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

ITEM NO: 1.a.

SUBJECT: Consideration of Resolutions Approving Requests for Special Event Fee Waivers for Multiple Upcoming Events

<u>RECOMMENDATION</u>: Consider adoption of multiple resolutions for Special Event Fee Waivers for the following events:

- 1. Raisin Festival May 4-8, 2022; hosted by the Selma Chamber of Commerce
- 2. National Day of Prayer May 5, 2022; hosted by Antioquia Ministries, Inc.
- 3. March for Jesus May 28, 2022; hosted by Antioquia Ministries, Inc.
- 4. Holy Spirit Celebration June 12, 2022; hosted by the Selma Portuguese Azorian Association

DISCUSSION: Staff has received multiple requests for special event fee waivers for activities proposed during the months of May and June. Listed below are descriptions of each request for Council's consideration, including the associated fee waiver request amount.

1. Raisin Festival: This event is hosted by the Selma Chamber of Commerce, will take place May 4-8, 2022 and will be held at Lincoln Park, as depicted in Attachment #1. The fee waiver serves a public purpose in that the events aim to attract many residents and individuals from neighboring communities to Lincoln Park and the City's downtown area, thereby serving as vehicles to bring additional revenue to the City. These community events are a means by which the City can showcase both Lincoln Park and downtown.

Fees associated with this event include Special Events Permit, Street Closure Permit, Sound Permit, and Park Rental, and staff time which total approximately \$4,686.

<u>2. National Day of Prayer</u>: This event is hosted by Antioquia Ministries, Inc., and will take place on May 5, 2022 and will be held at Lincoln Park, as depicted in Attachment #2. The fee waiver serves a public purpose by accommodating community gathering.

Fees associated with this event include Special Events Permit, Sound Permit, and Park Rental, which total approximately \$1,225.

<u>3. March for Jesus:</u> This event is hosted by Antioquia Ministries, Inc., and will take place on May 28, 2022 and will be along the route depicted in Attachment #3. The fee waiver serves a public purpose by accommodating community gathering, and welcoming many residents and individuals from neighboring communities. Fees associated with this event include Special Events Permit, Sound Permit, Park Rental, and Police Staff which total approximately \$5,055.

<u>4. Holy Spirit Celebration:</u> The event is hosted by the Selma Portuguese Azorian Association, and will take place on June 12, 2022. Event layout depicted in Attachment #4. The fee waiver serves a public purpose by bringing community gathering and fellowship.

Fees associated with this event include Street Closure and Sound Permit, which total approximately \$785.

Lupe Macias, Building-Planning Technician

Rob Terry, Deputy City Manager

Fernando Santillan, City Manager

ATTACHMENT #1

RESOLUTION NO. 2022 – __R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA, APPROVING A REQUEST FOR A FEE WAIVER FOR SELMA CHAMBER OF COMMERCE RAISIN FESTIVAL & CARNIVAL EVENT

WHEREAS, the Selma Chamber of Commerce ("Chamber") requested that the City Council waive fees associated with its Raisin Festival & Carnival event to be held between May 4-8, 2022; and

WHEREAS, the total fees associated with the Raisin Festival & Carnival are Four Thousand Six Hundred Eighty-Six Dollars (\$4,686), which includes the fees for the special events permit, sound permit, street closure, barricades, and staff time and park rental permit; and

WHEREAS, the total amount the Chamber is requesting the City Council to waive is Four Thousand Six Hundred Eighty-Six Dollars (\$4,686); and

WHEREAS, while the City is proposing to waive fees associated with the event, Chamber is still required to comply with all other provisions of the City's Municipal Code; and

WHEREAS, the Chamber is a valuable community partner, and consistently works with the City to promote community events, provides resources for a stronger economy, promote local business growth, and create and maintain a sense of community pride. The fee waiver serves a public purpose in that it aims to attract many residents and individuals from neighboring communities to the City's Lincoln Park, thereby serving as a vehicle to bring additional revenue to the City. The Raisin Festival event is also a means by which the City can showcase its Lincoln Park.

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

<u>SECTION 1.</u> The above recitals are true and correct and are incorporated herein by reference.

<u>SECTION 2.</u> The Chamber is a valuable community partner, and consistently works with the City to promote community events, provides resources for a stronger economy, promote local business growth, and create and maintain a sense of community pride. The fee waiver serves a public purpose in that it aims to attract many residents and individuals from neighboring communities to the City's Lincoln Park, thereby serving as a vehicle to bring additional revenue to the City. The Raisin Festival event is also a means by which the City can showcase its Lincoln Park. <u>SECTION 3.</u> The City Council hereby approves the fee waiver for fees associated with the Raisin Festival event in the amount of Four Thousand Six Hundred Eighty-Six Dollars (\$4,686).

<u>SECTION 4.</u> The Chamber shall comply with the City's Municipal Code during the Raisin Festival & Carnival event, and provide the City with all information required by City staff, including, but not limited to, the following:

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

<u>SECTION 5.</u> 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.

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

PASSED, APPROVED AND ADOPTED this 18th day of April, 2022, by the following vote:

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

Scott Robertson, Mayor

ATTEST:

7

Reyna Rivera, City Clerk

City Of Selma APPLICATION FOR

	PARADE AND SPECIAL EVENTS P	ERMIT Submit (60) days prio	r to event
1)2	GENVED	Pla	anning Office Use O	
$ U ^{-}$		Date Received:	Data	
	MAR 1 8 2022	() Application Complete () Application Fee Paid	Date: \$	() Harmiess Agreement () Insurance Forms
INI		() PD Inv. Fee Paid	\$	() Other
ПП	\cup	() Facilities Event	· · · · · · · · · · · · · · · · · · ·	MINOR \$80/MAJOR \$900
CITY	(PHATER TYSELILEONADU)			Cary \$ 945/ PRIVATE \$670
Constant and the second se	CONTACT PERSON Charles +	Le Tucker		- Standard Strice
				9
	Address 272 1821 TU			
	Primary Email Chamber dir	ector Alternate Emai		
	Alternate Contact Person	4Tele	phone 33.47 8	841-2235
	Address N/A			
	sponsor/organization	er of Commerce Teles	phone 559	- 891-2235
	Address 1821 Tucker			
	Officer Charlotte Tu	ter	Pres.	
	EVENT CHAIRPERSON Charles	He Tucker Teles	ohone	<u> </u>
	Address 1821 Tucker	ST_Clty/Zip_	Selma	-93662
	Nature and Purpose of Event Raiss	M Festival	& Carr	ival
	DATE OF EVENT May	THE STL		
	Start Time: Vavies	End Time: Var	ies -s	see attached fiver
	Location Boundarles (list main streets)	Lincoln	Park	
	North	East	÷	
	South	West		
	Estimated Number of participants or atte	ndees 5,000 - 7	500 GVe	-r the 5 days
	Types of Vehicles N/A			
	Types of Animals NIA			
	Number of Animals N/P			
	Types of Structures NIA			
	Number of StructuresN	-		
	Description of Sound Amplification Equip	ment Carnival r	ides m	usre by band Stand
	Description of Food/beverage(s) to be sol	d and/or served <u>Narrow</u>	CI	Vendors
	Name of Private Security N	A Telephone	. 10	1
	Estimated Parking RequirementsN	Number of S	paces needed	ALA

City Of Selma APPLICATION FOR

PARADE AND SPECIAL EVENTS PERMIT

Submit (60) days prior to event

PAGE 2

THE FOLLOWING ADDITIONAL INFORMATION IS REQUIRED FOR PARADES, RACES, AND OTHER EVENTS ALONG A ROUTE:
ASSEMBLY POINT
Boundaries North
Boundaries South
Boundaries East
Boundaries West
Time of Assembly for participants:am/pm
Route to be traveled:
List of all portions of the streets to be traversed:
Map included: Yes No
Intervals of space/time to be maintained between the units
Number of floats
Size(s) of floats (width, length & height of largest float)
Material & size (types of cloth, etc.) for flags/banners/signs:
I, the undersigned representative, have read the rules and regulations with reference to this permit and am duly authorized to enjoin the organization(s) or person(s) listed on this application for the responsibilities listed in the Selma Municipal Code Section
Signer Date 3-18-22
Title Pres Chamber of CDL #:
POLICE DEPARTMENT USE ONLY: APPROVED () DATE: 4-5-27 REASON
NAME BENE CARZA TITLE POLECK CHERE
FIRE DEPARTMENT USE ONLY: APPROVED () DATE: 4-5-22 REASON
NAME MAS TITLE Fire Chief
NAME SHUANE FERREU TITLE ARECTUR OF P.W.
PLANNING DEPARTMENT USE ONLY: APPROVED M'DENIED () DATE: <u>-4-8-22</u> REASON
NAME CAPACITY LITLE DEPUTY CITY MANAGER



CITY OF SELMA

POLICE DEPARTMENT

SOUND AMPLIFYING EQUIPMENT APPLICATION

Applicant: Selma Chamber of Commerce	Phone: 559-891-223.5
	5-4-22 JPM-10 PM
Date: May 4-8 2022	Time (s): 5-6- 22- 4Pm - 11 PM
1 0	5-7-22 12 PM - 11 PM
Location: Lincoln Park	5-8-52 J PM - 10 PM Fee: \$80

The application to have music is approved for the above date or dates, and subject to daily fee for each date listed. **The applicant is subject to the following restrictions and conditions.**

The city Municipal Code restricts ambient noise levels in residential areas between 7 AM to 10 PM. <u>The applicant is restricted to the specified hours of operation and must conclude</u> <u>no later than 10 pm.</u>

The City Municipal Code prohibits excessive noise as follows:

 No person shall make, cause, or suffer or permit to be made, or caused upon any premises or upon any street, sidewalk, alley, or place within the City, any sound or noise which causes discomfort or annoyance to any reasonable person of normal sensitivity residing or working in the area. The provisions of this section shall apply to the use and operation of any of the following noise sources:
 Radios, musical instruments, photographs, televisions sets, tape decks or other machines or devices used for the amplifications, productions or reproduction of sound, or the human voice.

- 2. Any noise or sound clearly exceeding the reasonable ambient noise level at the property line of any person offended thereby, shall be deemed to be prima facle evidence of violation of Municipal Code.
- 3. If the Seima police Department receives two or more calls due to a disturbance of peace, as a result of the live music, an initial warning notice will be issued. If after a second complaint the disturbance continues, the applicant and/or the person in control of the residence or event is subject to noise disturbance response charge. In addition, the person in control of the residence or event may be subject to criminal action for disturbance of the peace.

I have read and understand the above restrictions and conditions and agree to abide by them.

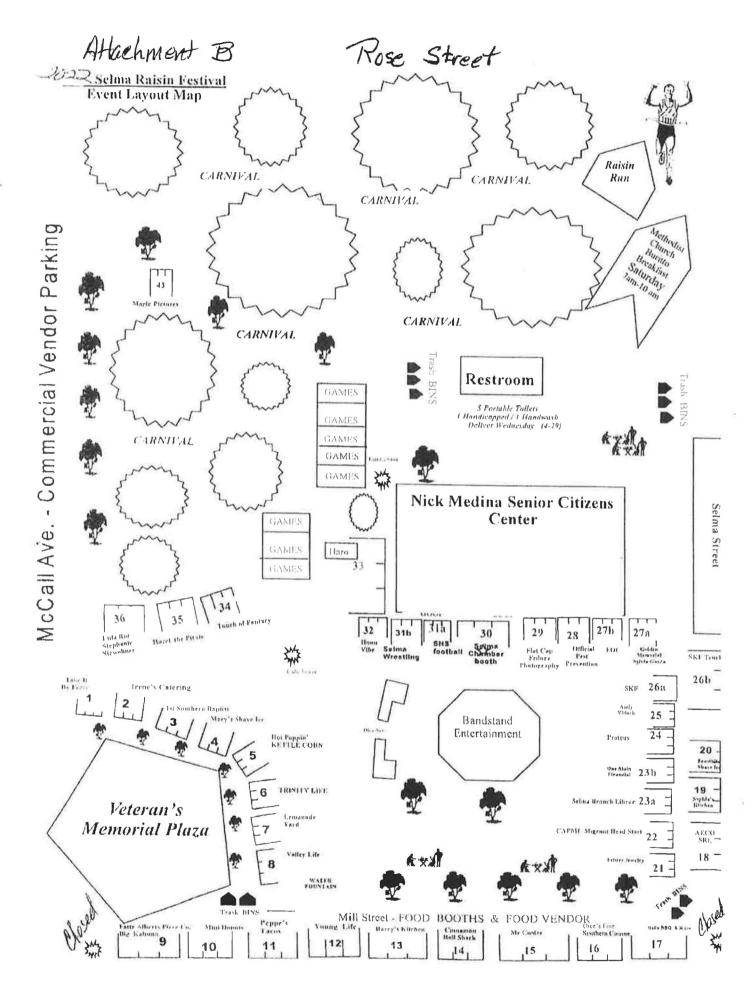
Signature of Applicant: Date: 4-5-22 Approved by:

2055 THIRD ST-SELMA, CALIFORNIA 93662 24hr. POLICE SERVICES - (559) 896-2525 / FAX (559) 896-8839/ POLICE ADMINISTRATION (559) 896-3060

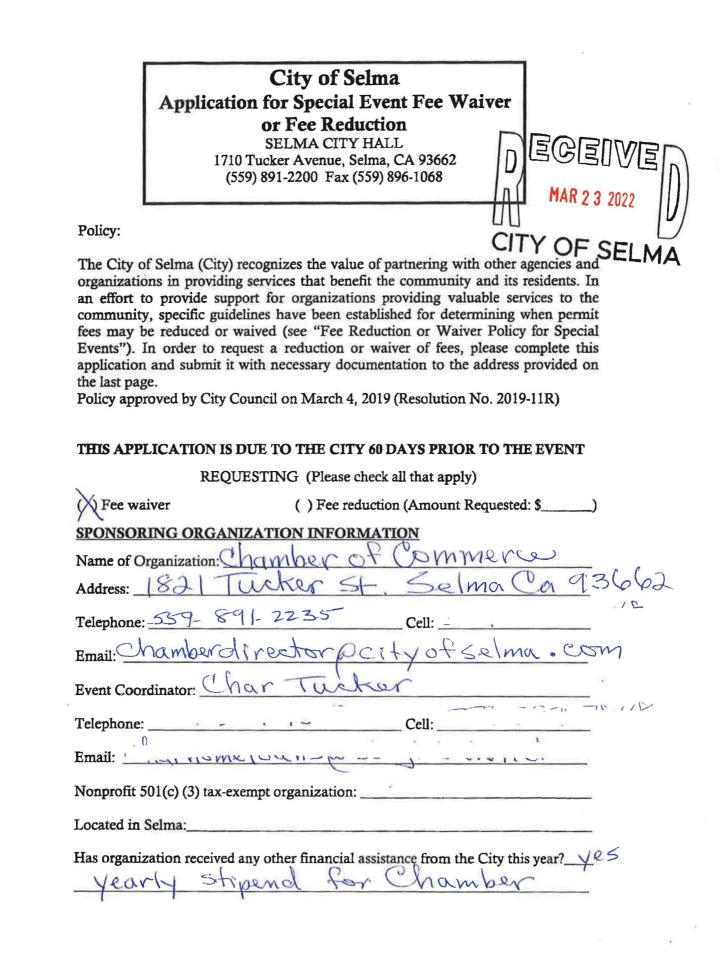
CITY OF SELMA <u>APPLICATION FOR TEMPORARY STREET CLOSURE</u>

The undersigned hereby accepts and agrees to comply with all City Policies, Ordinances, State Laws and rules and regulations. For "TEMPORARY STREET CLOSURE PERMIT" Date of closure: <u>MA-4</u> 4-8 2022 All day 4 night Between the hours of <u>and</u> on <u>Mill St</u> , Street Name
Between the hours of and on Mill St,
Between: <u>Selma ST</u> and <u>McColl</u> Street Name Street Name
Responsible Party: Charlotte Tucker Date: 3-18-22 Permitee's Signature
Name: Charlotte Tucker Chamber of Commerce Address: 1821 Tucker St Selma 93662
Email: Chamberdirector Ocityofselma . com
Telephone No: 351-891-2235
Reason for Street Closure: Parking for Vendors
APPROVED: CHIEF OF POLICE DATE: 4-5-22 APPROVED: CHIEF OF FIRE DATE: 4-5-22
FOR OFFICE USE BELOW
Date: $5/4-8+4/2022$ \$: 80-175 Fees for Temporary Street Closure Permit Rental of $4/6$ Barricades @ \$5:00 each 10.10 *An additional fee of \$35 will be charged for each damaged or unreturned barricade*
Barricades returned in good order: By: Date: Barricades not returned in good order: By: Date:
* Responsible Party to pick up and return Barricades* City of Selma Yard: 1325 Nebraska Ave (559) 891-2216

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April 18, 2022 Council Packet



Will the event create revenue-generating opportunities for local Selma businesses? If open if stores are so, how: food paina Can you commit to tracking event attendance and vendor sales to report the City's Economic Development Team following the event? Yes____ No__ If yes, please describe how you will track attendance and sales: attendance 2.10 unable Has your organization put on this same event in the past: Yes No If not, has your organization put on other events in Selma? If so, please indicate which ones: A Other organizations participating in organization of the event: NA Other organizations participating in event: N Will this event receive third party funding or sponsorship: 3-18-22 Name of Applicant (Print): Date: Signature of Applicant: Please deliver completed application to (City Hall, 1710 Tucker Street, Selma, CA 93662 Building-Planning Technician, 559-891-2208) along with a copy of your organization IRS 501(3)(c) determination letter. Incomplete applications or requests will not be considered. Planning Office Use Only 3/18/22 Date Received: Received By: Application Revd (IRS 501(3)(c) Revd () 4/5/22 Date Forwarded for Approval:

EVENT INFORMATION

EVENTIATORINATION	
Name of Event: Raisin Festival	
Type of Event: Carnival, vendors entertainment	
Facility Requested or Event Location: Lincoln Park	
Date of Event: MMY 4-8, 2022 Event Hours: Varies, see attached flyer	
On which dates and at what times are you requesting permission to setup/clean up?	
Set up: MAY 4, 2022 Clean up: MAY 8, 2022	
Please describe the event, its purpose, and the activities that will take place:	
Is the event open to the public: $\sqrt{2}$	
Estimated number of participants/spectators:	
Is this event a fundraiser:	
Will there be an admission, entrance, user fee or cover charge for the event? If so,	
please explain: Vendors will pay a fee carnival will charge for rides	
carnival will marge sor rides	
How will the event benefit Selma: will bring several thousand people to downtown Selma	01
neeple to domistry and Colung	~1
pospic is concontrow in setting	
Will promotional materials be used? How are you planning to market the event:	
Chamber website, flyers	



ATTACHMENT #2

RESOLUTION NO. 2022 - R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA, APPROVING A REQUEST FOR A FEE WAIVER FOR ANTIOQUIA MINISTRIES EVENT

WHEREAS, the Antioquia Ministries requested that the City Council waive fees associated with its National Day of Prayer event to be held on May 5; and

WHEREAS, the total fees associated with the parade are One Thousand Two Hundred Twenty-Five Dollars (\$1,225), which includes the fees for the special events permit, sound permit, and park rental permit; and

WHEREAS, the total amount the Antioquia Ministries is requesting the City Council to waive is One Thousand Two Hundred Twenty-Five (\$1,225); and

WHEREAS, while the City is proposing to waive certain fees associated with the event, Antioquia Ministries is still required to comply with all other provisions of the City's Municipal Code; and

WHEREAS, the fee waiver serves a public purpose by gathering the community.

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

<u>SECTION 1.</u> The above recitals are true and correct and are incorporated herein by reference.

SECTION 2. The fee waiver serves a public purpose by gathering the community.

<u>SECTION 3.</u> The City Council hereby approves the fee waiver for fees associated with the Event in the amount of One Thousand Two Hundred Twenty-Five (\$1,225).

<u>SECTION 4.</u> The Antioquia Ministries shall comply with the City's Municipal Code during the Event, and provide the City with all information required by City staff, including, but not limited to, the following:

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

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<u>SECTION 5.</u> The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses,

sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

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

PASSED, APPROVED AND ADOPTED this 18^{th} day of April, 2022, by the following vote:

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

Scott Robertson, Mayor

ATTEST:

A

Reyna Rivera, City Clerk

	City Of Selma APPLICATION FOR			
	SPECIAL EVENTS PERMIT	Submit (6	50) days prior	to event
			anning Office Use Or	
Inl	ECEIVED	Date Received:		
101		() Application Complete	Date:	() Harmless Agreement
Inl	MAR 3 1 2022	() Application Fee Paid	\$	() Insurance Forms
1111		() PD Inv. Fee Paid	\$	() Other
UЦ	\cup	() Facilities Event		Private Property \$670
CIT	PRINT OR TYPE ALCTINGTON			City Property \$945
	CONTACT PERSON JOE AL	UARCZTele	phone	-
	Address 1426 Grove	Sit City/Zip	Schma 9	3662
	Primary Emai	rnate Emai.		
	Alternate Contact Person			
	Address	City/Zip		
	Address	oquia Ministries	Dhone (555) 898	-3/21
	Address	City/Zip		
	Officer	Title		_
EVENT CHAIRPERSON Pastrioe Telephone 5596521408				21408
		City/Zip		_
	Nature and Purpose of Event		PRAYER 202	22
	DATE OF EVENT 5/5/22			
	Start Time: 12 pm	End Time:		_
	Location Boundaries (list main streets)			
	North			
	South	West		
	Estimated Number of participants or atte	endees 25-50		_
	Types of Vehicles			
	Types of Animals			
	Number of Animals			
	Types of Structures			_
	Number of Structures			
	Description of Sound Amplification Equip			
	Description of Food/beverage(s) to be so			
	Name of Private Security			
	Estimated Parking Requirements	Number of S	spaces needed	

City Of Selma APPLICATION FOR SPECIAL EVENTS PERMIT

Submit	(60) da	vs prior	to event

PAGE 2

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THE FOLLOWING ADDITIONAL INFORMATION IS REQUIRED FOR PARADES, RACES, AND OTHER EVENTS ALONG A ROUTE:
ASSEMBLY POINT
Boundaries North
Boundaries South
Boundaries East
Time of Assembly for participants:am/pm
Route to be traveled:
List of all portions of the streets to be traversed:
Map included: Yes No
Intervals of space/time to be maintained between the units
Number of floats
Size(s) of floats (width, length & height of largest float)
Material & size (types of cloth, etc.) for flags/banners/signs:
I, the undersigned representative, have read the rules and regulations with reference to this permit and am duly authorize to enjoin the organization(s) or person(s) listed on this application for the responsibilities listed in the Selma Municipal Consection
POLICE DEPARTMENT USE ONLY: APPROVED () DENIED () DATE: 4-5-22 REASON
NAME RENE CAREA TITLE POLICE CHIEF
FIRE DEPARTMENT USE ONLY: APPROVED () DENIED () DATE: 4-5-22 REASON
NAME TITLE Fire Chief
PUBLIC WORKS DEPARTMENT USE ONLY: APPROVED () DENIED () DATE: REASON
NAME SHAME FERREL TITLE DIRECTOR OF P.W.
PLANNING DEPARTMENT USE ONLY: APPROVED (* DENIED () DATE: 4-8-2-2 REASON
NAME CHERRY TITLE DEPUTY CITY MADDINGER

April 18, 2022 Council Packet

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CITY OF SELMA

POLICE DEPARTMENT

SOUND AMPLIFYING EQUIPMENT APPLICATION

Applicant: Pastr Joe	Phone:	
Date: 5/5/22	Time (s):	12pm - 1pm
Location: Lineola	Park	Fee: \$80

The application to have music is approved for the above date or dates, and subject to daily fee for each date listed. **The applicant is subject to the following restrictions and conditions.**

The city Municipal Code restricts ambient noise levels in residential areas between 7 AM to 10 PM. The applicant is restricted to the specified hours of operation and must conclude no later than 10 pm.

The City Municipal Code prohibits excessive noise as follows:

 No person shall make, cause, or suffer or permit to be made, or caused upon any premises or upon any street, sidewalk, alley, or place within the City, any sound or noise which causes discomfort or annoyance to any reasonable person of normal sensitivity residing or working in the area. The provisions of this section shall apply to the use and operation of any of the following noise sources:
 Radios, musical instruments, photographs, televisions sots, tape decks or other machines or devices used for the amplifications, productions or reproduction of sound, or the human volce.

- 2. Any noise or sound clearly exceeding the reasonable ambient noise level at the property line of any person offended thereby, shall be deemed to be prima facle evidence of violation of Municipal Code.
- 3. If the Selma police Department receives two or more calls due to a disturbance of peace, as a result of the live music, an initial warning notice will be issued. If after a second complaint the disturbance continues, the applicant and/or the person in control of the residence or event is subject to noise disturbance response charge. In addition, the person in control of the residence or event may be subject to criminal action for disturbance of the peace.

I have read and understand the above restrictions and conditions and agree to abide by them.

Signature of Applicant:

Approved by:

2055 THIRD ST-SELMA, CALIFORNIA 93662 24hr. POLICE SERVICES - (559) 896-2525 / FAX (559) 896-8839/ POLICE ADMINISTRATION (559) 896-3060

City of Selma Application for Special Event Fee Waiver or Fee Reduction SELMA CITY HALL 1710 Tucker Avenue, Selma, CA 93662 (559) 891-2200 Fax (559) 896-1068

Policy:

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

Policy approved by City Council on March 4, 2019 (Resolution No. 2019-11R)

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

REOUESTING (Please check all that apply)

Fee waiver	() Fee reduction	n (Amount Re	quested: \$)
SPONSORING ORGANIZ	ATION INFORMAT	ION	
Name of Organization:	whoping Min	vistnes]	ENG
Address: 1426 6			
Telephone: [539] 8			
Email: 1 Event Coordinator: Pas	<u> </u>		
Event Coordinator:	tr Joe		
Telephone:			
Email:			. (
Nonprofit 501(c) (3) tax-exen	npt organization:	yes	
Located in Selma: <u>ye</u> 2	k		
Has organization received an	y other financial assista	ance from the	City this year?

EVENT INFORMATION
Name of Event: Narring ary of player 2022
Type of Event: <u>Prayer gathering</u>
Name of Event: <u>Natronal day of Prayer 2022</u> Type of Event: <u>Prayer gathering</u> Facility Requested or Event Location: <u>Lincoln Park</u>
Date of Event: $\frac{5}{5}/22$
Event Hours: 12 pm
On which dates and at what times are you requesting permission to setup/clean up?
Set up: 10 Am Clean up: 1pm
Please describe the event, its purpose, and the activities that will take place:
Praying for our City.
Is the event open to the public:
Estimated number of participants/spectators: 25-50
Is this event a fundraiser: No
Will there be an admission, entrance, user fee or cover charge for the event? If so,
please explain: NO
How will the event benefit Selma: Bringing feople together
Will promotional materials be used? How are you planning to market the event:

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

Can you commit to tracking event attendance and vendor sales to report the City's Economic Development Team following the event? Yes____ Noz If yes, please describe how you will track attendance and sales: Has your organization put on this same event in the past: Yes 🔨 No____ If not, has your organization put on other events in Selma? If so, please indicate which ones: MArch tor Jesus Other organizations participating in organization of the event: ______ Other organizations participating in event: Local Churches Will this event receive third party funding or sponsorship: _____ ? Name of Applicant (Print): Jose R AWArez Date: 3/31/22 Signature of Applicant: Please deliver completed application to (City Hall, 1710 Tucker Street, Selma, CA 93662 Building-Planning Technician, 559-891-2208) along with a copy of your organization IRS 501(3)(c) determination letter. Incomplete applications or requests will not be considered. Planning Office Use Only Date Received: 3/31/22 Received By: Application Rcvd () IRS 501(3)(c) Rcvd (-) Date Forwarded for Approval: 4/5/22

ATTACHMENT #3

5

RESOLUTION NO. 2022 - R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA, APPROVING A REQUEST FOR A FEE WAIVER FOR ANTIOQUIA MINISTRIES MARCH FOR JESUS EVENT

WHEREAS, the Antioquia Ministries requested that the City Council waive fees associated with its National Day of Prayer event to be held on May 28; and

WHEREAS, the total fees associated with the parade are Five Thousand Five Hundred Fifty-Five Dollars (\$5,055.00), which includes the fees for the special events permit, sound permit, Police Staff and park rental permit; and

WHEREAS, the total amount the Antioquia Ministries is requesting the City Council to waive is Five Thousand Fifty-Five Dollars (\$5,055.00); and

WHEREAS, while the City is proposing to waive certain fees associated with the event, Antioquia Ministries is still required to comply with all other provisions of the City's Municipal Code; and

WHEREAS, the fee waiver serves a public purpose by bringing many residents and individuals from neighboring communities.

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

<u>SECTION 1.</u> The above recitals are true and correct and are incorporated herein by reference.

<u>SECTION 2.</u> The fee waiver serves a public purpose by bringing many residents and individuals from neighboring communities.

<u>SECTION 3.</u> The City Council hereby approves the fee waiver for fees associated with the Event in the amount of Five Thousand Fifty-Five Dollars (\$5,055.00).

<u>SECTION 4.</u> The Antioquia Ministries shall comply with the City's Municipal Code during the Event, and provide the City with all information required by City staff, including, but not limited to, the following:

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

<u>SECTION 5.</u> The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or

inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

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

PASSED, APPROVED AND ADOPTED this 18^{th} day of April, 2022, by the following vote:

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

Scott Robertson, Mayor

ATTEST:

Reyna Rivera, City Clerk

City Of Selma APPLICATION FOR			
DECENVED	Submit (60) days prio	<mark>r to event</mark>
		Planning Office Use	Only
	Date Received:	1	
MAR 3 1 2022	() Application Complete	Date:	() Harmless Agreement
	() Application Fee Paid	\$	() Insurance Forms
CITY OF SELMA	() PD Inv. Fee Paid () Facilities Event	\$	() Other Private Property \$670
CIT OF SELMA	() Facilities Event		City Property \$945
(PRINT OR TYPE ALL INFORMATION)			
CONTACT PERSON DE M Address 1426 Gruce	lugrez Te	lephone	
Address 1426 Grove	City/Zip	Seling 9.	3662
Primary Email	12	ail	
Primary Email Alternate Contact Person Bertha	Alvares yehow com	John I.	
Address	City/Zip	HIV	
Address	9002 Ministres Tel	ephone 55789	63121
Address	City/Zip)
Officer	Title		
Officer	TeleTeleTele	ephone	
Address			
Nature and Purpose of Event	MARCH FOR JESU.	S	
DATE OF EVENT 5-27-28	2022		
Start Time: Strm	End Time:		
Location Boundaries (list main streets)			
North	East		
South	West		
Estimated Number of participants or a Trucks	ttendees 206-3	00	
Types of Vehicles Trucks	cars, bike, M	notorcycle.	5
Types of Animals			
Number of Animals			
Types of Structures			
Number of Structures			
Description of Sound Amplification Eq	uipment		
Description of Food/beverage(s) to be	sold and/or served		
Name of Private Security	Telephon	ne	
Estimated Parking Requirements	Number of	f Spaces needed	

.5

City Of Selma APPLICATION FOR

SPECIAL EVENTS PERMIT

Submit (60) days prior to event

PAGE 2

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THE FOLLOWING ADDITIONAL INFORMATION IS REQUIRED FOR PARADES, RACES, AND OTHER EVENTS ALONG A R	OUTE:
ASSEMBLY POINT	
Boundaries North	
Boundaries South	
Boundaries East	
Boundaries West	
Time of Assembly for participants: 8:90 m	
List of all portions of the streets to be traversed:	
Map included: Yes 🔀 No	
Intervals of space/time to be maintained between the units	
Number of floats	
Size(s) of floats (width, length & height of largest float)	
Material & size (types of cloth, etc.) for flags/banners/signs:	
I, the undersigned representative, have read the rules and regulations with reference to this permit and am duly a to enjoin the organization(s) or person(s) listed on this application for the responsibilities listed in the Selma Muni Section in its entirety and as applied to the city of Selma: Signed Date Date Date Title CDL # :	
POLICE DEPARTMENT USE ONLY: APPROVED () DATE: 4-5-22 REASON	
NAME RENE GARDA TITLE POLICE CHIEF	
FIRE DEPARTMENT USE ONLY: APPROVED GODENIED () DATE: 4-5-22 REASON	
NAME TITLE FIRE GOAL	
PUBLIC WORKS DEPARTMENT USE ONLY: APPROVED () DENIED () DATE: 4-11-22 REASON	
NAME SHANE FORFELL TITLE DIRECTOR OF P.W.	
PLANNING DEPARTMENT USE ONLY: APPROVED (* DENIED () DATE: 4-0-22 REASON	
NAME DEAL TITLE DEPUTY CITY MANAGEN	





City of Selma POLICE DEPARTMENT Contract Law Enforcement Services

1. APPLICANT	CONTRACT NUMBER:	
Name: Jose R ALVAN	: >	
Address: 1426 Grove .	SF	
City/State/Zip: Selwin CA	93662	
Phone#:	Alternate #: 557898 3121	
Name of Contact person if Differe	ent from Above: Email:	
	1 5	
	RGANIZATION/BUSINESS:	
Name of Organization: AN4	iguig Ministries INC	
Address: L'	/	
City/State/Zip: (Phone #: 1)	

3. TYPE OF EVENT:	1			
Briefly Describe Activities: March /	Gatherin	7		
Address/Location: 1426 Grave	st /			
Dates(s): 5-28-22	Start Time:	9:00que	End Time:	1pm
Type of Duties Requested: Police Presence	e			/
Anticipated # of Attendees, if applicable	: 100 Alcohol s	erved:		

4. STAFFING NEEDS:	Number	Total Hours	Rate	Total
Police Officer	2	10	\$111.30 (per hour)	1,113
Police Sergeant	Ø	0	\$149.42 (per hour)	11.0
Safety Dispatcher	-6-	e	\$70.23 (per hour)	
Community Service Officer	2	10	\$70.21 (per hour)	702.10
		Esti	nated Total	\$ 1,815.10

5. BILLING:

- A Three (3) hour minimum applies to all contract requests;
- Time in excess of that which was requested will be billed to the applicant;
- Applicants are billed for each additional half-hour or portion thereof.

You must deposit the estimated total amount for the requested off-duty law enforcement services with the Selma Police Department Administrative Sergeant at least 21 calendar days prior to the event or the dates of the requested services.

EXCEPTION: City of Selma registered non-profit organizations are not required to provide a deposit in advance of the event. If your request is denied, the full deposit amount will be refunded to you. The period for which services are requested will not exceed 30 days per application.

Your signature indicates you have received, read, and agree to abide by the Selma Police Department Contract Law Enforcement Regulations. Completing this document neither guarantees your request for officers will be filled, nor that a marked police vehicle will be provided. Your request will be reviewed by city staff to determine whether or not off-duty law enforcement services will be authorized by the Selma Police Department.

If signing on behalf of Organization/Business, include title

Signature/Date:	5-28-22	Received by:
Title (signing op behalf of organization/business)		Date:
Amount Received:		Date Received:
Reviewing Staff Officer:	Date:	Approved: Yes / No
If No, Reason:		

Please remit to: Selma Police Department 2055 Third Street, Selma, CA 93662



CITY OF SELMA

POLICE DEPARTMENT

SOUND AMPLIFYING EQUIPMENT APPLICATION

Applicant: los any	Phone:
Date: 10-27-28/2022	Time (s): 8 Am - 1 pm
Location: 1426 Grove St	Fee: \$80

The application to have music is approved for the above date or dates, and subject to daily fee for each date listed. The applicant is subject to the following restrictions and conditions.

The city Municipal Code restricts ambient noise levels in residential areas between 7 AM to 10 PM. The applicant is restricted to the specified hours of operation and must conclude no later than 10 pm.

1. The City Municipal Code prohibits excessive noise as follows: "No person shall make, cause, or suffer or permit to be made, or caused upon any premises or upon any street, sidewalk, alley, or place within the City, any sound or noise which causes discomfort or annoyance to any reasonable person of normal sensitivity residing or working in the area. The provisions of this section shall apply to the use and operation of any of the following noise sources: Radios, musical instruments, photographs, televisions sets, tape decks or other machines or devices used for the amplifications, productions or reproduction of sound, or the human volce.

- 2. Any noise or sound clearly exceeding the reasonable ambient noise level at the property line of any person offended thereby, shall be deemed to be prima facie evidence of violation of Municipal Code.
- 3. If the Selma police Department receives two or more calls due to a disturbance of peace, as a result of the live music, an initial warning notice will be issued. If after a second complaint the disturbance continues, the applicant and/or the person in control of the residence or event is subject to noise disturbance response charge. In addition, the person in control of the residence or event may be subject to criminal action for disturbance of the peace.

I have read and understand the above restrictions and conditions and agree to abide by them.

las no

Signature of Applicant:

Approved by:

2055 THIRD ST-SELMA, CALIFORNIA 93662 24hr. POLICE SERVICES - (559) 896-2525 / FAX (559) 896-8839/ POLICE ADMINISTRATION (559) 896-3060

CITY OF SELMA APPLICATION FOR TEMPORARY STREET CLOSURE

The undersigned hereby accepts and agrees to comply with all City Policies, Ordinances, State Laws and rules and regulations. For "TEMPORARY STREET CLOSURE PERMIT" Date of closure:

Between the hours of <u>E</u> and <u>I</u> on
Between: and Street Name
Between: and Street Name
Responsible Party: Date: 4/8/22
Permitee's Signature
Name: Antioquia Ministries INC Address: 1424 Grove St.
Address: 1424 Grove St.
Email:
Telephone No:
Reason for Street Closure: MARCH FOR JESUS
APPROVED:CHIEF OF POLICE DATE: APPROVED:CHIEF OF FIRE DATE: FOR OFFICE USE BELOW
Date: 5/28/22 \$: 175 Fees for Temporary Street Closure Permit \$: 0.00
Rental of $\frac{192}{204}$ Barricades @ \$10.00 each $\frac{192}{204}$ Total: $\frac{2095}{204}$ 2215.00
Total: 2215.00
An additional fee of \$35 will be charged for each damaged or unreturned barricade Barricades returned in good order: By:Date:
Barricades not returned in good order: By:Date:
<mark>* Responsible Party to pick up and return Barricades*</mark> City of Selma Yard: 1325 Nebraska Ave (559) 891-2216



City of Selma Application for Special Event Fee Waiver or Fee Reduction SELMA CITY HALL

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

Policy:

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

Policy approved by City Council on March 4, 2019 (Resolution No. 2019-11R)

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

REQUESTING (Please check all that apply)

Fee waiver () Fee reduction (Amount Requested: \$
SPONSORING ORGANIZATION INFORMATION
Name of Organization: ANtiquia Ministrics INC
Address: 1426 Grove St SEImg
Telephone: Cell:
Email: Event Coordinator: Pastr Joc
Event Coordinator: Pastr Joc
Telephone: Cell:
Email:
Nonprofit 501(c) (3) tax-exempt organization:
Located in Selma: Yes
Has organization received any other financial assistance from the City this year? \mathcal{NO}

Name of Event: March For Desus
Type of Event: MArch
Facility Requested or Event Location: 1426 Grove St
Date of Event: 5/28/22
Event Hours: 9 Am - 1 pm
On which dates and at what times are you requesting permission to setup/clean up?
Set up:Clean up:
Please describe the event, its purpose, and the activities that will take place: Murching in the streets of Seling.
Is the event open to the public: Estimated number of participants/spectators: ZDD-300 Is this event a fundraiser: Wo Will there be an admission, entrance, user fee or cover charge for the event? If so, please explain: NO
How will the event benefit Selma: Bring prople together.
Will promotional materials be used? How are you planning to market the event: Word of mouth & flices.

Will the event create revenue-generating opportunities for local Selma businesses? If so, how: Local businesses will be visited by to this event Deople coming Can you commit to tracking event attendance and vendor sales to report the City's Economic Development Team following the event? Yes X No____ If yes, please describe how you will track attendance and sales: Has your organization put on this same event in the past: Yes χ No____ If not, has your organization put on other events in Selma? If so, please indicate which ones: Other organizations participating in organization of the event: Local churches Other organizations participating in event: 425 Will this event receive third party funding or sponsorship: _______ Name of Applicant (Print): Dose R Alvarez Date: 3/31/22 Signature of Applicant: 1-6-Please deliver completed application to (City Hall, 1710 Tucker Street, Selma, CA 93662 Building-Planning Technician, 559-891-2208) along with a copy of your organization IRS 501(3)(c) determination letter. Incomplete applications or requests will not be considered. Planning Office Use Only 3/31/22 Date Received: Received By: Application Rcvd () IRS 501(3)(c) Rcvd () Date Forwarded for Approval: 9/5/22

ATTACHMENT #4

RESOLUTION NO. 2022 - R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA, APPROVING A REQUEST FOR A FEE WAIVER FOR THE SELMA PORTUGUESE AZORIAN ASSOCIATION EVENT

WHEREAS, the Selma Portuguese Azorian Association requested that the City Council waive fees associated with its Holy Spirit Fiesta event to be held on June 12; and

WHEREAS, the total fees associated with the parade are Seven Hundred Eighty-Five Dollars (\$785), which includes the fees for the street closure and sound permit; and

WHEREAS, the total amount the Selma Portuguese Azorian Association is requesting the City Council to waive is Seven Hundred Eighty-Five Dollars (\$785); and

WHEREAS, while the City is proposing to waive certain fees associated with the event, Selma Portuguese Azorian Association is still required to comply with all other provisions of the City's Municipal Code; and

WHEREAS, the fee waiver serves a public purpose by gathering the community and enjoying fellowship.

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

<u>SECTION 1.</u> The above recitals are true and correct and are incorporated herein by reference.

<u>SECTION 2.</u> The fee waiver serves a public purpose by gathering the community and enjoying fellowship.

<u>SECTION 3.</u> The City Council hereby approves the fee waiver for fees associated with the Event in the amount of Seven Hundred Eighty-Five Dollars (\$785).

<u>SECTION 4.</u> The Selma Portuguese Azorian Association shall comply with the City's Municipal Code during the Event, and provide the City with all information required by City staff, including, but not limited to, the following:

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

<u>SECTION 5.</u> The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality,

or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

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

PASSED, APPROVED AND ADOPTED this 18^{th} day of April, 2022, by the following vote:

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

Scott Robertson, Mayor

ATTEST:

.

Reyna Rivera, City Clerk

City Of Selma APPLICATION FOR			
Som water	Submit (6	() days prio	to event
DIE GEUVE DI	Submit (60) days prior to event Planning Office Use Only		
	Date Received:		
Π APR 0 5 2022	() Application Complete	Date:	() Harmless Agreement
	() Application Fee Paid	\$ 785	() Insurance Forms
	() PD Inv. Fee Paid	\$	() Other
CITY OF SELMA	() Facilities Event		Private Property \$670 City Property \$945
(PRINT OR TYPE ALL INFORMATION)	Δ.		
CONTACT PERSON Kathy	4)VESTele	phone s	13
Address	/Zip_		
Primary Email	emate Email		-
Alternate Contact Person Glenr	Alves Tele	phone 1	
Address	· · · · ·		
SPONSOR/ORGANIZATION	A .	hone 559-8	
Address 245 NCD/08	ska Avecity/zip S		
Officer Kathy Alves	Title Bal	etaryHr	Casurer
EVENT CHAIRPERSON TO MU	HIVES Telep	phone _	1. (1997) -
Address		,	
Nature and Purpose of Event Hol	y Spirit Fes	sta	
DATE OF EVENT JUNE 12	2022		
Start Time: 10:30 Am	End Time: 2:30.		—,
Location Boundaries (list main streets) _	Darkery, Ros	e, Nebra	rsta
North Rose	East		
south Debrast	2West		-
Estimated Number of participants or att	endees 100		
Types of Vehicles			
Types of Animals			
Number of Animals 1/17			
Number of Structures N/H		r 1	
Description of Sound Amplification Equi	pment <u>Marching</u>	band	
Description of Food/beverage(s) to be se	old and/or served		
Name of Rivate Security	Telephone	· · · · ·	
Estimated Parking Requirements	Number of S	paces needed	

City Of Selma APPLICATION FOR

SPECIAL EVENTS PERMIT

. .

Submit (60) days prior to event

PAGE 2
THE FOLLOWING ADDITIONAL INFORMATION IS REQUIRED FOR PARADES, RACES, AND OTHER EVENTS ALONG A ROUTE:
ASSEMBLY POINT SPAA HELL
Boundaries North Boundaries South Boundaries East Boundaries West
Time of Assembly for participants: 10:30
Routero be traveled: Nepraska in Front of hall to Dockory to Prese
to St. Joseph's Catholic Church
We braska in trant of hall to Dickery North on Dickery Dickery North
Map included: Yes No
Intervals of space/time to be maintained between the units 15 min
Number of floats
Size(s) of floats (width, length & height of largest float)
Material & size (types of cloth, etc.) for flags/banners/signs: Danners, Flags, Various Sizes
I, the undersigned representative, have read the rules and regulations with reference to this permit and am duly authorized to enjoin the organization(s) or person(s) listed on this application for the responsibilities listed in the Selma Municipal Code Section
Signed DateDateDateD
Title SPAA Seleretary Horasure For #:
POLICE DEPARTMENT USE ONLY: APPROVED DENIED () DATE: 4-7-22 REASON
NAME REMOVED FILLE POLICE CHILLE
FIRE DEPARTMENT USE ONLY: APPROVED & DENIED () DATE: 4-6-22 REASON
NAME MAR TITLE Fire Chief
PUBLIC WORKS DEPARTMENT USE ONLY: APPROVED () DENIED () DATE: 4 - 11 - 22 REASON
NAME SHAVE TORFELL TITLE DIRECTOR OF PW.
PLANNING DEPARTMENT USE ONLY: APPROVED (DENIED () DATE: 4-11-22 REASON
NAME BUS TO TITLE DEPUTY CITY MONNAGER

CITY OF SELMA APPLICATION FOR TEMPORARY STREET CLOSURE

The undersigned hereby accepts and agrees to comp regulations. For "TEMPORARY STREET CLOS		
10: 30 AM 1/100 Am Between the hours of 12:00 pl and Diople on	Pockery	
Between: Nebraska and Street Name	Street Name	
Responsible Party: K. M. I. Permilee's Sig	nature	Date: 3/04/2022
Name: Selma Portuguese + Address: 1245 Nebraska	fzorian As	sociation
Address: 1245 Nebraska	Ave selma,	Ca wee
Email:		
Telephone No:		
Reason for Street Closure:		
APPROVED: APPROVED:	CHIEF OF POLICE CHIEF OF FIRE	date: <u>4-7-21</u> date: <u>7-6-22</u>
FOR OF	FICE USE BELOW	
Date: <u>4/12/22</u>	\$: <u>175</u>	
Fees for Temporary Street Closure Permit Rental of $\underline{48}$ Barricades @ \$10.00 each	\$: <u>480</u> Total: 705	+ 50
	Total: 705	
*An additional fee of \$35 will be charged for each	n damaged or unreturned b	
Barricades returned in good order: Barricades not returned in good order:	By: By:	Date: Date:
City of Selma	<mark>) pick up and return Barri</mark> o Yard: 1325 Nebraska Ave (59) 891-2216	cades*

..............





CITY OF SELMA

POLICE DEPARTMENT

SOUND AMPLIFYING EQUIPMENT APPLICATION

Applicant: Selma Partuguese Avoria Phone: 559-896-2508 Association Date: June 12, 2022 Time (s): 10-30 Am/ 12:00	
Association	
Date: June 12, 2022 Time (s): 10-30 Am / 12:00	pm
Location: 1245 Nebraska Are Selna, Ca 93062 Fee: \$80	

The application to have music is approved for the above date or dates, and subject to daily fee for each date listed. The applicant is subject to the following restrictions and conditions.

The city Municipal Code restricts ambient noise levels in residential areas between 7 AM to 10 PM. The applicant is restricted to the specified hours of operation and must conclude no later than 10 pm.

The City Municipal Code prohibits excessive noise as follows:
 " No person shall make, cause, or suffer or permit to be made, or caused upon any premises or upon any street, sidewalk, alley,

or place within the City, any sound or noise which causes discomfort or annoyance to any reasonable person of normal sensitivity residing or working in the area. The provisions of this section shall apply to the use and operation of any of the following noise sources: Radios, musical instruments, photographs, televisions sets, tape decks or other machines or devices used for the amplifications, productions or reproduction of sound, or the human voice.

- 2. Any noise or sound clearly exceeding the reasonable ambient noise level at the property line of any person offended thereby, shall be deemed to be prima facle evidence of violation of Municipal Code.
- 3. If the Selma police Department receives two or more calls due to a disturbance of peace, as a result of the live music, an Initial warning notice will be issued. If after a second complaint the disturbance continues, the applicant and/or the person in control of the residence or event is subject to noise disturbance response charge. In addition, the person in control of the residence or event may be subject to criminal action for disturbance of the peace.

I have read and understand the above restrictions and conditions and agree to abide by them.

Signature of Applicant: -7-22 Approved by:

2055 THIRD ST-SELMA, CALIFORNIA 93662 24hr. POLICE SERVICES - (559) 896-2525 / FAX (559) 896-8839/ POLICE ADMINISTRATION (559) 896-3060

City of Selma Application for Special Event Fee Waiver or Fee Reduction SELMA CITY HALL 1710 Tucker Avenue, Selma, CA 93662

(559) 891-2200 Fax (559) 896-1068

Policy:

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

Policy approved by City Council on March 4, 2019 (Resolution No. 2019-11R)

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

	REQUESTING (Please check all that apply)
Fee waiver	() Fee reduction (Amount Requested: \$)
SPONSORING O	RGANIZATION INFORMATION
Name of Organiza	ion: Selma Portuguese Azorian Assi
Address: 1245	ion: Selma Portuguese Azorian Assr Nebraska Ave Selma, Ca 93662
	-8916-2508 Cell:
Email:	
Event Coordinator	Kathy Alves
Telephone:	Cell: 22
Email:	
Nonprofit 501(c) (3) tax-exempt organization: <u>yes - 946111656</u>
Located in Selma:	
Has organization r	ceived any other financial assistance from the City this year?
NO	

EVENT INFORMATION

Name of Event: Holy Spirit Celebration Type of Event: religious, Partuguese tradition Facility Requested or Event Location: Selma Portuguese Hall Date of Event: June 1212022 Event Hours: 10.00 Am - 12.00 Am On which dates and at what times are you requesting permission to setup/clean up? Clean up: Set up: Please describe the event, its purpose, and the activities that will take place: arade from our hall to St Ibseph. Parade from St Topophishurch. hall Free lunch served to public. Dance at night. Is the event open to the public: $_$ Estimated number of participants/spectators: _200 Is this event a fundraiser: ______ Will there be an admission, entrance, user fee or cover charge for the event? If so, please explain: _____O How will the event benefit Selma: Drings people from Les towns -Will promotional materials be used? How are you planning to market the event: invitations

Will the event create revenue-generating opportunities for local Selma businesses? If so, how: people who come from VISHIAG USINOSSES purchase items

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

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

L C CR W timate - attendance and artes Sa CON SIMPED ack hat TOM MONE tarci DCO. Sik 1.5 Has your organization put on this same event in the past: Yes X No

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

NO Ornquese Other organizations participating in organization of the event: ORGANIZAI and around Other organizations participating in event: Will this event receive third party funding or sponsorship: Name of Applicant (Print): 1 Date: 2 Signature of Applicant: MAINEL UNI Please deliver completed application to (City Hall, 1710 Tucker Street, Selma, CA 93662

Building-Planning Technician, 559-891-2208) along with a copy of your organization IRS 501(3)(c) determination letter. Incomplete applications or requests will not be considered.

Planning Office Use Only	
Date Received: $\frac{9/5/22}{Received By:}$ Application Rcvd () IRS 501(3)(c) Rcvd-() Date Forwarded for Approval: $\frac{9/7}{22}$	

ITEM NO: 1.b.

SUBJECT: Consideration of Approval of Final Map and Subdivision Improvement Agreement for Phase III of Tract 5217

<u>RECOMMENDATION</u>: Adopt a Resolution Approving the Final Map for Phase III of Tract 5217, and Authorizing the City Manager, or designee, to Sign the Associated Subdivision Improvement Agreement.

DISCUSSION: Vesting Tentative Subdivision Map 5217 was approved by the Selma City Council on November 17, 2003, via Resolution 2003-83R; consisting of the development of 153 single-family residential units on 40.33+/- gross acres, and 12.7+/- gross acres of land of neighborhood commercial outlot area, located on the northeast corner of Highland Avenue and Saginaw Avenue. Council has previously taken actions on Phases I and II of the development, including associated subdivision improvement agreements. At this time, the developer has submitted a request for Council to approve (1) the Final Map for Phase III of Tract 5217, and (2) the associated Subdivision Improvement Agreement.

In accordance with Selma Municipal Code 9-6-13, the City Engineer has reviewed the submitted Final Map (Attachment 2) for conformance to boundaries, public easement locations, dedications, closure calculations and other required information. The City Engineer has consequently found the map to be in substantial compliance to the tentative map approval, has determined that the improvements required have been properly identified, and submits said map to the Council for their approval consideration.

In regards to the completion of public improvements associated with Phase III of Tract Map 5217, the developer has requested to enter into a Subdivision Improvement Agreement (Attachment 3) for the development with the City of Selma, as authorized by Selma Municipal Code section 9-6-11. This action will allow for the filing of a final map for the development with the assurance that outstanding site improvements and activities identified within the project's conditions of approval will be completed within a given timeframe acceptable to the City. All outstanding improvement activities shall be secured by surety bond and other specifications, as contained within the agreement and any consequent addendum. Council may approve, approve with conditions, or disapprove the agreement.

Rob Terry, Deputy City Manager

Fernando Santillan, City Manager

RESOLUTION NO. 2022-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA APPROVING THE SUBDIVISION MAP IMPROVEMENT AGREEMENT AND FINAL MAP FOR PHASE III OF TRACT 5217

WHEREAS, Vesting Tentative Subdivision Map 5217 was approved by the Selma City Council on November 17, 2003, via Resolution 2003-83R; and

WHEREAS, the owner of Vesting Tentative Subdivision Map 5217 has previously submitted final maps for Phases I and II of the tract, and entered into associated Subdivision Improvement Agreements for each said phase; and

WHEREAS, the owner of Vesting Tentative Subdivision Map 5217 is requesting the City Council approve the final map for the third and final phase (Phase III) of the project in accordance with Selma Municipal Code 9-6-13, and approve entering into a Subdivision Improvement Agreement for timely completion of the public facilities associated the project, in accordance with Selma Municipal Code sections 9-6-11.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Selma using their independent judgment hereby resolves as follows:

1. That certain final map of Phase III of Vesting Tentative Subdivision Map 5217, having heretofore, on April 15, 2022, been certified by the City Engineer, that all provisions of law and of Chapter 6 of Title 9 of the Selma City Code, have been complied with, and that said subdivision as shown is substantially the same as it appears on the tentative map thereof, as approved by the Selma City Council on November 17, by Resolution No. 2003-83R, is hereby approved and the dedication of easements and right-of-ways made on said map are hereby accepted subject to the installation of improvements therein and in accordance with the following condition:

That prior to the recording of the final map the owner(s) of said subdivision shall enter into and execute that certain Subdivision Improvement Agreement for Phase III of Tract 5217 with the City of Selma, as approved by the City Council.

- 2. Be it further resolved that those certain plans approved by the City Engineer of the City of Selma entitled, "Improvement Plans for: Canales Estates Tract No. 5217 Phase 3 in Selma, California," all prepared by Central Valley Engineering & Surveying, Inc., are now on file in the office of the City Engineer, and are hereby approved and adopted as the plans according to which the above mentioned improvements shall be done; and
- 3. Be it further resolved, that certain agreement between the City of Selma and said owners or subdividers entitled "Subdivision Improvement Agreement for Tract No. 5217 – Phase III" a copy of which is on file in the office of the City Engineer and to which reference is hereby made, is approved and the City Manager and City Clerk are hereby authorized and directed to execute said agreement on behalf of the City of Selma; and

4. Be it further resolved that the City Council of the City of Selma directs the Clerk of the City of Selma to execute the Final Map and transmit said Final Map and Subdivision Improvement Agreement to the subdividers in preparation of submission to the Fresno County Recorder's Office for recordation.

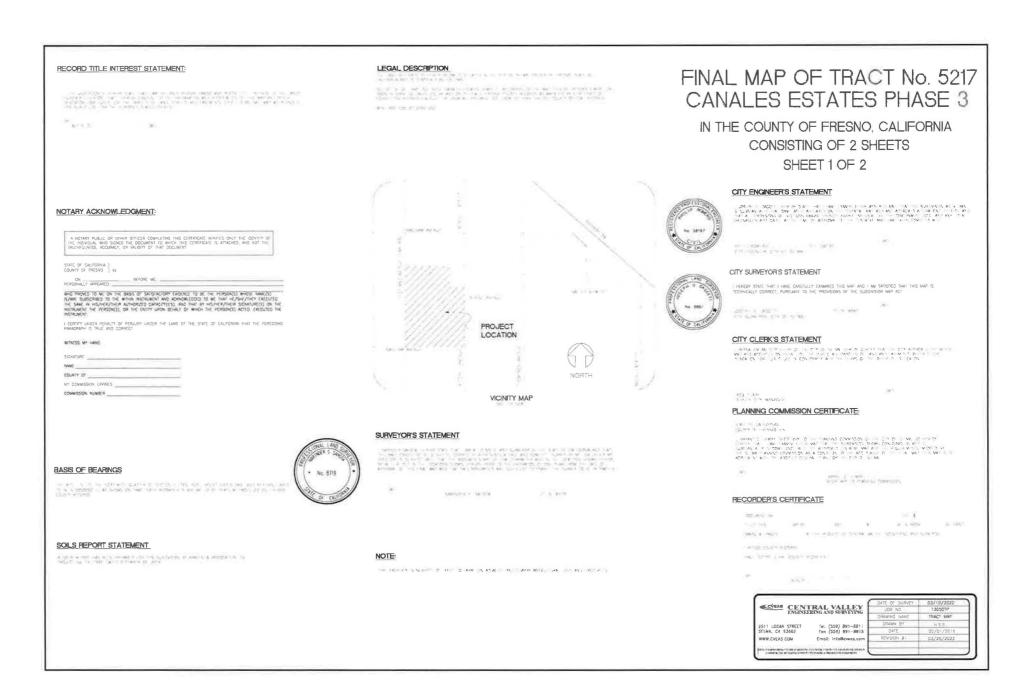
This foregoing resolution is hereby approved the 18th day of April, 2022, in the City of Selma, by the following vote:

AYES: NOES: ABSTAIN: ABSENT:

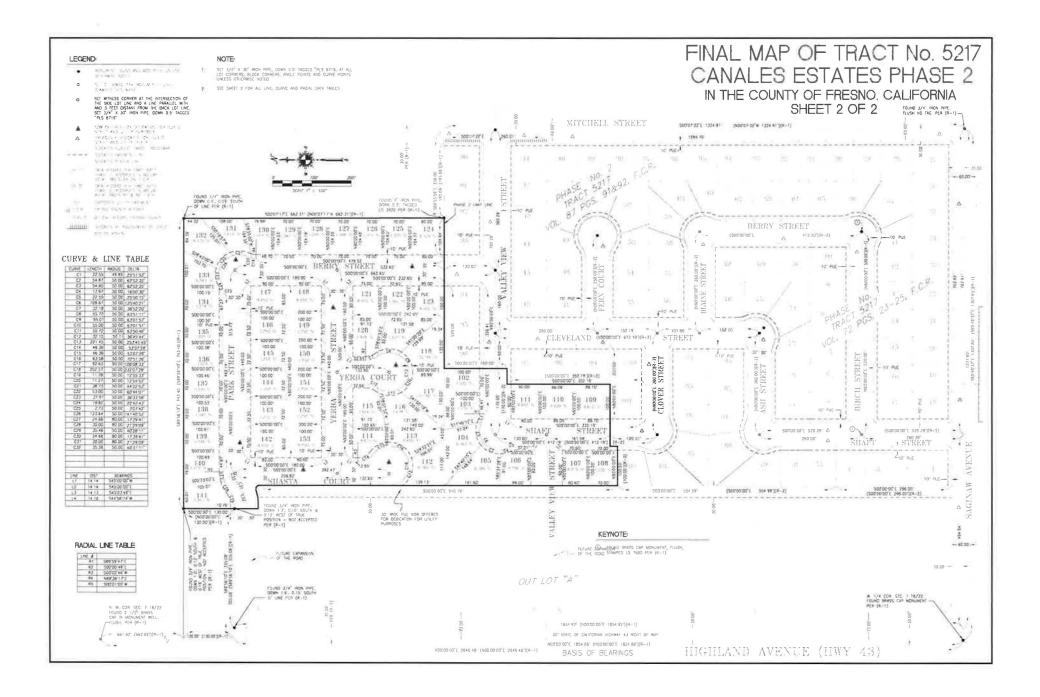
Scott Robertson, Mayor

ATTEST:

Reyna Rivera, City Clerk



April 18, 2022 Council Packet



April 18, 2022 Council Packet

Recorded by and for the benefit of, and When Recorded Mail to:

City of Selma Community Development Department 1710 Tucker Street Selma, CA 93662

Exempt from recording fees – Gov, Code Section 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBDIVISION IMPROVEMENT AGREEMENT TRACT NO. 5217 – Phase III

THIS AGREEMENT is made this <u>day of April 2022</u>, by and between the City of Selma, a municipal corporation (herein "City"), and Ajit Singh Gill (herein "Subdivider").

WITNESSETH

WHEREAS, Vesting Tentative Tract Map No. 5217 was approved and a subdivision agreement for Phase I of Tract 5217 was entered into on March 21, 2005; and

WHEREAS, a subdivision agreement for Phase II of Tract 5217 was entered into on February 16, 2018; and

WHEREAS, Subdivider has now presented a Phase III final map to the City for Tract No. 5217 ("Subdivision") a copy of which is attached as Exhibit "A", and is hereby referred to for further particulars as Tract No. 5217 Phase III, and Subdivider has requested City to approve the final map so that it may be recorded as required by law; and

WHEREAS, City requires, as a condition precedent to the acceptance and approval of the map, the dedication of such public streets, highways, ways, easements, and other places as delineated and shown on the map, the improvement of the same and other public places by the construction of the improvements specified in this agreement with security to meet these requirements; and

WHEREAS, the improvements of the public streets, highways, ways, easements, and other places, and the performance of the other obligations, has not been done or completed, and, as provided by ordinances of the City of Selma and the Subdivision Map Act of the State of California (Government Code 66410-66499.58), it is required that the Subdivider enter into this Subdivision Agreement (herein "Agreement") with City, whereby in consideration of the acceptance by City of the offers of dedication and approval of the Phase III final map ("Final Map"), agrees to complete the work and perform the other obligations specified in this Agreement within the time set forth herein.

WHEREAS, Subdivider understands that with this final phase of Tract 5217, the placement and acceptance of all public improvements, and completion of all Conditions of Approval related to the tract, shall be completed prior to Certificates of Occupancy being granted to any Phase III lots.

NOW, THEREFORE, in consideration of the promises and of the acceptance of the offers of dedication of the public streets, highways, ways, easements, and other places and the approval of the map for filing and recording as provided and required by law, it is agreed by the parties hereto as follows:

1. Subdivider shall perform the work and improvements hereinafter specified to the satisfaction of the Engineer defined hereinafter. Subdivider understands and agrees that the following schedule of work is intended to provide a guideline as to diligent prosecution of the work under this agreement.

The Subdivider agrees to the following construction schedule:

Pursuant to Subdivision Map Act §66411.1 and Selma Municipal Code Section 9-6-1, et seq., the undersigned hereby certifies and acknowledges that the construction of improvements identified herein shall be completed on or before March 31, 2023, or any approved extension thereof.

If the construction of the improvements shall be delayed, the time for completion thereof may be extended by City for such period of time as City may deem reasonable. The City shall grant any reasonable request for an extension of time for completion, in increments of one year each.

2. Wherever used in this Agreement, the following words and phrases shall have the meaning herein given, unless the context requires a different meaning:

"Engineer" shall mean the City Engineer of the City of Selma, or his duly authorized representative.

"Inspector" shall mean the Engineer and/or the Building Official of the City of Selma.

"Standard Specifications" shall mean the City of Selma, County of Fresno, and/or State of California Standard Specifications, including attached details and amendments thereto, as applicable. Priority is set forth in section 3 herein.

"Division" shall mean and include the real property shown and described on the Phase III Final Map as being divided into parcels, including street areas of adjacent existing public streets to the centerline thereof.

3. All of the work and improvements and materials shall be performed, installed, and provided in strict accordance with the applicable Standard Specifications, approved plans and details submitted by Central Valley Engineering and Surveying approved September 10, 2020, incorporated herein as though set forth in full. All of said work and improvements shall also comply with the requirements of

the Selma Municipal Code in all matters not otherwise controlled by the Standard Specifications. All of said work and improvements and materials shall be done, performed, and installed under the supervision of the Engineer, under whose direction the work shall be inspected as it progresses.

Notwithstanding the fact that the Subdivider's plans and specifications, completion of the work, and other acts are subject to the approval of the City, it is understood and agreed that any approval of the City hereof shall in no way relieve Subdivider of satisfactorily performing said work or Subdivider's obligations hereunder.

In the event of a conflict where more than one of the above Standard Specifications and/or Special Details addresses the matter of concern, the following is the priority of application: first, the approved Agreement; second, the City of Selma; third, County of Fresno; fourth, State of California. The determination of the Engineer is final for the purposes of this Agreement.

4. Subdivider agrees to perform and construct all work and improvements shown on the approved plans on file in the offices of the Engineer.

5. Subdivider and City hereby agree that Subdivider is obligated to pay those fees and charges identified for Phase III. Said fees and charges are due and payable upon approval of Phase III Final Map by the City and prior to Recordation, unless agreed otherwise in writing by both parties.

6. Neither the City nor any of its officers or agents shall be liable to Subdivider or Subdivider's employees, agents and/or contractors for any error or omission arising out of or in connection with any work to be performed under this contract.

7. The City shall not be liable to the Subdivider or to any other person, firm, or corporation whatsoever, for any injury or damage that may result to any person or property by or from any cause whatsoever in, on, or about the subdivision of said land covered by this Agreement, or any part thereof. The preceding sentence shall not apply to any liability, loss, cost of damages caused solely by the negligence or willful misconduct of the City or its agents.

The Subdivider hereby releases and agrees to indemnify and hold the City, Engineer, and its officers, agents, employees, consultants and volunteers harmless from and against any and all injuries to and deaths of persons or injuries to property, and all claims, demands, costs, loss, damage and liability, howsoever the same may be caused and whensoever the same may appear, resulting directly or indirectly from the performance or nonperformance of any or all work to be done in and upon the street rights-of-way in said Subdivision and upon the premises adjacent thereto pursuant to this Agreement, and also from any and all injuries to and deaths of persons and injuries to property or other interests, and all claims, demands, costs, loss, damage, and liability, howsoever same may be caused and whensoever same may appear, either directly or indirectly made or suffered by the Subdivider, the Subdivider's agents, employees, and subcontractors, while engaged in the performance of said work. The preceding sentence shall not apply to any liability, loss, cost of damages caused solely by the negligence or willful misconduct of the City or its agents.

8. Prior to the commencement of any work pursuant to this Agreement, Subdivider's contractors shall furnish the City satisfactory evidence of an insurance policy written upon a form and by a company which meets with the approval of City insuring the City, Engineer and its officers, agents, employees, consultants and volunteers, against loss or liability which may arise during the work or which may result from any of the work herein required to be done, including all costs of defending any claim arising as a result thereof. The minimum limits of such policy shall be in the amount of:

a. Comprehensive General Liability [(Coverage should be at least as broad as Insurance Services Office Commercial Liability Coverage (Occurrence Form CG001) (Broad Comprehensive General Liability)] \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

b. Automobile Liability [Coverage should be at least as broad Insurance Services Office Form CA0001 coverage Automobile Liability, Code 1 (any autos)] \$1,000,000 combined single limit per accident for bodily injury and property damage (owned or non-owned auto).

c. Workers Compensation and Employee Liability: Workers Compensation limits as required by the Labor Code of the State of California and Employee's Liability limits of \$1,000,000 per accident.

Said policy or policies as required by Section 8 herein shall include coverage for underground explosion and collapse. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respects to the City, Engineer, its officers, officials, employees, consultants and volunteers; or the Subdivider shall provide a bond guaranteeing payment of losses and related investigations, claims, administration and defense expenses.

9. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

a. The City, Engineer, its officers, officials, employees, agents, consultants and volunteers are to be covered as insured with respects to: liability arising out of the activities performed by or on behalf of the Subdivider; products and completed operations of the Subdivider; premises owned, occupied or used by the Subdivider; or automobiles owned, leased, hired or borrowed by the Subdivider. The coverage shall contain no special limitations on the scope of protection afforded to the City, Engineer, its officers, officials, employees, agents, or volunteers.

b. For any claims related to this project, the Subdivider's insurance coverage shall be primary insurance as respects to the City, Engineer, its officers, officials, employees, agents consultants or volunteers. Any insurance or self insurance

maintained by the City, its officers, officials, employees, agents, consultants or volunteers shall be in excess of the Subdivider's insurance and shall not contribute to it.

c. Any failure to comply with reporting and other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.

d. The Subdividers insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insured's liability.

e. Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after prior written notice of 30 days by certified mail, return receipt requested, has been given to the City.

Insurance is to be placed with insurers with a current A.M. Best's Rating of no less than A:VII. Subdivider shall furnish the City with original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City. All endorsements are to be received and approved by the City before work commences. As an alternative to the City's forms, the Subdivider's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications. Subdivider shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all the requirements stated herein.

10. Subdivider shall file a Notice of Completion of the improvements herein specified.

11. At the time Subdivider submits the Final Map, Subdivider shall furnish to the City the following:

a. Improvement security in the amount of one hundred percent (100%) of the total estimated cost for the faithful performance of outstanding work for the purpose of securing the performance of the work.

b. Improvement security in the amount of one hundred percent (100%) of the total estimated cost of all required outstanding work to secure payment to the contractor, his subcontractors and to persons renting or furnishing labor or materials for such improvements.

c. Improvement security to secure the maintenance for a period of one (1) year after the completion and acceptance thereof against any defective work or labor done, or defective materials furnished, in the performance of the agreement with the City or the performance of the act. Said security shall not exceed an amount equal to ten percent (10%) of the estimated cost of furnishing and installing said facilities, 1% monumentation warranty. This security shall be in addition to any warranty required of the manufacturer.

d. Costs and reasonable expenses and fees, including reasonable attorney's and administrative fees, incurred by the local agency in successfully enforcing the obligation secured as a part of the obligation guaranteed by the security and in addition to the face amount of the security shall be the responsibility of the Subdivider.

e. Security payment in the estimated amount of taxes and special assessments collected as taxes which are a lien but which are not yet payable as referred to in §66493 of the Subdivision Map Act or satisfactory evidence in the form of a written receipt of payment of said taxes and special assessments as described herein at the time of recordation of the Map included in Exhibit A.

12. Subdivider and Subdivider's contractor and subcontractors shall pay for any materials, provisions and other supplies or terms used in, upon, for, or about the performance of the work contracted to be done, and for any work or labor thereon of any kind and for amounts due under the Unemployment Insurance Act of the State of California, with respect to such work or labor, and shall file with City pursuant to §3800 of the Labor Code a Certificate of Worker's Compensation and shall maintain a valid policy of Workers Compensation Insurance for the duration for the period of construction.

13. Compaction and soil tests and retests shall be paid for by Subdivider. Street and utility trench tests shall be taken in varying locations and depths as required and directed by the Engineer. Compaction tests <u>failing</u> to meet City's requirements shall require recompaction of the area and retesting until compaction requirements are achieved.

14. Subdivider shall comply with Street, Plumbing, Building, Electrical, and Zoning Codes and any other Codes of the City and Subdivider shall secure an Encroachment Permit from City and provide the necessary insurance policies required under said encroachment permit before working on any City or Public right-of-way or property, except utility trenching approved by the Engineer as not requiring encroachment permit.

15. It shall be the responsibility of Subdivider to coordinate all work done by Subdivider's contractors and subcontractors, such as scheduling the sequence of operations and the determination of liability if one operation delays another. In no case shall representatives of City be placed in the position of making decisions that are the responsibility of Subdivider. Subdivider shall provide the Engineer written notice not less than two (2) working days in advance of the actual date on which work is to be started. Failure on the part of Subdivider to notify the Engineer may cause delay for which Subdivider shall be solely responsible.

16. Whenever Subdivider varies the period during which work is carried on each day, Subdivider shall give due notice to the Engineer so that proper inspection may be provided. Any work done in the absence of the Engineer will be subject to

rejection. The inspection of the work shall not relieve Subdivider of their obligations to fulfill the agreement as prescribed. Defective work shall be made good and unsuitable materials will be rejected, notwithstanding the fact that such defective work or unsuitable materials have been previously overlooked by the Engineer or Inspector and accepted.

17. Any damage to the water or sewer system, concrete work, or street paving that occurs after installation and prior to release of bid and final acceptance shall be made good to the satisfaction of the Engineer by Subdivider before release of bond and final acceptance of completed work.

Adequate dust and mud control shall be maintain by Subdivider on all 18. Streets within and around the subdivision on which work is required to be done under this agreement from the time work is first commenced in the subdivision until the paving of the streets is completed. "Adequate dust control" as used herein shall mean the sprinkling of the streets with water thereon with sufficient frequency to prevent the scattering of dust by wind or the activity of vehicles and equipment onto any street area of private property adjacent to the subdivision. Whenever in the opinion of the Engineer adequate dust control is not being maintained on any street or streets as required by this paragraph, the Engineer shall give notice to Subdivider to comply with the provisions of the paragraph forthwith. Such notice may be personally served upon the Subdivider or, if Subdivider is not an individual, upon any person who has signed this Agreement on Behalf of Subdivider or a superintendent or foreman of Subdivider or Subdividers contractors at the subdivision or, at the election of the Engineer, such notice may be mailed to Subdivider at Subdividers address on file with the Engineer. If within 24 hours after such personal service of such notice or within 48 hours after the mailing thereof as herein provided Subdivider shall not have commenced to maintain adequate dust control or shall at any time hereafter fail to maintain adequate dust control, the Engineer may, without further notice of any kind, cause any such street or streets to be sprinkled or oiled, as he may deem advisable to eliminate the scattering of dust, by equipment and personnel of the City or by contract as the Engineer shall determine, and Subdivider agrees to pay to City forthwith, upon receipt of billing thereof the entire cost to City of such sprinkling or oiling. When the surfacing on any existing street is disturbed, this surfacing shall be replaced with temporary or permanent surfacing within fourteen (14) calendar days, and the roadway shall be maintained in a safe and passable condition at all times between the commencement and final completion, and adequate dust control shall be maintained during these operations. Additionally, the Subdivider shall comply with all requirements of the San Joaquin Valley Air Pollution Control District.

19. Subdivider shall install all street improvements in accordance with Title IX of the Municipal Code of the City of Selma, the City of Selma Standard Specifications, and the construction plans.

20. Concrete curbs and gutters including but not limited to drive approaches, sewer house laterals, water services, gas mains, and their respective service connections, shall be completed before starting the street surfacing.

21. Time is of the essence with this Agreement, and the same shall bind and inure to the benefit of the parties hereto, their successors and assigns.

22. No assignment of this Agreement nor any duty or obligation of performance hereunder shall be made in whole or in part by Subdivider without the written consent of City which shall not be unreasonably withheld.

23. This Agreement includes the following exhibits which are included herewith and made a part of this Agreement:

- a. Exhibit A Phase III Final Map
- b. Exhibit B Conditions of Approval (Tentative Map 5217).
- c. Exhibit C Findings for Approval

25. Subdivider agrees and does hereby consent and petition to include all fifty-six (56) LOTS WITHIN Phase III of Tract Map 5217 (Exhibit "A") as shown on the final Tract map No. 5217 Phase Three to the Landscape and Lighting Maintenance District No.1 for utility and maintenance cost for lighting and landscape maintenance systems.

26. Condition 49 of the Conditions for Approval (Tentative Map) provided that the Subdivider shall construct signal lights at the intersection of Saginaw Avenue at Highland Avenue (State Highway 43) in conjunction with this project, and shall coordinate with Caltrans to their satisfaction and the Engineer. Approved Condition for the Tentative Map was amended within the Subdivision Improvement Agreement for Phase II of Tract 5217 to read:

"49. The City of Selma will perform a traffic count on the completion of Phase I at the intersection of Saginaw and State Route 43. The counts will be used to determine a baseline of current traffic impacts at the intersections. After the issuance of 20 Certificates of Occupancy of the 60 lots in Phase II, and after each additional 20 Certificates of Occupancy, a new traffic count will be prepared at the same intersection. When the count reveals the project impact has reached 100 trips, a Signal Warrant Study will be completed by a Traffic engineer paid by the Developer. If the Signal Warrant Study confirms the intersection should be signalized, the Developer will be required to construct signal light at Saginaw Avenue at Highland Avenue (State Highway 43) at that time.

The project related impact on the State Highway System and the pro-rata share towards area-wide circulation improvements were assessed upon review of the proposed Tentative Tract Map. The applicant shall comply with the applicable improvements, upgrades and fees as required by the rules and regulations of the District.

In accordance with the aforementioned language, Subdivider understands and agrees that the Signal Warrant Study shall be completed, and construction of signal lights at the intersection of Saginaw Avenue at Highland Avenue (State Highway 43) shall be required with Phase III, as appropriate, and in accordance with approved Conditions of Approval and Caltrans requirements.

27. In the event that either party to bring an action with respect to enforcement of any of the provisions of this Agreement, or the security under this Agreement, the prevailing party in such action shall be awarded its costs including reasonable attorney's fees.

28. The Engineer is assumed to be a just arbitrator between City, Subdivider, and Subdivider's contractor (herein "Contractor") and the entire work is under his jurisdiction to such end.

It is the Engineer's function to interpret the drawings and specifications; pass upon merits of materials or workmanship; compute amounts of and issue certificates for all payments to which Contractor may be entitled; decide upon all deductions from and additions to the contract price resulting from alterations; determine amount of damages accruing to either party from any cause; or conferences at any time during the progress of the work. Should the Subdivider, contractor, or any other party deem the engineer's final decision unjust, written appeal can be made to the City Council of the City of Selma within ten (10) days of the engineer's decision.

29. In the event an extension is granted to the time within which all work for the construction of improvements is to be completed on this Subdivision Map, the Subdivider agrees that it will comply with all the applicable standards in effect at the time the extension is granted.

30. It is agreed that all conditions of approval of the Tentative Map as modified or agreed by this Agreement, and any Site Plan Review shall apply to and be included in this Agreement.

31. In the event a dispute arises between Subdivider and Engineer an outside arbitrator will be engaged and his decision will be final and the parties further agree that they waive any right they might have to contest such rulings in a court of law except as any arbitrators decision in binding and final arbitration may be appealed to Superior Court under the law governing appeals of binding arbitration in the State of California.

32. Prior to acceptance of any improvements by City, the Subdivider shall provide to City as-built drawings. Subdivider shall provide the City with original plans and Auto Cad files of the Final Map and Improvement Plans.

33. Subdivider agrees that the street lighting and electrical systems shall be constructed pursuant to P.G.& E. and City requirements. The improvement plans shall be submitted to the City for approval and issuance of an encroachment permit prior to installation of the system along with a letter of approval from P.G. & E. which work must be completed before final acceptance of completed work hereunder.

The parties have executed this Agreement on the _____ day of April, 2022. / signatures on next page

City of Selma

Developer

By:

Fernando Santillan, City Manager (Notary acknowledgement to be attached) By:

Ajit Sing Gill, Owner / Developer (Notary acknowledgement to be attached)

Attest: By:

Reyna Rivera, City Clerk

Approved as to form:

Ву:_____

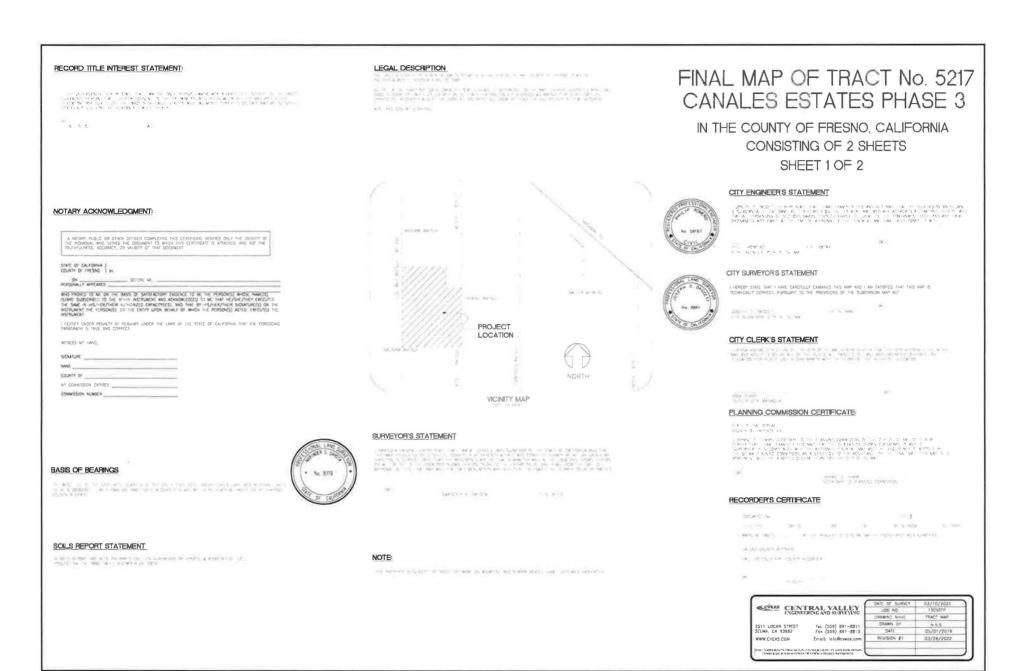
Mary F. Lerner, City Attorney

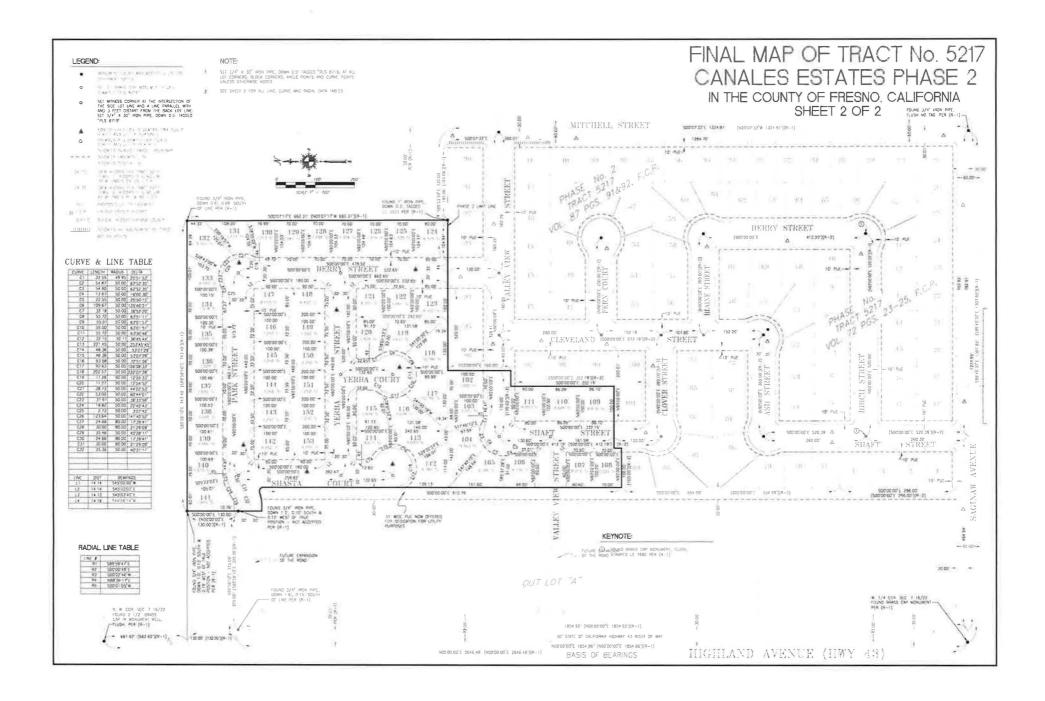
Recommended for approval:

By: _____

Rob Terry, Deputy City Manager

Exhibit A





April 18, 2022 Council Packet

Exhibit B

Conditions of Approval Vesting Tentative Tract Map No. 5217

Planning Division

- 1. Vesting Tentative Tract Map No. 5217 is approved subject to the conditions as developed.
- 2. Vesting Tentative Tract Map No. 5217 shall be valid for two (2) years from the date of approval, unless extended in accordance with the Selma Municipal Code. If a Final Tract Map (the 'Tract Map') is not filed and approved prior to the end of the two-year life of the Vesting Tentative Tract Map approval, the Vesting Tentative Tract Map approval shall expire and become null and void. A request to extend the Vesting Tentative Tract Map approval 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. The Tract Map shall be filed in accordance with all applicable City and State requirements.
- 3. The design improvements of the subdivision shall be consistent with the Selma General Plan and the appropriate residential zone classification. The design and improvements of the Tract Map shall conform to the Selma City Zoning Ordinance or as otherwise permitted by this approval.
- 4. Upon final recordation of this Tract Map or each phase, it shall be the Subdivider's responsibility to furnish to the Planning Department a minimum of four (4) scale copies of the original map obtained from the Fresno County Recorder's office.
- 5. The Subdivider shall relay all Conditions of Approval for this Vesting Tentative Tract Map to all subsequent purchasers of individual lots if applicable and/or to subsequent purchasers of this entire Tract Map development.
- 6. The Subdivider shall contact and comply with the requirements of the United States Postal Service - Selma Office - for the cost, location and type of mailbox to be installed if one is to be utilized on-site. The location of the facilities shall be approved by the Engineer prior to approval of improvement plans or any construction. Cluster boxes, when required, shall be installed at the Subdivider's cost by the Subdivider.
- 7. 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.
- 8. The Subdivider shall obtain City approval in advance for temporary and permanent signs through a Sign Master Signage Plan in a separate sign review consistent with the development criteria of the Selma Municipal Code Sign Ordinance. Signs require the submittal of a sign application, fees and approval by the Community Development Department prior to installation.

Conditions of Approval Vesting Tentative Tract Map No. 5217 Page 1 of 10

- 9. The Subdivider, as a portion of the required improvements, shall provide landscaping and irrigation plans incorporating the Highland Avenue (State Highway 43) and the north side of Saginaw Avenue (adjacent to the neighborhood commercial lot) public rights-of-way for review and approval by the Community Development Department and Public Works as required herein. All irrigation systems shall be operated by an electric timer. No battery operated timers shall be permitted. The Subdivider shall plant two trees in the front yard setbacks of each single family residential lot. The trees shall be located outside of the ten (10) foot public right-of-way as measured from the face of the street curb. The trees within the front vard shall be selected by the lot owner from a list approved by the Community Development Department. All required trees shall be double-staked and tied with durable materials. Planting details shall be clearly shown on the submitted plans. Species of street trees to be planted shall be approved by the Community Development Department. All trees shall be of a fifteen-gallon container size or larger. The trees must be planted prior to occupancy.
- 10. Root barriers shall be installed in accordance with City standards for all trees planted within five (5) feet of a sidewalk, curb or masonry/other wall. Landscaping shall be provided on the street side yards of all corner lots.
- 11. The Tract Map shall show the landscape frontage adjacent to/ and running the entire length of Highland Avenue (State Highway 43) and the north side of Saginaw Avenue (adjacent to the neighborhood commercial lot) as shown on the Vesting Tentative Tract Map subject site.
- 12. The Subdivider shall request annexation of the landscaping and irrigation area along Highland Avenue (State Highway 43) and the north side of Saginaw Avenue (adjacent to the neighborhood commercial lot) into a landscape and lighting maintenance district of the City for maintenance after all landscaping and irrigation systems are installed, and shall enter into a maintenance agreement of the landscaping area along Saginaw Avenue and Highland Avenue with the City of Selma. The maintenance agreement shall be subject to review and approval by the Engineer, Public Works, and the City Attorney (See Condition No. 27).
- 13. The Subdivider is to provide a covenant for the Landscape and Lighting Maintenance District. The Subdivider acknowledges and agrees that such request serves as a petition pursuant to California State Proportions 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 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 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 assessors parcel numbers by the county.

Conditions of Approval Vesting Tentative Tract Map No. 5217 Page 2 of 10

April 18, 2022 Council Packet

- 14. All landscape improvements shall be installed and accepted for maintenance by the City prior to issuance of 20% of the Tract's building permits. If the setback landscape improvements are not constructed within two (2) years of the recordation of the phased Final Map of Vesting Tentative Tract Map No. 5217, City shall have the right to request from surety and receive upon City's demand, sufficient funding to complete the construction of improvements for the landscaping. The two year period may be extended at City's sole option and discretion and upon such conditions as City shall determine.
- 15. All proposed Neighborhood Commercial land uses are subject to Selma Zoning Ordinance Chapter 20.1 Site Plan Review provisions.
- 16. The street names designated on the Tract Map are not approved street names. Street names shall be reviewed and approved by the Community Development Department prior to the submission of the Final Map.

Building Division

- 17. One commercial coach may be used as a sales office for the project. The commercial coach shall be removed within two weeks after sale of the last residential lot of the subdivision. A conditional use permit shall not be required. However, the Subdivider shall submit a plot plan of any proposed commercial coach and improvements. Any commercial coach used for a sales office shall be handicapped accessible and seismically secured in accordance with applicable local, State and federal laws in effect at the time the coach is placed. Accessibility shall include exterior travel surfaces between parking and the sales trailer. Building permits are required for seismic strapping.
- 18. Two lots may be fenced for temporary storage of building materials. Setback lines of the City Code shall be adhered to.
- 19. All private domestic or agriculture water wells and existing sewage disposal systems shall be safely and properly destroyed under permit and inspection in accordance with Fresno County Health Department standards and under the direction of the Building Official.
- 20. The Subdivider shall provide all necessary plans for review and approval by the Building Official. All required building permits and inspections shall be obtained prior to the issuance of a Certificate of Occupancy and commencement of operations.
- 21. The Subdivider shall comply with the most currently adopted version of all California Codes and regulations as required.

Engineering Division

22. The Subdivider shall have a Final Tract Map (the 'Tract Map') prepared in the form prescribed by the Subdivision Map Act and City of Selma Municipal Code. The Tract Map shall be submitted to the Engineer, and should include, but not be limited to,

Conditions of Approval Vesting Tentative Tract Map No. 5217 Page 3 of 10 Tract Map, the current filing fee, closure calculations, current preliminary title report, legal descriptions and drawings of required dedications.

- 23. The Tract Map shall incorporate a "Right to Farm" covenant statement on the map to ensure that normal farming operations may continue on adjacent and nearby agricultural uses and properties.
- 24. The Subdivider shall submit to the 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, other facilities, etc. Plan check and inspection fees per City of Selma shall be paid with the first submittal of said Improvement Plans. All Improvement Plans shall be approved by the City and all other involved agencies prior to the release of any development permits.
- 25. Upon approval of Improvement Plans, the Subdivider shall provide the City with the appropriate number of copies.
- 26. All off-site improvements for each phase shall be constructed in conformance with City specifications and as approved by the Engineer. The design and construction of all public and private improvements shall be in accordance with City specifications and as approved by the Engineer, as are in effect at the time of approval of Vesting Tentative Tract Map No. 5217, except as otherwise provided for in these Conditions of Approval.
- 27. The Subdivider 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. The Subdivider shall furnish to the City acceptable security to guarantee the construction of the off-site street improvements in accordance with the Subdivision Map Act.
- 28. The Subdivider shall pay all applicable City development fees at the rate in effect at the time of payment and prior to Final Map approval by Council or have the fees payable directly to the City through a separate escrow account at the time of recordation of the Tract Map. The fees shall be as established by the City of Selma and shall include any adjustment that is authorized pursuant to Government Code section 66000 et seq.
- 29. The Subdivider shall provide a dedication for a ten (10) foot public utility easement along all frontages of all lots as approved by the Engineer and the public utilities companies. No public utility easements (electric, gas, cable, telephone, sewer, water) shall be permitted in rear lot setback areas.
- 30. The Subdivider shall comply with the requirements of the Pacific, Gas and Electric Company (P. G. & E.), SBC, ComCast. It shall be the responsibility of the Subdivider to notify P.G. & E. and SBC to remove utility poles where necessary. The City shall not accept first submittals without proof that the Subdivider has paid the appropriate Conditions of Approval Vesting Tentative Tract Map No. 5217

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P.G. & E. engineering fees and provided P.G. & E. with a set of plans showing proposed electrical vaults and proposed sidewalk and curb grades adjacent to the vaults. All P.G. & E. vaults in which lids can not be sloped to match the proposed finished grading shall be located in sidewalk areas with pedestrian lids so the lid slope matches sidewalk cross slope.

- 31. The Subdivider shall submit a soils report to the Engineer.
- 32. All existing overhead and new utility facilities located on-site, or within the street rightsof -way adjacent to this subdivision shall be undergrounded, excepting the P.G. & E transmission towers.
- 33. All underground utilities installed under streets shall be installed, backfilled, compacted, tested and approved by the 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.
- 34. The Subdivider shall install street lights on metal poles to local utility providers' standards at the locations designated by the Engineer. Street light locations shall be shown on the utility plans submitted with the final map for approval. Street lights shall be owned and maintained by the applicable local utility providers. Proof of local utility provider's approval shall be provided.
- 35. Drainage, grading, on-site and utility improvements shall be in accordance with plans reviewed and approved by the Engineer. The Subdivider shall be responsible for the preparation of plans prior to the approval of the Final Map. The applicant shall construct storm drainage facilities as deemed necessary by the Engineer to service the project site (See Condition No. 24). The Final Map shall not be approved prior to the development of storm drainage master plans for the subject site and tributary areas.
- 36. 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.
- 37. 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 Engineer. The frontage and access on Saginaw Avenue, a collector street, shall be developed to approximately forty-six (46) feet of an ultimate width of seventy-two (72) foot Saginaw Avenue public right-of-way. The street improvements consist of curb, gutter, sidewalk, and street lights on the north side of Saginaw Avenue abutting the south side of the proposed Tract Map, and one drive lane on the south side of the street. Additional improvements may include, but are not limited to grading, paving, retaining walls, transitions, pavement markings, signage, and physical street barriers. The Subdivider shall construct a meandering sidewalk along the frontage of Highland Avenue (State Highway 43).
- 38. The Subdivider shall provide a sound wall adjacent to the residence on the south side of Saginaw Avenue on Highland Avenue as reviewed and approved by the Engineer.

Conditions of Approval Vesting Tentative Tract Map No. 5217 Page 5 of 10

- 39. All other interior streets shall be constructed as ultimate sixty (60) foot rights-of-way, including standard curb, gutter, sidewalk, handicap ramps, street lighting and full width permanent paving (40' permanent), pavement marking and signage. All streets shall be constructed in substantial conformance with the design of the approved Tract Map. The streets shall be constructed in accordance with Public Works standards and specifications approved by the Engineer.
- 40. Traffic and road signs shall be installed in conformance to requirements and as approved by the Engineer.
- 41. Monuments as described in Condition No. 41 shall be set as required by City standards and shall be shown on the Final Map.
- 42. The Subdivider 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 Engineer. A licensed land surveyor or civil engineer licensed to perform land surveying shall certify the placement of all required monuments has been completed, the engineer or surveyor shall give written notice to the 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 Engineer evidence of the payment and receipt thereof by the engineer or surveyor.
- 43. The Subdivider shall obtain "R Value" tests in quantity sufficient to represent all street areas, and have street structural sections designed by a registered civil engineer based on these "R Value" tests.
- 44. The Subdivider shall enter into a Subdivision Agreement in accordance with the City of Selma Municipal Code prior to approval of the Final Map.
- 45. The Subdivider shall not install any fences, temporary or permanent in the public rightof-way.
- 46. The Subdivider shall construct a decorative solid six (6) foot masonry block wall separating the Tract Map from all proposed commercial General Plan designated areas adjacent to the Tract Map and. The Subdivider shall submit design and structural details for the type and style of the wall to the Engineer for review and approval. The wall shall include constructed pilaster columns with a maximum spacing of twenty feet (20'). The materials shall be of decorative block such as brick or split faced concrete block with textured block accents.
- 47. The Subdivider shall construct a solid six (6) foot and terraced masonry block wall along a portion of Lot 16 and Lot 154. The Subdivider shall submit design and structural details for the type and style of the wall to the Engineer for review and approval. The wall shall include constructed pilaster columns with a maximum spacing of twenty feet Conditions of Approval

Vesting Tentative Tract Map No. 5217 Page 6 of 10 (20'). The materials shall be of decorative block such as brick or split faced concrete block with textured block accents.

- 48. The Subdivider shall construct a solid six (6) foot masonry block wall on the north Tract Map boundary (Lots67-78). The Subdivider shall submit design details for the type and style of the wall to the Community Development Department and the Engineer for review and approval.
- 49. The Subdivider shall construct signal lights at the intersection of Saginaw Avenue at Highland Avenue (State Highway 43) in conjunction with this project, and shall coordinate with Caltrans to their satisfaction and the Engineer. The signalization shall be completed prior to the issuance of 20%(percent) of the building permits on the residential lots and before and building permits are issued on the commercial property.
- 50. After all improvements have been constructed and accepted by the City, the Subdivider shall submit to the Engineering, 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.
- 51. Upon approval of the "AS-BUILTS" by the City, the Subdivider shall provide (1) reproducible and (1) copy of the "AS-BUILTS" to the City, and one (1) copy on diskette, CD or similar digital storage media that is compatible with ARC VIEW 3.2.
- 52. The Subdivider shall provide the City with original improvement plans and Auto CAD files of the Final Map, improvement plans, and all drawings prepared on Auto CAD.
- 53. The Subdivider 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. Plans for these requirements shall be included in the previously required set of construction plans and shall be submitted to and approved by the Board prior to the release of any development permits.

Fire Department

- 54. Fire hydrants and water supply systems of California Water Company shall be provided in accordance with the specifications of and at locations designated by the Selma Fire Chief.
- 55. All weather access shall be provided to all areas of the development during construction to the satisfaction of the Fire Department.
- 56. The Subdivider shall comply with all applicable requirements of the Uniform Fire Code.

Conditions of Approval Vesting Tentative Tract Map No. 5217 Page 7 of 10

Selma Unified School District

57. This Tract Map will be subject to the District's school impact fees (established by and payable to the Selma Unified School District) pursuant to California Government Code Sections 53080 and 65995 at the time of building permit issuance.

Selma-Kingsburg-Fowler County Sanitation District (SEE ATTACHED)

- 58. The District can and will serve this project's sewer needs (see attached). Sewer connection and annexation fees will be applicable. The Subdivider shall comply with all applicable improvements and upgrades as per the rules and regulations of the District. A pre-design meeting with the Engineer and District staff is advisable.
- 59. The Subdivider is responsible for arranging a pre-design meeting with District staff and the City of Selma in order to review the sewer improvements required to serve this project's needs.

California Water Service Company (SEE ATTACHED)

- 60. The Subdivider shall comply with all applicable improvements and upgrades as per the rules and regulations of Cal Water.
- 61. California Water Service Company will extend its mains to serve this development in accordance with the main extension rules of the Public Utilities Commission of the State of California. If and when the Subdivider has entered into an agreement with the Company and has deposited the estimated cost of making the extension, the Company will install the necessary water mains and serve the project with water at the rates and in accordance with the rules and regulations of the Commission.

San Joaquin Valley Unified Air Pollution Control District (SEE ATTACHED)

62. The Subdivider shall refer to the SJVAPCD suggested rules and mitigation measures to reduce pollutants as attached.

Consolidated Irrigation District

63. The Subdivider shall comply with all applicable improvements and upgrades as per the rules and regulations of the Consolidated Irrigation District.

Consolidated Mosquito Abatement District (SEE ATTACHED)

64. The District recommends that any new subdivision be required to connect to existing storm water drainage systems whenever possible. If a ponding basin is going to be constructed for this purpose, the District is obligated to provide information and guidance to mitigate the potential to produce large numbers of mosquitoes.

Conditions of Approval Vesting Tentative Tract Map No. 5217 Page 8 of 10

County of Fresno Human Health System - Environmental Health (SEE ATTACHED)

- 65. All existing agricultural wells and irrigation systems must be safely and properly destroyed. The Subdivider shall obtain approval from the County of Fresno prior to the removal of any wells and irrigation systems.
- 66. All construction equipment must be maintained according to the manufacturers' specifications, and noise generating construction equipment must be equipped with mufflers. Noise-generation construction activities shall be limited to daytime hours.
- 67. Any construction materials deemed hazardous as identified in the demolition process must be characterized and disposed of in accordance with current federal, State, and local requirements.
- 68. Should any underground storage tank(s) be found on the premises, the Subdivider shall apply for and secure and Underground Storage Tank Removal Permit from the Fresno County Department of Community Health, Environmental Health System (559) 445-3271.

California Regional Water Quality Control Board

69. As construction associated with the project will disturb one acre or more, compliance with the National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002 for Discharges of Storm Water Associated with Construction Activity will be required for potential discharges to surface waters, including ephemeral and intermittent drainages. Before construction begins, the proponent must submit a Notice of Intent (NOI) to comply with the permit, a site map, and appropriate fee to the State Water Resources Control Board (SWRCB) and a Storm Water Pollution Prevention Plan (SWPPP) must be prepared. If portions of the project area are to be sold off before the entire project is completed, the proponent must submit to us a Change of Information form identifying the new owners along with a revised site map clearly depicting those portions that were sold and those that are remaining. The proponent is also responsible for informing each new owner of their responsibility to submit their own NOI, site map, and appropriate fee to the SWRCB and prepare their own SWPPP (See Condition No. 52).

State of California Department of Transportation

- 70. The Subdivider shall comply with all applicable improvements, upgrades, and fees as per the rules and regulations of the District.
- 71. This segment of SR 43 in the vicinity of the proposed project is planned for 146 feet. This needs to be shown on a revised site plan and forwarded to Caltrans office for review.
- 72. Curb, gutter and sidewalk needs to installed along the frontage of the development along SR 43. Improvement plans for work within State right-of-way needs to be reviewed prior to submitting an encroachment permit application.

Conditions of Approval Vesting Tentative Tract Map No. 5217 Page 9 of 10

- 73. Proposed landscaping improvements along SR43 will need to be reviewed and approved by the Caltrans Office of Landscape Architecture.
- 74. An Encroachment Permit must be obtained from Caltrans for any work within the State right-of-way. Engineering drawings of all work are to be submitted with the application and may be prepared in Metric or dual units (English and Metric). If using dual units, the preferred method is English first with Metric in parenthesis. Work planned within State right-of-way will be performed to State standards and specifications at no cost to the State. Plans for said work need to be reviewed and approved by the Permit Department and the Environmental Planning branch before a permit can be issued. Permits will be issued in accordance with Caltrans Streets and Highways Code, Section 671.5, "Time Limitations."
- 76. Project-related impact of the proposed Tract Map on the State highway system and pro-rata shares toward area wide circulation improvements will be assessed and provided to the Subdivider. Upon this Pro-Rata Share being made a condition of approval for this project, Caltrans will enter into a Pro-Rata Share Agreement with the Subdivider for the future specified improvements.

General Conditions

- 77. The conditions given herein are for the entire development. Attached are comments/conditions received by consulting departments and agencies.
- 78. For any sewer or water main, or under grounding of utilities, or major street to be installed by the Subdivider and eligible for reimbursement from future developments, the Subdivider shall submit to the City of Selma, all reimbursement requests in accordance with City regulations.
- 79. No additional commercial approach accesses shall be permitted directly off of the Neighborhood Commercial lots, Lot 154, Lot 155, and Lot 156.
- 80. No left hand turn access to the proposed Neighborhood Commercial center for southbound traffic on Highland Avenue shall be permitted. Curb and median barrier design and construction shall be reviewed and approved by the Engineer and Caltrans. A left turn pocket for southbound Highland Avenue traffic shall be designed at the intersection of Highland and Saginaw Avenue.
- 81. No left hand turn access onto Highland Avenue southbound from the proposed Neighborhood Commercial center shall be permitted. The same curb and median barrier design and construction shall prevail as in Condition #80.
- 82. Applicant or successor in interest shall provide a police substation on the commercial property and shall pay a Fire and Police Impact Fee of \$146,183.59.

Shared/comdev/CC Staff Reports 2003/VTTM No. 5217 Conditions

Conditions of Approval Vesting Tentative Tract Map No. 5217 Page 10 of 10 Exhibit C

FINDINGS FOR APPROVAL Vesting Tentative Tract No. 5217

BASED ON THE REPORTS, EVIDENCE AND VERBAL PRESENTATIONS THE CITY COUNCIL FINDS THAT:

- 1. The proposed vesting tentative tract map is consistent with the Selma General Plan because, the residential use, density of development, neighborhood commercial, street type and provision of public facilities all meet the requirements set forth in the Selma General Plan, Municipal Code, and the California Subdivision Map Act which serves to implement the plan.
- 2. The proposed vesting tentative tract map design and improvements are consistent with the Selma General Plan and any applicable specific plans because the design complies with the implementation and policies set forth in the General Plan document.
- 3. The site is physically suitable for the residential development because the proposed subdivision proposes adequate lot size, lot configuration and access to approved streets to promote residential and neighborhood commercial development.
- 4. The site is physically suitable for the proposed density because the existing and planned infrastructure, required as conditions of development, will support the proposed development density. There are no physical constraints that would prohibit development at the density proposed.
- 5. The design of the subdivision and proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish, wildlife, or their habitat because no significant natural wildlife habitat exists on the project site.
- 6. The design of the project is not likely to cause serious public health problems because the provision of community sewer, water and storm drainage improvements, and the issuance of permits and monitoring by the Fresno County Health of those permits, will assure that no public health problems will result from the project.
- 7. The design of the subdivision does not conflict with any at large, public easements because the easements are required to be dedicated and/or shown on the final map.
- 8. All conditions of approval related to dedications, street improvements, the installation of infrastructure such as sewer and water lines, storm drain facilities, and other public improvements have been evaluated and it has been confirmed that there is a rough proportionality and/or a required degree of connection exists between the dedication imposed or public improvement required and the proposed development.

CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
79271	04/07/22	Printed	A-C ELECTRIC COMPANY	REPAIR DAMAGED SIGNAL HIGHLAND & GOLDEN STATE, TRAFFIC SIGNAL REPAIR THOMPSON & DINUBA		2,639.00
79272	04/07/22	Printed	AIRGAS USA LLC	OXYGEN SUPPLIES		53,92
79273	04/07/22		MARK ALVES	INSTALL NEW OUTLET -PD EVIDENCE ROOM		575.00
79274	04/07/22			Void Check		0.00
79275	04/07/22			Void Check		0.00
79276	04/07/22			UNIFORMS/TOWELS/FIRST AID KITS 3/3-3/24/22		1,348.12
79277	04/07/22		AT&T	TELEPHONE -MARCH 2022		38.46
79278	04/07/22					202.84
79279 79280	04/07/22		CASEY MARIE BALLARD BAUER COMPRESSORS INC.	COSTUME DESIGN-LITTLE SHOP OF HORRORS BOOTS AND GLOVES -FD		300.00 509.43
79281	04/07/22		JOSHUA BRAVO	VOCAL DIRECTION FOR LITTLE SHOP OF HORRORS		309.43
79282	04/07/22		LIANA J. BRIGHAM / PICTURE THIS EMBROIDERY	SUMMER CAPS -PW		3,772.68
79283	04/07/22	Printed	JAY WESLEY BROCK / TOP DOG TRAINING CENTER	K9 MAINTENANCE 3/21/22		180.00
79284	04/07/22	Printed	JAY WESLEY BROCK / TOP DOG TRAINING CENTER	K9 MAINTENANCE 4/4/22		180.00
79285	04/07/22		ALYSSA BRIANNA BURGOS	SUPPLIES REIMBURSEMENT FOR LITTLE SHOP OF HORRORS, MAKE UP & HAIR DESIGN		226,53
79286	04/07/22			WATER SERVICE -MARCH 2022		12,275.18
79287	04/07/22				-	1,147,73
79288	04/07/22			PERISHABLE SKILLS TRAINING PER DIEM 4/19/22-4/22/22	R	44.00
79289	04/07/22		CHRISTOPHER CISNEROS CORELOGIC SOLUTIONS LLC	UNIFORM BOOTS REIMBURSEMENT		200.00
79290	04/07/22		COUNTY OF FRESNO	REALQUEST SERVICES -MAR 2022		481.25
79291 79292	04/07/22 04/07/22		DATA TICKET, INC.	RMS/JMS/CAD ACCESS FEES-MAR 22 PARKING CITATION PROCESSING FEBRUARY 2022		500.90
79293	04/07/22		DATA HORE, NO.	NETCARE/ON SITE SUPPORT APRIL 2022, LAPTOP, REPLACED POWER UNIT FOR COMPUTER ROOM-SENIOR CENTER		200.00 11,245.77
79294	04/07/22	Printed	SUSANA LOSAYA DELGADO	ASSISTANT STAGE MANAGER FOR LITTLE SHOP OF HORRORS		100.00
79295	04/07/22	Printed	DEPARTMENT OF HEALTH CARE	GEMT QAF 2021/2022 4TH QTR		25,733.40
79296	04/07/22	Printed	DEPARTMENT OF JUSTICE	BLOOD ALCOHOL ANALYSIS -FEB 22		280.00
79297	04/07/22	Printed	DIVISION OF THE STATE	ADA FEE 1/1/22-3/31/22		124.00
79298	04/07/22	Printed	DOOLEY ENTERPRISES, INC.	AMMUNITION		1,870.44
79299	04/07/22		EFRAIN YANEZ CONSTRUCTION	BUSINESS LIC OVERPAYMENT REIMBURSEMENT		89.00
79300	04/07/22		ANNELISE ESCOBEDO	LITTLE SHOP OF HORRORS SUPPLIES REIMBURSEMENT		294.88
79301	04/07/22		FAREWELL SELMA PAGE FUNERAL	BUSINESS LIC OVERPAYMENT REIMBURSEMENT		5.00
79302	04/07/22					78.25
79303 79304	04/07/22 04/07/22		RICHARD FIGUEROA FINANCIAL PACIFIC LEASING	PERISHABLE SKILLS TRAINING PER DIEM 4/19/22-4/22/22 PD VEHICLES LEASE PAYMENT	R	44.00 52,684.59
79305	04/07/22		FIRE RECOVERY EMS LLC	AMBULANCE BILLING -MARCH 2022		6,102.09
79306	04/07/22		FRESNO COUNCIL OF GOVERNMENTS	MULTI-JURISDICTIONAL HOUSING ELEMENT DEPOSIT		10,000.00
79307	04/07/22		FRESNO COUNTY DPH-EMS DIVISION	DISPATCHING SERVICES 10/1/22-3/31/22		4,104.00
79308	04/07/22		FRESNO COUNTY EDC	CENTRAL VALLEY TRAINING CENTER 1/1/22-1/31/22		76,071.94
79309	04/07/22	Printed	FRESNO OXYGEN	OXYGEN RENTALS		279,65
79310	04/07/22	Printed	GAR BENNETT LLC	IRRIGATION SUPPLIES -LLMD		152.46
79311	04/07/22	Printed	DOMINIC GRIJALVA	LITTLE SHOP OF HORRORS PROJECTION LICENSE		45,91
79312	04/07/22	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL CLAIMS 3/9/22		1,982.00
79313	04/07/22		HEALTHEDGE ADMINISTRATORS INC.	DENTAL CLAIMS 3/16/22		930,30
79314	04/07/22		HEALTHEDGE ADMINISTRATORS INC.	DENTAL CLAIMS 3/23/22		4,162.48
79315	04/07/22		HEALTHEDGE ADMINISTRATORS INC.	DENTAL CLAIMS 3/30/22		1,344.84
79316 79317	04/07/22 04/07/22		HENRY SCHEIN INC. EDGAR N. OLIVERA HERNANDEZ	MEDICAL SUPPLIES PHOTOGRAPHY & VIDEO FOR LITTLE SHOP OF HORRORS, PROMO PHOTOGRAPHY FOR SPONGEBOB		254.38 1,000.00
79318	04/07/22	Printed	RAUL R HERRERA JR	POLYGRAPH SERVICES 3/9-3/29/22		600.00
79319	04/07/22		KIMBERLY HOUSTON	LITTLE SHOP PROPS REIMBURSEMENT		17.29
79320	04/07/22		ICC	2022 MEMBERSHIP FEES		225.00
79321	04/07/22		IRG MASTER HOLDINGS, LLC	CENTRAL VALLEY TRAINING CENTER MAY 2022 LEASE	R	10,438,64
79322	04/07/22		J'S COMMUNICATION INC.	SERVICE AGREEMENT - APR 2022		446,00
79323	04/07/22	Printed	MICHAEL KAIN	MEDICAL PREMIUM REIMB - APR 22		1,401.18
79324	04/07/22	Printed	KENT M KAWOGOE, PHD	PRE-EMPLOYMENT PSYCHOLOGICAL EXAMS JAN & FEB 2022		650.00
79325	04/07/22	Printed	JEFF KESTLY	MEDICAL PREMIUM REIMB - APR 22		836.20
79326	04/07/22		KINGS INDUSTRIAL OCCUPATION	PRE-EMPLOYMENT PHYSICALS-FD		72.00
79327	04/07/22		MIKAL KIRCHNER	CPRS CONFERENCE PER DIEM 3/8/22-3/11/22 PER DIEM		125.00
79328	04/07/22		LIFE-ASSIST INC.	MEDICAL SUPPLIES		1,577.10
79329	04/07/22		ESMERALDA LOPEZ	REFUND FOR SPONGEBOB TICKETS		120,30
79330	04/07/22			LEGAL SERVICES -FEBRUARY 2022		22,527.44
79331	04/07/22		SUZETTE LUGO	CA EMS REIMBURSEMENT		300.00
79332	04/07/22			LIGHTING DESIGN FOR LITTLE SHOP OF HORRORS		400.00
79333	04/07/22	FILLED	METRO UNIFORM April 1	8ș ⁄2022 Co uncil Packet		7 8 4 42

CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
79334	04/07/22	Printed	MONIQUE MONTES	ASSISTANT STAGE MANAGER FOR LITTLE SHOP OF HORRORS		100.00
79335	04/07/22	Printed	MUNICIPAL EMERGENCY SERVICES	NOZZLES -FD		13,541.28
79336	04/07/22	Printed	OFFICE DEPOT, INC.	OFFICE SUPPLIES		676.03
79337	04/07/22	Printed	PAUL JACOBS CONSTRUCTION INC - 1 800 BOARD UP	- 2737 WHITSON ST	R	1,129.94
79338	04/07/22	Printed	LANCE PEARCE	PERISHABLE SKILLS TRAINING PER DIEM 4/12/22-4/15/22	R	44.00
79339	04/07/22	Printed	PG&E	UTILITIES -MARCH 2022		182_43
79340	04/07/22	Printed	PG&E	UTILITIES -MARCH 2022		27,139.40
79341	04/07/22	Printed	PG&E	UTILITIES -MARCH 2022		3,028,78
79342	04/07/22	Printed	PG&E	UTILITIES -MARCH 2022		16,842.13
79343	04/07/22	Printed	PITNEY BOWES INC.	POSTAGE MACHINE RED INK -PD		105.09
79344	04/07/22	Printed	QUAD KNOPF, INC.	PLANNING SERVICES 2/20-3/19/22		26,094.30
79345	04/07/22	Printed	SARA QUINTANA	SHELTER RENTAL ELECTRICITY USAGE REIMBURSEMENT		10.00
79346	04/07/22	Printed	RANSOM CONCRETE CONSTRUCTION	BUSINESS LIC OVERPAYMENT REIMBURSEMENT		5.00
79347	04/07/22	Printed	REAL TIME STAFFING SERVICES	BUSINESS LIC OVERPAYMENT REIMBURSEMENT		50.00
79348	04/07/22	Printed	SAMPSON, SAMPSON, AND PATTERSON	ACCOUNTING SERVICES -FEB 22		1,200.00
79349	04/07/22	Printed	SANTA MARIA CALIFORNIA NEWS / HANFORD SENTINEL	TOBACCO ORD SUMMARY		89 28
79350	04/07/22	Printed	SCAFCO CORPORATION / CWALLA	LATE FEES INV#883947 -CVTC	R	283.52
79351	04/07/22	Printed	SELMA UNIFIED SCHOOL DISTRICT	FUEL -FEBRUARY 2022		21,051.33
79352	04/07/22	Printed	SITEONE LANDSCAPE SUPPLY, LLC.	IRRIGATION SUPPLIES		5,194.64
79353	04/07/22	Printed	SPARKLETTS	WATER SERVICE -CVTC	R	39,99
79354	04/07/22	Printed	STERICYCLE, INC.	STERI-SAFE OSHA COMPLIANCE APRIL 2022		189 28
79355	04/07/22	Printed	SUN LIFE	EMPLOYEE INSURANCE - APRIL 22		1,673.81
79356	04/07/22	Printed	SUN LIFE	EMPLOYEE INSURANCE -MAR 2022		1,486.61
79357	04/07/22	Printed	TELEFLEX LLC	MEDICAL SUPPLIES		2,885,44
79358	04/07/22	Printed	TULARE CO JAIL INDUSTRIES	DECALS FOR DUI TRAILER		754.25
79359	04/07/22	Printed	U.S. BANK EQUIPMENT FINANCE	COPY MACHINE LEASE - APRIL 22		2,228.12
79360	04/07/22	Printed	SAMANTHA MOREE VALLES	SUPPLIES REIMBURSEMENT - REC		15,18
79361	04/07/22	Printed	VERIZON WIRELESS	AIRCARDS 2/19/22-3/18/22		809.94
79362	04/07/22	Printed	CARLOS VILLALOBOS	PERISHABLE SKILLS TRAINING PER DIEM 4/12/22-4/15/22	R	44.00
79363	04/07/22		WASTE MANAGEMENT-USA WASTE	GARBAGE -MARCH 2022	8084	124,109,97
79364	04/07/22	Printed	WESTERN PACIFIC SIGNAL, LLC	CONTROLLER FOR TRAFFIC SIGNAL DINUBA & THOMPSON		4,219.68
79365	04/07/22	Printed	WILLDAN ENGINEERING	BUILDING INSPECTOR SERVICES FEB 2022		4,770.00
					TOTAL	524,888.41

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

ITEM NO: 2.

SUBJECT: Consider Approval of Submittal No. 2022-0002, Zone Change Amendment for APN 348-190-01S & Accompanying Notice of Exemption

DISCUSSION: On March 28, 2022, the Selma Planning Commission held a duly noticed public hearing to consider Submittal No. 2022-0002, Zone Change Amendment for APN 348-190-01S and accompanying Notice of Exemption. This action was requested to bring the Zoning designation of the parcel into conformance with the current General Plan designation.

Following Staff's report and the opening of the public hearing for comment, the Commission closed the public hearing, having received no comments in association with the item, and consequently voted 6-1 in favor of recommending to the City Council approval of the aforementioned items.

Attached for Council's reference, as required by Selma Municipal Code 11-21-4, is a copy of the Planning Commission Staff Report, Resolution, and associated attachments for the recommended action.

Public hearing notices for the action requested by Council tonight were duly posted and published, in accordance with Selma Municipal Code 11-21-6.

<u>RECOMMENDATION</u>: Consider approval of Submittal No. 2022-0002, Zone Change Amendment for APN 348-190-01S and accompanying Notice of Exemption pursuant to Section 11-21 of the City of Selma Municipal Code.

Trevor Stearns, Contract City Planner

Rob Terry, Deputy City Manager

RESOLUTION NO. 2022_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA APPROVING ZONE CHANGE AMENDMENT NO. 2022-0002 FOR A PORTION OF APN 348-192-01S, NOTICE OF EXEMPTION, AND MAKING FINDINGS IN SUPPORT THEREOF

WHEREAS, on February 17, 2022, David Saunders, ("Applicant"), filed a complete application requesting the approval of a Zone Change Amendment to the City of Selma, No. 2022-0002 described herein ("Application" or "Project"); and

WHEREAS, the Applicant applied to rezone approximately 21 acres of a 23-acre parcel from the M-2 Heavy Manufacturing zone to the C-R Regional Commercial zone, on a vacant lot located between HWY 99 and Golden State Boulevard, just north of Floral Avenue in Selma, California, Assessor's Parcel Number 348-192-01S ("Property"). The purpose of this request for a Zone Change Amendment is to bring the site's zoning designation into conformance with the Regional Commercial General Plan designation; and

WHEREAS, approval of this Zone Change Amendment does not include approval of any development on-site and that any future development would be subject to additional entitlements and environmental review at that time; and

WHEREAS, the Planning Commission voted to recommend approval of the Rezone after holding a duly noticed public hearing at their March 28, 2022 meeting, the Planning Commission of the City of Selma conducted a duly noticed public hearing on the application, and considered all testimony written and oral; and

WHEREAS, notice of City Council's April 18, 2022, public hearing for the Project was published in *The Selma Enterprise*, in compliance with the City's Municipal Code and Government Code Section 65091; and,

WHEREAS, notice of City Council's April 18, 2022, public hearing for the Project was sent to individual property owners within 300 feet as required by the City's Municipal Code and State Law.

NOW THEREFORE, BE IT RESOLVED it is hereby found, determined and resolved by the City Council of the City of Selma as follows:

1. Consider approval of recommended Planning Commission action regarding the recommendation of approval for Submittal No. 2022-0002, Zone Change Amendment for APN 348-190-01S and accompanying Notice of Exemption, pursuant to Section 11-21 of the City of Selma Municipal Code

2. Chapter 2 of the Municipal Code of the City of Selma is amended by changing the Official Zoning Map to rezone a portion of Assessor's Parcel Number 348-192-01S to C-R Regional Commercial and to adopt the Notice of Exemption in accordance with the California Environmental Quality Act (CEQA).

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Selma held on the 18th day of April 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Scott Robertson, Mayor City of Selma Reyna Rivera, City Clerk City of Selma

SELMA PLANNING COMMISSION STAFF REPORT Maating Data: March 28, 2022

Meeting Date: March 28, 2022

TO: Selma Planning Commission

FROM: Community Development Department

SUBJECT: AGENDA ITEM NO. 1 Submittal No. 2022-0002: Zone Change Amendment for APN: 348-192-01S & Accompanied Notice of Exemption

Summary and Purpose

The purpose of this agenda item is to hold a public hearing for the Planning Commission to consider recommending to the City Council a Zone Change Amendment for a portion of Assessor's Parcel Number (APN) 348-192-01S from the M-2 Heavy Manufacturing zone to C-R Regional Commercial zone (Attachment 1). The purpose of this request for a Zone Change Amendment is to bring the site's zoning designation into conformance with the Regional Commercial General Plan Designation, a requirement of State law.

The project site is approximately 23 acres in size and is located between HWY 99 and Golden State Boulevard, just north of Floral Avenue. The portion of the site undergoing the Zone Change Amendment is approximately 21 acres. The remainder of the site is already zoned C-R.

This project is part of the City's continuous efforts to reconcile inconsistencies between Selma's Zoning and General Plan Maps. The site's current General Plan Designation of Service Commercial is inconsistent with the site's current portion of the M-2 zoning.

This application does not include any proposed development proposals. Any future proposed development to occur on this project site would be required to undergo separate entitlement and environmental review at that time.

Application Information

Applicant:	David Saunders (BCF Architect)
Owner:	North Melrose Venture
Project Location:	The project site is located between HWY 99 and Golden State Boulevard, just north of Floral Avenue; it is adjacent to and north of Cattlemens Restaurant.
Applicant's Proposal:	Amend the City's Zoning Map from M-2 Heavy Manufacturing to C-R Regional Commercial, to bring the site's (APN 348-192-01S) zoning designation into conformance with the Regional Commercial General Plan Designation.
Current General Plan; Zoning:	Regional Commercial; M-2 Heavy Manufacturing/CR Regional Commercial

Project Analysis

The purpose of the Applicant's request is to amend the City's Zoning Map from M-2 Heavy Manufacturing to C-R Regional Commercial, in order to bring a portion of the site's (APN 348-192-01S) zoning designation into conformance with the Regional Commercial General Plan Designation. Prior to any future development occurring on-site, the site's zoning must be consistent with the underlying General Plan designation. Approval of this request would allow the Applicant to subsequently submit an application for development, so long as the proposal is consistent with the C-R Regional Commercial Zoning Designation.

Environmental Compliance (CEQA)

The project qualifies for CCR 15061(b)(3) Common Sense exemption, therefore, a Notice of Exemption in compliance with the California Environmental Quality Act (CEQA) was prepared. Given the nature of the project to request to bring the site's zoning designation into conformance with its General Plan designation, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. Additionally, there is no proposed development activity associated with this request. Lastly, the request to rezone from M-2 Heavy Manufacturing to C-R Regional Commercial, could be classified as a request to de-intensify the allowable uses on this particular site. The proposed Zone Change Amendment would be consistent with the impact analysis provided in the General Plan EIR (SCH#2008081082).

Notice of Public Hearing

A Public Notice for this project was published in *The Selma Enterprise* on March 16, 2022. Additionally, adjacent property owners within 300 feet were notified of the hearing by the City via a public notice mailed out on March 15, 2022.

Recommendation

Staff is recommending that the Planning Commission recommend approval to the City Council of Zone Change Amendment No. 2022-0002, along with consideration and approval of the Notice of Exemption. The Planning Commission may recommend approval to the City Council, continue this item to the next regular meeting, recommend denial of the project to the City Council, or direct staff to amend the documents presented.

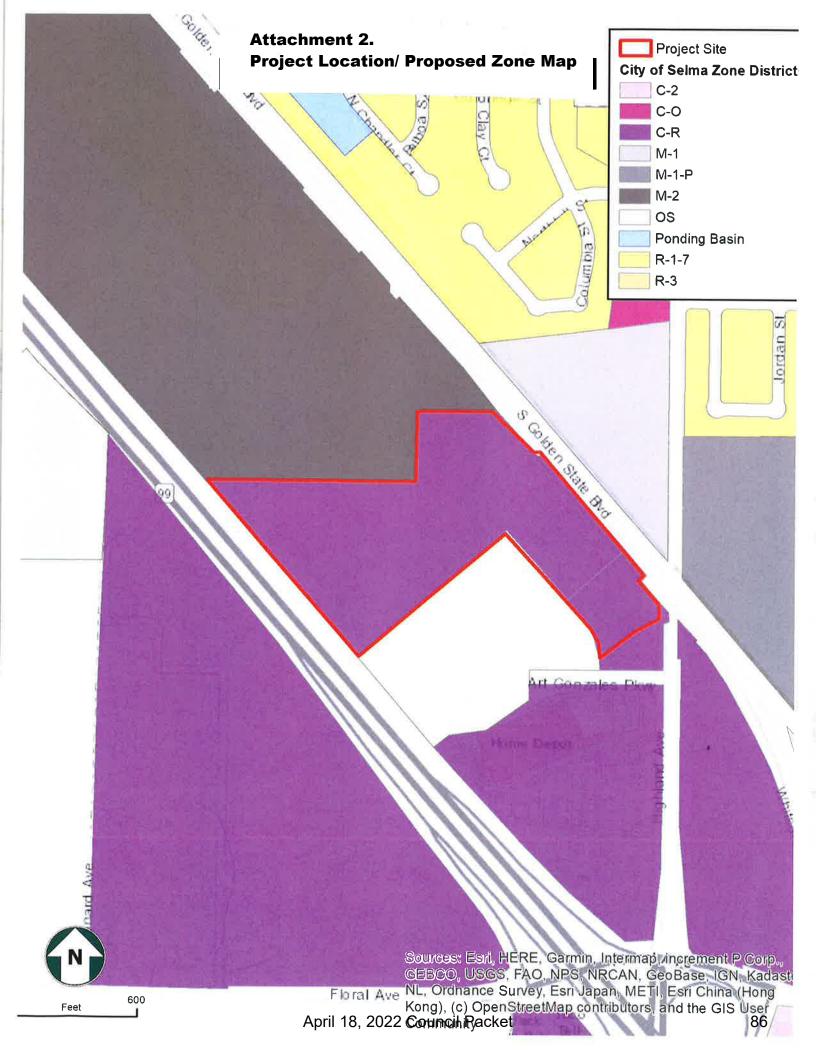
Annalisa Perea, AICP, Contract Planner Community Development Department

Attachments

- 1. Project Location/Zone Map
- 2. Resolution Approving Zone Change Amendment No. 2022-0002
- 3. Notice of Exemption



Attachment 1. Project Location/Zone Map



RESOLUTION NO. 2022

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SELMA, CALIFORNIA RECOMMENDING APPROVAL OF ZONE CHANGE AMENDMENT NO. 2022-0002 FOR A PORTION OF APN 348-192-01S TO THE SELMA CITY COUNCIL, NOTICE OF EXEMPTION, AND MAKING FINDINGS IN SUPPORT THEREOF

RECITALS

WHEREAS, on February 17, 2022, David Saunders, ("Applicant"), filed a complete application requesting the approval of a Zone Change Amendment to the City of Selma, No. 2022-0002 described herein ("Application" or "Project"); and

WHEREAS, the Applicant applied to rezone approximately 21 acres of a 23-acre parcel from the M-2 Heavy Manufacturing zone to the C-R Regional Commercial, on a vacant lot located between HWY 99 and Golden State Boulevard, just north of Floral Avenue in Selma, California, Assessor's Parcel Number 348-192-01S ("Property"); and

WHEREAS, the purpose of this request for a Zone Change Amendment is to bring the site's zoning designation into conformance with the Regional Commercial General Plan designation; and

WHEREAS, approval of this Zone Change Amendment does not include approval of any development on site and that any future development would be subject to additional entitlements and environmental review at that time; and

WHEREAS, the project qualifies for CCR 15061(b)(3) Common Sense exemption, therefore, a Notice of Exemption in compliance with the California Environmental Quality Act (CEQA) was prepared; and

WHEREAS, public notice of the Planning Commission's March 28, 2022 public hearing for the Project was published in *The Selma Enterprise* on March 16, 2022 in compliance with the City's Code and Government Code Section 65091; and

WHEREAS, public notice of the Planning Commission's March 28, 2022 public hearing for the Project was also mailed to property owners within 300 feet of the Property on March 15, 2022; and

WHEREAS, on March 28, 2022, the Planning Commission of the City of Selma conducted a duly noticed public hearing on the Application, and considered all testimony written and oral; and

WHEREAS, based on substantial evidence provided in the whole record before the Planning Commission for CEQA compliance and public comments related to the project, it has been determined that there is no possibility that this project will have significant effects on the environment and recommends adoption of the Notice of Exemption to the Selma City Council; and

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

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

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

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

SECTION 3. Upon independent review and consideration of all pertinent written information contained in the Staff Report and reflecting independent judgment and analysis, the Planning Commission hereby finds and determines that the proposed project, No. 2022-0002, will not have significant impacts on the environment. Based on these findings, the Planning Commission recommends adoption of the Notice of Exemption. The Planning Commission further recommends to the Selma City Council that the Application for the aforesaid Zone Change Amendment of the Property from the M-2 to the C-R zone be approved.

PASSED, APPROVED AND ADOPTED by the Planning Commission of the City of Selma at a regular meeting held on March 28, 2022, by the following vote:

AYES: COMMISSIONER:

NOES: COMMISSIONER:

ABSTAIN: COMMISSIONER:

ABSENT: COMMISSIONER:

CHAIRPERSON OF THE SELMA PLANNING COMMISSION

ATTEST:

Rob Terry, Secretary, Selma Planning Commission

Attachment 3. Notice of Exemption

Print Form

	Office of Planning and Research P.O. Box 3044. Room 113	From: (Public Agency): City of Selma
	Sacramento, CA 95812-3044	Selma, CA 93662
	County Clerk	
	County of: Fresno	(Address)
	Fresno ,C 93721	
Proje	ct Title: McGraw Zone Change A	mendment
Proje	ct Applicant: David Saunders	
Projec	ct Location - Specific:	
APN	V 348-192-01S	
.	st Logation City Selma	Project Location Country Fresho
	t Location - City: Serna Serna Serna Serna Ser	Project Location - County.
	1	of Assessor's Parcel Number (APN) 348-192-01S from the M-2 Heavy
o brin State I Iame	aw. of Public Agency Approving Projec	ance with the Regional Commercial General Plan designation, a requirement of t: City of Selma
to brin State I Name Name Exem	aw. of Public Agency Approving Projec	ot: City of Selma Project: Community Development Department 268);
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Revised 2011

ITEM NO: 3.

SUBJECT: Adopting an Ordinance Approving a Military Equipment Use Policy Pursuant to Assembly Bill 481

BACKGROUND: Assembly Bill 481 ("AB 481"), codified at Government Code sections 7070 through 7075 requires a law enforcement agency (LEA) to obtain approval from the applicable governing body via adoption of an "military equipment" use policy prior to the LEA funding, acquiring or using military equipment.

The Selma Police Department (Department) seeks City Council adoption of the attached Military Equipment Use Policy, Policy 705, by attached Ordinance, in order to allow the Department to continue the use of necessary equipment specified therein.

Items deemed to be "military equipment" by AB 481 are used as a component of overall best practices for LEAs throughout the country. These tools have been tested in the field, and are used by LEAs to enhance community member safety as well as officer safety. Loss of these items would jeopardize the welfare of community members and peace officers within the department.

The term "military equipment," as used in AB 481, does not necessarily indicate that the equipment is used by the military. Pursuant to AB 481, items deemed to be "military equipment" include, but are not limited to, unmanned aerial or ground vehicles, armored vehicles, command and control vehicles, pepper balls, less lethal shotguns, less lethal 40mm projectile launchers, long-range acoustic devices, flashbangs, and foundational equipment such as rifles. Many of these items deemed to be "military equipment" by AB 481 are, in fact, owned and deployed by the department and LEAs across the country to specifically reduce risk to community members. These items provide peace officers with the ability to safely resolve volatile situations which otherwise might rise to the level of a lethal force encounter. To that end, the items listed in the accompanying Military Equipment Use Policy also provide the Department's peace officers with necessary tools that facilitate compliance with its stringent use of force policy.

DISCUSSION: There is significant interest in ensuring that the Department continues to have access to equipment that will provide peace officers as many options as possible to safeguard lives, ensure safety, and protect civil liberties. The use of the tools identified are vital to the Department's mission and will continue to be strictly regulated through internal processes and oversight.

The purpose of Policy 705 safeguards the public's welfare, safety, civil rights, and civil liberties. Policy 705 ensures that transparency, oversight, and accountability measures are in place. All items which result in a use of force will be investigated.

Policy 705 outlines each item identified in Government Code section 7070 that is currently owned by the City. Policy 705 also includes the current use and cost of each item. These

particular items, and their stated uses, have been in place prior to the implementation of AB 481. There are no reasonable alternatives to the items listed in Policy 705. The Department has not discovered alternative items that can achieve the same objectives of officer and civilian safety.

AB 481 requires the Department to annually submit a military equipment report for each approved type of military equipment to City Council for as long as the military equipment is available for use. In addition, the Department must make each annual report publicly available on its website for as long as the equipment is available for use. City Council must annually review the military equipment report submitted by the Department to determine whether each type of military equipment identified in the report continues to comply with the standard of approval, and whether to renew the ordinance at a regular meeting.

Future acquisition of any item deemed to be "military equipment" will require a further public meeting, policy update, and City Council approval.

Along with seeking authorization to use preexisting equipment, the Department also seeks City Council authorization to collaborate with other LEAs and their deployment or use of other military equipment within the jurisdiction of this Department, as the Department has utilized LEAs within Fresno County to respond and assist with field equipment that meet the definition of "military equipment."

<u>RECOMMENDATION</u>: 1. Introduce the Ordinance by title only; 2. Review Policy 705; and; 3. Waive the first reading of the Ordinance approving Policy 705.

Rene Garza, Police Commander

Fernando Santillan, City Manager

Military Equipment

705.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code §§ 7070, 7071, and 7072).

705.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees Selma Police Department ("Department").

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached, excluding unarmored all-terrain vehicles and motorized dirt bikes.
- Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- · Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld ram designed to be operated by one person.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard Department-issued shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons pursuant to Penal Code sections 30510 and 30515, except standard Department-issued handguns.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools, including, but not limited to, grenades.
- Munitions containing tear gas or oleoresin capsicum ("OC"), excluding standard Department-issued handheld pepper spray.

- TASER® Shockwave, microwave weapons, water cannons, and Long Range Acoustic Devices ("LRADs").
- Kinetic energy weapons and munitions, including, but not limited to, projectile launchers, bean bag rounds, and rubber bullet.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

705.2 POLICY

It is the policy of the Department that Department members comply with the provisions of Government Code section 7071.

705.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police or his authorized designee should designate a Department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying Department equipment that qualifies as military equipment in the Department's current possession, or the equipment that the Department intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of the Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 - 1. Publicizing the details of the meeting.
 - 2. Preparing for public questions regarding the Department's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

705.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Department:

See Exhibit A.

705.5 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting this military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on Department's website at least thirty (30) days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting military equipment made available pursuant to Title 10 of the United States Code section 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant; soliciting or accepting private, local, state, or federal funds; in-kind donations; or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of the governing body.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

705.6 COORDINATION WITH OTHER JURISDICTIONS

Military equipment used by any member of this Department shall be approved for use and in accordance with this Department policy. Military equipment used by other jurisdictions while providing mutual aid to this Department, or otherwise engaged in law enforcement operations within this jurisdiction, shall comply with their respective military equipment use policies in rendering mutual aid.

705.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for Department use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on Department's website for as long as the military equipment is available for Department use. The report shall include all information required by Government Code section 7072 for the preceding calendar year for each type of military equipment in Department's inventory.

705.8 COMMUNITY ENGAGEMENT

Within thirty (30) days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the Department funding, acquisition, or use of military equipment.

In accordance with Section 705.3(g) of this Policy and Government Code section 7070, subdivision (d)(7), members of the public may register complaints or concerns or submit questions about the use of each specific type of military equipment in this policy. The Department will monitor all complaints, concerns, and questions to ensure timely responses are completed. Complaints, concerns, or questions may be submitted by any of the following means:

- (a) Via email to: reneg@cityofselma.com
- (b) Via phone call to: (559) 896-2525
- (c) Via USPS mail to:

Selma Police Department Attn: Military Equipment Use Coordinator 2055 Third Street Selma, CA 93662

EXHIBIT A

[Military Equipment Inventory]

2-40 MM Foam Tip Launcher

5- Less than Lethal Shotgun (Bean Bag munition)

3-Taser (X26)

40- Taser (X26P)

1-Phantom 4 (Unmanned Aerial Vehicle)

1-DJI Tello (Unmanned Aerial Vehicle)

1-Mavic Enterprise (Unmanned Aerial Vehicle)

1-Multipurpose Utility Mobile Trailer

Type Description Quantity Capabilities Expected lifespan Manufacturer's description Purpose and authorized uses	40mm Launcher used with Kinetic Impact Projectiles 40mm, foam-tipped kinetic energy fired from an agency-authorized 40mm launcher. 2 Operational range 3-50 yards 10 years 40mm foam-tipped projectile capable of travelling 290 fps to a maximum effective range of 50 yards. To compel an individual to cease his/her actions when such munitions present a reasonable option. A verbal warning of the intended use of the device should precede its application. Supervisor authorization required.
Fiscal impact	\$500 initial cost each/ Annual Munition Cost \$425
Legal and procedural rules	Refer to policies 302-302.11
Required training	Initial orientation course including qualification; annual recertification including qualification.
Compliance mechanisms	Operational use under the review of authorized Supervisor
Type Description Quantity	Less Lethal Shotguns used with Kinetic Impact Projectiles 12 Gauge shotgun, which deploys a Bean Bag munition from an agency- authorized Less than Lethal shotgun. 5
Capabilities	Operational range 10-75ft.
Expected lifespan	Shotgun (10 years) / Munitions (5 years)
Manufacturer's description	The Drag Stabilized 12-Gauge Round is a translucent 12-Gauge shell loaded with a 40-Gram tear shaped bag made from a cotton and ballistic material blend and filled with #9 shot. This design utilizes four stabilizing tails and utilizes smokeless powder as the propellant. The round velocity is 270fps
Purpose and authorized uses	To compel an individual to cease his/her actions when such munitions present a reasonable option. A verbal warning of the intended use of the device should precede its application.
Fiscal impact	Initial Cost: \$400 each / Munitions Annual Cost: \$750
Legal and procedural rules	Refer to policies 302-302.11
Required training	Initial orientation course including qualification; annual recertification including qualification.
Compliance mechanisms	Operational use under the review of qualified and authorized users, per Department Policy
Compliance mechanisms	Operational use under the review of qualified and authorized CEW (Conducted Energy Weapon) users

April 18, 2022 Council Packet

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Selma Police Department	AB 481 Military Equipment Inventory
Туре Description	Tasers (X26) The X26 is a self-defense energy weapon manufactured by Axon Enterprise, Inc. TASER-brand energy weapons are designed to use propelled wires or direct contact to conduct energy to affect the sensory and/or motor functions of the nervous system
Quantity Capabilities	3 Operation Range: Probes (7ft-25ft; for preferred probe spread); during the use of a Drive-stun-direct contact needed without cartridge inserted (preferred targeted areas); however with a cartridge inserted 3-point contact can be conducted to complete a circuit
Expected lifespan Manufacturer's description	X26 (10 years); Cartridges (5 years shelf-life) The X26P CEW is a firmware-upgradable weapon manufactured by Axon Enterprise, Inc. The X26P CEW uses a replaceable cartridge containing compressed nitrogen to deploy two small probes that are attached to the X26P CEW cartridge by insulated conductive wires. The cartridges are available with various wire lengths from 15 to 25 feet (4.6 to 7.6 meters).
Purpose and authorized uses	To compel an individual to cease his/her actions when such munitions present a reasonable option. A verbal warning of the intended use of the device should precede its application.
Fiscal impact Legal and procedural rules	Initial cost \$1,113 each / Cartridges \$28.20 (15ft), \$30.30(21ft), and \$34.45(25ft) / \$76.00 (XPPM-Battery each) Refer to policies 303-303.9
Required training	Initial orientation course including qualification; annual recertification including qualification.
Compliance mechanisms	Operational use under the review of qualified and authorized CEW (Conducted Energy Weapon) users
Туре	Tasers (X26P)
Description	The X26P is a self-defense energy weapon manufactured by Axon Enterprise Incorporated. TASER-brand energy weapons are designed to use propelled wires or direct contact to conduct energy to affect the sensory and or motor functions of the nervous system.
Quantity	40
Capabilities	Operation Range: Probes (7ft-25ft; for preferred probe spread); during the use of a Drive-stun-direct contact needed without cartridge inserted (preferred targeted areas); however with a cartridge inserted 3-point contact can be conducted to complete a circuit.
Expected lifespan	X26P (10 years); Cartridges (5 years shelf-life)

Selma Police Department	AB 481 Military Equipment Inventory
Manufacturer's description	The X26P CEW is a firmware-upgradable weapon manufactured by Axon Enterprise, Inc. The X26P CEW uses a replaceable cartridge containing compressed nitrogen to deploy two small probes that are attached to the X26P CEW cartridge by insulated conductive wires. The cartridges are available with various wire lengths from 15 to 25 feet (4.6 to 7.6 meters).
Purpose and authorized uses	To compel an individual to cease his/her actions when such munitions present a reasonable option. A verbal warning of the intended use of the device should precede its application.
Fiscal impact	Initial cost \$1,113 each / Cartridges \$28.20 (15ft), \$30.30(21ft), and \$34.45(25ft) / \$76.00 (XPPM-Battery each); Annual\$ 1200.00.
Legal and procedural rules Required training	Refer to policies 303-303.9 Initial orientation course including qualification; annual recertification including qualification.
Compliance mechanisms	Operational use under the review of qualified and authorized CEW (Conducted Energy Weapon) users.
Туре	Unmanned Aerial Vehicle (DJI Mavic 2 Enterprise Dual)
Description	Remote control aircraft with 3-axis gimbal camera with a FLIR longwave infrared thermal camera and a visual camera.
Quantity	1
Capabilities	Operational altitude of 0 to 400 feet AGL. Operational distance (horizontal range) of 0 to 1000 feet. Visual and infrared radiation camera with onboard recording capabilities.
Expected lifespan	5 years
Manufacturer's description	A portable commercial UAS. It is equipped with powerful, gimbal mounted, side-by-side visual and thermal cameras that will provide commercial pilots with a reliable tool to operate better, safer, and quicker in challenging environments. The take-off weight is approximately 1.9 pounds without accessories. The UAS measures 12.6"X 9.5" X 4.5". The system is powered by a removable battery and is outfitted with a 1/2.3" CMOS; Effective pixels: 12M, 4K Ultra HD camera that is gimbal mounted to the UAS. The system utilizes barometric pressure and satellite location to identify positioning and altitude. The UAS is controlled by a single remote device and telemetry. Altitude, speed, battery level, and signal strength are displayed on a video feed. The system allows for saving of launch position and will return to that position if link is lost, battery power is diminished to a critical level, or manually instructed.
Purpose and authorized uses	Public safety and inspection operations. Allow officers to quickly search large areas and provides officers with the ability to examine active scenes from a safe distance.
Fiscal impact	Initial cost of \$5,000. Annual maintenance cost of less than \$50.00

Selma Police Department	AB 481 Military Equipment Inventory	
Legal and procedural rules Required training Compliance mechanisms	Refer to Selma PD Policy and Procedure Manual 606 Agency Authored initial training Operation and deployment in accordance with provisions outlined in the FAA Certificate of Authorization.	
Type Description Quantity Capabilities	Unmanned Aerial Vehicle (DJI Phantom 4) Remote control aircraft gimbal mounted visual camera capable of shooting 4K video. 1 Operational altitude of 20 to 400 feet AGL. Operational distance (horizontal range) of 0 to 1000 feet. Visual camera with onboard recording capabilities.	
Expected lifespan Manufacturer's description	5 years A portable commercial UAS. It is equipped with a gimbal mounted fixed camera. The take-off weight is approximately 3 pounds without accessories. The UAS measures 19.3"X11.8"X 19.3". The system is powered by a removable battery and is outfitted with a 1" CMOS; Effective pixels: 20M, 4K Ultra HD camera that is gimbal mounted to the UAS. The system utilize barometric pressure and satellite location to identify positioning and altitude. The UAS is controlled by a single remote device and telemetry. Altitude, speed, battery level, and signal strength are displayed on a video feed.	
Purpose and authorized uses Fiscal impact	Public safety and inspection operations. Allow officers to quickly search large areas and provides officers with the ability to examine active scenes from a safe distance. Initial cost of \$900. Annual maintenance cost of less than \$50.00	(
Legal and procedural rules Required training Compliance mechanisms	Refer to Selma PD Policy and Procedure Manual 606 Agency Authored initial training Operation and deployment in accordance with provisions outlined in the FAA Certificate of Authorization.	
Type Description Quantity Capabilities	Unmanned Aerial Vehicle (DJI Tello) Remote control aircraft with equipped with a fixed HD camera. 1 Operational altitude of 0 to 100 feet AGL. Operational distance (horizontal range) of 0 to 100 feet. Visual camera with live feed only.	
Expected lifespan	3 years	

Selma Police Department	AB 481 Military Equipment Inventory	5
Manufacturer's description	A commercial UAS. The take-off weight is approximately 80 grams. The UAS measures 3.58"X1.61"X3.64". The system is powered by a removable battery and is outfitted with a five-megapixel HD (720P30) camera with electronic image stabilization integration. The system uses vision-positioning cameras to help maintain its position while hovering and is controlled by a single remote device.	
Purpose and authorized uses	Public safety and inspection operations. Allow officers to quickly search large areas and provides officers with the ability to examine active scenes from a safe distance.	
Fiscal impact	Initial combine cost of \$140.00 Annual maintenance cost of less than \$50.00	
Legal and procedural rules Required training Compliance mechanisms	Refer to Selma PD Policy and Procedure Manual 606 Agency Authored initial training Operation and deployment in accordance with provisions outlined in the FAA Certificate of Authorization.	
Type Description Quantity Capabilities Expected lifespan	Multi-Purpose Utility Trailer manufactured in 2005 Towed enclosed cargo utility trailer. 1 2 Axle trailer with a maximum gross weight of 7,000 pounds. N/A	
Manufacturer's description Purpose and authorized uses	Aluminum tube frame integrated sidewall commercial trailer. Utilized as an Incident Command Post in addition to other miscellaneous uses (e.g. DUI checkpoints, emergency operations, etc.) including the transportation of equipment.	
Fiscal impact Legal and procedural rules Required training Compliance mechanisms	Initial cost: Grant Annual cost: \$500 California Vehicle Code and Department of Motor Vehicles N/A N/A	

ORDINANCE NO. 2022-___

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SELMA ADOPTING A MILITARY EQUIPMENT USE POLICY

THE CITY COUNCIL FOR THE CITY OF SELMA HEREBY DOES ORDAIN:

SECTION 1. FINDINGS.

The City Council finds:

A. On September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481, which codified procedures of funding, acquisition and use of military equipment by law enforcement agencies under Government Code sections 7070 through 7075.

B. Assembly Bill 481 requires law enforcement agencies to obtain approval from the applicable governing body by ordinance adopting a military equipment use policy prior to taking certain actions relating to funding, acquisition, or use of military equipment.

C. Assembly Bill 481 allows a city council of a city to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it makes specified determinations pursuant to Government Code section 7071.

D. Assembly Bill 481 requires law enforcement agencies to annually submit to the applicable governing body a military equipment report for each approved type of military equipment for as long as the military equipment is available for use, and to make each annual report publicly available on its website for as long as the equipment is available for use.

E. Assembly Bill 481 requires a city council that has adopted an ordinance approving a military equipment use policy to annually review the military equipment report submitted by the law enforcement agency to determine whether each type of military equipment identified in the report continues to comply with the standard of approval.

F. Assembly Bill 481 requires a city council that has adopted an ordinance approving a military equipment use policy to annually review the ordinance and vote on whether to renew the ordinance at a regular meeting.

G. Policy 705 of the Selma Police Department Policy Manual has been prepared by the Selma Police Department as its proposed military equipment use policy, and it has been published on the Selma Police Department's internet website since ______, 2022.

H. A duly noticed public hearing was conducted by the City Council at its regular meeting on April ____, 2022, to consider Policy 705.

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SECTION 2. DETERMINATIONS.

A. Based on the above-findings and the information provided to the City Council at the public meeting, the City Council determines that Policy 705 of the Selma Police Department Policy Manual complies with standards for approval under Government Code section 7071:

1. The identified military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.

2. Policy 705 of the Selma Police Department Policy Manual will safeguard the public's welfare, safety, civil rights, and civil liberties.

3. The purchase and use of the identified military equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

4. All military equipment uses prior to the adoption of Policy 705 of the Selma Police Department Policy Manual complied with applicable Department policy in effect at that time, and will continue to conform with future compliance.

B. Policy 705 of the Selma Police Department Policy Manual is approved and adopted.

SECTION 3. This Ordinance shall take effect thirty (30) days after its adoption and will not be codified in the City's Municipal Code.

SECTION 4. The City Clerk is hereby directed to cause a summary of this Ordinance to be published by one insertion in a newspaper of general circulation in the community at least five (5) days prior to adoption and again fifteen (15) days after its adoption. If a summary of the ordinance is published, then the City Clerk shall cause a certified copy of the full text of the proposed ordinance to be posted in the office of the City Clerk at least five (5) days prior to the Council meeting at which the ordinance is adopted, and again after the meeting at which the ordinance is adopted. The summary shall be approved by the City Attorney.

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The foregoing Ordinance No. 2022-____ was introduced at a regular meeting of the City Council of the City of Selma held on ______, 2022, and was thereafter duly adopted at a regular meeting of said City Council held on ______, 2022, by the following vote, to wit:

AYES: NOES: ABSTAINING: ABSENT:

ATTEST:

APPROVED:

Reyna Rivera, City Clerk

Scott Robertson, Mayor

ITEM NO: 4.

SUBJECT: Consider purchase of three command vehicles for the Fire Department and authorize the City Manager or his designee to execute all necessary documents

DISCUSSION: The current Capital Improvement Plan (CIP) identifies the purchase of a command vehicle for the Fire Department during the 2021/2022 fiscal year. The approved amount for this purchase is \$75,000. This amount will cover the cost of a Chevrolet extended cab truck with a hard-shell cover for the bed, the appropriate emergency lighting, radios, and a storage area in the bed for command and firefighting equipment. Staff is requesting the purchase of two additional vehicles of the same configuration.

The vehicles will be used by the Department's Chief Officers to respond to EMS and Fire incidents. The trucks will provide the necessary space to properly store protective equipment and take advantage of technological advancements in firefighting capabilities. The two vehicles being replaced will be transferred to the police department to replace the aging Crown Victorias.

FISCAL IMPACT: There will be no impact to the General Fund for these purchases. The majority of funding (\$187,500) will come from reimbursement funds from the Fire Department's efforts during last year's COVID-19 hospital deployments. The remaining funds (\$37,500) will come from the Ambulance Fund.

<u>COST</u> : (Enter cost of item to be purchased)	BUDGET IMPACT: (Enter amount this non-budgeted item will impact this years' budget – if budgeted, enter NONE).
Up to \$75,000 per vehicle	Ambulance Fund: \$37,500 Strike Team Reimbursement: \$187,500.00
<u>FUNDING</u> : (Enter the funding source for this item – if fund exists, enter the balance in the fund).	<u>ON-GOING COST</u> : (Enter the amount that will need to be budgeted each year – if one- time cost, enter NONE).
Funding SourceAmbulance Fund \$37,500.00Strike Team Reimbursement funds: \$187,500.00Fund Balance:Ambulance Fund: \$4,168,734.33	None

<u>RECOMMENDATION:</u> Staff recommends that Council approve the purchase of three command vehicles for the Fire Department and authorize the City Manager or his designee to execute all necessary documents.

Robert Petersen, Fire Chief Fernando Santillan, City Manager -

1	DEAL #		13	TRADE #1		20 DOC FEE	85.00
2	DEAL DATE	03/17/2022	1,4	PAYOFF #1		21 WARR PREM	0.00
3	STOCK #	C42087 1	15	DEPOSIT		22 MAINT PREM	0.00
			16 0	CASH DOWN		23 GAP PREM	0.00
4	PRICE	41550.00 -	17 1	REBATE	500.00	24 PYMT DATE 05/	/01/2022
5	LOJACK 3	999.00	1	TOTAL DOWN	500.00		
	TOTAL AFTMR	T 999.00				AMT FINANCED 4	6445.99
6	REGISTERED	STATE CA	18 1	MSRP		FINANCE CHARGE	0.00
7	COUNTY CODE	E FR	19 1	BALLOON	0.00	TOT PAYMENTS 4	6445.99
8	COUNTY RATE	.725	1	ADJ BALLOON	0.00	TOT SELL PRICE 4	16945.99
9	TERM	1				GOVT FEES	698.75
10	RATE	0				TAXES	3613.24
11	DAYS	45	RO/I	PO #1	INS	5:	
12	PAY/YEAR	12	RO/I	PO #2	MED	40#1	
	STATUS		RO/I	PO #3	MEI	40#2	

(LINE#) (M=MODIFY) (?=CMD LIST) SHIFT F1=FKEYS BANK=CASH DEAL

MONTHLY PYMT () 46445.99

ITEM NO: 5.

SUBJECT: Consider authorizing the City Manager to enter into agreements with Gateway Engineering for engineering services related to various grant-funded projects.

BACKGROUND AND DISCUSSION: Gateway Engineering was formerly the City of Selma's contract City Engineer. After the City's contract with Gateway was terminated in 2021, the previous administration began negotiations with Gateway to complete several grant-funded projects which Gateway had assisted with securing funding for. Those projects, and their respective contract amounts, include:

- 1) Community Development Block Grant (CDBG) 2019-2020 Sidewalk Connectivity Project - \$44,000
- 2) Huntsman Ave. Widening Project \$500
- 3) AB 74 Storm Drain Project \$2,400
- 4) Transit-Oriented Development ("TOD") Grant Downtown and Civic Center Improvements - \$26,000
- 5) Community Development Block Grant (CDBG) 2020-2021 Downtown ADA Improvement Project - \$97,000
- 6) Congestion Mitigation and Air Quality (CMAQ) Grant Program Dinuba Ave/McCall Ave Signalization Project - \$182,000

Each of the above projects are at different stages, thus require different levels of assistance from Gateway. Projects 1-4 are far enough along in the construction or project close-out stages and would fall under the attached proposed Master Agreement with Gateway Engineering. Projects 5 and 6 require greater levels of engineering/design and thus staff is proposing separate sub-agreements so that any potential issues which are encountered with these projects do not cause delays with the other projects.

Additionally, there is a provision for up to \$7,500 for non-project specific services related to State reporting requirements and other miscellaneous engineering assistance as needed.

FISCAL IMPACT: Costs related to the proposed agreements will be funded through the grant funding received for each respective project, with the exception of up to \$7,500 in miscellaneous engineering services which would be paid for through General Fund Account 100, Department 5100 (Engineering), 600.400.000 (Professional Services).

<u>RECOMMENDATION</u>: Staff recommends that the City Council adopt the attached resolution approving and authorizing the City Manager to execute the Master Agreement and

Sub Agreements between the City of Selma and Gateway Engineering for engineering services related to various grant-funded projects.

Fernando Santillan, City Manager

CITY OF SELMA

MASTER PROFESSIONAL SERVICES AGREEMENT

This MASTER PROFESSIONAL SERVICES AGREEMENT ("Master Agreement") is made and effective as of April ___, 2022 ("Effective Date"), between the City of Selma, a municipal corporation ("City") and Gateway Engineering, Inc. ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties."

RECITALS

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

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

1. <u>TERM</u>

This Agreement shall commence on the Effective Date and shall remain and continue in effect until tasks necessary for the completion of the projects listed in Section 2 have been completed, 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 as necessary for the projects referenced below ("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 Master Agreement and Exhibit A, the terms of this Master Agreement shall prevail. Specifically, this Master Agreement shall govern the performance of the following projects ("Projects"):

- i. Community Development Block Grant 2019-2020 Sidewalk Connectivity (construction administration and observation services).
- ii. Huntsman Ave. Widening (construction-related services).
- iii. AB 74 Storm Drain Project (work beyond approval of Phase 1 only).
- iv. Transit-Oriented Development ("TOD") Grant-Downtown and Civic Center improvements (construction-related services).
- v. Non-Project Specific Services

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(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 Master 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 Engineering 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 Master Agreement,

(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, or designee, shall represent the City in all matters pertaining to the administration of this Master 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. <u>PAYMENT</u>

(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, on a not-to-exceed basis as set forth in the Rate Schedule.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Master 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. <u>SUSPENSION OR TERMINATION OF AGREEMENT</u>

(a) This Master Agreement may not be terminated by the City except for a substantial breach of this Agreement. In the event that the City believes that Consultant has breached this Agreement, the City shall provide written notification of the alleged breach to Consultant. Consultant shall have ten (10) days from receipt of the written notice in which to cure the alleged breach. If the Parties cannot agree on whether a breach of this Agreement has occurred, the Parties shall mediate the dispute in an attempt to resolve the dispute. If the mediation is unsuccessful, the City may terminate this Master Agreement but shall remain liable for any potential damages that result from the termination of this Master Agreement.

(b) In the event this Master 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. Upon termination of this Master Agreement pursuant to this Section, the Consultant shall submit an invoice to the City pursuant to Section 4 of this Master 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 Master 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 Master 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 Master Agreement shall become the sole property of the City and may be used, or otherwise disposed of by the City without the permission of the Consultant. In the event of termination or suspension, with the use of the documents and files, the City agrees to indemnify and hold harmless, to the fullest extent permitted by law, Gateway Engineering, Inc., its officers, directors, employees or subconsultants, against any and all damages, liabilities or costs, including reasonable attorneys' fees that may arise from use of 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

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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 Master Agreement, shall be and remain the property of the City. Drawings, designs, recommendations and reports not stamped and signed by a registered professional shall not be utilized for the intended use.

7. INDEMNIFICATION

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 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 Master Agreement. The duty to indemnify, protect, defend, and hold harmless shall apply except to the extent that the loss, liability, damage, cost, and/or expense is caused by the sole negligence or willful misconduct of the City. The duty to defend shall commence immediately upon the tendering of a claim or action that has the potential to trigger Consultant's obligations under this section.

8. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Master 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 Master 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 Master 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 Master 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.

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10. NOTICES

Any notices which either party may desire or are required to give to the other party under this Master 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 7404 N. Spalding Avenue Fresno, CA 93720
To Consultant:	Gateway Engineering Inc. Attn: Daniel Bond, PE 405 Park Creek Drive Clovis, CA 93611

11. ASSIGNMENT

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

Before retaining or contracting with any subconsultant for any services under this Master 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 Master 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 subconstultant as it would be if Consultant had performed the Services itself. Nothing in this Master 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

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Parties for any claims arising from, or related to, the services performed by a subconsultant under this Master Agreement.

12. GOVERNING LAW/ATTORNEY 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 Master Agreement. Any litigation concerning this Agreement shall take place in Superior Court for the County of Fresno. If any action at law or suit in equity is brought to enforce or interpret the provisions of this Master Agreement, or arising out of or relating to the Services provided by Consultant under this Master 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.

13. ENTIRE AGREEMENT

Except for stand-alone agreements between the Parties for specific projects not listed above in Section 2(a), this Master Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Master Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Master 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 Master 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.

14. 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.

15. <u>COUNTERPARTS</u>

This Master 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.

16. 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

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of this Master Agreement.

17. 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.

18. 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.

19. AUTHORITY TO EXECUTE THIS MASTER AGREEMENT

The person or persons executing this Master 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" Gateway Engineering, Inc.

By:

Fernando Santillan, City Manager

By: _____ Daniel Bond, PE, President

Attest:

By: ______ Reyna Rivera, City Clerk

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Approved as to form:

By: ______ Mary F. Lerner, City Attorney

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

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EXHIBIT A

SCOPE OF SERVICES

Consultant shall perform one or more the following services, as agreed upon with the City, as necessary for the completion of the Projects:

Consultation on development projects/permits: Consultant shall review project plans and proposals by private parties, for compliance with City Code and other applicable requirements. Consultant shall meet with residents, contractors, developers, engineers, etc. as requested.

Construction management and observation.

Provide services on grant management: Consultant shall assist in grant management for regional, state, and federal programs.

Provide permit review and inspection services: Consultant shall be available to review various types of permit applications for private utility improvements, residential/commercial improvement and other common permit applications. Consultant shall conduct site inspections associated with such permits and applications as needed.

Analyze/study improvement projects: Consultant will be required to prepare preliminary engineering analysis, cost estimates and feasibility studies for various Public Works improvements.

Prepare bid/contracts: Consultant will be requested to prepare detailed plans, specifications, bid and contract documents for Public Works construction projects, including State, Federal, and Community Development Block grant projects. In addition, the Consultant will prepare a final cost estimate, required applications of approval of the construction by other governmental agencies, and assist the City in negotiating the acquisition of any necessary right-of-way or easement.

Capital project tracking: Consultant will track and monitor project status and specific milestone completion. Consultant will facilitate discussions and decisions necessary to keep projects on schedule.

Monitor budgets: Consultant will process payments for all State, Federal, and local grant funding, monitor budget expenditures and assist with review of contracts, proposals, invoices, and purchase orders.

Document management: Consultant will create and store computer files, paper copies, and other types of records and files of work performed for the City using the systems designated by the Assistant City Manager.

Geographic Information System (GIS): Consultant will create GIS files as requested for specific projects within the scope of this agreement.

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EXHIBIT B

RATE SCHEDULE

Fee Proposal

Consultant proposes to perform the above-referenced scope of services for the Project pursuant to the following rate schedule, not to exceed the following amounts:

CDBG 2019-2020 Sidewalk Connectivity: \$44,700 Huntsman Ave Widening: \$500 AB 74 Storm Drain Project: \$2,400 TOD Grant-Downtown and Civic Center improvements: \$26,000 Non-Project Specific Services: \$7,500

Employee Classification	Hourly Rate
Senior Engineer	\$170 / hr
Senior Land Surveyor	\$170 / hr
Associate Engineer	\$140 / hr
Associate Land Surveyor	\$130 / hr
Staff Engineer	\$110/hr
Engineering Tech	\$100 / hr
Land Surveying Tech	\$110/hr
Assistant Engineering Tech	\$ 80 / hr
Assistant Surveying Tech	\$ 75 / hr
GIS Technician	\$ 80 / hr
Clerical	\$ 70 / hr
Expert Witness	\$300 / hr
Survey Crews (Non-Prevailing Wage)	Hourly Rate
One man crew	\$160 / hr
Two-man crew	\$240 / hr
Survey Crews (Prevailing Wage)	Hourly Rate
One man crew	\$225 / hr
Two-man crew	\$300 / hr
Reimbursable Expenses	Actual cost +1

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5%

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, \$4,000,000.00 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

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

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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.

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF SELMA

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of April ___, 2022 ("Effective Date"), between the City of Selma, a municipal corporation ("City") and Gateway Engineering, Inc. ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, City desires to engage Consultant to perform the services described herein for the Community Development Block Grant ("CDBG") 2020-21 Downtown Americans with Disabilities Act ("ADA") Improvements project ("Project"), 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. <u>TERM</u>

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

2. SERVICES

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

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

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

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(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, or designee, 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 Ninety-Six Thousand Three Hundred Dollars (\$96,300) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

5. SUSPENSION OR TERMINATION OF AGREEMENT

(a) This Agreement may not be terminated by the City except for a substantial breach of this Agreement. In the event that the City believes that Consultant has breached this Agreement, the City shall provide written notification of the alleged breach to Consultant. Consultant shall have ten (10) days from receipt of the written notice in which to cure the alleged breach. If the Parties cannot agree on whether a breach of this Agreement has occurred, the Parties shall mediate the dispute in an attempt to resolve the dispute. If the mediation is unsuccessful, the City may terminate the Agreement but shall remain liable for any potential damages that result from the termination of the 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. 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, or otherwise disposed of by the City without the permission of the Consultant. In the event of termination or suspension, with the use of the documents and files, the City agrees to indemnify and hold harmless, to the fullest extent permitted by law, Gateway Engineering, Inc., its officers, directors, employees or subconsultants, against any and all damages, liabilities or costs, including reasonable attorneys' fees that may arise from use of the documents and files. 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. Drawings, designs, recommendations and reports not stamped and signed by a registered professional shall not be utilized for the intended use.

7. INDEMNIFICATION

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 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. The duty to indemnify, protect, defend, and hold harmless shall apply except to the extent that the loss, liability, damage, cost, and/or expense is caused by the sole negligence or willful misconduct of the City. The duty to defend shall commence immediately upon the tendering of a claim or action that has the potential to trigger Consultant's obligations under this section.

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. 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 7404 N. Spalding Avenue Fresno, CA 93720

To Consultant:

Gateway Engineering Inc. Attn: Daniel Bond, PE 405 Park Creek Drive Clovis, CA 93611

11. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, 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 subconstultant 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.

12. 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 Superior Court of the County of Fresno, 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.

13. 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.

14. 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.

15. <u>COUNTERPARTS</u>

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.

16. 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.

17. 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.

18. <u>REMEDIES</u>

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

Page 6 of 12

remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

19. 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" Gateway Engineering, Inc.

By: Fernando Santillan, City Manager By: _

Daniel Bond, PE, President

Attest:

Ву: _____ Reyna Rivera, City Clerk

Approved as to form:

By:

Mary F. Lerner, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES

Project: CDBG 2020-21 Downtown ADA Improvement Project

Scope of Services

See attached "Proposal for Downtown Sidewalk ADA Improvements CDBG Project F/Y 2020-2021" - **\$52,300**

Additional Services: Bidding, Construction Observation, Administration and Inspection, up to **\$44,700**

Exclusions

EXHIBIT B

RATE SCHEDULE

Fee Proposal

Consultant proposes to perform the above-referenced scope of services for the Project not to exceed the lump sum fee of _____, pursuant to the following rate schedule:

Employee Classification	Hourly Rate
Senior Engineer Senior Land Surveyor Associate Engineer Associate Land Surveyor Staff Engineer Engineering Tech Land Surveying Tech Assistant Engineering Tech Assistant Surveying Tech GIS Technician Clerical Expert Witness	\$170 / hr \$170 / hr \$170 / hr \$140 / hr \$130 / hr \$100 / hr \$100 / hr \$100 / hr \$ 80 / hr \$ 75 / hr \$ 80 / hr \$ 70 / hr \$300 / hr
Survey Crews (Non-Prevailing Wage)	Hourly Rate
One man crew Two-man crew	\$160 / hr \$240 / hr
Survey Crews (Prevailing Wage)	Hourly Rate
One man crew Two-man crew	\$225 / hr \$300 / hr
Reimbursable Expenses	Actual cost +15%

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, \$4,000,000.00 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

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

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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.

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

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

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

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

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

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

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

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

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

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

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.



February 4, 2021

City of Selma 1710 Tucker Street Selma, CA 93662

Subject: Proposal for Downtown Sidewalk ADA Improvements CDBG Project F/Y 2020-2021

Dear Isaac:

Thank you for the opportunity to submit this proposal to provide engineering services for the fiscal year 2020-21 CDBG project. Outlined below is a summary of our assumptions, our proposed scope of services, exclusions, schedule, and fee proposal:

Assumptions

• The proposed project includes design for construction of concrete improvements including sidewalks, curbs, gutters, and curb ramps where damaged, missing or out of compliance with the Americans with Disabilities Act within the limits shown on the attached exhibit.

Scope of Services

- Process bid documents to approval with the County of Fresno.
- Perform Construction staking
- Construction engineering services will be performed as part of Gateway's time onsite as part of our City Engineering Contract.

Exclusions

The following are specifically excluded from our scope of services:

- Geotechnical investigation and report
- Bidding performed with City Engineering services
- Day to day construction inspection

Fee Proposal

Gateway Engineering, Inc. proposes to perform the above referenced scope of services based upon the following fee schedule:

- Prepare Construction Documents \$43,500
- Construction Staking \$ 8,800

We will invoice monthly based upon as estimated percentage of completion. Please do not hesitate to contact me if you have any questions or if additional information is required for your review.

Sincerely,

Daniel K. Bond, PE RCE 57,133

CITY OF SELMA

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of April __, 2022 ("Effective Date"), between the City of Selma, a municipal corporation ("City") and Gateway Engineering, Inc. ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, City desires to engage Consultant to perform the services described herein for the Dinuba-McCall Signalization project ("Project") for the Congestion Mitigation and Air Quality ("CMAQ") program, 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. <u>TERM</u>

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, 2025 unless sooner terminated pursuant to the provisions of this Agreement.

2. <u>SERVICES</u>

(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 Engineering 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,

Page 1 of 12

(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 Eight Two Thousand Dollars (\$182,000) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

5. SUSPENSION OR TERMINATION OF AGREEMENT

(a) This Agreement may not be terminated by the City except for a substantial breach of this Agreement. In the event that the City believes that Consultant has breached this Agreement, the City shall provide written notification of the alleged breach to Consultant. Consultant shall have ten (10) days from receipt of the written notice in which to cure the alleged breach. If the Parties cannot agree on whether a breach of this Agreement has occurred, the Parties shall mediate the dispute in an attempt to resolve the dispute. If the mediation is unsuccessful, the City may terminate the Agreement but shall remain liable for any potential damages that result from the termination of the 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. 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, or otherwise disposed of by the City without the permission of the Consultant. In the event of termination or suspension, with the use of the documents and files, the City agrees to indemnify and hold harmless, to the fullest extent permitted by law, Gateway Engineering, Inc., its officers, directors, employees or subconsultants, against any and all damages, liabilities or costs, including reasonable attorneys' fees that may arise from use of the documents and files. 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. Drawings, designs, recommendations and reports not stamped and signed by a registered professional shall not be utilized for the intended use.

7. INDEMNIFICATION

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 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. The duty to indemnify, protect, defend, and hold harmless shall apply except to the extent that the loss, liability, damage, cost, and/or expense is caused by the sole negligence or willful misconduct of the City. The duty to defend shall commence immediately upon the tendering of a claim or action that has the potential to trigger Consultant's obligations under this section.

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. 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 7404 N. Spalding Avenue Fresno, CA 93720

To Consultant:

Gateway Engineering Inc. Attn: Daniel Bond, PE 405 Park Creek Drive Clovis, CA 93611

11. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, 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 subconstultant 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.

12. <u>GOVERNING LAW/ATTORNEYS' FEES</u>

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 Superior Court of the County of Fresno, 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. <u>REMEDIES</u>

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

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remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

19. 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" Gateway Engineering, Inc.

By:

Ву: _

Fernando Santillan, City Manager

Daniel Bond, PE, President

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

Project: Dinuba-McCall Signalization (CMAQ) Project

Scope of Services

See attached "Proposal - McCall Avenue & Dinuba Avenue – Traffic Signal Improvements – CML-5096(040)"

EXHIBIT B

RATE SCHEDULE

Fee Proposal

Consultant proposes to perform the above-referenced scope of services for the Project not to exceed the lump sum fee of \$182,000, pursuant to the following rate schedule:

Employee Classification	Hourly Rate
Senior Engineer	\$170 / hr
Senior Land Surveyor	\$170 / hr
Associate Engineer	\$140 / hr
Associate Land Surveyor	\$130 / hr
Staff Engineer	\$110/hr
Engineering Tech	\$100 / hr
Land Surveying Tech	\$110/hr
Assistant Engineering Tech	\$ 80 / hr
Assistant Surveying Tech	\$ 75 / hr
GIS Technician	\$ 80 / hr
Clerical	\$ 70 / hr
Expert Witness	\$300 / hr
Survey Crews (Non-Prevailing Wage)	Hourly Rate
One man crew	\$160 / hr
Two-man crew	\$240 / hr
Survey Crews (Prevailing Wage)	Hourly Rate
One man crew	\$225 / hr
Two-man crew	\$300 / hr
Reimbursable Expenses	Actual cost +15%

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, \$4,000,000.00 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

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

Page 10 of 12

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.

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

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

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

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

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

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

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

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

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

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

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.



March 2, 2022

Fernando Santillan City Manager, City of Selma 1710 Tucker Street Selma, CA 93662

Subject: McCall Avenue & Dinuba Avenue – Traffic Signal Improvements – CML-5096(040) Selma, CA

Dear Fernando:

Project Understanding

The intersection of McCall and Dinuba Avenues is currently a 4-way stop. A Traffic Signal will be designed to improve traffic flow at the existing congested four-way stop intersection.

As Gateway Engineering is no longer the City Engineer, some of the duties as listed below that would've normally been done while acting as the City Engineer at City Hall will have to be completed by the current City Engineer. An optional fee has been provided on a Time and Materials basis if these services are to be completed by Gateway Engineering.

Scope of Services

PE Phase:

- 1. Perform boundary and topographic survey including identification of all rights-of-way, property lines, easements and topography needed for design.
- 2. Prepare legal descriptions and exhibits for Right of Way acquisition. It is assumed that the current City Attorney will handle the right of way acquisition process and eminent domain process (if required) thereafter. Right of way acquisition appraisals are also to be handled by the City attorney.
- 3. Prepare Storm Water Pollution Prevention Plan.
- 4. The project will require the acquisition of a new point of electrical service from PG&E. As a result, Gateway will complete and coordinate the PG&E Rule 16 to obtain a new point of electrical service for the new traffic signal. The power source will be capable of outputting 120/240 single phase power.
 - o <u>Deliverables</u>: Complete and coordinate the PG&E Rule 16 point of service application
- 5. 65% Design PS&E (Plans Specifications & Estimates):
 - Prepare street improvement plans including drainage, signing and striping design (PS&E).
 - Prepare the Traffic Signal with Advance Flashing Beacon design plans. The plans will provide the layout of the intersection geometries, traffic signal equipment, advance flashing beacons, including locations of poles, and type of vehicular signals, etc. Within

405 Park Creek Drive, Clovis, CA 93611 P 559.320.0344 the 65% submittal a conductor schedule would be included as a placeholder, but it would be unfilled.

- Coordinate with City and County staff, as necessary, for review of the initial 65% submittals.
- Designs shall be in accordance with the City's and County's current design standards, and Caltrans Standard Plans and Specifications.
- <u>Deliverables</u>: Four full size bond sets of the 65% signal, signage and striping, and street improvement plans and one electronic PDF, construction cost estimate, and special provisions.
- 6. 90% Design PS&E:
 - o Coordinate with City and County, as necessary, for review of the 65% submittal.
 - Review and revise the 65% design plans to adhere to the City and County comments and discussions.
 - o Complete the signal equipment and conductor schedule for the proposed traffic signal.
 - Review and revise the 65% construction cost estimate and prepare the special provisions.
 - <u>Deliverables</u>: Four full size bond sets of the 90% signal plans and one electronic PDF, construction cost estimate, and special provisions.
- 7. Final Designs PS&E
 - o Coordinate with City and County for review of the plans and special provisions.
 - Review and revise the 90% design plans based on comments and discussions with City and County staff.
 - Prepare final construction drawings, special provisions, and final construction cost estimate(s).
 - Submit final plans, construction cost estimate and special provisions.
 - Provide one set of reproducible drawings signed and sealed by the registered civil engineer in accordance with California State law.
 - <u>Deliverables</u>: One set of Final Mylar plans, project special provisions, construction cost estimate, including an electronic version of the electrical plans, special provisions, and estimate.

Bidding Phase:

This scope assumes that Advertising and the Bidding packages will be the City's responsibility and that reproduction is not included in this contract. Bidding support is proposed to be completed on a time and materials basis pursuant to the attached rate schedules. Gateway will be available to answer questions and assist with addendums if needed, during the bidding process. Addenda will be stamped and signed by project Civil Engineer.

> 405 Park Creek Drive, Clovis, CA 93611 P 559.320.0344

April 18, 2022 Council Packet

Construction Phase:

Construction support is proposed to be completed on a time and materials basis pursuant to the attached rate schedules. A budgetary number is provided in alignment with the originally approved CMAQ application. This phase includes the following services:

- Provide on-going consultation and interpretation of contract documents as required and review proposed change orders if requested by the Client.
- Review submittals and shop drawings, when requested by the Client and provide construction assistance as required.
- Provide Construction staking to the awarding Contractor. Any re-staking will be at the the cost of the awarding Contractor.
- Provide Construction testing and inspection services during the course of construction.

Services Not Included

The following are specifically excluded from our scope of services.

- ISO illumination studies are not included in the scope of work.
- Signal interconnect (other than via wireless methods) is not included in the scope of work.
- Potholing is not included in the scope of work; however, it is recommended that the mast arm
 pole locations be potholed prior to finalizing the plans to ensure that there will not be
 underground utility conflicts.
- As-Builts plans are not included in the scope of work.
- Signal timing plans is not included in the scope of work.
- Upfront specifications including items Divisions 00 & 01 will be completed by the City Engineer.
- Acquisition of property title information
- Geotechnical report including R-values to be performed by others.
- Design of offsite improvements (other than those mentioned above)
- Acquisition of permits
- Payment of fees
- Preparation of maps and other survey documents not specifically listed in the scope of services.
- Preparation of landscaping and irrigation design
- Preparation of gas, electrical and lighting design other than those specifically listed above.
- Design and specification of site fencing, furniture, etc.
- Any design related to private irrigation facilities.

405 Park Creek Drive, Clovis, CA 93611 P 559.320.0344

April 18, 2022 Council Packet

Fee Proposal

Gateway Engineering, Inc. proposes to perform the above referenced engineering scope of services for the following lump sum fees. We will invoice monthly based upon an estimated percent complete.

PE Phase \$ 105,200
 Bidding Phase \$ T&M (Based upon the attached fee schedule)
 Construction Phase \$ 70,200 (T&M Budget Value Per original application)
 As-Built Plans (If requested) \$ 4,500

Agreement

We are prepared to execute the City's standard Consultant Services Agreement.

Schedule

We are prepared to begin work immediately upon your acceptance of this proposal, and execution of the consultant services agreement.

We appreciate the opportunity to serve as a member of your team and we look forward to working with you on this project. If you have any questions or comments, or if you require additional information, you are welcome to contact me any time.

Respectfully,

Amb Day 57

Joseph D. Daggett, CE 71873, LS 8861

405 Park Creek Drive, Clovis, CA 93611 P 559.320.0344

April 18, 2022 Council Packet

Fernando Santillan

To:
Subject:

Daniel Bond RE: Gateway Contracts

From: Daniel Bond <dan@gatewayeng.com> Sent: Thursday, March 3, 2022 9:20 AM To: Fernando Santillan <FernandoS@cityofselma.com> Subject: Gateway Contracts

Fernando:

I apologize for the delay in getting back to you on these items. **Second Second Second Second** just got back into the office this week and got this proposal put together for the McCall and Dinuba intersection project. Please see his email to me in the email chain below with an explanation of the attachments provided.

A copy of the signed contract for the 2019-20 CDBG project is attached as requested. That project has an allowance for 90 working days from the date of the notice to proceed for completion of the work, which equates out to 64 working days. Assuming provision of full-time inspection for that period, plus attendance of the bid opening, preconstruction meeting, three site visits for the engineer, preparation of a punch list and final inspection, we propose a not to exceed time and materials budget of \$44,700. Construction staking is already included in our existing contract.

A copy of the original proposal for the 2020-21 CDBG project is also attached for your reference. I expect that project to have the same 90 working day allowance for construction. Assuming the same scope and timeline, we propose the same not to exceed time and materials budget of \$44,700. Construction staking is already included in our existing contract proposal. (Add \$43,500 + \$8,800 from 2/4/21 proposal) = Total: \$97,000

A copy of the signed contract for the TOD project is attached. That project has an allowance for 45 working days from the date of the notice to proceed for completion of the work, which equates out to 32 working days. Assuming provision of full-time inspection for that period, plus attendance of the bid opening, preconstruction meeting, two site visits for the engineer, preparation of a punch list and final inspection, we propose a not to exceed time and materials budget of \$26,000. Minimal construction staking is expected and one trip is budgeted in this fee.

I don't expect any of these projects to require full time inspection or the full duration, but we need to have adequate budget available based upon the scope and timelines we are obligating ourselves to.

Thank you, Dan

Daniel K. Bond, PE

GATEWAY ENGINEERING, INC. 405 Park Creek Drive, Clovis, CA 93611 Phone: 559.320.0344 ext. 11 email: dan@gatewayeng.com From: Joey Daggett <joey@gatewayeng.com> Sent: Thursday, March 3, 2022 8:13 AM To: Daniel Bond <<u>dan@gatewayeng.com</u>> Subject: FW: Dinuba & McCall Intersection Project

Dan,

Attached is a formal proposal. It breaks down the fees as outlined in the original CMAQ application that was awarded. The application was signed by Teresa on 11/15/19. I've also attached the program supplement agreement, Finance Letter, Approved E-76, and Project Authorization Request.

Please forward this to Fernando when ready.

Thanks

Joey

Joseph D. Daggett, PE, PLS

GATEWAY ENGINEERING, INC. 405 Park Creek Drive, Clovis, CA 93611 Office: 559.320.0344 ext. 12 | Fax: 559.320.0345 email: joey@gatewayeng.com

RESOLUTION NO. 2022 – ____R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA APPROVING AND AUTHORIZING GRANT FUNDED ENGINEERING SERVICES WITH GATEWAY ENGINEERING INC.

WHEREAS, Gateway Engineering, Inc. "Gateway" previously served as the City Engineer for the City of Selma "City"; and

WHEREAS, previous administration began negotiations with Gateway to complete several grant-funded projects which Gateway had assisted with securing funding for; and

WHEREAS, the grant-funded projects 1-4 are included under the proposed Master Agreement and projects 5 and 6 are included in separate sub-agreements. Those projects are listed below:

- 1) Community Development Block Grant (CDBG) 2019-2020 Sidewalk Connectivity Project - \$44,000
- 2) Huntsman Ave. Widening Project \$500
- 3) AB 74 Storm Drain Project \$2,400
- 4) Transit-Oriented Development ("TOD") Grant Downtown and Civic Center Improvements - \$26,000
- 5) Community Development Block Grant (CDBG) 2020-2021 Downtown ADA Improvement Project - \$97,000
- 6) Congestion Mitigation and Air Quality (CMAQ) Grant Program Dinuba Ave/McCall Ave Signalization Project - \$182,000

WHEREAS, costs related to the proposed agreements will be funded through the grant funding received for each respective project.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The foregoing facts are true and correct.

2. The City Council hereby accepts and approves the attached proposals by Gateway Engineering, Inc. at the lump sum fee proposed and authorizes the performance of that work by Gateway Engineering and directs the payment on presentation of the monthly invoices based upon estimated percentage of completion of the work.

* * * * * * * *

I, Reyna Rivera, City Clerk to the City of Selma do hereby certify that the foregoing Resolution was approved at a regular meeting of the City Council of the City of Selma on the 18th day of April 2022, by the following vote:

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

Scott Robertson, Mayor of the City of Selma

ATTEST:

Reyna Rivera City Clerk of the City of Selma

ITEM NO: 6.

SUBJECT: Banners and Flags on Public Rights of Way and Streetlight Poles

BACKGROUND:

At the March 21, 2022, City Council meeting, Council gave direction to staff to develop a policy regarding the placement of banners and flags on streetlights in the downtown area. Council's further direction was to ensure that proposed banners and flags were not obscene and did not violate state or federal law.

After further review of the Selma Municipal Code, staff found that the requested policy currently exists within the Selma Municipal Code, as described below.

DISCUSSION:

Given that there is an existing policy and process governing placement of flags and banners on city-owned property and public rights-of-way consistent with the Council's direction, City staff recommends making only minor revisions to the existing policy for clarity. The exception, consistent with Council's direction given at the March 21st meeting, is that referrals by staff or appeals regarding non-commercial signs (flags/banners/pennants, etc.) would be heard by the City Council, instead of the Planning Commission (as currently outlined in the Municipal Code). All other appeals (i.e. commercial signs), after an initial decision or referral by the Community Development Director, would go to the Planning Commission.

Definition of Signs

Within the Selma Municipal Code, banners fall within the definition of a sign, though staff recommends adding the word "flags" to maintain consistency with other sections of the Code.

(proposed revisions in red) (highlighted sections for emphasis only)

Title XI, Chapter 1:

11-1-1: ZONING DEFINITIONS; PURPOSE:

SIGN: Any visual device or representation designed and used for the purpose of identifying or attracting attention to a premises, product, service, person or event. The term "sign" includes, but is not limited to, <u>flags</u>, banners, pennants, streamers, unusual paint, color, nonstructural displays, architectural projections, displays of goods or services when located outside a building and other similar devices or ploys.

Prohibitions of Placement of Signs on Public Property

Title XI, Chapter 28 (Sign Regulations) does not allow for temporary noncommercial signs, including religious, civic, cultural, and political signs, to be placed on "any public property, in the public right of way, publicly owned sign, utility pole, fire hydrant, or similar fixture".

Title XI, Chapter 28:

11-28-3: EXEMPT SIGNS:

(A) The following signs, if not illuminated and unless specifically provided for, shall be exempt from filing a sign application, however, they shall comply with all other applicable requirements of this Chapter:

4. Temporary signs for the purpose of announcing civic events sponsored by the City and/or the Chamber of Commerce.

5. One each national, State and corporate flag, provided that the flags are displayed properly and comply with the United States Flag Code.

6. Holiday decorations, provided that they are appropriate to the holiday they represent and such decorations are not displayed in excess of an aggregate of ninety (90) days.

14. Temporary noncommercial signs including, but not limited to, religious, charitable, civic, homeowner association, educational, cultural, or political signs, provided that such signs comply with the following regulations:

- (a) Such signs shall not exceed thirty two (32) square feet per sign face.
- (b) No such sign shall be posted for a period of more than thirty (30) days before an event or sixty (60) days before an election and all such signs shall be removed within seven (7) days of the completion of the event or election.
- (c) Such signs shall not be stuck, glued, painted, pasted, posted, nailed, stapled or otherwise attached to any public property, in the public right of way, publicly owned sign, utility pole, fire hydrant or similar fixture. It shall be unlawful to erect a sign or direct the erection of a sign without the permission of the property owner.

11-28-4: GENERAL PROVISIONS:

- ...
- (D) Obstruction Of Public Passage: No sign shall be erected so as to obstruct any door, fire escape or other emergency exit of any building. No sign shall be erected in any public right of way.

•••

Signs not expressly permitted in this chapter are prohibited, as indicated in Section 11-28-5 (Prohibited Signs):

11-28-5: PROHIBITED SIGNS:

(A) In addition to any sign not specifically permitted in accordance with this Chapter, the following signs shall be prohibited:

5. Pennants, banners and flags except as specifically permitted by this Chapter.

7. Signs that display a message, graphic presentation, or other image that is obscene as defined by section 311 of the California Penal Code.

11-28-2: PERMIT REQUIREMENTS AND INSPECTIONS:

(A) Administration: It shall be the duty of the Community Development Department to enforce the provisions of this chapter.

(F) Approval Of Sign Reviews: The Community Development Department shall approve, conditionally approve or deny a sign review application based on the following criteria:

- 1. The application has been properly made; and
- 2. The sign complies with the laws of the City; and
- 3. The permit fee has been paid; and
- 4. The sign's location and copy does not create a potential visibility or safety hazard; and
- 5. The sign does not require a conditional use permit as required by this Title.

(G) Referral To Planning Commission or City Council: The Community Development Director, at their discretion, may refer any application for a <u>commercial sign</u> to the Planning Commission, which may approve, conditionally approve, or deny the sign application in accordance with the criteria listed above. <u>Non-commercial signs may be referred, at the</u> <u>Community Development Director's discretion, to the City Council for</u> <u>approval, conditional approval, or denial of the sign application in</u> <u>accordance with the criteria listed above.</u>

(H) Action On Application: If a sign application is denied, the Community Development Department shall provide written notice of the denial to the applicant after the decision is rendered. The applicant may appeal any decision of the Community Development Director to the Planning Commission or City Council, as appropriate, pursuant to Section (G) and the provisions of the appeals portion of this Chapter (subsection 11-28-2(I)).

If a sign is approved, the applicant shall obtain any required permits from the Building Division prior to installing, altering or relocating any sign.

(I) Appeals:

1. The applicant or any aggrieved person may appeal a decision, on an item pertaining to this Chapter, made by the Community Development Director to the Planning Commission for commercial signs, or to the City Council for non-commercial signs. Such an appeal shall be filed in writing, in the format prescribed by the Community Development Director, not later than ten (10) calendar days after a decision has been rendered. The appeal shall be accompanied by the fee required for an "Appeal of a Staff Decision, Minor" and any pertinent data the appellant wishes to submit. The appeal shall be scheduled for the next regular Planning Commission or City Council meeting, respectively, provided the meeting is at least fourteen (14) calendar days from the date of the appeal. If the next meeting is sooner than fourteen (14) days, the appeal shall be scheduled for the meeting following the next scheduled meeting.

2. The applicant or any aggrieved person may appeal a decision, on an item pertaining to this Chapter, made by the Planning Commission to the City Council. Such an appeal shall be filed in writing, in the format prescribed by the Community Development Director, not later than ten (10) calendar days after a decision has been rendered by the Planning Commission. The appeal shall be accompanied by the fee required for an "Appeal of a Planning Commission Decision" and any pertinent data the appellant wishes to submit. The appeal shall be scheduled for the next regular City Council meeting provided the meeting is at least fourteen (14) calendar days from the date of appeal. If the next meeting is sooner than fourteen (14) days, the appeal shall be scheduled for the meeting following the next scheduled meeting. (Ord. 95-9, 8-7-95)

NEXT STEPS:

Staff recommends that the City Council adopt the proposed revisions to the Selma Municipal Code regarding the approval of signs, including banners and flags, consistent with the City Council's previous direction. As the policy-making body, the Council may also provide direction to staff regarding implementation of a new policy, developed by the City Council, which overrides the existing policy.

RECOMMENDATION: Introduce and Waive First Reading of Proposed Amendment to an Ordinance which amends Title XI, Chapters 1 (Zoning) and 28 (Sign Regulations) which addresses flags and banners on City property and provides for an appeal process to the City Council for non-commercial signs.

Fernando Santillan, City Manager

ORDINANCE NO. 2022 - ____

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SELMA AMENDING SECTIONS 11-1-1 OF CHAPTER 1 AND SECTION 11-28-2 OF CHAPTER 28, BOTH OF TITLE XI OF THE CITY OF SELMA MUNICIPAL CODE PERTAINING TO PUBLIC DISPLAY OF FLAGS

THE CITY COUNCIL FOR THE CITY OF SELMA HEREBY DOES ORDAIN:

SECTION 1. The following amendments shall be made to the City of Selma Municipal Code:

11-1-1: Zoning Definitions.

Whenever the following words and terms are used in this title, they shall have the meanings herein ascribed to them unless the content makes such meaning repugnant thereto:

SIGN: Any visual device or representation designed and used for the purpose of identifying or attracting attention to a premises, product, service, person or event. The term "sign" includes, but is not limited to, flags, banners, pennants, streamers, unusual paint, color, nonstructural displays, architectural projections, displays of goods or services when located outside a building and other similar devices or ploys.

11-28-2: Permit Requirements and Inspections.

(G) Referral to Planning Commission or City Council: The Community Development Director, at their discretion, may refer any application for a commercial sign to the Planning Commission, which may approve, conditionally approve, or deny the sign application in accordance with the criteria listed above. Non-commercial signs may be referred, at the Community Development Director's discretion, to the City Council for approval, conditional approval, or denial of the sign application in accordance with the criteria listed above.

(H) Action on Application: If a sign application is denied, the Community Development Department shall provide written notice of the denial to the applicant after the decision is rendered. The applicant may appeal any decision of the Community Development Director to the Planning Commission or City Council, as appropriate, pursuant to Section (G) and the provisions of the appeals portion of the Chapter (subsection 11-28-2 (I).)

If a sign is approved, the applicant shall obtain any required permits from the Building Division prior to installing, altering or relocating any sign.

- (I) Appeals:
- 1. The applicant or any aggrieved person may appeal a decision, on an item pertaining to this Chapter made by the Community Development Director to the Planning Commission for commercial signs, or to the City Council for non-commercial signs. Such an appeal shall be filed in writing, in the format prescribed by the Community Development Director, not later than ten (10) calendar days after a decision has been rendered. The

appeal shall be accompanied by the fee required for an "Appeal of a Staff Decision, Minor" and any pertinent data the appellant wishes to submit. The appeal shall be scheduled for the next regular Planning Commission or City Council meeting, respectively, provided the meeting is at least fourteen (14) days from the date of the appeal. If the next meeting is sooner than fourteen (14) days, the appeal shall be scheduled for the meeting following the next scheduled meeting.

SECTION 2. Only the revisions explicitly stated in Section 1 shall be made. All other language and requirements in Title XI of the City of Selma Municipal Code shall remain the same.

The foregoing Ordinance No. 2022-____was introduced at a regular meeting of the City Council of the City of Selma held on April 18, 2022,, and was thereafter duly adopted at a regular meeting of said City Council held on [DATE], 2022, by the following vote, to wit:

AYES:

NOES:

ABSTAINING:

ABSENT:

ATTEST:

APPROVED:

Reyna Rivera, City Clerk

Scott Robertson, Mayor