

**MINUTES
SELMA CITY COUNCIL
SPECIAL MEETING**

March 7, 2022

4:30 PM

Selma City Council Chambers
1710 Tucker Street
Selma, CA 93662

Pursuant to Executive Order N-29-20 issued by Governor Gavin Newsom, the public had the option to call +1 301 715 8592 id: 870 3419 2466 to provide comments on agenda items. The Council Chamber was open to the public as well.

The special meeting of the Selma City Council was called to order at 4:30 p.m. in the Council Chambers. Council members answering roll call were: Guerra, Mendoza-Navarro, Trujillo, Mayor Pro Tem Cho, and Mayor Robertson.

CLOSED SESSION: Mayor Robertson recessed the meeting into Closed Session at 4:31 p.m. to discuss the following:

Government Code Section 54956.9(d)(1)

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Name of Case: Frank Santillan v. City of Selma City Council, City of Selma, Fresno County Superior Court
Case No. 21CECG00155

Government Code Section 54957, Public Employee Discipline/Dismissal/Release/Complaint: 2 cases

Mayor Robertson reconvened the meeting from closed session at 5:58 p.m. with no reportable action.

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

Respectfully submitted,

Reyna Rivera
City Clerk

**MINUTES
SELMA CITY COUNCIL
REGULAR MEETING**

**March 7, 2022
6:00 PM**

Selma City Council Chambers
1710 Tucker Street
Selma, CA 93662

Pursuant to Executive Order N-29-20 issued by Governor Gavin Newsom, the public had the option to call +1 301 715 8592 id: 870 3419 2466 to provide comments on agenda items. The Council Chamber was open to the public as well.

The regular meeting of the Selma City Council was called to order at 6:06 p.m. in the Council Chambers. Council members answering roll call were: Guerra, Mendoza-Navarro, Trujillo, Mayor Pro Tem Cho, and Mayor Robertson.

INVOCATION: Mayor Robertson led the invocation after holding a moment of silence for Ukraine.

The Pledge of Allegiance was led by Mayor Pro Tem Cho.

ORAL COMMUNICATIONS: Public comment was received by Naomi Guerrero.

SELMA AUTO MALL CERTIFICATE OF RECOGNITION: Mayor Robertson recognized the Selma Auto Mall on their recent award of the Business Journal Central Valley's Best of Central Valley Business Best Auto Dealership. He presented a certificate of recognition to Mr. Dwight Nelson.

CONSENT CALENDAR: Council member Guerra requested to pull agenda item 1.e., for separate discussion. Council member Trujillo motioned to approve the remainder of the Consent Calendar as written. The motion was seconded by Council member Mendoza-Navarro and carried unanimously.

- 1.a. Approved **Consideration of the January 11, 2022, Council meeting minutes**
- b. Approved **Consideration of the January 18, 2022, Council meeting minutes**
- c. Approved **Professional Services Agreement (PSA) between the City of Selma and Tom Abshere to serve as the City's Appeals Hearing Officer**
- d. Approved **Professional Services Agreement Amendment No. 1 with Aramark Uniform & Career Apparel Group, Inc. Extending Agreement for Facility Services thru June 30, 2024**
- e. Approved **Consideration of the check register dated March 1, 2022: After Council discussion, motion was made by Council member Guerra and seconded by Mayor Pro Tem Cho to approve the CHECK REGISTER DATED MARCH 1, 2022. The motion then carried unanimously.**

CONSIDERATION OF ORDINANCE AMENDMENT TO SELMA MUNICIPAL CODE RELATING TO SMOKE SHOPS AND SMOKING LOUNGES AND PUBLIC EXPOSURE OF MINORS TO TOBACCO – FIRST READING AND PUBLIC HEARING

Community Services Director Kirchner provided an overview of the amendment. He also introduced Fresno County Department of Public Health Educator Leila Gholamrezaei who stepped forward to discuss the proposed amendment and associated park signage. Mayor Robertson opened the public hearing at 6:22 p.m. There being no comment, the hearing was closed at 6:23 p.m.

Motion was made by Council member Guerra to INTRODUCE AND WAIVE THE FIRST READING OF ORDINANCE 2022-1 REVISING TITLE V, CHAPTER 24 SMOKE SHOPS AND SMOKING LOUNGES – 5-24-1; TITLE VI, CHAPTER 24 – EXPOSURE OF MINORS TO TOBACCO PRODUCTS – 6-24-2; AND TITLE IX, CHAPTER 8.1 SKATEBOARDS – 9-8.1. 1-11, TO REGULATE TOBACCO PRODUCTS DEFINITION, TOBACCO PARAPHERNALIA, ELECTRONIC SMOKING DEVICE DEFINITION AND SMOKING. The motion was seconded by Council member Mendoza-Navarro and carried unanimously.

RESOLUTION AUTHORIZING THE CITY TO CONTINUE WITH TELECONFERENCED PUBLIC MEETINGS PURSUANT TO ASSEMBLY BILL (AB) 361

After discussion, motion to approve RESOLUTION NO. 2022-15R AUTHORIZING THE CITY TO CONTINUE WITH TELECONFERENCE PUBLIC MEETINGS PURSUANT TO ASSEMBLY BILL (AB) 361 was made by Council member Mendoza-Navarro. The motion was seconded by Mayor Pro Tem Cho and carried unanimously.

COUNCIL REQUEST TO DISCUSS THE SELMA MILITARY BANNER PROGRAM

City Manager Santillan reported on the Military Banner Program approved by Council on November 15, 2021. Public comment was received from Mr. Eliseo Zuniga, Mr. Don Shafer, Mr. David Arevalo, Mr. Jim Avalos, Mrs. Char Tucker, Mrs. Rose Robertson, Mr. Louis Franco, and Mr. Bob Allen. After much Council discussion regarding the program, it was stated that this was a discussion item only and no further Council action was taken.

SECOND QUARTER 2021-2022 FISCAL YEAR BUDGET PRESENTATION

Finance Director Ibanez stepped forward and provided a power point presentation on the 2021/2022 Second Quarter Fiscal Year Budget. He summarized his mid-year financial report by stating that the revenue projections are currently exceeding the budgeted amount, and the expenditures are lower than anticipated, due to City Staff being mindful of costs related to department operations. He also discussed the following funds: Measure “S”, Ambulance, Pioneer Village, Transit, and Cultural Arts.

DEPARTMENTAL REPORTS: City Manager Santillan reported on the recent employee appreciation luncheon and discussed receiving an update from Assembly member Arambula regarding Assembly Bill 2780.

City Attorney Lerner provided new Brown Act handbooks to Council.

Deputy City Manager Terry reported on an upcoming special event.

Finance Director Ibanez reported that he will present an upcoming midyear budget agendized item at the next Council meeting.

Public Works Director Ferrell provided an update on graffiti removal, California Water Service project, and the recent Transit department catalytic convertor replacements.

Fire Chief Petersen provided an update on the new ladder truck arrival date.

Community Services Director Kirchner announced that he would be retiring in August.

COUNCIL REPORTS: Council member Mendoza-Navarro reported on attending the District Chamber of Commerce Crab Feed, Annual Catholic Women's Club dinner and the Home and Garden Show. She also wished her son a happy birthday.

Council member Trujillo reported on attending the District Chamber of Commerce Crab Feed. He also requested an update on the Police department building repairs and reported on a passing of a neighbor.

Council member Guerra reported on the retirement of Selma Kingsburg Fowler County Sanitation District Manager Ben Munoz.

Mayor Pro Tem Cho reported on attending the District Chamber of Commerce Crab Feed. She discussed the upcoming China Town parade and Central Valley Lions and Lioness fundraiser.

Mayor Robertson reported on attending a Fresno Council of Governments meeting and Fresno County Rural Transit meeting. He also reported on the recent mountain lion that was caught in Selma.

ADJOURNMENT: There being no further business, Mayor Robertson adjourned the meeting at 8:17 p.m.

Respectfully submitted,
Reyna Rivera, City Clerk

**MINUTES
SELMA CITY COUNCIL
SPECIAL MEETING**

March 21, 2022

5:00 PM

Selma City Council Chambers
1710 Tucker Street
Selma, CA 93662

Pursuant to Executive Order N-29-20 issued by Governor Gavin Newsom, the public had the option to call +1 301 715 8592 ID: 822 2013 4298 to provide comments on agenda items. The Council Chamber was open to the public as well.

The special meeting of the Selma City Council was called to order at 5:02 p.m. in the Council Chambers. Council members answering roll call were: Guerra, Mendoza-Navarro, Trujillo, Mayor Pro Tem Cho, and Mayor Robertson.

CLOSED SESSION: Mayor Robertson recessed the meeting into Closed Session at 5:03 p.m. to discuss the following:

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION Pursuant to Government Code Section 54956.9(d)(1)
Name of Case: Frank Santillan v. City of Selma City Council, City of Selma, Fresno County Superior Court Case No. 21CECG00155

Liability Claims
Claimant: State Farm a/s/o Saleh, Nabil
Agency claimed against: City of Selma

CONFERENCE WITH REAL PROPERTY NEGOTIATORS Pursuant to Government Code Section 54956.8
Property: APN # 348-192-01S
Agency Negotiator: Selma City Manager Fernando Santillan
Negotiating Parties: North Melrose Venture, et al.
Under Negotiation: Price and Terms

Mayor Robertson reconvened the meeting from closed session at 5:53 p.m. with no reportable action.

ADJOURNMENT: There being no further business, the meeting was adjourned at 5:54 p.m.

Respectfully submitted,

Reyna Rivera
City Clerk

**MINUTES
SELMA CITY COUNCIL
REGULAR MEETING**

**March 21, 2022
6:00 PM**

Selma City Council Chambers
1710 Tucker Street
Selma, CA 93662

Pursuant to Executive Order N-29-20 issued by Governor Gavin Newsom, the public had the option to call +1 301 715 8592 ID: 822 2013 4298 to provide comments on agenda items. The Council Chamber was open to the public as well.

The regular meeting of the Selma City Council was called to order at 6:02 p.m. in the Council Chambers. Council members answering roll call were: Guerra, Mendoza-Navarro, Trujillo, Mayor Pro Tem Cho, and Mayor Robertson.

INVOCATION: Pastor Joe Alvarez of the Iglesia Antioquia led the invocation.

The Pledge of Allegiance was led by Council member Guerra.

ORAL COMMUNICATIONS: Public comment was received by Mr. Michael Barron.

CONSENT CALENDAR: Mayor Robertson requested to pull agenda item item 1.f. for separate discussion. Council member Guerra requested to pull agenda item 1.i., for separate discussion. Council member Trujillo motioned to approve the remainder of the Consent Calendar as written. The motion was seconded by Mayor Pro Tem Cho and carried unanimously.

- 1.a. Approved **Ordinance No. 2022-1 Amending Selma Municipal Code Chapter 24 Smoke Shops and Smoking Lounges, 5-24-1 definitions; Exposure of Minors to Tobacco Products 6-24-2 definitions; Chapter 8 Skateboards 9-8.1-11 Use of Tobacco Prohibited – Second Reading**

- b. Approved **Professional Services Agreement between the City and GovHR USA, LLC (GovHR) for a Compensation Study**

- c. Approved **Professional Services Agreement with Willdan Financial Services for Updating of the City’s Development Impact Fee Schedule**

- d. 2022-16R **Approval of Final Map, Subdivision Improvement Agreement, and Regulatory Agreement for Tract 6330**

- e. 2022-17R **Resolution and Acceptance of Grant Funds and One-Time Start-Up Funding from the Fresno-Madera Area Agency on Aging (FMAAA)**

- f. Approved **First Amendment to Professional Services Agreement with Yamabe & Horn, Inc. for Interim City Engineering Services:** After Council discussion, motion was made by Council member Trujillo and seconded by Council member Guerra to approve the FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH YAMABE & HORN, INC. FOR INTERIM CITY ENGINEERING SERVICES. The motion then carried unanimously.
- g. 2022-18R **Resolution Approving a Three-Year Time Extension of Specified Planning Entitlements Approved in 2019, 2020 and 2021**
- h. 2022-21R **Consideration of Approval and Authorizing the City’s Participation in the Fresno County Multi-Jurisdictional Housing Element Update.**
- i. Approved **Consideration of the check register dated March 16, 2022:** After Council discussion, motion was made by Council member Trujillo and seconded by Council member Guerra to approve the CHECK REGISTER DATED MARCH 16, 2022. The motion then carried unanimously.

At this point in the meeting, Mayor Robertson reported that there would be a change in the order of the items and announced that the Master Salary Schedule Resolution would be discussed next.

ADOPT RESOLUTION APPROVING THE MASTER SALARY SCHEDULE REFLECTING CHANGES IN JOB CLASSIFICATIONS AND PAY RATES

After discussion, motion to approve RESOLUTION NO. 2022-19R APPROVING SIDE LETTER AGREEMENT WITH THE SECRETARIAL CLERICAL TECHNICAL ASSOCIATION AND THE MID MANAGEMENT UNIT; AND APPROVING THE MASTER SALARY SCHEDULE REFLECTING CHANGES IN JOB CLASSIFICATIONS AND PAY RATES was made by Council member Trujillo. The motion was seconded by Council member Mendoza- Navarro and carried with the following vote:

AYES: Trujillo, Mendoza-Navarro, Cho
 NOES: Guerra, Robertson

REDISTRICTING - FOURTH PUBLIC HEARING TO RECEIVE INPUT FROM THE COMMUNITY REGARDING PROPOSED DRAFT DISTRICT MAPS, COMPOSITION OF DISTRICT BOUNDARIES, COMMUNITIES OF INTEREST, AND INTRODUCE AN ORDINANCE REDEFINING THE BOUNDARIES OF CITY COUNCIL ELECTORAL DISTRICTS

Shalice Tilton, NDC Consultant discussed the redistricting guidelines, and reviewed the following draft maps: Map 101, 102, and 103 prepared by NDC; Map 104 which was submitted by a member of the public and the additional two maps that were submitted by the public prior to the March 8 deadline; Map 105 and Map 106. She also reviewed the proposed ordinance.

Mayor Robertson opened the public hearing for comments at 6:46 p.m. Public comments were received from: Pastor Marty Lynch Kaolelopono, Mr. Louis Quintana, Mr. Michael Barron, and Ms. Theresa Salas. There being no further public comments, Mayor Robertson closed the public hearing at 6:51 p.m.

After much Council discussion, motion was made by Council member Trujillo and seconded by Council member Mendoza-Navarro to SELECT MAP 106 AS THE PREFERRED MAP and to INTRODUCE AND WAIVE THE FIRST READING OF AN ORDINANCE REDEFINING THE BOUNDARIES OF THE CITY COUNCIL ELECTORAL DISTRICTS. The motion carried with the following vote:

AYES: Trujillo, Cho, Mendoza-Navarro

NOES: Guerra, Robertson

RECESS: Mayor Robertson recessed the meeting for a break at 7:06 p.m. At 7:12 p.m. Mayor Robertson reconvened the meeting.

MID-YEAR BUDGET REVISION

City Manager Santillan reported on the proposed mid-year budget revisions. After discussion, motion to approve RESOLUTION NO. 2022-20R AMENDING THE ADOPTED BUDGET FOR FISCAL YEAR 2021-2022 was made by Council member Mendoza-Navarro. The motion was seconded by Mayor Pro Tem Cho and carried with the following vote:

AYES: Mendoza-Navarro, Cho, Trujillo

NOES: Guerra, Robertson

DISCUSSION REGARDING FLAGS ON CITY FLAGPOLES AND STREETLIGHT POLES

City Manager Santillan discussed options for a flag policy to allow for clear guidelines for Staff to develop a draft policy to be considered at a future meeting. Public comment was received from Pastor Marty Lynch Kaolelopono, Mr. Louis Quintana, Mrs. Leslie Nelson, Ms. Theresa Salas, Pastor Kealoha Kaolelopono, and Ms. Melissa Solorio. After much discussion, it was the Consensus of Council to direct staff to develop a policy regarding the placement of banners and flags on streetlights in the downtown area.

DEPARTMENTAL REPORTS: Deputy City Manager Terry inviting Council to the upcoming Central Valley Training Center graduation.

Fire Chief Petersen provided an update on the ladder truck.

Acting Police Chief Garza reported on recent crime events and provided a personnel update.

COUNCIL REPORTS: Council member Mendoza-Navarro reported on attending a ribbon cutting, National Association of Latino Appointed Official webinar, Fowler Mayor Cardenas funeral services, and a fundraiser for Nathan Magsig.

Council member Guerra reported on attending a pop-up event, ribbon cutting, Selma Kingsburg Fowler County Sanitation District meeting, Fowler Mayor Cardenas funeral services, and Selma Kingsburg Fowler County Sanitation District mixer.

Mayor Pro Tem Cho reported on attending Fowler Mayor Cardenas funeral services, Central Valley Lioness fundraiser, and the Selma Kingsburg Fowler County Sanitation District mixer.

Mayor Robertson reported on attending Fowler Mayor Cardenas funeral services, Selma Kingsburg Fowler County Sanitation District mixer, and the Second Chance Animal Shelter vaccination clinic.

ADJOURNMENT: There being no further business, Mayor Robertson adjourned the meeting at 8:42 p.m.

Respectfully submitted,
Reyna Rivera, City Clerk

**CITY MANAGER’S/STAFF’S REPORT
COUNCIL MEETING DATE:**

April 17, 2023

ITEM NO: 3.

SUBJECT: Consideration of a Resolution Directing the City Engineer to Initiate and Prepare the Fiscal Year 2023-24 Engineer’s Report for Landscaping Lighting and Maintenance District No. 1

BACKGROUND: The City established a Landscaping and Lighting Maintenance District (“LLMD”) in 1984. The purpose of the district is to pay for landscaping, lighting, and other improvements plus services in a public area. Within the district, zones are established to create areas that benefit from the services provided. Currently there are 10 zones throughout the City.

In order to levy and collect the assessment, the City must go through several steps, the first of which is to adopt a resolution, which describes any proposed new improvements or any substantial changes in existing improvements for the LLMD, and which directs the City Engineer to prepare a report. This report will have the following information pursuant to Streets & Highways Code Section 22567:

- (a) Plans and specifications for the improvements.
- (b) An estimate of the costs of the improvements.
- (c) A diagram for the assessment district.
- (d) An assessment of the estimated costs of the improvements.
- (e) If bonds or notes will be issued pursuant to Section 22662.5, an estimate of their principal amount.

DISCUSSION: Staff does anticipate new improvements and does not anticipate any substantial changes to the existing improvements proposed for the LLMD for Fiscal Year 2023-24.

FISCAL IMPACT: No Impact.

RECOMMENDATION: Adopt the Resolution directing the City Engineer to prepare the Fiscal Year 2023-24 Engineer’s Report for the Landscape Lighting and Maintenance District No. 1.

_____/s/_____
David Horn, City Engineer

April 4, 2023
Date

_____/s/_____
Jerome Keene, Deputy City Manager

April 4, 2023
Date

_____/s/_____
Fernando Santillan, City Manager

April 4, 2023
Date

RESOLUTION NO. 2023-__

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SELMA, CALIFORNIA
DIRECTING THE CITY ENGINEER TO INITIATE AND PREPARE THE
FISCAL YEAR 2023-24 ENGINEER’S REPORT FOR
LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1**

WHEREAS, in 1984, the City established a Landscaping Lighting and Maintenance District (“LLMD”) to provide certain public improvements which include the construction, maintenance, and servicing of public lights, landscaping, and appurtenant facilities. The costs of the improvements are covered through a levy on each parcel within the LLMD; and

WHEREAS, pursuant to Section 22622 of the Streets and Highways Code, in order to levy and collect the assessment for the LLMD, it is necessary for the City Engineer to prepare and file a report in accordance with the provisions set forth in Streets and Highways Code Section 22565 et seq.; and,

WHEREAS, staff will confirm if there are any new improvements or if there will be any substantial changes to the existing improvements proposed for the LLMD for Fiscal Year 2023-24.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Selma hereby finds, determines, and declares the following:

1. The above recitals are true and correct;
2. The City Engineer is hereby directed to prepare the Fiscal Year 2023-24 Engineer’s Report for Landscaping and Lighting Maintenance District No. 1, in accordance with the provisions set forth in Streets and Highways Code Section 22565 et seq., and upon completion of the Report, shall file it with the City Clerk for submission to the City Council.
3. **Severability.** The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable, to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.
4. **Effective Date.** That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Selma held on the 17th day of April 2023 by the following vote:

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

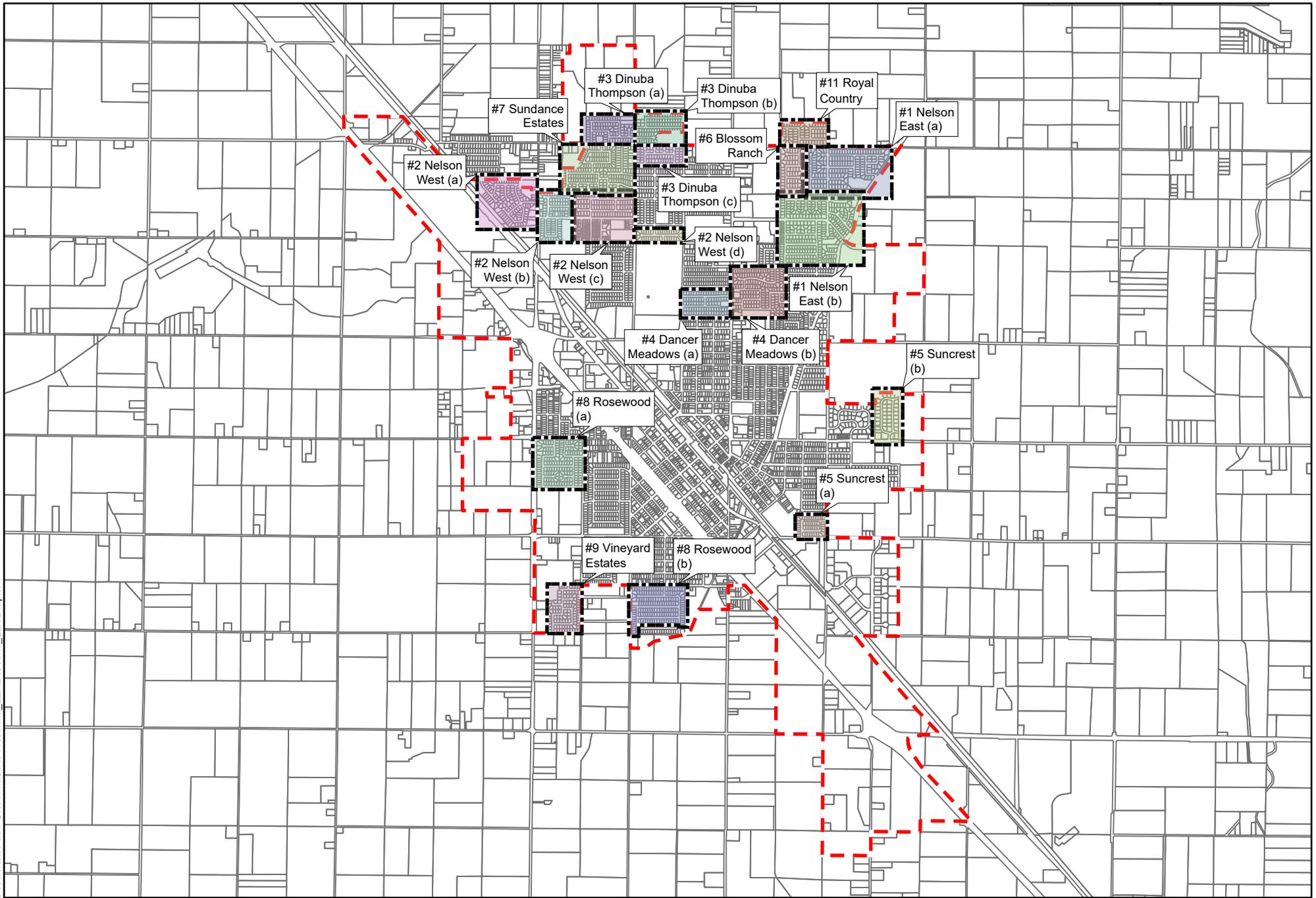
(Signatures on the following page)

Scott Robertson
Mayor

ATTEST:

Reyna Rivera
City Clerk

Document Path: G:\Selma\ArcPro\Selma_LLMD\Selma_LLMD.aprx



 Assessment Area Boundary

 Assessment Areas

 City Limits

0 600,200
 Feet

**ASSESSMENT DIAGRAM OF CITY OF SELMA
 LANDSCAPING AND LIGHTING DISTRICT NO. 1**

NOTE: FOR A MORE DETAILED DESCRIPTION OF THE LINES AND DIMENSIONS OF THE LOTS, PIECES, PARCELS, AND SUBDIVISIONS OF LANDS SHOWN ON THE ASSESSMENT DIAGRAMS, REFERENCE IS MADE TO BOOKS 348, 358, 388, 389, & 390

April 17, 2023 **County of Fresno**



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

April 17, 2023

ITEM NO: 4.

SUBJECT: Consideration of Rejection of Claim for Veronica Pena, Claimant

DISCUSSION: The City of Selma received a claim from Veronica Pena on March 13, 2023 for an incident that occurred on March 12, 2023.

The City submitted the claim to the third-party administrator of liability claims, Acclamation Insurance Management Services (AIMS). AIMS concluded their investigation and are recommending the City reject the claim, thereby starting the six-month status of limitations deadline.

RECOMMENDATION: Approve the rejection of claim.

_____/s/
Jasmin Bains
Deputy City Manager

_____April 12, 2023
Date

_____/s/
Fernando Santillan
City Manager

_____April 12, 2023
Date

City of Selma

CLAIM FORM

FORM B

(Please Type Or Print)



CLAIM AGAINST City of Selma

Claimant's name: Veronica Peña (Name of Entity) City of Selma SS#: _____ BOB: _____

Claimant's address: Selma, 93662

Address where notices about claim are to be sent, if different from above: [Redacted]

Date of incident/accident: 3-12-23

Date injuries, damages, or losses were discovered: left tire and rim

Location of incident/accident: exiting freeway floral going southbound

What did entity or employee do to cause this loss, damage, or injury? returning from Brentwood 12:00am.

didn't see hole until felt car hit - immediately warning sound
(Use back of this form or separate sheet if necessary to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? Highway 99

Southbound exit - Floral, Selma Ct.

What specific injuries, damages, or losses did claimant receive? punctured tire

damage rim unfixable
(Use back of this form or separate sheet if necessary to answer this question in detail.)

What amount of money is claimant seeking or, if the amount is in excess of \$10,000, which is the appropriate court of jurisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code 910(f)]

\$112.50 tire \$200 rim, alignment \$90. # tot. 400.50

How was this amount calculated (please itemize)? receipt to each item.

plus alignment
(Use back of this form or separate sheet if necessary to answer this question in detail.)

Date Signed: 3.13.23 Signature: _____

If signed by representative:
Representative's Name _____ Address _____
Telephone # _____
Relationship to Claimant _____

DIAGRAMS

General Diagram

if not loss job I wouldn't be seeking assistance. I just don't know how I'm going to manage being unemployed



Street Incidents



North

West

Floral

South

freeway 99

lane pot hole

east to floral



West Coast Tire Outlet

6267 N Blackstone Avenue
Fresno, CA 93710
559-436-1308
ARD00272119

Customer Copy

Invoice #11519

Monday, February 27, 2023
10:54:40 AM

Ordered on
Monday, February 27, 2023

FRESNO CA 93710

Workorder # 12631

MAKE & MODEL	FLEET NO.	PHONE	REP	CSH	PO #	TERMS		
15 MAZDA 6			MOE IRSHA	ZA		Cash		
LICENSE NO.	MILES IN/OUT	VIN	TORQUE	ENGINE SIZE	TRANSMISSION	COLOR	PRD DATE	
No Plates	116224							
CATALOG	DESCRIPTION	QTY	PARTS	LABOR	DISC	FET	TOTAL	Code
TIRF	245 35 20 ATLAS	4	112.50				\$450.00	
	20" EXTREM MD 5X4.5 B/M	4	200.00				\$800.00	L-MI
MB	Mount & Balance	4		20.00			\$80.00	L
AL	WHEEL ALIGNMENT	1		90.00			\$90.00	L
SL	SWAP SENSORS	1		70.00			\$70.00	L-MI

SNAP FIN
(877) 557-3769

Thank you for your business, your trust and your confidence. It is our pleasure to work with you.

PAID BY
VISA-M/C \$1,594.69

Parts	\$1,250.00	Taxable	\$1,250.00
Labor	\$240.00	Non-Taxable	\$240.00
Freight	\$0.00	Local Tax	\$104.69
Other	\$0.00		
FET	\$0.00		
Supplies	\$0.00	TOTAL	\$1,594.69

PAYMENT IS EXPECTED AT THE TIME OF COMPLETION. ** ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE. This Estimate of Repairs is based upon our inspection at this time and does not cover additional parts and/or labor which may be required after the work has been started. Worn or damaged parts which are not evident on first inspection may be discovered. This Estimate of Repairs cannot cover such contingencies. When additional work is deemed necessary, customer authorization will be secured prior to commencement of that additional work. Our employees may operate vehicle for purposes of testing, inspection, delivery, and/or space accommodation at my risk. An express mechanic's lien is acknowledged on above vehicle to secure the amount of repairs thereto. I acknowledge and accept that West Coast Tire Outlet, is not to be held responsible for loss or damage to vehicle or its contents in case of fire, theft, accident and/or any other cause beyond our control. West Coast Tire Outlet warranty does not cover consequential damages. Shop is not responsible for unavailability of parts or delays in parts shipment beyond our control. All claims and returned goods must be accompanied by this invoice. West Coast Tire Outlet does not cover warranty on any part sold on this invoice, all warranties are processed by Parts manufacture. No refunds on special orders items or on mounted tires and wheels. All returns and cancellations subject to 25% restocking fee of the total amount plus any other related charges. This Estimate of Repairs expires 30 days from the date of this estimate. I have read and signed this explanation prior to the work being performed and hereby authorize the repair work to be performed.

Print Name _____

Signature _____

Date

2/27/23

West Coast Wheels and Tires

6267 N Blackstone Ave
Fresno Ca 93710

Phone Number: (559)436-1308

Customer:	Date:	3/1/2023 3:56 PM
Company:	VIN	[REDACTED]
License No:	Technician:	
Odometer:	Order No.:	

VEHICLE ALIGNMENT REPORT

MAZDA, 2018, 6 All Models

Primary Angles			Initial	Specifications		Final
				Min.	Max.	
Front	Caster	Left	5.9°	5.3°	7.3°	5.9°
		Right	6.1°	5.3°	7.3°	6.1°
	Camber	Left	-0.2°	-1.3°	0.7°	-0.2°
		Right	-0.8°	-1.3°	0.7°	-0.8°
	Toe	Left	0.25°	-0.10°	0.25°	0.05°
		Right	0.05°	-0.10°	0.25°	0.10°
Total		0.30°	-0.15°	0.50°	0.15°	
Rear	Camber	Left	-0.8°	-1.8°	0.2°	-0.9°
		Right	-1.5°	-1.8°	0.2°	1.5°
	Toe	Left	0.05°	-0.10°	0.25°	0.10°
		Right	0.00°	-0.10°	0.25°	0.05°
	Total	0.05°	-0.15°	0.50°	0.15°	
	Thrust Angle		0.0°	-0.8°	0.8°	0.0°
Secondary Angles			Initial	Specifications		Final
				Min.	Max.	
SAI	Left	15.4°	15.2°	15.2°	15.2°	15.4°
	Right	15.8°	15.8°	15.2°	15.2°	15.8°
Included Angle	Left	15.2°	---	---	---	15.2°
	Right	15.0°	---	---	---	15.0°
Toe Out On Turns	Left	---	---	---	---	---
	Right	---	---	---	---	---
Maximum Turns	Left	---	---	35.9°	41.9°	---
	Right	---	---	35.9°	41.9°	---
Toe Curve Change	Left	---	---	---	---	---
	Right	---	---	---	---	---
Setback	Front	-0.1"	---	---	---	-0.1"
	Rear	0.1"	---	---	---	0.0"
Track Width Diff.		0.4"	---	---	---	0.4"
Wheel Base Diff.		-0.2"	---	---	---	-0.1"
Front Ride Height	Left	---	---	---	---	---
	Right	---	---	---	---	---
Rear Ride Height	Left	---	---	---	---	---
	Right	---	---	---	---	---
Frame Angle		---	---	---	---	---

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

April 17, 2023

ITEM NO: 5.

SUBJECT: Consideration of a Resolution, approving a request for a fee waiver for Bringing Neighborhoods Back To Life Events

BACKGROUND: Bringing Neighborhoods Back To Life has submitted a request to waive fees associated with four planned events (Attachment #1).

Fees associated with this event include Special Events Permit, Sound Permit, and Park Rental, which total approximately \$4,900.

DISCUSSION: The events will provide an opportunity for families to gather at Lincoln Park and will provide residents with resources such as information on rental assistance and other valuable programs. Lunch will be provided to attendees of the event.

These events will take place on April 29, June 3, July 8, and September 9, 2023 and will be held at Lincoln Park. Event layout depicted within the submitted application materials (Attachment #2). The fee waiver serves a public purpose by bringing community gathering and providing community resources.

FISCAL IMPACT: If approved, \$4,900 would be the cost to the General Fund that would have otherwise been collected for the processing of the associated permits. It is unknown how much residual revenue in the form of sales tax would be generated by the event.

RECOMMENDATION: Consider approving resolution and request from the Bringing Neighborhoods Back To Life to waive fees for their events.

_____/s/_____
Lupe Macias, Assistant Planner

_____April 11, 2023_____
Date

_____/s/_____
Jerome Keene, Deputy City Manager

_____April 11, 2023_____
Date

_____/s/_____
Fernando Santillan, City Manager

_____April 11, 2023_____
Date

RESOLUTION NO. 2023 – __R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA, CALIFORNIA, APPROVING A REQUEST FOR A FEE WAIVER FOR THE BRINGING NEIGHBORHOODS BACK TO LIFE EVENT

WHEREAS, the Bringing Neighborhoods Back to Life requested that the City Council waive fees associated with its Bringing Neighborhoods Back To Life event to be held on April 29, June 3, July 8, and September 9; and

WHEREAS, the total fees associated with the parade are Four Thousand Nine Hundred Dollars (\$4,900), which includes the fees for the special events permit, sound permit, and park rental permit; and

WHEREAS, the total amount the Bringing Neighborhoods Back To Life is requesting the City Council to waive is Four Thousand Nine Hundred Dollars (\$4,900); and

WHEREAS, while the City is proposing to waive certain fees associated with the event, Bringing Neighborhoods Back To Life 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 providing informational resources available to them.

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

SECTION 1. 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 and providing informational resources available to them.

SECTION 3. The City Council hereby approves the fee waiver for fees associated with the Event in the amount of Four Thousand Nine Hundred Dollars (\$4,900).

SECTION 4. The Bringing Neighborhoods Back To Life 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.

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

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

PASSED, APPROVED AND ADOPTED this 17th day of April, 2023, by the following vote:

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

Scott Robertson, Mayor

ATTEST:

Reyna Rivera, City Clerk

EVENT INFORMATION

Name of Event: Bringing broken neighborhoods Back to Life

Type of Event: Family Event Free

Facility Requested or Event Location: Lincoln Park

Date of Event: 4/29, June 3rd, July 8th, Sep 9th

Event Hours: 7AM - 2 PM 2023

On which dates and at what times are you requesting permission to setup/clean up?

Set up: 4/29 Clean up: 4/27/2023

Please describe the event, its purpose, and the activities that will take place:

All Free, Free Lunch, vendor are none profit information of programs available to community, Resources that can help people get jobs
MAP Program,

Is the event open to the public: yes

Estimated number of participants/spectators: 250

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: Free Provide Resources to the Community

Will promotional materials be used? How are you planning to market the event: Yes None profit programs that help Community

Will the event create revenue-generating opportunities for local Selma businesses? If so, how: the Event is Near Main Street where people can go shopping

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:
We have a Registration Table

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: _____

Other organizations participating in organization of the event: Churches, MMC, Proteus, Map, West Carey Selma Com

Other organizations participating in event: _____

Will this event receive third party funding or sponsorship: No

Name of Applicant (Print): Delfina Vazquez Date: 4-1-2023

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:	_____
Received By:	_____
Application Rcvd ()	IRS 501(3)(c) Rcvd ()
Date Forwarded for Approval:	_____



SPCL-23-7

Park Rental & Special Events Permit

Status: Active

Date Created: Mar 27, 2023

Applicant

Delfina Vazquez
selmacom1800@gmail.com
2001 Whitson St
93662



Contacts Information

What type of application will this be?

Park Rental

Is the applicant going to be the main contact for this Special Event?

Yes

Will you have an Alternate Contact for this Special Event?

Yes

Is there a Sponsor/Organization for this Special Event?

Yes

Will there be an Event Chairperson for this Special Event?

Yes

Alternate Contact Information

Name

Brandi Garcia

Telephone



Address

2001 Whitson

City

Selma

State

Ca

Zip

93662

Sponsor/Organization Information**Name**

Bringing Broken Neighborhoods Back To Life

**Address**

2001 Whitson St

City

Selma

State

Ca

Zip

93662

Officer

Delfina Vazquez

Title

President

Event Chairperson**Name**

Delfina Vazquez

Telephone**Address**

2001 Whitson

City

Selma

State

Ca

Zip

93662

Event Details**Park Rental Requested**

Lincoln Park

Please indicate which Pioneer Village Facilities you will be renting with a check.**How many days will your event be?**

1

Rental Start Date

04/29/2023

Nature and Purpose of Event

Family Event , MMC ,MAP, Police , Fire, Hospital, all resorces available to commuinity

Start Time

7am

End Time

2PM

Will there be a fee for admissions charged?

NO

Resident/Non-Resident

Resident

Will you be having a bounce house?

Yes

Alcohol being served must end one hour prior to the completion of the event.

Estimated Number of Participants or Attendees

200

Will there be Sound Amplification Equipment?

Yes

EVENTS REQUIRING SECURITY WILL BE REQUIRED TO PROVIDE PROOF OF SECURITY FROM THE CITY OF SELMA POLICE DEPARTMENT STAFF. ANY EVENT THAT DOES NOT REQUIRE SECURITY BUT REQUIRES THE POLICE BEING CALLED TO THE EVENT WILL HAVE COSTS DEDUCTED FROM THE SECURITY DEPOSIT. SHOULD THE PAYMENT BE HIGHER THAN THE DEPOSIT, THE PERSON ASSUMING RESPONSIBILITY WILL BE BILLED

Park Rental Information

The following vendor is approved by the City of Selma for Bounce Houses:

Bouncin off the wall

Phone #: (559)897-1125

1. Alcoholic beverages are prohibited in City Parks (Selma City Code Section 9-8-4(s).
2. No Parking in the park or Veteran's Plaza (unloading only).
3. Electricity is available at most Parks, however, strict regulations govern its use.
4. Special Park arrangements must be approved and fee paid as assessed for such services.

CLEANING AND DAMAGE PAYMENT

No deposit is required at time of rental. However, as the person responsible for renting the shelter, I understand I will be billed for cleaning and damages should they occur.



I acknowledge that a "Cleaning Fee" will be charged at \$20 per hour post rental along with costs to repair any damage to the park or shelter.

Delfina Vazquez
03/27/2023

Statement of Understanding

The undersigned hereby accepts and agrees to comply with all City Policies, Ordinances, State Laws and rules and regulations. Applicant further agrees to hold the City of Selma, Officers and employees, free and harmless from the loss, damage, liability, cost or expenses that may arise incident to the use or occupation of the required park, facility or equipment.

10-10-23.1: PARKING IN PARKS AND OTHER RECREATIONAL AREAS:

No person shall drive or park a vehicle in a public park or recreation area, except by special permit issued by the Police Department. Authorized signs shall be posted at all entrances to parks or recreation areas giving notice of this Section. (Ord. 694,7-3-72, eff. 8-4-72).

Signature of Person Assuming Responsibility

Delfina Vazquez
03/27/2023

Applicant Signature

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 _____ in its entirety and as applied to the city of Selma

Signed

Delfina Vazquez
03/27/2023

Title

President BBNBTL

CDL #



Post Special Event Fees

Barricades

Police Officer

CSO

Dispatcher

Staff

Park Rental Fees

Pioneer Village fees



PRAYER
SPANISH
&
ENGLISH

- #6 #7 #8 #9 #10 #11 #12 #13 #14

SET UP 40
CHAIRS

#15

#16

#17

#18

#19

#20

STAGE

STOP DO
NOT PARK
FOR TRAIN

TRAIN

TRAIN

TRAIN

TRAIN

TRAIN

TRAIN

CLOSED FOR TRAIN DO
NOT PARK IN THIS AREA

HOSPITAL
MOBIL
FREE B/P
BLOOD
SUGARS
YOU
HAVE # 5
BOOTH

#5

#4

#3

#2

#1

REGISTRATION

Food AREA
TABLES

- X
X
X
X
X

Barbaque

KID ZONE
AREA GAMES
FUN
FUN
FUN

Rock Wall

Bounce
House
#1

Bounce
House
#2

Selma Recreation
Department

Selma Park

Selma Park

City Of Selma
 APPLICATION FOR
 PARADE AND SPECIAL EVENTS PERMIT

Bring Broken
 Neighborhoods Back
 o Life

Planning Office Use Only		
Date Received:		
<input type="checkbox"/> Application Complete	Date:	<input type="checkbox"/> Harmless Agreement
<input type="checkbox"/> Application Fee Paid	\$	<input type="checkbox"/> Insurance Forms
<input type="checkbox"/> PD Inv. Fee Paid	\$	<input type="checkbox"/> Other
<input type="checkbox"/> Facilities Event		

(PRINT OR TYPE ALL INFORMATION)

CONTACT PERSON Delfina Vazquez Telephone [REDACTED]
 Address P.O. Box 955 City/Zip Selma 93662

Alternate Contact Person Dorothy Lopez Telephone [REDACTED]
 Address [REDACTED] City/Zip [REDACTED]

SPONSOR/ORGANIZATION BBNBTL Telephone 836.8165
 Address P.O. Box 905 City/Zip Selma 93662
 Officer Delfina V. Title Chair

EVENT CHAIRPERSON Delfina Vazquez Telephone [REDACTED]
 Address P.O. Box 955 City/Zip Selma

Nature and Purpose of Event Community Event

DATE OF EVENT 4/29/23

Start Time: 8 am End Time: 4 pm

Location Boundaries (list main streets) Lincoln Park, Selma
 North _____ East _____
 South _____ West _____

Estimated Number of participants or attendees 300

Types of Vehicles N/A

Types of Animals N/A

Number of Animals N/A

Types of Structures Bounce house, Rock Wall, Canopies, Train

Number of Structures 15-20

Description of Sound Amplification Equipment Full sound system

Description of Food/beverage(s) to be sold and/or served Hotdogs, Chips, waters (all free)

Name of Private Security N/A Telephone _____

Estimated Parking Requirements N/A Number of Spaces needed _____

City of Selma
 APPLICATION FOR
 PARADE AND SPECIAL EVENTS PERMIT



Planning Office Use Only		
Date Received:		
<input type="checkbox"/> Application Complete	Date:	<input type="checkbox"/> Harmless Agreement
<input type="checkbox"/> Application Fee Paid	\$	<input type="checkbox"/> Insurance Forms
<input type="checkbox"/> PD Inv. Fee Paid	\$	<input type="checkbox"/> Other
<input type="checkbox"/> Facilities Event		

(PRINT OR TYPE ALL INFORMATION)

CONTACT PERSON Delfina Vazquez Telephone [REDACTED]
 Address P.O. Box 955 City/Zip Selma 93662

Alternate Contact Person Dorothy Lopez Telephone [REDACTED]
 Address [REDACTED] City/Zip [REDACTED]

SPONSOR/ORGANIZATION BBNBTL Telephone [REDACTED]
 Address P.O. Box 905 City/Zip Selma 93662
 Officer Delfina V. Title Chair

EVENT CHAIRPERSON Delfina Vazquez Telephone [REDACTED]
 Address P.O. Box 955 City/Zip Selma 93662

Nature and Purpose of Event Community Event
 DATE OF EVENT 6/3/23
 Start Time: 8am End Time: 4pm
 Location Boundaries (list main streets) Lincoln Park, Selma

North _____ East _____
 South _____ West _____

Estimated Number of participants or attendees 300

Types of Vehicles N/A

Types of Animals N/A

Number of Animals N/A

Types of Structures Bounce House, Rock Wall, Canopies, Train
 Number of Structures 15-20

Description of Sound Amplification Equipment Full Sound System
 Description of Food/beverage(s) to be sold and/or served Free hotdogs, chips, waters

Name of Private Security N/A Telephone _____

Estimated Parking Requirements N/A Number of Spaces needed _____

City of Selma
APPLICATION FOR
PARADE AND SPECIAL EVENTS PERMIT
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 N/A

Number of floats N/A

Size(s) of floats (width, length & height of largest float) N/A

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 enjoy the organization(s) or person(s) listed on this application for the responsibilities listed in the Selma Municipal Code Section _____ in its entirety and as applied to the city of Selma:

Signed [Redacted] Date 3/7/23

Title BIONBIL Chair CDL # [Redacted] License # [Redacted]

POLICE DEPARTMENT USE ONLY: APPROVED () DENIED () DATE: _____ REASON _____

NAME _____ TITLE _____

FIRE DEPARTMENT USE ONLY: APPROVED () DENIED () DATE: _____ REASON _____

NAME _____ TITLE _____

PLANNING DEPARTMENT USE ONLY: APPROVED () DENIED () DATE: _____ REASON _____

NAME _____ TITLE _____



City Of Selma
APPLICATION FOR
PARADE AND SPECIAL EVENTS PERMIT:

Planning Office Use Only		
Date Received:		
<input type="checkbox"/> Application Complete	Date:	<input type="checkbox"/> Harmless Agreement
<input type="checkbox"/> Application Fee Paid	\$	<input type="checkbox"/> Insurance Forms
<input type="checkbox"/> PD Inv. Fee Paid	\$	<input type="checkbox"/> Other
<input type="checkbox"/> Facilities Event		

(PRINT OR TYPE ALL INFORMATION)

CONTACT PERSON Delfina Vazquez Telephone [REDACTED]
Address P.O. BOX 955 City/Zip Selma 93662

Alternate Contact Person Dorothy Lopez Telephone [REDACTED]
Address [REDACTED] City/Zip [REDACTED]

SPONSOR/ORGANIZATION BBNBTL Telephone [REDACTED]
Address P.O. BOX 905 City/Zip Selma 93662

Officer Delfina V Title Chair

EVENT CHAIRPERSON Delfina V. Telephone [REDACTED]
Address P.O. BOX 955 City/Zip Selma 93662

Nature and Purpose of Event Community Event

DATE OF EVENT 7/8/23

Start Time: 8am End Time: 4pm

Location Boundaries (list main streets) Lincoln Park, Selma

North _____ East _____
South _____ West _____

Estimated Number of participants or attendees 300

Types of Vehicles _____

Types of Animals _____

Number of Animals _____

Types of Structures Rock Wall, Bounce house, train

Number of Structures 15-20

Description of Sound Amplification Equipment Full Sound system

Description of Food/beverage(s) to be sold and/or served Free hotdogs, chips, waters

Name of Private Security N/A Telephone _____

Estimated Parking Requirements N/A Number of Spaces needed _____

City Of **Selma**
APPLICATION FOR
PARADE AND SPECIAL EVENTS PERMIT
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 _____ in its entirety and as applied to the city of Selma:

Signed _____ Date 3/7/23

Title Chair CDL #: _____

POLICE DEPARTMENT USE ONLY: APPROVED () DENIED () DATE: _____ REASON _____

NAME _____ TITLE _____

FIRE DEPARTMENT USE ONLY: APPROVED () DENIED () DATE: _____ REASON _____

NAME _____ TITLE _____

PLANNING DEPARTMENT USE ONLY: APPROVED () DENIED () DATE: _____ REASON _____

NAME _____ TITLE _____



City of Selma
APPLICATION FOR
PARADE AND SPECIAL EVENTS PERMIT

Planning Office Use Only		
Date Received:		
<input type="checkbox"/> Application Complete	Date:	<input type="checkbox"/> Harmless Agreement
<input type="checkbox"/> Application Fee Paid	\$	<input type="checkbox"/> Insurance Forms
<input type="checkbox"/> PD Inv. Fee Paid	\$	<input type="checkbox"/> Other
<input type="checkbox"/> Facilities Event		

(PRINT OR TYPE ALL INFORMATION)

CONTACT PERSON Delfina Vazquez Telephone [REDACTED]
Address P.O. BOX 955 City/Zip Selma CA 93662

Alternate Contact Person Dorthy Lopez Telephone [REDACTED]
Address [REDACTED]

SPONSOR/ORGANIZATION BBNIBTL Telephone [REDACTED]
Address P.O. BOX 905 City/Zip Selma 93662

Officer Delfina V. Title Chair

EVENT CHAIRPERSON Delfina V. Telephone [REDACTED]
Address P.O. BOX 955 City/Zip Selma CA 93662

Nature and Purpose of Event Community Event

DATE OF EVENT 9/9/23

Start Time: 8am End Time: 4pm

Location Boundaries (list main streets) Lincoln Park, Selma

North _____ East _____
South _____ West _____

Estimated Number of participants or attendees 300

Types of Vehicles _____

Types of Animals _____

Number of Animals _____

Types of Structures Rock Wall, Bounce house, train

Number of Structures 15-20

Description of Sound Amplification Equipment Full Sound system

Description of Food/beverage(s) to be sold and/or served Free hotdogs, chips, waters

Name of Private Security N/A Telephone _____

Estimated Parking Requirements N/A Number of Spaces needed _____

City Of Selma
APPLICATION FOR
PARADE AND SPECIAL EVENTS PERMIT
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 _____ in its entirety and as applied to the city of Selma:

Signed _____ Date 3/7/23

Title Chair CDL # _____

POLICE DEPARTMENT USE ONLY: APPROVED () DENIED () DATE: _____ REASON _____

NAME _____ TITLE _____

FIRE DEPARTMENT USE ONLY: APPROVED () DENIED () DATE: _____ REASON _____

NAME _____ TITLE _____

PLANNING DEPARTMENT USE ONLY: APPROVED () DENIED () DATE: _____ REASON _____

NAME _____ TITLE _____

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **DEC 02 2015**

SELMA COMMUNITY OUTREACH MINISTRIES
40304 CORNFLOWER LANE
SQUAW VALLEY, CA 93765-0000

Employer Identification Number:
47-5567606
DLN:
26053729001825
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
October 26, 2015
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 5436

Selma Community Outreach Ministries

EIN: 47-5567606 | Selma, California, United States

Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes

Deductibility Code: PC [?](#)

Determination Letter

A favorable determination letter is issued by the IRS if an organization meets the requirements for tax-exempt status under the Code section the organization applied.

Final Letter(s)

[FinalLetter_47-5567606_SELMACOMMUNITYOUTREACHMINISTRIES_11232015.tif](#)
[\[https://apps.irs.gov/pub/epostcard/dl/FinalLetter_47-5567606_SELMACOMMUNITYOUTREACHMINISTRIES_11232015.tif\]](https://apps.irs.gov/pub/epostcard/dl/FinalLetter_47-5567606_SELMACOMMUNITYOUTREACHMINISTRIES_11232015.tif)

Form 990-N (e-Postcard)

Organizations who have filed a 990-N (e-Postcard) annual electronic notice. Most small organizations that receive less than \$50,000 fall into this category.

✓ **Tax Year 2018 Form 990-N (e-Postcard)**

✓ **Tax Year 2017 Form 990-N (e-Postcard)**

✓ **Tax Year 2016 Form 990-N (e-Postcard)**

✓ **Tax Year 2015 Form 990-N (e-Postcard)**

Copies of Returns (990, 990-EZ, 990-PF, 990-T)

Electronic copies (images) of Forms 990, 990-EZ, 990-PF or 990-T returns filed with the IRS by charities and non-profits.

Organization Name:

SELMA COMMUNITY OUTREACH MINISTRIES

EIN:

47-5567606

Tax Period:

201912

Return ID:

3171807

Filing Type:

P

Return Type:

990EZ

Copy of Return:

[2019 Form 990EZ Filing](#)

[\[https://apps.irs.gov/pub/epostcard/cor/475567606_201912_990EZ_2022082320293789.pdf\]](https://apps.irs.gov/pub/epostcard/cor/475567606_201912_990EZ_2022082320293789.pdf)

City of Selma

1710 Tucker St.

Selma CA 93662

Payee: SELMA COM

Date: 3/24/2023 Time: 3:44 PM

Receipt Number: BLD / 1124

Clerk: LMACIAS

ITEM	REFERENCE	AMOUNT
BSLIC	License # SELMA COM	
	Business Admin	30.00
	Bus ADA City	3.60
	Bus ADA State	0.40
BUSAP	Business Name SELMA COM	
		102.50
		102.50
	Total:	239.00
	Check 1243	239.00
	Change:	0.00

Thank You

Signature

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

April 17, 2023

ITEM NO: 6.

SUBJECT: Consideration of a Resolution, approving a request for a fee waiver for Antioquia Ministries Inc. for the National Day of Prayer Event

BACKGROUND: Antioquia Ministries Inc. has submitted a request to waive fees associated with the National Day of Prayer event (Attachment #1).

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

DISCUSSION: This event will take place on May 4, 2023 and will be held at Lincoln Park. The fee waiver serves a public purpose by bringing community gathering and promoting unity among residents.

FISCAL IMPACT: If approved, \$1,225 would be the cost to the General Fund that would have otherwise been collected for the processing of the associated permits. Event details are described within the submitted application materials (Attachment #2). It is unknown how much residual revenue in the form of sales tax, if any, would be generated by the event.

RECOMMENDATION: Consider approving resolution and request from Antioquia Ministries to waive fees for their event.

_____/s/_____
Lupe Macias, Assistant Planner

_____April 11, 2023_____
Date

_____/s/_____
Jerome Keene, Deputy City Manager

_____April 11, 2023_____
Date

_____/s/_____
Fernando Santillan, City Manager

_____April 11, 2023_____
Date

RESOLUTION NO. 2023 – __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 4; 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:

SECTION 1. 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.

SECTION 3. 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).

SECTION 4. 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.

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

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

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

PASSED, APPROVED AND ADOPTED this 17th day of April, 2023, by the following vote:

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

Scott Robertson, Mayor

ATTEST:

Reyna Rivera, City Clerk

EVENT INFORMATION

Name of Event: NATIONAL day of Prayer 2023

Type of Event: Prayer Gathering

Facility Requested or Event Location: Lincoln Park

Date of Event: 5/4/23

Event Hours: 12pm - 1pm

On which dates and at what times are you requesting permission to setup/clean up?

Set up: 10am Clean up: 1:pm

Please describe the event, its purpose, and the activities that will take place:

Praying for our city.

Is the event open to the public: Yes

Estimated number of participants/spectators: 25

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 people together

Will promotional materials be used? How are you planning to market the event:

fliers

Will the event create revenue-generating opportunities for local Selma businesses? If so, how: NO

Can you commit to tracking event attendance and vendor sales to report the City's Economic Development Team following the event? Yes ___ No X

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

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: MARCH for Jesus

Other organizations participating in organization of the event: yes

Other organizations participating in event: local churches

Will this event receive third party funding or sponsorship: NO

Name of Applicant (Print): JOSE R ALVARO SR Date: 4/4/23

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:	<u>4/4/23</u>
Received By:	<u>dui</u>
Application Rcvd (✓)	IRS 501(3)(c) Rcvd (✓)
Date Forwarded for Approval:	<u>4/5/23</u>



SPCL-23-8

Park Rental & Special Events Permit

Status: Active

Date Created: Mar 31, 2023

Applicant

[REDACTED]
 [REDACTED]
 62
 [REDACTED]

Contacts Information

What type of application will this be?

Park Rental

Is the applicant going to be the main contact for this Special Event?

Yes

Will you have an Alternate Contact for this Special Event?

No

Is there a Sponsor/Organization for this Special Event?

Yes

Will there be an Event Chairperson for this Special Event?

No

Sponsor/Organization Information

Name

Joe Alvarez

Telephone

[REDACTED]

Address

[REDACTED]

City

Selma

State

Ca

Zip

93662

Officer

Pastor

Title

Pastor

Event Details**Park Rental Requested**

Lincoln Park

Please indicate which Pioneer Village Facilities you will be renting with a check.**How many days will your event be?**

1

Rental Start Date

05/04/2023

Nature and Purpose of Event

National day of Prayer

Start Time

12pm

End Time

1pm

Will there be a fee for admissions charged?

No

Resident/Non-Resident

Resident

Will you be having a bounce house?

No

Alcohol being served must end one hour prior to the completion of the event.**Estimated Number of Participants or Attendees**

20

Will there be Sound Amplification Equipment?

Yes

EVENTS REQUIRING SECURITY WILL BE REQUIRED TO PROVIDE PROOF OF SECURITY FROM THE CITY OF SELMA POLICE DEPARTMENT STAFF. ANY EVENT THAT DOES NOT REQUIRE SECURITY BUT REQUIRES THE POLICE BEING CALLED TO THE EVENT WILL HAVE COSTS DEDUCTED FROM THE SECURITY DEPOSIT. SHOULD THE PAYMENT BE HIGHER

IF MORE THAN THE DEPOSIT, THE PERSON ASSUMING RESPONSIBILITY WILL BE BILLED

Park Rental Information

The following vendor is approved by the City of Selma for Bounce Houses:

Bouncin off the wall

Phone #: (559)897-1125

1. Alcoholic beverages are prohibited in City Parks (Selma City Code Section 9-8-4(s).
2. No Parking in the park or Veteran's Plaza (unloading only).
3. Electricity is available at most Parks, however, strict regulations govern its use.
4. Special Park arrangements must be approved and fee paid as assessed for such services.

CLEANING AND DAMAGE PAYMENT

No deposit is required at time of rental. However, as the person responsible for renting the shelter, I understand I will be billed for cleaning and damages should they occur.



I acknowledge that a "Cleaning Fee" will be charged at \$20 per hour post rental along with costs to repair any damage to the park or shelter.

Joe Alvarez
03/31/2023

Statement of Understanding

The undersigned hereby accepts and agrees to comply with all City Policies, Ordinances, State Laws and rules and regulations. Applicant further agrees to hold the City of Selma, Officers and employees, free and harmless from the loss, damage, liability, cost or expenses that may arise incident to the use or occupation of the required park, facility or equipment.

10-10-23.1: PARKING IN PARKS AND OTHER RECREATIONAL AREAS:

No person shall drive or park a vehicle in a public park or recreation area, except by special permit issued by the Police Department. Authorized signs shall be posted at all entrances to parks or recreation areas giving notice of this Section. (Ord. 694,7-3-72, eff. 8-4-72).

Signature of Person Assuming Responsibility

Joe Alvarez
03/31/2023

Applicant Signature

Signed

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 _____ in its entirety and as applied to the city of Selma

Joe Alvarez
03/31/2023

Title
Pastor

Post Special Event Fees

Barricades

Police Officer

CSO

Dispatcher

Staff

Park Rental Fees

Pioneer Village Fees

SElma Street

Rose

Nick Medina
Citizens Center

Prayer

Bandstand
Entertainment

we will be
praying at Band stand
from 12-1pm

Veteran's
Memorial
Plaza

Mill Street

McCall Ave -



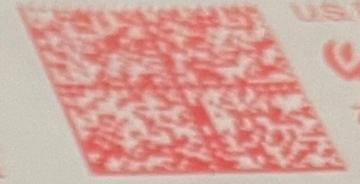
Brotherhood Mutual
Insurance Company

6400 Brotherhood Way
P.O. Box 2227
Fort Wayne, IN 46801-2227

Address Service Requested

*gate
locked
4/13*

PRESORTED
FIRST CLASS

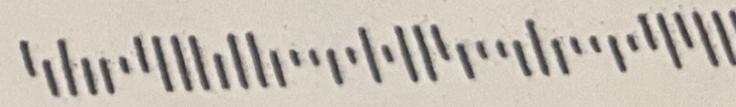


U.S. POSTAGE
ZIP 46825
02 4M
0000347

INVOICE ENCLOSED

PASTOR JOSE ALVAREZ
ANTIOQUIA MINISTRIES INC.
1426 GROVE ST
SELMA CA 93662-3707

6 CRCGNSB 93662



INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **MAR 25 2019**

ANTIOQUIA MINISTRIES INC
13838 S LOCAN
SELMA, CA 93662-0000

Employer Identification Number:
83-3360446
DLN:
26053443001499
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
January 17, 2019
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

Antioquia Ministries

EIN: 83-3360446 | Selma, California, United States

Other Names

ANTIOQUIA MINISTRIES INC

Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes

Deductibility Code: PC 

Determination Letter

A favorable determination letter is issued by the IRS if an organization meets the requirements for tax-exempt status under the Code section the organization applied.

Final Letter(s)

[FinalLetter_83-3360446_ANTIOQUIAMINISTRIESINC_02102019_01.tif](#)
[https://apps.irs.gov/pub/epostcard/dl/FinalLetter_83-3360446_ANTIOQUIAMINISTRIESINC_02102019_01.tif]

Form 990-N (e-Postcard)

Organizations who have filed a 990-N (e-Postcard) annual electronic notice. Most small organizations that receive less than \$50,000 fall into this category.

Tax Period:

2020 (01/01/2020-12/31/2020)

EIN:

83-3360446

Organization Name (Doing Business as):

ANTIOQUIA MINISTRIES

Mailing Address:

13838 S LOCAN AVE
SELMA, CA 93662
United States

Principal Officer's Name and Address:

JOE ALVAREZ

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

April 17, 2023

ITEM NO: 7.

SUBJECT: Consideration of a Resolution, approving a request for a fee waiver for the Selma Chamber of Commerce

BACKGROUND: Selma Chamber of Commerce has submitted a request to waive fees associated with the annual Raisin Festival (Attachment #1).

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.

DISCUSSION: The Raisin Festival is scheduled to take place between May 4th and 7th, 2023 and will be held at Lincoln Park. Event layout depicted within the submitted application materials (Attachment #2). The fee waiver serves a public purpose in that the events aim to attract many residents and individuals from neighboring communities to the City's Lincoln Park, and downtown area, thereby serving as vehicles to bring additional revenue to the City. Community events, such as the Raisin Festival, are a means by which the City can showcase both Lincoln Park and downtown.

FISCAL IMPACT: If approved, \$4,686 would be the cost to the General Fund that would have otherwise been collected for the processing of the associated permits. It is unknown how much residual revenue in the form of sales tax would be generated by the event.

RECOMMENDATION: Consider approving resolution and request from the Selma Chamber of Commerce to waive fees for their Raisin Festival & Carnival event.

_____/s/_____
Lupe Macias, Assistant Planner

Date

April 12, 2023

_____/s/_____
Jerome Keene, Deputy City Manager

Date

April 12, 2023

_____/s/_____
Fernando Santillan, City Manager

Date

April 12, 2023

RESOLUTION NO. 2023 – __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 4-7, 2023; 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, 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:

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

SECTION 2. 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.

SECTION 3. 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).

SECTION 4. 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.

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

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

PASSED, APPROVED AND ADOPTED this 17th day of April, 2023, 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 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: Selma Chamber

Address: 1801 Tucker St

Telephone: [REDACTED] Cell: same

Email: [REDACTED]

Event Coordinator: Char Tucker

Telephone: [REDACTED] Cell: same

Email: same as above

Nonprofit 501(c) (3) tax-exempt organization: Selma Chamber/Selma Business Collaborative

Located in Selma: _____

Has organization received any other financial assistance from the City this year? _____

yes

EVENT INFORMATION

Name of Event: Raisin Festival

Type of Event: Carnival, food & info booths

Facility Requested or Event Location: Lincoln Park

Date of Event: May 4-7th

Event Hours: May 4th 4-10 PM May 5th 4-11 pm May 6th 12 PM-11 PM

On which dates and at what times are you requesting permission to setup/clean up? May 7th 12 PM-10 PM

Set up: MAY 2, 2023 Clean up: May 8th - 9th

Please describe the event, its purpose, and the activities that will take place:

Carnival rides
food booths, informational booths
brings many people to Selma

Is the event open to the public: yes

Estimated number of participants/spectators: 5,000

Is this event a fundraiser: yes

Will there be an admission, entrance, user fee or cover charge for the event? If so, please explain: free admission

rides & food will cost participant

How will the event benefit Selma: brings many people to Selma.
Will help showcase downtown.

Will promotional materials be used? How are you planning to market the event:

Flyers
Social media

Will the event create revenue-generating opportunities for local Selma businesses? If so, how: visitors will eat at local restaurants
visitors will shop at local downtown stores.

Can you commit to tracking event attendance and vendor sales to report the City's Economic Development Team following the event? Yes ___ No X

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

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: _____

Other organizations participating in organization of the event: N/A

Other organizations participating in event: local church food booths, chamber members, local clubs

Will this event receive third party funding or sponsorship: no

Name of Applicant (Print): Char Tucker Date: 4-5-23

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:	<u>4/6/23</u>
Received By:	<u>JM</u>
Application Rcvd <u>(X)</u>	IRS 501(3)(c) Rcvd <u>(X)</u>
Date Forwarded for Approval:	<u>4/7/23</u>



SPCL-23-4

Park Rental & Special Events Permit

Status: Active

Date Created: Mar 3, 2023

Applicant

[Redacted]

1821 Tucker St.

[Redacted]

Contacts Information

What type of application will this be?

Special Events Permit

Is the applicant going to be the main contact for this Special Event?

Yes

Will you have an Alternate Contact for this Special Event?

No

Is there a Sponsor/Organization for this Special Event?

Yes

Will there be an Event Chairperson for this Special Event?

Yes

Sponsor/Organization Information

Name

Selma Chamber of Commerce

Telephone

[Redacted]

Address

1821 Tucker St.

City

Selma

State

CA

Zip

93662

Officer

Char Tucker

Title

Pres.

Event Chairperson**Name**

Char Tucker

Telephone**Address**

1821 Tucker St.

City

Selma

State

CA

Zip

93662

Event Details**Please indicate which Pioneer Village Facilities you will be renting with a check.****Primary Proposed Date of Event**

05/02/2023

Secondary Proposed Date of Event

05/03/2023

How many days will your event be?

4

Nature and Purpose of Event

Annual Selma Raisin Day Festival

Start Time

noon

End Time

11:00 pm

Alcohol being served must end one hour prior to the completion of the event.**Estimated Number of Volunteers**

11

Estimated Number of Participants or Attendees

5,000

Will there be any Animals at your Special Event?

No

Will there be Sound Amplification Equipment?

yes

Will there be Food/Beverage(s) sold and/or served at this event?

Yes

Will your event have Private Security?

No

EVENTS REQUIRING SECURITY WILL BE REQUIRED TO PROVIDE PROOF OF SECURITY FROM THE CITY OF SELMA POLICE DEPARTMENT STAFF. ANY EVENT THAT DOES NOT REQUIRE SECURITY BUT REQUIRES THE POLICE BEING CALLED TO THE EVENT WILL HAVE COSTS DEDUCTED FROM THE SECURITY DEPOSIT. SHOULD THE PAYMENT BE HIGHER THAN THE DEPOSIT, THE PERSON ASSUMING RESPONSIBILITY WILL BE BILLED

Event Activities and Amenities Information

Will there be vehicles at your special event?

No

Will there be a stage?

No

Will there be any temporary structures at your event?

No

Will a generator be used?

No

Will propane be utilized?

No

Sound Application

6-17-5: EXCESSIVE NOISE PROHIBITED: No person shall make, cause or suffer or permit to be made or caused upon any premises or upon any public street, sidewalk, alley or place within the City, any sound or noise which causes discomfort or annoyance to any reasonable person of normal sensitiveness residing or working in the area, unless such noise or sound is specifically authorized by or in accordance with this Chapter. The provisions of this Section shall apply to, but shall not be limited to, the control, use and operation of the following noise

I acknowledge the above information

Hours

7

sources: (A) Radios, musical instruments, phonographs, television sets, tape decks or other machines or devices used for the amplification, production or reproduction of sound or the human voice. (B) Animals or fowl creating, generating or emitting any cry or behavioral sound. (C) Machinery or equipment, such as fans, pumps, air conditioning units, engines, turbines, compressors, generators, motors or similar devices, equipment or apparatus. (D) Construction equipment or work, including the operation, use or employment of pile drivers, hammers, saws, drills, derricks, hoists or similar construction equipment or tools.

District	Time		Sound Level Decibels
Residential	10:00 P.M. to	7:00 A.M.	50
Residential	7:00 P.M. to	10:00 P.M.	55
Residential	7:00 A.M. to	7:00 P.M.	60
Commercial	10:00 P.M. to	7:00 A.M.	60
Commercial	7:00 A.M. to	10:00 P.M.	65
Industrial	Anytime		70

More information on the City Noise Ordinance can be found here (https://codelibrary.amlegal.com/codes/selmaca/latest/selma_ca/0-0-0-14690).

Description of Sound Amplification Equipment

DJ

Time(s)

3:00pm to 10:00pm

Number of Days Sound Amplifying Equipment will be in use

3

Signature of Applicant

Char Tucker
03/03/2023

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 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 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.

Food and Beverage

Visit the Consumer Food Program for more information

I understand that certain items being served or sold will require permits or permission from additional agencies, such as Fresno County and/or the State of California.

Char Tucker
03/03/2023

Please check all types that will be served and/or sold:

Non-Alcoholic Beverages



Prepared Food



Please describe which items will be served and which items will be sold (or both).

All food items are prepared on site by vendors

Parking

Estimated parking requirements

0

Number of space needed

0

Location Information

Will your event require street closure?

Yes

Reason for Street Closure

Space needed to park food and craft vendors

Will any of your event take place on public property?

Yes

Does this event take place along a route?

No

List of all portions of the streets to be traversed

Selma St, Mill St. Rose Ave.

Street Closures

Between the hours of

7:00am - 7:00am

Between Streets

Mill St. from Selma St. to McCall

Applicant Signature

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 _____ in its entirety and as applied to the city of Selma

Signed

Char Tucker

03/03/2023

Title

Chamber Pres.



Post Special Event Fees

Barricades

Police Officer

CSO

Dispatcher

Staff

Selma Business Collaborative

EIN: 83-4042060 | Selma, California, United States

Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes

Deductibility Code: PC [?](#)

Determination Letter

A favorable determination letter is issued by the IRS if an organization meets the requirements for tax-exempt status under the Code section the organization applied.

Final Letter(s)

- [FinalLetter_83-4042060_SELMA_BUSINESS_COLLABORATIVE_03302019_01.tif](https://apps.irs.gov/pub/epostcard/dl/FinalLetter_83-4042060_SELMA_BUSINESS_COLLABORATIVE_03302019_01.tif)
[https://apps.irs.gov/pub/epostcard/dl/FinalLetter_83-4042060_SELMA_BUSINESS_COLLABORATIVE_03302019_01.tif]
- [FinalLetter_83-4042060_SELMA_BUSINESS_COLLABORATIVE_03302019.tif](https://apps.irs.gov/pub/epostcard/dl/FinalLetter_83-4042060_SELMA_BUSINESS_COLLABORATIVE_03302019.tif)
[https://apps.irs.gov/pub/epostcard/dl/FinalLetter_83-4042060_SELMA_BUSINESS_COLLABORATIVE_03302019.tif]

Form 990-N (e-Postcard)

Organizations who have filed a 990-N (e-Postcard) annual electronic notice. Most small organizations that receive less than \$50,000 fall into this category.

✓ **Tax Year 2022 Form 990-N (e-Postcard)**

✓ **Tax Year 2021 Form 990-N (e-Postcard)**

✓ **Tax Year 2020 Form 990-N (e-Postcard)**

✓ **Tax Year 2019 Form 990-N (e-Postcard)**

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **APR 25 2019**

SELMA BUSINESS COLLABORATIVE
C/O ROBERT ALLEN
1821 TUCKER ST
SELMA, CA 93662-0000

Employer Identification Number:
83-4042060
DLN:
26053491006109
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
March 4, 2019
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947



301 E. Fourth Street, Cincinnati, OH 45202

ExecProsm
DECLARATIONS
for
Nonprofit Solution
Insurance Policy

Insurance is afforded by the company indicated below: (Each a capital stock corporation)

[X] Great American Insurance Company

Policy Number: EPP5769124

Policy Form Number: D16100

Item 1. Name of Organization: SELMA DISTRICT CHAMBER OF COMMERCE
Mailing Address: 1821 TUCKER STREET
City, State, Zip Code: SELMA, CA 93662
Attn: EXECUTIVE DIRECTOR

Item 2. Policy Period: From 12/13/2022 To 12/13/2023
(Both dates at 12:01 a.m. Standard Time at the address of the Organization as stated in Item 1)

Item 3. Aggregate Limit(s) of Liability for each Policy Year:

- (a) \$ 2,000,000 for all Claims other than Claims for Employment Practices Wrongful Acts.
(b) \$ 10,000 Donor Data Loss Crisis Fund Sublimit of Liability. This limit is part of and not in addition to the Limit of Liability provided for in 3(a).
(c) \$ 2,000,000 for all Claims for Employment Practices Wrongful Acts. This limit is:
(d) \$ 150,000 FLSA Defense Sublimit of Liability. This limit is part of and not in addition to the Limit of Liability provided for in 3(c).

Item 4. Retentions:

Insuring Agreement A: \$ 0 Each Claim
Insuring Agreements B and/or C: \$ 1,000 Each Claim

Item 5. Premium: \$ 2,308

Item 6. Endorsements Attached:

D16548 D16712 (13) DTICOV IL7324

Item 7. Notices: All notices required to be given to the Insurer under this Policy shall be addressed to:
Great American Insurance Companies
Executive Liability Division
P.O. Box 66943
Chicago, Illinois 60666

Item 8. Prior & Pending Litigation Date: 12/13/2007

These Declarations along with the completed and signed Proposal Form and Nonprofit Solution Insurance Policy, shall constitute the contract between the Insureds and the Insurer.

THIS IS A CLAIMS MADE POLICY. READ IT CAREFULLY.

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

April 17, 2023

ITEM NO: 8.

SUBJECT: Consideration of Approval of Job Descriptions for Finance Department Manager and Management Analyst

BACKGROUND: Per the City of Selma Municipal Code Section 2-2-2, section (D), any revisions to class specifications are required to be approved by the City Council.

DISCUSSION: The City of Selma is not fully staffed and, in an effort to recruit for vacant positions identified within the approved 2022/2023 budget, staff has determined existing job specifications are not up to current industry standards. In order to attract qualified applicants, updated job descriptions require amending in order to accommodate current recruitment needs.

The original Finance Department Manager job description was approved in 2004. The attached job description reflects current requirements of the position.

The Management Analyst position was created in the current fiscal year and the attached job description reflects the desired requirements of the position.

RECOMMENDATION: Adopt Resolution approving updated job description for Finance Department Manager and new job description for Management Analyst.

_____/s/
Jasmin Bains
Deputy City Manager

_____April 11, 2023
Date

_____/s/
Fernando Santillan
City Manager

_____April 11, 2023
Date

RESOLUTION NO. 2023-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA APPROVING THE JOB DESCRIPTIONS FOR FINANCE
DEPARTMENT MANAGER AND MANAGEMENT ANALYST**

WHEREAS, On June 20, 2022, the City Council adopted the 2022/2023 fiscal year budget approving Full-Time Employee (FTE) quantities; and,

WHEREAS, On December 5, 2022, the City Council approved the increase to the 2022/2023 fiscal year budget for two full-time positions in the Community Services Department; and,

WHEREAS, The City Manager for the City of Selma, in an effort to recruit for vacant positions within the approved 2022/2023 budget, has determined job specifications are not up to current industry standards which requires amending job specifications in order to accommodate current recruitments needs; and,

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Selma hereby finds, determines, and declares the following:

Section 1. The above recitals are true and correct;

Section 2. The City Council hereby approves the recommendation to approve the job descriptions for Finance Department Manager and Management Analyst in order to accommodate current recruitment needs.

Section 3. Severability. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

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

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Selma held on the 17th day of April 2023 by the following vote:

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

(signatures on following page)

Scott Robertson
Mayor

ATTEST:

Reyna Rivera
City Clerk

PURPOSE:

Under general supervision, provides varied administrative and analytical support to assigned departmental and/or divisional projects and programs; analyzes programmatic practices and procedures and makes recommendations for organizational, operational, policy, and procedural improvements; conducts needs analysis, feasibility studies, and program evaluations for assigned projects and programs; develops, summarizes, and maintains administrative and fiscal records; fosters cooperative working relationships among City departments and acts as liaison with various community, public, and regulatory agencies; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED:

Receives general supervision from assigned supervisory or management personnel. Exercises no direct supervision over staff. May provide technical and function direction to lower-level staff.

ESSENTIAL FUNCTIONS STATEMENT: *Management reserves the right to add, modify, change or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees may perform the essential functions of the job.*

Essential Functions (Illustrative Only):

- Assists in developing goals, objectives, policies, procedures, work standards, and administrative control systems.
- Performs professional-level administrative and programmatic work in such areas as financial administration and reporting, purchasing, management analysis, and program evaluation.
- Coordinates department-specific programs and projects; plans, organizes, oversees, and directs all aspects of assigned programs, including legal and regulatory compliance to avoid substantial fines; coordinates with private businesses and governmental agencies regarding the program as needed.
- Participates in the development and implementation of new or revised programs, systems, procedures, and methods of operation; compiles and analyzes data and makes recommendations regarding staffing, equipment, and facility needs.
- Participates in the development and administration of project and programmatic budgets, including cost containment and grant funds disbursement.
- Collects, compiles, and analyzes information from various sources on a variety of specialized topics related to programs administered by the position or by management staff including complex financial, budget, or administrative issues or questions; prepares comprehensive technical records and reports to present and interpret data, identifies alternatives, and makes and justifies recommendations.
- Conducts surveys and performs research and statistical analyses on administrative,

fiscal, personnel, and operational problems or issues; monitors legislation and analyzes proposed legislation.

- Serves as a liaison with employees, public, and private organizations, community groups, and other organizations; provides information and assistance to the public regarding the assigned programs and services; receives and responds to complaints and questions relating to assigned area of responsibility; reviews problems and recommends corrective actions.
- May assist in the development and reporting of alternate funding sources and ensures that City, state, federal and funding agency and City accounting and reporting requirements and applicable laws, regulations, and professional accounting practices are met.
- Prepares and submits City Manager and City Council agenda reports and various other commission, committee, and staff reports, resolutions, ordinances, and correspondence regarding assigned activities.
- Confers with other management staff regarding provision of administrative and support services, including contracts, agreements, and grant reporting.
- Assists in the preparation of requests for proposals and bids and administers consultant contracts.
- Maintains accurate records and files; develops storage of records and retention schedules.
- Conducts a variety of analytical and operational studies regarding programmatic activities; evaluates alternatives, makes recommendations, and assists with the implementation of procedural, administrative, and/or operational changes after approval.
- Designs, develops, organizes, and oversees multiple programs; administers program budgets; acts as the liaison between the City and outside agencies and vendors; oversees committees formed for these programs; receives, reviews, and organizes program applications; ensures that awards stay within funding limits; presents committees' recommendations to the City Council; sends award letters to program applicants; represents the City to applicants.
- Assists with and coordinates and organizes special events; represents City to residents in explaining City policies; provides outreach and public education programs to the community.
- Plans, organizes, and oversees special projects that require coordination with and direction of contract consultants.
- Participates on a variety of interdisciplinary committees and commissions and represents the City to a variety of community and stakeholder groups.
- Communicates orally, in writing, or through graphic representations and statistical summaries with colleagues, managers, employees, the public, organized employee groups and representatives of various organizations.
- Performs other duties as assigned.

QUALIFICATIONS / REQUIREMENTS:

Knowledge of:

- Principles and practices of municipal government management.
- Basic principles, practices, and procedures of funding sources and grant funds disbursement.
- Project and/or program management, analytical processes, and report preparation techniques; municipal programs such as, but not limited to, purchasing, personnel, risk management, finance, budgeting, and other related governmental programs.
- Organizational and management practices as applied to the analysis, evaluation, development, and implementation of programs, policies, and procedures.
- Basic principles and practices of public administration as applied to operational unit and program administration.
- Research and reporting methods, techniques, and procedures.
- Sources of information related to a broad range of municipal programs, services, and administration.
- Applicable Federal, State, and local laws, codes, and regulations.
- Public relations techniques.
- Principles and practices of public agency budget development and administration and sound financial management policies and procedures.
- Principles and practices of contract administration and evaluation.
- Recent and on-going developments, current literature, and sources of information related to the operations of the assigned division.
- Record keeping principles and procedures.
- Modern office practices, methods, and computer equipment.
Computer applications related to the work.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for dealing effectively with the public, vendors, contractors, and City staff, in person and over the telephone.
- Techniques for effectively representing the City in contacts with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations.
- Techniques for providing a high level of customer service to public and City staff, in person, and over the telephone.

Ability to:

- Assist in the development of goals, objectives, policies, procedures and work standards for the department.
- Coordinate and oversee programmatic administrative, budgeting, and fiscal reporting activities.

- Perform responsible and difficult administrative work involving the use of independent judgment and personal initiative.
- Plan and conduct effective management, administrative, and operational studies.
- Plan, organize, and carry out assignments from management staff with minimal direction.
- Conduct research on a wide variety of administrative topics including grant funding, contract feasibility, budget and staffing proposals, and operational alternatives.
- Analyze, interpret, summarize, and present administrative and technical information and data in an effective manner.
- Evaluate and develop improvements in operations, procedures, policies, or methods. Research, analyze, and evaluate new service delivery methods, procedures, and techniques.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Interpret, explain, and ensure compliance with City policies and procedures, complex laws, codes, regulations, and ordinances.
- Conduct complex research projects, evaluate alternatives, make sound recommendations, and prepare effective technical staff reports.
- Effectively represent the department and the City in meetings with governmental agencies, community groups, and various businesses, professional, and regulatory organizations, and in meetings with individuals.
- Establish and maintain a variety of filing, record-keeping, and tracking systems. Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Operate modern office equipment including computer equipment and specialized software applications programs.
- Understand and follow oral and written instructions.
- Exercise good judgment, flexibility, creativity, and sensitivity in response to changing situations and needs.
- Use English effectively to communicate in person, over the telephone, and in writing. Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work.
- Represents the City at events, including conferences, trade shows, ribbon cutting ceremonies, and other city partner-related functions.

REQUIREMENTS:

Education and Experience:

Equivalent to graduation from an accredited four-year college or university with major coursework in business or public administration, human resources administration, economics, accounting, finance, or a related field, and three (3) years increasingly responsible professional administrative and analytical experience in municipal government, including experience in budget, strategic planning, policy analysis, organizational development, and/or personnel management.

Licenses and Certifications:

- Possession of, or ability to obtain, a valid Class C California driver's license.

ADDITIONAL INFORMATION:

May be required to work on evenings, weekends and holidays.
May be required to travel.

Physical Demands:

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer, to operate a motor vehicle and to visit various City and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. This is primarily a sedentary office classification, although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in in this classification may occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Positions in this classification frequently lift and carry reports and records that typically weigh less than 20 pounds.

Environmental Elements:

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

PURPOSE:

Under general direction, responsible for supervising staff; overseeing day-to-day operations; planning operational activities; monitoring departmental budget; identifying and resolving financial discrepancies; interpreting and applying community applicable codes, laws, rules and regulations; training city staff on policies and procedures; handling escalated customer service issues; coordinating activities with internal staff and external agencies; and developing in and implementing operation procedures. Oversee activities and operations of the Finance Department, including utility billing, accounts payable, payroll, purchasing, business licensing and budget activities.

SUPERVISION RECEIVED AND EXERCISED:

Receives general direction from the Director of Finance/Treasurer and/or Deputy City Manager. Exercises direct and indirect supervision and management over professional, technical and clerical staff.

ESSENTIAL FUNCTIONS STATEMENT: *Management reserves the right to add, modify, change or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees may perform the essential functions of the job.*

Essential Functions (Illustrative Only):

- Assists with full management responsibility for assigned services and activities of the Finance Department, including utility billing, accounts payable, payroll, business licenses, purchasing, and assists in the preparation of the City operating and capital improvement plan budgets.
- Exhibits a service orientation toward internal and external customers and maintains productive working relationships.
- Actively manage and actively participate in the development and implementation of organizational and departmental goals, objectives, policies and priorities for assigned programs; recommend and administer policies and procedures.
- Supervise staff to include: prioritizing and assigning work; conducting performance evaluations; ensure staff is trained; ensure employees follow policies and procedures; maintain a safe working environment; and, provide hiring, termination, and disciplinary recommendations.
- Plan and oversee the daily operations of the organization's financial activities. Review and provide guidance and approval in daily processing activities ensuring accuracy and compliance with applicable state, federal and local regulations and with generally accepted accounting principles.
- Manage audits, identify discrepancies and implement corrective actions. Research and analyze fiscal data and information. Develop and prepare related reports. Provide assessments and recommendations.

- Provide training, explain and interpret applicable policies, procedures and regulations. Respond to questions and requests for information from staff and the general public. Research and resolve escalated disputes and issues. Collaborate with internal and external representatives to resolve issues.
- Develop, implement, and administer operating policies and procedures and monitor compliance. Develop and implement department budget. Monitor expenditures to ensure compliance with approved budget.
- Monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; recommend, within departmental policy, appropriate service and staffing levels.
- Oversee utility billing cycles including collections and the creation of new accounts; prepare reports on potential changes to utility billing.
- Supervise accounts payable functions including processing of invoices; review warrant registers prior to payment to vendors.
- Receive and approve payroll information including payroll warrants and warrants for taxes and deductions.
- Assist in the monitoring and accounting for all City debts.
- Participate in annual City audits; meet and confer with auditor; compile all necessary information; research and explain areas of concern.
- Serve as the liaison or designee for the Finance Department with other divisions, departments and outside agencies; negotiate and resolve sensitive and controversial issues.
- Provide responsible staff assistance to the Finance Director.
- Attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of accounting and financial services.
- Perform related duties and responsibilities as required.

QUALIFICATIONS / REQUIREMENTS:

Knowledge of:

- Operational characteristics, services and activities of a municipal financial management program.
- Principles and practices of accounting and financial management. Principles and practices of program development and administration. Methods and techniques of auditing.
- Principles and practices of payroll administration.
- Principles and practices of municipal budget preparation and administration. Principles of business letter writing and basic report preparation.
- Principles and procedures of financial record keeping and reporting. Intermediate mathematical principles.

- Principles of supervision, training and performance evaluation.
- Pertinent federal, state and local laws, codes and regulations.

Ability to:

- Oversee and participate in the management of a comprehensive financial management program.
- Oversee, direct and coordinate the work of lower level staff.
- Plan, organize, direct and coordinate the work of lower level staff. Supervise, train and evaluate staff.
- Manage and/or supervise all City accounting functions. Participate in auditing activities.
- Participate in the development and administration of division goals, objectives and procedures.
- Administer large program and department budgets.
- Prepare clear and concise administrative and financial reports
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Research, analyze and evaluate new service delivery methods and techniques. Interpret and apply federal, state and local policies, laws and regulations.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading, writing and operating assigned equipment.
- Maintain mental capacity which allows the capability of making sound decisions and demonstrating intellectual capabilities.
- Maintain physical condition appropriate to the performance of assigned duties and responsibilities.

REQUIREMENTS:

Education and Experience:

Any combination of experience and training that would likely provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

A Bachelor's Degree from an accredited four-year college or university with major course work in business administration, public administration, accounting, finance or a related field required and five (5) years of increasingly responsible fiscal management in business or government with at least two (2) years in a responsible supervisory capacity,

A Master's Degree, Certified Public Accountant or equivalent is preferred.

Licenses and Certifications:

- Possession of, or ability to obtain, a valid Class C California driver's license.
- Ability to be bonded.

ADDITIONAL INFORMATION:

May be required to work on evenings, weekends and holidays.

Physical Demands:

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer, to operate a motor vehicle and to visit various City and meeting sites; vision to read printed material and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. This is primarily a sedentary office classification, although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in in this classification may occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Positions in this classification frequently lift and carry reports and records that typically weigh less than 20 pounds.

Environmental Elements:

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
81469	04/06/23	Printed	A&S PUMP SERVICE	PW -E FRONT PUMP STATION FLOAT SWITCH/CABLE, W FRONT ST PUMP STATION RESET, SHAFER PARK PUMP INSPECTION		937.33
81470	04/06/23	Printed	ACTION TOWING AND DIVE TEAM	PD -RECOVERY OF 2011 HYUNDAI ACCENT 8MPU766, EVIDENCE TOWING FEB 2023		3,380.00
81471	04/06/23	Printed	DIXIE AKIN	REC -TRIP CANCELLATION MEDIEVAL TIMES		50.00
81472	04/06/23	Printed	ALEJANDRO ALVAREZ	PD -IA COURSE PER DIEM 4/24/23-4/26/23	R	33.00
81473	04/06/23	Printed	MARK ALVES / ALVES ELECTRIC	PW -INSTALL POWER TO NEW CUBICLES, RUN POWER TO HAND DRYERS AT SHAFER PARK RESTROOMS		3,170.00
81474	04/06/23	Printed	AT&T	PD -FIRE ALARM		248.80
81475	04/06/23	Printed	AT&T MOBILITY	ADMIN -TELEPHONE/MDT'S 2/12/23-3/11/23		1,779.24
81476	04/06/23	Printed	BANNER PEST CONTROL INC	ADMIN -PEST CONTROL MARCH 2023		456.00
81477	04/06/23	Printed	BATTERY SYSTEMS INC.	PW -BATTERIES FOR ALARM SYSTEM		266.12
81478	04/06/23	Printed	BAUER COMPRESSORS INC.	FD -UNIFORMS, MSA CYLINDERS		540.60
81479	04/06/23	Printed	PEGGY BENNETT	REC -TRIP CANCELLATION LAS VEGAS		200.00
81480	04/06/23	Printed	TRACY CABATIC	FIN -WIRELESS 10 KEY REIMB.		24.92
81481	04/06/23	Printed	CENTRAL VALLEY LOCK & SAFE INC	PW -REKEY CITY HALL & PUBLIC WORKS YARD		2,516.85
81482	04/06/23	Printed	CONSOLIDATED ELECTRICAL	PW -ELECTRICAL SUPPLIES FOR FIRE RESERVE BLDG		1,703.92
81483	04/06/23	Printed	COUNTY OF KINGS DEPT OF	PW -PESTICIDE WORKER SAFETY TRAINING		110.00
81484	04/06/23	Printed	DATAPATH LLC	ADMIN -FIRE ADMIN SERVER RACK UPS REPLACEMENT, LAPTOP & DOK FOR FINANCE, LAPTOP FOR PD, LAPTOP FOR CODE ENFORCEMENT, MONITORS/KEYBOARDS FOR PR AND TECH		8,200.96
81485	04/06/23	Printed	DEPARTMENT OF HEALTH CARE	FD -GEMT QAF 2022 4TH QRT		27,624.24
81486	04/06/23	Printed	RAUL ESCAMILLA / ESCAMILLA	PW -REPAIRS TO CITY SIDEWALK 2ND & E FRONT ST, REPARIS TO CUSTOM CONCRETE		10,250.00
81487	04/06/23	Printed	FINANCIAL PACIFIC LEASING	FD -2019 DANKO WILDLAND VEHICLES LEASE		21,922.40
81488	04/06/23	Printed	FRESNO COUNTY FIRE	FD -DISPATCHING SERVICES 8/1/22-12/31/22		13,123.08
81489	04/06/23	Printed	FRESNO OXYGEN	FD -OXYGEN RENTALS		404.92
81490	04/06/23	Printed	GCS ENVIRONMENTAL EQUIPMENT	PW -GUTTER BOOMS UNIT 1315 & 1318		4,087.74
81491	04/06/23	Printed	ANDREW GUZMAN	PD -IA COURSE PER DIEM 4/24/23-4/26/23		33.00
81492	04/06/23	Printed	HEALTHEDGE ADMINISTRATORS INC.	HR -DENTAL CLAIMS 3/22/23		2,203.94
81493	04/06/23	Printed	HENRY SCHEIN INC.	FD -MEDICAL SUPPLIES		343.94
81494	04/06/23	Printed	JOYCE HEUBERT	REC -TRIP CANCELLATION MEDIEVAL TIMES		100.00
81495	04/06/23	Printed	IRG MASTER HOLDINGS, LLC	FIN -CVTC UTILITIES 1/25/23-2/24/23	R	1,981.75
81496	04/06/23	Printed	JH TACKETT INC.	ADMIN -EXECUTIVE NOTEBOOKS		42.90
81497	04/06/23	Printed	JOHNSON CONTROLS SECURITY	ADMIN -ALARM SERVICES 4/1/23-6/30/23		4,018.50
81498	04/06/23	Printed	CHERYL KAIN / BLOOMIE'S FLORAL & GIFTS	ADMIN -FUNERAL WREATH FOR OFFICER CARRASCO		242.80
81499	04/06/23	Printed	MCCORMICK, KABOT, JENNER & LEW	CITY ATTORNEY -LEGAL FEES 12/28-1/25/23		3,230.00
81500	04/06/23	Printed	MEDLINE INDUSTRIES, INC.	FD -MEDICAL SUPPLIES		714.14
81501	04/06/23	Void		Void Check		0.00
81502	04/06/23	Printed	ODP BUSINESS SOLUTIONS LLC	ADMIN -OFFICE SUPPLIES		2,692.70
81503	04/06/23	Printed	PAUL JACOBS CONSTRUCTION INC / 1-800 BOARD UP	BLDG -BOARD UP 2450 SHAFT & 2591 ROSE	R	5,260.92
81504	04/06/23	Printed	PG&E	ADMIN -UTILITIES FEBRUARY 2023		4,290.32
81505	04/06/23	Printed	PG&E	ADMIN -UTILITIES MARCH 2023		29,038.22
81506	04/06/23	Printed	PG&E	ADMIN -UTILITIES MARCH 2023		18,365.20
81507	04/06/23	Printed	PG&E	ADMIN -UTILITIES MARCH 2023		331.91
81508	04/06/23	Printed	HAROLD M PHILLIPS / MARTIN JEWELERS	PW -RETIREMENT WATCH FOR DON CALHOUN		325.43
81509	04/06/23	Printed	PITNEY BOWES BANK INC	CH -POSTAGE REFILL		73.72
81510	04/06/23	Printed	REGIONAL GOVERNMENT SERVICES	ADMIN -CONTRACT SERVICES FOR HR & FINANCE FEB 2023, REIMBURSABLE EXPENSES FOR POLLARD & MCCRORY		31,441.10
81511	04/06/23	Printed	REXEL USA, INC. / PLATT ELECTRIC SUPPLY	FIN -CVTC SUPPLIES	R	12,810.59
81512	04/06/23	Printed	PAT ROBERTSON	REC -TRIP CANCELLATION MONTEREY		50.00
81513	04/06/23	Printed	SANTA MARIA CALIFORNIA NEWS	CITY CLERK -BUILDING CODE UPDATE		165.72
81514	04/06/23	Printed	SECOND CHANCE ANIMAL SHELTER	FIN -ANIMAL SHELTER SPAY & NEUTER SERVICES		1,500.00
81515	04/06/23	Printed	SELMA UNIFIED SCHOOL DISTRICT	ADMIN -FUEL JANUARY 2023		23,516.94
81516	04/06/23	Printed	SPARKLETT'S	FIN -WATER SERVICE FOR CVTC	R	42.99
81517	04/06/23	Printed	SPECIALIZED GRAPHICS, INC.	PD -CODE ENFORCEMENT SIGNAGE FOR OFFICE		128.05
81518	04/06/23	Printed	STERLING CODIFIERS INC.	CITY CLERK -ORDINANCE CODIFICATION 2023-1 PURCHASING		47.73
81519	04/06/23	Printed	STRYKER SALES CORPORATION	FD -MEDICAL SUPPLIES		538.68
81520	04/06/23	Printed	SUN BADGE CO	FD -BADGES		914.66
81521	04/06/23	Printed	SURVEILLANCE INTEGRATION INC.	PD -VIDEO SECURITY PROTECTION PLAN 12/1/22-3/1/23		11,762.89
81522	04/06/23	Printed	TAG-AMS, INC.	HR -ANNUAL RENEWLA FEE FTA, ANNUAL RENEWAL FOR NON DOT		450.00
81523	04/06/23	Printed	TEC GROUP INC.	HR -TECHNICIAN 3/19/23 & 3/26/23		6,316.19
81524	04/06/23	Printed	TIFCO INDUSTRIES, INC.	PW -RETRACTABLE RATCHES		352.27
81525	04/06/23	Printed	TYLER TECHNOLOGIES, INC.	FIN -ANNUAL MAINTENANCE AGREEMENT AR MODULE		873.41
81526	04/06/23	Printed	U.S. BANK CORPORATE PMT SYSTEM	ADMIN -CALCARD CHARGES 2/23/23-3/22/23	PARTIAL R	98,202.10
81527	04/06/23	Printed	JAMES UHL / BREAKING THE CHAIN CONSULTING	ADMIN -3 DAY TEAM WORKSHOP 3/23/23-3/25/23		11,037.40
81528	04/06/23	Printed	UNITED FAMILY MEMBERS INC DBA WINDTAMER TARPS	ADMIN -REPAIRS FOR SHAFER PARK PLAYGROUND		11,158.00

CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
81529	04/06/23	Printed	VERIZON WIRELESS	ADMIN -AIRCARDS 2/19-3/18/23		900.09
81530	04/06/23	Printed	DANIEL VIVEROS / D&G FENCE CO	PW -REPLACED GATE V TRACK AT CORP YARD		275.00
81531	04/06/23	Printed	WESTERN CAMPS, INC.	ADMIN -EXECUTIVE TEAM RETREAT FINAL PAYMENT		3,565.00
81532	04/06/23	Printed	MARGARET ZAVALA	REC -TRIP CANCELLATION LAS VEGAS		150.00
TOTAL						380,518.32

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

US BANK INVOICE FOR CALCARD CHARGES: 2/23/23-3/22/23

EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
ALEJANDRO ALVAREZ	3/3/2023	METRO UNIFORM AND ACCESSORIES	OC SPRAY	100-2200-600.250.000	155.70
ALEJANDRO ALVAREZ	3/9/2023	WALMART	FTO BINDER	100-2200-600.250.000	19.01
ALEJANDRO ALVAREZ	3/15/2023	EZ MART	FUEL - SACRAMENTO OFFICER CARRASCO ADJOURNMENT	701-9200-600.257.000	89.06
ALEJANDRO ALVAREZ	3/16/2023	PISTACHIO DRIVE GAS STATION	FUEL - SACRAMENTO OFFICER CARRASCO ADJOURNMENT	701-9200-600.257.000	79.95
ALEJANDRO ALVAREZ	3/16/2023	CITY OF SACRAMENTO	SACRAMENTO OFFICER CARRASCO ADJOURNMENT	100-2200-610.910.000	12.00
ALVIN DIAS	3/2/2023	RIGID STORE	BELT & SPRING FOR RIGID DRAIN SNAKE	702-9300-600.305.000	19.05
AMY SMART	2/22/2023	KENMARK	ARTS CENTER CINDERELLA BACKDROP	605-4300-656.540.048	1,164.00
AMY SMART	2/25/2023	G'S RISTORANTE	STAFF MEETING	100-4100-610.920.000	74.51
AMY SMART	3/3/2023	KNOTTY CHIX	CITY HALL EMPLOYEE APPRECIATION EVENT	100-1300-610.000.000	504.40
AMY SMART	3/7/2023	PIERRE'S COSTUMES	ARTS CENTER CINDERELLA COSTUMES	605-4300-656.540.048	4,295.25
ANDREW GUZMAN	2/23/2023	PETCO	DOG FOOD	100-2200-600.400.700	133.92
ANDREW GUZMAN	3/7/2023	THE BEARS DEN	OFFICER SWEARING IN CEREMONY	100-2200-600.400.000	33.28
ANDREW GUZMAN	3/12/2023	CHEAPER THAN DIRT	BASKET WEAVE BELT KEEPERS	100-2200-600.250.000	121.70
ANDREW GUZMAN	3/12/2023	AMAZON MARKETPLACE	BASKET WEAVE PEPPER SPRAY HOLDERS	100-2200-600.250.000	88.74
ANDREW GUZMAN	3/12/2023	CHEAPER THAN DIRT	BASKET WEAVE BELT KEEPERS - CREDIT	100-2200-600.250.000	(0.01)
ANDREW GUZMAN	3/13/2023	76 GAS STATION	GAS PUMPS DOWN	100-2200-600.250.000	48.40
ANDREW GUZMAN	3/13/2023	CHEAPER THAN DIRT	BASKET WEAVE GLOCK HOLDER	100-2200-600.250.000	749.59
ANDREW GUZMAN	3/20/2023	COPS PLUS	BASKET WEAVE HANDCUFF POUCH AND MAGAZINE CASE	100-2200-600.250.000	311.61
ANTHONY RIVAS	2/27/2023	AMAZON	LAMINATING POUCHES	100-2525-600.250.000	26.14
ANTHONY RIVAS	3/2/2023	AMAZON	IPAD CHARGING CORDS (4)	100-2525-600.250.000	11.69
CALEB GARCIA	2/24/2023	ARCO, FRESNO CA	FUEL-ACT	269-2100-600.257.000	75.26
CALEB GARCIA	2/28/2023	ARCO, FRESNO CA	FUEL-ACT	269-2100-600.257.000	73.71
CALEB GARCIA	3/3/2023	ELM FOOD MART, FRESNO CA	FUEL-ACT	269-2100-600.257.000	75.00
CALEB GARCIA	3/8/2023	STOP N SHOP 2, FRESNO CA	FUEL-ACT	269-2100-600.257.000	80.01
CALEB GARCIA	3/14/2023	CHEVRON, SANGER CA	FUEL-ACT	269-2100-600.257.000	80.76
CALEB GARCIA	3/18/2023	76, FRESNO CA	FUEL-ACT	269-2100-600.257.000	84.33
CASSY L FAIN	3/1/2023	HOME DEPOT	PAINT CODE ENFORCEMENT	100-2200-600.250.000	386.60
CASSY L FAIN	3/3/2023	EVENT BRIGHT	TRAINING	100-2200-610.915.000	945.00
CITY OF SELMA FIRE QRT MST	3/3/2023	BIG 5 SPORTING GOODS	AXE TOOL WRAPS	100-2525-600.250.000	12.98
CITY OF SELMA FIRE QRT MST	3/14/2023	COSTCO GAS	FUEL FOR TRAINING CLASS	701-9200-600.257.000	36.47
CITY OF SELMA STATION 1	3/3/2023	NAPA AUTO PARTS	ENGINE III VEHICLE MAINTENANCE	100-2525-600.250.000	7.04
CITY OF SELMA STATION 1	3/10/2023	NAPA AUTO PARTS	ENGINE III VEHICLE MAINTENANCE	100-2525-600.250.000	15.18
CITY OF SELMA STATION 1	3/11/2023	NAPA AUTO PARTS	STATION 1 MAINTENANCE	100-2525-600.250.000	14.45
CITY OF SELMA STATION 1	3/16/2023	WM SUPERCENTER	STATION 1 MAINTENANCE	100-2525-600.250.000	114.35
CITY OF SELMA STATION 1	3/16/2023	SQ MIRROR FINISH POLISHES	ENGINE III VEHICLE MAINTENANCE	100-2525-600.250.000	30.26
CITY OF SELMA STATION 1	3/16/2023	THE HOME DEPOT	STATION 1 KITCHEN TABLE	100-2525-600.250.000	110.45
CITY OF SELMA STATION 1	3/21/2023	NELSONS ACE HARDWARE	STATION 1 KITCHEN TABLE	100-2525-600.250.000	20.60
CITY OF SELMA STATION 2	2/26/2023	WM SUPERCENTER	STATION 2 SUPPLIES	100-2525-600.250.000	73.50
CITY OF SELMA STATION 2	2/26/2023	THE HOME DEPOT	MASK CLEANER	100-2525-600.250.000	5.40
CITY OF SELMA STATION 2	2/26/2023	WM SUPERCENTER	STATION 2 CLEANING SUPPLIES	100-2525-600.250.000	183.82
CITY OF SELMA STATION 2	3/3/2023	UNIQUELY YOURS	E110 CROSSLAY STRAPS STITCHING	100-2525-600.250.000	40.00
CITY OF SELMA STATION 2	3/4/2023	WM SUPERCENTER	STATION 2 WATER	100-2525-600.250.000	44.16
CITY OF SELMA STATION 2	3/7/2023	EMERGENCY MEDICAL SERVICE	PETERS RECERT/ RENEW	100-2500-610.917.000	250.00
CITY OF SELMA TRAINING DIVISION	3/7/2023	POSITIVE PROMOTIONS	FIRE HATS & STICKERS	100-2525-600.250.000	562.40
CYNTHIA GOMEZ	3/8/2023	HYATT REGENCY	911 CONFERENCE	100-2100-610.920.000	1,482.80
EMS DIVISION 550	2/28/2023	RITE AID	STATION SUPPLIES	600-2600-600.250.000	23.85
EMS DIVISION 550	3/10/2023	76 GAS STATION	FUEL	701-9200-600.257.000	105.00
EMS DIVISION 550	3/19/2023	76 GAS STATION	FUEL	701-9200-600.257.000	103.01
EMS DIVISION 550	3/19/2023	CHEVRON	FUEL	701-9200-600.257.000	95.55

US BANK INVOICE FOR CALCARD CHARGES: 2/23/23-3/22/23

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
EMS DIVISION 550	3/19/2023	CIRCLE K	FUEL	701-9200-600.257.000	54.74
EMS DIVISION 551	2/22/2023	CHEVRON	FUEL	701-9200-600.257.000	72.41
EMS DIVISION 551	2/23/2023	CHEVRON	FUEL	701-9200-600.257.000	57.21
EMS DIVISION 551	3/1/2023	THE HOME DEPOT	PARTS FOR STATION	600-2600-600.250.000	32.47
EMS DIVISION 552	2/27/2023	WAL-MART	WATER FOR UNIT	100-2525-600.250.000	22.08
EMS DIVISION 552	3/5/2023	AUTOZONE	MOTOR OIL	701-9200-600.250.000	34.70
EMS DIVISION 553	2/25/2023	76 GAS STATION	FUEL	701-9200-600.257.000	54.54
EMS DIVISION 553	2/25/2023	76 GAS STATION	FUEL	701-9200-600.257.000	94.19
EMS DIVISION 553	2/25/2023	O'REILLY	DEF FLUID	701-9200-600.250.000	24.24
FABIAN URESTI	2/23/2023	SP MERET	EMS BAGS	600-2600-600.250.000	300.25
FABIAN URESTI	3/2/2023	THE HOME DEPOT	SHELVES STATION 3	600-2600-600.250.000	270.10
FABIAN URESTI	3/3/2023	LIVEACTIONSAFETY.COM	MCI VESTS/EMS EQUIPMENT	600-2600-600.250.000	202.74
FABIAN URESTI	3/16/2023	THE HOME DEPOT	SHELVES STATION 2	600-2600-600.250.000	270.10
FERNANDO MORAN	2/23/2023	NELSON'S ACE HARDWARE	PAINT-SHAFER PARK RESTROOMS	456-4100-700.100.000	252.53
FERNANDO MORAN	2/23/2023	NELSON'S ACE HARDWARE	REPLACEMENT CARTRIDGES FOR RESPIRATORS-PARKS	100-5300-600.250.000	24.99
FERNANDO MORAN	2/24/2023	GRAINGER	SCREWS-SHAFER PARK RESTROOM	456-4100-700.100.000	12.85
FERNANDO MORAN	2/24/2023	HOME DEPOT	STEEL FISH TAPE-BLDGS.	702-9300-600.370.000	43.35
FERNANDO MORAN	2/24/2023	HOME DEPOT	ELECTRICAL TAPE-BLDGS.	702-9300-600.250.000	5.95
FERNANDO MORAN	2/27/2023	NELSON'S ACE HARDWARE	GRAFTING TAPE-SHAFER PARK/CITY YARD	100-5300-600.250.000	(3.88)
FERNANDO MORAN	2/27/2023	NELSON'S ACE HARDWARE	PAINT/PAINT SUPPLIES-SHAFER PARK RESTROOMS	456-4100-700.100.000	147.30
FERNANDO MORAN	2/27/2023	NELSON'S ACE HARDWARE	FAUCET GREASE & TEFLON-CITY YARD	702-9300-600.250.000	10.07
FERNANDO MORAN	2/27/2023	NELSON'S ACE HARDWARE	GRAFTING TAPE/TREE SEALER-LINCOLN PARK	100-5300-600.250.000	15.97
FERNANDO MORAN	3/1/2023	GRAINGER	BIT SOCKET SET-PARKS	100-5300-600.305.000	166.97
FERNANDO MORAN	3/1/2023	NELSON'S ACE HARDWARE	SPRAY PAINT/BIT SET/HARDWARE-SHAFER PARK RESTROOMS	456-4100-700.100.000	43.27
FERNANDO MORAN	3/1/2023	NELSON'S ACE HARDWARE	INSECT KILLER - STREETS	210-5400-600.250.000	21.99
FERNANDO MORAN	3/1/2023	HOME DEPOT	TOOL BAG/PLIERS/SCREWDRIVERS/UTILITY KNIVES-PARKS	100-5300-600.305.000	185.11
FERNANDO MORAN	3/2/2023	HOME DEPOT	ROUNDUP-PARKS	100-5300-600.250.000	93.29
FERNANDO MORAN	3/2/2023	HOME DEPOT	ROUNDUP-STREETS	210-5400-600.250.000	93.29
FERNANDO MORAN	3/2/2023	HOME DEPOT	ROUNDUP-LLMD'S	220-5300-600.250.000	93.29
FERNANDO MORAN	3/6/2023	NELSON'S ACE HARDWARE	CUT KEY	702-9300-600.250.000	3.24
FERNANDO MORAN	3/7/2023	HOME DEPOT	MAKITA 18V LXT 2 PACK BATTERIES/CHALK KIT/SWIVEL SOCKET RAILS-PARKS	100-5300-600.305.000	354.62
FERNANDO MORAN	3/8/2023	SIERRA PACKAGING	PRUNER/IRRIGATION SHOVEL/SCOOP SHOVEL/ORCHARD LOPPERS-PARKS	100-5300-600.305.000	249.04
FERNANDO MORAN	3/9/2023	HOME DEPOT	PARTS ORGANIZER/TOOL BAG/WHITE PAINT MARKER-PARKS	100-5300-600.305.000	105.69
FERNANDO MORAN	3/14/2023	HOME DEPOT	DRAIN PIPE/PIPE CONNECTOR-STREETS	210-5400-600.250.000	48.45
FERNANDO MORAN	3/14/2023	HOME DEPOT	WAX EXTENDER/STEEL FLANGE RING-PARK RESTROOMS	702-9300-600.370.000	36.75
FERNANDO MORAN	3/14/2023	HOME DEPOT	DRAIN PIPE-STREETS	210-5400-600.250.000	16.24
FERNANDO MORAN	3/15/2023	HOME DEPOT	COUPLINGS/PIPES-STREETS	210-5400-600.250.000	184.60
FERNANDO MORAN	3/15/2023	HOME DEPOT	ABS COUPLING/REDUCER/DUCTILE-CREDIT	210-5400-600.250.000	(156.27)
FERNANDO MORAN	3/15/2023	HOME DEPOT	BLADES/SEALANT-SHAFER PARK RESTROOMS	456-4100-700.100.000	121.75
FERNANDO MORAN	3/16/2023	NELSON'S ACE HARDWARE	PAINT/PAINT SUPPLIES-SHAFER PARK RESTROOMS	456-4100-700.100.000	143.66
FERNANDO MORAN	3/16/2023	HOME DEPOT	COUPLINGS-STREETS	210-5400-600.250.000	4.97
FERNANDO MORAN	3/16/2023	HOME DEPOT	CAULKING GUN-TOOLS	100-5300-600.305.000	23.65
FERNANDO MORAN	3/17/2023	HOME DEPOT	COUPLINGS/TILE TAPE/COREX PIPE-CREDIT	210-5400-600.250.000	(16.23)
FERNANDO MORAN	3/20/2023	SIERRA PACKAGING	IRRIGATION/SQUARE SHOVELS-PARKS	100-5300-600.305.000	78.04
FERNANDO MORAN	3/20/2023	SIERRA PACKAGING	PVC BOOTS/BINDER VINE TWINE-PARKS	100-5300-600.250.000	33.75
FERNANDO SANTILLAN	2/28/2023	EB SAN JOAQUIN	CONFERENCE REGISTRATION	100-1300-610.920.000	660.00
FERNANDO SANTILLAN	3/7/2023	FRESNO BEE	NEWSPAPER SUBSCRIPTION	100-1300-610.900.000	15.99
FERNANDO SANTILLAN	3/8/2023	G'S RISTORANTE	NEW HIRE LUNCH: DCM J.KEENE	100-1300-610.920.000	39.84
FERNANDO SANTILLAN	3/8/2023	NESPRESSO	COFFEE SUPPLIES	100-1300-600.250.000	89.00

US BANK INVOICE FOR CALCARD CHARGES: 2/23/23-3/22/23

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
FERNANDO SANTILLAN	3/13/2023	MCCOY'S	NEW HIRE LUNCH: HR MGR. J.VENEGAS, J.BAINS	100-1300-610.920.000	65.30
FERNANDO SANTILLAN	3/15/2023	EVERNOTE.COM	SUBSCRIPTION	100-1300-610.900.000	99.99
FERNANDO SANTILLAN	3/17/2023	LEGENDS TAPHOUSE	LUNCH MEETING: M. BALLIET	100-1300-610.920.000	47.54
FERNANDO SANTILLAN	3/21/2023	LINKEDIN	SUBSCRIPTION	100-1300-610.900.000	139.99
FINANCE DEPARTMENT	2/22/2023	ZOOM	ZOOM MEMBERSHIP - FINANCE DEPARTMENT	100-1600-600.250.000	85.30
FINANCE DEPARTMENT	3/21/2023	ZOOM	ZOOM MEMBERSHIP - POLICE DEPARTMENT	100-2300-600.250.000	77.62
GEORGE SIPIN	2/22/2023	TRANSMISSION CLINIC	REBUILD TRANSMISSION-RT#184	603-5500-600.400.000	4,893.00
GEORGE SIPIN	2/22/2023	LES SCHWAB TIRES	TIRES/BALANCE-RT#136	603-5500-600.400.000	1,189.94
GEORGE SIPIN	2/23/2023	O'REILLY	BRAKE PADS-RT#187	603-5500-600.256.000	175.90
GEORGE SIPIN	2/23/2023	O'REILLY	ENGINE - RT#160	603-5500-600.256.000	2,000.00
GEORGE SIPIN	2/23/2023	O'REILLY	ENGINE - RT#160	603-5500-600.256.000	2,135.07
GEORGE SIPIN	2/23/2023	LES SCHWAB TIRES	RESTOCK TIRES	603-5500-600.256.000	1,106.88
GEORGE SIPIN	2/23/2023	GRAINGER	SHOP VAC/BATTERY PACK	603-5500-600.250.000	508.80
GEORGE SIPIN	2/23/2023	KINGSBURG SINCLAIR	PROPANE FOR SHOP HEATER	603-5500-600.250.000	279.59
GEORGE SIPIN	2/24/2023	WALMART	KEYBOARD & MOUSE	603-5500-600.250.000	53.98
GEORGE SIPIN	2/24/2023	NAPA AUTO PARTS	AIR FITTINGS-STOCK	603-5500-600.256.000	107.37
GEORGE SIPIN	2/24/2023	GRAINGER	CARTRIDGE FILTERS, REUSABLE CLOTHS	603-5500-600.250.000	98.25
GEORGE SIPIN	2/24/2023	BLACKSTONE CHEVROLET	CORE RETURN	603-5500-600.256.000	(135.44)
GEORGE SIPIN	2/25/2023	KIMBALL MIDWEST	NITRILE GLOVES	603-5500-600.250.000	227.68
GEORGE SIPIN	2/27/2023	O'REILLY	SHOP LIGHT	603-5500-600.250.000	13.52
GEORGE SIPIN	2/27/2023	O'REILLY	WIPERS, OIL FILTERS, ANTIFREEZE	603-5500-600.256.000	188.88
GEORGE SIPIN	2/27/2023	WALMART	KEYBOARD & MOUSE-CREDIT	603-5500-600.250.000	(53.98)
GEORGE SIPIN	2/28/2023	LES SCHWAB TIRES	ALIGNMENT-RT#159	603-5500-600.400.000	85.00
GEORGE SIPIN	2/28/2023	NAPA AUTO PARTS	CALIPER BOLTS-STOCK	603-5500-600.256.000	28.73
GEORGE SIPIN	3/1/2023	AMAZON	KEYBOARD & MOUSE	603-5500-600.250.000	61.43
GEORGE SIPIN	3/1/2023	TRANSMISSION CLINIC	REBUILD TRANSMISSION-RT#165	603-5500-600.400.000	6,388.00
GEORGE SIPIN	3/1/2023	O'REILLY	CARWASH FOR DETAILING	603-5500-600.250.000	117.83
GEORGE SIPIN	3/2/2023	NAPA AUTO PARTS	WIPER BLADES-STOCK	603-5500-600.256.000	94.70
GEORGE SIPIN	3/4/2023	KIMBALL MIDWEST	CLAMPS FOR EL DORADO'S -STOCK	603-5500-600.256.000	620.65
GEORGE SIPIN	3/6/2023	ED DENA'S AUTO CENTER	CONVERTER-CREDIT	603-5500-600.256.000	(400.00)
GEORGE SIPIN	3/6/2023	O'REILLY	A/C COMPRESSOR, OIL-STOCK	603-5500-600.256.000	302.97
GEORGE SIPIN	3/6/2023	O'REILLY	BATTERIES-STOCK	603-5500-600.256.000	214.40
GEORGE SIPIN	3/6/2023	O'REILLY	WATER PUMP, ANTIFREEZE	603-5500-600.256.000	251.34
GEORGE SIPIN	3/6/2023	O'REILLY	ACCUMULATOR-STOCK	603-5500-600.256.000	69.03
GEORGE SIPIN	3/7/2023	MID-VALLEY DISTRIBUTORS INC	BOLTS FOR ARBOCS	603-5500-600.256.000	8.34
GEORGE SIPIN	3/7/2023	O'REILLY	A/C MICRO V-BELT-STOCK	603-5500-600.256.000	18.49
GEORGE SIPIN	3/8/2023	O'REILLY	PERMATAX SILICON	603-5500-600.256.000	110.52
GEORGE SIPIN	3/8/2023	O'REILLY	SILVER TAPE,30YD TAPE	603-5500-600.250.000	67.21
GEORGE SIPIN	3/8/2023	FLEET PRIDE	REAR AIR BAGS FOR ARBOCS-STOCK	603-5500-600.256.000	1,287.47
GEORGE SIPIN	3/8/2023	NAPA AUTO PARTS	BRAKE HARDWARE FOR ARBOCS-STOCK	603-5500-600.256.000	9.58
GEORGE SIPIN	3/8/2023	NAPA AUTO PARTS	DISC PADS, DRUMS-STOCK	603-5500-600.256.000	296.35
GEORGE SIPIN	3/8/2023	HOME DEPOT	PLASTIC COVERS FOR CHARGERS	603-5500-600.250.000	155.21
GEORGE SIPIN	3/9/2023	O'REILLY	BATTERIES-STOCK	603-5500-600.256.000	870.11
GEORGE SIPIN	3/10/2023	WALMART	SHOP CAMERA	603-5500-600.250.000	649.77
GEORGE SIPIN	3/10/2023	O'REILLY	IGNITION WIRE SET, SPARK PLUGS-STOCK	603-5500-600.256.000	130.14
GEORGE SIPIN	3/10/2023	A-1 AUTO ELECTRIC	REGULATORS-STOCK	603-5500-600.256.000	1,430.22
GEORGE SIPIN	3/13/2023	O'REILLY	COOLANT HOSES, RADIATORS-STOCK	603-5500-600.256.000	663.26
GEORGE SIPIN	3/13/2023	BLACKSTONE CHEVROLET	SENSORS-STOCK	603-5500-600.256.000	64.90
GEORGE SIPIN	3/13/2023	BLACKSTONE CHEVROLET	HEADLAMP-STOCK	603-5500-600.256.000	292.78

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TRANSACTION

EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
GEORGE SIPIN	3/14/2023	O'REILLY	THROTTLE-STOCK	603-5500-600.256.000	298.64
GEORGE SIPIN	3/14/2023	O'REILLY	TRANS/AIR BELTS-STOCK	603-5500-600.256.000	1,814.08
GEORGE SIPIN	3/15/2023	WALMART	JANITORIAL/OFFICE SUPPLIES	603-5500-600.250.000	167.59
GEORGE SIPIN	3/15/2023	O'REILLY	RELAYS - STOCK	603-5500-600.256.000	217.71
GEORGE SIPIN	3/15/2023	O'REILLY	COOLANT HOSE, ABS SENSORS-STOCK	603-5500-600.256.000	412.54
GEORGE SIPIN	3/15/2023	HOME DEPOT	POLY SHEETING-RAIN PROTECTION	603-5500-600.250.000	205.99
GEORGE SIPIN	3/16/2023	O'REILLY	ABS SENSORS-STOCK	603-5500-600.256.000	245.50
GEORGE SIPIN	3/16/2023	ALL AMERICAN GLASS	INSTALL WINDOW-RT#180	603-5500-600.400.000	286.69
GEORGE SIPIN	3/16/2023	DANNY'S DIESEL REPAIR	REBUILT HIGH OUTPUT ALTERNATOR-RT#195	603-5500-600.400.000	765.00
GEORGE SIPIN	3/16/2023	NAPA AUTO PARTS	FREON-STOCK	603-5500-600.256.000	976.24
GEORGE SIPIN	3/16/2023	NAPA AUTO PARTS	NITRILE GLOVES	603-5500-600.250.000	273.14
GEORGE SIPIN	3/17/2023	BLACKSTONE CHEVROLET	PIPE ASSEMBLY-STOCK	603-5500-600.256.000	61.69
GEORGE SIPIN	3/17/2023	ROMITA AUTO SERVICE	SERVICE INPUT/OUTPUT BRAKE SWITCHES-RT#185	603-5500-600.400.000	920.00
GEORGE SIPIN	3/17/2023	AMERICAN TIRE DEPOT	TIRES/BALANCE-RT#144	603-5500-600.400.000	428.96
GEORGE SIPIN	3/20/2023	AMAZON	AIR SUSPENSION COMPRESSOR FOR MERCEDES-STOCK	603-5500-600.256.000	73.41
GEORGE SIPIN	3/20/2023	RAMON'S TIRE & AUTO	REPAIR TIRE-RT #151	603-5500-600.400.000	60.00
GEORGE SIPIN	3/20/2023	O'REILLY	FUSES,ANTI-FREEZE, WIPERS-STOCK	603-5500-600.256.000	148.09
GEORGE SIPIN	3/21/2023	O'REILLY	BATTERIES--STOCK	603-5500-600.256.000	641.81
GEORGE SIPIN	3/21/2023	LES SCHWAB TIRES	RESTOCK TIRES	603-5500-600.256.000	276.72
GEORGE SIPIN	3/22/2023	AMAZON	AIR SUSPENSION COMPRESSORS FOR MERCEDES-STOCK	603-5500-600.256.000	547.85
JACOB DEL CID	3/13/2023	PRECISION ROLLER	NEW DESK SCANNER ROLLER FOR INEZ	100-1600-600.400.000	102.94
JACOB DEL CID	3/15/2023	THE HOME DEPOT	CVTC SUPPLY ORDER# WP61633068	274-1600-600.250.000	1,728.06
JACOB DEL CID	3/16/2023	CMTA	CMTA REGISTRATION FEE FOR ANDREA	100-1600-610.900.000	95.00
JACOB DEL CID	3/16/2023	CMTA	CMTA REGISTRATION FEE FOR JACOB	100-1600-610.900.000	95.00
JACOB DEL CID	3/16/2023	CMTA	CMTA CONFERENCE REGISTRATION	100-1600-610.920.000	365.00
JACOB DEL CID	3/16/2023	CMTA	CMTA CONFERENCE REGISTRATION	100-1600-610.920.000	365.00
JACOB DEL CID	3/17/2023	CLOVIS STONE AND LANDSCAPE	CVTC SUPPLY BRICK ORDER	274-1600-600.250.000	676.48
JASMIN BAINS	3/3/2023	LINKEDIN	SUBSCRIPTION	100-1600-610.900.000	169.99
JESUS HERNANDEZ	2/21/2023	HOME DEPOT	PAINT PRIMER-CITY HALL RENOVATIONS	404-0000-700.100.008	109.01
JESUS HERNANDEZ	2/21/2023	HOME DEPOT	DRILL BIT - STREETS	210-5400-600.305.000	139.81
JESUS HERNANDEZ	2/22/2023	NELSON'S ACE HARDWARE	MARKING PAINT - STREETS	210-5400-600.250.000	23.94
JESUS HERNANDEZ	2/22/2023	NELSON'S ACE HARDWARE	PAINTING SUPPLIES-CITY HALL RENOVATIONS	404-0000-700.100.008	229.47
JESUS HERNANDEZ	2/22/2023	HOME DEPOT	CORRUGATED METAL ROOFING/LUMBER-PUMP STATION REPAIRS	210-5400-600.250.000	54.14
JESUS HERNANDEZ	2/23/2023	UNIQUELY YOURS	ROBERT EGAN-NAME/PATCH ON JACKET	100-3200-510.235.000	13.05
JESUS HERNANDEZ	2/27/2023	NELSON'S ACE HARDWARE	CHALK/REEL/MARKING WAND-STREETS	210-5400-600.250.000	46.98
JESUS HERNANDEZ	2/27/2023	NELSON'S ACE HARDWARE	BLDG. REPAIRS SUPPLIES-CITY HALL,PD & SENIOR CENTER	702-9300-600.370.000	164.99
JESUS HERNANDEZ	3/1/2023	NELSON'S ACE HARDWARE	RIVET-STREETS LIGHTS	210-5400-600.250.000	2.99
JESUS HERNANDEZ	3/1/2023	NELSON'S ACE HARDWARE	GLASS/IRON ENDBOLT-BLDG REPAIRS	702-9300-600.370.000	33.84
JESUS HERNANDEZ	3/1/2023	NELSON'S ACE HARDWARE	NUTS/BOLT-SIDEBOARDS UNIT #804/#805	701-9200-600.256.000	40.35
JESUS HERNANDEZ	3/1/2023	HOME DEPOT	25 GALLON TOTES-MILITARY BANNERS	210-5400-600.250.000	65.02
JESUS HERNANDEZ	3/1/2023	HOME DEPOT	LUMBER FOR SIDE BOARDS-UNIT #804/805	701-9200-600.250.000	192.83
JESUS HERNANDEZ	3/2/2023	HOME DEPOT	25 GALLON TOTES-MILITARY BANNERS	210-5400-600.250.000	(65.02)
JESUS HERNANDEZ	3/2/2023	HOME DEPOT	WET PATCHES-ROOF REPAIRS	702-9300-600.370.000	211.47
JESUS HERNANDEZ	3/2/2023	HOME DEPOT	HAMMER END JOINT KNIFE-ROOF REPAIRS	702-9300-600.305.000	12.99
JESUS HERNANDEZ	3/2/2023	HOME DEPOT	TOUGH TOTES/MARKERS-MILITARY BANNERS	210-5400-600.250.000	121.36
JESUS HERNANDEZ	3/4/2023	WORLD'S BEST GRAFFITI	GRAFFITI REMOVER WIPES-STREETS	210-5400-600.250.000	304.87
JESUS HERNANDEZ	3/4/2023	WORLD'S BEST GRAFFITI	GRAFFITI REMOVER WIPES-PARKS	100-5300-600.250.000	304.86
JESUS HERNANDEZ	3/6/2023	NELSON'S ACE HARDWARE	WALL PLATES/HARDWARE-CITY HALL RENOVATIONS	404-0000-700.100.008	26.97
JESUS HERNANDEZ	3/6/2023	NELSON'S ACE HARDWARE	GALVANIZED VENT CAP-STATION 1	702-9300-600.370.000	13.00

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EMPLOYEE NAME	DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
JESUS HERNANDEZ	3/6/2023	NELSON'S ACE HARDWARE	PAINTING SUPPLIES-ART'S CENTER	702-9300-600.370.000	56.05
JESUS HERNANDEZ	3/7/2023	HOME DEPOT	DEADBOLT -RINGO PARK RESTROOMS	702-9300-600.250.000	9.52
JESUS HERNANDEZ	3/7/2023	HOME DEPOT	CORE BIT - STREETS	210-5400-600.305.000	171.60
JESUS HERNANDEZ	3/7/2023	HOME DEPOT	LATCH GUARD-RINGO PARK RESTROOMS	702-9300-600.370.000	12.58
JESUS HERNANDEZ	3/8/2023	VULCAN	5 TONS COLD MIX-STREETS	210-5400-600.250.000	582.47
JESUS HERNANDEZ	3/8/2023	SIERRA PACKAGING SOLUTIONS	SCOOP/IRRIGATION/ROUND SHOVELS-STREETS	210-5400-600.250.000	144.22
JESUS HERNANDEZ	3/8/2023	HOME DEPOT	25FT EXTENSION CORD-STREETS	210-5400-600.250.000	37.37
JESUS HERNANDEZ	3/13/2023	CIRCLE K	FUEL-UNIT #727	701-9200-600.257.000	40.00
JESUS HERNANDEZ	3/13/2023	CIRCLE K	FUEL-UNIT #1318	701-9200-600.257.000	100.00
JESUS HERNANDEZ	3/13/2023	CIRCLE K	FUEL-UNIT #720	701-9200-600.257.000	40.00
JESUS HERNANDEZ	3/13/2023	HOME DEPOT	TARPS-SENIOR CENTER(STORM DAMAGES)	702-9300-600.250.000	287.70
JESUS HERNANDEZ	3/13/2023	HOME DEPOT	CARPET DRYER/WET & DRY SHOP VAC-CITY HALL - STORM DAMAGES	702-9300-600.305.000	349.22
JESUS HERNANDEZ	3/14/2023	HOME DEPOT	SHINGLE STRIPPER, HAMMER HOLSTER-PUMP STATIONS/STORM DRAINS	210-5400-600.305.000	54.67
JESUS HERNANDEZ	3/14/2023	HOME DEPOT	PVC RUBBER BOOTS/SCREWS	210-5400-600.250.000	64.29
JESUS HERNANDEZ	3/15/2023	HOME DEPOT	MAXCORE BIT-STREETS	210-5400-600.305.000	(170.60)
JESUS HERNANDEZ	3/15/2023	HOME DEPOT	SEALANT/CORRUGATED TILE TAPE-STREETS	210-5400-600.250.000	45.43
JESUS HERNANDEZ	3/15/2023	HOME DEPOT	COUPLINGS/CORTEX DRAIN PIPE-STREETS	210-5400-600.250.000	67.92
JESUS HERNANDEZ	3/16/2023	VULCAN	5 TONS COLD MIX-STREETS	210-5400-600.250.000	563.42
JESUS HERNANDEZ	3/16/2023	HOME DEPOT	WATER SUPPLY LINE-SENIOR CENTER	702-9300-600.370.000	11.92
JESUS HERNANDEZ	3/16/2023	HOME DEPOT	ROOF WET PATCH/CARPET FRESH-CITY HALL	702-9300-600.370.000	38.59
JESUS HERNANDEZ	3/16/2023	HOME DEPOT	BUILDING REPAIR SUPPLIES-DANISH BUILDING	702-9300-600.370.000	127.76
JESUS HERNANDEZ	3/17/2023	HOME DEPOT	COREX DRAIN PIPE-STREETS	210-5400-600.250.000	(17.11)
JESUS HERNANDEZ	3/17/2023	HOME DEPOT	CEILING FANS-DANISH BUILDING	702-9300-600.250.000	216.88
JESUS HERNANDEZ	3/20/2023	L&W SUPPLY	CEILING TILES-ALL FACILITIES	702-9300-600.370.000	542.08
JESUS HERNANDEZ	3/20/2023	CENTRAL VALLEY SUPPLY	RUBBER BASE-CITY HALL RENOVATIONS	404-0000-700.100.008	52.07
JESUS HERNANDEZ	3/20/2023	SHERWIN WILLIAMS	PAINT & PAINT SUPPLIES-ART'S CENTER	702-9300-600.370.000	198.51
JESUS HERNANDEZ	3/20/2023	CHILDS & COMPANY	GRAB BARS-SHAFER PARK RESTROOMS	456-4100-700.100.000	54.18
JESUS HERNANDEZ	3/20/2023	HOME DEPOT	8 FT BALLAST-DANISH BUILDING	702-9300-600.250.000	41.73
JESUS HERNANDEZ	3/21/2023	WALMART	VACUUM/GLOVES	702-9300-600.250.000	204.97
JESUS HERNANDEZ	3/21/2023	MID VALLEY DISTRIBUTORS	PLASTIC CONICAL ANCHORS/SCREWS-SHAFER PARK RESTROOMS	456-4100-700.100.000	26.22
JOHNNIE CERDA	2/22/2023	WPSG INC.	HOLSTERS	100-2200-600.250.000	640.94
JOHNNIE CERDA	2/25/2023	HANDCUFF WAREHOUSE	HANDCUFFS	100-2200-600.250.000	79.59
JOHNNIE CERDA	3/1/2023	METRO UNIFORM AND ACCESSORIES	REVOLVING ACCOUNT - JOHNNIE CERDA	100-0000-123.010.000	226.30
JOHNNIE CERDA	3/2/2023	TACTICAL GEAR	CREDIT FOR RETURNED HOLSTERS	100-2200-600.250.000	(697.15)
JUSTIN HOLT	3/12/2023	76 GAS STATION	FUEL FOR SGT. HOLT UNIT 1002	701-9200-600.457.000	51.17
JUSTIN HOLT	3/12/2023	76 GAS STATION	FUEL FOR FTO GORMAN UNIT 195	701-9200-600.457.000	44.73
JUSTIN HOLT	3/12/2023	76 GAS STATION	FUEL FOR OFFICER ROMERO UNIT 199	701-9200-600.457.000	50.00
JUSTIN HOLT	3/12/2023	ARCO, SELMA CA	FUEL FOR OFFICER MENDEZ UNIT 191	701-9200-600.457.000	54.01
LISBETH MARTINEZ	2/25/2023	G'S ITALIAN RISTORANTE	SENIOR MEALS	100-4500-456.800.000	789.13
LISBETH MARTINEZ	3/2/2023	AMAZON	ST. PATTY'S DAY BACKDROP	100-4200-656.900.000	19.51
LISBETH MARTINEZ	3/4/2023	AMAZON	EASTER BUNNY COSTUME	100-4100-600.400.000	70.50
LISBETH MARTINEZ	3/7/2023	WALMART	SNACKS FOR SENIOR CENTER	100-4200-656.900.000	268.74
LISBETH MARTINEZ	3/11/2023	AMAZON	ENVELOPES FOR SR. MEALS	100-4500-600.250.000	26.02
LISBETH MARTINEZ	3/16/2023	WALMART	TOTES FOR SR. CENTER	100-4200-656.900.000	28.03
LISBETH MARTINEZ	3/17/2023	HOME DEPOT	SHELF RACK FOR SR. KITCHEN SUPPLIES	100-4500-600.250.000	75.91
LISBETH MARTINEZ	3/21/2023	WALMART	SNACKS FOR SENIOR CENTER	100-4200-656.900.000	40.35
NESTOR GALVAN	2/21/2023	SWANSON FAHRNEY FORD	CHECK AND REPAIR OF OVERHEATING UNIT 193	701-9200-600.457.000	693.25
NESTOR GALVAN	2/22/2023	O'REILLY AUTO PARTS	BATTERY FOR UNIT 228	701-9200-600.256.000	212.34
NESTOR GALVAN	2/22/2023	O'REILLY AUTO PARTS	TOOL- SMALL TOOLS	701-9200-600.305.000	13.01

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EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
NESTOR GALVAN	2/22/2023	FAST UNDERCAR	CONTROL ARM, SHOCK ABSORBERS, ANCHOR MOUNTS, TRANS MOUNT- UNIT 1000	701-9200-600.256.000	1,237.71
NESTOR GALVAN	2/22/2023	CAMACHO TIRES	TIRE INSTALL AND BALANCE- UNIT 266	701-9200-600.255.000	1,275.00
NESTOR GALVAN	2/23/2023	O'REILLY AUTO PARTS	CORE RETURN	701-9200-600.256.000	(22.00)
NESTOR GALVAN	2/23/2023	NAPA AUTO PARTS	STARTER & CORE DEPOSIT	701-9200-600.256.000	(230.39)
NESTOR GALVAN	2/23/2023	NAPA AUTO PARTS	DEF FLUID- FLUIDS	701-9200-600.250.000	1,352.73
NESTOR GALVAN	2/23/2023	NAPA AUTO PARTS	STARTER & SOLENOID -UNIT 716	701-9200-600.256.000	230.39
NESTOR GALVAN	2/23/2023	NAPA AUTO PARTS	STARTER & CORE DEPOSIT- UNIT 716	701-9200-600.256.000	108.42
NESTOR GALVAN	2/27/2023	TIFCO INDUSTRIES INC	CS INDUSTRIAL CHEMICAL	701-9200-600.250.000	140.96
NESTOR GALVAN	2/27/2023	CUMMINS INC	HARNES & WIRING SENSOR- E111	701-9200-600.256.000	437.12
NESTOR GALVAN	2/27/2023	CAMACHO TIRES	TIRE REPAIR-UNIT 804	701-9200-600.255.000	25.00
NESTOR GALVAN	2/27/2023	NAPA AUTO PARTS	SWITCH FOR STUMP GRINDER	701-9200-600.250.000	23.38
NESTOR GALVAN	2/28/2023	O'REILLY AUTO PARTS	PARTS FOR UNIT 550	701-9200-600.256.000	57.48
NESTOR GALVAN	3/1/2023	O'REILLY AUTO PARTS	SUPER GLUE- SHOP TOOLS	701-9200-600.250.000	8.67
NESTOR GALVAN	3/1/2023	FAST UNDERCAR	SENSOR ASSEMBLY- UNIT 197	701-9200-600.256.000	58.82
NESTOR GALVAN	3/2/2023	O'REILLY AUTO PARTS	AIR FILTER-UNIT 728	701-9200-600.256.000	16.77
NESTOR GALVAN	3/2/2023	CAMACHO TIRES	TIRE INSTALL AND BALANCE- UNIT 728	701-9200-600.255.000	1,285.00
NESTOR GALVAN	3/3/2023	NAPA AUTO PARTS	HEAVY DUTY MULTIPLE FUNCTION- E311	701-9200-600.256.000	139.25
NESTOR GALVAN	3/3/2023	O'REILLY AUTO PARTS	MULTI SWITCH PARTS FOR UNIT 8508	701-9200-600.256.000	83.91
NESTOR GALVAN	3/3/2023	NELSONS ACE HARDWARE	2- CYCLE GAL DRUM- FUEL	701-9200-600.257.000	239.71
NESTOR GALVAN	3/6/2023	O'REILLY AUTO PARTS	1 GAL TRANSMISSION FLUID- FLUIDS & OIL	701-9200-600.254.000	351.33
NESTOR GALVAN	3/6/2023	O'REILLY AUTO PARTS	AIR FILTER & CABIN FILTER- UNIT 727	701-9200-600.256.000	38.58
NESTOR GALVAN	3/6/2023	NELSONS ACE HARDWARE	SPARK PLUG / THREAD KIT UNIT 2712	701-9200-600.256.000	34.57
NESTOR GALVAN	3/8/2023	O'REILLY AUTO PARTS	BATTERY & BATTERY FEE- UNIT 1000	701-9200-600.256.000	190.34
NESTOR GALVAN	3/8/2023	O'REILLY AUTO PARTS	AIR FILTER - UNIT 915	701-9200-600.256.000	13.14
NESTOR GALVAN	3/9/2023	BOSCH AUTOMOTIVE	DIAGNOSTIC AND REPAIR ON AMBULANCE	701-9200-600.457.000	332.72
NESTOR GALVAN	3/9/2023	O'REILLY AUTO PARTS	AIR FILTER & OIL FILTER- UNIT 230	701-9200-600.256.000	25.78
NESTOR GALVAN	3/9/2023	O'REILLY AUTO PARTS	IRIDIUM PLUG- UNIT 230	701-9200-600.256.000	55.89
NESTOR GALVAN	3/9/2023	FAST UNDERCAR	POLICE PAD, FRONT RIGHT MOTOR MOUNT- UNIT 228	701-9200-600.256.000	434.04
NESTOR GALVAN	3/13/2023	O'REILLY AUTO PARTS	HEADLIGHT & HEADLAMP- UNIT 719	701-9200-600.256.000	130.17
NESTOR GALVAN	3/13/2023	NAPA AUTO PARTS	OEM REPL MIRROR - RETURN OF PARTS	701-9200-600.256.000	(190.89)
NESTOR GALVAN	3/13/2023	NAPA AUTO PARTS	OEM REPL MIRROR- UNIT 718	701-9200-600.256.000	190.89
NESTOR GALVAN	3/13/2023	NAPA AUTO PARTS	BLADES & HARDWARE KITS -EXMARK PARTS	701-9200-600.250.000	474.89
NESTOR GALVAN	3/13/2023	NAPA AUTO PARTS	REARVIEW MIRROR- UNIT 718	701-9200-600.256.000	355.78
NESTOR GALVAN	3/13/2023	NAPA AUTO PARTS	5W20 SYNTHETIC OIL- OILS	701-9200-600.254.000	1,892.63
NESTOR GALVAN	3/13/2023	NAPA AUTO PARTS	WIRE- UNIT 8511	701-9200-600.256.000	31.88
NESTOR GALVAN	3/13/2023	NAPA AUTO PARTS	HEATER HO- UNIT 8511	701-9200-600.256.000	2.41
NESTOR GALVAN	3/14/2023	O'REILLY AUTO PARTS	SWAY LINK LIT- UNIT 716	701-9200-600.256.000	46.75
NESTOR GALVAN	3/15/2023	TANK SPECIALTIES	PART CLEANING SERVICE FOR UNIT 8512	701-9200-600.250.000	563.40
NESTOR GALVAN	3/15/2023	NELSONS ACE HARDWARE	CABLE SLEEVES- UNIT 1315	701-9200-600.256.000	42.52
NESTOR GALVAN	3/15/2023	NAPA AUTO PARTS	OIL FUEL, NAPA FUEL FILTER, FUEL / WATER SEPARATOR- UNIT 8512	701-9200-600.254.000	93.68
NESTOR GALVAN	3/16/2023	CAMACHO TIRES	TIRES FOR E111	701-9200-600.255.000	3,380.00
NESTOR GALVAN	3/17/2023	NAPA AUTO PARTS	HEAVY DUTY MOTOR OIL- OIL	701-9200-600.254.000	1,409.09
NESTOR GALVAN	3/17/2023	CAMACHO TIRES	TIRE REPAIR	701-9200-600.255.000	35.00
NESTOR GALVAN	3/20/2023	FAST UNDERCAR	ANCHOR MOUNTS, SHOCK ABSORBER, BRAKE PADS, CONTROL ARM- UNIT 194	701-9200-600.256.000	1,267.12
NESTOR GALVAN	3/20/2023	FAST UNDERCAR	CALIPERS FOR UNIT 194	701-9200-600.256.001	90.62
NESTOR GALVAN	3/20/2023	CAMACHO TIRES	OIL & FILTER CHANGE - UNIT 194	701-9200-600.457.000	300.00
NESTOR GALVAN	3/21/2023	TIFCO INDUSTRIES INC	RETAINER, NUT, WASHER, NYLON CABLE, DRILL BITS	701-9200-600.256.000	174.12
NESTOR GALVAN	3/21/2023	CAMACHO TIRES	TIRE INSTALL & BALANCE- UNIT 199	701-9200-600.255.000	135.00
NICOLETTE ANDERSEN	2/22/2023	SIGN UP GENIUS	AUDITION SIGN UP PLATFORM	605-4300-600.400.000	24.99

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EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
NICOLETTE ANDERSEN	2/23/2023	AMAZON	CINDERELLA COSTUMES	605-4300-656.540.048	123.65
NICOLETTE ANDERSEN	2/24/2023	AMAZON	CINDERELLA COSTUMES	605-4300-656.540.048	45.55
NICOLETTE ANDERSEN	2/25/2023	AMAZON	CINDERELLA COSTUMES	605-4300-656.540.048	284.10
NICOLETTE ANDERSEN	2/25/2023	AMAZON	CINDERELLA COSTUMES	605-4300-656.540.048	43.38
NICOLETTE ANDERSEN	2/26/2023	AMAZON	CINDERELLA COSTUMES	605-4300-656.540.048	31.45
NICOLETTE ANDERSEN	2/26/2023	AMAZON	CINDERELLA COSTUMES	605-4300-656.540.048	484.02
NICOLETTE ANDERSEN	2/26/2023	THE HOME DEPOT	CINDERELLA SET SUPPLIES	605-4300-656.540.048	270.88
NICOLETTE ANDERSEN	2/27/2023	SLACK	MARKING PLATFORM MONTHLY FEE	605-4300-600.400.000	40.92
NICOLETTE ANDERSEN	3/1/2023	AMAZON	CINDERELLA SET SUPPLIES	605-4300-656.540.048	119.62
NICOLETTE ANDERSEN	3/2/2023	HIGH STREET BOUTIQUE	CINDERELLA PROPS	605-4300-656.540.048	31.45
NICOLETTE ANDERSEN	3/2/2023	THE HOME DEPOT	CINDERELLA SET SUPPLIES	605-4300-656.540.048	312.32
NICOLETTE ANDERSEN	3/3/2023	KEYBOARD	CINDERELLA KEYBOARD PATCHES	605-4300-656.540.048	300.00
NICOLETTE ANDERSEN	3/3/2023	AMAZON	CINDERELLA MIC ELEMENTS & COSTUMES	605-4300-656.540.048	413.31
NICOLETTE ANDERSEN	3/3/2023	THE HOME DEPOT	CINDERELLA SET SUPPLIES	605-4300-656.540.048	498.47
NICOLETTE ANDERSEN	3/7/2023	SECOND CHANCE THRIFT STORE	CINDERELLA PROPS	605-4300-656.540.048	42.59
NICOLETTE ANDERSEN	3/8/2023	AMAZON	CINDERELLA COSTUMES	605-4300-656.540.048	29.28
NICOLETTE ANDERSEN	3/8/2023	AMAZON	CINDERELLA WIGS/ PROPS/ SET SUPPLIES	605-4300-656.540.048	158.37
NICOLETTE ANDERSEN	3/8/2023	THE HOME DEPOT	CINDERELLA SET SUPPLIES	605-4300-656.540.048	170.90
NICOLETTE ANDERSEN	3/9/2023	THE HOME DEPOT	CINDERELLA SET SUPPLIES	605-4300-656.540.048	91.52
NICOLETTE ANDERSEN	3/10/2023	AMAZON PRIME	AMAZON PRIME MEMBERSHIP	605-4300-600.400.000	16.26
NICOLETTE ANDERSEN	3/10/2023	AMAZON	CINDERELLA COSTUMES/ PROPS	605-4300-656.540.048	674.22
NICOLETTE ANDERSEN	3/11/2023	THE HOME DEPOT	CINDERELLA SET SUPPLIES	605-4300-656.540.048	281.13
NICOLETTE ANDERSEN	3/12/2023	AMAZON	CINDERELLA BATTERIES/ PROPS	605-4300-656.540.048	299.59
NICOLETTE ANDERSEN	3/13/2023	THE HOME DEPOT	CINDERELLA SET SUPPLIES	605-4300-656.540.048	218.63
NICOLETTE ANDERSEN	3/14/2023	AMAZON	CINDERELLA COSTUMES	605-4300-656.540.048	38.88
NICOLETTE ANDERSEN	3/14/2023	AMAZON	CINDERELLA COSTUMES	605-4300-656.540.048	233.39
NICOLETTE ANDERSEN	3/14/2023	AMAZON	CINDERELLA COSTUMES	605-4300-656.540.048	70.49
NICOLETTE ANDERSEN	3/14/2023	AMAZON	CINDERELLA COSTUMES	605-4300-656.540.048	72.66
NICOLETTE ANDERSEN	3/14/2023	AMAZON	CINDERELLA COSTUME ACCESSORY	605-4300-656.540.048	13.01
NICOLETTE ANDERSEN	3/14/2023	AMAZON	CINDERELLA COSTUMES	605-4300-656.540.048	199.51
NICOLETTE ANDERSEN	3/14/2023	AMAZON	CINDERELLA COSTUMES	605-4300-656.540.048	65.07
NICOLETTE ANDERSEN	3/15/2023	AMAZON	CINDERELLA SUPPLIES	605-4300-656.540.048	29.28
NICOLETTE ANDERSEN	3/15/2023	AMAZON	CINDERELLA MICS ELEMENTS	605-4300-656.540.048	99.76
NICOLETTE ANDERSEN	3/15/2023	AMAZON	CINDERELLA COSTUMES	605-4300-656.540.048	58.50
NICOLETTE ANDERSEN	3/16/2023	AMAZON	CINDERELLA COSTUMES	605-4300-656.540.048	95.52
NICOLETTE ANDERSEN	3/16/2023	MADMAPPER	PROJECTION LICENSE FOR CINDERELLA	605-4300-656.540.048	48.47
NICOLETTE ANDERSEN	3/16/2023	THE HOME DEPOT	CINDERELLA SET SUPPLIES	605-4300-656.540.048	183.54
NICOLETTE ANDERSEN	3/17/2023	WALMART	CINDERELLA SUPPLIES	605-4300-656.540.048	125.39
NICOLETTE ANDERSEN	3/17/2023	WALMART	CINDERELLA SNACK BAR SUPPLIES	605-4300-656.540.048	397.36
NICOLETTE ANDERSEN	3/19/2023	SAVEMART	CINDERELLA SNACK BAR SUPPLIES	605-4300-656.540.048	30.14
NICOLETTE ANDERSEN	3/20/2023	FASTSIGNS	CINDERELLA POSTER FOR LOBBY	605-4300-656.540.048	46.47
NICOLETTE ANDERSEN	3/20/2023	WALMART	CINDERELLA SUPPLIES	605-4300-656.540.048	18.31
NICOLETTE ANDERSEN	3/21/2023	AMAZON	CINDERELLA COSTUMES	605-4300-656.540.048	39.00
NICOLETTE ANDERSEN	3/21/2023	AMAZON	CINDERELLA COSTUMES/ BATTERIES	605-4300-656.540.048	116.27
POLICE DEPARTMENT NO 1	2/27/2023	COPS PLUS	EQUIPMENT	100-2200-600.250.000	824.37
POLICE DEPARTMENT NO 1	3/6/2023	COPS PLUS	EQUIPMENT	100-2200-600.250.000	571.62
POLICE DEPARTMENT NO 1	3/20/2023	LEVINSON'S UNIFORMS	EQUIPMENT	100-2200-600.250.000	320.00
POLICE DEPARTMENT NO 2	2/27/2023	PEAVEY CORP.	EVIDENCE SUPPLIES	100-2100-600.250.000	119.59
POLICE DEPARTMENT NO 2	3/7/2023	LA QUINTA INN SACRAMENTO	HOTEL - RECORDS TRAINING	100-2100-610.910.000	203.48

US BANK INVOICE FOR CALCARD CHARGES: 2/23/23-3/22/23

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
RENE GARZA	2/24/2023	SHELL OIL	FUEL	701-9200-600.257.000	71.72
RENE GARZA	3/21/2023	76 GAS STATION	FUEL	701-9200-600.257.000	65.68
REYNA RIVERA	3/1/2023	CANVA	SUBSCRIPTION	100-1700-600.215.000	12.99
RICHARD FIGUEROA	2/23/2023	USPS	SEND INFORMATION TO ALLEGHANY COUNTY POLICE IN PA	100-2100-600.120.000	11.04
RICHARD FIGUEROA	3/16/2023	CENTRAL VALLEY GUNS	AMMUNITION FOR RANGE TRAINING	100-2200-600.250.000	715.92
RICHARD FIGUEROA	3/20/2023	PROFORCE LAW ENFORCEMENT	TASER EQUIPMENT (XPPM) X 2	100-2200-600.250.000	208.99
ROBYN LEWIS	2/23/2023	AMAZON	SUPPLIES	100-2100-600.250.000	28.19
ROBYN LEWIS	2/24/2023	AMAZON	SUPPLIES	100-2100-600.250.000	57.46
ROBYN LEWIS	2/25/2023	AMAZON	SUPPLIES	100-2100-600.250.000	26.02
ROBYN LEWIS	2/25/2023	AMAZON	SUPPLIES	100-2100-600.250.000	37.10
ROBYN LEWIS	2/26/2023	AMAZON	SUPPLIES	100-2100-600.250.000	69.98
ROBYN LEWIS	2/28/2023	AMAZON	SUPPLIES	100-2100-600.250.000	18.43
ROBYN LEWIS	2/28/2023	LYNN PEAVEY CO	EVIDENCE SUPPLIES	100-2100-600.250.000	125.22
ROBYN LEWIS	2/28/2023	BLOOMIES FLORAL	FLOWERS FOR KARLA ALVAREZ - CARRASCO BABY	100-2100-600.400.000	123.00
RUDOLFO ALCARAZ	2/27/2023	PATRIOTIC DESIGN	CARRASCO FUNERAL SERVICE PRESENTATION	100-2100-600.250.000	1,000.00
RUDOLFO ALCARAZ	3/3/2023	CALIFORNIA POLICE CHIEFS ASSOCIATION	TRAINING REGISTRATION - CANNON	100-2200-600.915.000	175.00
RUDOLFO ALCARAZ	3/7/2023	CHEVRON	FUEL	100-2200-600.250.000	91.71
RUDOLFO ALCARAZ	3/15/2023	SURF THRU	CAR WASH	100-2200-600.250.000	24.99
RUDOLFO ALCARAZ	3/16/2023	PORTOLA HOTEL	LODGING CAL CHIEFS ANNUAL TRAINING	100-2300-610.920.000	1,044.62
TIFFANY FLORES	2/24/2023	PANADERIA VANESSA	REC COORDINATOR PANEL INTERVIEWS	100-1400-610.920.000	13.00
TIFFANY FLORES	3/1/2023	FRESNO COUNTY CLERK	NOTICE OF EXEMPTION- PLANNING DEPT.	100-3100-600.400.000	51.18
TIFFANY FLORES	3/1/2023	BLOOMIES FLORAL	BEREAVEMENT PLANT: J.BAINS	100-1300-600.250.000	75.95
TIFFANY FLORES	3/7/2023	SAVE MART	ENGINEERING RFQ PANEL INTERVIEWS	100-1300-610.920.000	121.28
TIFFANY FLORES	3/15/2023	AMAZON.COM	SUPPLIES: 3M TAPE	100-1300-600.250.000	14.09
TIFFANY FLORES	3/16/2023	AMAZON.COM	SUPPLIES: 3M TAPE	100-1300-600.250.000	16.26
TIFFANY FLORES	3/16/2023	AMAZON.COM	SUPPLIES: THE FIVE DYSFUNCTIONS OF A TEAM BOOK	100-1300-600.250.000	26.58
TIFFANY FLORES	3/16/2023	AMAZON.COM	SUPPLIES: OFFICIAL EXTREME OWNERSHIP WORKBOOK	100-1300-600.250.000	158.80
TIFFANY FLORES	3/16/2023	AMAZON.COM	CREDIT: SUPPLIES 3M TAPE	100-1300-600.250.000	(14.09)
TIFFANY FLORES	3/18/2023	AMAZON.COM	CREDIT: SUPPLIES 3M TAPE	100-1300-600.250.000	(16.26)
TIFFANY FLORES	3/19/2023	AMAZON.COM	SUPPLIES: OFFICIAL EXTREME OWNERSHIP BOOK	100-1300-600.250.000	195.00
TIFFANY FLORES	3/21/2023	COSTCO	SUPPLIES: EXEC TEAM RETREAT	100-1300-600.250.000	113.67
TIM CANNON	3/2/2023	SHELL GAS STATION	FUEL FOR UNIT	701-9200-600.257.000	40.01
					\$ 98,202.10

ITEM NO: 10.

SUBJECT: Consider Approval of 2nd Amended and Restated Tax-Sharing Memorandum of Understanding (MOU) with the County of Fresno

BACKGROUND:

On February 27, 2007, the City of Selma and the County of Fresno entered into a comprehensive agreement covering development, annexations, sales taxes, property taxes, and other matters, referred to as the 2007 Amended and Restated Memorandum of Understanding (“2007 MOU”). After having been extended last year for an additional 12 months, the original amended MOU expired this year on February 26.

DISCUSSION:

The Tax-Sharing Agreement establishes the rate at which property taxes will be shared between the City and the County as annexations and substantial new development occur as a result of growth and economic development within the City. The proposed split is 63% County, 37% City of Selma after July 1, 2025 (after adjusting from 38% beginning July 1, 2023).

The agreement serves as the master property tax transfer agreement under Section 99 of the Revenue and Taxation Code and establishes a general sales tax sharing agreement of 5% from the City to the County through the California Department of Tax and Fee Administration (CDTFA). The County uses this revenue for services, which serve Selma residents, such as the criminal justice system, public health, and other social services.

Additional items to note in the agreement are:

- 15-year term through June 30, 2038 (same for most other cities except Clovis – 10 year term with automatic 5-year extension)
- Includes a “Me Too” Clause, which maintains equity among all Fresno County cities with an approved MOU – if the tax sharing split changes favorably for one city, the other cities will receive the same split upon written request from the City of Selma after a negotiating period.

City staff, with participation from Council, worked with County staff to update the agreement in such a way that City interests continue to be served by allowing for timely and streamlined annexations and cooperation by the County on development application. City

staff proposed a “sunset” provision at Council’s request, thought this was not accepted by the County. Additionally, discussions were had about potential future collaboration and participation in Enhanced Infrastructure Financing Districts (EIFD), though these negotiations would take place on a case by case basis.

Without an approved tax-sharing agreement, the City would experience significant delays in the processing of annexations by requiring the negotiation of individual ad-hoc tax sharing agreements. This process would severely slow down planned projects and would most certainly slow the City’s growth.

Fiscal Impact:

There is no fiscal impact as a result of this action, though future new development projects which require annexation into the City will be subject to the terms of the agreement if the applicable conditions are met.

RECOMMENDATION: Approve the attached 2nd Amended and Restated Tax-Sharing Memorandum of Understanding (MOU) with the County of Fresno.

_____/s/_____
Fernando Santillan, City Manager

April 12, 2023
Date

Attachments:

- 2nd Amended and Restated MOU with Exhibits
- First Amended MOU One-Year Extension
- Original MOU

1 **SECOND AMENDED AND RESTATED**
2 **MEMORANDUM OF UNDERSTANDING BETWEEN**
3 **THE COUNTY OF FRESNO AND THE CITY OF SELMA**

4 THIS SECOND AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING
5 (hereinafter " RESTATED MOU") is made and executed by and between the COUNTY OF FRESNO, a
6 political subdivision of the State of California (hereinafter referred to as "COUNTY"), and the City of
7 SELMA, a municipal corporation of the State of California (hereinafter referred to as "CITY.

8 WITNESSETH

9 WHEREAS, on February 27, 2007, COUNTY and CITY entered into a comprehensive agreement
10 covering development, annexations, sales taxes, property taxes, and other matters, referred to as the
11 2007 Amended and Restated Memorandum of Understanding ("2007 MOU"); and

12 WHEREAS, the 2007 MOU served in part as COUNTY's and CITY's master property tax transfer
13 agreement under subdivision (d) of section 99 of the Revenue and Taxation Code; and

14 WHEREAS, the 2007 MOU also included provisions relating to redevelopment and included as a
15 party the former Selma Redevelopment Agency, which CITY dissolved on February 1, 2012, following
16 the State adopted comprehensive legislation, Assembly Bill X1 26 (Stats. 2011, 1st Ex. Sess. Chp. 5),
17 dissolving California redevelopment agencies and prohibiting further redevelopment activities under the
18 California Community Redevelopment Law (former Health and Safety Code Section 33000 et seq.); and

19 WHEREAS, on May 16, 2017, COUNTY and CITY executed a First Amendment to the 2007 MOU
20 to accommodate a 107.85 acre addition and a 242 acre reduction of the CITY's Sphere of Influence; and

21 WHEREAS, on February 22, 2022, COUNTY and CITY executed a Second Amendment to the
22 2007 MOU to accommodate extension of the 2007 MOU for one year from the expiration date of February
23 27, 2022, and to provide additional time for both Parties to complete ongoing negotiations regarding a
24 longer-term extension; and

25 WHEREAS, the 2007 MOU, as amended, is set to expire February 27, 2023; and

26 WHEREAS, COUNTY and CITY desire to make additional changes to their comprehensive
27 agreement set forth in the 2007 MOU, and to extend the term of their comprehensive agreement for an
28 additional 15 years; and

///

1 WHEREAS, due to the age of the 2007 MOU and the desire to make additional changes to the
2 2007 MOU, COUNTY and CITY have determined that it is in their best interests to enter into this
3 RESTATED MOU, which will supersede and replace the 2007 MOU; and

4 WHEREAS, COUNTY and CITY wish to continue to work together to develop a fair and equitable
5 approach to tax sharing and the encouragement of sound economic growth; and

6 WHEREAS, in order to encourage economic development and environmentally sound land use
7 planning, it is important that any tax sharing among COUNTY and CITY be determined in advance and
8 that such arrangements not be fiscally detrimental to either COUNTY or CITY; and

9 WHEREAS, COUNTY and CITY recognize the importance of COUNTY and CITY services and
10 are prepared to cooperate in an effort to address COUNTYs and CITYs fiscal issues; and

11 WHEREAS, through annexation CITY provides the opportunity for economic growth and
12 development to support public services for CITY and COUNTY; and

13 WHEREAS, close cooperation between COUNTY and CITY is necessary to maintain the quality
14 of life throughout Fresno County and deliver needed services in the most cost-efficient manner to all CITY
15 and COUNTY residents; and

16 WHEREAS, COUNTY recognizes the need for orderly growth within and adjacent to CITY and
17 for supporting appropriate annexations and promoting the concentration of development within CITY; and

18 WHEREAS, CITY recognizes that development within CITY limits may also have the effect of
19 concentrating revenue-generating activities within CITY rather than in unincorporated areas and that, as
20 a result of Proposition 13 and its implementing legislation, annexation by CITY of unincorporated territory
21 can result in a loss of revenue sources for COUNTY unless there is significant new development activity
22 as a result of annexation; and

23 WHEREAS, annexation is appropriate where it results in the development of urban uses in
24 response to a clearly demonstrated community demand, and it can be a valuable tool in the physical and
25 economic development of CITY and COUNTY; and

26 WHEREAS, the parties recognize that COUNTY General Plan Goal LU-G provides that COUNTY
27 will direct urban growth and development within the cities spheres of influence to existing incorporated
28

1 cities and will ensure that all development in city fringe areas is well planned and adequately served by
2 necessary public facilities and infrastructure and furthers countywide economic development goals; and

3 WHEREAS, the parties recognize that when urban growth and development is directed to cities
4 there is a lost opportunity of development by COUNTY in the unincorporated area and that sharing of
5 local sales and use taxes generated by such development would serve as a tool for the COUNTY to
6 participate in receiving a share of that new revenue; and

7 WHEREAS, it is the interest of the parties to require all new urban development to pay a roughly
8 proportionate share of the cost of urban services and infrastructure created by the development, whether
9 it occurs in the CITY or in the adjacent unincorporated area of the CITY's sphere of influence.

10 NOW, THEREFORE, COUNTY and CITY hereby agree as follows:

11 ARTICLE I

12 DEFINITIONS

13 Unless the particular provision or context otherwise requires, the definitions contained in this
14 article and in the Revenue and Taxation Code shall govern the construction, meaning, and application of
15 words used in this RESTATED MOU.

16 1.1 "Base property tax revenues" means property tax revenues allocated by tax rate
17 equivalents to all taxing jurisdictions as to the geographic area comprising a given tax rate area annexed
18 in the fiscal year immediately preceding the tax year in which property tax revenues are apportioned
19 pursuant to this RESTATED MOU, including the amount of State reimbursement of the homeowners' and
20 business inventory exemptions.

21 1.2 " Property tax increment" means revenue from the annual tax increment, as "annual tax
22 increment" is defined in Section 98 of the Revenue and Taxation Code, attributable to the tax rate area
23 for the respective tax year.

24 1.3 "Substantial development" or "substantially developed" means real property which, prior
25 to annexation, has an improvement value to land value ratio equal to or greater than 1.25:1, as of the lien
26 date in the fiscal year in which the annexation becomes effective under the Cortese-Knox Local
27 Government Reorganization Act, and on and after January 1, 2000, the Cortese-Knox-Hertzberg Local
28 Government Reorganization Act of 2000.

1 1.4 "Property tax revenue" means base property tax revenue, plus the property tax increment
2 for a given tax rate area.

3 1.5 "Tax apportionment ratio" means the tax apportionment ratio of the parties for a given
4 fiscal year and shall be ascertained by dividing the amount determined for each party pursuant to
5 Revenue and Taxation Code Sections 96(a) or 97(a), whichever is applicable, by that party's gross
6 assessed value, and by then dividing the sum of the resulting tax rate equivalents of both parties into
7 each party's tax rate equivalent to produce the tax apportionment ratio.

8 1.6 "Tax rate equivalent" means the factor derived for an agency by dividing the property tax
9 levy for the prior fiscal year computed pursuant to Section 97 of the Revenue and Taxation Code by the
10 gross assessed value of the real property within the jurisdiction of the agency for the prior fiscal year.

11 1.7 "Effective Date" shall mean the last date that all the parties hereto execute this
12 RESTATED MOU between COUNTY and CITY.

13 1.8 "Urban development" or "urban type development" shall mean development not allowed
14 in areas designated Agriculture, Rural Residential or River Influence in COUNTY's General Plan or its
15 applicable community plans as of the Effective Date of this RESTATED MOU.

16 ARTICLE II

17 ANNEXATIONS BY CITY

18 2.1 Any annexations undertaken by CITY following the date of the execution of this
19 RESTATED MOU shall be consistent with both the terms of this MOU and the standards (hereinafter
20 "The Standards" or "Standards") as set forth in Exhibit "1", attached hereto and incorporated by reference
21 herein as if set fourth fully at this point. This RESTATED MOU shall not apply to annexations proposed
22 by CITY which are not in compliance with its terms or which fail to meet The Standards. If a proposed
23 annexation is not in compliance with the terms of this RESTATED MOU, including but not limited to, The
24 Standards, then the property tax exchange provisions of Article III of this RESTATED MOU shall not
25 apply in regards to that proposed non-complying annexation. An exchange of property tax revenues
26 between COUNTY and CITY for any such non-complying annexation shall be handled individually
27 pursuant to subdivision (e) of Section 99 of the Revenue and Taxation Code or by the negotiation of a
28 standalone property tax exchange agreement between COUNTY and CITY.

1 2.2 In order to encourage the orderly processing of proposed annexations, CITY shall, at least
2 thirty (30) days prior to filing any annexation proposal with the Fresno County Local Agency Formation
3 Commission (hereinafter "LAFCO"), notify COUNTY of its intention to file such proposal and the date
4 upon which CITY expects such proposal to be filed. Upon COUNTY's request, CITY agrees to meet with
5 COUNTY to review whether its proposed annexation complies with The Standards. Within fifteen (15)
6 days after the date COUNTY receives notice by the CITY of its annexation proposal, COUNTY shall notify
7 CITY in writing if it has determined that the proposed annexation is inconsistent with The Standards.
8 Upon receipt of such notification, CITY may either modify the proposal to address the inconsistencies
9 with the Standards identified in the COUNTY's written notice or adopt a resolution finding that the
10 proposed annexation is, in CITY's determination, consistent with The Standards. If County fails to give
11 such notice within the fifteen-day period, the annexation shall be conclusively deemed consistent with all
12 provisions of this article and The Standards.

13 2.3 If CITY adopts a resolution making the findings described in Section 2.2, above, then
14 COUNTY may challenge such findings by appropriate court action filed within thirty (30) days of receipt
15 of written notice of the adoption of CITYs resolution. The court shall independently review the evidence
16 and determine whether the proposed annexation is consistent with the Standards.

17 As an alternative to a judicial challenge by the COUNTY, the parties may within the aforesaid
18 thirty (30) day period mutually agree in writing to arbitrate their dispute through proceedings conducted
19 in accordance with the rules established by the American Arbitration Association. The parties upon
20 agreeing to arbitrate will proceed with arbitration in a timely manner. The arbitrator hearing the matter
21 shall independently review the evidence and determine whether the proposed annexation is consistent
22 with The Standards.

23 Costs incurred by the prevailing party, either in court proceedings or the arbitration proceedings,
24 shall be paid by the non-prevailing party. The parties agree that CITY shall not proceed to LAFCO with
25 the proposed annexation until the dispute is finally resolved either by court or arbitration proceedings. If
26 CITY attempts to proceed with such proposed annexation prior to the expiration of the period in which
27 COUNTY may file its court action or agree to arbitrate, or prior to the final conclusion of such court or
28 arbitration proceeding, then the property tax exchange provisions of Article III of this RESTATED MOU

1 shall not apply to that proposed annexation.

2 Notwithstanding the foregoing, the CITY may proceed to LAFCO under this RESTATED MOU if
3 court or arbitration proceedings are not completed within thirty (30) days after the filing thereof provided,
4 however, that LAFCO in its resolution of approval, at the request of the CITY, conditions such approval
5 upon the Executive Officer's receipt of a certified copy of the document evidencing the finality of the
6 aforesaid court or arbitration proceedings determining that the proposed annexation is consistent with
7 the Standards attached hereto, or alternatively, receipt of a written stipulation of the CITY and COUNTY
8 agreeing that the annexation complies with the Standards and permitting the completion of such
9 proposed annexation. If LAFCO declines to conditionally approve the annexation as provided in this
10 paragraph or CITY fails to timely request such conditional approval of the annexation, then the property
11 tax exchange provisions of Article III of this RESTATED MOU shall not apply . If, at the request of the
12 CITY, LAFCo nevertheless approves the annexation over the objections of the County, such approval by
13 LAFCo shall be deemed good cause for the COUNTY at its option to terminate this RESTATED MOU.

14 2.4 For the purpose of promoting economic development and job creation, an Alternate
15 Standard for Annexation for industrial or regional commercial uses is hereby created. In the place of The
16 Standards set forth in Exhibit 1, the Alternate Standard for Annexation shall apply to and govern the
17 review of annexation proposals for industrial or regional commercial uses. Annexation proposals for
18 industrial/regional commercial uses shall include a conceptual development plan, as described herein.
19 The conceptual development plan shall consist of the economic objectives to be achieved, the service
20 and financing strategy and its schedule, and shall include a map of the proposed rezoning. The
21 conceptual development plan's schedule shall include milestones for major project components, to
22 measure the progress of the project. Due to the complexity of such projects the development schedule
23 for planning and implementation may reasonably require a period of from five to ten years. The
24 annexation proposal shall be submitted to and reviewed by the COUNTY pursuant to Section 2.2.
25 Annexation proposals that comply with the criteria of this Section 2.4 shall, be deemed to comply with
26 Section 2.1. The annexation application to be submitted to LAFCO shall be considered complete upon
27 adoption of the rezoning by the CITY. COUNTY and CITY agree to meet annually to review the progress
28 toward the achievement of the economic development objectives and to identify ways to promote mutual

1 economic development objectives. The proposed annexation made under this Alternate Standard for
2 Annexation described in this Section 2.4 should not create islands and annexation boundaries must
3 ultimately minimize creation of peninsulas, corridors, or other distortion of boundaries.

4 2.5 Section 2.4 shall not apply if CITY rezones an area that was annexed using the Alternate
5 Standard for Annexation to a zone other than Industrial/Regional Commercial without COUNTYs consent.

6 ARTICLE III

7 EXCHANGE OF PROPERTY TAX REVENUES TO BE

8 MADE UNDER SECTION 99 OF THE REVENUE AND TAXATION CODE

9 3.1 The property tax revenues collected in relation to annexations covered by the terms of this
10 RESTATED MOU shall be apportioned between CITY and COUNTY as set forth in Sections 3.2 and 3.3
11 below. The parties acknowledge that, pursuant to Sections 54902, 54902.1 and 54903 of Government
12 Code and Section 99 of the Revenue and Taxation Code, the distribution of such property tax revenues
13 will not be effective until the revenues are collected in the tax year following the calendar year in which
14 the statement of boundary changes and the map or plat is filed with the County Assessor and the State
15 Department of Tax and Fee Administration.

16 3.2 In regards to the annexation of real properties which are not considered substantially
17 developed at the time of annexation, COUNTY will retain all of its base property tax revenue upon
18 annexation. The amount of the property tax increment for special districts whose services are assumed
19 by CITY shall be combined with the property tax increment of the COUNTY, the sum of which shall be
20 allocated between CITY and COUNTY pursuant to the following tax apportionment ratio:

21 COUNTY: 63%

22 CITY: 37%

23 Effective July 1, 2022 these property tax-sharing ratios shall be as shown in Exhibit "2".

24 3.3 In regards to the annexation of real properties which are considered substantially
25 developed at the time of annexation, property tax revenue (base plus increment) will be reallocated as
26 follows: a detaching or dissolving district's property tax revenue (base plus increment) shall be combined
27 with COUNTY's and the sum of which shall be allocated between CITY and COUNTY pursuant to the
28 ratio set forth in Section 3.2.

1 ARTICLE IV

2 DEVELOPMENT WITHIN AND ADJACENT

3 TO CITY'S SPHERE OF INFLUENCE

4 AND COUNTY CAPITAL IMPROVEMENT FEES

5 4.1 COUNTY shall not approve any discretionary development applications for new urban
6 development within CITY's sphere of influence unless the development shall have first been referred to
7 CITY for consideration of possible annexation. If CITY does not, within sixty (60) days of receipt of notice
8 from COUNTY, adopt a resolution of application to initiate annexation proceedings before LAFCO,
9 COUNTY may approve development applications for that new urban development. COUNTY's approval
10 shall take into consideration CITY's general plan and be consistent with COUNTY's general plan policies,
11 provided, that the development is orderly and does not result in the premature conversion of agricultural
12 lands.

13 4.2 Within the CITY's sphere of influence, COUNTY shall require compliance with
14 development standards that are consistent to CITY's and charge fees reflecting the increased
15 administrative and implementing cost where such CITY standards are more stringent than COUNTY's.
16 These requirements shall apply to discretionary development applications approved by COUNTY. For
17 purposes of this Agreement, "discretionary development applications" shall mean General Plan
18 Amendments, Rezoning, Tentative Tract Maps, Tentative Parcel Maps, Conditional Use Permits, Director
19 Review and Approvals, and Variances.

20 4.3 CITY development fees shall be charged for any discretionary development applications
21 to be approved by the COUNTY within CITY's sphere of influence. To establish or amend CITY
22 development fees, CITY shall conduct a public hearing and notify property owners in accordance with
23 State Law. At the conclusion of that hearing, CITY shall adopt a resolution describing the type, amount,
24 and purpose of CITY fees to be requested for COUNTY adoption.

25 4.4 CITY shall transmit the adopted resolution to the COUNTY for its adoption of the fees.
26 CITY shall include a draft ordinance for COUNTY's adoption with appropriate supporting documentation
27 or findings by the CITY demonstrating that the fees comply with the Mitigation Fee Act (Section 66000,
28 and following, of the Government Code) and other applicable State Law requirements. CITY fees may

1 also include CITY's and COUNTY's increased administrative costs and inspection charges, provided
2 those costs similarly comply with the Mitigation Fee Act and other applicable State Law requirements.

3 4.5 COUNTY shall collect the applicable CITY development fees for infrastructure and
4 facilities at the time of final map approval or issuance of building permits as established by the fee
5 schedule. Or, COUNTY shall require the applicant to present a voucher issued by CITY evidencing the
6 payment of the fees directly to CITY, or written confirmation by CITY that fees are inapplicable. If
7 COUNTY imposes and collects fees on behalf of CITY, COUNTY shall transfer the fees to CITY at the
8 earliest time legally permitted.

9 4.6 CITY shall give COUNTY at least thirty (30) days notice before implementing any new
10 fees or an amendment to existing fees. Notwithstanding this Section 4.6, or any other provision of this
11 MOU, CITY shall be solely responsible for determining the amount of the fees and setting them in
12 accordance with law. This Section 4.6 shall not be construed as a representation by COUNTY as to the
13 propriety of the fees or the procedures used in setting them.

14 4.7 CITY shall hold harmless, defend and indemnify the COUNTY from all claims, demands,
15 litigation of any kind whatsoever arising from disputes relating to the enactment of or the collection of
16 CITY development fees by the County.

17 4.8 If COUNTY adopts capital improvement fees, CITY shall require that an applicant for any
18 land use entitlement or permit within CITY shall pay all COUNTY, public improvement fees applicable to
19 the entitlement or permit. At the COUNTY's request, CITY shall either timely impose and collect all such
20 fees or shall require the applicant to present a voucher issued by COUNTY evidencing the payment of
21 fees directly to COUNTY. If adopted by COUNTY, the fees are to mitigate the impact of development on
22 required COUNTY facilities and services including, but not limited to, the criminal justice system, health,
23 social services, parks, transportation and library. If CITY imposes and collects fees on behalf of COUNTY,
24 CITY shall transfer the fees to COUNTY at the earliest time legally permissible to do so. COUNTY may
25 impose new fees and amend existing fees from time to time in its sole discretion and in accordance with
26 applicable law. COUNTY shall give CITY at least thirty (30) days notice before implementing any new
27 fees or an amendment to existing fees. Notwithstanding this Section 4.8, or any other provision of this
28 RESTATED MOU, COUNTY shall be solely responsible for determining the amount of the fees and

1 setting them in accordance with law. This Section 4.8 shall not be construed as a representation by CITY
2 as to the propriety of the fees or the procedures used in setting them. If COUNTY imposes capital
3 improvement fees and CITY collects capital improvement fees on behalf of COUNTY, this RESTATED
4 MOU serves as a joint powers agreement under Chapter 5 of Division 7 of Title 1 (commencing with
5 Section 6500) of the Government Code for the purpose of CITY's collection of capital improvement fees
6 on behalf of COUNTY.

7 4.9 COUNTY shall hold harmless, defend and indemnify the CITY from all claims, demands,
8 litigations of any kind whatsoever arising from disputes relating to the enactment or collection of COUNTY
9 capital improvement fees.

10 4.10 COUNTY shall support urban unification and consolidation of urban services. To this end,
11 COUNTY shall oppose the creation of new governmental entities within CITY's sphere of influence,
12 except for such entities that may be necessary to address service requirements that cannot be addressed
13 by annexation to CITY. CITY and COUNTY will support transition agreements with current service
14 providers which recognize the primary role of cities as providers of urban services and where current
15 service providers have participated in service master planning.

16 4.11 Within CITY's sphere of influence and for the two-mile area beyond that sphere of
17 influence, COUNTY and CITY agree that, in the early stages of preparation of zone changes , circulation
18 proposals and general plan amendments for new urban development, they shall consult and formally
19 notify at the staff level in such fashion as to provide meaningful participation in the policy formulation
20 process, and shall likewise consult on other policy changes which may have an impact on growth or the
21 provision of urban services. CITY shall also be given the opportunity to respond to COUNTY before the
22 final document is prepared for presentation to COUNTY's Planning Commission. COUNTY agrees that
23 it will solicit comments from CITY in the preparation of any Initial Study required by the California
24 Environmental Quality Act undertaken within the area. If CITY determines such urban development may
25 have a significant effect on the environment, the COUNTY shall require an Environmental Impact Report
26 to be prepared if a fair argument can be made in support of the CITY's finding.

27 Notwithstanding anything to the contrary herein, because of state-mandated directives, including
28 without limitation, the state Regional Housing Needs Allocation, COUNTY may consider approval of

1 urban development in areas that are not currently planned for urban development, in order to meet its
2 obligations under a state-mandated directive.

3 4.12 City may, at any time during the term of this RESTATED MOU, file the appropriate
4 application with LAFCo to modify or expand the City's sphere of influence. Any change in the CITY's
5 sphere of influence proposed by either COUNTY or CITY which would modify the area depicted in Exhibit
6 "3" requires the mutual consultation of both parties prior to submission to LAFCO.

7 ARTICLE V

8 IMPLEMENTATION OF SALES TAX

9 REVENUE COLLECTION

10 5.1 Pursuant to the Bradley Burns Uniform Local Sales and Use Tax Law, Part 1.5, Division
11 2, of the Revenue and Taxation Code (commencing with Section 7200), CITY shall, concurrent with the
12 execution of this RESTATED MOU, amend its local sales and use tax ordinance, as needed, to comply
13 with the terms of this RESTATED MOU. The amendment of CITY's sales and use tax ordinance
14 (hereinafter referred to as "Ordinance Amendment") described in this Section 5.1 shall be timely
15 forwarded to the State Department of Tax and Fee Administration so that it will become operative as of
16 the first July 1 following the CITY reaching the threshold forth in subsections 5.2.1 and 5.2.2. The
17 Ordinance Amendment shall enable COUNTY, pursuant to its sales and use tax ordinance, to collect a
18 portion of the sales and use tax revenues generated within the incorporated areas of CITY in accordance
19 with the applicable rate set forth on Exhibit 4", attached hereto and incorporated by reference as if set
20 forth fully at this point. The format of this amendment by CITY to its local sales and use tax ordinance
21 shall likewise provide as a credit against the payment of taxes due under such ordinance, an amount
22 equal to any sales and use tax due to COUNTY.

23 5.2 Except as otherwise provided herein, CITY further agrees that the Ordinance Amendment
24 shall likewise provide for the periodic reallocation of additional sales tax revenues generated within the
25 incorporated areas of CITY in accordance with the schedule set forth on Exhibit "4". Each subsequent
26 incremental adjustment shall go into effect at the commencement of the fiscal year indicated. These
27 periodic adjustments shall enable COUNTY, pursuant to its sales and use tax ordinance, to collect that
28 portion of the sales and use tax revenues generated within the incorporated areas of CITY equal to the

1 applicable percentage as specified in Exhibit "4". These periodic adjustments shall automatically go into
2 effect provided that:

3 5.2.1 CITY receives sales tax revenues per capita in an amount greater than fifty percent
4 (50%) of the sales tax revenue per capita collected by all Fresno County cities when taken as
5 a group during the most recent fiscal year for which State Department of Tax and Fee
6 Administration information is available, then it hereby agrees to reallocated sales tax revenues
7 with COUNTY beginning in fiscal year 2021-22 in accordance with the provisions of this article;
8 and

9 5.2.2 CITY's annual sales tax revenue information is available for the State Department
10 of Tax and Fee Administration allows City to reallocate sales tax revenue at the percentage
11 designated in Exhibit "4" and still have a net increase in its remaining sales tax revenue when
12 compared with the fiscal year immediately preceding the fiscal year described above. The
13 periodic phase in of sales tax reallocation described herein shall be delayed from year-to-year
14 if CITY falls below the sales tax reallocation threshold as identified in Section 5.2. In those
15 years in which CITY does not meet the sales tax reallocation threshold, CITY's sharing
16 proportion shall continue at the same rate as in the last year in which CITY met or exceeded
17 the threshold. When, in a subsequent year, CITY again meets or exceeds the threshold, the
18 sharing proportion of CITY shall be at the next higher sharing proportion shown on Exhibit "4",
19 and the annual phase-in shall continue therefrom.

20 5.3 The Ordinance Amendment is intended to reduce CITY's sales tax rate from its then-
21 existing level to a level which thereby enables COUNTY, pursuant to its sales tax ordinance, to continue
22 collecting those amounts set forth in the previous provisions of this article as well as the applicable
23 percentages set forth on Exhibit "4". In addition, each periodic adjustment is intended by the parties to
24 enable COUNTY to collect an amount equivalent to the applicable percentage specified in Exhibit "4".

25 5.4 Whenever CITY proposes an annexation of unincorporated territory which generates
26 "substantial sales tax revenue" (as defined in this section 5.4 below) for COUNTY, CITY, agrees to further
27 amend its local sales and use tax ordinance as set forth in this section. Notwithstanding the language of
28 subsections 5.2.1 and 5.2.2, this additional amendment shall become operative no later than the

1 commencement of the next calendar quarter following the date upon which such annexation is certified
2 as complete by the Executive Officer of LAFCO. This additional amendment shall decrease CITY 's sales
3 tax rate to yield an amount of substantial sales tax revenue being collected by COUNTY in the area to
4 be annexed, thus enabling COUNTY to increase its sales tax rate by a corresponding percentage which
5 shall continue to accrue to COUNTY throughout the term of this RESTATED MOU. Any such additional
6 amendment made by CITY pursuant to this section shall be cumulative and likewise preserve intact any
7 periodic adjustments previously implemented pursuant to this RESTATED MOU. Further, CITY agrees
8 that it shall not split or separate areas into smaller annexations for the purpose of, or having the effect of,
9 creating an annexation or annexations which, individually, do not generate substantial sales tax revenue,
10 but which would generate such revenue if combined. For purposes of this article, the term "substantial
11 sales tax revenue" shall be defined as sales tax revenue derived from taxable sales in the area annexed
12 equal to at least:

13 5.4.1 If only information for less than one fiscal year exists, then \$100,000 in taxable
14 sales in the most recent quarter for which such information from the State Department of
15 Tax and Fee Administration is available in writing or electronic or magnetic media, and
16 projected to a full four quarters, at least
17 \$400,000 in taxable sales.

18 5.4.2 If information for one or more years exist, then \$400,000 in taxable sales in the
19 most recent year for which such information from the State Department of Tax and Fee
20 Administration is available in writing or electronic or magnetic media.

21 5.5 If CITY fails to amend its sales tax ordinance as provided in section 5.1, or if the Ordinance
22 Amendment fails to provide for the periodic reallocation of additional sales tax revenues as provided in
23 section 5.2, the subsections therein, and Exhibit "4", or if CITY fails to further amend its sales tax
24 ordinance upon the annexation of unincorporated territory which generates substantial sales tax revenue
25 for COUNTY as provided in section 5.4, or if CITY splits or separates areas into smaller areas as
26 prohibited by section 5.4, then this RESTATED MOU shall immediately terminate and, in particular, no
27 master property tax exchange agreement under subdivision (d) of Section 99 of the Revenue and
28 Taxation Code, shall exist between CITY and COUNTY.

1 shall remain in effect for a period of fifteen (15) years, unless terminated prior to that time by mutual
2 agreement of the parties or as otherwise provided by this RESTATED MOU.

3 In addition, should all or any portion of this RESTATED MOU be declared invalid or inoperative
4 by a court of competent jurisdiction, or should any party to this RESTATED MOU fail to perform any of
5 its obligations hereunder as determined by a court of competent jurisdiction, or should any party to this
6 RESTATED MOU take any action to frustrate the intentions of the parties as expressed in this
7 RESTATED MOU as determined by a court of competent jurisdiction, then in such event, this entire
8 RESTATED MOU, as well as any ancillary documents entered into by the parties in order to fulfill the
9 intent of this RESTATED MOU, shall immediately be of no force and effect and, in particular, no property
10 tax exchange agreement, as required by Section 99 of the Revenue and Taxation Code, shall exist
11 between the CITY and COUNTY as to unincorporated property.

12 8.2 Geographic Application of RESTATED MOU

13 This RESTATED MOU shall apply only to the area identified as the City of Selma's Sphere of
14 Influence and the Future Growth Area as depicted in Exhibit 3, except for the 194-acre area identified as
15 excluded from this RESTATED MOU. This RESTATED MOU shall not apply to any sphere of influence
16 beyond the area depicted in Exhibit 3 unless and until the parties mutually agree to amend this
17 RESTATED MOU.

18 8.3 Termination Due to Changes in Law

19 The purpose of this RESTATED MOU is to alleviate in part the revenue shortfall experienced by
20 COUNTY which may result from CITY's annexation of revenue-producing or potentially revenue-
21 producing properties located within the unincorporated area of COUNTY. The purpose of this RESTATED
22 MOU is also to enable CITY to proceed with territorial expansion and economic growth consistent with
23 the terms of existing law as mutually understood by the parties as well as to maximize each party's ability
24 to deliver essential governmental services. In entering into this RESTATED MOU, the parties mutually
25 assume the continuation of the existing statutory scheme for the distribution of available tax revenues to
26 local government and that assumption is a basic tenet of this RESTATED MOU. Accordingly, it is mutually
27 understood and agreed that this RESTATED MOU may, by mutual agreement be terminated should
28 changes occur in statutory law, court decisions or state administrative interpretations which negate the

1 basic tenets of this RESTATED MOU.

2 8.4 Modification

3 This RESTATED MOU and all of the covenants and conditions set forth herein may be modified
4 or amended only by a writing duly authorized and executed by COUNTY and CITY.

5 8.5 Enforcement

6 COUNTY and CITY each acknowledge that this RESTATED MOU cannot bind or limit themselves
7 or each other or their future governing bodies in the exercise of their discretionary legislative power.
8 However, each party agrees that it will insofar as is legally possible fully carry out the intent and purposes
9 of this RESTATED MOU, if necessary by administrative action independent of ordinances, and that this
10 RESTATED MOU may be enforced by injunction to the extent allowed by law.

11 8.6 Entire Agreement and : Supersession

12 With respect to the subject matter hereof, this RESTATED MOU supersedes any and all previous
13 negotiations, proposals, commitments, writings, and understandings of any nature whatsoever between
14 COUNTY and CITY except as otherwise provided herein.

15 8.7 Notice

16 All notices, requests, certifications or other correspondence required to be provided by the parties
17 to this RESTATED MOU shall be in writing and shall be delivered by first class mail or an equal or better
18 form of delivery to the respective parties at the following addresses:

19 **COUNTY**

20 County Administrative Officer
21 County of Fresno
22 Hall of Records, Room 300
23 2281 Tulare Street
24 Fresno, CA 93721

CITY

City Manager
City of Selma
City Hall
1710 Tucker Street
Selma, CA 93662

25 8.8 Renegotiation

26 If COUNTY enters into an agreement or memorandum of understanding, which includes a master
27 property tax exchange agreement under subdivision (d) of Section 99 of the Revenue and Taxation Code,
28 with another city that has terms and conditions more favorable in the aggregate to that city than those
terms and conditions contained herein, COUNTY agrees that it will negotiate such terms and conditions
in good faith upon written request from CITY, with the intent of offering that more favorable agreement.

1 Negotiations shall conclude ninety (90) days from the date of receipt of notice by COUNTY and,
2 if agreement is tentatively reached during that period, the legislative bodies of the parties shall
3 approve any such amendment within a reasonable period of time following the date of the
4 tentative agreement. COUNTY and CITY are not required to reach agreement.

5 8.9 Notice of Breach

6 Prior to this RESTATED MOU being terminated as expressly provided in this RESTATED MOU,
7 COUNTY shall provide notice to CITY of any breach of this RESTATED MOU by the CITY, and CITY
8 shall comply with the terms and conditions of this RESTATED MOU within thirty (30) days after the date
9 of receipt of notice. If CITY fails to timely comply with the terms and conditions of this RESTATED MOU,
10 this RESTATED MOU shall terminate. During the thirty (30) day notice period and until CITY certifies in
11 writing that it is in compliance with the provisions of this RESTATED MOU and COUNTY agrees in writing,
12 no property tax exchange agreement, as required by Section 99 of the Revenue and Taxation Code,
13 shall exist between COUNTY and CITY with respect to any pending annexations.

14 Prior to this RESTATED MOU being terminated as expressly provided in this RESTATED MOU,
15 CITY shall provide notice to COUNTY of any breach of this RESTATED MOU by the COUNTY, and
16 COUNTY shall comply with the terms and conditions of this RESTATED MOU within thirty (30) days after
17 the date of receipt of notice. If COUNTY fails to timely comply with the terms and conditions of this
18 RESTATED MOU, this RESTATED MOU shall terminate. During the thirty (30) day notice period and
19 until COUNTY certifies in writing that it is in compliance with the provisions of this RESTATED MOU and
20 CITY agrees in writing, at the election of the CITY, no property tax exchange agreement, as required by
21 Section 99 of the Revenue and Taxation Code, shall exist between COUNTY and CITY with respect to
22 any pending annexations.

23 8.10 No Waiver of Government Claims Act

24 For all claims arising from or related to this RESTATED MOU, nothing in this RESTATED MOU
25 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,
26 including the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with
27 section 810).

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IN WITNESS WHEREOF, the parties hereto have executed this RESTATED MOU in the County of Fresno, State of California, on the last date set forth below.

County of Fresno, a Political
Subdivision of the State of California
(COUNTY)

City of Selma, a Municipal
Corporation of the State of California (CITY)

By: _____

By: _____

Sal Quintero, Chairman of the
Board of Supervisors of the County of Fresno

Scott Robertson, Mayor, City of Selma

Date: _____

Date: _____

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

Attest:
Reyna Rivera, City Clerk

By: _____
Deputy

By: _____
Reyna Rivera, City Clerk
City of Selma

Fernando Santillan, City Manager

By: _____
Fernando Santillan, City Manager
City of Selma

Approved as to Legal Form
City Attorney, City of Selma

By: _____
Megan Dodd, City Attorney
City of Selma

EXHIBIT 1
STANDARDS FOR ANNEXATION

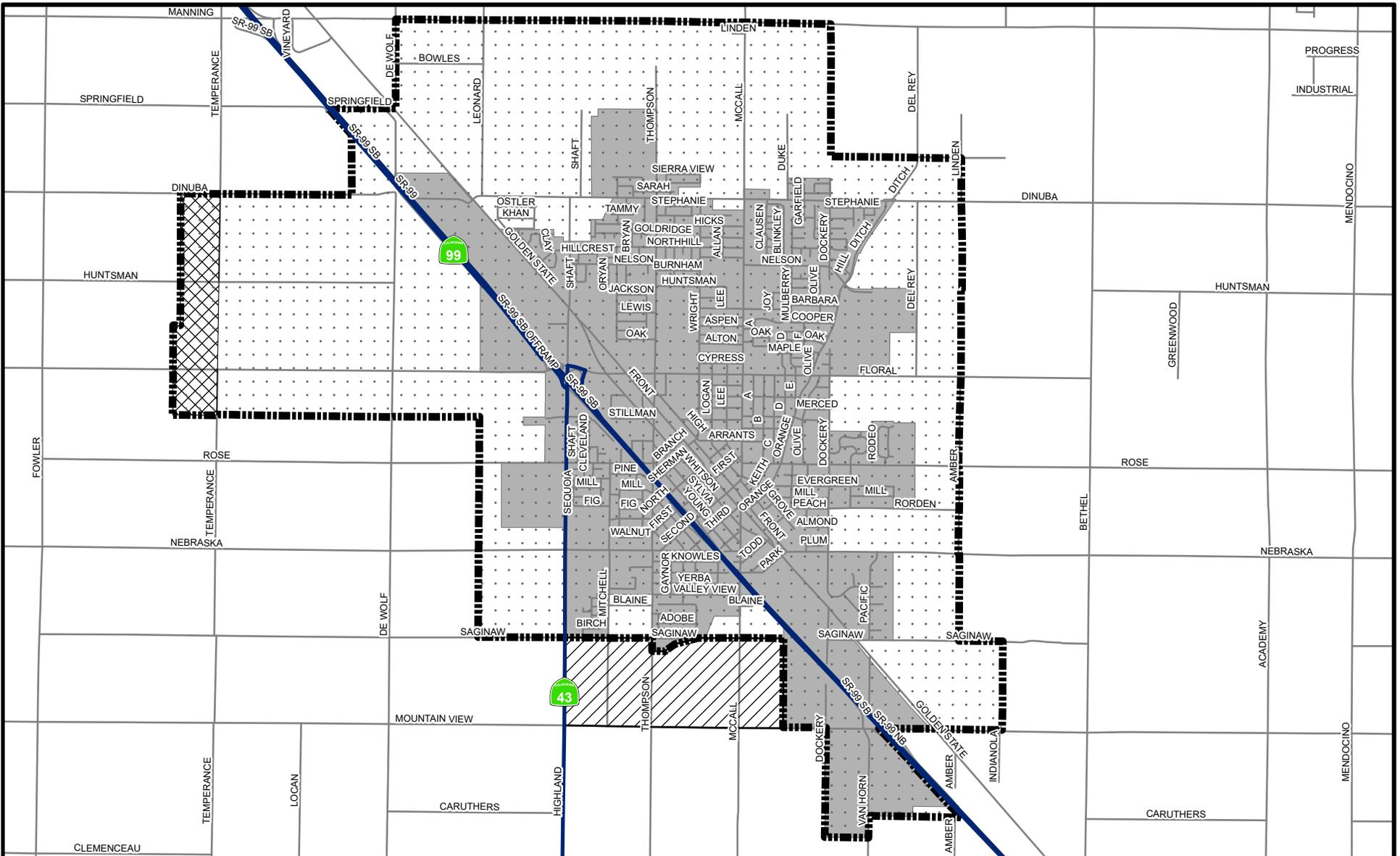
- The proposal must be consistent with adopted sphere of influence of the city and not conflict with the goals and policies of the Cortese-Knox-Hertzberg Act.
- The proposal must be consistent with city general and specific plans, including adopted goals and policies.
- Pursuant to CEQA, the proposal must mitigate any significant adverse effect on continuing agricultural operations on adjacent properties, to the extent reasonable and consistent with the applicable general and specific plan.
- A proposal for annexation is acceptable if one of the following conditions exist:
 1. There is existing substantial development provided the City confines its area requested to that area needed to include the substantial development and create logical boundaries.
 2. Development exists that requires urban services which can be provided by the City.
 3. If no development requiring urban services exists, at least 25% of the area proposed for annexation has:
 - (a) Approved tentative subdivision map (single-family residential)
 - (b) Approved site plan (for uses including multi-family)
 4. The annexation is to fulfill the city's Regional Housing Needs Allocation (RHNA) obligation which otherwise cannot be accommodated on lands currently within the city's incorporated boundary.
 5. The annexation includes the full width of road right-of-way along the annexation boundary and does not result in the creation of bypassed segments of existing road rights-of-way.
- The proposal would not create islands. Boundaries must ultimately minimize creation of peninsulas and corridors, or other distortion of boundaries.

For any of the following circumstances listed below, a proposal for annexation is presumed to comply with all standards for annexation:

- The request for annexation is by a city for annexation of its own publicly-owned property for public use.
- The request for annexation is by a city in order to facilitate construction of public improvements or public facilities which otherwise could not be constructed.
- The request for annexation is to remove an unincorporated island, substantially surrounded area, or otherwise address existing peninsulas and/or irregular boundaries.
- The annexation is intended to mitigate or otherwise comply with standards/conditions required by another agency with respect to another development/annexation

Effective July 1, 2023, the property tax sharing ratios shall be as follows:

County	City	Effective Date
62.0%	38.0%	July 1, 2023
62.5%	37.5 %	July 1, 2024
63.0%	37.0%	July 1, 2025
63.0%	37.0%	July 1, 2026
63.0%	37.0%	July 1, 2027
63.0%	37.0%	July 1, 2028
63.0%	37.0%	July 1, 2029
63.0%	37.0%	July 1, 2030
63.0%	37.0%	July 1, 2031
63.0%	37.0%	July 1, 2032
63.0%	37.0%	July 1, 2033
63.0%	37.0%	July 1, 2034
63.0%	37.0%	July 1, 2035
63.0%	37.0%	July 1, 2036
63.0%	37.0%	July 1, 3037



CITY OF SELMA



Legend

-  Selma
-  City Sphere of Influence
-  Future Growth Area: Approx. 398 Acres
-  194 Acres- Area Excluded From Second Amended and Restated MOU

Department of Public Works and Planning
Development Services Division

Prepared by: RYLOPEZ
G:\4360Devs&Plan\GIS\Maps\Specific

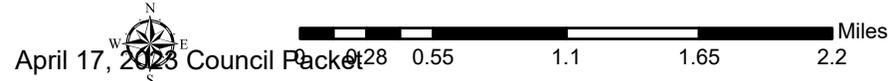


EXHIBIT 4

Effective July 1, 2022, the Sales Tax Revenue Sharing Proportion shall continue as follows:

YEAR	CITY
1	5%
2	5%
3	5%
4	5%
5	5%
6	5%
7	5%
8	5%
9	5%
10	5%
11	5%
12	5%
13	5%
14	5%
15	5%

Table 1: Sales Tax Revenue Allocation Application FY 2018-19 Data

City	Sales Tax Revenue 2017 - 2018	Population January 1, 2018	Per Capita Tax Revenue 2017 - 2018	Sales Tax Revenue 2018 - 2019	Population January 1, 2019	Per Capita Tax Revenue 2018 - 2019	Meets 50% Criteria 2017 - 2018	Meets 50% Criteria 2018 - 2019	Growth over 1/2%	Sales Tax Revenue Growth
	A	B	C	D	E	F	G	F	I	J
Clovis	\$ 20,088,192	113,501	\$ 176.99	\$ 21,398,962	116,609	\$ 183.51	A	A	Yes	6.53%
Coalinga	\$ 795,842	16,516	\$ 48.19	\$ 946,569	16,944	\$ 55.86	B	B	Yes	18.94%
Firebaugh	\$ 887,447	7,893	\$ 112.43	\$ 825,341	7,980	\$ 103.43	A	A	No	-7.00%
Fowler	\$ 1,290,773	6,161	\$ 209.51	\$ 1,415,099	6,220	\$ 227.51	A	A	Yes	9.63%
Fresno	\$ 86,000,524	536,593	\$ 160.27	\$ 91,798,987	542,012	\$ 169.37	A	A	Yes	6.74%
Huron	\$ 174,745	7,281	\$ 24.00	\$ 182,158	7,302	\$ 24.95	B	B	Yes	4.24%
Kerman	\$ 1,913,749	15,335	\$ 124.80	\$ 1,981,109	15,767	\$ 125.65	A	A	Yes	3.52%
Kingsburg	\$ 975,836	12,397	\$ 78.72	\$ 1,141,664	12,551	\$ 90.96	A	A	Yes	16.99%
Mendota	\$ 611,472	12,201	\$ 50.12	\$ 674,507	12,278	\$ 54.94	B	B	Yes	10.31%
Orange Cove	\$ 176,743	9,443	\$ 18.72	\$ 225,323	9,460	\$ 23.82	B	B	Yes	27.49%
Parlier	\$ 424,544	15,460	\$ 27.46	\$ 444,697	15,658	\$ 28.40	B	B	Yes	4.75%
Reedley	\$ 1,687,854	25,797	\$ 65.43	\$ 1,755,297	25,873	\$ 67.84	B	B	Yes	4.00%
Sanger	\$ 2,320,636	26,418	\$ 87.84	\$ 2,325,388	27,005	\$ 86.11	A	A	No	0.20%
San Joaquin	\$ 185,302	4,124	\$ 44.93	\$ 252,989	4,144	\$ 61.05	B	B	Yes	36.53%
Selma	\$ 5,515,388	24,327	\$ 226.72	\$ 6,482,913	24,402	\$ 265.67	A	A	Yes	17.54%
Sales Tax Revenue										
Total All Cities	\$ 123,049,047	833,447		\$ 131,851,003	844,205					
Per Capita All Cities			\$ 147.64			\$ 156.18				
50% Minimum			\$ 73.82			\$ 78.09				
Unincorporated Population		170,813			170,990					
Total County Population										

Sales Tax Revenues: Columns A & D, Source: State Board of Equalization Annual Report Statistical Appendix; Fiscal Year Data Available in January of Next Calendar Year

Population Data: Columns B & E, Source: Source State Department of Finance January 1, Population Estimates; Available in May of that Calendar Year

Per Capita Sales Tax All Cities (FY 2017-18) Sum Columns A & B. Then divide the column A summed total by the column B summed total. The Result is listed in Column C as "Per Capita Cities"

Per Capita Sales Tax All Cities (FY 2018-19) Sum Columns D & E. Then divide the column D summed total by the column E summed total. The Result is listed in Column F as "Per Capita Cities"

50% Minimum Criteria: The Previous Calculations divided by 2. Then a comparison of this number with the numbers in columns C & F is made. Results are reflected in columns G & H. "A" means above, "B" Below the Criteria.

Sales Tax Revenue Growth: Column J; Compute percentage growth of Sales Tax Revenue: Change in Sales Tax Revenue in Column D compared to Column A.

Growth Criteria: If the Sales Tax Revenues of the city grew by at least 1/2%, the results are reflected in column I with a "YES"

EXHIBIT 5

1 SECOND AMENDMENT TO THE AMENDED AND RESTATED
2 MEMORANDUM OF UNDERSTANDING BETWEEN
3 THE COUNTY OF FRESNO AND THE CITY OF SELMA
4

5 This Second Amendment to the Amended and Restated Memorandum of Understanding
6 (“Second Amendment”), executed on this 22nd day of February, 2022 (“Effective Date”),
7 amends the Amended and Restated Memorandum of Understanding (the “MOU”) executed on February
8 27, 2007, as previously amended, by and between the County of Fresno, a political subdivision of the
9 State of California (“County”), and the City of Selma, a municipal corporation of the State of California
10 (“City”). County and City are each a “Party” to this Fourth Amendment and are collectively “the Parties.”

11 RECITALS:

12 WHEREAS, the Parties previously entered into a comprehensive MOU, dated February 27, 2007,
13 regarding development, City’s sphere of influence, annexation, sales tax, property tax, and other matters
14 impacting both parties; and

15 WHEREAS, the current term of the MOU is scheduled to expire on February 27, 2022; and

16 WHEREAS, a Second Amendment to the MOU is necessary and desirable to accommodate
17 extension of the MOU for one year from the expiration date of February 27, 2022, to provide additional
18 time for both Parties to complete ongoing negotiations regarding a longer-term extension.

19 NOW, THEREFORE, County and City hereby agree as follows:

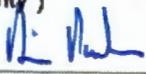
20 1. Section 9.1 “Term of MOU” is hereby amended to read in its entirety as follows:

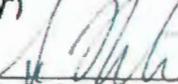
21 This RESTATED MOU shall commence as of the February 27, 2007 and remain in effect until
22 February 27, 2023, unless terminated prior to that time by mutual agreement of the parties. Further, the
23 post-termination remedies and provisions set forth in Section 9.9 this Restated MOU shall survive its
24 termination.

25 In addition, should all or any portion of this RESTATED MOU be declared invalid or inoperative
26 by a court of competent jurisdiction, or should any party to this RESTATED MOU fail to perform any of
27 its obligations hereunder, or should any party to this RESTATED MOU take any action to frustrate the
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IN WITNESS WHEREOF, the Parties hereto have executed this Fourth Amendment as of the Effective Date.

COUNTY OF FRESNO, a Political Subdivision of the State of California ("County")
By: 
Brian Pacheco, Chairman of the Board of Supervisors of the County of Fresno

CITY OF SELMA, a Municipal Corporation of the State of California ("City")
By: 
Scott Robertson, Mayor, City of Selma

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

ATTEST:
Reyna Rivera,
City Clerk, City of Selma

By: 
Deputy

By: 
Reyna Rivera, City Clerk

REVIEWED AND RECOMMENDED FOR APPROVAL:
By: 
Fernando Santillan, City Manager

APPROVED AS TO LEGAL FORM:
By: 
Mary Lerner, City Attorney

1 WHEREAS, COUNTY recognizes the need for orderly growth within and
2 adjacent to CITY and for supporting appropriate annexations and promoting the
3 concentration of development within CITY; and

4 WHEREAS, CITY and AGENCY recognize that development within CITY limits
5 may also have the effect of concentrating revenue-generating activities within CITY
6 rather than in unincorporated areas and that, as a result of Proposition 13 and its
7 implementing legislation, annexation by CITY of unincorporated territory can result in a
8 loss of revenue sources for COUNTY unless there is significant new development
9 activity as a result of annexation; and

10 WHEREAS, annexation which results in the development of urban uses in
11 response to a clearly demonstrated community demand is appropriate; and well
12 planned and fiscally sound redevelopment can be a valuable tool in the physical and
13 economic development of CITY and COUNTY;

14
15 NOW, THEREFORE, COUNTY, CITY and AGENCY hereby agree as follows:

16 ARTICLE I

17 DEFINITIONS

18 Unless the particular provision or context otherwise requires, the definitions
19 contained in this article and in the Revenue and Taxation Code shall govern the
20 construction, meaning, and application of words used in this RESTATED MOU.

21 1.1 "Base property tax revenues" means property tax revenues allocated by
22 tax rate equivalents to all taxing jurisdictions as to the geographic area comprising a
23 given tax rate area annexed in the fiscal year immediately preceding the tax year in
24 which property tax revenues are apportioned pursuant to this RESTATED MOU,
25 including the amount of State reimbursement of the homeowners' and business
26 inventory exemptions.

27 1.2 Except as provided in Section 6.1, "property tax increment" means
28 revenue from the annual tax increment, as "annual tax increment" is defined in Section

1 98 of the Revenue and Taxation Code, attributable to the tax rate area for the
2 respective tax year.

3 1.3 "Substantial development" or "substantially developed" means real
4 property which, prior to annexation, has an improvement value to land value ratio equal
5 to or greater than 1.25:1, as of the lien date in the fiscal year in which the annexation
6 becomes effective under the Cortese-Knox Local Government Reorganization Act, and
7 on and after January 1, 2000, the Cortese-Knox-Hertzberg Local Government
8 Reorganization Act of 2000.

9 1.4 "Property tax revenue" means base property tax revenue, plus the
10 property tax increment for a given tax rate area.

11 1.5 "Tax apportionment ratio" means the tax apportionment ratio of the parties
12 for a given fiscal year and shall be ascertained by dividing the amount determined for
13 each party pursuant to Revenue and Taxation Code Sections 96(a) or 97(a), whichever
14 is applicable, by that party's gross assessed value, and by then dividing the sum of the
15 resulting tax rate equivalents of both parties into each party's tax rate equivalent to
16 produce the tax apportionment ratio.

17 1.6 "Tax rate equivalent" means the factor derived for an agency by dividing
18 the property tax levy for the prior fiscal year computed pursuant to Section 97 of the
19 Revenue and Taxation Code by the gross assessed value of the agency for the prior
20 fiscal year.

21 1.7 "Redevelopment project" means any new redevelopment plan or project
22 area and any amendment to an existing development plan or project area to which
23 Health and Safety Code Section 33354.6, as amended by Chapter 147 of the 1984
24 Statutes, applies. For example, the addition of the power of eminent domain to an
25 existing redevelopment plan is not a "redemption project" because it does not affect
26 any of the criteria listed in Health and Safety Code Section 33354.6.

27

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ARTICLE II

1 ANNEXATIONS BY CITY

2 2.1 Any annexations undertaken by CITY following the date of the execution
3 of this RESTATED MOU shall be consistent with both the terms of this MOU and the
4 standards (hereinafter "The Standards" or "Standards") as set forth in Exhibit "1",
5 attached hereto and incorporated by reference herein as if set fourth fully at this point.
6 This RESTATED MOU shall not apply to annexations proposed by CITY which are not
7 in compliance with its terms or which fail to meet The Standards. If a proposed
8 annexation is not in compliance with the terms of this RESTATED MOU, including but
9 not limited to, The Standards, then no property tax exchange agreement, as required by
10 Revenue and Taxation Code Section 99, shall exist in regards to that proposed
11 annexation. Any such non-complying annexation shall be handled individually through
12 separate negotiations between CITY and COUNTY.

13 2.2 In order to encourage the orderly processing of proposed annexations,
14 CITY shall, at least thirty (30) days prior to filing any annexation proposal with the
15 Fresno County Local Agency Formation Commission (hereinafter "LAFCO"), notify
16 COUNTY of its intention to file such proposal and the date upon which CITY expects
17 such proposal to be filed. Upon COUNTY's request, CITY agrees to meet with
18 COUNTY to review whether its proposed annexation complies with The Standards.
19 Within fifteen (15) days after the date COUNTY receives notice by the CITY of its
20 annexation proposal, COUNTY shall notify CITY in writing if it has determined that the
21 proposed annexation is inconsistent with The Standards. Upon receipt of such
22 notification, CITY may either modify the proposal to COUNTY's specifications or adopt a
23 resolution finding that the proposed annexation is, in CITY's determination, consistent
24 with The Standards.

25 2.3 If CITY adopts a resolution making the finding described in Section 2.2,
26 then COUNTY may challenge such finding through arbitration proceedings conducted in
27 accordance with the rules established by the American Arbitration Association.
28 COUNTY shall have thirty (30) days following receipt of written notice from CITY of such

1 resolution to request arbitration. The request shall be directed to CITY and shall be in
2 writing. The parties agree to proceed with arbitration in a timely manner. In the event of
3 such challenge, the arbitrator hearing the matter shall independently review the
4 evidence and determine whether the proposed annexation is consistent with The
5 Standards.

6 The costs incurred by the prevailing party, in the arbitration proceedings, shall be
7 paid by the non-prevailing party. The parties agree that CITY shall not proceed with the
8 proposed annexation until the COUNTY's action challenging CITY's finding on such
9 matter is finally resolved. The parties intend to finally resolve the challenge by the
10 process set forth in this section. If CITY attempts to proceed with such proposed
11 annexation prior to the expiration of the period in which COUNTY may request
12 arbitration expires or prior to the conclusion of a challenge upholding the finding,, then
13 this RESTATED MOU shall immediately terminate as to such annexation and, in
14 particular, no property tax exchange agreement, as required by Section 99 of the
15 Revenue and Taxation Code, shall exist between CITY and COUNTY as to that
16 proposed annexation.

17 2.4 For the purpose of promoting economic development and job creation, an
18 Alternate Standard for Annexation for industrial or regional commercial uses is hereby
19 created. In the place of the Standards for Annexation set forth in Exhibit 1, the Alternate
20 Standard for Annexation shall apply to and govern the review of annexation proposals
21 for industrial or regional commercial uses. Annexation proposals for industrial/regional
22 commercial uses shall include a conceptual development plan, as described herein.
23 The conceptual development plan shall consist of the economic objectives to be
24 achieved, the service and financing strategy and its schedule, and shall include a map
25 of the proposed rezoning. The conceptual development plan's schedule shall include
26 milestones for major project components, to measure the progress of the project. Due
27 to the complexity of such projects the development schedule for planning and
28 implementation may reasonably require a period of from five to ten years. The

1 annexation proposal shall be submitted to and reviewed by the COUNTY pursuant to
2 Section 2.2. Annexation proposals that comply with the criteria of this Section 2.4 shall
3 be deemed to comply with Section 2.1. The annexation application to be submitted to
4 LAFCO shall be considered complete upon adoption of the rezoning by the CITY.
5 COUNTY and CITY agree to meet annually to review the progress toward the
6 achievement of the economic development objectives and to identify ways to promote
7 mutual economic development objectives.

8 2.5. Section 2.4 shall be deemed suspended if CITY rezones an area that was
9 annexed using the Alternate Standard for Annexation to a zone other than
10 Industrial/Regional Commercial without COUNTY's consent.

11 2.6 This RESTATED MOU shall apply only to the area identified as the City of
12 Selma's Sphere of Influence as depicted in Exhibit 2. This RESTATED MOU shall not
13 apply to any sphere of influence beyond the area depicted in Exhibit 2 unless and until
14 the parties mutually agree to amend this RESTATED MOU.

15 ARTICLE III

16 EXCHANGE OF PROPERTY TAX REVENUES TO BE

17 MADE UNDER SECTION 99 OF THE REVENUE AND TAXATION CODE

18 3.1 The property tax revenues collected in relation to annexations covered by
19 the terms of this RESTATED MOU shall be apportioned between CITY and COUNTY
20 as set forth in Sections 3.2 and 3.3 below. The parties acknowledge that, pursuant to
21 Sections 54902, 54902.1 and 54903 of Government Code and Sections 97 and 99 of
22 the Revenue and Taxation Code, the distribution of such property tax revenues will not
23 be effective until the revenues are collected in the tax year following the calendar year
24 in which the statement of boundary changes and the map or plat is filed with the County
25 Assessor and the State Board of Equalization.

26 3.2 In regards to the annexation of real properties which are not considered
27 substantially developed at the time of annexation, COUNTY will retain all of its base
28 property tax revenue upon annexation. The amount of the property tax increment for

1 special districts whose services are assumed by CITY shall be combined with the
2 property tax increment of the COUNTY, the sum of which shall be allocated between
3 CITY and COUNTY pursuant to the following ratio:

4 COUNTY: 62%

5 CITY: 38%

6 These property tax-sharing ratios shall become effective immediately upon execution of
7 this MOU. Effective July 1, 2007 these property tax-sharing ratios shall be as shown in
8 Exhibit "3".

9 3.3 In regards to the annexation of real properties which are considered
10 substantially developed at the time of annexation, property tax revenue (base plus
11 increment) will be reallocated as follows: a detaching or dissolving district's property tax
12 revenue (base plus increment) shall be combined with COUNTY's and the sum of which
13 shall be allocated between CITY and COUNTY pursuant to the ratio set forth in Section
14 3.2.

15 ARTICLE IV

16 DEVELOPMENT WITHIN AND ADJACENT

17 TO CITY'S SPHERE OF INFLUENCE AND FEE COLLECTION PROCESS

18 4.1 COUNTY shall not approve any discretionary development permits for
19 new urban development within CITY's sphere of influence unless the development shall
20 have first been referred to CITY for consideration of possible annexation. If CITY does
21 not, within sixty (60) days of receipt of notice from COUNTY, adopt a resolution of
22 application to initiate annexation proceedings before LAFCO, COUNTY may approve
23 development permits for that new urban development, considering CITY's general plan,
24 and consistent with COUNTY's general plan policies, provided: (1) that the
25 development is orderly and does not result in the premature conversion of agricultural
26 lands, and (2) that COUNTY shall require compliance with development standards that
27 are comparable to CITY's and charge fees reflecting the increased administrative and
28 implementing cost where such CITY standards are more stringent than COUNTY's.

1 CITY agrees to cooperate with COUNTY in providing data in support of fees covering
2 the applicable standards. COUNTY's actual fees may be more or less than CITY's
3 depending on the review. CITY and COUNTY may annually prepare such a fee
4 schedule for COUNTY use to be adopted during COUNTY's budget process. COUNTY
5 agrees to adopt the policies, procedures and ordinances necessary to effectuate the
6 intent of this article. COUNTY will transfer fees collected for public facility
7 improvements at the earliest time when it is legally permissible to do so.

8 4.3 CITY development fees shall be charged for any discretionary
9 development applications to be approved by the COUNTY within CITY's sphere of
10 influence. To establish or amend CITY development fees, CITY shall conduct a public
11 hearing and notify property owners in accordance with State Law. At the conclusion of
12 that hearing, CITY shall adopt a resolution describing the type, amount, and purpose of
13 CITY fees to be requested for COUNTY adoption.

14 4.4 CITY shall transmit the adopted resolution to the COUNTY for its adoption
15 of the fees. CITY shall include a draft ordinance for COUNTY's adoption with
16 appropriate supporting documentation or findings by the CITY demonstrating that the
17 fees comply with Section 66000 of the Government Code and other applicable State
18 Law requirements. CITY fees may also include CITY's and COUNTY's increased
19 administrative costs and inspection charges.

20 4.5 COUNTY shall collect any such applicable CITY development fees at the
21 time of final map approval or issuance of building permits as established by the fee
22 schedule. Or, COUNTY shall require the applicant to present a voucher issued by CITY
23 evidencing the payment of the fees directly to CITY, or written confirmation by CITY that
24 fees are inapplicable. If COUNTY imposes and collects fees on behalf of CITY,
25 COUNTY shall transfer the fees to CITY at the earliest time legally permitted.

26 4.6 CITY shall give COUNTY at least thirty (30) days notice before
27 implementing any new fees or an amendment to existing fees. Notwithstanding this
28 Section 4.6, or any other provision of this MOU, CITY shall be solely responsible for

1 except for such entities that may be necessary to address service requirements that
2 cannot be addressed by annexation to CITY. CITY and COUNTY will support transition
3 agreements with current service providers which recognize the primary role of cities as
4 providers of urban services within urban services areas and where current service
5 providers of urban services have participated in service master planning.

6 4.11 Within the Selma-Kingsburg-Fowler Sanitation District's sphere of
7 influence and for the two mile area beyond that sphere of influence except where such
8 area is within Malaga County Water District's sphere of influence, COUNTY and CITY
9 agree that, in the early stages of preparation of land use and circulation proposals and
10 general plan amendments, they shall consult at the staff level in such fashion as to
11 provide meaningful participation in the policy formulation process, and shall likewise
12 consult on other policy changes which may have an impact on growth or the provision of
13 urban services. CITY shall also be given the opportunity to respond to COUNTY before
14 the final document is prepared for presentation to COUNTY's Planning Commission.
15 COUNTY agrees that it will solicit comments from CITY in the preparation of any Initial
16 Study required by the California Environmental Quality Act undertaken within the area.

17
18 ARTICLE V

19 IMPLEMENTATION OF SALES TAX

20 REVENUE COLLECTION

21 5.1 Pursuant to the Bradley Burns Uniform Local Sales and Use Tax Law,
22 Part 1.5, Division 2, of the Revenue and Taxation Code (commencing with Section
23 7200), CITY is, concurrent with the execution of this RESTATED MOU, amending its
24 local sales and use tax ordinance. This amendment shall be timely forwarded to the
25 State Board of Equalization so that it will become operative as of the first July 1
26 following the CITY reaching the threshold forth in subsections 5.2.1 and 5.2.2. This
27 amendment shall enable COUNTY, pursuant to its sales and use tax ordinance, to
28 collect a portion of the sales and use tax revenues generated within the incorporated

1 determining the amount of the fees and setting them in accordance with law. This
2 Section 4.6 shall not be construed as a representation by COUNTY as to the propriety
3 of the fees or the procedures used in setting them.

4 4.7 CITY shall hold harmless, defend and indemnify the COUNTY from all
5 claims, demands, litigation of any kind whatsoever arising from disputes relating to the
6 fees, the enactment of or the collection of CITY development fees.

7 4.8 If COUNTY adopts capital facilities fees, CITY shall require that an
8 applicant for any land use entitlement or permit within CITY shall pay all COUNTY
9 public facilities fees applicable to the entitlement or permit on behalf of the COUNTY.
10 At the COUNTY's request, CITY shall either timely impose and collect all such fees or
11 shall require the applicant to present a voucher issued by COUNTY evidencing the
12 payment of fees directly to COUNTY. If adopted by COUNTY, the fees are to mitigate
13 the impact of development on required COUNTY facilities and services including, but
14 not limited to, the criminal justice system, health, social services, parks, transportation
15 and library. CITY shall transfer the fees collected to COUNTY at the earliest time
16 legally permissible to do so. COUNTY may impose new fees and amend existing fees
17 from time to time in its sole discretion. COUNTY shall give CITY at least thirty (30) days
18 notice before implementing any new fees or an amendment to existing fees.
19 Notwithstanding this Section 4.8, or any other provision of this Restated MOU,
20 COUNTY shall be solely responsible for determining the amount of the fees and setting
21 them in accordance with law. This Section 4.8 shall not be construed as a
22 representation by CITY as to the propriety of the fees or the procedures used in setting
23 them.

24 4.9 COUNTY shall hold harmless, defend and indemnify the CITY from all
25 claims, demands, litigations of any kind whatsoever arising from disputes relating to the
26 enactment or collection of COUNTY capital facilities fees.

27 4.10 COUNTY shall support urban unification. To this end, COUNTY shall
28 oppose the creation of new governmental entities within CITY's sphere of influence,

1 areas of CITY in accordance with the applicable rate set forth on Exhibit 4", attached
2 hereto and incorporated by reference as if set forth fully at this point. The format of this
3 amendment by CITY to its local sales and use tax ordinance shall likewise provide as a
4 credit against the payment of taxes due under such ordinance, an amount equal to any
5 sales and use tax due to COUNTY.

6 5.2 Except as otherwise provided herein, CITY further agrees that the
7 amendment adopted pursuant to Section 5.1 above shall likewise provide for the
8 periodic reallocation of additional sales tax revenues generated within the incorporated
9 areas of CITY in accordance with the schedule set forth on Exhibit "4". Each
10 subsequent incremental adjustment shall go into effect at the commencement of the
11 fiscal year indicated. These periodic adjustments shall enable COUNTY, pursuant to its
12 sales and use tax ordinance, to collect that portion of the sales and use tax revenues
13 generated within the incorporated areas of CITY equal to the applicable percentage as
14 specified in Exhibit "4". These periodic adjustments shall automatically go into effect
15 provided that:

16 5.2.1 CITY receives sales tax revenues per capita in an amount greater
17 than fifty percent (50%) of the sales tax revenue per capita collected by all
18 Fresno County cities when taken as a group during the most recent fiscal
19 year for which State Board of Equalization information is available, then it
20 hereby agrees to reallocated sales tax revenues with COUNTY beginning
21 in fiscal year 2005-06 in accordance with the provisions of this article; and

22 5.2.2 CITY's annual sales tax revenue growth for the most recent fiscal
23 year for which sales tax revenue is available from the State Board of
24 Equalization allows City to reallocate sales tax revenue at the percentage
25 designated in Exhibit "4" and still have a net increase in its remaining
26 sales tax revenue when compared with the fiscal year immediately
27 preceding the fiscal year described above. The periodic phase in of sales
28 tax reallocation described herein shall be delayed from year-to-year if

1 CITY falls below the sales tax reallocation threshold as identified in
2 Section 5.2. In those years in which CITY does not meet the sales tax
3 reallocation threshold, CITY's sharing proportion shall continue at the
4 same rate as in the last year in which CITY met or exceeded the
5 threshold. When, in a subsequent year, CITY again meets or exceeds the
6 threshold, the sharing proportion of CITY shall be at the next higher
7 sharing proportion shown on Exhibit "4", and the annual phase-in shall
8 continue therefrom.

9 5.3 The sales tax ordinance amendments adopted by CITY pursuant to this
10 article are intended to reduce CITY's sales tax rate from its then-existing level to a level
11 which thereby enables COUNTY, pursuant to its sales tax ordinance, to continue
12 collecting those amounts set forth in the previous provisions of this article as well as the
13 applicable percentages set forth on Exhibit "4". In addition, each periodic adjustment is
14 intended by the parties to enable COUNTY to collect an amount equivalent to the
15 applicable percentage specified in Exhibit "4".

16 5.4 Whenever CITY proposes an annexation of unincorporated territory which
17 generates substantial sales tax revenue for COUNTY, CITY, agrees to further amend its
18 local sales and use tax ordinance as set for in this section. Notwithstanding the
19 language of subsections 5.2.1 and 5.2.2, this additional amendment shall become
20 operative no later than the commencement of the next calendar quarter following the
21 date upon which such annexation is certified as complete by the Executive Officer of
22 LAFCO. This additional amendment shall decrease CITY 's sales tax rate to yield an
23 amount of substantial sales tax revenue being collected by COUNTY in the area to be
24 annexed, thus enabling COUNTY to increase its sales tax rate by a corresponding
25 percentage which shall continue to accrue to COUNTY throughout the term of this
26 RESTATED MOU. Any such additional amendment made by CITY pursuant to this
27 section shall likewise preserve intact any periodic adjustments previously implemented
28 pursuant to this RESTATED MOU. Further, CITY agrees that it shall not split or

1 separate areas into smaller annexations for the purpose of, or having the effect of,
2 creating an annexation or annexations which, individually, do not generate substantial
3 sales tax revenue, but which would generate such revenue if combined. For purposes
4 of this article, the term "substantial sales tax revenue" shall be defined as sales tax
5 revenue derived from taxable sales in the area annexed equal to at least:

6 5.4.1 If only information for less than one fiscal year exists, then
7 \$100,000 in taxable sales in the most recent quarter for which such
8 information from the State Board of Equalization is available in writing or
9 electronic or magnetic media, and projected to a full four quarters, at least
10 \$400,000 in taxable sales.

11 5.4.2 If information for one or more years exist, then \$400,000 in taxable
12 sales in the most recent year for which such information from the State
13 Board of Equalization is available in writing or electronic or magnetic
14 media.

15 5.5 If CITY fails to amend its sales tax ordinance as provided in section 5.1, or
16 if the amendment to the sales tax ordinance fails to provide for the periodic reallocation
17 of additional sales tax revenues as provided in section 5.2, the subsections therein, and
18 Exhibit "4", or if CITY fails to further amend its sales tax ordinance upon the annexation
19 of unincorporated territory which generates substantial sales tax revenue for COUNTY
20 as provided in section 5.4, or if CITY splits or separates areas into smaller areas as
21 prohibited by section 5.4, then this RESTATED MOU shall immediately terminate and,
22 in particular, no property tax exchange agreement, as required by Section 99 of the
23 Revenue and Taxation Code, shall exist between CITY and COUNTY.

24 5.6 CITY and COUNTY further agree that the annual report of the State Board
25 of Equalization and the Department of Finance Annual Population Estimates shall be
26 used as the data source for the purpose of calculating the per capita sales tax revenue
27 pursuant to this RESTATED MOU.

28

1 parties shall take all actions necessary under Section 33401 of the Health and Safety
2 Code and other provisions of law to accomplish the purposes of this article. This
3 obligation includes a finding by AGENCY that any pass through of the property tax
4 increment to COUNTY and the Library District is necessary and appropriate to alleviate
5 any financial burden or detriment to COUNTY and the Library District caused by a
6 redevelopment project.

7 6.2 Notwithstanding Section 6.1, the parties recognize that certain
8 unincorporated areas surrounding CITY are unique because there are five residential
9 subdivision needing extensive public improvements for health and safety purposes
10 described in Exhibit 6, which is attached hereto and incorporated herein by this
11 reference, which in the future may be annexed into CITY and thereafter be placed in a
12 redevelopment project area.

13 If the areas described in Exhibit 6 are annexed by CITY and are included in a
14 proposed redevelopment project area, AGENCY may retain one hundred percent
15 (100%) of COUNTY's share of the property tax increment generated within the areas
16 described in Exhibit 6 for up to fifteen (15) years, provided that CITY and AGENCY use
17 the property tax increment generated in and area, and to address significant health and
18 safety issues, such as septic failures sewer, storm drainage, water, rehabilitation,
19 reconstruction, street, resurfacing or other improvements to benefit the existing
20 residential development users.

21 6.3 Understanding that the following remedies are available without statement
22 herein, but desiring that the parties be aware, if a redevelopment project is approved
23 without CITY and AGENCY fully complying with this article, then COUNTY's cumulative
24 remedies shall include, but not be limited to, the following:

25 6.3.1 COUNTY may, to the full extent provided by law, challenge the
26 validity of the redevelopment plan approved or adopted for a
27 redevelopment project and may exercise any and all other such remedies
28 it may have related to such redevelopment project. This subsection shall

1 not be construed to allow COUNTY to challenge a redevelopment plan
2 approved prior to the date of this RESTATED MOU, except as allowed by
3 law in the absence of this RESTATED MOU.

4 6.3.2 If CITY and AGENCY fail or refuse to negotiate with COUNTY or if
5 negotiations do not conclude in an agreement, and CITY and AGENCY
6 pass through to COUNTY and the Library District less than one hundred
7 percent (100%) of their respective shares of the property tax increment,
8 then this RESTATED MOU shall automatically terminate and, in particular,
9 no property tax exchange agreement, as required by Section 99 of the
10 Revenue and Taxation Code, shall exist between City and County.

11 6.3.3 COUNTY may maintain a court action for specific performance of
12 the provisions of this article, and for declaratory relief to settle disputes as
13 to CITY's or AGENCY's compliance with this article.

14 6.4 The provisions of this article shall apply only to Redevelopment Plans
15 adopted prior to January 1, 1994. For each redevelopment plan adopted prior to
16 January 1, 1994, but amended after January 1, 1994, to include new territory, Article VI
17 of the RESTATED MOU shall be inapplicable to the new added territory.

18 ARTICLE VII

19 COUNTY AND CITY ASSURANCES ON USE OF REVENUE

20 7.1 COUNTY recognizes that certain revenue reallocated to it by this
21 RESTATED MOU would otherwise have been appropriated by CITY to meet demands
22 for services. In light therefore, COUNTY agrees to use such new revenue in order to
23 maintain levels of COUNTY services that are supportive of CITY services, unless the
24 federal or state governments materially reduce the level of funding for such services.
25 Examples of such COUNTY services include: criminal justice system, public health,
26 and other similar services.

27 7.2 CITY agrees to continue enforcement of laws which result in the collection
28 of fines and forfeitures.

1 ARTICLE VIII

2 COOPERATIVE EFFORTS AT LEGISLATIVE REFORM

3 8.1 CITY and COUNTY agree to work jointly for state legislation and
4 appropriations that would improve the fiscal condition of both CITY and COUNTY.

5 ARTICLE IX

6 GENERAL PROVISIONS

7 9.1 Term of MOU

8 This RESTATED MOU shall commence as of the date of execution by COUNTY,
9 CITY and AGENCY and shall remain in effect for a period of fifteen (15) years, unless
10 terminated prior to that time by mutual agreement of the parties.

11 In addition, should all or any portion of this RESTATED MOU be declared invalid
12 or inoperative by a court of competent jurisdiction, or should any party to this
13 RESTATED MOU fail to perform any of its obligations hereunder, or should any party to
14 this RESTATED MOU take any action to frustrate the intentions of the parties as
15 expressed in this RESTATED MOU, then in such event, this entire RESTATED MOU,
16 as well as any ancillary documents entered into by the parties in order to fulfill the intent
17 of this RESTATED MOU, shall immediately be of no force and effect and, in particular,
18 no property tax exchange agreement, as required by Section 99 of the Revenue and
19 Taxation Code, shall exist between the CITY and COUNTY as to unincorporated
20 property.

21 9.2 Termination Due to Changes in Law

22 The purpose of this MOU is to alleviate in part the revenue shortfall experienced
23 by COUNTY which may result from CITY's annexation of revenue-producing or
24 potentially revenue-producing properties located within the unincorporated area of
25 COUNTY, and from CITY's and AGENCY's redevelopment projects. The purpose of
26 this RESTATED MOU is also to enable CITY to proceed with territorial expansion and
27 economic growth consistent with the terms of existing law as mutually understood by
28 the parties as well as to maximize each party's ability to deliver essential governmental

1 services. In entering into this RESTATED MOU, the parties mutually assume the
2 continuation of the existing statutory scheme for the distribution of available tax
3 revenues to local government and that assumption is a basic tenet of this RESTATED
4 MOU. Accordingly, it is mutually understood and agreed that this RESTATED MOU
5 may, by mutual agreement be terminated should changes occur in statutory law, court
6 decisions or state administrative interpretations which negate the basic tenets of this
7 RESTATED MOU.

8 9.3 Modification

9 This RESTATED MOU and all of the covenants and conditions set forth herein
10 may be modified or amended only by a writing duly authorized and executed by
11 COUNTY, CITY and AGENCY.

12 9.4 Enforcement

13 COUNTY, CITY and AGENCY each acknowledge that this instrument cannot
14 bind or limit themselves or each other or their future governing bodies in the exercise of
15 their discretionary legislative power. However, each binds itself that it will insofar as is
16 legally possible fully carry out the intent and purposes hereof, if necessary by
17 administrative action independent of ordinances, and that this RESTATED MOU may
18 be enforced by injunction to the extent allowed by law.

19 9.5 Entire MOU; Suppression

20 With respect to the subject matter hereof, this RESTATED MOU supersedes any
21 and all previous negotiations, proposals, commitments, writings, and understandings of
22 any nature whatsoever between COUNTY, CITY and AGENCY except as otherwise
23 provided herein. This RESTATED MOU does not supersede existing written
24 agreements among COUNTY, CITY and AGENCY pertaining to redevelopment
25 projects, as defined in this RESTATED MOU, trigger the application of article VI of this
26 RESTATED MOU.

27 9.7 Notice

28

1 All notices, requests, certifications or other correspondence required to be
2 provided by the parties to this RESTATED MOU shall be in writing and shall be
3 delivered by first class mail or an equal or better form of delivery to the respective
4 parties at the following addresses:

5	<u>COUNTY</u>	<u>CITY AND AGENCY</u>
6	County Administrative Officer	City Manager
7	County of Fresno	City of Selma
8	Hall of Records, Room 300	City Hall
9	2281 Tulare Street	1710 Tucker Street
10	Fresno, CA 93721	Selma, CA 93662

11 9.8 Renegotiation

12 If County enters into an MOU with another City that has terms and conditions
13 more favorable in the aggregate to that city than those terms and conditions contained
14 herein, COUNTY agrees that it will negotiate such terms and conditions upon written
15 request from CITY or AGENCY, with the intent of offering a more favorable agreement.
16 Negotiations shall conclude thirty (30) days from the date of receipt of notice by
17 COUNTY and, if agreement is tentatively reached during that period, the legislative
18 bodies of the parties shall approve any such amendment within thirty (30) days following
19 the date of the tentative agreement. COUNTY, CITY and AGENCY are not required to
20 reach agreement.

21 9.9 Notice of Breach

22 Prior to this RESTATED MOU being terminated as expressly provided in
23 Sections 5.5, 6.3.2 and 9.1, COUNTY shall provide notice to CITY and AGENCY of
24 such breach, and CITY and AGENCY shall comply with the terms and conditions of this
25 RESTATED MOU within thirty (30) days of receipt of notice. If CITY or AGENCY fail to
26 timely comply, this RESTATED MOU shall terminate as provided in sections 5.5, 6.3.2
27 and 9.1. During the thirty (30) day notice period and until CITY and AGENCY certify in
28 writing that they are in compliance and COUNTY agrees in writing, no property tax
exchange agreement, as required by Section 99 of the Revenue and Taxation Code,
shall exist between COUNTY and CITY with respect to any pending annexations.

1 Except as otherwise provided in this RESTATED MOU for a breach of its terms
2 and conditions, the parties may enforce this RESTATED MOU in a manner authorized
3 by law.

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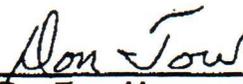
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IN WITNESS WHEREOF, the parties hereto have executed this RESTATED
MOU in the County of Fresno, State of California, on the dates set forth above.

COUNTY OF FRESNO; a Political
Subdivision of the State of California
("COUNTY")

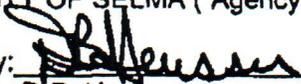
CITY OF SELMA, a Municipal
Corporation of the State of California
("CITY")

By: 
Bob Waterston, Chairman
Board of Supervisors

By: 
Don Tow, Mayor
City of SELMA

REDEVELOPMENT AGENCY OF THE
CITY OF SELMA ("Agency")

ATTEST:
Bernice E. Seidel,
Clerk to the Board of Supervisors

By: 
D-B. Heusser,
Executive Director

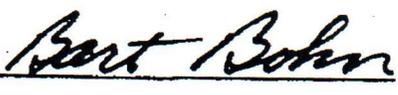
By: , Deputy

APPROVED AS TO LEGAL FORM:
^{Neal} Neil Costanzo, City Attorney
City of SELMA

REVIEWED AND RECOMMENDED
FOR APPROVAL
Bart Bohn, County Administrative Officer

By: 

ATTEST:

By: 

Melanie Carter,
Clerk to the City of SELMA

APPROVED AS TO LEGAL FORM:
Dennis Marshall, County Counsel

By: 

By: 

APPROVED AS TO ACCOUNTING FORM:
Auditor-Controller/Treasure-Tax Collector

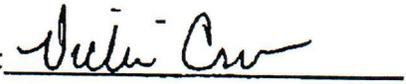
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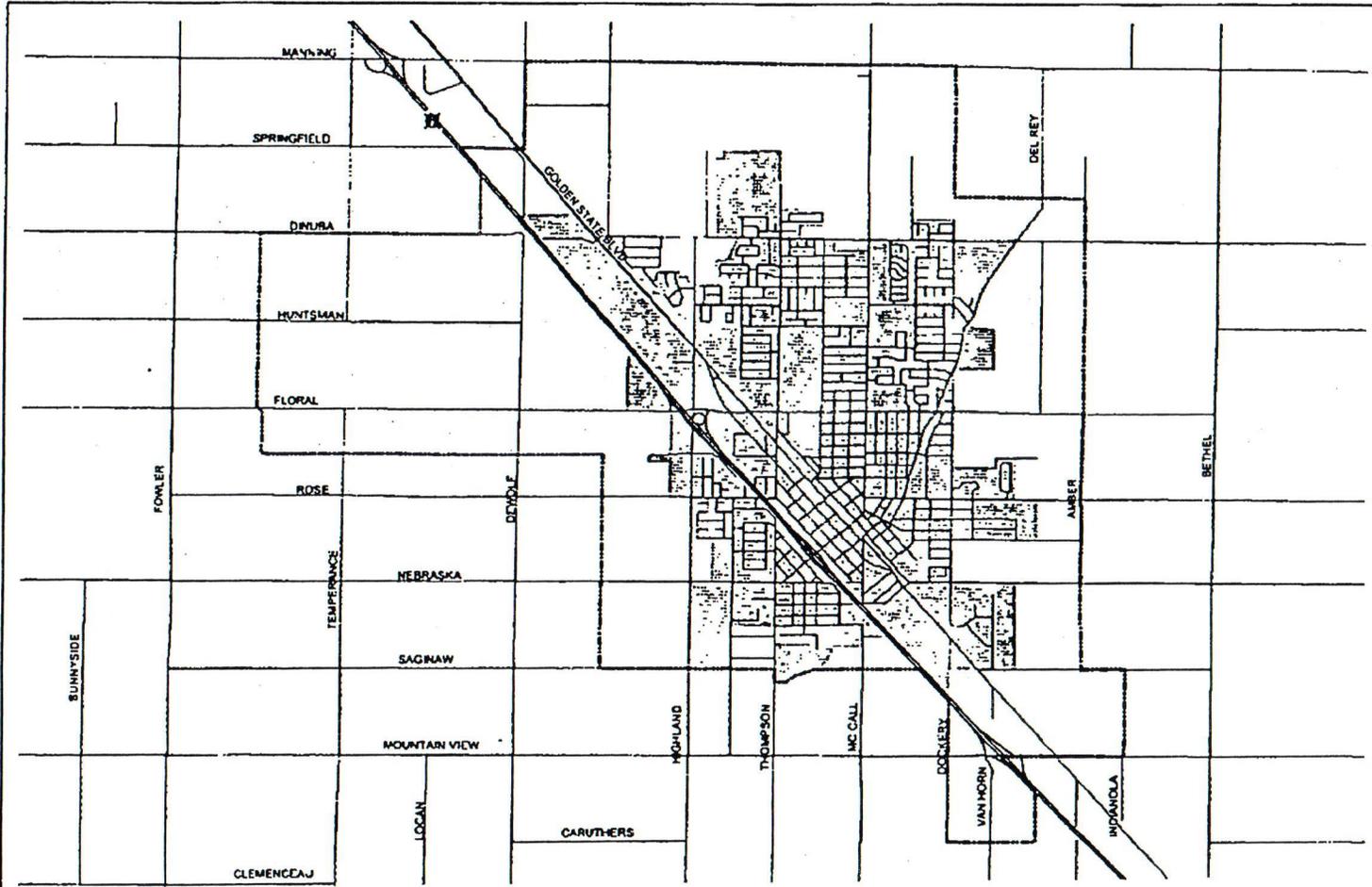
EXHIBIT 1
STANDARDS FOR ANNEXATION

- The proposal must be consistent with the adopted sphere of influence of the city and not conflict with the goals and policies of the Cortese-Knox-Hertzberg Act.
- The proposal must be consistent with city general and specific plans, including adopted goals and policies.
- Pursuant to CEQA, the proposal must mitigate any significant adverse effect on continuing agricultural operations on adjacent properties, to the extent reasonable and consistent with the applicable general and specific plan.
- A proposal for annexation is acceptable if one of the following conditions exist:
 1. There is existing substantial development provided the City confines its area requested to that area needed to include the substantial development and create logical boundaries.
 2. Development exists that requires urban services which can be provided by the City.
 3. If no development requiring urban services exists, at least 50% of the area proposed for annexation has:
 - (a) Approved tentative subdivision map (single-family residential)
 - (b) Approved site plan (for uses besides single-family residential)
- The proposal would not create islands. Boundaries must ultimately minimize creation of peninsulas and corridors, or other distortion of boundaries.

For any of the following circumstances a proposal for annexation is presumed to comply with all standards for annexation:

- The request for annexation is by a city for annexation of its own publicly-owned property for public use.
- The request for annexation is by a city in order to facilitate construction of public improvements or public facilities which otherwise could not be constructed.
- The request for annexation is to remove an unincorporated island or substantially surrounded area.
- The request for annexation is for an industrial or regional commercial project for which a development application has been made and no significant adverse environmental impact will result that cannot be mitigated or overridden by a necessary public purpose. Condition(s) assuring the financing or completion of necessary development infrastructure before completion of annexation shall be made a part of the proposal.
- The annexation is intended to mitigate or otherwise comply with standards/conditions required by another agency with respect to another development annexation.

20-Oct-05



**CITY OF
SELMA**

Adopted: June 24, 1974
 Updated: December 1, 2004
 Map Date: August 2006



Legend

-  Sphere of Influence
-  City Limits

**FRESNO LOCAL AGENCY FORMATION COMMISSION
 CITY OF SELMA SPHERE OF INFLUENCE**

City Date (8/05)

Note: Areas are digitized acreages and do not reflect actual legal values.

Sphere Area 8,282 Acres
City Area 3,152 Acres

EXHIBIT 3

SELMA

Effective July 1, 2007, the property tax-sharing ratios shall be as follows:

County	City	Effective Date:
62.0%	38.0%	July 1, 2007
62.0%	38.0%	July 1, 2008
62.0%	38.0%	July 1, 2009
62.0%	38.0%	July 1, 2010
62.0%	38.0%	July 1, 2011
62.0%	38.0%	July 1, 2012
62.0%	38.0%	July 1, 2013
62.0%	38.0%	July 1, 2014
62.0%	38.0%	July 1, 2015
62.0%	38.0%	July 1, 2016
62.0%	38.0%	July 1, 2017
62.0%	38.0%	July 1, 2018
62.0%	38.0%	July 1, 2019
62.0%	38.0%	July 1, 2020
62.0%	38.0%	July 1, 2021

EXHIBIT 4
SELMA

SALES TAX REVENUE
SHARING PROPORTION

YEAR	CITY
1	5%
2	5%
3	5%
4	5%
5	5%
6	5%
7	5%
8	5%
9	5%
10	5%
11	5%
12	5%
13	5%
14	5%
15	5%

SALES TAX REVENUE ALLOCATION APPLICATION 2004-2005

EXHIBIT 5

TABLE 1: SALES TAX REVENUE ALLOCATION APPLICATION FY 2004-05 DATA

2004-05 DATA

CITY	SALES TAX REVENUE 2003-2004	POPULATION JANUARY 1 2004	PER CAPITA SALES TAX REVENUE 2003-2004	SALES TAX REVENUE 2004-2005	POPULATION JANUARY 1 2005	PER CAPITA SALES TAX REVENUE 2004-2005	MEETS 50% CRITERIA 2003-2004	MEETS 50% CRITERIA 2004-2005	GROWTH OVER 1/2%	SALES TAX REVENUE GROWTH	Growth difference
	A	B	C	D	E	F	G	H	I	J	
CLOVIS	\$11,880,894	80,884	\$146.89	\$ 10,426,302.00	86,015	\$121.21	A	A	NO	-12%	(1,454,592.00)
COALINGA (1)	\$757,100	11,780	\$64.27	\$ 613,410.00	12,176	\$50.38	A	B	NO	-19%	(143,690.00)
FIREBAUGH	\$560,376	6,585	\$85.10	\$ 445,141.00	6,741	\$66.03	A	A	NO	-21%	(115,235.00)
FOWLER	\$839,660	4,600	\$182.53	\$ 787,391.00	4,729	\$166.50	A	A	NO	-6%	(52,269.00)
FRESNO	\$61,848,563	458,143	\$135.59	\$ 53,255,186.00	464,727	\$114.59	A	A	NO	-14%	(8,593,377.00)
HURON	\$147,496	8,969	\$21.16	\$ 123,635.00	7,016	\$17.62	B	B	NO	-16%	(23,861.00)
KERMAN	\$624,057	10,666	\$58.51	\$ 581,429.00	11,455	\$50.76	B	B	NO	-7%	(42,628.00)
KINGSBURG	\$654,516	11,157	\$58.66	\$ 528,617.00	11,237	\$47.04	B	B	NO	-19%	(125,899.00)
MENDOTA	\$342,470	8,656	\$39.56	\$ 317,768.00	8,739	\$36.36	B	B	NO	-7%	(24,702.00)
ORANGE COVE	\$136,415	9,255	\$14.74	\$ 104,013.00	9,297	\$11.19	B	B	NO	-24%	(32,402.00)
PARLIER	\$293,951	12,262	\$23.97	\$ 197,145.00	12,709	\$15.51	B	B	NO	-33%	(96,806.00)
REEDLEY	\$1,308,719	21,753	\$60.16	\$ 1,136,621.00	22,599	\$50.30	B	B	NO	-13%	(172,098.00)
SANGER	\$1,513,208	20,520	\$73.74	\$ 1,380,964.00	22,105	\$62.47	A	A	NO	-9%	(132,244.00)
SAN JOAQUIN	\$126,836	3,569	\$35.54	\$ 122,235.00	3,623	\$33.74	B	B	NO	-4%	(4,601.00)
SELMA	\$4,096,095	21,781	\$188.06	\$ 3,218,510.00	22,411	\$143.61	A	A	NO	-21%	(877,585.00)
SALES TAX REVENUE											
TOTAL ALL CITIES	\$85,130,356	686,580		\$ 73,238,387.00	705,579						
PER CAPITA ALL CITIES			\$123.99			\$103.80					
50% MINIMUM			\$62.00			\$51.90					
UNINCORPORATED POPULATION (1)		172,975			176,062						
TOTAL COUNTY POPULATION		859,555			862,642						

SALES TAX REVENUES: COLUMNS A & D. SOURCE: STATE BOARD OF EQUALIZATION ANNUAL REPORT STATISTICAL APPENDIX; FISCAL YEAR DATA AVAILABLE IN JANUARY OF NEXT CALENDAR YEAR.

POPULATION DATA: COLUMNS B & E. SOURCE: SOURCE STATE DEPARTMENT OF FINANCE JANUARY 1, POPULATION ESTIMATES; AVAILABLE IN MAY OF THAT CALENDAR YEAR.

PER CAPITA SALES TAX ALL CITIES (FY 1996) SUM COLUMNS A & B. THEN DIVIDE THE COLUMN A SUMMED TOTAL BY THE COLUMN B SUMMED TOTAL. THE RESULT IS LISTED IN COLUMN C AS "PER CAPITA CITIES".

PER CAPITA SALES TAX ALL CITIES (FY 1997) SUM COLUMNS D & E. THEN DIVIDE THE COLUMN D SUMMED TOTAL BY THE COLUMN E SUMMED TOTAL. THE RESULT IS LISTED IN COLUMN F AS "PER CAPITA CITIES".

50% MINIMUM CRITERIA: THE PREVIOUS CALCULATIONS ARE DIVIDED BY 2. THEN A COMPARISON OF THIS NUMBER WITH THE NUMBERS IN COLUMNS C & F IS MADE. THE RESULTS ARE REFLECTED IN COLUMNS G & H. "A" MEANS ABOVE, "B" BELOW THE CRITERIA.

SALES TAX REVENUE GROWTH: COLUMN J. COMPUTE PERCENTAGE GROWTH OF SALES TAX REVENUE: CHANGE IN SALES TAX REVENUE IN COLUMN D COMPARED TO COLUMN A.

GROWTH CRITERIA: IF THE SALES TAX REVENUES OF THE CITY GREW BY AT LEAST 1/2%. THE RESULTS ARE REFLECTED IN COLUMN "I" WITH A "YES".

(1) COALINGA & UNINCORPORATED YEAR 2003 and 2004 POPULATION ADJUSTED PER AGREEMENT DATED MARCH 23, 1999, SECTION 6. Population data for the adjustment provided by Council of Fresno County Governments.

REVISED

EXHIBIT 6

AREA 1

Those parcels within the area bounded by East Rose Street on the north; South Mitchell Avenue and the South Mitchell Avenue Alignment projected on the west; Evergreen Street on the South; and State Highway 99 on the East.

AREA 2

Those parcels fronting on the west side of South Mitchell Avenue; north of the projected alignment of Valley View Avenue, and no more than 1,050 feet north of the centerline of the projected alignment of Valley View Avenue.

AREA 3

Those parcels within the area bounded by East Dinuba Avenue on the north; South Leonard Avenue and Weber Avenue on the west; East Cortley Avenue on the south; and South Fancher Avenue on the east.

Those parcels less than 120 feet in depth fronting on the west side of South Leonard Avenue between East Dinuba Avenue and Weber Avenue.

AREA 4

Those parcels fronting on the south side of East Dinuba Avenue between South Fancher Avenue and South Highland Avenue.

The eastern 250 feet of those parcels fronting on the west side of South Highland Avenue between East Dinuba Avenue on the north; and the projected alignment of Huntsman Avenue on the south.

The western 150 feet of those parcels fronting on the east side of South Highland Avenue between East Dinuba Avenue on the north and the Selma City limits on the south.

The northern 237 feet of those parcels fronting on the south side of East Dinuba Avenue, east of South Highland Avenue and no more that 1,030 feet east of the centerline of South Highland Avenue.

AREA 5

Those parcels within the area bounded by South Highland Avenue on the west, the projected alignment of East Springfield Avenue on the north; South Shaft Avenue on the east, and East Dinuba Avenue on the south.

Those parcels no more that 300 feet east of South Shaft Avenue between the projected alignment of East Springfield Avenue on the north and East Dinuba Avenue on the south.

ITEM NO: 11.

SUBJECT: Consideration of a Resolution Approving Reimbursement Agreement for Sewer Improvements for the Amberwood Specific Plan Zone of Benefit

BACKGROUND:

In 2021, the City Council gave direction to City staff to pursue funding for sewer improvements to support residential and commercial growth and development throughout the City. The City Council also directed staff to negotiate reimbursement agreements with two of the major property owners along Dinuba Ave (Raven Family) and in the Amberwood Specific Plan Area (Serimian Family / BAK Limited, LLC) east of Dockery Ave and north of Floral Ave.

The purpose of the reimbursement agreements would be to secure development and repayment commitments from these property owners who would be primary beneficiaries of the public improvements being funded by the City.

DISCUSSION:

The attached Reimbursement Agreement with the Serimian Family (BAK Limited, LLC), owners of the property currently designated as the Amberwood Specific Plan area, lays out a 6-year timeline for the property owners to either develop the property as detailed in the Specific Plan and corresponding recorded Tract Maps, or pay the City a minimum annual amount as reimbursement to the City for installing the sewer trunk line.

Details of the agreement are as follows:

- **6-year term**, during which City must install sewer line and developer must commence and complete residential project (Phase 1), or fully reimburse the City for fair-share of sewer improvement costs.
- Total Estimated Sewer Improvement Costs are **\$5,394,186**, though the final amount will be based on actual bids received at such time the project is ready for construction.
- Residential development within the zone of benefit will be responsible for **92.60%** of the total sewer improvement costs.
- The amount of new housing units potentially built as a result of the Amberwood sewer improvements will range between 2,463 and 4,602 units, though this

reimbursement agreement is based on a median estimated amount of **3,533 equivalent single family residences (ESFRs)**

- City must commence construction of sewer improvements within **6 months** of obtaining full funding for the project
- Developer must commence construction of residential development project **within 12 months** of obtaining full planning entitlements.

All other property owners within the Zone of Benefit who do not have a Reimbursement Agreement in place after the sewer improvements are completed will be subject to the adopted Development Impact Fees applicable at the time building permits are issued for any new projects. The City is currently undergoing a Development Impact Fee Schedule update which will include the cost of both the Amberwood and Dinuba sewer improvements, among others.

A reimbursement agreement with the Raven Family is also currently being negotiated to address the Dinuba Ave sewer improvement costs. Securing these agreements will be critical to obtaining the required funding to move forward with construction of the improvements. Construction plans are essentially complete for the both sewer projects and staff anticipates being ready to bid out the projects as soon as funding is secured (project by the end of the current fiscal year).

Fiscal Impact:

There is no fiscal impact as a result of this action, though the sewer financing impacts are being analyzed and presented to Council at the time the funding is ready to be secured.

RECOMMENDATION: Approve the attached Resolution approving a Reimbursement Agreement with BAK Limited, LLC

_____/s/_____
Fernando Santillan, City Manager

April 12, 2023
Date

Attachments:

- Resolution Approving and Authorizing Agreement
- Reimbursement Agreement and Exhibits

RESOLUTION NO. 2023-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA APPROVING A REIMBURSEMENT AGREEMENT FOR SEWER
IMPROVEMENT WITH BAK LIMITED, LLC FOR THE AMBERWOOD SPECIFIC
PLAN ZONE OF BENEFIT**

WHEREAS, the City Council wishes to pursue sewer infrastructure funding to support residential and commercial development; and

WHEREAS, the City seeks to obtain commitment from major property owners and developers to fund sewer improvements; and

WHEREAS, the construction of the Amberwood sewer trunk line is estimated to support 3,533 equivalent residential units to be developed by the property owner, further supporting residential growth in the City of Selma;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Selma hereby finds, determines, and declares the following:

1. The above recitals are true and correct;
2. The City Council hereby approves the Reimbursement Agreement with BAK Limited, LLC, and authorizes City Manager to execute the Agreement.
3. **Section 3. Severability.** The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.
4. **Section 4. Effective Date.** That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Selma held on the 17th day of April 2023 by the following vote:

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

Scott Robertson
Mayor

ATTEST:

Reyna Rivera, City Clerk

**REIMBURSEMENT AGREEMENT
BETWEEN CITY OF SELMA AND BAK LIMITED, LLC (“DEVELOPER”)
FOR SEWER INFRASTRUCTURE IMPROVEMENTS**

This Reimbursement Agreement (the “Agreement”) is made and entered into on April 18, 2023 (“Effective Date”) by and between the CITY OF SELMA, a municipal corporation (“CITY”) and BAK LIMITED, LLC, a California Limited Liability Company, (“DEVELOPER”) the owner of real property within the City of Selma generally referred to as the Amberwood Specific Plan Area. CITY and DEVELOPER may be referred to herein as a “Party” and collectively as the “Parties.” In consideration of the mutual covenants and agreements contained in this Agreement, CITY and DEVELOPER agree as follows:

1. Recitals. This Agreement is made with respect to the following facts and for the following purposes, each of which is acknowledged as true and correct by the parties. The following recitals are also incorporated into this Agreement:
 - 1.1. CITY intends to construct sewer infrastructure improvements (“SEWER IMPROVEMENTS”) in Selma, California in the area of Dinuba Avenue, between Golden State Boulevard and Orange Avenue/Mill Ditch Avenue and as reflected in the attached Exhibit A, which is incorporated herein by reference, and DEVELOPER is planning and committing to construct a new residential development (“RESIDENTIAL PROJECT”) in the area of Dinuba Avenue, approximately between Shaft Avenue and Thompson Avenue, the legal description for which is attached hereto as Exhibit B and is incorporated herein by reference.
 - 1.2. DEVELOPER and its RESIDENTIAL PROJECT shall directly benefit from the CITY’s financing and construction of the SEWER IMPROVEMENTS as shall any future developers proximate to the SEWER IMPROVEMENTS.
 - 1.3. Subject to the terms and conditions of this Agreement, DEVELOPER agrees to reimburse the CITY for its fair share costs of the SEWER IMPROVEMENTS, which the Parties agree are roughly proportional to the public impact of the RESIDENTIAL PROJECT. DEVELOPER’s proportional share shall include the cost of financing, constructing, procurement of contractor(s), contract administration, inspection costs, and all other costs reasonably associated with the construction of said improvements (“DEVELOPER’s REIMBURSEMENT”).
 - 1.4. DEVELOPER voluntarily commits and agrees to commence and complete construction of its RESIDENTIAL PROJECT under the terms and conditions of the dates set forth in this Agreement and as reflected on Exhibit C.
 - 1.5. The Parties acknowledge that there is a reasonable relationship between the fair share payments, the need for and the cost of CITY’s construction of the

SEWER IMPROVEMENTS and the benefit which DEVELOPER shall derive from the SEWER IMPROVEMENTS.

- 1.6. To the extent that any of the conditions of this Agreement constitute monetary or property exactions that are subject to *Nollan v. California Coastal Comm'n*, 483 U.S. 825 (1987), and *Dolan v. City of Tigard*, 512 U.S. 374 (1994), DEVELOPER, DEVELOPER and its successors and assigns (a) agree that there is a nexus and rough proportionality between such conditions and the impacts of this project/development, and (b) waives any claims based on such conditions.
- 1.7. The Parties acknowledge that this Agreement shall operate as a lien and encumbrance on the property being developed by DEVELOPER.
2. Term. This Agreement, and the obligations herein, shall commence on the Effective Date and shall terminate upon the full satisfaction of the Parties' obligations hereunder.
3. Definitions.
 - 3.1. "Initial Period" means that period of time commencing on the Effective Date and terminating on CITY's award of a construction contract for the SEWER IMPROVEMENTS, during which CITY may permanently forego or cease construction of the SEWER IMPROVEMENTS and notify DEVELOPER thereof.
 - 3.2. "SEWER IMPROVEMENTS" are more particularly described in attached Exhibit D, which is incorporated herein by reference.
4. CITY Duties.
 - 4.1. Construction and Maintenance of Sewer Infrastructure Improvements.
 - a) CITY and its contractors shall construct and maintain all the SEWER IMPROVEMENTS in accordance with this Agreement. The Parties agree that DEVELOPER shall have no obligation to construct or maintain the SEWER IMPROVEMENTS, including in the event that CITY fails to construct or complete the SEWER IMPROVEMENTS; provided however, if CITY does not construct or complete the SEWER IMPROVEMENTS, DEVELOPER will be solely responsible for construction of alternative sewer improvements required for the RESIDENTIAL PROJECT, and DEVELOPER shall be responsible for promptly repairing the SEWER IMPROVEMENTS if DEVELOPER or a contractor of DEVELOPER damages the SEWER IMPROVEMENTS.

b) If this Agreement is not terminated in accordance with the terms contained herein, CITY agrees that it shall complete construction of the SEWER IMPROVEMENTS according to the schedule and milestones set forth in Exhibit C.

4.2. Warranties on Construction of SEWER IMPROVEMENTS. CITY and its contractors shall perform all work required to construct the SEWER IMPROVEMENTS under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CITY represents that it or its contractors shall be skilled in the professional calling necessary to perform the work. CITY warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work associated with the construction of the SEWER IMPROVEMENTS, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required for the construction of the SEWER IMPROVEMENTS, and that such licenses, permits, qualifications and approvals shall be maintained until completion of such work. CITY shall not be required to monitor maintenance of licenses, permits, qualifications and approvals for contractors hired to construct SEWER IMPROVEMENTS following CITY's approval and acceptance of the improvements.

4.3. CITY's Use of DEVELOPER's Reimbursement Payments. CITY commits to comply with the Mitigation Fee Act (Government Code §§ 66000-66025) in the use of all of DEVELOPER's Reimbursement payments. CITY shall provide proof to DEVELOPER that payments received from DEVELOPER are being used to pay the financing for the SEWER IMPROVEMENTS.

4.4. Concurrent Entitlement Processing. CITY agrees, whenever possible as determined by CITY in its sole discretion, to process concurrently all land use entitlements for the RESIDENTIAL PROJECT so long as the application for such entitlements are "deemed complete" in compliance with the requirements of Chapter 4.5 Review and approval of Development Projects (Permit Streamlining Act) of the California Government Code.

5. DEVELOPER Duties.

5.1. Commencement and Completion of Construction. Residential units are needed to meet the demands of CITY's residents. As a result, DEVELOPER agrees to commence and complete the RESIDENTIAL PROJECT according to the dates and milestones reflected in the attached Exhibit F, which is incorporated herein by reference.

5.2. DEVELOPER to Pay CITY Sewer Infrastructure Fair Share Payments.

- a) DEVELOPER expressly agrees that its payment of DEVELOPER'S REIMBURSEMENT to CITY is based strictly on the terms and conditions of this Agreement.
- b) DEVELOPER's proportionate share contributions are non-refundable.
- c) CITY shall not be entitled to DEVELOPER's REIMBURSEMENT if the SEWER IMPROVEMENTS contemplated herein are not constructed by CITY or its agents, employees, or contractors.

5.3. Payment of Development Impact Fees. This Agreement shall not relieve DEVELOPER from the obligation to pay CITY's then-current development impact fees associated with the RESIDENTIAL PROJECT, including sanitary sewer impact fees for improvements that are outside of the scope of this Agreement. If DEVELOPER pays all amounts identified in this Agreement, DEVELOPER will not be required to pay the portion of CITY's sanitary sewer impact fees associated with the SEWER IMPROVEMENTS.

6. Calculation and Amount of DEVELOPER's Reimbursement to CITY.

6.1. The estimated total SEWER IMPROVEMENT costs ("SEWER IMPROVEMENT COSTS") are Five Million Three Hundred Ninety Four Thousand One Hundred Eighty Six Dollars (\$5,394,186) (per bid received by DEVELOPER dated 1/6/2023) and final SEWER IMPROVEMENT COSTS shall be determined at the time CITY executes a construction contract ("SEWER CONSTRUCTION CONTRACT") with the low responsible bidder for the SEWER IMPROVEMENTS. CITY will notify DEVELOPER in writing of the final SEWER IMPROVEMENT COSTS within fifteen (15) calendar days of CITY's execution of the SEWER CONSTRUCTION CONTRACT.

6.2. DEVELOPER'S REIMBURSEMENT shall be based on the number of units which DEVELOPER intends to develop, as indicated in Exhibit B, within the Zone of Benefit ("ZOB") as indicated in the attached Exhibit G. The fair-share cost associated with each unit that DEVELOPER builds, as indicated in Exhibit B, shall be based on the median residential estimated density of the entirety of the ZOB, as indicated in the ZOB parcel list, attached hereto as Exhibit G. Utilizing the median density projection, three thousand, five hundred thirty-three (3,533) residential units will be constructed within the ZOB's boundaries. The residential units within the ZOB shall, collectively, be responsible for ninety-two and 60/100 percent (92.60%) of the total SEWER IMPROVEMENT COSTS. Each residential unit within DEVELOPER'S RESIDENTIAL PROJECT shall be charged as one "ESFR", or Equivalent Single Family Residential" unit, for purposes of calculating the impact to sewer line capacity. DEVELOPER'S REIMBURSEMENT per residential unit

constructed in the RESIDENTIAL PROJECT shall be calculated by dividing the final SEWER IMPROVEMENT COSTS allocated to residential development within the ZOB by three thousand, five hundred thirty-three (3,533) units. Interest shall accrue on DEVELOPER's fair share of the final SEWER IMPROVEMENT COSTS at the rate of five percent (5%) per annum, with interest beginning to accrue on the date of CITY's final acceptance of the SEWER IMPROVEMENTS.

7. Payment Schedule and Procedures.

- 7.1. DEVELOPER will pay a portion of its fair share of SEWER IMPROVEMENT COSTS with each building permit that DEVELOPER pulls for a residential unit in the RESIDENTIAL PROJECT. After the end of each CITY fiscal year during the payment period, CITY will review the total amount paid by DEVELOPER during the preceding fiscal year. Should the total amount paid by DEVELOPER during the preceding fiscal year be less than sixteen and 67/100 percent (16.67%) of the DEVELOPER'S REIMBURSEMENT plus accrued interest, CITY shall invoice DEVELOPER for the difference, and payment shall be due in full within thirty (30) calendar days of the date of the invoice; any amount not paid during such (30) calendar day period shall accrue interest at the rate of ten percent (10%) per annum. For purposes of payment of DEVELOPER'S REIMBURSEMENT, the first (1st) payment year shall commence on the date that CITY finally accepts the SEWER IMPROVEMENTS and shall end on the last day of CITY's then-current fiscal year. Subsequent payment years shall coincide with the start and end of CITY'S fiscal years.
- 7.2. Except as otherwise provided herein, DEVELOPER will pay its fair share of SEWER IMPROVEMENT COSTS in full by the end of the sixth (6th) payment year. Any amount, including accrued interest, owing hereunder that has not been paid shall be immediately due in full at such time.
- 7.3. DEVELOPER may prepay any portion of DEVELOPER'S REIMBURSEMENT at its sole discretion; voluntary prepayments shall be in addition to payments made by DEVELOPER at the time building permits are pulled. A prepayment will not result in a re-amortization of DEVELOPER'S REIMBURSEMENT.
- 7.4. Since CITY is in need of new residential units to meet the demand of its residents, if DEVELOPER fails to satisfy the construction commencement deadline or the construction completion deadline identified in Exhibit C, the entire unpaid balance of DEVELOPER'S REIMBURSEMENT amount and accrued interest shall be due and payable by DEVELOPER to CITY. CITY shall invoice DEVELOPER for the amount due, and payment shall be due in full within thirty (30) calendar days of the date of the invoice; any amount not paid during such (30) calendar day period shall accrue interest at the rate of

ten percent (10%) per annum. This Section 7.4 shall not be subject to the force majeure provisions set forth hereinbelow.

8. Notices. Except as otherwise expressly provided herein, any notice, consent, authorization or other communication to be given hereunder shall be in writing and shall be deemed duly given and received when delivered personally, one (1) business day after being deposited for next-day delivery with a nationally recognized overnight delivery service, or three (3) business days after being mailed by registered or certified mail (with return receipt requested), and addressed as follows:

City Manager
CITY OF SELMA
1710 Tucker St.
Selma, CA 93662

DEVELOPER
(Address)

9. Amendment or Termination of Agreement.

- 9.1. This Agreement may be terminated or amended at any time upon written mutual agreement of the Parties in accordance with their respective legal requirements for such action which may include approval by the Selma City Council.
- 9.2. At any time during the Initial Period, CITY shall have the unilateral right to permanently cease development of the SEWER IMPROVEMENTS for any reason determined by CITY in its sole discretion. Furthermore, CITY may terminate this Agreement should the financing that CITY intends to fund the construction of the SEWER IMPROVEMENTS be offered on terms deemed unacceptable by CITY or denied or revoked by the agency providing the funding. If CITY gives DEVELOPER notice of such determination, this Agreement shall terminate effective as of the delivery of such notice without any further liability of the Parties to each other with respect to the SEWER IMPROVEMENTS, the RESIDENTIAL PROJECT, DEVELOPER's REIMBURSEMENT, provided that the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of the notice.

10. DEVELOPER's Default

- 10.1. In the event that DEVELOPER defaults on any of its obligations hereunder, CITY may: (i) enforce immediate and full compliance with all requirements of any CITY-approved tract maps associated with DEVELOPER's RESIDENTIAL PROJECT; and (ii) after notice of default is given to

DEVELOPER and an opportunity to cure has occurred in accordance with Section 12 below, CITY shall have the remedies identified in Section 12 below and may accelerate payment and require all unpaid amounts, including, without limitation, the unpaid portion of DEVELOPER'S REIMBURSEMENT, be immediately due and payable by DEVELOPER.

10.2. DEVELOPER shall be in default of this Agreement if it practices, or attempts to practice, any fraud or deceit upon CITY; or willfully violates any order, ruling or decision of any regulatory or judicial body having jurisdiction over the Property or the RESIDENTIAL PROJECT, provided that DEVELOPER may contest any such order, ruling or decision by appropriate proceedings conducted in good faith, in which event no breach of this Agreement shall be deemed to have occurred unless and until there is a final adjudication adverse to DEVELOPER.

11. CITY's Default. In the event that of CITY's default, DEVELOPER shall have the rights and remedies described in Section 12 below.

12. Default and Remedies

12.1. Any failure of a Party to perform any of its covenants or obligations under this Agreement which is not cured by the breaching Party within thirty (30) calendar days after receipt of written notice thereof from the non-breaching Party shall constitute a default ("Event of Default") under this Agreement; provided however, if a non-monetary breach cannot be reasonably cured during such thirty (30) calendar period, an Event of Default shall not be deemed to have occurred if the breaching Party commences the cure within the required cure period and thereafter diligently prosecutes such cure to completion.

12.2. Upon any Event of Default, the non-defaulting Party shall have the right to terminate this Agreement and shall have any and all rights and remedies available at law or in equity, including without limitation, the right to demand and have specific performance and, except as otherwise provided herein, the right to actual damages (subject to proof). Except as otherwise provided herein and subject to the limitations herein, the rights and remedies of the Parties under this Agreement shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other available right or remedy.

12.3. CITY's right to accelerate DEVELOPER's payment obligations is in addition to the remedy of termination, and CITY may pursue any and all of its remedies, cumulatively and collectively, in the Event of Default by DEVELOPER.

13. Indemnification. DEVELOPER agrees to protect, defend, and hold harmless the CITY, its elected and appointed officers and officials, directors, agents, employees, consultants, contractors and representatives, and each of them (each, "CITY Indemnitee" and collectively, "CITY Indemnitees") from and against any and all claims, demands, losses (including, but not limited to, diminution in value), liabilities, damages, costs and expenses (including reasonable attorneys' fees and costs, and fees of consultants and experts, and related costs of any CITY Indemnitee) (collectively, "Losses") arising out of or in connection with the performance, or lack thereof, of DEVELOPER's duties under this Agreement.
14. Limitation of Liability.
- 14.1. CITY shall have no liability to DEVELOPER if CITY exercises its right to terminate this Agreement or any other right that CITY may have hereunder or in law or equity.
- 14.2. In no event shall either Party be liable for any indirect, incidental, punitive, special or consequential damages, including loss of profits, revenue, or use, incurred by either Party or any third party, whether in an action in contract or tort, even if the other Party or any other person has been advised of the possibility of such damages.
15. Assignment. Neither party shall assign or transfer any of its rights, interests or obligations under this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.
16. Severability. In the event any one (1) or more of the provisions of the Agreement shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remaining provisions of the Agreement shall remain in effect and the Agreement shall be read as though the offending provision had not been written or as the provision shall be determined by such court to be read.
17. Integration. All exhibits referenced herein are hereby incorporated by reference. This Agreement, including any attachments incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the term(s) and condition(s) of this Agreement between Parties and it supersedes all prior representations, understandings, and communications between the Parties relating to the subject matter of this Agreement.
18. Governing Law And Venue. This Agreement is made under, shall be governed by and construed in accordance with the laws of the State of California. Any legal actions shall be exclusively filed and heard in the Superior Court for the County of Fresno.
19. Construction. This Agreement has been reviewed by legal counsel for both the DEVELOPER and the CITY and no presumption or rule that ambiguities shall be

construed against the drafting party shall apply to the interpretation or enforcement of the Agreement.

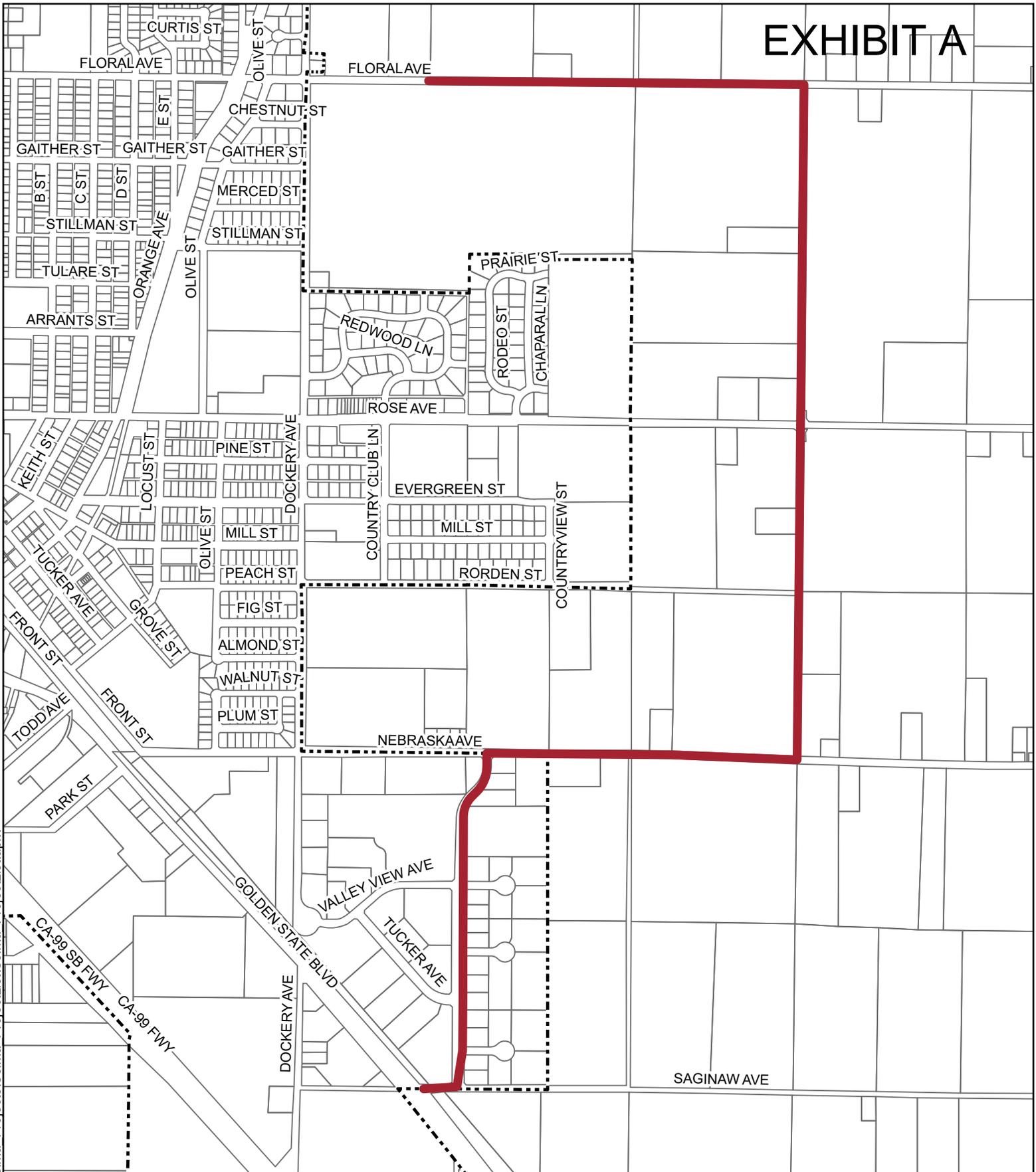
20. Further Assurances. Each party covenants, on behalf of itself and its successors and assigns, to take all actions and do all things, and to execute, with acknowledgment or affidavit if required, any and all documents, instruments and writings as may be necessary or proper to achieve the purposes and objectives of the Agreement.
21. Attorney's Fees. If any dispute arises between the Parties concerning the meaning or interpretation of any provision of this Agreement, the Party not prevailing in such dispute, shall pay any and all reasonable costs and expenses incurred by the other Party on account of such default or in enforcing or establishing its rights under this Agreement, including court costs and reasonable attorneys' fees and costs. Any such attorneys' fees and costs incurred by either Party in enforcing a judgment in its favor under this Agreement shall be recoverable separately from and in addition to any other amount included in such judgment, and such attorneys' fees and costs obligation is not to be merged into any such judgment.
22. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but any number of which, taken together, shall constitute one and the same instrument.
23. Force Majeure. Should the performance of any act required by this Agreement to be performed be prevented or delayed by reason of an act of God, strike, lockout, labor troubles, inability to secure materials, restrictive governmental laws or regulations, or any other cause except financial inability not the fault of the Party required to perform the act, the time for performance of the act will be extended for a period equivalent to the period of delay and performance of the act during the period of delay will be excused; provided however, that nothing contained in this section shall excuse the prompt payment by DEVELOPER as required by this Agreement.
24. Recording. This Agreement shall run with the land on which the RESIDENTIAL PROJECT shall be developed. This Agreement or a memorandum thereof will be recorded against such property. City shall cause the recorded document to be removed from the property's chain of title upon DEVELOPER's satisfaction of DEVELOPER's obligations hereunder.
25. Time of the Essence. The Parties agree that time is of the essence with respect to performance of this Agreement.
26. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

[Signatures on Next Page]

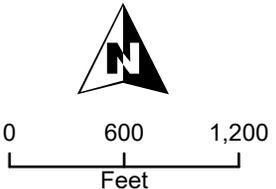
Dated: April ____, 2023	CITY OF SELMA By: _____ FERNANDO SANTILLAN City Manager
Dated: April ____, 2023	BAK LIMITED, LLC By: _____ [name] _____ Manager

DRAFT

EXHIBIT A



Path: G:\Selma\ArcPro\Selma Projects\Selma ProjectList\Selma ProjectList.aprx



City of Selma
Amberwood Sewer Trunk Main Project

Project Location
 Parcels
 City Limits

April 17, 2023 Council Packet

Yamabe & Horn Engineering, Inc.
CIVIL ENGINEERS & LAND SURVEYORS

VESTING TENTATIVE SUBDIVISION MAP OF TRACT NO. 6244

A RESIDENTIAL DEVELOPMENT IN THE CITY OF SELMA FRESNO COUNTY, CALIFORNIA SHEET ONE OF ONE

Yamabe & Horn Engineering, Inc.
CIVIL ENGINEERS • LAND SURVEYORS
2985 N. BURL AVENUE SUITE 101 FRESNO, CA 93727
TEL (559) 344-3123 WEBSITE YAHMENG.COM

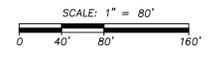


LENNAR HOMES OF CALIFORNIA INC.
TENTATIVE TRACT MAP
NORTHEAST CORNER EAST FLORAL AND DOCKERY AVENUE
TRACT MAP NO 6244



EXHIBIT B

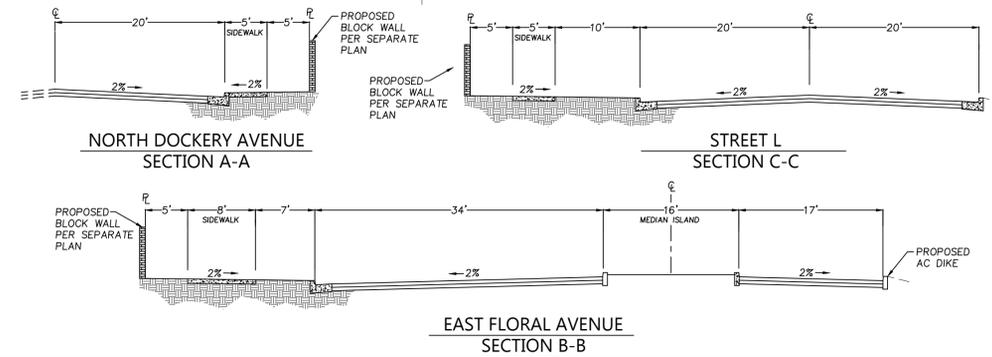
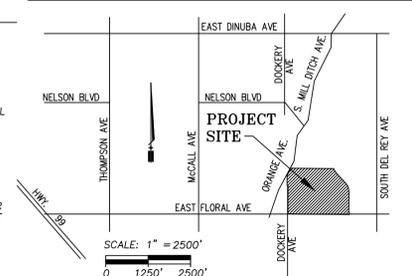
APN 358-100-37



- LEGEND:**
- △ PRESCRIPTIVE RIGHT OF WAY EASEMENT
 - ▲ 25' RIGHT OF WAY FOR STREET PURPOSES, RECORDED APRIL 9, 1992, AS INSTRUMENT NO. 92045254
 - ▲ 30' PUBLIC UTILITY EASEMENT FOR CANAL PURPOSES, RECORDED MAY 7, 1992 AS INSTRUMENT NO. 92060399
 - ▲ 20' PUBLIC UTILITY EASEMENT FOR SEWAGE PURPOSES, RECORDED FEBRUARY 13, 1974 AS INSTRUMENT NO. 11182 IN BOOK 6265 AT PAGE 410, OFFICIAL RECORDS FRESNO COUNTY.
 - PPUE PLANTING & PUBLIC UTILITY EASEMENT NOW OFFERED FOR DEDICATION FOR PUBLIC USE
 - LE LANDSCAPE EASEMENT NOW OFFERED FOR DEDICATION
 - INDICATES DIRECTION OF DRAINAGE FLOW
 - PUBLIC STREET EASEMENT NOW OFFERED FOR DEDICATION FOR PUBLIC USE.
 - INDICATES RELINQUISHMENT OF DIRECT ACCESS RIGHT AND PROPOSED BLOCK WALL
 - (S) EXISTING SANITARY SEWER
 - (SD) EXISTING STORM DRAIN
 - (W) EXISTING WATER
 - (NPW) EXISTING NON-POTABLE WATER
 - (OH) EXISTING OVERHEAD ELECTRICAL
 - EXISTING EDGE OF PAVEMENT
 - EXISTING DRAIN INLET
 - EXISTING SANITARY SEWER MANHOLE
 - EXISTING STORM DRAIN MANHOLE
 - EXISTING STREETLIGHT
 - EXISTING POWER POLE
 - EXISTING CMU WALL
 - EXISTING FIRE HYDRANT
 - PROPOSED DRAIN INLET
 - PROPOSED SANITARY SEWER MANHOLE
 - PROPOSED STORM DRAIN MANHOLE
 - PROPOSED EXISTING STREETLIGHT
 - PROPOSED POWER POLE
 - PROPOSED CMU WALL
 - PROPOSED FIRE HYDRANT
- LOT INFO:**
- MIN. WIDTH # LOTS
50/80 FT. 95
50/100 FT. 80
55/100 FT. 95
270
- NET AREA = 47.09 AC
DENSITY = 5.73 DUA
- PREPARED BY:**
YAMABE & HORN ENGINEERING, INC.
2985 N. BURL AVE, SUITE 101
FRESNO, CALIFORNIA 93727
PH. (559) 344-3123
- OWNER:**
AGNES SERMIAN & SONS, LLC
10463 S. DEL REY AVENUE
SELMA, CA 93662
- SUBDIVIDER:**
LENNAR HOMES OF CALIFORNIA
8080 N. PALM SUITE 101
FRESNO, CALIFORNIA 93711
PH. (559) 437-4600
- SITE INFORMATION**
- EXISTING TREES
8 TREES TO BE REMOVED
- EXISTING BUILDINGS
NONE
- EXISTING USE
VACANT LAND
- EXISTING ZONING
R-1-9 & R-1-12
- PROPOSED USE
SFR
- PROPOSED ZONING
R-L, SP-AMB & PF-P
- SOURCE OF WATER
CAL WATER
- SOURCE OF SEWAGE DISPOSAL
SKF
- SOURCE OF ELECTRICITY
PG&E
- SOURCE OF GAS
PG&E
- SOURCE OF CABLE T.V.
COMCAST
- SOURCE OF TELEPHONE
AT&T
- ASSESSOR'S PARCEL NUMBER
358-100-10 / 358-100-09 / 358-100-08
358-100-02
- SITE AREA**
55.06± GROSS ACRES
47.09± NET ACRES
- SITE INFORMATION**
- 1 EXISTING SKF SEWER LIFT STATION
 - 2 ELECTRIC PANEL/CONTROLS AND 30'± TALL COMMUNICATIONS ANTENNAE
 - 3 EXISTING BUILDING TO BE DEMOLISHED/REMOVED

- NOTES:**
- EXISTING ABOVE GROUND USES OR STRUCTURES SUCH AS BUILDING, WATER WELLS, POWER LINES, TOWERS, ETC., WITHIN THE PROPOSED SUBDIVISION TO BE REMOVED.
 - THIS AREA IS NOT SUBJECT TO FLOOD INUNDATION.
 - EXISTING UNDERGROUND FEATURES SUCH AS WELLS, CESSPOOLS, SEWERS, CULVERTS, STORM DRAIN, AND OTHER UNDERGROUND STRUCTURES WITHIN THE PROPOSED SUBDIVISION TO BE REMOVED.
 - THE DESIGN OF THE PROPOSED SUBDIVISION SHALL PROVIDE TO THE EXTENT FEASIBLE FOR FUTURE PASSIVE OR NATURAL HEATING OR COOLING OPPORTUNITIES AND OTHER MEASURES THAT CONSERVE NONRENEWABLE ENERGY RESOURCES. THIS SUBDIVISION HAS BEEN DESIGNATED WITH 50% OF THE LOTS ORIENTED IN A NORTH TO SOUTH ORIENTATION TO TAKE ADVANTAGE OF NATURAL HEATING AND COOLING OPPORTUNITIES.
 - ALL STREETS ADJACENT TO THE BOUNDARIES OF THIS SUBDIVISION HAVE BEEN PREVIOUSLY DEDICATED FOR PUBLIC STREET PURPOSES AND ALL ARE TO REMAIN.
 - THERE ARE NO EXISTING CANALS OR DITCHES LOCATED WITHIN THE PROPOSED SUBDIVISIONS.
 - THIS SITE IS IN FLOOD ZONE "X" AND IS NOT FLOOD PRONE, PER THE FLOOD INSURANCE RATE MAPS.
 - ALL PROPOSED SEWER, WATER, STORM DRAIN, CURB, GUTTER, SIDEWALK, PAVEMENT, STREET TREES, AND STREET LIGHT IMPROVEMENTS ARE TO BE DONE IN ACCORDANCE WITH CITY OF SELMA STANDARD SPECIFICATIONS.
 - SURROUNDING LAND USES:
NORTH - SCHOOL
EAST - AG
SOUTH - AG
WEST - RESIDENTIAL
 - GRADE DIFFERENTIAL ALONG WEST AND NORTH BOUNDARY WILL BE ADDRESSED BY RETAINING WALL OR SLOPE EASEMENT & MAY EXCEED 6".
 - TO BE DEDICATED FOR OPEN SPACE PURPOSES:
OUTLOT 'A' = 87,020 SF
OUTLOT 'B' = 4,928 SF
TOTAL OUTLOT AREA = 91,948 SF
 - TO BE DEDICATED TO SELMA-KINGSBURG-FOWLER SANITATION DISTRICT FOR EXISTING DOCKERY LIFT STATION FACILITIES
OUTLOT 'C' = 4,098 SF

VICINITY MAP:



PROJECT TITLE
SHEET DESCRIPTION

Dr. By: YH
Ch. By: BB
Date: 10/22/20
Scale: As Noted
YH Job No. 17-406
Sheet No. 1
of 1 Sheets

EXHIBIT B

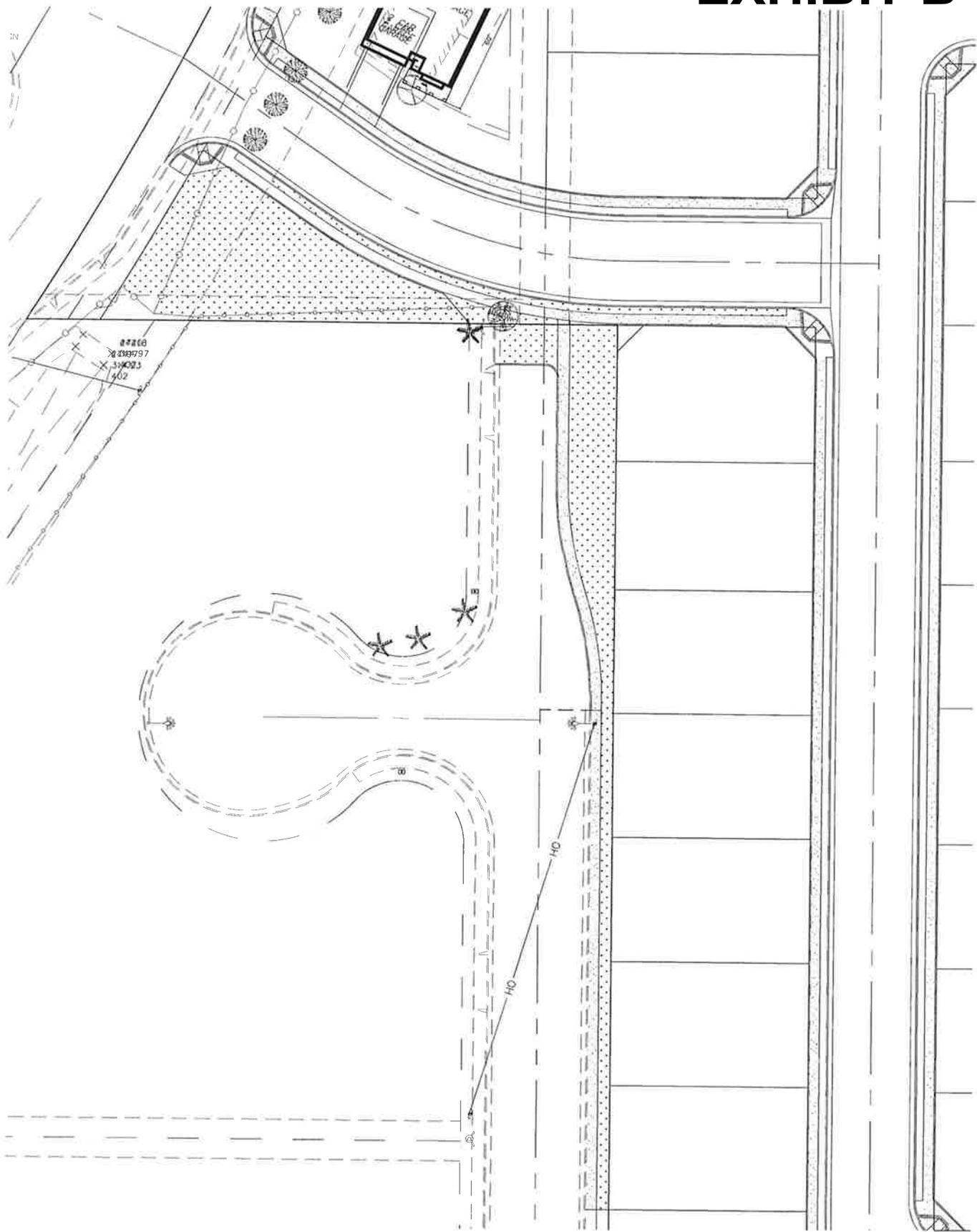


EXHIBIT C

PROPOSED TIMELINE OF CITY'S SEWER IMPROVEMENT CONSTRUCTION AND PROPOSED DEVELOPER CONSTRUCTION TIMELINE OF RESIDENTIAL PROJECT

SEWER IMPROVEMENT CONSTRUCTION TIMELINE

- I. CITY agrees to commence construction of SEWER IMPROVEMENT project as indicated in EXHIBIT A of this Agreement within 6 MONTHS (180 DAYS) of procuring financing for full construction of said project, or as soon as a construction contractor can be procured pursuant to CITY's procurement policies. Construction timeline for SEWER IMPROVEMENT project will be determined at the time construction contract is awarded and may be added to this Agreement as an addendum.
 - a. "PROCURING FINANCING" shall be defined as receiving full, verifiable approval and commitment from unspecified funding sources for the full estimated cost of SEWER IMPROVEMENT project, including a reasonable contingency amount.

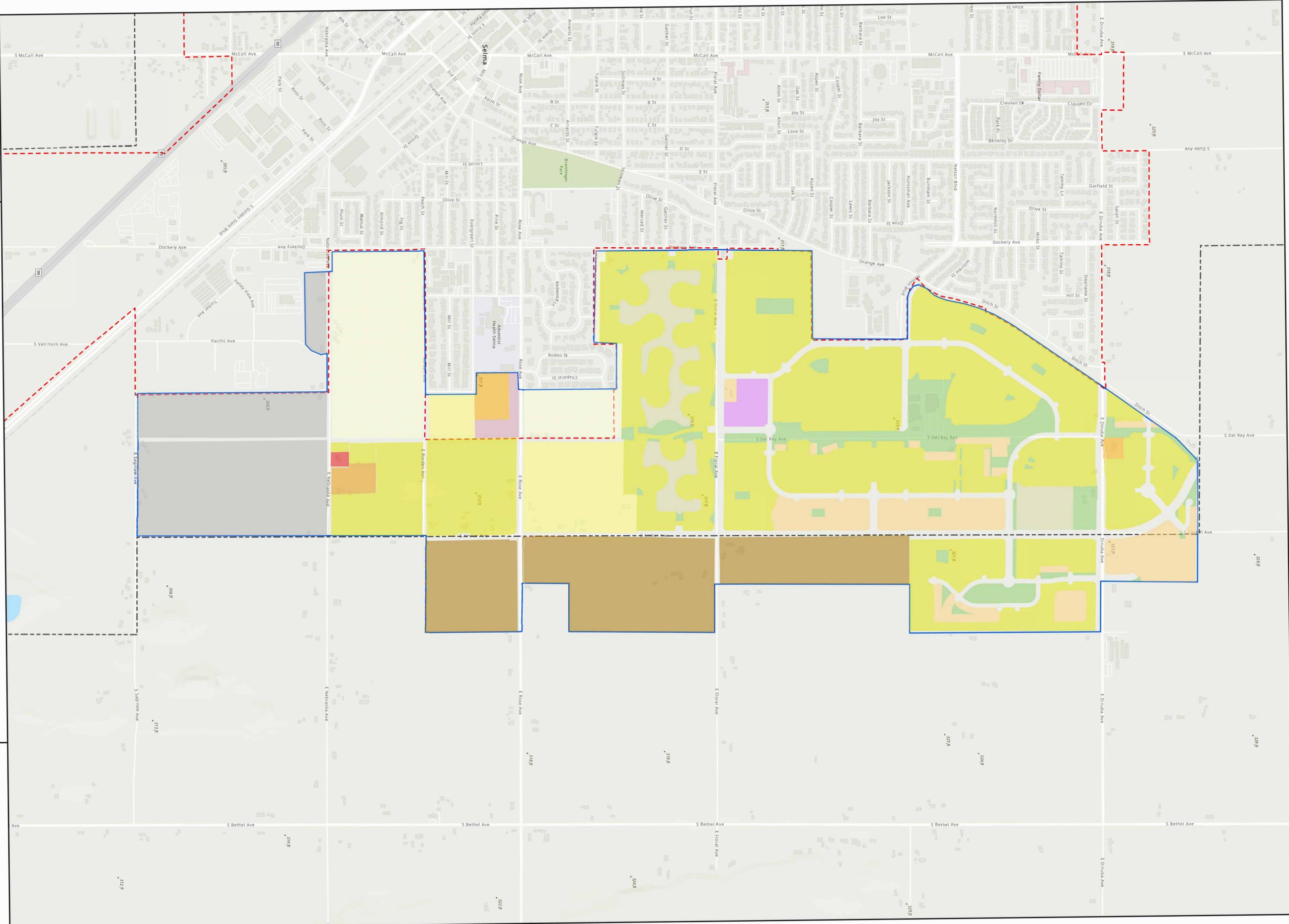
RESIDENTIAL PROJECT CONSTRUCTION TIMELINE

- I. DEVELOPER agrees to COMMENCE construction of the full project as indicated in EXHIBIT B of this Agreement within 12 MONTHS of receiving full ministerial and/or discretionary planning entitlements (as applicable), including, but not limited to: approval and adoption of all required environmental studies; Final Map recording; annexation (if required); approval of improvement and building plans. This does not include issuance of building permits or any required encroachment permits by CITY.
 - a. "COMMENCE" shall be defined as the first instance of any construction activities taking place at the site, except grading of the site and staging of construction equipment, as part of the overall development of the approved RESIDENTIAL PROJECT.
 - b. Construction of RESIDENTIAL PROJECT may, but is not required to, commence prior to completion of CITY's SEWER IMPROVEMENT PROJECT.
 - c. Issuance of building permits by CITY shall not constitute COMMENCEMENT of project, though said milestone will trigger payment of fees pursuant to this Agreement.
- II. DEVELOPER agrees to COMPLETE construction of the full projects as indicated in EXHIBIT B of this agreement within 6 YEARS (72 MONTHS) of the official "COMMENCE" date of the project as defined in SECTION I (a) of this EXHIBIT C.

- a. "COMPLETE" shall be defined as full construction, inspection, and approval of all public improvements; and, Certificates of Occupancy issued for each residential and/or commercial unit.
- b. In the event the construction timeline is delayed or exceeds 120 months, full payment of all applicable reimbursement obligations will be due, pursuant to Section 7.5 of this Agreement.



- ZONE OF BENEFIT FOR AMBERWOOD SEWER**
- Zone of Benefit
 - SOI
 - City Limits
 - Selma GP/LLU
 - Very Low Density
 - Low Density
 - Medium Low Density
 - Community Commercial
 - Light Industrial
 - Public Facilities
 - Park/Open Space
 - Medium Density
 - Medium High Density
 - High Density
 - Residential Reserve
 - Planned Medical Development
 - Neighborhood Commercial



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

April 17, 2023

ITEM NO: 12.

SUBJECT: Information Regarding Special Events

DISCUSSION: Councilmember Trujillo requested this item to be placed on the City Council meeting agenda to clarify a comment made by a member of the public which requested an update on policies and procedures for Special Events.

FISCAL IMPACT: None. This is an information item only.

RECOMMENDATION: Staff is proposing to conduct a Special Events Workshop on Wednesday, May 10, 2023 at 6:00 p.m. to receive input from the public.

_____/s/_____
Rudy Alcaraz
Police Chief

April 12, 2023
Date

_____/s/_____
Fernando Santillan
City Manager

April 12, 2023
Date

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

April 17, 2023

ITEM NO: 13.

SUBJECT: Second Reading and Adoption of Ordinance Amending Title IV – Building Regulations, Chapters 1 through 5, 11, 12, 14, 15, 16, 17 and Title VII – Fire Regulations, Chapters 1 and 2 of the City of Selma Municipal Code Relating to Building Codes

BACKGROUND: The last update to the City's Building Code was conducted in December of 2016 when the City Council adopted an Ordinance amending Chapter 1 through 5, 11, 12, 14, 15, 16, and 17 of Title IV and Chapters 1 and 2 of Title VII as it relates to the adoption of codes. This action adopted the 2015 California Building Standards Code.

The California Building Standards Commission (BSC) reviews the most recent edition of national model codes and standards and made amendments and additions to most parts of the California Building Standards Code. On July 1, 2022, the State adopted the 2022 California Building Code Standards, which have become effective on January 1, 2023. The 2022 California Building Standards Code includes the following:

Title 24 California Code of Regulations:

- Part 1 - California Administrative Code
- Part 2 - California Building Code
- Part 2.5 - California Residential Building Code
- Part 3 - California Electrical Code
- Part 4 - California Mechanical Code
- Part 5 - California Plumbing Code
- Part 6 - California Energy Code
- Part 8 - California Historical Building Code
- Part 9 - California Fire Code
- Part 10 - California Existing Building Code
- Part 11 - California Green Building Standards Code
- Part 12 - California Reference Standards Code

DISCUSSION: As a result of the Building Standards Commission's action, each City and County agency may adopt this new code with local amendments by January 1, 2023. If no local action is taken by this date, then the State's Code, in its entirety, is applicable to the agency when processing building and grading permit applications. The purpose of this exercise is to ensure that the City of Selma's Municipal Code is consistent with the most current California Building Code. Following the adoption of this ordinance, Staff will conduct a comprehensive review of the City's Municipal Code as it relates to Building related policies and staff will present any revisions that staff deems necessary to streamline the process and elaborate on existing policies.

This Ordinance incorporates by reference the most recent version of the California Standard Building Codes. In adopting these Standard Codes, the City of Selma may add to, delete, or amend the various parts of the Standard Codes which are not construction standards. Generally, those provisions relating to permits and fees are deleted and provided for separately by resolution. The proposed Ordinance would adopt the Standard Codes as follows:

1. Building Standards Code (Chapter 1 of Title IV of the SMC) with updates to specific references to the 2016 California Building Standards Code and replacement with 2022 California Building Standards Code.
2. Administrative Code (Chapter 2 of Title IV of the SMC). with updates to specific references to the 2016 California Building Standards Code and replacement with 2022 California Building Standards Code.
3. Building Code (Chapter 3 of Title IV of the SMC), with updates to specific references to the 2016 California Building Standards Code and replacement with 2022 California Building Standards Code.
4. Electrical Code (Chapter 4 of Title IV of the SMC) with updates to specific references to the 2016 California Building Standards Code and replacement with 2022 California Building Standards Code.
5. Mechanical Code (Chapter 5 of Title IV of the SMC) with updates to specific references to the 2016 California Building Standards Code and replacement with 2022 California Building Standards Code.
6. Plumbing Code (Chapter 11 of Title IV of the SMC) with updates to specific references to the 2016 California Building Standards Code and replacement with 2022 California Building Standards Code.
7. Historical Building Code (Chapter 12 of Title IV of the SMC), with updates to specific references to the 2016 California Building Standards Code and replacement with 2022 California Building Standards Code.
8. Reference Standards Code (Chapter 14 of Title IV of the SMC), with updates to specific references to the 2016 California Building Standards Code and replacement with 2022 California Building Standards Code.
9. Residential Building Code (Chapter 15 of Title IV of the SMC), with updates to specific references to the 2016 California Building Standards Code and replacement with 2022 California Building Standards Code.
10. Existing Building Code (Chapter 16 of Title IV of the SMC), with updates to specific references to the 2016 California Building Standards Code and replacement with 2022 California Building Standards Code.

11. Green Building Standards Code (Chapter 17 of Title IV of the SMC), with updates to specific references to the 2016 California Building Standards Code and replacement with 2022 California Building Standards Code.
12. Fire Code (Chapter 1 of Title VII of the SMC), with updates to specific references to the 2016 California Building Standards Code and replacement with 2022 California Building Standards Code.
13. Fire Code (Chapter 2 of Title VII of the SMC), with updates to specific references to the 2016 California Building Standards Code and replacement with 2022 California Building Standards Code.

FISCAL IMPACT: This is a City initiated process and therefore, no fees have been collected. Staff's time was used in the conduction of meetings/discussions, and preparation of the draft ordinance.

RECOMMENDATION: Conduct the second reading and adopt the Ordinance No. 2023 – amending Title IV – Building Regulations, Chapters 1 through 5, 11, 12, 14, 15, 16, 17 and Title VII – Fire Regulations, Chapters 1 and 2 of the City of Selma Municipal Code Relating to Building Codes.

_____/s/_____
Trevor Stearns
Contract City Planner

_____April 10, 2023_____
Date

_____/s/_____
Jerome Keene
Deputy City Manager

_____April 10, 2023_____
Date

Attachments:

1. Ordinance No. 2023-

ORDINANCE NO. 2023-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SELMA REPEALING AND REENACTING CHAPTERS 1 THROUGH 5, 11, 12, 14, 15, 16, 17 OF TITLE IV AND CHAPTERS 1 AND 2 OF TITLE VII OF THE SELMA MUNICIPAL CODE, TO ADOPT BY REFERENCE THE CALIFORNIA CODE OF REGULATIONS TITLE 24, 2022 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE INCLUDING THE FOLLOWING PARTS:

- PART 1 - CALIFORNIA BUILDING STANDARDS ADMINISTRATIVE CODE;**
- PART 2 - CALIFORNIA BUILDING CODE;**
- PART 2.5 - CALIFORNIA RESIDENTIAL BUILDING CODE;**
- PART 3 - CALIFORNIA ELECTRICAL CODE;**
- PART 4 - CALIFORNIA MECHANICAL CODE;**
- PART 5 - CALIFORNIA PLUMBING CODE;**
- PART 8 - CALIFORNIA HISTORICAL BUILDING CODE;**
- PART 9 - CALIFORNIA FIRE CODE;**
- PART 10 - CALIFORNIA EXISTING BUILDING CODE;**
- PART 11 - CALIFORNIA GREEN BUILDING STANDARDS CODE;**
- PART 12 - CALIFORNIA REFERENCE STANDARDS CODE,**

WHEREAS, the City of Selma last adopted California Building Standards Code 2015 pursuant to the Selma Municipal Code; and

WHEREAS, the California Building Standards Commission has amended, updated and revised the California Building Standards Codes included in Title 24 of the California Code of Regulations; and

WHEREAS, the purpose of this Ordinance is to adopt by reference the 2022 Edition of the California Building and Standards Code, Title 24 of the California Code of Regulations. The City Council of the City of Selma hereby finds that the purpose of this Ordinance maintain consistency with the California Building Standards Code and standards to protect the public safety, health, property and welfare of the City of Selma

WHEREAS, the City Council of the City of Selma desires to amend those Chapters of Title IV and Title VII of the Selma Municipal Code that references the California Building Standards Code of 2015 and amend those chapters as set forth herein to incorporate the current version of the California Building Standards Code and Title 24 of the California Code of Regulations.

WHEREAS, amendments to the applicable chapters of the Selma Municipal Code are denoted by strikethroughs indicating deletion and underlining indicating addition.

WHEREAS, the City Council at the April 3, 2023 Public Hearing, introduced and waived the first reading of the ordinance.

WHEREAS, public notices for the duly noticed public hearing were circulated on April 5, 2023 with *The Selma Enterprise*.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SELMA DOES HEREBY ORDAIN as follows:

THE CITY COUNCIL OF THE CITY OF SELMA DOES ORDAIN as follows:

SECTION 1. Chapters 1 through 5 of Title IV of the Municipal Code of the City of Selma is hereby amended to read as follows:

4-1-1: ADOPTION OF THE CALIFORNIA BUILDING STANDARDS CODE AND CALIFORNIA CODE OF REGULATIONS:

Pursuant to the provisions of section 50022.2 of the Government Code and sections 17922, 17958.5, 17958.7 and/or 18941.5 of the Health And Safety Code of the state of California, the city council of the city of Selma does hereby adopt by specific reference thereto and incorporation herein by said reference, the provisions, rules and regulations specified and set forth in the California building standards code, ~~2016 edition~~ 2022 Edition, California code of regulations, title 24 and California code of regulations, title 25, division 1, chapter 1, subchapter 1 (state housing law) as the foundation of the city of Selma building requirements and made part of this chapter as though set forth in full except as amended herein. These codes shall be designated as title IV, chapter 1, California building standards and California code of regulations of the city of Selma

4-2-1: ADOPTION OF THE CALIFORNIA BUILDING STANDARDS CODE ADMINISTRATIVE CODE:

Pursuant to the provisions of section 50022.2 of the Government Code and sections 17922, 17958.5, 17958.7 and/or 18941.5 of the Health And Safety Code of the state of California, the city council of the city of Selma does hereby adopt by specific reference thereto and incorporation herein by said reference, the provisions, rules and regulations specified and set forth in the ~~2016 edition~~ 2022 Edition of the California building standards administrative code, California code of regulations, title 24, part 1, copies of which are on file with the city of Selma for public record and inspection. These are hereby adopted by said council by reference as the administrative code of the city of Selma and made a part of this chapter as though set forth in full, subject, however, to the amendments, additions, deletions and fee exceptions as set forth in this chapter. This code shall be designated as title IV, chapter 2, titled "the administrative code of the city of Selma". (Ord. 2016-7, 12-5-2016)

4-3-1: ADOPTION OF THE CALIFORNIA BUILDING STANDARDS CODE:

Pursuant to the provisions of section 50022.2 of the Government Code and sections 17922, 17958.5, 17958.7 and/or 18941.5 of the Health And Safety Code of the state of California, the city council of the city of Selma does hereby adopt by specific reference thereto and

incorporation herein by said reference, the provisions, rules and regulations specified and set forth in the California building standards code, ~~2016 edition~~ 2022 Edition, California code of regulations, title 24 and California code of regulations, title 25, division 1, chapter 1, subchapter 1 (state housing law) as the foundation of the city of Selma building requirements and made part of this chapter as though set forth in full except as amended herein. These codes shall be designated as title IV, chapter 1, California building standards and California code of regulations of the city of Selma

4-4-1: ADOPTION OF THE CALIFORNIA BUILDING ELECTRICAL CODE:

Pursuant to the provisions of section 50022.2 of the Government Code and sections 17922, 17958.5, 17958.7 and/or 18941.5 of the Health And Safety Code of the state of California, the city council of the city of Selma does hereby adopt by specific reference thereto and incorporation herein by said reference, the provisions, rules and regulations specified and set forth in the California electrical code, ~~2016 edition~~ 2022 Edition, included in the California building standards code, title 24, part 3, of the California code of regulations, copies of which are on file in the community development department, for public record and inspection. These are hereby adopted by said council by reference as the electrical code of the city of Selma and made a part of this chapter as though set forth in full, subject, however, to the amendments, additions, deletions and fee exceptions set forth in this chapter. This code shall be designated as title IV, chapter 4, and the electrical code of the city of Selma.

4-5-1: ADOPTION OF THE CALIFORNIA MECHANICAL CODE:

Pursuant to the provisions of section 50022.2 of the Government Code and sections 17922, 17958.5, 17958.7 and/or 18941.5 of the Health And Safety Code of the state of California, the city council of the city of Selma does hereby adopt by specific reference thereto and incorporation herein by said reference, the provisions, rules and regulations specified and set forth in the California mechanical code, ~~2016 edition~~ 2022 Edition, included in the California building standards code, California code of regulations, title 24, part 4, copies of which are on file in the community development department, for public record and inspection. These are hereby adopted by said council by reference as the mechanical code of the city of Selma and made a part of this chapter as though set forth in full, subject, however, to the amendments, additions, deletions and fee exceptions as set forth in this chapter. This code shall be designated as title IV, chapter 5, and the mechanical code of the city of Selma.

SECTION 2. Chapters 11, 12, 14, 15, 16, and 17 of Title IV of the Municipal Code of the City of Selma is hereby amended to read as follows:

4-11-1: ADOPTION OF THE CALIFORNIA PLUMBING CODE:

Pursuant to the provisions of section 50022.2 of the Government Code and sections 17922, 17958.5, 17958.7 and/or 18941.5 of the Health And Safety Code of the state of California, the city council of the city of Selma does hereby adopt by specific reference thereto and incorporation herein by said reference, the provisions, rules and regulations specified and set forth in the ~~2016 edition~~ 2022 Edition of the California plumbing code with appendices, title 24, part 5 of the California code of regulations, copies of which are on file with the community development department, for public record and inspection. These are hereby adopted by said council by reference as the plumbing code of the city of Selma and made a part of this chapter as though set forth in full, subject, however, to the amendments, additions, deletions and fee exceptions as set forth in this chapter. This code shall be designated as title IV, chapter 11, and the plumbing code of the city of Selma.

4-12-1: ADOPTION OF THE CALIFORNIA HISTORICAL BUILDING CODE:

Pursuant to the provisions of section 50022.2 of the Government Code and sections 17922, 17958.5, 17958.7 and/or 18941.5 of the Health And Safety Code of the state of California, the city council of the city of Selma does hereby adopt by specific reference thereto and incorporation herein by said reference, the provisions, rules and regulations specified and set forth in the California historical building code, ~~2016 edition~~ 2022 Edition, included in the California building standards code, part 8 of title 24 of the California code of regulations, copies of which are on file in the community development department, for public record and inspection. These are hereby adopted by said council by reference as the historical building code of the city of Selma and made a part of this chapter as though set forth in full, subject, however, to amendments, additions, deletions and fee exceptions as set forth in this chapter. This code shall be designated as title IV, chapter 12, and the historical building code of the city of Selma.

4-14-1: ADOPTION OF THE CALIFORNIA REFERENCED STANDARDS CODE:

Pursuant to the provisions of section 50022.2 of the Government Code and sections 17922, 17958.5, 17958.7 and/or 18941.5 of the Health And Safety Code of the state of California, the city council of the city of Selma does hereby adopt by specific reference thereto and incorporation herein by said reference, the provisions, rules and regulations specified and set forth in the California referenced standards code, ~~2016 edition~~ 2022 Edition, included in the California building standards code, part 12 of title 24 of the California code of regulations, copies of which are on file in the community development department, for public record and inspection. These are hereby adopted by said council by reference as the referenced standards code of the city of Selma and made a part of this chapter as though set forth in full, subject, however, to amendments, additions, deletions and fee exceptions as set forth in this chapter. This code shall be designated as title IV, chapter 14, and the referenced standards code of the city of Selma.

4-15-1: ADOPTION OF THE CALIFORNIA RESIDENTIAL BUILDING CODE:

Pursuant to the provisions of section 50022.2 of the Government Code and sections 17922, 17958.5, 17958.7 and/or 18941.5 of the Health And Safety Code of the state of California, the city council of the city of Selma does hereby adopt by specific reference thereto and incorporation herein by said reference, the provisions, rules and regulations specified and set forth in the California residential building code, ~~2016 edition~~ 2022 Edition, included in the California building standards code, part 2.5 of title 24 of the California code of regulations, copies of which are on file in the community development department, for public record and inspection. These are hereby adopted by said council by reference as the residential building code of the city of Selma and made a part of this chapter as though set forth in full, subject, however, to amendments, additions, deletions and fee exceptions as set forth in this chapter. This code shall be designated as title IV, chapter 15, and the residential building code of the city of Selma

4-16-1: ADOPTION OF THE CALIFORNIA EXISTING BUILDING CODE:

Pursuant to the provisions of section 50022.2 of the Government Code and sections 17922, 17958.5, 17958.7 and/or 18941.5 of the Health And Safety Code of the state of California, the city council of the city of Selma does hereby adopt by specific reference thereto and incorporation herein by said reference, the provisions, rules and regulations specified and set forth in the California existing building code, ~~2016 edition~~ 2022 Edition, included in the California building standards code, part 10 of title 24 of the California code of regulations, copies of which are on file in the community development department, for public record and inspection. These are hereby adopted by said council by reference as the existing building code of the city of Selma and made a part of this chapter as though set forth in full, subject, however, to amendments, additions, deletions and fee exceptions as set forth in this chapter. This code shall be designated as title IV, chapter 16, and the existing building code of the city of Selma.

4-17-1: ADOPTION OF THE CALIFORNIA GREEN BUILDING STANDARDS CODE:

Pursuant to the provisions of section 50022.2 of the Government Code and sections 17922, 17958.5, 17958.7 and/or 18941.5 of the Health And Safety Code of the state of California, the city council of the city of Selma does hereby adopt by specific reference thereto and incorporation herein by said reference, the provisions, rules and regulations specified and set forth in the California green building standards code, ~~2016 edition~~ 2022 Edition, included in the California building standards code, part 11 of title 24 of the California code of regulations, copies of which are on file in the community development department, for public record and inspection. These are hereby adopted by said council by reference as the green building standards code of the city of Selma and made a part of this chapter as though set forth in full, subject, however, to amendments, additions, deletions and fee exceptions as set forth in this chapter. This code shall be designated as title IV, chapter 17, and the green building standards code of the city of Selma.

SECTION 3. Chapter 1 and 2 of Title VII of the Municipal Code of the City of Selma is

hereby amended to read as follows:

7-1-1: ADOPTION OF THE CALIFORNIA FIRE CODE:

Pursuant to the provisions of section 50022.2 of the Government Code and sections 17922, 17958.5, 17958.7 and/or 18941.5 of the Health And Safety Code of the state of California, the city council of the city of Selma does hereby adopt by specific reference thereto and incorporation herein by said reference, the provisions, rules and regulations specified and set forth in the ~~2016 edition~~ 2022 Edition of the California fire code with appendices, copies of which are on file with the city of Selma, for public record and inspection. These are hereby adopted by said council by reference as the fire code of the city of Selma and made a part of this chapter as though set forth in full, subject, however, to the amendments, additions, deletions and fee exceptions as set forth in this chapter. This code shall be designated as title VII, chapter 1, the fire code of the city of Selma.

7-2-1: GENERAL REQUIREMENTS:

All buildings, hereafter erected, constructed, or moved in, of five thousand (5,000) square feet or more in floor area, and all additions to existing buildings hereafter erected, constructed, or moved in, when the addition to the existing building results in a total combined floor area of five thousand (5,000) square feet or more, shall be equipped with an approved automatic fire sprinkler system in all occupancies as defined in the ~~2016 edition~~ 2022 Edition of the California building code and amendments thereto, except occupancies defined in chapter 3 of the California building code, ~~2016 edition~~ 2022 Edition, as R-3 and U, all of which shall conform to the regulations of the California building code, 2016 edition. The square footage shall be determined by measurement of the exterior wall dimensions. When an addition results in a building with total combined square footage of five thousand (5,000) square feet or more in floor area, the entire building, existing and addition, shall be equipped with an approved automatic fire sprinkler system. Other construction specifications shall be required as deemed necessary for fire protection by the building official and/or fire chief in all buildings, regardless of size and group occupancies. An approved automatic fire sprinkler system shall be as defined and outlined in chapter 9 of the ~~2016 edition~~ 2022 Edition of the California building code and all amendments thereto.

SECTION 4. California Environmental Quality Act: The City Council having considered the Staff Report and all public comments, has determined that the aforementioned repeal, reenactment and additions to the Municipal Code of the City of Selma is not a project under the California Environmental Quality Act because the amendment has no potential for resulting in a physical change in the environment. Since the aforementioned repeal, reenactment and additions to the Selma Municipal Code is not a project, no environmental documentation is required.

SECTION 5. Severability. If any part of this Ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance, and the

City Council hereby declares that it would have passed the remainder of this Ordinance, as if such invalid portion thereof had been deleted.

SECTION 6. This ordinance shall take effect thirty (30) days after its passage.

SECTION 7. The City Clerk is hereby ordered and directed to certify the passage of this Ordinance and to cause the same to be published once in a newspaper of general circulation, published in the County of Fresno.

I, REYNA RIVERA, City Clerk of the City of Selma, do hereby certify that the foregoing Ordinance was adopted at a regular meeting of the City Council of the City of Selma held on the 17th day of April 2023:

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

Scott Robertson
Mayor, City of Selma

ATTEST:

Reyna Rivera
City Clerk, City of Selma

APPROVED AS TO FORM:

Megan Dodd
City Attorney