOR	SERVICE AIR COMPRESSOR - UNIT #2203	701-9200-600.400.000	356.42
NESTOR GALVAN	8/25/2020	NAPA AUTO PARTS	COUPLING - UNIT #1318	701-9200-600.256.000	5.40
NESTOR GALVAN	8/25/2020	FIRE APPARATUS SOLUTIONS	WATER HOSE - UNIT #8510	701-9200-600.256.000	261.53
NESTOR GALVAN	8/25/2020	FIRE APPARATUS SOLUTIONS	HEADLAMPS - UNIT #8510	701-9200-600.256.000	846.18
NESTOR GALVAN	8/26/2020	O'REILLY AUTO PARTS	DEF/BRAKE CLEANER - STOCK	701-9200-600.256.000	68.18
NESTOR GALVAN	8/26/2020	O'REILLY AUTO PARTS	CABIN/AIR/OIL FILTERS	701-9200-600.256.000	297.83
NESTOR GALVAN	8/26/2020	NAPA AUTO PARTS	HOSE CORBIN CLAMPS - UNIT #1318	701-9200-600.256.000	6.17
NESTOR GALVAN	8/26/2020	NAPA AUTO PARTS	JULY NAPA TRACS BILLING	701-9200-600.400.000	169.00
NESTOR GALVAN	8/27/2020	FAHRNEY FORD	REPLACE FILTERS, BRAKES, ROTOR, 2 TIRES - UNIT #1001	701-9200-600.457.000	2,154.57
NESTOR GALVAN	8/27/2020	FAHRNEY FORD	REPLACED BRAKES/ROTORS, SERVICED A/C - UNIT #181	701-9200-600.457.000	1,378.29
NESTOR GALVAN	8/28/2020	CAMACHO TIRES	4 NEW TIRES - UNIT #503	701-9200-600.255.000	750.00
NESTOR GALVAN	8/31/2020	O'REILLY AUTO PARTS	CREDIT - CANCELED CLINICS	701-9200-600.400.000	(180.00)
NESTOR GALVAN	8/31/2020	O'REILLY AUTO PARTS	AIR FILTERS FOR EXMARKS	701-9200-600.256.000	325.53
NESTOR GALVAN	8/31/2020	NELSON'S POWER CENTER	EXMARK BLADES - UNIT #3208	701-9200-600.256.000	313.72
NESTOR GALVAN	8/31/2020	NELSON'S POWER CENTER	CHAIN LOOPS FOR CHAINSAWS	701-9200-600.256.000	177.70
NESTOR GALVAN	8/31/2020	NELSON'S POWER CENTER	CARBURETOR - UNIT #4221	701-9200-600.250.000	83.17
NESTOR GALVAN	9/1/2020	TIFCO INDUSTRIES	ELECTRICAL TERMINAL - STOCK	701-9200-600.256.000	190.57
NESTOR GALVAN	9/1/2020	TIFCO INDUSTRIES	ALCOHOL WIPES - COVID 19	701-9200-600.250.000	184.40
NESTOR GALVAN	9/1/2020	O'REILLY AUTO PARTS	FUEL, WATER SEPARATOR -UNIT #391	701-9200-600.256.000	31.59
NESTOR GALVAN	9/1/2020	NAPA AUTO PARTS	FILTERS, HOSE CLAMPS-UNIT #391	701-9200-600.256.000	83.71
NESTOR GALVAN	9/1/2020	NAPA AUTO PARTS	CONCENTRATE - UNIT #391	701-9200-600.256.000	129.26
NESTOR GALVAN	9/1/2020	NAPA AUTO PARTS	BLADES/HARDWARE KITS FOR EXMARKS	701-9200-600.256.000	375.14
NESTOR GALVAN	9/2/2020	O'REILLY AUTO PARTS	CODE WEBINAR	701-9200-600.400.000	39.99
NESTOR GALVAN	9/3/2020	CAMACHO TIRES	4 NEW TIRES - UNIT #	701-9200-600.255.000	280.00
NESTOR GALVAN	9/3/2020	FAST UNDERCAR	ROTORS/PADS- STOCK	701-9200-600.256.000	378.85
NESTOR GALVAN	9/3/2020	NAPA AUTO PARTS	GREASE CAP - UNIT 3110	701-9200-600.256.000	3.68
NESTOR GALVAN	9/4/2020	GODINEZ AUTO BODY PARTS	REPLACE WINDSHIELD - UNIT #181	701-9200-600.400.000	295.00
NESTOR GALVAN	9/4/2020	NAPA AUTO PARTS	GREASE CAP - UNIT 3110	701-9200-600.256.000	4.32
NESTOR GALVAN	9/4/2020	NAVA BROTHERS AUTO DETAILING	WASH/VAC - UNIT #'S 317 & 321	701-9200-600.400.000	60.00
NESTOR GALVAN	9/8/2020	PAPE MACHINERY	FILTERS - UNIT #1318	701-9200-600.256.000	88.21

# US BANK INVOICE FOR CALCARD CHARGES: 8/25/20-9/22/20

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
NESTOR GALVAN	9/8/2020	THE MOWERS EDGE INC	MULCH KIT - UNIT #3205	701-9200-600.256.000	430.82
NESTOR GALVAN	9/8/2020	THE MOWERS EDGE INC	ADJUST DECK SETTINGS - UNIT #3205	701-9200-600.400.000	300.00
NESTOR GALVAN	9/9/2020	FAST UNDERCAR	CREDIT FOR WARRANTY PART	701-9200-600.256.000	(378.85)
NESTOR GALVAN	9/9/2020	NAPA AUTO PARTS	OIL/AIR FILTER - UNIT #1318	701-9200-600.256.000	64.87
NESTOR GALVAN	9/9/2020	O'REILLY AUTO PARTS	DEF FOR FIRE STATIONS	701-9200-600.254.000	71.53
NESTOR GALVAN	9/9/2020	O'REILLY AUTO PARTS	DEF FOR FIRE STATIONS	701-9200-600.254.000	47.69
NESTOR GALVAN	9/9/2020	CAMACHO TIRES	REPAIR FLAT - UNIT #8560(AMBULANCE)	600-2600-600.400.000	20.00
NESTOR GALVAN	9/9/2020	CAMACHO TIRES	NEW TIRE - UNIT #182	701-9200-600.255.000	310.00
NESTOR GALVAN	9/9/2020	CAMACHO TIRES	NEW TIRE - UNIT #3205	701-9200-600.255.000	125.00
NESTOR GALVAN	9/9/2020	FAST UNDERCAR	ROTORS/PADS - UNIT #185	701-9200-600.256.000	259.63
NESTOR GALVAN	9/9/2020	FAST UNDERCAR	ROTORS/PADS - UNIT #184	701-9200-600.256.000	259.63
NESTOR GALVAN	9/10/2020	O'REILLY AUTO PARTS	PIN BOOT KITS FOR EXPLORERS - STOCK	701-9200-600.256.000	20.35
NESTOR GALVAN	9/10/2020	CAMACHO TIRES	NEW TIRE - UNIT #182	701-9200-600.255.000	310.00
NESTOR GALVAN	9/10/2020	CAMACHO TIRES	NEW TIRE - UNIT #185	701-9200-600.255.000	310.00
NESTOR GALVAN	9/10/2020	NAPA AUTO PARTS	CABIN AIR FILTER - UNIT #727	701-9200-600.256.000	10.40
NESTOR GALVAN	9/14/2020	CAMACHO TIRES	REPAIR FLAT TIRE - UNIT #1606	701-9200-600.400.000	110.00
NESTOR GALVAN	9/14/2020	FAST UNDERCAR	ROTORS/PADS - UNIT #187	701-9200-600.256.000	378.85
NESTOR GALVAN	9/14/2020	FAHRNEY FORD	GASKET/EXHAUST - UNIT #183	701-9200-600.256.000	690.75
NESTOR GALVAN	9/15/2020	O'REILLY AUTO PARTS	AIR FILTERS - UNIT #8560(AMBULANCE)	701-9200-600.256.000	37.29
NESTOR GALVAN	9/15/2020	FAST UNDERCAR	ROTOR - UNIT #187	701-9200-600.256.000	187.21
NESTOR GALVAN	9/15/2020	HOME DEPOT	ORGANIZERS/5 GALLON WATER COOLER	701-9200-600.250.000	54.41
NESTOR GALVAN	9/15/2020	TOYOTA OF SELMA	OIL CHANGE,REPLACE AIR/CABIN FILTERS - UNIT #316	701-9200-600.457.000	177.65
NESTOR GALVAN	9/15/2020	FAHRNEY FORD	BOLT - UNIT #187	701-9200-600.256.000	25.08
NESTOR GALVAN	9/16/2020	O'REILLY AUTO PARTS	LATEX GLOVES	701-9200-600.250.000	93.29
NESTOR GALVAN	9/16/2020	FAST UNDERCAR	ROTORS/PADS - UNIT #199	701-9200-600.256.000	259.63
NESTOR GALVAN	9/16/2020	NELSON'S POWER CENTER	HIGH SPEED BEARINGS FOR EDGERS	701-9200-600.256.000	21.56
NESTOR GALVAN	9/16/2020	THE MOWERS EDGE INC	BEARING KIT/SUPPORT SHAFT - UNIT #3206	701-9200-600.256.000	72.69
NESTOR GALVAN	9/16/2020	FAHRNEY FORD	CONVERTER,NUTS, EXHAUST - UNIT #183	701-9200-600.256.000	276.44
NESTOR GALVAN	9/17/2020	O'REILLY AUTO PARTS	AIR FILTER - UNIT 3224	701-9200-600.256.000	10.85
NESTOR GALVAN	9/17/2020	CAMACHO TIRES	TIRE ROTATION & BALANCE - UNIT #727	701-9200-600.400.000	60.00
NESTOR GALVAN	9/17/2020	CAMACHO TIRES	4 NEW TIRES - UNIT #728	701-9200-600.254.000	1,175.00
NESTOR GALVAN	9/17/2020	CAMACHO TIRES	WIPER BLADES - UNIT #728	701-9200-600.256.000	75.00
NESTOR GALVAN	9/17/2020	NAPA AUTO PARTS	OIL/FUEL/AIR FILTERS -	701-9200-600.256.000	180.59
NESTOR GALVAN	9/18/2020	FAST UNDERCAR	FRONT PADS - UNIT #197	701-9200-600.256.000	72.42
NESTOR GALVAN	9/18/2020	FAST UNDERCAR	ROTORS/PADS FOR EXPLORERS - STOCK	701-9200-600.256.000	519.25
NESTOR GALVAN	9/21/2020	TIFCO INDUSTRIES	ELECTRICAL TERMINALS/CONNECTORS	701-9200-600.256.000	176.03
NESTOR GALVAN	9/21/2020	O'REILLY AUTO PARTS	AIR/CABIN/OIL FILTERS - UNIT #8511	701-9200-600.256.000	132.56
NICOLETTE ANDERSEN	9/5/2020	AMAZON	SCREEN FOR DRIVE IN MOVIES	605-4300-600.250.000	1,148.75
NICOLETTE ANDERSEN	9/10/2020	AMAZON PRIME	PRIME MEMBERSHIP	605-4300-600.400.000	14.09
NICOLETTE ANDERSEN	9/12/2020	RITE AID	HAND SANITIZERS AND WIPES	605-4300-600.250.000	38.08
NICOLETTE ANDERSEN	9/14/2020	AMAZON	BAGS FOR POPCORN	605-4300-600.250.000	11.91
NICOLETTE ANDERSEN	9/14/2020	AMAZON	EXTRA BLOWER FOR SCREEN	605-4300-600.250.000	203.93
POLICE DEPT NO 1	8/27/2020	BULK APOTHECARY	HAND SANITIZER SOLUTION REFILL COVID	100-2100-600.250.000	112.28
POLICE DEPT NO 1	8/27/2020	ULINE	EVIDENCE BOXES/SOLUTION SPRAY BOTTLES	100-2100-600.250.000	123.36

# US BANK INVOICE FOR CALCARD CHARGES: 8/25/20-9/22/20

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
POLICE DEPT NO 1	9/9/2020	CHEVRON	BETTER WASH -UNIQUE CIRCUMSTANCE -ROAD TAR	100-2100-600.250.000	10.00
POLICE DEPT NO 1	9/9/2020	OFFICE DEPOT	LOGISTITECH WIRELESS KEYBOARD -BRIEFING	100-2100-600.250.000	42.48
POLICE DEPT NO 1	9/9/2020	HARBOR FREIGHT	COMPUTER	100-2100-600.250.000	115.35
POLICE DEPT NO 1	9/10/2020	STAPLES	TOOL BOXES FOR PATROL UNITS	100-2100-600.250.000	52.92
POLICE DEPT NO 1	9/17/2020	PETMEDICAL CENTER	HARD FLOOR CHAIR MAT -DISPATCH CONSOLE 1 FLOOR	100-2100-600.250.000	289.65
POLICE DEPT NO 1	9/17/2020	AUTO ZONE	CHIPPING	100-2100-600.250.000	20.58
POLICE DEPT NO 1	9/20/2020	PETSMART	K9 BOARDING -OFFICER OUT OF STATE	100-2100-600.250.000	123.07
POLICE DEPT NO 2	9/11/2020	THE HOME DEPOT	CAR WASH SUPPLIES FOR SELF CLEANING	100-2200-600.250.000	1,907.97
POLICE DEPT NO 2	9/19/2020	THE HOME DEPOT	K9 SUPPLIES	457-2100-700.100.005	278.77
RECREATION DEPT	9/10/2020	DOLLAR TREE	PD APPLIANCES (REFRIGERATOR & RANGE)	457-2100-700.100.005	62.51
RECREATION DEPT	9/14/2020	DOLLAR TREE	PD APPLIANCES (MICROWAVE)	805-0000-226.200.000	35.64
REYNA RIVERA	8/26/2020	ZOOM	BAGS FOR SENIOR GIFTS	805-0000-226.200.000	54.99
RICHARD FIGUEROA	9/2/2020	AMAZON	SUPPLIES FOR SENIOR GIFTS	100-1700-600.470.000	65.07
RICHARD FIGUEROA	9/3/2020	WALMART	MONTHLY WEBINAR SUBSCRIPTION COVID 19	100-2100-600.250.000	101.97
RICHARD FIGUEROA	9/10/2020	X-GRAIN HERO	PORTABLE DEVICE BATTERIES	100-2100-600.250.000	75.93
ROBERT PETERSEN	9/2/2020	ENVIRO SAFETY PRODUCTS	STORAGE DEVICE	100-2100-600.250.000	96.09
ROBERT PETERSEN	9/10/2020	LN CURTIS	EQUIPMENT FOR DETECTIVE CALLOUTS	100-1600-600.100.000	512.76
ROBERT PETERSEN	9/21/2020	LN CURTIS	SAFETY GLOVES FOR CODE ENFORCEMENT	295-2500-600.305.000	502.48
SHANE FERRELL	8/24/2020	NELSON'S ACE HARDWARE	HOSE PATCHES & TOOLS	295-2500-600.250.000	3.89
SHANE FERRELL	8/27/2020	HOME DEPOT	HELMET SHROUDS	702-9300-600.250.000	217.34
SHANE FERRELL	8/27/2020	HOME DEPOT	PLUGS/PLIERS - SALAZAR CENTER	702-9300-600.250.000	129.05
SHANE FERRELL	8/29/2020	TNT FAST LUBE	MINI BLINDS FOR CITY YARD	702-9300-600.250.000	73.85
SHANE FERRELL	8/29/2020	NELSON'S ACE HARDWARE	MINI BLINDS FOR CITY HALL	701-9200-600.457.000	146.65
SHANE FERRELL	8/29/2020	NELSON'S ACE HARDWARE	OIL CHANGE - UNIT #727	100-5300-600.250.000	27.31
SHANE FERRELL	8/29/2020	NELSON'S ACE HARDWARE	GRAFFITI PAINT - PARKS	100-5300-600.250.000	45.82
SHANE FERRELL	8/29/2020	NELSON'S ACE HARDWARE	BOX FOR CAMERA-RINGO PARK	100-5300-600.250.000	64.31
SHANE FERRELL	8/29/2020	NELSON'S ACE HARDWARE	SUPPLIES FOR RESTROOM REPAIRS - PARKS	100-5300-600.250.000	32.98
SHANE FERRELL	8/29/2020	NELSON'S ACE HARDWARE	HARDWARE FOR PARTITIONS-CITY HALL LOBBY (COVID 19)	702-9300-600.250.000	18.98
SHANE FERRELL	8/29/2020	NELSON'S ACE HARDWARE	SUPPLIES FOR SALAZAR CENTER REMODEL	702-9300-600.370.000	88.94
SHANE FERRELL	8/29/2020	NELSON'S ACE HARDWARE	SUPPLIES FOR RESTROOM REPAIRS - FIRE DEPT	702-9300-600.250.000	23.16
SHANE FERRELL	8/29/2020	NELSON'S ACE HARDWARE	SUPPLIES FOR BREAKROOM REMODEL-CITY HALL	702-9300-600.370.000	1678.98
SHANE FERRELL	8/29/2020	NELSON'S ACE HARDWARE	HOSE ADAPTER, BATTERIES - CITY YARD	702-9300-600.250.000	109.87
SHANE FERRELL	9/2/2020	1000 BULBS	GLOBES FOR DECORATIVE STREET POLES	210-5400-600.250.000	188.71
SHANE FERRELL	9/4/2020	CONSOLIDATED ELECTRICAL DIST.	FREIGHT FOR LED RETROFITS	210-5400-600.250.000	94.36
SHANE FERRELL	9/4/2020	NELSON'S ACE HARDWARE	KILLZ ALL WEEDS & GRASS - PARKS	100-5300-600.250.000	94.36
SHANE FERRELL	9/4/2020	NELSON'S ACE HARDWARE	KILLZ ALL WEEDS & GRASS - STREETS	210-5400-600.250.000	38.85
SHANE FERRELL	9/4/2020	NELSON'S ACE HARDWARE	KILLZ ALL WEEDS & GRASS - LLMD's	220-5100-600.250.000	3.99
SHANE FERRELL	9/4/2020	NELSON'S ACE HARDWARE	SUPPLIES FOR GRAFFITI - STREETS	210-5400-600.250.000	187.94
SHANE FERRELL	9/4/2020	NELSON'S ACE HARDWARE	CUT KEY FOR CHARGING STATION	701-9200-600.250.000	25.2
SHANE FERRELL	9/10/2020	HOME DEPOT	SUPPLIES FOR SELMA SIGNS (2nd st)	210-5400-600.250.000	25.99
SHANE FERRELL	9/11/2020	NELSON'S ACE HARDWARE	LED BULB FOR CITY HALL MONUMENT FLAGS	210-5400-600.250.000	58.99
SHANE FERRELL	9/11/2020	NELSON'S ACE HARDWARE	BATTERY FOR ALARM	702-9300-600.250.000	58.99
SHANE FERRELL	9/14/2020	HOME DEPOT	SUPPLIES FOR SELMA SIGNS (2nd st)	210-5400-600.250.000	58.99



## US BANK INVOICE FOR CALCARD CHARGES: 8/25/20-9/22/20

TRANSACTION					
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
SHANE FERRELL	9/17/2020	HOME DEPOT	SUPPLIES FOR SELMA SIGNS (2nd st)	210-5400-600.250.000	54.18
SHANE FERRELL	9/17/2020	CONSOLIDATED ELECTRICAL DIST.	100W LED RETROFITS	210-5400-600.250.000	389.79
SHANE FERRELL	9/18/2020	NELSON'S ACE HARDWARE	SUPPLIES FOR STREET LIGHTS	210-5400-600.250.000	49.88
SHANE FERRELL	9/18/2020	NELSON'S ACE HARDWARE	SUPPLIES FOR REPAIRS AT CITY HALL\CITY YARD - BREAKROOM, RESTROOM & OFFICES	702-9300-600.370.000	68.07
TERESA GALLAVAN	9/16/2020	G'S RISTORANTE	WORKING LUNCH MEETING PROJECT REVIEW	100-1300-610.920.000	53.89
TERRY REID	9/3/2020	CARROT TOP INDUSTRIES	HALYARD FOR NEW PD FLAGPOLE	100-2300-600.250.000	40.41
TERRY REID	9/9/2020	COPQUEST INC	THUMBPRINT PADS FOR CITATIONS	100-2200-600.250.000	168.17
					47,634.23

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

October 19, 2020

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**ITEM NO:** 2.

**SUBJECT:** Continued Item - Consideration of a Resolution approving a request to enter into an Agreement with Vanir Construction Management, Inc. for Project Management of the Rockwell Park Project.

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**DISCUSSION:** At the City Council meeting of October 5, 2020, the City Council continued this item to the next meeting and directed staff to meet and discuss with the developer of Selma Grove and Vanir Construction Management (Vanir) concepts for the City's Rockwell Park Project. The developer of Selma Grove has expressed interest in finding synergy between his commercial development and the adjacent City Rockwell Park project. Council wants to see the general concept(s) before proceeding with approval of an agreement with Vanir. Both parties have been provided information regarding the location and amenities required as part of the grant awarded to the City of Selma. Attached are those details and the conceptual layout that was provided as part of the grant application.

Staff talked with both parties. On October 9, 2020, the developer of Selma Grove indicated he has not yet drawn up a concept for Council's consideration and that he needs approximately 30 – 45 days to accomplish that. The developer prefers to meet with staff and Vanir once he has a concept prepared to discuss. He also expressed a desire to coordinate the timing or sequencing of the two projects.

Vanir can draw up a park concept and meet as soon as the City would like. Per the City's grant, the City has a deadline of May 2024 to complete the park project.

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**RECOMMENDATION:** Council discuss and provide direction on whether it would like continue the item to November 16<sup>th</sup>, allowing the developer the requested amount of time to produce a concept, or other direction.

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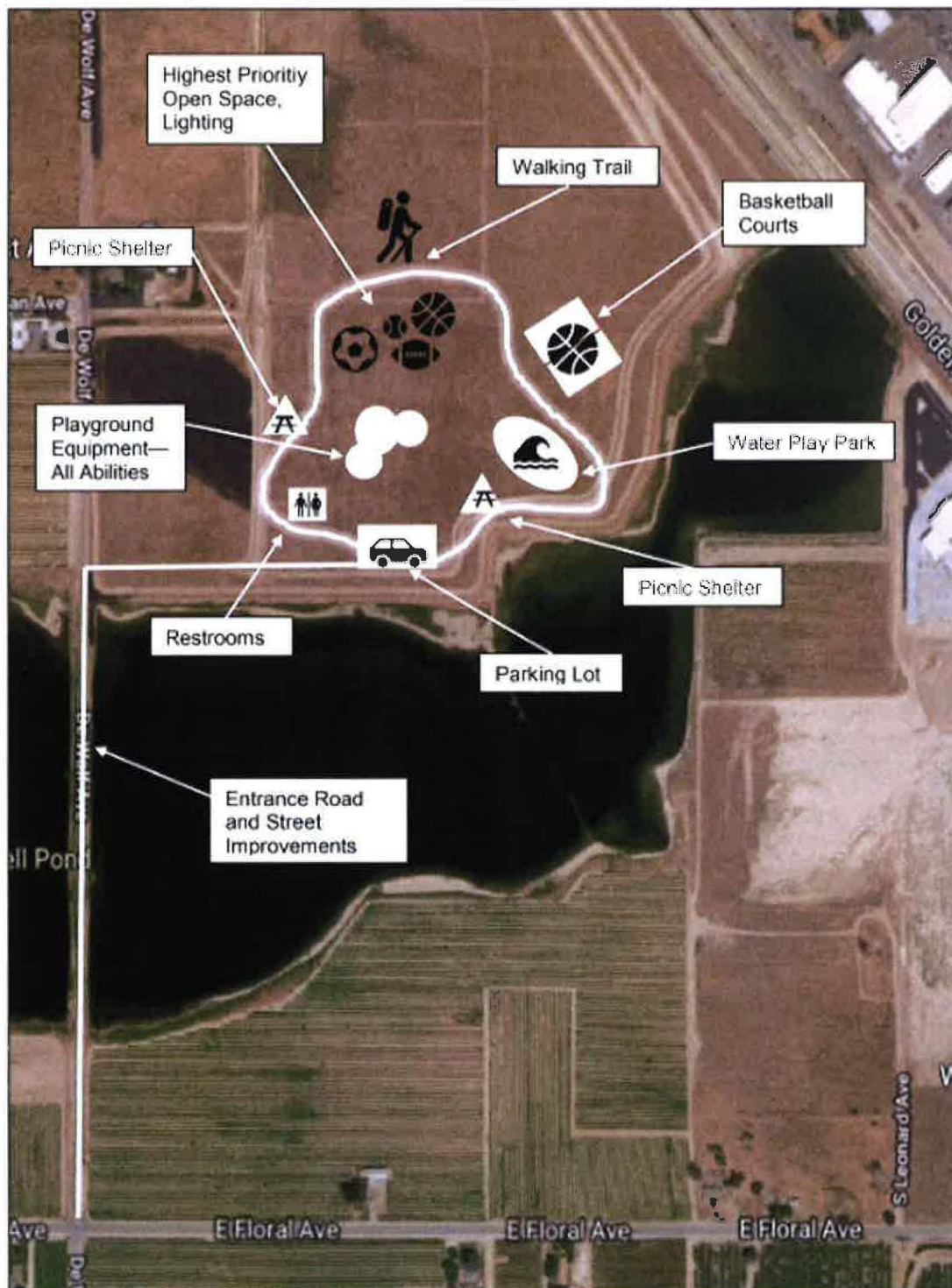
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<u>/s/</u>	<u>10/15/2020</u>
Mikal Kirchner, Director of Recreation	Date

<u>/s/</u>	<u>10/15/2020</u>
Teresa Gallavan, City Manager	Date

**Attachments:** Park Concept included in grant application  
October 5, 2020 staff report and resolution

Concept Level Site Plan



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

October 5, 2020

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**ITEM NO:**

2.

**SUBJECT:** Consideration of a Resolution approving a request to enter into an Agreement with Vanir Construction Management, Inc. for Project Management of the Rockwell Park Project.

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**DISCUSSION:** A Request for Proposals (RFP) was sent out for a Project Manager to oversee the development of the Rockwell Park Project. Staff received five RFP's for consideration:

Precision Civil Engineering, Inc.	\$ 79,800.00
CPM California Professional Management	\$292,460.00
Vanir Construction Management	\$362,600.00
Griffin Structures	\$561,170.00
Ghirardelli Associates	\$966,563.42

From the review of the proposals, experience and references, Vanir Construction Management, Inc., Griffin Structures and CPM California Professional Management firms were interviewed by Teresa Gallavan, City Manager, Isaac Moreno, Assistant City Manager/Finance Director and Mikal Kirchner, Recreation and Community Services Director.

Based on the review and information gathered from the proposals, references and interview process, staff is recommending Vanir Construction Management, Inc. The Rockwell Park Project is receiving \$4,416,000.00 in grant funds to complete a 28-acre park. Funds to cover the Project Manager would come directly from the Park Development Fund.

The development of the park through acquisition of the property, infrastructure, the design and the construction phase, will require a great deal of time, expertise and experience. Staff believes Vanir Construction Management, Inc. based on the review and their level of experience and professionalism, will complete this project both timely and professionally and will be a project the City and the Community will be proud of.

Following the review meeting with Vanir Construction Management, staff is recommending an extension of services through Vanir that will greatly assist with the project. Vanir Construction Management is also being recommended to manage the pre-design development and preparation for the infrastructure needs including, but not limited to power, water, sewer, etc. from the point of service to the property line. In addition, extending the construction phase of the park from 8 months to 12 months. Within the RFP, the project reflected an 8-month period of construction. However, based on the project itself and all the variations required to complete the park, 12 months is highly recommended. Based on the extension of services the cost to oversee this entire project would be not to exceed \$489,040.00. (City will be billed for actual time, if the actual billing comes under budget, those savings will be passed on to the City).

Available Park Development Funds are more than sufficient to cover this expense and this is an item that has been anticipated as the City has looked to add additional park space. In addition, as new developments arise, the Park Development Funds will continue to increase.

The required time to manage and expertise needed to complete this project exceeds our staff and consultant capacities. Therefore staff recommends outsourcing the project management for the Rockwell Park Project.

The primary contacts for this project will be Mikal Kirchner, Recreation and Community Services Director and Shane Ferrell, Public Works Director. Each will work closely with Vanir Construction Management Inc., yet still being able to focus on their daily workloads.

<b><i>COST:</i></b> (Enter cost of item to be purchased in box below)		<b><i>BUDGET IMPACT:</i></b> (Enter amount this non-budgeted item will impact this years' budget in box below – if budgeted, enter NONE).
\$489,040.00		None.
<b><i>FUNDING:</i></b> (Enter the funding source for this item in box below – if fund exists, enter the balance in the fund).		<b><i>ON-GOING COST:</i></b> (Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE).
Funding Source: Park Development Fund  Fund Balance: \$662,41.32		None.

**RECOMMENDATION:** Approve City Manager to sign and enter into agreement with Vanir Construction Management Inc. for the purpose of Project Management of the Rockwell Park Development.

  
Mikal Kirchner, Director of Recreation

10-1-2020  
Date

/s/  
Teresa Gallavan, City Manager

10/1/2020  
Date



**RESOLUTION NO. 2020 –**

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF SELMA, CALIFORNIA, APPROVING A  
REQUEST TO ENTER INTO A CONTRACT  
AGREEMENT BETWEEN THE CITY OF SELMA AND  
VANIR CONSTRUCTION MANAGEMENT**

**WHEREAS**, the City has received grant funds for the development of a 28-acre park located near Rockwell Pond; and

**WHEREAS**, the last park developed in Selma was Shafer Park in 1989; and

**WHEREAS**, the City went out for submission of Request for Proposals (RFP) for a Project Manager for the Rockwell Park Project; and

**WHEREAS**, the City reviewed each of the RFP proposals and conducted a review, reference checks and interviews; and

**WHEREAS**, the City and Vanir Construction Management desire to enter into an agreement to provide Park Project Management Services; and

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

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

SECTION 2. The Agreement serves as a public purpose in overseeing the park development project and construction of a new park.

SECTION 3. The City Council hereby approves the City Manager to enter into the agreement on behalf of the City of Selma with Vanir Construction Management.

SECTION 4. Vanir Construction Management shall comply with the City's Municipal Code during construction and shall provide the City with all information required by City staff, including, but not limited to, the following:

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

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

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

**PASSED, APPROVED AND ADOPTED** this 5<sup>th</sup> day of October, 2020, by the following vote:

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

---

Louis Franco, Mayor

ATTEST:

---

Reyna Rivera, City Clerk

## **CITY OF SELMA**

### **PROFESSIONAL SERVICES AGREEMENT**

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of October 6, 2020 ("Effective Date"), between the City of Selma, a municipal corporation ("City") and Vanir Construction Management, Inc. ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

#### **RECITALS**

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

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

#### **1. TERM**

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 31, 2024, unless sooner terminated pursuant to the provisions of this Agreement.

#### **2. SERVICES**

(a) Consultant shall perform the tasks ("Services") described and set forth in 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 park development services, serving a municipal agency.

(d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). During the term of this

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

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

### **3. MANAGEMENT**

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

### **4. PAYMENT**

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Four Hundred Eighty Nine Thousand and Forty Dollars (\$489,040.00) 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. City will consult with Consultant before serving any notice of termination of this Agreement, and if City is terminating for any breach, cause or reason, it will allow Consultant fifteen (15) days to cure any breach or correct any condition that is cause or reason for the City's contemplated termination of this Agreement. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

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

## **6. OWNERSHIP OF DOCUMENTS**

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

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the



Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office, and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the services under this Agreement. All reports, documents, or other written material developed by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

## **7. INDEMNIFICATION**

### **(a) Indemnity for professional liability**

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

### **(b) Indemnity for other than professional liability**

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

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

Payment by City is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Consultant and City, as to whether liability arises from the sole negligence of the City or its officers, employees, or agents, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the

City as solely negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

## **8. INSURANCE**

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

## **9. INDEPENDENT CONSULTANT**

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

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

## **10. LEGAL RESPONSIBILITIES**

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

## **11. UNDUE INFLUENCE**

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

## **12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES**

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

## **13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

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

## **14. NOTICES**

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

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

With a Copy To: Neal Costanzo, City Attorney  
Costanzo & Associates  
575 E. Locust Avenue, Suite 115  
Fresno, CA 93720

To Consultant: Vanir Construction Management, Inc.  
Headquarters  
4540 Duckhorn Drive, Suite 300  
Sacramento, CA 95834

#### **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"**

**Vanir Construction Management, Inc.**

By: \_\_\_\_\_  
Teresa Gallavan, City Manager

By: \_\_\_\_\_  
Steven Whitehead, President

**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

Park Project Management of a 28-acre Park development.

Project Manager shall work closely with City Staff to develop a project schedule and a detailed scope of work for property acquisition, design and construction elements. In addition, the Project Manager will assist City with maintaining compliance with Proposition 68 Grant guidelines.

Project Manager's Basic Services:

Kick Off Meeting: A review of the Scope of the Project, communications protocols, Project Budget, Design and Construction and Grant Guidelines.

#### Pre-Design Phase

Shall assist the City in the project budget development to include providing infrastructure to the park, including but not limited to, power, water, sewer, etc.

Shall assist the City, to the extent possible, with coordinating with the respective utility agencies to extend all necessary utilities to the project site.

Shall assist the City in securing a Phase II and Geo Earth Testing evaluation through the City's environmental consultant.

#### Design Phase

Pre-Design Phase: Shall assist the City in development of a Request for Proposals for the Park Design. This service shall include the following: preparation and distribution of prequalification questionnaires; receiving and analyzing completed questionnaires; interviewing potential designers; and preparing recommendations for the City, including staff reports to City Council.

Design Phase: Shall monitor the Design Professional's compliance with the design schedule, design phase procedures and coordinate and expedite the flow of information between the Design Firm and City. Shall conduct periodic project meetings to serve as a forum for the exchange of information relating to the project and also review of design progress. Shall review all design documents for clarity, consistency, constructability and coordination. Shall make recommendations to the City based on evaluation of all design documents, plans and drawings.

Assist in completion of a 100% Schematic Design (SD) estimate and also a 50% Construction Drawing (CD) estimate.

## Bid and Award Phase

Construction Pre-Qualifying Phase: Shall assist the City in development of a Bid Documents packet. Shall assist the City in developing lists of possible bidders. Services shall include the following: preparation and distribution of prequalification questionnaires; receiving and analyzing completed questionnaires; assisting City staff with interviewing possible bidders; bonding agents and financial institutions; and preparing recommendations for the City. Shall prepare a bidder's list for each bid package for approval by City.

Bid and Award Phase: Shall conduct a telephonic and correspondence campaign to attempt to increase interest among qualified bidders. Shall assist the City in preparing and placing notices and advertisements to solicit bids for the project. Shall coordinate the delivery of Bid Documents to bidders. The City shall obtain the City-approved contract documentation from the Design Professional and the Project Manager shall arrange for printing, binding, wrapping and delivery to the bidders. The Project Manager shall maintain a list of bidder's receiving Bid Documents.

Pre-Bid Conferences: In conjunction with the City and Design Professional, the Project Manager shall conduct Pre-Bid Conferences. These conferences shall be forums for the Project Manager, City and Design Professional to explain project requirements to the bidders, including information concerning schedule requirements, time and cost control. The Project Manager shall develop and coordinate procedures to provide answers to bidder's questions.

Addenda: The Project Manager shall receive from the Design Professional a copy of all Addenda. Shall review Addenda for clarity, consistency, and coordination among the bidders. Shall distribute a copy of the Addenda to each bidder receiving Bid Documents.

Bid Opening and Recommendations: Shall assist City in conducting the bid opening and shall evaluate the bids for responsiveness and price. Shall make recommendations to the City concerning the acceptance or rejection of bids.

## Construction Phase

Project Management: Shall provide and maintain a management team on the Project site to provide contract administration as an agent of the City and to establish and implement coordination and communication procedures among the Project Manager, City, Design Professional and Contractors.

Construction Administration Procedures: Shall establish and implement procedures for expediting and processing requests for information, drawings, material and equipment sample submittals, contract schedule adjustments, change orders, payment request and tracking all relevant information related to

the above. Shall maintain daily job reports, as the Cities agent and representative at the construction site, if provided for in the Construction Phase Procedures approved by the City, the Project Manager shall be the party to whom requests for information, submittals, Contractor schedule adjustments, substitutes, change order requests and payment applications shall be submitted.

Project Site Meetings: Periodically the Project Manager shall conduct coordination meetings at the Project site and/or City Hall with each Contractor, the City and the Design Professional. Project Manager shall record, transcribe and distribute minutes to all attendees, including the City and Design Professional.

Review of Requests for Changes to the Contract Time and Price: Shall review the contents of requests for changes to the contract time or price submitted by a Contractor, assemble information concerning the request and endeavor to determine the cause of the requests and make recommendations to the City with respect to acceptance of the request.

Substantial Completion: In consultation with the Design Professional and City inspectors, the Project Manager shall review the contractor's request for substantial completion and final completion and recommend to the City when the Project and the Contractor's Work has achieved substantial and final completion. Shall prior to issuing a Certificate of Substantial Completion, compile a list of incomplete work which does not conform to the Contract Documents based on input from the Design Professional and City inspector's. The list shall be attached to the Certificate of Substantial Completion. Shall issue the Certificate of Substantial Completions and Certification of Final Completion to the Contractor.

Final Payment: Shall provide the City a written recommendation regarding final payment to the contractor following consultation with Design Professional and City.

EXHIBIT B  
RATE SCHEDULE

<b>Positions</b>	<b>'20/'21 Rates</b>
Principal in Charge	\$235
Project Director/Sr. Project Manager	\$195
Sr. Construction Manager	\$185
Construction Manager	\$170
Asst. Construction Manager II	\$150
Asst. Construction Manager I	\$145
Project Coordinator	\$135
Project Engineer	\$125
Commissioning Agent	\$145
Administrative Assistant II	\$95
Administrative Assistant I	\$85
Estimator I	\$160
Scheduler I	\$150

## 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.

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

October 19, 2020

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**ITEM NO:** 3.

**SUBJECT:** Consideration and Necessary Action on Resolution Approving and Authorizing Execution of Development Agreement with Highland Rose CLP for Development of Caliber Collision

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**RECOMMENDATION:**

Adopt Resolution Approving Development Agreement with Highland Rose CLP.

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**DISCUSSION:**

Council previously authorized City staff to offer and the Developer has accepted the offer that the City will make certain improvements to the State Route 43, commonly known as Highland Avenue at the location of this proposed development, a Caliber Collision with associated auto sales. Staff has prepared a Development Agreement which reflects what was proposed to and agreed by Staff and the Developer for the development to occur.

Council requested information regarding the economic impacts of the proposed development to consider in light of allocating City street funds for certain improvements required of the development to State Route 43. At a meeting on May 18, 2020, the developer indicated that this project will create 60 to 80 jobs, has a project valuation of \$3 million, and will generate approximately \$15 to 20 thousand annually in sales tax.

In the interest of bringing a national auto body repair shop and car sales facility into Selma, and because the burden of cost of street improvements is normally credited against impact fees to make this project feasible, City staff presented the option to the City Council to fund construction of the median island and all paving required by Caltrans to connect to the Developer's curb, gutter and sidewalk improvements with City Street Funds and/or Measure C funds. Based upon a preliminary layout of the required improvements, staff estimates that the project design and construction will be approximately \$200,000 to \$250,000.

<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>
\$200,000 - \$250,000	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: Street Funds and/or Measure C  Fund Balance: Measure C - \$1,387,625	None.

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**RECOMMENDATION:** Adopt Resolution Approving Development Agreement with Highland Rose CLP.

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<u>/s/</u>	<u>10/15/2020</u>
Neal E. Costanzo, Special Counsel	Date
 <u>/s/</u>	 <u>10/15/2020</u>
Teresa Gallavan, City Manager	Date

**RESOLUTION NO. 2020-\_\_**

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**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF SELMA APPROVING AND AUTHORIZING THE CITY  
MANAGER TO EXECUTE A DEVELOPMENT AGREEMENT  
BETWEEN THE CITY OF SELMA AND HIGHLAND ROSE  
CLP, A CALIFORNIA LIMITED PARTNERSHIP**

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**WHEREAS**, the owner of the property consisting of 3.2 acres, APN 385-230-70, 71, 72 and 73 at Highland Avenue and Rose Avenue has proposed a Caliber Collision with associated used auto sales to be developed at this location; and

**WHEREAS**, the City Council previously agreed that necessary improvements to State Route 43 (Highland Avenue) will be performed by the City and the Developer would perform all necessary work relating to curbs, gutters and sidewalks for the development at this location; and

**WHEREAS**, Staff has developed, and the Developer has executed a Development Agreement attached and incorporated by reference as Exhibit A.

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

1. The Development Agreement, Exhibit A, is hereby approved and the City Manager is authorized to execute the Development Agreement.

\*\*\*\*\*

The forgoing Resolution was duly adopted by the City Council of the City of Selma at a regular meeting on the 19<sup>th</sup> of October 2020 by the following vote:

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

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Louis Franco, Mayor

ATTEST:

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Reyna Rivera, City Clerk

## DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into as of <sup>OCTOBER 7,</sup> August       , 2020 (the "Effective Date"), between the CITY OF SELMA, a California municipal corporation and general law city (the "City"), and HIGHLAND ROSE CLP, a California Licensed Partnership (the "Developer"), with respect to the following:

### Recitals

A. On August 3, 2020, Developer filed a Planning Application for design review of a proposed 16,942 square foot building which will house a Caliber Collision an auto-body repair facility with associated used auto sales on 3.2 acres, Assessor Parcel Numbers 385-230-70, 71, 72, and 73 located at Highland Avenue and Rose Avenue in the City of Selma. A copy of the site plan is attached as Exhibit A. The Site Plan Review is not yet complete, and Conditions of Approval will be issued relating to the Development at a later date.

B. The proposed Caliber Collision with associated used auto sales is on property within the Regional Commercial Zone (C-R) and conforms to the applicable zoning and is, therefore, a ministerial project in that the City, by Site Plan Review merely determines whether the construction of the Caliber Collision and operation thereof, including associated automobile sales, conforms to the applicable statutes, regulations and ordinances and other fixed standards applicable to development in this area and the City does not exercise subjective judgment over whether and how the activity is to be carried out within the meaning of 14 California Court Regulation Section 15357. As a result the proposed development is not a project within the meaning of the California Environmental Quality Act (CEQA).

C. The site will be used for the conduct of used auto sales and an auto-body repair facility.

D. To fully mitigate traffic impacts on the adjacent highway, Highland Avenue, also known as State Route (SR) 43, Caltrans has identified certain improvements required of Highland Avenue or SR 43 adjacent to the property. The City has agreed to construct certain improvements as requested by Caltrans on SR 43: a median island as well as pavement required from the existing roadway to new curb and gutter constructed by the Developer.

E. The improvements to be made to SR 43 shall be coordinated with the improvements consisting of installation of curbs, gutters and sidewalks by the Developer adjacent to SR 43.

F. The parties desire to enter this Agreement to ensure performance by the Developer of its obligations under the Selma Municipal Code, and to specify other agreements and conditions relating to development.

Based on the foregoing recitals and in consideration of the mutual covenants, promises and agreement contained in this Agreement, the City and the Developer agree as follows:

### **Agreement**

#### **1. Improvements.**

a. After the Site Plan Review has been approved by staff, and Conditions of Approval have been developed and the City Council approves this Agreement, the Developer shall cause all on-site and off-site improvements required by the Conditions of Approval of the Site Plan Review, and as specified in the Improvement Plans for Construction of Highland and Rose Development (Plans), to be made and constructed within 12 months after the Effective Date. All Improvements shall be made, constructed and completed in full compliance with the requirements of the City's current "Construction Standards," the Plans as finally approved by the City Engineer, any changes or alterations in such work that may be agreed to by the City and the Developer, the Conditions of Approval and all applicable federal, State and local laws, codes and standards. Without limiting the foregoing, the Developer, its contractor and all subcontractors shall comply with the California Building Standards Code; the Building Code, the Electrical Code, the Plumbing Code and the Mechanical Code of the City; and all other applicable codes including Americans with Disability Act regulations as determined by the City Engineer.

b. The Developer shall pay for any and all materials, provisions and other supplies used in, upon, for or about the performance of such work, for any and all work or labor done thereon by contractors, subcontractors, laborers, materialmen and any other persons employed in performance of work on the Improvements, and for any and all amounts due under the State Unemployment Insurance Act with respect to such work or labor.

c. The Developer may request an extension of time to complete the Improvements. The request must be submitted to the City Engineer in writing not less than four weeks before expiration of the initial 12-month completion period and must contain a statement of the facts and circumstances necessitating the extension. The City Manager may grant such extension in his or her reasonable discretion. In that regard, if any substantial change has occurred during the term of this Agreement, the City Manager will have the right, subject to the City Council's approval, to impose additional reasonable conditions to the extent allowed by law or to require reasonable adjustments in the provisions of this Agreement, including the construction standards.

d. The Developer shall remedy any defective work or labor or any defective materials in the Improvements which are dedicated to the City and shall pay for any damage to other work resulting therefrom, which occurs within one year after the date the City Council accepts any Improvements that are dedicated to City.



e. With respect to improvements to be installed by the Developer and dedicated to the City, if the Developer fails or neglects to comply with the provisions of this Agreement, the City will have the right (but not the obligation) at any time to cause such provisions to be met by any lawful means and to recover from the Developer and/or its sureties the full cost and expense incurred by the City in doing so. This right is in addition to and without limitation on any other remedy the City may have for the Developer's failure or neglect.

f. City will be responsible for making the following improvements required by Caltrans: a right turn channelization for Southbound SR 43 at the intersection of SR 43 and Rose Avenue; construct a median island; and, paving of SR 43 from Arrants to Rose Avenue. The City shall pave SR 43 as required and as necessary to connect curbs, gutters and sidewalks to the road or right-of-way on and along SR 43. Developer shall dedicate needed right-of-way and dedication does not absolve Developer from installing frontage improvements. Developer shall construct all curb, gutter and sidewalk from the adjacent development at the site that is Selma Hyundai to the "bulb", an access driveway as depicted in the Plans, and from the "bulb" to Rose Avenue shall construct curb and gutter. Curbs, gutters and sidewalks constructed by the Developer shall be dedicated to the City and maintained in accordance with the Selma Municipal Code. City and Developer understand and agree that it is necessary to coordinate and appropriately time their respective work to accomplish these improvements so that curbs, gutters and sidewalks are installed prior to the improvements to Highland Avenue. Encroachment permits are required for any work done within the state right of way.

## 2. Inspection.

The City Engineer or his/her duly authorized representative will inspect all work or Improvements made in connection with the Development as they progress for compliance with City requirements, including the Plans and all provisions of this Agreement. The Developer shall give at least 24 hours-notice to the City Engineer, but not less than one full working day, prior to any desired inspection. Any Improvements installed without inspection by the City Engineer or his/her representative will be subject to rejection. However, inspection by the City will in no way relieve the Developer or its sureties of full responsibility for noncomplying or defective work or materials in the Improvements that are dedicated to the City.

When the City Engineer has determined, based on a final inspection, that all Improvements to be dedicated to the City have been satisfactorily completed in compliance with the Plans, this Agreement and other City requirements, the City Engineer shall prepare and submit to the City Council, for the City Council's consideration at its next available regular meeting, a proposed notice of completion for the Improvements together with his/her recommendation thereon. Such Improvements will be approved and accepted on behalf of the City only by resolution of the City Council. If the City Council approves and accepts the Improvements, the City Engineer

shall file the executed notice of completion with the Fresno County Recorder as promptly as practicable.

The Developer shall pay the City the cost of inspection as invoiced.

3. Safety.

The Developer shall perform all work under this Agreement in accordance with the applicable sections of the most current versions of Title 3 of the California Administrative Code (CalOSHA) and the WATCHBOOK (Work Area Traffic Control Handbook) published by Building News, Inc. and the current edition of the California Manual on Uniform Traffic Control Devices (CA MUTCD). The Developer shall ensure adequate protection for members of the public who may use public roads or rights-of-way affected by the Remaining Improvements and/or work under this Agreement.

Without limiting the foregoing, the Developer shall place barricades and related facilities in such number and at such locations as required for public safety and compliance with law. At night such barricades will be equipped with flashing yellow lights. The City Engineer, Public Utilities Director or Police Chief will have the right to require, and the Developer shall promptly install or place, additional barricades or other facilities to assure public safety if any of them deem the same necessary or desirable for public safety. In addition to and without limitation on Section 4, the Developer will be fully responsible for all loss, liability or damages which may arise out of failure of the Developer, its contractor, subcontractors or any employees thereof to comply with this Section 4, whether or not on public property, and shall indemnify, defend and hold harmless the City from any and all claims, loss, liability, damages or causes of action arising therefrom or related thereto.

4. Indemnity.

The Developer shall indemnify, defend and hold harmless the City and its Council, boards, commissions, officers, officials, employees and agents from any and all loss, liability, costs and damages (whether in contract, statute, tort or strict liability, including without limitation death at any time, personal injury or property damage), and from any and all suits and claims in law or equity (including attorneys' fees, court costs and legal expenses), arising directly or indirectly out of or in any way connected with (i) any act, error or omission at any time of the Developer, its contractor(s), subcontractors or any of their respective, employees, agents or representatives in performing work under this Agreement, including without limitation work in or upon streets or other rights-of-way in the Subdivision and premises adjacent to the Subdivision; (ii) the design, construction, operation or maintenance of the Improvements specified in the Plans, or any portion thereof; or (iii) the use by any person of any patent or patented articles in the construction of the Improvements.

The foregoing paragraph will apply to the greatest extent allowed by law, but will not apply to, and the Developer shall not be responsible for, any loss, liability, costs,

damages, suits or claims caused solely by the active negligence or willful misconduct of the City its officials, officers or employees acting within the scope of their authority.

The use of any and all streets and other Improvements will, at all times prior to final acceptance of such streets and Improvements by the City Council, be the sole responsibility and exclusive risk of the Developer. Issuance of any occupancy permits by the City for dwellings in the Subdivision will not be considered acceptance or approval of the Improvements.

5. Insurance.

Before work is commenced on Improvements to be dedicated to the City pursuant to this Agreement, the Developer shall obtain and maintain, or cause each of its contractor(s) and subcontractors to obtain and maintain, in full force and effect during the performance of such work, at its own expense and risk, insurance on terms and conditions described in this Section and file with the City Engineer a certificate evidencing that such insurance is in full force and effect. The insurance shall be in the following minimum limits and on at least the following terms:

a. (1) General Liability. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, death and property damage. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit will apply separately to this Subdivision or the general aggregate limit will be twice the required occurrence limit.

(2) Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code, and Employer's Liability limits of \$1,000,000 per accident.

If the Developer itself performs any actual construction of Improvements required to be dedicated to the City under this Agreement, the Developer itself shall obtain, maintain and provide all insurance coverages and provide all insurance certificates, endorsements and other matters required by this Section 5. However, if the Developer itself does not perform any construction of such Improvements or any portion thereof and its contractor(s) and subcontractors are solely responsible to the Developer for construction of all the Improvements dedicated to the City under this Agreement, the obtaining, maintaining and providing by each contractor or subcontractor of (i) all insurance coverages and (ii) all insurance certificates, endorsements and other matters required by this Section 5 shall be deemed the Developer's compliance with this section. In any case, the Developer shall be solely responsible for ensuring compliance with this section.

6. Approvals.

This Agreement and all insurance policies or certificates and all other documents submitted pursuant to this Agreement will be subject to approval by the City Manager as to substance and by the City Attorney as to form and legal sufficiency.

7. Successors and Assigns.

This Agreement will benefit and be binding on the parties and their respective assigns, transferees and successors-in-interest.

8. Attorneys' Fees.

If either party brings a legal action or arbitration to enforce or interpret any part of this Agreement, the prevailing party in the action or arbitration will be entitled to recover from the other party reasonable attorneys' fees, court costs and legal expenses in the amounts determined by the court or tribunal having jurisdiction.

9. Notices.

All notices in connection with this Agreement must be written and given by personal delivery or first-class U.S. mail to a party at its respective address below:

To the City: City of Selma  
Attn.: City Manager  
1710 Tucker Street  
Selma, CA 93662

To the  
Developer: Dwight Nelson  
3400 McCall Avenue, Suite 100  
Selma, CA 93662

Notice by personal delivery will be effective on delivery; notice by mail will be effective on receipt or three days after the postmark date, whichever is earlier.

10. Modification; Amendment.

This Agreement may be modified or amended only by a written instrument, signed by duly authorized representatives of the Developer and the City and approved by the City Council. No other statement, action or representation will be effective to modify or amend any provision of this Agreement.

11. Governing Law; Interpretation.

- a. This Agreement will be interpreted and enforced, and the rights and duties (both procedural and substantive) of the parties will be determined, according to California law.

- b. In interpreting this Agreement, unless the context clearly requires otherwise, singular includes plural, masculine includes feminine and vice versa, and neuter includes masculine and feminine.

\* \* \* \* \*

Each party acknowledges that it has executed and entered into this Agreement as of the Effective Date.

**CITY OF SELMA**

**HIGHLAND ROSE CLP**

By: \_\_\_\_\_  
Teresa Gallavan, City Manager

By: \_\_\_\_\_

ATTEST:

Name: Amber Nelson Billingsley

By: \_\_\_\_\_  
Reyna Rivera, City Clerk

Title: General Partner

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

October 19, 2020

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**ITEM NO:** 4.

**SUBJECT:** Consideration and Necessary Action Approving Final Map and Approving  
and Authorizing Execution of Subdivision Agreement for Tract 5303 Phase III.

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**RECOMMENDATION:** Adopt Resolution Approving Final Map, Tract 5303, Phase III  
and Authorize City Manager to Execute Subdivision Agreement.

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**DISCUSSION:** The Tentative Map approval for this Subdivision was issued in 2004. The Subdivision has been slowly building in phases. The Developer has presented a final map for the construction of a Phase III within the Subdivision Property consisting of 37 lots or homes.

The Developer, which is a successor in interest of the original developer has presented a Final Map for the Council's consideration and approval. The City Engineer has confirmed the Final Map satisfies all conditions of development and recommends its approval. The City Council has a mandatory, ministerial obligation to approve a Final Map if it conforms to the Tentative Map and the Developer is willing to enter into the required Subdivision Agreement.

The proposed Subdivision Agreement is the City's standard subdivision agreement and simply sets the amounts required to be bonded for work or improvements that are to be publicly dedicated. It also requires the subdivider to carry specified insurance coverage. Other than requiring security and insurance, the Subdivision Agreement makes no changes to the Tentative Map approval.

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**RECOMMENDATION:** Adopt Resolution Approving Final Map, Tract 5303, Phase III  
and Authorize City Manager to Execute Subdivision Agreement.

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<u>/s/</u>	<u>10/15/2020</u>
Neal E. Costanzo, Special Counsel	Date

<u>/s/</u>	<u>10/15/2020</u>
Teresa Gallavan, City Manager	Date



**RESOLUTION NO. 2020-\_\_**

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**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA  
APPROVING FINAL SUBDIVISION MAP 5303, PHASE III AND APPROVING  
SUBDIVISION AGREEMENT AND ACCEPTING DEDICATIONS OF  
IMPROVEMENTS TO REAL PROPERTY IDENTIFIED IN THE FINAL MAP**

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**WHEREAS**, in 2004, the City Council approved a Tentative Parcel Map covering the entirety of the Subdivision known as the Valley View Subdivision with conditions, which contemplated the construction and sale of multiple lots and homes to private homeowners; and

**WHEREAS**, by virtue of Resolution No's 2010-004 and 2010-005 adopted by the Planning Commission on February 22, 2010, the City approved a Conditional Use Permit for the establishment of a private non-profit recreational building to provide recreational amenities for the residents and guests of what was then referred to as Valley View Village and allowing for the construction and rental of single family residences; and

**WHEREAS**, the single family residences in the Valley View Subdivision that are currently constructed and/or occupied are rental houses consisting of the first two phases of the subdivision that is the Valley View Subdivision; and

**WHEREAS**, pursuant to Chapter 6 of Title 9 of the Selma Municipal Code and the Subdivision Map Act where improvements are required to be dedicated to the City by the terms of a Tentative Map approval the Developer is required to enter into an agreement with the City as a condition to approval of a Final Map and the agreement must require completion of such improvements at the Developer's expense and performance of the agreement shall be guaranteed by the security required by Government Code §66499; and

**WHEREAS**, the Developer has submitted for approval of Final Subdivision Map for Phase III of the Valley View Subdivision, Tract 5303 under the direction of the City Engineer based upon a survey in accordance with the Subdivision Map Act and with City Ordinances; and

**WHEREAS**, the City Engineer has examined the Final Map for Tract 5303, Phase III and the Subdivision property which is substantially the same as it appeared on the approved Tentative Map and any approved alterations thereof, including the aforementioned approval of the Planning Commission of a Condition Use Permit and the map complies with the provisions of the Selma Municipal Code and with all applicable laws at the time of approval of the Tentative Map and the City Engineer has certified the Final Map as technically correct; and

**WHEREAS**, the Conditions of Approval of the Tentative Map for Tract 5303 requires improvements within and adjacent to the Subdivision and the satisfaction of certain other conditions; and

**WHEREAS**, the conditions for approval of the Tentative Subdivision Map requires certain improvements within and adjacent to the Subdivision on certain parcels of land and such parcels or easements are necessary to be offered for dedication to the City in Fee for public use in conformity with the conditions of the Tentative Subdivision Map; and

**WHEREAS**, the provisions of Government Code §66462 require an agreement and the provision of the appropriate security for completion of improvements to be dedicated to the City in specified amounts, consistent with the Subdivision Map Act. The Developer shall be required to enter into a Development Agreement providing for such security and completion of such improvements at the Developer's expense in accordance with Government Code §66462.

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

1. The forgoing recitals are true and correct.
2. The Final Map Tract 5303, Phase III is approved subject to the conditions provided for by the Tentative Subdivision Map, as adjusted by the Planning Commission's Conditional Use Permit referred to in the recitals and the Council accepts on behalf of the City subject to construction, all parcels of land and easements offered for dedication in fee for public use in conformity with the terms of the offer of dedication as reflected in the Final Map and the Clerk is authorized to execute the City Clerk statement and acceptance of such dedications contained in the Final Map No. 5303. The City Engineer is authorized to have the Final Map fully executed and to record the map in the official records of Fresno County.
3. The City Council has reviewed and approves the Subdivision Agreement, Tract 5303 Phase III. The City Manager is authorized to and shall execute the Agreement, as required by Government Code §66462.

\*\*\*\*\*

The forgoing Resolution was duly adopted by the City Council of the City of Selma at a regular meeting on the \_\_\_\_ of October 2020 by the following vote:

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

\_\_\_\_\_  
Louis Franco, Mayor

ATTEST:

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

**SUBDIVISION AGREEMENT**  
**TRACT MAP 5303 PHASE III**

This Subdivision Agreement ("Agreement") is entered into as of October 19, 2020 (the "Effective Date"), between the CITY OF SELMA, a California municipal corporation and general law city (the "City"), and 1480 Skelton St., LP, a California Limited Partnership.

**Recitals**

A. Through its successor in interest 1480 Skelton St., LP (hereinafter "Developer") obtained a tentative map covering the entirety of this subdivision in 2004 and subsequent thereto, final maps have been approved in phases

B. Developer has submitted to the City a final map for Phase III of this subdivision consisting of 37 lots in full compliance law, including the Selma Municipal Code of the Subdivision Map Act (Government Code §66410 et seq).

C. On October 19, 2020, the City Council approved a final subdivision map for Tract 5303 Phase III in full compliance with State law including the Selma Municipal Code and Subdivision Map Act (California Government Code §66410 et sec).

D. The conditions of approval for the Tentative Subdivision Map No. 5303 require improvements within and adjacent to said parcel and the satisfaction of certain other conditions.

E. Improvement plans for the Final Map No. 5303, Phase III, for improvements required by the Conditions of Approval of the Tentative Parcel Map to be constructed and dedicated to City (the "Improvements") have been reviewed and approved by the City Engineer (the "Plans").

F. The Selma Municipal Code requires certain security to guarantee installation of the required Improvements and payment of all costs in connection therewith.

G. The parties desire to enter this Agreement to ensure performance by the Developer of its obligations under the Selma Municipal Code, the Map Act and to specify other agreements and conditions relating to development of the subdivision.

Based on the foregoing recitals and in consideration of the mutual covenants, promises and agreement contained in this Agreement, the City and the Developer agree as follows:

**Agreement**

1. Improvements.

a. After the City Council approves this Agreement, the Developer shall cause all on-site and off-site subdivision improvements required by the Conditions of Approval

of the Tentative Map, as specified in the Plans, to be made and constructed within 12 months after the Effective Date. All Improvements shall be made, constructed and completed in full compliance with the requirements of the City's current "Construction Standards," the Plans as finally approved by the City Engineer, any changes or alterations in such work that may be agreed to by the City and the Developer, the Conditions of Approval of the Tentative Map and all applicable federal, State and local laws, codes and standards. Without limiting the foregoing, the Developer, its contractor and all subcontractors shall comply with the California Building Standards Code; the Building Code, the Electrical Code, the Plumbing Code and the Mechanical Code of the City; and all other applicable codes of the City as determined by the City Engineer.

b. The Developer shall pay for any and all materials, provisions and other supplies used in, upon, for or about the performance of such work, for any and all work or labor done thereon by contractors, subcontractors, laborers, materialmen and any other persons employed in performance of work on the Improvements, and for any and all amounts due under the State Unemployment Insurance Act with respect to such work or labor.

c. The Developer may request an extension of time to complete the Improvements. The request must be submitted to the City Engineer in writing not less than four weeks before expiration of the initial 12-month completion period and must contain a statement of the facts and circumstances necessitating the extension. The City Manager may grant such extension in his or her reasonable discretion. In that regard, if any substantial change has occurred during the term of this Agreement, the City Manager will have the right, subject to the City Council's approval, to impose additional reasonable conditions to the extent allowed by law or to require reasonable adjustments in the provisions of this Agreement, including the construction standards, cost estimates and improvement security.

d. The Developer shall remedy any defective work or labor or any defective materials in the Improvements and shall pay for any damage to other work resulting therefrom, which occurs within one year after the date the City Council accepts the Improvements.

e. If the Developer fails or neglects to comply with the provisions of this Agreement, the City will have the right (but not the obligation) at any time to cause such provisions to be met by any lawful means and to recover from the Developer and/or its sureties the full cost and expense incurred by the City in doing so. This right is in addition to and without limitation on any other remedy the City may have for the Developer's failure or neglect.

## 2. Security.

Before starting any work on the Improvements, the Developer shall furnish to the City security in accordance with provisions of the Selma Municipal Code (Section 9-6-

10.40 and 9-6-12.04) for performance and completion of the Improvements and payment therefore as follows:

a. To secure faithful performance of this Agreement, security in the amount of \$1,396,323.92 which is equal to 100% of the estimated cost of the Improvements as determined by the Engineer.

b. To secure payment to Developer's contractor, subcontractors, materialman, laborers, and other persons furnishing labor, materials or equipment in the performance of this Agreement, security in the amount of \$698,161.96 which is equal to 50% of the estimated cost of the Improvements as determined by the City Engineer.

c. To secure the guarantee and warranty of all completed Improvements for a period of one year following the completion and acceptance of the Improvements, prior to final acceptance of any such Improvements by the City, the Developer shall furnish to the City security in the amount of \$139,632.39 which is equal to 10% of the total estimated cost of the Improvements required by the Conditions of Approval and specified on the Plans as determined by the City Engineer.

d. As part of the obligations guaranteed by the security described in this Section 2, and in addition to the face amount of the security, that will be included cost and reasonable expenses and fees, including attorney's fees, incurred by the City in successfully enforcing the obligations secured.

e. All security will be in a form acceptable to the City Attorney and the City Engineer. If the security is furnished in the form of a bond or bonds, the performance and payment bonds will be in the forms required by Sections 66499.1 and 66499.2 of the Map Act, as applicable, and all bonds will be executed by a corporate surety company authorized to transact surety business in the State of California. Liability for security will be limited as set forth in Section 66499.9 of the Map Act.

### 3. Release of Securities.

Release of Securities will be as follows:

a. Security given for faithful performance may be released 35 days after recording the notice of completion for the Improvements, provided that evidence of recording the notice of completion has been furnished to the City, the City Council has finally accepted all Improvements and the City has been furnished the security guaranteeing and warranting the Improvements required by this Section 2. If the performance security is an instrument of credit, it will be released in the manner provided in subdivision 66499.7(a) of the Map Act.

b. Security given to secure payment to the contractor, the subcontractors, materialmen, laborers and other persons furnishing labor, materials or equipment may be released 60 days after the notice of completion for the Improvements is recorded,

provided no stop notices, mechanics' liens or other claims thereon have been filed with the City in accordance with the Map Act.

c. Security guaranteeing and warranting that the completed Improvements remain satisfactory during the required one-year warranty period may be released upon correction by the Developer of any defects in any such Improvements existing at any time during the one-year period.

4. Inspection.

The City Engineer or his/her duly authorized representative will inspect all work or Improvements made in connection with the Subdivision as they progress for compliance with City requirements, including the Plans and all provisions of this Agreement. The Developer shall give at least 24 hours-notice to the City Engineer, but not less than one full working day, prior to any desired inspection. Any Improvements installed without inspection by the City Engineer or his/her representative will be subject to rejection. However, inspection by the City will in no way relieve the Developer or its sureties of full responsibility for noncomplying or defective work or materials in the Improvements.

When the City Engineer has determined, based on a final inspection, that all Improvements have been satisfactorily completed in compliance with the Plans, this Agreement and other City requirements, the City Engineer shall prepare and submit to the City Council, for the City Council's consideration at its next available regular meeting, a proposed notice of completion for the Improvements together with his/her recommendation thereon. The Improvements will be approved and accepted on behalf of the City only by resolution of the City Council. If the City Council approves and accepts the Improvements, the City Engineer shall file the executed notice of completion with the Fresno County Recorder as promptly as practicable.

The Developer shall pay the City the cost of inspection as invoiced.

5. Safety.

The Developer shall perform all work under this Agreement in accordance with the applicable sections of the most current versions of Title 3 of the California Administrative Code (CalOSHA) and the WATCH (Work Area Traffic Control Handbook) published by Building News, Inc. The Developer shall ensure adequate protection for members of the public who may use public roads or rights-of-way affected by the Remaining Improvements and/or work under this Agreement.

Without limiting the foregoing, the Developer shall place barricades and related facilities in such number and at such locations as required for public safety and compliance with law. At night such barricades will be equipped with flashing yellow lights. The City Engineer, Public Utilities Director or Police Chief will have the right to require, and the Developer shall promptly install or place, additional barricades or other facilities to assure public safety if any of them deem the same necessary or desirable



for public safety. In addition to and without limitation on Section 6, the Developer will be fully responsible for all loss, liability or damages which may arise out of failure of the Developer, its contractor, subcontractors or any employees thereof to comply with this Section 4, whether or not on public property, and shall indemnify, defend and hold harmless the City from any and all claims, loss, liability, damages or causes of action arising therefrom or related thereto.

6. Indemnity.

The Developer shall indemnify, defend and hold harmless the City and its Council, boards, commissions, officers, officials, employees and agents from any and all loss, liability, costs and damages (whether in contract, statute, tort or strict liability, including without limitation death at any time, personal injury or property damage), and from any and all suits and claims in law or equity (including attorneys' fees, court costs and legal expenses), arising directly or indirectly out of or in any way connected with (i) any act, error or omission at any time of the Developer, its contractor(s), subcontractors or any of their respective, employees, agents or representatives in performing work under this Agreement, including without limitation work in or upon streets or other rights-of-way in the Subdivision and premises adjacent to the Subdivision; (ii) the design, construction, operation or maintenance of the Improvements specified in the Plans, or any portion thereof; or (iii) the use by any person of any patent or patented articles in the construction of the Improvements.

The foregoing paragraph will apply to the greatest extent allowed by law, but will not apply to, and the Developer shall not be responsible for, any loss, liability, costs, damages, suits or claims caused solely by the active negligence or willful misconduct of the City its officials, officers or employees acting within the scope of their authority.

The use of any and all streets and other Improvements will, at all times prior to final acceptance of such streets and Improvements by the City Council, be the sole responsibility and exclusive risk of the Developer. Issuance of any occupancy permits by the City for dwellings in the Subdivision will not be considered acceptance or approval of any streets or other Improvements in the Subdivision.

7. Insurance.

Before work is commenced pursuant to this Agreement, the Developer shall obtain and maintain, or cause each of its contractor(s) and subcontractors to obtain and maintain, in full force and effect during the performance of the work, at its own expense and risk, insurance on terms and conditions described in this Section and file with the City Engineer a certificate evidencing that such insurance is in full force and effect. The liability insurance will name the City, its Council, boards, commissions, officers, employees and agents as insureds or additional insureds, and will indemnify the City and such persons against liability for loss occasioned by acts or omissions of the Developer, or its contractor or subcontractor, as applicable, or their respective

employees under this Agreement. The insurance shall be in the following minimum limits and on at least the following terms:

- a. (1) General Liability. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, death and property damage. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit will apply separately to this Subdivision or the general aggregate limit will be twice the required occurrence limit.
- (2) Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code, and Employer's Liability limits of \$1,000,000 per accident.

If the Developer itself performs any actual construction of Improvements under this Agreement, the Developer itself shall obtain, maintain and provide all insurance coverages and provide all insurance certificates, endorsements and other matters required by this Section 7. However, if the Developer itself does not perform any construction of the Improvements or any portion thereof and its contractor(s) and subcontractors are solely responsible to the Developer for construction of all the Improvements under this Agreement, the obtaining, maintaining and providing by each contractor or subcontractor of (i) all insurance coverages and (ii) all insurance certificates, endorsements and other matters required by this Section 7 shall be deemed the Developer's compliance with this section. In any case, the Developer shall be solely responsible for ensuring compliance with this section.

- b. The policies will contain, or will be endorsed to contain, the following provisions:

- (1) General Liability and Automobile Liability Coverages.

(A) The City, its Council, boards, commissions, officers, employees and agents will be covered as insureds as to liability arising out of activities performed by or on behalf of the Developer/contractor/subcontractor, products and completed operations of the Developer/contractor/subcontractor, premises owned, occupied or used by the Developer/contractor/subcontractor, or automobiles owned, leased, hired or borrowed by or on behalf of the Developer/contractor/subcontractor. The coverage will contain no special limitations on the scope of protection afforded to the City and such other additional insureds.

(B) The insurance will be primary insurance with respect to coverage of the City, its officers, officials, agents and employees. Any insurance or self-insurance maintained by the City will be excess of the Developer's/contractor's/subcontractor's insurance and will not contribute with it.

(C) Failure to comply with the reporting provisions of the insurance policies will not affect coverage provided to the City or its Council, boards, commissions, officers, employees or agents.

(D) The insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the aggregate limits of the insurer's liability.

(2) Workers' Compensation and Employer's Liability Coverages.

The Developer/contractor/subcontractor shall waive all rights of subrogation against the City and its Council, boards, commissions, officers, employees and agent for losses arising from work performed by the Developer/contractor/subcontractor of their respective subcontractors or employees under this Agreement.

- c. Each insurance policy required under this section will be endorsed to state that coverage will not be suspended, voided, canceled or reduced in coverage or limits unless at least 30 days prior written notice has been given to the City Manager by certified mail, return receipt requested. The endorsement must not contain any "best efforts" or similar qualification on the notice requirement.

If any required insurance coverage is provided by a policy which also covers the Developer/contractor/subcontractor or a person or entity other than the City, the policy must contain a standard form of cross liability endorsement.

- d. The Developer/contractor/subcontractor shall furnish the City with certificates of insurance and with original endorsements effecting the coverages required by this section. The certificates and endorsements for each insurance policy will be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements will be on forms provided by or acceptable to the City. Where, by statute, the City's workers' compensation forms cannot be used, equivalent forms approved by the State and acceptable to the City Attorney will be substituted. All certificates and endorsements must be received and approved by the City before work commences under this Agreement. On request by the City at any time during the term of this Agreement, the Developer shall submit, or cause its contractor or subcontractor (as applicable) to submit, complete, certified copies of the required insurance policies.
- e. Neither the limits of liability of insurance specified in this section, nor the provision of insurance and insurance certificates, endorsements and other matters by the Developer's contractor(s) or subcontractors under paragraph 7.a., will limit the liability of the Developer under this Agreement or relieve the Developer for any responsibility or liability for work performed under this Agreement.

- f. All insurance required by this section will be issued by a corporate insurer authorized to do insurance business in California and having a rating of no less than A-XIII in Best's Insurance Rating Guide.

8. Approvals.

This Agreement and all securities provided pursuant to Section 2, all insurance policies or certificates and all other documents submitted pursuant to this Agreement will be subject to approval by the City Manager as to substance and by the City Attorney as to form and legal sufficiency.

9. Successors and Assigns.

This Agreement will benefit and be binding on the parties and their respective assigns, transferees and successors-in-interest.

10. Attorneys' Fees.

If either party brings a legal action or arbitration to enforce or interpret any part of this Agreement, the prevailing party in the action or arbitration will be entitled to recover from the other party reasonable attorneys' fees, court costs and legal expenses in the amounts determined by the court or tribunal having jurisdiction.

11. Notices.

All notices in connection with this Agreement must be written and given by personal delivery or first-class U.S. mail to a party at its respective address below:

To the City: City of Selma  
Attn.: City Manager  
1710 Tucker Street  
Selma, CA 93662

To the  
Developer:

1480 Skelton St., L.P.  
c/o Corporation for Better Housing  
20750 Ventura Blvd.  
Woodland Hills, CA 91364

Notice by personal delivery will be effective on delivery; notice by mail will be effective on receipt or three days after the postmark date, whichever is earlier.

12. Modification; Amendment.

This Agreement may be modified or amended only by a written instrument, signed by duly authorized representatives of the Developer and the City and approved by the City Council. No other statement, action or representation will be effective to modify or amend any provision of this Agreement.

13. Governing Law; Interpretation.

- a. This Agreement will be interpreted and enforced, and the rights and duties (both procedural and substantive) of the parties will be determined, according to California law.
- b. In interpreting this Agreement, unless the context clearly requires otherwise, singular includes plural, masculine includes feminine and vice versa, and neuter includes masculine and feminine.

\* \* \* \* \*

Each party acknowledges that it has executed and entered into this Agreement as of the Effective Date.

**CITY OF SELMA**

**1480 SKELTON St., L.P.,  
a California Limited Partnership**

By: \_\_\_\_\_  
Teresa Gallavan, City Manager

By: Corporation for Better Housing  
Its Managing General Partner

ATTEST:

By: \_\_\_\_\_  
Lori Koester, Executive Director

By: \_\_\_\_\_  
Reyna Rivera, City Clerk