


# Proclamation



## LGBT Pride Month

**WHEREAS**, the City of Selma has a diverse Lesbian, Gay, Bisexual, Transgender (LGBT) community and is committed to supporting visibility, dignity and equity for all people in the community; and

**WHEREAS**, many of the residents, students, employees, and business owners within the City of Selma who contribute to the enrichment of our City are a part of the lesbian, gay, bisexual, transgender, and questioning community; and

**WHEREAS**, various advancements have been made with respect to equitable treatment of lesbians, gay men, bisexual, transgendered, and questioning persons throughout the nation, but there continues to be some opposition against people from this community and around the world making it important for cities like Selma to stand up and show support for our residents who are affected; and

**WHEREAS**, several cities across the United States recognize and celebrate June as LGBT Pride Month; and

**WHEREAS**, June has become a symbolic month in which lesbians, gay men, bisexual people, transgender, and supporters come together in various celebrations of pride; and

**WHEREAS**, the rainbow flag, also known as the LGBT pride flag or gay pride flag, has been used since the 1970s as a symbol of Lesbian, Gay, Bisexual, Transgender pride and LGBT social movements; and

**WHEREAS**, flying the rainbow flag in Selma throughout the month of June further symbolizes the City's celebration of diversity and support for the Lesbian, Gay, Bisexual, Transgender community.

**NOW, THEREFORE**, the City Council of the City of Selma does hereby declare the month of June as LGBT Pride month in the City of Selma, and invites everyone to reflect on ways we all can live and work together with a commitment to mutual respect and understanding, and further, recognizes Pride Month by flying the rainbow in Selma during the month of June.

Proclaimed this 21st day of June, 2021.

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Scott Robertson  
Mayor of the City of Selma



la.  
CITY OF SELMA  
COUNCIL SPECIAL MEETING  
April 5, 2021

*VIA TELECONFERENCE PURSUANT TO EXECUTIVE ORDER N-29-20 ISSUED BY GOVERNOR GAVIN NEWSOM. THE COUNCIL CHAMBER WAS CLOSED TO THE PUBLIC. PUBLIC HAD THE OPTION TO CALL +1 301 715 8592 ID: 811 5841 0168 PASSCODE: 1710 TO PROVIDE COMMENTS ON AGENDA ITEMS.*

The special meeting of the Selma City Council was called to order at 4:01 p.m. in the Council Chambers. Council members answering roll call were: Guerra, Mendoza-Navarro, Trujillo, Mayor Pro Tem Cho, and Mayor Robertson.

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

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

**CLOSED SESSION:** At 4:04 p.m., Mayor Robertson recessed the meeting into Closed Session to discuss the following:

**Public Employee Discipline/Dismissal/Release**

Pursuant to Government Code Section 54957

Mayor Robertson reconvened the meeting from closed session at 5:10 p.m. and reported that direction was given to City Staff on the matter.

**ADJOURNMENT:** There being no further business, the meeting was adjourned at 5:11 p.m.

Respectfully submitted,

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Reyna Rivera  
City Clerk



**CITY OF SELMA  
COUNCIL REGULAR MEETING  
April 5, 2021**

*VIA TELECONFERENCE PURSUANT TO EXECUTIVE ORDER N-29-20 ISSUED BY  
GOVERNOR GAVIN NEWSOM. THE COUNCIL CHAMBER WAS CLOSED TO THE  
PUBLIC. PUBLIC HAD THE OPTION TO CALL +1 301 715 8592 ID: 811 5841 0168  
PASSWORD: 1710 TO PROVIDE COMMENTS ON AGENDA ITEMS.*

The regular meeting of the Selma City Council was called to order at 6:01 p.m. in the Council Chambers and by teleconference. Council members answering roll call were: Guerra, Mendoza-Navarro, Trujillo, Mayor Pro Tem Cho, and Mayor Robertson.

Also present were Special Interim Counsel Montoy, City Manager Gallavan, Assistant City Manager Moreno, Community Development Director Santillan, Community Services Director Kirchner, Fire Chief Petersen, Police Chief Gomez, Public Works Director Ferrell, and interested citizens.

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

**INVOCATION:** Pastor Lisa Satterberg of Take It By Force Global Church Ministries led the invocation.

**ORAL COMMUNICATIONS:** Public comment was received from Ms. Alexandra Hoyt and via email from Mr. Joel Fedor.

**PUBLIC WORKS PRESENTATION:** Public Works Director Ferrell, Mr. Steve Johnson, Selma Rotary Club and Mr. Stuart Skoglund, California Water Service Selma Interim Operations Manager provided a power point presentation on recent projects.

**CONSENT CALENDAR:** Mayor Robertson requested to pull item 1.a., Council member Mendoza-Navarro requested to pull item 1.b., City Manager Gallavan requested to pull item 1.c. and Council member Guerra requested to pull agenda item 1.d. for separate discussion.

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|---------------------|---|
| 1 .a. <u>Pulled</u> | Consideration of a Resolution Authorizing the City Manager to Execute Agreement with CGI Communications, Inc. for participation in Community Video Program                      |
| b. <u>Pulled</u>    | Consideration of an agreement with the Office of Administrative Hearings (OAH), Department of General Services, State of California for Services of an Administrative Law Judge |
| c. <u>Pulled</u>    | Consideration of a general counsel legal services agreement with Lozano Smith   |

- d. Pulled Consideration of the check register dated March 29, 2021

**CONSENT CALENDAR AGENDA ITEMS 1.a., 1.b., 1.c. and 1.d.:** After discussion of agenda items 1.a., 1.b., 1.c. and 1.d., motion was made by Council member Guerra and seconded by Council member Mendoza-Navarro to approve 1.a. RESOLUTION No. 2021-12R, AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENT WITH CGI COMMUNICATIONS, INC. FOR PARTICIPATION IN COMMUNITY VIDEO PROGRAM; 1.b., AN AGREEMENT WITH THE OFFICE OF ADMINISTRATIVE HEARINGS (OAH), DEPARTMENT OF GENERAL SERVICES, STATE OF CALIFORNIA FOR SERVICES OF AN ADMINISTRATIVE LAW JUDGE; 1.c. GENERAL COUNSEL LEGAL SERVICES AGREEMENT WITH LOZANO SMITH and 1.d. CHECK REGISTER DATED MARCH 29, 2021. Motion carried unanimously.

At this point in the meeting, Mayor Robertson stated that agenda item 4 will be removed.

2. Approved Rockwell Pond Park Project Request for Qualifications (RFQ) for Professional Architectural and Engineering Services

Community Services Director Kirchner and Mr. Jerry Avalos, with Vanir Construction Management, Inc. presented a power point presentation on the Rockwell Pond Project. Public comment was received from Mr. Cliff Tutelian. After Council discussion, and no further comments from the public, motion was made by Council member Trujillo and seconded by Council member Guerra to approve the ROCKWELL POND PARK PROJECT REQUEST FOR QUALIFICATIONS (RFQ) FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES. Motion carried unanimously.

3. 2021-13R Consideration of a Resolution Approving a Building Inspection Services Agreement with Willdan Engineering, Inc.

Community Development Director Santillan reported on the matter for Council. After Council discussion, motion was made by Council member Guerra and seconded by Council member Trujillo to approve RESOLUTION NO. 2021-13R, APPROVING A BUILDING INSPECTION SERVICES AGREEMENT WITH WILLDAN ENGINEERING, INC. Motion carried unanimously.

**RECESS:** Mayor Robertson recessed the meeting at 7:28 p.m. The meeting reconvened at 7:35 p.m.

4. Pulled Consideration of a Professional Services Agreement with Gateway Engineering Incorporated for City Engineering Services
5. Approved Consideration of a Professional Services Agreement with Yamabe & Horn, Inc. for Interim City Engineering Services



Assistant City Manager Moreno reported on the matter for Council. After Council discussion, motion was made by Council Member Guerra and seconded by Mayor Pro Tem Cho to approve A PROFESSIONAL SERVICE AGREEMENT WITH YAMABE & HORN, INC. FOR INTERIM CITY ENGINEERING SERVICES. Motion carried with the following vote:

AYES: Guerra, Cho, Mendoza-Navarro, Robertson  
NOES: Trujillo  
ABSTAIN: None  
ABSENT: None

6. Informational Only Council request to discuss the City of Selma Executive Order suspending, temporarily, any city regulations that would prohibit outdoor operation of city businesses

Economic Analyst Tosta reported on the item for Council. Public comment was received from Mr. Humberto Cortes. After Council discussion and clarification on the matter, no further action was taken on the matter, as this was an informational agenda item.

7. Informational Only Council request to discuss and for more information on Enhanced Only Infrastructure Financing Districts (EIFDs) and what is needed and being done to make EIFDs a tool the City could use in the future

City Manager Gallavan provided a power point presentation on the Enhanced Infrastructure Financing Districts (EIFDs). After Council discussion and clarification, no further action was taken on the matter as this was an informational agenda item.

**DEPARTMENTAL REPORTS:** City Manager Gallavan thanked Interim Special Counsel Montoy for her service to the City. She also reported on recent budget meetings and Council's goals.

Assistant City Manager Moreno reported on attending Measure C Renewal Committee meeting and that the Central Valley Training Center is looking for organizations in the city to receive volunteer services. Assistant City Manager Moreno stated that the audit would be presented at a future Council meeting.

Community Development Director Santillan thanked the two Code Enforcement Officers for their assistance on a recent homeless encampment cleanup. He reported several complaints being received on commercial trucks, trailers, and RV's being parked in residential neighborhoods and inquired if Council would consider revisiting codes and bring the issue back to a future meeting.

Public Works Director Ferrell provided an update on the Veterans Plaza project. Police Chief Gomez discussed homeless encampments and provided a power point presentation on recent arrest.

Community Services Director Kirchner thanked American Legion Post 12 for their help on the Veterans Plaza project and thanked Walmart and Selma Rotary for their donations. He stated he has received quotes and examples for the park sign once they are all gathered he will provide them to Council.

**COUNCIL REPORTS:** Council member Mendoza-Navarro reported on attending the following: Vaccine Promotion event at the Sikh Temple and a meeting with Senator Hurtado, Board of Supervisor Buddy Mendes, Board of Supervisors Pacheco, and Congressmen Valadao. Council member Mendoza-Navarro thanked Interim Special Counsel Montoy, City Staff, and the Police department, for their help during recent events. She congratulated City Staff on their outreach with the utility assistance program as it was reported to her that the City of Selma had the most applicants and best outreach. She also inquired on a rental assistance program for Selma.

Council member Trujillo reported on attending a meeting with Congressman Valadao and a Southeast Regional Solid Waste Committee meeting. He thanked Interim Special Counsel Montoy for her services.

Council member Guerra reported on meeting with the City Manager Gallavan, Assistant City Manager Moreno and Selma Kingsburg Fowler County Sanitation (SKF) meeting. She thanked Police Chief Gomez and his staff for all their work. On a personal note, Council Member Guerra announced her daughter is expecting.

Mayor Pro Tem Cho thanked Interim City Counsel Montoy for her. She reported on attending the Sikh Temple vaccination clinic and an upcoming Five Cities zoom meeting. Mayor Pro Tem Cho invited Council to the upcoming Selma Chamber of Commerce Awards dinner.

Mayor Robertson reported on attending the recent Covid vaccination clinic at the Sikh Temple, a Selma high football game, Council of Governments meeting and his God Daughters Confirmation. He thanked Steve Johnson, with Cal Water and Public Works Director Ferrell for the completion of the lights project and also thanked the Rotary Club for the dog fountain. Mayor Robertson addressed citizen issues & complaints and thanked our Code Enforcement officers and new Community Development Director Santillan for their help in addressing citizen complaints. He also thanked Police Chief Gomez, Selma Police Department, and Caltrans for assisting on illegal homeless encampments. Mayor Robertson reported he will be meeting with Congressman Valadao tomorrow on homeless issues.

**ADJOURNMENT:** There being no further business, the meeting was adjourned at 8:57 p.m.

Respectfully submitted,

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Reyna Rivera  
City Clerk



1.b.  
CITY OF SELMA  
CITY COUNCIL REGULAR MEETING  
April 19, 2021

*VIA TELECONFERENCE PURSUANT TO EXECUTIVE ORDER N-29-20 ISSUED BY GOVERNOR GAVIN NEWSOM. THE COUNCIL CHAMBER WAS CLOSED TO THE PUBLIC. PUBLIC HAD THE OPTION TO CALL +1 301 715 8592 ID: 875 4548 8582 PASSCODE: 93662 TO PROVIDE COMMENTS ON AGENDA ITEMS.*

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

Also present were City Manager Gallavan, Assistant City Manager Moreno, Community Development Director Santillan, Community Services Director Kirchner, Fire Chief Petersen, Police Commander Garza, Public Works Director Ferrell, Contract Planner Noguera, Legal Counsel Lerner 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.

**PRESENTATION ON CITY PLANNING PROJECT UPDATES:** Contract Planner Noguera provided updated information on current projects for City Council.

**PRESENTATION ON UPDATED CITY WEBSITE:** Economic Development Administrative Analyst Tosta provided Council with a virtual tour of the new website.

**CONSENT CALENDAR:** City Clerk Rivera stated for the record that two typos would be corrected and reported that after discussion with Legal Counsel Lerner, there is no need to pull those minutes. Council member Guerra requested that agenda item. 1.n. be pulled for separate discussion. Motion was made by Council member Guerra and seconded by Council member Mendoza-Navarro to approve the remainder of the Consent Calendar items as written. Motion carried with the following vote:

AYES:	Guerra, Mendoza-Navarro, Cho, Robertson
NOES:	None
ABSTAIN:	None
ABSENT:	Trujillo

1.a.	<u>Approved</u>	Consideration of the September 8, 2020, Council meeting minutes
1.b.	<u>Approved</u>	Consideration of the September 21, 2020, Council meeting minutes
1.c.	<u>Approved</u>	Consideration of the September 22, 2020, Council meeting minutes
1.d.	<u>Approved</u>	Consideration of the October 2, 2020, Council meeting minutes
1.e.	<u>Approved</u>	Consideration of the October 5, 2020, Council meeting minutes
1.f.	<u>Approved</u>	Consideration of the October 19, 2020, Council meeting minutes
1.g.	<u>Approved</u>	Consideration of the November 2, 2020, Council meeting minutes
1.h.	<u>Approved</u>	Consideration of the November 9, 2020, Council meeting minutes
1.i.	<u>Approved</u>	Consideration of the November 16, 2020, Council meeting minutes
1.j.	<u>Approved</u>	Consideration of the December 7, 2020, Council meeting minutes

- 1.k. Approved Consideration of the January 14, 2021, Council meeting minutes
- 1.l. 2021-14R Consideration of a Resolution authorizing the submittal of applications for all CalRecycle grants for which the city of Selma is eligible
- 1.m. Approved Consideration on adoption of an Environmentally Preferable Procurement Policy (EPPP)
- 1.n. Pulled Consideration of the check register dated April 14, 2021

**AGENDA ITEM 1.n. CONSIDERATION OF THE CHECK REGISTER DATED APRIL 14, 2021:** After Council discussion, motion was made by Council member Guerra and seconded by Mayor Robertson to approve CHECK REGISTER DATED APRIL 14, 2021. Motion carried with the following vote:

AYES: Guerra, Robertson, Mendoza-Navarro, Cho  
NOES: None  
ABSTAIN: None  
ABSENT: Trujillo

- 2. 2021-15R Consideration of a Resolution Awarding the Zoning Ordinance Update Project Contract to Rincon Consultants Inc.

Community Development Director Santillan discussed the project and funding source for Council. After discussion, motion was made by Council member Guerra and seconded by Mayor Pro Tem Cho to adopt RESOLUTION NO. 2021-15R, AWARDING THE ZONING ORDINANCE UPDATE PROJECT CONTRACT WITH RINCON CONSULTANTS, INC. Motion carried with the following vote:

AYES: Guerra, Cho, Mendoza-Navarro, Robertson  
NOES: None  
ABSTAIN: None  
ABSENT: Trujillo

- 3. Information Only Council Request to discuss workforce development for local Selma businesses

Economic Development Administrative Analyst Tosta reported this item was requested by Council member Guerra at which time Council member Guerra elaborated on the request.

After much Council discussion regarding utilizing the City's website and partners in order to promote local jobs and provide a job fair in the near future, there was no further discussion or action taken on the item as this was an informational only item.

- 4. Approved Consideration of Deferred Improvements Agreement with Hye, LLC to secure improvements to Underground Utilities for the American Tire Depot Project



Assistant City Manager Moreno reported on the agreement and the American Tire Depot project for Council. Mr. Bedros Darkjian spoke on behalf of the developer in favor of the agreement.

After Council discussion, motion was made by Council member Mendoza-Navarro and seconded by Mayor Pro Tem Cho to approve the DEFERRED IMPROVEMENTS AGREEMENT AND AUTHORIZE CITY MANAGER TO EXECUTE DEFERRED IMPROVEMENTS AGREEMENT WITH HYE, LLC FOR THE AMERICAN TIRE DEPOT PROJECT TO SECURE UNDERGROUND UTILITIES INSTALLATION with UPDATED LIABILITY LIMITS. Motion carried with the following vote:

AYES:	Mendoza-Navarro, Cho, Guerra, Robertson
NOES:	None
ABSTAIN:	None
ABSENT:	Trujillo

5.     2021-16R     Consideration of a Resolution approving fee waiver for temporary rental of Pioneer Village Main Building and Senior Center to Fresno County Department of Public Health for COVID-19 testing and Vaccines

Community Services Director Kirchner reported on the item for Council. After Council discussion, motion was made by Mayor Pro Tem Cho and seconded by Council member Mendoza-Navarro to adopt RESOLUTION NO. 2021-16R, APPROVING FEE WAIVER FOR TEMPORARY RENTAL OF PIONEER VILLAGE MAIN BUILDING AND SENIOR CENTER TO FRESNO COUNTY DEPARTMENT OF PUBLIC HEALTH FOR THE PURPOSE OF COVID-19 TESTING AND VACCINES. Motion carried with the following vote:

AYES:	Cho, Mendoza-Navarro, Guerra, Robertson
NOES:	None
ABSTAIN:	None
ABSENT:	Trujillo

**DEPARTMENT REPORTS:** City Manager Gallavan reported on the current week long City of Selma clean-up event provided by Waste Management. She also advised Council on the positive comments received from residents who are very appreciative of the fee waiver for dog licenses.

Assistant City Manager Moreno reported on the Measure S and Measure P upcoming meetings and provided information regarding the check register invoices.

Community Development Director Santillan reported City Staff recently submitted two grant applications to Fresno Council of Governments to support housing development in Selma. He also discussed identifying solutions with City partners to address continued beautification efforts in Selma.

Public Works Director Ferrell updated Council on the Veterans Plaza project.

Fire Chief Petersen provided updates to Council on the ladder truck and the Emergency Medical Systems Vehicle.

Police Commander Garza reported City Staff is now attending certification training and addressed traffic concerns from Mayor Robertson.

Community Services Director Kirchner reported that the State approved the new park location and thanked Selma Rotary Club and Selma Walmart for the homerun fence donations. He also provided a power point presentation on a few marquee options for Lincoln Park.

**COUNCIL REPORTS:** Council member Mendoza-Navarro welcomed Legal Counsel Lerner and reported on attending a recent Catholic Women's Club meeting.

Council member Guerra reported on attending a recent Selma Kingsburg Fowler County Sanitation District meeting and congratulated Selma local boxing champion Magali Perez.

Mayor Pro Tem Cho reported on attending a Five Cities meeting. She also discussed the upcoming Chamber Awards banquet, and Central Valley Lioness Club fundraiser dinner.

Mayor Robertson discussed the dog license fee waiver and reported that the Second Chance Animal Shelter has added a cat house. He also reported on attending the following: meeting with American Legion and City Staff regarding the Veterans Plaza Project, meeting with Congressmen Valadao, Cal Van meeting, Anti-Vaping Task Force online meeting, Celebration of Life event for Raymond Gonzales, Sikh Temple Celebration of Vaisakhi, and meeting with several local business leaders. He also stated that he would be attending the upcoming Cemetery District meeting and thanked City Staff.

**ORAL COMMUNICATIONS:** Public comment was received from Ms. Lorraine Ruiz and Ms. Theresa Salas.

**ADJOURNMENT:** There being no further business, the meeting was adjourned at 7:54 p.m.

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Reyna Rivera  
City Clerk



I.C.  
CITY OF SELMA  
COUNCIL REGULAR MEETING  
May 3, 2021

*VIA TELECONFERENCE PURSUANT TO EXECUTIVE ORDER N-29-20 ISSUED BY  
GOVERNOR GAVIN NEWSOM. THE COUNCIL CHAMBER WAS CLOSED TO THE  
PUBLIC. PUBLIC HAD THE OPTION TO CALL +1 301 715 8592 ID: 833 2374 4264  
PASSCODE: 93662 TO PROVIDE COMMENTS ON AGENDA ITEMS*

The regular meeting of the Selma City Council was called to order at 6:12 p.m. in the Council Chambers. Council members answering roll call were: Guerra, Mendoza-Navarro, Trujillo, Mayor Pro Tem Cho and Mayor Robertson.

Also present were Legal Counsel Lerner, Assistant City Manager Moreno, City Manager Gallavan, Community Development Director Santillan, Community Services Director Kirchner, Fire Chief Petersen, Police Chief Gomez, Public Works Director Ferrell, and interested citizens.

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

**INVOCATION:** Pastor Joe Alvarez of Iglesia Antioquia led the invocation. A Moment of Silence was held for Selma resident Israel Trevino, Sr. and Israel Trevino, Jr.

**ORAL COMMUNICATIONS:** Public comments were received from Mr. Jim Avalos and Mrs. Victoria Delgadillo.

**SPECIAL PRESENTATIONS:** Police Chief Gomez awarded Police Dispatcher Krystle Richmond with a plaque in recognition of Police Dispatcher of the Year award.

**CONSENT CALENDAR** Council member Mendoza-Navarro requested to pull agenda item 1.g. Council member Guerra and Council member Mendoza-Navarro requested to pull item 1.i. for separate discussion. Council member Trujillo then motioned to approve the remainder of the Consent Calendar as written. Motion was seconded by Council member Guerra and carried unanimously.

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| 1.a. <u>Approved</u> | Consideration of the January 19, 2021, Council meeting minutes   |
| b. <u>Approved</u>   | Consideration of the January 22, 2021, Council meeting minutes   |
| c. <u>Approved</u>   | Consideration of the February 1, 2021, Council meeting minutes   |
| d. <u>Approved</u>   | Consideration of a Professional Service Agreement for the Downtown Business Improvement District Feasibility Study with AMI Concepts |

- e. 2021-18R Consideration of a Resolution authorizing the submittal of applications for the Fresno Council of Governments Housing Planning Grants Program and authorizing the execution of applications related documents by the City Manager or Designee
- f. Approved Consideration of a Request from Boys and Girls Clubs of Fresno County to submit a letter of support for funding to continue services through Fresno County Community Development Block Grant
- g. Pulled Consideration of a Professional Services Agreement with National Demographics Corporation to provide demographic and districting services related to the mandated 2020 US Census Analysis
- h. 2021-19R Consideration of a Resolution approving issuance of a special event permit and request for a fee waiver for the National Day of Prayer
- i. Pulled Consideration of the check register dated April 28, 2021
- j. Approved Consideration of Agreement with Selma Adventist Health- Laboratory & Toxicology Services Agreement

**CONSENT CALENDAR AGENDA ITEMS 1.g. and 1.i.:** Ms. Shalice Tilton representing the National Demographics Corporation reported on item 1.g. and discussed the timeline based on Federal and State regulations. Public comment was received on item 1.i. by Mrs. Victoria Delgadillo and Mr. Jim Avalos. After discussion of agenda items 1.g. and 1.i. motion was made by Council member Mendoza-Navarro and seconded by Mayor Pro Tem Cho to approve items 1.g. PROFESSIONAL SERVICE AGREEMENT WITH NATIONAL DEMOGRAPHICS CORPORATION TO PROVIDE DEMOGRAPHIC AND DISTRICTING SERVICES RELATED TO THE MANDATED 2020 CENSUS ANALYSIS and 1.i. CHECK REGISTER DATED APRIL 28, 2021. Motion carried with the following vote:

AYES: Mendoza-Navarro, Cho, Trujillo  
NOES: Guerra, Robertson  
ABSTAIN: None  
ABSENT: None

At this point in the meeting, Mayor Robertson stated that item 2 and 6 would be switched to accommodate the speaker.

- 6. 2021-20R Consideration of Early Construction Agreement with 1480 Skelton, LP a California Limited Partnership for Tract Map 5303 Phase III

Assistant City Manager Moreno reported on the matter. Mr. Justin Hardt representing the project provided comments for Council. Public comment was received from Mrs. Victoria Delgadillo. After Council discussion, motion was made by Council member Guerra and seconded by Council member Mendoza-Navarro to approve RESOLUTION NO. 2021-20R

APPROVING AN AGREEMENT FOR ISSUANCE OF AT-RISK BUILDING PERMITS WITH 1480 SKELTON, LP A CALIFORNIA LIMITED PARTNERSHIP FOR TRACT MAP 5303 PHASE III AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME. Motion carried unanimously.

3. Approved Presentation and Necessary Action to Accept Fiscal Year 2019-20 Financial Statements with Independent Auditors Report

Assistant City Manager Moreno introduced Ms. Sara Fraijo, representing Sampson and Sampson Certified Public Accountants (CPA), which provided a presentation on the Independent Auditor's Report. Public comment was received from Mrs. Victoria Delgadillo.

**RECESS:** Mayor Robertson recessed the meeting at 7:32 p.m. The meeting reconvened at 7:41 p.m.

After Council discussion, motion was made by Council member Guerra and seconded by Mayor Pro Tem Cho to APPROVE AND ACCEPT FISCAL YEAR 2019-20 FINANCIAL STATEMENTS WITH INDEPENDENT AUDITORS REPORT. Motion carried unanimously.

4. Approved Consideration of approval of a \$2,200 expenditure for Structural Engineering Services for Lincoln Park Statues Installation and extend construction timeline for the project covered in the Memorandum of Understanding (MOU) with American Legion Post #12

Public comment was received from Mr. Eliseo Zuniga, Commander of American Legion Post #12, Mr. Jim Avalos, and Mrs. Victoria Delgadillo. After Council discussion, motion was made by Council member Guerra and seconded by Council member Mendoza-Navarro to APPROVE A \$2,200 EXPENDITURE FOR STRUCTURAL ENGINEERING SERVICES FOR LINCOLN PARK STATUES INSTALLATION AND EXTEND CONSTRUCTION TIMELINE FOR THE PROJECT COVERED IN THE MEMORANDUM OF UNDERSTANDING (MOU) WITH AMERICAN LEGION POST #12. Motion carried unanimously.

5. Discussion Only Consideration on Council Priorities and Goals

City Manager Gallavan reported on the goals and priorities received and discussed the options for Council to consider. Public comments were received by Mrs. Victoria Delgadillo, Mr. Jim Avalos, Mr. Eliseo Zuniga, and Mr. Beto Cortes. After Council discussion, consensus was made to discuss the goals and priorities further at the upcoming budget meeting scheduled for May 14, 2021.

6. 2021-21R Consideration of the City Council Code of Conduct Update

City Manager Gallavan reported on the item for Council. Attorney Bennett and Legal Counsel Lerner advised on the matter. Public comment was received from Ms. Theresa Salas, Mrs. Victoria Delgadillo and Mr. Jim Avalos. After Council discussion, motion was made by Council member Mendoza-Navarro and seconded by Mayor Pro Tem Cho to approve RESOLUTION NO. 2021-21R, A RESOLUTION TO UPDATE THE CITY COUNCIL CODE OF CONDUCT WITH THE REVISION ON THE CLERICAL ERROR AND TO INCLUDE A SIMPLE MAJORITY VOTE. Motion carried with the following vote:

AYES: Mendoza-Navarro, Cho, Trujillo  
NOES: Guerra, Robertson  
ABSTAIN: None  
ABSENT: None

**DEPARTMENT REPORTS:** City Manager Gallavan reported that the City received a \$167,000 Transit Oriented Development (TOD) grant for the downtown revitalization & strategic plan.

Assistant City Manager Moreno provided updates on the street and alleyway projects.

Community Development Director Santillan provided a zoning ordinance update and stated the public outreach component will occur during public forums.

Public Works Director Ferrell provided an update on the Veterans Plaza project and thanked everyone involved on the project. He thanked the merchants and citizens for their patience during the roadwork project.

Fire Chief Petersen thanked everyone who donated blood during the recent blood drive and thanked Knotty Chicks and the Selma Firefighter's Association for providing snacks to the donors.

Community Services Director Kirchner and Recreation Coordinator Martinez provided a power point presentation on proposed holiday signs and the entrance to Selma sign.

**COUNCIL REPORTS:** Council member Mendoza-Navarro reported on attending the Selma High School Stadium ribbon cutting, Chamber of Commerce Awards Banquet, and a League of Cities FEMA reimbursement guidance workshop on the room key funds.

Council member Trujillo provided an update on an orphanage being built for children with cancer in Guadalajara, Mexico and stated they received an award for this project. Council member Trujillo reported on attending the Selma High School Stadium ribbon cutting, the Chamber of Commerce Awards Banquet and a Rotary meeting.

Council member Guerra reported on attending the Selma High School Stadium ribbon cutting. She also discussed receiving concerns from track parents regarding the inability to have a track meet. Council member Guerra thanked Ms. Leslie Nelson and the



Beautification Committee on an outstanding job this past Saturday at their clean up event. On a personal note, she stated that she attended her granddaughter's baptism and asked to continue to keep the Trevino family in our prayers.

Mayor Pro Tem Cho reported on attending the following: Chamber of Commerce ribbon cutting event for Cobian Bakery, Selma High School Stadium ribbon cutting, Chamber Awards banquet and the Beautification Committee meeting.

Mayor Robertson reported on attending the following: Calvans meeting, Chamber of Commerce ribbon cutting at Cobian Bakery, Cemetery District meeting, Fresno Council of Governments meeting, World Cyclist Somen Debnath, and a meeting with Governor Newsom's External Affairs Committee. He addressed the Code of Conduct and an email received from the Selma Unified District School Board. Mayor Robertson provided an update on the Second Chance Animal Shelter and invited everyone to the upcoming ribbon cutting for the cathouse.

**ORAL COMMUNICATION:** Public comments were received by Ms. Theresa Salas and Mrs. Victoria Delgadillo.

**ADJOURNMENT:** There being no further business, the meeting was adjourned at 9:46 p.m.

Respectfully submitted,

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Reyna Rivera  
City Clerk

1. d.  
CITY OF SELMA  
COUNCIL SPECIAL MEETING  
May 13, 2021

*VIA TELECONFERENCE PURSUANT TO EXECUTIVE ORDER N-29-20 ISSUED BY GOVERNOR GAVIN NEWSOM. THE COUNCIL CHAMBER WAS CLOSED TO THE PUBLIC. PUBLIC HAD THE OPTION TO CALL +1 301 715 8592 ID: 892 2104 2176 PASSCODE: 1893 TO PROVIDE COMMENTS ON AGENDA ITEMS.*

The special meeting of the Selma City Council was called to order at 6:01 p.m. in the Council Chambers. Council members answering roll call were: Guerra, Mendoza-Navarro, Trujillo, Mayor Pro Tem Cho, and Mayor Robertson.

Also present were Special Counsel Bennett, Legal Counsel Lerner, City Manager Gallavan, and interested citizens.

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

**CLOSED SESSION:** At 6:03 p.m., Mayor Robertson recessed the meeting into Closed Session to discuss the following:

**Public Employee Performance Evaluation: City Manager**  
Pursuant to Government Code Section 54957

Mayor Robertson reconvened the meeting from closed session at 6:22 p.m. with no reportable action to announce.

**ADJOURNMENT:** There being no further business, the meeting was adjourned at 6:23 p.m.

Respectfully submitted,

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Reyna Rivera  
City Clerk

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

June 21, 2021

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**ITEM NO:** 1.e.

**SUBJECT:** Notice of Completion for STPL 5096 (038), Nebraska Avenue  
Rehabilitation Project

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**RECOMMENDATION:** Approve Notice of Completion for STPL 5096(038), Nebraska Avenue Rehabilitation Project, and authorize the Acting City Manager to execute same.

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**DISCUSSION:** The Public Works Engineering Department is requesting that the Council approve the Notice of completion for the above referenced project. All work has been completed, has met all design standards, and has been approved by the City Engineer.

Project consisted of the following:

Roadway rehabilitation and widening on Nebraska Avenue from SR 43 to Mitchell Avenue in Selma.

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

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<u>/s/</u>	<u>06/18/2021</u>
Joseph Daggett, Contract Engineer	Date

<u>/s/</u>	<u>06/18/2021</u>
Isaac Moreno, Acting City Manager	Date

Recording Requested By  
City of Selma

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

THIS SPACE IS FOR RECORDING INFORMATION ONLY

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### NOTICE OF COMPLETION

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

Nebraska Avenue Rehabilitation Project, Selma, CA, STPL-5096(038);

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

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

That the name of the Contractor is Dawson-Mauldin, LLC, 1071 E Nebraska Avenue, Selma, CA 93662;

That on the 13<sup>th</sup> day of May, 2021, the Contract for the work on the above-described property was actually completed.

By: \_\_\_\_\_  
Isaac Moreno, Acting City Manager, City of Selma  
Owner

I, Isaac Moreno, being duly sworn says:

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

CITY OF SELMA, a Municipal Corporation

By: \_\_\_\_\_  
Isaac Moreno, Acting City Manager, City of Selma



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

June 21, 2021

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**ITEM NO:**

**1.f.**

**SUBJECT:** Final Acceptance for the Selma Police Department Building Project

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**RECOMMENDATION:** 1. Accept the work for the Selma Police Department Building Project in the amount of \$8,531,518.81; and  
2. Authorize recordation of the Notice of Completion with the Fresno County Recorder; and  
3. Authorize payment of retention in the amount of \$426,575.94

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**EXECUTIVE SUMMARY:** The contractor, Katch Environmental, Inc. has completed all work for the subject project. All work was completed in accordance with the plans, specifications, and contract documents, and performed to the satisfaction of the City Engineer.

**BACKGROUND:** The project consisted of the construction of a new police department building.

The were multiple change orders throughout the project. The total approved change order costs were \$208,941.81.

**REASON FOR RECOMMENDATION:** The project construction work has been completed by the contractor to the satisfaction of the City Engineer.

**FISCAL IMPACT:** The final construction cost was \$8,531,518.81. The project was funded by GO bond, Station Appropriation, and other city funds.

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\_\_\_\_\_/s/\_\_\_\_\_  
Brandon Broussard, Interim City Engineer

\_\_\_\_06/18/2021\_\_\_\_  
Date

\_\_\_\_\_/s/\_\_\_\_\_  
Isaac Moreno, Acting City Manager

\_\_\_\_06/18/2021\_\_\_\_  
Date

RECORDING REQUESTED BY AND MAIL TO:

NAME: CITY CLERK, CITY OF SELMA

STREET: 1710 TUCKER STREET

CITY & STATE: SELMA, CA 93662

Exempt from fee per Government Code 6103

Exempt from fee per Government Code 27383

### **NOTICE OF COMPLETION**

1. The City of Selma, a municipal corporation, 1710 Tucker Street, Selma, California, is the OWNER of the property hereinafter described.
2. The name of the Contractor who caused the work of improvement to be done is Katch Environmental, Inc.
3. The property on which the work of improvements was accepted is located in the City of Selma, County of Fresno, State of California, at the intersection of 3<sup>rd</sup> Street and Grove Street.
4. The work for the Selma Police Department Building Project included the construction of a new building.
5. The work of improvements as described herein was completed by the Contractor in June of 2021 and accepted by Selma City Council on June 21, 2021.
6. The Security for the Labor and Material Bond is issued by Western Surety Company, a South Dakota corporation.

CITY OF SELMA, *a municipal corporation*

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Brandon A. Broussard, Interim City Engineer

*I, the undersigned say: I am the person who signed the signed notice. I have read the above notice and know its contents, and the facts stated therein are true by my own knowledge.*

*I declare under penalty of perjury that the foregoing is true and correct.*

*Executed at Selma, California, this 21st day of June, 2021.*

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Brandon Broussard, Interim City Engineer

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ITEM NO:

1.g.

**SUBJECT:** Consideration for a Resolution Approving the Project list for Senate Bill 1 (SB 1) Funding for FY 2021/2022 Resolution

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**RECOMMENDATION:** Adopt the Resolution Approving the Project list for Senate Bill 1 (SB 1) Funding for FY 2021/2022

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**BACKGROUND:** On April 28, 2017, the Governor signed Senate Bill ("SB") 1 to address basic road maintenance, rehabilitation and critical safety needs on the state highway and local road system. SB1 established requirements for holding local governments accountable for the efficient use of public funds to maintain public streets and roads. Under the provisions of SB1, funds from the Road Maintenance and Rehabilitation Account ("RMRA") may be used for City projects that meet certain criteria and requires that eligible cities submit a list of proposed projects to be funded with these funds pursuant to an adopted city budget.

Cities are allocated RMRA funds based on population, and in order to use the RMRA funds, projects must be the following qualifications: considered basic road maintenance and road rehabilitation projects, and or critical safety projects.

**DISCUSSION:** The projects being submitted for the 2021-2022 funding cycle are:

1. Alphabet Streets (A through E) Reconstruction:

Reconstruction of roadway structural sections, replacement of damaged sidewalks, construction of sidewalks to provide a continuous path of travel through neighborhoods, and upgrades to curb ramps to current ADA standards in the Alphabet Streets.

The Engineer's estimate for this project is \$2,000,000. The estimated useful life of the project is 20-25 Years. Estimated completion date is December 2025.

The projects are scalable depending on the funds available from SB1.

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/s/  
Brandon Broussard, Interim City Engineer

06/15/2021  
Date

/s/  
Isaac Moreno, Acting City Manager

06/15/2021  
Date

**RESOLUTION NO. 2020 – \_\_\_\_ R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA  
APPROVING THE PROJECT LIST FOR SENATE BILL (SB) 1 FUNDING FOR  
FISCAL YEAR 2021-2022**

**WHEREAS**, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

**WHEREAS**, SB 1 includes accountability and transparency provisions that will ensure the residents of our City of Selma are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

**WHEREAS**, the City of Selma must adopt by resolution a list of projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (“RMRA”), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project’s completion, and the estimated useful life of the improvement; and

**WHEREAS**, the City of Selma will receive an estimated \$469,423 in RMRA funding in Fiscal Year 2021-2022 from SB 1; and

**WHEREAS**, this is the fifth year in which the City of Selma is receiving SB 1 funding and will enable the City of Selma to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

**WHEREAS**, the City of Selma has undergone a robust public process to ensure public input into our community’s transportation priorities/the project list; and

**WHEREAS**, the City of Selma used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community’s priorities for transportation investment; and

**WHEREAS**, the funding from SB 1 will help the City of Selma maintain and rehabilitate multiple streets throughout the City of Selma this year and similar projects into the future; and

**WHEREAS**, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City of Selma’s streets and roads are in an “poor” condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a “good” condition; and

**WHEREAS**, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive benefits to the City of Parlier and the County of Fresno.



**WHEREAS**, the City of Selma is proposing the project list for SB1 funding for fiscal year 2021-2022 from the California Transportation Commission for the following project(s):

<u>Project Location and Description</u>	<u>Estimated Completion Date</u>		<u>Estimated Useful Life</u>
	<u>Pre-Construction</u>	<u>Construction</u>	
1. Alphabet Streets (A through E) Reconstruction Project: Reconstruction of roadway structural sections, replacement of damaged sidewalks, construction of sidewalks to provide a continuous path of travel through neighborhoods, and upgrades to curb ramps to current ADA standards in the Alphabet Streets.	01/2022	06/2022	20-25 Years

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

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

SECTION 2. The City Council hereby approves the following project list for SB 1 funding for Fiscal Year 2021-2022 and directs that it be sent to the California Transportation Commission.

<u>Project Location and Description</u>	<u>Estimated Completion Date</u>		<u>Estimated Useful Life</u>
	<u>Pre-Construction</u>	<u>Construction</u>	
1. Alphabet Streets (A through E) Reconstruction Project: Pavement rehabilitation and ADA upgrade of the alphabet streets between Rose and Floral Avenues.	01/2022	06/2022	20-25 Years

SECTION 3. The following previously proposed and adopted projects may utilize fiscal year 2021-22 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the City of Selma is reaffirming to the

public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:

No previous proposed projects are anticipated to use fiscal year 2021-22 RMRA

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

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

**PASSED, APPROVED and ADOPTED** by the City Council of the City of Selma at a regular meeting this 21st day of June, 2021, by the following vote:

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

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Scott Robertson, Mayor

ATTEST:

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Reyna Rivera, City Clerk

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

June 21, 2021

**ITEM NO:** 1.h.

**SUBJECT:** Declaring Surplus and Sale, Donation or Disposal of City Property

**RECOMMENDATION:** Adopt a Resolution declaring the vehicles on the Surplus Vehicle List as surplus, and authorize the sale, donation or disposal of the vehicles.

**DISCUSSION:** The Public Works Department is requesting Council's approval to declare as surplus the vehicle list attached hereto as "Exhibit A", and to authorize the sale, donation or disposal of said vehicles/equipment. Given the age, mileage and general condition of the vehicle, the use of the vehicle is no longer cost-effective for the City.

Unit #	Dept	Year	Use	Unit Description	License	Vin/Serial #	Notes
8506	2500	1924	Fire Engine	American La France	69923	2926	non-repairable

**RECOMMENDATION:** Adopt a Resolution declaring the vehicles on the Surplus Vehicle List as surplus, and authorize the sale, donation or disposal of the vehicles.

/s/ \_\_\_\_\_ 06/18/2021  
Shane Ferrell, Public Works Director Date

/s/ \_\_\_\_\_ 06/18/2021  
Isaac Moreno, Acting City Manager Date

**RESOLUTION NO. 2021 – \_\_R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,  
CALIFORNIA, DECLARING CERTAIN EQUIPMENT SURPLUS AND  
AUTHORIZING THEIR SALE, DONATION, OR DISPOSAL**

**WHEREAS**, in accordance with the provisions of Government Code Section 37350, the City is permitted to dispose of personal property for the common benefit; and

**WHEREAS**, the City desires to declare certain equipment to be surplus. A description of said equipment is attached hereto as “Exhibit A”.

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

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

**Section 2.** Given the age and condition of the various equipment set forth in Exhibit A, said equipment has become obsolete and replaced with new, reliable equipment, the City Council hereby declares the various equipment as surplus property.

**Section 3.** The City Manager is hereby directed to sell, donate or dispose of the surplus equipment, and take all actions necessary to effectuate the direction set forth in this Resolution.

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

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

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Selma on this 21<sup>st</sup> day of June 2021, by the following roll call vote:

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

ATTEST:

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

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



*Exhibit A*

*Surplus Items – 06-21-2021*

Unit #	Dept	Year	Use	Unit Description	License	Vin/Serial #	Notes
8506	2500	1924	Fire Engine	American La France	69923	2926	non-repairable

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

June 21, 2021

ITEM NO: 1.i.

SUBJECT: Consideration of Agreement with QK, Inc. for CEQA/environmental review related to Rockwell Pond Park project.

**RECOMMENDATION:** Authorize Interim City Manager to execute Agreement with QK, Inc. in a form acceptable to the City Attorney for the Environmental Review required for the Rockwell Pond Park project.

**DISCUSSION:** QK, Inc. is a professional consulting firm specializing in engineering, plan, environmental review and other development oriented services. The City currently has an on-call planning services contract with QK and staff recently requested a proposal to carry out the environmental review required by the California Environmental Quality Act (CEQA) for the Rockwell Pond Park project.

The Scope of Services of the Proposal, attached as Exhibit A, include completion of technical studies such as a biological survey, traffic impact analysis, cultural and tribal resources memo, and potentially a wetlands banks assessment depending on the design of the proposed pedestrian bridge in the park. QK would also manage the drafting, noticing, and circulation of the Mitigated Negative Declaration (MND) and other related CEQA tasks. The fixed fee for these services is \$32,675.

Staff request authorization for the Interim City Manager to execute an agreement with QK, Inc. in a form acceptable to the City Attorney, for environmental review services for the Rockwell Pond Park project.

<b><u>COST:</u></b> (Enter cost of item to be purchased in box below)		<b><u>BUDGET IMPACT:</u></b> (Enter amount this non-budgeted item will impact this years' budget in box below – if budgeted, enter NONE).
QK not-to-exceed amount: <b>\$32,675</b>		None
<b><u>FUNDING:</u></b> (Enter the funding source for this item in box below – if fund exists, enter the balance in the fund).		<b><u>ON-GOING COST:</u></b> (Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE).
Funding Source: Prop. 68 State Parks Program Grant Fund Balance:		None

/s/  
Fernando Santillan, Community Development Director

06/17/2021  
Date

/s/  
Isaac Moreno, Acting City Manager  
June 21, 2021 Council Packet

06/17/2021  
Date

**CITY OF SELMA  
PROFESSIONAL SERVICES AGREEMENT**

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of June XX, 2021 ("Effective Date"), between the City of Selma, a municipal corporation ("City") and QK, Inc., a California corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

**RECITALS**

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

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

**1. TERM**

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 31, 2022 unless sooner terminated pursuant to the provisions of this Agreement.

**2. SERVICES**

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

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

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

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

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

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

### **3. MANAGEMENT**

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

### **4. PAYMENT**

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed One Hundred Fifty Thousand Dollars (\$150,000.00) per year, unless additional payment is approved by the City Manager.

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

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

## **5. SUSPENSION OR TERMINATION OF AGREEMENT**

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

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

## **6. OWNERSHIP OF DOCUMENTS**

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

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



of providing the services under this Agreement. All reports, documents, or other written material developed by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

## **7. INDEMNIFICATION**

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

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

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

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

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

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

## **8. INSURANCE**

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

## **9. INDEPENDENT CONSULTANT**

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

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

## **10. LEGAL RESPONSIBILITIES**

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

## **11. UNDUE INFLUENCE**

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

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

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

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

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

### **14. NOTICES**

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

To City:	City of Selma 1710 Tucker Street Selma, CA 93662 Attention: City Manager
With a Copy To:	Mary F. Lerner, City Attorney Lozano Smith, Attorneys at Law 7404 N Spalding Ave Fresno, CA 93720
To Consultant:	QK, Inc Attn: Janel Freeman 901 East Main Street Visalia, CA 93292

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 and 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"**

**QK, Inc.**

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

Ralph Jimenez, Interim City Manager

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

Janel Freeman

**Attest:**

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

Reyna Rivera, City Clerk

**Approved as to form:**

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

Mary F. Lerner, City Attorney

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



## EXHIBIT A SCOPE OF SERVICES

Consultant shall provide the City with the following Services:

### APPROACH/SCOPE OF SERVICES

#### **TASK 1.0      COMPLETION OF TECHNICAL STUDIES IN COMPLIANCE WITH CEQA**

QK will conduct technical studies to provide detailed information for inclusion in the CEQA document. These include studies for traffic, biological resources, and cultural resources. The San Joaquin Valley Air Pollution Control District (SJVAPCD) has analyzed certain projects for impacts to air quality and has found these projects would not create significant impacts. The Small Project Analysis Levels (SPAL) includes parks under 256 acres as a listed use as less than significant for CEQA. Therefore, no air quality study will be prepared as part of this proposal.

##### ***Subtask 1.1      Traffic Impact Analysis***

Under contract to QK, Ruetters & Schuler will prepare a Trip Generation Memo. The memo will analyze the anticipated vehicular trips that will be generated for the proposed park. It is anticipated that the total number of trips will not exceed thresholds for Level of Service (LOS) in the area or Vehicle Miles Traveled (VMT). This memo will be incorporated into the IS/MND.

##### Deliverables:

- Trip Generation Memo for inclusion in the IS/MND.

##### ***Subtask 1.2      Biological Resources Assessment and Banks Assessment***

QK will conduct a general biological reconnaissance survey of the entire 60-acre Project site and 250-foot buffer, if feasible, to document existing Project site conditions. The survey will identify and map habitat types and vegetation associations on the Project site and assess the potential for occurrence of sensitive plant and animal species. Results will be analyzed in the IS/MND.

QK will conduct a banks assessment to delineate the banks of the Rockwell Pond for use by project designers for construction of the pedestrian bridge. This assessment will be provided in GIS format. Based on design of the bridge, if Army Corp of Engineers permitting is required, QK can provide additional resources to assist, under separate contract.

##### Deliverables:

- Reconnaissance-level biological survey of the Project site
- Preparation of a Biological Resources Section of IS/MND

### **Subtask 1.3      *Cultural and Tribal Resources***

The property has been farmed in the past and is highly disturbed, so a qualified QK archaeologist will conduct a background/archival research at the Southern San Joaquin Valley Information Center to determine if there are any previously known cultural resources on the Project site or area. A Sacred Lands File review by the Native American Heritage Commission will also be requested. Results of this records search will be documented in a Technical Memo and as part of the CEQA document. QK will also draft a letter to the appropriate tribal groups pursuant to Assembly Bill (AB) 52 and Public Resources Code § 21080.3.1 for use by the City.

#### Deliverables:

- Cultural Resources Records search at the Southern San Joaquin Archaeological Information Center - Cal State Bakersfield
- Native American Consultation list from the Native American Heritage Commission
- Preparation of the Cultural and Tribal Resources Section of the IS/MND
- Assistance with AB 52 compliance (tribal consultation)

## **TASK 2.0      INITIAL STUDY/MITIGATED NEGATIVE DECLARATION (CEQA)**

### **Subtask 2.1      *Prepare Administrative Draft IS/MND***

QK will prepare an Administrative Draft IS/MND, using information provided by the client and augmented with additional research and available in-house resources for review and comment. In accordance with §15063(d) of the CEQA Guidelines. The IS/MND will include an introduction chapter that provides an overview of the Project, a brief discussion of why environmental documentation for the Project is required under CEQA, the scope of the IS/MND, impact terminology definitions, and the organization of the IS/MND document. The IS/MND will also have a chapter that includes a Project Description with, at a minimum, a vicinity, project location, and site plan map. This chapter will also include the CEQA IS Checklist (Appendix G of the CEQA Guidelines). As required by CEQA, the administrative draft IS/MND will include another chapter that lists the preparers of the document, a cover page, table of contents, list of figures, and references will also be included as part of the document. One round of revisions is anticipated. The IS/MND will be submitted to the City for review and comment.

#### Deliverable:

- Administrative Draft IS/MND in PDF format

### **Subtask 2.2      *Prepare and Distribute Draft IS/MND***

After City staff has reviewed and provided comment on the administrative draft IS/MND, QK will revise and prepare a screen-check draft IS/MND for approval by the Community Development Director prior to distributing the IS/MND for public review. Once the City approves the screen-check draft IS/MND, QK will produce and distribute the draft IS/MND. We will upload the draft IS/MND to the State Clearinghouse (SCH) along with the mandatory Notice of Completion (NOC) and Summary Form. QK will prepare the Notice of Intent (NOI) for posting at the Fresno County Clerk's office. It is expected that City staff will deliver the NOI to the Clerk's office with the requisite posting fee. QK will also produce and distribute up to 10 additional printed copies based on a City-provided mailing list. We will deliver all copies of the draft IS/MND via US Mail. One round of revisions is anticipated.

#### Deliverables:

- Notice of Completion and Summary Form
- Notice of Intent to Adopt a Mitigated Negative Declaration
- Screen-check draft IS/MND in PDF format
- Up to 10 copies of the draft IS/MND
- Electronic submittal of IS/MND to SCH

### **Subtask 2.3      *Prepare Final IS/MND and MMRP***

After the required 30-day public review period, QK will prepare the final IS/MND based on comments received during the public review period. As required by Section 21091(f) of the CEQA Guidelines, the City must consider the MND and any comments received before approving the Project. The City has no affirmative duty to prepare formal responses to comments on the proposed MND but should have adequate information in the record explaining why a comment does not affect the conclusion that there is no potentially significant effect. If a received comment warrants additional explanation about why the Project does not result in a potentially significant effect, then it is recommended that the City prepare a response to comments to be included in the final IS/MND to be presented to the Planning Commission and City Council for their consideration. QK would prepare a response memo that would be submitted along with the final IS/MND for the Policy Makers' consideration. We anticipate responding to up to ten comments, whether in one letter of comment or in several letters. Responding to additional comments would be on a time and materials basis.

A Mitigation Monitoring and Reporting Program (MMRP) report will be drafted with the final IS/MND for adoption by the City. The purpose of the MMRP is to ensure that mitigation measures are implemented; a typical MMRP includes discreet steps for compliance with a mitigation measure, timing of compliance (e.g., prior to issuance of a permit or during construction), and identifies the party responsible in ensuring compliance.

QK will prepare a screen-check final IS/MND with MMRP in PDF form for approval by the Community Development Director prior to providing the final IS/MND in digital form for the staff report package.

The Notice of Intent (NOI) to adopt the document will need to be published in the local newspaper, and we anticipate that City staff will want to handle this. QK will prepare a draft resolution for adoption of the CEQA document by the at public hearing that will contain all required elements and language as outlined in CEQA.

#### Deliverables:

- Screen-check final IS/MND in PDF format
- Final IS/MND in PDF format
- A Response to Comments memo (if necessary) in PDF format
- Mitigation Monitoring and Reporting Program
- Draft NOI and newspaper advertisement

### **TASK 3.0      ATTEND HEARINGS AND PREPARE NOD**

QK will be available to attend the Planning Commission and City Council hearings when final IS/MND approval and MMRP adoption will be considered. If the City decides to approve the final IS/MND and adopt the MMRP, we will prepare the draft Notice of Determination (NOD) to be finalized and submitted to the SCH and Fresno County Clerk by the City, along with the required California Department of Fish and Wildlife (CDFW) fees at the time of the NOD submittal. As required by CEQA, if the Project is approved, the NOD will be filed with the SCH and County Clerk within five working days.

Please note that the filing of the NOD requires payment of two (2) separate fees: a \$50.00 Fresno County Clerk filing fee and a \$2,480.25 CDFW filing fee as required by Fish and Game Code §713. These two (2) fees are not included as part of this proposal.

Deliverable:

- Attend one Planning Commission hearing
- Attend one City Council hearing
- Draft NOD in Word format

**TASK 4.0 PROJECT COORDINATION**

QK will conduct team oversight, project tracking, scheduling of staff, invoicing, routine communications, implement our QA/QC process, and conduct other standard project management tasks. We will coordinate and maintain communications with the City and others on an as-needed basis. Phone calls and emails will be the routine method of communication.

**SCHEDULE**

Task	Description	Duration
1.0	Completion of Technical Studies in Compliance with CEQA	
1.1	Traffic Impact Analysis	30 days
1.2	Biology Resources Assessment and Banks Assessment	30 days
1.3	Cultural and Tribal Resources	30 days
2.0	Initial Study/Mitigated Negative Declaration (CEQA)	
2.1	Prepare Administrative Draft IS/MND	45 days
	City Staff Review	7 days
2.2	Prepare and Distribute Draft IS/MND	14 days
	Public Review Period	30 days
2.3	Prepare Final IS/MND and MMRP	14 days
3.0	Attend Hearings and Prepare NOD	
	Planning Commission Hearing	7 days
	City Council Hearing	14 days
	Prepare NOD	1 day
4.0	Project Coordination	
Total Duration		4-5 Months

## EXHIBIT B RATE SCHEDULE

Consultant shall perform the Services at the following rates:

### FEE ESTIMATE

Per this initial agreement, QK proposes to provide services for the above referenced Project on a Fixed-Fee (FF) basis as identified below.

Task	Description	Fee Type	Fees
1.0	Completion of Technical Studies in Compliance with CEQA		
1.1	Traffic Impact Analysis	FF	\$3,000
1.2	Biology Resources Assessment and Banks Assessment	FF	\$7,250
1.3	Cultural and Tribal Resources	FF	\$2,850
2.0	Initial Study/Mitigated Negative Declaration (CEQA)		
2.1	Prepare Administrative Draft IS/MND	FF	\$8,575
2.2	Prepare and Distribute Draft IS/MND	FF	\$2,800
2.3	Prepare Final IS/MND and MMRP	FF	\$2,700
3.0	Attend Hearings and Prepare NOD	FF	\$2,000
4.0	Project Coordination	FF	\$3,500
Total Fixed Fee			\$32,675

#### Notes:

1. Expenses for reproduction, mailing, mileage, etc. are billed per our attached Charge Rate Schedule.
2. Tasks billed by fixed fees will be invoiced monthly based on the percentage of work completed.
3. Tasks set on a Fixed Fee basis cover the work specifically identified in the scope. Additional work that could arise out of scope, if any, would be charged on a Time & Materials basis after consultation with the City.

## Charge Rate Schedule



### 2021 CHARGE RATE SCHEDULE

	Current
<b>TECHNICAL SERVICES</b>	
Project Assistant	\$69 / hour
Project Administrator	\$97 / hour
Assistant CADD Technician/Designer /GIS Technician	\$87 / hour
Associate CADD Technician/Designer /GIS Analyst	\$102 / hour
Senior Associate CADD Technician/Designer /GIS Analyst	\$118 / hour
Senior CADD Technician/Designer /GIS Analyst	\$133 / hour
Landscape Architect Technician	\$102 / hour
<b>PROFESSIONAL SERVICES</b>	
<b>Engineering</b>	
Assistant Engineer	\$115 / hour
Associate Engineer	\$145 / hour
Senior Associate Engineer	\$170 / hour
Senior Engineer / City Engineer / District Engineer	\$195 / hour
Principal Engineer	\$250 / hour
<b>Planning / Environmental / Landscape Architecture</b>	
Assistant Environmental Scientist	\$80 / hour
Assistant Planner	\$90 / hour
Associate Planner/Environmental Scientist	\$105 / hour
Senior Associate Environmental Scientist	\$130 / hour
Senior Associate Planner	\$130 / hour
Senior Environmental Scientist	\$155 / hour
Senior Planner / Landscape Architect	\$155 / hour
Principal Planner/Environmental Scientist	\$170 / hour
Senior Principal Planner/Environmental Scientist	\$195 / hour
<b>Construction and Project Management</b>	
Field Construction Observer	\$118 / hour
Senior Field Construction Observer	\$138 / hour
Assistant Construction/Project Manager	\$110 / hour
Associate Construction/Project Manager	\$124 / hour
Project Manager	\$133 / hour
Senior Associate Construction/Project Manager	\$148 / hour
Senior Construction/Project Manager	\$170 / hour
Principal Construction/Project Manager	\$185 / hour
<b>Surveying</b>	
Assistant Surveyor	\$102 / hour
Associate Surveyor	\$116 / hour
Senior Associate Surveyor	\$145 / hour
Senior Surveyor	\$170 / hour
One Person Survey Crew	\$140 / hour
Two Person Survey Crew	\$225 / hour
Three Person Survey Crew	\$275 / hour
UAV Pilot	\$156 / hour
UAV Flight Observer	\$116 / hour
<i>Fees are based on the median hourly pay rate for employees in each classification, plus indirect costs, overhead, and profit</i>	
<b>EXPENSES</b>	
Plotting, Printing and Reproduction, Equipment Rental, Postage and Shipping	1.15 x Cost
Transportation and per diem (QK will provide documented evidence of business travel; travel outside of work areas shall be pre-approved by Client)	1.15 x Cost
Mileage	\$0.67 / mile
Other Expenses - Including Subconsultants & Purchased Services through Subcontracts	1.15 x Cost

Rates are effective through December 31, 2021. If contract assignment extends beyond that date, a new rate schedule may be added to the contract. Expert Witness Litigation support will be billed as quoted.

Rates based on "Prevailing Wage" (PW) for Construction/Surveying will be determined by project and locality per California law.

June 21, 2021 Council Packet

3/22/2020

1/17/2019



## EXHIBIT C

### INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

**Duration of coverage.** Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, his agents, representatives, employees or subconsultants.

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

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

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

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

**Enforcement of contract provisions (non estoppel).** Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of noncompliance 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.

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**ITEM NO:** 1.j.

**SUBJECT:** Consideration of an Agreement between the City and Cooperative Personnel Services dba CPS HR Consulting to provide test services and Approving and Authorizing the City Manager to execute the same

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**RECOMMENDATION:** Approve and Authorize City Manager to Execute Agreement between City and Cooperative Personnel Services dba CPS HRS Consulting to Provide test services.

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**DISCUSSION:** The attached is a standard agreement for test services related to written and online testing services that are offered by Cooperative Personnel Services, dba CPS HRS Consulting. The agreement is for a two year term.

This Agreement defines CPS HR test rental, use and security policies and procedures. CPS HR develops and rents tests for a number of purposes and in a number of formats (including but not limited to print and electronic media).

CPS HR owns all rights, title and interest, including copyrights, in all tests provided under this Agreement. They are the property of CPS HR and shall remain the property of CPS HR, even while in the custody of Client.

Test Materials consist of all used and unused test booklets, proctors instructions, proctors manuals, scoring instructions, key sheets, key overlays, keyed booklets, scoring keys, instructions, CDs (for oral tests), and any other materials generated at the test administration, such as completed answer sheets (if applicable), scratch paper, note paper and the like.

CPS HR security standards are designed to protect the mutual interests of all Clients that use Test Materials as well as the interests of applicants who take CPS HR tests. In order that no person may gain special advantage by having improper access to the material, all users must sign this Agreement and agree to fulfill its terms, before the Agreement is effective.

<b><u>COST:</u></b> (Enter cost of item to be purchased in box below)		<b><u>BUDGET IMPACT:</u></b> (Enter amount this non-budgeted item will impact this years' budget in box below – if budgeted, enter NONE).
Cost will be determined on the quantity of test needed		
<b><u>FUNDING:</u></b> (Enter the funding source for this item in box below – if fund exists, enter the balance in the fund).		<b><u>ON-GOING COST:</u></b> (Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE).
Funding Source: General Fund FY 2019-2020 Fund Balance: \$6,717,901		

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**RECOMMENDATION:** Approve and Authorize City Manager to Execute Agreement between City and Cooperative Personnel Services dba CPS HRS Consulting to Provide test services.

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\_\_\_\_\_/s/\_\_\_\_\_  
Christina Arias, Human Resources Manager

\_\_\_\_\_  
Date

06/16/2021

\_\_\_\_\_/s/\_\_\_\_\_  
Isaac Moreno, Acting City Manager

\_\_\_\_\_  
Date

06/16/2021



## TEST RENTAL AND USE AGREEMENT

**This Test Rental and Use Agreement ("Agreement") is by and between Cooperative Personnel Services, dba CPS HR Consulting, a California Joint Powers Authority ("CPS HR") and the Agency or Organization named in the signature block at the end of the Agreement ("Client").**

**A. Purpose.** This Agreement defines CPS HR test rental, use and security policies and procedures.

CPS HR develops and rents tests for a number of purposes and in a number of formats (including but not limited to print and electronic media). For that reason, some of the below paragraphs apply under certain circumstances. But, unless specifically limited, each paragraph applies to all testing purposes and formats.

**B. Ownership of CPS HR Tests.**

1. CPS HR owns all rights, title and interest, including copyrights, in all tests provided under this Agreement. They are the property of CPS HR and shall remain the property of CPS HR, even while in the custody of Client.
2. Additionally, tests that have been constructed or modified based on information provided by the client shall not be considered works made for hire, as that term is defined under U.S. Copyright Law. CPS HR shall own all rights, title and interest, including the copyright, in any test it creates for the Client.
3. Ownership of tests specifically developed for a client and of individual test questions supplied by Client, if any, shall be governed by a separate Agreement between CPS HR and Client.

**C. Test Materials.** Test Materials consist of all used and unused test booklets, proctors instructions, proctors manuals, scoring instructions, key sheets, key overlays, keyed booklets, scoring keys, instructions, CDs (for oral tests), and any other materials generated at the test administration, such as completed answer sheets (if applicable), scratch paper, note paper and the like.

**D. Test Security.** CPS HR security standards are designed to protect the mutual interests of all Clients that use Test Materials as well as the interests of applicants who take CPS HR tests. In order that no person may gain special advantage by having improper access to the material, all users must sign this Agreement and agree to fulfill its terms, before the Agreement is effective.

1. Client agrees to take all reasonable and diligent steps to keep CPS HR tests, sample tests, and testing processes confidential and free from unauthorized access and use. This includes, but is not limited to, client agreeing not to divulge, convey, copy in whole or part, duplicate, convert to another format or medium, or otherwise disseminate tests, portions of tests, or test materials.
2. For on-line tests, client further agrees to take all reasonable and diligent steps to prevent any modification to or reverse engineering of the testing software, and any transfer, storage or dissemination of tests or testing software and data on any storage medium or computer server other than those specifically authorized by CPS HR.
3. Should Client suspect any breach of test security, Client agrees to immediately notify CPS HR and immediately take all steps necessary to preserve

evidence of or related to the breach, whether physical or electronic.

**E. Test Review, Ordering and Administration.**

**1. Review Copies.** Review of CPS HR tests, regardless of format, is subject to the test security standards.

**(a) Test Rental Division:** To help in deciding whether to rent exams, Client may review CPS HR stock tests and other stock test materials free of charge (e.g., stock supplements, structured interview packages, and specialized item sets).

**(b) SLPP:** CPS HR does not offer review copies of the Spanish Language Proficiency Program (SLPP) tests. However, for new clients, CPS HR can provide a sample written test booklet showing the different components of the test.

**(c) On-line Testing:** To help in deciding whether to utilize on-line testing, Client may review sample on-line tests free of charge.

**2. Ordering Testing Materials and Scheduling of Examinations.**

**(a) Test Rental Division:**

(i) To ensure materials are received in time, Client must notify CPS HR at least 10 business days prior to the test date of the total number of candidates in each job classification to be tested. If orders are placed less than 10-business-days prior to the test date, rush shipment charges may apply and timely delivery cannot be guaranteed.

(ii) Client shall rent one test booklet per candidate to be tested. CPS HR shall provide Client with Test Materials including instructions for administering the test, sufficient test booklets and any other material CPS HR deems necessary.

**(b) On-line Testing:**

(i) To ensure Client equipment is functioning and capable of administering on-line testing, Client must request testing from CPS HR at least 10 business days prior to the test date on the first time Client utilizes on-line testing. After Client has successfully used on-line testing, 5 working days notice is normally sufficient for subsequent testing.

(ii) Client recognizes that CPS HR has no control over the functioning of the internet, and any problems with on-line testing due to the failure thereof are not attributable to CPS HR.



**3. After the test date.**

**(a) Test Rental Division:**

- (i) Within 10 business days of the test date, Client shall return to CPS HR all Test Materials including all materials provided by CPS HR for the test administration.
- (ii) Client shall not reuse printed tests on the test date or on any other date but shall return Test Materials to CPS HR, whether or not the test was administered.

**(b) On-line Testing:**

- (i) After the scheduled test date(s), CPS HR will suspend access to the on-line test site.
- (ii) Within 10 business days of the test date, Client shall destroy all CPS HR Test Materials including scratch paper and note paper in a way that make the materials unrecoverable.

**F. Billing, Pricing, and Payment.**

- 1. CPS HR shall bill Client at the billing address provided in Exhibit A, unless notified in writing of a new billing address.
- 2. The bill shall be derived from the most current applicable Rate Sheet (s): Exhibit B for Test Rental, Exhibit C for Special Services, Exhibit D for Online Skills, and Exhibit E for Personality. Client acknowledges and understands that the Test Price List(s) are only effective as of the date shown each of them and are subject to change.
- 3. Client shall be billed for any work done on a canceled or postponed test up to the time CPS HR is notified of such cancellation or postponement. Under certain circumstances, and in CPS HR's sole discretion, credit may be given for work already performed if the test is rescheduled.
- 4. CPS HR may charge Client for lost or compromised tests if Test Materials are not returned according to 3(a) above. Client shall be liable for the actual cost associated with the creation of a substantially similar replacement test up to a maximum of \$15,000.
- 5. Client agrees to and shall pay all invoices within thirty (30) days of receipt of invoice.
- 6. Credits. For each unopened package of stock exams that is returned, a \$35.00 credit will be generated that can be applied towards the current or future test order. Credit has no cash value and will expire 12 months after the issue date.

**G. Candidate Inspections**

**1. Test Materials.**

CANDIDATE INSPECTION OF TEST MATERIALS SHALL **NOT** BE ALLOWED EXCEPT IN CASE OF ANSWER SHEETS AS DESCRIBED BELOW

**2. Answer Sheets.**

- (a) If a candidate files a protest regarding the scoring of his or her test, inspection of a candidate's own answer sheet(s) for the purpose of detecting whether any clerical or other error has been made in the scoring of the answer sheets shall be allowed, upon request by the Client, for a 10-business-day period immediately following the notification to the candidate of test results.
- (b) Candidates are not allowed to review the question booklet during this inspection period.

- (c) Not more than one hour will normally be allowed for answer sheet(s) review. A representative of Client's Personnel or Administrative office shall be present to assure that no changes or marks of any kind are made by the candidate on the answer sheet(s) or keyed answer sheet.

**H. Client Responsibilities.**

- 1. Client shall perform all parts of the testing process which are not performed by CPS HR. Client has the responsibility for assuring that the testing process performed by Client conforms to any applicable laws, rules or ordinances, and for the test as a whole. Under the federal Uniform Guidelines on Employee Selection Procedures, the Client as test user is responsible for local validation efforts (e.g., SME review, job analysis studies) and the results of the selection process, and Client understands and acknowledges that it must be prepared to demonstrate that the process is valid and meets other testing standards if it adversely affects groups protected by fair employment laws.
- 2. Client is responsible for insuring that all persons who handle or have access to Test Materials in any capacity for Client shall do so in compliance with this Agreement, and are trained to handle Test Materials and administer tests before they do so.
- 3. CPS HR retains score reports for 60 days after each test administration date. Test users must maintain the appropriate documentation of score report information for agency record purposes.

**I. Legal Proceedings Involving Test Materials.**

- 1. If Client receives notice of any administrative or court proceeding involving a CPS HR test, or a request for disclosure of Test Materials, such as a subpoena, or a public records or freedom of information request, Client shall notify CPS HR of such request immediately and before a response is due. CPS HR acknowledges that Client is required to meet statutory disclosure requirements relating to the release of public records including related statutory response time requirements.
- 2. Upon CPS HR request, Client shall maintain the confidentiality of the Test Materials pending the grant or denial of a protective order or the decision of a court or administrative body as to whether the requested Test Materials must be disclosed under the applicable public records statute.
- 3. Client shall cooperate with CPS HR in seeking any relief necessary to maintain the confidentiality of the Test Materials.
- 4. CPS HR shall indemnify and hold Client harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorney fees and costs) arising out of or in connection with content of the testing materials.

**J. Term and Termination of Agreement.**

- 1. Term. This Agreement is effective beginning the date it is signed by both parties and continuing for two years thereafter unless earlier terminated by either party as stated below.
- 2. Immediate Termination upon Material Breach. Either party may terminate this Agreement immediately upon any material breach by the other party. For

purposes of this Agreement, but without limiting the meaning of material breach, any breach of the test security provisions, however minor, shall be considered a material breach. Client understands and acknowledges that immediate termination by CPS HR may result in the withholding or recall of Test Materials.

3. **Termination Without Cause.** CPS HR and Client may terminate the Agreement without cause upon thirty days written notice to the other party.
4. **Return of Test Materials.** Upon termination of the Agreement, Client shall immediately return to CPS HR any Test Materials that it possesses.

**K. Miscellaneous.**

1. **Notices.** Any notice to the parties required or permitted under this Agreement shall be given in writing and shall be sent to Client at the address provided for the Principal Signer and to CPS HR at 2450 Del Paso Rd., Ste. 160, Sacramento, CA 95834.
2. **Dispute Resolution; Remedies.**
  - (a) In the event of a dispute, the parties may agree to pursue mediation or either binding or nonbinding arbitration to resolve their dispute, under such rules as the parties may agree.
  - (b) Client acknowledges that breach of this Agreement may result in irreparable harm to CPS HR for which damages would be an inadequate remedy and, therefore, in the event of a breach, in addition to its rights and remedies otherwise available by law, CPS HR shall be entitled to seek equitable relief, including injunction.
3. **Attorneys Fees.** If any legal action or arbitration or other proceeding is brought to enforce or construe

the term of this Agreement or because of an alleged dispute, breach or default in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys fees and other costs incurred in that action, arbitration or proceeding in addition to any other relief to which it may be entitled.

4. **Waiver.** The failure of any party at any time or times to require performance of any provisions of this Agreement shall in no manner affect its right to enforce such provision at a later time. Nor shall the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself. No waiver shall be enforceable unless made in writing and signed by the party granting the waiver.
5. **Entire Agreement; Modifications.** This Agreement constitutes the entire Agreement between the parties regarding the subject matter hereof and supersedes all other Agreements, representations and warranties. All modifications and supplements to this Agreement must be in writing and signed by both parties.
6. **Interpretation; Jurisdiction.** This Agreement shall be interpreted and enforced under the laws of the State of California and jurisdiction shall be in Fresno County, California. The Agreement shall be interpreted in a fair and balanced manner to best preserve its intent, and without bias against the drafter.
7. **Authority to Sign.** The person signing this Agreement on behalf of the Client (the Principal Signer) represents that he or she is the head of the agency or is otherwise duly authorized to sign this Agreement and to bind the Client.

**Principal Signer** By signing below, I represent that the persons(s) listed in Exhibit A and on any attached sheets is/are authorized to handle CPS HR Test Materials on Clients behalf. I affirm that I will handle all CPS HR Test Materials in accordance with the terms of the CPS HR Test Rental Agreement then in effect, and that I will ensure all individuals handling and/or administering tests are properly trained.

**Cooperative Personnel Services dba  
CPS HR Consulting,  
A California Joint Powers Authority**

**Client**

By: \_\_\_\_\_  
Authorized Signature

Name: Amy Bigone

Title: Test Rental Program Manager

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signature (Head of Agency)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit A

**Authorized Representative(s)** *(use an additional page if needed)* By signing as an Authorized Representative, I affirm that I will handle all CPS HR Test Materials in accordance with the terms of the CPS HR Test Rental Agreement then in effect.

Name, Title	Signature
E-mail Address	Phone Number

Name, Title	Signature
E-mail Address	Phone Number

Name, Title	Signature
E-mail Address	Phone Number

Name, Title	Signature
E-mail Address	Phone Number

Name, Title	Signature
E-mail Address	Phone Number

Name, Title	Signature
E-mail Address	Phone Number

## II. Billing Contact

Contact Name and Title		
Agency		
Street Address, City, State, Zip		
E-Mail	Phone Number	Fax Number

## III. Physical Address

Agency / Department Name
Street Address, City, State, Zip

**Exhibit B**  
**CPS HR Test Rental Division Rates**  
**Effective January 2020 - Subject to Change**

	<b>STOCK TESTS*</b>	<b>SEMI-STOCK TESTS</b>	<b>CUSTOM TESTS</b>	<b>AGENCY TESTS</b>
<b>Base Fee (per order) ‡</b>	\$295.00	\$595.00	\$995.00	\$350.00
1-100 Candidates (per candidate)	\$9.00	\$14.00	\$15.00	\$10.00
101-500 Candidates (per candidate)	\$8.50	\$13.00	\$14.00	\$9.50
501+ Candidates (per candidate)	\$8.00	\$12.00	\$13.00	\$9.00
New Item Writing/Entry	N/A	N/A	\$35 per item	N/A
Pick Up/Handling	5%	5%	5%	5%
Standard Shipping/Handling **	10%	10%	10%	10%
Expedited Shipping/Handling **	15%	15%	15%	15%
Shipping outside contiguous U.S.	20%	20%	20%	20%

<b>Entry-Level Law, Entry-Level Fire and Entry-Level Clerical</b>	
Candidate Materials (available online through Candidate Resource Center)	
<b>Online Preparation Manuals</b>	<b>Online Practice Test</b>
\$3.00 if purchased by client \$5.00 if purchased by candidate	\$10.00 if purchased by client \$15.00 if purchased by candidate

\*CPS HR will apply a credit of \$35.00 for each **UNOPENED package of Stock Exams** of test booklets on the current or future **STOCK test order** (see additional terms listed on F.6.).

\*\*Standard shipping applies to orders placed at least 10 business days prior to test date. Expedited shipping applies to orders placed less than 10 business days prior to test date.

‡ Base fee includes the following at no additional charge: Proctor's Manual, Scoring Manual, CPS HR Scoring, CPS HR answer sheets and a scoring report.

<b>Online Testing Option for Written Exams*</b>				
	<b>Stock Tests</b>	<b>Semi-Stock Tests</b>	<b>Agency Tests</b>	<b>Custom Tests</b>
Administrative Set Up Fee (per order)	\$95.00	\$95.00	\$95.00	\$95.00
One Time Exam Set Up Fee	N/A	\$595.00	\$350.00	\$995.00
Per Candidate Fee	\$15.00	\$15.00	\$15.00	\$15.00
Title Change (optional)	\$25.00	N/A	N/A	N/A
Additional Supplement (optional)	\$50.00	N/A	N/A	N/A

\* The one time set-up fee will be applied for the first online administration of a semi-stock, agency or custom test.

\* All exams must be administered in a proctored environment



**Exhibit C**  
**CPS HR Special Services**  
**Effective January 2020 - Subject to Change**

<b>REMOTE PROCTOR SERVICES</b>		
	<b>Agency Price</b>	<b>Candidate Price</b>
Administrative Set Up Fee (per order)		\$75.00
1 hour test (per candidate)	\$22.50	\$25.50
1 – 2 hour test (per candidate)	\$30.00	\$33.00
2 – 3 hour test (per candidate)	\$38.75	\$41.75
Over 3 hour test (per candidate)	\$47.50	\$50.50
Take it Now Premium Scheduling (Additional Fee as applicable per candidate)	\$12.00	\$12.00
Take It Soon Premium Scheduling (Additional Fee as applicable per candidate)	\$8.00	\$8.00

<b>SPECIAL SERVICES</b>	
Cover Change – Stock Exams Only	\$100 base fee (unopened returned books will NOT qualify for a credit)
Re-Scoring/Hand-Scoring of Answer Sheet	\$ 30.00 (Requested directly by Agency)
Review Copies (Hardcopies sent via FedEx)	\$25.00 per order (online review copies are provided at no charge)
Scoring Keys	\$10.00 per Overlay, Key Sheet provided at no additional cost
Spanish Language Proficiency Oral Exam	\$295.00 Base Fee + \$120 per candidate (Professional Scoring Included)
Stock Supplements	\$ 2.00 per book when ordered with a Stock test
Structured Interview Packages	\$595.00 Base Fee + \$15.00 per candidate
Supplemental Orders	\$25 base fee, candidate count fee, and shipping/handling
Writing Proficiency Exam	\$ 350.00 Base Fee + \$ 15.00 per candidate (Professional Scoring included)
Non-specified special Services	CALL FOR DETAILS - Billed at the following rates Consultant Time \$130 an hour Technician Time \$ 75 an hour

## Exhibit D

### CPS HR On-line Skills Test Pricing Schedule Effective January 2020 - Subject to Change

ONLINE SKILLS TEST			
	Single-Subject Test	Two-Subject Test	Each Additional Subject
1 - 25 Candidates (per candidate)	\$20.00	\$30.00	\$6.00
26 - 100 Candidates (per candidate)	\$18.00	\$27.00	\$6.00
101 - 250 Candidates (per candidate)	\$17.00	\$25.50	\$6.00
251 - 1,000 Candidates (per candidate)	\$15.00	\$22.50	\$6.00
1,001+ Candidates (per candidate)	\$12.00	\$18.00	\$6.00

SOFTWARE SKILLS		
Access	Excel	Word
Expert	Expert	Expert
Advanced	Advanced	Advanced
Intermediate	Intermediate	Intermediate
Beginner	Beginner	Beginner
Standard*	Standard*	Standard*
	Excel Simulation**	Word Simulation**
PowerPoint	Outlook	Windows
Expert	Expert	Windows 8
Advanced	Advanced	Windows 7
Intermediate	Intermediate	Windows Vista
Beginner	Beginner	
Standard*	Standard*	
PowerPoint Simulation**	Outlook Simulation**	

\*Standard exam contains items from Advanced, Intermediate and Beginner

\*\* Simulation exam contains items from Expert, Advanced, Intermediate and Beginner

Other Exams		
Basic Computer Knowledge for Windows	SharePoint	Regular Typing Skills
Excel Functions	Email Etiquette	Internet Explorer 8 or 10
Publisher	Web Search Skills	

**Contact us for a full list of available exams**



## Exhibit E

### CPS HR On-line Personality Test Pricing Schedule Effective January 2020 - Subject to Change

PERSONALITY TEST	
Report Option	Price Per Candidate
General Employability Report (if used with stock exam)	\$7.50
General Employability Report (if used without a stock exam)	\$10
Advantage Report	\$15
Express Report	\$50
Potential Report	\$150
Challenge Report	\$150
Values Report	\$150
Leader Basis	\$200
Leadership Forecast (includes Potential, Challenge and Values reports)	\$400
Coaching Report	<i>Free with order of Leadership Forecast Report</i>

#### Test Rental Contact Information:

CPS HR Consulting  
Attn: Test Rental Division  
2450 Del Paso Rd., Ste. 160, Sacramento CA 95834

Telephone: 916.263.1800 / Toll Free 866.867.5272  
Fax: 916.921.6240 / E-mail: [testrental@cpsshr.us](mailto:testrental@cpsshr.us)

# CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
77459	06/04/2021	Void				
77460	06/04/2021	Printed	ARAMARK UNIFORM	UNIFORMS/TOWELS/FIRST AID KITS 5/6-5/13/21		584.54
77461	06/04/2021	Printed	LUIS ARANA	ROPE RESCUE TECH CLASS REIMB.		111.00
77462	06/04/2021	Printed	ARCHIVESOCIAL, INC.	SOCIAL MEDIA ARCHIVE SERVICES		4,788.00
77463	06/04/2021	Printed	HERIBERTO ARELLAN / EDDIE'S LAWN SERVICE	WEED ABATEMENT & BOARD UP 1310 FIG, 2358 KEITH, 2695 ROSE	R	2,300.00
77464	06/04/2021	Printed	AT&T	TELEPHONE -MAY 2021		23.14
77465	06/04/2021	Printed	AT&T	PD FIRE ALARM		1.86
77466	06/04/2021	Printed	AT&T MOBILITY	TELEPHONE -MDT'S 4/12-5/11/21		1,577.90
77467	06/04/2021	Printed	BANNER PEST CONTROL INC	PEST CONTROL -MAY 2021		441.00
77468	06/04/2021	Printed	CHRISTIAN ADRIAN CANO	TRAFFIC COURSE COLLISION INV PER DIEM 9/7-9/11/20 CHECK RE-ISSUE	R	55.00
77469	06/04/2021	Printed	CENTRAL VALLEY LOCK & SAFE INC	REKEY TRAINING CENTER	R	178.11
77470	06/04/2021	Printed	CENTRAL VALLEY TOXICOLOGY INC.	DRUG TESTING 19-8114		215.00
77471	06/04/2021	Printed	CISCO SYSTEMS CAPITAL CRP	LEASE-PHONE SYSTEM/BACKUP 5/15- 6/14/21		3,444.06
77472	06/04/2021	Printed	CHRISTOPHER CISNEROS	ACLS RENEWAL REIMBURSEMENT		125.00
77473	06/04/2021	Printed	CONSOLIDATED IRRIGATION DIST.	COOPERATIVE AGREEMENT 2020		237,103.88
77474	06/04/2021	Printed	CORNERSTONE STRUCTURAL	ENGINEERING SERVICES -LINCOLN PARK VETERANS PLAZA STATUES		700.00
77475	06/04/2021	Printed	CPCA	MEMBERSHIP RENEWAL		440.00
77476	06/04/2021	Printed	DAWSON-MAULDIN LLC	FLORAL AVE PROJECT		19,220.00
77477	06/04/2021	Printed	DEPARTMENT OF JUSTICE	BLOOD ALCOHOL ANALYSIS -APR 21		280.00
77478	06/04/2021	Printed	GAR BENNETT LLC	PVC REPAIR COUPLINGS-LINCOLN PARK		21.89
77479	06/04/2021	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 4/15/21		2,033.26
77480	06/04/2021	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 5/6/21		3,932.91
77481	06/04/2021	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 5/12/21		1,692.39
77482	06/04/2021	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 5/18/21		1,686.60
77483	06/04/2021	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 5/26/21		2,677.96
77484	06/04/2021	Printed	HEALTHEDGE ADMINISTRATORS INC.	ADMINISTRATIVE FEES-JUNE 2021		814.44
77485	06/04/2021	Printed	HENRY SCHEIN INC.	MEDICAL SUPPLIES		1,785.82
77486	06/04/2021	Printed	KINGS INDUSTRIAL OCCUPATION	PRE-EMPLOYMENT PHYSICALS-PD		1,176.00
77487	06/04/2021	Printed	TIM J LAW / LAW & ASSOCIATES	LAW ENFORCEMENT BACKGROUND		1,400.00
77488	06/04/2021	Printed	LEXIPOL LLC	FIRE POLICY ONLINE MANUAL		8,454.00
77489	06/04/2021	Printed	MID VALLEY PUBLISHING, INC.	EMPLOYMENT ADS -SAFETY DISPATCHER		47.50
77490	06/04/2021	Printed	MMJ SOLUTIONS, INC.	WORKPLACE INVESTIGATION 3/22- 5/27/21		7,787.43
77491	06/04/2021	Printed	MONTROY LAW CORPORATION	LEGAL SERVICES -APRIL 2021		3,842.50
77492	06/04/2021	Printed	MUNICIPAL EMERGENCY SERVICES	RAPTOR CARBIDE CHAIN		311.82
77493	06/04/2021	Printed	OFFICE DEPOT, INC.	OFFICE SUPPLIES		635.16
77494	06/04/2021	Printed	MATTHEW PETERS	CLASS A CAPTAINS HAT REIMB.		92.85
77495	06/04/2021	Printed	MATTHEW PETERS	COUNTY CARD RENEWAL REIMB.		48.00
77496	06/04/2021	Printed	PG&E	UTILITIES -MAY 2021		11.27
77497	06/04/2021	Printed	PG&E	UTILITIES -MAY 2021		21,979.52
77498	06/04/2021	Printed	PG&E	UTILITIES -MAY 2021		122.57
77499	06/04/2021	Printed	PG&E	UTILITIES -MAY 2021		15,842.12
77500	06/04/2021	Printed	QUAD KNOPF, INC.	ON-CALL PLANNING SERVICES 4/18- 5/15/21		16,139.40
77501	06/04/2021	Printed	QUINN LIFT	FORKLIFT W/ PLATFORM		88,509.08
77502	06/04/2021	Printed	KRYSTLE RICHMOND	BASIC DISPATCH COURSE PER DIEM 5/10-5/28/21 RE-ISSUE	R	165.00
77503	06/04/2021	Printed	JACQUELINE L. RYLE	FACILITATE CITY COUNCIL GOAL SETTING SESSION		100.00
77504	06/04/2021	Printed	STERICYCLE, INC.	STERI-SAFE OSHA COMPLIANCE		180.75
77505	06/04/2021	Printed	STRYKER SALES CORPORATION	AED PADS		859.34
77506	06/04/2021	Printed	SUN LIFE	EMPLOYEE INSURANCE -MAY 2021		4,165.41
77507	06/04/2021	Printed	SUPERIOR VISION INSURANCE INC	VISION INSURANCE -JUNE 21		4,253.60

## CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
77508	06/04/2021	Printed	T&C SONS CONSTRUCTION	REFUND BUILDING PERMIT 21-0315		207.68
77509	06/04/2021	Printed	TAG-AMS, INC.	EMPLOYEE DRUG TESTING		15.00
77510	06/04/2021	Printed	THE CRISCOM COMPANY	SEWER INFRASTRUCTURE -JUNE 21		4,500.00
77511	06/04/2021	Printed	TYLER TECHNOLOGIES, INC.	ANNUAL MAINTENANCE AGREEMENT		792.21
77512	06/04/2021	Printed	U.S. BANK CORPORATE PMT SYSTEM	CALCARD CHARGES 4/23-5/24/21	PARTIAL R	77,631.83
77513	06/04/2021	Printed	VANIR CONSTRUCTION	PROFESSIONAL SERVICES -APR 21 ROCKWELL POND		3,480.00
77514	06/04/2021	Printed	CHRISTOPHER VELAZQUEZ	SELMA ORIGINALS FILM FESTIVAL FIRST PLACE WINNER		300.00
77515	06/04/2021	Printed	VERIZON WIRELESS	AIRCARDS 4/19/21-5/18/21		816.19
77516	06/04/2021	Printed	VINCENT COMMUNICATIONS INC	RADIO REPAIRS		165.70
<b>TOTAL</b>						<b>550,265.69</b>

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

# US BANK INVOICE FOR CALCARD CHARGES: 4/23/21-5/24/21

TRANSACTION					
EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
CALEB GARCIA	4/22/2021	CHEVRON, FRESNO CA	FUEL-ACT	269-2100-600.257.000	64.49
CALEB GARCIA	4/26/2021	CHEVRON, SELMA CA	FUEL-ACT	269-2100-600.257.000	40.00
CALEB GARCIA	4/26/2021	ME N EDS, SELMA CA	FOOD-SEPD	100-2100-600.250.000	19.48
CALEB GARCIA	4/28/2021	STOP N SHOP 2, FRESNO CA	FUEL-ACT	269-2100-600.257.000	65.35
CALEB GARCIA	4/30/2021	METRO SHOP N GAS, FRESNO CA	FUEL-ACT	269-2100-600.257.000	68.29
CALEB GARCIA	5/6/2021	METRO SHOP N GAS, FRESNO CA	FUEL-ACT	100-2200-600.257.000	73.55
CALEB GARCIA	5/12/2021	FAST TRIP, FRESNO CA	FUEL-ACT	269-2100-600.257.000	64.33
CALEB GARCIA	5/18/2021	SPEEDWAY, FRESNO CA	FUEL-ACT	269-2100-600.257.000	50.00
CALEB GARCIA	5/20/2021	JOHNNY QUIK, FOWLER CA	FUEL-ACT	269-2100-600.257.000	50.00
CASSY FAIN	5/8/2021	CALIFORNIA POA	LSP SUPERVISOR FEES	100-2200-600.900.000	458.33
CASSY FAIN	5/10/2021	CALIFORNIA POA	LSP SUPERVISOR FEES	100-2200-600.900.000	41.67
CASSY FAIN	5/11/2021	CALIFORNIA POA	LSP SUPERVISOR FEES	100-2200-600.900.000	41.67
CHRISTINA ARIAS	5/4/2021	SAVEMART	FIRE DEPT INTERVIEW SNACKS	100-1400-610.920.000	36.13
CITY OF SELMA FIRE QRT MST	4/27/2021	MYSTERY RANCH	FIRELINE PACK	100-2525-600.476.000	559.34
CITY OF SELMA FIRE QRT MST	5/4/2021	THE UPS STORE	SHIP GEAR	100-2525-600.476.000	14.55
CITY OF SELMA FIRE QRT MST	5/19/2021	HOME DEPOT	BOLT CUTTERS FOR E110 E311	100-2525-600.375.000	75.83
CITY OF SELMA FIRE QRT MST	5/20/2021	THE FIRE STORE	HELMET SHIELDS / FLASHLIGHTS	100-2525-600.476.000	271.08
CITY OF SELMA FIRE QRT MST	5/20/2021	NELSONS ACE HARDWARE	LAWN MOWER CHAIN SAW	100-2525-600.375.000	541.49
CITY OF SELMA SNG RES 3	4/23/2021	ACE HARDWARE	KEYS	100-2550-600.250.000	7.79
CITY OF SELMA STATION 1	4/30/2021	HOME DEPOT	PROPANE TANK	100-2525-600.250.000	49.79
CITY OF SELMA STATION 1	5/5/2021	NELSONS ACE HARDWARE	FUEL LINE EXTRACTOR	100-2525-600.250.000	4.33
CITY OF SELMA STATION 1	5/5/2021	NELSONS ACE HARDWARE	POLY TUB EXTRACTOR	100-2525-600.250.000	3.15
CITY OF SELMA STATION 1	5/9/2021	WALMART	CLEANING SUPPLIES	100-2525-600.250.000	67.37
CITY OF SELMA STATION 1	5/12/2021	NELSONS ACE HARDWARE	DOOR STOPPER ST 1	100-2525-600.250.000	9.32
CITY OF SELMA STATION 1	5/16/2021	AUTOZONE	SILICONE SEALANT	100-2525-600.250.000	6.82
CITY OF SELMA STATION 1	5/19/2021	HOME DEPOT	MAILBOX ST 1 HOOK	100-2525-600.250.000	36.47
CITY OF SELMA STATION 1	5/21/2021	HOME DEPOT	FUEL MIX & SPRINKLER	100-2525-600.250.000	27.22
CITY OF SELMA STATION 2	4/27/2021	FOOD 4 LESS	GATORADE & WATER	100-2500-600.250.000	129.24
CITY OF SELMA STATION 2	4/27/2021	MIRROR FINISH POLISHES	TOWELS	100-2500-600.250.000	130.17
CITY OF SELMA STATION 2	5/7/2021	WALMART	STATION SUPPLIES	100-2525-600.250.000	111.04
CITY OF SELMA STATION 2	5/10/2021	WALMART	STATION SUPPLIES	100-2525-600.250.000	54.33
CITY OF SELMA STATION 2	5/12/2021	ORIELLY AUTO PARTS	WAX & SUPPLIES	100-2500-600.250.000	36.84
DEBBIE GOMEZ	4/23/2021	AMAZON	PELICAN FOAM REPLACEMENTS	100-2200-600.250.000	82.44
DEBBIE GOMEZ	4/27/2021	USPS SELMA	TO ATF WALNUT CREEK (NIBIN ENTRIES)	100-2100-600.250.000	8.55
DEBBIE GOMEZ	4/28/2021	AMAZON	PLUG IN ODOR ELIMINATOR	100-2100-600.250.000	13.33
DEBBIE GOMEZ	4/28/2021	AMAZON	GLOVE DISP, COMMAND STRIPS, RIFLE RACK RESTS	100-2100-600.250.000	310.35
DEBBIE GOMEZ	4/29/2021	AMAZON	MULTI OUTLET PLUG, SAMSUNG CASE, USB CABLES	100-2100-600.250.000	80.28
DEBBIE GOMEZ	5/5/2021	AMAZON	MULTI CABLE CORD CONNECT, REPLACE FRAME	100-2200-600.250.000	45.69
DEBBIE GOMEZ	5/12/2021	AMAZON	CREDIT FOR USB CABLES (WRONG SIZE)	100-2100-600.250.000	(20.60)
DEBBIE GOMEZ	5/12/2021	METRO UNIFORM	VEST, FLASHLIGHT HOLDER, RADIO HOLDER	100-2200-600.250.000	219.95
DEBBIE GOMEZ	5/12/2021	GALLS	DUTY BELTS AND INNER BELT	100-2200-600-250.000	109.60
DEBBIE GOMEZ	5/13/2021	AMAZON	ELECTRIC STAPLER, PHONE MESSAGE BOOK	100-2100-600.250.000	56.96
DEBBIE GOMEZ	5/13/2021	CENTRAL FLOOR SUPPLY	CARPET MATERIALS FOR EVIDENCE ROOM	806-0000-223.400.000	1,326.00
DEBBIE GOMEZ	5/13/2021	ULINE	CHAIR MAT, BINS, DIVIDERS, LABEL HOLDERS	806-0000-223.400.000	347.03
DEBBIE GOMEZ	5/14/2021	METRO UNIFORM	CREDIT FOR POUCH AND HOLDER	100-2200-600.250.000	(25.81)

# US BANK INVOICE FOR CALCARD CHARGES: 4/23/21-5/24/21

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
DEBBIE GOMEZ	5/19/2021	ULINE	CREDIT FOR LOST SHIPMENT DATED 05/13	806-0000-223.400.000	(347.04)
DEBBIE GOMEZ	5/19/2021	ULINE	ORDER TO REPLACE THE ONE LOST BY CARRIER	806-0000-223.400.000	347.04
DEBBIE GOMEZ	5/21/2021	TRITECH FORENSICS	FARADAY, GSR KITS, RIFLE BOXES	100-2200-600-250.000	467.17
EMS DIVISION I	4/29/2021	ARCO	FUEL	701-9200-600.257.000	66.14
EMS DIVISION I	5/17/2021	CIRCLE K	FUEL	701-9200-600.257.000	47.39
EMS DIVISION I	5/18/2021	CIRCLE K	FUEL	701-9200-600.257.000	64.06
FABIAN URESTI	4/24/2021	AMAZON	AMB EQUIPMENT	600-2600-600.375.000	219.65
FABIAN URESTI	4/29/2021	ACE HARDWARE	KEYS -FUEL	100-2500-600.250.000	9.73
FABIAN URESTI	5/11/2021	ACE HARDWARE	KEYS -TRAINING	100-2500-600.250.000	5.84
FABIAN URESTI	5/22/2021	AMAZON	CPS FOR E110	100-2500-600.250.000	19.51
FINANCE DEPT	4/29/2021	HOME DEPOT	CVTC SUPPLIES	274-1600-600.305.000	930.62
FINANCE DEPT	5/11/2021	FRESNO OXYGEN	CVTC SUPPLIES	274-1600-600.250.000	619.99
GEORGE SIPIN	4/21/2021	NAPA AUTO PARTS	FITTINGS - STOCK	603-5500-600.256.000	122.10
GEORGE SIPIN	4/21/2021	NAPA AUTO PARTS	BRAKE MAXI PACKS - TOCK	603-5500-600.256.000	323.83
GEORGE SIPIN	4/21/2021	MICHAEL AUTOMOTIVE CENTER	REMAN GEAR ASSY - STOCK	603-5500-600.256.000	713.15
GEORGE SIPIN	4/22/2021	A&1 AUTO ELECTRIC	REPAIRED FUEL LINES - RT #132	603-5500-600.400.000	943.33
GEORGE SIPIN	4/22/2021	AMAZON	SECURITY CAMERAS FOR ARBOCS-STK	603-5500-600.250.000	300.98
GEORGE SIPIN	4/22/2021	NAPA AUTO PARTS	REAR CALIPERS - STOCK	603-5500-600.256.000	18.53
GEORGE SIPIN	4/22/2021	MICHAEL AUTOMOTIVE CENTER	CONTROL - STOCK	603-5500-600.256.000	189.72
GEORGE SIPIN	4/22/2021	MICHAEL AUTOMOTIVE CENTER	CONTROL - STOCK	603-5500-600.256.000	189.72
GEORGE SIPIN	4/23/2021	ROMITA AUTO SERVICE	DRIVABILITY ISSUE - RT #149	603-5500-600.400.000	613.35
GEORGE SIPIN	4/23/2021	NAPA AUTO PARTS	DUST CAPS - STOCK	603-5500-600.256.000	5.23
GEORGE SIPIN	4/23/2021	O'REILLY AUTO PARTS	BRAKE CLEANER/MOLDING TAPE-STOCK	603-5500-600.250.000	32.98
GEORGE SIPIN	4/23/2021	LES SCHWAB TIRES	RESTOCK TIRES	603-5500-600.256.000	405.41
GEORGE SIPIN	4/23/2021	ARMANDO'S SMOG	SMOG -RT #146	603-5500-600.400.000	80.00
GEORGE SIPIN	4/23/2021	A R TRANSMISSION	SERVICE TRANSMISSION - RT #147	603-5500-600.400.000	1,499.06
GEORGE SIPIN	4/23/2021	A R TRANSMISSION	SERVICE TRANSMISSION - RT #147	603-5500-600.400.000	1,499.06
GEORGE SIPIN	4/23/2021	A R TRANSMISSION	SERVICE TRANSMISSION - RT #147	603-5500-600.400.000	1,499.06
GEORGE SIPIN	4/24/2021	AMAZON	USB CHARGES FOR TABLETS	603-5500-600.250.000	328.97
GEORGE SIPIN	4/25/2021	AMAZON	WATER DISPENSER	603-5500-600.250.000	334.16
GEORGE SIPIN	4/26/2021	NAPA AUTO PARTS	SWIVEL ELBOWS - STOCK	603-5500-600.256.000	162.20
GEORGE SIPIN	4/27/2021	NAPA AUTO PARTS	BULBS/LAMPS - STOCK	603-5500-600.256.000	51.74
GEORGE SIPIN	4/28/2021	O'REILLY AUTO PARTS	MINI BULBS - STOCK	603-5500-600.256.000	3.88
GEORGE SIPIN	4/28/2021	LES SCHWAB TIRES	RESTOCK TIRES	603-5500-600.256.000	604.34
GEORGE SIPIN	4/29/2021	AMAZON	RETURN-WATER DISPENSER	603-5500-600.250.000	-247.72
GEORGE SIPIN	4/29/2021	A-1 AUTO ELECTRIC	REPLACED CONNECTORS - RT #140	603-5500-600.400.000	239.24
GEORGE SIPIN	4/29/2021	FLEET PRIDE	TENSIONER ASSEMBLY'S - STOCK	603-5500-600.256.000	401.18
GEORGE SIPIN	4/29/2021	CUMMINS SALES & SERVICE	TENSIONER BELTS - STOCK	603-5500-600.256.000	248.75
GEORGE SIPIN	4/29/2021	NAPA AUTO PARTS	FREEZE PLUGS - STOCK	603-5500-600.256.000	142.05
GEORGE SIPIN	4/30/2021	NAPA AUTO PARTS	CORE DEPOSIT	603-5500-600.256.000	-20.50
GEORGE SIPIN	4/30/2021	NAPA AUTO PARTS	FREEZE PLUGS - STOCK	603-5500-600.256.000	7.96
GEORGE SIPIN	4/30/2021	FLEET PRIDE	CONTITECH AIR SPRINGS -STOCK	603-5500-600.256.000	1,138.99
GEORGE SIPIN	4/30/2021	FLEET PRIDE	AD-9 AIR DRYERS/CORE-STOCK	603-5500-600.256.000	1,132.26
GEORGE SIPIN	5/1/2021	NAPA AUTO PARTS	CORE DEPOSIT	603-5500-600.256.000	-20.50
GEORGE SIPIN	5/3/2021	JORGENSEN COMPANY	SERVICE FIRE EXTINGUISHERS	603-5500-600.400.000	315.19
GEORGE SIPIN	5/4/2021	TNT TOWING LLC	TOW RT#191 COALINGA TO SELMA	603-5500-600.400.000	712.50

# US BANK INVOICE FOR CALCARD CHARGES: 4/23/21-5/24/21

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
GEORGE SIPIN	5/4/2021	TNT TOWING LLC	TOW RT#125 ORANGE COVE TO SELMA	603-5500-600.400.000	510.00
GEORGE SIPIN	5/5/2021	A R TRANSMISSION	SERVICE BRAKE GRADE - RT #182	603-5500-600.400.000	70.00
GEORGE SIPIN	5/6/2021	O'REILLY AUTO PARTS	COP COIL/AIR FILTERS - STOCKS	603-5500-600.256.000	99.93
GEORGE SIPIN	5/7/2021	LES SCHWAB TIRES	RESTOCK TIRES	603-5500-600.256.000	913.86
GEORGE SIPIN	5/7/2021	ARMANDO'S SMOG	SMOG - RT#161	603-5500-600.400.000	80.00
GEORGE SIPIN	5/10/2021	O'REILLY AUTO PARTS	ENGINE TREAT/WIPERS - STOCK	603-5500-600.256.000	32.24
GEORGE SIPIN	5/10/2021	LES SCHWAB TIRES	TIRES - RT #184	603-5500-600.256.000	303.99
GEORGE SIPIN	5/10/2021	LES SCHWAB TIRES	TIRES - RT #129	603-5500-600.256.000	2,056.73
GEORGE SIPIN	5/10/2021	FRONTIER FASTENER	NUTS, SCREWS, FASTENERS - STOCK	603-5500-600.256.000	59.39
GEORGE SIPIN	5/11/2021	A-1 AUTO ELECTRIC	REGULATOR - RT #42	603-5500-600.256.000	712.64
GEORGE SIPIN	5/11/2021	TNT TOWING LLC	TOW RT#194-FIREBAUGH TO SELMA	603-5500-600.400.000	525.00
GEORGE SIPIN	5/11/2021	ARMANDO'S SMOG	SMOG - RT #166	603-5500-600.400.000	80.00
GEORGE SIPIN	5/12/2021	LES SCHWAB TIRES	RESTOCK TIRES	603-5500-600.256.000	2,510.66
GEORGE SIPIN	5/13/2021	LES SCHWAB TIRES	RESTOCK TIRES	603-5500-600.256.000	1,237.42
GEORGE SIPIN	5/13/2021	LES SCHWAB TIRES	4 WHEEL ALIGNMENT - RT #149	603-5500-600.400.000	85.00
GEORGE SIPIN	5/13/2021	NAPA AUTO PARTS	RELAY/RAD CAP - STOCK	603-5500-600.256.000	34.50
GEORGE SIPIN	5/14/2021	NAPA AUTO PARTS	RAD CAPS/RELAYS - STOCK	603-5500-600.256.000	166.63
GEORGE SIPIN	5/14/2021	ARMANDO'S SMOG	SMOG - RT #182	603-5500-600.400.000	80.00
GEORGE SIPIN	5/17/2021	LES SCHWAB TIRES	ALIGNMENT - RT #178	603-5500-600.400.000	85.00
GEORGE SIPIN	5/17/2021	ARMANDO'S SMOG	SMOG -RT#147	603-5500-600.400.000	80.00
GEORGE SIPIN	5/18/2021	CUMMINS SALES & SERVICE	REPAIR OIL LEAK - RT#191	603-5500-600.400.000	2,239.93
GEORGE SIPIN	5/18/2021	NAPA AUTO PARTS	BLUETOOTH HEAD UNIT - RT #179	603-5500-600.256.000	97.62
GEORGE SIPIN	5/18/2021	CREATIVE BUS SALES	SWITCH TOGGLES	603-5500-600.256.000	217.21
GEORGE SIPIN	5/18/2021	MICHAEL AUTOMOTIVE CENTER	ABS MODULAR VALVE - STOCK	603-5500-600.256.000	1,126.23
GEORGE SIPIN	5/19/2021	ROMITA AUTO SERVICE	REPAIR IGNITION - RT #155	603-5500-600.400.000	1,044.00
GEORGE SIPIN	5/19/2021	LES SCHWAB TIRES	RESTOCK TIRES	603-5500-600.256.000	1,175.45
GEORGE SIPIN	5/19/2021	MONSTER ELECTRIC	FUSES FOR ZENITH BUSES-STOCK	603-5500-600.256.000	9.62
GEORGE SIPIN	5/19/2021	MONSTER ELECTRIC	FUSES FOR ZENITH BUSES-STOCK	603-5500-600.256.000	44.85
GEORGE SIPIN	5/20/2021	O'REILLY AUTO PARTS	AIR/OIL/FUEL FILTERS -STOCK	603-5500-600.256.000	369.08
GEORGE SIPIN	5/20/2021	ARMANDO'S SMOG	SMOG - RT #180	603-5500-600.400.000	80.00
GEORGE SIPIN	5/20/2021	ARMANDO'S SMOG	SMOG - RT #145	603-5500-600.400.000	60.00
GEORGE SIPIN	5/21/2021	NAPA AUTO PARTS	DISC PADS - STOCK	603-5500-600.256.000	230.81
GEORGE SIPIN	5/21/2021	NAPA AUTO PARTS	GEAR OIL - STOCK	603-5500-600.250.000	336.26
JOHNNIE CERDA	4/22/2021	THE HOME DEPOT	LOCKS	100-2200-600.250.000	(48.86)
JOHNNIE CERDA	4/23/2021	AUTOZONE	RECHARGEABLE BATTERY CHARGER FOR UNITS	100-2200-620.100.000	146.43
JOHNNIE CERDA	5/1/2021	EASYKEY	CABINET KEYS	100-2200-600.250.000	28.48
JOHNNIE CERDA	5/3/2021	OFFICE MAX	DIGITAL VOICE RECORDER FOR SGT CERDA	100-2200-600.250.000	43.18
JOSEPH GOMEZ	4/23/2021	CLIFFS RESORT PISMO BEACH CA	HOTEL LODGING	100-2300-610.920.000	941.00
JUSTIN HOLT	5/3/2021	GALLS	BALLISTIC HELMETS	100-2200-600.250.000	4,881.21
KELLI TELLEZ	4/27/2021	LEGION SAFETY	REVOLVING ACCT -RIVAS	100-0000-123.010.000	716.85
KELLI TELLEZ	5/15/2021	AMAZON	INK FOR PRINTER	100-1600-600.100.000	111.61
MIKAL KIRCHNER	4/23/2021	NELSONS ACE HARDWARE	UPDATED KEY LOCKS. SHAFER & SPRAY PARK	100-4700-600.250.000	49.63
MIKAL KIRCHNER	4/23/2021	FIRST STRING SPORTS	SHAFER BALLFIELD HOME PLATE/TBALL BALLS	100-4700-600.250.000	465.22
MIKAL KIRCHNER	5/4/2021	UNIQUELY YOURS	TBALL UNIFORMS	100-4700-600.400.000	1,940.00
MIKAL KIRCHNER	5/11/2021	ANTHEM SPORT	DOUBLE SAFETY FIRST BASE BALLFIELDS	100-4700-600.250.000	130.76
MIKAL KIRCHNER	5/12/2021	CLEAR IMAGE POOLS	CHLORINE AND ACID SPRAY PARK	100-4100-600.400.000	102.25



# US BANK INVOICE FOR CALCARD CHARGES: 4/23/21-5/24/21

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
MIKAL KIRCHNER	5/18/2021	THE HOME DEPOT	BALLFIELD PREP EQUIPMENT/SUPPLIES	100-4700-600.250.000	59.22
MIKAL KIRCHNER	5/19/2021	NELSONS ACE HARDWARE	PARK GATE KEY	100-4700-600.250.000	6.49
NESTOR GALVAN	4/22/2021	LES SCHWAB TIRES	NEW TIRE-UNIT #190	701-9200-600.255.000	198.18
NESTOR GALVAN	4/22/2021	NELSON'S POWER CENTER	EXMARK BLADES-STOCK	701-9200-600.256.000	296.00
NESTOR GALVAN	4/22/2021	SELMA COLLISION CENTER	REPLACE FRONT FENDER-UNIT #183	701-9200-600.457.000	356.37
NESTOR GALVAN	4/23/2021	HOME DEPOT	AIRLESS HOSE/GUN FILTER-UNIT #806	701-9200-600.256.000	66.65
NESTOR GALVAN	4/26/2021	NELSON'S POWER CENTER	WEED EATER HEADS-STOCK	701-9200-600.256.000	129.03
NESTOR GALVAN	4/27/2021	O'REILLY AUTO PARTS	BRAKE CLEANER - STOCK	701-9200-600.254.000	25.90
NESTOR GALVAN	4/27/2021	O'REILLY AUTO PARTS	SOLENOID - UNIT #197	701-9200-600.256.000	69.40
NESTOR GALVAN	4/27/2021	LES SCHWAB TIRES	NEW TIRES - UNIT #197	701-9200-600.255.000	528.36
NESTOR GALVAN	4/27/2021	NELSON'S POWER CENTER	GEAR HEAD- UNIT#4218	701-9200-600.256.000	189.01
NESTOR GALVAN	4/27/2021	NAPA AUTO PARTS	SOLENOIDS-STOCK	701-9200-600.256.000	118.93
NESTOR GALVAN	4/28/2021	NELSON'S POWER CENTER	REPLACE CLUTCH -UNIT #3204	701-9200-600.375.000	568.90
NESTOR GALVAN	4/28/2021	NAPA AUTO PARTS	FUEL PUMP FILTER - UNIT #2116	701-9200-600.256.000	19.34
NESTOR GALVAN	4/28/2021	HOME DEPOT	AIRLESS HOSE - UNIT #806	701-9200-600.256.000	58.54
NESTOR GALVAN	4/28/2021	HOME DEPOT	CLOSE HEX NIPPLE BRASS-UNIT #806	701-9200-600.256.000	8.91
NESTOR GALVAN	4/29/2021	LES SCHWAB TIRES	TIRES/ALIGNMENT- UNIT #196	701-9200-600.255.000	583.72
NESTOR GALVAN	4/29/2021	NELSON'S POWER CENTER	COUPLER/CONNECTORS - UNIT #806	701-9200-600.256.000	20.15
NESTOR GALVAN	4/29/2021	NAPA AUTO PARTS	APRIL TRACS BILLING	701-9200-600.400.000	169.00
NESTOR GALVAN	4/30/2021	LES SCHWAB TIRES	NEW TIRES - UNIT #198	701-9200-600.255.000	396.37
NESTOR GALVAN	5/3/2021	O'REILLY AUTO PARTS	BLOWER RESISTOR - UNIT #719	701-9200-600.256.000	81.35
NESTOR GALVAN	5/3/2021	O'REILLY AUTO PARTS	BLOWER MOTOR - UNIT #719	701-9200-600.256.000	95.30
NESTOR GALVAN	5/3/2021	NELSON'S POWER CENTER	PULLEY IDLER/BELT - UNIT #3206	701-9200-600.256.000	223.68
NESTOR GALVAN	5/3/2021	NELSON'S POWER CENTER	ADD NEW CHAINS - UNIT #4411	701-9200-600.375.000	21.22
NESTOR GALVAN	5/4/2021	O'REILLY AUTO PARTS	GASKET - UNIT #717	701-9200-600.256.000	25.43
NESTOR GALVAN	5/4/2021	NELSON'S POWER CENTER	DRIVE TUBE ASSY - UNIT #4218	701-9200-600.256.000	296.00
NESTOR GALVAN	5/4/2021	NELSON'S POWER CENTER	HEDGE TRIMMER BLADE CLEANER	701-9200-600.254.000	97.71
NESTOR GALVAN	5/5/2021	NELSON'S POWER CENTER	FLUIDS FOR CHAINSAWS	701-9200-600.254.000	62.69
NESTOR GALVAN	5/5/2021	ISAAC'S AUTOMOTIVE REPAIR	REPAIRED INTAKE LEAKS - UNIT #313	701-9200-600.457.000	1,583.57
NESTOR GALVAN	5/6/2021	O'REILLY AUTO PARTS	GREASE	701-9200-600.254.000	21.67
NESTOR GALVAN	5/6/2021	MIRROR FINISH POLISHES	AUTO DETAILING SUPPLIES	701-9200-600.250.000	49.90
NESTOR GALVAN	5/6/2021	NELSON'S POWER CENTER	EXMARK BLADES	701-9200-600.256.000	351.13
NESTOR GALVAN	5/10/2021	LES SCHWAB TIRES	NEW TIRES/ALIGNMENT-UNIT #184	701-9200-600.255.000	1,468.07
NESTOR GALVAN	5/10/2021	FAST UNDERCAR	ROTORS/PADS - UNIT #198	701-9200-600.256.000	652.91
NESTOR GALVAN	5/10/2021	ISAAC'S AUTOMOTIVE REPAIR	REPLACED ALTERNATOR/BATTERY-UNIT #721	701-9200-600.457.000	1,365.23
NESTOR GALVAN	5/11/2021	O'REILLY AUTO PARTS	TRANSMISSION FLUID - UNIT #1318	210-5400-600.250.000	84.48
NESTOR GALVAN	5/11/2021	CAMACHO TIRES	NEW TIRE/BALANCE - UNIT #805	701-9200-600.255.000	205.00
NESTOR GALVAN	5/12/2021	NAPA AUTO PARTS	FUEL FILTER - UNIT #1318	210-5400-600.250.000	309.99
NESTOR GALVAN	5/13/2021	O'REILLY AUTO PARTS	OIL PAN SET/FILTER, GASKET-UNIT #717	701-9200-600.256.000	60.06
NESTOR GALVAN	5/13/2021	O'REILLY AUTO PARTS	MIRROR - UNIT #195	701-9200-600.256.000	327.58
NESTOR GALVAN	5/13/2021	ROADLINE PRODUCTS INC	HOSE REEL/PRESSURE HOSE- UNIT #806	701-9200-600.256.000	1,842.39
NESTOR GALVAN	5/13/2021	ROADLINE PRODUCTS INC	GASKET/AIRLESS & PRESSURE HOSE-UNIT #806	701-9200-600.256.000	281.29
NESTOR GALVAN	5/13/2021	COOK'S COMMUNICATIONS	REPAIRED/REPLACED DAMAGED WIRING-UNIT #1000	701-9200-600.256.000	391.00
NESTOR GALVAN	5/17/2021	O'REILLY AUTO PARTS	REAR MAIN SEAL KIT - UNIT #717	701-9200-600.256.000	24.88
NESTOR GALVAN	5/18/2021	TIFCO INDUSTRIES	WASHERS/NUTS/GLASSES-STOCK	701-9200-600.250.000	399.78
NESTOR GALVAN	5/18/2021	O'REILLY AUTO PARTS	SENSOR/HARNESS/MANIFOLD-UNIT #717	701-9200-600.256.000	197.89

# US BANK INVOICE FOR CALCARD CHARGES: 4/23/21-5/24/21

TRANSACTION	EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
	NESTOR GALVAN	5/18/2021	O'REILLY AUTO PARTS	BATTERY - UNIT #8561	701-9200-600.256.000	199.77
	NESTOR GALVAN	5/18/2021	DITCH WITCH	INSTALLED NEW FUEL HOSE-UNIT #1316	701-9200-600.256.000	263.76
	NESTOR GALVAN	5/19/2021	O'REILLY AUTO PARTS	PLUG/AIR FILTER - UNIT #727	701-9200-600.256.000	91.93
	NESTOR GALVAN	5/19/2021	O'REILLY AUTO PARTS	FLOOR DRY - UNIT #727	701-9200-600.250.000	15.18
	NESTOR GALVAN	5/19/2021	4 WHEEL PARTS	DUTY ONBOARD AIR SYSTEM-UNIT #8511	701-9200-600.256.000	431.85
	NESTOR GALVAN	5/20/2021	O'REILLY AUTO PARTS	PCV VALVE - UNIT #727	701-9200-600.256.000	2.59
	NESTOR GALVAN	5/20/2021	NAPA AUTO PARTS	WINDOW SWITCH (CRDT)	701-9200-600.256.000	-86.17
	NESTOR GALVAN	5/20/2021	NAPA AUTO PARTS	DISTRIBUTOR CAP - UNIT #725	701-9200-600.256.000	23.44
	NESTOR GALVAN	5/20/2021	NAPA AUTO PARTS	DISTRIBUTOR CAP - UNIT #725	701-9200-600.256.000	31.38
	NICOLETTE ANDERSEN	4/22/2021	WALMART	CKP- CDS FOR REHEARSAL TRACKS	100-4300-600.250.000	17.19
	NICOLETTE ANDERSEN	4/22/2021	SIGN UP GENIUS	AUDITION FORM SUBSCRIPTION	605-4300-600.400.000	24.99
	NICOLETTE ANDERSEN	4/22/2021	AMAZON	REPLACEMENT PART FOR CANDLE PROP	605-4300-600.250.000	21.68
	NICOLETTE ANDERSEN	4/23/2021	MUSICAL THEATER INTERNATIONAL	CKP - EXTRA SHREK JR. SCRIPTS	100-4300-600.250.000	136.95
	NICOLETTE ANDERSEN	4/26/2021	NELSON ACE HARDWARE	BATTERIES FOR HAND SANITIZER DESP	100-4300-600.250.000	10.84
	NICOLETTE ANDERSEN	4/26/2021	THE HOME DEPOT	CLEANING SUPPLIES AND SANITIZER GEL	100-4300-600.250.000	43.92
	NICOLETTE ANDERSEN	5/2/2021	AMAZON	CKP SHREK JR CRAFT SUPPLIES	100-4300-600.250.000	51.39
	NICOLETTE ANDERSEN	5/4/2021	AMAZON	CKP SHREK JR CRAFT SUPPLIES	100-4300-600.250.000	43.38
	NICOLETTE ANDERSEN	5/10/2021	AMAZON PRIME	MONTHLY PRIME MEMBERSHIP	605-4300-600.400.000	14.09
	NICOLETTE ANDERSEN	5/20/2021	WHOLESALE HALLOWEEN COSTU	CKP- SHREK JR. COSTUMES	100-4300-600.250.000	26.64
	NICOLETTE ANDERSEN	5/20/2021	WALMART	CKP - SHREK JR. COSTUMES	100-4300-600.250.000	72.31
	NICOLETTE ANDERSEN	5/20/2021	AMAZON	CKP - SHREK JR. COSTUMES	100-4300-600.250.000	20.45
	NICOLETTE ANDERSEN	5/20/2021	AMAZON	CKP- SHREK JR. COSTUMES	100-4300-600.250.000	7.58
	NICOLETTE ANDERSEN	5/20/2021	WALMART	CKP - SHREK JR. COSTUMES	100-4300-600.250.000	44.94
	NICOLETTE ANDERSEN	5/21/2021	KOHL'S	CKP- SHREK JR. COSTUMES VESTS	100-4300-600.250.000	87.05
	NICOLETTE ANDERSEN	5/22/2021	SIGN UP GENIUS	AUDITION FORM SUBSCRIPTION	605-4300-600.400.000	24.99
	NICOLETTE ANDERSEN	5/23/2021	AMAZON	CKP- SHREK JR. COSTUMES	100-4300-600.250.000	232.92
	NICOLETTE ANDERSEN	5/23/2021	AMAZON	CKP- SHREK JR COSTUMES	100-4300-600.250.000	28.18
	POLICE DEPT NO 1	4/22/2021	PETCO	K9 DOG FOOD	100-2200-600.250.000	71.65
	POLICE DEPT NO 1	5/9/2021	PETCO	K9 DOG FOOD AND MEDS	100-2200-600.250.000	83.12
	POLICE DEPT NO 1	5/10/2021	PETSMART	K9 DOG FOOD	100-2200-600.250.000	61.53
	POLICE DEPT NO 2	4/27/2021	EXXON MOBILE GAS	FUEL	701-9200-600.257.000	31.93
	POLICE DEPT NO 2	4/30/2021	B&C RETAIL	FUEL	701-9200-600.257.000	50.01
	POLICE DEPT NO 2	4/30/2021	HOLIDAY INN & EXPRESS	LODGING FOR TRAINING	100-2200-610.910.000	724.64
	POLICE DEPT NO 2	4/30/2021	HOLIDAY INN & EXPRESS	LODGING FOR TRAINING	100-2200-610.910.000	724.64
	POLICE DEPT NO 2	4/30/2021	HOLIDAY INN & EXPRESS	LODGING FOR TRAINING	100-2200-610.910.000	724.64
	RECREATION DEPT	4/27/2021	WALMART	CLIPBOARDS & PENS FOR T-BALL COACHES	100-4700-600.250.000	78.04
	RECREATION DEPT	5/4/2021	WALMART	LYSOL SPRAY FOR T-BALL -COVID 19	100-4700-600.250.000	32.37
	RECREATION DEPT	5/8/2021	BURLINGTON'S	WALL ART FOR SR. CENTER	805-0000-226.200.000	21.57
	RECREATION DEPT	5/12/2021	ACE HARDWARE	BUG SPRAY/KEYS/PAD LOCK FOR SPRAY PARK-COVID 19	100-4700-600.250.000	23.96
	RECREATION DEPT	5/12/2021	ACE HARDWARE	BRASS HOSE CONNECTION FOR SPRAY PARK	100-4700-600.250.000	6.82
	RECREATION DEPT	5/13/2021	SMART AND FINAL	CONCESSION SNACKS FOR T-BALL	805-0000-226.200.000	174.52
	RECREATION DEPT	5/15/2021	AMAZON	CHILD FACE MASKS FOR T-BALL -COVID 19	100-4700-600.250.000	10.84
	RECREATION DEPT	5/17/2021	WALMART	LYSOL WIPES & WATER FOR T-BALL -COVID 19	100-4700-600.250.000	20.45
	RECREATION DEPT	5/18/2021	DOLLAR TREE	BASKETS FOR T-BALL PPE	100-4700-600.250.000	6.51
	RECREATION DEPT	5/19/2021	SMART AND FINAL	CHOCOLATE FOR T-BALL CONCESSION	805-0000-226.200.000	34.99
	RENE GARZA	5/12/2021	CALIFORNIA POA	LSP SUPERVISOR FEES	100-2200-600.900.000	530.00

# US BANK INVOICE FOR CALCARD CHARGES: 4/23/21-5/24/21

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
REYNA RIVERA	4/26/2021	ZOOM.COM	MONTHLY WEBINAR SUBSCRIPTION COVID 19	100-1700-600.215.000	40.00
REYNA RIVERA	5/14/2021	ANN'S DONUTS	SPECIAL COUNCIL MTG SUPPLIES	100-1100-610.920.000	76.16
REYNA RIVERA	5/14/2021	WALMART	SPECIAL COUNCIL MTG SUPPLIES	100-1100-610.920.000	58.94
REYNA RIVERA	5/14/2021	G'S RESTAURANT	SPECIAL COUNCIL MTG SUPPLIES	100-1600-600.250.000	266.66
RICHARD FIGUEROA	4/24/2021	ULINE	STORAGE RACK (ARMORY)	100-2100-600.250.000	395.93
ROBERT PETERSEN	5/5/2021	LEGENDS	LUNCH FOR INTERVIEW PANEL	100-2500-600.250.000	126.85
ROBERT PETERSEN	5/5/2021	TRAINING ASSOC	CRITICAL INCIDENT CLASS	100-2525-610.915.000	155.00
ROBERT PETERSEN	5/5/2021	TRAINING ASSOC	CRITICAL INCIDENT CLASS	100-2525-610.915.000	155.00
SHANE FERRELL	4/26/2021	HOME DEPOT	CONDUIT/ADAPTERS-VETERAN'S PLAZA	100-5300-600.250.000	531.86
SHANE FERRELL	4/26/2021	HOME DEPOT	DRYWALL SCREW - VETERAN'S PLAZA	100-5300-600.250.000	6.48
SHANE FERRELL	4/27/2021	NELSON'S ACE HARDWARE	CAPS - PIONEER VILLAGE	100-5300-600.250.000	3.99
SHANE FERRELL	4/27/2021	NELSON'S ACE HARDWARE	CAPS/ADAPTERS-DOG PARK	100-5300-600.250.000	12.32
SHANE FERRELL	4/27/2021	NELSON'S ACE HARDWARE	PAINT SUPPLIES - STREETS	210-5400-600.250.000	61.64
SHANE FERRELL	4/27/2021	NELSON'S ACE HARDWARE	SUPPLIES OLD PD RESTROOM REPAIRS	701-9200-600.250.000	98.54
SHANE FERRELL	4/27/2021	NELSON'S ACE HARDWARE	KILLZ ALL/SPRAYER-PARKS	100-5300-600.250.000	337.11
SHANE FERRELL	4/30/2021	AMAZON	9 VOLT BATTERIES	100-5300-600.250.000	46.63
SHANE FERRELL	4/30/2021	NELSON'S POWER CENTER	GRAVEL	100-5300-600.250.000	19.36
SHANE FERRELL	5/4/2021	NELSON'S ACE HARDWARE	GROUT SAND - VETERAN'S PLAZA	100-5300-600.250.000	16.59
SHANE FERRELL	5/5/2021	AMAZON	DOOR CHIME-PD/BIRD REPELLER-CH	702-9300-600.250.000	162.69
SHANE FERRELL	5/5/2021	HOME DEPOT	STRANDED CABLE-VETERAN'S PLAZA	100-5300-600.250.000	400.77
SHANE FERRELL	5/6/2021	A&A CRANE SERVICE	CRANE RENTAL TO INSTALL LIGHT POLES & LINCOLN PARK	100-5300-600.400.000	262.50
SHANE FERRELL	5/6/2021	HOME DEPOT	TIMER/ELECTRICAL TAPE-VETERAN'S PLAZA	100-5300-600.250.000	346.82
SHANE FERRELL	5/7/2021	NELSON'S ACE HARDWARE	CUT KEY - LINCOLN PARK	100-5300-600.250.000	14.95
SHANE FERRELL	5/7/2021	NELSON'S ACE HARDWARE	BARREL BOLT/SPRAY PAINT-OLD PD	702-9300-600.370.000	53.45
SHANE FERRELL	5/10/2021	NELSON'S ACE HARDWARE	UMBRELLAS/CONDUIT/ADAPTERS-PARKS	100-5300-600.250.000	175.26
SHANE FERRELL	5/10/2021	NELSON'S ACE HARDWARE	LEAD ACID BATTERY- FIRE DEPT	702-9300-600.250.000	25.99
SHANE FERRELL	5/12/2021	LUIS NURSERY	STAKES & FLOWERS-VETERAN'S PLAZA	100-5300-600.250.000	294.54
SHANE FERRELL	5/12/2021	LUIS NURSERY	STAKES & FLOWERS-VETERAN'S PLAZA	100-5300-600.250.000	192.33
SHANE FERRELL	5/12/2021	LUIS NURSERY	PLANTER MIX-VETERAN'S PLAZA	100-5300-600.250.000	371.53
SHANE FERRELL	5/12/2021	LUIS NURSERY	PLANTER MIX-VETERAN'S PLAZA	100-5300-600.250.000	371.53
SHANE FERRELL	5/12/2021	SIERRA PACKAGING SOLUTIONS	BAMBOO STICKS/PRUNER	100-5300-600.250.000	191.92
SHANE FERRELL	5/20/2021	NELSON'S POWER CENTER	CHAINSAWS, TRIMMERS, BLOWERS	100-5300-600.305.000	1,921.03
SHANE FERRELL	5/20/2021	NELSON'S POWER CENTER	CHAINSAWS, TRIMMERS, BLOWERS	210-5400-600.305.000	960.52
SHANE FERRELL	5/20/2021	NELSON'S POWER CENTER	CHAINSAWS, TRIMMERS, BLOWERS	220-5300-600.305.000	960.52
SHANE FERRELL	5/21/2021	NELSON'S ACE HARDWARE	ELBOWS,/BUSHINGS/LATCHES-PARKS	100-5300-600.250.000	214.49
TERESA GALLAVAN	5/7/2021	FRANKLIN PLANNER.COM	SUPPLIES -CM	100-1300-600.250.000	105.86
TERESA GALLAVAN	5/18/2021	CHIPOTLE	CITY MANAGER MEETING	100-1300-610.920.000	66.61
					<u>77,631.83</u>

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

June 21, 2021

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**ITEM NO:** 2.

**SUBJECT:** Consideration of Interim City Manager Employment Agreement with Ralph S. Jimenez

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**DISCUSSION:**

Pursuant to Chapter 18 of Title 1 of the City's Municipal Code, there exists in the City the position of the City Manager, who serves as the administrative head of the government of the City, under the direction and control of the City Council.

The vacancy of the City Manager position occurred as a result of action taken by the City Council effective June 2, 2021.

Attached for City Council's consideration is the employment agreement appointing Ralph S. Jimenez, to the position of Interim City Manager, effective June 22, 2021. During the assignment, Mr. Jimenez' compensation is \$16,500 monthly.

The interim appointment will end upon appointment of a permanent City Manager.

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**RECOMMENDATION:** It is recommended that the City Council consider the attached agreement.

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/s/  
Isaac Moreno, Acting City Manager

06/16/2021  
Date

**CITY OF SELMA  
INTERIM CITY MANAGER EMPLOYMENT AGREEMENT**

THIS INTERIM CITY MANAGER EMPLOYMENT AGREEMENT ("Agreement") is made and entered into effective on June \_\_, 2021 ("Effective Date") by and between the City of Selma, a California general law city ("City"), and Ralph S. Jimenez ("Manager").

**RECITALS**

- A. City desires to hire Manager on an interim basis and Manager desires to accept an appointment as Interim City Manager of the City of Selma during recruitment of and until such time as a regular City Manager is appointed and begins employment or until this Agreement expires, whichever occurs first.
- B. The City Council of the City of Selma finds that this position requires specialized skills and experience associated with city administration.
- C. Manager is willing and fully qualified to serve as the Interim City Manager and perform the related services for the City.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants herein contained, the City and Manager agree as follows:

1. Duties. City hereby agrees to hire Manager to serve as Interim City Manager to perform the functions and duties authorized in applicable provisions of the Selma City Code, including without limitation Section 1-18-1 of the Selma City Code, and to perform such other legally permissible duties and functions as the City Council may from time to time assign or as may be necessary or desirable in Manager's opinion for the efficient management of the City.

Manager shall be available for attendance at City Council and other meetings as may be necessary to adequately perform the services under this Agreement. Manager will perform all services under this Agreement consistent with applicable law and without any legal conflicts.

2. Term; Termination. This Agreement shall become effective only upon approval by the City Council of the City of Selma at a regular City Council meeting, and after it is signed by the Mayor of the City of Selma and Manager.

(A) Manager's tenure as Interim City Manager shall commence on June \_\_, 2021 and shall continue until a permanent City Manager is appointed by the City Council or until terminated by the terms of this Agreement. Notwithstanding the beginning employment date, upon the effectiveness of this Agreement, Manager shall have immediate access to such City records as deemed necessary to effectively perform the services hereunder.

(B) Manager shall serve at the will and pleasure of the City Council. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Manager to terminate this Agreement at any time upon submitting thirty (30) days written notice of termination to the City, or the right of the City to terminate this Agreement, with or without cause, at any time.

3. Compensation. City shall pay Manager \$ 16,500 monthly for his services rendered as Interim City Manager. Payment shall be made to Manager on the first of each month. City shall withhold any necessary amounts required by law to be withheld for independent contractors. Manager shall not be entitled to severance pay, and expressly waives any and all rights with respect to severance pay.

4. Benefits. Manager will receive no benefits beyond the compensation noted in this Agreement and Manager expressly waives any rights to any benefits other than the Compensation noted in this Agreement.

5. Reimbursement of Expenses. Manager shall be entitled to reimbursement for business and travel expenses incurred in the performance of his duties as Interim City Manager, subject to applicable City ordinances and reimbursement policy. City shall reimburse Manager for such necessary and reasonable expenses as are submitted to the City based upon expense receipts, statements, or itemized account of such expenditures.

6. Method of Performing Services. Manager shall devote such time, interest, and effort to the performance of the services as is required to fulfill the duties of the Interim City Manager, and Manager will determine the method, details and means of performing the services required by this Agreement. This includes, but is not limited to, the precise hours spent in City Hall.

7. Effect of Agreement on Manager's Retirement Benefits. The City has no responsibility for and makes no representation regarding the impact, if any, this Agreement will or may have upon Manager's retirement benefits from other agencies, including but not limited to CalPERS.

8.. Relationship between the Parties. The parties to this Agreement agree that Manager is an at-will independent contractor serving at the pleasure of the City Council, as a whole governing body. This Agreement does not create any property interest in continuing employment, nor does this Agreement create any expectation of continuing employment.

9. Indemnity; Liability. City shall indemnify, hold harmless and defend Manager from any and all claims, demands, actions, losses, damages, charges, or expenses to which Manager may be subject to arising out of, or resulting from, the performance of this Agreement and Manager duties hereunder as Interim City Manager. Notwithstanding the foregoing, the City's obligation under this Section 9 shall not apply to any punitive or exemplary damages which may be awarded by a court against Manager; nor shall this Section apply to liability incurred by Manager for actions outside the scope of his services or which result from intentional or malicious conduct or gross negligence, or through the use of any personal vehicle for purposes outside the scope of his services, all as to which Manager shall indemnify and hold City, its officers, agents and employees harmless. Manager shall cooperate in good faith with the City with respect to the defense of any claim, demand, or action. This provision shall survive the termination of this Agreement.

10. Conflict of Interest. Manager affirms and represents that he has no financial, contractual or other interest or obligation that conflicts with or is harmful to the performance of his obligations under this Agreement. Manager shall not knowingly obtain such an interest or incur such an obligation during the term of this Agreement.

11. Confidential Information. Manager acknowledges and understands that in the performance of his duties, the City will disclose and entrust him with, and he will obtain, certain



confidential information. Manager shall not directly or indirectly disclose or use such confidential information at any time, whether it be in the form of records, lists, data, personnel information, drawings, plans, reports, or otherwise, of a business or technical nature, which was acquired or viewed by Manager during the term of this Agreement unless such disclosure or use is authorized in writing by the City, required by law, or required in the performance of the duties of the Interim City Manager. This provision shall survive the termination or expiration of this Agreement. Manager acknowledges and understands he is subject to the provisions of the Ralph M. Brown Act in the performance of services under this Agreement.

12. Entire Agreement. This Agreement is the entire agreement between City and Manager and supersedes all prior discussions, negotiations, commitments or understandings, written or oral, between the parties with respect to Manager's appointment as Interim City Manager. Each party acknowledges that no promises, representations, inducements or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party that are not embodied herein. No modification to this Agreement shall be effective unless reduced to writing and signed by both parties.

13. General Provisions.

A. Governing Law. This Agreement and the legal relations between the parties shall be governed by and construed according to California law.

B. Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

C. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any provision in this Agreement will not affect the other provisions.

D. Interpretation. This Agreement is the result of the combined efforts of the parties. If any provision of this Agreement is found ambiguous, the ambiguity will not be resolved by construing this Agreement in favor or against any party, but by construing the terms according to their generally accepted meaning.

E. Counterparts. This Agreement may be signed in multiple counterparts, each of which shall be deemed an original, and all such counterparts taken together shall constitute one and the same instrument. Electronic signature pages, or facsimiles or copies of signature pages shall constitute originals and shall be binding as such.

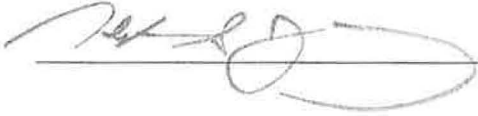
F. Assignment. The City is entering into this Agreement by virtue of the professional experience, competence, and reputation of Manager. This Agreement is not assignable by either the City or Manager.

G. Voluntary Agreement. City and Manager each represent that they have read this Agreement in full and understand and voluntarily agree to all provisions herein. The parties each further represent that prior to signing this Agreement they each had

the opportunity to apprise themselves of relevant information, through sources of their own selection, including consultation with separate legal counsel of their choosing, if desired, in deciding whether to execute this Agreement, and each of the parties is fully informed as to the terms, conditions and covenants of this Agreement.

**IN WITNESS WHEREOF**, City and Manager, by their signatures below, enter into this Agreement as of the Effective Date.

MANAGER

A handwritten signature in dark ink, appearing to be "M. J. Smith", written over a horizontal line.

CITY OF SELMA

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

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

June 21, 2021

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**ITEM NO:** 3.

**SUBJECT:** Consideration and Selection of Recruitment Services for City Manager Position

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**RECOMMENDATION:** Authorize Interim City Manager to Negotiate Professional Services Agreement with Selected Recruitment Firm

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**DISCUSSION:** On June 7, 2021 Council meeting Staff received direction to request multiple quotes from recruitment firms for the assistance in selecting a new City Manager. To complete this request staff contacted four consultants, they were as follows:

- Bob Murray and Associates
- William Avery & Associates, Inc.
- Ralph Andersen & Associates
- CPS HR Consulting

Of these four firms, only Bob Murray and Associates plus William Avery & Associates, Inc. submitted a proposal. Ralph Andersen and Associates was unable to assist due to workload and CPS did not now have sufficient time to prepare the proposal.

Attached are the proposals outlining scope of work, schedule, and fees for each consultant that submitted. The cost for these services can range between \$23,400 to \$31,500 depending on optional or additional services. The average period to complete this process is four months.

Once the consultant is select, this organization will be requested to give a formal presentation on the recruitment process, best practices, and additional services. Council may give direction to consultants at that time.

Staff request authorization for the City Manager to negotiate and execute the city's standard professional services agreement with selected firm.

<b><u>COST:</u></b> (Enter cost of item to be purchased in box below)		<b><u>BUDGET IMPACT:</u></b> (Enter amount this non-budgeted item will impact this years' budget in box below – if budgeted, enter NONE).
\$23,400-\$31,500		
<b><u>FUNDING:</u></b> (Enter the funding source for this item in box below – if fund exists, enter the balance in the fund).		<b><u>ON-GOING COST:</u></b> (Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE).
Funding Source: General Fund  FY 2019-2020 Fund Balance: \$6,717,901		

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**RECOMMENDATION:** Authorize Interim City Manager to Negotiate Professional Services Agreement with Selected Recruitment Firm

---

\_\_\_\_\_/s/\_\_\_\_\_  
Isaac Moreno, Acting City Manager

\_\_\_\_\_  
06/17/2021  
Date



June 15, 2021

Isaac Moreno, Acting City Manager  
City of Selma  
1710 Tucker St.  
Selma, CA 93662

Dear Mr. Moreno:

Thank you for the opportunity to submit our recruitment proposal for the position of City Manager for the City of Selma. We take great pride in providing our clients exceptional service and excellent results. These successful client partnerships result from an active and comprehensive level of Principal involvement leading to positive business relationships and highly satisfied clients.

We have extensive city management recruitment experience throughout California and feel well suited to meet your City's needs on this search. Currently, we are conducting City Manager recruitments for the cities of Yreka, Tulare and Paso Robles, and recently completed City Manager searches for the cities of Sausalito, Fowler and Foster City. Additionally, in the past 18 months we've completed City Manager searches for the cities of Stockton, Simi Valley, Hawthorne, Whittier, Port Hueneme, Pinole, Tulare and Sand City. Overall, during the past four years our firm has completed 29 city manager assignments including recruitments for the cities of Anaheim, Fremont, Vallejo, Hermosa Beach, Martinez, Half Moon Bay, Visalia, Fullerton, Redding, South El Monte, Monte Sereno, Benicia and Beaumont. We feel the contacts made from these assignments would be highly beneficial to this search and your overall recruitment needs.

Our extensive database of executives in municipal and county government provides an excellent foundation for the outreach efforts we describe in our proposal. We've also had extensive interaction with City Councils, City Managers and Assistant City Managers based on our labor relations practice. All of these contacts would be an excellent resource in support of this recruitment.

Following review of our proposal, it is our hope that our history of successful recruitments, our professionalism and positive results we have delivered for our clients will provide the basis for selection of our firm. This proposal of recruitment services contains the following information:

- Company Overview
- Firm Qualifications/Experience

William Avery & Associates, Inc.  
Consultants to Management

3-1/2 N. Santa Cruz Ave., Suite A  
Los Gatos, CA 95030  
408.399.4424  
Fax: 408.399.4423  
[www.averyassoc.net](http://www.averyassoc.net)

- Recruitment Team
- Recruitment Plan
- References
- Recruitment Schedule
- Consulting Fee
- Guarantees & Ethics
- Profiles

Thank you for the opportunity to be considered for this recruitment. If you have any questions, please do not hesitate to call Paul Kimura or me at 408.399.4424.

Sincerely,

*William Avery*

William H. Avery

WHA:jmc





## PROPOSAL FOR THE CITY OF SELMA RECRUITMENT FOR CITY MANAGER

### William Avery & Associates, Inc. – Overview

William Avery & Associates, Inc. (Avery Associates) is a successful and service focused Management Consulting firm based in Los Gatos, California. Incorporated in 1982, the firm specializes in Executive Search, Labor Relations and Human Resources/Management Consulting.

The firm currently includes two Principals and several key consultants. Bill Avery, the founder of Avery Associates, heads and manages the firm. He oversees the Labor Relations practice and is heavily involved in the search business including leading key searches. Paul Kimura focuses on and manages the Executive Search and Recruitment practice. Key staff members include Bill Lopez and Sam Avery, who support the search practice and the firm's administrative staff includes Tomi Ewing, Jackie Collins and Michelle Ross. Temporary staff as needed augments the team.

Mr. Avery, having served in the past as a City Manager, provides the firm with direct experience and knowledge of city administration. Mr. Kimura's expertise in executive, technical and business recruitment, which he gained during his nineteen years of high technology experience, provides the basis for many of the recruitment strategies and tactics utilized by the firm. Collectively and combined, the firms Principals offer exceptional expertise in the area of public sector recruitment and consulting.

### Firm Qualifications/Experience – What Differentiates Avery Associates

Exceptional service delivery and a very high-quality work product provide excellent results for our clients. This begins with the initial client meetings, which lead to detailed timelines for deliverables followed by weekly recruitment status updates following initiation of the search. Our candidate outreach efforts are professionally and confidentially conducted. The evaluation materials we provide clients are routinely characterized as accurate, comprehensive and of very high quality. We believe more so than any other public sector recruitment firm. This is largely based on our interview system utilizing behavioral interview techniques, which we describe in our recruitment plan. This leads to a quality product with excellent end results for our clients.

The service element is based on two factors: The first is the collective service philosophy from all of our organizational team members. They are each dedicated to providing service and support to clients. The second factor is based on the high level of engagement and participation from the firm Principals in every search assignment. This hands-on involvement includes client interface, identifying and developing the ideal candidate profile and position specification, development of the search strategy, candidate outreach, interviewing and assessment, completion of reference interviews, candidate presentation, final interview facilitation and when desired, negotiation of employment terms with the successful candidate.



## Recruitment Team for the City of Selma

Bill Avery and Paul Kimura will serve as the Project Leads for this assignment and will be assisted by Bill Lopez and Sam Avery. Mr. Avery and/or Mr. Kimura will be personally involved in the initial client meetings, development of the ideal candidate profile and search strategy, interviewing and assessment of candidates, the presentation of candidates, attendance at final interviews and will be available throughout the search process to provide other related consulting services.

## Recruitment Plan

### I. Position Profile and Organizational Assessment

The initial assessment phase is a critical component of the search process. Mr. Avery and/or Mr. Kimura will individually meet with City Council members, and with other city staff (as deemed appropriate by the policy makers) to discuss the organizational needs and position requirements and to formalize the job description.

We also understand that some communities are committed to engaging their residents in determining the ideal profile for the new City Manager. If this is a priority for the City, we have utilized a number of approaches in reaching out to the community in soliciting their insights/inputs regarding the ideal City Manager. These include: An online community survey linked through your city's website; a town hall meeting (in today's environment, this would be conducted via video conferencing); conducting a "targeted" outreach effort to key community members as identified by the City Council (i.e., Service club/Chamber of Commerce/Downtown Association leaders; educational executives; homeowners association leaders; executives of community-based organizations). Any or all of these community outreach efforts can be incorporated into our recruitment model.

Our goals in securing the collective insights from our meetings are to:

- Understand the City priorities for this position.
- Develop a clear understanding and consensus on the expertise, experience, education, performance attributes and operational style of the ideal candidate.
- Discuss the goals, objectives, deliverables, and challenges related to this position.
- Gain insight of the various organizational dynamics and departmental issues that exist within the organization.
- Identify the compelling aspects to this opportunity.



The formal recruitment announcement that includes the ideal candidate profile would be developed from the above discussions and incorporated into the formal position announcement. The candidate profile is also utilized in various other means as a marketing tool, for advertising copy, postings, and for other announcements.

## II. Development of the Search Strategy

Our search strategy will be developed in conjunction with the organizational assessment. The final approach is based on your input and considerations during the assessment activity. We would incorporate the following elements into this search:

- Original research, which consists of identification and contact of current incumbents or other candidates who meet the profile but are not actively seeking other employment.
- Development of a targeted candidate list based on our extensive database of key executive contacts, referrals and recommendations from key sources, and other current and former City Management personnel who have extensive contacts and networks in this area. We also make extensive use of Linked-In outreach is soliciting interest from potential candidates.
- Public information sources that include various membership listings such as the League of California Cities, ICMA and the various municipal organizations within the U.S.
- An extensive mailing campaign to current city managers and select assistant managers throughout the U.S.
- Print advertising in ICMA Newsletter, Jobs Available and any other print publications deemed appropriate by the City.
- Internet job postings on national public sector employment bulletin boards, City Management and Municipal association-based web sites, and our company website.

## III. Candidate Assessment

Our assessment process involves several “tiers” of evaluation. All candidates responding to this position will initially be evaluated based on their resume and if appropriate, an extensive phone “screening” by a member of the project team. Candidates who pass the initial “qualifying” criteria are then scheduled for a formal interview with Mr. Avery or Mr. Kimura. These extended personal interviews typically take one hour and a thorough discussion of their experience, accomplishments, management philosophy and interpersonal style takes place.



In interviewing candidates, we utilize a methodology based on “behavioral” interview techniques. Fundamentally, this approach explores a candidate’s past accomplishments and experiences that relate to the position being considered. The philosophy here is that the best indicator of future performance is to evaluate past behavior. This methodology allows the firm to “project” how a candidate would approach and address the key challenges in the new position.

Those individuals who best fit the position requirements will have a Candidate Assessment Report developed by the Principal who conducted the interview. Additionally, two initial reference interviews are performed on these candidates. The reference interviews provide our clients with additional insights on the candidate’s “behavior” and style.

#### IV. Candidate Presentation

Upon completion of formal interviews, a selection of candidates for presentation is made. We feel our extensive qualification, interview, and reference interviewing process and the knowledge gained during our initial assessment period; enable our client to proceed with fewer rather than more finalists. However, we will not restrict or limit the number of candidates recommended as this decision is related to the overall strength and depth of the candidate pool.

The final candidates are presented in our extensive candidate presentation “book”. Each finalist will have a file consisting of a candidate summary sheet, the submitted cover letter and resume, the Candidate Assessment Report (based on the “behavioral” interview), and two candidate reference interviews. This extensive profile on each recommended candidate continually generates positive feedback from our clients as it provides extensive detail beyond just a resume.

The Candidate book also identifies other candidates who were given secondary consideration, which provides the client insight on others who were interviewed. Candidate summary sheets are created for everyone who submitted a resume would also be included. This provides the client an insight to the level and nature of response for their position.

#### V. Selection Process

Once the final candidate interview group is identified, we will assist in the structuring of the interview process and coordinate the interview scheduling activity. Our firm will also provide candidates with guidance related to travel planning, hotel accommodations, as well as other interview planning issues. Our firm will also develop potential interview questions and be in attendance during final interviews to help facilitate the process and to lead an end of day debrief and evaluation process.



## VI. Position Closure and Follow-Up

Based on the firm's experience in human resource management and executive search, we are able to assist our clients in formulating appropriate compensation and other employment arrangements. We will be available throughout our retention to assist in this process.

As a matter of policy, Avery Associates monitors the transition and progress of any executive we place with a client. Within the first three to six months following the hired individual joining the City, we will speak with that individual to ensure the transition has effectively occurred. During the same period, we will also review the individual's status with your office.

## References

- I. City of Fowler  
Scott Cross, City Attorney; 559.431.5600; email: scross@lozanosmith.com  
Wilma Quan, City Manager; 559.834.3113; email: wquan@ci.fowler.ca.us  
Karnig Kazarian, Council Member; email: kkazarian@ci.fowler.ca.us
- II. City of Sausalito  
Mary Wagner, City Attorney; (M) 415.328.8719d; email: mwagner@sausalito.gov  
Ian Sobieski, Council Member; (M) 415.699.6520; email: isobieski@sausalito.gov
- III. City of Lafayette  
Susan Candell, Mayor; (M) 9215.639.4321; email: scandell@ci.lafayette.ca.us  
Mike Anderson, Former Mayor; (M) 925.284-7793
- IV. City of Paso Robles  
Greg Carpenter, Interim City Manager; 310.261.1910 (C); email: citymanager@prcity.com  
(former City Manager in El Segundo)  
Steve Martin, Mayor; 805.674.4890 (C); email: smartin@prcity.com

## Recruitment Schedule

Task	Scheduled Dates
<i>Search Initiation, Marketing &amp; Advertising Development:</i> <ul style="list-style-type: none"><li>▪ <i>Initial meetings with city manager and city staff to define the ideal candidate profile</i></li><li>▪ <i>Develop draft of recruitment brochure for approval by client</i></li><li>▪ <i>Recruitment strategy finalized</i></li><li>▪ <i>Determination of advertising scope and placement deadlines</i></li><li>▪ <i>Brochure designed and printed</i></li></ul>	<i>Weeks 1 - 4</i>



Task	Scheduled Dates
<i>Marketing, Advertisement and Outreach Period:</i> <ul style="list-style-type: none"> <li>▪ <i>Mailing of brochures</i></li> <li>▪ <i>Jobs Available</i></li> <li>▪ <i>ICMA newsletter and website</i></li> </ul> <i>Preliminary candidate screening</i>	<i>Weeks 4 - 10</i>
<i>Candidate Review - Screening and Finalists Selection</i>	<i>Weeks 9-12</i>
<i>Development and finalization of Interview process and interview questions</i>	<i>Weeks 13-14</i>
<i>Interviews with City</i>	<i>Week 15</i>
<i>Final interviews and reference checks</i>	<i>Week 16</i>
<i>Appointment Offer/Acceptance</i>	<i>Week &gt;17</i>
<i>Report to Work Date</i>	<i>Week &gt;17</i>

### Consulting Fee

Based on the services described in our proposal, the professional services consulting fee for this recruitment will be \$18,400. We would provide our first consulting invoice in the amount of \$7,400 at the outset of the search. A second invoice of \$5,500 would be billed with the presentation of candidate recommendations and the final invoice of \$5,500 for the retainer will be submitted at the completion of the search. The consulting fee will be inclusive of all services defined within this proposal unless otherwise stated.

In addition to the Professional Services Fee, normal and direct out-of-pocket expenses associated with the search are charged back to the client. Expenses for this assignment would not exceed \$5,000 without the express consent of the City. These expenses include advertising, clerical time, supplies, printing, telephone, postage, background checks and consultant travel for client discussions, meetings, local and out-of-area candidate interviews. All expense items are reimbursed "at cost" and will be detailed and billed on a monthly basis.

### Guarantees and Ethics

Whenever William Avery & Associates, Inc. is retained; we make several guarantees and commitments to a client. Due to our experience, knowledge and success within the management-consulting field, we assure a client that we will only present candidates who meet a substantial majority of the ideal qualifications that you have outlined. We are also committed to continue our search efforts until a successful candidate is employed.

During our placement efforts, we openly share any relationships, previous experience and knowledge for any candidate we present for consideration. Our commitment and responsibility are to our clients and their best interests.

It is also our practice to replace a candidate who may voluntarily resign during the first year of his/her employment. This same commitment applies if the client finds it necessary to terminate or to request the resignation of the selected individual in the first year for any reason. In either case, we invoice a client only for out-of-pocket expenses incurred in identifying a replacement.





## **Avery Profile**

### **William Avery**

William Avery founded his successful management consulting firm in 1981. He has directed William Avery & Associates in service as a Labor Relations and Executive Search consultancy, serving personally as a chief negotiator, trainer, and representative in grievance and disciplinary matters.

A specialist and widely recognized expert in employer-employee relations, he has served as a City Manager (Los Gatos) and Assistant City Manager. While City Manager, he was President of the Santa Clara County City Manager's Association and Chair of the County Employee Relations Service.

Bill has lectured at De Anza College, San Jose State University, and Stanford University, and regularly makes presentations for the League of California Cities, CALPELRA, and other public sector organizations.

Building on his personal track record of success, he expanded the firm's focus to include increased emphasis on public and private sector search. He added proven industry professionals with expertise in these areas. The result has been to create an exceptionally strong management consulting firm, now known as Avery Associates, with the expertise to provide the full range of services required for successful public or private sector executive search.

A key measure of the firm's success has been the many long-term relationships that he and his staff have established with clients.

Bill holds B.A. in Political Science and an MPA from San Jose State University, where he was graduated with highest honors.



## **Avery Profile Paul Kimura**

Paul Kimura brings a unique combination of recruitment and business experience to Avery clients.

Paul is involved in leading Avery's public sector professional searches. He has been both a corporate recruitment director and HR director for a number of high technology companies, ranging from Fortune 500 firms such as Novell and National Semiconductor to a Silicon Valley start-up. His proven recruitment and HR generalist skills help him bring forward the best available candidates and properly assess their skills and "fit" with client organizations.

Indeed, many of the recruitment strategies and tactics incorporated into the Avery search process are a direct result of Paul's extensive recruitment experience in the high technology industry.

Paul has been a successful HR consultant, guiding clients through all aspects of Human Resources functions — compensation & benefits, employee and management training, performance management, and termination issues.

He is skilled in areas such as strategic planning, executive coaching, separation negotiation, and organizational assessment and design. It's another service that Avery Associates is able to offer its clients because of the unique background of its principals — and Paul's extended skill set in Human Resources underscores the fact that Avery professionals "have been there" and understand your needs from a personal perspective.

Paul holds a B.S. degree in Business Administration from San Jose State University. He is active in professional HR organizations and in the community, where he has worked with a number of education, youth service, civic, business, and cultural organizations.

"Just as Avery looks to form long-lasting relationships with its clients, I believe in making the same commitments within my community."



## **Avery Profile Bill Lopez**

Bill is the newest member of Avery and Associates, joining us in September 2015. Bill has extensive experience in public sector management in both administration and operations. Bill recently retired, in June 2015, as the Chief Administrative Officer/Director of Business Services for the Santa Clara Valley Transportation Authority (VTA). In this position he served as an executive manager over administrative departments including Human Resources, Labor Relations, Risk Management/Safety, Technology, and Procurement.

Bill has served in other management positions as well, primarily with the City of San Diego, which include Director of Risk Management/Safety, Deputy Director of Wastewater Operations & Maintenance, Labor Relations Officer, and Supervising Personnel Analyst. He also served as an Assistant Deputy Probation Officer for the County of San Diego. Bill graduated from San Diego State University in 1983.





**A Proposal to Conduct an Executive Recruitment**  
**for the Position of**  
**CITY MANAGER**  
**on behalf of the**



1544 Eureka Road, Suite 280  
Roseville, CA 95661  
(916) 784-9080  
(916) 784-1985 fax

June 11, 2021

MEMBERS OF THE CITY COUNCIL  
CITY OF SELMA  
1710 TUCKER STREET  
SELMA, CA 93662

**Submitted Via Email To: [IsaacM@cityofselma.com](mailto:IsaacM@cityofselma.com)**

Dear Members of The City Council:

Bob Murray & Associates is pleased to submit a proposal to conduct the City Manager recruitment for the City of Selma. The following details our qualifications and describes our systematic—yet flexible—method of identifying, recruiting, and screening outstanding candidates on your behalf. It also includes a proposed budget, timeline, and guarantee.

At Bob Murray & Associates, we pride ourselves on providing quality service to local governments, non-profit agencies, and private firms. Our recruitment process helps you to determine the direction of the search and the types of candidates you seek while capitalizing on our decades of experience and vast network of contacts to reach those candidates. Our expertise ensures that the candidates we present to the City of Selma will match the criteria you have established, be a good fit for your organization, and be outstanding in their field.

Bob Murray & Associates recognizes that we work at the pleasure of the City Council and our job is to facilitate the Council's City Manager search. From the outset of the search, we work to establish a strong partnership with the Council to help ensure the placement of a City Manager who is ideally suited to its needs. In order to develop an effective search, we hope that City Council members make themselves available, as we seek the opportunity to meet with them individually to discuss their expectations for City of Selma's new City Manager. We hope they will speak candidly with us regarding the traits they are looking for in the new City Manager. The insight garnered as a result of these meetings will be invaluable as we recruit and screen candidates for the position.

With respect to the City Manager recruitment and the City of Selma, Bob Murray & Associates has placed over 200 City Managers since our firm's inception in 2000. We are currently conducting City Manager recruitments on behalf of the California cities of Cudahy, Irvine, Los Banos, Mt. Shasta, and San Clemente. We are also currently recruiting the Assistant City Manager on behalf of the City of Cathedral City, CA. Our extensive contacts and knowledge of outstanding candidates will ensure you have a quality group of finalists from which to select the City of Selma's next City Manager.

Recent City Manager recruitments we have completed similar in size and scope to your upcoming search include the following:

**2021**

Gridley, CA (City Administrator)  
Laguna Beach, CA  
Marion, IA (Deputy City Manager)

Orinda, CA  
Santa Barbara, CA (Assistant City  
Administrator)  
Sonoma, CA

South Pasadena, CA  
Willits, CA

**2020**

Fairfield, CA (Assistant City Manager)  
Healdsburg, CA  
Imperial, CA  
Jurupa Valley, CA (Assistant City Manager)

**2019**

Del Mar, CA  
El Segundo, CA  
Fairfield, CA  
Huntington Beach, CA

Jurupa Valley, CA  
National City, CA  
Pico Rivera, CA  
Solvang, CA  
Tracy, CA  
Yuba City, CA

**2018**

Arvin, CA  
Elk Grove, CA  
Lincoln, CA  
Lompoc, CA  
Madera, CA  
Roseville, CA

We work as a team on every search at Bob Murray & Associates. Your Project Lead would be Gary Phillips or Yasmin Beers, who are highly experienced in guiding elected bodies through the decision-making process and would not only direct and supervise the project team from beginning to end but also serve as your Recruiter.

To learn first-hand of the quality of our services and why the majority of our engagements come from repeat and referred clients, we invite you to contact the references listed on page 15 of the attached proposal.

We look forward to your favorable consideration of our qualifications. Please do not hesitate to contact us at (916) 784-9080 with any questions.

Sincerely,

*Valerie Gaeta Phillips*

Valerie Gaeta Phillips  
President, Bob Murray & Associates



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## THE RECRUITMENT PROCESS

Bob Murray & Associates' recruiters are specialists in finding the perfect fit, providing security and fairness to candidates and clients while ensuring the integrity of the search process. We understand that superlative recruiting for the City Manager will lead to superlative results for the City of Selma. Outlined below are the steps in our proven recruitment process, refined through our 30+ years of experience in executive search.

### STEP 1 DEVELOP THE CANDIDATE PROFILE

Our understanding of the City of Selma's needs will be key to a successful search. Gary Phillips or Yasmin Beers will meet with the City Council and key stakeholders to learn as much as possible about the ideal candidate for the City Manager position. We want to become familiar with the values and culture of the organization, as well as to understand the current and future issues, challenges, and opportunities in the City of Selma.

Mr. Phillips or Ms. Beers will review and help define the City's wish-list regarding the ideal candidate's personality, management style, knowledge, skills, and abilities and will work with the City to identify expectations regarding education and experience. The City Council and Mr. Phillips or Ms. Beers will discuss compensation, benefits, and other key information necessary to ensure that outstanding candidates are attracted to this opportunity. The profile we develop together at this stage will drive subsequent recruitment efforts.

#### *Optional Service: Community and Staff Involvement*

We find that many of our clients value a recruitment process that opens the opportunity for community members, business leaders, organization representatives, and employees to provide input regarding the ideal candidate. Our recruiters are skilled in designing and facilitating forums, town hall meetings, and online surveys that allow equitable involvement from a variety of constituencies and in consolidating feedback into a cohesive narrative of common themes.

If the City of Selma so desires, we will work with the City Council to create a customized community and/or staff input process.

### STEP 2 DESIGN/DISTRIBUTE BROCHURE AND ADVERTISEMENTS

Mr. Phillips or Ms. Beers and your dedicated Recruitment Coordinator will use the candidate profile developed with the City of Selma to create a professional recruitment brochure, with the assistance of our professional graphic designer. The four-page, full-color brochure will describe the community, organization, position, ideal candidate, and compensation and will include pictures provided by the City of Selma that you feel best represent your organization and your community.

Upon your approval, Mr. Phillips or Ms. Beers will send the brochure by postal mail and email to a targeted audience, personally inviting potential candidates to apply for the City Manager position. We will also place the recruitment brochure on our website, which attracts over 11,000 unique hits weekly and is a trusted resource for candidates seeking executive and professional positions. Two sample brochures are included in this proposal package for your reference.

Mr. Phillips or Ms. Beers will also design an effective advertising campaign appropriate for the City Manager recruitment. Our broadest outreach comes through our active social media involvement on Facebook, LinkedIn, and Twitter, where upcoming and current positions are posted. Sources such as *Western City Magazine*, PublicCEO, and the Careers in Government website will be used to reach an extensive local government audience, while position-specific postings will be chosen to attract candidates who have built their careers in and are committed to the City Manager field.

Suggested City Manager-specific advertising sources for the City of Selma's search include:

- ✦ ICMA Newsletter
- ✦ California City Management Foundation
- ✦ League of Women in Government
- ✦ California City News

Bob Murray & Associates does not typically place ads with job aggregators or general job posting sites such as CareerBuilder, Monster, or Indeed, as we have found that the broad reach of these sites does not necessarily lead to quality candidates for executive and professional positions.

#### *Reaching Diverse Candidates*

Bob Murray & Associates, a woman- and minority-owned business, is proud of its commitment to attracting and placing diverse candidates. Not only do we place advertisements with websites designed to attract minority and female candidates, but our President, Valerie Phillips, is a member herself of many diversity-focused organizations including the Local Government Hispanic Network, the League of Women in Government, the Professional Women's Network, Mexican Professionals, and Women Leading Government. She networks frequently with fellow members to gain insight into which potential candidates are leaders in their field.

Mr. Phillips or Ms. Beers will seek to reach candidates in communities and organizations with demographic profiles and populations served like that of the City of Selma, to maximize the potential for individuals from a wide variety of backgrounds, cultures, and life experiences to be considered for the City Manager position.

### **STEP 3 RECRUIT CANDIDATES**

The strongest candidates are often those who are successful and content in their current positions and need to be sold on a new opportunity. Our extensive network of contacts, developed through over 1,400 successful placements, is a primary source for identifying and obtaining referrals for these candidates. Our in-house database of 40,000 current and former executive and professional candidates is a valuable resource that can only be built over time—time that we have invested into perfecting our process for finding the right candidates for our clients. Our aggressive outreach efforts are focused on phone calls to personally invite potential applicants, answer questions, and allay any reservations, and these efforts are essential to the success of the City Manager recruitment.

#### STEP 4 SCREEN CANDIDATES

Following the closing date for the recruitment, Mr. Phillips or Ms. Beers will screen all resumes we have received, using the criteria established in the candidate profile as a basis upon which to narrow the field of candidates. Internal candidates receive sensitive consideration, and Mr. Phillips or Ms. Beers will discuss with the City Council how the City of Selma wishes to proceed with these candidates.

#### STEP 5 CONDUCT PRELIMINARY INTERVIEWS

Mr. Phillips will personally interview the top 10 to 15 candidates from the resume screening, with the goal of determining which candidates have the greatest potential to succeed in your organization. To reduce travel-related expenses to our clients and increase efficiency in the search process, these interviews are typically conducted via Skype, FaceTime, or other convenient videoconferencing applications.

During these in-depth interviews, Mr. Phillips or Ms. Beers will explore each candidate's background and experience as it relates to the City Manager position, such as significant accomplishments, size and scope of responsibility, and organizational culture. In addition, Mr. Phillips or Ms. Beers will discuss with the candidates their motivation for applying for the position and assess his/her knowledge, skills, and abilities. We will devote specific attention to establishing the likelihood of the candidate's acceptance of the position if an offer of employment is made.

#### STEP 6 SEARCH PUBLIC RECORDS

Under the direction of Mr. Phillips or Ms. Beers, your dedicated Recruitment Coordinator will conduct a review of published print and online articles for each recommended candidate. Sources include Lexis-Nexis™, Google, social media, and our contacts in the field. This will alert Mr. Phillips or Ms. Beers to any further detailed inquiries we may need to make before our recommendations are finalized.

#### STEP 7 MAKE RECOMMENDATIONS

Based on our findings during the preliminary interview process, Mr. Phillips or Ms. Beers will recommend a limited number of candidates for your further consideration. They will make specific recommendations and will help facilitate discussions regarding the candidate pool, but the final determination of those to be considered will be up to you.

We typically recommend 6-8 candidates that we feel will best match your expectations, and we prepare a detailed written report on each candidate. This bound report provided to each member of the decision-making body includes:

- Candidate list with Recommended Finalists identified in *Group 1* and *Group 2* (primary and secondary recommendations), as well as *Internal* candidates
- Summary of experience, education, and salary information for each Recommended Finalist candidate
- Complete cover letter and resume for each Recommended Finalist candidate

- ▼ List of *Other Applicants* (those who did not meet minimum qualifications or were otherwise unsuitable, based on our screening process)

Bob Murray & Associates maintains all search records for a period of seven (7) years following each recruitment, and we are happy to forward cover letters and resumes for each applicant by postal mail or email as soon as the recruitment closes to new applications.

## **STEP 8 FACILITATE FINAL INTERVIEWS**

Our years of experience will be invaluable as we help you develop an interview process that objectively assesses the qualifications of each candidate. We will work with the City of Selma to craft and implement an interview approach that fits your needs. This may include individual and panel interviews by the City Council and key stakeholders, community/employee interview panels, writing and presentation samples, meet-and-greets, or another specialized process element Mr. Phillips or Ms. Beers helps the City of Selma to design.

Mr. Phillips or Ms. Beers will be present on-site during the interviews to facilitate as necessary during the process and to guide discussion to consensus regarding final candidates. Bound interview books will be provided to each interview panel member containing:

- ▼ Recruitment brochure with candidate profile
- ▼ Interview schedule
- ▼ Suggested interview questions
- ▼ Experience summary, cover letter, resume, and rating form for each candidate
- ▼ Ranking forms for use during the panel interview process

We will work closely with your staff to coordinate and schedule interviews and candidate travel. Our goal is to ensure that each candidate has a very positive experience, as the way the entire process is conducted will influence the final candidates' perception of your organization.

## **STEP 9 CONDUCT BACKGROUND AND REFERENCE CHECKS**

Mr. Phillips or Ms. Beers and your Recruitment Coordinator will conduct detailed reference checks for up to three (3) final candidates. To gain an accurate and honest appraisal of the candidates' strengths and weaknesses, we will talk candidly with people who have direct knowledge of their work and management style. In addition to gaining a 360-degree view of candidates from the perspective of their supervisors, subordinates and peers for the past several years, we will make a point of speaking confidentially to individuals who may have further insight into a candidate's abilities but who may not be on their preferred list of contacts.

Your Recruitment Coordinator will work with candidates and our professional backgrounding firm, HireRight, to conduct credit, civil litigation, and motor vehicle record checks and verify candidates' degrees.

## **STEP 10 ASSIST IN NEGOTIATIONS**

We recognize the critical importance of successful negotiations and can serve as your representative during this process. Mr. Phillips or Ms. Beers knows what other organizations have done to put deals together with great candidates and what the current market is like for City Manager positions in organizations like the City of Selma's. They will be available to advise you regarding current approaches to difficult issues, such as housing and relocation. We will represent your interests and advise the chosen candidate and you regarding salary, benefits, and employment agreements, with the goal of putting together a deal that results in the appointment of your chosen candidate. With our proven experience and vested interest in a positive outcome, we can turn a very difficult aspect of the recruitment into one that is straightforward and agreeable for all parties involved.

## **COMPLETE ADMINISTRATIVE ASSISTANCE**

We receive many unsolicited testimonials each year from clients and candidates alike noting our prompt, considerate, accurate, and professional service during the search process. Throughout the recruitment, in time intervals that suit the City of Selma, we will provide you with updates on the status of the search and attend to all administrative details on your behalf.

Candidates receive immediate acknowledgement of their applications, as well as personal phone calls and/or emails (as appropriate) advising them of their status at each critical point in the recruitment. Candidates who receive preliminary or final interviews and are not chosen to move forward in the interview process will receive personal calls from Mr. Phillips or Ms. Beers on behalf of the City of Selma.

It is our internal company standard that all inquiries from clients and candidates receive a response within the same business day whenever possible, and certainly within 24 hours if the inquiry is received during the work week. Mr. Phillips or Ms. Beers will be available to the City of Selma by office phone, cell phone, and email at any time to ensure a smooth and stress-free recruitment process.



## COSTS AND GUARANTEE

### PROFESSIONAL FEE AND EXPENSES

The fixed, flat professional services fee for conducting the City Manager recruitment on behalf of the City of Selma is \$19,000. Services provided for in this fee consist of all steps outlined in this proposal, including three (3) meetings on site. The professional fee does not limit the amount of time invested by Bob Murray & Associates in promoting a successful outcome for this project. In fact, our mission for this project is to ensure we assist in identifying the right candidate for the City of Selma. Therefore, Mr. Phillips or Ms. Beers will contact the City at the first anniversary of the placement to confirm an effective transition has occurred.

The City of Selma will also be responsible for reimbursing expenses Bob Murray & Associates incurs on your behalf. We estimate expenses for this project not to exceed \$7,000. Reimbursable expenses include (but are not limited to) such items as the cost of recruiter travel; clerical support; brochure development; placement of ads; credit and civil background checks; education verification; and public records searches. Postage, printing, photocopying, and telephone charges are allocated costs and included in the expense estimate. *In no instance will expenses exceed this estimate without prior approval from the City of Selma.*

Expense reimbursement for candidate travel related to on-site interviews will be the responsibility of the City of Selma.

#### Professional Fees and Reimbursable Expenses

<b>Professional Services (Fixed Flat Fee)</b>	<b>\$19,000</b>
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#### Reimbursable Expenses

*Example costs and approximate amounts include:*

Brochure Design and Printing (\$1,275)	
Advertising (\$3,100)	\$7,000
Background Checks – 3 candidates (\$550)	
Consultant Travel (\$1,500)	
Other expenses – supplies, shipping, clerical (\$575)	

<b>Not-to-Exceed Total</b>	<b>\$26,000</b>
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#### Optional Services

- ◆ Community/Staff Input Forum: \$1,500/day, plus travel expenses
- ◆ Online survey with analysis of results: \$250
- ◆ Additional on-site meeting days: \$1,500/day, plus travel expenses
- ◆ Additional background checks: \$250/candidate
- ◆ Additional reference checks: \$500/candidate
- ◆ Other services: \$250/hour or \$1,500/day

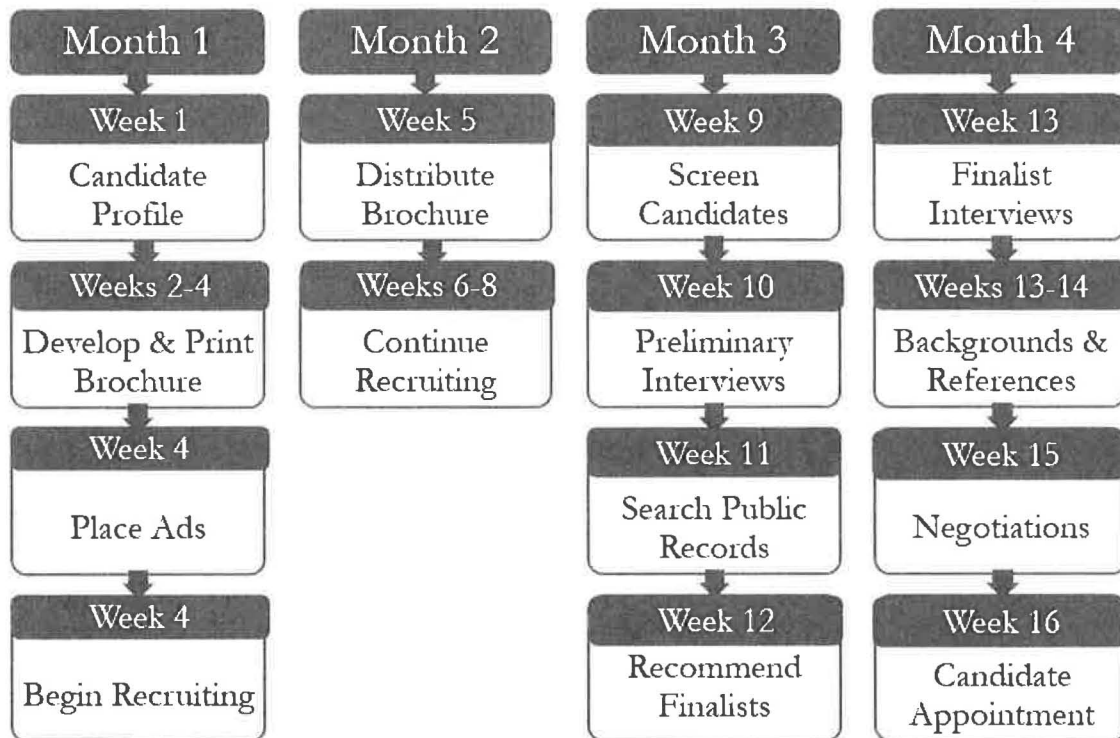
## GUARANTEE

Should a candidate recommended by our firm position resign or be terminated within the first 12 months of employment, we will provide the City of Selma with professional services to secure a replacement. Services will be provided at no cost, aside from expenses incurred on the City of Selma's behalf during the new search. We are confident in our ability to recruit outstanding candidates and do not expect the City to find it necessary to exercise this provision of our proposal.

## RECRUITMENT SCHEDULE

We are prepared to start work on this assignment upon receipt of a signed professional services agreement or other written, authorized notification. A full search can be completed in 13-16 weeks from the date of initial meetings with our client.

The final recruitment schedule will be determined in collaboration with City of Selma. A typical timeline of tasks and events is included here for reference.



## FIRM PROFILE

### *OUR STAFF*

Bob Murray & Associates is a small firm focusing exclusively on executive search services. We have a team of ten (10):

- ✦ Bob Murray, *Founder*
- ✦ Valerie Gaeta Phillips, *President*
- ✦ Gary Phillips, *Executive Vice President*
- ✦ Regan Williams, *Vice President*
- ✦ Joel Bryden, *Vice President*
- ✦ Yasmin Beers, *Senior Executive Recruiter*
- ✦ Carmen Valdez, *Senior Executive Recruiter*
- ✦ Amber Smith, *Principal Recruitment Coordinator*
- ✦ Sky Baclig, *Senior Recruitment Coordinator*
- ✦ Gini Herndon, *Contracts Administrator/Bookkeeper*

### **BOB MURRAY, FOUNDER**

Mr. Murray—known simply as “Bob” to his clients and candidates throughout the western U.S.—brings over 40 years’ experience as a recruiter and is recognized as one of the top local government recruiters in the nation. He conducted hundreds of searches for cities, counties, and special districts and was called on to conduct searches for some of the largest, most complex organizations in the country—and some of the smallest. Bob conducted searches for chief executives, department heads, professional and technical positions, taking the lead on many of the firm’s most difficult assignments with great success. His clients retained him again and again, given the quality of his work and success in finding candidates for difficult to fill positions.

As our Founder, Bob currently takes on few searches personally but continues to be an active presence at Bob Murray & Associates, providing valued insight and experience to our team members regarding all aspects of the recruitment process.

Mr. Murray received his Bachelor of Science Degree in Criminology from the University of California at Berkeley with graduate studies in Public Administration at California State University at Hayward.

### **VALERIE GAETA PHILLIPS, PRESIDENT AND RECRUITER**

Ms. Gaeta Phillips has over 18 years of recruiting experience, including more than a decade of recent experience in executive search for public, private, and startup companies nationwide. Since joining Bob Murray & Associates, Valerie has completed over 160 searches in a diverse range of fields, including city and general management, planning, finance, human resources, transportation, communication and public relations, community and economic development, information technology, parks and recreation, and operations. She has recruited at all levels of municipal and non-profit organizations, from technicians and engineers to Executive Directors and Chief Executive Officers.

Valerie is valued for her passion for finding and retaining the most outstanding candidates for even the most difficult or untraditional assignments and for her commitment to her clients' success; she is also active in a variety of industry organizations and in diversity-focused associations. Valerie is called upon often to serve as an expert speaker on topics such as managing one's online reputation, diversity issues in municipal and non-profit leadership, and how to identify a good "fit" for organizational culture.

Ms. Gaeta Phillips, along with Executive Vice President Gary Phillips, has a passion for helping people, evidenced by fundraising, sponsorship, and involvement in raising awareness for organizations such as Autism Speaks, the UC Davis M.I.N.D. Institute, and the Northern California Special Olympics.

#### **GARY PHILLIPS, EXECUTIVE VICE PRESIDENT AND RECRUITER**

Since joining Bob Murray & Associates, Mr. Phillips has completed over 125 searches for executives and professionals in a wide variety of fields including animal services, city and general management, planning, legal counsel, cyber security, and human resources. Gary's clients have ranged from municipal government to non-profit and private sector organizations, and he has sourced outstanding candidates for positions from the level of division managers up to City Managers, Executive Directors, and General Managers.

Gary started his career with a New York-based Fortune 100 company and quickly became a Senior Manager, building and running a large customer service organization that eventually expanded to 13 countries in Europe. He proceeded to hold senior leadership positions in several Fortune 500 companies, with noted successes such as building an organization from two to 250 employees worldwide and growing a company from 800 to 1200 employees.

As part of an executive acquisition and recruiting team, Gary helped build a start-up enterprise software company in San Francisco, recruiting top-notch talent and building a world-class organization. He has maintained customer relationships in the public sector and the private sector, including medical and financial institutions. He prides himself on finding key talent and offering the best customer service to his clients.

Mr. Phillips, along with Ms. Gaeta-Phillips, is involved in his community as a soccer coach, as an organizer of fundraisers for Autism Speaks and the UC Davis M.I.N.D. Institute, and as a sponsor of the Northern California Special Olympics. Mr. Phillips received his Associate of Science degree and completed additional coursework at Rochester Institute of Technology, NY.

#### **REGAN WILLIAMS, SENIOR VICE PRESIDENT AND RECRUITER**

Mr. Williams brings 30 years of local government experience to Bob Murray & Associates and has over 17 years of experience in executive recruitments with our firm. In his time with Bob Murray & Associates, Regan has conducted over 275 executive searches ranging from managers and department heads to City Managers, Executive Directors, and General Managers. If Regan were to have a recruiting specialty, it would be public safety positions: he has personally conducted over 60 Police Chief and 20 Fire Chief recruitments.

Prior to joining Bob Murray & Associates, Regan served as Director of Public Safety with the City of Sunnyvale, CA. He was involved in the development of some of Sunnyvale's most innovative public safety programs and has a national reputation for excellence in law enforcement, as well as in law enforcement executive recruiting. Regan's clients find his prompt and personal attention, insight, and expertise in recruitment and selection an asset. He is often called upon to recruit for difficult-to-fill law enforcement positions, such as the position of Police Chief or City Manager in challenging political environments.

Mr. Williams received his Bachelor of Science Degree in Administration of Justice from San Jose State University. He is also a graduate of the FBI National Academy.

#### **JOEL BRYDEN, VICE PRESIDENT AND RECRUITER**

Mr. Bryden has over 30 years of local government experience that he brings to the firm, having retired as Chief of Police in Walnut Creek, CA prior to joining Bob Murray & Associates in 2013. Throughout his career, Joel has been involved in public sector consulting, with vast experience in hiring and promotional processes, as well as interviewing candidates for advancement in all aspects of local government.

Joel has a solid reputation as a leader in the public sector and his ability to find and evaluate outstanding applicants for our clients is invaluable in the search process. Since joining Bob Murray & Associates, Joel has conducted over 100 recruitments in a broad range of sectors including police, fire, building, planning, city management, and general management. He is often called upon to recruit specialized or difficult-to-fill positions, such as Independent Police Auditor.

Mr. Bryden is a graduate of the FBI National Academy and obtained his Bachelor of Arts Degree in Communication from San Diego State University. He is currently based in Walnut Creek, CA.

#### **YASMIN BEERS, SENIOR EXECUTIVE RECRUITER**

Yasmin Beers brings over 33 years of municipal government experience to Bob Murray and Associates. Yasmin retired as the City Manager for Glendale with a population of over 200,000. She served as Chief Executive Officer overseeing close to 2,000 employees serving in Police, Fire, Public Works, Parks, Community Development, Library Arts & Culture, Innovation Performance & Audit, and Water & Power to name a few.

Yasmin's three decades of experience in public service brings extensive background in public sector finance, human resources management, contract negotiations, strategic planning & organizational leadership, policy development, emergency response & planning, team building and performance improvement. Throughout her career, Yasmin has had a great deal of experience in recruiting, selecting and hiring employees for executive and management level positions with a focus on the organizational needs and culture.

Yasmin currently serves on the Glendale Adventist Medical Center's Civic Advisory Board and the Advisory Board for Village Christian School. Yasmin is a past member of Soroptimist International of Glendale where she served as President in 1999/2000. She is a past board member of Glendale Healthy Kids, Salvation Army and the American Red Cross. In 2011 the Glendale Chamber of Commerce recognized Yasmin as Woman of the Year; in 2013 she was

the recipient of The Armenian American Woman of Excellence Award; in 2014 Yasmin was recognized by the Glendale Educational Foundation for her distinguished service and philanthropic efforts; in 2015, YWCA awarded Yasmin with the Heart & Excellence Award; in 2017, she was recognized by Business Life Magazine as a Women Achiever; and in 2018 the California State Senate recognized Yasmin as one of the Woman of the Year, each a tribute to her core values that represent her civic responsibilities, volunteerism and community service.

Yasmin has a Bachelor of Arts degree in Political Science from California State University, Northridge and a Master's degree in Organizational Leadership from Woodbury University.

#### **CARMEN VALDEZ, SENIOR EXECUTIVE RECRUITER**

Carmen Valdez provides executive recruitment and human resource services to municipal government agencies and non-profits. She has more than 25 years' experience in executive search, general human resources, classification and compensation, testing, policy development, performance management, team building, organizational development, discipline, and other employee relations activities.

Carmen has most recently been consulting with Municipal Resource Group, prior to which she spent over 30 years with the City of Milpitas, a Silicon Valley city of 70,000 residents. In this capacity, she was responsible for collective bargaining, PEPPRA and Affordable Care Act implementation, modernizing Human Resource services to improve efficiencies and reduce costs, revamping the Workers Compensation service delivery and completing a City-wide strategic plan. Carmen also spent almost 2 years as the Director of Recreation Services.

In addition to her significant experience in the public sector, Carmen earned a Bachelor of Arts degree in Business from University of Phoenix. She is also a member of Local Government Hispanic Network and League of Women in Government. She is an avid runner and enjoys giving back to her community.

#### **AMBER SMITH, PRINCIPAL RECRUITMENT COORDINATOR**

As Principal Recruitment Coordinator with Bob Murray & Associates, Ms. Smith acts as a liaison between clients and candidates from beginning to end of each recruitment process. Under the direction of each client's assigned Recruiter, Amber is responsible for the development and distribution of position recruitment and advertising materials, client research, reference and background checks, responding to requests for proposals, and providing a broad range of support services for the recruiting team. She also provides leadership for our in-house staff and is an invaluable resource.

Amber brings over a decade of client-oriented customer service, administrative, and management experience to Bob Murray & Associates. Since joining our team in 2013, she has shown a commitment to working as a partner with clients and candidates to provide a quality service and experience.

Ms. Smith received her Bachelor of Arts degree in Business Administration from La Sierra University, Riverside, California.



#### **SKY BACLIG, SENIOR RECRUITMENT COORDINATOR**

A Ms. Baclig is a Senior Recruitment Coordinator with Bob Murray & Associates and is an essential part of our hiring experience. She partners closely with the executive recruiters to support hiring initiatives and is responsible for facilitating the movement of candidates through the recruitment process.

Her responsibilities entail everything from creating marketing materials, posting available positions to job boards, candidate research, interview scheduling, conducting background checks, and ensuring the overall hiring process runs smoothly.

Sky graduated from California State University Sacramento with her bachelor's degree in Liberal Studies. She has over a decade of client service experience and 5 years in Human Resources. She possesses thorough knowledge of Human Resources best practices and relies on her service-oriented attitude to support management/clients and team.

She has a passion for helping people and connecting both personally and professionally. Outside of the workplace, Sky likes to spend time with her family, her dog, Oliver, and travel the world.

#### **GINI HERNDON, CONTRACTS ADMINISTRATOR/BOOKKEEPER**

Ms. Gini Herndon is the Contracts Administrator/Bookkeeper at Bob Murray & Associates. Ms. Herndon is the first point of contact at Bob Murray & Associates and has an extensive administrative background in business law.

Ms. Herndon is known for her collaborative approach as she works closely with our internal team and clients to ensure a successful search. As a first point of contact, Ms. Herndon is highly professional and maintains a high level of confidentiality and sensitivity.

### *CORPORATION*

Bob Murray & Associates was founded in May 2000 and operated under the corporation name MBN Services, Inc. until June 2014; our new corporation name is GVP Ventures, Inc., incorporated in California in 2014. Contact information for the corporation and the firm is as follows:

GVP Ventures, Inc. OR Bob Murray & Associates  
1544 Eureka Road, Ste. 280  
Roseville, CA 95661  
(916) 784-9080  
apply@bobmurrayassoc.com

Our corporation and firm are financially sound (and have been so since 2000), with documentation from our accountant available to your organization prior to final execution of a professional service agreement. We have never been involved in any litigation, aside from our personnel serving as expert witnesses when called to do so.

### *PROFESSIONAL ASSOCIATIONS*

Our firm, represented by either our President or our Executive Vice President, are involved in the following organizations to remain engaged with current and future issues relevant to the work we conduct on behalf of clients like City of Selma:

- California Special Districts Association – *Member*
- California City Management Foundation (CCMF) – *Member*
- International City/County Management Association (ICMA) – *Member*
- League of California Cities – *League Partner*
- League of Women in Government – *Sponsor/Member*
- Municipal Management Association of Northern California (MMANC) – *Sponsor/Member*
- Municipal Management Association of Southern California (MMASC) – *Sponsor/Member*
- National Forum for Black Public Administrators (NFBPA) – *Committee member for Marketing and Branding*

Members of our leadership team not only attend events sponsored by these associations but are also frequently called upon to serve as panel members and to provide specialized lectures regarding industry-specific issues.

Recent and upcoming speaking engagements and trainings provided by our staff include:

- “Role of the Chief” class, presented by Joel Bryden on behalf of the California Police Chiefs Association
- Organization of Latino Affairs invited speaker, Valerie Phillips for Hispanic Heritage Month; and
- “The Next Step on Your Career Ladder: A Rung Up or a Missed Step? What City Managers are Seeking to Create a Dream Team,” Bob Murray & Associates is a leading participant on the MMANC 2019 Conference Panel

## REFERENCES

Clients and candidates are the best testament to our ability to conduct quality searches. Clients for whom Bob Murray & Associates has recently conducted similar searches are listed below:

**CLIENT:** City of El Segundo, CA  
**POSITION:** City Manager  
**REFERENCE:** Mr. Scott Mitnick, City Manager  
(805) 402-9374  
Don Brann, Council Member  
(310) 963-0117

**CLIENT:** City of Jurupa Valley, CA  
**POSITION:** City Manager  
**REFERENCE:** Mr. Rod Butler, City Manager or  
Ms. Pat Grob, Sr. Human Resources Analyst  
(915) 332-6464

**CLIENT:** City of Laguna Beach, CA  
**POSITION:** City Manager  
**REFERENCE:** Mr. Bob Whalen, Mayor  
(949) 637-8135  
Ms. Sue Kempf, Council Member  
(949) 439-3001 (cell.

*We appreciate the City of Selma's consideration of our proposal  
and look forward to working with you.*



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

June 21, 2021

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**ITEM NO:** 4.

**SUBJECT:** Consideration of appointments to various City Commissions

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**DISCUSSION:** There are six City Commissions to which the Council has the discretion to appoint some or all of the members. Each Commission has an issue, policy and/or program focus. The Council relies on these groups to advise them on a wide range of issues affecting the City and to assure they are responsive to community needs.

The Council is committed to providing all citizens with access to specific and current information about the City Commissions so they might pursue the opportunity to serve on, and participate in, the operations and processes of local government. Anyone living in Selma is encouraged to apply for positions on Commissions which are of interest.

Attachment "A" is a list of commissioner positions with terms that are set to expire this month along with vacancies. The list contains all appointive terms for Commissions with the names of the appointee and terms of office.

Attachment "B" is the incumbent interest forms as well as current applications on file for Council consideration on all the positions with expiring terms.

**Planning Commission:** Two terms are expiring, one incumbent has reapplied, and there are three additional applications on file with the City.

**Recreation & Community Services Commission:** Three terms are expiring, two incumbents have reapplied, and there is one application on file.

**Personnel Commission:** Three terms are expiring, three incumbents have reapplied, and there are three applications on file.

**Pioneer Village:** Two terms are expiring, one incumbent has reapplied. There are no applications on file.

**Measure "S" Oversight Committee:** There is one vacancy, two terms are expiring, and two incumbents have reapplied. There are two applications on file.

Persons wishing to apply for membership to a City Commission must complete an application form and deliver it to the Clerk. The application and further information, on each specific Commission is available on the City's website as previously requested by Council, and as required by the Maddy Act. Applications are received on an ongoing basis in the City Clerk's office.

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**RECOMMENDATION:** Staff recommends that the City Council review the applications for the various City Commissions and related attachments, and consider the appointments.

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\_\_\_\_\_/s/  
Reyna Rivera, City Clerk

\_\_\_\_\_/06/15/2021  
Date

\_\_\_\_\_/s/  
Isaac Moreno, Acting City Manager

\_\_\_\_\_/06/15/2021  
Date



# C I T Y O F S E L M A

1710 TUCKER STREET • SELMA, CALIFORNIA 93662

## COMMISSION NAME

## TERM EXPIRES

### Planning Commission (4 year Terms)

Mandeep Singh	6/30/2022	1. Glenn Niswander
Ramza Coury	6/30/2023	2. Theresa Salas
Parveen Sandhu	6/30/2024	
Nidya Juarez	6/30/2024	
Greg Garcia	6/30/2021	
Vacant	6/30/2021	

### Recreation & Community Services (2 year Terms)

Santiago Ocegüera	6/30/2021	1. Yolanda Torrez
Diego Haro	6/30/2021	
Vacant	6/30/2021	
Ken Robison	6/30/2022	
Matthew J. Rodriguez	6/30/2022	
John Mendoza	6/30/2022	
Selma Unified Rep	No Expiration	

### Personnel Commission (4 year Terms)

Rosemary Alanis	6/30/2023	1. Marvin Forbes
Louis Franco	6/30/2023	2. Teresa Salas
Danny Serimian	6/30/2021	3. Yolanda Torrez
Paula Rogers	6/30/2021	
Glenn Niswander	6/30/2021	

### Pioneer Village Commission (2 year Terms)

Char Tucker	6/30/2021
Vacant	6/30/2021
Robert Allen	6/30/2022
Matthew Rodriguez	6/30/2022
Jesse Crouch	6/30/2022
Louis Franco	6/30/2022
Mike Valverde	6/30/2022

### Measure "S" Oversight Committee (3 year Terms)

Vacant	6/30/2021	1. Yolanda Torrez
Charlotte Tucker	6/30/2021	2. Louis Franco
Brandon Shoemaker	6/30/2021	
Michael Ridgway	6/30/2023	
Jennifer Earle	6/30/2023	

### Measure "P" Oversight Committee (4 year Terms)

Marvin Forbes	6/30/2021
Colleen Nelson	6/30/2021
Rod Nelson	6/30/2021

## **City of Selma Commission Information**

### **Planning Commission/ Traffic-Streets Commission**

Planning Commission member's terms are for four (4) years unless an appointment is made to fill an unexpired term. Appointees are required to be at least 18 years old and live within the Selma city limits. The Planning Commission plays a major role in establishing present and future land use policy for Selma. The Commission meets to determine issues and policies related to traffic and/or street issues. Certain decisions of the Planning Commission ultimately go to the City Council for final approval or denial. The Commission is comprised of seven members and meets on the fourth Monday of each month at 6:00 p.m. at Selma City Hall.

### **Recreation and Community Services Commission**

Community Services Commission member's terms are for two years, unless an appointment is made to fill an unexpired term. Appointees are required to live in the Selma Unified School District. The Commission meets to determine issues and policies regarding recreation issues. There are seven regular members comprised of six citizens appointed at large and one representative appointed by the Selma Unified School District. The Commission meets on the third Wednesday of each month at 7:00 p.m. at Selma City Hall.

### **Personnel Commission**

Appointees are required to be at least 18 years old and live within the city limits of the City of Selma. Personnel Commission members serve for four years unless appointed to fill an unexpired term. The Personnel Commission's function is to hear appeals submitted by any person in the competitive service (city employees) relative to any disciplinary action, dismissal, demotion, charge of discrimination, or alleged violation and to review personnel policies and procedures. The Commission is comprised of five members and meets on a *needs only* basis.

### **Pioneer Village Commission**

Pioneer Village Commissioner's terms are for two years unless an appointment is made to fill an unexpired term. Appointees must be at least 18 years old and either live or have a business in the Selma city limits. The Commission is comprised of seven members who meet to develop policy and procedure for Selma's Pioneer Village. The Commission meets on the first Thursday of each month at 6:30 p.m.

### **Measure "S" Oversight Committee**

The Measure "S" Oversight Committee's purpose is to ensure that the expenditures made from Measure "S" funds are spent according to the purposes specified in the measure's expenditure plan. Measure "S" is the half-cent sales tax increase approved by the voters to help fund safety (Police and Fire) services in the City of Selma. The committee is comprised of five members whose terms run for two years each. Applicants must be at least 18 years of age and live within the Selma city limits. This committee will meet at least quarterly with the date and time to be determined.

### **Measure "P" Oversight Committee**

The Measure "P" Oversight Committee's purpose is to ensure that all bond proceeds and expenditures are spent according to the purposes specified in the Ordinance. Measure "P" was approved by the voters to issue a four million dollar general obligation bonds for the purpose of the acquisition and construction of a police station and associated improvements. The committee is comprised of three members whose terms run for four years each. Applicants must be at least 18 years of age and live within the Selma city limits. This committee will meet annually with the date and time to be determined.

### **General Information**

- All Commission members must be residents of the City of Selma unless otherwise stated.
  - Applicants must be willing to attend and actively participate at regular and special meetings.
  - Appointees must have an interest in being of service to the City of Selma and its citizens.
- Further information and applications may be obtained by contacting the City Clerk.



JUN 22 2021

**CITY OF SELMA  
COMMISSION APPLICATION**

City of Selma

I hereby request to be considered as a nominee for the following City Commission or Committee:

☒ Planning /Traffic-Streets

☐ Personnel

☐ Recreation &  
Community Services

☐ Pioneer Village

☐ Measure "P" Oversight

☐ Measure "S" Oversight

NAME Glenn Niswander, Jr.

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

Home Telephone No. \_\_\_\_\_ Business Telephone No. \_\_\_\_\_

Cell Phone No. \_\_\_\_\_ Email Address \_\_\_\_\_

Employed by: \_\_\_\_\_ Position: \_\_\_\_\_

I have been a registered voter in the City of Selma for 50 years.

I have been a resident of Selma for 71 years.

Have you ever been convicted of a felony? Yes ☐ No ☒  
(If your answer is "yes", please explain the nature of the felony conviction on a separate sheet of paper and attach it to this form).

Please state your educational background:

**\*High school graduate with some college**

**\*Licensed Commercial Pilot & Licensed Ag Pilot**

**\*Licensed Realtor**

Please list any organizations of which you are a member and any offices you have held in those organizations:

**\*Selma District Chamber of Commerce**

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**\*Elks Club**

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**\*Selma District Hospital Foundation (disbanded)**

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Please list any appointed public boards, commissions, or committees on which you have served, dates of service, and any chairmanship or office held:

**\*Selma Planning Commission, 2005-2008**

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**\*Fresno County Planning Commission, 1/2008-9/2012**

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**\*Chair, County Planning Commission, 21 consecutive months**

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**\*Selma Planning Commission, 11/2014-8/2020**

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**\*Chair, Selma Planning Commission**

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Do you believe your experience (personal, educational, professional) applies to your effectively serving on this Commission/Committee? If so, please explain:

**Having served on the Selma Planning Commission, as well as the County Planning Commission, as well as being Chair on both entities, I feel I have something positive to bring to our community.**

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Do you have any personal goals or objectives that might be achieved by serving on this Commission/Committee? If so, please explain:

**No personal goals or agenda other than to serve  
our community to the best of my abilities.**

References:

"I, the undersigned, acknowledge that this form, once it is submitted, is a public record and as such, the City of Selma will disclose the fact that it was filed and its contents upon receiving the appropriate request. By signing this form and submitting it to the City of Selma I hereby forever waive any claim of confidentiality and any claim of privacy which I may otherwise have in the content of this document and in the fact that it was filed with the City of Selma. I understand that this information is **NOT CONFIDENTIAL** in any way."

Signer: \_\_\_\_\_

Date 1/11/2021

***PLEASE RETURN YOUR COMPLETED APPLICATION TO THE CITY CLERK OF THE  
CITY OF SELMA, 1710 TUCKER STREET, SELMA, CA, 93662***

**POLICY RE APPOINTMENT OF INDIVIDUALS TO SERVE ON ADVISORY BODIES SUCH AS COMMISSIONS AND COMMITTEES FOR THE CITY OF SELMA.**

1. Incumbent Commissioners/Committee members are encouraged and invited to indicate in writing their interest in reappointment directly to the City Council via the City Manager.
2. Citizens in the community are invited to apply for nomination to an advisory body. Commissioners and committee members are invited to contact and encourage citizens in the community to apply for nomination. Individual commissioners and committee members are also encouraged to submit their suggestions for nominees directly to City Council members. The City Manager will receive, on behalf of the City Council, nominations and place them on file for consideration at the proper time.
3. All nominees will be asked to complete a brief application.
4. The City Council will interview nominees as a body of the whole or reserve the option to establish an interviewing committee from its membership.

See attached for supplemental Planning Commission supplemental questions.

**CITY OF SELMA**  
**SUPPLEMENTAL QUESTIONS**  
**FOR PLANNING COMMISSION CANDIDATES**

NOTE: If the space provided for answers is not sufficient, please attach additional sheets, continue your answer on that sheet, and identify the question being answered.

1. What special abilities, talents, and qualifications would you bring to the Planning Commission?

I have the experience of having been on two (2) different Planning  
Commissions before, both Selma & Fresno County. I also have the  
ability of listening to concerned citizens while also listening and  
deciding on the presentations of both sides to make a decision on  
what is most beneficial to the entire community.

2. What are the most important qualifications for being a Planning Commissioner?

The ability to listen and the ability to go against popular issues if it  
is in the best interest of the community as a whole.

3. What do you believe is the Planning Commission's most important function?

To insure that the growth of our community is following a steady and  
logical plan to benefit all the residents of Selma.

4. What do you believe are the most significant General Plan goals and policies, and why?

As the Central Valley is a ag driven economy, it is important to preserve as much ag ground as possible while also allowing for growth at the same time.

5. What part of the General Plan do you think will be the most difficult to implement and why?

Preserving ag land becuase development will naturally need additional ground. This means planned, logical growth. There is a fine line to walk.

6. What do you think will be the most significant planning issues facing the City of Selma over the next five years?

Water, infrastructure, fire and police while attempting to balance development and the necessary green spaces.

Is there any part of the local planning process that you would like to see changed?  
What? How? Why?

Having been away from the Selma Planning Commission for awhile  
I will need to get up to speed on the current issues before I can  
make a statement in this regard.

8. What do you feel should be the relationship between the Planning Commission and the City Council?

I have always felt the Council and the Planning Commission should  
work closely together to try and prevent any miscommunications or  
misconceptions.

Submitted by:

Date: 11/11/2021



JAN 24 2019

**CITY OF SELMA  
COMMISSION APPLICATION**

City of Selma

I hereby request to be considered as a nominee for the following City Commission or Committee:

☒ Planning☒ Personnel☐ Recreation &  
Community Services☐ Pioneer Village☐ Traffic/Streets☐ Measure "S" OversightNAME Theresa Salas

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_

Home Telephone No. \_\_\_\_\_

Business Telephone No. \_\_\_\_\_

Cell Phone No. \_\_\_\_\_

Email Address: \_\_\_\_\_

Employed by: \_\_\_\_\_

I have been a registered voter in the City of Selma for 40 years.I have been a resident of Selma for 49 years.Have you ever been convicted of a felony? Yes \_\_\_\_\_ No X

(If your answer is "yes", please explain the nature of the felony conviction on a separate sheet of paper and attach it to this form).

Please state your educational background:

Graduate of San Joaquin Memorial High SchoolAttended Reedley CollegeAttended CSU-Fresno

Please list any organizations of which you are a member and any offices you have held in those organizations:

Kiwanis Club of Greater Selma  
Past President  
Current Treasurer

Please list any appointed public boards, commissions, or committees on which you have served, dates of service, and any chairmanship or office held:

Do you believe your experience (personal, educational, professional) applies to your effectively serving on this Commission/Committee? If so, please explain:

Yes. Having worked for the City of Selma for 20 years, I feel I have a strong background in City government. I am familiar with planning, zoning, general plan and city codes.

Do you have any personal goals or objectives that might be achieved by serving on this Commission/Committee? If so, please explain:

I am at a time and place in my life where  
I have the time to give of myself  
to my community. It is my goal to become  
more involved in the City I reside in.

References (optional):

Pete Esraelean  
Mandeep Singh

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Date 1/24/19

**PLEASE RETURN YOUR COMPLETED APPLICATION TO THE CITY CLERK OF THE CITY OF SELMA, 1710 TUCKER STREET, SELMA, CA, 93662**

**CITY OF SELMA**

**SUPPLEMENTAL QUESTIONS**  
**FOR PLANNING COMMISSION CANDIDATES**

NOTE: If the space provided for answers is not sufficient, please attach additional sheets, continue your answer on that sheet, and identify the question being answered.

1. What special abilities, talents, and qualifications would you bring to the Planning Commission?

I am familiar with city government and  
I am well educated so I think I  
would make a good addition to the Commission.

2. What are the most important qualifications for being a Planning Commissioner?

Familiarity with city ordinances, general plan,  
types of zoning.

3. What do you believe is the Planning Commission's most important function?

To approve plans for the city that  
encourage economic development while  
following the general plan for the city.

4. What do you believe are the most significant General Plan goals and policies, and why?

To update Land Use designations to encourage growth and economic development

5. What part of the General Plan do you think will be the most difficult to implement and why?

Expanding the sphere of Influence.  
Both Kingsburg and Fowler are expanding and we are limited in the land available for expansion.

6. What do you think will be the most significant planning issues facing the City of Selma over the next five years?

Having enough land zoned for business and enough for housing.

7. Is there any part of the local planning process that you would like to see changed? What? How? Why?

Hire a Planning Community Development Director and Planner and Plans Checker so the approval process can be shortened to encourage developers to locate in Selma

8. What do you feel should be the relationship between the Planning Commission and the City Council?

They should work together to make changes that would benefit the long term goals of the City.

Submitted by: \_\_\_\_\_

\_\_\_\_\_ Date: 1/24/19

RECEIVED

NOV 19 2020

**CITY OF SELMA  
COMMISSION APPLICATION**

City of Selma

I hereby request to be considered as a nominee for the following City Commission or Committee:

☐ Planning /Traffic-Streets

☒ Personnel

☐ Recreation &  
Community Services

☒ Pioneer Village

☐ Measure "P" Oversight

☒ Measure "S" Oversight

NAME Louis Franco

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_

Home Telephone No. \_\_\_\_\_

Business Telephone No. \_\_\_\_\_

Cell Phone No. \_\_\_\_\_

Email Address \_\_\_\_\_

Employed by: \_\_\_\_\_ Position: \_\_\_\_\_

I have been a registered voter in the City of Selma for 36 years.

I have been a resident of Selma for 43 years.

Have you ever been convicted of a felony? Yes ☐ No ☒

(If your answer is "yes", please explain the nature of the felony conviction on a separate sheet of paper and attach it to this form).

Please state your educational background:

A.S degree



Please list any organizations of which you are a member and any offices you have held in those organizations:

Selma Business Alliance

Selma Lions

Selma Public Education Foundation - Secretary

Please list any appointed public boards, commissions, or committees on which you have served, dates of service, and any chairmanship or office held:

N/A

Do you believe your experience (personal, educational, professional) applies to your effectively serving on this Commission/Committee? If so, please explain:

Yes, I have perviously served on these commissions and understand the commissions role in the city.

Do you have any personal goals or objectives that might be achieved by serving on this Commission/Committee? If so, please explain:

My only goal is to serve my community.

References:

Bob Allen

Pete Esraelian

Nick Sahota

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D

Date 11-20-2020

**PLEASE RETURN YOUR COMPLETED APPLICATION TO THE CITY CLERK OF THE CITY OF SELMA, 1710 TUCKER STREET, SELMA, CA, 93662**

RECEIVED

JAN 24 2019

CITY OF SELMA  
COMMISSION APPLICATION

City of Selma

I hereby request to be considered as a nominee for the following City Commission or Committee:

☐ Planning /Traffic-Streets

☒ Recreation &  
Community Services

☒ Personnel

☐ Pioneer Village

☐ Measure "P" Oversight

☒ Measure "S" Oversight

NAME

Yolanda TORREZ

ADDRESS

CITY

Home Telephone

Cell Phone N

Employed

I have been a registered voter in the City of Selma for 30 years.

I have been a resident of Selma for 52 y

Have you ever been convicted of a felony? Yes \_\_\_\_\_ No ☒

(If your answer is "yes", please explain the nature of the felony conviction on a separate sheet of paper and attach it to this form).

Please state your educational background:

Manford High School Graduate  
2 yrs of Cosmetology School - UNLV

Please list any organizations of which you are a member and any offices you have held in those organizations:

Domestic Violence Advocate For  
Marjorie Mason Center.

Please list any appointed public boards, commissions, or committees on which you have served, dates of service, and any chairmanship or office held:

Selma Unified School District -  
Safety Committee - 2013-2014

Do you believe your experience (personal, educational, professional) applies to your effectively serving on this Commission/Committee? If so, please explain:

I strongly feel my experience with  
the above organization/Committee has  
given me the opportunity to work  
closely with individuals to resolve  
conflict and find resolutions to be  
open minded to other ideas.

Do you have any personal goals or objectives that might be achieved by serving on this Commission/Committee? If so, please explain:

My goal is to professionally represent  
the City of Selma. Work hard for final  
solutions in an effective and creative  
manner.

References:

Bob Allen - Chamber of Commerce - 891-2235  
Michael Kirchner - Director Selma Recreation - 891-2237  
Lance Baker - Business Owner - 281-6715

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Signed

Date

1-23-19

**PLEASE RETURN YOUR COMPLETED APPLICATION TO THE CITY CLERK OF THE  
CITY OF SELMA, 1710 TUCKER STREET, SELMA, CA, 93662**

**City of Selma  
Incumbent Commissioner  
Interest Form**

I hereby express interest in being reappointed to the following Commission:



Planning



Pioneer Village



Measure "S" Oversight



Personnel



Recreation & Community Services

NAME

Grey Garcia

ADDRESS

CITY

If need be may we call you at work?

Yes



No



What has been the best part of your service on this commission?

I have really enjoyed being a part of The City of Selma's movement towards it's potential as a residential and commercial hub in the Valley. It's been a slow process but I thing great things are coming Selma's way!

"I, the undersigned, acknowledge that this form, once it is submitted, is a public record and as such, the City of Selma will disclose the fact that it was filed and its contents upon receiving the appropriate request. By signing this form and submitting it to the City of Selma I hereby forever waive any claim of confidentiality and any claim of privacy which I may otherwise have in the content of this document and in the fact that it was filed with the City of Selma. I understand that this information is **NOT CONFIDENTIAL** in any way."

Grey Garcia

Date

5/3/21

**PLEASE RETURN YOUR COMPLETED APPLICATION TO THE  
CITY OF SELMA, 1710 TUCKER STREET, SELMA, CA, 93662**

**City of Selma  
Incumbent Commissioner  
Interest Form**

I hereby express interest in being reappointed to the following Commission:

- ☐ Planning      ☐ Pioneer Village      ☐ Measure "S" Oversight  
☐ Personnel      ☒ Recreation & Community Services

NAME Santiago Ocegüera

ADDRESS : \_\_\_\_\_

CITY \_\_\_\_\_

No. \_\_\_\_\_

Employed by: \_\_\_\_\_ Position: \_\_\_\_\_

If need be may we call you at work?      Yes ☐      No ☒

What has been the best part of your service on this commission? \_\_\_\_\_

helping community through parks and recreation and enriching  
their lives in the process.

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Signed \_\_\_\_\_

Date 5/5/21

**PLEASE RETURN YOUR COMPLETED APPLICATION TO THE**



**City of Selma  
Incumbent Commissioner  
Interest Form**

I hereby express interest in being reappointed to the following Commission:

☐ Planning                      ☐ Pioneer Village                      ☒ Measure "S" Oversight  
☐ Personnel                      ☐ Recreation & Community Services

NAME BRANDON SHUEMAKER

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ EMAIL ADDRESS \_\_\_\_\_

Home Telephone No. \_\_\_\_\_ Cell Phone No. \_\_\_\_\_ Business No. \_\_\_\_\_

Employed by: \_\_\_\_\_ Position: \_\_\_\_\_

If need be may we call you at work? Yes ☒ No ☐

What has been the best part of your service on this commission? THE BEST PART HAS BEEN TO BE ABLE TO PASS INFORMATION ON TO CITIZENS, COMMUNITY GROUPS AND BUSINESSES DURING MY DAILY ACTIVITIES THAT THEIR INVESTMENT IS PROVIDING A POSITIVE IMPACT ON OUR COMMUNITY AS WELL AS TO BE ABLE TO DISCLOSE THE PERSONNEL AND EQUIPMENT THAT ARE PROVIDING THAT INVESTMENT

"I, the undersigned, acknowledge that this form, once it is submitted, is a public record and as such, the City of Selma will disclose the fact that it was filed and its contents upon receiving the appropriate request. By signing this form and submitting it to the City of Selma I hereby forever waive any claim of confidentiality and any claim of privacy which I may otherwise have in the content of this document and in the fact that it was filed with the City of Selma. I understand that this information is **NOT CONFIDENTIAL** in any way."

Signed \_\_\_\_\_ Date 6-15-21

**PLEASE RETURN YOUR COMPLETED APPLICATION TO THE  
CITY OF SELMA, 1710 TUCKER STREET, SELMA, CA, 93662**

**City of Selma  
Incumbent Commissioner  
Interest Form**

I hereby express interest in being reappointed to the following Commission:

- ☐ Planning      ☒ Pioneer Village      ☒ Measure "S" Oversight  
☐ Personnel      ☐ Recreation & Community Services

NAME Charlotte "Char" Tucker

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ EI

Home Telephone \_\_\_\_\_

If need be may we call you at work? Yes ☒ No ☐

What has been the best part of your service on this commission? \_\_\_\_\_

Working on making Pioneer Village a place to hold community events & "show casing" the village & their historic buildings.

Working on raising money to restore older buildings as a part of Selma's history can live on. Making sure the history of these buildings can be passed on to the younger generation.

"I, the undersigned, acknowledge that this form, once it is submitted, is a public record and as such, the City of Selma will disclose the fact that it was filed and its contents upon receiving the appropriate request. By signing this form and submitting it to the City of Selma I hereby forever waive any claim of confidentiality and any claim of privacy which I may otherwise have in the content of this document and in the fact that it was filed with the City of Selma. I understand that this information is **NOT CONFIDENTIAL** in any way."

Signed \_\_\_\_\_ Date 5-4-21

**PLEASE RETURN YOUR COMPLETED APPLICATION TO THE  
CITY OF SELMA, 1710 TUCKER STREET, SELMA, CA, 93662**

**City of Selma  
Incumbent Commissioner  
Interest Form**

RECEIVED

1 2 6 2021  
City of Selma

I hereby express interest in being reappointed to the following Commission:

- ☐ Planning      ☐ Pioneer Village      ☐ Measure "S" Oversight  
☒ Personnel      ☐ Recreation & Community Services

NAME Glenn Niswander

ADDRESS 0 1 7 1

CITY Selma

Home Telephone No. 5

Employed by: \_\_\_\_\_ Position: 5

If need be may we call you at work? Yes ☒ No ☐

What has been the best part of your service on this commission? \_\_\_\_\_  
**Being able to continue to serve the City and my community.**

"I, the undersigned, acknowledge that this form, once it is submitted, is a public record and as such, the City of Selma will disclose the fact that it was filed and its contents upon receiving the appropriate request. By signing this form and submitting it to the City of Selma I hereby forever waive any claim of confidentiality and any claim of privacy which I may otherwise have in the content of this document and in the fact that it was filed with the City of Selma. I understand that this information is **NOT CONFIDENTIAL** in any way."

Signed \_\_\_\_\_ Date 3/1/21

**PLEASE RETURN YOUR COMPLETED APPLICATION TO THE  
CITY OF SELMA, 1710 TUCKER STREET, SELMA, CA, 93662**

**City of Selma  
Incumbent Commissioner  
Interest Form**

RECEIVED

JUN 1 2021

I hereby express interest in being reappointed to the following Commission: **City of Selma**

- ☐ Planning      ☐ Pioneer Village      ☐ Measure "S" Oversight  
☐ Recreation & Community Services      ☒ Personnel      ☐ Measure "P" Oversight

NAME

DANIEL SERIMIAN

ADDRESS

CITY

Home Telephone No

Employed by:

Position:

If need be may we call you at work?



Yes



No

What has been the best part of your service on this commission?

BEING ABLE TO PARTICIPATE IN LOCAL  
GOVERNMENT IN OUR COMMUNITY.

"I, the undersigned, acknowledge that this form, once it is submitted, is a public record and as such, the City of Selma will disclose the fact that it was filed and its contents upon receiving the appropriate request. By signing this form and submitting it to the City of Selma I hereby forever waive any claim of confidentiality and any claim of privacy which I may otherwise have in the content of this document and in the fact that it was filed with the City of Selma. I understand that information is **NOT CONFIDENTIAL** in any way."

**City of Selma  
Incumbent Commissioner  
Interest Form**

I hereby express interest in being reappointed to the following Commission:

- ☐ Planning      ☐ Pioneer Village      ☐ Measure "S" Oversight  
☐ Recreation & Community Services      ☒ Personnel      ☐ Measure "P" Oversight

NAME

Paula Rogers

ADDRESS

CITY

Home Teleph

Employed by:

If need be may we call you at work?      ☐ Yes      ☐ No

What has been the best part of your service on this commission? Coming from the HR field in Fresno County, I found it gave me great insight into the government's role in ensuring equity when handling personnel matters. I enjoy hearing both sides of the equation & weighing it out in the rules & regulations governing Human Resources.

"I, the undersigned, acknowledge that this form, once it is submitted, is a public record and as such, the City of Selma will disclose the fact that it was filed and its contents upon receiving the appropriate request. By signing this form and submitting it to the City of Selma I hereby forever waive any claim of confidentiality and any claim of privacy which I may otherwise have in the content of this document and in the fact that it was filed with the City of Selma. I understand that this information is **NOT CONFIDENTIAL** in any way."

Signed

Date

5-19-21

**PLEASE RETURN YOUR COMPLETED APPLICATION TO THE  
CITY OF SELMA, 1710 TUCKER STREET, SELMA, CA, 93662**

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

June 15, 2021

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**ITEM NO:** 5.

**SUBJECT:** Consideration of first reading, introduction, and public hearing on an Ordinance of the City Council of the City of Selma amending Title VI, Section 20 of the Selma Municipal Code granting authority to the Community Services Director to approve the possession and consumption of alcoholic beverages on the grounds of the Pioneer Village, or any structure therein

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**RECOMMENDATION:** It is recommended that the City Council: (1) hold a public hearing to receive comments; (2) waive the reading of Ordinance No. 2021-1 and read by title only; (3) introduce Ordinance No. 2021-1 an ordinance of the City Council of the City of Selma, California, amending Title VI, Section 20 of the Selma Municipal Code granting authority to the Community Services Director to approve the possession and consumption of alcoholic beverages on the grounds of the Pioneer Village, or any structure therein.

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**DISCUSSION:** The Pioneer Village has historically been used by the community for public and private parties (e.g. weddings, birthday parties, etc.), concerts, special events, and other community-oriented uses. In practice, alcohol is permitted at the discretion of the Selma Police Department and the Community Services Director, subject to a day license from the California Department of Alcoholic Beverage Control. As currently written, the Selma Municipal Code does not permit alcoholic beverage consumption (Title 6, Chapter 20) without the approval of the City Council and is only allowed for non-profit organizations.

The proposed amendment would simply bring the Municipal Code in line with the current practice of the City.

The proposed ordinance amendment was presented to the Pioneer Village Advisory Commission on May 20, 2021 and by the Planning Commission on May 24, 2021, which voted in support of the ordinance amendment.

Pursuant to California Environmental Quality Act (CEQA) Guidelines section 15305 - Minor alterations in land use limitations - it has been determined that this project will not have a significant effect on the environment and the project is categorically exempt from additional CEQA processes. The Categorical Exemption is attached.

The Public Notice was published one time in The Selma Enterprise on June 9, 2021.

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<u>/s/</u>	<u>06/18/2021</u>
Fernando Santillan, Community Development Director	Date
<u>/s/</u>	<u>06/18/2021</u>
Mikal Kirchner, Community Services Director	Date
<u>/s/</u>	<u>06/18/2021</u>
Isaac Moreno, City Manager	Date

**RESOLUTION NO. 2021-01**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SELMA,  
CALIFORNIA RECOMMENDING THE CITY COUNCIL APPROVE AN  
AMENDMENT TO THE SELMA MUNICIPAL CODE PERTAINING TO  
ALCOHOLIC BEVERAGE CONSUMPTION AT PIONEER VILLAGE**

**WHEREAS**, the City of Selma has historically made the Pioneer Village available for public rentals for events such as weddings, birthday parties, concerts, meetings, and other community-oriented uses; and

**WHEREAS**, the proposed changes to the Municipal Code would bring into alignment the current practice of the City relating to Pioneer Village rentals and approval of alcoholic beverage consumption; and

**WHEREAS**, the Pioneer Village Advisory Commission considered the proposed ordinance amendment on May 20, 2021, and voted in support of the ordinance amendment; and

**WHEREAS**, a public hearing notice was published on May 12, 2021, in the Selma Enterprise in accordance with all applicable local and state laws; and

**WHEREAS**, a duly noticed public hearing of the Selma Planning Commission was held at the regularly scheduled public meeting on May 12, 2021; and

**WHEREAS**, the Planning Commission, after holding a public hearing, considered Exhibit A, the staff report and recommendations together with all public testimony of interested parties; and

**WHEREAS**, reflecting independent judgment and analysis, the Planning Commission determined that the project will not have a significant effect on the environment based upon the information received and Staff's review and Assessment, and the project, as proposed, qualifies as a Class 5 Categorical Exemption pursuant to California Environmental Quality Act ("CEQA") Guidelines Section 15305 because it is an action that consists of minor alterations in land use limitations in areas with an average slope of less than 20%, which do not result in any changes to land use or density, meeting the conditions described in Section 15305.

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

1. The Planning Commission finds that all of the facts set forth in the Recitals of this Resolution are true and correct and are incorporated herein by reference.
2. All necessary public meetings and opportunities for public testimony and comment have been conducted in compliance with State Law and the Municipal Code of



the City of Selma.

3. The Planning Commission approves this Resolution and recommends approval of the Categorical Exemption and adoption of the draft Ordinance (attached as Exhibit A)

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

5. The Secretary of the Planning Commission shall certify to the adoption of this Resolution, and that the same shall be in full force and effect. The Planning Commission hereby directs the Secretary to transmit a copy of this Resolution to the City Clerk of the City of Selma.

**PASSED, APPROVED AND ADOPTED** by the Planning Commission of the City of Selma at a regular meeting held on May 24, 2021, by the following vote, to wit:

AYES: 6 COMMISSIONERS: Coury, Gonzalez, Juarez, Sandhu, Sekhon, Garcia

NOES: 0 COMMISSIONERS: None

ABSTENTION: 0 COMMISSIONERS: None

ABSENT: 1 COMMISSIONERS: Singh



GREG GARCIA  
CHAIRMAN OF THE COMMISSION

ATTEST:



Fernando Santillan  
Secretary, Selma City Planning Commission

---

ORDINANCE NO. 2021 - \_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE  
CITY OF SELMA AMENDING CHAPTER 20 OF TITLE 6 OF THE  
SELMA MUNICIPAL CODE RELATING TO ALCOHOLIC BEVERAGES AT THE  
PIONEER VILLAGE

---

THE CITY COUNCIL OF THE CITY OF SELMA DOES HEREBY ORDAIN as follows:

SECTION 1: Section 4 of Chapter 20 of Title VI (6-20-4) of the Municipal Code of the City of Selma is hereby amended to read as follows:

“6-20-4: Pioneer Village; Alcoholic Beverages

No person shall have in his or her possession, or consume any beer, wine, or other intoxicating beverage on the grounds of Pioneer Village or in any of the structures therein, unless such possession and/or consumption is in conjunction with a public or private event, gathering, or function approved for the consumption of alcohol by the Community Services Director by application and rental or use agreement. Any event, gathering, or function that involves the consumption of alcohol must obtain a day license from the California Department of Alcoholic Beverage Control and shall be subject to all rules and regulations of Pioneer Village. ~~No organization shall sponsor or hold an event, gathering, or public function which permits the consumption of alcoholic beverages in violation of this section. A community organization may apply to the council for permission to sponsor or hold an event, gathering, or function involving the consumption of alcoholic beverages otherwise prohibited by this section. The council-Community Services Director and eChief of pPolice may impose conditions on any event, gathering, or function that involves the consumption of alcohol to protect the public health and safety. Any organization requesting an approval under this section must present written evidence that the organization has obtained from the internal revenue service an exemption determination under internal revenue code section 501.~~ This section shall not be deemed to make punishable any act or acts which are prohibited by any law of the state.

\* \* \* \* \*

I, REYNA RIVERA, City Clerk of the City of Selma, do hereby certify that the foregoing Ordinance was introduced at the \_\_\_\_\_ regular City Council meeting and duly adopted at a regular meeting held on \_\_\_\_\_, by the following vote, to wit:

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

\_\_\_\_\_  
Scott Robertson  
Mayor of the City of Selma

ATTEST:

\_\_\_\_\_  
Reyna Rivera  
City Clerk of the City of Selma

APPROVED AS TO FORM:

\_\_\_\_\_  
Mary F. Lerner  
City Attorney

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

**June 21, 2021**

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**ITEM NO: 6.**

**SUBJECT:** Public Hearing to consider Submittal No. 2021-0002 (Amberwood Specific Plan Phase 1), and Adoption of Resolutions Approving Zone Change (pre-zoning), Vesting Tentative Subdivision Map Tract 6244, Initiation of Amberwood Specific Plan Annexation, and Notice of Exemption. Public Hearing and First Reading of Ordinance Changing Zone Map.

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**DISCUSSION:** The above applications were submitted by Jeff Callaway with Lennar Homes and considered by the Planning Commission on May 24, 2021, where the Planning Commission voted to recommend that the City Council approve Application 2021-0002. The Planning Commission Resolutions from May 24, 2021 are included herein (Attachment 1).

The site is currently comprised of five vacant parcels (Assessor's Parcel Numbers 358-100-08, 358-100-09, 358-100-10, 358-100-11, and a portion of 358-196-02) (Attachment 2). Lennar Homes is proposing the annexation of 94.53 acres (Attachment 3), pre-zoning the property, and subdividing a portion of the property to accommodate a 270-lot single family residential subdivision and 2 outlots on 55.06 gross acres (47.1 net acres) located on the northeast corner of E Floral Avenue and Dockery Avenue (Attachment 4). The site is surrounded by housing development to the west, Abraham Lincoln Middle School to the north, vacant land to the east, and vacant land to the south. The proposed subdivision will be constructed in one phase comprising of three different home products, a centrally located 2-acre park (Outlot A), and an additional 0.11-acre park (Outlot B) along the west entry of the project. The parks would be constructed by the Applicant and maintained by the city through a Landscape and Lighting Maintenance District. A proposed conceptual design of the layout, street sections, and park design is included as Attachment 4. The proposed subdivision will be consistent with the City of Selma General Plan and the intent of the Amberwood Specific Plan by providing opportunities for different types of housing and will comply with all applicable development standards.

The California State Subdivision Map Act provides that a local agency must make certain findings prior to making recommendations on any tentative parcel map. Staff has prepared a resolution for approval incorporating the required findings and conditions of approval. Vesting Tentative Subdivision Map (Tract No. 6244) is consistent with the provisions of the California State Subdivision Map Act.

**Specific Plan Consistencies**

The proposed project conforms to the intention of the adopted Amberwood Specific Plan (Specific Plan). The Amberwood Specific Plan and EIR was originally adopted by the Selma City Council on November 2, 2015.

The site is proposed to be rezoned as R-M Residential–Medium (R-M SP-AMB), which allows a density of up to 9 DU/AC. The proposal will create 270 lots for a total of 5.73 DU per net acre. The minimum lot size for the R-M zone is 3,000 SF. The proposed lots range in size from 3,994 SF to 13,154 SF. The proposed density and lot sizes align with those allowed in the Amberwood Specific Plan R-M zoning designation.

Though the Amberwood Specific Plan designates this neighborhood as Low Density Residential, the Specific Plan allows for variations within the plan area. Section 1.6.5 states, “Variations may consist of adjustments to land use and zoning district boundaries, density transfers between designated neighborhood areas so long as the overall unit count is not exceeded, and adjustments to interior roadway alignments and infrastructure as a result of detailed engineering information. Variations may be approved by the Director provided that they are substantially consistent with the overall intent of the Specific Plan and do not result in significant impacts not already addressed by the EIR or by subsequent environmental documents.”

This increase in density and variation in lot sizes complies with the intent of the Specific Plan to provide a variation of housing types to support different housing needs. Staff will require that future developers within the Amberwood Specific Plan provide a running total of the lot count within the Specific Plan area to assure that each additional proposed subdivision map meets the overall intended lot count for the overall Specific Plan area.

### Circulation

Floral Avenue is an existing arterial street. A median is planned for Floral Avenue within the limits of the subdivision. A new collector street to the east of the proposed subdivision is also planned (Street L). Street improvements to support area circulation and to alleviate the potential for traffic congestion are planned from Dockery Avenue to Floral Avenue and are listed in the Conditions of Approval. For example, Condition #15 requires that the frontage and access on Floral Avenue, a collector street, to be developed to an ultimate width of a sixty-two (62') foot Floral Avenue public right-of-way on the north side and twenty-five (25') foot Floral avenue ROW on the south side. The street improvements consist of curb, gutter, sidewalk, and streetlights on the north side of Floral Avenue in accordance with the Amberwood Specific plan.

A block wall is proposed to be located along the western perimeter of the proposed Vesting Tentative Subdivision Map 2021-0002 (Tract 6244) (North Dockery Avenue), along the eastern perimeter (Street L), and along the southern perimeter (Floral Avenue).

The Applicant is proposing for Tract 6244 to consist of 3 different lot plans: California Series (80 homesites), Coronet (95 homesites), and Clementine (95 homesites). The elevations, floorplans, and renderings for each of these plans can be seen in Attachment 6.

### Utilities and Infrastructure

California Water Service Company (Cal Water) will provide domestic water for Amberwood by water mains located in Floral Avenue. Wastewater will be collected in a community-wide sanitary sewer system for the proposed Project. The Selma-Kingsburg-Fowler (SKF) Sewage Treatment Plant, which is located west of Highway 99 and west of

Kingsburg, will be used for the treatment and disposal of the sewage generated by the project.

Though the expectation for storm drainage initially is to drain into the existing system, the developer will have to provide the infrastructure for that activity. Eventually, at full buildout, Amberwood Specific Plan Area storm drain water will be collected and detained on-site through the storm drainage system as described in the Amberwood Specific Plan. The storm drainage system will be designed to collect stormwater runoff in individual neighborhoods and convey it to the linear park via a traditional inlet and pipe system. Best management practices will be used to assure water quality. As a part of the annexation, the parcels would be detached from the Fresno County Fire Protection District, the Kings River Conservation District, and the Consolidated Irrigation District.

**Subdivision Map Act Findings**

To approve the Vesting Tentative Subdivision Map No. 2021-0002, the City Council is required by the Subdivision Map Act to make findings in accordance with the act (Government Code §66410, *et seq.*). The following findings are recommended for adoption by the City Council.

1. Finding: The proposed division of land is consistent with the objectives, policies, general plan land uses, and programs adopted with the General Plan. (Government Code §66473.5)

Evidence: The site is designated as Medium Low Density in the General Plan. The proposed tentative map at 5.73 DU/AC is in accordance with the density requirements of this General Plan designation.

2. Finding: The proposed division of land complies with requirements as to improvement and design.

Evidence: The site is essentially level, contains no trees, and will, once subdivided, meet the minimum design requirements for subdivisions in the neighborhood. The lots, upon creation, will support development which will meet City of Selma and Amberwood Specific Plan zoning requirements. In addition, the developer will be required to comply with the conditions of approval that secure the adherence to the City's infrastructure design standard requirements for future residential development of the site.

3. Finding: The proposed division of land complies with requirements for flood water drainage control.

Evidence: Conditions of approval will require the subdivision to provide storm drainage infrastructure to drain into existing facilities in accordance with adopted City development standards.

4. Finding: The proposed division of the property is consistent with the General Plan land use designation.

Evidence: The parcels proposed supports the development of single family residential General Plan land use designation of Medium Low Density Residential.

5. Finding: That the design or improvement of the proposed subdivision is consistent with applicable general or specific plans.

Evidence: The proposed project substantially conforms to the adopted Amberwood Specific Plan.

6. Finding: The site is physically suitable for the development proposed.

Evidence: The proposed project is consistent with the design and improvement of a single-family residential project. The site has a generally flat topography and does not contain any unique topographical features.

7. Finding: The site is physically suitable for the proposed density.

Evidence: The lots created by the subdivision have sufficient size, configuration, and access to satisfy the criteria applicable to the site and can physically support single-family residential uses promoted under the General Plan. In addition, as noted in Finding 6, the site has a generally flat topography and does not contain any unique topographical features.

8. Finding: The design of the proposed division and improvements will not cause environmental damage or injure fish, wildlife, or their habitat.

Evidence: The project is located on property where people have altered the land through agricultural type uses.

9. Finding: The design of the proposed division and improvements will not cause serious public health problems.

Evidence: Adequate measures have been applied with the conditions of approval to address potential concerns related to public health, including, but not limited to, provisions for water for domestic use and fire protection, extension of sanitary sewer facilities to ensure proper management of wastewater, installation of necessary storm drainage, construction of proper public streets and sidewalk, flood control measures, and provision for proper and orderly timing for construction of necessary improvements.

10. Finding: The design of the subdivision or the type of improvements will not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision.

Evidence: Based on the proposed design, the type of improvements will not conflict with any easements acquired by the public for access.

11. Finding: The design of the proposed subdivision provides, to the extent feasible, for future passive or natural heating and cooling opportunities (Government Code §66473.1).



Evidence: The design of the project will meet the 2017 California Green Building Code which ensures that buildings will provide for energy efficiency.

12. Finding: The effects of the proposed subdivision on the housing needs of the region were considered and that those needs are balanced against the needs for public services and the available fiscal and environmental resources (Government Code §66412.3).

Evidence: The Vesting Tentative Subdivision Map and resulting parcels are consistent with the City's Housing Element.

13. Finding: Approval of Vesting Tentative Subdivision Map Tract 6244 is a project subject to the provisions of the California Environmental Quality Act.

Evidence: Findings in support of Article 12. Special Situations - Section 15182 Projects Pursuant to a Specific Plan Exemption are include below (Section 15182 of California Environmental Quality Act ("CEQA") Guidelines, Title 14, Chapter 3 of the California Code of Regulations).

#### *Environmental (CEQA)*

Certain residential, commercial, and mixed-use projects that are consistent with a specific plan adopted pursuant to Title 7, Division 1, Chapter 3, Article 8 of the Government Code are exempt from CEQA, as described in section 15182 in the CEQA Guidelines. Where a public agency has prepared an EIR on a specific plan after January 1, 1980, a residential project undertaken pursuant to and in conformity to that specific plan is exempt from CEQA.

The Amberwood Specific Plan was originally adopted on November 2, 2015, by the Selma City Council. An Environmental Impact Report (EIR) for the Amberwood Specific Plan (SCH# 2007051003) was prepared for the Specific Plan pursuant to CEQA Guidelines. This EIR addresses the potential environmental impacts associated with the Specific Plan and is intended to serve as an EIR document for the planning area. The EIR will apply to future development projects, tentative maps, and other development processed in conformance with the Specific Plan.

The proposed annexation, prezone, and Vesting Tentative Subdivision Map are consistent with the Specific Plan. This project was reviewed under that EIR and found to be consistent with no additional environmental evaluation required. There are no substantial changes to the proposed project or circumstances, and no new information that requires additional environmental review pursuant to CEQA Guidelines Section 15162. Therefore, the Project is exempt from CEQA pursuant to Section 15182 of the CEQA Guidelines (Attachment 10).

#### *Community Outreach*

The Applicant, in conjunction with City staff, hosted a community meeting on June 10, 2021 to discuss neighbor concerns with the proposed project that were raised during the May 24, 2021 Planning Commission meeting. The two main concerns raised by the

community were: a) Proposed through traffic along North Dockery Avenue and b) whether the Applicant could limit the number of small square footage homes along Dockery Avenue.

At this community meeting, the Applicant proposed alternatives to mitigate neighbor concerns. Based on feedback received from the community, the Applicant is now proposing to develop a cul-de-sac roadway at the end of N. Dockery Avenue which would prevent vehicular access to Floral Ave via N. Dockery Ave, thereby reducing the traffic impacts for residents along N. Dockery Ave., in lieu of connecting N. Dockery Ave to Street B. There would still be pedestrian access from N. Dockery to Street B.

The public hearing for Application 2021-0002 has been duly noticed for this meeting in the Selma Enterprise (Attachment 11).

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**RECOMMENDATION:**

Adopt Resolution, Initiating Amberwood Specific Plan Reorganization (Annexation No 2021-0002) thereby annexing 94.53 acres of the Amberwood Specific Plan Area to the City of Selma and the Selma-Kingsburg-Fowler County Sanitation district and detaching from the Fresno County Fire Protection District, the Kings River Conservation District, and the Consolidated Irrigation District.

Hold Public Hearing, introduce and waive the first reading of Ordinance amending Chapter 2 of the Selma Municipal code (Zoning Boundary map) for the City of Selma subsequent to pre-zone subject parcels under Application 2021-0002 to R-M AMB (Medium Density Residential-Amberwood Specific Plan) zoning.

Adopt Resolution, approving Tentative Subdivision Map Tract No. 6244, dividing 55.1-acres into 270 single-family lots and two parks, with Findings for Approval and Conditions of Approval.

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<u>/s/</u>	<u>06/18/2021</u>
Wes Carlson, City Attorney for City of Selma	
<u>/s/</u>	<u>06/18/2021</u>
Fernando Santillan, Community Development Director	

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***Attachments***

1. May 24, 2021 Planning Commission Resolutions
2. Location Map
3. Annexation Map
4. Vesting Tentative Subdivision Map
5. Conceptual Layout, Street Sections, and Park Design
6. 3 Home types
7. Resolution approving Annexation
8. Ordinance approving Pre-zoning
9. Resolution approving Vesting Tentative Subdivision Map (Tract 6244)
10. Notice of Exemption
11. Public Hearing Notice

**RESOLUTION NO. 2021-01**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SELMA, CALIFORNIA RECOMMENDING THE CITY COUNCIL APPROVE AN AMENDMENT TO THE SELMA MUNICIPAL CODE PERTAINING TO ALCOHOLIC BEVERAGE CONSUMPTION AT PIONEER VILLAGE**

**WHEREAS**, the City of Selma has historically made the Pioneer Village available for public rentals for events such as weddings, birthday parties, concerts, meetings, and other community-oriented uses; and

**WHEREAS**, the proposed changes to the Municipal Code would bring into alignment the current practice of the City relating to Pioneer Village rentals and approval of alcoholic beverage consumption; and

**WHEREAS**, the Pioneer Village Advisory Commission considered the proposed ordinance amendment on May 20, 2021, and voted in support of the ordinance amendment; and

**WHEREAS**, a public hearing notice was published on May 12, 2021, in the Selma Enterprise in accordance with all applicable local and state laws; and

**WHEREAS**, a duly noticed public hearing of the Selma Planning Commission was held at the regularly scheduled public meeting on May 12, 2021; and

**WHEREAS**, the Planning Commission, after holding a public hearing, considered Exhibit A, the staff report and recommendations together with all public testimony of interested parties; and

**WHEREAS**, reflecting independent judgment and analysis, the Planning Commission determined that the project will not have a significant effect on the environment based upon the information received and Staff's review and Assessment, and the project, as proposed, qualifies as a Class 5 Categorical Exemption pursuant to California Environmental Quality Act ("CEQA") Guidelines Section 15305 because it is an action that consists of minor alterations in land use limitations in areas with an average slope of less than 20%, which do not result in any changes to land use or density, meeting the conditions described in Section 15305.

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

1. The Planning Commission finds that all of the facts set forth in the Recitals of this Resolution are true and correct and are incorporated herein by reference.
2. All necessary public meetings and opportunities for public testimony and comment have been conducted in compliance with State Law and the Municipal Code of

the City of Selma.

3. The Planning Commission approves this Resolution and recommends approval of the Categorical Exemption and adoption of the draft Ordinance (attached as Exhibit A)

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

5. The Secretary of the Planning Commission shall certify to the adoption of this Resolution, and that the same shall be in full force and effect. The Planning Commission hereby directs the Secretary to transmit a copy of this Resolution to the City Clerk of the City of Selma.

**PASSED, APPROVED AND ADOPTED** by the Planning Commission of the City of Selma at a regular meeting held on May 24, 2021, by the following vote, to wit:

AYES: 6 COMMISSIONERS: Coury, Gonzalez, Juarez, Sandhu, Sekhon, Garcia

NOES: 0 COMMISSIONERS: None

ABSTENTION: 0 COMMISSIONERS: None

ABSENT: 1 COMMISSIONERS: Singh



GREG GARCIA  
CHAIRMAN OF THE COMMISSION

ATTEST:



Fernando Santillan  
Secretary, Selma City Planning Commission

**RESOLUTION NO. 2021-02**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SELMA, CALIFORNIA MAKING FINDINGS AND RECOMMENDING TO THE CITY COUNCIL APPROVAL OF 2021-0002 VESTING TENTATIVE SUBDIVISION MAP (TRACT 6244) WITH CONDITIONS OF APPROVAL AND NOTICE OF EXEMPTION**

**WHEREAS**, Lennar Homes filed a Vesting Tentative Subdivision Map application to subdivide a predominantly vacant 55.1 acre site to allow development of a single-family residential subdivision ("Project"); and,

**WHEREAS**, the City reviewed the submitted Vesting Tentative Subdivision Map (Tract 6244) and determined that the Project complies with the requirements of the Amberwood Specific Plan, City Code, and the State Subdivision Map Act; and,

**WHEREAS**, the lots will range in size from 3,994 SF to 13,154 SF; and,

**WHEREAS**, the Project will create 270 lots and two (2) parks for a total of 5.73 DU per net acre and 4.9 DU per gross acre which will be consistent with the proposed R-M rezoning designation; and,

**WHEREAS**, notice of the Planning Commission's May 24, 2021, public hearing for the Project was published in The Selma Enterprise on May 13, 2021, in compliance with the City's Code and Government Code Section 65091,

**WHEREAS**, notice of the Planning Commission's May 24, 2021 public hearing on the Project was also mailed to property owners within 300 feet of the Property on May 13, 2021; and,

**WHEREAS**, on May 24, 2021, the Planning Commission of the City of Selma conducted a duly noticed public hearing on the Project, and considered all testimony written and oral presented during the public hearing, as well as the facts detailed in the May 24, 2021, staff report, which is hereby incorporated by reference; and,

**WHEREAS**, the Project was reviewed under the Environmental Impact Report for the Amberwood Specific Plan (SCH 2007051003) and found to be in substantial conformance with the approved EIR; and,

**WHEREAS**, the Planning Commission conducted a public hearing, as heretofore specified, and deliberated and prepared the following findings of fact for approval listed and included in this Resolution, based on the reports, evidence and verbal presentations:

1. Finding: The proposed division of land is consistent with the objectives, policies, general plan land uses, and programs adopted with the General Plan because the

site is designated as Medium Low Density in the General Plan. The proposed tentative map at 5.73 DU/AC is in accordance with the density requirements of this General Plan designation.

2. Finding: The proposed division of land complies with requirements as to improvements and design because the site is essentially level, contains no trees, and will, once subdivided, meet the minimum design requirements for subdivisions in the neighborhood.
3. Finding: The proposed division of land complies with requirements for flood water drainage control because conditions of approval will require the subdivision to provide storm drainage infrastructure to drain into existing facilities in accordance with adopted City development standards.
4. Finding: The proposed division of the property is consistent with the General Plan land use designation because the parcels proposed supports the development of single family residential that is consistent with the Medium Low Density Residential designation.
5. Finding: That the design or improvement of the proposed subdivision is consistent with applicable general or specific plans because the proposed project substantially conforms to the adopted Amberwood Specific Plan.
6. Finding: The site is physically suitable for the development proposed because the proposed project is consistent with the design and improvement of a single-family residential project.
7. Finding: The site is physically suitable for the proposed density because the lots created by the subdivision have sufficient size, configuration, and access to satisfy the criteria applicable to the site and can physically support single-family residential uses promoted under the General Plan.
8. Finding: The design of the proposed division and improvements will not cause environmental damage or injure fish, wildlife, or their habitat because the project is located on property where people have altered the land through agricultural type uses.
9. Finding: The design of the proposed division and improvements will not cause serious public health problems because adequate measures have been applied with the conditions of approval to address potential concerns related to public health, including, but not limited to, provisions for water for domestic use and fire protection, extension of sanitary sewer facilities to ensure proper management of wastewater, installation of necessary storm drainage, construction of proper public streets and sidewalk, flood control measures, and provision for proper and orderly timing for construction of necessary improvements.

10. Finding: The design of the subdivision or the type of improvements will not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision because based on the proposed design, the type of improvements will not conflict any easements acquired by the public for access.
11. Finding: The design of the proposed subdivision provides, to the extent feasible, for future passive or natural heating and cooling opportunities because the design of the project will meet the 2017 California Green Building Code which ensures that buildings will provide for energy efficiency.
12. Finding: The effects of the proposed subdivision on the housing needs of the region were considered and that those needs are balanced against the needs for public services and the available fiscal and environmental resources because the Tentative Subdivision Map and resulting parcels are consistent with the City's Housing Element.
13. Finding: Approval of 2021-0002 Vesting Tentative Subdivision Map (Tract 6244) is exempt from further environmental review required by the California Environmental Quality Act ("CEQA") in accordance with CEQA Guidelines Section 15182(c) due to the evaluation conducted under the Amberwood Specific Plan Environmental Impact Report (SCH 2007051003) and no events described in CEQA Guidelines Section 15162 have occurred related to the project.

**WHEREAS**, the Planning Commission, having made its Findings for Approval, is of the opinion 2021-0002 Vesting Tentative Subdivision Map (Tract 6244) should be recommended to the City Council for approval subject to certain conditions of approval listed below:

1. The Tract Map and all phases thereof shall include a "Right to Farm" covenant statement acknowledged by separate recorded instrument to ensure that normal farming operations may continue adjacent and nearby agricultural uses and properties for each phase.
2. Each phase of the Tract Map shall be submitted to the City Engineer, and should include, but not be limited to, the current filing fees, closure calculations, current preliminary title report, legal descriptions, and drawings of required dedications.
3. The Subdivider or Successor in Interest shall submit to the City Engineer, a set of construction plans on 24" x 36" sheets with City standard title block for all required improvements (the 'Improvement Plans'). The Improvement Plans shall be prepared by a registered civil engineer, and shall include a site grading and drainage plan and an overall site utility plan showing locations and sizes of sewer, water, irrigation, and storm drain mains, laterals, manholes, meters, valves, hydrants, and other facilities, such as medians and stamped concrete, etc. Plan check and inspection fees per City of Selma shall be paid with the first



submittal of said Improvement Plans. All Improvement Plans for each phase shall be approved by the City and all other involved agencies prior to the release of any development permits, unless otherwise approved by the City.

4. The design and construction of all off-site improvements shall be in accordance with City standards and construction specifications. The design of the roads including number of lanes, median islands and landscape requirements shall conform to the Amberwood Specific Plan. The Subdivider or Successor in Interest shall furnish to the City acceptable security to guarantee the construction of the off-site street improvements in accordance with the Subdivision Map Act.
5. The Subdivider or Successor Interest shall comply with and be responsible for obtaining encroachment permits from the City of Selma for all work performed within the City's right-of-way.
6. The Subdivider or Successor in Interest shall provide a dedication for a ten (10) foot public utility easement along all frontages of all lots as approved by the City Engineer and the public utility companies. No public utility easements (electric, gas, cable, telephone, sewer, water) shall be permitted in rear lot setback areas.
7. The Subdivider or Successor in Interest shall comply with the requirements of Pacific, Gas and Electric Company (PG&E), AT&T, Comcast. The City shall not accept first submittals without proof that the Subdivider has paid the appropriate PG&E engineering fees and provided PG&E with a set of plans showing proposed electrical vaults and proposed sidewalk and curb grades adjacent to the vaults.
8. No above-ground transformer is permitted on the required sidewalk within the public right-of-way. All existing overhead and new utility facilities located on-site, or within the street rights-of-way adjacent to this subdivision shall be undergrounded. The Subdivider or Successor in Interest shall utilize screening techniques recommended pursuant to PG&E design descriptions or additional architectural features as determined by the Community Development Department as approved by the City Engineer.
9. All underground utilities installed under streets shall be backfilled, compacted, tested, and approved by the City Engineer prior to placement of any aggregate base or asphalt concrete surfacing. Easements for utilities, including water, gas, telephone, electricity, sewage, pedestrian access, fire access, storm drainage and irrigation facilities shall be provided, as required.
10. The Subdivider or Successor in Interest shall install streetlights to City standards at the locations designated by the City Engineer. Streetlight locations shall be shown on the utility plans submitted with the final map for approval indicating conveyance of the streetlights to the City of Selma. The design, type of metal poles and tamper proof pull boxes shall be reviewed and approved by the City

Engineer. All lighting fixtures shall have a sharp cut-off feature near the property line. Ambient light and glare outside of the project shall be minimized to residential levels.

11. Drainage, grading, on-site and utility improvements shall be in accordance with plans reviewed and approved by the City Engineer. The Subdivider or Successor in Interest shall be responsible for the preparation of plans. They shall construct storm drainage facilities as deemed necessary by the City Engineer to service the project site. Said facilities must be dedicated to the City of Selma.
12. Grade differentials between lots and adjacent properties shall be adequately shown on the grading plan and shall be treated in a manner in conformance with City of Selma standards (i.e., retaining walls).
13. Individual lot grading shall comply with the current edition of the California Building Code. The Subdivider or Successor in Interest shall submit an updated typical lot grading diagram for review and approval by the City Engineer.
14. Design and construction of all street cross sections and required off-site improvements shall be in accordance with City specifications and as approved by the City Engineer.
15. The frontage and access on Floral Avenue, a collector street, shall be developed to an ultimate width of a sixty-two (62) foot Floral Avenue public right-of-way on the north side and twenty-five (25) foot Floral avenue ROW on the south side. The street improvements consist of curb, gutter, sidewalk, and streetlights on the north side of Floral Avenue in accordance with the Amberwood Specific plan.
16. All other interior streets shall be constructed to the Amberwood Specific Plan and City of Selma standards, including standard curb, gutter, park landscape strips, sidewalk, handicap ramps, street lighting and full width permanent paving (36' permanent), pavement marking and signage, pursuant to review and approval by the City Engineer.
17. All driveway approaches shall be reviewed for line-of-sight distance and approved by the City Engineer.
18. Traffic and road signs shall be installed in conformance to requirements and as approved by the City Engineer and designed to the CA MUTCD.
19. The Subdivider or Successor in Interest shall enter into a Subdivision Agreement in accordance with the City of Selma Municipal Code prior to approval of each phase.
20. The Subdivider or Successor in Interest shall not install any fences, temporary or

permanent, in the public right-of-way.

21. Design and structural details for the type and style of the block walls shall be submitted to the Community Development Department and the City Engineer for review and approval by the City Council prior to the approval of Phase I. Each phase will be reviewed by the Community Development Department for compliance with the original conditions for the construction, decorative construction pilaster columns and placement of the block wall. The wall facing materials shall be of decorative block such as brick or split faced concrete block with textured block accents.
22. All mechanical equipment (air conditioners or dual pack) shall be located in the attic or on the ground on foundations.
23. After all improvements have been constructed and accepted by the City, the Subdivider or Successor in Interest shall submit to the City Engineer, one blue line copy of the approved set of construction plans revised to reflect all field revisions and marked "AS-BUILT" for review and approval.
24. Upon approval of the "AS-BUILTS" by the City, the Subdivider or the Successor in Interest shall provide to the City Engineer, one (1) reproducible and one (1) copy of the "AS-BUILTS", and one (1) copy on diskette, CD or similar digital storage media that is compatible with Auto CAD.
25. The Subdivider or the Successor in Interest shall provide the City Engineer with original Improvement Plans and Auto CAD files of the Final Map, Improvement Plans, and all drawings prepared on Auto CAD.
26. The Subdivider or the Successor in Interest shall contact the Regional Water Quality Board and comply with all requirements, pay all applicable fees required, obtain any required NPDES permit and implement Best Available Technology Economically Achievable and Best Conventional Pollutant Control Technology to reduce or eliminate storm water pollution for each phase.
27. The Subdivider or the Successor in Interest shall provide a covenant for the Landscape and Lighting Maintenance District. The Subdivider or the Successor in Interest acknowledges and agrees that such request serves as a petition pursuant to California State Proposition 218 and no further election will be required for the establishment of the initial assessment. The assessment for each lot must be obtained from the City for the tax year following the recordation of the Final Map. The estimated annual assessment is subject to limited annual adjustments. The Subdivider or Successor in Interest shall notify all potential lot buyers before they actually purchase a lot, that this tract is a part of a Landscape and Lighting Maintenance District and shall inform potential buyers of the assessment amount. Said notification shall be in a manner approved by the City. The Subdivider or the Successor in Interest shall supply all necessary assessment

diagrams and other pertinent materials for the Landscape and Lighting Maintenance District annually until the year subsequent of recording of the Final Tract Map and assignment of new assessor's parcel numbers by the county.

28. Monuments as described in Condition No. 29 shall be set as required by City standards and shall be shown on the Final Map.
29. The Subdivider or the Successor in Interest shall install all major street monumentation and section corner monumentation within the limits of the project work in accordance with City standards prior to final acceptance of the project. Monumentation at the street center line intersections shall conform to City Standards drawing No. 0-21. Any existing section corner or property corner monuments damaged by this development shall be reset to the satisfaction of the City Engineer. A licensed land surveyor or civil engineer licensed to perform land surveying shall certify the placement of all required monumentation prior to final acceptance. Within five (5) days after the final setting of all monuments, the engineer or surveyor shall give written notice to the City Engineer that the final monuments have been set. Upon payment to the engineer or surveyor for setting the final monuments, the applicant shall present to the City Engineer evidence of the payment and receipt thereof by the engineer or surveyor.
30. The Subdivider or the Successor in Interest is to work with the City Engineer to identify the scope of the offsite improvements that will be required with this development, the mitigations that were outlined in the Traffic impact study prepared by RD Engineering dated May 2020 will be the basis of the requirements.
31. The Subdivider or Successor in Interest shall extend the water main east on Floral from Dockery to Street L and north along Street L from Floral to the end of the property.
32. All Development and construction activities shall comply with the San Joaquin Valley Air Pollution Control District's (SJVAPCD) applicable rules and regulations.
33. The Subdivider or the Successor in Interest shall implement SJVAPCD's applicable mitigation requirements as specified in the Guide for Assessing and Mitigating Air Quality Impacts.
34. The Subdivider or the Successor in Interest shall provide fencing for buffers along any edges of Amberwood that border agricultural uses per Figure 4-10, Walls and Fences in the Amberwood Specific Plan.
35. The Developer shall provide outdoor electrical outlets to facilitate use of electrical lawn and garden maintenance equipment, and a natural gas outlet option for outdoor barbecues.

36. All Development shall be built in compliance with current adopted City of Selma Fire Codes and Amendments.
37. All Development shall be built in compliance with current adopted City of Selma Building Codes and Amendments.
38. All Development shall be subject to development impact fees that are applicable.
39. The developer shall be responsible for payment of all applicable City impact fees.
40. The developer shall be responsible for payment of any outstanding invoices prior to issuance of building permits.
41. The developer shall be responsible for coordination and payment of all school impact fees directly to the school districts. The developer shall submit proof of payment prior to issuance of building permits.
42. All landscaping, fences, and walls shall be maintained, and the premises shall be kept free of weeds, trash, and other debris.
43. Except as amended herein, or by reference, all development shall be in accordance with the Amberwood Specific Plan.
44. The Property Owner, Subdivider or the Successor in Interest shall, at their sole expense, defend, with counsel selected by the City, indemnify and hold harmless the City of Selma, its agents, officers, directors and employees, from and against all claims, actions, damages, losses, or expenses of every type and description, including but not limited to payment of attorneys' fees and costs, by reason of, or arising out of, this development approval. The obligation to defend, indemnify and hold harmless shall include but is not limited to any action to arbitrate, attack, review, set aside, void or annul this development approval on any grounds whatsoever. The City of Selma shall promptly notify the developer of any such claim, action, or proceeding.
45. The Tentative Subdivision Map approval shall be valid for a period of two (2) years. If a final map is not filed and approved prior to the end of the two-year life of the Tentative Subdivision Map approval, the approval shall expire and become null and void. A request to extend the Tentative Subdivision Map approval period may be filed with the City Clerk. The request shall be filed at least 30 days prior to the expiration date and shall be processed in accordance with the procedures established by the Selma Municipal Code.

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

1. The above findings are supported by the record and presentation to the Planning Commission.
2. The above facts are true and correct.
3. The Planning Commission recommends approval of Application No. 2021-0002 Vesting Tentative Subdivision Map (Tract 6244) subject to Findings for Approval, Conditions of Approval, and Notice of Exemption listed above and made a part of this Resolution to the Selma City Council.

The foregoing Resolution No. 2021-02 is hereby approved this 24<sup>th</sup> day of May 2021, by the following vote, to wit:

AYES: 6 COMMISSIONERS: Coury, Gonzalez, Juarez, Sandhu, Sekhon, Garcia

NOES: 0 COMMISSIONERS: None

ABSTENTION: 0 COMMISSIONERS: None

ABSENT: 1 COMMISSIONERS: Singh



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GREG GARCIA  
CHAIRMAN OF THE COMMISSION

ATTEST:



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Fernando Santillan  
Community Development Director

**RESOLUTION NO. 2021-03**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SELMA, CALIFORNIA MAKING FINDINGS AND RECOMMENDING TO THE CITY COUNCIL APPROVAL OF 2021-0002 VESTING TENTATIVE SUBDIVISION MAP (TRACT 6244) WITH CONDITIONS OF APPROVAL AND NOTICE OF EXEMPTION**

**WHEREAS**, Lennar Homes filed a Vesting Tentative Subdivision Map application to subdivide a predominantly vacant 55.1 acre site to allow development of a single-family residential subdivision ("Project"); and,

**WHEREAS**, the City reviewed the submitted Vesting Tentative Subdivision Map (Tract 6244) and determined that the Project complies with the requirements of the Amberwood Specific Plan, City Code, and the State Subdivision Map Act; and,

**WHEREAS**, the lots will range in size from 3,994 SF to 13,154 SF; and,

**WHEREAS**, the Project will create 270 lots and two (2) parks for a total of 5.73 DU per net acre and 4.9 DU per gross acre which will be consistent with the proposed R-M rezoning designation; and,

**WHEREAS**, notice of the Planning Commission's May 24, 2021, public hearing for the Project was published in The Selma Enterprise on May 13, 2021, in compliance with the City's Code and Government Code Section 65091,

**WHEREAS**, notice of the Planning Commission's May 24, 2021 public hearing on the Project was also mailed to property owners within 300 feet of the Property on May 13, 2021; and,

**WHEREAS**, on May 24, 2021, the Planning Commission of the City of Selma conducted a duly noticed public hearing on the Project, and considered all testimony written and oral presented during the public hearing, as well as the facts detailed in the May 24, 2021, staff report, which is hereby incorporated by reference; and,

**WHEREAS**, the Project was reviewed under the Environmental Impact Report for the Amberwood Specific Plan (SCH 2007051003) and found to be in substantial conformance with the approved EIR; and,

**WHEREAS**, the Planning Commission conducted a public hearing, as heretofore specified, and deliberated and prepared the following findings of fact for approval listed and included in this Resolution, based on the reports, evidence and verbal presentations:

1. Finding: The proposed division of land is consistent with the objectives, policies, general plan land uses, and programs adopted with the General Plan because the



site is designated as Medium Low Density in the General Plan. The proposed tentative map at 5.73 DU/AC is in accordance with the density requirements of this General Plan designation.

2. Finding: The proposed division of land complies with requirements as to improvements and design because the site is essentially level, contains no trees, and will, once subdivided, meet the minimum design requirements for subdivisions in the neighborhood.
3. Finding: The proposed division of land complies with requirements for flood water drainage control because conditions of approval will require the subdivision to provide storm drainage infrastructure to drain into existing facilities in accordance with adopted City development standards.
4. Finding: The proposed division of the property is consistent with the General Plan land use designation because the parcels proposed supports the development of single family residential that is consistent with the Medium Low Density Residential designation.
5. Finding: That the design or improvement of the proposed subdivision is consistent with applicable general or specific plans because the proposed project substantially conforms to the adopted Amberwood Specific Plan.
6. Finding: The site is physically suitable for the development proposed because the proposed project is consistent with the design and improvement of a single-family residential project.
7. Finding: The site is physically suitable for the proposed density because the lots created by the subdivision have sufficient size, configuration, and access to satisfy the criteria applicable to the site and can physically support single-family residential uses promoted under the General Plan.
8. Finding: The design of the proposed division and improvements will not cause environmental damage or injure fish, wildlife, or their habitat because the project is located on property where people have altered the land through agricultural type uses.
9. Finding: The design of the proposed division and improvements will not cause serious public health problems because adequate measures have been applied with the conditions of approval to address potential concerns related to public health, including, but not limited to, provisions for water for domestic use and fire protection, extension of sanitary sewer facilities to ensure proper management of wastewater, installation of necessary storm drainage, construction of proper public streets and sidewalk, flood control measures, and provision for proper and orderly timing for construction of necessary improvements.

10. Finding: The design of the subdivision or the type of improvements will not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision because based on the proposed design, the type of improvements will not conflict any easements acquired by the public for access.
11. Finding: The design of the proposed subdivision provides, to the extent feasible, for future passive or natural heating and cooling opportunities because the design of the project will meet the 2017 California Green Building Code which ensures that buildings will provide for energy efficiency.
12. Finding: The effects of the proposed subdivision on the housing needs of the region were considered and that those needs are balanced against the needs for public services and the available fiscal and environmental resources because the Tentative Subdivision Map and resulting parcels are consistent with the City's Housing Element.
13. Finding: Approval of 2021-0002 Vesting Tentative Subdivision Map (Tract 6244) is exempt from further environmental review required by the California Environmental Quality Act ("CEQA") in accordance with CEQA Guidelines Section 15182(c) due to the evaluation conducted under the Amberwood Specific Plan Environmental Impact Report (SCH 2007051003) and no events described in CEQA Guidelines Section 15162 have occurred related to the project.

**WHEREAS**, the Planning Commission, having made its Findings for Approval, is of the opinion 2021-0002 Vesting Tentative Subdivision Map (Tract 6244) should be recommended to the City Council for approval subject to certain conditions of approval listed below:

1. The Tract Map and all phases thereof shall include a "Right to Farm" covenant statement acknowledged by separate recorded instrument to ensure that normal farming operations may continue adjacent and nearby agricultural uses and properties for each phase.
2. Each phase of the Tract Map shall be submitted to the City Engineer, and should include, but not be limited to, the current filing fees, closure calculations, current preliminary title report, legal descriptions, and drawings of required dedications.
3. The Subdivider or Successor in Interest shall submit to the City Engineer, a set of construction plans on 24" x 36" sheets with City standard title block for all required improvements (the 'Improvement Plans'). The Improvement Plans shall be prepared by a registered civil engineer, and shall include a site grading and drainage plan and an overall site utility plan showing locations and sizes of sewer, water, irrigation, and storm drain mains, laterals, manholes, meters, valves, hydrants, and other facilities, such as medians and stamped concrete, etc. Plan check and inspection fees per City of Selma shall be paid with the first

submittal of said Improvement Plans. All Improvement Plans for each phase shall be approved by the City and all other involved agencies prior to the release of any development permits, unless otherwise approved by the City.

4. The design and construction of all off-site improvements shall be in accordance with City standards and construction specifications. The design of the roads including number of lanes, median islands and landscape requirements shall conform to the Amberwood Specific Plan. The Subdivider or Successor in Interest shall furnish to the City acceptable security to guarantee the construction of the off-site street improvements in accordance with the Subdivision Map Act.
5. The Subdivider or Successor Interest shall comply with and be responsible for obtaining encroachment permits from the City of Selma for all work performed within the City's right-of-way.
6. The Subdivider or Successor in Interest shall provide a dedication for a ten (10) foot public utility easement along all frontages of all lots as approved by the City Engineer and the public utility companies. No public utility easements (electric, gas, cable, telephone, sewer, water) shall be permitted in rear lot setback areas.
7. The Subdivider or Successor in Interest shall comply with the requirements of Pacific, Gas and Electric Company (PG&E), AT&T, Comcast. The City shall not accept first submittals without proof that the Subdivider has paid the appropriate PG&E engineering fees and provided PG&E with a set of plans showing proposed electrical vaults and proposed sidewalk and curb grades adjacent to the vaults.
8. No above-ground transformer is permitted on the required sidewalk within the public right-of-way. All existing overhead and new utility facilities located on-site, or within the street rights-of-way adjacent to this subdivision shall be undergrounded. The Subdivider or Successor in Interest shall utilize screening techniques recommended pursuant to PG&E design descriptions or additional architectural features as determined by the Community Development Department as approved by the City Engineer.
9. All underground utilities installed under streets shall be backfilled, compacted, tested, and approved by the City Engineer prior to placement of any aggregate base or asphalt concrete surfacing. Easements for utilities, including water, gas, telephone, electricity, sewage, pedestrian access, fire access, storm drainage and irrigation facilities shall be provided, as required.
10. The Subdivider or Successor in Interest shall install streetlights to City standards at the locations designated by the City Engineer. Streetlight locations shall be shown on the utility plans submitted with the final map for approval indicating conveyance of the streetlights to the City of Selma. The design, type of metal poles and tamper proof pull boxes shall be reviewed and approved by the City

Engineer. All lighting fixtures shall have a sharp cut-off feature near the property line. Ambient light and glare outside of the project shall be minimized to residential levels.

11. Drainage, grading, on-site and utility improvements shall be in accordance with plans reviewed and approved by the City Engineer. The Subdivider or Successor in Interest shall be responsible for the preparation of plans. They shall construct storm drainage facilities as deemed necessary by the City Engineer to service the project site. Said facilities must be dedicated to the City of Selma.
12. Grade differentials between lots and adjacent properties shall be adequately shown on the grading plan and shall be treated in a manner in conformance with City of Selma standards (i.e., retaining walls).
13. Individual lot grading shall comply with the current edition of the California Building Code. The Subdivider or Successor in Interest shall submit an updated typical lot grading diagram for review and approval by the City Engineer.
14. Design and construction of all street cross sections and required off-site improvements shall be in accordance with City specifications and as approved by the City Engineer.
15. The frontage and access on Floral Avenue, a collector street, shall be developed to an ultimate width of a sixty-two (62) foot Floral Avenue public right-of-way on the north side and twenty-five (25) foot Floral avenue ROW on the south side. The street improvements consist of curb, gutter, sidewalk, and streetlights on the north side of Floral Avenue in accordance with the Amberwood Specific plan.
16. All other interior streets shall be constructed to the Amberwood Specific Plan and City of Selma standards, including standard curb, gutter, park landscape strips, sidewalk, handicap ramps, street lighting and full width permanent paving (36' permanent), pavement marking and signage, pursuant to review and approval by the City Engineer.
17. All driveway approaches shall be reviewed for line-of-sight distance and approved by the City Engineer.
18. Traffic and road signs shall be installed in conformance to requirements and as approved by the City Engineer and designed to the CA MUTCD.
19. The Subdivider or Successor in Interest shall enter into a Subdivision Agreement in accordance with the City of Selma Municipal Code prior to approval of each phase.
20. The Subdivider or Successor in Interest shall not install any fences, temporary or

permanent, in the public right-of-way.

21. Design and structural details for the type and style of the block walls shall be submitted to the Community Development Department and the City Engineer for review and approval by the City Council prior to the approval of Phase I. Each phase will be reviewed by the Community Development Department for compliance with the original conditions for the construction, decorative construction pilaster columns and placement of the block wall. The wall facing materials shall be of decorative block such as brick or split faced concrete block with textured block accents.
22. All mechanical equipment (air conditioners or dual pack) shall be located in the attic or on the ground on foundations.
23. After all improvements have been constructed and accepted by the City, the Subdivider or Successor in Interest shall submit to the City Engineer, one blue line copy of the approved set of construction plans revised to reflect all field revisions and marked "AS-BUILT" for review and approval.
24. Upon approval of the "AS-BUILTS" by the City, the Subdivider or the Successor in Interest shall provide to the City Engineer, one (1) reproducible and one (1) copy of the "AS-BUILTS", and one (1) copy on diskette, CD or similar digital storage media that is compatible with Auto CAD.
25. The Subdivider or the Successor in Interest shall provide the City Engineer with original Improvement Plans and Auto CAD files of the Final Map, Improvement Plans, and all drawings prepared on Auto CAD.
26. The Subdivider or the Successor in Interest shall contact the Regional Water Quality Board and comply with all requirements, pay all applicable fees required, obtain any required NPDES permit and implement Best Available Technology Economically Achievable and Best Conventional Pollutant Control Technology to reduce or eliminate storm water pollution for each phase.
27. The Subdivider or the Successor in Interest shall provide a covenant for the Landscape and Lighting Maintenance District. The Subdivider or the Successor in Interest acknowledges and agrees that such request serves as a petition pursuant to California State Proposition 218 and no further election will be required for the establishment of the initial assessment. The assessment for each lot must be obtained from the City for the tax year following the recordation of the Final Map. The estimated annual assessment is subject to limited annual adjustments. The Subdivider or Successor in Interest shall notify all potential lot buyers before they actually purchase a lot, that this tract is a part of a Landscape and Lighting Maintenance District and shall inform potential buyers of the assessment amount. Said notification shall be in a manner approved by the City. The Subdivider or the Successor in Interest shall supply all necessary assessment

diagrams and other pertinent materials for the Landscape and Lighting Maintenance District annually until the year subsequent of recording of the Final Tract Map and assignment of new assessor's parcel numbers by the county.

28. Monuments as described in Condition No. 29 shall be set as required by City standards and shall be shown on the Final Map.
29. The Subdivider or the Successor in Interest shall install all major street monumentation and section corner monumentation within the limits of the project work in accordance with City standards prior to final acceptance of the project. Monumentation at the street center line intersections shall conform to City Standards drawing No. 0-21. Any existing section corner or property corner monuments damaged by this development shall be reset to the satisfaction of the City Engineer. A licensed land surveyor or civil engineer licensed to perform land surveying shall certify the placement of all required monumentation prior to final acceptance. Within five (5) days after the final setting of all monuments, the engineer or surveyor shall give written notice to the City Engineer that the final monuments have been set. Upon payment to the engineer or surveyor for setting the final monuments, the applicant shall present to the City Engineer evidence of the payment and receipt thereof by the engineer or surveyor.
30. The Subdivider or the Successor in Interest is to work with the City Engineer to identify the scope of the offsite improvements that will be required with this development, the mitigations that were outlined in the Traffic impact study prepared by RD Engineering dated May 2020 will be the basis of the requirements.
31. The Subdivider or Successor in Interest shall extend the water main east on Floral from Dockery to Street L and north along Street L from Floral to the end of the property.
32. All Development and construction activities shall comply with the San Joaquin Valley Air Pollution Control District's (SJVAPCD) applicable rules and regulations.
33. The Subdivider or the Successor in Interest shall implement SJVAPCD's applicable mitigation requirements as specified in the Guide for Assessing and Mitigating Air Quality Impacts.
34. The Subdivider or the Successor in Interest shall provide fencing for buffers along any edges of Amberwood that border agricultural uses per Figure 4-10, Walls and Fences in the Amberwood Specific Plan.
35. The Developer shall provide outdoor electrical outlets to facilitate use of electrical lawn and garden maintenance equipment, and a natural gas outlet option for outdoor barbecues.

36. All Development shall be built in compliance with current adopted City of Selma Fire Codes and Amendments.
37. All Development shall be built in compliance with current adopted City of Selma Building Codes and Amendments.
38. All Development shall be subject to development impact fees that are applicable.
39. The developer shall be responsible for payment of all applicable City impact fees.
40. The developer shall be responsible for payment of any outstanding invoices prior to issuance of building permits.
41. The developer shall be responsible for coordination and payment of all school impact fees directly to the school districts. The developer shall submit proof of payment prior to issuance of building permits.
42. All landscaping, fences, and walls shall be maintained, and the premises shall be kept free of weeds, trash, and other debris.
43. Except as amended herein, or by reference, all development shall be in accordance with the Amberwood Specific Plan.
44. The Property Owner, Subdivider or the Successor in Interest shall, at their sole expense, defend, with counsel selected by the City, indemnify and hold harmless the City of Selma, its agents, officers, directors and employees, from and against all claims, actions, damages, losses, or expenses of every type and description, including but not limited to payment of attorneys' fees and costs, by reason of, or arising out of, this development approval. The obligation to defend, indemnify and hold harmless shall include but is not limited to any action to arbitrate, attack, review, set aside, void or annul this development approval on any grounds whatsoever. The City of Selma shall promptly notify the developer of any such claim, action, or proceeding.
45. The Tentative Subdivision Map approval shall be valid for a period of two (2) years. If a final map is not filed and approved prior to the end of the two-year life of the Tentative Subdivision Map approval, the approval shall expire and become null and void. A request to extend the Tentative Subdivision Map approval period may be filed with the City Clerk. The request shall be filed at least 30 days prior to the expiration date and shall be processed in accordance with the procedures established by the Selma Municipal Code.

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



1. The above findings are supported by the record and presentation to the Planning Commission.
2. The above facts are true and correct.
3. The Planning Commission recommends approval of Application No. 2021-0002 Vesting Tentative Subdivision Map (Tract 6244) subject to Findings for Approval, Conditions of Approval, and Notice of Exemption listed above and made a part of this Resolution to the Selma City Council.
4. The Planning Commission recommends City Staff a) work with residents along North Dockery Ave to consider alternatives for access into the proposed development from North Dockery Ave and b) explore proposed and additional floor plan options in the proposed development to encourage higher rates of homeownership in the community. These alternatives should be presented to the City Council for consideration..

The foregoing Resolution No. 2021-03 is hereby approved this 24<sup>th</sup> day of May 2021, by the following vote, to wit:

AYES: 6 COMMISSIONERS: Coury, Gonzalez, Juarez, Sandhu, Sekhon, Garcia

NOES: 0 COMMISSIONERS: None

ABSTENTION: 0 COMMISSIONERS: None

ABSENT: 1 COMMISSIONERS: Singh



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GREG GARCIA  
CHAIRMAN OF THE COMMISSION

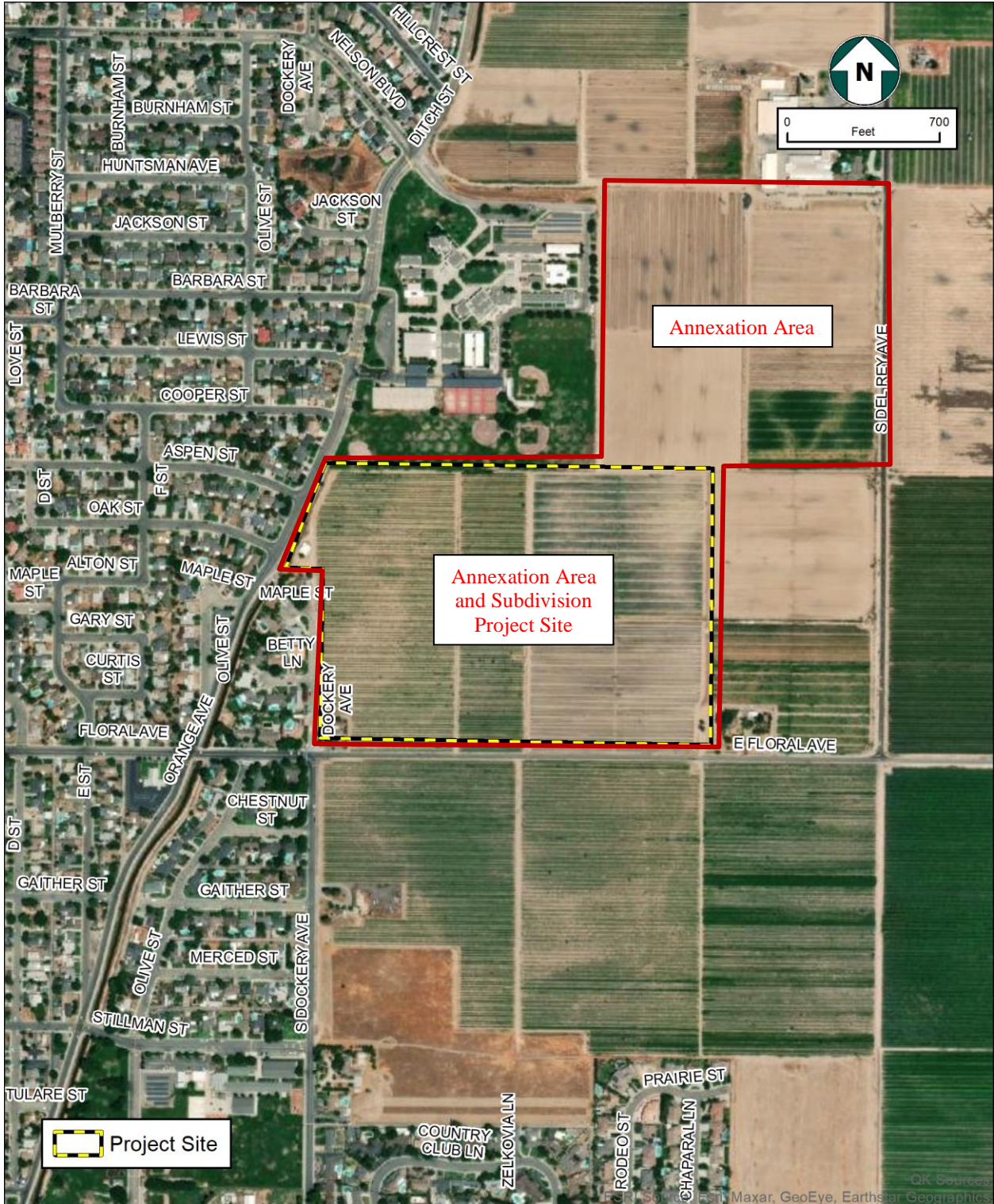
ATTEST:



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Fernando Santillan  
Community Development Director

LOCATION MAP



## FLORAL-DOCKERY NORTHEAST REORGANIZATION

Area to be detached from the Fresno County Fire Protection District and the Kings River Conservation District and Annexed to the City of Selma.

All that portion of the Southeast quarter of Section 32, Township 15 South, Range 22 East, Mount Diablo Base and Meridian, according to the Official United States Government Township Plat thereof, in the County of Fresno, State of California, described as follows:

**BEGINNING** at a point on the existing City limits line of the City of Selma, said point lying on the West line of said Southeast quarter North 0°22'57" East, 160.00 feet from the South quarter corner of said Section 32; thence

Continuing along the existing City limits line of the City of Selma, the following three courses:

- 1) North 0°22'57" West, 1161.66 feet along said West line; thence
- 2) South 89°36'19" East, 1284.50 feet; thence
- 3) North 0°22'57" East, 1321.59 feet to the North line of said Southeast quarter; thence

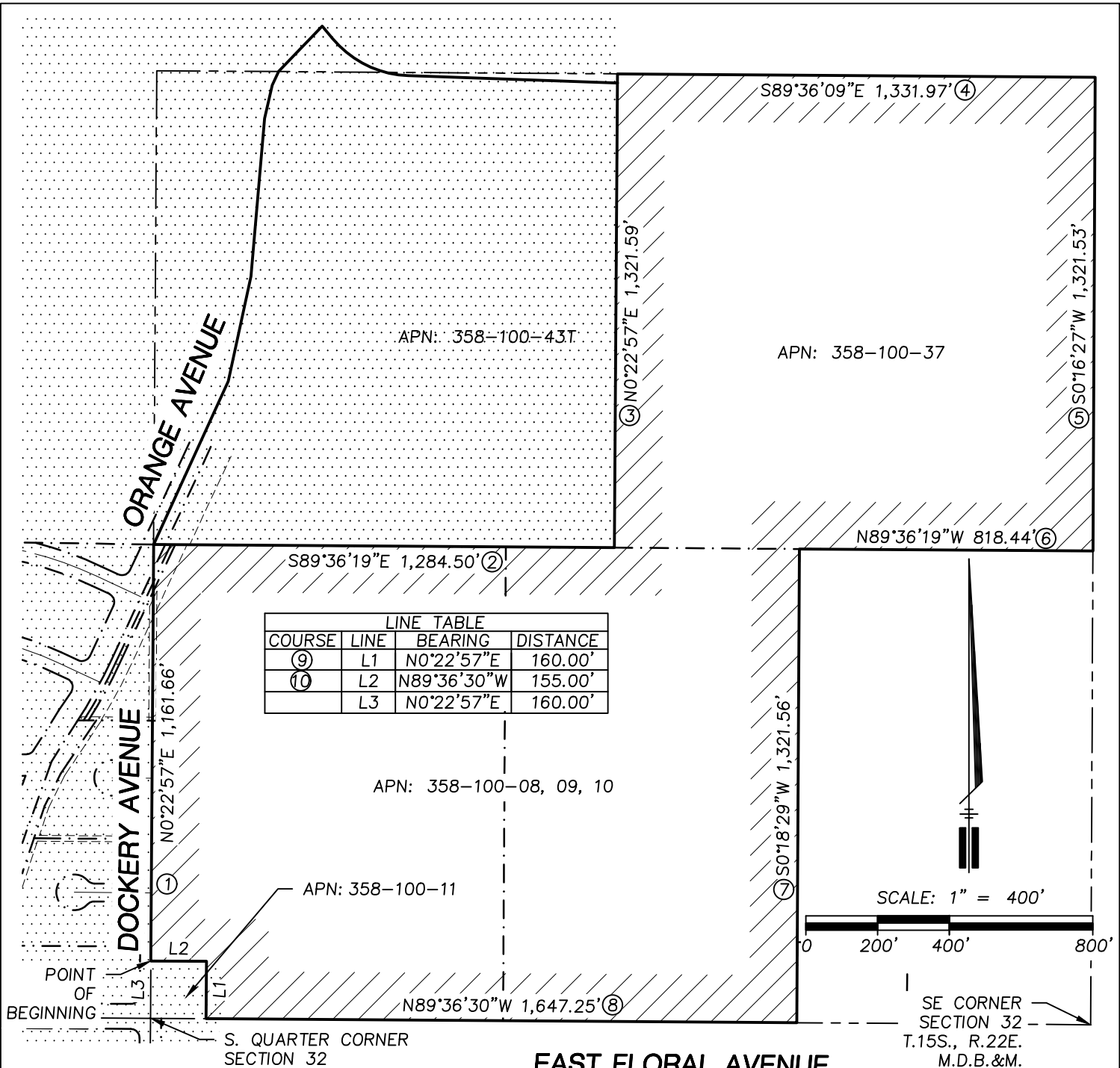
Leaving the existing City limits line of the City of Selma:

- 4) South 89°36'09" East, 1331.97 feet along said North line to the East quarter corner of said Section 32; thence
- 5) South 0°16'27" West, 1321.53 feet along the East line of said Southeast quarter to the Northeast corner of the Southeast quarter of said Southeast quarter; thence
- 6) North 89°36'19" West, 818.44 feet along the North line of said Southeast quarter of the Southeast quarter; thence
- 7) South 0°18'29" West, 1321.56 feet to the South line of said Southeast quarter; thence
- 8) North 89°36'30" West, 1647.25 feet along said South line to the Existing City Limits line of the City of Selma; thence

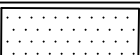
Continuing along the existing City limits line of the City of Selma, the following two courses:

- 9) North 0°22'57" East, 160.00 feet along a line 155.00 feet East of and parallel with said West line of said Southeast quarter to a point on a line 160.00 feet North of and parallel with said South line of said Southeast quarter; thence
- 10) North 89°36'30" West, 155.00 feet along said parallel line to the **POINT of BEGINNING**.

Containing an area of 94.53 acres, more or less.



# LEGEND:



EXISTING CITY LIMITS

①

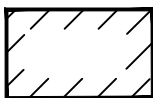
COURSE CALL OF THE  
LEGAL DESCRIPTION

P.O.B.

POINT OF BEGINNING

F.C.R.

FRESNO COUNTY RECORDS



AREA TO BE DETACHED FROM  
FRESNO COUNTY FIRE PROTECTION  
& KINGS RIVER CONSERVATION  
DISTRICTS AND ANNEXED TO THE  
CITY OF SELMA.  
AREA = 94.53 ACRES

RES. NO. \_\_\_\_\_

ADOPTED: \_\_\_\_\_

REF. & REV.  
3/16/2021

## FLORAL-DOCKERY NORTHEAST REORGANIZATION

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 32,  
TOWNSHIP 15 SOUTH, RANGE 22 EAST, M.D.B. & M.

TO BE ANNEXED TO THE CITY OF SELMA AND DETACHED FROM THE FRESNO COUNTY FIRE  
PROTECTION DISTRICT AND THE KINGS RIVER CONSERVATION DISTRICT

### PREPARED FOR:

LENNAR CENTRAL VALLEY  
8080 N. PALM, SUITE 110  
FRESNO, CA 93711

### PREPARED BY:



**YAMABE & HORN  
ENGINEERING, INC.**

2985 N. BURL AVE., STE.101  
FRESNO, CA 93727  
PH: (559) 244-3123

FILE NO. \_\_\_\_\_

ANNEX. NO. \_\_\_\_\_

ACRES 94.53

COUNCIL DISTRICT NO. 1

DRAWN BY: AA

DATE: 3/25/2021

CHECKED BY: WMT

June 21, 2021 Council Packet

F:\2021\21-132\dwg\Exhibits\Annexation\21-132\_ANNEX.dwg

# Annexation Check Report

Date: 3/25/2021 9:42:46 AM

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Parcel Name: Floral-Dockery Annexation

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 2,093,572.1164' East: 6,384,969.3777'

Segment# 1: Line

Course: N0° 22' 57"E Length: 1,161.66'  
North: 2,094,733.7506' East: 6,384,977.1328'

Segment# 2: Line

Course: S89° 36' 19"E Length: 1,284.50'  
North: 2,094,724.9014' East: 6,386,261.6023'

Segment# 3: Line

Course: N0° 22' 57"E Length: 1,321.59'  
North: 2,096,046.4620' East: 6,386,270.4250'

Segment# 4: Line

Course: S89° 36' 09"E Length: 1,331.97'  
North: 2,096,037.2213' East: 6,387,602.3630'

Segment# 5: Line

Course: S0° 16' 27"W Length: 1,321.53'  
North: 2,094,715.7064' East: 6,387,596.0393'

Segment# 6: Line

Course: N89° 36' 19"W Length: 818.44'  
North: 2,094,721.3448' East: 6,386,777.6188'

Segment# 7: Line

Course: S0° 18' 29"W Length: 1,321.56'  
North: 2,093,399.8039' East: 6,386,770.5133'

Segment# 8: Line

Course: N89° 36' 30"W

North: 2,093,411.0642'

Length: 1,647.25'

East: 6,385,123.3018'

Segment# 9: Line

Course: N0° 22' 57"E

North: 2,093,571.0606'

Length: 160.00'

East: 6,385,124.3699'

Segment# 10: Line

Course: N89° 36' 30"W

North: 2,093,572.1202'

Length: 155.00'

East: 6,384,969.3736'

Perimeter: 10,523.51'

Error Closure: 0.0056

Error North : 0.00372

Area: 4,117,874.22Sq.Ft.

Course: N48° 26' 30"W

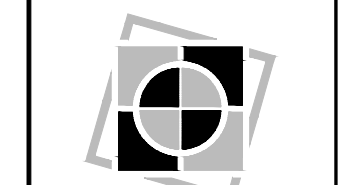
East: -0.00419

Precision 1: 1,879,196.43



VESTING  
TENTATIVE SUBDIVISION MAP  
OF  
**TRACT NO. 6244**  
A RESIDENTIAL DEVELOPMENT  
IN THE CITY OF SELMA  
FRESNO COUNTY, CALIFORNIA  
SHEET ONE OF ONE

**Yamabe & Horn  
Engineering, Inc.**  
CIVIL ENGINEERS • LAND SURVEYORS  
2985 N. BURL AVENUE SUITE 101 FRESNO, CA 93727  
TEL (559) 244-3123 WEBSITE YANDHENG.COM



LENNAR HOMES OF CALIFORNIA INC.  
TENTATIVE TRACT MAP  
NORTHEAST CORNER EAST FLORAL AND DOCKERY AVENUE  
TRACT MAP NO. 6244

LEGEND:

- △ PRESCRIPTIVE RIGHT OF WAY EASEMENT
- ▲ 25' RIGHT OF WAY FOR STREET PURPOSES, RECORDED APRIL 9, 1992, AS INSTRUMENT NO. 92045254
- ▲ 30' PUBLIC UTILITY EASEMENT FOR CANAL PURPOSES, RECORDED MAY 7, 1992 AS INSTRUMENT NO. 92060399
- ▲ 20' PUBLIC UTILITY EASEMENT FOR SEWAGE PURPOSES, RECORDED FEBRUARY 13, 1974 AS INSTRUMENT NO. 11182 IN BOOK 6265 AT PAGE 410, OFFICIAL RECORDS FRESNO COUNTY.
- PPUE PLANTING & PUBLIC UTILITY EASEMENT NOW OFFERED FOR DEDICATION FOR PUBLIC USE
- LE LANDSCAPE EASEMENT NOW OFFERED FOR DEDICATION
- INDICATES DIRECTION OF DRAINAGE FLOW
- PUBLIC STREET EASEMENT NOW OFFERED FOR DEDICATION FOR PUBLIC USE.
- INDICATES RELINQUISHMENT OF DIRECT ACCESS RIGHT AND PROPOSED BLOCK WALL
- (S) EXISTING SANITARY SEWER
- (SD) EXISTING STORM DRAIN
- (W) EXISTING WATER
- (NPW) EXISTING NON-POTABLE WATER
- (OH) EXISTING OVERHEAD ELECTRICAL
- EXISTING EDGE OF PAVEMENT
- EXISTING DRAIN INLET
- EXISTING SANITARY SEWER MANHOLE
- EXISTING STORM DRAIN MANHOLE
- EXISTING STREETLIGHT
- EXISTING POWER POLE
- EXISTING CMU WALL
- FH FIRE HYDRANT
- GW GUY WIRE
- SCE STORM CHANNEL EASEMENT
- SDI STORM DRAIN INLET
- SPE STORM PIPE EASEMENT
- SDMH STORM DRAIN MANHOLE
- SSMH SANITARY SEWER MANHOLE
- SP IRRIGATION STANDPIPE
- STL STREETLIGHT
- PP POWER POLE
- UP UTILITY POLE
- TEL TELEPHONE POLE
- TT TRANSMISSION TOWER
- O.R.F.C. OFFICIAL RECORDS FRESNO COUNTY
- F.C.R. FRESNO COUNTY RECORDS
- PROPOSED DRAIN INLET
- PROPOSED SANITARY SEWER MANHOLE
- PROPOSED STORM DRAIN MANHOLE
- PROPOSED EXISTING STREETLIGHT
- PROPOSED POWER POLE
- PROPOSED CMU WALL
- PROPOSED FIRE HYDRANT

LOT INFO:

MIN. WIDTH # LOTS  
50x80 FT. 95  
50x100 FT. 95  
55x100 FT. 80  
270

NET AREA = 47.09 AC  
DENSITY = 5.73 DUA

PREPARED BY:

YAMABE & HORN ENGINEERING, INC.  
2985 N. BURL AVE, SUITE 101  
FRESNO, CALIFORNIA 93727  
PH. (559) 244-3123

OWNER:

AGNES SERMIAN & SONS, LLC  
10463 S. DEL REY AVENUE  
SELMA, CA 93662

SUBDIVIDER:

LENNAR HOMES OF CALIFORNIA  
8080 N. PALM SUITE 101  
FRESNO, CALIFORNIA 93711  
PH. (559) 437-4600

SITE INFORMATION

EXISTING TREES  
8 TREES TO BE REMOVED

EXISTING BUILDINGS  
NONE

EXISTING USE  
VACANT LAND

EXISTING ZONING  
R-1-9 & R-1-12

PROPOSED USE  
SFR

PROPOSED ZONING  
R-L, SP-AMB & PF-P

SOURCE OF WATER  
CAL WATER

SOURCE OF SEWAGE DISPOSAL  
SKF

SOURCE OF ELECTRICITY  
PG&E

SOURCE OF GAS  
PG&E

SOURCE OF CABLE T.V.  
COMCAST

SOURCE OF TELEPHONE  
AT&T

ASSESSOR'S PARCEL NUMBER  
358-100-10 / 358-100-09 / 358-100-08  
358-100-02

SITE AREA  
55.06± GROSS ACRES  
47.09± NET ACRES

SITE INFORMATION

1 EXISTING SKF SEWER LIFT STATION

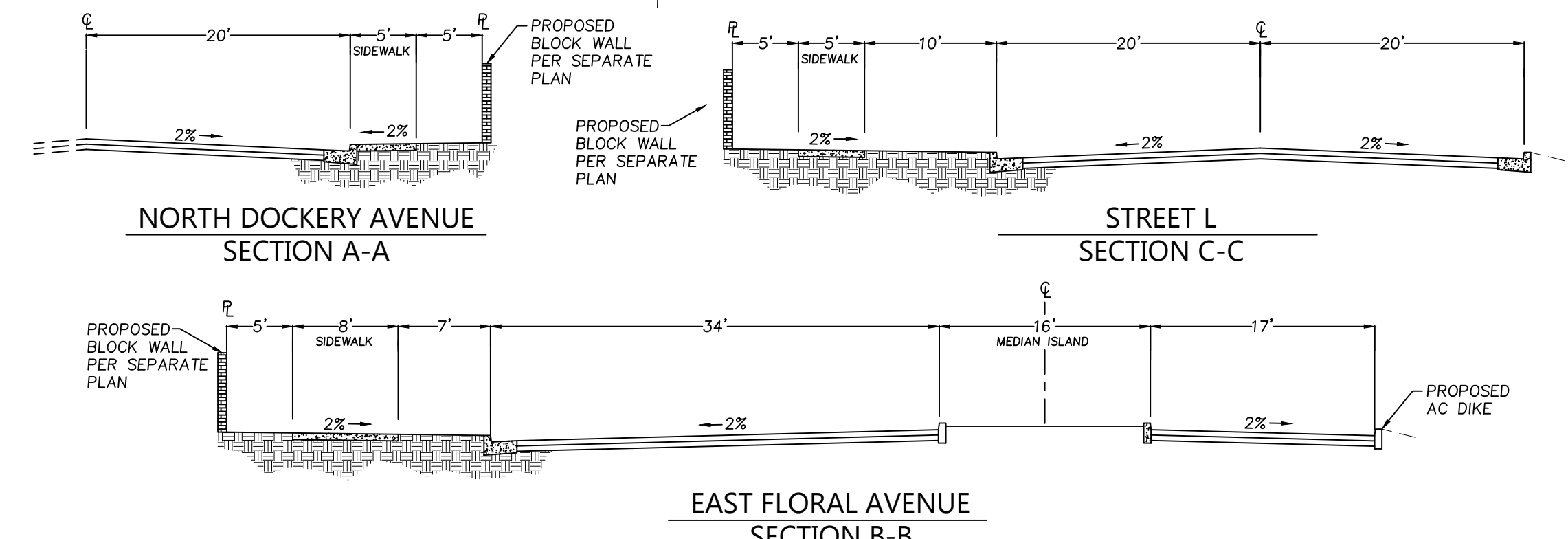
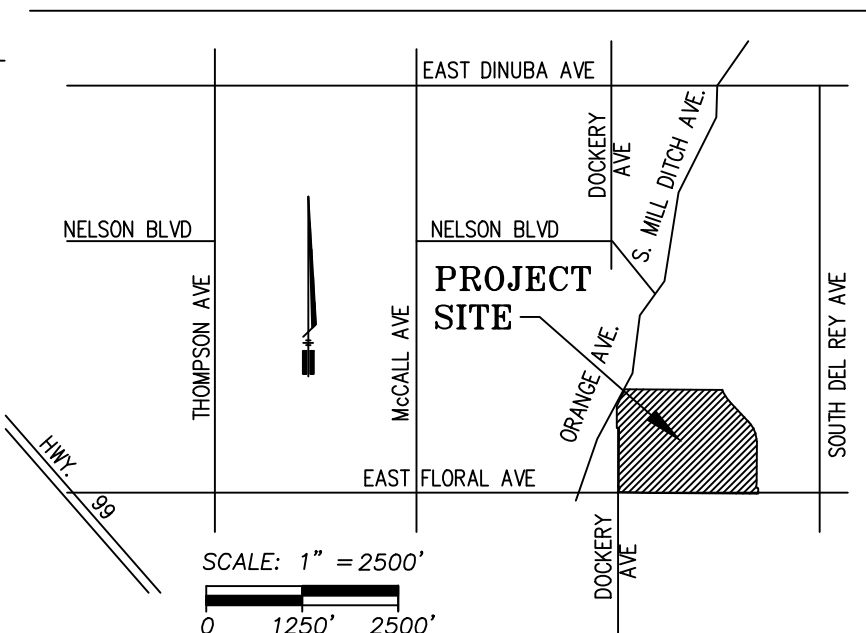
2 ELECTRIC PANEL/CONTROLS AND 30'± TALL COMMUNICATIONS ANTENNAE

3 EXISTING BUILDING TO BE DEMOLISHED/REMOVED

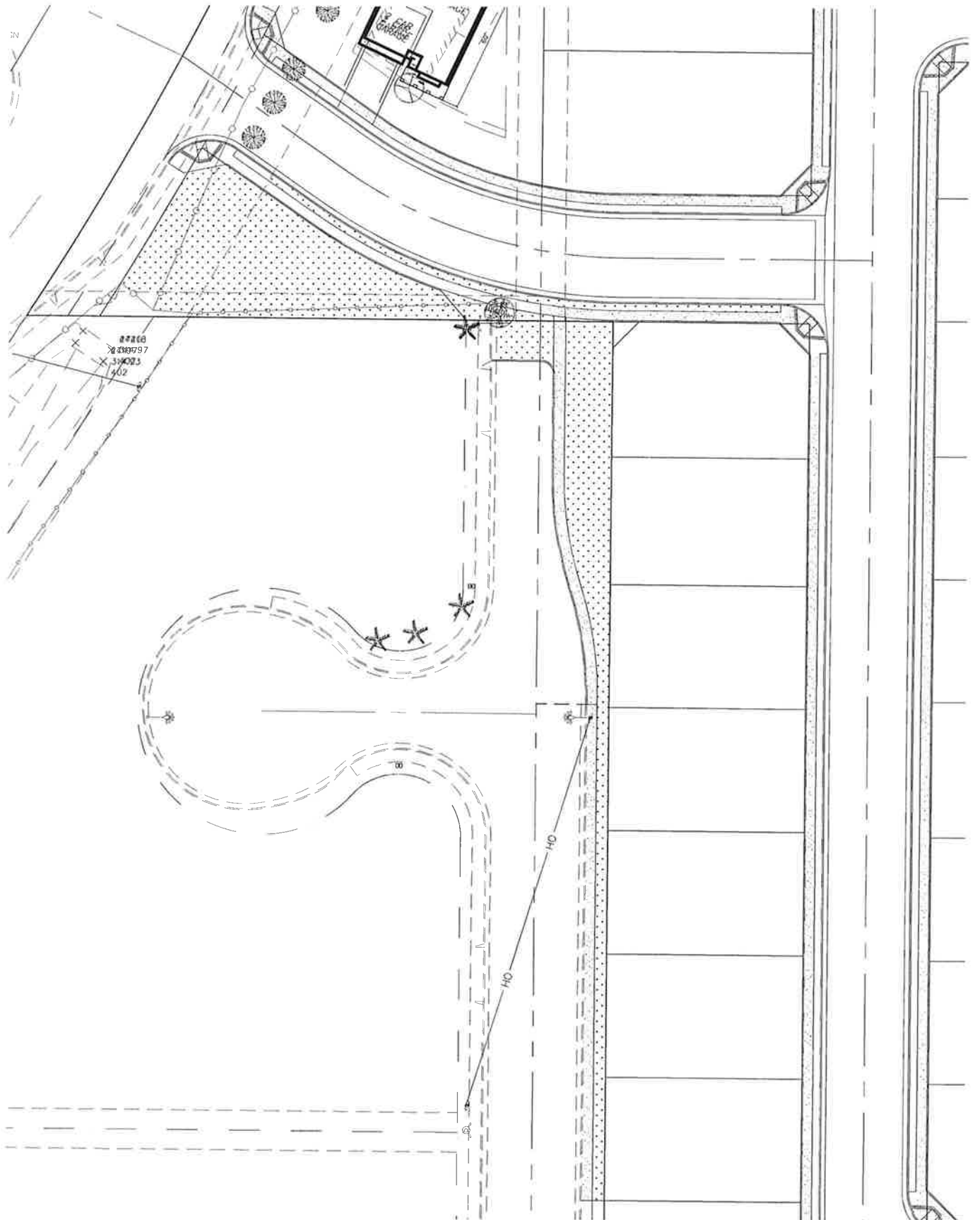


- NOTES:
- EXISTING ABOVE GROUND USES OR STRUCTURES SUCH AS BUILDING, WATER WELLS, POWER LINES, TOWERS, ETC., WITHIN THE PROPOSED SUBDIVISION TO BE REMOVED.
  - THIS AREA IS NOT SUBJECT TO FLOOD INUNDATION.
  - EXISTING UNDERGROUND FEATURES SUCH AS WELLS, CESSPOOLS, SEWERS, CULVERTS, STORM DRAIN, AND OTHER UNDERGROUND STRUCTURES WITHIN THE PROPOSED SUBDIVISION TO BE REMOVED.
  - THE DESIGN OF THE PROPOSED SUBDIVISION SHALL PROVIDE TO THE EXTENT FEASIBLE FOR FUTURE PASSIVE OR NATURAL HEATING OR COOLING OPPORTUNITIES AND OTHER MEASURES THAT CONSERVE NONRENEWABLE ENERGY RESOURCES. THIS SUBDIVISION HAS BEEN DESIGNATED WITH 50% OF THE LOTS ORIENTED IN A NORTH TO SOUTH ORIENTATION TO TAKE ADVANTAGE OF NATURAL HEATING AND COOLING OPPORTUNITIES.
  - ALL STREETS ADJACENT TO THE BOUNDARIES OF THIS SUBDIVISION HAVE BEEN PREVIOUSLY DEDICATED FOR PUBLIC STREET PURPOSES AND ALL ARE TO REMAIN.
  - THERE ARE NO EXISTING CANALS OR DITCHES LOCATED WITHIN THE PROPOSED SUBDIVISIONS.
  - THIS SITE IS IN FLOOD ZONE "X" AND IS NOT FLOOD PRONE, PER THE FLOOD INSURANCE RATE MAPS.
  - ALL PROPOSED SEWER, WATER, STORM DRAIN, CURB, GUTTER, SIDEWALK, PAVEMENT, STREET TREES, AND STREET LIGHT IMPROVEMENTS ARE TO BE DONE IN ACCORDANCE WITH CITY OF SELMA STANDARD SPECIFICATIONS.
  - SURROUNDING LAND USES:  
NORTH - SCHOOL  
EAST - AG  
SOUTH - AG  
WEST - RESIDENTIAL
  - GRADE DIFFERENTIAL ALONG WEST AND NORTH BOUNDARY WILL BE ADDRESSED BY RETAINING WALL OR SLOPE EASEMENT & MAY EXCEED 6".
  - TO BE DEDICATED FOR OPEN SPACE PURPOSES:  
OUTLOT 'A' = 87,020 SF  
OUTLOT 'B' = 4,928 SF  
TOTAL OUTLOT AREA = 91,948 SF
  - TO BE DEDICATED TO SELMA-KINGSBURG-FOWLER SANITATION DISTRICT FOR EXISTING DOCKERY LIFT STATION FACILITIES  
OUTLOT 'C' = 4,098 SF

VICINITY MAP:



PROJECT TITLE  
SHEET DESCRIPTION  
Dr. By: YH  
Ch. By: BB  
Date: 10/22/20  
Scale: As Noted  
YH Job No. 17-406  
Sheet No. 1  
of 1 Sheets



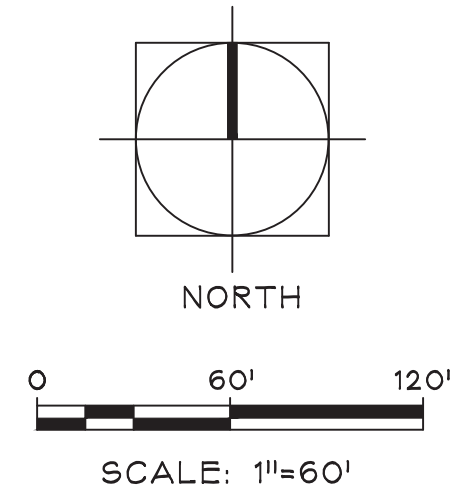






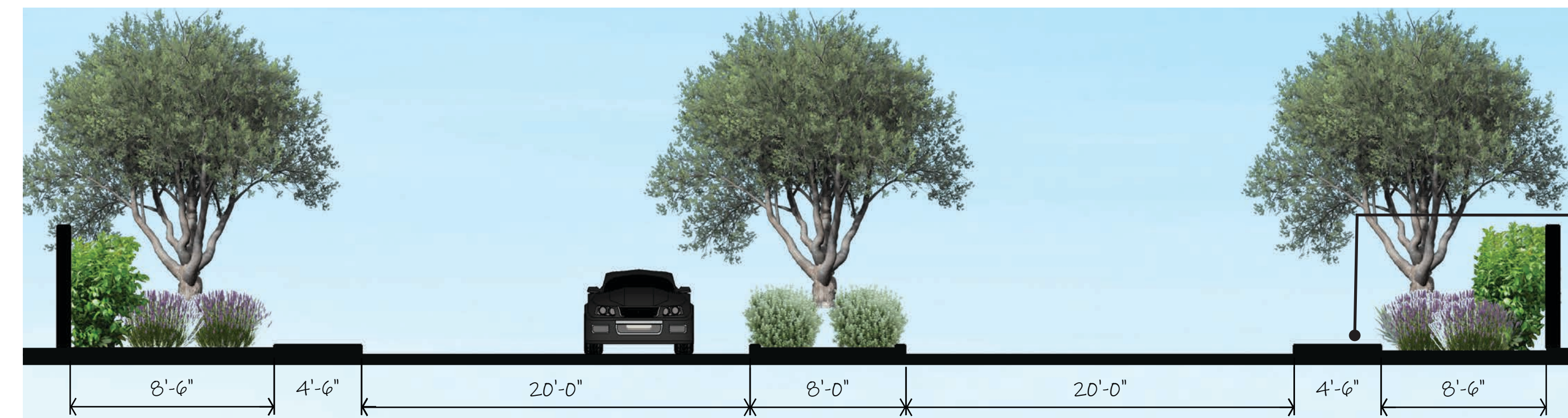


PLANT PALETTE		
BOTANICAL NAME / COMMON NAME		WATER USE
<b>ACCENT TREES</b>		
ARBUTUS 'MARINA' / STRAWBERRY TREE		LOW
LAGERSTROEMIA INDICA 'NATCHEZ' / CRAPE MYRTLE		LOW
LAURUS NOBILIS / BAY LAUREL		LOW
OLEA EUROPAEA 'WILSONII' / WILSON OLIVE		V. LOW
<b>STREET/SHADE TREES</b>		
KOELREUTERIA PANICULATA / GOLDENRAIN TREE		MED
PISTACIA CHINENSIS 'KEITH DAVIES' / CHINESE PISTACHE		LOW
PLATANUS X ACERFOLIA / LONDON PLANE TREE		MED
QUERCUS VIRGINIANA / SOUTHERN LIVE OAK		MED
ZELKOVA SERRULATA / SAW-LEAF ZELKOVA		MED
CEDRUS DEODARA / DEODAR CEDAR (PARK)		LOW
<b>SHRUBS</b>		
AGAVE AMERICANA / CENTURY PLANT		LOW
AGAVE 'BLUE GLOW' / BLUE GLOW AGAVE		LOW
BOUETLOUA GRACILIS 'Blonde Ambition' / Blonde Ambition BLUE GRAMA GRASS		LOW
FESTUCA MAIREI / ATLAS FESCUE		LOW
HESPERALOE PARVIFLORA / RED YUCCA		LOW
LANTANA X 'NEW GOLD' / NEW GOLD LANTANA		LOW
LAVANDULA STOECHAS 'Otto Quast' / Otto Quast SPANISH LAVENDER		LOW
OLEA EUROPAEA 'MONTRA' / LITTLE OLLIE		V. LOW
RHAPHIOLEPIS UMBELLATA 'Minor' / DWARF YEDDO HAWTHORN		LOW
SALVIA LEUCANTHA 'SANTA BARBARA' / MEXICAN BUSH SAGE		LOW
TEUCRIUM CHAMAEDRYS / WALL GERMANDER		LOW
LANTANA MONTEVIDENSIS 'ALBA' / WHITE TRAILING LANTANA		LOW
MUHLENBERGIA CAPILLARIS / PINK MUHLY		LOW
MUHLENBERGIA RIGENS / DEER GRASS		LOW
MYOPORUM PARVIFOLIUM / MYOPORUM		LOW
<b>GROUND COVER</b>		
AG-1 SOD / HYBRID BERMUDA		MED

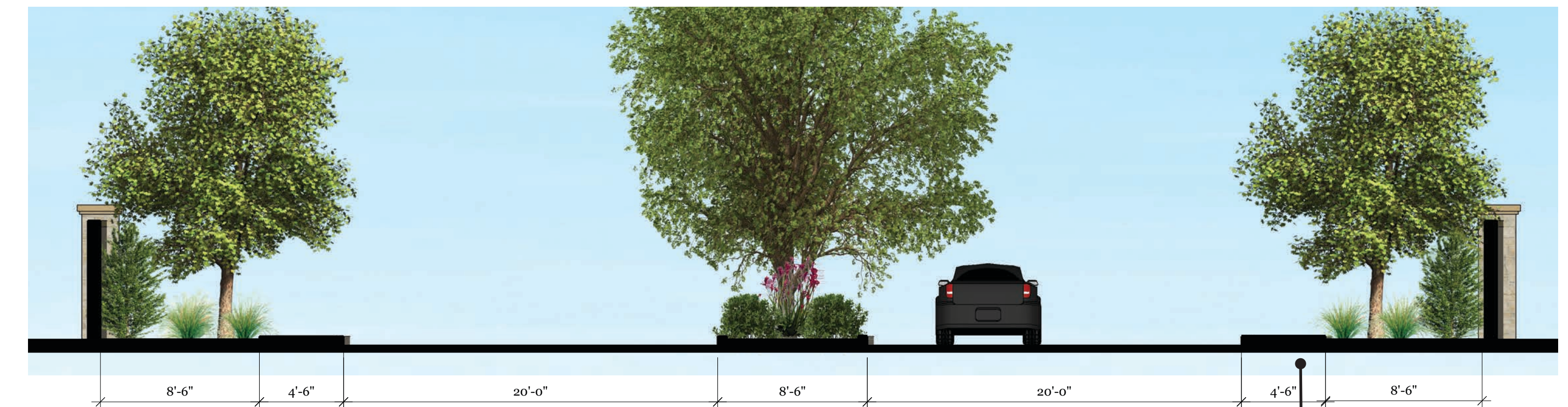


## PLAN & PLANT PALETTE

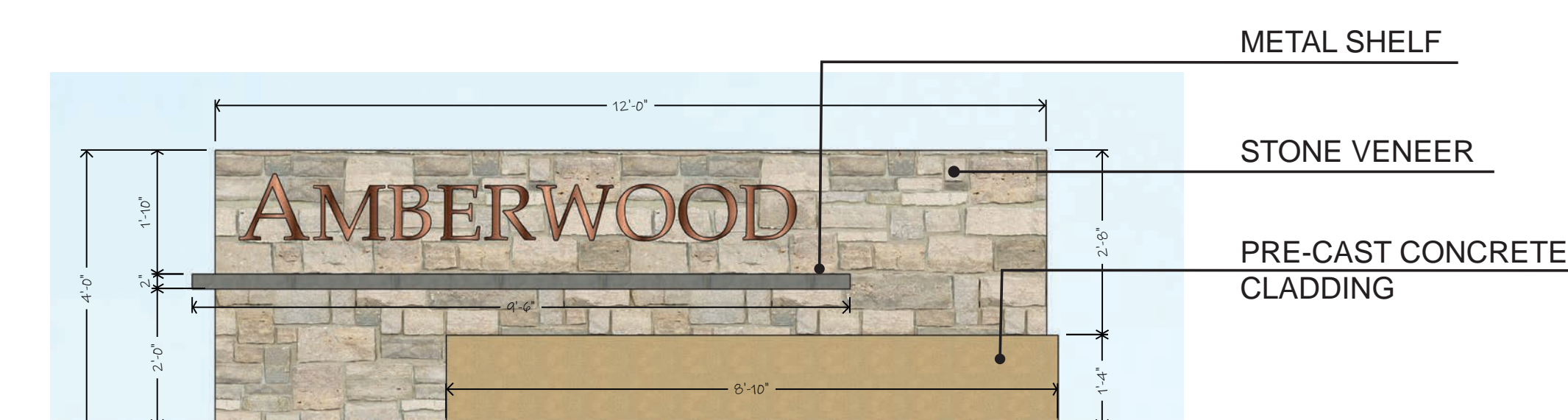
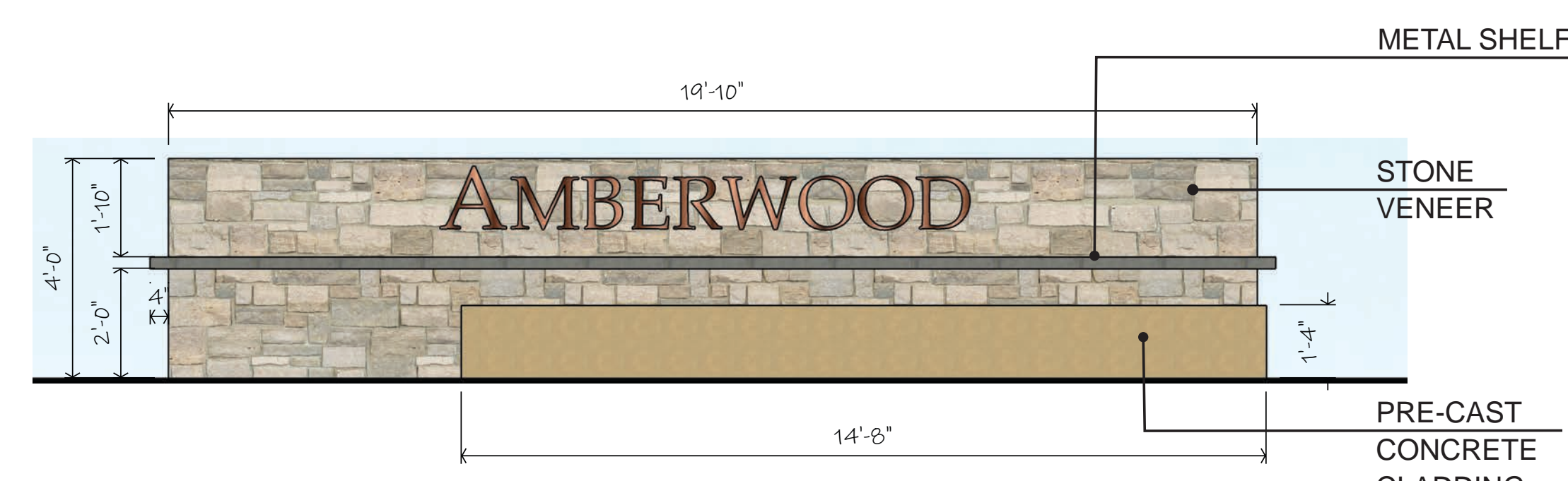
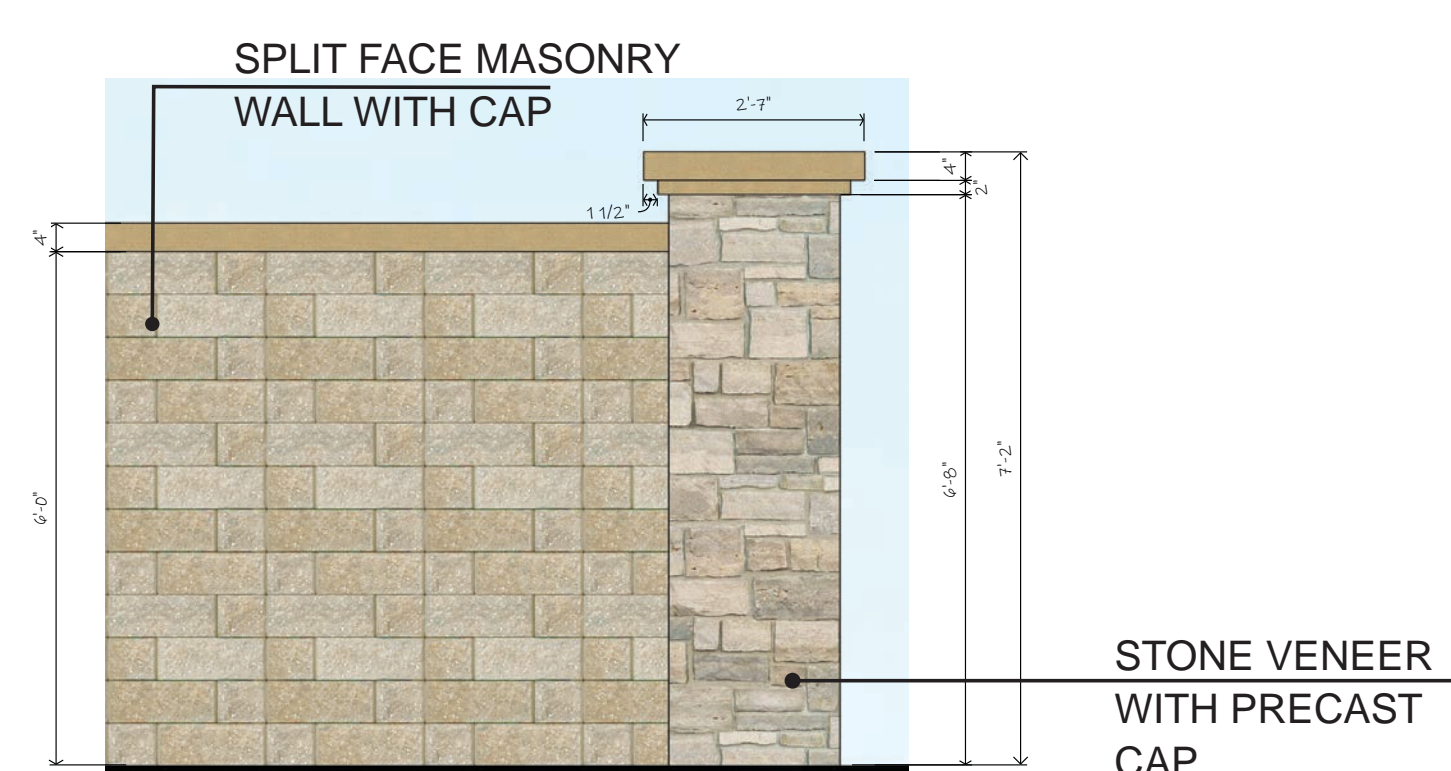
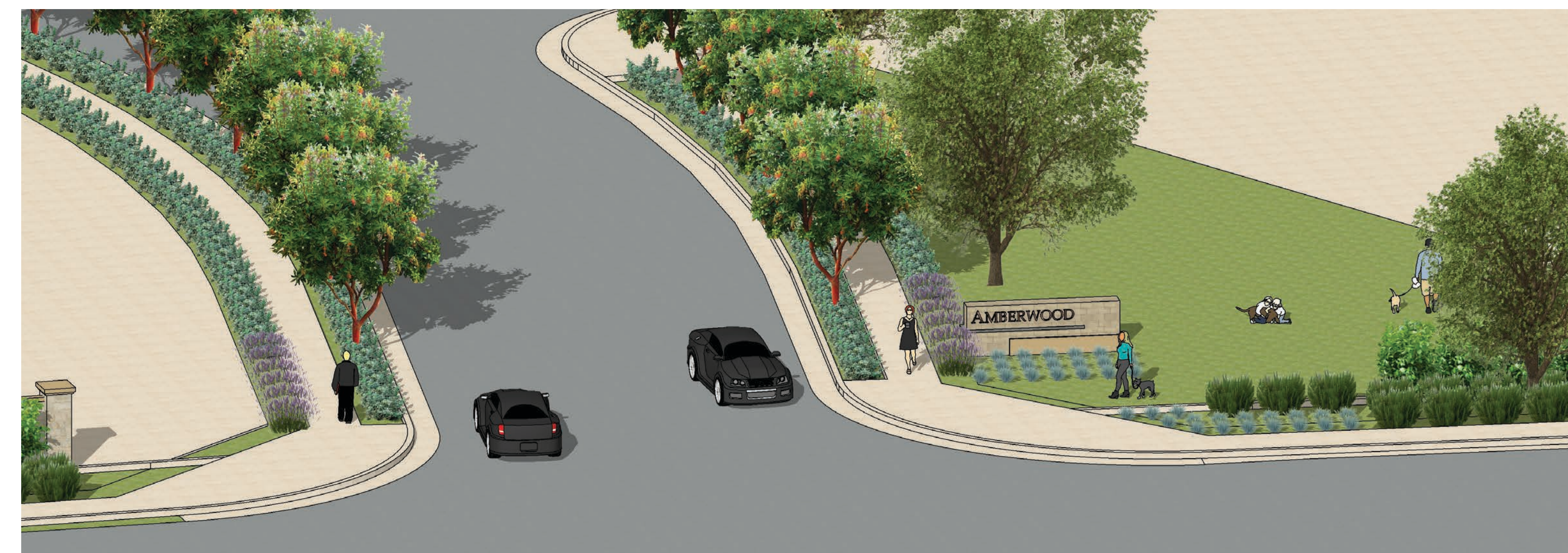




PROPOSED SIDEWALK  
LOCATION TO PROVIDE  
SPACE FOR STREET  
TREE



PROPOSED SIDEWALK  
LOCATION TO PROVIDE  
SPACE FOR STREET  
TREE



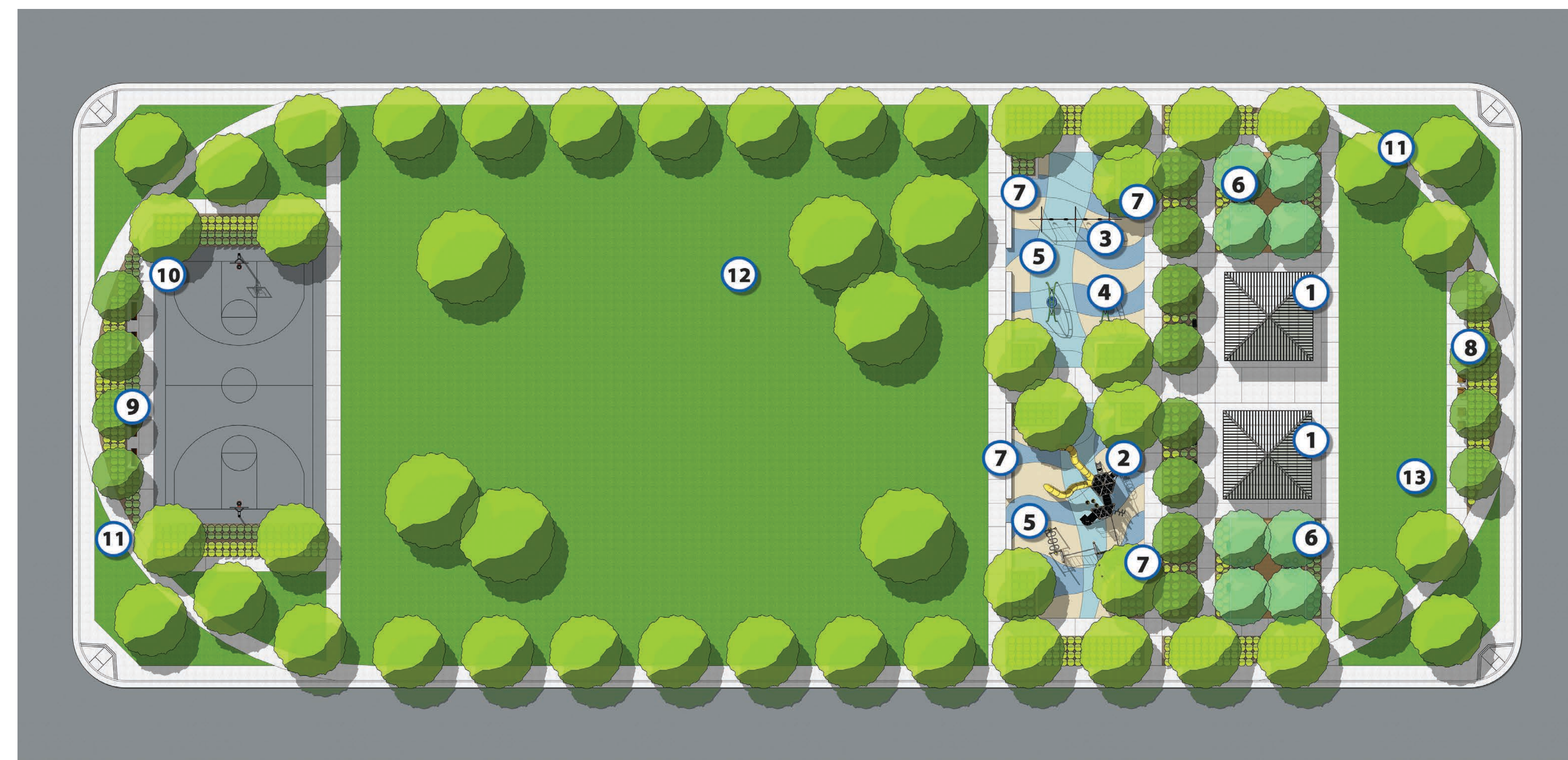
# ENTRY CONCEPTS

# TR 6244 - AMBERWOOD CONCEPTUAL LANDSCAPE



**BROUSSARD**  
ASSOCIATES  
landscape architects





**LENNAR**  
**AMBERWOOD PARK**  
 SELMA, CA

**SITE LEGEND**

- |  |   |  |
|--|---|--|
| 1. 30x30 Shade Structure by Polygon w/ Community Tables and Grills | 5. Poured-in-Place Play Surfacing           | 10. Full-size Asphalt Basketball Court w / Adjustable Hoop |
| 2. Age 5-12 Play Structure   | 6. Dining Groves w/ D.G. and Outdoor Grills | 11. Pedestrian Walking Loop                                |
| 3. 4-Bay Swings  | 7. Poured-in-Place Concrete Seatwalls       | 12. Great Lawn   |
| 4. Disc/Tire Swing   | 8. Mounted Adirondack Chairs by Wishbone    | 13. Picnic Green   |
|  | 9. Park Bench by Wishbone                   |  |

**BROUSSARD ASSOCIATES**  
 landscape architects



# NEIGHBORHOOD PARK



TR 6244 - AMBERWOOD CONCEPTUAL LANDSCAPE

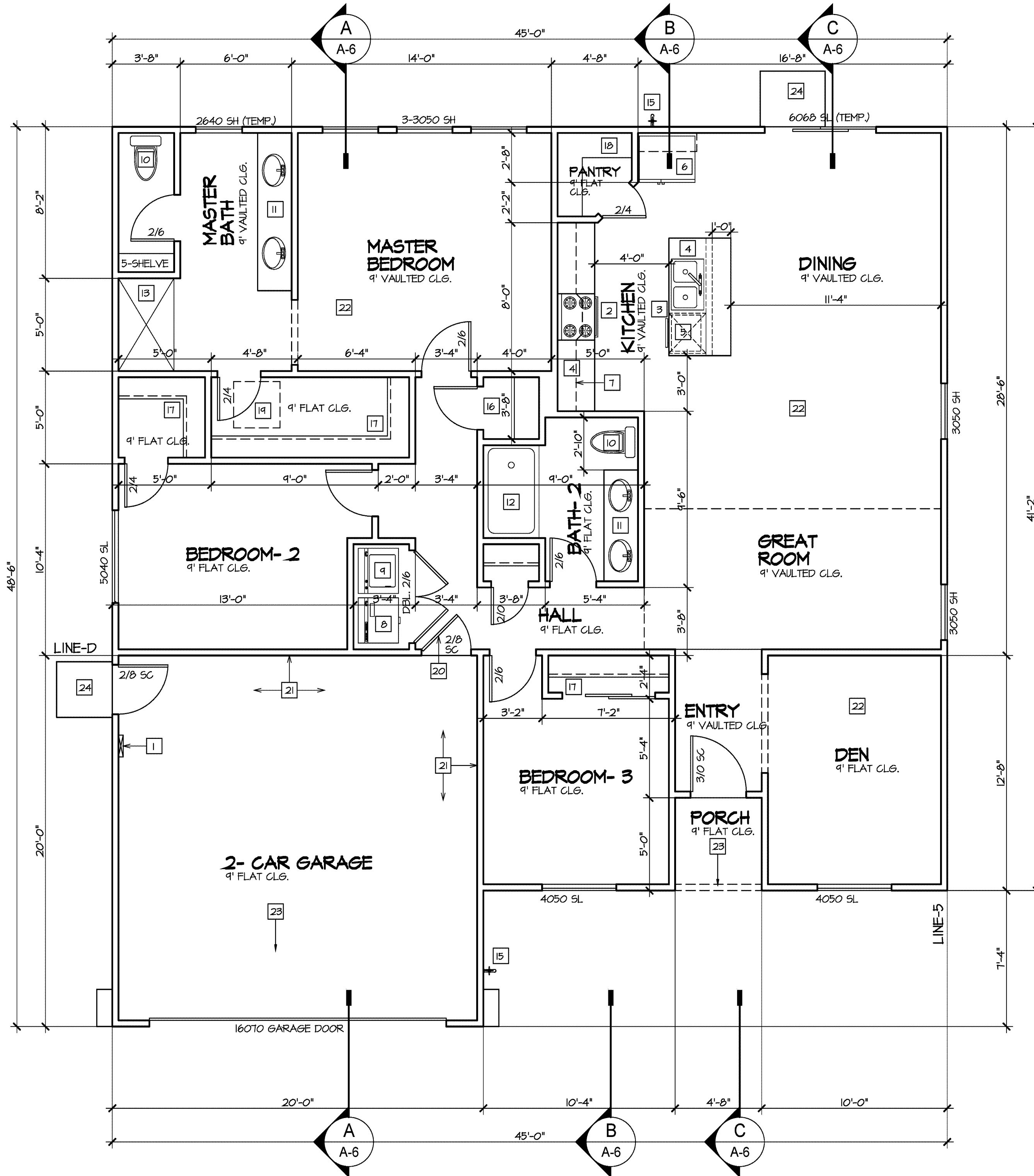
**LENNAR**

**BROUSSARD ASSOCIATES**  
 landscape architects



## FLOOR PLAN NOTES

- DRIVEWAYS TO RESIDENTIAL GARAGES SHALL HAVE A MAX. SLOPE OF 1:5% FOR A MIN. DISTANCE OF 20' FROM THE GARAGE. NO ON-SITE WATER RETENTION, NO DRAINAGE ONTO ADJACENT PROPERTY. GRADE DIFFERENTIALS GREATER THAN 12" SHALL BE SUPPORTED BY AN APPROVED RETAINING WALL.
- DOORS BETWEEN THE RESIDENCE AND THE PRIVATE GARAGE SHALL BE SELF-CLOSING AND SELF-LATCHING WHEN BOTH THE GARAGE AND RESIDENCE ARE PROTECTED BY AN AUTOMATIC RESIDENTIAL FIRE SPRINKLER SYSTEM IN ACCORDANCE WITH SECTION R301.6 & R301.8 (CFC R302.5.1).
- ALL PERMANENTLY INSTALLED LIGHTING FIXTURES SHALL BE HIGH-EFFICACY LUMINAIRES IN ACCORDANCE WITH TABLE 150.0-A OF THE CALIFORNIA ENERGY CODE.
- THE ATTIC ACCESS SHALL BE WEATHER-STRIPPED AND INSULATION EQUIVALENT TO THAT OF THE CEILING SHALL BE INSTALLED ON THE ACCESS PANEL.
- COMPLY WITH SECURITY CODE ORDINANCE:
  - PEEP HOLE OR VISION PANEL
  - STEEL PLATE AT THE DEAD BOLT STRIKER, SOLID SHIM 6" ABOVE & BELOW W/ 2-R6 x 2" SCREWS
  - WINDOWS TO MEET THE MIN. STANDARDS AS ESTABLISHED BY THE CBC STDS.
  - DEAD BOLT AT ALL EXTERIOR DOORS
- PROVIDE LISTED WATER HAMMER ARRESTORS TO SERVE THE DISHWASHER, ICE MAKER, WASHING MACHINE AND LANDSCAPE IRRIGATION AUTOMATIC VALVE MANIFOLD. DEVICES SHALL BE CONCEALED WITHIN WALLS OR ATTIC (EXCEPT LANDSCAPE IRRIGATION DEVICE)
- AIR CONDITIONING EQUIPMENT DESIGNED TO BE IN A FIXED POSITION SHALL BE SECURELY FASTENED.
- GAS VENTS TO TERMINATE NOT LESS THAN 4" FROM OPENINGS OR PROPERTY LINES AND NOT LESS THAN 12" ABOVE A DOOR, OPENABLE WINDOW OR GRAVITY AIR INLET.
- DOOR LANDING NOTES:
  - WIDTH NOT LESS THAN THE WIDTH OF DOOR SERVED AND A LENGTH IN THE DIRECTION OF TRAVEL NOT LESS THAN 36"
  - NO MORE THAN 1/8" LOWER THAN THE TOP OF THE THRESHOLD.
  - NOT MORE THAN 8" BELOW THE TOP OF THE THRESHOLD PROVIDED THAT THE DOOR DOES NOT SWING OVER THE LANDING OR FLOOR.
  - MINIMUM NET HEIGHT OF THE REQUIRED EGRESS DOOR TO BE NOT LESS THAN 18" MEASURED FROM THE TOP OF THRESHOLD TO THE BOTTOM OF THE DOOR STOP.
- ALL TUB-SHOWER OPENINGS SHALL BE RODENT PROOF, W/ 1" CEMENT COVERING IN AN APPROVED MANNER.
- THE WALL SURFACE BEHIND CERAMIC TILE OR OTHER FINISH WALL MATERIALS SUBJECT TO WATER SPLASH ARE CONSTRUCTED OF MATERIALS NOT ADVERSELY AFFECTED BY WATER. USE FIBER-CEMENT, FIBER-MAT REINFORCED CEMENT OR GLASS MAT GYPSUM BACKERS. WATER RESISTANT GYPSUM BOARD IS NO LONGER PERMITTED TO BE USED IN THESE LOCATIONS.
- MAXIMUM SILL HEIGHT TO NET WINDOW OPENING OF 44-INCHES ABOVE THE FINISHED FLOOR FOR ALL THE WINDOWS USED FOR EMERGENCY EXIT WITH MIN. 20" H AND 24" H OPENING WITH A MIN. OPEN AREA OF 5.7 SQ. FT.
- THE MAXIMUM HOT WATER TEMPERATURE DISCHARGE SHALL BE LIMITED FOR THE FOLLOWING:
  - BATHTUBS AND WHIRLPOOL BATHTUBS SHALL BE LIMITED TO 120°F BY A DEVICE THAT CONFORMS TO ASSE 1010 OR CSA B125.3 (CFC SECTION 404.4) THE WATER HEATER THERMOSTAT SHALL NOT BE CONSIDERED A CONTROL FOR MEETING THIS PROVISION.
  - SHOWERS AND TUB/SHOWER COMBINATION SHALL BE PROVIDED WITH INDIVIDUAL CONTROL VALVES OF THE PRESSURE BALANCE, THERMOSTATIC, OR COMBINATION PRESSURE BALANCE/THERMOSTATIC MIXING VALVES TYPE THAT PROVIDE SCALD AND THERMAL SHOCK PROTECTION FOR THE RATED FLOW RATE OF THE INSTALLED SHOWERHEAD. THESE VALVES SHALL BE INSTALLED AT THE POINT OF USE AND IN ACCORDANCE WITH ASSE 1016 OR ASME A112.18.1/CSA B125.1 (CFC SECTION 408.3)
- ALL HOSE BIBS SHALL BE EQUIPPED WITH NON-REMOVABLE BACK FLOW PREVENTERS.
- ALL PLUMBING CONVEYING OR DISPENSING WATER FROM HUMAN CONSUMPTION SHALL COMPLY WITH AB 1853 FOR LEAD CONTENT.
- THE T AND P RELIEF VALVE HAVING A FULL SIZED DRAIN OF GALV. STEEL OF HARD DRAWN COPPER TO THE OUTSIDE OF THE BLDG. WITH THE END OF PIPE NOT MORE THAN 2" OR LESS THAN 6" ABOVE THE GRADE, POINTING DOWNWARD, THE TERMINAL END BEING UNTHREADED.
- ALL HABITABLE ROOMS SHALL HAVE AN AGGREGATE GLAZING AREA OF NOT LESS THAN 8% OF THE FLOOR AREA OF EACH ROOM FOR NATURAL LIGHT. THE MINIMUM OPENABLE AREA TO THE OUTDOORS SHALL BE 4% OF THE FLOOR AREA BEING VENTILATED. (CFC R303.1)
- BATHROOMS, WATER CLOSET COMPARTMENTS AND OTHER SIMILAR ROOMS SHALL BE PROVIDED WITH AGGREGATE GLAZING AREA IN WINDOWS OF NOT LESS THAN 3 SQUARE FEET, ONE HALF OF WHICH MUST BE OPENABLE. GLAZED AREAS NOT REQUIRED WHERE ARTIFICIAL LIGHT AND MECHANICAL VENTILATION ARE PROVIDED. (CFC R303.3)
- GARAGE FLOOR USED FOR THE PARKING OF AUTOMOBILES OR OTHER VEHICLES SHALL BE SLOPED TO FACILITATE THE MOVEMENT OF LIQUIDS TO A DRAIN OR TOWARD THE MAIN VEHICLE ENTRY DOOR. (CFC R304.1)
- WHEN AN OCCUPIABLE SPACE ADJOINS A GARAGE, THE DESIGN MUST PREVENT MIGRATION OF CONTAMINANTS TO THE ADJOINING OCCUPIABLE SPACE. DOORS BETWEEN THE OCCUPIABLE SPACE AND THE GARAGE SHALL BE GASKETED OR MADE SUBSTANTIALLY AIRTIGHT WITH WEATHER STRIPPING.
- MECHANICAL SYSTEMS INCLUDING HEATING AND AIR CONDITIONING SYSTEMS THAT SUPPLY AIR TO HABITABLE SPACES SHALL HAVE MERV 13 FILTERS OR BETTER.



## FLOOR PLAN

SCALE: 1/4" = 1'-0"

### FLOOR PLAN DIMENSION NOTE:

- FLOOR PLAN WALLS SHOWN ARE NOMINAL IN WIDTH.
- DIMENSION SHOWN ARE PLUS OR MINUS.
- IT IS THE FRAMER'S RESPONSIBILITY TO ADJUST ALL CLEARANCES PRIOR TO CONSTRUCTION.
- ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGNER BEFORE COMMENCING OF ANY WORK.

## FLOOR PLAN KEY NOTES:

- INDOOR TYPE TANK-LESS WATER HEATER WITH ANTI-FREEZING CONTROLS BY RINNAI (RUCB0N) OR ANY APPROVED EQUAL. ISOLATION VALVES AND HOSE BIBBS REQUIRED FOR TANK-LESS WATER HEATER. INSTALL PER MANUFACTURER'S INSTALLATION INSTRUCTIONS AND SPECIFICATIONS.
- FREE STANDING RANGE W/ MICRO & HOOD (VTR)-VERTICAL CLEARANCE ABOVE THE RANGE TO COMBUSTIBLES IS 30" UNPROTECTED, OR 24" PROTECTED AND THE HORIZONTAL DIMENSION IS REQUIRED TO BE PER THE PERMANENT MARKING LISTED ON THE UNIT.
- KITCHEN SINK- KITCHEN SINK COMPARTMENT W/ GARBAGE DISPOSAL. KITCHEN FAUCETS SHALL NOT EXCEED 1.2 GALLONS PER MINUTE AT 60 PSI.
- MAX. 36" HEIGHT COUNTER TOP WITH BUILT IN CABINET BELOW.
- DISHWASHER- INSTALL PER MANUFACTURER'S INSTALLATION INSTRUCTIONS.
- REFRIGERATOR SPACE W/ COLD WATER SUDS.
- DASHED LINE DENOTES CABINET ABOVE.
- DRYER SPACE- PROVIDE BACKDRAFT DAMPER @ VENT TERMINATION.
- WASHER SPACE- PROVIDE LISTED WATER HAMMER ARRESTOR.
- WATER CLOSET- TYP. LOW FLOW 1.28 GALL. MAX. PER FLUSH & MUST HAVE 30" WIDTH AND 24" CLEAR IN FRONT OF THE FIXTURE, AND SHALL NOT BE SET CLOSER THAN 6" FROM ITS CENTER TO ANY SIDE WALL OR OBSTRUCTION.
- LAVATORY COUNTER TOP WITH BUILT IN CABINET BELOW. LAVATORY FAUCETS SHALL NOT EXCEED 1.2 GALLONS PER MINUTE AT 60 PSI, BUT NOT BE LESS THAN 0.8 GALLONS PER MINUTE AT 20 PSI.
- TUB AND SHOWER- PREFAB FIBER GLASS W/ WALLS 1/2" MIN. AND SHOWER CURTAIN OR TEMP. SLIDING GLASS ENCLOSED. SHOWERHEADS SHALL NOT EXCEED 2.0 GALLONS PER MINUTE AT 60 PSI.
- SHOWER- PREFAB FIBER GLASS OR CUSTOM SHOWER W/ SHOWER WALLS 1/2" MIN. AND 24" MIN. TEMP. GLASS DOOR AND SHALL BE SHING OUTWARD. A MIN. AREA OF 1024 SQ. IN. REGARDLESS OF SHAPE WITH A MIN. 30" DIA. CIRCLE. SHOWERHEADS SHALL NOT EXCEED 2.0 GALLONS PER MINUTE AT 60 PSI.
- PREFAB FIBER GLASS TUB WITH PLATFORM. MAX. HOT WATER TEMPERATURE DISCHARGING FROM TUB FILLER SHALL BE LIMITED TO 120°F.
- HOSE BIB- PROVIDE NON-REMOVABLE BACK FLOW PREVENTERS.
- LINEN CLOSET W/ 5 SHELVES (12" MIN).
- CLOTHES CLOSET WITH SHELF AND POLE.
- PANTRY WITH 5 SHELVES (16" MIN).
- 30"x30" MIN. ATTIC ACCESS FOR FURNACE WITHIN 20' MAX. ATTIC ACCESS SHALL BE WEATHER-STRIPPED AND INSULATION EQUIVALENT TO THAT OF THE CEILING SHALL BE INSTALLED ON THE ACCESS PANEL. THE ATTIC ACCESS DOOR SHALL HAVE PERMANENTLY ATTACHED INSULATION USING ADHESIVE OR MECHANICAL FASTENERS. THE ATTIC ACCESS SHALL BE GASKETED TO PREVENT AIR LEAKAGE.
- 1-3/8" THICK SOLID CORE DOOR, PROVIDE 3 HINGES OUT OF WHICH 2 MIN. ARE SELF CLOSING AND SELF LATCHING.
- PROVIDE 5/8" (TYPE X) GYP. BOARD AT ALL WALLS AND CEILING INCLUDING EXPOSED POSTS AND BEAMS BET. GARAGE AND RESIDENCE. TAPE AND FINISH AS REQUIRED. (MAY USED 1/2" MIN. GYP. BD. AT ALL LOCATIONS THAT IS NOT BETWEEN THE RESIDENCE AND GARAGE.)
- CONCRETE SLAB MIN. 3-1/2" THICK 0/ 2" FILL SAND 0/ 10 MILL VAPOR BARRIER 0/ 40% COMPACTED NATIVE SOIL OR PER FOUNDATION PLAN.
- PORCH/PATIO/GARAGE SLAB MIN. 3-1/2" THICK W/ TOOLED OR SAW CUT CONTROL JOINT & SLOPE TO DRAIN. REFER TO FOUNDATION PLAN.
- CONCRETE STOOP (MIN. 3'x3') SLOPE TO DRAIN. SEE FOUNDATION PLAN.

## ENERGY COMPLIANCE SUMMARY

### FENESTRATION

GLAZING TYPE	U-VALUE	SHGC
HORIZ. SLIDERS	0.30	0.23
SINGLE HING	0.30	0.23
FIX GLASS	0.21	0.25
GLASS DOORS	0.32	0.22
FRENCH DOOR	0.30	0.23

### BUILDING INSULATION

SURFACE:	R-VALUE
EXT. WALL (2X4)	R-15 W/ R5 FOAM
EXT. WALL (2X6)	R-21 W/ R5 FOAM
GARAGE INT. WALL	R-15 W/ NO FOAM
NOTE: NO FOAM AT WOOD SIDING/BRICK VENEER	
ATTIC PONY WALL	R-21
ROOF W/ Radiant Barrier	R-44
ROOF @ FAU W/ Radiant Barrier	R-30

ROOF REFLECTANCE	0.16
ROOF EMITTANCE	0.92

### HVAC / WATER HEATING

COMPONENT	EFFICIENCY
HEAT PUMP	9.0 HEFF
AIR CONDITIONER	16.0 SEER
AIR CONDITIONER	13.0 EER
DUCT INSULATION	R- 8.0
WATER HEATER (TANKLESS)	0.93 UEF

REFER TO CFIR FOR MORE DETAILS AND INFORMATION

### HERS FEATURE SUMMARY PER TITLE 24 TO BE FIELD-VERIFIED BY A CERTIFIED HERS RATER:

- Building-level Verifications:
  - Quality Insulation Installation (a1)
  - IAQ mechanical ventilation
  - Kitchen range hood
  - Cooling System Verifications:
    - Minimum Airflow
    - Verified EER
    - Verified SEER
    - Verified Refrigerant Charge
    - Fan Efficacy Watts/CFM
  - Heating System Verifications:
    - Verified HEFF
    - Verified heat pump rated heating capacity
  - HVAC Distribution System Verifications:
    - Duct Sealing
    - Low-leakage Air Handling Unit
  - Domestic Hot Water System Verifications:
    - None

### REQUIRED SPECIAL FEATURES

- PV System: 3.3 kWdc
- Non-standard roof reflectance
- Ceiling has high level of insulation
- Window overhangs and/or fins

STANDARD PLAN  
CITY OF FRESNO DEVELOPMENT DEPT.

#20-TEMP - 284

DATE NOV 6 2020 BY EA

### REVIEWED

FOR  
CODE COMPLIANCE

Oct 16, 2020

INTERWEST CONSULTING GROUP

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REV. DATE DESCRIPTION OF WORK

1/1 10-10-19 WINDOW WAS DELETED

FRESNO  
PLAN 2001 (TORREY)

DATE FEB. 1, 2020  
PROJECT CALIFORNIA SERIES

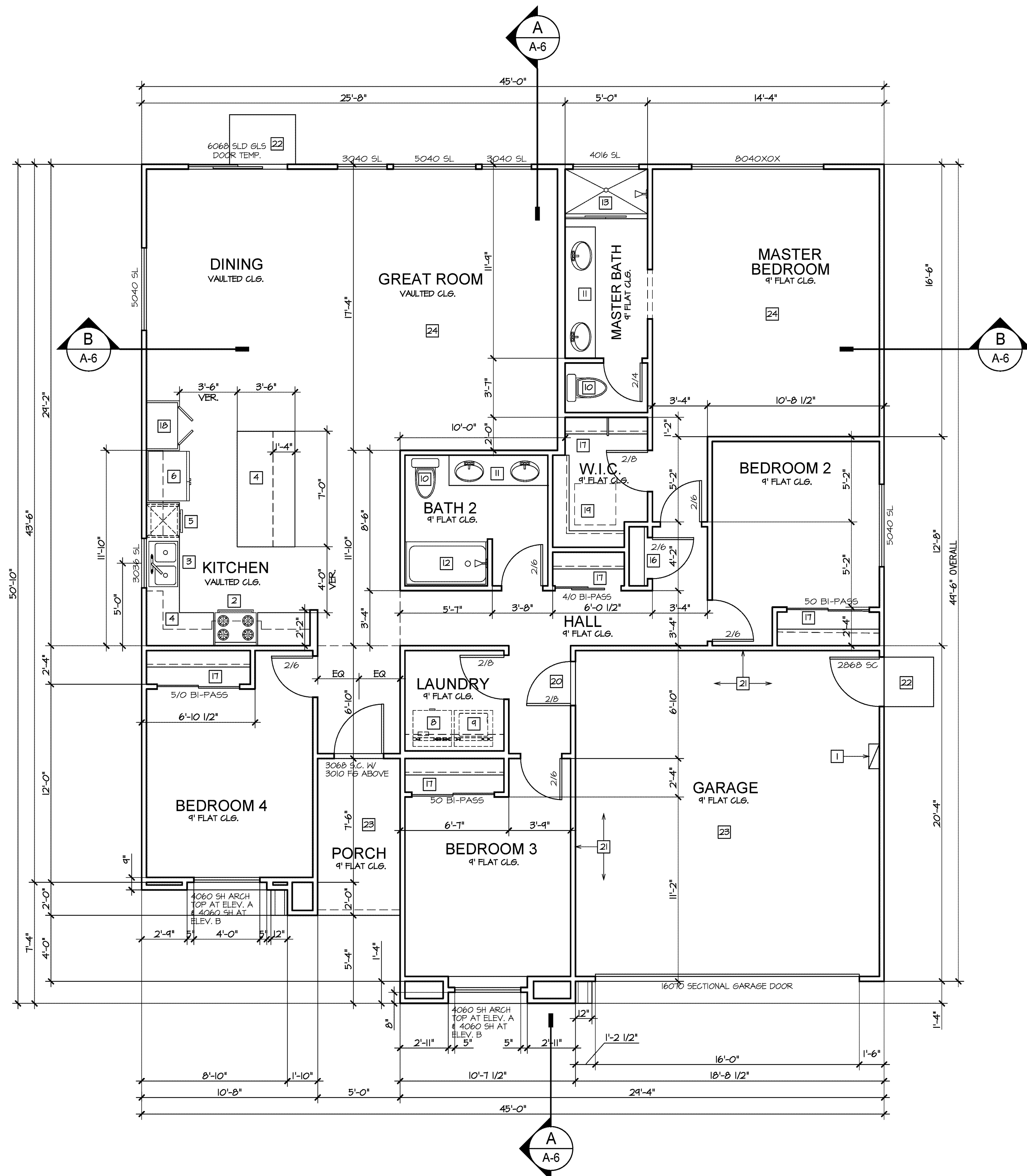
LENNAR®  
8080 N. PALM AVE. SUITE 110, FRESNO, CA. 93711 PHONE (559) 447-3400

SHEET NO.

A-1

OF SHEETS





**FLOOR PLAN** 1,725 SQ. FT.

SCALE: 1/4" = 1'-0"

**FLOOR PLAN DIMENSION NOTE:**

- FLOOR PLAN WALLS SHOWN ARE NOMINAL IN WIDTH.
- DIMENSION SHOWN ARE PLUS OR MINUS.
- IT IS THE FRAMER'S RESPONSIBILITY TO ADJUST ALL CLEARANCES PRIOR TO CONSTRUCTION.
- ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGNER BEFORE COMMENCING OF ANY WORK.

## FLOOR PLAN KEY NOTES:

1. INDOOR TYPE TANK-LESS WATER HEATER WITH ANTI-FREEZING CONTROLS FROM THE GARAGE. NO ON-SITE WATER RETENTION. NO DRAINAGE ONTO ADJACENT PROPERTY. GRADE DIFFERENTIALS GREATER THAN 12" SHALL BE SUPPORTED BY AN GREATER THAN 12" SHALL BE DONE BY AN APPROVED RETAINING WALL.
2. FREE STANDING RANGE W/ MICRO & HOOD (VTR)-VERTICAL CLEARANCE ABOVE THE RANGE TO COMBUSTIBLES IS 30" UNPROTECTED, OR 24" PROTECTED AND THE HORIZONTAL DIMENSION IS REQUIRED TO BE PER THE PERMANENT MARKING LISTED ON THE UNIT.
3. KITCHEN SINK- KITCHEN SINK COMPARTMENT W/ GARBAGE DISPOSAL. KITCHEN FAUCETS SHALL NOT EXCEED 1.5 GALLONS PER MINUTE AT 60 PSI. MAX. 36" HEIGHT COUNTER TOP WITH BUILT IN CABINET BELOW.
5. DISHWASHER- INSTALL PER MANUFACTURER'S INSTALLATION INSTRUCTIONS.
6. REFRIGERATOR SPACE W/ COLD WATER STUB
7. WALL TYPE LAVATORY WITH PEDESTAL. LAVATORY FAUCETS SHALL NOT EXCEED 1.2 GALLONS PER MINUTE AT 60 PSI, BUT NOT BE LESS THAN 0.8 GALLONS PER MINUTE AT 20 PSI.
8. DRYER SPACE- PROVIDE BACKDRAFT DAMPER & VENT TERMINATION
9. WASHER SPACE- PROVIDE LISTED WATER HAMMER ARRESTOR
10. WATER CLOSET- TYP. LOW FLOW 1.25 GAL. MAX. PER FLUSH & MUST HAVE 30" WIDTH AND 24" CLEAR IN FRONT OF THE FIXTURE AND SHALL NOT BE SET CLOSER THAN 15" FROM ITS CENTER TO ANY SIDE WALL OR OBSTRUCTION
11. LAVATORY COUNTER TOP WITH BUILT IN CABINET BELOW. LAVATORY FAUCETS SHALL NOT EXCEED 1.2 GALLONS PER MINUTE AT 60 PSI, BUT NOT BE LESS THAN 0.8 GALLONS PER MINUTE AT 20 PSI.
12. TUB AND SHOWER- PREFAB FIBER GLASS W/ WALLS \*12" MIN. AND SHOWER CURTAIN OR TEMP. SLIDING GLASS ENCLOSED. SHOWERHEADS SHALL NOT EXCEED 2.0 GALLONS PER MINUTE AT 80 PSI.
13. SHOWER- PREFAB FIBER GLASS OR CUSTOM SHOWER W/ SHOWER WALLS \*12" MIN. AND 24" MIN. TEMP. GLASS DOOR AND SHALL BE SAVING OUTWARD. A MIN. AREA OF 1024 SQ. IN. REGARDLESS OF SHAPE WITH A MIN. 30" DIA. CIRCLE. SHOWERHEADS SHALL NOT EXCEED 2.0 GALLONS PER MINUTE AT 80 PSI.
14. PREFAB FIBER GLASS TUB WITH PLATFORM. MAX. HOT WATER TEMPERATURE DISCHARGING FROM TUB FILLER SHALL BE LIMITED TO 120°F.
15. HOSE BIB- PROVIDE NON REMOVABLE BACK FLOW PREVENTERS
16. LINEN CLOSET W/ 5 SHELVES (12" MIN.)
17. CLOTHES CLOSET WITH SHELF AND POLE
18. PANTRY CABINET WITH 5 SHELVES (16" MIN.)
19. 30"x30" MIN. ATTIC ACCESS FOR FURNACE WITHIN 20' MAX. ATTIC ACCESS SHALL BE WEATHER-STRIPPED AND INSULATION EQUIVALENT TO THAT OF THE CEILING SHALL BE INSTALLED ON THE ACCESS PANEL. THE ATTIC ACCESS DOOR SHALL HAVE PERMANENTLY ATTACHED INSULATION USING ADHESIVE OR MECHANICAL FASTENERS. THE ATTIC ACCESS SHALL BE GASKETED TO PREVENT AIR LEAKAGE.
20. 1-3/8" THICK SOLID CORE DOOR. PROVIDE 3 HINGES OUT OF WHICH 2 MIN. ARE SELF CLOSING AND SELF LATCHING
21. PROVIDE 5/8" (TYPE X) GYP. BOARD AT ALL WALLS AND CEILING INCLUDING EXPOSED POSTS AND BEAMS BET. GARAGE AND RESIDENCE. TAPE AND FINISH AS REQUIRED. (MAY USED 1/2" MIN. GYP. BD. AT ALL LOCATIONS THAT IS NOT BETWEEN THE RESIDENCE AND GARAGE.)
22. CONCRETE STOOOP (MIN. 3"x3") SLOPE TO DRAIN. SEE FOUNDATION PLAN
23. PORCH/PATIO/GARAGE SLAB MIN. 3-1/2" THICK W/ TOOLED OR SAW CUT CONTROL JOINT & SLOPE TO DRAIN. REFER TO FOUNDATION PLAN.
24. CONCRETE SLAB MIN. 3-1/2" THICK 0/ 2" FILL SAND 0/ 10 MILL VAPOR BARRIER 0/ 40% COMPACTED NATIVE SOIL OR PER FOUNDATION PLAN

## ENERGY COMPLIANCE SUMMARY

### FENESTRATION

GLAZING TYPE	U-VALUE	SHGC
HORIZ. SLIDERS	0.30	0.23
SINGLE HUNG	0.30	0.23
FIX GLASS	0.27	0.25
GLASS DOORS	0.32	0.22
FRENCH DOOR	0.30	0.23

### BUILDING INSULATION

SURFACE:	R-VALUE
EXT. WALL (2X4)	R-15 W/ RS FOAM
EXT. WALL (2X6)	R-21 W/ RS FOAM
GARAGE INT. WALL	R-15 W/ NO FOAM
NOTE: NO FOAM AT WOOD SIDING/BRICK VENEER	
ATTIC PONY WALL	R-21
ROOF W/ Radiant Barrier	R-44
ROOF @ FAU W/ Radiant Barrier	R-30

ROOF REFLECTANCE	0.16
ROOF EMITTANCE	0.92

### HVAC / WATER HEATING

COMPONENT	EFFICIENCY
HEAT PUMP	9.0 HEFF
AIRCONDITIONER	16.0 SEER
AIR CONDITIONER	15.0 EER
DUCT INSULATION	R- 8.0
WATER HEATER (TANKLESS)	0.83 UEF

REFER TO CDR FOR MORE DETAILS AND INFORMATION

## FLOOR PLAN NOTES

1. DRIVEWAYS TO RESIDENTIAL GARAGES SHALL HAVE A MAX. SLOPE OF A 15% FOR A MIN. DISTANCE OF 20' FROM THE GARAGE. NO ON-SITE WATER RETENTION. NO DRAINAGE ONTO ADJACENT PROPERTY. GRADE DIFFERENTIALS GREATER THAN 12" SHALL BE SUPPORTED BY AN GREATER THAN 12" SHALL BE DONE BY AN APPROVED RETAINING WALL.
2. DOORS BETWEEN THE RESIDENCE AND THE PRIVATE GARAGE SHALL BE SELF-CLOSING AND SELF-LATCHING WHEN BOTH THE GARAGE AND RESIDENCE ARE PROTECTED BY AN AUTOMATIC RESIDENTIAL FIRE SPRINKLER SYSTEM IN ACCORDANCE WITH SECTION R304.6 & R313. (CFC R302.5.1)
3. ALL PERMANENTLY INSTALLED LIGHTING FIXTURES SHALL BE HIGH-EFFICACY LUMINAIRES IN ACCORDANCE WITH TABLE 150.0-A OF THE CALIFORNIA ENERGY CODE.
4. THE ATTIC ACCESS SHALL BE WEATHER-STRIPPED AND INSULATION EQUIVALENT TO THAT OF THE CEILING SHALL BE INSTALLED ON THE ACCESS PANEL.
5. COMPLY WITH SECURITY CODE ORDINANCE:
  - A) PEEP HOLE OR VISION PANEL
  - B) STEEL PLATE AT THE DEAD BOLT STRIKER, SOLID SHIM 6" ABOVE & BELOW W/ 2-#6 x 2" SCREWS
  - C) WINDOWS TO MEET THE MIN. STANDARDS AS ESTABLISHED BY THE CBC STDS.
  - D) DEAD BOLT AT ALL EXTERIOR DOORS
6. PROVIDE LISTED WATER HAMMER ARRESTORS TO SERVE THE DISHWASHER, ICE MAKER, WASHING MACHINE AND LANDSCAPE IRRIGATION AUTOMATIC VALVE MANIFOLD. BE CONCEALED WITHIN WALLS OR ATTIC (EXCEPT LANDSCAPE IRRIGATION DEVICE)
7. AIR CONDITIONING EQUIPMENT DESIGNED TO BE IN A FIXED POSITION SHALL BE SECURELY FASTENED.
8. GAS VENTS TO TERMINATE NOT LESS THAN 4' FROM OPENINGS OR PROPERTY LINES AND NOT LESS THAN 12" ABOVE A DOOR, OPENABLE WINDOW OR GRAVITY AIR INLET.
9. DOOR LANDING NOTES:
  - A. WIDTH NOT LESS THAN THE WIDTH OF DOOR SERVED AND A LENGTH IN THE DIRECTION OF TRAVEL NOT LESS THAN 36"
  - B. NO MORE THAN 1/4" LOWER THAN THE TOP OF THE THRESHOLD.
  - C. NOT MORE THAN 1/8" BELOW THE TOP OF THE THRESHOLD PROVIDED THAT THE DOOR DOES NOT SWING OVER THE LANDING OR FLOOR
  - D. MINIMUM NET HEIGHT OF THE REQUIRED EGRESS DOOR TO BE NOT LESS THAN 78" MEASURED FROM THE TOP OF THRESHOLD TO THE BOTTOM OF THE DOOR STOP.
10. ALL TUB-SHOWER OPENINGS SHALL BE RODENT PROOF, W/ 1" GEMENT COVERING IN AN APPROVED MANNER.
11. THE WALL SURFACE BEHIND CERAMIC TILE OR OTHER FINISH WALL MATERIALS SUBJECT TO WATER SPLASH ARE CONSTRUCTED OF MATERIALS NOT ADVERSELY AFFECTED BY WATER. USE FIBER-CEMENT, FIBER-MAT REINFORCED CEMENT OR GLASS-MAT GYPSUM BACKERS. WATER RESISTANT GYPSUM BOARD IS NO LONGER PERMITTED TO BE USED IN THESE LOCATIONS.
12. MAXIMUM SILL HEIGHT TO NET WINDOW OPENING OF 44-INCHES ABOVE THE FINISHED FLOOR FOR ALL THE WINDOWS USED FOR EMERGENCY EXIT WITH MIN. 20"W AND 24"H OPENING WITH A MIN. OPEN AREA OF 5.7 SQ. FT.
13. THE MAXIMUM HOT WATER TEMPERATURE DISCHARGE SHALL BE LIMITED FOR THE FOLLOWING:
  - A. BATHTUBS AND WHIRLPOOL BATHTUBS SHALL BE LIMITED TO 120°F BY A DEVICE THAT CONFORMS TO ASSE 1070 OR CSA B125.3. (CFC SECTION 409.4) (THE WATER HEATER THERMOSTAT SHALL NOT BE CONSIDERED A CONTROL FOR MEETING THIS PROVISION)
  - B. SHOWER AND TUB-SHOWER COMBINATION SHALL BE PROVIDED WITH INDIVIDUAL CONTROL VALVES OF THE PRESSURE BALANCE, THERMOSTATIC, OR COMBINATION PRESSURE BALANCE/THERMOSTATIC MIXING VALVES TYPE THAT PROVIDE SCALD AND THERMAL SHOCK PROTECTION FOR THE RATED FLOW RATE OF THE INSTALLED SHOWERHEAD. THESE VALVES SHALL BE INSTALLED AT THE POINT OF USE AND IN ACCORDANCE WITH ASSE 1016 OR ASME A112.18.1/CSA B125.1 (CFC SECTION 408.3)
14. ALL HOSE BIBS SHALL BE EQUIPPED WITH NON-REMOVABLE BACK FLOW PREVENTERS.
15. ALL PLUMBING CONVEYING OR DISPENSING WATER FROM HUMAN CONSUMPTION SHALL CONFORM WITH ABA 1059 FOR LEAD CONTENT
16. THE T AND P RELIEF VALVE HAVING A FULL SIZED DRAIN OF GALV. STEEL OF HARD DRAIN COPPER TO THE OUTSIDE OF THE BLDG. WITH THE END OF PIPE NOT MORE THA 2' OR LESS THAN 6" ABOVE THE GRADE, POINTING DOWNWARD, THE TERMINAL END BEING UNTHREADED.
17. ALL HABITABLE ROOMS SHALL HAVE AN AGGREGATE GLAZING AREA OF NOT LESS THAN 8% OF THE FLOOR AREA OF SUCH ROOMS FOR NATURAL LIGHT. THE MINIMUM OPENABLE AREA TO THE OUTDOORS SHALL BE 4% OF THE FLOOR AREA BEING VENTILATED. (CFC R303.1)
18. BATHROOMS, WATER CLOSET COMPARTMENTS AND OTHER SIMILAR ROOMS SHALL BE FIELD-VERIFIED BY A CERTIFIED HERS RATER. BUILDING-LEVEL VERIFICATIONS:
  - Quality Insulation Installation (a1)
  - IAQ mechanical ventilation
  - Kitchen range hood
  - Cooling System Verifications:
  - Minimum Airflow
  - Verified EER
  - Verified SEER
  - Verified Refrigerant Charge
  - Fan Efficacy Wats/CFM
  - Heating System Verifications:
  - Verified HSPF
  - Verified heat pump rated heating capacity
  - HVAC Distribution System Verifications:
  - Duct Sealing
  - Low-leakage Air Handling Unit
  - Domestic Hot Water System Verifications:
  - None --
19. GARAGE FLOOR USED FOR THE PARKING OF AUTOMOBILES OR OTHER VEHICLES SHALL BE SLOPED TO FACILITATE THE MOVEMENT OF LIQUIDS TO A DRAIN OR TOWARD THE MAIN VEHICLE ENTRY DOOR. (CFC R304.1)
20. WHEN AN OCCUPIABLE SPACE ADJOINS A GARAGE, THE DESIGN MUST PREVENT MIGRATION OF CONTAMINANTS TO THE ADJOINING OCCUPIABLE SPACE. DOORS BETWEEN THE OCCUPIABLE SPACE AND THE GARAGE SHALL BE GASKETED OR MADE SUBSTANTIALLY AIRTIGHT WITH WEATHER STRIPPING.
21. MECHANICAL SYSTEMS INCLUDING HEATING AND AIR CONDITIONING SYSTEMS THAT SUPPLY AIR TO HABITABLE SPACES HALL HAVE MERV 13 FILTERS OR BETTER.

## REVIEWED

FOR  
CODE COMPLIANCE

Oct 16, 2020

INTERWEST CONSULTING GROUP

STANDARD PLAN  
CITY OF FRESNO DEVELOPMENT DEPT.

#20-TEMP - 285

DATE NOV 6 2020 BY EA

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DESCRIPTION OF WORK

REV. DATE

FRESNO  
PLAN 2002 (FOXTAIL)

PROJECT  
CALIFORNIA SERIES

DATE  
FEB. 1, 2020

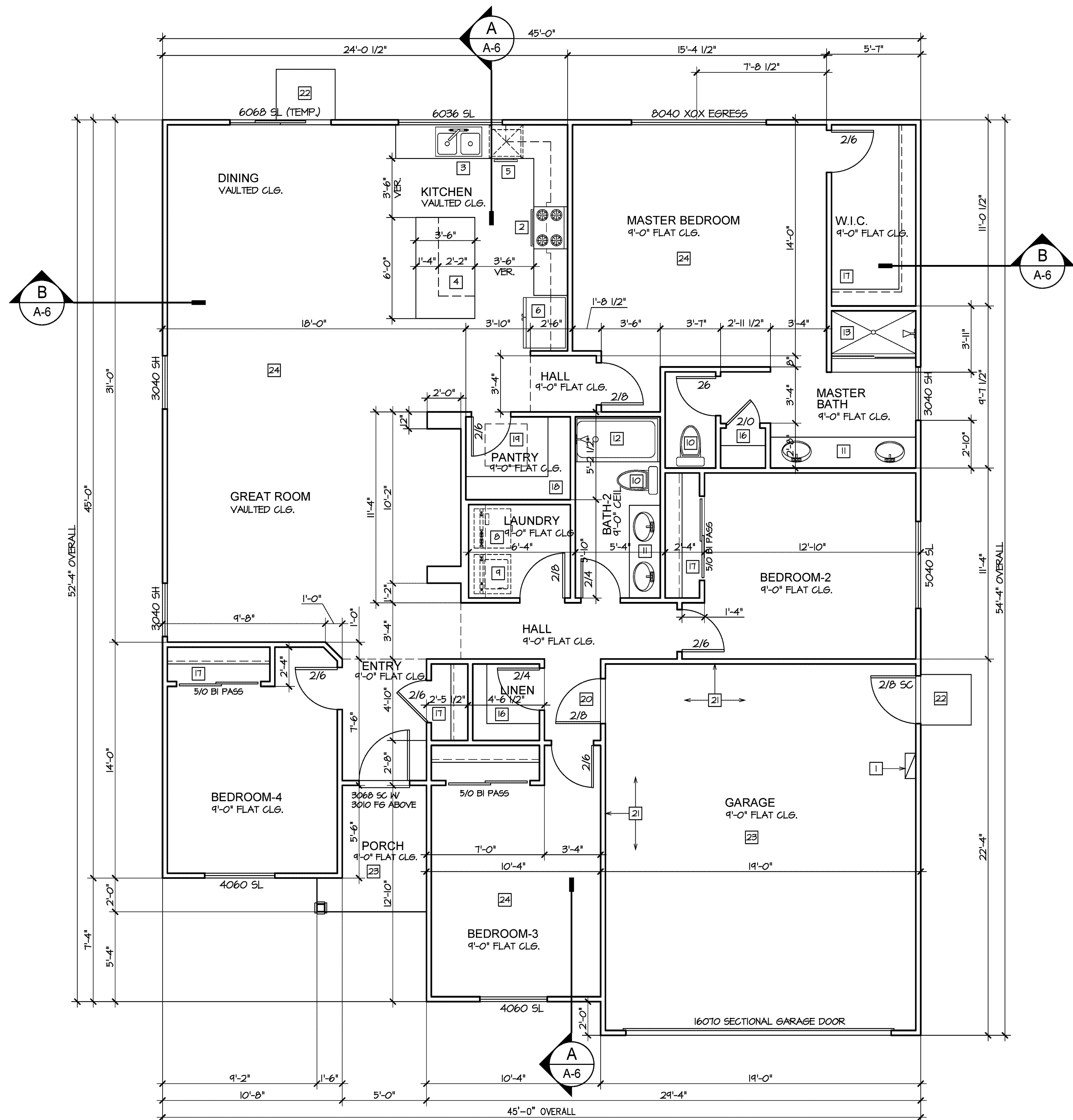
**LENNAR**  
8080 N. PALM AVE. SUITE 110, FRESNO, CA. 93711 PHONE (559) 447-3400

SHEET NO.

**A-1**

OF SHEETS





## FLOOR PLAN 1,838 SQ. FT.

SCALE: 1/4" = 1'-0"

### FLOOR PLAN DIMENSION NOTE:

- FLOOR PLAN WALLS SHOWN ARE NOMINAL IN WIDTH.
- DIMENSION SHOWN ARE PLUS OR MINUS.
- IT IS THE FRAMER'S RESPONSIBILITY TO ADJUST ALL CLEARANCES PRIOR TO CONSTRUCTION.
- ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGNER BEFORE COMMENCING OF ANY WORK.

### FLOOR PLAN KEY NOTES:

- INDOOR TYPE TANK-LESS WATER HEATER WITH ANTI-FREEZING CONTROLS FROM THE GARAGE. NO ON-SITE WATER RETENTION. NO DRAINAGE ONTO ADJACENT PROPERTY. GRADE DIFFERENTIALS GREATER THAN 12" SHALL BE SUPPORTED BY AN APPROVED RETAINING WALL.
- FREE STANDING RANGE W/ MICRO & HOOD (VTR)-VERTICAL CLEARANCE ABOVE THE RANGE TO COMBUSTIBLES IS 30" UNPROTECTED, OR 24" PROTECTED AND THE HORIZONTAL DIMENSION IS REQUIRED TO BE PER THE PERMANENT MARKING LISTED ON THE UNIT.
- KITCHEN SINK- KITCHEN SINK COMPARTMENT W/ GARBAGE DISPOSAL. KITCHEN FAUCETS SHALL NOT EXCEED 1.5 GALLONS PER MINUTE AT 60 PSI. MAX. 36" HEIGHT COUNTER TOP WITH BUILT IN CABINET BELOW.
- DISHWASHER- INSTALL PER MANUFACTURER'S INSTALLATION INSTRUCTIONS.
- REFRIGERATOR SPACE W/ COLD WATER STUB
- WALL TYPE LAVATORY WITH PEDESTAL. LAVATORY FAUCETS SHALL NOT EXCEED 1.2 GALLONS PER MINUTE AT 60 PSI, BUT NOT BE LESS THAN 0.8 GALLONS PER MINUTE AT 20 PSI.
- DRYER SPACE- PROVIDE BACKDRAFT DAMPER & VENT TERMINATION
- WASHER SPACE- PROVIDE LISTED WATER HAMMER ARRESTOR
- WATER CLOSET- TYP. LOW FLOW 1.25 GAL. MAX. PER FLUSH & MUST HAVE 30" WIDTH AND 24" CLEAR IN FRONT OF THE FIXTURE, AND SHALL NOT BE SET CLOSER THAN 15" FROM ITS CENTER TO ANY SIDE WALL OR OBSTRUCTION
- LAVATORY COUNTER TOP WITH BUILT IN CABINET BELOW. LAVATORY FAUCETS SHALL NOT EXCEED 1.2 GALLONS PER MINUTE AT 60 PSI, BUT NOT BE LESS THAN 0.8 GALLONS PER MINUTE AT 20 PSI.
- TUB AND SHOWER- PREFAB FIBER GLASS W/ WALLS +12" MIN. AND SHOWER CURTAIN OR TEMP. SLIDING GLASS ENCLOSED. SHOWERHEADS SHALL NOT EXCEED 2.0 GALLONS PER MINUTE AT 80 PSI.
- SHOWER- PREFAB FIBER GLASS OR CUSTOM SHOWER W/ SHOWER WALLS +12" MIN. AND 24" MIN. TEMP. GLASS DOOR AND SHALL BE SAVING OUTWARD. A MIN. AREA OF 1024 SQ. IN. REGARDLESS OF SHAPE WITH A MIN. 30" DIA. CIRCLE. SHOWERHEADS SHALL NOT EXCEED 2.0 GALLONS PER MINUTE AT 80 PSI.
- PREFAB FIBER GLASS TUB WITH PLATFORM. MAX. HOT WATER TEMPERATURE DISCHARGING FROM TUB FILLER SHALL BE LIMITED TO 120°F.
- HOSE BIB- PROVIDE NON REMOVABLE BACK FLOW PREVENTERS
- LINEN CLOSET W/ 5 SHELVES (12" MIN)
- CLOTHES CLOSET WITH SHELF AND POLE
- PANTRY WITH 5 SHELVES (16" MIN)
- 30"x30" MIN. ATTIC ACCESS FOR FURNACE WITHIN 20' MAX. ATTIC ACCESS SHALL BE WEATHER-STRIPPED AND INSULATION EQUIVALENT TO THAT OF THE CEILING SHALL BE INSTALLED ON THE ACCESS PANEL. THE ATTIC ACCESS DOOR SHALL HAVE PERMANENTLY ATTACHED INSULATION USING ADHESIVE OR MECHANICAL FASTENERS. THE ATTIC ACCESS SHALL BE GASKETED TO PREVENT AIR LEAKAGE.
- CONCRETE STOOOP (MIN. 3"x3") SLOPE TO DRAIN. SEE FOUNDATION PLAN
- PORCH/PATIO/GARAGE SLAB MIN. 3-1/2" THICK W/ TOOLED OR SAW CUT CONTROL JOINT & SLOPE TO DRAIN. REFER TO FOUNDATION PLAN.
- CONCRETE SLAB MIN. 3-1/2" THICK 0/ 2" FILL SAND 0/ 10 MILL VAPOR BARRIER 0/ 100% COMPACTED NATIVE SOIL OR PER FOUNDATION PLAN

### FLOOR PLAN NOTES

- DRIVEWAYS TO RESIDENTIAL GARAGES SHALL HAVE A MAX. SLOPE OF 1/8" FOR A MIN. DISTANCE OF 20' FROM THE GARAGE. NO ON-SITE WATER RETENTION. NO DRAINAGE ONTO ADJACENT PROPERTY. GRADE DIFFERENTIALS GREATER THAN 12" SHALL BE SUPPORTED BY AN APPROVED RETAINING WALL.
- DOORS BETWEEN THE RESIDENCE AND THE PRIVATE GARAGE SHALL BE SELF-CLOSING AND SELF-LATCHING WHEN BOTH THE GARAGE AND RESIDENCE ARE PROTECTED BY AN AUTOMATIC RESIDENTIAL FIRE SPRINKLER SYSTEM IN ACCORDANCE WITH SECTION R304.6 & R303. (CFC R302.5.1)
- ALL PERMANENTLY INSTALLED LIGHTING FIXTURES SHALL BE HIGH-EFFICACY LUMINAIRES IN ACCORDANCE WITH TABLE 150.0-A OF THE CALIFORNIA ENERGY CODE.
- THE ATTIC ACCESS SHALL BE WEATHER-STRIPPED AND INSULATION EQUIVALENT TO THAT OF THE CEILING SHALL BE INSTALLED ON THE ACCESS PANEL.
- COMPLY WITH SECURITY CODE ORDINANCE:
  - PEEP HOLE OR VISION PANEL
  - STEEL PLATE AT THE DEAD BOLT STRIKER, SOLID SHIM 6" ABOVE & BELOW W/ 2-#6 x 2" SCREWS
  - WINDOWS TO MEET THE MIN. STANDARDS AS ESTABLISHED BY THE CBC STDS.
  - DEAD BOLT AT ALL EXTERIOR DOORS
- PROVIDE LISTED WATER HAMMER ARRESTORS TO SERVE THE DISHWASHER, ICE MAKER, WASHING MACHINE AND LANDSCAPE IRRIGATION AUTOMATIC VALVE MANIFOLD. DEVICES SHALL BE CONCEALED WITHIN WALLS OR ATTIC (EXCEPT LANDSCAPE IRRIGATION DEVICE)
- AIR CONDITIONING EQUIPMENT DESIGNED TO BE IN A FIXED POSITION SHALL BE SECURELY FASTENED.
- GAS VENTS TO TERMINATE NOT LESS THAN 4' FROM OPENINGS OR PROPERTY LINES AND NOT LESS THAN 12" ABOVE A DOOR, OPENABLE WINDOW OR GRAVITY AIR INLET.
- DOOR LANDING NOTES:
  - WIDTH NOT LESS THAN THE WIDTH OF DOOR SERVED AND A LENGTH IN THE DIRECTION OF TRAVEL NOT LESS THAN 36"
  - NO MORE THAN 1/4" LOWER THAN THE TOP OF THE THRESHOLD.
  - NOT MORE THAN 1/8" BELOW THE TOP OF THE THRESHOLD PROVIDED THAT THE DOOR DOES NOT SWING OVER THE LANDING OR FLOOR.
  - MINIMUM NET HEIGHT OF THE REQUIRED EGRESS DOOR TO BE NOT LESS THAN 78" MEASURED FROM THE TOP OF THRESHOLD TO THE BOTTOM OF THE DOOR STOP.
- ALL TUB-SHOWER OPENINGS SHALL BE RODENT PROOF, W/ 1" GEMENT COVERING IN AN APPROVED MANNER.
- THE WALL SURFACE BEHIND CERAMIC TILE OR OTHER FINISH WALL MATERIALS SUBJECT TO WATER SPLASH ARE CONSTRUCTED OF MATERIALS NOT ADVERSELY AFFECTED BY WATER. USE FIBER-CEMENT BOARD OR GLASS MATT GYPSUM BACKERS. WATER RESISTANT GYPSUM BOARD IS NO LONGER PERMITTED TO BE USED IN THESE LOCATIONS.
- MAXIMUM SILL HEIGHT TO NET WINDOW OPENING OF 44-INCHES ABOVE THE FINISHED FLOOR FOR ALL THE WINDOWS USED FOR EMERGENCY EXIT WITH MIN. 20"W AND 24"H OPENING WITH A MIN. OPEN AREA OF 5.7 SQ. FT.
- THE MAXIMUM HOT WATER TEMPERATURE DISCHARGE SHALL BE LIMITED FOR THE FOLLOWING:
  - BATHTUBS AND WHIRLPOOL BATHTUBS SHALL BE LIMITED TO 120°F BY A DEVICE THAT CONFORMS TO ASSE 1070 OR CSA B125.3. (CFC SECTION 408.4) (THE WATER HEATER THERMOSTAT SHALL NOT BE CONSIDERED A CONTROL FOR MEETING THIS PROVISION)
  - SHOWERS AND TUB-SHOWER COMBINATIONS SHALL BE PROVIDED WITH INDIVIDUAL CONTROL VALVES OF THE PRESSURE BALANCE, THERMOSTATIC, OR COMBINATION PRESSURE BALANCE/THERMOSTATIC MIXING VALVES TYPE THAT PROVIDE SCALD AND THERMAL SHOCK PROTECTION FOR THE RATED FLOW RATE OF THE INSTALLED SHOWERHEAD. THESE VALVES SHALL BE INSTALLED AT THE POINT OF USE AND IN ACCORDANCE WITH ASSE 1016 OR ASME A112.81/CSA B125.1. (CFC SECTION 408.3)
- ALL HOSE BIBS SHALL BE EQUIPPED WITH NON-REMOVABLE BACK FLOW PREVENTERS.
- ALL PLUMBING CONVEYING OR DISPENSING WATER FROM HUMAN CONSUMPTION SHALL COMPLY WITH ASSE 1070 FOR LEAD CONTENT.
- THE T AND P RELIEF VALVE HAVING A FULL SIZED DRAIN OF GALV. STEEL OF HARD DRAIN COPPER TO THE OUTSIDE OF THE BLDG. WITH THE END OF PIPE NOT MORE THAN 2' OR LESS THAN 6" ABOVE THE GRADE, POINTING DOWNWARD, THE TERMINAL END BEING UNTHREADED.
- ALL HABITABLE ROOMS SHALL HAVE AN AGGREGATE GLAZING AREA OF NOT LESS THAN 8% OF THE FLOOR AREA OF SUCH ROOMS FOR NATURAL LIGHT. THE MINIMUM OPENABLE AREA TO THE OUTDOORS SHALL BE 4% OF THE FLOOR AREA BEING VENTILATED. (CFC R303.1)
- BATHROOMS, WATER CLOSET COMPARTMENTS AND OTHER SIMILAR ROOMS SHALL BE PROVIDED WITH AGGREGATE GLAZING AREA IN WINDOWS OF NOT LESS THAN 8 SQUARE FEET, ONE HALF OF WHICH MUST BE OPENABLE. GLAZED AREAS NOT REQUIRED WHERE ARTIFICIAL LIGHT AND MECHANICAL VENTILATION ARE PROVIDED. (CFC R303.3)
- GARAGE FLOOR USED FOR THE PARKING OF AUTOMOBILES OR OTHER VEHICLES SHALL BE SLOPED TO FACILITATE THE MOVEMENT OF LIQUIDS TO A DRAIN OR TOWARD THE MAIN VEHICLE ENTRY DOOR. (CFC R304.1)
- WHEN AN OCCUPIABLE SPACE ADJOINS A GARAGE, THE DESIGN MUST PREVENT MIGRATION OF CONTAMINANTS TO THE ADJOINING OCCUPIABLE SPACE. DOORS BETWEEN THE OCCUPIABLE SPACE AND THE GARAGE SHALL BE GASKETED OR MADE SUBSTANTIALLY AIRTIGHT WITH WEATHER STRIPPING.
- MECHANICAL SYSTEMS INCLUDING HEATING AND AIR CONDITIONING SYSTEMS THAT SUPPLY AIR TO HABITABLE SPACES SHALL HAVE MERV 13 FILTERS OR BETTER.

### ENERGY COMPLIANCE SUMMARY

FENESTRATION		
GLAZING TYPE	U-VALUE	SHGC
HORIZ. SLIDERS	0.30	0.23
SINGLE HUNG	0.30	0.23
FIX GLASS	0.21	0.25
GLASS DOORS	0.32	0.22
FRENCH DOOR	0.30	0.23

### BUILDING INSULATION

SURFACE:	R-VALUE
EXT. WALL (2X4)	R-15 W/RS FOAM
EXT. WALL (2X6)	R-21 W/RS FOAM
GARAGE INT. WALL	R-5 W/ NO FOAM
NOTE: NO FOAM AT WOOD SIDING/BRICK VENEER	
ATTIC PONY WALL	R-2
ROOF W/ Radiant Barrier	R-41
ROOF @ FAU w/ Radiant Barrier	R-30

ROOF REFLECTANCE	0.16
ROOF EMITTANCE	0.92

### HVAC / WATER HEATING

COMPONENT	EFFICIENCY
HEAT PUMP	4.0 SEER
AIR-CONDITIONER	16.0 SEER
AIR-CONDITIONER	15.0 EER
DUCT INSULATION	R-8.0
WATER HEATER (TANKLESS)	0.93 UEF

REFER TO CFR FOR MORE DETAILS AND INFORMATION

### HERS FEATURE SUMMARY PER TITLE 24 TO BE FIELD-VERIFIED BY A CERTIFIED HERS RATER:

- Building-level Verifications:
  - Quality Insulation Installation (all)
  - Minimum Airflow
  - Kitchen range hood
  - Cooling System Verifications:
    - Minimum Airflow
    - Verified EER
    - Verified SEER
    - Verified Refrigerant Charge
    - Fan Efficiency Kwh/CFM
  - Heating System Verifications:
    - Verified HEFF
    - Verified heat pump rated heating capacity
    - HVAC Distribution System Verifications:
      - Duct Sealing
      - Low-leakage Air Handling Unit
      - Domestic Hot Water System Verifications:
        - None

- REQUIRED SPECIAL FEATURES
  - FV System: 3.14 kWh
  - Non-standard roof reflectance
  - Ceiling has high level of insulation

### REVIEWED

FOR CODE COMPLIANCE

Oct 19, 2020

INTERVIEW CONSULTING GROUP

STANDARD PLAN  
CITY OF FRESNO DEVELOPMENT DEPT.

#20-TEMP - 286

DATE NOV 6 2020 BY EA

The information, arrangements and ideas represented within these drawings are the property of Lennar Homes. No part shall be copied, disclosed to others, or used in connection with any project without the written consent of Lennar Homes.

DESCRIPTION OF WORK

REV. DATE

FRESNO  
PLAN 2003 (PONDEROSA)

PROJECT  
CALIFORNIA SERIES

DATE  
FEB. 1, 2020

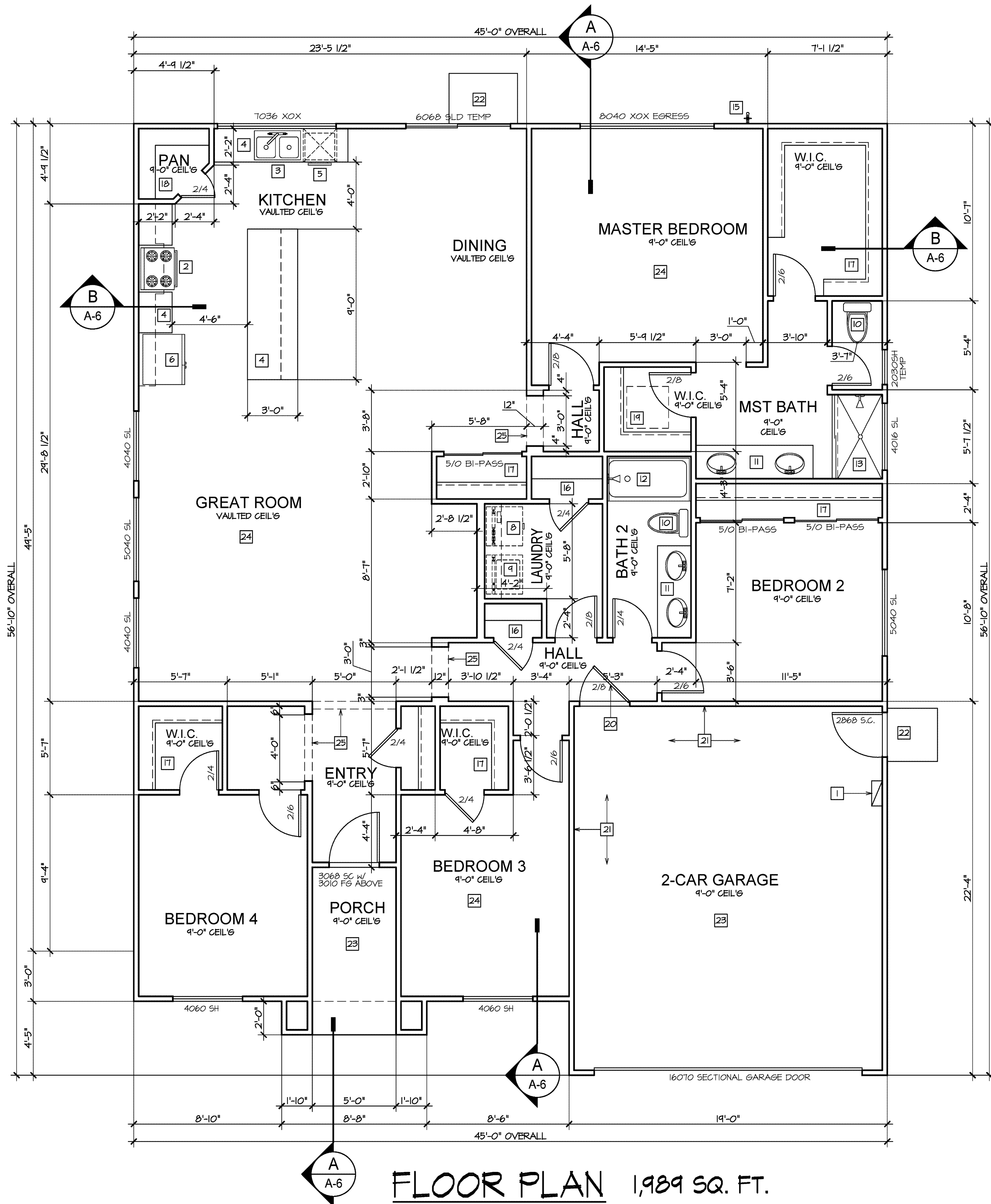
**LENNAR**  
8080 N. PALM AVE. SUITE 110, FRESNO, CA. 93711 PHONE (559) 447-3400

SHEET NO.

A-1

OF SHEETS





**FLOOR PLAN DIMENSION NOTE:**

- FLOOR PLAN WALLS SHOWN ARE NOMINAL IN WIDTH.
- DIMENSION SHOWN ARE PLUS OR MINUS.
- IT IS THE FRAMER'S RESPONSIBILITY TO ADJUST ALL CLEARANCES PRIOR TO CONSTRUCTION.
- ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGNER BEFORE COMMENCING OF ANY WORK.

## FLOOR PLAN KEY NOTES:

- INDOOR TYPE TANK-LESS WATER HEATER WITH ANTI-FREEZING CONTROLS BY RINNAI (RUC80N) OR ANY APPROVED EQUAL. ISOLATION VALVES AND HOSE BIBBS REQUIRED FOR TANK-LESS WATER HEATER. INSTALL PER MANUFACTURER'S INSTALLATION INSTRUCTIONS AND SPECIFICATIONS.
- FREE STANDING RANGE W/ MICRO & HOOD (VTR)-VERTICAL CLEARANCE ABOVE THE RANGE TO COMBUSTIBLES IS 30" UNPROTECTED, OR 24" PROTECTED AND THE HORIZONTAL DIMENSION IS REQUIRED TO BE PER THE PERMANENT MARKING LISTED ON THE UNIT.
- KITCHEN SINK- KITCHEN SINK COMPARTMENT W/ GARBAGE DISPOSAL. KITCHEN FAUCETS SHALL NOT EXCEED 1.5 GALLONS PER MINUTE AT 60 PSI. MAX. 36" HEIGHT COUNTER TOP WITH BUILT IN CABINET BELOW.
- DISHWASHER- INSTALL PER MANUFACTURER'S INSTALLATION INSTRUCTIONS.
- REFRIGERATOR SPACE W/ COLD WATER STUB.
- DASHED LINE DENOTES CABINET ABOVE.
- DRYER SPACE- PROVIDE BACKDRAFT DAMPER @ VENT TERMINATION.
- WASHER SPACE- PROVIDE LISTED WATER HAMMER ARRESTOR.
- WATER CLOSET- TYP. LOW FLOW 1.28 GAL. MAX. PER FLUSH & MUST HAVE 30" WIDTH AND 24" CLEAR IN FRONT OF THE FIXTURE, AND SHALL NOT BE SET CLOSER THAN 15" FROM ITS CENTER TO ANY SIDE WALL OR OBSTRUCTION.
- LAVATORY COUNTER TOP WITH BUILT IN CABINET BELOW. LAVATORY FAUCETS SHALL NOT EXCEED 1.2 GALLONS PER MINUTE AT 60 PSI, BUT NOT BE LESS THAN 0.8 GALLONS PER MINUTE AT 20 PSI.
- TUB AND SHOWER- PREFAB FIBER GLASS W/ WALLS 1/2" MIN. AND SHOWER CURTAIN OR TEMP. SLIDING GLASS ENCLOSED. SHOWERHEADS SHALL NOT EXCEED 2.0 GALLONS PER MINUTE AT 80 PSI.
- SHOWER- PREFAB FIBER GLASS OR CUSTOM SHOWER W/ SHOWER WALLS 1/2" MIN. AND 24" MIN. TEMP. GLASS DOOR AND SHALL BE SWING OUTWARD. A MIN. AREA OF 1024 SQ. IN. REGARDLESS OF SHAPE WITH A MIN. 30" DIA. CIRCLE. SHOWERHEADS SHALL NOT EXCEED 2.0 GALLONS PER MINUTE AT 80 PSI.
- PREFAB FIBER GLASS TUB WITH PLATFORM. MAX. HOT WATER TEMPERATURE DISCHARGING FROM TUB FILLER SHALL BE LIMITED TO 120°F.
- HOSE BIBB- PROVIDE NON REMOVABLE BACK FLOW PREVENTERS.
- LINE CLOSET W/ 5 SHELVES (12" MIN).
- CLOTHES CLOSET WITH SHELF AND POLE.
- PANTRY WITH 5 SHELVES (16" MIN).
- 30"x30" MIN. ATTIC ACCESS FOR FURNACE WITHIN 20' MAX. ATTIC ACCESS SHALL BE WEATHER-STRIPPED AND INSULATION EQUIVALENT TO THAT OF THE CEILING SHALL BE INSTALLED ON THE ACCESS PANEL. THE ATTIC ACCESS DOOR SHALL HAVE PERMANENTLY ATTACHED INSULATION USING ADHESIVE OR MECHANICAL FASTENERS. THE ATTIC ACCESS SHALL BE GASKETED TO PREVENT AIR LEAKAGE.
- 1-3/8" THICK SOLID CORE DOOR. PROVIDE 3 HINGES OUT OF WHICH 2 MIN. ARE SELF CLOSING AND SELF LATCHING.
- PROVIDE 5/8" (TYPE X) GYP. BOARD AT ALL WALLS AND CEILING INCLUDING EXPOSED POSTS AND BEAMS BET. GARAGE AND RESIDENCE. TAPE AND FINISH AS REQUIRED. (MAY USED 1/2" MIN. GYP. BD. AT ALL LOCATIONS THAT IS NOT BETWEEN THE RESIDENCE AND GARAGE.)
- CONCRETE STOOPT (MIN. 3X3) SLOPE TO DRAIN. SEE FOUNDATION PLAN.
- PORCH/PATIO/GARAGE SLAB MIN. 3-1/2" THICK W/ TOOLED OR SAW CUT CONTROL JOINT & SLOPE TO DRAIN. REFER TO FOUNDATION PLAN.
- CONCRETE SLAB MIN. 3-1/2" THICK 0/ 2" FILL SAND 0/ 10 MILL VAPOR BARRIER 0/ 90% COMPACTED NATIVE SOIL. OR PER FOUNDATION PLAN.
- 8' HIGH ARCH SLOTT.

## FLOOR PLAN NOTES

- DRIVEWAYS TO RESIDENTIAL GARAGES SHALL HAVE A MAX. SLOPE OF A 5% FOR A MIN. DISTANCE OF 20' FROM THE GARAGE. NO ON-SITE WATER RETENTION. NO DRAINAGE ONTO ADJACENT PROPERTY. GRADE DIFFERENTIALS GREATER THAN 12" SHALL BE SUPPORTED BY AN. GREATER THAN 12" SHALL BE DONE BY AN APPROVED RETAINING WALL.
- DOORS BETWEEN THE RESIDENCE AND THE PRIVATE GARAGE SHALL BE SELF-CLOSING AND SELF-LATCHING WHEN BOTH THE GARAGE AND RESIDENCE ARE PROTECTED BY AN AUTOMATIC RESIDENTIAL FIRE SPRINKLER SYSTEM IN ACCORDANCE WITH SECTION R304.6 & R313. (CFC R302.5.1)
- ALL PERMANENTLY INSTALLED LIGHTING FIXTURES SHALL BE HIGH-EFFICACY LUMINAIRES IN ACCORDANCE WITH TABLE 150.0-A OF THE CALIFORNIA ENERGY CODE.
- THE ATTIC ACCESS SHALL BE WEATHER-STRIPPED AND INSULATION EQUIVALENT TO THAT OF THE CEILING SHALL BE INSTALLED ON THE ACCESS PANEL.
- COMPLY WITH SECURITY CODE ORDINANCE:
  - PEEP HOLE OR VISION PANEL.
  - STEEL PLATE AT THE DEAD BOLT STRIKER, SOLID SHIM 6" ABOVE & BELOW W/ 2-#6 x 2" SCREWS.
  - WINDOWS TO MEET THE MIN. STANDARDS AS ESTABLISHED BY THE CBC STDS.
  - DEAD BOLT AT ALL EXTERIOR DOORS.
- PROVIDE LISTED WATER HAMMER ARRESTORS TO SERVE THE DISHWASHER, ICE MAKER, WASHING MACHINE AND LANDSCAPE IRRIGATION AUTOMATIC VALVE. MANIFOLD DEVICES SHALL BE CONCEALED WITHIN WALLS OR ATTIC (EXCEPT LANDSCAPE IRRIGATION DEVICE).
- AIR CONDITIONING EQUIPMENT DESIGNED TO BE IN A FIXED POSITION SHALL BE SECURELY FASTENED.
- GAS VENTS TO TERMINATE NOT LESS THAN 4' FROM OPENINGS OR PROPERTY LINES AND NOT LESS THAN 12' ABOVE A DOOR, OPENABLE WINDOW OR GRAVITY AIR INLET.
- DOOR LANDING NOTES:
  - WIDTH NOT LESS THAN THE WIDTH OF DOOR SERVED AND A LENGTH IN THE DIRECTION OF TRAVEL NOT LESS THAN 36".
  - NO MORE THAN 1/2" LOWER THAN THE TOP OF THE THRESHOLD.
  - NOT MORE THAN 18" BELOW THE TOP OF THE THRESHOLD PROVIDED THAT THE DOOR DOES NOT SWING OVER THE LANDING OR FLOOR.
  - MINIMUM NET HEIGHT OF THE REQUIRED EGRESS DOOR TO BE NOT LESS THAN 78" MEASURED FROM THE TOP OF THRESHOLD TO THE BOTTOM OF THE DOOR STOP.
- ALL TUB-SHOWER OPENINGS SHALL BE RODENT PROOF, W/ 1" GEMENT COVERING IN AN APPROVED MANNER.
- THE WALL SURFACE BEHIND CERAMIC TILE OR OTHER FINISH WALL MATERIALS SUBJECT TO WATER SPLASH ARE CONSTRUCTED OF MATERIALS NOT ADVERSELY AFFECTED BY WATER. USE FIBER-REINFORCED GEMENT OR GLASS MAT GYPSUM BACKERS. WATER RESISTANT GYPSUM BOARD IS NO LONGER PERMITTED TO BE USED IN THESE LOCATIONS.
- MAXIMUM SILL HEIGHT TO NET WINDOW OPENINGS OF 44-INCHES ABOVE THE FINISHED FLOOR FOR ALL THE WINDOWS USED FOR EMERGENCY EXIT WITH MIN. 20"W AND 24"H OPENING WITH A MIN. OPEN AREA OF 5.7 SQ. FT.
- THE MAXIMUM HOT WATER TEMPERATURE DISCHARGE SHALL BE LIMITED FOR THE FOLLOWING:
  - BATHUBS AND WHIRLPOOL BATHUBS SHALL BE LIMITED TO 120°F BY A DEVICE THAT CONFORMS TO ASSE 1070 OR CSA B125.3. (CFC SECTION 409.4) (THE WATER HEATER THERMOSTAT SHALL NOT BE CONSIDERED A CONTROL FOR HEETING THIS PROVISION).
  - SHOWERS AND TUBS/SHOWER COMBINATION SHALL BE PROVIDED WITH INDIVIDUAL CONTROL VALVES OF THE PRESSURE BALANCE, THERMOSTATIC, OR COMBINATION PRESSURE BALANCE/THERMOSTATIC MIXING VALVES TYPE THAT PROVIDE SCALD AND THERMAL SHOCK PROTECTION FOR THE RATED FLOW RATE OF THE INSTALLED SHOWERHEAD. THESE VALVES SHALL BE INSTALLED AT THE POINT OF USE AND IN ACCORDANCE WITH ASSE 1016 OR ASME A112.18.1/CSA B125.1 (CFC SECTION 408.3)
- ALL HOSE BIBBS SHALL BE EQUIPPED WITH NON-REMOVABLE BACK FLOW PREVENTERS.
- ALL PLUMBING CONVEYING OR DISPENSING WATER FROM HUMAN CONSUMPTION SHALL COMPLY WITH AS 1228 FOR LEAD CONTENT.
- THE T AND P RELIEF VALVE HAVING A FULL SIZED DRAIN OF GALV. STEEL OF HARD DRAWN COPPER TO THE OUTSIDE OF THE BLDG. WITH THE END OF PIPE NOT MORE THAN 2' OR LESS THAN 6" ABOVE THE GRADE, POINTING DOWNWARD, THE TERMINAL END BEING UNTHREADED.
- ALL HABITABLE ROOMS SHALL HAVE AN AGGREGATE GLAZING AREA OF NOT LESS THAN 8% OF THE FLOOR AREA OF SUCH ROOMS FOR NATURAL LIGHT. THE MINIMUM OPENABLE AREA TO THE OUTDOORS SHALL BE 4% OF THE FLOOR AREA BEING VENTILATED. (CFC R303.1)
- BATHROOMS, WATER CLOSET COMPARTMENTS AND OTHER SIMILAR ROOMS SHALL BE PROVIDED WITH AGGREGATE GLAZING AREA IN WINDOWS OF NOT LESS THAN 9 SQUARE FEET, ONE HALF OF WHICH MUST BE OPENABLE. GLAZED AREAS NOT REQUIRED WHERE ARTIFICIAL LIGHT AND MECHANICAL VENTILATION ARE PROVIDED. (CFC R303.3)
- GARAGE FLOOR USED FOR THE PARKING OF AUTOMOBILES OR OTHER VEHICLES SHALL BE SLOPED TO FACILITATE THE MOVEMENT OF LIQUIDS TO A DRAIN OR TOWARD THE MAIN VEHICLE ENTRY DOOR. (CFC R304.1)
- WHEN AN OCCUPIABLE SPACE ADJOINS A GARAGE, THE DESIGN MUST PREVENT MIGRATION OF CONTAMINANTS TO THE ADJOINING OCCUPIABLE SPACE. DOORS BETWEEN THE OCCUPIABLE SPACE AND THE GARAGE SHALL BE GASKETED OR MADE SUBSTANTIALLY AIRTIGHT WITH WEATHER STRIPPING.
- MECHANICAL SYSTEMS INCLUDING HEATING AND AIR CONDITIONING SYSTEMS THAT SUPPLY AIR TO HABITABLE SPACES SHALL HAVE MERV 13 FILTERS OR BETTER.

## ENERGY COMPLIANCE SUMMARY

### FENESTRATION

GLAZING TYPE	U-VALUE	SHGC
HORIZ. SLIDERS	0.30	0.23
SINGLE HUNG	0.30	0.23
FIX GLASS	0.21	0.25
GLASS DOORS	0.32	0.22
FRENCH DOOR	0.30	0.23

### BUILDING INSULATION

SURFACE:	R-VALUE
EXT. WALL (2X4)	R-15 W/ RS FOAM
EXT. WALL (2X6)	R-21 W/ RS FOAM
GARAGE INT. WALL	R-15 W/ NO FOAM
NOTE: NO FOAM AT WOOD SIDING/BRICK VENEER	
ATTIC PONY WALL	R-21
ROOF w/ Radiant Barrier	R-44
ROOF @ FAU w/ Radiant Barrier	R-30

### HVAC / WATER HEATING

COMPONENT	EFFICIENCY
HEAT PUMP	9.0 HSPF
AIR CONDITIONER	16.0 SEER
AIR CONDITIONER	13.0 EER
DUCT INSULATION	R-8.0
WATER HEATER (TANKLESS)	0.93 UEF

REFER TO CFC FOR MORE DETAILS AND INFORMATION

HERS FEATURE SUMMARY PER TITLE 24 TO BE FIELD-VERIFIED BY A CERTIFIED HERS RATER.

- Building-level Verifications:
  - Quality Insulation Installation (all)
  - IAQ mechanical ventilation
  - Kitchen range hood
  - Cooling System Verifications:
    - Minimum Airflow
    - Verified EER
    - Verified SEER
    - Verified Refrigerant Charge
    - Fan Efficacy Wats/CFM
  - Heating System Verifications:
    - Verified HSPF
    - Verified heat pump rated heating capacity
  - HVAC Distribution System Verifications:
    - Duct Sealing
    - Low-leakage Air Handling Unit
  - Domestic Hot Water System Verifications:
    - None --

- REQUIRED SPECIAL FEATURES
  - PV System: 3.84 kWh/k
  - Non-standard roof reflectance
  - Ceiling has high level of insulation

STANDARD PLAN  
CITY OF FRESNO DEVELOPMENT DEPT.

#20-TEMP - 287

DATE NOV 6 2020 BY EA

REVIEWED

FOR  
CODE COMPLIANCE

Oct 19, 2020

INTEREST CONSULTING GROUP

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DESCRIPTION OF WORK

REV. DATE

FRESNO  
PLAN 2004 (BRISTLECOONE)

PROJECT  
CALIFORNIA SERIES

DATE  
FEB. 1, 2020

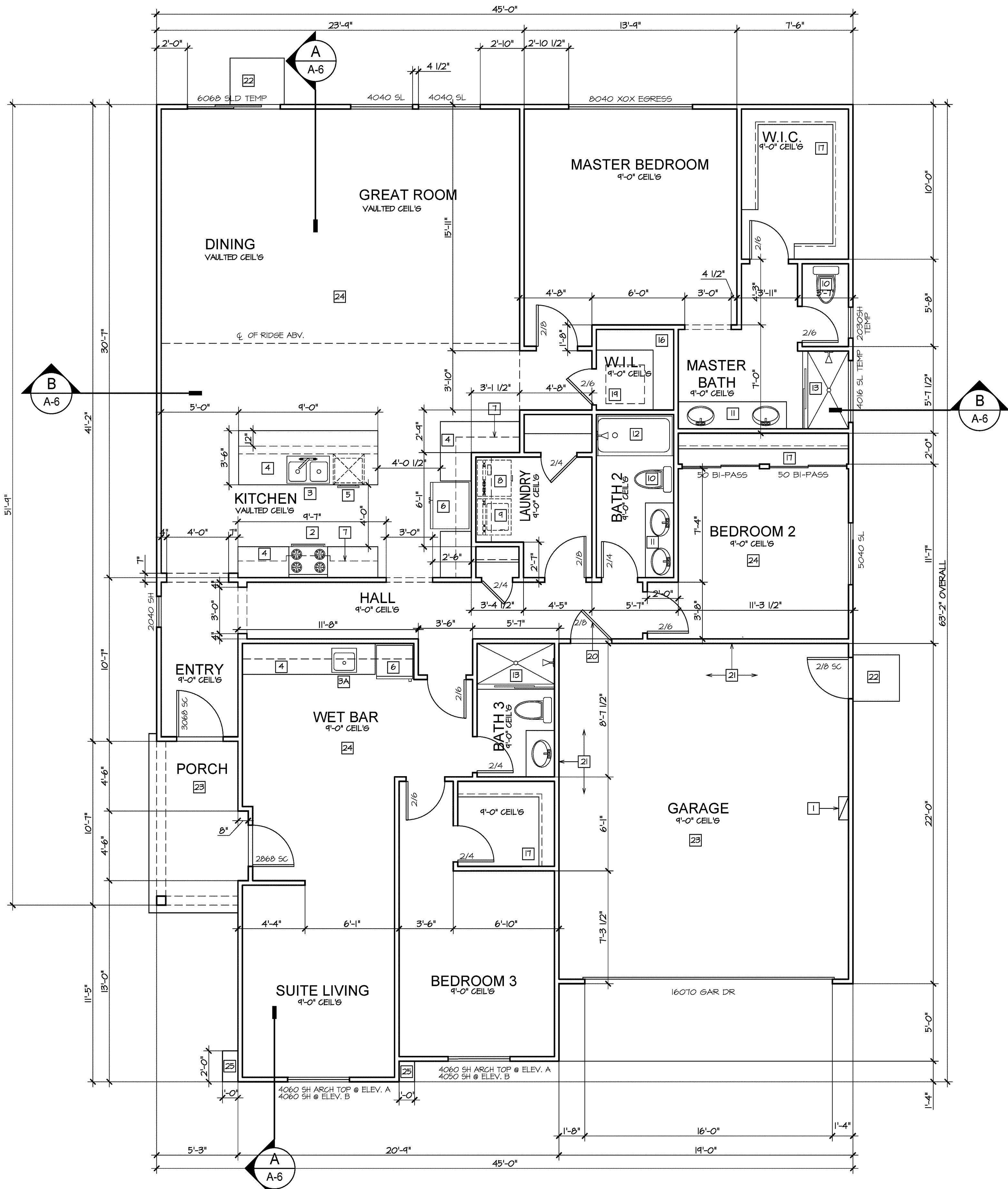
**LENNAR**  
8080 N. PALM AVE. SUITE 110, FRESNO, CA. 93711 PHONE (559) 447-3400

SHEET NO.

A-1

OF SHEETS





FLOOR PLAN 2,171 SQ. FT.

SCALE: 1/4" = 1'-0"

FLOOR PLAN DIMENSION NOTE:

- FLOOR PLAN WALLS SHOWN ARE NOMINAL IN WIDTH.
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- IT IS THE FRAMER'S RESPONSIBILITY TO ADJUST ALL CLEARANCES PRIOR TO CONSTRUCTION.
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- DISHWASHER- INSTALL PER MANUFACTURER'S INSTALLATION INSTRUCTIONS. REFRIGERATOR SPACE W/ COLD WATER STUB.
- DASHED LINE DENOTES CABINET ABOVE.
- DRYER SPACE- PROVIDE BACKDRAFT DAMPER @ VENT TERMINATION.
- WASHER SPACE- PROVIDE LISTED WATER HAMMER ARRESTOR.
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- PROVIDE 5/8" (TYPE 'X') GYP. BOARD AT ALL WALLS AND CEILING INCLUDING EXPOSED POSTS AND BEAMS BET. GARAGE AND RESIDENCE. TAPE AND FINISH AS REQUIRED (MAY USED 1/2" MIN. GYP. BD. AT ALL LOCATIONS THAT IS NOT BETWEEN THE RESIDENCE AND GARAGE).
- CONCRETE STOOOP (MIN. 3'x3') SLOPE TO DRAIN. SEE FOUNDATION PLAN.
- PORCH/PATIO/GARAGE SLAB MIN. 3-1/2" THICK W/ TOOLED OR SAW CUT CONTROL JOINT & SLOPE TO DRAIN, REFER TO FOUNDATION PLAN.
- CONCRETE SLAB MIN. 3-1/2" THICK 0/ 2" FILL SAND 0/ 10 MILL VAPOR BARRIER 0/ 40% COMPACTED NATIVE SOIL OR PER FOUNDATION PLAN.
- DECORATIVE WING WALL PER ELEVATION FRAMED WITH 2X4 STUDS. PROVIDE CONCRETE FOOTING AS REQUIRED.

ENERGY COMPLIANCE SUMMARY

FENESTRATION

GLAZING TYPE	U-VALUE	SHGC
HORIZ. SLIDERS	0.30	0.23
SINGLE HUNG	0.30	0.23
FIX GLASS	0.21	0.25
GLASS DOORS	0.32	0.22
FRENCH DOOR	0.30	0.23

BUILDING INSULATION

SURFACE:	R-VALUE
EXT. WALL (2X4)	R-15 W/ R5 FOAM
EXT. WALL (2X6)	R-21 W/ R5 FOAM
GARAGE INT. WALL	R-15 W/ NO FOAM
NOTE: NO FOAM AT WOOD SIDINGS/BRICK VENEER	
ATTIC PONY WALL	R-21
ROOF W/ Radiant Barrier	R-44
ROOF @ FAU W/ Radiant Barrier	R-30

ROOF REFLECTANCE	0.16
ROOF EMITTANCE	0.92

HVAC / WATER HEATING

COMPONENT	EFFICIENCY
HEAT PUMP	14.0 SEER
AIR CONDITIONER	16.0 SEER
AIR CONDITIONER	13.0 EER
DUCT INSULATION	R- 8.0
WATER HEATER (TANKLESS)	0.93 UEF

REFER TO GPR FOR MORE DETAILS AND INFORMATION

FLOOR PLAN NOTES

- DRIVEWAYS TO RESIDENTIAL GARAGES SHALL HAVE A MAX. SLOPE OF 1" IN 8" FOR A MIN. DISTANCE OF 20' FROM THE GARAGE. NO ON-SITE WATER RETENTION. NO DRAINAGE ONTO ADJACENT PROPERTY. GRADE DIFFERENTIALS GREATER THAN 12" SHALL BE SUPPORTED BY AN APPROVED RETAINING WALL.
- DOORS BETWEEN THE RESIDENCE AND THE PRIVATE GARAGE SHALL BE SELF-CLOSING AND SELF-LATCHING WHEN BOTH THE GARAGE AND RESIDENCE ARE PROTECTED BY AN AUTOMATIC RESIDENTIAL FIRE SPRINKLER SYSTEM IN ACCORDANCE WITH SECTION R304.6 & R313. (CFC R302.5.1)
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- COMPLY WITH SECURITY CODE ORDINANCE:  
A) PEEP HOLE OR VISION PANEL  
B) STEEL PLATE AT THE DEAD BOLT STRIKER, SOLID SHIM 6" ABOVE & BELOW W/ 2-#8 x 2" SCREWS.  
C) WINDOWS TO MEET THE MIN. STANDARDS AS ESTABLISHED BY THE CBC STDS.  
D) DEAD BOLT AT ALL EXTERIOR DOORS
- PROVIDE LISTED WATER HAMMER ARRESTORS TO SERVE THE DISHWASHER, ICE MAKER, WASHING MACHINE AND LANDSCAPE IRRIGATION AUTOMATIC VALVE MANIFOLD. DEVICES SHALL BE CONCEALED WITHIN WALLS OR ATTIC (EXCEPT LANDSCAPE IRRIGATION DEVICE)
- AIR CONDITIONING EQUIPMENT DESIGNED TO BE IN A FIXED POSITION SHALL BE SECURELY FASTENED.
- GAS VENTS TO TERMINATE NOT LESS THAN 4' FROM OPENINGS OR PROPERTY LINES AND NOT LESS THAN 12" ABOVE A DOOR, OPENABLE WINDOW OR GRAVITY AIR INLET.
- DOOR LANDING NOTES:  
A. WIDTH NOT LESS THAN THE WIDTH OF DOOR SERVED AND A LENGTH IN THE DIRECTION OF TRAVEL NOT LESS THAN 36"  
B. NO MORE THAN 1/2" LOWER THAN THE TOP OF THE THRESHOLD.  
C. NOT MORE THAN 1/8" BELOW THE TOP OF THE THRESHOLD PROVIDED THAT THE DOOR DOES NOT SWING OVER THE LANDING OR FLOOR.  
D. MINIMUM NET HEIGHT OF THE REQUIRED EGRESS DOOR TO BE NOT LESS THAN 78" MEASURED FROM THE TOP OF THRESHOLD TO THE BOTTOM OF THE DOOR STOP.
- ALL TUB-SHOWER OPENINGS SHALL BE RODENT PROOF, W/ 1" GEMENT COVERING IN AN APPROVED MANNER.
- THE WALL SURFACE BEHIND CERAMIC TILE OR OTHER FINISH WALL MATERIALS SUBJECT TO WATER SPLASH ARE CONSTRUCTED OF MATERIALS NOT ADVERSELY AFFECTED BY WATER. USE FIBER-REINFORCED GYPSUM BOARD OR GLASS MATT GYPSUM BACKERS. WATER RESISTANT GYPSUM BOARD IS NO LONGER PERMITTED TO BE USED IN THESE LOCATIONS.
- MAXIMUM SILL HEIGHT TO NET WINDOW OPENING OF 44-INCHES ABOVE THE FINISHED FLOOR FOR ALL THE WINDOWS USED FOR EMERGENCY EXIT WITH MIN. 20"W AND 24"H OPENING WITH A MIN. OPEN AREA OF 5.7 SQ. FT.
- THE MAXIMUM HOT WATER TEMPERATURE DISCHARGE SHALL BE LIMITED FOR THE FOLLOWING:  
A. BATHTUBS AND WHIRLPOOL BATHTUBS SHALL BE LIMITED TO 120°F BY A DEVICE THAT CONFORMS TO ASSE 1070 OR CSA B125.3, (CFC SECTION 409.4) (THE WATER HEATER THERMOSTAT SHALL NOT BE CONSIDERED A CONTROL FOR MEETING THIS PROVISION).  
B. SHOWER AND TUB-SHOWER COMBINATION SHALL BE PROVIDED WITH INDIVIDUAL CONTROL VALVES OF THE PRESSURE BALANCE, THERMOSTATIC, OR COMBINATION PRESSURE BALANCE/THERMOSTATIC MIXING VALVES TYPE THAT PROVIDE SCALD AND THERMAL SHOCK PROTECTION FOR THE RATED FLOW RATE OF THE INSTALLED SHOWERHEAD. THESE VALVES SHALL BE INSTALLED AT THE POINT OF USE AND IN ACCORDANCE WITH ASSE 1016 OR ASME A112.18.1/CSA B125.1 (CFC SECTION 408.3)
- ALL HOSE BIBBS SHALL BE EQUIPPED WITH NON-REMOVABLE BACK FLOW PREVENTERS.
- ALL PLUMBING CONVEYING OR DISPENSING WATER FROM HUMAN CONSUMPTION SHALL COMPLY WITH ASSE 1016 FOR LEAD CONTENT.
- THE T AND P RELIEF VALVE HAVING A FULL SIZED DRAIN OF GALV. STEEL OF HARD DRAIN COPPER TO THE OUTSIDE OF THE BLDG. WITH THE END OF PIPE NOT MORE THAN 2' OR LESS THAN 6" ABOVE THE GRADE, POINTING DOWNWARD, THE TERMINAL END BEING UNTHREADED.
- ALL HABITABLE ROOMS SHALL HAVE AN AGGREGATE GLAZING AREA OF NOT LESS THAN 8% OF THE FLOOR AREA OF SUCH ROOMS FOR NATURAL LIGHT. THE MINIMUM OPENABLE AREA TO THE OUTDOORS SHALL BE 4% OF THE FLOOR AREA BEING VENTILATED. (CFC R303.1)
- BATHROOMS, WATER CLOSET COMPARTMENTS AND OTHER SIMILAR ROOMS SHALL BE PROVIDED WITH AGGREGATE GLAZING AREA IN WINDOWS OF NOT LESS THAN 9 SQUARE FEET, ONE HALF OF WHICH MUST BE OPENABLE. GLAZED AREAS NOT REQUIRED WHERE ARTIFICIAL LIGHT AND MECHANICAL VENTILATION ARE PROVIDED. (CFC R303.3)
- GARAGE FLOOR USED FOR THE PARKING OF AUTOMOBILES OR OTHER VEHICLES SHALL BE SLOPED TO FACILITATE THE MOVEMENT OF LIQUIDS TO A DRAIN OR TOWARD THE MAIN VEHICLE ENTRY DOOR. (CFC R304.1)
- WHEN AN OCCUPIABLE SPACE ADJOINS A GARAGE, THE DESIGN MUST PREVENT MIGRATION OF CONTAMINANTS TO THE ADJOINING OCCUPIABLE SPACE. DOORS BETWEEN THE OCCUPIABLE SPACE AND THE GARAGE SHALL BE GASKETED OR MADE SUBSTANTIALLY AIRTIGHT WITH WEATHER STRIPPING.
- MECHANICAL SYSTEMS INCLUDING HEATING AND AIR CONDITIONING SYSTEMS THAT SUPPLY AIR TO HABITABLE SPACES SHALL HAVE MERV 13 FILTERS OR BETTER.

HERS FEATURE SUMMARY PER TITLE 24 TO BE FIELD-VERIFIED BY A CERTIFIED HER'S RATER:

- Building-level Verifications:
  - Quality Insulation Installation (all)
  - IAQ mechanical ventilation
  - Kitchen range hood
- Cooling System Verifications:
  - Minimum Airflow
  - Verified EER
  - Verified SEER
  - Verified Refrigerant Charge
  - Fan Efficiency Watts/CFM
- Heating System Verifications:
  - Verified HSPF
  - Verified heat pump rated heating capacity
- HVAC Distribution System Verifications:
  - Duct Sealing
  - Low-leakage Air Handling Unit
- Domestic Hot Water System Verifications:
  - None

REQUIRED SPECIAL FEATURES

- FV System, 3.51 Units
- Non-standard roof reflectance
- Ceiling has high level of insulation

REVIEWED

FOR

CODE COMPLIANCE

Oct 28, 2020

INTERWEST CONSULTING GROUP

STANDARD PLAN  
CITY OF FRESNO DEVELOPMENT DEPT.

#20-TEMP - 272

DATE OCT 30 2020 BY EA

The information, arrangements and ideas represented within these drawings are the property of Lennar Homes. No part shall be copied, disclosed to others, or used in connection with any project without the written consent of Lennar Homes.

DESCRIPTION OF WORK

REV. DATE

FRESNO  
PLAN 2005 (SUGAR PINE)

PROJECT  
CALIFORNIA SERIES

DATE  
FEB. 1, 2020

Lennar®  
8080 N. PALM AVE. SUITE 110, FRESNO, CA. 93711 PHONE (559) 447-3400

SHEET NO.

A-1

OF SHEETS

# PLUM

*The Clementine Series  
at The Ranch at Heritage Grove*

Approx. 1460 sq. ft.

Single-Story

2 Bedrooms

2 Bathrooms

Flex Room

2-Bay Garage

N. Clovis Ave. & E. Shepherd Ave.  
Clovis, CA 93619  
559-554-1147 | Lennar.com



— Plum A —



— Plum B —



— Plum C —



# OLIVE

*The Clementine Series  
at The Ranch at Heritage Grove*

Approx. 1,635 sq. ft.

Single-Story

3 Bedrooms

2 Bathrooms

2-Bay Garage

N. Clovis Ave. & E. Shepherd Ave.  
Clovis, CA 93619  
559-554-1147 | Lennar.com



— Olive A —



— Olive B —



— Olive C —

# DEWBERRY

*The Clementine Series  
at The Ranch at Heritage Grove*

Approx. 2,088 sq. ft.

Two-Story

4 Bedrooms

2.5 Bathrooms

Flex Room

2-Bay Garage

N. Clovis Ave. & E. Shepherd Ave.  
Clovis, CA 93619  
559-554-1147 | Lennar.com



— Dewberry A —



— Dewberry B —



— Dewberry C —

# PERSIMMON

*The Clementine Series  
at The Ranch at Heritage Grove*

Approx. 2,985 sq. ft.

Two-Story

5 Bedrooms

3.5 Bathrooms

Loft

2-Bay Garage

N. Clovis Ave. & E. Shepherd Ave.  
Clovis, CA 93619  
559-554-1147 | Lennar.com



— Persimmon A —



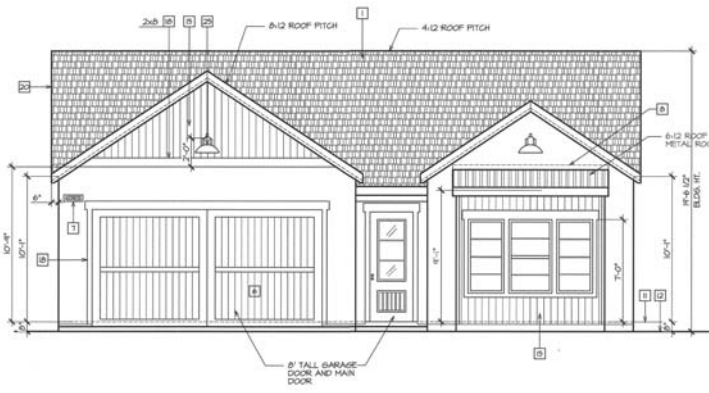
— Persimmon B —



— Persimmon C —

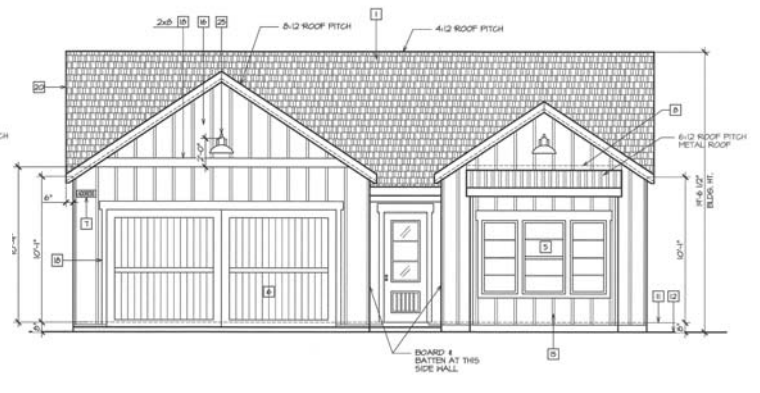


# Plan 4021



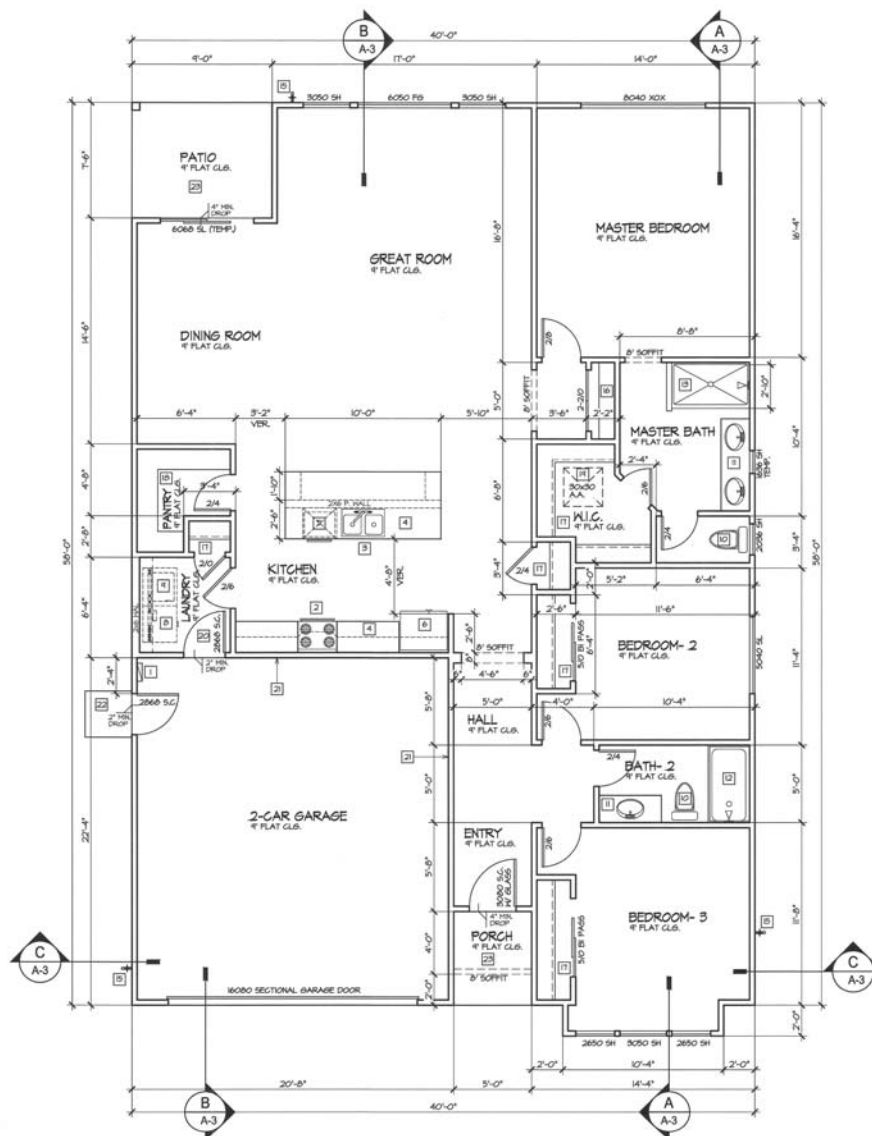
**FRONT ELEV.- A**

SCALE: 1/4" = 1'-0"



**FRONT ELEV.- B**

SCALE: 1/4" = 1'-0"



**FLOOR PLAN** 1,787 SQ. FT.

SCALE: 1/4" = 1'-0"

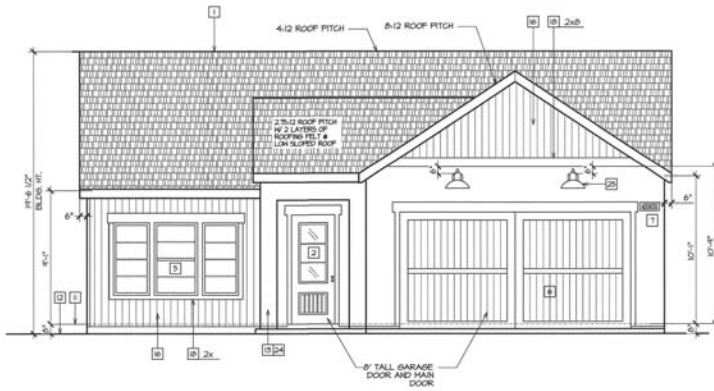
1,787 Square Feet

**LENNAR®**

**CORONET SERIES**

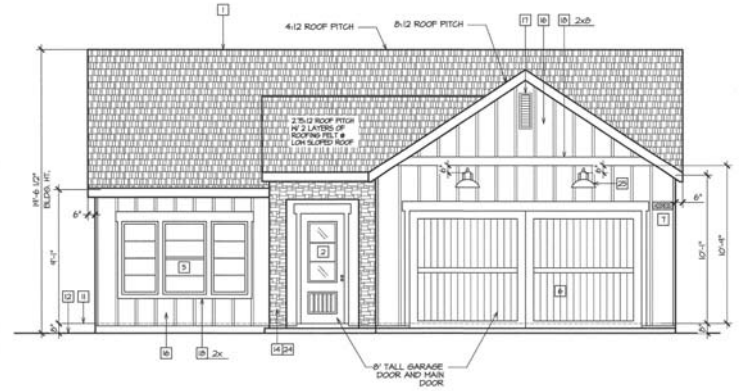


# Plan 4022



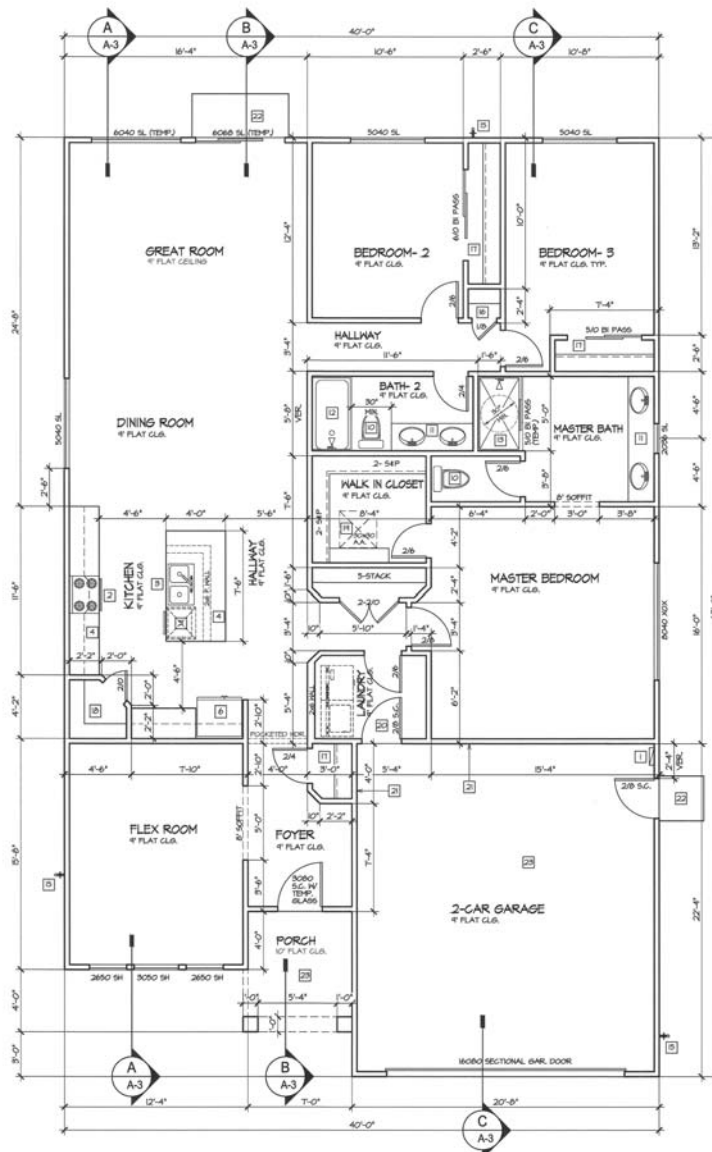
FRONT ELEV.- A

SCALE: 1/4" = 1'-0"



FRONT ELEV.- B

SCALE: 1/4" = 1'-0"



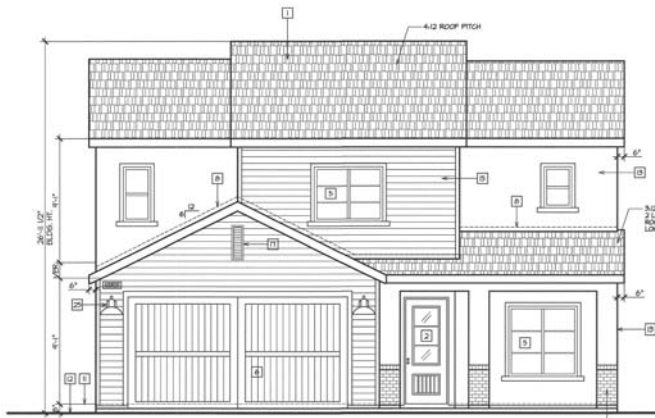
FLOOR PLAN 1,898 SQ. FT.

SCALE: 1/4" = 1'-0"

1,898 Square Feet

**LENNAR®**

**CORONET SERIES**



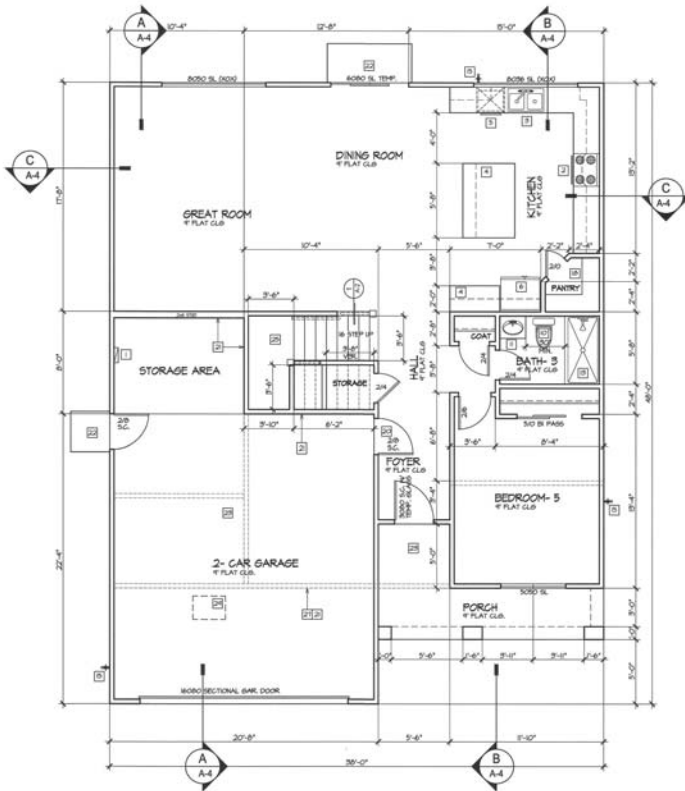
FRONT ELEV.- A

SCALE: 1/4" = 1'-0"



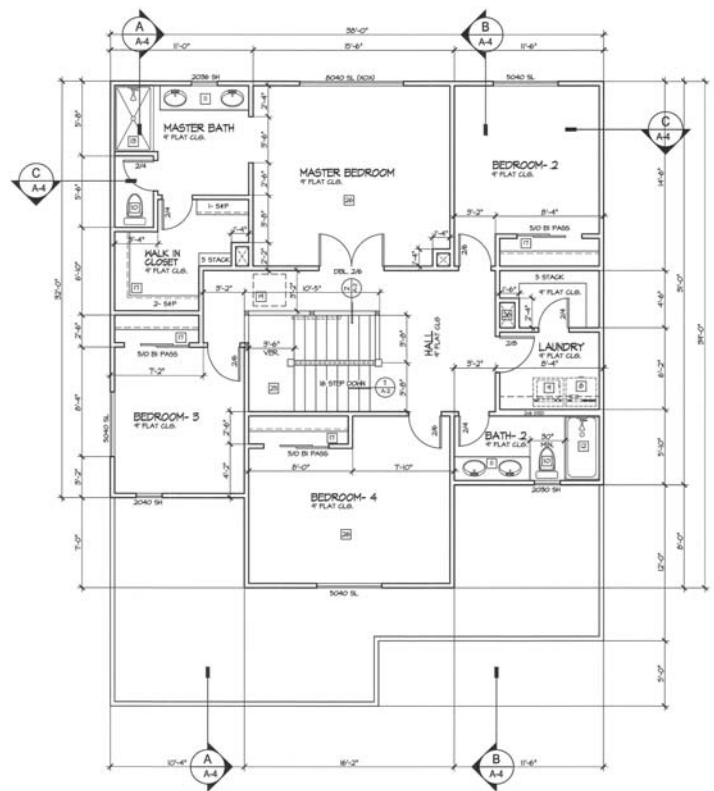
FRONT ELEV.- B

SCALE: 1/4" = 1'-0"



FIRST FLOOR PLAN 1,103 SQ. FT.

SCALE: 1/4" = 1'-0"



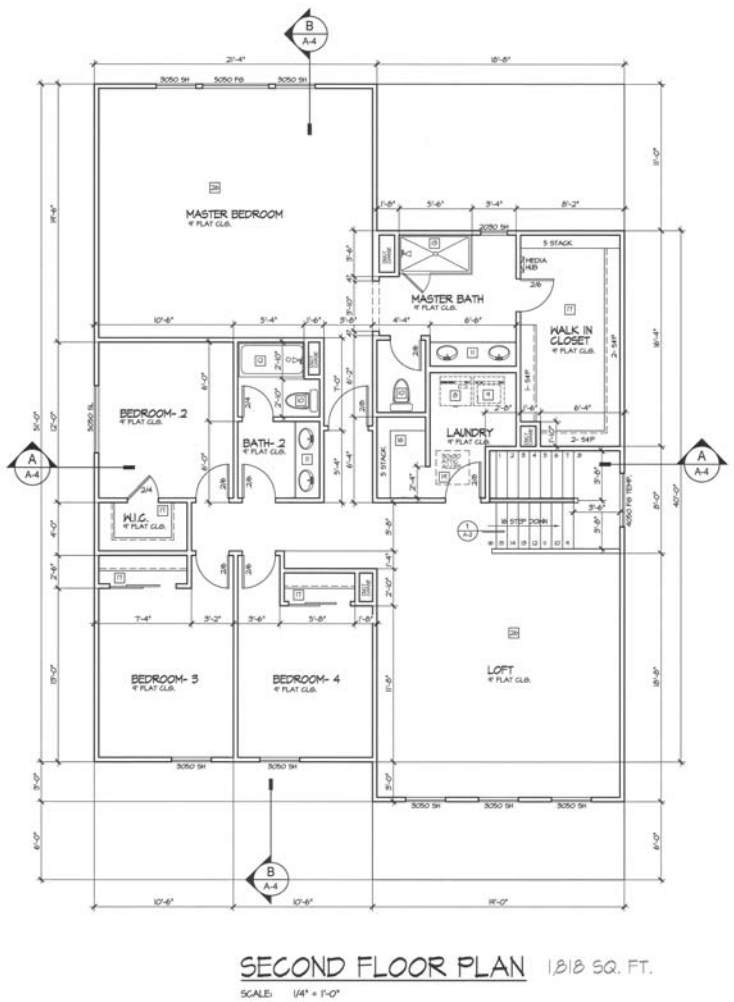
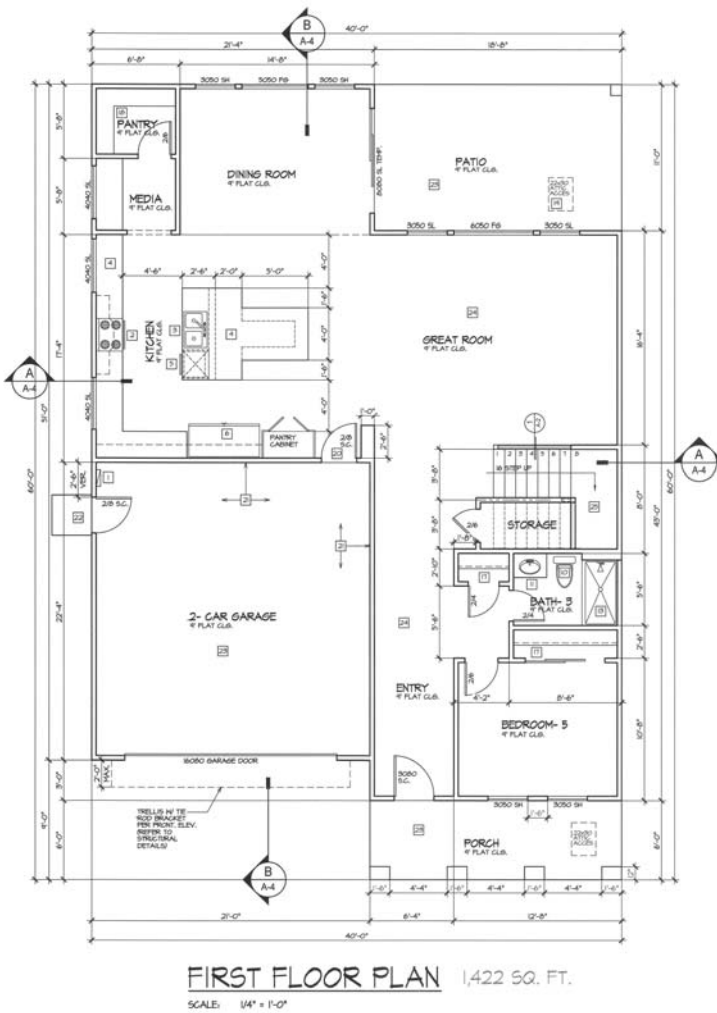
SECOND FLOOR PLAN 1,245 SQ. FT.

SCALE: 1/4" = 1'-0"

2,348 Square Feet

LENNAR®

CORONET SERIES



3,240 Square Feet

**LENNAR®**

**CORONET SERIES**



# Plan 4027



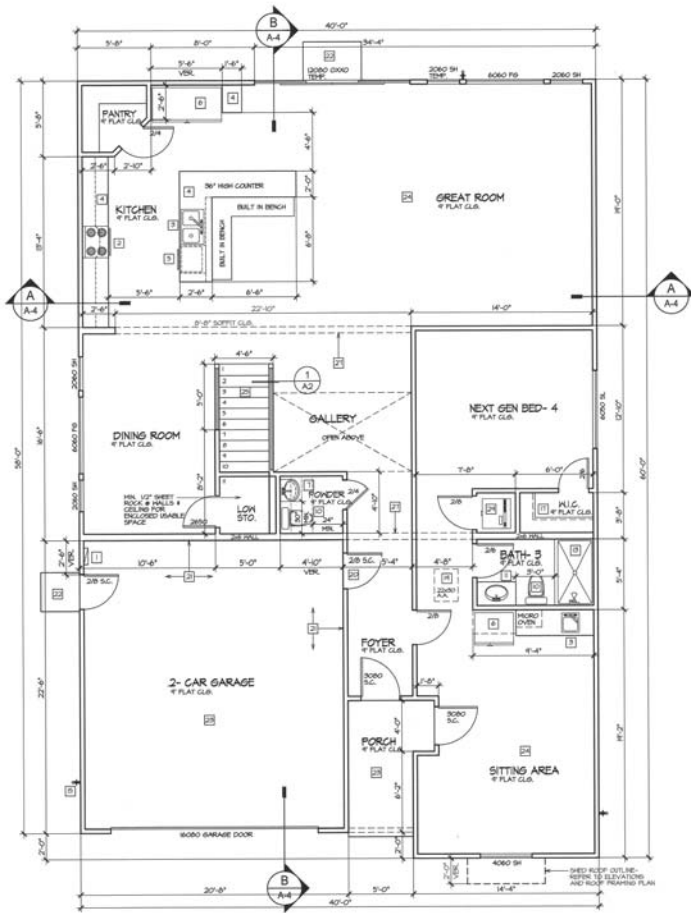
FRONT ELEV.- A

SCALE: 1/4" = 1'-0"



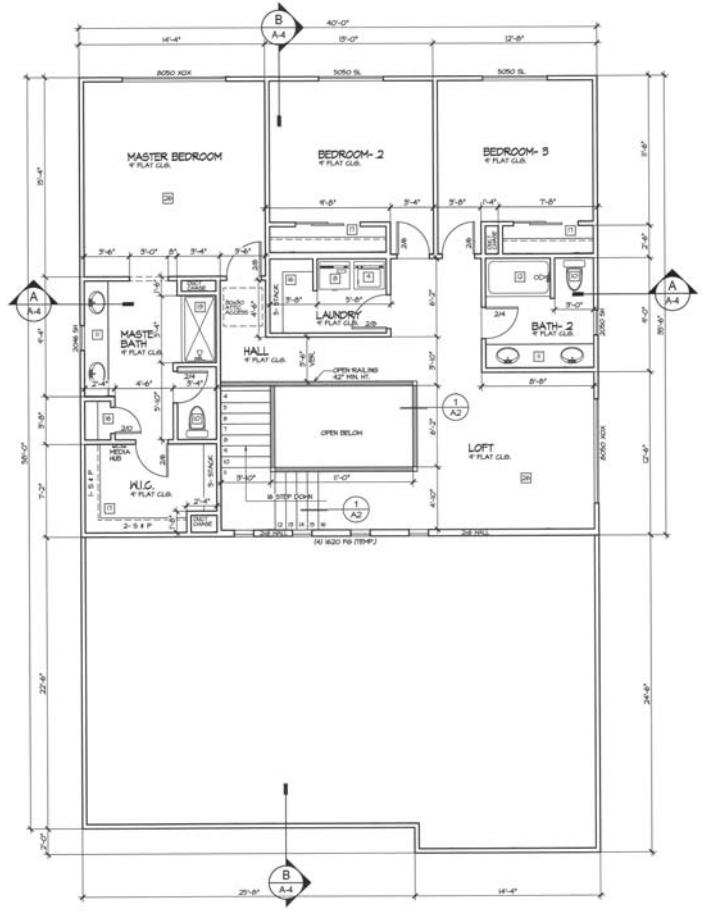
FRONT ELEV.- B

SCALE: 1/4" = 1'-0"



FIRST FLOOR PLAN 1830 SQ. FT.

SCALE: 1/4" = 1'-0"



SECOND FLOOR PLAN 1298 SQ. FT.

SCALE: 1/4" = 1'-0"

3,128 Square Feet

**LENNAR®**

**CORONET SERIES**



**RESOLUTION NO. 2021-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA  
REQUESTING THE FRESNO LOCAL AGENCY FORMATION COMMISSION TO  
INITIATE PROCEEDINGS FOR A SPHERE OF INFLUENCE AMENDMENT AND FOR  
THE REORGANIZATION OF TERRITORY**

**WHEREAS**, on January 6, 2021, Lennar Homes (“Applicant”) filed a complete application requesting annexation of approximately 94.53 acres located on the northeast corner of East Floral Avenue and Dockery Avenue (Assessor’s Parcel Numbers 358-100-08, 358-100-09, 358-100-10, 358-100-11, and a portion of 358-196-02) (“Property”) into the City of Selma, Application No. 2021-0002 and to prezone the Property as R-M SP-AMB (“Application” or “Project”); and,

**WHEREAS**, as a part of the annexation, the parcels would be detached from the Fresno County Fire Protection District, the Kings River Conservation District, and the Consolidated Irrigation District; and,

**WHEREAS**, the City Council of the City of Selma desires to initiate proceedings pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, commencing with Section 56000 of the California Government Code, for a reorganization which would concurrently annex the territory to the City of Selma and detach the territory from the Fresno County Fire Protection District, the Kings River Conservation District, and the Consolidated Irrigation District; and,

**WHEREAS**, the Planning Commission voted to recommend approval of the Reorganization after holding a public hearing at their March 24, 2021, meeting; and,

**WHEREAS**, during the March 24, 2021 public hearing, the community stated concerns regarding traffic and model home sizes along Dockery Avenue, thereby resulting in proposed design changes which Lennar Homes presented at the June 10, 2021 community meeting; and,

**WHEREAS**, the project was reviewed under the Environmental Impact Report (EIR) for the Amberwood Specific Plan (SCH 2007051003) and was found to be in substantial conformance with the approved EIR; and,

**WHEREAS**, notice of the City Council’s June 21, 2021, public hearing for the Project was published in *The Selma Enterprise*, in compliance with the City’s Code and Government Code Section 65091; and,

**WHEREAS**, notice of the City Council’s June 21, 2021 public hearing on the Project was also mailed to property owners within 300 feet as required by State law.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Selma makes the following findings, based on the evidence presented in the staff report, Planning Commission recommendation, correspondence received, and testimony at the public hearing:

1. The project was reviewed under the Environmental Impact Report (EIR) for the Amberwood Specific Plan (SCH 2007051003) and was found to be in substantial conformance with the approved EIR.
2. Lennar Homes desires to only annex the Assessor's Parcel Numbers 358-100-08, 358-100-09, 358-100-10, 358-100-11, and a portion of 358-196-02 of the Amberwood Specific Plan.
3. The reorganization will not have an adverse impact on the health, safety, and welfare of residents in the neighborhood or community.
4. The following agencies would be affected by the proposed reorganization's jurisdictional changes: City of Selma - annexation; Fresno County Fire Protection District – detachment; the Kings River Conservation District – detachment; and the Consolidated Irrigation District – detachment; and,
5. The revised territory proposed to be reorganized is Uninhabited (contains less than twelve registered voters), and a map of the boundaries of the territory are attached hereto as Exhibit A and by this reference incorporated herein; and,
6. Notice of intent to adopt this resolution of application has been given, and this City Council has conducted a public hearing based upon this notification; and,
7. All property owners within the revised territory have provided their written consent to the reorganization.

**NOW, THEREFORE, BE IT RESOLVED**, this Resolution of Application is hereby adopted and approved by the City Council of the City of Selma, and Fresno Local Agency Formation Commission is hereby requested to take proceedings for the reorganization of territory and amendment of the City of Selma City Limits identified in Exhibit "A", as authorized and in the manner provided by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000. Approval and consent of annexation by the City of Selma is hereby conditioned upon detachment of the lands to be annexed from the Fresno County Fire Protection District, the Kings River Conservation District, and the Consolidated Irrigation District; including LAFCo's simultaneous approval and completion of both annexation of the lands into the City of Selma and detachment of the lands from these districts.

**BE IT FURTHER RESOLVED**, the City Council of the City of Selma hereby requests that Fresno Local Agency Formation Commission make determinations upon the proposal without notice and hearing, and waive protest proceedings, in accordance with Section 56662 of the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.

**BE IT FURTHER RESOLVED**, the City Council of the City of Selma hereby directs City staff to complete, sign, and deliver application materials to the Fresno Local Agency Formation Commission to initiate the annexation process for Assessor's Parcel Numbers 358-100-08, 358-100-

09, 358-100-10, 358-100-11, and a portion of 358-196-02 of the Amberwood Specific Plan, as identified in Exhibits “A”.

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Selma held on the 21<sup>st</sup> day of June 2021 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**APPROVED:**

**ATTEST:**

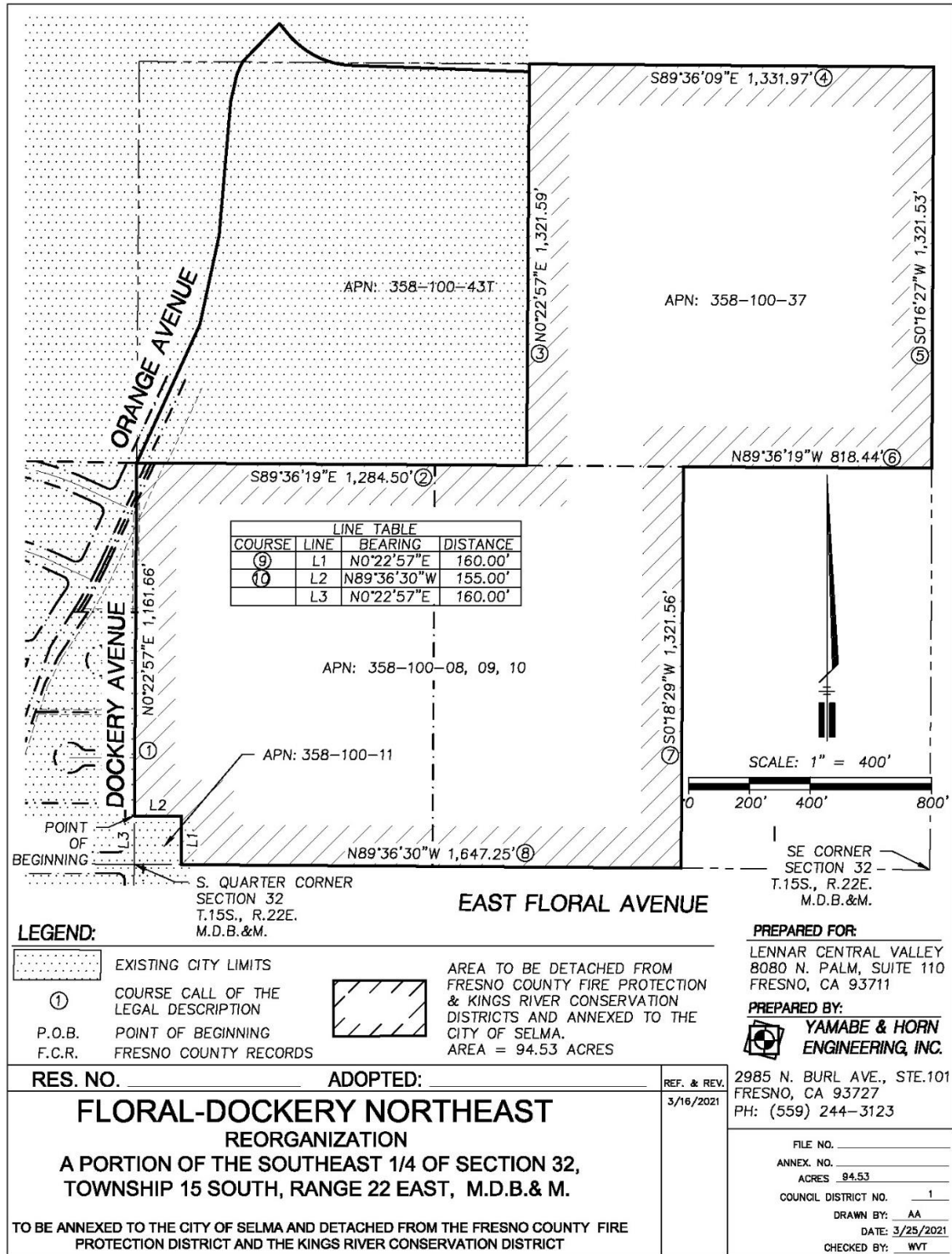
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Scott Robertson, Mayor  
City of Selma

---

Reyna Rivera, City Clerk  
City of Selma

# Exhibit A



F:\2021\21-132\dwg\Exhibits\Annexation\21-132\_ANNEX.dwg



**ORDINANCE NO. 21-XX**

**AN ORDINANCE OF THE CITY OF SELMA, COUNTY OF FRESNO, STATE OF CALIFORNIA, AMENDING THE CITY OF SELMA ZONING MAP FOR PREZONE APPLICATION 2021-0002**

The City Council of the City of Selma does ordain as follows:

SECTION 1. Chapter 2 of the Municipal Code of the City of Selma is amended by changing the Official Zoning Map to prezone Assessor's Parcel Numbers 358-100-08, 358-100-09, 358-100-10, 358-100-11, and a portion of 358-196-02 to R-M SP-AMB.

SECTION 2. Severability. If any part of this Ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares that it would have passed the remainder of this Ordinance, as if such invalid portion thereof had been deleted.

SECTION 3. This ordinance shall take effect thirty (30) days after its passage.

SECTION 4. The City Clerk is hereby ordered and directed to certify the passage of this Ordinance and to cause the same to be published once in a newspaper of general circulation, published in the County of Fresno.

I hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Selma held on the 21<sup>st</sup> day of June, 2021, and passed and adopted at a regular meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2021, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
Scott Robertson, Mayor  
City of Selma

\_\_\_\_\_  
Reyna Rivera, City Clerk  
City of Selma

**RESOLUTION NO. 2021-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,  
CALIFORNIA MAKING FINDINGS AND APPROVING 2021-0002 VESTING  
TENTATIVE SUBDIVISION MAP (TRACT 6244) WITH CONDITIONS OF  
APPROVAL AND NOTICE OF EXEMPTION**

**WHEREAS**, Lennar Homes filed a Vesting Tentative Subdivision Map application to subdivide a predominantly vacant 55.1 acre site to allow development of a single-family residential subdivision (“Project”); and,

**WHEREAS**, the City reviewed the submitted Vesting Tentative Subdivision Map (Tract 6244) and determined that the Project complies with the requirements of the Amberwood Specific Plan, City Code, and the State Subdivision Map Act; and,

**WHEREAS**, the lots will range in size from 3,994 SF to 13,154 SF; and,

**WHEREAS**, the Project will create 270 lots and two (2) parks for a total of 5.73 DU per net acre and 4.9 DU per gross acre which will be consistent with the proposed R-M rezoning designation; and,

**WHEREAS**, notice of the City Council’s June 21, 2021, public hearing for the Project was published in The Selma Enterprise, in compliance with the City’s Code and Government Code Section 65091; and,

**WHEREAS**, notice of the City Council’s June 21, 2021 public hearing on the Project was also mailed to property owners within 300 feet of the Property as required by State Law; and,

**WHEREAS**, at their May 24, 2021 Planning Commission meeting, the Planning Commission voted to recommend that the City Council approve Tract 6244; and,

**WHEREAS**, the Project was reviewed under the Environmental Impact Report for the Amberwood Specific Plan (SCH 2007051003) and found to be in substantial conformance with the approved EIR; and,

**WHEREAS**, the City Council conducted a public hearing, as heretofore specified, and deliberated and prepared the following findings of fact for approval listed and included in this Resolution, based on the reports, evidence and verbal presentations:

1. Finding: The proposed division of land is consistent with the objectives, policies, general plan land uses, and programs adopted with the General Plan because the site is designated as Medium Low Density in the General Plan. The proposed tentative map at 5.73 DU/AC is in accordance with the density requirements of this General Plan designation.

2. Finding: The proposed division of land complies with requirements as to improvements and design because the site is essentially level, contains no trees, and will, once subdivided, meet the minimum design requirements for subdivisions in the neighborhood.
3. Finding: The proposed division of land complies with requirements for flood water drainage control because conditions of approval will require the subdivision to provide storm drainage infrastructure to drain into existing facilities in accordance with adopted City development standards.
4. Finding: The proposed division of the property is consistent with the General Plan land use designation because the parcels proposed supports the development of single family residential that is consistent with the Medium Low Density Residential designation.
5. Finding: That the design or improvement of the proposed subdivision is consistent with applicable general or specific plans because the proposed project substantially conforms to the adopted Amberwood Specific Plan.
6. Finding: The site is physically suitable for the development proposed because the proposed project is consistent with the design and improvement of a single-family residential project.
7. Finding: The site is physically suitable for the proposed density because the lots created by the subdivision have sufficient size, configuration, and access to satisfy the criteria applicable to the site and can physically support single-family residential uses promoted under the General Plan.
8. Finding: The design of the proposed division and improvements will not cause environmental damage or injure fish, wildlife, or their habitat because the project is located on property where people have altered the land through agricultural type uses.
9. Finding: The design of the proposed division and improvements will not cause serious public health problems because adequate measures have been applied with the conditions of approval to address potential concerns related to public health, including, but not limited to, provisions for water for domestic use and fire protection, extension of sanitary sewer facilities to ensure proper management of wastewater, installation of necessary storm drainage, construction of proper public streets and sidewalk, flood control measures, and provision for proper and orderly timing for construction of necessary improvements.
10. Finding: The design of the subdivision or the type of improvements will not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision because based on the proposed

design, the type of improvements will not conflict any easements acquired by the public for access.

11. Finding: The design of the proposed subdivision provides, to the extent feasible, for future passive or natural heating and cooling opportunities because the design of the project will meet the 2017 California Green Building Code which ensures that buildings will provide for energy efficiency.
12. Finding: The effects of the proposed subdivision on the housing needs of the region were considered and that those needs are balanced against the needs for public services and the available fiscal and environmental resources because the Tentative Subdivision Map and resulting parcels are consistent with the City's Housing Element.
13. Finding: Approval of 2021-0002 Vesting Tentative Subdivision Map (Tract 6244) is exempt from further environmental review required by the California Environmental Quality Act ("CEQA") in accordance with CEQA Guidelines Section 15182(c) due to the evaluation conducted under the Amberwood Specific Plan Environmental Impact Report (SCH 2007051003) and no events described in CEQA Guidelines Section 15162 have occurred related to the project.

**WHEREAS**, the City Council, having made its Findings for Approval, is of the opinion 2021-0002 Vesting Tentative Subdivision Map (Tract 6244) should be approved subject to certain conditions of approval listed below:

1. The Tract Map and all phases thereof shall include a "Right to Farm" covenant statement acknowledged by separate recorded instrument to ensure that normal farming operations may continue adjacent and nearby agricultural uses and properties for each phase.
2. Each phase of the Tract Map shall be submitted to the City Engineer, and should include, but not be limited to, the current filing fees, closure calculations, current preliminary title report, legal descriptions, and drawings of required dedications.
3. The Subdivider or Successor in Interest shall submit to the City Engineer, a set of construction plans on 24" x 36" sheets with City standard title block for all required improvements (the 'Improvement Plans'). The Improvement Plans shall be prepared by a registered civil engineer, and shall include a site grading and drainage plan and an overall site utility plan showing locations and sizes of sewer, water, irrigation, and storm drain mains, laterals, manholes, meters, valves, hydrants, and other facilities, such as medians and stamped concrete, etc. Plan check and inspection fees per City of Selma shall be paid with the first submittal of said Improvement Plans. All Improvement Plans for each phase shall be approved by the City and all other involved agencies prior to the release of any development permits, unless otherwise approved by the City.



4. The design and construction of all off-site improvements shall be in accordance with City standards and construction specifications. The design of the roads including number of lanes, median islands and landscape requirements shall conform to the Amberwood Specific Plan. The Subdivider or Successor in Interest shall furnish to the City acceptable security to guarantee the construction of the off-site street improvements in accordance with the Subdivision Map Act.
5. The Subdivider or Successor Interest shall comply with and be responsible for obtaining encroachment permits from the City of Selma for all work performed within the City's right-of-way.
6. The Subdivider or Successor in Interest shall provide a dedication for a ten (10) foot public utility easement along all frontages of all lots as approved by the City Engineer and the public utility companies. No public utility easements (electric, gas, cable, telephone, sewer, water) shall be permitted in rear lot setback areas.
7. The Subdivider or Successor in Interest shall comply with the requirements of Pacific, Gas and Electric Company (PG&E), AT&T, Comcast. The City shall not accept first submittals without proof that the Subdivider has paid the appropriate PG&E engineering fees and provided PG&E with a set of plans showing proposed electrical vaults and proposed sidewalk and curb grades adjacent to the vaults.
8. No above-ground transformer is permitted on the required sidewalk within the public right-of-way. All existing overhead and new utility facilities located on-site, or within the street rights-of-way adjacent to this subdivision shall be undergrounded. The Subdivider or Successor in Interest shall utilize screening techniques recommended pursuant to PG&E design descriptions or additional architectural features as determined by the Community Development Department as approved by the City Engineer.
9. All underground utilities installed under streets shall be backfilled, compacted, tested, and approved by the City Engineer prior to placement of any aggregate base or asphalt concrete surfacing. Easements for utilities, including water, gas, telephone, electricity, sewage, pedestrian access, fire access, storm drainage and irrigation facilities shall be provided, as required.
10. The Subdivider or Successor in Interest shall install streetlights to City standards at the locations designated by the City Engineer. Streetlight locations shall be shown on the utility plans submitted with the final map for approval indicating conveyance of the streetlights to the City of Selma. The design, type of metal poles and tamper proof pull boxes shall be reviewed and approved by the City Engineer. All lighting fixtures shall have a sharp cut-off feature near the property line. Ambient light and glare outside of the project shall be minimized to residential levels.

11. Drainage, grading, on-site and utility improvements shall be in accordance with plans reviewed and approved by the City Engineer. The Subdivider or Successor in Interest shall be responsible for the preparation of plans. They shall construct storm drainage facilities as deemed necessary by the City Engineer to service the project site. Said facilities must be dedicated to the City of Selma.
12. Grade differentials between lots and adjacent properties shall be adequately shown on the grading plan and shall be treated in a manner in conformance with City of Selma standards (i.e., retaining walls).
13. Individual lot grading shall comply with the current edition of the California Building Code. The Subdivider or Successor in Interest shall submit an updated typical lot grading diagram for review and approval by the City Engineer.
14. Design and construction of all street cross sections and required off-site improvements shall be in accordance with City specifications and as approved by the City Engineer.
15. The frontage and access on Floral Avenue, a collector street, shall be developed to an ultimate width of a sixty-two (62) foot Floral Avenue public right-of-way on the north side and twenty-five (25) foot Floral avenue ROW on the south side. The street improvements consist of curb, gutter, sidewalk, and streetlights on the north side of Floral Avenue in accordance with the Amberwood Specific plan.
16. All other interior streets shall be constructed to the Amberwood Specific Plan and City of Selma standards, including standard curb, gutter, park landscape strips, sidewalk, handicap ramps, street lighting and full width permanent paving (36' permanent), pavement marking and signage, pursuant to review and approval by the City Engineer.
17. All driveway approaches shall be reviewed for line-of-sight distance and approved by the City Engineer.
18. Traffic and road signs shall be installed in conformance to requirements and as approved by the City Engineer and designed to the CA MUTCD.
19. The Subdivider or Successor in Interest shall enter into a Subdivision Agreement in accordance with the City of Selma Municipal Code prior to approval of each phase.
20. The Subdivider or Successor in Interest shall not install any fences, temporary or permanent, in the public right-of-way.
21. Design and structural details for the type and style of the block walls shall be submitted to the Community Development Department and the City Engineer

for review and approval by the City Council prior to the approval of Phase I. Each phase will be reviewed by the Community Development Department for compliance with the original conditions for the construction, decorative construction pilaster columns and placement of the block wall. The wall facing materials shall be of decorative block such as brick or split faced concrete block with textured block accents.

22. All mechanical equipment (air conditioners or dual pack) shall be located in the attic or on the ground on foundations.
23. After all improvements have been constructed and accepted by the City, the Subdivider or Successor in Interest shall submit to the City Engineer, one blue line copy of the approved set of construction plans revised to reflect all field revisions and marked "AS-BUILT" for review and approval.
24. Upon approval of the "AS-BUILTS" by the City, the Subdivider or the Successor in Interest shall provide to the City Engineer, one (1) reproducible and one (1) copy of the "AS-BUILTS", and one (1) copy on diskette, CD or similar digital storage media that is compatible with Auto CAD.
25. The Subdivider or the Successor in Interest shall provide the City Engineer with original Improvement Plans and Auto CAD files of the Final Map, Improvement Plans, and all drawings prepared on Auto CAD.
26. The Subdivider or the Successor in Interest shall contact the Regional Water Quality Board and comply with all requirements, pay all applicable fees required, obtain any required NPDES permit and implement Best Available Technology Economically Achievable and Best Conventional Pollutant Control Technology to reduce or eliminate storm water pollution for each phase.
27. The Subdivider or the Successor in Interest shall provide a covenant for the Landscape and Lighting Maintenance District. The Subdivider or the Successor in Interest acknowledges and agrees that such request serves as a petition pursuant to California State Proposition 218 and no further election will be required for the establishment of the initial assessment. The assessment for each lot must be obtained from the City for the tax year following the recordation of the Final Map. The estimated annual assessment is subject to limited annual adjustments. The Subdivider or Successor in Interest shall notify all potential lot buyers before they actually purchase a lot, that this tract is a part of a Landscape and Lighting Maintenance District and shall inform potential buyers of the assessment amount. Said notification shall be in a manner approved by the City. The Subdivider or the Successor in Interest shall supply all necessary assessment diagrams and other pertinent materials for the Landscape and Lighting Maintenance District annually until the year subsequent of recording of the Final Tract Map and assignment of new assessor's parcel numbers by the county.

28. Monuments as described in Condition No. 29 shall be set as required by City standards and shall be shown on the Final Map.
29. The Subdivider or the Successor in Interest shall install all major street monumentation and section corner monumentation within the limits of the project work in accordance with City standards prior to final acceptance of the project. Monumentation at the street center line intersections shall conform to City Standards drawing No. 0-21. Any existing section corner or property corner monuments damaged by this development shall be reset to the satisfaction of the City Engineer. A licensed land surveyor or civil engineer licensed to perform land surveying shall certify the placement of all required monumentation prior to final acceptance. Within five (5) days after the final setting of all monuments, the engineer or surveyor shall give written notice to the City Engineer that the final monuments have been set. Upon payment to the engineer or surveyor for setting the final monuments, the applicant shall present to the City Engineer evidence of the payment and receipt thereof by the engineer or surveyor.
30. The Subdivider or the Successor in Interest is to work with the City Engineer to identify the scope of the offsite improvements that will be required with this development, the mitigations that were outlined in the Traffic impact study prepared by RD Engineering dated May 2020 will be the basis of the requirements.
31. The Subdivider or Successor in Interest shall extend the water main east on Floral from Dockery to Street L and north along Street L from Floral to the end of the property.
32. All Development and construction activities shall comply with the San Joaquin Valley Air Pollution Control District's (SJVAPCD) applicable rules and regulations.
33. The Subdivider or the Successor in Interest shall implement SJVAPCD's applicable mitigation requirements as specified in the Guide for Assessing and Mitigating Air Quality Impacts.
34. The Subdivider or the Successor in Interest shall provide fencing for buffers along any edges of Amberwood that border agricultural uses per Figure 4-10, Walls and Fences in the Amberwood Specific Plan.
35. The Developer shall provide outdoor electrical outlets to facilitate use of electrical lawn and garden maintenance equipment, and a natural gas outlet option for outdoor barbecues.
36. All Development shall be built in compliance with current adopted City of Selma Fire Codes and Amendments.



37. All Development shall be built in compliance with current adopted City of Selma Building Codes and Amendments.
38. All Development shall be subject to development impact fees that are applicable.
39. The developer shall be responsible for payment of all applicable City impact fees.
40. The developer shall be responsible for payment of any outstanding invoices prior to issuance of building permits.
41. The developer shall be responsible for coordination and payment of all school impact fees directly to the school districts. The developer shall submit proof of payment prior to issuance of building permits.
42. All landscaping, fences, and walls shall be maintained, and the premises shall be kept free of weeds, trash, and other debris.
43. Except as amended herein, or by reference, all development shall be in accordance with the Amberwood Specific Plan.
44. The Property Owner, Subdivider or the Successor in Interest shall, at their sole expense, defend, with counsel selected by the City, indemnify and hold harmless the City of Selma, its agents, officers, directors and employees, from and against all claims, actions, damages, losses, or expenses of every type and description, including but not limited to payment of attorneys' fees and costs, by reason of, or arising out of, this development approval. The obligation to defend, indemnify and hold harmless shall include but is not limited to any action to arbitrate, attack, review, set aside, void or annul this development approval on any grounds whatsoever. The City of Selma shall promptly notify the developer of any such claim, action, or proceeding.
45. The Tentative Subdivision Map approval shall be valid for a period of two (2) years. If a final map is not filed and approved prior to the end of the two-year life of the Tentative Subdivision Map approval, the approval shall expire and become null and void. A request to extend the Tentative Subdivision Map approval period may be filed with the City Clerk. The request shall be filed at least 30 days prior to the expiration date and shall be processed in accordance with the procedures established by the Selma Municipal Code.

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

1. The above findings are supported by the record and presentation to the City Council
2. The above facts are true and correct.

3. The City Council hereby approves Application No. 2021-0002 Vesting Tentative Subdivision Map (Tract 6244) subject to Findings for Approval, Conditions of Approval, and Notice of Exemption listed above and made a part of this Resolution.

The foregoing Resolution No. 2021-\_\_\_\_\_is hereby approved this 21<sup>st</sup> day of June 2021, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**APPROVED:**

**ATTEST:**

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Scott Robertson, Mayor  
City of Selma

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Reyna Rivera, City Clerk  
City of Selma

**Notice of Exemption****Appendix E**

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

County Clerk

County of: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**From:** (Public Agency): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Address)

Project Title: \_\_\_\_\_

Project Applicant: \_\_\_\_\_

Project Location - Specific:

Project Location - City: \_\_\_\_\_ Project Location - County: \_\_\_\_\_

Description of Nature, Purpose and Beneficiaries of Project:

Name of Public Agency Approving Project: \_\_\_\_\_

Name of Person or Agency Carrying Out Project: \_\_\_\_\_

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

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

Reasons why project is exempt:

Lead Agency \_\_\_\_\_

Contact Person: \_\_\_\_\_ Area Code/Telephone/Extension: \_\_\_\_\_

**If filed by applicant:**

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Title: \_\_\_\_\_

Signed by Lead Agency      Signed by Applicant

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

Date Received for filing at OPR: \_\_\_\_\_

CITY OF SELMA  
CITY COUNCIL  
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Selma will hold a public hearing on Monday, June 21, 2021 at 6:00 p.m., or as soon thereafter as the matter may be heard in the Council Chambers of the City Hall, 1710 Tucker Street, Selma, California, to consider the following matters:

1. ANNEXATION, PRE-ZONE, TENTATIVE SUBDIVISION MAP NO. 2021-0002 - Consideration of an Annexation, Pre-Zone, and Tentative Subdivision Map application filed by Lennar Homes for a 55.1 acre property located at the northeast corner of East Floral Avenue and Dockery Avenue (APNs: 358-100-(08-11) & 358-100-37) to allow for the creation of 270 single family lots and a park. The proposed zoning will be ResidentialMedium (R-M SP-AMB). The project is consistent with the Amberwood Specific Plan and the City of Selma General Plan. The Annexation application encompasses 94.53 acres and was recommended for approval by the Planning Commission.

ENVIRONMENTAL DETERMINATION: Consideration of a Notice of Exemption. This project is part of and consistent with the Amberwood Specific Plan EIR (SCH# 2007051003) ), which was adopted on November 2, 2015 pursuant to CEQA guidelines. Certain residential, commercial, and mixed-use projects that are consistent with a specific plan adopted pursuant to Title 7, Division 1, Chapter 3, Article 8 of the Government Code are exempt from CEQA, as described in section 15182 in the CEQA Guidelines.

2. AMENDMENT TO TITLE VI, SECTION 20 (ALCOHOLIC BEVERAGES) OF THE CITY OF SELMA MUNICIPAL CODE - Consideration of an amendment to Section 20, 6-20-4: PIONEER VILLAGE; ALCOHOLIC BEVERAGES allowing for alcoholic beverage consumption on the premises for public and private events, gatherings, and functions as recommended by the Planning Commission.

ENVIRONMENTAL DETERMINATION: Consideration of a Notice of Exemption. Pursuant to California Environmental Quality Act (CEQA) Guidelines, Public Resources Code §15305 Minor alterations in land use limitations, it has been determined that this project is categorically exempt from additional CEQA processes.

A copy of all relevant materials regarding the proposed actions is on file in the Community Development Department at Selma City Hall, 1710 Tucker Street, Selma, California. Specific questions can be directed to the Citys Planning Division at (559) 891-2200. Si necesita información en Español, comuníquese con Reyna Rivera al teléfono (559) 891-2200 o por correo electrónico reynar@cityofselma.com.

Due to the COVID-19 pandemic public health orders, which limit in-person public meetings, the public hearing will be held either in the Selma City Council Chambers, or by Teleconference Phone Number +1 301 715 8592 Webinar ID: 825 5548 2048 Passcode: 1710 as specified in the meeting agenda. Please check the June 21, 2021 City Council agenda once it is posted on the Citys website for further information as to how to participate in the City Council meeting. Written comments may be sent via U.S. Mail or by hand delivery to the City of Selma, at City Hall, at the address listed above.

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



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

June 21, 2021

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**ITEM NO:** 7.

**SUBJECT:** Consideration of an Urgency Ordinance Repealing Title VII Chapter 3 and adopting a new Title VII Chapter 3 to the Selma City Code Relating to Fireworks

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**BACKGROUND:** The problem of discharging illegal fireworks within City limits has grown significantly in the last several years. To combat this problem, staff has reviewed our current ordinance that addresses fireworks, and has found several deficiencies that need to be addressed. The current ordinance addresses the sale and permitting requirements for legal fireworks but lacks any enforcement procedures for deterring the use of illegal fireworks. Staff has prepared a new ordinance for Council's consideration that will help to address these concerns.

With the upcoming Independence Day holiday and the anticipated use of fireworks, both legal and illegal, along with our current drought conditions and fire dangers in our city and region, staff is recommending the adoption of the new ordinance with an immediate effective date. This is allowed under Government Code 36937 with a four-fifths majority approval based on adopted findings establishing the emergency.

**DISCUSSION:** The new ordinance will address the use of illegal fireworks within the City and provide a mechanism for staff to issue administrative citations, which will carry with it a significant fine structure. This will provide staff with another tool to try to deter the use of illegal fireworks in the city. Each year staff from our fire and police departments patrol the City in an effort to prevent the use of illegal fireworks; however, it is often difficult to identify the person responsible for discharging the fireworks, which would be required for a criminal citation. It is much easier to identify the residence where the illegal fireworks are being discharged. Administrative citations can then be issued to property owners and tenants in an effort to deter the use of these dangerous fireworks. The new ordinance will merge aspects of the old ordinance, which relate to permitting and sales of legal fireworks, so as not to confuse long-standing organizations who sell legal fireworks within the City limits, while still presenting a clearer picture of what those current requirements are. Staff believes that the new ordinance is essential to explain the use and sale of legal fireworks, while providing additional options to enforce violations presenting fire safety threats and deter the use of illegal fireworks.

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**RECOMMENDATION:** Staff recommends Council consider adopting the emergency findings noted in the Ordinance with a four-fifths vote and Repealing Title VII Chapter 3 and adopting a new Title VII Chapter 3 to the Selma City Code relating to fireworks.

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<u>/s/</u>	<u>06/16/2021</u>
Robert Petersen, Fire Chief	Date

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<u>/s/</u>	<u>06/16/2021</u>
Isaac Moreno, Acting City Manager	Date

**ORDINANCE NO. 2021-\_\_\_\_\_**

**AN URGENCY ORDINANCE OF THE COUNCIL OF THE CITY OF SELMA  
REPEALING TITLE VII CHAPTER 3 AND ADOPTING A NEW TITLE VII  
CHAPTER 3 TO THE SELMA CITY CODE RELATING TO FIREWORKS**

**WHEREAS**, the sale and use of fireworks within the city presents fire safety challenges and directly impacts the health and safety of the residents, local property and local public safety resources; and

**WHEREAS**, regulating the sale and use of fireworks within the city is a necessary and beneficial public purpose; and

**WHEREAS**, the upcoming July 4<sup>th</sup>, 2021 Independence Day holiday presents one of the biggest holidays for firework usage, potential for fires, property damage and fire-related injury to residents; and

**WHEREAS**, limited city public safety resources require the immediate adoption and effective date of fireworks regulations to minimize fire safety threats created by the sale and use of fireworks; and

**WHEREAS**, California is facing another drought exacerbating current potential fire hazards within the city; and

**WHEREAS**, Government Code section 36937 allows the adoption of urgency ordinances that can take immediate effect for the preservation of the public peace, health or safety, containing a declaration of facts constituting an emergency and passed by a four-fifths majority vote of the Council.

**WHEREAS**, on June 21, 2021, the Council took public testimony, reviewed the staff report, other written evidence presented and testimony contained in the record.

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

**Section 1. FINDINGS**

- A. The facts set forth in the recitals, along with the public testimony, reports and related evidence are true and correct and are an adequate evidentiary basis for the actions taken in this ordinance.
- B. The Ordinance is consistent with the General Plan, Selma City Code and applicable law.
- C. The Ordinance is not detrimental to the public interest, health, safety, convenience or welfare.

- D. The Ordinance is necessary to provide the necessary public safety enforcement and regulatory tools to address the health and safety concerns, potential property damage and drain on limited city resources.

## **Section 2. ENVIRONMENTAL REVIEW**

Pursuant to California Resources Code Section 21065, the Council finds that this Ordinance is not a "project" because its adoption is not an activity that has the potential for a direct physical change or reasonably foreseeable indirect physical change in the environment. This Ordinance amends the Selma City Code to authorize regulations related to fireworks. Accordingly, there is no possibility that this Ordinance will have a significant impact on the physical environment and the Ordinance is not subject to CEQA under CEQA Guidelines Section 15061(b)(3).

**Section 3.** Title VII Chapter 3 Fireworks of the Selma Municipal Code is repealed.

**Section 4.** Title VII Chapter 3 is adopted as follows:

### Title VII Chapter 3 FIREWORKS

#### **7-3-1 Purpose.**

The City of Selma has determined that in order to protect the health, safety and welfare of the citizens within the City and metropolitan area, it is necessary to regulate the sale and discharge of safe and sane fireworks.

#### **7-3-2 Sale of fireworks.**

(A) It is unlawful for any person to sell, offer for sale, or display for sale any "safe and sane fireworks" as defined with Section 12529 of the California Health and Safety Code (hereinafter referred to as "fireworks"), within the City of Selma and metropolitan area without first obtaining a permit therefor from the City Manager of the City of Selma, or designee, as provided herein.

(B) Fireworks may be sold within the City of Selma and metropolitan area only from June 28 to July 4 of any year. The hours of operation of any fireworks stand shall be limited to 12:00 noon to 10:00 p.m. on June 28 and 9:00 a.m. to 10:00 p.m. daily during the other days identified above. The sale of any fireworks shall be made strictly in accordance with the provisions of this chapter and the laws of the State of California.

#### **7-3-3 Discharge of fireworks.**

It shall be unlawful for any person to fire, set off, discharge, explode, use to, cause to, or permit to be fired, set off, discharged, exploded or used, any fireworks within the City of Selma and metropolitan area except for that period beginning at 12:00 noon on June 28 and ending at 10:00 p.m. on July 4 of any year.

#### **7-3-4 Applicants.**

Applicants for a City of Selma fireworks permit must satisfy the following requirements:

- (A) No permit shall be issued to any person, except nonprofit associations or corporations organized primarily for civic betterment or youth activities.
- (B) Each such organization must have its principal and permanent meeting place in the City's sphere of influence limits; must maintain a bona fide membership of at least ten (10) members; and, must have been organized and established in the City's sphere of influence limits for a minimum of one year continuously preceding the filing of the application for the permit.
- (C) No organization may receive more than one permit for fireworks sales during any one calendar year. One permit may be issued to two (2) or more qualifying applicants as a joint venture. The maximum number of permits that may be issued during any one calendar year shall be ten (10) permits, until the City's population has increased to thirty five thousand (35,000). Once the City's population has increased to thirty five thousand (35,000), the maximum number of permits that may be issued during any one calendar year shall be increased by one for each additional population increase of three thousand five hundred (3,500) persons.
- (D) If the number of applicants exceed the number of permits to be issued, the permittees during the preceding year shall have first priority for the available permits, provided each permittee retains the same participating organizations that operated under the permit during the preceding year. Each participating organization in a joint venture shall be deemed a co-permittee with the same duties and liabilities under the permit. If there are any additional permits available, such additional permits shall be granted by a drawing supervised by the City Clerk. (Ord. 99-4, 4-19-1999)

#### **7-3-5 Permits for retail sale of fireworks.**

All applications for a fireworks permit shall comply with the provisions of Section 12500 et. seq. of the California Health and Safety Code, Subchapter 6, Article V, of Title 19 of the California Administration Code, and any and all rules and regulations established by the State of California

and the City of Selma. In addition, each applicant shall be governed by the following:

- (A) An application for a fireworks permit shall be filed with the City Manager, or designee, between March 1 and March 31 of each year, along with payment of a nonrefundable permit fee established by Resolution of the City Council, fireworks permits are not transferable.
- (B) The City Manager, or designee, shall issue permits. Permits denied for failure to comply with Sections 7-7-4, 7-7-5 or 7-7-6 may be appealed to the City Manager or designee, and thereafter to the City Council.



(C) No fireworks permit will be granted to an applicant if the following items are not properly and completely prepared and presented to the City Manager, or designee, on or before March 31 of the calendar year during which the fireworks will be sold:

- (1) State Fire Marshall's license;
- (2) Temporary seller's permit from the State Board of Equalization;
- (3) Property owner's permission form (original) signed and currently dated;
- (4) Storage of safe and sane fireworks form;
- (5) Address of property where stand will be located;
- (6) Certificate of insurance as required by the City of Selma; and
- (7) Certification of compliance with all applicable local laws.

The City Manager, or designee, may extend the March 31 filing date if the City Manager, or designee, determines in his or her sole discretion, that an applicant has attempted in good faith and with due diligence to satisfy all of the requirements in subsections (A) and:

(C) Of this section and that as a result of action or inaction on the part of other persons or entities, which are beyond the applicant's control, the applicant has been unable to satisfy the requirements of subsections (A) and (C) within the required time periods.

(D) No change of stand locations will be permitted without the prior approval of the City Manager, or designee,

(E) All fireworks stands must be removed on or before 12:00 noon on July 7 of each respective year provided, however, that all unsold fireworks stock and accompanying litter shall be removed from the stand on or before 10:00 p.m. on the last day.

(F) No person shall sell, or offer for sale, any fireworks within a distance of one hundred (100') feet of any pump or dispensing device of any flammable liquids.

(G) No fireworks stand shall be located within thirty (25) feet of any adjacent buildings, burnable materials, grass, paper, or like flammable materials.

(H) No fireworks stand shall be located closer than ten (10) feet from any public roadway or back of curb, or in any location which does not otherwise meet the approval of the City Manager, or designee,

(I) No sale or display of fireworks will be allowed inside any permanent building.

(J) Each fireworks stand shall have minimum of two (2) exits which shall be located and provided on opposite sides. Each shall be at least thirty-two (32) inches wide. Fireworks stands with only three (3) sides and open from the back will not require exits.

(K) If stands are operated at night, only electric lights may be used.

(L) "No Smoking" signs shall be located on all sides of the stand. Each sign all have the words "No Smoking" in red letters, not less than two (2) inches in height, with a minimum one and one-half (1-½) inch stroke on a white background.

(M) One approved two and one-half (2-½) gallon pressurized, water-type fire extinguisher and/or

one five (5) pound multi-purpose ABC fire extinguisher or garden hose fully charged with shutoff nozzle attached, shall be provided in the stand's sale area. There shall be no exceptions to this requirement. The fire extinguisher must be in operating condition, with an up-to-date

inspection tag indicating that the fire extinguisher has be serviced within the past year.

(N) Fireworks signs shall not create a traffic hazard and must be approved by the City Manager, or designee.

(O) All permittees shall instruct all employees and persons who handle fireworks in any capacity, of the hazards of fireworks and with these rules and safety precautions governing fireworks.

(P) All persons selling fireworks shall be trained in emergency procedures, including the use of fire extinguishers.

(Q) Persons employed for the sale of fireworks shall be at least eighteen (18) years of age. Proof

must be shown at any time when requested by the City Manager, or designee.

(R) No person under sixteen (16) years of age shall purchase fireworks.

(S) No sleeping inside the fireworks stand will be permitted at any time.

(T) The stand and surrounding area shall be maintained in a clean, neat and orderly condition at all times and be free from any condition that would create a "fire nuisance."

(U) No person shall use or handle fireworks while under the influence of intoxicating liquids or narcotics. Alcohol and narcotics are prohibited within the fireworks stands.

(V) Smoking shall be prohibited where fireworks are stored or handled.

(W) No person, other than a member of the organization or a volunteer who is associated with the organization having a permit, shall be permitted to sell or to otherwise participate in the sale of fireworks.

(X) No permit issued or authorized shall be transferable or assignable.

(Y) No person shall light, or cause to be lighted, any fireworks or other combustible article within any stand or within two hundred (200) feet thereof.

(Z) The applicant's state license, City fireworks permit, and temporary sales permit issued by the State Board of Equalization shall be displayed in a prominent place in the fireworks stand.

#### **7-3-6 Insurance.**

Prior to the issuance of a permit, the eligible organization shall procure a certificate of insurance

acceptable to the City of Selma. The certificate shall name the City of Selma, its officers, agents and employees as additional insureds in an amount of not less than one million dollars (\$1,000,000.00) combined bodily injury and property damage for each occurrence. The certificate must specify the time, location and dates to be covered by the policy.

#### **7-3-7: STORAGE:**

Safe and sane fireworks may be stored within the City pursuant to the following provisions:

(A) Buildings or parts of buildings used for storage shall meet the zoning requirements of the County and a permit to store shall be issued by the County.

(B) Signs with the wording "Fireworks - No Smoking", in letters a minimum of four inches (4") high, shall be conspicuously located throughout the building.

(C) Fire extinguishers, of the water pressure type, shall be located so there is not more than fifty feet (50') of travel to any fireworks storage.

(D) Stacks of merchandise shall be limited in size to twelve thousand (12,000) cubic feet, and each stack shall be separated from other stacks by eight feet (8') wide aisles. (Ord. 99-4, 4-19-1999)

#### **7-3-8 Revocation.**

Any violation of these provisions, or any other City ordinance, or the terms and conditions of the

permit, of state law or administrative regulations, or safety rules of the City Manager, or designee, shall be grounds for immediate revocation of the permit. Any such violation shall be determined in the sole discretion of the City manager, or designee. The decision of the City Manager, or designee, with regards to revocation may be appealed consistent with Selma City Code section 1-20-1 et.seq.

### **DANGEROUS FIREWORKS**

#### **7-3-9- Purpose.**

(A) This section authorizes the imposition of administrative fines on any person who violates any provision of this article in order to encourage and obtain compliance with the provisions of this article for the benefit and protection of the entire community. This article governs the imposition, enforcement, collection and administrative review of all administrative fines, related to: the possession, use, storage, sale and/or display of

those fireworks classified as "dangerous fireworks" with the exception of a pyrotechnic licensee when operating pursuant to that license; and the use of "safe and sane fireworks" as defined in California Health and Safety Code Section 12500, et seq. Said administrative fines are imposed under authority of Government Code Section 53069.4, Health and Safety Code Section 12557, the police power of the City, and pursuant to California Attorney General Opinion (No. 07-503, December 20, 2011).

- (B) The issuance of citations imposing administrative fines may be performed at the discretion of the officials of the City authorized hereunder; and the issuance of a citation to any person constitutes but one remedy of the City to redress violations of this article by any person. By adopting this article, the City does not intend to limit its authority to employ any other remedy, civil, or criminal, to redress any violation of this article by any person, which this City may otherwise pursue.

### **7-3-10- Definitions.**

The following definitions apply to the use of these terms for the purposes of this article:

- (A) "*Dangerous fireworks*," as defined in California Health and Safety Code Sections 12505, includes the following:
- (1) Any fireworks which contain any of the following:
    - a. Arsenic sulfide, arsenates, or arenites.
    - b. Boron.
    - c. Chlorates, except:
      - i. In colored smoke mixture in which an equal or greater amount of sodium bicarbonate is included.
      - ii. In caps and party poppers.
      - iii. In those small items (such as ground spinners) wherein the total powder content does not exceed four grams of which not greater than 15 percent (or 600 milligrams) is potassium, sodium, or barium chlorate.
    - d. Gallates or gallic acid.
    - e. Magnesium (magnesium-aluminum alloys, called magnalium, are permitted).
    - f. Mercury salts.
    - g. Phosphorous (red or white except that red phosphorus is permissible in caps and party poppers).
    - h. Picrates or picric acid.
    - i. Thiocyanates.
    - j. Titanium, except in particle size greater than 100-mesh.
    - k. Zirconium.
  - (2) Firecrackers.
  - (3) Skyrockets and rockets, including all devices which employ any combustible or explosive material and which rise in the air during discharge.



- (4) Roman candles, including all devices which discharge balls of fire into the air.
  - (5) Chasers, including all devices which dart or travel about the surface of the ground during discharge.
  - (6) Sparklers more than ten inches in length or one-fourth of one inch in diameter.
  - (7) All fireworks designed and intended by the manufacturer to create the element of surprise upon the user. These items include, but are not limited to, auto-foolers, cigarette loads, exploding golf balls, and trick matches.
  - (8) Fireworks known as devil-on-the-walk, or any other firework which explodes through means of friction, unless otherwise classified by the state fire marshal pursuant to this part.
  - (9) Torpedoes of all kinds which explode on impact.
  - (10) Fireworks kits.
  - (11) Such other fireworks examined and tested by the state fire marshal and determined by him, with the advice of the state board of fire services, to possess characteristics of design or construction which make such fireworks unsafe for use by any person not specially qualified or trained in the use of fireworks.
- (B) "*Citee*" means any person served with an administrative citation charging him or her as a responsible person for violation.
  - (C) "*Citation*" means an administrative citation issued pursuant to this article to remedy a violation.
  - (D) "*Code*" means the Selma City or Municipal Code.
  - (E) "*Code enforcement officer*" (*CEO*) shall include, but not be limited to, the Selma City Fire Chief, Fire Marshal, Police Chief, or their agents, designees or assigns designated to enforce any provision of this article.
  - (F) "*Person*" means a natural person or a legal entity that is also an owner, tenant, lessee and/or other person with any right to possession or control of the property where a violation of this article occurred.
  - (G) "*Responsible person*" means:
    - (1) The person(s) who owns, rents, leases, or otherwise has possession of the residence or other private property;
    - (2) The person(s) in immediate control of the residence or other private property; and
    - (3) The person(s) who organizes, supervises, sponsors, conducts, allows, controls, or controls access to the illegal discharge or illegal storage of fireworks."
  - (4) Every parent, guardian or other person, having the legal care, custody or control of any person under the age of 18 years may be issued a citation in accordance with the

provisions of this article, in addition to any citation that may be issued to the offending minor.

- (H) "*Violation*" or "*violates*" refers to any violation of any provision of this article, and/or the failure to comply with any additional requirement imposed under California Health and Safety Code Sections 12500, et seq.

**7-3-11- Ban on dangerous fireworks.**

(A) The City of Selma hereby prohibits the possession, use, storage sale, display, giving, delivery, and/or transporting of 25 pounds or less of "dangerous fireworks" in all zones in the City; with the exception of:

- (1) A pyrotechnic licensee operating pursuant to a valid City or state issued license;
- (2) Or the use of "safe and sane fireworks" as defined in this article and Health and Safety Code Section 12500 et seq.

(B) Because of the serious threat of fire or injury posed by the use of "dangerous fireworks" that can result from persistent or repeated failures to comply with the provision of this article and the effect of such conditions or activities on the safety and the use and enjoyment of surrounding properties and to the public health, safety and welfare, this section imposes strict civil liability upon the owners of residential real property for all violation of this article existing on their residential real property. Each contiguous use, display and/or possession shall constitute a separate violation and shall be subject to a separate administrative fine.

**7-3-12 - Issuance of administrative citation; service procedures.**

Upon determining that a violation exists with respect to any property within the incorporated area of the City, the code enforcement officer shall serve an administrative citation upon one or more of the responsible persons. Service shall be completed utilizing one of the below methods of service:

- (A) *Service*. An administrative citation shall be served on the responsible person by an enforcement officer in one of the following ways:
- (1) *Personal service*. In any case where an administrative citation has been issued, the enforcement officer may personally serve the responsible person and obtain the signature of the responsible person on the administrative citation. If personal service is affected, but the responsible person served refuses or fails to sign the administrative citation, the failure or refusal to sign shall not affect the validity of the service of the administrative citation or of any of the subsequent proceedings. The enforcement officer shall note on the administrative citation the failure or refusal of the responsible person to sign the citation. The date of service under this subsection shall be the date of actual service.
  - (2) *Service of citation by mail*. As an alternative to personal service, the enforcement officer may serve the administrative citation by mail as hereinafter set forth. The administrative citation shall be mailed to the responsible person by certified mail, postage prepaid with a return receipt requested. Simultaneously, the citation may be sent by first class mail. If the citation is sent by certified mail and returned unsigned, then service shall be deemed effective pursuant to first class mail, provided the citation sent by first class mail is not returned by

the United States Postal Service undelivered. In the case of service by certified mail for which a signed receipt is returned, the date of service shall be the date of signing of the receipt. In the case of service by regular first-class mail, the date of service shall be the date upon which such mail was deposited in the United State Mail with postage prepaid, plus three days.

(3) *Service of citation by posting notice.* If the enforcement officer does not succeed in serving the responsible person by personal service or by mail as set forth above, the enforcement officer shall post the administrative citation on any real property within the City in which the City has knowledge that the responsible person has a legal interest, and such posting shall be deemed effective service. The date of service of a posted notice or citation shall be the date of actual posting, plus five days.

(4) The form of the administrative citation shall be approved by the City Council.

(B) Administrative citations issued pursuant to this section shall be considered citations issued to correct immediate dangers to health and/or safety concerns of the City. Pursuant to this article, a citee shall not be provided a notice of violation, or given a chance to abate the violation, prior to issuance of an administrative citation.

**7-3-13 - Issuance of administrative citation; content.**

(A) *Content.* Each administrative citation may contain the following information:

- (1) Date, approximate time, and address or definite description of the location where the violation was observed;
- (2) The Code sections or provisions violated and a description of the violation;
- (3) The date the notice of violation was served on the responsible person and the time specified thereon to correct the violation;
- (4) A statement that the violation has not been corrected within a given correction period, if any;
- (5) The amount of the fine;
- (6) An explanation of how and where the fine may be paid and the time period within which it must be paid;
- (7) Consistent with Selma City Code section 1-20-1 et. seq. an explanation of rights of appeal, including the time within which the citation may be contested and the place to obtain a notice of appeal form to contest the administrative citation; and
- (8) The name and signature of the enforcement officer and, if possible, the signature of the responsible person;
- (9) The amount of the administrative fine for each violation, the procedure in place to pay the fines, and any late fee and interest charge(s), if not timely paid, and notice that if the City is required to take action to collect such fines, the responsible person may be charged costs and attorney's fees;
- (10) Any other information deemed necessary by the director for enforcement or collection purposes.

- (11) In the event that the Selma Police Department is the issuing agency for a violation of this ordinance, a crime report will be submitted along with the citation.

**7-3-14 - Administrative fines for dangerous fireworks.**

- (A) Each person who violates any provision of this article as it relates to "dangerous fireworks" shall be subject to the imposition and payment of an administrative fine(s) as provided below:

Number of Offense in 1-Year Period	Amount of Administrative Penalty	Late Charge	Total Amount of Penalty plus Late Charge
First	\$1,000.00	\$100.00	\$1,100.00
Second	\$1,500.00	\$200.00	\$1,700.00
Third	\$2,000.00	\$300.00	\$2,300.00

(B) In the case of a violation of any of the provisions listed above, the administrative fine(s) shall be due and payable within 30 calendar days from the issuance of the administrative fine citation, and the citee shall be required to abate the violation, and surrender all dangerous fireworks to the City, immediately. For penalties not paid in full within that time, a late charge in the amount set forth above is hereby imposed and must be paid to the City by the citee.

- (C) On the second and each subsequent time that a person is issued a citation for the same violation in any 12-month period, the fine is increased as indicated in section 7-7-13(A) and the citee shall be liable for the amount of the new fine until it is paid, in addition to being responsible for payment of previous fines.
- (D) Upon confirmation of the citation or when the citation is deemed confirmed, either by exhaustion of administrative remedies or by the citee's own admission, all unpaid administrative fines, late fees and/or interest shall constitute a judgment which may be collected in any manner allowed by law for collection of judgments including but not limited to recordation to create a lien on any real property owned by the responsible person. The City shall be entitled to recover its attorney's fees and costs incurred in collecting any administrative fines, late charges and/or interest.
- (E) Payment of the administrative fine shall not excuse or discharge a citee from the duty to immediately abate and correct violations of this article, nor from any other responsibility or legal consequences for a continuation or the repeated violations of this article.

**Section 5. SEVERABILITY**

The City Council declares that (1) the sections, paragraphs, sentences, clauses and phrases in this Ordinance are severable; and (2) if any sections, paragraphs, sentences, clauses and phrases in this Ordinance, or its application to any person, entity or circumstance, be



determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, that determination shall have no effect on any other sections, paragraphs, sentences, clauses and phrases in this Ordinance or the application of this Ordinance to any other person, entity or circumstance.

**Section 6. EFFECTIVENESS**

This Ordinance shall take effect immediately. This Ordinance will remain effective until any repealing or superseding ordinance becomes effective.

**Section 7. PUBLICATION**

The City Council directs the City Clerk to cause this Ordinance to be published in the manner required by law.

**PASSED, APPROVED AND ADOPTED** this 21<sup>st</sup> day of June 2021, by the following vote:

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

ATTEST:

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

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