

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

June 19, 2023

ITEM NO: 1.

SUBJECT: Consideration for a Resolution Approving the Project list for Senate Bill 1 (SB 1) Funding for FY 2023-2024

BACKGROUND: On April 28, 2017 the Governor signed Senate Bill ("SB") 1 (Beall, Chapter 5, Statutes of 2017), which is known as the Road Repair and Accountability Act of 2017. To address basic road maintenance, rehabilitation and critical safety needs on both the state highway and local streets and road system, SB 1:

- increased per-gallon fuel excise taxes;
- increased diesel fuel sales taxes and vehicle registration fees; and
- provided for inflationary adjustments to tax rates in future years.

In 2017, the State Controller started depositing various portions of this new funding into the newly created Road Maintenance and Rehabilitation Account ("RMRA"). A percentage of this new RMRA funding is apportioned by formula to eligible cities and counties pursuant to Streets and Highways Code (SHC) Section 2032(h) for basic road maintenance, rehabilitation, and critical safety projects on the local streets and roads system.

In order to be eligible for this funding, recipient cities and counties must:

- develop and submit a list of projects to the California Transportation Commission (CTC) each fiscal year;
- develop and submit a project expenditure report to the CTC each fiscal year; and
- comply with all requirements including reporting requirements for RMRA funding.

The deadline for recipient cities and counties to submit their project lists for the 23/24 fiscal year is July 1, 2023. All proposed projects must be adopted by local agency resolution.

DISCUSSION: The Selma Capital Improvement Program (CIP) budget is currently in development and the City is projected to receive \$611,010 in RMRA funding. The following projects are proposed by Staff to be included in the RMRA project list:

- Aspen Drive Reconstruction
- Dennis Drive Reconstruction

Both projects have been included in the 23/24 CIP budget and are proposed for construction in the 23/24 fiscal year. The scope for both projects include reconstruction of roadway structural sections and upgrades to curb ramps to current ADA Standards.

FISCAL IMPACT: The Engineer's estimate for these projects is as follows:

Aspen Street Reconstruction	\$253,300
Dennis Street Reconstruction	\$273,100
Total	\$526,400

The estimated useful life of the project is 20-25 Years. Estimated completion date is December 2024.

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

RECOMMENDATION: Adopt the Resolution Approving the Project list for Senate Bill 1 (SB 1) Funding for FY 23/24.

/s/	06/05/2023
David Horn	Date
City Engineer	

<u>/s/</u>	<u>06/05/2023</u>
Jerome Keene	Date
Deputy City Manager	

<u>/s/</u>	<u>06/05/2023</u>
Fernando Santillan	Date
City Manager	

RESOLUTION NO. 2023-__

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SELMA, CALIFORNIA ADOPTING A LIST OF PROJECTS FOR
FISCAL YEAR 2023-24 FUNDED BY SB 1: THE ROAD REPAIR AND
ACCOUNTABILITY ACT OF 2017**

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

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

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

WHEREAS, the City, will receive an estimated \$611,010 in RMRA funding in Fiscal Year 2023-24 from SB 1; and

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

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

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

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate two streets infrastructure throughout the City this year and similar projects into the future; and

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

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

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 following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2023-24 Road Maintenance and Rehabilitation Account revenues:

Project #1:

Project Title: Dennis Street Reconstruction

Project Description: Reconstruction of roadway structural sections and upgrades to curb ramps to current ADA standards.

Project Location: Dennis Street between Mitchell Avenue and Jasper Street.

Estimated Project Schedule: Start August 2023 – Completion June 2024

Estimated Project Useful Life: 20-25 Years

Project #2:

Project Title: Aspen Street Reconstruction

Project Description: Reconstruction of roadway structural sections and upgrades to curb ramps to current ADA standards.

Project Location: Aspen Street between Mitchell Avenue and Jasper Street.

Estimated Project Schedule: Start August 2023 – Completion June 2024

Estimated Project Useful Life: 20-25 Years

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 ____ day of ____ 2022 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

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

June 19, 2023

ITEM NO: 2.

SUBJECT: Consideration of a Resolution Approving Job Description for Fire Chief

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 Fire Chief has announced his retirement to be effective within the last quarter of 2023. In an effort to recruit for this anticipated vacancy, staff has determined the existing job specification is not up to current industry standards. In order to attract qualified applicants, the current job description requires amending in order to accommodate current recruitment needs.

RECOMMENDATION: Adoption of Resolution approving a new job description for Fire Chief.

_____/s/_____
Fernando Santillan
City Manager

June 9, 2023
Date

RESOLUTION NO. 2023-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA APPROVING THE JOB DESCRIPTION FOR FIRE CHIEF**

WHEREAS, The City of Selma Fire Chief has announced his retirement to be effective within the last quarter of 2023; and

WHEREAS, The City Manager for the City of Selma, in an effort to recruit for the anticipated vacancy, has determined current job specification are not up to current industry standards which requires amending the job specifications in order to accommodate current recruitment 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 description for Fire Chief 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 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 19th day of June 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

FIRE CHIEF

PURPOSE:

Under administrative direction, to plan, organize and direct activities of the Fire Department in preventing and extinguishing fires and in protecting life and property; to plan, organize and direct the activities of an ambulance based Paramedic/EMT transport service; to plan, organize, and direct the activities of fleet services; and to perform related duties as required.

DISTINGUISHING CHARACTERISTICS:

This is a single position classification reporting directly to the City Manager. The position is responsible for fire protection, EMS transport services, and the city's fleet services. At times, the Fire Chief is an active participant in the response to fires.

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):

- Plans, organizes, directs and coordinates the activities of Fire Department personnel in providing fire protection and Emergency Medical Services (EMS) to the City.
- Attends fires and exercises overall supervision of firefighting operations.
- Takes over immediate supervision of rescue and firefighting activities as required.
- Interviews and recommends on the hiring and discharge of employees.
- Evaluates employee performance.
- Directs the formulation and implementation of a program of in-service training.
- Develops, implements and enforces departmental rules, procedures and policies.
- Investigates and resolves personnel problems, taking disciplinary when necessary.
- Coordinates fire department EMS personnel in providing ambulance transport services.
- Directs the assignment of fire personnel to specific shifts.
- Supervises the requisition, maintenance and operation of firefighting and EMS equipment.
- Directs department fire inspection and prevention activities.
- Makes determinations on the cause of fires and alerts the District Attorney's Office when arson is suspected.
- Gathers evidence and assists the District Attorney's Office in the preparation and presentation of prosecution.
- Serves as an expert witness.
- Coordinates services with other City departments.
- Prepares specifications for firefighting and EMS equipment.

- Directs the maintenance of records of fire calls and fire losses.
- Recommends the location of fire hydrants.
- Confers with other state and local fire agencies on coordination plans for large fires where one agency may not have sufficient resources.
- Negotiates and implements contracts with other agencies for mutual cooperation.
- Prepares and administers the department budget.
- Attends conferences and conventions on fire protection matters.
- Confers with agents of other governmental jurisdictions, with fire prevention bureaus and with the office of the State Fire Marshal.
- Promotes good public relations, speaking before civic and community service groups.
- Formulates annual department budget and controls budget expenditures.
- Oversees the City's ambulance billing services.
- Coordinates emergency service and disaster preparedness activities for the City.
- Oversees the City's fleet services.
- Makes recommendations to the City Manager and City Council about updates and/or revisions to department policies, organizational, and staffing levels, as necessary.
- Directs the Capital Improvement Program for the Fire Department, including planning and budgeting for new facilities to accommodate City growth.

QUALIFICATIONS / REQUIREMENTS:

Knowledge of:

- Principles, practices and techniques of Fire Department administration.
- Advanced methods and techniques of modern firefighting, fire inspection and fire prevention.
- Laws, ordinances, rules, regulations and codes affecting the work of the Fire Department and coordination with other firefighting agencies.
- Operation and maintenance of modern firefighting equipment and firefighting apparatus.
- Principles and practices of training and supervising fire personnel.
- Principles and practices of Emergency Medical Services (EMS), first aid, rescue and resuscitation.
- Geography, types of building construction, major fire hazards, water supply, fire and building laws and regulations of the City.
- Modern office methods, recordkeeping and procedures including use of computers and various programs such as word-processing and spreadsheets.
- English usage, grammar, spelling, vocabulary, and punctuation.

Ability to:

- Exercise sound judgement under highly sensitive conditions, including potential injury or loss of life to others and severe time constraints.
- Rapid and appropriate response to emergency situations.
- Assume responsibility for tactics, strategies, and decision making at the scene of an emergency.
- Direct, evaluate and supervise the work of assigned personnel.

- Plan, organize and direct the work of the Fire Department combining firefighting and EMS personnel.
- Oversee the City's ambulance transport services.
- Plan and organize the City's fleet services.
- Develop and implement department policies and practices.
- Establish and maintain department morale and discipline.
- Establish and maintain effective relationships with governmental officials, employees and the general public.
- Develop and maintain budgets, records and reports.
- Operate modern apparatus and equipment used in fire suppression and rescue activities.
- Administer first aid.
- Conduct fire prevention inspections and fire investigations.
- Ensure the readiness of the Fire Department to meet the fire and medical emergency needs of the City.
- Perform strategic planning, budget development and oversight, complex analytical work and responsible administrative work.

REQUIREMENTS:

Education and Experience:

Equivalent to graduation from an accredited four-year college or university with major coursework in Fire Science, Fire Administration or a related field, and five (5) years increasingly responsible and varied experience in firefighting, including at least two (2) years as a Chief Officer.

Licenses and Certifications:

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

Physical Demands:

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; mobility, physical strength and stamina to respond to emergency situations and use all emergency apparatus and equipment; perform medium to heavy physical work, to work in confined spaces, around machines and to climb and descend ladders; to operate a motor vehicle and to visit various City and meeting sites; vision to discern colors and assess emergency situations, including medical incidents, to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone or radio. This is partially a sedentary, partially a field classification that requires operating in emergency situations and identifying and assessing problems or hazards. Finger dexterity is needed to access, enter and retrieve data using a computer keyboard or calculator, operate standard office equipment, and to operate above-mentioned apparatus and equipment. Positions in this classification bend, stoop, kneel, reach and climb to perform work and inspect work sites, and push and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials, objects, and individuals necessary to perform job functions.

Environmental Elements:

Employees partially work in an office environment with moderate noise levels, controlled temperature conditions and limited direct exposure to hazardous physical substances. The work also involves work in the field with exposure to loud noise levels, extreme temperatures, inclement weather conditions, road hazards, substantial heights, vibration, confining work space, chemicals, mechanical and/or electrical hazards, and hazardous physical substances and fumes. Employees may interact with upset staff and public and private representatives in interpreting and enforcing departmental policies and procedures.

WORKING CONDITIONS

May be required to work on evenings, weekends, and holidays and monitor radio traffic on 24-hour shifts as needed.

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

June 19, 2023

ITEM NO: 3.

SUBJECT: Consideration of a Resolution Approving Job Description for Crime 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 Selma Police Department has requested the creation of a Crime Analyst position within the Police Support Division (Department 2200). A request has been made in the FY 2023/2024 budget proposal to allocate funding towards this position. If approved in the budget, a job description has been developed which reflects the desired requirements of the position.

RECOMMENDATION: Adoption of Resolution approving a new job description for Crime Analyst in the Selma Police Department.

_____/s/
Fernando Santillan
City Manager

June 14, 2023
Date

RESOLUTION NO. 2023-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA APPROVING THE JOB DESCRIPTION FOR CRIME ANALYST**

WHEREAS, On June 19, 2023, the City Council adopted the 2023/2024 fiscal year budget approving Full-Time Employee (FTE) quantities; and,

WHEREAS, The City Manager for the City of Selma, in an effort to recruit for future vacant positions within the approved 2023/2024 budget, has determined a job specification that reflects current industry standards is required in order to accommodate future recruitment 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 description for Crime Analyst in order to accommodate future 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 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 19th day of June 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

CRIME ANALYST

PURPOSE:

Under general direction, conducts a variety of crime and statistical analysis in support of crime analysis activities; collects and analyzes data describing crime patterns, crime trends, and potential suspects; assists with administering crime analysis database and tracking systems; assists in monitoring and researching all active parolees and known felons within the City; assists with creating local, state and federal statistics for City-wide and in-house reporting requirements; assists with redaction of body-worn cameras to ensure compliance with law and the Public Records Act, and ensures work quality and adherence to established policies and procedures. In addition, this position provides varied administrative and analytical support to the Police Department 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/EXERCISED:

Receives general direction from assigned Commander, Police Chief or other management personnel. May provide technical and functional direction to other staff members.

CLASS CHARACTERISTICS

This classification is responsible for the activities and work program for crime and other related analysis in the Police Department. Incumbents plan, develop, and in coordination with the Captain/Chief implements policies and procedures for the department. Incumbents support the work of department management by conducting day-to-day crime and police analysis support activities, researching and conducting analysis on department projects and programs, and by providing a professional-level resource for organizational and operational analysis and studies, and provides a high level work product to the Captains/Chief providing detailed reports and analysis. The position requires a high degree of independent judgment in making decision in accordance with established procedures.

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):

- Collects, collates and analyzes a variety of economic, geographic and/or social information in support of crime analysis activities; utilizes sources from various calls for

service, census, demographic and other related data; displays informational analysis to police management and City officials.

- Performs a variety of statistical analysis; provides information to assist in identifying crime and other related police matters; develops and tests crime prediction and resource allocation statistical models; assists in advertising sworn staff of areas of high crime probability; assists in developing and preparing charts, graphs, reports, and related materials in order to track and present findings related to criminal activity.
- Assists in administering a variety of police tracking, records management and intelligence databases and systems; performs regular system maintenance to ensure effective system operations; develops and maintains data tables.
- Coordinates the redaction of body-work camera video in concert with applicable laws, in response to Public Records Act requests; performs other related work as it relates to this program.
- Audits data entry to assure compliance with FBI and Bureau of Criminal Statistics reporting requirements, prepares various crime and arrest reports for state and federal agencies.
- Prepares a variety of Police Department reports as assigned.
- Creates confidential law enforcement bulletins regarding crime trends, wanted persons and officer safety.
- Assists in providing on-going traffic analysis; runs specialized reports that include traffic accidents, traffic citations, traffic warnings and parking enforcement in a variety of formats.
- Maintains a variety of maps within the Police Department including police beats and grids; ensures sufficient copies are available for police staff.
- Assists in developing and maintaining police internet and intranet data resources for the department and community.
- Confers with other management staff regarding provision of administrative and support services, including contracts, agreements, and grant writing, tracking and reporting.
- Maintains accurate records and files; develops storage of records and retention schedules.
- Participates in the development and implementation of new or revised programs, systems, procedures, and methods of operation; compiles and analyzes data and makes recommendations.
- May provide lead direction, coordinate and review the work plan for any assigned staff as appropriate; assist in assigning work activities, special projects and programs; reviews and evaluates work products, methods and procedures as it relates to this position.
- Responds to calls and questions from department staff, city staff, outside agencies and the general public relating to crime analysis.
- Maintains awareness of developments in the field of crime statistical analysis, incorporates new developments and methods as appropriate.
- Develops goals, objectives, policies, procedures, work standards, and administrative control systems relating to crime analysis.
- Leads the work activities of any staff member assigned to work in the area of crime analysis on special projects; prioritizes and coordinates work assignments; reviews work for accuracy; recommends improvements in workflow, procedures, and use of equipment and forms.
- May be assigned to conduct surveys and perform research and statistical analyses on administrative, fiscal, personnel, and operational problems or issues; may monitor legislation and analyze proposed legislation.

- Conducts a variety of analytical and operational studies regarding departmental and programmatic activities; evaluates alternatives, makes recommendations, and assists with the implementation of procedural, administrative, and/or operational changes after approval.
- May assist in the planning, organizing, and/or overseeing special projects.
- Participates on a variety of interdisciplinary committees and commissions and represents the Department and 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; makes presentations to staff, governing bodies and the public as assigned.
- Assists in the supervision of the Police Records Division as needed or in the absence of the Manager.
- Performs other duties as assigned.

QUALIFICATIONS:

Knowledge of:

- Operations, services and activities of a crime analysis program.
- Principles, practices, methodologies and techniques of crime analysis, crime prevention and law enforcement.
- Principles and practices of program development and implementation.
- Methods and techniques of statistical research and analysis; recent developments, current literature and information related to crime and other related analysis.
- 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.
- Records processing; computer operations and statistical and graphics software.
- 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.
- Basic principles and practices of employee supervision, including work planning, assignment, review and evaluation, and the training of staff in work procedures.
- Research and reporting methods, techniques, and procedures.
- Sources of information related to a broad range of municipal programs, services, and administration relating to law enforcement and crime analysis.
- Applicable Federal, State, and local laws, codes, and regulations.
- Public relations, communications and presentation techniques.
- 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:

- Perform statistical research and analysis.
- Audit, correlate and validate crime data
- Apply principles of logic and scientific methods to define problems involving concrete and abstract variables.
- Assist in the development of goals, objectives, policies, procedures, and work standards for the department.
- 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.
- Train staff in work procedures and crime analysis projects.
- 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 (including crime analysis programs and data bases).
- Create and test statistical models used to predict criminal activity.
- 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; make effective presentations to the department, City, governing bodies and the public.

- 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.

REQUIREMENTS:

Education and Experience:

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

Equivalent to graduation from an accredited four-year college or university with major coursework in business or public administration, police science, criminal justice, mathematics/statistics, or a related field.

Highly Desirable: Two (2) years increasingly responsible professional administrative and analytical experience.

Licenses and Certification:

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

ADDITIONAL INFORMATION:

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 this classification 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.

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

June 19, 2023

ITEM NO: 4.

SUBJECT: Consideration of a Resolution adopting the City's Annual Appropriations Limit for Fiscal Year 2023-24, Pursuant to Article XIII B of the California Constitution

DISCUSSION: Proposition 4 (1979) added Article XIII B to the California Constitution, and the goal was to limit the growth in appropriations of both state and local government to changes in the cost of living and population in order to control spending levels. These limits are also referred to as "Gann Limits" in reference to one of the measure's co-authors. The measure requires that a complex series of calculations be performed each year to prepare the appropriations limit.

Each year the Department of Finance releases a letter titled, "Price Factor and Population Information." The letter provides the California per capita personal income percentage of change over prior year and each city's population change. Both factors are needed to determine the growth factor. The formula is as follows:

Per Capita Cost of Living*Population Change=Growth Factor

$$1.0091 * 1.0444 = 1.0539040$$

This factor is then applied to the adjusted appropriation limit from the prior year to determine the new limit.

$$38,369,625 * 1.0539040 = 40,437,903$$

The attached Resolution and Exhibit meet the requirement and is hereby submitted for Council consideration.

RECOMMENDATION: Council adopt the attached Resolution setting the Fiscal Year 2023-24 appropriations limit.

_____/s/_____
Jacob Del Cid, Senior Accountant

June 13, 2023
Date

_____/s/_____
Fernando Santillan, City Manager

June 13, 2023
Date

RESOLUTION NO. 2023 – ___R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA
ADOPTING THE CITY’S ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR
2023-24, PURSUANT TO ARTICLE XIII B OF THE CALIFORNIA CONSTITUTION**

WHEREAS, Article XIII B of the California Constitution requires cities to adopt annual Appropriations Limits; and

WHEREAS, pursuant to Government Code 7910, the annual Appropriations Limit must be established by resolution each year at a regularly scheduled meeting or a noticed special meeting; and

WHEREAS, City Staff has calculated the Appropriations Limit using the Department of Finance letter released annually regarding price factor and population information.

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

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

SECTION 2. The Appropriations Limit for the City for Fiscal Year 2023-24 is hereby approved and established at \$40,437,903.

SECTION 3. The Appropriations Limit was calculated by using the per capita personal income percentage change for the state and the population change for the City to determine the growth factor as set forth in Exhibit "A", attached hereto and incorporated herein by reference.

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

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

PASSED, APPROVED and ADOPTED by the City Council of the City of Selma at a regular meeting this 19th day of June, 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

Exhibit A

Schedule to Calculate GANN Appropriation Limit Fiscal Year 2023-2024

Fiscal Year 2022-2023 Appropriation limit, adopted		38,369,625
A. Population Growth Adjustment	1.0091	
B. Inflation Adjustment, CPI	<u>1.0444</u>	
Growth Factor (A x B)	1.0539040	
Increase in Appropriation Limit		40,437,903

Changes to Appropriation Limits for years subsequent to 1986-87 per amendment
to Article XIII of the California Constitution by 1990 Proposition 111.

Adjustment factors provided by the Department of Finance annual Price Factor and Population Information
Bulletin

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

June 19, 2023

ITEM NO: 5.

SUBJECT: Consideration of Resolution Approving a Request for a Fee Waiver for the Selma Portuguese Azorian Association Holy Fest Event

BACKGROUND: The Selma Portuguese Azorian Association applied to conduct its annual Holy Festa Parade. The parade route will traverse the intersections of Rose and Nebraska.

DISCUSSION: The event is hosted by the Selma Portuguese Azorian Association, and took place on June 4th, 2023. This retroactive fee waiver serves a public purpose by bringing community gathering and fellowship.

Fees associated with this event include Street Closure and barricades, which total approximately \$1,625.

FISCAL IMPACT: If approved, \$1,625 would be the cost to the General Fund that would have otherwise been collected for the processing of the associated permits.

RECOMMENDATION: Consider approving the resolution and request from the Selma Portuguese Azorian Association.

_____/s/
Jerome Keene
Deputy City Manager

June 9, 2023
Date

_____/s/
Fernando Santillan
City Manager

June 9, 2023
Date

RESOLUTION NO. 2023-__

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

WHEREAS, the Selma Portuguese Azorian Association requested that the City Council waive fees associated with its Holy Fest Event held on June 4th, 2023; and

WHEREAS, the total fees associated with the parade are One Thousand Six-Hundred Twenty-Five Dollars (\$1,625), which includes the fees for the street closure and barricades; and

WHEREAS, the total amount the Selma Portuguese Azorian Association is requesting the City Council to waive is One Thousand Six-Hundred Twenty-Five Dollars (\$1,625); and

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

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

Section 4. Effective Date. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Selma held on the 19th day of June 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

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

June 19, 2023

ITEM NO: 6.

SUBJECT: Council request to discuss the recognition of community member

DISCUSSION: City Staff has received requests for certificates of recognition. Staff is in the process of developing the Council Handbook, which would formerly define the procedures for Agenda Item Requests from Council. Until the process has been formalized, Staff is requesting approval to recognize the following community member at a future Council meeting:

Coach Haskell Hanson – Certificate of Recognition Service to Community/ Retirement

RECOMMENDATION: Approve the request or provide direction.

/s/

06/09/2023

Fernando Santillan, City Manager

Date

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

June 19, 2023

ITEM NO: 7.

SUBJECT: Consideration of a Resolution awarding contract to Don Berry Construction Inc. for the Downtown ADA Improvement Project (CDBG 20651)

BACKGROUND: The County of Fresno receives an annual allocation of Community Development Block Grant (CDBG) grant funds from the United States Department of Housing and Urban Development (HUD). The County makes a portion of these grant funds available to each of its participating cities based on the same HUD formula by which the County receives its funding. Each City participating in the County's CDBG program is invited to submit proposals for its portion of CDBG grant funds. The five participating cities include the cities of Fowler, Kerman, Kingsburg, Reedley and Selma.

The original agreement has an effective date of September 1, 2020, an amendment on November 2, 2021, a second amendment on October 25, 2022, and on February 27, 2023 the City of Selma received authorization for a time extension for the Downtown ADA Project, Community Development Grant Block Grant (CDBG) Project No. 20651; Agreement No 20-328.

The Downtown ADA Project will remove and replace new concrete sidewalks damaged by street trees while also constructing concrete drive approaches and ADA-compliant concrete curb ramps. Some street trees will also be removed as part of this project, However, Staff is working to identify additional funding sources to replace removed trees with more benign species in order to reduce future maintenance costs.

The City received \$636,659.00 in CDBG funds and the City will use local funds for the remaining portion of construction for the project. Plans, Specifications. and Estimate were prepared by Gateway Engineering, Inc.

DISCUSSION: During the project bidding phase, the Notice Inviting Bids was advertised in the Hanford Sentinel and circulated in the local builders' exchanges. Additionally, other reputable contractors experienced with this type of construction were made aware of the project and invited to bid on the project as well.

Bids for the Project were opened on May 4, 2023. The bid results were as follows:

Contractor	Bid Amount
Don Berry Construction, Inc.	\$579,358.00
Clean Cut Landscape, Inc.	\$598,562.00
R.J. Berry Jr. Inc.	\$695,335.00
Engineers Estimate	\$471,169.00

The bids were analyzed, and it was determined that Don Berry Construction Inc. submitted the lowest responsive and responsible base bid. The Fresno County Department of Public

Works and Planning reviewed the bid summary, low bidder's proposal, and final advertised plans and specifications and approved awarding the project to Don Berry Construction, Inc. Staff recommends that Council award the contract to Don Berry Construction, Inc.

FISCAL IMPACT:

The estimated cost for the construction phase of the project is \$682,058, as detailed below:

- Construction..... \$579,358.00
- Construction Contingency \$58,000.00
- Construction Management/Inspection/Testing/Admin \$44,700.00

With \$636,659.00 funded by CDBG funds, the projected remaining balance of \$45,399.00 would be funded by the Local Traffic Fund, if necessary, as a result of the contingency budget being utilized.

RECOMMENDATION: Approve Resolution awarding construction contract to Don Berry Construction, Inc. for the Downtown ADA Improvement Project in the amount of \$579,358.00; approving a 10% construction contingency for potential change orders in the amount of \$58,000.00 for this project; and authorize the City Manager to sign contract documents on behalf of the City.

_____/s/_____ David Horn City Engineer	_____ June 9, 2023 Date
--	-------------------------------

_____/s/_____ Jerome Keene Deputy City Manager	_____ June 9, 2023 Date
--	-------------------------------

_____/s/_____ Fernando Santillan City Manager	_____ June 9, 2023 Date
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RESOLUTION NO. 2023-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA AWARDED CONTRACT FOR THE CDBG PROJECT NO. 20651
DOWNTOWN ADA IMPROVEMENT PROJECT**

WHEREAS, the City of Selma has received funding through the Community Development Block Grant (CDBG); and,

WHEREAS, the plans and specifications for the Project were prepared by Gateway Engineering, Inc., and approved by the City Engineer; and,

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

WHEREAS, the bids were opened on Thursday, May 4, 2023; and,

WHEREAS, Staff analyzed all bids received and determined the bid from Don Berry Construction Inc. to be the lowest responsive and responsible base bid; and,

WHEREAS, Staff received authorization from Fresno County Public Works and Planning to award the project to Don Berry Construction Inc.

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 contract for the CDBG Project No. 20651 Downtown ADA Project is awarded to Don Berry Construction Inc., at a cost of \$579,358.00;
3. Approve a 10% Construction Contingency in the amount of 58,000.00;
4. Authorize the City Manager to execute contract documents.
5. **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.
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 19th day of June, 2023 by the following vote:

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

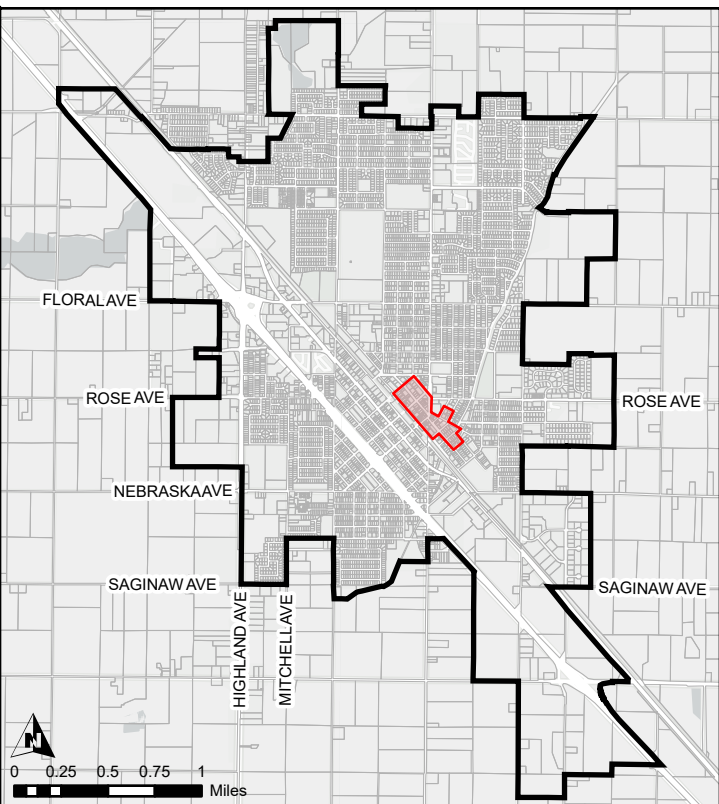
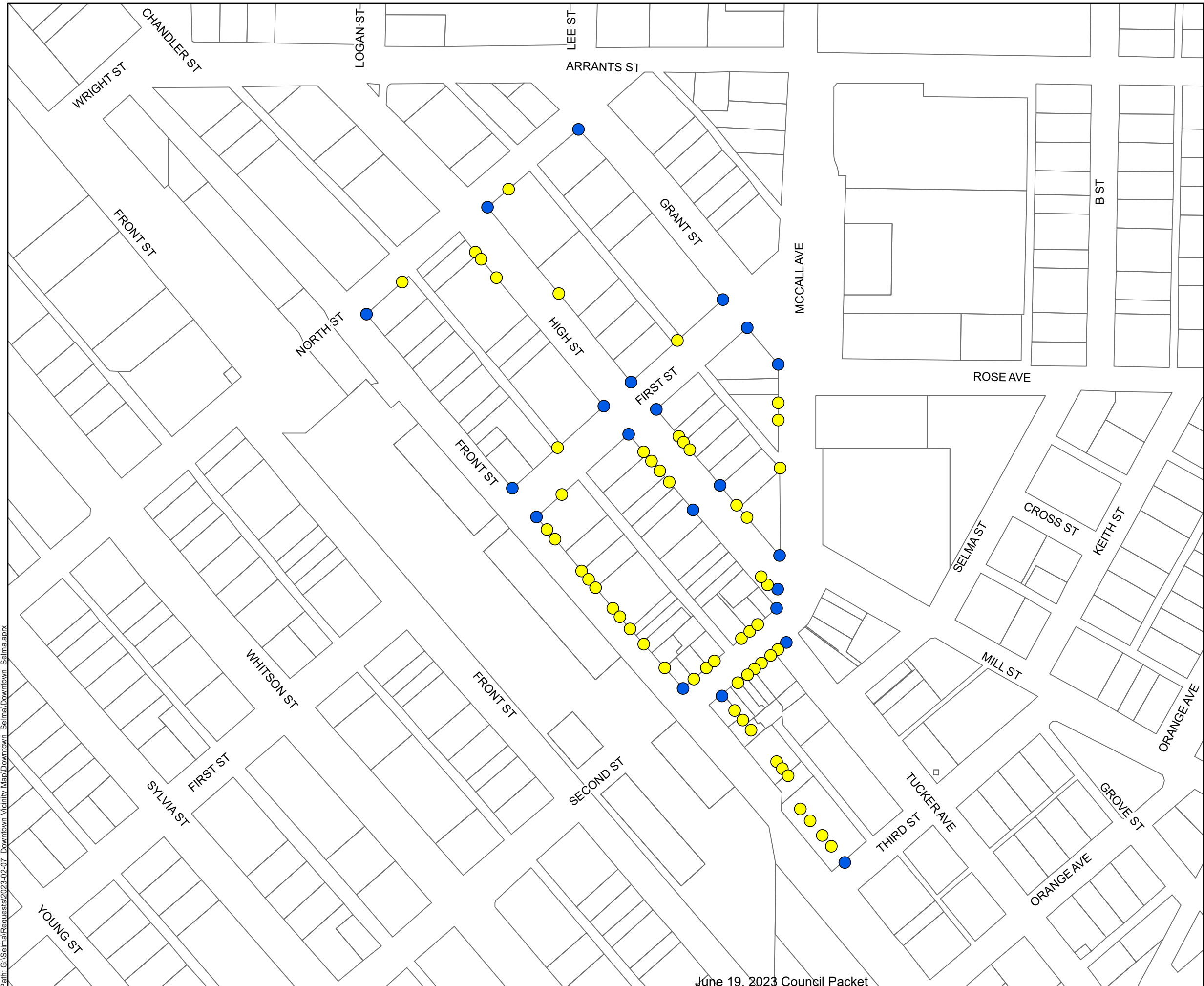
(Signatures on the following page)

Scott Robertson
Mayor

ATTEST:

Reyna Rivera
City Clerk

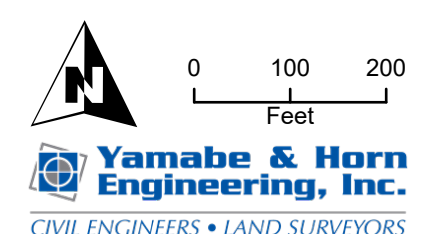
Path: G:\Selma\Requests\2023-02-07 Downtown Vicinity Map\Downtown Selma.aprx



Vicinity Map

City of Selma - Downtown

- Legend
- CDBG ADA Ramp
 - CDBG ADA Sidewalk
 - Parcels
 - Sphere of Influence
 - City Limits



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

June 19, 2023

ITEM NO: 8.

SUBJECT: Approval of a Legal Services Agreement with Hanson Bridgett LLP to Review and Assess Harassment Complaint by Mayor Scott Roberson

DISCUSSION: Council provided direction to the City Attorney to engage the services of Hanson Bridgett LLP in order to receive an outside legal opinion regarding the harassment complaint submitted by Mayor Scott Roberson.

Hanson Bridgett LLP has agreed to conduct the above services, and has drafted the attached legal services agreement for approval by the Council. Hanson Bridgett LLP will begin working on the matter if and when the Council approves the attached agreement.

FISCAL IMPACT: Hanson Bridgett LLP has estimated that this project will take approximately 50-100 hours and cost approximately \$25,000-\$50,000 in fees.

RECOMMENDATION: Approve the Legal Services Agreement with Hanson Bridgett LLP to review and assess and provide a legal opinion regarding the harassment complaint submitted by Mayor Scott Roberson.

/s/
Megan Dodd, City Attorney

June 14, 2023
Date

June 9, 2023

VIA E-MAIL

Megan Dodd
Griswold Lasalle Cobb Dowd and Gin LLP
111 E. 7th Street
Hanford, CA 93230
dodd@griswoldlasalle.com

Re: Engagement Letter & Fee Agreement- City of Selma

Dear Ms. Dodd:

Thank you for the opportunity to represent City of Selma. This letter will confirm your engagement of Hanson Bridgett LLP to provide legal services regarding Administrative Investigation, Assessment, and Legal Opinion re Harassment Complaint. We look forward to working with City of Selma in pursuing these legal objectives. If we can assist you in other areas, please let me know.

I will be the attorney responsible for this matter along with Alfonso Estrada. Our billing rates are \$500 per hour. We will be assisted by Associate Alexa Galloway whose hourly rate is \$400.00. A list of the hourly rates for the attorneys, paralegals and legal research assistants assigned to this matter is available upon request. I will review your invoices for accuracy and maintain responsibility for the attorney-client relationship.

Our invoices contain a detailed narrative of the services rendered, together with the name of the attorney or paralegal involved, the time spent, and the amount charged. We recommend that you treat our invoices as confidential documents and safeguard them appropriately. In this matter, you have asked that invoices be directed to your attention.

The firm will waive a retainer fee for this matter. The City will be expected to pay all invoices up to that time as they are received.

Please refer to the attached Billing and Policy Summary for additional details regarding our representation, including an agreement to arbitrate disputes. Any additional matters we agree to handle for City of Selma will be governed by the terms of this letter agreement.

We realize there are many qualified firms to choose from and are pleased you have selected our firm to assist you with your matter. We care deeply about our clients and our goal since the firm's founding in 1958 has been to provide exceptional client service. We welcome City of Selma as a valued client and look forward to assisting in the achievement of its objectives. You can obtain more information about my background and our firm's services from our website, www.hansonbridgett.com.

Very truly yours,

Hanson Bridgett LLP

Sonia Salinas
Alfonso Estrada
Partner

Attachment

I have read and understand this Engagement Letter/Fee Agreement and the attached Billing and Policy Summary. I hereby confirm the engagement of Hanson Bridgett LLP to represent City of Selma in accordance with its terms.

City of Selma

By: Megan Dodd

Title: City Attorney

Date: _____

To facilitate your acceptance of the foregoing, you may simply reply to this e-mail message with "approved on behalf of City of Selma" and your name. We will consider your reply message to constitute your acceptance and agreement with the terms of this letter.

Billing and Policy Summary

1. **Billing Practices.** We have learned from experience that the attorney-client relationship works best when clients receive a full explanation at the outset about fees and payment terms. California law requires written fee agreements in many cases, and we have found that our clients prefer to have them even when not legally required. This “Billing and Policy Summary” sets forth the principles underlying our fees and other charges. Please review it and let me know if you have any questions about our billing policies. In addition, you should direct any future questions about our billing practices or any particular invoices to me.
2. **Fees.** Except as otherwise agreed with a client, we bill for our services on an hourly basis. We account for our time in tenth-of-an-hour increments, and calculate fees by applying hourly rates assigned to attorneys and other staff to the time spent on a matter. On occasion, we may utilize contract employees to assist in providing legal or paralegal services, working under our direct supervision. In such cases the client is billed at an appropriate hourly rate commensurate with that of our professional staff with equal experience and expertise. All billing rates are reviewed annually and may be adjusted periodically.
3. **Other Charges.** Depending on the matter, we may have to use various in-office support systems and outside services. Therefore, you may incur and be billed for costs in addition to professional fees, subject only to written policies regarding the billing of disbursements that a client may provide to us in advance of the engagement. Usually we bill such charges to a client’s account at the time they are incurred. Examples include photocopying, overnight delivery, messenger services, computer research, travel expenses, court filings, court reporting, data storage and expert witnesses. In some cases, we may request that a client pay the invoice of an outside vendor directly. These expenses are billed at the actual cost with no additional mark up to you. We reserve the right to make periodic adjustments to these charges.
4. **Fee Estimates.** From time to time, we may be asked to provide estimates of anticipated fees. Although we will make every effort to do so in a manner appropriate to the circumstances, these estimates may be subject to uncertainties beyond our control. Such estimates should not be viewed as a maximum or minimum fee quotation, unless we expressly confirm so in writing.
5. **Billing Procedures.** Ordinarily, we will bill clients on a monthly basis. Each invoice will separately state the amount of fees and costs. Unless otherwise specified, each represents fees and disbursements charged to the client through the end of the preceding month. The full amount of each invoice is due upon receipt by the client, irrespective of any eventual reimbursement of all or a portion of your fees and costs by a third party. Although we seek to include all fees and charges for a billing period, certain time and cost items from a billing period may not appear in the invoice for that period. Instead, they may be included in a later invoice. Matters such as probate, bankruptcy, and trust services and certain financial transactions may involve billing at specified times other than monthly, as mutually agreed upon by the client and the firm, or as required by the court.
6. **Payment Terms.** Payment is due upon presentation of the invoice, irrespective of any eventual reimbursement of all or a portion of your fees and costs by a third party. Invoices that remain unpaid after thirty (30) days from the invoice date are subject to a late payment charge of ten percent (10%) per year. Payments that are made “on account” and not identified with a specific invoice will be credited to outstanding invoices chronologically, first to costs and then to fees.

7. **Credit Report.** By executing this engagement letter, you agree that we have the right to obtain a consumer report from a recognized credit reporting agency. Should we choose to obtain such a report, it would be for the purposes of extending credit to you or to review or collect a past due account.

8. **Insurer's Role.** If you are insured for all or part of the costs of our representation, we will work with you to provide the insurer with the necessary information regarding the claim. However, insurers frequently assert, rightly or wrongly, that they are not obligated to pay for all fees and costs or to pay them on a current basis. For this reason, our fees and costs will be billed to you and payment will be due from you on a current basis, irrespective of any eventual reimbursement of a portion of your fees and costs by your insurer.

9. **Preservation of Electronic Information.** If your engagement includes a litigation matter, it is possible that it will involve electronic discovery. Under California and federal law, the obligation to provide discovery of electronic information carries with it the obligation to preserve such information. Failure to preserve all electronic and paper information that is later determined to be of potential importance to pending or threatened litigation can result in a range of sanctions, including, in extreme cases, the sanction of an adverse judgment. This evidence may also turn out to be critical to your ability to prove facts that support your position in the case, or disprove facts that the opposing party offers. Many electronic document storage systems contain programs that automatically overwrite or delete data. It is therefore important that you take appropriate steps to ensure that all information and electronic data that may be relevant is not lost, deleted, or destroyed. We will conduct an assessment of your electronic information systems. The assessment will include an initial evaluation and an in-depth identification of sources of relevant information. In the meantime, we recommend that normal document disposition policies, or automatic purging of electronic records, be suspended as to the matters at issue in any pending or threatened litigation until the matter is concluded. Please contact me for our additional fee schedule for assistance with collecting and processing electronically stored information as needed in your matter.

10. **Conflicts Review.** We have performed a computerized check of potential conflicts of interest that might have prevented us from providing representation in this matter. Based on information provided by you, as well as the information available in our files, we are not aware of any conflicts of interest at this time. If you later learn of any additional parties with an interest in this matter, you should notify us immediately so that we can be certain that they create no problem with this representation. We will conduct a similar search with respect to each new matter you may refer to the firm.

11. **Identity of Client.** Our engagement is with the person or entity to whom this letter is addressed. Unless otherwise agreed to in writing, we do not represent any parent, subsidiary, affiliate, directors, officers, or other related person or entity as a client. We do not regard a representation adverse to a parent, subsidiary, affiliate, director, officer, or other related person or entity as being adverse to you.

12. **Advance Waiver.** Given the scope of our firm wide business and client representations, it is possible that during or after the time we represent you, some of our present or future clients will ask us to represent them in disputes or transactions with or involving you which are substantially unrelated to our representation of you. We understand that you have no objection to our representation of parties with interests adverse to you, and that you consent to such representations and waive any actual or potential conflict of interest as long as those other engagements are not substantially related to our services to you. Accordingly, you agree that (i) we can in the future represent existing or new clients in any matter, including litigation or other

disputes, so long as the matter is not substantially related to our work for you, even if those other clients' interests are adverse to you in the other matter; (ii) we may obtain confidential information of interest to you in these other matters that we cannot share with you; and (iii) you waive any conflict of interest that might arise from any of these representations and will not seek to disqualify us in or assert a conflict of interest with respect to any of those representations.

We agree, however, that your consent to, and waiver of such representations shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in any such other matter by such client to your material disadvantage or potential material disadvantage.

Similarly, new lawyers frequently join our firm. These lawyers may have represented parties adverse to you while employed by other law firms or organizations. We assume, unless you notify us otherwise, and consistent with our ethical standards, that you have no objection to our continuing representation of you notwithstanding our lawyers' prior professional relationships, provided we timely implement an ethical screen consistent with our customary practices to prohibit those lawyers from participating in your matter and we provide you with written notice of our implementation of the ethical screen.

13. Cooperation. To perform our services effectively, we require the support of each client. You can assist us by keeping us fully informed as to facts and developments relevant to our representation of you and to each matter assigned. It is essential that each client (as well as any employees or representatives) provide us with accurate and complete information, including written materials when requested, and that each client make its personnel available to the extent required. Failure to assist in this way may affect our ability to represent a client adequately, and could result in our withdrawal as legal counsel.

14. No Warranty of Result. We cannot predict or represent that a particular result can be obtained within a specified time. We can make no promises or guarantees regarding the outcome of the matter or matters that are the subject of our services. We do not ordinarily undertake to keep clients informed about subsequent developments or changes in law once the matter in question has concluded. If you would like us to do so, please inform us in writing so that we can make the necessary arrangements to provide this service.

15. Return and Disposition of Files. After our services conclude, we will, upon your request, deliver to you the files that we created in providing representation to you, along with any funds or property of yours in our possession. If you do not request the files, we will retain them for a period of five years after the matter is closed. At the end of the five-year period, we will have no further obligation to retain the files.

16. Dispute Resolution. While we certainly do not anticipate conflict between us, in the event of any material dispute regarding the services provided or fees charged by the firm which cannot be settled amicably, we both agree that such dispute shall be submitted, as soon as practicable, to final and binding arbitration in San Francisco in accordance with the rules and procedures of JAMS Inc., a private mediation and arbitration facilitator. We further agree that the arbitration will be subject to the Federal Arbitration Act. Any dispute shall be strictly confidential between us and, except for our own representatives, will not be disclosed to any other person or entity. You have the right to consult with independent counsel before agreeing to this provision or signing this engagement letter.

17. Mandatory Fee Arbitration. Notwithstanding Section 16 above, in any dispute subject to the jurisdiction of the State of California over attorney's fees, charges, costs or expenses, you have the right to elect arbitration pursuant to the fee arbitration procedures of the State Bar of California, as set forth in California Business and Professions Code Sections 6200-6206. Arbitration pursuant to the State Bar procedures is non-binding unless the parties agree in writing, after the dispute has arisen, to be bound by the arbitration award. These procedures permit a court trial after arbitration, or a subsequent binding contractual arbitration if the parties have agreed to binding arbitration and either party rejects the award and requests a trial de novo within 30 days after the award is mailed to the parties. If, after receiving a notice of the client's right to arbitrate, you do not elect to proceed under the State Bar fee arbitration procedures, and file a request for fee arbitration within 30 days, any dispute over fees, charges, costs or expenses, any dispute, claim or controversy arising between us, will be resolved by binding arbitration as provided in Section 16 above.

18. Internal Firm Communications. In the course of your representation, it may become necessary for our lawyers to analyze or address their or the firm's professional duties or responsibility regarding an issue in your matter by consulting the firm's General Counsel. We believe that the ability of our lawyers to consult on such issues as needed benefits the firm and our clients and is part of our efforts to maintain our high standards of ethics and professionalism. You will not be charged for such consultations if they occur. It is possible that a conflict of interest might be deemed to exist as between our lawyers and the firm on the one hand and you or your company on the other hand, arising out of these communications. As a condition of this engagement, you consent to waive any claim of conflict of interest that might be deemed to arise out of any such communications. You further agree and acknowledge that these are our attorney-client communications protected from disclosure to you or anyone else and that you will not seek to discover or inquire into them and may not be advised that they are occurring. Before agreeing to this waiver, we encourage you to seek independent counsel regarding the import of this consent. Of course, nothing in the foregoing shall diminish or otherwise affect our obligations to keep you informed of all material developments in your representation, including any conclusions arising out of such internal communications to the extent that they affect your interests. Your execution of our Engagement Letter confirms your agreement to this provision.

19. Termination. Clients may terminate our legal services at any time effective upon delivery of written notice to the firm. In this event, we will be entitled to receive all fees and costs incurred up to the date of termination. Unless we specifically agree to do so, we will provide no further services and advance no further costs on the matter after we receive notice of termination. Our right to terminate services to a client is subject to certain Rules of Professional Conduct that (a) require us to take reasonable steps to avoid foreseeable prejudice to the client from our withdrawal, and (b) establish standards for mandatory and permissive withdrawal under certain circumstances. Failure by a client to pay our bills in full, and on a timely basis, can constitute adequate grounds for us to withdraw. If we are attorney of record in any proceeding at the time we receive a termination notice, you will be required to execute and return a Substitution of Attorney consent immediately upon receipt, regardless of who initiates the termination.

20. Miscellaneous. From time to time, and consistent with our obligation to maintain your confidences, we may wish to reference our representation of you on our website, in attorney biographies, on matter lists, or in descriptions of our practice areas. We assume you have no objection to such use. We may send you emails with information about our firm, services, legal developments and upcoming events. If at any time you no longer wish to receive marketing communications from us, you may unsubscribe by clicking a link at the bottom of each

marketing email which enables you to opt out of our mailing lists. Except as provided in Section 16, our agreement will be governed by California law.

21. Use of Email and Electronic Collaboration Tools. During the course of our work together, we may exchange emails, documents, and other materials over the Internet using commercially available communication and collaboration tools or platforms. Hanson Bridgett uses certain preferred communication and collaboration tools and platforms, and we understand that clients may ask us to use other Internet-based tools or platforms (such as Dropbox, Box or Google Drive) to share documents and other materials with us. Information sent or received over the Internet using any of these communication and collaboration tools or platforms may not be secure, and using them may place your confidences and privileges at risk. While we believe that the efficiencies involved in the use of these products or platforms outweigh the risk of accidental disclosure, we cannot guarantee the security or confidentiality of any such communication or collaboration products or platforms.

22. Entire Agreement; Notice. This attached letter and this Billing and Policy Summary represent our entire agreement, which will be effective on the date of your signature. It supersedes all prior agreements, statements, or guarantees made before this time. Any notice from you amending, supplementing or superseding the terms of the attached letter and this Billing and Policy Summary will be effective only if approved by our duly authorized representative, and our agreement is memorialized in a writing signed by both parties. To signify your agreement with the terms of this letter, please sign the original and retain it for your files. Please sign a copy of the letter and return it to us for our files. You may also affix an electronic signature indicating your intent to sign this letter and return a copy to us electronically. If mailed, I am enclosing a pre-addressed envelope for your convenience. Of course, you have the right to seek the opinion of independent legal counsel or any other advisors, if you wish to do so, in order to determine whether each and every aspect of this agreement is in your best interests and is acceptable as drafted.

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

June 19, 2023

ITEM NO: 9.

SUBJECT: Consideration of a Purchase and Sale Agreement between the City of Selma and Michael and Kathryn McKenry, Joe and Mary Beth McKenry, and Kathryn Hanlon and Dennis McKenry and authorize the City Manager or designee to execute all documents and take all actions necessary to complete the purchase

BACKGROUND: The City Council authorized an offer to the McKenrys for the purchase of a 5-acre property located at McCall Avenue and Nelson Boulevard for 1.5 million dollars. The McKenrys have accepted the City's offer, contingent on the City paying for all title and closing costs.

DISCUSSION:

No specific plans have been developed for the property, however, the property is suitable for various future city facilities that are part of the City's Capital Improvement Program.

FISCAL IMPACT: \$1,500,000.00 from the General Fund balance.

RECOMMENDATION: Staff recommends that Council approve the Purchase and Sale Agreement between the City of Selma and Michael and Kathryn McKenry, Joe and Mary Beth McKenry, and Kathryn Hanlon and Dennis McKenry and authorize the City Manager or designee to execute all documents and take all actions necessary to complete the purchase.

_____/s/_____
Megan Dodd
City Attorney

June 9, 2023
Date

_____/s/_____
Fernando Santillan
City Manager

June 9, 2023
Date

PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

This PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (“**Agreement**”) is made and entered into this ____ day of May, 2023 (“**Effective Date**”), by and between Michael and Kathryn McKenry (5/8 interest), Joe and Mary Beth McKenry (1/8 interest), Kathryn Hanlon (1/8 interest), and Dennis McKenry (1/8 interest) (collectively “**Seller**”), and the CITY OF SELMA, a municipal corporation (“**Buyer**”). Seller and Buyer are sometimes collectively referred to herein as the “**Parties**” and singularly as a “**Party**.” This Agreement is made with reference to the following facts:

RECITALS

Seller wishes to sell and Buyer wishes to purchase property located at McCall Avenue and Nelson Boulevard, Selma, CA 93662, described as Assessor’s Parcel Number 358-080-79 (“**Property**”). The Property is more particularly described in Exhibit “A,” which is attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Purchase and Sale.**

(a) Subject to all of the terms, conditions and provisions of this Agreement and for the consideration set forth herein, Seller agrees to sell to Buyer and Buyer agrees to buy the Property at Closing (defined below), as defined in this Agreement.

(b) The sale and purchase of the Property shall be consummated by means of an escrow (“**Escrow**”) opened at the offices of Chicago Title Company (“**Escrow Holder**”), Attn: Diane Urias, Escrow Officer, located at 1398 Draper Street, Kingsburg, CA 93631, (559) 897-1401. This Agreement shall constitute the instructions for Escrow upon acceptance by Escrow Holder. The Parties shall also execute such additional escrow instructions as may be required by the Escrow Holder, but the same shall be consistent with this Agreement and not modify the terms hereof unless specifically approved by the Parties, such approval to be given or withheld in its sole discretion.

2. **Purchase Price.** The purchase price for the Property shall be One Million Five Hundred Thousand Dollars and Zero Cents (\$1,500,000.00) (“**Purchase Price**”). The Purchase Price shall be paid in full on the Closing Date, as defined below in Section 22 of this Agreement.

3. **Payment of Purchase Price.** The Purchase Price shall be paid as follows:

(a) Upon execution of this Agreement by both Parties, Buyer shall deposit \$15,000.00 (“**Deposit**”) with Escrow Holder.

(b) At least one (1) business day before Closing, Buyer shall deposit the balance of the Purchase Price with Escrow Holder, in cash, by wire transfer or other immediately available funds.

4. Liquidated Damages.

LIQUIDATED DAMAGES UPON BUYER'S DEFAULT. IF ESCROW FAILS TO CLOSE BY THE SCHEDULED CLOSING DATE SET FORTH IN SECTION 22 OF THIS AGREEMENT AS A RESULT OF BUYER'S DEFAULT IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, THE DEPOSIT SHALL BE RETAINED BY SELLER AS LIQUIDATED DAMAGES AND AS SELLER'S EXCLUSIVE REMEDY AGAINST BUYER, AT LAW OR IN EQUITY OR OTHERWISE. RETENTION OF SUCH FUNDS BY SELLER AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT INSTEAD, IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO SECTIONS 1671, 1676 AND 1677 OF THE CALIFORNIA CIVIL CODE. BECAUSE OF THE SPECIAL NATURE OF THE NEGOTIATIONS THAT PRECEDED ACCEPTANCE BY SELLER OF BUYER'S OFFER TO ACQUIRE THE PROPERTY, THE PARTIES ACKNOWLEDGE THAT THE ACTUAL DAMAGE THAT WOULD RESULT TO SELLER AS A RESULT OF SUCH FAILURE WOULD BE EXTREMELY DIFFICULT TO ESTABLISH. IN ADDITION, BUYER DESIRES TO LIMIT ITS POTENTIAL LIABILITY TO SELLER IN THE EVENT THAT THIS TRANSACTION SHALL FAIL TO CLOSE. BY SEPARATELY INITIALING BELOW, THE PARTIES

HEREBY ACKNOWLEDGE THEIR AGREEMENT CONCERNING LIQUIDATED DAMAGES:

Seller Initials Seller Initials Seller Initials Seller Initials Seller Initials Seller Initials

Buyer Initials

5. Condition of Title to the Property. Seller shall convey fee title to the Property to Buyer, subject to those encumbrances, contracts, agreements, rights, easements, and rights-of-way as set forth in a preliminary report of title to the Property to be prepared by Escrow Holder ("**Title Report**") and approved by Buyer in accordance with the provisions of this Section 5. The Title Report shall be prepared by Escrow Holder and delivered to the Seller and Buyer promptly after the opening of Escrow. Upon receipt of the Title Report, and each document shown as an exception or encumbrance in the Title Report, Buyer shall have ten (10) calendar days within which to notify Seller and Escrow Holder in writing of any exceptions to title shown therein that Buyer disapproves ("**Objectable Exceptions**"), plus any endorsements to title Buyer requires

for the subject title policy. If Buyer notifies Seller and Escrow Holder of one (1) or more Objectionable Exceptions, Seller shall have fifteen (15) business days from receipt of such written notice to (i) remove the Objectionable Exception(s), or (ii) refuse to remove the Objectionable Exception(s), in which case Buyer may elect to waive its objection(s) and consummate this transaction, or terminate this Agreement and receive a refund of the Deposit, whereupon neither Party shall have any further obligations under this Agreement. Buyer's failure to provide Seller and Escrow Holder with written notice of Objectionable Exceptions within said ten (10) calendar day period shall constitute Buyer's approval of the Title Report and all exceptions shown therein (collectively "**Permitted Exceptions**"). After Buyer's approval of the Title Report, Seller shall not allow, cause, or permit any additional exceptions to the condition of title to occur without Buyer's approval, other than ongoing real property taxes and assessments already of record, but is not delinquent.

6. Title Insurance. At the Closing, and as a condition to Buyer's obligation to purchase and Seller's obligation to sell the Property, Escrow Holder shall commit to issue its standard ALTA Policy of Title Insurance (provided, however, Buyer may elect to obtain endorsements if Buyer so notifies Escrow Holder prior to the Closing and such election does not delay the close of Escrow) showing title to the Property vested in Buyer, subject only to the Permitted Exceptions as determined in accordance with Section 5 of this Agreement ("**Title Policy**"). The premium for the Title Policy shall be paid as set forth in Section 20 of this Agreement, provided that if Buyer elects to obtain endorsements to such coverage, it shall pay the additional cost associated with the endorsements.

7. Feasibility Period.

(a) Buyer shall have sixty (60) calendar days from the Effective Date ("**Feasibility Period**") to undertake, at Buyer's expense: (i) an inspection of the Property; (ii) a review of the physical condition of the Property, including (but not limited to), inspection and examination of soils, environmental factors, hazardous substances regulated by government agencies, and other information relating to the Property; (iii) a review and investigation of the effect of any zoning, maps, permits, reports, engineering data, regulations, ordinances and law affecting the Property; and (iv) any other due diligence efforts that Buyer finds appropriate. Seller shall reasonably cooperate with Buyer and Buyer's agents in providing documents in Seller's possession and access to the Property relevant to Buyer's inspection.

(b) If Buyer, in its sole and absolute discretion, and for any reason disapproves the results of any aspect of Buyer's inspection and review, Buyer shall give Seller, prior to 5:00 p.m. on the last day of the Feasibility Period, notice of disapproval and termination of this Agreement ("**Disapproval Notice**"). If Buyer fails to give Seller the Disapproval Notice prior to 5:00 p.m. on the last day of the Feasibility Period, Buyer shall be deemed to have approved the results of its inspection and review of the Property. If the transaction is disapproved by Buyer, all parties hereto shall be relieved of all further obligations or liabilities hereunder except as is otherwise specifically provided in this Section 7(b) and in Section 7(c) immediately following. If Escrow terminates pursuant to this Section 7(b), the Deposit will be released by Escrow Holder to Buyer, and Buyer will provide to Seller at no charge, upon cancellation of

Escrow, all reports and material regarding the Property that Buyer generates or are generated on Buyer's behalf.

(c) Buyer shall, prior to Closing, indemnify, defend, and hold Seller and Seller's representatives and agents harmless from and against any and all loss, cost, damage, expense, claim or liability, including personal injury, loss of life and/or property damage resulting from the acts or omissions of Buyer or its representatives, employees, contractors, or agents in performing any inspection and/or testing activity on or about the Property. Buyer shall promptly pay all costs, fees and expenses incurred as a result of or associated with such inspection work done or caused to be done on the Property by Buyer as permitted by this Section 7. Buyer shall keep the Property free from any and all mechanics or similar liens or charges resulting from Buyer's inspection work.

8. Condition of Property. Except for representations made in writing by the Seller prior to the Closing Date, and except as specifically set forth in the Agreement:

(a) Buyer expressly acknowledges that Buyer is buying the Property in an "AS IS AND WHERE AS" condition, and that it has not relied on any warranties, promises, understandings or representations, express or implied, of Seller or any employee, agent or representative of Seller, or any document relating to the Property, except as are specifically set forth in this Agreement or made in writing by Seller prior to the Closing Date. Buyer further acknowledges that any and all feasibility or market reports, environmental assessments, engineering studies and other information of any type that Buyer has received or may receive from Seller or its agents are furnished on the express condition that Buyer shall make an independent verification of the accuracy of any and all such information, all such information being furnished without any warranty whatsoever.

(b) Buyer acknowledges and agrees that except as specifically set forth in this Agreement or made in writing by Seller prior to the Closing Date neither Seller nor any employee, agent or representative of Seller has made any representation or warranty to Buyer concerning the Property, including, without limitation, the suitability of the Property for Buyer's intended use or its compliance with any statutes, ordinances, rules or regulations. Buyer shall perform and rely solely upon its own independent investigation concerning the Property and the Property's compliance with any applicable law. Buyer acknowledges that it is acquiring the Property subject to all existing laws, ordinances, rules and regulations, and except as specifically set forth in this Agreement, neither Seller nor any of Seller's representatives, agents or employees have made any warranties, representations or statements regarding any laws, ordinances, rules and regulations of any governmental or quasi-governmental body, entity, district or agency having authority with respect to the use, condition or occupancy of the Property.

(c) Buyer shall perform and rely solely upon its own investigation concerning Buyer's intended use of the Property, the Property's fitness therefor, and the permissibility of such intended use under applicable statutes, ordinances, rules and regulations.

9. Existing Surveys and Reports. Within ten (10) calendar days of the Effective Date, Seller shall furnish Buyer with copies of all existing surveys, soil reports, engineering studies, environmental audits or reports, site plans, and all other information and documents in Seller's possession pertaining to the Property.

10. Covenants, Warranties and Representations of Seller. Seller hereby makes the following covenants, representations, and warranties:

(a) Seller's execution of this Agreement and performance of its obligations hereunder will not violate any agreement, option, covenant, condition, obligation or undertaking of Seller or which is in any way related to the Property.

(b) Seller is not a "foreign person" as defined in Section 1445(f) of the Internal Revenue Code of 1986, as amended. At the Closing, Seller shall provide Buyer an Affidavit of Non-Foreign Status made under penalty of perjury, if required by Escrow Holder.

(c) Except as otherwise disclosed herein or in the Title Report, there are no liens on title or actions, suits, or proceedings of any kind or nature whatsoever, legal or equitable, pending or to the best of Seller's actual knowledge, threatened against Seller or the Property, and relating to or arising out of the ownership, management, or operation of the Property, in any court or before any federal, state, county or municipal department, commission, board, bureau, agency, or other governmental instrumentality.

(d) The Property is not subject to any third party leases or other use rights, with the exception of those rights, if any, which may be reflected in the Title Report or which are disclosed in writing by Seller to Buyer.

(e) Seller will not market the Property for sale or disposition to any other party while this Agreement is in effect.

(f) The Property currently is in compliance in all respects with the rules, regulations, ordinances and laws of all governmental authorities having jurisdiction over the Property to the best of Seller's actual knowledge.

(g) To the best of Seller's actual knowledge, there are no underground storage tanks located anywhere on the Property.

(h) To the best of Seller's actual current knowledge, there has been no "release", as defined in 42 U.S.C. Sec. 960 1(22) or, to the actual knowledge of Seller, threat of a "release" of any hazardous waste or substance (as such term is used in applicable environmental laws) on, from or under the Property.

(i) To the best of Seller's actual knowledge, neither Seller nor any of Seller's officers, agents or employees has received any notice that Seller has any potential liability with respect to the clean-up of the Property or of any other site to which hazardous wastes or substances taken from the Property may have been transported, and there are no past or present

(or, to the actual knowledge of Seller, future) events, conditions or circumstances which may interfere with or prevent Buyer from using, occupying, and/or otherwise enjoying the Property or which would result in the Buyer incurring any liability with regard to any environmental laws or which would or may give rise to any common law or other legal liability on the part of Buyer based on or related to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling, or the emission, discharge, release or threatened release into the environment of hazardous substances or hazardous wastes, which are regulated by federal or state law, by Seller or as a result of any act or omission of Seller.

(j) Seller shall notify Buyer immediately if Seller becomes aware of any new information or material change concerning the Property that affects the representations and warranties of Seller under this Agreement.

(k) Seller is the sole owner of the Property and has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby.

(l) No party has a right of first refusal, rights of first offer or options to purchase in any part relating to the Property.

(m) All requisite action has been taken by Seller in connection with entering into this Agreement, the instruments referenced herein, and the consummation of the transaction contemplated hereby. No consent of any trustee, settlor, trustor, beneficiary, judicial or administrative body, governmental authority or other party is required.

(n) The individuals executing this Agreement and the instruments referenced herein on behalf of Seller have the legal power, right, and actual authority to bind the Seller to the terms and conditions hereof.

Seller shall indemnify, defend and hold Buyer harmless from and against all liability, loss, costs, damages, claims and expenses (including reasonable attorney's fees) arising out of or in connection with the breach by Seller of any of the covenants and representations set forth in subsections (a) through (n) of this Section 10, all of which shall survive the Closing and be deemed to have been remade upon Closing. A condition that is contrary to a statement above and which is not within Seller's actual current knowledge shall not constitute a breach by Seller.

11. Covenants, Warranties and Representations of Buyer. Buyer hereby makes the following covenants, representations, and warranties:

(a) Buyer has the authority to enter into this Agreement, purchase the Property, and to otherwise perform as set forth herein. The person executing this Agreement on behalf of Buyer has the full legal authority and is duly authorized to sign this Agreement on behalf of Buyer and to bind Buyer to all of the terms and conditions of this Agreement.

(b) Buyer's execution of this Agreement and performance of its obligations hereunder will not violate any agreement, option, covenant, condition, obligation or undertaking of Buyer.

(c) There are no actions, suits, or proceedings of any kind or nature whatsoever, legal or equitable, pending or, to the best of Buyer's knowledge, threatened against Buyer, in any court or before or by any federal, state, county or municipal department, commission, board, bureau, agency, or other governmental instrumentality seeking to challenge Buyer's ability to purchase the Property.

12. Survival of Warranties. The satisfaction, truth, accuracy, and completeness of each of the representations, warranties and covenants of Buyer and Seller contained in this Agreement, as of the date hereof and as of Closing, shall constitute a condition precedent to the obligations of Seller and Buyer, respectively, hereunder. All representations, warranties, covenants, obligations, responsibilities, and agreements set forth herein shall survive Closing, and Seller and Buyer each agree to indemnify, defend, and hold the other harmless from any claim, demand, liability, loss or cost (including without limitation, reasonable attorneys' fees and costs) which the other may sustain arising out of any breach of any provision of this Section 12.

13. Brokerage Commissions. Buyer and Seller each represents and warrants to the other that they have not engaged the services of any real estate broker, salesperson, agent, or finder, nor done any other act nor made any statement, promise or undertaking which would result in the imposition of liability for the payment of any real estate brokerage commission, finder's fee or otherwise in connection with the transaction described in this Agreement. In the event that any person or entity perfects a claim for a brokerage commission, finder's fee or otherwise, based upon any agreement, statement or act, the Party through whom such person or entity makes such claim shall be responsible therefor and shall defend, indemnify, and hold the other Party and the Property harmless from and against such claim and all loss, costs and expense associated therewith, including attorneys' fees.

14. Conditions Precedent to Seller's Obligations to Perform. Seller's obligation to perform as set forth herein is hereby expressly conditioned on satisfaction of each and every of the following conditions precedent:

(a) Buyer shall have timely performed each of the acts to be performed by it hereunder.

(b) Each of Buyer's representations and warranties set forth herein shall be true at Closing as if affirmatively made at that time.

(c) Buyer shall not have timely exercised any right set forth in this Agreement to cancel Escrow or terminate this Agreement.

15. Conditions Precedent to Buyer's Obligations to Perform. Buyer's obligation to perform as set forth herein is hereby expressly conditioned on satisfaction of each and every of the following conditions precedent:

(a) Seller shall have timely performed each of the acts to be performed by it hereunder.

(b) Each of Seller's representations and warranties set forth herein shall be true at Closing as if affirmatively made at that time.

(c) Seller shall not have timely exercised any right set forth in this Agreement to cancel Escrow or terminate this Agreement.

(d) Escrow Holder is committed to issue the Title Policy as set forth above in Section 6.

(e) Seller has satisfied all legal requirements for the sale of the Property in order to grant clear title to Buyer, subject to those conditions and Permitted Exceptions approved by Buyer.

16. Establishment of Escrow. Upon execution of this Agreement by the Parties, a duplicate of this Agreement shall be deposited with Escrow Holder. The general provisions of Escrow Holder's escrow instructions shall not impose any additional obligations or liabilities on the Parties. If any of the general provisions conflict with the provisions of this Agreement, the provisions of this Agreement shall control.

17. Deposits into Escrow. The Parties shall make the following deposits into Escrow at or prior to Closing:

(a) Seller shall deposit an executed and acknowledged original Grant Deed conveying good and marketable title to the Property, subject to all Permitted Exceptions.

(b) Buyer shall deposit all funds when and as required hereby (including without limitation the Purchase Price and all amounts necessary to pay Buyer's share of the closing costs), and such other amounts as Buyer has agreed to pay under this Agreement, or as required by Escrow Holder.

(c) Both Parties shall execute and deliver such additional documents as Escrow Holder reasonably may deem necessary in order to effectuate the transaction set forth in this Agreement and to close Escrow.

18. Prorations. Escrow Holder shall prorate the following items, as of the Closing, using a three hundred sixty-five (365) day year: all real and personal property taxes and all other charges or assessments relating to the Property using the latest tax bills. Seller shall pay any supplemental taxes assessed against the Property prior to the Closing. Buyer shall pay any supplemental taxes assessed pursuant to Chapter 3.5 (Section 75) of the California Revenue and Taxation Code resulting from the sale of the Property to Buyer.

19. Title Insurance. At Closing, Escrow Holder shall issue, effective as of that date, the Title Policy described in Section 6 of this Agreement.

20. Costs and Expenses. Closing costs shall be borne by the Parties as follows:

(a) The Title Policy (and endorsements, if any) premiums shall be paid by Buyer;

(b) Documentary transfer taxes and costs of preparing and recording the Grant Deed shall be paid by Buyer; and

(c) All Escrow fees shall be paid by Buyer.

All other costs of closing Escrow, including, without limitation, filing fees, other recording fees and otherwise, shall be shared by the Parties equally. Each Party shall bear its own legal fees and costs. Buyer shall deposit additional funds into Escrow in an amount equal to its share of the closing costs as determined by Escrow Holder. Escrow Holder is hereby authorized to withhold Seller's share of the closing costs from funds otherwise distributable to Seller.

21. Closing Date. Unless otherwise extended by the Parties in writing or as specified herein, the closing of Escrow for the Property shall occur on or before the fifth (5th) business day following the expiration of the Feasibility Period, subject to the prior satisfaction (or waiver) of the conditions precedent to the Closing identified in Sections 14 and 15 of this Agreement ("**Closing**"). The date on which Closing occurs is referred to herein as "**Closing Date**." If Escrow is not in a condition to close by the Closing Date, Escrow Holder, except as otherwise provided herein, shall cancel Escrow upon receipt of written notice from both Parties of such cancellation; provided, however, if Escrow is not in a condition to close by the Closing Date due to the failure of only one Party to perform, and such failure to perform constitutes a default under this Agreement, and the other Party has fully performed all of the obligations required of it in order to close Escrow, only the performing Party shall be entitled to provide Escrow Holder with written notice of cancellation. In the absence of any written notice of cancellation, Escrow Holder shall proceed to close Escrow as soon as possible.

22. Procedure for Closing. Escrow Holder shall close Escrow by doing the following:

(a) Pay from funds deposited by Buyer all claims, demands and liens necessary to place title to the Property in the condition set forth in Section 5 of this Agreement;

(b) Pay Seller's share of the closing costs from funds otherwise distributable to Seller;

(c) Pay from funds deposited by Buyer (other than the Purchase Price), Buyer's share of closing costs;

(d) Prorate real and personal property taxes and all other charges or assessments as set forth in Section 18 of this Agreement;

(e) Record Seller's Grant Deed in the Official Records of Fresno County and direct the County Recorder to affix the transfer tax after recording, return the recorded Grant Deed to Buyer with a conformed copy to Seller, and file Buyer's preliminary change of ownership report in Fresno County, as appropriate;

(f) Unless otherwise instructed by Seller, unilaterally deliver the remaining funds held in Escrow, less payments authorized hereunder, to Seller; and

23. Failure to Close. If Escrow shall fail to close as a result of Buyer's breach of any of its obligations hereunder, then, in accordance with the provisions of Section 3 hereinabove, upon demand of Seller, Escrow Holder shall terminate Escrow, immediately deliver the Deposit, and all documents that Seller previously deposited into Escrow (collectively "**Seller's Documents**") to Seller, deliver Buyer's preliminary change of ownership report and all documents that Buyer previously deposited into Escrow (collectively, "**Buyer's Documents**") to Buyer, and charge Buyer for any cancellation charges. If Escrow shall fail to close as a result of Seller's breach of any of its obligations hereunder, or upon Buyer's election to terminate in accordance with the provisions of this Agreement, then upon demand of Buyer, Escrow Holder shall terminate Escrow, immediately cause to be delivered the Deposit and Buyer's Documents to Buyer, deliver Seller's Documents to Seller, deliver Buyer's preliminary change of ownership report to Buyer, and charge Seller for any cancellation charges. If Escrow fails to close through no fault of either Buyer or Seller, upon the demand of either Party, Escrow Holder shall return Buyer's preliminary change of ownership report and Buyer's Documents to Buyer, return Seller's Documents to Seller, return the entire Deposit to Buyer, and cancel Escrow, with all cancellation charges to be borne equally by Buyer and Seller.

24. Attorneys' Fees. Subject to Section 3 of this Agreement, in the event of any action between Buyer and Seller seeking enforcement of any of the terms and conditions of this Agreement, or in connection with the Property, the prevailing Party in such action shall be awarded, in addition to damages, injunctive or other relief, its reasonable costs and expenses, including, but not limited to, reasonable attorneys' fees. Seller and Buyer agree that any such action shall be venued in Fresno County, California or in the Federal District Court in Fresno, California.

25. Indemnification of Escrow Holder. Escrow Holder shall be indemnified and held harmless by Buyer and Seller against any and all costs, damages, attorneys' fees, expenses and liabilities which it incurs or sustains in connection with Escrow, except for such items as may be caused by Escrow Holder's misconduct or negligence.

26. Notice. 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 five (5) business days after being mailed by registered or certified mail, with return receipt requested, properly addressed to the Party to receive notice as follows:

To Buyer: Fernando Santillan
 CITY OF SELMA
 1710 Tucker St.
 Selma, CA 93662

To Seller (simultaneously to both):

Mike McKenry
2405 Country Club Ln.
Selma, CA 93662

Justin T. Campagne
Campagne & Campagne
1685 N. Helm Avenue
Fresno, CA 93727

27. Sole and Only Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the matters set forth herein and contains all of the covenants and agreements between the Parties regarding said matters. Except as is otherwise provided herein, each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any Party or anyone acting on behalf of any Party which are not embodied in this Agreement and no other agreement, statement or promise shall be valid or binding.

28. Successors and Assigns. The covenants and agreements contained in this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties.

29. Further Action. The Parties agree to perform all further acts, and to execute, acknowledge, and deliver any documents that may be reasonably necessary, appropriate or desirable to carry out the purposes of this Agreement.

30. Waiver. A waiver of any breach of this Agreement by any Party shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or any other provision of this Agreement.

31. Choice of Laws. This Agreement shall be governed by the laws of the State of California and any question arising hereunder shall be construed or determined according to such law.

32. Headings. Headings at the beginning of each numbered Section of this Agreement are solely for the convenience of the Parties and are not a part of this Agreement.

33. Survival. All of the provisions of this Agreement shall survive the Closing and shall remain binding upon the Parties.

34. Time. Time is of the essence, it being understood that each date set forth herein, particularly the Closing, and the obligations of the Parties to be satisfied by such dates have been the subject of specific negotiations by the Parties.

35. Counterparts. This Agreement may be signed by the Parties in different counterparts and the signature pages combined to create a document binding on all Parties.

36. Construction. The Parties acknowledge that each Party and its counsel or other representatives have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement and any amendments or exhibits hereto.

37. Execution in Counterpart. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates identified below.

SELLER

Dated: _____, 2023

JOE MCKENRY

Dated: _____, 2023

MARY BETH McKENRY

Dated: _____, 2023

MICHAEL McKENRY

Dated: _____, 2023

KATHRYN McKENRY

Dated: _____, 2023

DENNIS McKENRY

Dated: _____, 2023

KATHRYN HANLON

BUYER

CITY OF SELMA

Dated: _____, 2023

By: _____
SCOTT ROBERTSON
Mayor

EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION

APN: 358-080-79

Parcel 1 of Parcel Map No. 55, according to the map thereof recorded in Book 41 of Parcel Maps at Page 25, Fresno County Records.

EXCEPTING therefrom that portion described as follows:

Beginning at the Northeast corner of said Parcel 1; thence North 89° 35' 30" West, along the North line of said Parcel 1, a distance of 55 00 feet; thence South 44° 47' 43" East, a distance of 42.58 feet to a point 25.00 feet West of the East line of said Parcel 1; thence South 00° 00' 01" East, parallel with and 25.00 feet West of the East line of said Parcel 1, a distance of 392.59 feet to a point on the South line of said Parcel 1; thence South 81° 49' 12" East along said South line, a distance of 25.26 feet to the Southeast corner of said Parcel 1; thence North 00° 00' 01" West along the East line of said Parcel 1, a distance of 426.01 feet to the Point of Beginning.

Subject to: all recorded and unrecorded easements, rights of way, rights of use, sewer lines, water lines, power lines, telephone and other cable lines, storm sewer lines, gas lines, utility lines, ownership interests of other owners.

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

June 19, 2023

ITEM NO: 10.

SUBJECT: Consideration of a Resolution approving the preliminary Engineer's Report, declaring intention to levy and collect the annual assessment for services rendered in the Landscaping and Lighting Maintenance District No. 1, and providing notice of public hearing on the proposed assessments

BACKGROUND: The City established a Landscaping and Lighting Maintenance District No. 1 ("LLMD") in 1984. The purpose of the district is to pay for landscaping, lighting, and other improvements or services within an identified public area.

DISCUSSION: In order to collect funds to pay for these services, the City files to the County Teeter program for the collection of LLMD assessments via property taxes annually. Within the district, individual zones are established to create "zones of benefit" for the identified services to be provided. Currently, there are 10 zones throughout the city. Their names and rates are as follows:

• Zone 1-Nelson East	105.28	• Zone 6-Blossom Ranch	106.84
• Zone 2-Nelson West	123.34	• Zone 7-Sundance	58.94
• Zone 3-Dinuba-Thompson	93.88	• Zone 8-Rosewood Estates	122.54
• Zone 4-Dancer Meadows	120.86	• Zone 9-Vineyard Estates	8.68
• Zone 5-Suncrest	129.74	• Zone 10-Royal County Estates	190.12

Within these zones, there are a total of 1,989 parcels. Under State law, in order to levy the assessment for services, the City Engineer is required to prepare a report identifies the following information for each zone of benefit:

1. The plans and specifications for the improvements,
2. The estimate of the costs of the improvements,
3. A diagram for the LLMD,
4. An assessment of the estimated maintenance, utility, and incidental costs associated with the improvements.

The assessment for each zone is calculated using the information set forth in the Engineer's Report. This Report is completed each year and adopted.

For the fiscal year 2023-2024, there will be no cost increase for any zone. The total assessment amount to be collected through the tax roll is \$207,030.76.

After adopting the preliminary Engineer's Report, State law requires the city to hold a public hearing to consider any protests regarding the proposed assessments. Staff is recommending that the city conduct the public hearing at its regular meeting on August 7, 2023. Prior to the

FISCAL IMPACT: There is no fiscal impact to the City.

/s/ June 9, 2023
David Horn Date
City Engineer

<u>/s/</u>	<u>June 9, 2023</u>
Jerome Keene	Date
Deputy City Manager	

<u>/s/</u>	<u>June 9, 2023</u>
Fernando Santillan	Date
City Manager	

RESOLUTION NO. 2023-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA APPROVING THE PRELIMINARY ENGINEER'S REPORT,
DECLARING INTENTION TO LEVY AND COLLECT THE ANNUAL
ASSESSMENT FOR SERVICES RENDERED IN THE LANDSCAPING AND
LIGHTING MAINTENANCE DISTRICT No. 1, AND PROVIDING NOTICE OF
PUBLIC HEARING ON THE PROPOSED ASSESSEMENTS**

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, the City Engineer has prepared a CITY ENGINEER'S REPORT ("Report") on Landscaping and Lighting Maintenance District No.1 in the City, a copy of which is on file with the City Clerk, and which has been presented to the City Council; and,

WHEREAS it is necessary that City Council adopt a resolution of intention pursuant to Section 22624 of the Streets and Highways Code, approve the preliminary Report, and provide notice of the time and place of a public hearing on the Report and the proposed assessments within the District for Fiscal Year 2023-2024; and,

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 Report contains all matters required under the Streets and Highways Code.
3. The City Council declares that it intends to levy assessments on all parcels of assessable land within the LLMD for Fiscal Year 2023-24, as set forth in the Report. Those assessments will be collected at the same time and in the same manner as County taxes are collected.
4. The existing and proposed improvements for the LLMD are as follows:

Landscaping generally including, but not limited to, trees, bushes, plants, turf; irrigation systems including electrical meters; hardscapes; entry features and subdivision monuments; block walls and fences; and appurtenant improvements as required to provide an aesthetically pleasing environment throughout the District.

Street lighting generally including, but not limited to, poles, fixtures, bulbs, conduits, pull boxes, equipment, including guys, anchors, posts, pedestals and metering devices, and appurtenant improvements, as required to provide safe lighting within the boundaries of the District.

Detention basin maintenance generally includes graded slopes, fencing, outlet and overflow structures, and the detention basin itself.

5. The distinctive designation of the LLMD is the Landscaping and Lighting Maintenance District No. 1, the general location of the LLMD is as set forth in the Report.
6. The Report, which is on file with the City Clerk, and has been presented to the City Council at the meeting in which this Resolution is adopted, is approved. Reference is hereby made to the Report for a full and detailed description of the improvements, the boundaries of the LLMD, the zones therein, and the proposed assessments for Fiscal Year 2023-2024.
7. There is no change in assessment for any zone.
8. Notice is hereby given that on August 7, 2023, at 6:00 p.m., or as soon thereafter as the matter may be heard, in the City Council Chambers of the City of Selma, at 1710 Tucker Street, Selma, California, at a regular meeting of the City Council, a public hearing will be held on the Report and the assessments to be levied within the LLMD for Fiscal Year 2022-2023. Any interested person may file a written protest with the City Clerk prior to the conclusion of the hearing, in which the protester must state all grounds of objection and describe the property within the LLMD owned by such person.
9. **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.
10. **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 19th day of June 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

CITY OF SELMA

LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT No. 1 FISCAL YEAR 2023-24



Scott Robertson
Mayor

Beverly Cho
Mayor Pro Temp

Blanca Mendoza-Navarro
Council Member

Sarah Guerra
Council Member

John Trujillo
Council Member

Fernando Santillan
City Manager

Jerome Keene
Deputy City Manager

Reyna Rivera
City Clerk

David C. Horn, PE, LS, CASp
City Engineer

ENGINEER'S REPORT

CITY OF SELMA

LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT No.1 FISCAL YEAR 2023-24

The undersigned respectfully submits the enclosed Engineer's Report as directed by the City Council.

Dated: _____, 2023

By _____
David C. Horn, P.E., L.S., CAsP
RCE No. 63,679

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment Roll and Assessment Diagram thereto attached was filed with me on the ____ day of July, 2023.

Reyna Rivera, City Clerk
City of Selma
Fresno County, California

By _____

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment Roll and Assessment Diagram, thereto attached, was approved and confirmed by the City Council of the City of Selma, Fresno County, California, on the ____ day of _____, 2023.

Reyna Rivera, City Clerk
City of Selma
Fresno County, California

By _____

**ENGINEER'S REPORT PREPARED PURSUANT TO THE PROVISIONS OF
LANDSCAPING AND LIGHTING ACT OF 1972**

SECTION 22500 THROUGH 22679
OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

**SELMA LANDSCAPE AND LIGHTING
MAINTENANCE DISTRICT No. 1**

FISCAL YEAR 2023-24

Pursuant to the Landscaping and Lighting Act of 1972 (Part 2 Division 15 of the Streets and Highways Code of the State of California, commencing with Section 22500), and in accordance with the Resolution of Intention, being Resolution No. 2023-___R, adopted by the City Council of the City of Selma on _____, 2023. I, David C. Horn, P.E. the duly appointed Engineer of Work, City Engineer for the Selma LANDSCAPE AND LIGHTING Maintenance District No. 1 ("District") submit the following Report, consisting of five (5) parts as follows:

PART A: PLANS AND SPECIFICATIONS

This part describes the improvements in the District. Plans and specifications for the improvements are as set forth on the list thereof, attached hereto, and on file in the Office of the City Clerk of the City of Selma, and incorporated herein by reference.

PART B: ESTIMATE OF COST

This part contains an estimate of the cost of the proposed improvements for FY 2023-24, including incidental costs and expenses in connection therewith. The estimate is as set forth on the lists thereof, attached hereto, and is on file in the Office of the City Clerk of the City of Selma.

PART C: ASSESSMENT DISTRICT DIAGRAM

This part incorporates a Diagram of the District showing the exterior boundaries of the District, the boundaries of all zones within the District and the lines and dimensions of each lot or parcel of land within the District. This Diagram was prepared by the Engineer of Work and is on file in the Office of the City Clerk of the City of Selma.

The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the Fresno County Assessor for the year when this Report was prepared. The Assessor's maps and records are incorporated herein by reference and made a part of this Report.

PART D: METHOD OF APPORTIONMENT OF ASSESSMENTS

This part describes the method of apportionment of assessments, based upon parcel classification of land within the District in proportion to the estimated special benefits to be received.

PART E: PROPERTY OWNER LIST & ASSESSMENT ROLL

This part contains an assessment of the estimated cost of the improvements on each benefited lot or parcel of land within the District. The Assessment Roll is as set forth on the lists thereof, attached hereto, and is on file in the Office of the City Clerk of the City of Selma. The Assessment roll is keyed to the records of the Fresno County Assessor, which are incorporated herein by reference.

PART A

PLANS AND SPECIFICATIONS

The landscape improvements which can be constructed, operated, maintained and serviced by the District generally include, but are not limited to, trees, bushes, plants, turf, irrigation systems including electrical meters, hardscapes, entry features and subdivision monuments, block walls and fences, and appurtenant improvements as required to provide an aesthetically pleasing environment throughout the District. These landscape improvements were constructed as a condition of development and are generally located within the City's right-of-way, within City easements, and within City open space areas.

The street lighting improvements which can be constructed, operated, maintained and serviced by the District generally include, but are not limited to, poles, fixtures, bulbs, conduits, pull boxes, equipment, including guys, anchors, posts, pedestals and metering devices, and appurtenant improvements as required to provide safe lighting within the boundaries of the District.

The detention basin improvements that can be constructed, operated, maintained, and serviced by the District generally include graded slopes, fencing, outlet and overflow structures, and the detention basin itself.

The plans and specifications for the improvements are on file in the Office of the City Clerk of the City of Selma.

PART B

ESTIMATE OF COST

The 1972 Act provides that the total cost of construction, operation, maintenance and servicing of landscape and lighting improvements can be recovered by the District.

The costs to construct, operate, maintain, and service the landscape and lighting improvements include, but are not limited to, personnel, electrical energy, utilities such as water, materials, contractual services and other items necessary for the landscape and lighting improvements to be properly operated, maintained and serviced to City standards.

Maintenance means the furnishing of services, materials and supplies for the ordinary and usual operations, maintenance and servicing of the landscaping, lighting and appurtenant improvements, including the repair, removal or replacement of all or part of any of the landscaping, street lighting or appurtenant improvements; including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury; and the removal of trimmings, rubbish, debris and other solid waste.

Servicing means the furnishing of water for the irrigation of the landscaping improvements and the furnishing of electric current or energy for the operation of streetlights, irrigation controllers or other appurtenant improvements.

Below is a summary of the improvements that will be operated, maintained, and serviced by the assessment district.

- 1) Landscaping within the City right-of-way,
- 2) Landscaping in designated open space areas,
- 3) Weed control throughout all maintained landscape areas,
- 4) Irrigation systems throughout all maintained landscape areas,
- 5) Entry monuments and signage,
- 6) Block wall graffiti abatement,
- 7) Street lighting, conduits, and appurtenant hardware; and
- 8) Detention basins where designated.

The 1972 Act requires that a special fund be set up for the revenues and expenditures of the District. Funds raised by the assessments shall be used only for the purpose as stated herein. Any balance remaining on July 1 must be carried over to the next fiscal year unless the funds are being accumulated for future capital improvements and/or operating reserves.

The construction, operation, maintenance, and servicing costs for Fiscal Year 2023-24 are summarized in Exhibit "A" in the Appendix.

PART C

ASSESSMENT DISTRICT DIAGRAM

The boundaries of the Selma LANDSCAPE AND LIGHTING Maintenance District No. 1 are shown on the reduced map on the following pages. For the particulars of the lines and dimensions for each Assessor Parcel Number, please refer to the Assessor Parcel Maps located at the Fresno County Assessor office for the year in which this Report was prepared.

PART D

METHOD OF APPORTIONMENT OF ASSESSMENT

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements which include the construction, maintenance, and servicing of public lights, landscaping, and appurtenant facilities. The 1972 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value.

"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the new amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."

The formula used for calculating assessments in each zone, therefore reflects the composition of the parcels, and the improvements and services provided, to apportion the costs based on estimated benefit to parcels within each zone.

In addition, pursuant to Article XIID, Section 4 of the State Constitution, a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel and provides that only special benefits are assessable. Therefore, in compliance with the new assessment requirements, only assessments that are identified as "Special Benefit Assessments" are assessed.

Estimates for materials and miscellaneous expenses included are based on the best available data known at the time the budgets for each District were prepared and the assessment was determined.

B. Benefit Analysis

The method of apportionment (method of assessment) is based on the premise that the assessed parcels within each zone receive equal benefit from the improvements maintained and financed by the District's assessments. The assessments are for the maintenance of local landscape improvements installed as part of the original development of the parcels within each zone and approved by property owners at the annexation of the zone into the District. The desirability of properties within each zone is enhanced by the presence of well-maintained landscaping and sufficient lighting in close proximity to those properties.

The improvements provided by the District generally include landscaped parkways, entryways, recreation/retention areas, street lighting for pedestrians and vehicles, and any other appurtenant facilities. The annual assessments outlined in this Report are proposed to cover the estimated cost to provide all necessary services, operation, administration, and maintenance required during the year to keep these improvements in a healthy, vigorous, and satisfactory condition.

The special benefits associated with the local landscaping and lighting improvements are specifically:

- Enhanced desirability of properties through association with the improvements
- Improved aesthetic appeal of properties within the Districts providing a positive representation of the area.
- Increased sense of pride in ownership of property resulting from well-maintained improvements associated with the properties.
- Reduced criminal activity and property-related crimes (especially vandalism) against properties in the District through well-maintained surroundings and amenities, including abatement of graffiti.
- Enhanced environmental quality of the parcels within the Districts by moderating temperatures, providing oxygenation and attenuating noise.
- Intersection lighting to maximize illumination and reduce potential vehicular accidents.
- Illumination of walkways and pathways to increase pedestrian foot traffic and facilitate safety.
- Public streetlights serving a property provide a variety of benefits to the property.
 - Access benefit – public streetlights improve ingress and egress from properties from dusk to dawn.
 - Security benefit – public streetlights help reduce vandalism against properties and criminal acts on properties between dusk to dawn.
 - Traffic benefit - Public Street lights improve safety and facilitate the flow traffic to and from properties between dusk to dawn.

All of the preceding special benefits contribute to a specific enhancement and desirability of each of the assessed parcels within the Districts creating a more distinctive and a greater defined quality of life.

ASSESSMENT METHODOLOGY

Each single-family residential parcel within each of the various areas benefits equally from the construction, operation, maintenance and servicing of the landscaping and street lighting improvements within the service area. Therefore, the total assessment revenue needed to construct, operate, maintain and service the landscaping and street lighting improvements will be spread equally to each single-family residential parcel within each service area.

PART E

PROPERTY OWNER LIST & ASSESSMENT ROLL

Exhibit "B" in the Appendix includes a listing of the Assessor parcels located within the boundaries of the Selma Landscape and lighting Maintenance District No. 1 that will be assessed in FY 2023-24 and the amount that each parcel is to be assessed.

APPENDIX A

Exhibit A – Construction, operation, maintenance, and servicing costs

Exhibit B – Property Owner List & Assessment Roll

EXHIBIT "A" TO ENGINEER'S REPORT
CITY OF SELMA
LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1

Zone 1			
1. Maintenance Costs			17,427.78
2. Utilities			
Water	10,792.33		
PG&E	7,612.88		
Total Utilities			18,405.21
3. Incidental Costs			
Recording Fee	9.25		
Public Notice	0.00		
Supplies	1,678.75		
Equipment	0.00		
Backflow Testing/Repair	274.53		
Total Incidental Costs			1,962.53
TOTAL ASSESSMENT OWED FOR 2022-2023 -	Tax Code 6645		\$37,795.52
<u>Total Lot count</u>	<u>Rate</u>	<u>Total Assessment</u>	
359	105.28	\$	37,795.52

Zone 2			
1. Maintenance Costs			17,509.31
2. Utilities			
Water	22,026.32		
PG&E	9,730.97		
Total Utilities			31,757.29
3. Incidental Costs			
Recording Fee	9.25		
Public Notice	0.00		
Supplies	798.31		
Equipment	0.00		
Backflow Testing/Repair	2,592.02		
Total Incidental Costs			3,399.58
TOTAL ASSESSMENT OWED FOR 2022-2023 -	Tax Code 6646		\$52,666.18
<u>Total Lot count</u>	<u>Rate</u>	<u>Total Assessment</u>	
427	123.34	\$	52,666.18

EXHIBIT "A" TO ENGINEER'S REPORT
CITY OF SELMA
LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1

Zone 3			
1. Maintenance Costs			7,240.41
2. Utilities			
Water	4,929.86		
PG&E	5,886.75		
Total Utilities			10,816.61
3. Incidental Costs			
Recording Fee	9.25		
Public Notice	0.00		
Supplies	506.57		
Equipment	0.00		
Backflow Testing/Repair	297.05		
Total Incidental Costs			812.87
TOTAL ASSESSMENT OWED FOR 2022-2023 -	Tax Code 6647		\$18,869.89
<u>Total Lot count</u>	<u>Rate</u>	<u>Total Assessment</u>	
201	93.88	\$	18,869.88

Zone 4			
1. Maintenance Costs			9,655.47
2. Utilities			
Water	8,654.18		
PG&E	6,510.25		
Total Utilities			15,164.43
3. Incidental Costs			
Recording Fee	9.25		
Public Notice	0.00		
Supplies	634.30		
Equipment	0.00		
Backflow Testing/Repair	279.73		
Total Incidental Costs			923.28
TOTAL ASSESSMENT OWED FOR 2022-2023 -	Tax Code 6648		\$25,743.18
<u>Total Lot count</u>	<u>Rate</u>	<u>Total Assessment</u>	
213	120.86	\$	25,743.18

EXHIBIT "A" TO ENGINEER'S REPORT
CITY OF SELMA
LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1

Zone 5			
1. Maintenance Costs			4,039.57
2. Utilities			
Water	3,401.51		
PG&E	3,524.44		
Total Utilities			6,925.95
3. Incidental Costs			
Recording Fee	9.25		
Public Notice	0.00		
Supplies	280.53		
Equipment	0.00		
Backflow Testing/Repair	161.82		
Total Incidental Costs			451.60
TOTAL ASSESSMENT OWED FOR 2022-2023 -	Tax Code 6639		\$11,417.12
<u>Total Lot count</u>	<u>Rate</u>	<u>Total Assessment</u>	
88	129.74	\$	11,417.12

Zone 6			
1. Maintenance Costs			2,380.14
2. Utilities			
Water	1,979.02		
PG&E	2,140.23		
Total Utilities			4,119.25
3. Incidental Costs			
Recording Fee	9.25		
Public Notice	0.00		
Supplies	160.51		
Equipment	0.00		
Backflow Testing/Repair	61.77		
Total Incidental Costs			231.53
TOTAL ASSESSMENT OWED FOR 2022-2023 -	Tax Code 6641		\$6,730.92
<u>Total Lot count</u>	<u>Rate</u>	<u>Total Assessment</u>	
63	106.84	\$	6,730.92

EXHIBIT "A" TO ENGINEER'S REPORT
CITY OF SELMA
LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1

Zone 7			
1. Maintenance Costs			1,297.07
2. Utilities			
Water	3,819.56		
PG&E	4,655.14		
Total Utilities			8,474.70
3. Incidental Costs			
Recording Fee	9.25		
Public Notice	0.00		
Supplies	221.88		
Equipment	0.00		
Backflow Testing/Repair	134.78		
Total Incidental Costs			365.91
TOTAL ASSESSMENT OWED FOR 2022-2023 -	Tax Code 6649		\$10,137.68
<u>Total Lot count</u>	<u>Rate</u>	<u>Total Assessment</u>	
172	58.94	\$	10,137.68

Zone 8			
1. Maintenance Costs			10,258.95
2. Utilities			
Water	15,771.79		
PG&E	4,279.05		
Total Utilities			20,050.84
3. Incidental Costs			
Recording Fee	9.25		
Public Notice	0.00		
Supplies	561.44		
Equipment	0.00		
Backflow Testing/Repair	244.68		
Total Incidental Costs			815.37
TOTAL ASSESSMENT OWED FOR 2022-2023 -	Tax Code 6642		\$31,125.16
<u>Total Lot count</u>	<u>Rate</u>	<u>Total Assessment</u>	
254	122.54	\$	31,125.16

EXHIBIT "A" TO ENGINEER'S REPORT
CITY OF SELMA
LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1

Zone 9			
1. Maintenance Costs			0.00
2. Utilities			
Water	250.00		
PG&E	867.62		
Total Utilities			1,117.62
3. Incidental Costs			
Recording Fee	9.24		
Public Notice	0.00		
Supplies	101.18		
Equipment	0.00		
Backflow Testing/Repair	100.00		
Total Incidental Costs			210.42
TOTAL ASSESSMENT OWED FOR 2022-2023 -	Tax Code 6637		\$1,328.04
<u>Total Lot count</u>	<u>Rate</u>	<u>Total Assessment</u>	
153	8.68	\$	1,328.04

Zone 11			
1. Maintenance Costs			4,754.67
2. Utilities			
Water	3,341.31		
PG&E	2,739.92		
Total Utilities			6,081.23
3. Incidental Costs			
Recording Fee	0.00		
Public Notice	0.00		
Supplies	248.40		
Equipment	0.00		
Backflow Testing/Repair	132.78		
Total Incidental Costs			381.18
TOTAL ASSESSMENT OWED FOR 2022-2023 -	Tax Code 6654		\$11,217.08
<u>Total Lot count</u>	<u>Rate</u>	<u>Total Assessment</u>	
59	190.12	\$	11,217.08

EXHIBIT "B" TO ENGINEER'S REPORT
CITY OF SELMA
LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1
Zone 1

APN	Assessment	Situs Address	#
358-444-05	\$105.28	3428 OLIVE ST	1
358-444-08	\$105.28	3410 OLIVE ST	2
358-481-01	\$105.28	1592 NELSON BLVD	3
358-481-02	\$105.28	3507 MULBERRY ST	4
358-481-03	\$105.28	3513 MULBERRY ST	5
358-481-04	\$105.28	3519 MULBERRY ST	6
358-481-05	\$105.28	3525 MULBERRY ST	7
358-481-06	\$105.28	3531 MULBERRY ST	8
358-481-07	\$105.28	3537 MULBERRY ST	9
358-481-08	\$105.28	3547 MULBERRY ST	10
358-482-01	\$105.28	1456 NORTHHILL ST	11
358-483-01	\$105.28	1455 NORTHHILL ST	12
358-483-02	\$105.28	3524 MULBERRY ST	13
358-483-03	\$105.28	3518 MULBERRY ST	14
358-483-04	\$105.28	3512 MULBERRY ST	15
358-483-05	\$105.28	3506 MULBERRY ST	16
358-483-06	\$105.28	3500 MULBERRY ST	17
358-442-16	\$105.28	3437 OLIVE ST	18
358-442-17	\$105.28	3443 OLIVE ST	19
358-442-18	\$105.28	1455 NELSON BLVD	20
358-442-19	\$105.28	1461 NELSON BLVD	21
358-442-20	\$105.28	1467 NELSON BLVD	22
358-442-21	\$105.28	1473 NELSON BLVD	23
358-442-22	\$105.28	1479 NELSON BLVD	24
358-442-23	\$105.28	1485 NELSON BLVD	25
358-442-24	\$105.28	1491 NELSON BLVD	26
358-444-01	\$105.28	1445 NELSON BLVD	27
358-444-02	\$105.28	3446 OLIVE ST	28
358-444-03	\$105.28	3440 OLIVE ST	29
358-444-04	\$105.28	3434 OLIVE ST	30
358-483-07	\$105.28	1492 NELSON BLVD	31

EXHIBIT "B" TO ENGINEER'S REPORT
CITY OF SELMA
LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1
Zone 1

APN	Assessment	Situs Address	#
358-483-08	\$105.28	1486 NELSON BLVD	32
358-483-09	\$105.28	1480 NELSON BLVD	33
358-483-10	\$105.28	1474 NELSON BLVD	34
358-483-11	\$105.28	1468 NELSON BLVD	35
358-483-12	\$105.28	1462 NELSON BLVD	36
358-483-13	\$105.28	1456 NELSON BLVD	37
358-483-14	\$105.28	1450 NELSON BLVD	38
358-483-15	\$105.28	1444 NELSON BLVD	39
358-483-16	\$105.28	1438 NELSON BLVD	40
358-426-01	\$105.28	3320 OLIVE ST	41
358-426-02	\$105.28	3314 OLIVE ST	42
358-426-03	\$105.28	3308 OLIVE ST	43
358-426-04	\$105.28	3294 OLIVE ST	44
358-426-05	\$105.28	3288 OLIVE ST	45
358-426-06	\$105.28	3282 OLIVE ST	46
358-426-07	\$105.28	3276 OLIVE ST	47
358-426-08	\$105.28	1332 BARBARA ST	48
358-426-09	\$105.28	1326 BARBARA ST	49
358-426-10	\$105.28	1320 BARBARA ST	50
358-426-11	\$105.28	1314 BARBARA ST	51
358-426-12	\$105.28	1308 BARBARA ST	52
358-426-13	\$105.28	1302 BARBARA ST	53
358-426-14	\$105.28	1301 JACKSON ST	54
358-426-15	\$105.28	1307 JACKSON ST	55
358-426-16	\$105.28	1313 JACKSON ST	56
358-426-17	\$105.28	1319 JACKSON ST	57
358-426-18	\$105.28	1325 JACKSON ST	58
358-426-19	\$105.28	1331 JACKSON ST	59
358-426-20	\$105.28	1330 JACKSON ST	60
358-426-21	\$105.28	1324 JACKSON ST	61
358-426-22	\$105.28	1318 JACKSON ST	62

EXHIBIT "B" TO ENGINEER'S REPORT
CITY OF SELMA
LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1
Zone 1

APN	Assessment	Situs Address	#
358-426-23	\$105.28	1312 JACKSON ST	63
358-426-24	\$105.28	1306 JACKSON ST	64
358-426-25	\$105.28	3309 ORANGE AVE	65
358-441-06	\$105.28	3401 MULBERRY ST	66
358-441-07	\$105.28	3403 MULBERRY ST	67
358-441-08	\$105.28	3407 MULBERRY ST	68
358-441-09	\$105.28	3405 MULBERRY ST	69
358-441-10	\$105.28	3409 MULBERRY ST	70
358-441-11	\$105.28	3411 MULBERRY ST	71
358-441-12	\$105.28	3415 MULBERRY ST	72
358-441-13	\$105.28	3413 MULBERRY ST	73
358-441-14	\$105.28	3417 MULBERRY ST	74
358-441-15	\$105.28	3419 MULBERRY ST	75
358-441-16	\$105.28	3423 MULBERRY ST	76
358-441-17	\$105.28	3421 MULBERRY ST	77
358-441-18	\$105.28	3425 MULBERRY ST	78
358-441-19	\$105.28	3427 MULBERRY ST	79
358-441-20	\$105.28	3431 MULBERRY ST	80
358-441-21	\$105.28	3429 MULBERRY ST	81
358-441-22	\$105.28	3433 MULBERRY ST	82
358-441-23	\$105.28	3435 MULBERRY ST	83
358-441-24	\$105.28	3439 MULBERRY ST	84
358-441-25	\$105.28	3437 MULBERRY ST	85
358-442-01	\$105.28	1497 NELSON BLVD	86
358-442-02	\$105.28	3416 MULBERRY ST	87
358-442-03	\$105.28	3410 MULBERRY ST	88
358-442-04	\$105.28	1452 BURNHAM ST	89
358-442-05	\$105.28	1446 BURNHAM ST	90
358-442-06	\$105.28	1440 BURNHAM ST	91
358-442-07	\$105.28	1434 BURNHAM ST	92
358-442-08	\$105.28	1428 BURNHAM ST	93

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CITY OF SELMA
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APN	Assessment	Situs Address	#
358-442-09	\$105.28	1422 BURNHAM ST	94
358-442-10	\$105.28	1416 BURNHAM ST	95
358-442-11	\$105.28	1410 BURNHAM ST	96
358-442-12	\$105.28	1404 BURNHAM ST	97
358-442-13	\$105.28	1398 BURNHAM ST	98
358-442-14	\$105.28	1392 BURNHAM ST	99
358-442-15	\$105.28	1386 BURNHAM ST	100
358-443-01	\$105.28	1455 BURNHAM ST	101
358-443-02	\$105.28	1449 BURNHAM ST	102
358-443-03	\$105.28	1443 BURNHAM ST	103
358-443-04	\$105.28	1437 BURNHAM ST	104
358-443-05	\$105.28	1431 BURNHAM ST	105
358-443-06	\$105.28	1425 BURNHAM ST	106
358-443-07	\$105.28	1417 BURNHAM ST	107
358-443-08	\$105.28	1413 BURNHAM ST	108
358-443-09	\$105.28	1407 BURNHAM ST	109
358-443-10	\$105.28	3403 OLIVE ST	110
358-443-11	\$105.28	1398 HUNTSMAN AVE	111
358-443-12	\$105.28	1406 HUNTSMAN AVE	112
358-443-13	\$105.28	1412 HUNTSMAN AVE	113
358-443-14	\$105.28	1418 HUNTSMAN AVE	114
358-443-15	\$105.28	1424 HUNTSMAN AVE	115
358-443-16	\$105.28	1432 HUNTSMAN AVE	116
358-443-17	\$105.28	1438 HUNTSMAN AVE	117
358-443-18	\$105.28	1442 HUNTSMAN AVE	118
358-443-19	\$105.28	1448 HUNTSMAN AVE	119
358-443-20	\$105.28	1454 HUNTSMAN AVE	120
358-482-02	\$105.28	1450 NORTHHILL ST	121
358-482-03	\$105.28	1444 NORTHHILL ST	122
358-482-04	\$105.28	1438 NORTHHILL ST	123
358-482-05	\$105.28	1432 NORTHHILL ST	124

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CITY OF SELMA
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APN	Assessment	Situs Address	#
358-482-06	\$105.28	1426 NORTHHILL ST	125
358-482-07	\$105.28	1420 NORTHHILL ST	126
358-482-08	\$105.28	1414 NORTHHILL ST	127
358-482-09	\$105.28	1408 NORTHHILL ST	128
358-483-17	\$105.28	1449 NORTHHILL ST	129
358-483-18	\$105.28	3523 GARFIELD ST	130
358-483-19	\$105.28	3517 GARFIELD ST	131
358-483-20	\$105.28	3511 GARFIELD ST	132
358-483-21	\$105.28	3505 GARFIELD ST	133
358-483-22	\$105.28	3506 GARFIELD ST	134
358-483-23	\$105.28	3512 GARFIELD ST	135
358-483-24	\$105.28	3518 GARFIELD ST	136
358-483-25	\$105.28	3524 GARFIELD ST	137
358-483-26	\$105.28	1431 NORTHHILL ST	138
358-483-27	\$105.28	1421 NORTHHILL ST	139
358-483-28	\$105.28	3521 WOODROW ST	140
358-483-29	\$105.28	3515 WOODROW ST	141
358-483-30	\$105.28	3509 WOODROW ST	142
358-483-31	\$105.28	3503 WOODROW ST	143
358-483-32	\$105.28	3504 WOODROW ST	144
358-483-33	\$105.28	3510 WOODROW ST	145
358-483-34	\$105.28	3516 WOODROW ST	146
358-483-35	\$105.28	3522 WOODROW ST	147
358-483-36	\$105.28	1415 NORTHHILL ST	148
358-482-10	\$105.28	1398 NORTHHILL ST	149
358-482-11	\$105.28	1392 NORTHHILL ST	150
358-482-12	\$105.28	1386 NORTHHILL ST	151
358-482-13	\$105.28	1380 NORTHHILL ST	152
358-483-37	\$105.28	3525 OLIVE ST	153
358-483-38	\$105.28	3519 OLIVE ST	154
358-483-39	\$105.28	3513 OLIVE ST	155

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CITY OF SELMA
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APN	Assessment	Situs Address	#
358-483-40	\$105.28	3507 OLIVE ST	156
358-483-41	\$105.28	3501 OLIVE ST	157
358-483-42	\$105.28	3502 OLIVE ST	158
358-483-43	\$105.28	3508 OLIVE ST	159
358-483-44	\$105.28	3514 OLIVE ST	160
358-483-45	\$105.28	3520 OLIVE ST	161
358-483-46	\$105.28	3526 OLIVE ST	162
358-482-14	\$105.28	1374 NORTHHILL ST	163
358-482-15	\$105.28	1368 NORTHHILL ST	164
358-483-47	\$105.28	3523 DOCKERY AVE	165
358-483-48	\$105.28	3521 DOCKERY AVE	166
358-483-49	\$105.28	3515 DOCKERY AVE	167
358-483-50	\$105.28	3513 DOCKERY AVE	168
358-483-51	\$105.28	3511 DOCKERY AVE	169
358-483-52	\$105.28	1350 NELSON BLVD	170
358-541-01	\$105.28	1357 NELSON BLVD	171
358-541-02	\$105.28	3487 DOCKERY AVE	172
358-541-03	\$105.28	3475 DOCKERY AVE	173
358-541-04	\$105.28	3463 DOCKERY AVE	174
358-541-05	\$105.28	3451 DOCKERY AVE	175
358-541-06	\$105.28	3439 DOCKERY AVE	176
358-541-07	\$105.28	3427 DOCKERY AVE	177
358-541-10	\$105.28	3424 DOCKERY AVE	178
358-541-11	\$105.28	3436 DOCKERY AVE	179
358-541-12	\$105.28	3448 DOCKERY AVE	180
358-541-13	\$105.28	3460 DOCKERY AVE	181
358-541-14	\$105.28	3472 DOCKERY AVE	182
358-601-04	\$105.28	1297 HILLCREST ST	183
358-601-05	\$105.28	3502 DOCKERY AVE	184
358-602-01	\$105.28	1298 HILLCREST ST	185
358-570-33	\$105.28	1328 HICKS ST	186

EXHIBIT "B" TO ENGINEER'S REPORT
CITY OF SELMA
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Zone 1

APN	Assessment	Situs Address	#
358-570-34	\$105.28	1322 HICKS ST	187
358-570-35	\$105.28	1316 HICKS ST	188
358-570-36	\$105.28	1310 HICKS ST	189
358-570-37	\$105.28	1304 HICKS ST	190
358-570-38	\$105.28	1303 HICKS ST	191
358-570-39	\$105.28	1309 HICKS ST	192
358-570-40	\$105.28	1315 HICKS ST	193
358-570-41	\$105.28	1321 HICKS ST	194
358-570-42	\$105.28	1327 HICKS ST	195
358-570-43	\$105.28	1326 GOLDRIDGE ST	196
358-570-44	\$105.28	1320 GOLDRIDGE ST	197
358-570-45	\$105.28	1314 GOLDRIDGE ST	198
358-570-46	\$105.28	1308 GOLDRIDGE ST	199
358-570-47	\$105.28	1302 GOLDRIDGE ST	200
358-570-48	\$105.28	1301 GOLDRIDGE ST	201
358-570-49	\$105.28	1307 GOLDRIDGE ST	202
358-570-50	\$105.28	1313 GOLDRIDGE ST	203
358-570-51	\$105.28	1319 GOLDRIDGE ST	204
358-570-52	\$105.28	1325 GOLDRIDGE ST	205
358-570-53	\$105.28	1331 GOLDRIDGE ST	206
358-570-54	\$105.28	1337 GOLDRIDGE ST	207
358-570-55	\$105.28	3701 OLIVE ST	208
358-570-56	\$105.28	3707 OLIVE ST	209
358-570-57	\$105.28	3713 OLIVE ST	210
358-570-58	\$105.28	3719 OLIVE ST	211
358-570-59	\$105.28	3725 OLIVE ST	212
358-570-60	\$105.28	3731 OLIVE ST	213
358-580-34	\$105.28	3737 OLIVE ST	214
358-580-35	\$105.28	3743 OLIVE ST	215
358-580-36	\$105.28	3803 OLIVE ST	216
358-580-37	\$105.28	3809 OLIVE ST	217

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CITY OF SELMA
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APN	Assessment	Situs Address	#
358-580-38	\$105.28	3815 OLIVE ST	218
358-580-39	\$105.28	3821 OLIVE ST	219
358-580-40	\$105.28	3827 OLIVE ST	220
358-580-41	\$105.28	3833 OLIVE ST	221
358-580-42	\$105.28	3834 OLIVE ST	222
358-580-43	\$105.28	3828 OLIVE ST	223
358-580-44	\$105.28	3822 OLIVE ST	224
358-580-45	\$105.28	3816 OLIVE ST	225
358-580-46	\$105.28	3810 OLIVE ST	226
358-580-47	\$105.28	3804 OLIVE ST	227
358-580-48	\$105.28	3744 OLIVE ST	228
358-580-49	\$105.28	3738 OLIVE ST	229
358-580-50	\$105.28	3732 OLIVE ST	230
358-580-51	\$105.28	3733 DOCKERY AVE	231
358-580-52	\$105.28	3737 DOCKERY AVE	232
358-580-53	\$105.28	3741 DOCKERY AVE	233
358-580-54	\$105.28	3745 DOCKERY AVE	234
358-580-55	\$105.28	3749 DOCKERY AVE	235
358-580-56	\$105.28	3753 DOCKERY AVE	236
358-580-57	\$105.28	3757 DOCKERY AVE	237
358-580-58	\$105.28	3817 DOCKERY AVE	238
358-580-59	\$105.28	3821 DOCKERY AVE	239
358-580-60	\$105.28	3825 DOCKERY AVE	240
358-580-61	\$105.28	3829 DOCKERY AVE	241
358-580-62	\$105.28	3831 DOCKERY AVE	242
358-580-63	\$105.28	3835 DOCKERY AVE	243
358-580-64	\$105.28	3839 DOCKERY AVE	244
358-650-01	\$105.28	1260 STEPHANIE ST	245
358-650-02	\$105.28	1254 STEPHANIE ST	246
358-650-03	\$105.28	1248 STEPHANIE ST	247
358-650-04	\$105.28	1242 STEPHANIE ST	248

EXHIBIT "B" TO ENGINEER'S REPORT
CITY OF SELMA
LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1
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APN	Assessment	Situs Address	#
358-650-05	\$105.28	1236 STEPHANIE ST	249
358-650-06	\$105.28	1230 STEPHANIE ST	250
358-650-07	\$105.28	1224 STEPHANIE ST	251
358-650-08	\$105.28	1218 STEPHANIE ST	252
358-650-09	\$105.28	1212 STEPHANIE ST	253
358-650-10	\$105.28	1206 STEPHANIE ST	254
358-650-11	\$105.28	1122 STEPHANIE ST	255
358-650-12	\$105.28	1116 STEPHANIE ST	256
358-650-13	\$105.28	1110 STEPHANIE ST	257
358-650-14	\$105.28	1104 STEPHANIE ST	258
358-650-15	\$105.28	1042 STEPHANIE ST	259
358-650-16	\$105.28	1036 STEPHANIE ST	260
358-650-17	\$105.28	1030 STEPHANIE ST	261
358-650-18	\$105.28	1255 STEPHANIE ST	262
358-650-19	\$105.28	1249 STEPHANIE ST	263
358-650-20	\$105.28	1243 STEPHANIE ST	264
358-650-21	\$105.28	1237 STEPHANIE ST	265
358-650-22	\$105.28	1231 STEPHANIE ST	266
358-650-23	\$105.28	1225 STEPHANIE ST	267
358-650-24	\$105.28	1219 STEPHANIE ST	268
358-650-25	\$105.28	1213 STEPHANIE ST	269
358-650-26	\$105.28	1207 STEPHANIE ST	270
358-650-27	\$105.28	1208 TAMMY ST	271
358-650-28	\$105.28	1214 TAMMY ST	272
358-650-29	\$105.28	1220 TAMMY ST	273
358-650-30	\$105.28	1226 TAMMY ST	274
358-650-31	\$105.28	1232 TAMMY ST	275
358-650-32	\$105.28	1238 TAMMY ST	276
358-650-33	\$105.28	1244 TAMMY ST	277
358-650-34	\$105.28	1250 TAMMY ST	278
358-650-35	\$105.28	1256 TAMMY ST	279

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CITY OF SELMA
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APN	Assessment	Situs Address	#
358-650-36	\$105.28	1253 TAMMY ST	280
358-650-37	\$105.28	1247 TAMMY ST	281
358-650-38	\$105.28	1241 TAMMY ST	282
358-650-39	\$105.28	1235 TAMMY ST	283
358-650-40	\$105.28	1229 TAMMY ST	284
358-650-41	\$105.28	1223 TAMMY ST	285
358-650-42	\$105.28	1217 TAMMY ST	286
358-650-43	\$105.28	3719 HILL ST	287
358-650-44	\$105.28	3716 HILL ST	288
358-650-45	\$105.28	3722 HILL ST	289
358-650-46	\$105.28	3804 HILL ST	290
358-650-47	\$105.28	3810 HILL ST	291
358-650-48	\$105.28	3816 HILL ST	292
358-650-49	\$105.28	3822 HILL ST	293
358-650-50	\$105.28	3819 VIA CORVINO ST	294
358-650-51	\$105.28	3813 VIA CORVINO ST	295
358-650-52	\$105.28	3807 VIA CORVINO ST	296
358-650-53	\$105.28	3801 VIA CORVINO ST	297
358-650-54	\$105.28	3723 VIA CORVINO ST	298
358-650-55	\$105.28	3717 VIA CORVINO ST	299
358-650-56	\$105.28	3718 VIA CORVINO ST	300
358-650-57	\$105.28	3802 VIA CORVINO ST	301
358-650-58	\$105.28	3806 VIA CORVINO ST	302
358-650-59	\$105.28	3812 VIA CORVINO ST	303
358-660-01	\$105.28	1016 HICKS ST	304
358-660-02	\$105.28	1022 HICKS ST	305
358-660-03	\$105.28	3712 VIA CORVINO ST	306
358-660-04	\$105.28	1019 HICKS ST	307
358-660-05	\$105.28	1025 HICKS ST	308
358-660-06	\$105.28	1031 HICKS ST	309
358-660-07	\$105.28	3705 VIA CORVINO ST	310

EXHIBIT "B" TO ENGINEER'S REPORT
CITY OF SELMA
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APN	Assessment	Situs Address	#
358-660-08	\$105.28	3711 VIA CORVINO ST	311
358-660-09	\$105.28	3710 HILL ST	312
358-660-10	\$105.28	3704 HILL ST	313
358-660-11	\$105.28	3707 HILL ST	314
358-660-12	\$105.28	3713 HILL ST	315
358-660-13	\$105.28	1246 HICKS ST	316
358-660-14	\$105.28	1240 HICKS ST	317
358-660-15	\$105.28	1234 HICKS ST	318
358-660-16	\$105.28	1228 HICKS ST	319
358-660-17	\$105.28	1222 HICKS ST	320
358-660-18	\$105.28	1216 HICKS ST	321
358-660-19	\$105.28	1215 HICKS ST	322
358-660-20	\$105.28	1221 HICKS ST	323
358-660-21	\$105.28	1227 HICKS ST	324
358-660-22	\$105.28	1233 HICKS ST	325
358-660-23	\$105.28	1239 HICKS ST	326
358-660-24	\$105.28	1245 HICKS ST	327
358-660-25	\$105.28	1248 GOLDRIDGE ST	328
358-660-26	\$105.28	1242 GOLDRIDGE ST	329
358-660-27	\$105.28	1236 GOLDRIDGE ST	330
358-660-28	\$105.28	1230 GOLDRIDGE ST	331
358-660-29	\$105.28	1224 GOLDRIDGE ST	332
358-660-30	\$105.28	1218 GOLDRIDGE ST	333
358-660-31	\$105.28	3610 HILL ST	334
358-660-32	\$105.28	3604 HILL ST	335
358-660-33	\$105.28	1124 GOLDRIDGE ST	336
358-660-34	\$105.28	1118 GOLDRIDGE ST	337
358-660-35	\$105.28	1112 GOLDRIDGE ST	338
358-660-36	\$105.28	1106 GOLDRIDGE ST	339
358-660-37	\$105.28	1225 GOLDRIDGE ST	340
358-660-38	\$105.28	1231 GOLDRIDGE ST	341

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CITY OF SELMA
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APN	Assessment	Situs Address	#
358-660-39	\$105.28	1237 GOLDRIDGE ST	342
358-660-40	\$105.28	1243 GOLDRIDGE ST	343
358-660-41	\$105.28	1249 GOLDRIDGE ST	344
358-660-42	\$105.28	1255 GOLDRIDGE ST	345
358-670-01	\$105.28	1024 STEPHANIE ST	346
358-670-02	\$105.28	1018 STEPHANIE ST	347
358-670-03	\$105.28	1012 STEPHANIE ST	348
358-670-04	\$105.28	1006 STEPHANIE ST	349
358-670-05	\$105.28	1002 STEPHANIE ST	350
358-670-06	\$105.28	1003 STEPHANIE ST	351
358-670-07	\$105.28	3814 BELLA VISTA	352
358-670-08	\$105.28	3808 BELLA VISTA	353
358-670-09	\$105.28	3802 BELLA VISTA	354
358-670-10	\$105.28	1011 TAMMY ST	355
358-670-11	\$105.28	1017 TAMMY ST	356
358-670-12	\$105.28	1023 TAMMY ST	357
358-670-13	\$105.28	3807 BELLA VISTA	358
358-670-14	\$105.28	3813 BELLA VISTA	359
ZONE 1 Total	\$37,795.52	Total parcels	359

EXHIBIT "B" TO ENGINEER'S REPORT
CITY OF SELMA
LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1
Zone 2

APN	Assessment	Situs Address	#
348-300-01	\$123.34	3748 N CHANDLER CT	1
348-300-02	\$123.34	3742 N CHANDLER CT	2
348-300-03	\$123.34	3736 N CHANDLER CT	3
348-300-04	\$123.34	3730 N CHANDLER CT	4
348-300-05	\$123.34	3724 N CHANDLER CT	5
348-300-06	\$123.34	3627 N CHANDLER CT	6
348-300-07	\$123.34	3633 N CHANDLER CT	7
348-300-08	\$123.34	3721 N CHANDLER CT	8
348-300-09	\$123.34	3727 N CHANDLER CT	9
348-310-01	\$123.34	3621 N CHANDLER CT	10
348-310-02	\$123.34	3615 N CHANDLER CT	11
348-310-03	\$123.34	3609 N CHANDLER CT	12
348-310-04	\$123.34	3603 N CHANDLER CT	13
348-310-05	\$123.34	3602 N CHANDLER CT	14
348-310-06	\$123.34	3608 N CHANDLER CT	15
348-310-07	\$123.34	3614 N CHANDLER CT	16
348-310-08	\$123.34	3620 N CHANDLER CT	17
348-310-09	\$123.34	3714 BALBOA ST	18
348-310-10	\$123.34	3720 BALBOA ST	19
348-310-11	\$123.34	3726 BALBOA ST	20
348-310-12	\$123.34	3723 CLAY CT	21
348-310-13	\$123.34	3724 CLAY CT	22
348-310-14	\$123.34	3721 COLUMBIA ST	23
348-310-15	\$123.34	3715 COLUMBIA ST	24
348-310-16	\$123.34	3707 COLUMBIA ST	25
348-310-17	\$123.34	3703 COLUMBIA ST	26
348-310-18	\$123.34	3631 COLUMBIA ST	27
348-310-19	\$123.34	3625 COLUMBIA ST	28
348-310-20	\$123.34	3619 COLUMBIA ST	29
348-310-21	\$123.34	3107 NORTH HILL ST	30
348-310-22	\$123.34	3023 NORTH HILL ST	31

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CITY OF SELMA
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Zone 2

APN	Assessment	Situs Address	#
348-310-23	\$123.34	3017 NORTHHILL ST	32
348-310-24	\$123.34	3011 NORTHHILL ST	33
348-310-25	\$123.34	3005 NORTHHILL ST	34
348-310-26	\$123.34	3004 NORTHHILL ST	35
348-310-27	\$123.34	3010 NORTHHILL ST	36
348-310-28	\$123.34	3016 NORTHHILL ST	37
348-310-29	\$123.34	3630 COLUMBIA ST	38
348-310-30	\$123.34	3704 COLUMBIA ST	39
348-310-31	\$123.34	3710 COLUMBIA ST	40
348-310-32	\$123.34	3716 COLUMBIA ST	41
348-310-33	\$123.34	3722 COLUMBIA ST	42
348-310-34	\$123.34	3100 GOLDRIDGE ST	43
348-310-35	\$123.34	3106 GOLDRIDGE ST	44
348-310-36	\$123.34	3112 GOLDRIDGE ST	45
348-310-37	\$123.34	3118 GOLDRIDGE ST	46
348-310-38	\$123.34	3124 GOLDRIDGE ST	47
348-310-39	\$123.34	3130 GOLDRIDGE ST	48
348-310-40	\$123.34	3202 GOLDRIDGE ST	49
348-310-41	\$123.34	3208 GOLDRIDGE ST	50
348-310-42	\$123.34	3214 GOLDRIDGE ST	51
348-310-43	\$123.34	3220 GOLDRIDGE ST	52
348-310-44	\$123.34	3226 GOLDRIDGE ST	53
348-310-45	\$123.34	3737 GOLDRIDGE ST	54
348-310-46	\$123.34	3731 BALBOA ST	55
348-310-47	\$123.34	3725 BALBOA ST	56
348-310-48	\$123.34	3718 N CHANDLER CT	57
348-310-61	\$123.34	3112 NORTHHILL ST	58
348-310-62	\$123.34	3118 NORTHHILL ST	59
348-310-63	\$123.34	3124 NORTHHILL ST	60
348-310-64	\$123.34	3718 CLAY CT	61
348-310-65	\$123.34	3712 CLAY CT	62

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APN	Assessment	Situs Address	#
348-310-66	\$123.34	3706 CLAY CT	63
348-310-67	\$123.34	3618 CLAY CT	64
348-310-68	\$123.34	3612 CLAY CT	65
348-310-69	\$123.34	3606 CLAY CT	66
348-310-70	\$123.34	3605 CLAY CT	67
348-310-71	\$123.34	3611 CLAY CT	68
348-310-72	\$123.34	3617 CLAY CT	69
348-310-73	\$123.34	3623 CLAY CT	70
348-310-74	\$123.34	3705 CLAY CT	71
348-310-75	\$123.34	3711 CLAY CT	72
348-310-76	\$123.34	3717 CLAY CT	73
348-320-01	\$123.34	3113 NORTHHILL ST	74
348-320-02	\$123.34	3119 NORTHHILL ST	75
348-320-03	\$123.34	3125 NORTHHILL ST	76
348-320-04	\$123.34	3514 S CHANDLER CT	77
348-320-05	\$123.34	3508 S CHANDLER CT	78
348-320-06	\$123.34	3502 S CHANDLER CT	79
348-320-07	\$123.34	3489 COLUMBIA ST	80
348-320-08	\$123.34	3507 COLUMBIA ST	81
348-320-09	\$123.34	3513 COLUMBIA ST	82
348-320-10	\$123.34	3519 COLUMBIA ST	83
348-320-11	\$123.34	3520 COLUMBIA ST	84
348-320-12	\$123.34	3514 COLUMBIA ST	85
348-320-13	\$123.34	3508 COLUMBIA ST	86
348-320-14	\$123.34	3502 COLUMBIA ST	87
348-320-15	\$123.34	3490 COLUMBIA ST	88
348-320-16	\$123.34	3484 COLUMBIA ST	89
348-320-17	\$123.34	3105 KENT ST	90
348-320-18	\$123.34	3111 KENT ST	91
348-320-19	\$123.34	3117 KENT ST	92
348-320-20	\$123.34	3123 KENT ST	93

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APN	Assessment	Situs Address	#
348-320-21	\$123.34	3485 S CHANDLER CT	94
348-320-22	\$123.34	3491 S CHANDLER CT	95
348-320-23	\$123.34	3503 S CHANDLER CT	96
348-320-24	\$123.34	3509 S CHANDLER CT	97
348-320-25	\$123.34	3515 S CHANDLER CT	98
348-320-26	\$123.34	3521 S CHANDLER CT	99
348-320-27	\$123.34	3527 S CHANDLER CT	100
348-320-28	\$123.34	3533 S CHANDLER CT	101
348-320-29	\$123.34	3538 S CHANDLER CT	102
348-320-30	\$123.34	3532 S CHANDLER CT	103
348-320-31	\$123.34	3526 S CHANDLER CT	104
348-320-32	\$123.34	3520 S CHANDLER CT	105
358-333-22	\$123.34	2366 AZALEA ST	106
358-333-23	\$123.34	2360 AZALEA ST	107
358-333-24	\$123.34	2354 AZALEA ST	108
358-333-25	\$123.34	2348 AZALEA ST	109
358-333-26	\$123.34	2342 AZALEA ST	110
358-333-27	\$123.34	2336 AZALEA ST	111
358-333-28	\$123.34	2330 AZALEA ST	112
358-333-29	\$123.34	2324 AZALEA ST	113
358-333-30	\$123.34	2318 AZALEA ST	114
358-333-31	\$123.34	2312 AZALEA ST	115
358-333-32	\$123.34	2306 AZALEA ST	116
358-333-33	\$123.34	2300 AZALEA ST	117
358-333-34	\$123.34	2307 AZALEA ST	118
358-333-35	\$123.34	2313 AZALEA ST	119
358-333-36	\$123.34	2319 AZALEA ST	120
358-333-37	\$123.34	2325 AZALEA ST	121
358-333-38	\$123.34	2331 AZALEA ST	122
358-333-39	\$123.34	2337 AZALEA ST	123
358-333-40	\$123.34	2343 AZALEA ST	124

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APN	Assessment	Situs Address	#
358-336-01	\$123.34	2349 AZALEA ST	125
358-336-02	\$123.34	2355 AZALEA ST	126
358-336-03	\$123.34	2361 AZALEA ST	127
358-336-04	\$123.34	2367 AZALEA ST	128
358-336-05	\$123.34	2403 AZALEA ST	129
358-336-06	\$123.34	2409 AZALEA ST	130
358-336-07	\$123.34	2415 AZALEA ST	131
358-336-08	\$123.34	2421 AZALEA ST	132
358-336-09	\$123.34	2427 AZALEA ST	133
358-336-10	\$123.34	2433 AZALEA ST	134
358-336-11	\$123.34	2439 AZALEA ST	135
358-336-12	\$123.34	2438 AZALEA ST	136
358-336-13	\$123.34	2432 AZALEA ST	137
358-336-14	\$123.34	2426 AZALEA ST	138
358-336-15	\$123.34	2420 AZALEA ST	139
358-336-16	\$123.34	2414 AZALEA ST	140
358-336-17	\$123.34	2408 AZALEA ST	141
358-336-18	\$123.34	2402 AZALEA ST	142
358-471-01S	\$123.34	2707 NELSON BLVD	143
358-471-02S	\$123.34	2701 NELSON BLVD	144
358-471-03S	\$123.34	3453 MITCHELL AVE	145
358-471-04S	\$123.34	3449 MITCHELL AVE	146
358-471-05S	\$123.34	3445 MITCHELL AVE	147
358-471-06S	\$123.34	3441 MITCHELL AVE	148
358-471-07S	\$123.34	3437 MITCHELL AVE	149
358-471-08S	\$123.34	3433 MITCHELL AVE	150
358-471-09S	\$123.34	3429 MITCHELL AVE	151
358-471-10S	\$123.34	3425 MITCHELL AVE	152
358-471-11S	\$123.34	3421 MITCHELL AVE	153
358-471-12S	\$123.34	3417 MITCHELL AVE	154
358-471-13S	\$123.34	3413 MITCHELL AVE	155

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APN	Assessment	Situs Address	#
358-471-14S	\$123.34	3409 MITCHELL AVE	156
358-471-15S	\$123.34	3405 MITCHELL AVE	157
358-471-16S	\$123.34	3401 MITCHELL AVE	158
358-472-01S	\$123.34	2611 NELSON BLVD	159
358-472-02S	\$123.34	2615 NELSON BLVD	160
358-472-03S	\$123.34	3458 MITCHELL AVE	161
358-472-04S	\$123.34	3452 MITCHELL AVE	162
358-472-05S	\$123.34	3448 MITCHELL AVE	163
358-472-06S	\$123.34	3444 MITCHELL AVE	164
358-472-07S	\$123.34	3440 MITCHELL AVE	165
358-472-08S	\$123.34	3436 MITCHELL AVE	166
358-472-09S	\$123.34	3432 MITCHELL AVE	167
358-472-10S	\$123.34	3428 MITCHELL AVE	168
358-472-11S	\$123.34	3424 MITCHELL AVE	169
358-472-12S	\$123.34	3420 MITCHELL AVE	170
358-472-13S	\$123.34	3416 MITCHELL AVE	171
358-472-14S	\$123.34	2616 HUNTSMAN AVE	172
358-472-15S	\$123.34	2612 HUNTSMAN AVE	173
358-472-16S	\$123.34	2608 HUNTSMAN AVE	174
358-472-17S	\$123.34	2602 HUNTSMAN AVE	175
358-472-18S	\$123.34	3415 SNYDER ST	176
358-472-19S	\$123.34	3419 SNYDER ST	177
358-472-20S	\$123.34	3423 SNYDER ST	178
358-472-21S	\$123.34	3427 SNYDER ST	179
358-472-22S	\$123.34	3431 SNYDER ST	180
358-472-23S	\$123.34	3435 SNYDER ST	181
358-472-24S	\$123.34	3439 SNYDER ST	182
358-472-25S	\$123.34	3443 SNYDER ST	183
358-472-26S	\$123.34	3447 SNYDER ST	184
358-472-27S	\$123.34	3451 SNYDER ST	185
358-472-28S	\$123.34	3455 SNYDER ST	186

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APN	Assessment	Situs Address	#
358-472-29S	\$123.34	2607 NELSON BLVD	187
358-472-30S	\$123.34	2601 NELSON BLVD	188
358-473-02S	\$123.34	3447 THOMPSON AVE	189
358-473-03S	\$123.34	3441 THOMPSON AVE	190
358-473-08S	\$123.34	2565 NELSON BLVD	191
358-473-09S	\$123.34	2569 NELSON BLVD	192
358-473-10S	\$123.34	2573 NELSON BLVD	193
358-473-11S	\$123.34	2577 NELSON BLVD	194
358-473-12S	\$123.34	2581 NELSON BLVD	195
358-473-13S	\$123.34	3458 SNYDER ST	196
358-473-14S	\$123.34	3446 SNYDER ST	197
358-473-15S	\$123.34	3438 SNYDER ST	198
358-473-16S	\$123.34	3430 SNYDER ST	199
358-473-17S	\$123.34	3420 SNYDER ST	200
358-473-18S	\$123.34	3414 SNYDER ST	201
358-473-19S	\$123.34	2582 HUNTSMAN AVE	202
358-473-20S	\$123.34	2578 HUNTSMAN AVE	203
358-473-21S	\$123.34	2574 HUNTSMAN AVE	204
358-473-22S	\$123.34	2570 HUNTSMAN AVE	205
358-473-23S	\$123.34	2566 HUNTSMAN AVE	206
358-473-24S	\$123.34	3459 THOMPSON AVE	207
358-473-25S	\$123.34	3453 THOMPSON AVE	208
358-473-27S	\$123.34	2509 NELSON BLVD	209
358-473-28S	\$123.34	3452 KELLY CIR	210
358-473-29S	\$123.34	3448 KELLY CIR	211
358-473-30S	\$123.34	3444 KELLY CIR	212
358-473-31S	\$123.34	3440 KELLY CIR	213
358-473-32S	\$123.34	2543 NELSON BLVD	214
358-490-01S	\$123.34	2711 NELSON BLVD	215
358-490-02S	\$123.34	2715 NELSON BLVD	216
358-490-03S	\$123.34	2719 NELSON BLVD	217

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APN	Assessment	Situs Address	#
358-490-04S	\$123.34	2723 NELSON BLVD	218
358-490-05S	\$123.34	2727 NELSON BLVD	219
358-490-06S	\$123.34	2731 NELSON BLVD	220
358-490-08S	\$123.34	2755 NELSON BLVD	221
358-490-09S	\$123.34	2729 PHEASANT RUN ST	222
358-490-10S	\$123.34	2725 PHEASANT RUN ST	223
358-490-11S	\$123.34	2721 PHEASANT RUN ST	224
358-490-12S	\$123.34	2717 PHEASANT RUN ST	225
358-490-13S	\$123.34	3402 ORYAN ST	226
358-490-14S	\$123.34	3406 ORYAN ST	227
358-490-15S	\$123.34	3410 ORYAN ST	228
358-490-16S	\$123.34	3414 ORYAN ST	229
358-490-17S	\$123.34	3418 ORYAN ST	230
358-490-18S	\$123.34	3422 ORYAN ST	231
358-490-19S	\$123.34	3426 ORYAN ST	232
358-490-20S	\$123.34	3430 ORYAN ST	233
358-490-21S	\$123.34	3434 ORYAN ST	234
358-490-22S	\$123.34	3438 ORYAN ST	235
358-490-23S	\$123.34	3442 ORYAN ST	236
358-490-24S	\$123.34	2714 BURNHAM ST	237
358-490-25S	\$123.34	2718 BURNHAM ST	238
358-490-28S	\$123.34	2719 BURNHAM ST	239
358-490-29S	\$123.34	2720 PHEASANT RUN ST	240
358-490-30S	\$123.34	3415 ORYAN ST	241
358-490-31S	\$123.34	3419 ORYAN ST	242
358-490-32S	\$123.34	3423 ORYAN ST	243
358-490-35S	\$123.34	2726 BURNHAM ST	244
358-490-37S	\$123.34	2722 BURNHAM ST	245
358-490-38	\$123.34	3497 SHAFT ST	246
358-490-39	\$123.34	3489 SHAFT ST	247
358-490-40	\$123.34	3477 SHAFT ST	248

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APN	Assessment	Situs Address	#
358-490-41	\$123.34	3465 SHAFT ST	249
358-490-42	\$123.34	3453 SHAFT ST	250
358-490-43	\$123.34	3441 SHAFT ST	251
358-490-44	\$123.34	3433 SHAFT ST	252
358-490-45	\$123.34	3421 SHAFT ST	253
358-490-46	\$123.34	2925 HUNTSMAN AVE	254
358-490-47	\$123.34	2913 HUNTSMAN AVE	255
358-490-48	\$123.34	2901 HUNTSMAN AVE	256
358-490-49	\$123.34	2885 HUNTSMAN AVE	257
358-490-50	\$123.34	2873 HUNTSMAN AVE	258
358-490-51	\$123.34	2861 HUNTSMAN AVE	259
358-490-52	\$123.34	3412 JORDAN ST	260
358-490-53	\$123.34	3424 JORDAN ST	261
358-490-54	\$123.34	3436 JORDAN ST	262
358-490-55	\$123.34	3448 JORDAN ST	263
358-490-56	\$123.34	3460 JORDAN ST	264
358-490-57	\$123.34	3472 JORDAN ST	265
358-490-58	\$123.34	3484 JORDAN ST	266
358-490-59	\$123.34	3496 JORDAN ST	267
358-490-60	\$123.34	3495 JORDAN ST	268
358-490-61	\$123.34	3487 JORDAN ST	269
358-490-62	\$123.34	3475 JORDAN ST	270
358-490-63	\$123.34	3463 JORDAN ST	271
358-490-64	\$123.34	3451 JORDAN ST	272
358-490-65	\$123.34	3439 JORDAN ST	273
358-490-66	\$123.34	3427 JORDAN ST	274
358-490-67	\$123.34	3426 SHAFT ST	275
358-490-68	\$123.34	3438 SHAFT ST	276
358-490-69	\$123.34	3450 SHAFT ST	277
358-490-70	\$123.34	3462 SHAFT ST	278
358-490-71	\$123.34	3474 SHAFT ST	279

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APN	Assessment	Situs Address	#
358-490-72	\$123.34	3486 SHAFT ST	280
358-490-73	\$123.34	3498 SHAFT ST	281
358-490-75S	\$123.34	3427 ORYAN ST	282
358-490-76S	\$123.34	3431 ORYAN ST	283
358-511-01	\$123.34	3518 CLEVELAND ST	284
358-511-02	\$123.34	3524 CLEVELAND ST	285
358-511-03	\$123.34	3536 CLEVELAND ST	286
358-511-04	\$123.34	3548 CLEVELAND ST	287
358-511-05	\$123.34	3602 CLEVELAND ST	288
358-511-06	\$123.34	3608 CLEVELAND ST	289
358-511-07	\$123.34	3616 CLEVELAND ST	290
358-511-08	\$123.34	3624 CLEVELAND ST	291
358-511-09	\$123.34	2832 NORTHHILL ST	292
358-511-10	\$123.34	2836 NORTHHILL ST	293
358-511-11	\$123.34	2840 NORTHHILL ST	294
358-511-12	\$123.34	2844 NORTHHILL ST	295
358-511-13	\$123.34	2848 NORTHHILL ST	296
358-511-14	\$123.34	2852 NORTHHILL ST	297
358-511-15	\$123.34	2856 NORTHHILL ST	298
358-511-16	\$123.34	2860 NORTHHILL ST	299
358-511-17	\$123.34	2964 NORTHHILL ST	300
358-511-18	\$123.34	2968 NORTHHILL ST	301
358-511-19	\$123.34	2972 NORTHHILL ST	302
358-511-20	\$123.34	2976 NORTHHILL ST	303
358-511-21	\$123.34	2971 NORTHHILL ST	304
358-511-22	\$123.34	2969 NORTHHILL ST	305
358-511-23	\$123.34	3607 SHAFT ST	306
358-511-24	\$123.34	3547 SHAFT ST	307
358-511-25	\$123.34	3535 SHAFT ST	308
358-511-26	\$123.34	3531 SHAFT ST	309
358-511-27	\$123.34	3527 SHAFT ST	310

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APN	Assessment	Situs Address	#
358-511-28	\$123.34	2974 NELSON BLVD	311
358-511-31S	\$123.34	2714 NORTHHILL ST	312
358-511-32S	\$123.34	2720 NORTHHILL ST	313
358-511-33S	\$123.34	2726 NORTHHILL ST	314
358-511-34S	\$123.34	2732 NORTHHILL ST	315
358-511-35S	\$123.34	2738 NORTHHILL ST	316
358-511-36S	\$123.34	2737 NORTHHILL ST	317
358-511-37S	\$123.34	2731 NORTHHILL ST	318
358-511-38S	\$123.34	2725 NORTHHILL ST	319
358-511-39S	\$123.34	2719 NORTHHILL ST	320
358-511-40S	\$123.34	2713 NORTHHILL ST	321
358-511-41S	\$123.34	2710 HILLCREST ST	322
358-511-42S	\$123.34	2716 HILLCREST ST	323
358-511-43S	\$123.34	2722 HILLCREST ST	324
358-511-44S	\$123.34	2728 HILLCREST ST	325
358-511-45S	\$123.34	2734 HILLCREST ST	326
358-511-46S	\$123.34	2735 HILLCREST ST	327
358-511-47S	\$123.34	2729 HILLCREST ST	328
358-511-48S	\$123.34	2723 HILLCREST ST	329
358-511-49S	\$123.34	2717 HILLCREST ST	330
358-511-50S	\$123.34	2711 HILLCREST ST	331
358-512-01	\$123.34	2861 NORTHHILL ST	332
358-512-02	\$123.34	2857 NORTHHILL ST	333
358-512-03	\$123.34	2853 NORTHHILL ST	334
358-512-04	\$123.34	2849 NORTHHILL ST	335
358-512-05	\$123.34	2845 NORTHHILL ST	336
358-512-06	\$123.34	2841 NORTHHILL ST	337
358-512-07	\$123.34	2837 NORTHHILL ST	338
358-512-08	\$123.34	2838 HILLCREST ST	339
358-512-09	\$123.34	2842 HILLCREST ST	340
358-512-10	\$123.34	2846 HILLCREST ST	341

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APN	Assessment	Situs Address	#
358-512-11	\$123.34	2850 HILLCREST ST	342
358-512-12	\$123.34	2854 HILLCREST ST	343
358-512-13	\$123.34	2858 HILLCREST ST	344
358-512-14	\$123.34	2862 HILLCREST ST	345
358-513-01	\$123.34	2863 HILLCREST ST	346
358-513-02	\$123.34	2859 HILLCREST ST	347
358-513-03	\$123.34	2855 HILLCREST ST	348
358-513-04	\$123.34	2851 HILLCREST ST	349
358-513-05	\$123.34	2847 HILLCREST ST	350
358-513-06	\$123.34	2843 HILLCREST ST	351
358-513-07	\$123.34	2839 HILLCREST ST	352
358-513-08	\$123.34	3523 CLEVELAND ST	353
358-513-09	\$123.34	3517 CLEVELAND ST	354
358-513-10	\$123.34	2844 NELSON BLVD	355
358-513-11	\$123.34	2848 NELSON BLVD	356
358-513-12	\$123.34	2852 NELSON BLVD	357
358-513-13	\$123.34	2856 NELSON BLVD	358
358-513-14	\$123.34	2860 NELSON BLVD	359
358-513-15	\$123.34	3530 SHAFT ST	360
358-513-16	\$123.34	3526 SHAFT ST	361
358-620-01S	\$123.34	2504 NORTHHILL ST	362
358-620-02S	\$123.34	2510 NORTHHILL ST	363
358-620-03S	\$123.34	2516 NORTHHILL ST	364
358-620-04S	\$123.34	2522 NORTHHILL ST	365
358-620-05S	\$123.34	2528 NORTHHILL ST	366
358-620-06S	\$123.34	2534 NORTHHILL ST	367
358-620-07S	\$123.34	2540 NORTHHILL ST	368
358-620-08S	\$123.34	2604 NORTHHILL ST	369
358-620-09S	\$123.34	2610 NORTHHILL ST	370
358-620-10S	\$123.34	3651 BRYAN ST	371
358-620-11S	\$123.34	3645 BRYAN ST	372

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APN	Assessment	Situs Address	#
358-620-12S	\$123.34	3644 SNYDER ST	373
358-620-13S	\$123.34	3650 SNYDER ST	374
358-620-14S	\$123.34	2646 NORTHHILL ST	375
358-620-15S	\$123.34	2652 NORTHHILL ST	376
358-620-16S	\$123.34	2658 NORTHHILL ST	377
358-620-17S	\$123.34	2708 NORTHHILL ST	378
358-620-18S	\$123.34	2707 NORTHHILL ST	379
358-620-19S	\$123.34	2651 NORTHHILL ST	380
358-620-20S	\$123.34	2645 NORTHHILL ST	381
358-620-21S	\$123.34	2639 NORTHHILL ST	382
358-620-22S	\$123.34	2633 NORTHHILL ST	383
358-620-23S	\$123.34	2627 NORTHHILL ST	384
358-620-24S	\$123.34	2621 NORTHHILL ST	385
358-620-25S	\$123.34	2615 NORTHHILL ST	386
358-620-26S	\$123.34	2609 NORTHHILL ST	387
358-620-27S	\$123.34	2603 NORTHHILL ST	388
358-620-28S	\$123.34	2535 NORTHHILL ST	389
358-620-29S	\$123.34	2529 NORTHHILL ST	390
358-620-30S	\$123.34	2523 NORTHHILL ST	391
358-620-31S	\$123.34	2517 NORTHHILL ST	392
358-620-32S	\$123.34	2511 NORTHHILL ST	393
358-620-33S	\$123.34	2505 NORTHHILL ST	394
358-620-36S	\$123.34	2502 HILLCREST ST	395
358-620-37S	\$123.34	2508 HILLCREST ST	396
358-620-38S	\$123.34	2514 HILLCREST ST	397
358-620-39S	\$123.34	2520 HILLCREST ST	398
358-620-40S	\$123.34	2526 HILLCREST ST	399
358-620-41S	\$123.34	2532 HILLCREST ST	400
358-620-42S	\$123.34	2600 HILLCREST ST	401
358-620-43S	\$123.34	2606 HILLCREST ST	402
358-620-44S	\$123.34	2612 HILLCREST ST	403

EXHIBIT "B" TO ENGINEER'S REPORT
CITY OF SELMA
LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1
Zone 2

APN	Assessment	Situs Address	#
358-620-45S	\$123.34	2618 HILLCREST ST	404
358-620-46S	\$123.34	2624 HILLCREST ST	405
358-620-47S	\$123.34	2630 HILLCREST ST	406
358-620-48S	\$123.34	2636 HILLCREST ST	407
358-620-49S	\$123.34	2642 HILLCREST ST	408
358-620-50S	\$123.34	2648 HILLCREST ST	409
358-620-51S	\$123.34	2704 HILLCREST ST	410
358-620-52S	\$123.34	2705 HILLCREST ST	411
358-620-53S	\$123.34	2649 HILLCREST ST	412
358-620-54S	\$123.34	2643 HILLCREST ST	413
358-620-55S	\$123.34	2637 HILLCREST ST	414
358-620-56S	\$123.34	2631 HILLCREST ST	415
358-620-57S	\$123.34	2625 HILLCREST ST	416
358-620-58S	\$123.34	2619 HILLCREST ST	417
358-620-59S	\$123.34	2613 HILLCREST ST	418
358-620-60S	\$123.34	2607 HILLCREST ST	419
358-620-61S	\$123.34	2601 HILLCREST ST	420
358-620-62S	\$123.34	2539 HILLCREST ST	421
358-620-63S	\$123.34	2533 HILLCREST ST	422
358-620-64S	\$123.34	2527 HILLCREST ST	423
358-620-65S	\$123.34	2521 HILLCREST ST	424
358-620-66S	\$123.34	2515 HILLCREST ST	425
358-620-67S	\$123.34	2509 HILLCREST ST	426
358-620-68S	\$123.34	2503 HILLCREST ST	427
ZONE 2 Total	\$52,666.18		427

EXHIBIT "B" TO ENGINEER'S REPORT
CITY OF SELMA
LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1
Zone 3

APN	Assessment	Situs Address	#
358-431-03	\$93.88	3828 THOMPSON AVE	1
358-431-04	\$93.88	3822 THOMPSON AVE	2
358-431-05	\$93.88	3816 THOMPSON AVE	3
358-431-06	\$93.88	3810 THOMPSON AVE	4
358-431-07	\$93.88	3804 THOMPSON AVE	5
358-431-08	\$93.88	3801 WILLOW ST	6
358-431-09	\$93.88	3807 WILLOW ST	7
358-431-10	\$93.88	3813 WILLOW ST	8
358-431-11	\$93.88	3819 WILLOW ST	9
358-431-12	\$93.88	3825 WILLOW ST	10
358-431-13	\$93.88	3826 WILLOW ST	11
358-431-14	\$93.88	2410 STEPHANIE LN	12
358-431-15	\$93.88	2402 STEPHANIE LN	13
358-431-16	\$93.88	3827 GAYNOR CIR	14
358-431-17	\$93.88	3824 GAYNOR CIR	15
358-431-18	\$93.88	2390 STEPHANIE LN	16
358-431-19	\$93.88	2384 STEPHANIE LN	17
358-431-20	\$93.88	3829 VAN HORN ST	18
358-431-21	\$93.88	3828 VAN HORN ST	19
358-431-22	\$93.88	3824 VAN HORN ST	20
358-431-23	\$93.88	3823 HOWARD ST	21
358-431-24	\$93.88	3817 HOWARD ST	22
358-431-25	\$93.88	3818 HOWARD ST	23
358-431-26	\$93.88	3814 HOWARD ST	24
358-431-27	\$93.88	3810 HOWARD ST	25
358-431-28	\$93.88	3806 HOWARD ST	26
358-431-29	\$93.88	3802 HOWARD ST	27
358-431-32	\$93.88	3801 WRIGHT ST	28
358-431-33	\$93.88	3805 WRIGHT ST	29
358-431-34	\$93.88	3809 WRIGHT ST	30
358-431-35	\$93.88	3813 WRIGHT ST	31

EXHIBIT "B" TO ENGINEER'S REPORT
CITY OF SELMA
LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1
Zone 3

APN	Assessment	Situs Address	#
358-431-36	\$93.88	3817 WRIGHT ST	32
358-433-17	\$93.88	3808 WILLOW ST	33
358-433-18	\$93.88	2407 STEPHANIE LN	34
358-433-19	\$93.88	2401 STEPHANIE LN	35
358-433-20	\$93.88	2395 STEPHANIE LN	36
358-433-21	\$93.88	2389 STEPHANIE LN	37
358-433-22	\$93.88	2385 STEPHANIE LN	38
358-433-23	\$93.88	2381 STEPHANIE LN	39
358-433-24	\$93.88	2377 STEPHANIE LN	40
358-433-25	\$93.88	2373 STEPHANIE LN	41
358-433-26	\$93.88	2369 STEPHANIE LN	42
358-501-01	\$93.88	2449 SARAH CIR	43
358-501-02	\$93.88	2443 SARAH CIR	44
358-501-03	\$93.88	2437 SARAH CIR	45
358-501-04	\$93.88	2431 SARAH CIR	46
358-501-05	\$93.88	2425 SARAH CIR	47
358-501-06	\$93.88	2419 SARAH CIR	48
358-501-07	\$93.88	2413 SARAH CIR	49
358-501-08	\$93.88	2407 SARAH CIR	50
358-501-09	\$93.88	2401 SARAH CIR	51
358-501-10	\$93.88	2402 SARAH CIR	52
358-501-11	\$93.88	2408 SARAH CIR	53
358-501-12	\$93.88	2414 SARAH CIR	54
358-501-13	\$93.88	2420 SARAH CIR	55
358-501-14	\$93.88	2426 SARAH CIR	56
358-501-15	\$93.88	2432 SARAH CIR	57
358-501-16	\$93.88	2438 SARAH CIR	58
358-501-17	\$93.88	2444 SARAH CIR	59
358-501-18	\$93.88	2450 SARAH CIR	60
358-501-19	\$93.88	2451 NORTHVIEW ST	61
358-501-20	\$93.88	2445 NORTHVIEW ST	62

EXHIBIT "B" TO ENGINEER'S REPORT
CITY OF SELMA
LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1
Zone 3

APN	Assessment	Situs Address	#
358-501-21	\$93.88	2439 NORTHVIEW ST	63
358-501-22	\$93.88	2433 NORTHVIEW ST	64
358-501-23	\$93.88	2427 NORTHVIEW ST	65
358-501-24	\$93.88	2421 NORTHVIEW ST	66
358-501-25	\$93.88	2415 NORTHVIEW ST	67
358-501-26	\$93.88	2409 NORTHVIEW ST	68
358-501-27	\$93.88	2403 NORTHVIEW ST	69
358-501-28	\$93.88	2397 NORTHVIEW ST	70
358-501-29	\$93.88	2391 NORTHVIEW ST	71
358-501-30	\$93.88	2385 NORTHVIEW ST	72
358-501-31	\$93.88	2379 NORTHVIEW ST	73
358-501-32	\$93.88	2373 NORTHVIEW ST	74
358-501-33	\$93.88	2367 NORTHVIEW ST	75
358-501-34	\$93.88	2361 NORTHVIEW ST	76
358-501-35	\$93.88	2355 NORTHVIEW ST	77
358-501-36	\$93.88	2349 NORTHVIEW ST	78
358-502-01	\$93.88	2452 NORTHVIEW ST	79
358-502-02	\$93.88	2440 NORTHVIEW ST	80
358-502-03	\$93.88	3977 WILLOW ST	81
358-502-04	\$93.88	3978 S THOMPSON AVE	82
358-503-01	\$93.88	2428 NORTHVIEW ST	83
358-503-02	\$93.88	2422 NORTHVIEW ST	84
358-503-03	\$93.88	2416 NORTHVIEW ST	85
358-503-04	\$93.88	2410 NORTHVIEW ST	86
358-503-05	\$93.88	2404 NORTHVIEW ST	87
358-503-06	\$93.88	2398 NORTHVIEW ST	88
358-503-07	\$93.88	2392 NORTHVIEW ST	89
358-503-08	\$93.88	2386 NORTHVIEW ST	90
358-503-09	\$93.88	2380 NORTHVIEW ST	91
358-503-10	\$93.88	2374 NORTHVIEW ST	92
358-503-11	\$93.88	2368 NORTHVIEW ST	93

EXHIBIT "B" TO ENGINEER'S REPORT
CITY OF SELMA
LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1
Zone 3

APN	Assessment	Situs Address	#
358-503-12	\$93.88	2362 NORTHVIEW ST	94
358-503-13	\$93.88	2356 NORTHVIEW ST	95
358-503-14	\$93.88	2350 NORTHVIEW ST	96
358-503-15	\$93.88	2351 SIERRA VIEW ST	97
358-503-16	\$93.88	2357 SIERRA VIEW ST	98
358-503-17	\$93.88	2363 SIERRA VIEW ST	99
358-503-18	\$93.88	2369 SIERRA VIEW ST	100
358-503-19	\$93.88	2375 SIERRA VIEW ST	101
358-503-20	\$93.88	2381 SIERRA VIEW ST	102
358-503-21	\$93.88	2387 SIERRA VIEW ST	103
358-503-22	\$93.88	2393 SIERRA VIEW ST	104
358-503-23	\$93.88	2399 SIERRA VIEW ST	105
358-503-24	\$93.88	2405 SIERRA VIEW ST	106
358-503-25	\$93.88	2411 SIERRA VIEW ST	107
358-503-26	\$93.88	2417 SIERRA VIEW ST	108
358-503-27	\$93.88	2423 SIERRA VIEW ST	109
358-503-28	\$93.88	2429 SIERRA VIEW ST	110
358-504-01	\$93.88	2436 SIERRA VIEW ST	111
358-504-02	\$93.88	2430 SIERRA VIEW ST	112
358-504-03	\$93.88	2424 SIERRA VIEW ST	113
358-504-04	\$93.88	2418 SIERRA VIEW ST	114
358-504-05	\$93.88	2412 SIERRA VIEW ST	115
358-504-06	\$93.88	2406 SIERRA VIEW ST	116
358-504-07	\$93.88	2400 SIERRA VIEW ST	117
358-504-08	\$93.88	2394 SIERRA VIEW ST	118
358-504-09	\$93.88	2388 SIERRA VIEW ST	119
358-504-10	\$93.88	2382 SIERRA VIEW ST	120
358-504-11	\$93.88	2376 SIERRA VIEW ST	121
358-504-12	\$93.88	2370 SIERRA VIEW ST	122
358-504-13	\$93.88	2364 SIERRA VIEW ST	123
358-504-14	\$93.88	2358 SIERRA VIEW ST	124

EXHIBIT "B" TO ENGINEER'S REPORT
CITY OF SELMA
LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1
Zone 3

APN	Assessment	Situs Address	#
358-504-15	\$93.88	2352 SIERRA VIEW ST	125
358-551-01	\$93.88	2566 SIERRA VIEW ST	126
358-551-02	\$93.88	2560 SIERRA VIEW ST	127
358-551-03	\$93.88	2554 SIERRA VIEW ST	128
358-551-04	\$93.88	2548 SIERRA VIEW ST	129
358-551-05	\$93.88	2652 SIERRA VIEW ST	130
358-551-06	\$93.88	2646 SIERRA VIEW ST	131
358-551-07	\$93.88	2640 SIERRA VIEW ST	132
358-551-08	\$93.88	2634 SIERRA VIEW ST	133
358-551-09	\$93.88	2628 SIERRA VIEW ST	134
358-551-10	\$93.88	2622 SIERRA VIEW ST	135
358-551-11	\$93.88	2616 SIERRA VIEW ST	136
358-551-12	\$93.88	2610 SIERRA VIEW ST	137
358-551-13	\$93.88	2606 SIERRA VIEW ST	138
358-552-01	\$93.88	2565 SIERRA VIEW ST	139
358-552-02	\$93.88	2559 SIERRA VIEW ST	140
358-552-03	\$93.88	2553 SIERRA VIEW ST	141
358-552-04	\$93.88	3935 JASPER ST	142
358-552-05	\$93.88	3929 JASPER ST	143
358-552-06	\$93.88	2552 SARAH ST	144
358-552-07	\$93.88	2558 SARAH ST	145
358-552-08	\$93.88	2564 SARAH ST	146
358-552-09	\$93.88	3930 SNYDER ST	147
358-552-10	\$93.88	3936 SNYDER ST	148
358-552-11	\$93.88	2639 SIERRA VIEW ST	149
358-552-12	\$93.88	2633 SIERRA VIEW ST	150
358-552-13	\$93.88	2627 SIERRA VIEW ST	151
358-552-14	\$93.88	2621 SIERRA VIEW ST	152
358-552-15	\$93.88	2615 SIERRA VIEW ST	153
358-552-16	\$93.88	2609 SIERRA VIEW ST	154
358-552-17	\$93.88	2605 SIERRA VIEW ST	155

EXHIBIT "B" TO ENGINEER'S REPORT
CITY OF SELMA
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Zone 3

APN	Assessment	Situs Address	#
358-552-18	\$93.88	2638 SARAH ST	156
358-552-19	\$93.88	2632 SARAH ST	157
358-552-20	\$93.88	2626 SARAH ST	158
358-552-21	\$93.88	2620 SARAH ST	159
358-552-22	\$93.88	2614 SARAH ST	160
358-552-23	\$93.88	2608 SARAH ST	161
358-553-01	\$93.88	3925 SNYDER ST	162
358-553-02	\$93.88	3919 SNYDER ST	163
358-553-03	\$93.88	3913 SNYDER ST	164
358-553-04	\$93.88	3907 SNYDER ST	165
358-553-05	\$93.88	3908 MITCHELL AVE	166
358-553-06	\$93.88	3914 MITCHELL AVE	167
358-553-07	\$93.88	3920 MITCHELL AVE	168
358-553-08	\$93.88	3926 MITCHELL AVE	169
358-553-09	\$93.88	2631 SARAH ST	170
358-553-10	\$93.88	2625 SARAH ST	171
358-553-11	\$93.88	2619 SARAH ST	172
358-554-01	\$93.88	2563 SARAH ST	173
358-554-02	\$93.88	2557 SARAH ST	174
358-554-03	\$93.88	2551 SARAH ST	175
358-554-04	\$93.88	2545 SARAH ST	176
358-554-05	\$93.88	2539 SARAH ST	177
358-554-06	\$93.88	2533 SARAH ST	178
358-554-07	\$93.88	2517 SARAH ST	179
358-554-08	\$93.88	2511 SARAH ST	180
358-554-09	\$93.88	2505 SARAH ST	181
358-555-01	\$93.88	3920 KELLY CIR	182
358-555-02	\$93.88	3926 KELLY CIR	183
358-555-03	\$93.88	3932 KELLY CIR	184
358-555-04	\$93.88	3938 KELLY CIR	185
358-555-05	\$93.88	3939 KELLY CIR	186

EXHIBIT "B" TO ENGINEER'S REPORT
CITY OF SELMA
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Zone 3

APN	Assessment	Situs Address	#
358-555-06	\$93.88	3933 KELLY CIR	187
358-555-07	\$93.88	3927 KELLY CIR	188
358-555-08	\$93.88	3921 KELLY CIR	189
358-555-09	\$93.88	3922 JASPER ST	190
358-555-10	\$93.88	3928 JASPER ST	191
358-555-11	\$93.88	3934 JASPER ST	192
358-555-12	\$93.88	3940 JASPER ST	193
358-556-01	\$93.88	3909 MITCHELL AVE	194
358-556-02	\$93.88	3915 MITCHELL AVE	195
358-556-03	\$93.88	3921 MITCHELL AVE	196
358-556-04	\$93.88	3927 MITCHELL AVE	197
358-556-05	\$93.88	3933 MITCHELL AVE	198
358-556-06	\$93.88	3939 MITCHELL AVE	199
358-556-07	\$93.88	3945 MITCHELL AVE	200
358-556-08	\$93.88	3951 MITCHELL AVE	201
 ZONE 3 Total	 \$18,869.88		 201

EXHIBIT "B" TO ENGINEER'S REPORT
CITY OF SELMA
LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1
Zone 4

APN	Assessment	Situs Address	#
358-521-11	\$120.86	2121 ALTON ST	1
358-521-12	\$120.86	2115 ALTON ST	2
358-521-13	\$120.86	2105 ALTON ST	3
358-521-14	\$120.86	2053 ALTON ST	4
358-521-15	\$120.86	2045 ALTON ST	5
358-521-16	\$120.86	2037 ALTON ST	6
358-521-17	\$120.86	2029 ALTON ST	7
358-521-18	\$120.86	2021 ALTON ST	8
358-521-19	\$120.86	2015 ALTON ST	9
358-521-20	\$120.86	2003 ALTON ST	10
358-521-21	\$120.86	2004 MAPLE ST	11
358-521-22	\$120.86	2008 MAPLE ST	12
358-521-23	\$120.86	2016 MAPLE ST	13
358-521-24	\$120.86	2024 MAPLE ST	14
358-521-25	\$120.86	2030 MAPLE ST	15
358-521-26	\$120.86	2040 MAPLE ST	16
358-521-27	\$120.86	2048 MAPLE ST	17
358-521-28	\$120.86	2102 MAPLE ST	18
358-521-29	\$120.86	2108 MAPLE ST	19
358-521-30	\$120.86	2116 MAPLE ST	20
358-521-32	\$120.86	2129 ALTON ST	21
358-521-33	\$120.86	2137 ALTON ST	22
358-521-34	\$120.86	2145 ALTON ST	23
358-521-35	\$120.86	2207 ALTON ST	24
358-521-36	\$120.86	2217 ALTON ST	25
358-521-37	\$120.86	2223 ALTON ST	26
358-521-38	\$120.86	2251 ALTON ST	27
358-521-39	\$120.86	2259 ALTON ST	28
358-521-40	\$120.86	2260 MAPLE ST	29
358-521-41	\$120.86	2252 MAPLE ST	30
358-521-42	\$120.86	2224 MAPLE ST	31

EXHIBIT "B" TO ENGINEER'S REPORT
CITY OF SELMA
LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1
Zone 4

APN	Assessment	Situs Address	#
358-521-43	\$120.86	2218 MAPLE ST	32
358-521-44	\$120.86	2208 MAPLE ST	33
358-521-45	\$120.86	2146 MAPLE ST	34
358-521-46	\$120.86	2138 MAPLE ST	35
358-521-47	\$120.86	2124 MAPLE ST	36
358-522-01	\$120.86	2003 OAK ST	37
358-522-02	\$120.86	2011 OAK ST	38
358-522-03	\$120.86	2019 OAK ST	39
358-522-04	\$120.86	2027 OAK ST	40
358-522-05	\$120.86	2035 OAK ST	41
358-522-06	\$120.86	2043 OAK ST	42
358-522-07	\$120.86	2051 OAK ST	43
358-522-08	\$120.86	2103 OAK ST	44
358-522-09	\$120.86	2111 OAK ST	45
358-522-10	\$120.86	2104 ALTON ST	46
358-522-11	\$120.86	2058 ALTON ST	47
358-522-12	\$120.86	2044 ALTON ST	48
358-522-13	\$120.86	2036 ALTON ST	49
358-522-14	\$120.86	2028 ALTON ST	50
358-523-01	\$120.86	2127 OAK ST	51
358-523-02	\$120.86	2135 OAK ST	52
358-523-03	\$120.86	2143 OAK ST	53
358-523-04	\$120.86	2205 OAK ST	54
358-523-05	\$120.86	2215 OAK ST	55
358-523-06	\$120.86	2221 OAK ST	56
358-523-07	\$120.86	2239 OAK ST	57
358-523-08	\$120.86	2257 OAK ST	58
358-523-09	\$120.86	2258 ALTON ST	59
358-523-10	\$120.86	2250 ALTON ST	60
358-523-11	\$120.86	2222 ALTON ST	61
358-523-12	\$120.86	2216 ALTON ST	62

EXHIBIT "B" TO ENGINEER'S REPORT
CITY OF SELMA
LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1
Zone 4

APN	Assessment	Situs Address	#
358-523-13	\$120.86	2206 ALTON ST	63
358-523-14	\$120.86	2144 ALTON ST	64
358-523-15	\$120.86	2136 ALTON ST	65
358-523-16	\$120.86	2128 ALTON ST	66
358-524-01	\$120.86	2116 OAK ST	67
358-524-02	\$120.86	2108 OAK ST	68
358-524-03	\$120.86	2102 OAK ST	69
358-524-04	\$120.86	2048 OAK ST	70
358-524-05	\$120.86	2040 OAK ST	71
358-524-06	\$120.86	2030 OAK ST	72
358-524-07	\$120.86	2024 OAK ST	73
358-524-08	\$120.86	2016 OAK ST	74
358-524-09	\$120.86	2008 OAK ST	75
358-524-10	\$120.86	2004 OAK ST	76
358-524-11	\$120.86	2256 OAK ST	77
358-524-12	\$120.86	2238 OAK ST	78
358-524-13	\$120.86	2220 OAK ST	79
358-524-14	\$120.86	2214 OAK ST	80
358-524-15	\$120.86	2204 OAK ST	81
358-524-16	\$120.86	2142 OAK ST	82
358-524-17	\$120.86	2134 OAK ST	83
358-524-18	\$120.86	2126 OAK ST	84
358-531-01	\$120.86	1914 ALTON CT	85
358-531-02	\$120.86	1908 ALTON CT	86
358-531-03	\$120.86	1902 ALTON CT	87
358-531-04	\$120.86	1822 OAK ST	88
358-531-05	\$120.86	1816 OAK ST	89
358-531-06	\$120.86	1810 OAK ST	90
358-531-07	\$120.86	1804 OAK ST	91
358-531-08	\$120.86	1718 OAK ST	92
358-531-09	\$120.86	1712 OAK ST	93

EXHIBIT "B" TO ENGINEER'S REPORT
CITY OF SELMA
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Zone 4

APN	Assessment	Situs Address	#
358-531-10	\$120.86	1706 OAK ST	94
358-531-11	\$120.86	1707 ASPEN ST	95
358-531-12	\$120.86	1713 ASPEN ST	96
358-531-13	\$120.86	1719 ASPEN ST	97
358-531-14	\$120.86	1805 ASPEN ST	98
358-531-15	\$120.86	1811 ASPEN ST	99
358-531-16	\$120.86	1817 ASPEN ST	100
358-531-17	\$120.86	1823 ASPEN ST	101
358-532-01	\$120.86	1913 ALTON CT	102
358-532-02	\$120.86	1907 ALTON CT	103
358-532-03	\$120.86	1901 ALTON CT	104
358-533-01	\$120.86	1815 OAK ST	105
358-533-02	\$120.86	1809 OAK ST	106
358-533-03	\$120.86	1803 OAK ST	107
358-533-04	\$120.86	1717 OAK ST	108
358-533-05	\$120.86	1711 OAK ST	109
358-533-06	\$120.86	1705 OAK ST	110
358-533-07	\$120.86	1704 ALTON ST	111
358-533-08	\$120.86	1710 ALTON ST	112
358-533-09	\$120.86	1716 ALTON ST	113
358-533-10	\$120.86	1802 ALTON ST	114
358-533-11	\$120.86	1808 ALTON ST	115
358-533-12	\$120.86	1814 ALTON ST	116
358-534-01	\$120.86	3068 JOY ST	117
358-534-02	\$120.86	3062 JOY ST	118
358-534-03	\$120.86	3056 JOY ST	119
358-534-04	\$120.86	3050 JOY ST	120
358-534-05	\$120.86	3044 JOY ST	121
358-534-06	\$120.86	3038 JOY ST	122
358-534-07	\$120.86	3032 JOY ST	123
358-534-08	\$120.86	3026 JOY ST	124

EXHIBIT "B" TO ENGINEER'S REPORT
CITY OF SELMA
LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1
Zone 4

APN	Assessment	Situs Address	#
358-534-09	\$120.86	3025 LOVE ST	125
358-534-10	\$120.86	3031 LOVE ST	126
358-534-11	\$120.86	3037 LOVE ST	127
358-534-12	\$120.86	3043 LOVE ST	128
358-534-13	\$120.86	3049 LOVE ST	129
358-534-14	\$120.86	3055 LOVE ST	130
358-534-15	\$120.86	3061 LOVE ST	131
358-534-16	\$120.86	1624 ASPEN ST	132
358-534-17	\$120.86	1618 ASPEN ST	133
358-534-18	\$120.86	1612 ASPEN ST	134
358-534-19	\$120.86	1606 ASPEN ST	135
358-535-01	\$120.86	3048 LOVE ST	136
358-535-02	\$120.86	3042 LOVE ST	137
358-535-03	\$120.86	3036 LOVE ST	138
358-535-04	\$120.86	3030 LOVE ST	139
358-535-05	\$120.86	3024 LOVE ST	140
358-535-06	\$120.86	3047 D ST	141
358-535-07	\$120.86	3041 D ST	142
358-535-08	\$120.86	3035 D ST	143
358-535-09	\$120.86	3029 D ST	144
358-535-10	\$120.86	3018 D ST	145
358-535-11	\$120.86	3012 D ST	146
358-535-12	\$120.86	3008 D ST	147
358-535-13	\$120.86	3002 D ST	148
358-561-01	\$120.86	1708 ASPEN ST	149
358-561-02	\$120.86	1714 ASPEN ST	150
358-561-03	\$120.86	1720 ASPEN ST	151
358-561-04	\$120.86	1806 ASPEN ST	152
358-561-05	\$120.86	1812 ASPEN ST	153
358-561-06	\$120.86	1818 ASPEN ST	154
358-561-07	\$120.86	1819 COOPER ST	155

EXHIBIT "B" TO ENGINEER'S REPORT
CITY OF SELMA
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Zone 4

APN	Assessment	Situs Address	#
358-561-08	\$120.86	1813 COOPER ST	156
358-561-09	\$120.86	1807 COOPER ST	157
358-561-10	\$120.86	1721 COOPER ST	158
358-561-11	\$120.86	1715 COOPER ST	159
358-561-12	\$120.86	1709 COOPER ST	160
358-561-13	\$120.86	1631 COOPER ST	161
358-561-14	\$120.86	1625 COOPER ST	162
358-561-15	\$120.86	1619 COOPER ST	163
358-561-16	\$120.86	1613 COOPER ST	164
358-561-17	\$120.86	1607 COOPER ST	165
358-561-18	\$120.86	1601 COOPER ST	166
358-561-19	\$120.86	3134 LOVE ST	167
358-561-20	\$120.86	3140 LOVE ST	168
358-561-21	\$120.86	3148 LOVE ST	169
358-561-22	\$120.86	3156 LOVE ST	170
358-561-23	\$120.86	3164 LOVE ST	171
358-561-24	\$120.86	3172 LOVE ST	172
358-562-01	\$120.86	1925 BARBARA ST	173
358-562-02	\$120.86	1919 BARBARA ST	174
358-562-03	\$120.86	1913 BARBARA ST	175
358-562-04	\$120.86	1907 BARBARA ST	176
358-562-05	\$120.86	1833 BARBARA ST	177
358-562-06	\$120.86	1827 BARBARA ST	178
358-562-07	\$120.86	1821 BARBARA ST	179
358-562-08	\$120.86	1815 BARBARA ST	180
358-562-09	\$120.86	1809 BARBARA ST	181
358-562-10	\$120.86	1729 BARBARA ST	182
358-562-11	\$120.86	1723 BARBARA ST	183
358-562-12	\$120.86	1717 BARBARA ST	184
358-562-13	\$120.86	1711 BARBARA ST	185
358-562-14	\$120.86	1705 BARBARA ST	186

EXHIBIT "B" TO ENGINEER'S REPORT
CITY OF SELMA
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Zone 4

APN	Assessment	Situs Address	#
358-562-15	\$120.86	1621 BARBARA ST	187
358-562-16	\$120.86	1615 BARBARA ST	188
358-562-18	\$120.86	3165 LOVE ST	189
358-562-19	\$120.86	3157 LOVE ST	190
358-562-20	\$120.86	3149 LOVE ST	191
358-562-21	\$120.86	3141 LOVE ST	192
358-562-22	\$120.86	3142 JOY CT	193
358-562-23	\$120.86	3150 JOY CT	194
358-562-24	\$120.86	3158 JOY CT	195
358-562-25	\$120.86	3159 JOY CT	196
358-562-26	\$120.86	3151 JOY CT	197
358-562-27	\$120.86	1716 COOPER ST	198
358-562-28	\$120.86	1722 COOPER ST	199
358-562-29	\$120.86	1808 COOPER ST	200
358-562-30	\$120.86	1814 COOPER ST	201
358-562-31	\$120.86	1820 COOPER ST	202
358-562-32	\$120.86	1826 COOPER ST	203
358-562-33	\$120.86	1832 COOPER ST	204
358-562-34	\$120.86	1912 COOPER ST	205
358-562-35	\$120.86	1918 COOPER ST	206
358-562-36	\$120.86	1924 COOPER ST	207
358-562-37	\$120.86	1923 COOPER ST	208
358-562-38	\$120.86	1917 COOPER ST	209
358-562-39	\$120.86	1911 COOPER ST	210
358-562-40	\$120.86	1905 COOPER ST	211
358-562-41	\$120.86	1904 ASPEN ST	212
358-562-42	\$120.86	1910 ASPEN ST	213
ZONE 4 Total	\$25,743.18		213

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Zone 5

APN	Assessment	Site Address	#
389-331-01	\$129.74	2003 OLIVE ST	1
389-331-02	\$129.74	2007 OLIVE ST	2
389-331-03	\$129.74	2011 OLIVE ST	3
389-331-04	\$129.74	2015 OLIVE ST	4
389-331-05	\$129.74	2019 OLIVE ST	5
389-331-06	\$129.74	2023 OLIVE ST	6
389-331-07	\$129.74	2027 OLIVE ST	7
389-331-08	\$129.74	2031 OLIVE ST	8
389-331-09	\$129.74	1348 WALNUT ST	9
389-331-10	\$129.74	1344 WALNUT ST	10
389-331-11	\$129.74	1340 WALNUT ST	11
389-331-12	\$129.74	1336 WALNUT ST	12
389-331-13	\$129.74	1332 WALNUT ST	13
389-331-14	\$129.74	1328 WALNUT ST	14
389-331-15	\$129.74	1324 WALNUT ST	15
389-331-16	\$129.74	1320 WALNUT ST	16
389-331-17	\$129.74	1316 WALNUT ST	17
389-331-18	\$129.74	1312 WALNUT ST	18
389-331-19	\$129.74	1308 WALNUT ST	19
389-332-01	\$129.74	2026 ORCHARD ST	20
389-332-02	\$129.74	2022 ORCHARD ST	21
389-332-03	\$129.74	2018 ORCHARD ST	22
389-332-04	\$129.74	2014 ORCHARD ST	23
389-332-05	\$129.74	1309 PLUM ST	24
389-332-06	\$129.74	1313 PLUM ST	25
389-332-07	\$129.74	1317 PLUM ST	26
389-332-08	\$129.74	1321 PLUM ST	27
389-332-09	\$129.74	1325 PLUM ST	28
389-332-10	\$129.74	1329 PLUM ST	29
389-332-11	\$129.74	1333 PLUM ST	30
389-332-12	\$129.74	1337 PLUM ST	31

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CITY OF SELMA
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Zone 5

APN	Assessment	Site Address	#
389-332-13	\$129.74	1341 PLUM ST	32
389-333-01	\$129.74	1342 PLUM ST	33
389-333-02	\$129.74	1338 PLUM ST	34
389-333-03	\$129.74	1334 PLUM ST	35
389-333-04	\$129.74	1330 PLUM ST	36
389-333-05	\$129.74	1326 PLUM ST	37
389-333-06	\$129.74	1322 PLUM ST	38
389-333-07	\$129.74	1318 PLUM ST	39
389-333-08	\$129.74	1319 WALNUT ST	40
389-333-09	\$129.74	1323 WALNUT ST	41
389-333-10	\$129.74	1327 WALNUT ST	42
389-333-11	\$129.74	1331 WALNUT ST	43
389-333-12	\$129.74	1335 WALNUT ST	44
389-333-13	\$129.74	1339 WALNUT ST	45
389-333-14	\$129.74	1343 WALNUT ST	46
389-350-01	\$129.74	2439 RODEO ST	47
389-350-02	\$129.74	2505 RODEO ST	48
389-350-03	\$129.74	2511 RODEO ST	49
389-350-04	\$129.74	2517 RODEO ST	50
389-350-05	\$129.74	2523 RODEO ST	51
389-350-08	\$129.74	1015 PRAIRIE ST	52
389-350-09	\$129.74	1009 PRAIRIE ST	53
389-350-10	\$129.74	1003 PRAIRIE ST	54
389-350-11	\$129.74	2516 CHAPARAL ST	55
389-350-12	\$129.74	2510 CHAPARAL ST	56
389-350-13	\$129.74	2504 CHAPARAL ST	57
389-350-14	\$129.74	2438 CHAPARAL ST	58
389-350-15	\$129.74	2432 CHAPARAL ST	59
389-350-16	\$129.74	2435 CHAPARAL ST	60
389-350-17	\$129.74	2441 CHAPARAL ST	61
389-350-18	\$129.74	2503 CHAPARAL ST	62

EXHIBIT "B" TO ENGINEER'S REPORT
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Zone 5

APN	Assessment	Site Address	#
389-350-19	\$129.74	2509 CHAPARAL ST	63
389-350-20	\$129.74	2515 CHAPARAL ST	64
389-350-21	\$129.74	2518 RODEO ST	65
389-350-22	\$129.74	2512 RODEO ST	66
389-350-23	\$129.74	2506 RODEO ST	67
389-350-24	\$129.74	2442 RODEO ST	68
389-350-25	\$129.74	2436 RODEO ST	69
389-350-27	\$129.74	1021 PRAIRIE ST	70
389-350-28	\$129.74	2529 RODEO ST	71
389-360-01	\$129.74	1001 COUNTRY ROSE ST	72
389-360-02	\$129.74	1007 COUNTRY ROSE ST	73
389-360-05	\$129.74	2415 RODEO ST	74
389-360-06	\$129.74	2421 RODEO ST	75
389-360-07	\$129.74	2427 RODEO ST	76
389-360-08	\$129.74	2433 RODEO ST	77
389-360-09	\$129.74	2428 RODEO ST	78
389-360-10	\$129.74	2422 RODEO ST	79
389-360-11	\$129.74	2416 RODEO ST	80
389-360-12	\$129.74	1010 COUNTRY ROSE ST	81
389-360-13	\$129.74	2423 CHAPARAL ST	82
389-360-14	\$129.74	2429 CHAPARAL ST	83
389-360-15	\$129.74	2426 CHAPARAL ST	84
389-360-16	\$129.74	2420 CHAPARAL ST	85
389-360-17	\$129.74	2414 CHAPARAL ST	86
389-360-21	\$129.74	1044 ROSE AVE	87
389-360-22	\$129.74	2403 RODEO ST	88
ZONE 5 Total	\$11,417.12		88

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Zone 6

APN	Assessment	Site Address	#
358-570-01	\$106.84	3607 MULBERRY ST	1
358-570-02	\$106.84	3613 MULBERRY ST	2
358-570-03	\$106.84	3705 MULBERRY ST	3
358-570-04	\$106.84	3711 MULBERRY ST	4
358-570-05	\$106.84	3717 MULBERRY ST	5
358-570-06	\$106.84	3723 MULBERRY ST	6
358-570-07	\$106.84	3729 MULBERRY ST	7
358-570-08	\$106.84	3735 MULBERRY ST	8
358-570-09	\$106.84	1460 HICKS ST	9
358-570-10	\$106.84	1454 HICKS ST	10
358-570-11	\$106.84	1448 HICKS ST	11
358-570-12	\$106.84	1442 HICKS ST	12
358-570-13	\$106.84	1436 HICKS ST	13
358-570-14	\$106.84	1430 HICKS ST	14
358-570-15	\$106.84	1429 HICKS ST	15
358-570-16	\$106.84	1435 HICKS ST	16
358-570-17	\$106.84	1441 HICKS ST	17
358-570-18	\$106.84	1447 HICKS ST	18
358-570-19	\$106.84	1453 HICKS ST	19
358-570-20	\$106.84	1459 HICKS ST	20
358-570-21	\$106.84	1458 GOLDRIDGE ST	21

EXHIBIT "B" TO ENGINEER'S REPORT
CITY OF SELMA
LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1
Zone 6

APN	Assessment	Site Address	#
358-570-22	\$106.84	1452 GOLDRIDGE ST	22
358-570-23	\$106.84	1446 GOLDRIDGE ST	23
358-570-24	\$106.84	1440 GOLDRIDGE ST	24
358-570-25	\$106.84	1434 GOLDRIDGE ST	25
358-570-26	\$106.84	1428 GOLDRIDGE ST	26
358-570-27	\$106.84	1427 GOLDRIDGE ST	27
358-570-28	\$106.84	1433 GOLDRIDGE ST	28
358-570-29	\$106.84	1439 GOLDRIDGE ST	29
358-570-30	\$106.84	1445 GOLDRIDGE ST	30
358-570-31	\$106.84	1451 GOLDRIDGE ST	31
358-570-32	\$106.84	1457 GOLDRIDGE ST	32
358-580-01	\$106.84	3741 MULBERRY ST	33
358-580-02	\$106.84	3803 MULBERRY ST	34
358-580-03	\$106.84	1468 TAMMY LN	35
358-580-04	\$106.84	1462 TAMMY LN	36
358-580-05	\$106.84	1456 TAMMY LN	37
358-580-06	\$106.84	1450 TAMMY LN	38
358-580-07	\$106.84	1444 TAMMY LN	39
358-580-08	\$106.84	1445 STEPHANIE LN	40
358-580-09	\$106.84	1451 STEPHANIE LN	41
358-580-10	\$106.84	1457 STEPHANIE LN	42

EXHIBIT "B" TO ENGINEER'S REPORT
CITY OF SELMA
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Zone 6

APN	Assessment	Site Address	#
358-580-11	\$106.84	1463 STEPHANIE LN	43
358-580-12	\$106.84	1469 STEPHANIE LN	44
358-580-13	\$106.84	1475 STEPHANIE LN	45
358-580-14	\$106.84	1476 STEPHANIE LN	46
358-580-15	\$106.84	1470 STEPHANIE LN	47
358-580-16	\$106.84	1464 STEPHANIE LN	48
358-580-17	\$106.84	1458 STEPHANIE LN	49
358-580-18	\$106.84	1452 STEPHANIE LN	50
358-580-19	\$106.84	1446 STEPHANIE LN	51
358-580-20	\$106.84	3840 GARFIELD ST	52
358-580-21	\$106.84	3834 GARFIELD ST	53
358-580-22	\$106.84	3828 GARFIELD ST	54
358-580-23	\$106.84	3822 GARFIELD ST	55
358-580-24	\$106.84	3816 GARFIELD ST	56
358-580-25	\$106.84	3810 GARFIELD ST	57
358-580-26	\$106.84	1431 TAMMY LN	58
358-580-27	\$106.84	1437 TAMMY LN	59
358-580-28	\$106.84	1443 TAMMY LN	60
358-580-29	\$106.84	1449 TAMMY LN	61
358-580-30	\$106.84	1455 TAMMY LN	62
358-580-31	\$106.84	1461 TAMMY LN	63
ZONE 6 Total	\$6,730.92		63

EXHIBIT "B" TO ENGINEER'S REPORT
CITY OF SELMA
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Zone 7

APN	Assessment	Site Address	#
358-290-29S	\$58.94	2650 STEPHANIE ST	1
358-290-30S	\$58.94	2644 STEPHANIE ST	2
358-290-31S	\$58.94	2638 STEPHANIE ST	3
358-290-32S	\$58.94	2632 STEPHANIE ST	4
358-290-33S	\$58.94	3850 SNYDER ST	5
358-290-34S	\$58.94	3844 SNYDER ST	6
358-290-35S	\$58.94	3838 SNYDER ST	7
358-290-36S	\$58.94	3832 SNYDER ST	8
358-290-37S	\$58.94	3826 SNYDER ST	9
358-290-38S	\$58.94	3820 SNYDER ST	10
358-290-39S	\$58.94	3814 SNYDER ST	11
358-290-40S	\$58.94	3808 SNYDER ST	12
358-290-41S	\$58.94	2629 TAMMY ST	13
358-290-42S	\$58.94	2635 TAMMY ST	14
358-290-43S	\$58.94	2641 TAMMY ST	15
358-290-44S	\$58.94	2647 TAMMY ST	16
358-290-45S	\$58.94	2653 TAMMY ST	17
358-290-46S	\$58.94	2659 TAMMY ST	18
358-290-47S	\$58.94	2665 TAMMY ST	19
358-290-48S	\$58.94	2671 TAMMY ST	20
358-290-49S	\$58.94	2683 TAMMY ST	21
358-290-50S	\$58.94	2678 TAMMY ST	22
358-290-51S	\$58.94	2672 TAMMY ST	23
358-290-52S	\$58.94	2666 TAMMY ST	24
358-290-53S	\$58.94	2660 TAMMY ST	25
358-290-54S	\$58.94	2654 TAMMY ST	26
358-290-55S	\$58.94	2648 TAMMY ST	27
358-290-56S	\$58.94	2642 TAMMY ST	28
358-290-57S	\$58.94	2636 TAMMY ST	29
358-290-58S	\$58.94	2637 STEPHANIE ST	30
358-290-59S	\$58.94	2643 STEPHANIE ST	31

EXHIBIT "B" TO ENGINEER'S REPORT
CITY OF SELMA
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Zone 7

APN	Assessment	Site Address	#
358-290-60S	\$58.94	2649 STEPHANIE ST	32
358-290-61S	\$58.94	2655 STEPHANIE ST	33
358-290-62S	\$58.94	2661 STEPHANIE ST	34
358-290-63S	\$58.94	2667 STEPHANIE ST	35
358-290-64S	\$58.94	2675 STEPHANIE ST	36
358-290-65S	\$58.94	2674 STEPHANIE ST	37
358-290-66S	\$58.94	2668 STEPHANIE ST	38
358-290-67S	\$58.94	2662 STEPHANIE ST	39
358-591-01S	\$58.94	3735 BRYAN ST	40
358-591-02S	\$58.94	3741 BRYAN ST	41
358-591-03S	\$58.94	2620 HICKS ST	42
358-591-04S	\$58.94	2614 HICKS ST	43
358-591-05S	\$58.94	2608 HICKS ST	44
358-591-06S	\$58.94	2552 HICKS ST	45
358-591-07S	\$58.94	2546 HICKS ST	46
358-591-08S	\$58.94	2540 HICKS ST	47
358-591-09S	\$58.94	3736 SNYDER ST	48
358-591-10S	\$58.94	3742 SNYDER ST	49
358-591-11S	\$58.94	2654 HICKS ST	50
358-591-12S	\$58.94	2662 HICKS ST	51
358-591-13S	\$58.94	2670 HICKS ST	52
358-592-01S	\$58.94	2528 HICKS ST	53
358-592-02S	\$58.94	2522 HICKS ST	54
358-592-03S	\$58.94	2516 HICKS ST	55
358-592-04S	\$58.94	2510 HICKS ST	56
358-593-01S	\$58.94	2613 HICKS ST	57
358-593-02S	\$58.94	2607 HICKS ST	58
358-593-03S	\$58.94	2551 HICKS ST	59
358-593-04S	\$58.94	2545 HICKS ST	60
358-593-05S	\$58.94	2539 HICKS ST	61
358-593-06S	\$58.94	2533 HICKS ST	62

EXHIBIT "B" TO ENGINEER'S REPORT
CITY OF SELMA
LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1
Zone 7

APN	Assessment	Site Address	#
358-593-07S	\$58.94	2527 HICKS ST	63
358-593-08S	\$58.94	2521 HICKS ST	64
358-593-09S	\$58.94	2515 HICKS ST	65
358-593-10S	\$58.94	2509 HICKS ST	66
358-593-12	\$58.94	2508 GOLDRIDGE ST	67
358-593-13	\$58.94	2514 GOLDRIDGE ST	68
358-593-14	\$58.94	2520 GOLDRIDGE ST	69
358-593-15	\$58.94	2526 GOLDRIDGE ST	70
358-593-16S	\$58.94	2532 GOLDRIDGE ST	71
358-593-17S	\$58.94	2538 GOLDRIDGE ST	72
358-593-18S	\$58.94	2544 GOLDRIDGE ST	73
358-593-19S	\$58.94	2550 GOLDRIDGE ST	74
358-593-20S	\$58.94	2606 GOLDRIDGE ST	75
358-593-21S	\$58.94	2612 GOLDRIDGE ST	76
358-594-01S	\$58.94	3723 BRYAN ST	77
358-594-02S	\$58.94	3717 BRYAN ST	78
358-594-03S	\$58.94	3711 BRYAN ST	79
358-594-04S	\$58.94	3705 BRYAN ST	80
358-594-05S	\$58.94	3724 SNYDER ST	81
358-594-06S	\$58.94	3718 SNYDER ST	82
358-594-07S	\$58.94	3712 SNYDER ST	83
358-594-08S	\$58.94	3706 SNYDER ST	84
358-595-01S	\$58.94	3704 BRYAN ST	85
358-595-02S	\$58.94	3710 BRYAN ST	86
358-595-03S	\$58.94	3716 BRYAN ST	87
358-595-04S	\$58.94	3715 JASPER ST	88
358-595-05S	\$58.94	3709 JASPER ST	89
358-595-06S	\$58.94	3703 JASPER ST	90
358-595-07S	\$58.94	3702 JASPER ST	91
358-595-08S	\$58.94	3708 JASPER ST	92
358-595-09S	\$58.94	3714 JASPER ST	93

EXHIBIT "B" TO ENGINEER'S REPORT
CITY OF SELMA
LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1
Zone 7

APN	Assessment	Site Address	#
358-595-10S	\$58.94	2525 GOLDRIDGE ST	94
358-595-11	\$58.94	2519 GOLDRIDGE ST	95
358-595-12	\$58.94	2513 GOLDRIDGE ST	96
358-595-13	\$58.94	2507 GOLDRIDGE ST	97
358-596-01S	\$58.94	2682 HICKS ST	98
358-597-01S	\$58.94	2689 HICKS ST	99
358-597-02S	\$58.94	2681 HICKS ST	100
358-597-03S	\$58.94	2673 HICKS ST	101
358-597-04S	\$58.94	2665 HICKS ST	102
358-597-05S	\$58.94	2662 GOLDRIDGE ST	103
358-597-06S	\$58.94	2670 GOLDRIDGE ST	104
358-597-07S	\$58.94	2678 GOLDRIDGE ST	105
358-597-08S	\$58.94	2686 GOLDRIDGE ST	106
358-598-01S	\$58.94	3702 SHERRI ST	107
358-598-02S	\$58.94	3708 SHERRI ST	108
358-598-03S	\$58.94	3714 SHERRI ST	109
358-598-04S	\$58.94	3715 SNYDER ST	110
358-598-05S	\$58.94	3709 SNYDER ST	111
358-598-06S	\$58.94	3703 SNYDER ST	112
358-611-01S	\$58.94	3713 CLEVELAND ST	113
358-611-02S	\$58.94	3719 CLEVELAND ST	114
358-611-03S	\$58.94	3725 CLEVELAND ST	115
358-611-04S	\$58.94	3731 CLEVELAND ST	116
358-611-05S	\$58.94	3737 CLEVELAND ST	117
358-611-06S	\$58.94	3743 CLEVELAND ST	118
358-611-07S	\$58.94	3749 CLEVELAND ST	119
358-612-01S	\$58.94	2748 HICKS ST	120
358-612-02S	\$58.94	2740 HICKS ST	121
358-612-03S	\$58.94	2732 HICKS ST	122
358-612-04S	\$58.94	2724 HICKS ST	123
358-612-05S	\$58.94	2716 HICKS ST	124

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CITY OF SELMA
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APN	Assessment	Site Address	#
358-612-06S	\$58.94	2708 HICKS ST	125
358-612-07S	\$58.94	2700 HICKS ST	126
358-612-08S	\$58.94	2690 HICKS ST	127
358-613-01S	\$58.94	2697 HICKS ST	128
358-613-02S	\$58.94	2705 HICKS ST	129
358-613-03S	\$58.94	2713 HICKS ST	130
358-613-04S	\$58.94	2721 HICKS ST	131
358-613-05S	\$58.94	2729 HICKS ST	132
358-613-06S	\$58.94	2731 HICKS ST	133
358-613-07S	\$58.94	2745 HICKS ST	134
358-613-08S	\$58.94	2753 HICKS ST	135
358-613-09S	\$58.94	2754 GOLDRIDGE ST	136
358-613-10S	\$58.94	2746 GOLDRIDGE ST	137
358-613-11S	\$58.94	2738 GOLDRIDGE ST	138
358-613-12S	\$58.94	2730 GOLDRIDGE ST	139
358-613-13S	\$58.94	2722 GOLDRIDGE ST	140
358-613-14S	\$58.94	2714 GOLDRIDGE ST	141
358-613-15S	\$58.94	2706 GOLDRIDGE ST	142
358-613-16S	\$58.94	2694 GOLDRIDGE ST	143
358-614-01S	\$58.94	3703 SHERRI ST	144
358-614-02S	\$58.94	3709 SHERRI ST	145
358-614-03S	\$58.94	3715 SHERRI ST	146
358-614-04S	\$58.94	3716 JACEY ST	147
358-614-05S	\$58.94	3710 JACEY ST	148
358-614-06S	\$58.94	3704 JACEY ST	149
358-614-07S	\$58.94	3705 JACEY ST	150
358-614-08S	\$58.94	3711 JACEY ST	151
358-614-09S	\$58.94	3717 JACEY ST	152
358-614-10S	\$58.94	3714 CLEVELAND ST	153
358-614-11S	\$58.94	3708 CLEVELAND ST	154
358-614-12S	\$58.94	2761 GOLDRIDGE ST	155

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APN	Assessment	Site Address	#
358-614-13S	\$58.94	2767 GOLDRIDGE ST	156
358-614-14S	\$58.94	2777 GOLDRIDGE ST	157
358-640-01S	\$58.94	2680 STEPHANIE ST	158
358-640-02S	\$58.94	2686 STEPHANIE ST	159
358-640-03S	\$58.94	3851 PRIMROSE ST	160
358-640-04S	\$58.94	3845 PRIMROSE ST	161
358-640-05S	\$58.94	3839 PRIMROSE ST	162
358-640-06S	\$58.94	3833 PRIMROSE ST	163
358-640-07S	\$58.94	3827 PRIMROSE ST	164
358-640-08S	\$58.94	3821 PRIMROSE ST	165
358-640-09S	\$58.94	3815 PRIMROSE ST	166
358-640-10S	\$58.94	3809 PRIMROSE ST	167
358-640-11S	\$58.94	2707 TAMMY ST	168
358-640-12S	\$58.94	2701 TAMMY ST	169
358-640-13S	\$58.94	2691 TAMMY ST	170
358-640-14S	\$58.94	2684 TAMMY ST	171
358-640-15S	\$58.94	2681 STEPHANIE ST	172
ZONE 7 Total	\$10,137.68		172

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CITY OF SELMA
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APN	Assessment	Site Address	#
388-301-01	\$122.54	2349 CLEVELAND ST	1
388-301-02	\$122.54	2343 CLEVELAND ST	2
388-301-03	\$122.54	2337 CLEVELAND ST	3
388-301-04	\$122.54	2331 CLEVELAND ST	4
388-301-05	\$122.54	2325 CLEVELAND ST	5
388-301-06	\$122.54	2319 CLEVELAND ST	6
388-301-07	\$122.54	2313 CLEVELAND ST	7
388-301-08	\$122.54	2757 EVERGREEN ST	8
388-301-09	\$122.54	2751 EVERGREEN ST	9
388-301-10	\$122.54	2745 EVERGREEN ST	10
388-301-11	\$122.54	2739 EVERGREEN ST	11
388-301-12	\$122.54	2742 MILL ST	12
388-301-13	\$122.54	2748 MILL ST	13
388-301-14	\$122.54	2754 MILL ST	14
388-301-15	\$122.54	2760 MILL ST	15
388-301-16	\$122.54	2766 MILL ST	16
388-301-18	\$122.54	2351 SHAFT ST	17
388-301-19	\$122.54	2345 SHAFT ST	18
388-301-20	\$122.54	2339 SHAFT ST	19
388-301-21	\$122.54	2333 SHAFT ST	20
388-301-22	\$122.54	2327 SHAFT ST	21
388-301-23	\$122.54	2321 SHAFT ST	22
388-301-24	\$122.54	2805 EVERGREEN ST	23
388-301-25	\$122.54	2811 EVERGREEN ST	24
388-301-26	\$122.54	2817 EVERGREEN ST	25
388-301-27	\$122.54	2823 EVERGREEN ST	26
388-301-28	\$122.54	2829 EVERGREEN ST	27
388-301-29	\$122.54	2822 MILL ST	28
388-301-30	\$122.54	2816 MILL ST	29
388-301-31	\$122.54	2810 MILL ST	30
388-301-32	\$122.54	2804 MILL ST	31

EXHIBIT "B" TO ENGINEER'S REPORT
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APN	Assessment	Site Address	#
388-301-33	\$122.54	2778 MILL ST	32
388-301-34	\$122.54	2772 MILL ST	33
388-302-01	\$122.54	2252 BERRY ST	34
388-302-02	\$122.54	2302 BERRY ST	35
388-302-03	\$122.54	2308 BERRY ST	36
388-302-04	\$122.54	2307 MITCHELL AVE	37
388-302-05	\$122.54	2301 MITCHELL AVE	38
388-302-06	\$122.54	2251 MITCHELL AVE	39
388-303-01	\$122.54	2347 MITCHELL AVE	40
388-303-02	\$122.54	2341 MITCHELL AVE	41
388-303-03	\$122.54	2335 MITCHELL AVE	42
388-303-04	\$122.54	2329 MITCHELL AVE	43
388-303-05	\$122.54	2726 EVERGREEN ST	44
388-303-06	\$122.54	2732 EVERGREEN ST	45
388-303-07	\$122.54	2738 EVERGREEN ST	46
388-303-08	\$122.54	2744 EVERGREEN ST	47
388-303-09	\$122.54	2750 EVERGREEN ST	48
388-303-10	\$122.54	2756 EVERGREEN ST	49
388-303-11	\$122.54	2762 EVERGREEN ST	50
388-303-12	\$122.54	2759 PINE ST	51
388-303-13	\$122.54	2753 PINE ST	52
388-303-14	\$122.54	2747 PINE ST	53
388-303-15	\$122.54	2741 PINE ST	54
388-303-16	\$122.54	2735 PINE ST	55
388-303-17	\$122.54	2734 PINE ST	56
388-303-18	\$122.54	2740 PINE ST	57
388-303-19	\$122.54	2746 PINE ST	58
388-303-20	\$122.54	2752 PINE ST	59
388-303-21	\$122.54	2758 PINE ST	60
388-304-01	\$122.54	2808 PINE ST	61
388-304-02	\$122.54	2814 PINE ST	62

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APN	Assessment	Site Address	#
388-304-03	\$122.54	2820 PINE ST	63
388-304-04	\$122.54	2826 PINE ST	64
388-304-05	\$122.54	2832 PINE ST	65
388-304-06	\$122.54	2838 PINE ST	66
388-304-07	\$122.54	2837 PINE ST	67
388-304-08	\$122.54	2831 PINE ST	68
388-304-09	\$122.54	2825 PINE ST	69
388-304-10	\$122.54	2819 PINE ST	70
388-304-11	\$122.54	2813 PINE ST	71
388-304-12	\$122.54	2807 PINE ST	72
388-304-13	\$122.54	2806 EVERGREEN ST	73
388-304-14	\$122.54	2812 EVERGREEN ST	74
388-304-15	\$122.54	2818 EVERGREEN ST	75
388-304-16	\$122.54	2824 EVERGREEN ST	76
388-304-17	\$122.54	2830 EVERGREEN ST	77
388-304-18	\$122.54	2315 SEQUOIA ST	78
388-304-19	\$122.54	2309 SEQUOIA ST	79
388-304-20	\$122.54	2303 SEQUOIA ST	80
388-304-21	\$122.54	2261 SEQUOIA ST	81
388-311-01	\$122.54	2204 BERRY ST	82
388-311-02	\$122.54	2210 BERRY ST	83
388-311-03	\$122.54	2216 BERRY ST	84
388-311-04	\$122.54	2222 BERRY ST	85
388-311-05	\$122.54	2228 BERRY ST	86
388-311-06	\$122.54	2234 BERRY ST	87
388-311-07	\$122.54	2240 BERRY ST	88
388-311-08	\$122.54	2246 BERRY ST	89
388-311-09	\$122.54	2245 MITCHELL AVE	90
388-311-10	\$122.54	2239 MITCHELL AVE	91
388-311-11	\$122.54	2233 MITCHELL AVE	92
388-311-12	\$122.54	2227 MITCHELL AVE	93

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CITY OF SELMA
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APN	Assessment	Site Address	#
388-311-13	\$122.54	2221 MITCHELL AVE	94
388-311-14	\$122.54	2215 MITCHELL AVE	95
388-311-15	\$122.54	2209 MITCHELL AVE	96
388-311-16	\$122.54	2203 MITCHELL AVE	97
388-312-01	\$122.54	2767 MILL ST	98
388-312-02	\$122.54	2761 MILL ST	99
388-312-03	\$122.54	2755 MILL ST	100
388-312-04	\$122.54	2749 MILL ST	101
388-312-05	\$122.54	2743 MILL ST	102
388-312-06	\$122.54	2740 PEACH ST	103
388-312-07	\$122.54	2746 PEACH ST	104
388-312-08	\$122.54	2752 PEACH ST	105
388-312-09	\$122.54	2758 PEACH ST	106
388-312-10	\$122.54	2764 PEACH ST	107
388-312-11	\$122.54	2765 PEACH ST	108
388-312-12	\$122.54	2759 PEACH ST	109
388-312-13	\$122.54	2753 PEACH ST	110
388-312-14	\$122.54	2747 PEACH ST	111
388-312-15	\$122.54	2741 PEACH ST	112
388-312-16	\$122.54	2736 FIG ST	113
388-312-17	\$122.54	2742 FIG ST	114
388-312-18	\$122.54	2748 FIG ST	115
388-312-19	\$122.54	2756 FIG ST	116
388-312-20	\$122.54	2762 FIG ST	117
388-312-21	\$122.54	2768 FIG ST	118
388-312-22	\$122.54	2774 FIG ST	119
388-312-23	\$122.54	2800 FIG ST	120
388-312-24	\$122.54	2806 FIG ST	121
388-312-25	\$122.54	2812 FIG ST	122
388-312-26	\$122.54	2818 FIG ST	123
388-312-27	\$122.54	2831 PEACH ST	124

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APN	Assessment	Site Address	#
388-312-28	\$122.54	2825 PEACH ST	125
388-312-29	\$122.54	2819 PEACH ST	126
388-312-30	\$122.54	2813 PEACH ST	127
388-312-31	\$122.54	2807 PEACH ST	128
388-312-32	\$122.54	2801 PEACH ST	129
388-312-33	\$122.54	2802 PEACH ST	130
388-312-34	\$122.54	2808 PEACH ST	131
388-312-35	\$122.54	2814 PEACH ST	132
388-312-36	\$122.54	2820 PEACH ST	133
388-312-37	\$122.54	2826 PEACH ST	134
388-312-38	\$122.54	2832 PEACH ST	135
388-312-39	\$122.54	2821 MILL ST	136
388-312-40	\$122.54	2815 MILL ST	137
388-312-41	\$122.54	2809 MILL ST	138
388-312-42	\$122.54	2803 MILL ST	139
388-312-43	\$122.54	2779 MILL ST	140
388-312-44	\$122.54	2773 MILL ST	141
388-313-01	\$122.54	2201 SEQUOIA ST	142
388-313-02	\$122.54	2207 SEQUOIA ST	143
388-313-03	\$122.54	2213 SEQUOIA ST	144
388-313-04	\$122.54	2219 SEQUOIA ST	145
388-313-05	\$122.54	2225 SEQUOIA ST	146
388-313-06	\$122.54	2231 SEQUOIA ST	147
388-313-07	\$122.54	2237 SEQUOIA ST	148
388-313-08	\$122.54	2243 SEQUOIA ST	149
388-313-09	\$122.54	2249 SEQUOIA ST	150
388-313-10	\$122.54	2255 SEQUOIA ST	151
390-201-01S	\$122.54	2449 VALLEY VIEW ST	152
390-201-02S	\$122.54	2443 VALLEY VIEW ST	153
390-201-03S	\$122.54	2437 VALLEY VIEW ST	154
390-201-04S	\$122.54	2431 VALLEY VIEW ST	155

EXHIBIT "B" TO ENGINEER'S REPORT
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APN	Assessment	Site Address	#
390-201-05S	\$122.54	2425 VALLEY VIEW ST	156
390-201-06S	\$122.54	2419 VALLEY VIEW ST	157
390-201-07S	\$122.54	2413 VALLEY VIEW ST	158
390-201-08S	\$122.54	2341 VALLEY VIEW ST	159
390-201-09S	\$122.54	2335 VALLEY VIEW ST	160
390-201-10S	\$122.54	2329 VALLEY VIEW ST	161
390-201-11S	\$122.54	2323 VALLEY VIEW ST	162
390-201-12S	\$122.54	2317 VALLEY VIEW ST	163
390-201-13S	\$122.54	2311 VALLEY VIEW ST	164
390-201-14S	\$122.54	2302 SYCAMORE ST	165
390-201-15S	\$122.54	2308 SYCAMORE ST	166
390-201-16S	\$122.54	2314 SYCAMORE ST	167
390-201-17S	\$122.54	2320 SYCAMORE ST	168
390-201-18S	\$122.54	2326 SYCAMORE ST	169
390-201-19S	\$122.54	2330 SYCAMORE ST	170
390-201-20S	\$122.54	2336 SYCAMORE ST	171
390-201-21S	\$122.54	2412 SYCAMORE ST	172
390-201-22S	\$122.54	2418 SYCAMORE ST	173
390-201-23S	\$122.54	2424 SYCAMORE ST	174
390-201-24S	\$122.54	2428 SYCAMORE ST	175
390-201-25S	\$122.54	2434 SYCAMORE ST	176
390-201-26S	\$122.54	2440 SYCAMORE ST	177
390-201-27S	\$122.54	2447 SYCAMORE ST	178
390-201-28S	\$122.54	2441 SYCAMORE ST	179
390-201-29S	\$122.54	2435 SYCAMORE ST	180
390-201-30S	\$122.54	2429 SYCAMORE ST	181
390-201-31S	\$122.54	2423 SYCAMORE ST	182
390-201-32S	\$122.54	2417 SYCAMORE ST	183
390-201-33S	\$122.54	2411 SYCAMORE ST	184
390-201-34S	\$122.54	2333 SYCAMORE ST	185
390-201-35S	\$122.54	2327 SYCAMORE ST	186

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APN	Assessment	Site Address	#
390-201-36S	\$122.54	2321 SYCAMORE ST	187
390-201-37S	\$122.54	2315 SYCAMORE ST	188
390-201-38S	\$122.54	2309 SYCAMORE ST	189
390-201-39S	\$122.54	2237 SYCAMORE ST	190
390-201-40S	\$122.54	2231 SYCAMORE ST	191
390-201-41S	\$122.54	2225 SYCAMORE ST	192
390-201-42S	\$122.54	2219 SYCAMORE ST	193
390-201-43S	\$122.54	2213 SYCAMORE ST	194
390-201-44S	\$122.54	2207 SYCAMORE ST	195
390-201-45S	\$122.54	2204 MAGNOLIA ST	196
390-201-46S	\$122.54	2210 MAGNOLIA ST	197
390-201-47S	\$122.54	2216 MAGNOLIA ST	198
390-201-48S	\$122.54	2222 MAGNOLIA ST	199
390-201-49S	\$122.54	2228 MAGNOLIA ST	200
390-201-50S	\$122.54	2234 MAGNOLIA ST	201
390-201-51S	\$122.54	2306 MAGNOLIA ST	202
390-201-52S	\$122.54	2312 MAGNOLIA ST	203
390-201-53S	\$122.54	2318 MAGNOLIA ST	204
390-201-54S	\$122.54	2324 MAGNOLIA ST	205
390-201-55S	\$122.54	2330 MAGNOLIA ST	206
390-201-56S	\$122.54	2336 MAGNOLIA ST	207
390-201-57S	\$122.54	2410 MAGNOLIA ST	208
390-201-58S	\$122.54	2416 MAGNOLIA ST	209
390-201-59S	\$122.54	2422 MAGNOLIA ST	210
390-201-60S	\$122.54	2428 MAGNOLIA ST	211
390-201-61S	\$122.54	2434 MAGNOLIA ST	212
390-201-65S	\$122.54	2446 MAGNOLIA ST	213
390-202-01S	\$122.54	2123 VALLEY VIEW ST	214
390-202-02S	\$122.54	2129 VALLEY VIEW ST	215
390-202-03S	\$122.54	2135 VALLEY VIEW ST	216
390-202-04S	\$122.54	2209 VALLEY VIEW ST	217

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APN	Assessment	Site Address	#
390-202-05S	\$122.54	2215 VALLEY VIEW ST	218
390-202-06S	\$122.54	2221 VALLEY VIEW ST	219
390-202-07S	\$122.54	2227 VALLEY VIEW ST	220
390-202-08S	\$122.54	2233 VALLEY VIEW ST	221
390-202-09S	\$122.54	2230 SYCAMORE ST	222
390-202-10S	\$122.54	2224 SYCAMORE ST	223
390-202-11S	\$122.54	2218 SYCAMORE ST	224
390-202-12S	\$122.54	2212 SYCAMORE ST	225
390-202-13S	\$122.54	2206 SYCAMORE ST	226
390-202-14S	\$122.54	2200 SYCAMORE ST	227
390-202-15S	\$122.54	1734 SKELTON ST	228
390-202-16S	\$122.54	1728 SKELTON ST	229
390-202-17S	\$122.54	1722 SKELTON ST	230
390-202-18S	\$122.54	1716 SKELTON ST	231
390-202-19S	\$122.54	1710 SKELTON ST	232
390-202-20S	\$122.54	1704 SKELTON ST	233
390-202-21S	\$122.54	1638 SKELTON ST	234
390-202-22S	\$122.54	1632 SKELTON ST	235
390-203-01S	\$122.54	2433 MAGNOLIA ST	236
390-203-02S	\$122.54	2427 MAGNOLIA ST	237
390-203-03S	\$122.54	2421 MAGNOLIA ST	238
390-203-04S	\$122.54	2415 MAGNOLIA ST	239
390-203-05S	\$122.54	2409 MAGNOLIA ST	240
390-203-06S	\$122.54	2335 MAGNOLIA ST	241
390-203-07S	\$122.54	2329 MAGNOLIA ST	242
390-203-08S	\$122.54	2323 MAGNOLIA ST	243
390-203-09S	\$122.54	2317 MAGNOLIA ST	244
390-203-10S	\$122.54	2311 MAGNOLIA ST	245
390-203-11S	\$122.54	2305 MAGNOLIA ST	246
390-203-12S	\$122.54	2233 MAGNOLIA ST	247
390-203-13S	\$122.54	2227 MAGNOLIA ST	248

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APN	Assessment	Site Address	#
390-203-14S	\$122.54	2221 MAGNOLIA ST	249
390-203-15S	\$122.54	2215 MAGNOLIA ST	250
390-203-16S	\$122.54	2211 MAGNOLIA ST	251
390-203-17S	\$122.54	2205 MAGNOLIA ST	252
390-204-01S	\$122.54	1633 SAN CARLOS ST	253
390-204-02S	\$122.54	1627 SAN CARLOS ST	254
 ZONE 8 Total	 \$31,125.16		 254

EXHIBIT "B" TO ENGINEER'S REPORT
CITY OF SELMA
LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1
Zone 9

APN	Assessment	Site Address	#
390-173-01	\$8.68	2719 Birch Street	1
390-172-06	\$8.68	2720 Birch Street	2
390-173-16	\$8.68	2706 Saginaw Avenue	3
390-172-03	\$8.68	2802 Birch Street	4
390-171-04	\$8.68	1723 Shaft Street	5
390-171-03	\$8.68	1717 Shaft Street	6
390-173-03	\$8.68	2731 Birch Street	7
390-173-10	\$8.68	2800 Saginaw Avenue	8
390-172-02	\$8.68	2808 Birch Street	9
390-171-02	\$8.68	1711 Shaft Street	10
390-172-04	\$8.68	2732 Birch Street	11
390-172-01	\$8.68	2814 Birch Street	12
390-173-07	\$8.68	2813 Birch Street	13
390-173-08	\$8.68	2812 Saginaw Avenue	14
390-173-06	\$8.68	2807 Birch Street	15
390-173-09	\$8.68	2806 Saginaw Avenue	16
390-173-05	\$8.68	2801 Birch Street	17
390-173-04	\$8.68	3737 Birch Street	18
390-173-11	\$8.68	2736 Saginaw Avenue	19
390-173-12	\$8.68	2730 Saginaw Avenue	20
390-173-13	\$8.68	2724 Saginaw Avenue	21
390-173-14	\$8.68	2718 Saginaw Avenue	22
390-173-15	\$8.68	2712 Saginaw Avenue	23
390-171-01	\$8.68	1705 Shaft Street	24
390-173-02	\$8.68	2725 Birch Street	25
390-173-17	\$8.68	2700 Saginaw Ave	26
390-173-19	\$8.68	1709 Mitchell Ave	27
390-173-18	\$8.68	1703 Mitchell Ave	28
390-173-23	\$8.68	1733 Mitchell Ave	29
390-173-21	\$8.68	1721 Mitchell Ave	30
390-172-05	\$8.68	2726 Birch Street	31

EXHIBIT "B" TO ENGINEER'S REPORT
CITY OF SELMA
LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1
Zone 9

APN	Assessment	Site Address	#
390-173-20	\$8.68	1715 Mitchell Ave	32
390-173-22	\$8.68	1727 Mitchell Ave	33
390-181-05	\$8.68	1769 Mitchell Ave	34
390-173-24	\$8.68	1739 Mitchell Ave	35
390-181-01	\$8.68	1745 Mitchell Ave	36
390-181-06	\$8.68	1775 Mitchell Ave	37
390-181-02	\$8.68	1751 Mitchell Ave	38
390-181-03	\$8.68	1757 Mitchell Ave	39
390-181-04	\$8.68	1763 Mitchell Ave	40
390-171-11	\$8.68	2804 Ash Street	41
390-172-14	\$8.68	2809 Ash Street	42
390-172-07	\$8.68	1719 Berry Street	43
390-173-27	\$8.68	1720 Berry Street	44
390-173-28	\$8.68	1724 Berry Street	45
390-172-08	\$8.68	1725 Berry Street	46
390-173-29	\$8.68	1730 Berry Street	47
390-172-09	\$8.68	1731 Berry Street	48
390-173-30	\$8.68	1736 Berry Street	49
390-181-27	\$8.68	1742 Berry Street	50
390-181-25	\$8.68	2718 Blaine Street	51
390-181-23	\$8.68	2730 Blaine Street	52
390-181-22	\$8.68	2734 Blaine Street	53
390-172-12	\$8.68	1720 Cleveland St.	54
390-172-10	\$8.68	1732 Cleveland St.	55
390-183-02	\$8.68	1765 Cleveland St.	56
390-182-02	\$8.68	2811 Clover St.	57
390-182-01	\$8.68	2805 Clover St.	58
390-171-05	\$8.68	1729 Shaft Ave.	59
390-181-21	\$8.68	2735 Fern Ct.	60
390-181-18	\$8.68	2717 Fern Ct.	61
390-171-10	\$8.68	2810 Ash St.	62

EXHIBIT "B" TO ENGINEER'S REPORT
CITY OF SELMA
LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1
Zone 9

APN	Assessment	Site Address	#
390-172-15	\$8.68	2815 Ash St.	63
390-171-06	\$8.68	1735 Shaft St.	64
390-184-02	\$8.68	2815 Valley View St.	65
390-181-07	\$8.68	2742 Valley View St.	66
390-182-06	\$8.68	1767 Shaft St.	67
390-182-04	\$8.68	2823 Clover St.	68
390-183-03	\$8.68	1771 Cleveland St.	69
390-185-03	\$8.68	2757 Valley View St.	70
390-171-08	\$8.68	2822 Ash St.	71
390-184-01	\$8.68	2823 Valley View St.	72
390-183-05	\$8.68	1783 Cleveland St.	73
390-183-04	\$8.68	1777 Cleveland St.	74
390-185-04	\$8.68	2745 Valley View St.	75
390-181-20	\$8.68	2729 Fern Ct.	76
390-185-01	\$8.68	2771 Valley View St.	77
390-181-12	\$8.68	2772 Valley View St.	78
390-181-17	\$8.68	2712 Fern Ct.	79
390-181-14	\$8.68	2730 Fern Ct.	80
390-173-25	\$8.68	2713 Birch St.	81
390-181-24	\$8.68	2724 Blaine Ct.	82
390-181-16	\$8.68	2718 Fern Ct.	83
390-185-02	\$8.68	2769 Valley View St	84
390-171-07	\$8.68	1741 Shaft St.	85
390-181-26	\$8.68	1748 Berry	86
380-181-15	\$8.68	2724 Fern Court	87
390-181-08	\$8.68	2748 Valley View St.	88
390-183-01	\$8.68	1766 Shaft St	89
390-181-11	\$8.68	2766 Valley View St.	90
390-181-13	\$8.68	2736 Fern Ct.	91
390-182-03	\$8.68	2817 Clover St.	92
390-181-10	\$8.68	2760 Valley View St.	93

EXHIBIT "B" TO ENGINEER'S REPORT
CITY OF SELMA
LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1
Zone 9

APN	Assessment	Site Address	#
390-181-09	\$8.68	2754 Valley View St.	94
390-173-26	\$8.68	1716 Berry St.	95
390-184-03	\$8.68	2801 Valley View St.	96
390-172-13	\$8.68	Ash St.	97
390-181-19	\$8.68	Fern Ct.	98
390-171-09	\$8.68	2816 Ash Ct.	99
390-182-05	\$8.68	1761 Shaft St.	100
390-172-11	\$8.68	1726 Cleveland St.	101
390-xxx-xx	\$8.68	2808 Valley View	102
390-xxx-xx	\$8.68	2814 Valley View	103
390-xxx-xx	\$8.68	2820 Valley View	104
390-xxx-xx	\$8.68	1795 Shaft Street	105
390-xxx-xx	\$8.68	1789 Shaft Street	106
390-xxx-xx	\$8.68	1783 Shaft Street	107
390-xxx-xx	\$8.68	1777 Shaft Street	108
390-xxx-xx	\$8.68	1776 Shaft Street	109
390-xxx-xx	\$8.68	1782 Shaft Street	110
390-xxx-xx	\$8.68	1788 Shaft Street	111
390-xxx-xx	\$8.68	1808 Shasta Court	112
390-xxx-xx	\$8.68	1814 Shasta Court	113
390-xxx-xx	\$8.68	1820 Shasta Court	114
390-xxx-xx	\$8.68	1819 Yerba Court	115
390-xxx-xx	\$8.68	1813 Yerba Court	116
390-xxx-xx	\$8.68	1807 Yerba Court	117
390-xxx-xx	\$8.68	1806 Yerba Court	118
390-xxx-xx	\$8.68	1812 Yerba Court	119
390-xxx-xx	\$8.68	1818 Yerba Court	120
390-xxx-xx	\$8.68	1817 Berry Street	121
390-xxx-xx	\$8.68	1811 Berry Street	122
390-xxx-xx	\$8.68	1805 Berry Street	123
390-xxx-xx	\$8.68	1804 Berry Street	124

EXHIBIT "B" TO ENGINEER'S REPORT
CITY OF SELMA
LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1
Zone 9

APN	Assessment	Site Address	#
390-xxx-xx	\$8.68	1810 Berry Street	125
390-xxx-xx	\$8.68	1816 Berry Street	126
390-xxx-xx	\$8.68	1822 Berry Street	127
390-xxx-xx	\$8.68	1828 Berry Street	128
390-xxx-xx	\$8.68	1834 Berry Street	129
390-xxx-xx	\$8.68	1840 Berry Street	130
390-xxx-xx	\$8.68	1846 Berry Street	131
390-xxx-xx	\$8.68	2718 Park Street	132
390-xxx-xx	\$8.68	2724 Park Street	133
390-xxx-xx	\$8.68	2730 Park Street	134
390-xxx-xx	\$8.68	2736 Park Street	135
390-xxx-xx	\$8.68	2802 Park Street	136
390-xxx-xx	\$8.68	2808 Park Street	137
390-xxx-xx	\$8.68	2814 Park Street	138
390-xxx-xx	\$8.68	2820 Park Street	139
390-xxx-xx	\$8.68	2826 Park Street	140
390-xxx-xx	\$8.68	2832 Park Street	141
390-xxx-xx	\$8.68	2819 Park Street	142
390-xxx-xx	\$8.68	2813 Park Street	143
390-xxx-xx	\$8.68	2807 Park Street	144
390-xxx-xx	\$8.68	2801 Park Street	145
390-xxx-xx	\$8.68	2735 Park Street	146
390-xxx-xx	\$8.68	2729 Park Street	147
390-xxx-xx	\$8.68	2726 Yerba Street	148
390-xxx-xx	\$8.68	2732 Yerba Street	149
390-xxx-xx	\$8.68	2804 Yerba Street	150
390-xxx-xx	\$8.68	2810 Yerba Street	151
390-xxx-xx	\$8.68	2816 Yerba Street	152
390-xxx-xx	\$8.68	2822 Yerba Street	153
ZONE 9 Total	\$1,328.04		153

EXHIBIT "B" TO ENGINEER'S REPORT
CITY OF SELMA
LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1
Zone 11

APN	Assessment	Site Address	#
358-630-01	\$190.12	3901 GARFIELD ST	1
358-630-02	\$190.12	3907 GARFIELD ST	2
358-630-03	\$190.12	3913 GARFIELD ST	3
358-630-04	\$190.12	3919 GARFIELD ST	4
358-630-05	\$190.12	3925 GARFIELD ST	5
358-630-06	\$190.12	3931 GARFIELD ST	6
358-630-07	\$190.12	3926 MULBERRY ST	7
358-630-08	\$190.12	3920 MULBERRY ST	8
358-630-09	\$190.12	3914 MULBERRY ST	9
358-630-10	\$190.12	3908 MULBERRY ST	10
358-630-11	\$190.12	3902 MULBERRY ST	11
358-630-12	\$190.12	3900 MULBERRY ST	12
358-630-13	\$190.12	3903 MULBERRY ST	13
358-630-14	\$190.12	3909 MULBERRY ST	14
358-630-15	\$190.12	3915 MULBERRY ST	15
358-630-16	\$190.12	3921 MULBERRY ST	16
358-630-17	\$190.12	3927 MULBERRY ST	17
358-630-18	\$190.12	1476 NORTHVIEW ST	18
358-630-19	\$190.12	1470 NORTHVIEW ST	19
358-630-20	\$190.12	1464 NORTHVIEW ST	20
358-630-21	\$190.12	1458 NORTHVIEW ST	21
358-630-22	\$190.12	1452 NORTHVIEW ST	22
358-630-23	\$190.12	1446 NORTHVIEW ST	23
358-630-24	\$190.12	1440 NORTHVIEW ST	24
358-630-25	\$190.12	3938 GARFIELD ST	25
358-630-26	\$190.12	3932 GARFIELD ST	26
358-630-27	\$190.12	3926 GARFIELD ST	27
358-630-28	\$190.12	3920 GARFIELD ST	28
358-630-29	\$190.12	3914 GARFIELD ST	29
358-630-30	\$190.12	1349 SARAH ST	30
358-630-31	\$190.12	1343 SARAH ST	31

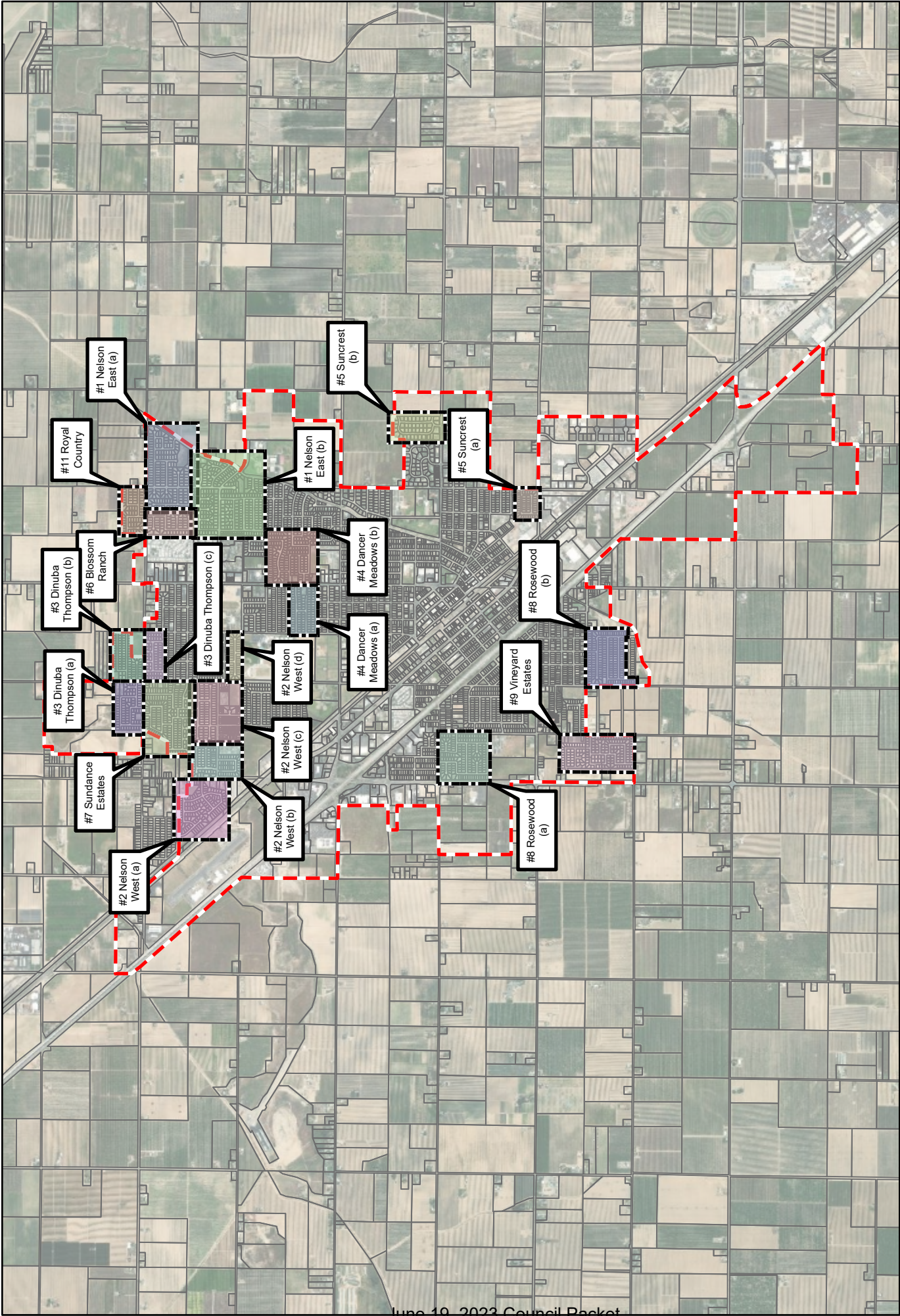
EXHIBIT "B" TO ENGINEER'S REPORT
CITY OF SELMA
LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1
Zone 11

APN	Assessment	Site Address	#
358-630-36	\$190.12	3911 OLIVE ST	32
358-630-37	\$190.12	3917 OLIVE ST	33
358-630-38	\$190.12	3923 OLIVE ST	34
358-630-39	\$190.12	3939 OLIVE ST	35
358-630-40	\$190.12	3945 OLIVE ST	36
358-630-41	\$190.12	1334 NORTHVIEW ST	37
358-630-42	\$190.12	1328 NORTHVIEW ST	38
358-630-43	\$190.12	1322 NORTHVIEW ST	39
358-630-44	\$190.12	1316 NORTHVIEW ST	40
358-630-45	\$190.12	1310 NORTHVIEW ST	41
358-630-46	\$190.12	1304 NORTHVIEW ST	42
358-630-47	\$190.12	1303 NORTHVIEW ST	43
358-630-48	\$190.12	1309 NORTHVIEW ST	44
358-630-49	\$190.12	1315 NORTHVIEW ST	45
358-630-50	\$190.12	1321 NORTHVIEW ST	46
358-630-51	\$190.12	1327 NORTHVIEW ST	47
358-630-52	\$190.12	1326 SARAH ST	48
358-630-53	\$190.12	1320 SARAH ST	49
358-630-54	\$190.12	1314 SARAH ST	50
358-630-55	\$190.12	1306 SARAH ST	51
358-630-56	\$190.12	1302 SARAH ST	52
358-630-57	\$190.12	1301 SARAH ST	53
358-630-58	\$190.12	1307 SARAH ST	54
358-630-59	\$190.12	1313 SARAH ST	55
358-630-60	\$190.12	1319 SARAH ST	56
358-630-61	\$190.12	1325 SARAH ST	57
358-630-62	\$190.12	1331 SARAH ST	58
358-630-63	\$190.12	1337 SARAH ST	59
ZONE 11 Total	\$11,217.08		59



**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, 388, 389, & 390
OF ASSESSOR'S MAPS, COUNTY OF FRESNO, 2281 TULARE STREET, FRESNO, CALIFORNIA.



City Limits

Assessment Areas

Assessment Area Boundary

0 600, 200 Feet





Landscaping and Lighting District No. 1
#1 Nelson East (a)

Legend:

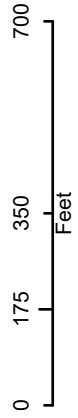
- Parcels
- City Limits

Assessor's Book Number 358

Please Refer to the
Fresno County
Assessor's Map for lot
dimension



1 inch = 350 feet



Updated: 6/9/2023

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





Landscaping and Lighting District No. 1
#1 Nelson East (b)

Legend:

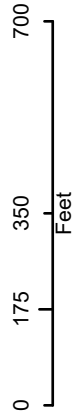
- Parcels
- City Limits

Assessor's Book Number 358

Please Refer to the
Fresno County
Assessor's Map for lot
dimension



1 inch = 350 feet



Updated: 6/9/2023





**Landscaping and Lighting District No. 1
#2 Nelson West (a)**

Legend:

-  Parcels
-  City Limits

Assessor's Book Number 348

Please Refer to the
Fresno County
Assessor's Map for lot
dimension

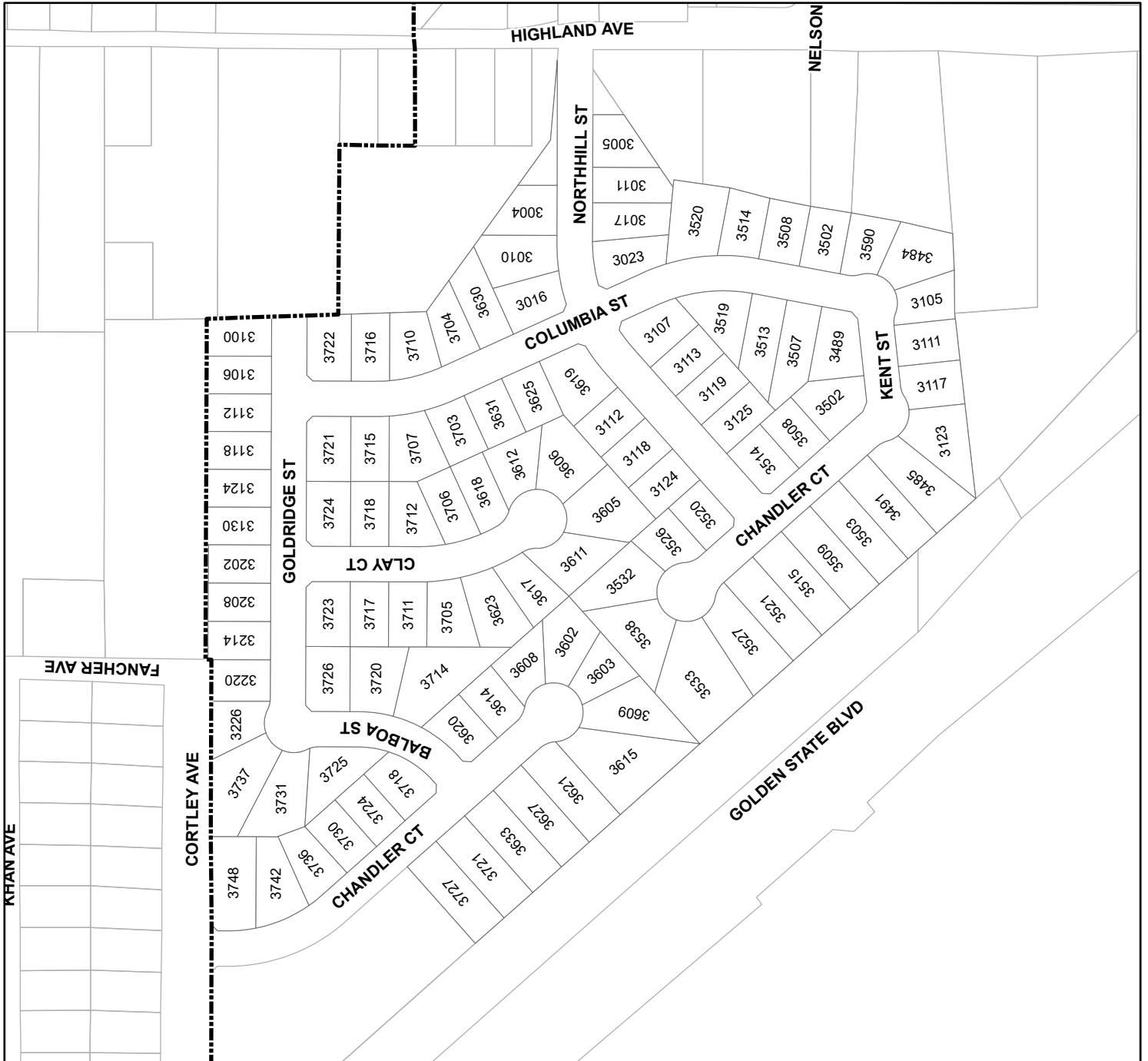


1 inch = 250 feet



Updated: 6/9/2023

Document Path: G:\Selma\ArcPro\Selma_L1MD\Selma_L1MD.aprx





**Landscaping and Lighting District No. 1
#2 Nelson West (b)**

Legend:

- Parcels
- City Limits

Assessor's Book Number 358

Please Refer to the
Fresno County
Assessor's Map for lot
dimension



1 inch = 200 feet



Updated: 6/9/2023

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





Landscaping and Lighting District No. 1
#2 Nelson West (c)

Legend:

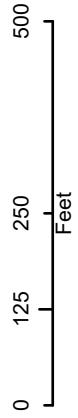


Assessor's Book Number 358

Please Refer to the
Fresno County
Assessor's Map for lot
dimension



1 inch = 250 feet



Updated: 6/9/2023

Document Path: G:\Selma\ArcPro\Selma_LLM\DSelma_LLM.aprx





**Landscaping and Lighting District No. 1
#2 Nelson West (d)**

Legend:

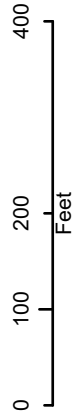
-  Parcels
-  City Limits

Assessor's Book Number 358

Please Refer to the
Fresno County
Assessor's Map for lot
dimension

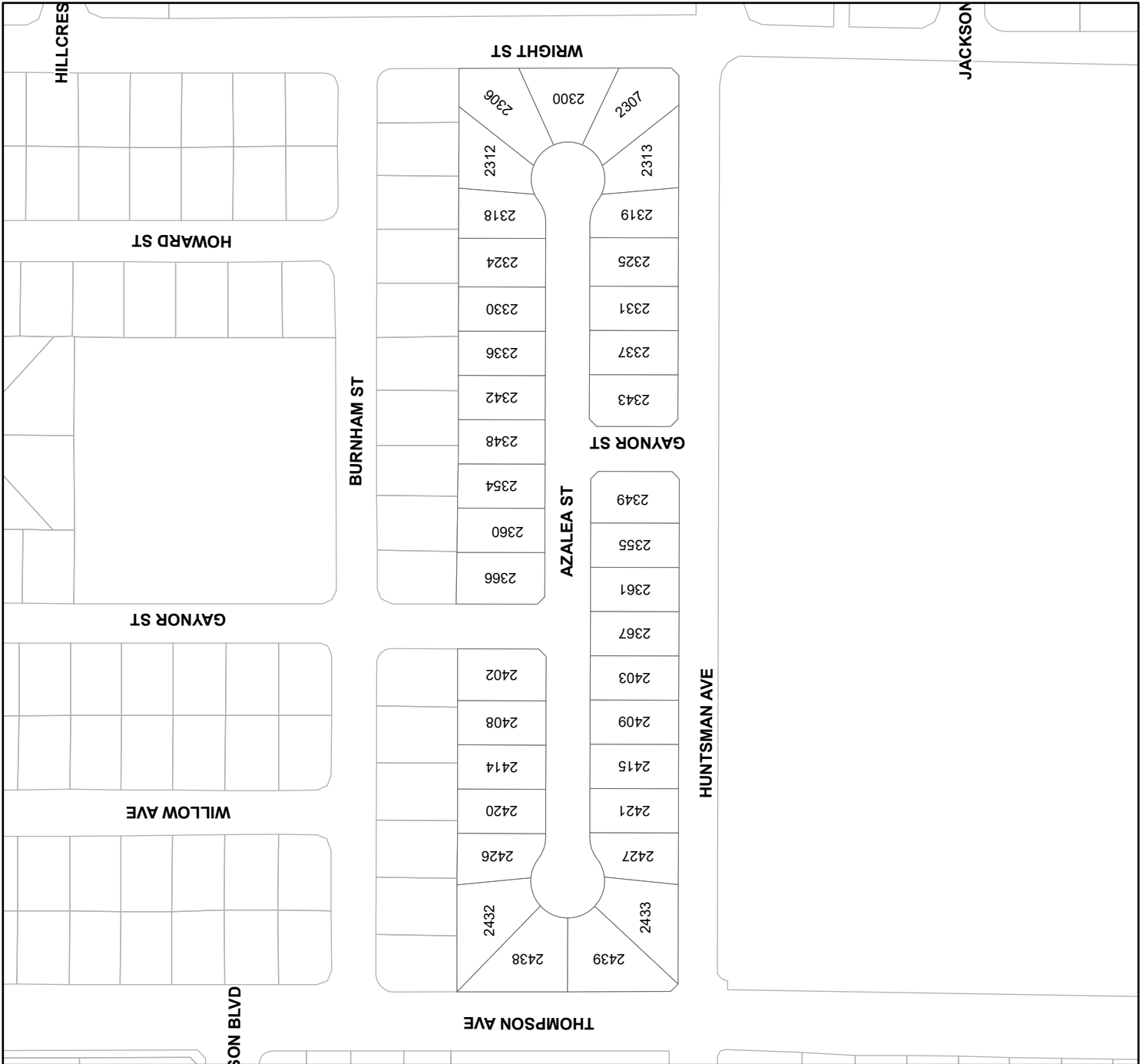


1 inch = 200 feet



Updated: 6/9/2023

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





**Landscaping and Lighting District No. 1
#3 Dinuba Thompson (a)**

Legend:

-  Parcels
-  City Limits

Assessor's Book Number 358

Please Refer to the
Fresno County
Assessor's Map for lot
dimension

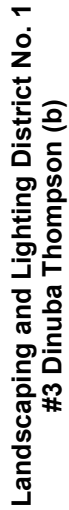


1 inch = 217 feet



Updated: 6/9/2023





Parcels
City Limits

Please Refer to the
Fresno County
Assessor's Map for lot
dimension



Updated: 6/9/2023

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





**Landscaping and Lighting District No. 1
#3 Dinuba Thompson (c)**

Legend:

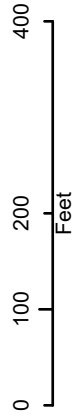
-  Parcels
-  City Limits

Assessor's Book Number 358

Please Refer to the
Fresno County
Assessor's Map for lot
dimension



1 inch = 200 feet



Updated: 6/9/2023





Landscaping and Lighting District No. 1
#4 Dancer Meadows (a)

Legend:

- Parcels
- City Limits

Assessor's Book Number 358

Please Refer to the
Fresno County
Assessor's Map for lot
dimension

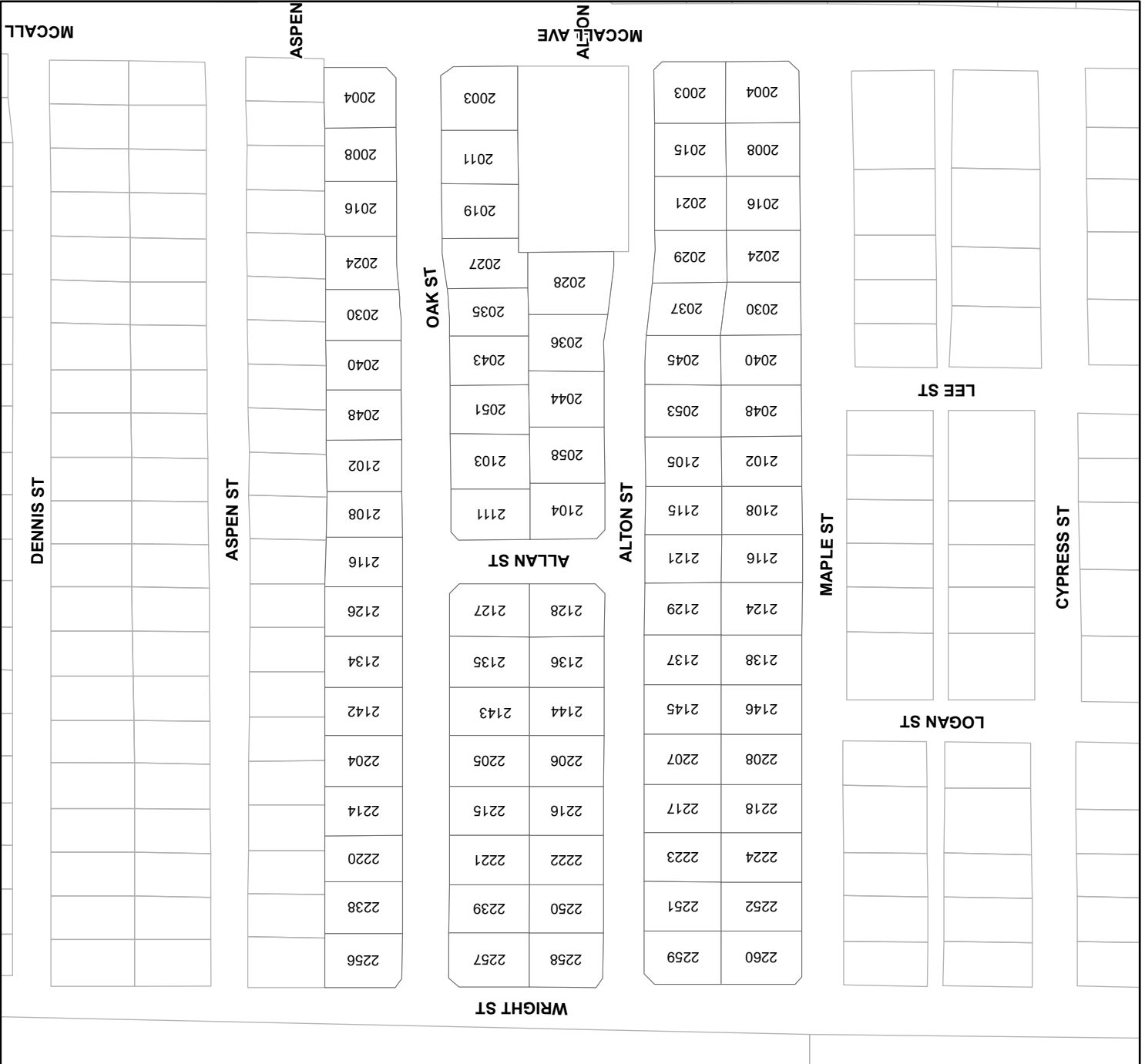


1 inch = 200 feet



Updated: 6/9/2023

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





Landscaping and Lighting District No. 1
#4 Dancer Meadows (b)

Legend:

- Parcels
- City Limits

Assessor's Book Number 358

Please Refer to the
Fresno County
Assessor's Map for lot
dimension



1 inch = 250 feet



Updated: 6/9/2023

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





**Landscaping and Lighting District No. 1
#5 Suncrest (a)**

Legend:

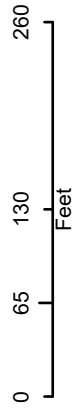
-  Parcels
-  City Limits

Assessor's Book Number 389

Please Refer to the
Fresno County
Assessor's Map for lot
dimension



1 inch = 133 feet



Updated: 6/9/2023

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





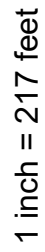
Legend:



City Limits

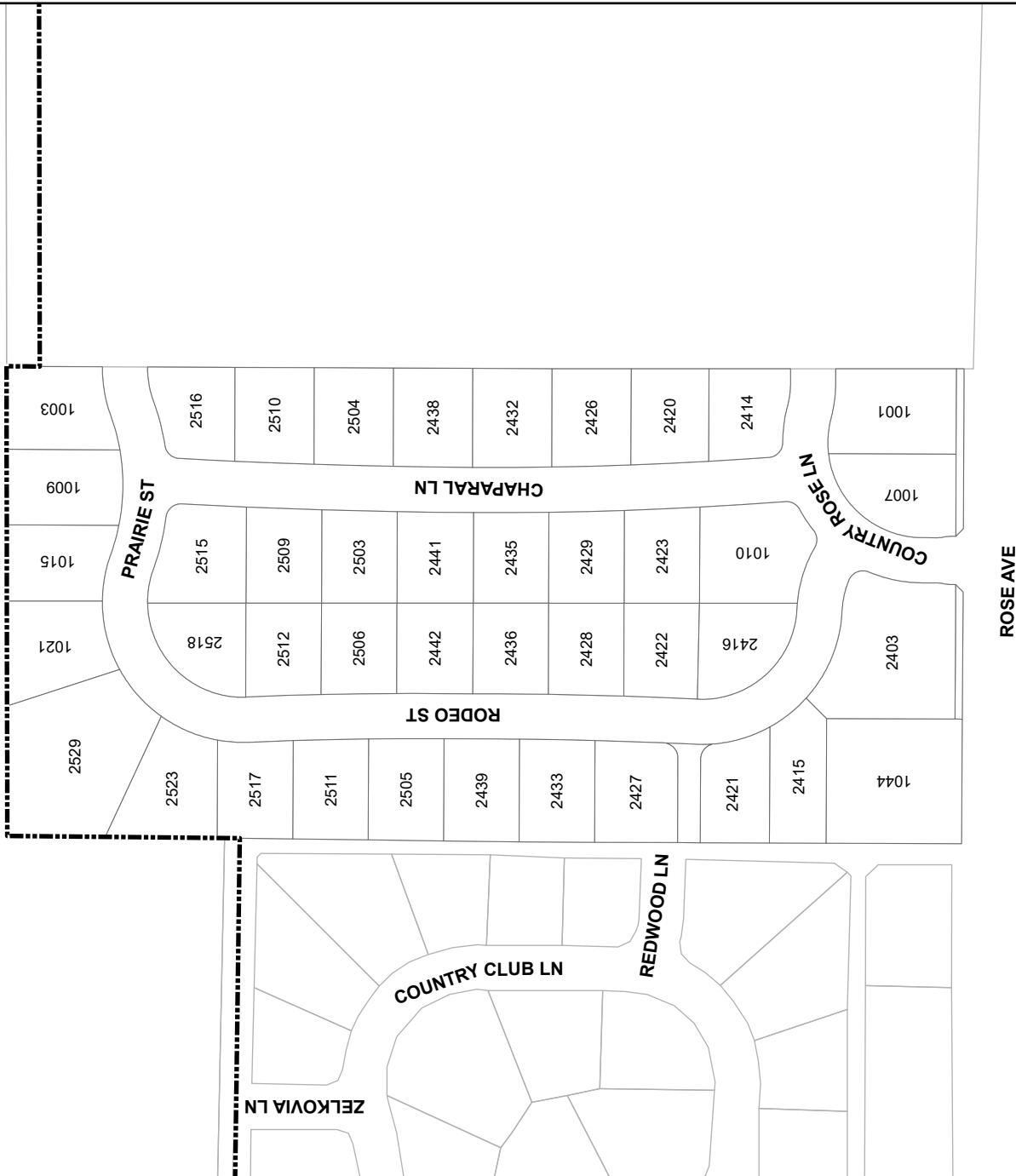
Assessor's Book Number 389

Please Refer to the
Fresno County
Assessor's Map for lot
dimension



Updated: 6/9/2023

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





Landscaping and Lighting District No. 1
#6 Blossom Ranch

Legend:

- Parcels
- City Limits

Assessor's Book Number 358

Please Refer to the
Fresno County
Assessor's Map for lot
dimension



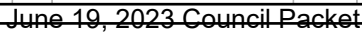
1 inch = 200 feet



Updated: 6/9/2023

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





Landscaping and Lighting District No. 1 #7 Sundance Estates

Legend:

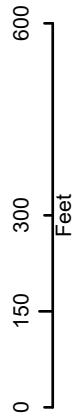


Assessor's Book Number 358

Please Refer to the
Fresno County
Assessor's Map for lot
dimension



1 inch = 300 feet



Updated: 6/9/2023

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



Landscaping and Lighting District No. 1
#8 Rosewood (a)

Legend:

- Parcels
- City Limits

Assessor's Book Number 388

Please Refer to the
Fresno County
Assessor's Map for lot
dimension



1 inch = 217 feet



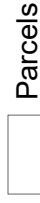
Updated: 6/9/2023





Landscaping and Lighting District No. 1
#8 Rosewood (b)

Legend:

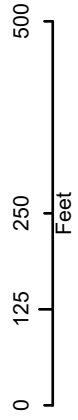


Assessor's Book Number 390

Please Refer to the
Fresno County
Assessor's Map for lot
dimension



1 inch = 250 feet



Updated: 6/9/2023





Landscaping and Lighting District No. 1
#9 Vineyard Estates

Legend:

Parcels

New Assessments

City Limits

Assessor's Book Number 390

Please Refer to the
Fresno County
Assessor's Map for lot
dimension

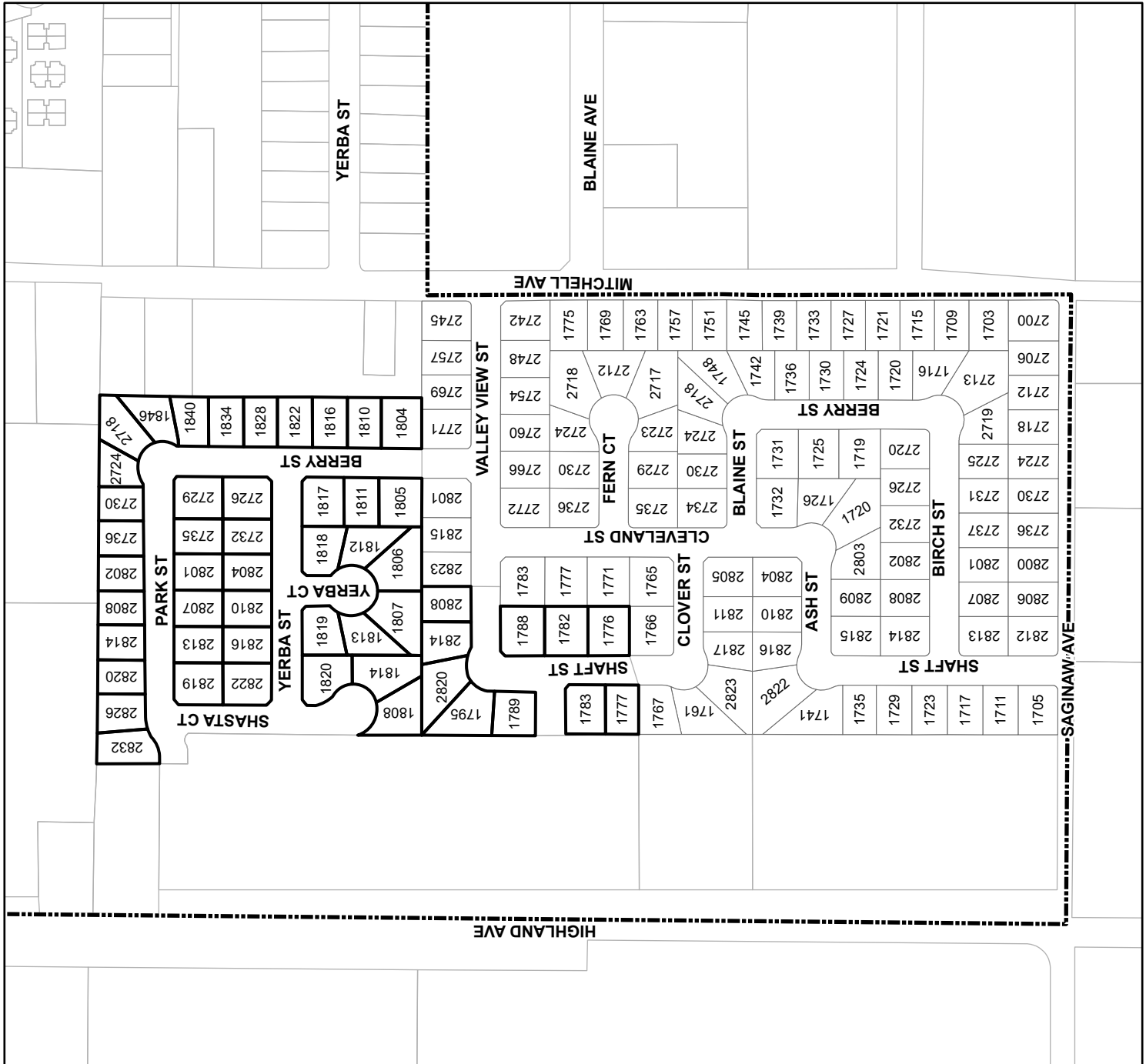


1 inch = 300 feet



Updated: 6/9/2023

Document Path: G:\Selma\ArcPro\Selma_LLM\LD\Selma_LLM.aprx





**Landscaping and Lighting District No. 1
#11 Royal Country**

Legend:

-  Parcels
-  City Limits

Assessor's Book Number 358

Please Refer to the
Fresno County
Assessor's Map for lot
dimension



1 inch = 200 feet



Updated: 6/9/2023

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



CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
05/25/23	81792	Printed	ADVENTIST HEALTH TULARE	PD -BLOOD/ALCOHOL ANALYSIS		271.00
05/25/23	81793	Printed	ALL VALLEY ENVIRONMENTAL, INC.	PW -SERVICE GREASE TRAP AT SENIOR CENTER		135.00
05/25/23	81794	Printed	AT&T	PD -LAW ENFORCEMENT PING		175.00
05/25/23	81795	Printed	AT&T	ADMIN -TELEPHONE 4/4-5/3/23		1,556.28
05/25/23	81796	Printed	AT&T	ADMIN -TELEPHONE 4/4-5/3/23		115.59
05/25/23	81797	Printed	AT&T	ADMIN -TELEPHONE 4/4-5/3/23		110.51
05/25/23	81798	Printed	AT&T	ADMIN -TELEPHONE 4/12-5/11/23		49.49
05/25/23	81799	Printed	AT&T	ADMIN -TELEPHONE 4/12-5/11/23		91.16
05/25/23	81800	Printed	AT&T MOBILITY	ADMIN -TELEPHONE/MDT'S 4/1/23-4/30/23		389.07
05/25/23	81801	Printed	BANNER PEST CONTROL INC	ADMIN -PEST CONTROL MAY 2023		456.00
05/25/23	81802	Printed	CENTRAL VALLEY LOCK & SAFE INC	PW -5 PIONEER VILLAGE RESTROOM KEYS		199.71
05/25/23	81803	Printed	COMCAST	ADMIN -PD TO FCSO APRIL 2023		696.70
05/25/23	81804	Printed	COMCAST	ADMIN -INTERNET SERVICE MAY 2023		821.45
05/25/23	81805	Printed	CORELOGIC SOLUTIONS LLC	ADMIN -REALQUEST SERVICES APRIL 2023		481.25
05/25/23	81806	Printed	DEPARTMENT OF JUSTICE	PD -BLOOD ALCOHOL ANALYSIS APRIL 2023		631.00
05/25/23	81807	Printed	EKC ENTERPRISES, INC.	ADMIN -COUNCIL CHAMBER AUDIO		675.00
05/25/23	81808	Printed	JOEL A FEDOR / FEDOR PLUMBING	PW -INSTALL FLOOR DRAINS AT SALAZAR CENTER		380.88
05/25/23	81809	Printed	FIRE RECOVERY EMS LLC	FD -AMBULANCE BILLING		557.86
05/25/23	81810	Printed	FIVE CITIES EDA	ADMIN -4TH QUARTER DUES APRIL-JUNE 2023		1,387.86
05/25/23	81811	Printed	FORTNERS AUTO SERV & TOWING	PD -EVIDENCE TOW CS 23-1486		80.00
05/25/23	81812	Printed	FRESNO COUNTY SHERIFF	PD -RMS/JMS/CAD ACCESS FEES APRIL 2023		489.74
05/25/23	81813	Printed	FRESNO OXYGEN	FD -OXYGEN RENTALS		210.35
05/25/23	81814	Printed	FRESNO TRUCK CENTER INC	FLEET -REPAIR UNIT 1318		2,173.63
05/25/23	81815	Printed	GAR BENNETT LLC	PW -LLMD #3 SUPPLIES		26.92
05/25/23	81816	Printed	GATEWAY ENGINEERING, INC.	PW -ENGINEERING SERVICES DINUBA & MCCALL SIGNAL	G	10,520.00
05/25/23	81817	Printed	HEALTHEDGE ADMINISTRATORS INC.	HR -DENTAL CLAIMS 5/10/23		1,252.86
05/25/23	81818	Printed	HEALTHWISE SERVICES, LLC.	PD -MEDICAL WASTE SERVICE		323.88
05/25/23	81819	Printed	EDGAR N. OLIVERA HERNANDEZ	ART C -PHOTOGRAPHY FOR CINDERELLA		300.00
05/25/23	81820	Printed	KIMBERLY HOUSTON	ART C -PROPS SUPPLIES REIMB.		104.87
05/25/23	81821	Printed	KOEFRAN INDUSTRIES, INC.	PD -EMPTY ANIMAL CONTROL FREEZER		163.86
05/25/23	81822	Printed	LEAGUE OF CALIFORNIA CITIES	ADMIN -DIVISION MEETING BAINS 3/9/23		25.00
05/25/23	81823	Printed	TERRY LEWIS	ART C -ON YOUR FEET PIANO ACCOMPANIST		50.00
05/25/23	81824	Printed	METRO UNIFORM	FD -REVOLVING ACCT	R	59.56
05/25/23	81825	Printed	DANIEL MURRIETA	PD -LOBBY SIGNAGE	PDSA	1,557.25
05/25/23	81826	Printed	ODP BUSINESS SOLUTIONS LLC	ADMIN -OFFICE SUPPLIES		254.86
05/25/23	81827	Printed	PG&E	ADMIN -UTILITIES MAY 2023		4,099.00
05/25/23	81828	Printed	PG&E	ADMIN -UTILITIES MAY 2023		66.72
05/25/23	81829	Printed	PROFESSIONAL PRINT & MAIL, INC	ADMIN -WINDOW ENVELOPES		312.98
05/25/23	81830	Printed	ALBERT PEREZ RODRIGUEZ / 4 SEASON LAWN SERVICE	COMM DEV -CLEAN UP ROCKWELL PONDING BASIN		500.00
05/25/23	81831	Printed	SELMA DISTRICT CHAMBER OF	FIN -RAISIN FESTIVAL RECYCLING GRANT	G	400.00
05/25/23	81832	Printed	SELMA HIGH SCHOOL	ART C -REIMBURSEMENT FOR IN THE HEIGHTS TICKETS		634.00
05/25/23	81833	Printed	SUNBELT RENTALS	PW -MANLIFT RENTAL FUEL CHARGES		3,460.74
05/25/23	81834	Printed	THE CRISCOM COMPANY	ADMIN -SEWER INFRASTRUCTURE JUNE 2023		4,500.00
05/25/23	81835	Printed	RUSSELL & MARIE TYGART	REC -T BALL JERSEYS AND HATS		2,132.37
05/25/23	81836	Printed	UNITED FAMILY MEMBERS INC DBA	PW -FINAL PAYMENT FOR TARP AT SHAFER PARK PLAYGROUND		1,158.60
05/25/23	81837	Printed	VALLEY SHREDDING LLC	PD -SHREDDING SERVICE		69.00
05/25/23	81838	Printed	WOLD AMUSEMENT	FIN -REFUND CARNIVAL CLEANING DEPOSIT		100.00
06/02/23	81839	Printed	ACTION TOWING AND DIVE TEAM	PD -EVIDENCE TOWING APRIL 2023		300.00
06/02/23	81840	Printed	AT&T	ADMIN -TELEPHONE MAY 2023		43.00
06/02/23	81841	Printed	AT&T	FIN -CVTC INTERNET SERVICE 5/6-6/5/23	R	106.30
06/02/23	81842	Printed	AT&T	FIN -INTERNET FOR WEED & SEED 5/11-6/10/23		74.90
06/02/23	81843	Printed	AT&T	PD -FIRE ALARM		306.97
06/02/23	81844	Printed	AT&T MOBILITY	ADMIN -TELEPHONE/MDT'S 4/12/23-5/11/23		1,780.74
06/02/23	81845	Printed	BENNY BACA / COOL AIR SPECIALTY	PW -SERVICED SERVER ROOM, FIRE STATION 2, AND FIRE ADMIN, NEW 4 TON ROOFTOP FOR CITY HALL, NEW 3 TON FOR FIRE ADMIN, NEW 2 TON FOR WEED & SEED		14,334.00
06/02/23	81846	Printed	LIANA J. BRIGHAM / PICTURE THIS EMROIDERY	PW -SUMMER SHIRTS		5,505.91

CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	CATEGORY	AMOUNT
06/02/23	81847	Printed	ALYSSA BRIANNA BURGOS	ART C -MAKE UP FOR NEXT TO NORMAL		150.00
06/02/23	81848	Printed	CALIFORNIA WATER SERVICE	ADMIN -WATER SERVICE APRIL 2023		12,505.11
06/02/23	81849	Printed	ROD CARSEY / ROD CARSEY CONSULTING	BLDG -PLAN CHECKS MARCH 2023		23,673.94
06/02/23	81850	Printed	CYNDLE TYE CEE	ART C -STAGE MANAGER FOR NEXT TO NORMAL		200.00
06/02/23	81851	Printed	CITY OF SANGER FIRE DEPARTMENT	FD -CONSULTING FOR IGT APRIL 2023		936.35
06/02/23	81852	Printed	COMCAST	FD -INTERNET SERVICE 5/11-6/10/23		215.16
06/02/23	81853	Printed	DATAPATH LLC	ADMIN -NEW DOCKING STATION FOR FINANCE DEPT		8,960.13
06/02/23	81854	Printed	DEPARTMENT OF JUSTICE	PD -FINGERPRINTS APRIL 2023		448.00
06/02/23	81855	Printed	EPPLER TOWING & RECOVERY	FLEET -UNIT 1318 TOW		450.00
06/02/23	81856	Printed	JAVIER EVARISTO / GARAGE DOOR SKILLZ	PW -SERVICE ROLLING GATES AT CORP YARD		225.00
06/02/23	81857	Printed	FRESNO OXYGEN	FD -OXYGEN RENTALS		142.30
06/02/23	81858	Printed	GCS ENVIRONMENTAL EQUIPMENT	FLEET -PARTS FOR UNIT #1315		797.24
06/02/23	81859	Printed	HECTOR GOMEZ	FIN -REFUND FOR INCORRECT BILLING OF GARBAGE SERVICE		342.16
06/02/23	81860	Printed	LUIS & ANGELICA GONZALEZ	PW -CHINESE ELM & PISTACHE TREES FOR PARKS		1,737.95
06/02/23	81861	Printed	HEALTHEDGE ADMINISTRATORS INC.	HR -DENTAL CLAIMS 5/17/23		2,299.33
06/02/23	81862	Printed	HEALTHEDGE ADMINISTRATORS INC.	HR -DENTAL CLAIMS 5/24/23		796.20
06/02/23	81863	Printed	VANESSA M. HERRERA	FD -FLAG CUPCAKE TOPPERS FOR BADGE PINNING CEREMONY		19.39
06/02/23	81864	Printed	TRAVIS HUGHES	FD -FUEL REIMBURSEMENT		94.44
06/02/23	81865	Printed	IMAGETREND INC.	FD -EPCR SOFTWARE APRIL 2023		431.48
06/02/23	81866	Printed	JAN TYSON JOHNSON	FD -PARAMEDIC CERTIFICATE REIMBURSEMENT		48.00
06/02/23	81867	Printed	KENT M KAWOGOE, PHD	HR -PRE EMPLOYMENT PSYCH EXAMS MARCH & APRIL 2023		975.00
06/02/23	81868	Printed	KINGS INDUSTRIAL OCCUPATION	HR -PRE EMPLOYMENT PHYSICALS		1,230.04
06/02/23	81869	Void		Void Check		-
06/02/23	81870	Printed	LIEBERT, CASSIDY, WHITMORE	HR -LEGAL FEES APRIL 2023		11,869.90
06/02/23	81871	Printed	JAVIER GARCIA LOPEZ	ART C -SOUND FOR NEXT TO NORMAL		200.00
06/02/23	81872	Printed	CHRISTINA MCCOLLAM-MARTINEZ	ART C -LIGHTING DESIGN FOR NEXT TO NORMAL		400.00
06/02/23	81873	Printed	CHARLIE MELVIN	BLDG -REFUND PERMIT 23-88		766.35
06/02/23	81874	Printed	METRO UNIFORM	FD -NAME PLATE		708.24
06/02/23	81875	Printed	ADAM STEWART MILLER	ART C -ON YOUR FEET PIANO ACOMPANIMENT		190.00
06/02/23	81876	Printed	OOSOSHARP, LLC	FD -AMBULANCE BILLING APRIL 2023		5,903.73
06/02/23	81877	Printed	ROBERT OROZCO JR	PD -TOW FOR UNIT 199		220.00
06/02/23	81878	Printed	PG&E	ADMIN -UTILITIES MAY 2023		132.42
06/02/23	81879	Printed	PG&E	ADMIN -UTILITIES MAY 2023		18,858.01
06/02/23	81880	Printed	PG&E	ADMIN -UTILITIES MAY 2023		15.73
06/02/23	81881	Printed	PG&E	ADMIN -UTILITIES MAY 2023		381.27
06/02/23	81882	Printed	REGIONAL GOVERNMENT SERVICES	ADMIN -CONTRACT SERVICES FOR FINANCE & HR APRIL 2023		20,593.86
06/02/23	81883	Printed	ALBERT RODRIGUEZ	HR -GYM MEMBERSHIP REIMBURSEMENT		200.00
06/02/23	81884	Printed	ELMO JOHN ROSSOTTI	PW -WELD BABE RUTH FLAG POLE		110.00
06/02/23	81885	Printed	SANTA MARIA CALIFORNIA NEWS	PLANNING -SPECIAL PLANNING COMMISSION MEETING		310.03
06/02/23	81886	Printed	SUN BADGE CO	FD -UNIFORM BADGES		268.64
06/02/23	81887	Printed	SUPERIOR VISION INSURANCE INC	HR -VISION INSURANCE JUNE 2023		6,684.70
06/02/23	81888	Printed	TEC GROUP INC.	HR -TECHNICIAN 5/14/23		1,649.20
TOTAL						192,798.12

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

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

June 19, 2023

ITEM NO: 12.

SUBJECT: Consideration of a Resolution Adopting the 2023-2024 City of Selma Fiscal Year Budget

DISCUSSION: The City Council will hold a budget workshop on June 16, 2023 and provide direction to City Staff for adoption of the fiscal year 2023-2024 budget on June 19, 2023.

RECOMMENDATION: Council Approve a Resolution Adopting the 2023-2024 City of Selma Fiscal Year Budget.

_____/s/_____
Fernando Santillan, City Manager

June 14, 2023
Date

ITEM NO: 13.

SUBJECT: Consideration of Professional Services Agreements with Yamabe & Horn Engineering, Inc. , QK, Inc., and 4-Creeks for various Contract City Engineering Services

BACKGROUND:

The City Council approved the second amendment to the Professional Services Agreement (PSA) for Yamabe & Horn on September 19, 2022, to provide contract City Engineering services. As discussed during the consideration of the second amendment, City staff prepared and released a Request for Qualifications to qualified consultants for contract City Engineering services following the term conclusion of Yamabe & Horn's second amendment to the PSA.

DISCUSSION:

The City of Selma released a Request for Qualifications (RFQ) to solicit contract City Engineer services from qualified consulting firms within the region and conducted interviews with three of the most qualified, responsive firms, Yamabe & Horn, QK, Inc., and 4-Creeks.

Following the interviews of three firms, the review committee convened and determined that Yamabe & Horn would be awarded and remain as the contract City Engineer.

However, based on the committee findings, it was determined that leveraging the strengths of the two other firms would provide the City additional flexibility, insight, and efficiency with the added knowledge and technical resources of these firms to complete critical tasks and duties under the guidance and oversight Yamabe & Horn.

Therefore, the Engineering contract services are being allocated as follows:

1. City Engineer Duties – Yamabe & Horn
2. Infrastructure Master Planning and Construction Standards & Specifications – QK
3. Infrastructure and Development Plan Review – 4-Creeks

It is understood that Yamabe & Horn would remain “the face” of the Engineering Department as they have done in their current capacity of Acting/Interim City Engineer for the City of Selma, while providing policy guidance and local insight to QK and 4-Creeks for their engineering-specific tasks, as outlined in the corresponding PSA scope of work.

FISCAL IMPACT: If approved, the PSAs would start the initial three-year term on July 1, 2023, corresponding with the 2023/2024 Fiscal Year. At that time, the proposed budget for the Engineering Department will be established to cover costs for all three agreements, which will not be exceeded without subsequent amendment by the City Council.

RECOMMENDATION: Approve and authorize the City Manager, or designee, to sign Professional Service Agreements (PSAs) for various Contract Engineering Services with Yamabe & Horn Engineering, Inc. (City Engineer), QK, Inc.(Infrastructure Master Planning, Standards/Specifications), and 4-Creeks (Plan Review Services).

_____/s/_____
Jerome Keene, Deputy City Manager

June 9, 2023
Date

_____/s/_____
Fernando Santillan, City Manager

June 9, 2023
Date

Attachments:

1. Professional Services Agreement with Yamabe and Horn
2. Professional Services Agreement with QK, Inc
3. Professional Services Agreement with 4-Creeks

**CITY OF SELMA
PROFESSIONAL SERVICES AGREEMENT**

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

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect for a period of three years, with two 1-year extensions that may be authorized at the discretion of the City Manager, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the City in conformance with the standards of quality normally observed by an entity providing professional engineering consulting services under similar circumstances and conditions.

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

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

(e) Consultant represents that it has, or will secure at its own expense, all licensed personnel required to perform the Services. All Services shall be performed by Consultant or under its supervision unless prior written approval is first obtained from the City, and all personnel engaged in the Services shall be qualified and licensed to perform such Services.

(f) The City agrees to comply with all reasonable requests of Contractor and provide access to all documents reasonably necessary to the performance of Contractor's duties under this Agreement.

3. MANAGEMENT

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

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), based upon the Scope of Services agreed upon in writing by the Consultant and City for tasks identified in Exhibit A.

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

(c) Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within ten (10) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within forty-five (45) days of receipt of an invoice therefore.

5. SUSPENSION OR TERMINATION OF AGREEMENT

(a) The City or the Consultant, may at any time, for any reason, with or without cause, suspend or terminate this Agreement by serving upon City or the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, Consultant shall immediately cease all work under this Agreement, unless otherwise agreed in writing by the Parties.

(b) Consultant may at any time, for any reason, with or without cause, suspend or terminate this Agreement upon at least thirty (30) days prior written notice to the City. Consultant shall complete any tasks and provide any documentation to the City reasonably necessary to provide a practical hand-off of any Services in progress at the time of termination or suspension.

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

(d) The Consultant may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the City at least thirty (30) days prior written notice. Consultant shall complete any tasks and provide any documentation to the City in order to provide a practical hand-off of current tasks.

6. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide access to the representatives of City or its designees during Consultant's normal business hours to review such books and records at Consultant's place of business; shall give City the right to examine and audit said books and records; shall permit City to make transcripts or copies therefrom as necessary; and shall allow reasonable inspection of all work, data, and documents directly related to Consultant's Services under this

Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon full payment of all compensation due Consultant under this Agreement, all documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the Services will be assigned to the City as its the sole property and may be used, reused, or otherwise disposed of by the City without the permission of Consultant. "Any reuse or modification of such work shall be at the sole risk of City and without liability or legal exposure to Consultant. With respect to computer files, Consultant shall make available to the City, at Consultant's office during its normal business hours, and upon reasonable written request by the City, the necessary computer software and hardware for purposes of compiling, transferring, copying and/or printing computer files. The rights assigned by Consultant to City under this paragraph include all copyrights. All reports, documents, or other written material developed by City or provided by City to Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

7. INDEMNIFICATION

(a) Indemnity for professional liability

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, including the cost to defend and hold harmless the City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorneys' fees and costs caused by the sole negligence or intentional misconduct of Consultant, its officers, agents, employees or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement, except to the extent such losses, liabilities, damages, costs and expenses, including reasonable attorneys' fees and costs, derive from or are related to the negligence or willful misconduct of the City or its officials, employees and agents.

Mutually, as the Consultant is representing the City in matters pertaining to property development, and therefore, the City shall to the fullest extent permitted by law, protect, indemnify, defend and hold harmless the Consultant and any and all of its officials, officers, directors, employees, shareholders, and agents from and against any and all of losses, liabilities, damages, costs and expense, including reasonable attorneys' fees and costs caused by the sole negligence or willful misconduct of the City, its officers, agents, employees or subconsultants (or any agency or individual that City shall bear the legal liability thereof) in the performance of the City's development services pursuant to or related to this Agreement; provided, however, the City shall have no duty or obligation to indemnify, defend and hold harmless Consultant from any liability of any kind arising from, related to, or is in any way attributable to, the negligence or willful misconduct of Consultant or its employees, officials and agents.

(b) Indemnity for other than professional liability

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, including the cost to defend and hold harmless City, and its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant; provided, however, Consultant shall have no duty or obligation to indemnify, defend and hold harmless the City from any liability of any kind arising from, related to, or is in any way attributable to, the negligence or willful misconduct of the City or its employees, officials and agents.

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

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

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

10. LEGAL RESPONSIBILITIES

Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of the Services. Consultant shall at all times observe and comply with all such laws and

regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

11. UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order.

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Consultant is prohibited by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

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

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

With a Copy To: Selma City Attorney
Griswold LaSalle Cobb Dowd & Gin LLP
111 East 7th Street
Hanford, CA 93230
Attention: Megan Dodd

To Consultant: Yamabe and Horn Engineering, Inc
2985 North Burl Avenue, Suite 101
Fresno, CA 93727
Attention: David Horn, President

15. ASSIGNMENT

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

Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide City with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include an indemnity provision similar to the one provided herein and identifying City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

Notwithstanding Consultant's use of any subconsultant, Consultant shall be responsible to the City for the performance of its subconsultant as it would be if Consultant had performed the Services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the City and any subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants. Consultant shall indemnify, including the cost to defend and hold harmless the

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

16. GOVERNING LAW/ATTORNEYS' FEES

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court in Fresno County, California. If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of or relating to the Services provided by Consultant under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled.

17. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

18. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

20. CAPTIONS

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and shall have no significance in the interpretation of this Agreement.

21. WAIVER

The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

22 REMEDIES

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

23. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

“CITY”
City of Selma

“CONSULTANT”
Yamabe and Horn Engineering, Inc.

By: _____
Fernando Santillan, City Manager

By: _____
David Horn, President

Attest:

By: _____
Reyna Rivera, City Clerk

Approved as to form:

By: _____
_____, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES

City Engineer Services

- (1) Yamabe and Horn will provide David Horn, PE, PLS, to perform the duties of the "City Engineer" for the City of Selma subject to the following provisions:
 - a. Mr. Horn shall not be replaced by Yamabe and Horn without the written authorization of the City of Selma. Violation of this provision shall constitute a breach of this agreement and agreement shall be subject to termination at the City's sole discretion.
 - b. Mr. Horn will provide office hours at City Hall for a minimum of 16 hours per week, which may be reviewed and adjusted to a maximum of 24 hours at the discretion of the City Manager to ensure availability to meet the City's needs.

Advisory Services

1. Attendance at meetings of the City Council. The City Engineer shall attend those special meetings or work sessions of the City Council where matters before the City Council require the expertise of, or presentation by, the City Engineer, or, as otherwise requested. In the cases of these matters, and in the event that the "City Engineer's" attendance is required or requested at any City Council meeting, it is expected that the City Engineer shall prepare staff reports and/or any other documents necessary for the meeting. Regular meetings are held on the first and third Monday evenings of each month.
- (2) Advising Officials. The City Engineer shall advise City officials and employees through telephone conferences, meetings, and correspondence.
- (3) Consultation on City utilities and facilities. The City Engineer shall furnish advice and consultation on the operation, maintenance, and permitting of the City's stormwater drainage system, transportation system, and other City-owned facilities under the direction of the City Manager or their designee.
- (4) Consultation on development projects/permits. The City Engineer shall oversee, coordinate and manage the review of development project plans and proposals by private parties for compliance with the City Municipal Code and other applicable requirements.
- (5) The City Engineer shall meet with residents, contractors, developers, engineers, etc., as requested.
- (6) Provide services on grant applications and management: The City Engineer shall assist in grant applications and management for regional, state, and federal programs. Experience with Federal Grant Applications and processes is preferred.
- (7) Provide permit review and inspection services. The City Engineer shall oversee, coordinate and manage the review of various types of permit applications for private utility improvements, residential/commercial improvements, and other typical permit

applications. The City Engineer shall conduct site inspections associated with such permits and applications as needed.

- (8) Attendance at meetings of the Project Review Committee (PRC) or other similar development review meetings. The City Engineer shall participate as a member of the PRC under the direction of the City Manager or their designee. The City Engineer shall review site plans and furnish comments before the PRC meetings and assist applicants in understanding the Code requirements. PRC meetings are scheduled as needed.
- (9) Attendance at meetings for the Fresno Council of Governments (FCOG). The City Engineer shall participate as a representative of the City of Selma for all Technical Advisory Committees for FCOG. In addition, any other FCOG-related meetings as requested by the City Manager or their designee.

Public Works Construction Projects

1. Analyze/study improvement projects. The City Engineer will be required to prepare preliminary engineering analysis, cost estimate, and feasibility studies for various Public Works improvements.
2. Prepare bids/contracts. The City Engineer will be requested to prepare detailed plans, specifications, bids, and contract documents for Public Works construction projects. In addition, the City Engineer will prepare a final cost estimate and required applications for approval of the construction by other governmental agencies and assist the City in negotiating the acquisition of any necessary right-of-way or easement.
3. Review bids. The City Engineer shall assist the City in the review of bids submitted for construction, in the selection of qualified contractors, and in the inspection of construction work. The City Engineer will provide general supervision of the contractor for Public Works construction projects.

Capital Project Management

1. Identify capital projects. The City Engineer will identify current and possible future capital projects and document the budget, scope, schedule, status, organizational responsibility (including other Professional Engineering Firms), and funding sources.
2. Organize and prioritize all capital projects. The City Engineer will develop regular reporting and monitoring processes to ensure the implementation and completion of scheduled project tasks.
3. Capital project tracking. The City Engineer will track and monitor project status and specific milestone completion. The City Engineer will facilitate discussions and decisions necessary to keep projects on schedule.
4. Identify and report significant deficiencies. The City Engineer will identify and report concerns regarding meeting capital projects goals to the Assistant City Manager on a weekly basis.
5. Monitor budgets. The City Engineer will process payments for all State, Federal, and local grant funding, monitor budget expenditures and assist with the review of contracts, proposals, invoices, and Purchase Orders.

Other On-Call Services, as needed.

- (1) At the request of the City Manager in writing, other on-call Engineering services may be requested through a separate scope of work.

EXHIBIT B
RATE SCHEDULE

YAMABE & HORN ENGINEERING, INC.

CIVIL ENGINEERS – LAND SURVEYORS
2985 N Burl Avenue, Suite 101, Fresno, CA 93727
(559) 244-3123, FAX (559) 244-3120

2023 CITY OF SELMA FEE SCHEDULE

PRINCIPAL ENGINEER	\$ 195	per hour
EXPERT WITNESS.....	\$ 265	per hour
CIVIL ENGINEER V.....	\$ 170	per hour
CIVIL ENGINEER IV.....	\$ 165	per hour
CIVIL ENGINEER III.....	\$ 160	per hour
CIVIL ENGINEER II.....	\$ 140	per hour
CIVIL ENGINEER I.....	\$ 135	per hour
PROJECT MANAGER II.....	\$ 150	per hour
PROJECT MANAGER I.....	\$ 140	per hour
ASSISTANT ENGINEER III.....	\$ 125	per hour
ASSISTANT ENGINEER II.....	\$ 120	per hour
ASSISTANT ENGINEER I.....	\$ 110	per hour
LAND SURVEYOR II.....	\$ 155	per hour
LAND SURVEYOR I.....	\$ 135	per hour
ASSISTANT SURVEYOR II.....	\$ 125	per hour
ASSISTANT SURVEYOR I.....	\$ 115	per hour
GIS ANALYST.....	\$ 115	per hour
GIS TECHNICIAN.....	\$ 105	per hour
CONSTRUCTION MANAGER II.....	\$ 140	per hour
CONSTRUCTION MANAGER I.....	\$ 130	per hour
PROJECT SERVICES ADMINISTRATOR.....	\$ 85	per hour
INSPECTOR II.....	\$ 150	per hour
INSPECTOR I.....	\$ 140	per hour
CAD MANAGER.....	\$ 115	per hour
CAD DRAFTER II.....	\$ 105	per hour
CAD DRAFTER I.....	\$ 95	per hour
CLERICAL.....	\$ 75	per hour
2-PERSON SURVEY CREW PREVAILING WAGE.....	\$ 250	per hour
1-PERSON SURVEY CREW PREVAILING WAGE.....	\$ 160	per hour
TRAVEL.....	\$.56	per mile
PRINTING.....		Cost plus 10%

Fee schedule is effective through December 31, 2023 and will be adjusted each year after at a rate of 2 to 5%.

Note: Prevailing wage rates are shown for Fresno County.



EXHIBIT C

INSURANCE REQUIREMENTS

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

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000.00 per occurrence, \$4,000,000.00 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

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

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$2,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

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

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

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

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

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

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

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

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

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

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for

nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

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

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

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

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

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

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

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

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

CITY OF SELMA PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of _____ ("Effective Date"), between the City of Selma, a municipal corporation ("City") and **Quad Knopf, Inc., dba QK** ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect for a period of three years, with two 1-year extensions that may be authorized at the discretion of the City Manager, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the City in conformance with the standards of quality normally observed by an entity providing professional engineering consulting services under similar circumstances and conditions.

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

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

(e) Consultant represents that it has, or will secure at its own expense, all licensed personnel required to perform the Services. All Services shall be performed by Consultant or under its supervision unless prior written approval is first obtained from the City, and all personnel engaged in the Services shall be qualified and licensed to perform such Services.

(f) The City agrees to comply with all reasonable requests of Contractor and provide access to all documents reasonably necessary to the performance of Contractor's duties under this Agreement.

3. MANAGEMENT

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

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), based upon the Scope of Services agreed upon in writing by the Consultant and City for tasks identified in Exhibit A.

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

(c) Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within ten (10) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within forty-five (45) days of receipt of an invoice therefore.

5. SUSPENSION OR TERMINATION OF AGREEMENT

(a) The City or the Consultant, may at any time, for any reason, with or without cause, suspend or terminate this Agreement by serving upon City or the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, Consultant shall immediately cease all work under this Agreement, unless otherwise agreed in writing by the Parties.

(b) Consultant may at any time, for any reason, with or without cause, suspend or terminate this Agreement upon at least thirty (30) days prior written notice to the City. Consultant shall complete any tasks and provide any documentation to the City reasonably necessary to provide a practical hand-off of any Services in progress at the time of termination or suspension.

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

(d) The Consultant may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the City at least thirty (30) days prior written notice. Consultant shall complete any tasks and provide any documentation to the City in order to provide a practical hand-off of current tasks.

6. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide access to the representatives of City or its designees during Consultant's normal business hours to review such books and records at Consultant's place of business; shall give City the right to examine and audit said books and records; shall permit City to make transcripts or copies therefrom as necessary; and shall allow reasonable inspection of all work, data, and documents directly related to Consultant's Services under this

Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon full payment of all compensation due Consultant under this Agreement, all documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the Services will be assigned to the City as its the sole property and may be used, reused, or otherwise disposed of by the City without the permission of Consultant. "Any reuse or modification of such work shall be at the sole risk of City and without liability or legal exposure to Consultant. With respect to computer files, Consultant shall make available to the City, at Consultant's office during its normal business hours, and upon reasonable written request by the City, the necessary computer software and hardware for purposes of compiling, transferring, copying and/or printing computer files. The rights assigned by Consultant to City under this paragraph include all copyrights. All reports, documents, or other written material developed by City or provided by City to Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

7. INDEMNIFICATION

(a) Indemnity for professional liability

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, including the cost to defend and hold harmless the City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorneys' fees and costs caused by the sole negligence or intentional misconduct of Consultant, its officers, agents, employees or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement, except to the extent such losses, liabilities, damages, costs and expenses, including reasonable attorneys' fees and costs, derive from or are related to the negligence or willful misconduct of the City or its officials, employees and agents.

Mutually, as the Consultant is representing the City in matters pertaining to property development, and therefore, the City shall to the fullest extent permitted by law, protect, indemnify, defend and hold harmless the Consultant and any and all of its officials, officers, directors, employees, shareholders, and agents from and against any and all of losses, liabilities, damages, costs and expense, including reasonable attorneys' fees and costs caused by the sole negligence or willful misconduct of the City, its officers, agents, employees or subconsultants (or any agency or individual that City shall bear the legal liability thereof) in the performance of the City's development services pursuant to or related to this Agreement; provided, however, the City shall have no duty or obligation to indemnify, defend and hold harmless Consultant from any liability of any kind arising from, related to, or is in any way attributable to, the negligence or willful misconduct of Consultant or its employees, officials and agents.

(b) Indemnity for other than professional liability

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, including the cost to defend and hold harmless City, and its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant; provided, however, Consultant shall have no duty or obligation to indemnify, defend and hold harmless the City from any liability of any kind arising from, related to, or is in any way attributable to, the negligence or willful misconduct of the City or its employees, officials and agents.

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

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

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

10. LEGAL RESPONSIBILITIES

Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of the Services. Consultant shall at all times observe and comply with all such laws and

regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

11. UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order.

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Consultant is prohibited by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

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

To City:	City of Selma 1710 Tucker Street Selma, CA 93662 Attention: City Manager
With a Copy To:	Selma City Attorney Griswold LaSalle Cobb Dowd & Gin LLP 111 East 7 th Street Hanford, CA 93230 Attention: Megan Dodd
To Consultant:	Quad Knopf, Inc., ba QK PO Box 3699 Visalia, CA 93278 Attention: Amber Aguayo, CFO/COO

15. ASSIGNMENT

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

Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide City with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include an indemnity provision similar to the one provided herein and identifying City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

Notwithstanding Consultant's use of any subconsultant, Consultant shall be responsible to the City for the performance of its subconsultant as it would be if Consultant had performed the Services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the City and any subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants. Consultant shall indemnify, including the cost to defend and hold harmless the

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

16. GOVERNING LAW/ATTORNEYS' FEES

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court in Fresno County, California. If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of or relating to the Services provided by Consultant under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled.

17. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

18. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

20. CAPTIONS

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and shall have no significance in the interpretation of this Agreement.

21. WAIVER

The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

22 REMEDIES

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

23. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

“CITY”
City of Selma

“CONSULTANT”
Quad Knopf, Inc., dba QK

By: _____
Fernando Santillan, City Manager

By: _____
Amber Aguayo, CFO/COO

Attest:

By: _____
Reyna Rivera, City Clerk

Approved as to form:

By: _____
_____, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES

Infrastructure Master Planning

(1) Prepare infrastructure master plans in collaboration with The "City Engineer". The infrastructure master plans will be prepared under individual scopes of work and will include, but is not necessarily limited to, the following City maintained infrastructure systems:

- a. Storm Drainage
- b. Streets/Circulation
- c. Parks, trails, and open space
- d. Broadband
- e. Sewer (in collaboration with SKF Sanitation District)r
- f. Water (in collaboration with CalWater)

City Standards and Specifications Update

(1) Prepare and update the City of Selma Standards and Specifications in collaboration with The "City Engineer." The update will be prepared under an individual scope of work and will include, but is not necessarily limited to, the following City construction details and specifications:

- a. Storm Drainage
- b. Streets and Alleys
- c. Streetlights
- d. Curb, gutters, and sidewalks
- e. Drive approaches
- f. Parking lots
- g. Block walls and fences
- h. Landscaping
- i. Parks, trails, and open space
- j. Sewer (in collaboration with SKF Sanitation District)r
- k. Water (in collaboration with CalWater)
- l. Dry utilities
- m. Survey Control

Other On-Call Services, as needed.

(1) At the request of the City Manager in writing, other on-call Engineering services may be requested through a separate scope of work.

EXHIBIT B

RATE SCHEDULE



2023 CHARGE RATE SCHEDULE

Current

TECHNICAL SERVICES	
Project Administrator	\$100 hour
Assistant CADD Technician / Assistant CADD Designer / GIS Technician	\$96 hour
Associate CADD Technician / Associate CADD Designer / Associate GIS Analyst	\$112 hour
Senior Associate CADD Technician/ Senior Associate CADD Designer / Senior Associate GIS Analyst	\$122 hour
Senior CADD Technician / Senior CADD Designer / Senior GIS Analyst	\$145 hour
Landscape Architect Technician	\$112 hour
PROFESSIONAL SERVICES	
Engineering	
Assistant Engineer	\$118 hour
Associate Engineer	\$150 hour
Senior Associate Engineer	\$175 hour
Project Engineer	\$195 hour
Senior Engineer / City Engineer / District Engineer	\$230 hour
Principal Engineer	\$275 hour
Planning / Environmental / Landscape Architecture	
Assistant Environmental Scientist	\$88 hour
Assistant Planner	\$100 hour
Associate Planner / Associate Environmental Scientist	\$121 hour
Senior Associate Environmental Scientist	\$140 hour
Senior Associate Planner	\$145 hour
Senior Environmental Scientist	\$173 hour
Senior Planner / Senior Landscape Architect	\$173 hour
Principal Planner / Principal Environmental Scientist	\$195 hour
Senior Principal Planner / Senior Principal Environmental Scientist	\$215 hour
Construction and Project Management	
Field Construction Observer	\$130 hour
Senior Field Construction Observer	\$152 hour
Assistant Construction Manager / Assistant Project Manager	\$121 hour
Associate Project Manager	\$139 hour
Associate Construction Manager / Associate Field Construction Observer	\$142 hour
Project Manager	\$146 hour
Senior Associate Construction Manager / Senior Associate Project Manager	\$163 hour
Senior Project Manager	\$187 hour
Senior Construction Manager	\$190 hour
Principal Construction Manager / Principal Project Manager	\$210 hour
Surveying	
Assistant Surveyor	\$113 hour
Associate Surveyor	\$130 hour
Senior Associate Surveyor	\$160 hour
Project Surveyor	\$178 hour
Senior Surveyor	\$190 hour
One-Person Survey Crew	\$155 hour
Two-Person Survey Crew	\$250 hour
Three-Person Survey Crew	\$350 hour
UAV Pilot	\$178 hour
UAV Flight Observer	\$130 hour

Fees are based on the median hourly pay rate for employees in each classification, plus indirect costs, overhead, and profit.

EXPENSES	
Plotting, Printing and Reproduction, Equipment Rental, Postage and Shipping	1.15 x Cost
Transportation and per diem (QK will provide documented evidence of business travel, travel outside of work areas shall be pre-approved by Client)	1.15 x Cost
Mileage	\$0.77 / mile
Other Expenses – Including Subconsultants & Purchased Services through Subcontracts	1.15 x Cost

Rates are effective through December 31, 2023. If contract assignment extends beyond that date, a new rate schedule may be added to the contract. Expert Witness/ Litigation support will be billed as quoted.

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

12/20/2022

EXHIBIT C

INSURANCE REQUIREMENTS

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

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000.00 per occurrence, \$4,000,000.00 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

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

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$2,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

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

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

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

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

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

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

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

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

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

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for

nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

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

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

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

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

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

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

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

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

**CITY OF SELMA
PROFESSIONAL SERVICES AGREEMENT**

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of _____ ("Effective Date"), between the City of Selma, a municipal corporation ("City") and **4Creeks, Inc., a California Corporation** ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect for a period of three years, with two 1-year extensions that may be authorized at the discretion of the City Manager, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the City in conformance with the standards of quality normally observed by an entity providing professional engineering consulting services under similar circumstances and conditions.

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

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

(e) Consultant represents that it has, or will secure at its own expense, all licensed personnel required to perform the Services. All Services shall be performed by Consultant or under its supervision unless prior written approval is first obtained from the City, and all personnel engaged in the Services shall be qualified and licensed to perform such Services.

(f) The City agrees to comply with all reasonable requests of Contractor and provide access to all documents reasonably necessary to the performance of Contractor's duties under this Agreement.

3. MANAGEMENT

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

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), based upon the Scope of Services agreed upon in writing by the Consultant and City for tasks identified in Exhibit A.

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

(c) Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within ten (10) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within forty-five (45) days of receipt of an invoice therefore.

5. SUSPENSION OR TERMINATION OF AGREEMENT

(a) The City or the Consultant, may at any time, for any reason, with or without cause, suspend or terminate this Agreement by serving upon City or the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, Consultant shall immediately cease all work under this Agreement, unless otherwise agreed in writing by the Parties.

(b) Consultant may at any time, for any reason, with or without cause, suspend or terminate this Agreement upon at least thirty (30) days prior written notice to the City. Consultant shall complete any tasks and provide any documentation to the City reasonably necessary to provide a practical hand-off of any Services in progress at the time of termination or suspension.

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

6. OWNERSHIP OF DOCUMENTS

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

(b) Upon full payment of all compensation due Consultant under this Agreement, all documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the Services will be assigned to the City

as its the sole property and may be used, reused, or otherwise disposed of by the City without the permission of Consultant. "Any reuse or modification of such work shall be at the sole risk of City and without liability or legal exposure to Consultant. With respect to computer files, Consultant shall make available to the City, at Consultant's office during its normal business hours, and upon reasonable written request by the City, the necessary computer software and hardware for purposes of compiling, transferring, copying and/or printing computer files. The rights assigned by Consultant to City under this paragraph include all copyrights. All reports, documents, or other written material developed by City or provided by City to Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

7. INDEMNIFICATION

(a) Indemnity for professional liability

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, including the cost to defend and hold harmless the City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorneys' fees and costs caused by the sole negligence or intentional misconduct of Consultant, its officers, agents, employees or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement, except to the extent such losses, liabilities, damages, costs and expenses, including reasonable attorneys' fees and costs, derive from or are related to the negligence or willful misconduct of the City or its officials, employees and agents.

Mutually, as the Consultant is representing the City in matters pertaining to property development, and therefore, the City shall to the fullest extent permitted by law, protect, indemnify, defend and hold harmless the Consultant and any and all of its officials, officers, directors, employees, shareholders, and agents from and against any and all of losses, liabilities, damages, costs and expense, including reasonable attorneys' fees and costs caused by the sole negligence or willful misconduct of the City, its officers, agents, employees or subconsultants (or any agency or individual that City shall bear the legal liability thereof) in the performance of the City's development services pursuant to or related to this Agreement; provided, however, the City shall have no duty or obligation to indemnify, defend and hold harmless Consultant from any liability of any kind arising from, related to, or is in any way attributable to, the negligence or willful misconduct of Consultant or its employees, officials and agents.

(b) Indemnity for other than professional liability

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, including the cost to defend and hold harmless City, and its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or

threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant; provided, however, Consultant shall have no duty or obligation to indemnify, defend and hold harmless the City from any liability of any kind arising from, related to, or is in any way attributable to, the negligence or willful misconduct of the City or its employees, officials and agents.

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

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

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

10. LEGAL RESPONSIBILITIES

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

11. UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order.

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Consultant is prohibited by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

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

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

With a Copy To: Selma City Attorney
Griswold LaSalle Cobb Dowd & Gin LLP
111 East 7th Street
Hanford, CA 93230
Attention: Megan Dodd

To Consultant: 4Creeks, Inc.
324 S. Santa Fe St.
Visalia, CA 93292
Attn: Danielle Avila, CEO

15. ASSIGNMENT

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

Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide City with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include an indemnity provision similar to the one provided herein and identifying City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

Notwithstanding Consultant's use of any subconsultant, Consultant shall be responsible to the City for the performance of its subconsultant as it would be if Consultant had performed the Services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the City and any subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants. Consultant shall indemnify, including the cost to defend and hold harmless the

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

16. GOVERNING LAW/ATTORNEYS' FEES

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court in Fresno County, California. If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of or relating to the Services provided by Consultant under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled.

17. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

18. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

20. CAPTIONS

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and shall have no significance in the interpretation of this Agreement.

21. WAIVER

The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

22 REMEDIES

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

23. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

“CITY”

City of Selma

“CONSULTANT”

4Creeks, Inc., a California Corporation

By: _____
Fernando Santillan, City Manager

By: _____
Danielle Avila, CEO

Attest:

By: _____
Reyna Rivera, City Clerk

Approved as to form:

By: _____
_____, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES

Development and Infrastructure Plan Check Review

- (1) Conduct plan reviews associated with development projects and infrastructure construction documents in collaboration with the "City Engineer." The plan reviews will be conducted under individual scopes of work, which will assume a minimum of three (3) reviews, with 4th and subsequent reviews being billed at time and materials without incentive pay.
- (2) Once a plan review application or other construction plan set has been deemed complete, each plan review will be subject to the following incentive-based timelines once the complete plan submittal is sent by the City and received by the Consultant:
 - a. 1st Review
 - i. 10% fee premium – 1 to 13 days to provide a written response with comments and redlines
 - ii. Normal pay – 14 to 21 days to provide a written response with comments and redlines
 - iii. 10% fee reduction – 22 or more days to provide a written response with comments and redlines
 - b. 2nd and 3rd Reviews
 - i. 10% fee premium – 1 to 6 days to provide a written response with comments and redlines
 - ii. Normal pay – 7 to 14 days to provide a written response with comments and redlines
 - iii. 10% fee reduction – 15 or more days to provide a written response with comments and redlines.
 - c. 4th or More Reviews
 - i. No fee premium – Plan reviews shall be completed in 14 days or less.

Other On-Call Services, as needed.

- (1) At the request of the City Manager in writing, other on-call Engineering services may be requested through a separate scope of work.

EXHIBIT B

RATE SCHEDULE

Effective May 1, 2022

4Creeks, Inc. Fee Schedule – Professional

Fees are based on the median hourly pay rate for employees in each classification, plus indirect costs, overhead, and profit. Fee schedules for the various billing categories are:



Classification	Charges Per Hour	Classification	Charges Per Hour
Civil Engineering Services		Architectural Services	
Associate Engineer	\$125	Architectural Designer	\$105
Engineer	\$145	Architect	\$145
Senior Engineer	\$175		
Principal Engineer	\$200		
Planning Services		Construction Inspection (Non-Prevailing Wage)	
Assistant Planner	\$90	Associate Construction Inspector	\$110
Associate Planner	\$115	Construction Inspector	\$130
Planner	\$135	Senior Construction Inspector	\$150
Senior Planner	\$165		
Principal Planner	\$185		
Structural Engineering Services		Construction Management	
Associate Structural Engineer	\$145	Associate Construction Manager	\$125
Structural Engineer	\$160	Construction Manager	\$145
Senior Structural Engineer	\$180	Senior Construction Manager	\$175
GIS Services		Technical Services	
Associate GIS Technician	\$90	Project Technician I	\$85
GIS Technician	\$100	Project Technician II	\$95
Senior GIS Technician	\$120	Project Technician III	\$105
		Project Technician IV	\$120
Utility Design Services		Public Outreach Coordination	
Associate Designer	\$105	Associate Outreach Coordinator	\$105
Designer	\$130	Outreach Coordinator	\$125
Senior Designer	\$160		
Land Surveying Services		Water Consulting Services	
Assistant Surveyor	\$110	Associate Water Consultant	\$115
Land Surveyor	\$135	Water Consultant	\$135
Senior Surveyor	\$155	Senior Water Consultant	\$165
Principal Land Surveyor	\$180		
1-Man Survey Crew *	\$150		
2-Man Survey Crew *	\$220	Executive Staff	
3-Man Survey Crew*	\$275	Associate Executive	\$120
Drone Pilot	\$155	Executive	\$145
		Senior Executive	\$165
Software Engineering Services		Expert Witness	
Assistant Software Engineer	\$75	Expert Witness	\$300
Associate Software Engineer	\$90		
Software Engineer	\$135		
Senior Software Engineer	\$165		

Direct Charges

At cost plus fifteen percent (15%):

- Transportation and per-diem expenses (auto mileage @ current IRS rate, off-road charges \$50.00/day)
- Printing and reproduction: \$0.03 per b/w copy, \$0.12 per color copy, \$0.80 per sq. ft. large printing
- Equipment rentals, subcontractors, laboratory analyses
- Website Hosting Fees: \$15/mo. | \$150/annual

*Prevailing wage rates by separate schedule – Varies by County

EXHIBIT C

INSURANCE REQUIREMENTS

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

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000.00 per occurrence, \$4,000,000.00 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

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

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$2,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

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

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

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

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

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

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

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

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

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

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for

nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

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

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

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

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

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

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

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

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

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

June 19, 2023

ITEM NO: 14

SUBJECT: Consideration of a Resolution approving the City Council Handbook of Rules and Procedures

DISCUSSION: At a previous Council meeting, City Council gave direction to the City Attorney to move forward with a Council Handbook. The Council was presented with a first draft of the Council Handbook at the April 3, 2023 meeting. The City Attorney has incorporated both staff and the Council's requested changes and now presents this second draft of the Council Handbook.

Assuming that Council approves this version of the Council Handbook by resolution, we will add both a table contents as well as the City Seal to the Handbook. If Council wishes to make any further changes, we will make those changes and bring the Handbook back at the next meeting for approval.

FISCAL IMPACT: None

RECOMMENDATION: Staff recommends Council approve the Resolution adopting the City Council Handbook of Rules and Procedures

_____/s/_____
Megan Dodd, City Attorney

June 14, 2023
Date

RESOLUTION NO. 23-__-R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA, APPROVING THE HANDBOOK OF RULES AND PROCEDURES
OF THE CITY COUNCIL OF THE CITY OF SELMA**

WHEREAS, the Selma City Council has established past rules and procedures through ordinances, resolutions, and other policies for the conduct of its proceedings; and

WHEREAS, the policies, rules and procedures set forth in the attached Handbook will be useful to the City Council, Commissions, Staff, and the General Public by eliminating multiple references and by providing guidance and clarity; and

WHEREAS, pursuant to Government Code Section 36813, the Council may establish rules for the conduct of its proceedings; and

WHEREAS, this Handbook may be amended by resolution to modify or establish other policies relative to the City Council.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Selma does hereby approve the attached Handbook of Rules and Procedures.

PASSED, ADOPTED AND APPROVED this 19th day of June, 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

HANDBOOK OF RULES AND PROCEDURES

SELMA CITY COUNCIL

PREFACE

As provided by California Government Code Section 36813, the City Council of the City of Selma established the Handbook of Rules and Procedures contained therein. The Handbook shall be in effect upon adoption by the City Council and shall remain in effect until such time as it is amended or new rules are adopted in the manner provided herein.

In addition to the Handbook of Rules and Procedures, the City Council has included in this document other information which may be useful to the City Council, administrative staff, and the general public. This document is to be known as "The Handbook of Rules and Procedures of the City Council of the City of Selma."

Adopted _____

Resolution _____

CHAPTER 1 GENERAL INFORMATION, POWERS AND DUTIES

A. THE CITY OF SELMA

The City of Selma has a City Council/City Manager form of government.

Under this form of government, the elected City Council sets the policies for the operation of the Selma City Government as well as the City. These policies are implemented by staff.

The administrative responsibility of the city rests with the City Manager, who is appointed by the City Council.

B. COUNCIL ELECTIONS

The City Council consists of four members, elected by district, and a Mayor which is appointed at large. Each Council Member serves for four-year staggered terms, without limit. The Mayor serves a two-year term, without limit. Elected Officials serve until his/her successor has been elected and qualified. Elections are held in November of even numbered years.

The City contracts with the County of Fresno to administer municipal elections.

C. VACANCIES

Pursuant to Government Code section 36512, the council shall, within 60 days from the commencement of the vacancy, either fill the vacancy by appointment or call a special election to fill the vacancy. The special election shall be held on the next regularly established election date not less than 114 days from the call of the special election. A person appointed or elected to fill a vacancy holds office for the unexpired term of the former incumbent.

D. MAYOR PRO TEMPORE SELECTION

Pursuant to Selma Municipal Code 1-7-1, the office of mayor pro tempore shall be for a two (2) year term. In every even year, on the first regular meeting of the city council in December of such year, or as soon thereafter as practicable upon the certification of election results from the general municipal election by the Fresno County registrar of voters for such year, whichever occurs later, the city council shall select one of its members as mayor pro tempore.

The mayor pro tempore position shall be held by the city council member receiving a majority vote of the city council. Any city council person may nominate, and if seconded, the city council shall vote on the selection of one of its members as mayor pro tempore. Any member of the city council may vote for himself or herself to occupy the position of mayor pro tempore. In the event the person selected as mayor pro tempore shall die, resign, or cease to serve as a council member, a different council member shall be selected in the same manner to fill the unexpired term of his or her predecessor.

E. COMPENSATION AND BENEFITS

The Selma Municipal Code provides that Council Members, including the Mayor, receive \$300/month paid biweekly through regular City payroll. At their option, they can participate in the city's health insurance program, in the same manner as regular employees. Additionally, the Mayor receives a \$30/month cell phone stipend, and all Council Members, including the Mayor, receive a laptop or Surface Pro during their term. Expenses for city related business (i.e. meetings, conference attendance, League division dinners, etc.) are covered by the City pursuant to the Council Travel Policy.

F. CITY CLERK

Pursuant to Selma Municipal Code section 1-8-1, the City Clerk shall be the head of the office of the City Clerk. The City Clerk shall be appointed by the City Manager and shall, under the direction and supervision of the City Manager, plan, organize, direct and supervise the activities and staff of the City Clerk's office.

In addition to the functions, powers, and duties assigned to the City Clerk by the City Manager and other provisions of the Government Code of the State of California, the City Clerk shall:

(A) Keep an accurate record of the proceedings of the City Council in books with appropriate titles and devoted exclusively to such purposes.

(B) Maintain the official records of the City Council and City, including, but not limited to, originals, and certified copies of all City ordinances, resolutions,

motions, contracts, memorandum of understandings and all official actions of the City.

(C) Be the custodian of the City Seal.

(D) Administer oaths or affirmations and take and certify affidavits and depositions pertaining to City affairs and business which may be used in any court or proceedings in the State.

(E) Perform all functions, powers and duties consistent with this Code, assigned by act of the City Council and as set forth in the general laws of the State.

G. CITY ATTORNEY

Pursuant to Government Code section 36505, the City Council shall appoint the City Attorney. Pursuant to Selma Municipal Code section 1-10-1, the City Attorney shall advise City Officials in all legal matters pertaining to City business; shall frame all ordinances and resolutions required by the Council; and, shall perform other legal services required from time to time by the Council.

In the event that it is deemed necessary by the City Attorney to hire either Special or Conflict Counsel to act in the place of, or in conjunction with, the City Attorney for major and significant projects or litigation, the City Attorney shall bring forth such a recommendation to the City Council for approval at a regular or special meeting and be designated to execute the necessary document to facilitate those contracts.

H. TRIANGLE OF POLICY, PROCESS & PRODUCT

The City Council establishes the Policy—establishing vision and direction for the community's future.

The City Clerk, in consultation with the City Attorney oversees the Process—ensuring that the decision-making process complies with federal, state, and local regulation and that it is properly recorded.

The City Manager provides the Product—which is the primary reason for the existence of local government: to provide services to the taxpayer that the taxpayers cannot (or will not) provide for themselves.

I. MAYOR AS PRESIDING OFFICER AND DUTIES THERETO

The Mayor shall be recognized as the official head of the City of Selma for all ceremonial purposes and by the Governor for military purposes. In the time of public danger or emergency, the Mayor may, with the consent of the City Council, cause order to be maintained and enforce laws. The Mayor shall act as

the Presiding Officer at all meetings of the City Council and perform such other duties consistent with the office as may be imposed by the City Council. The Mayor may move, second, and debate from the Chair, subject to such limitations of debate as are imposed on all Council Members by these rules and shall not be deprived of any of the rights and privileges of a Council Member as such Presiding Officer. The Mayor shall possess no veto power.

The Mayor shall preserve strict order and decorum of Council meetings at all times. The Mayor may announce special rules for the consideration of a particular item on the agenda, such as, but not limited to: The length of time persons may speak; require that, if desirable, a spokesperson address the Council on behalf of a group of persons; and, in the event of a hearing, provide time for arguments and rebuttals from proponents and opponents. The Mayor shall state each item coming before the City Council, and shall upon conclusion of said presentation related thereto call for the vote. Following the vote, the Mayor shall announce the results of the vote. The Mayor is eligible to vote on all motions, and shall direct the order of participation of Council Members. The Mayor shall, in all instances, have the last chance to speak. The Mayor shall sign all ordinances and resolutions adopted by the City Council during the Mayor's presence. The Mayor shall sign all agreements and/or contracts, except where otherwise instructed or set forth by policy.

J. MAYOR PRO TEMPORE

In the absence of the Mayor, the Mayor Pro Tempore shall possess and perform the power and duties of the Mayor. In that capacity, the Mayor Pro Tempore shall sign ordinances and resolutions adopted in his/her presence. The Mayor Pro Tempore shall also sign all agreements and/or contracts, except where otherwise instructed or set forth by policy.

K. RULES OF PROCEDURES

The City Council shall determine its own rules of procedures and amend them from time to time, or adopt new rules as it deems necessary.

Simple Parliamentary Decorum shall govern meetings. The Mayor shall ask for a motion and a second prior to calling for a voice vote (i.e. ayes, nays, abstentions) absent an electronic voting device. In the instance of a vote on an ordinance or resolution the Mayor, absent an electronic voting device, shall ask the Clerk to poll the Council, beginning with the member who motioned, then the member who seconded and left to right thereafter, with the Mayor being polled last.

The Mayor has the right to direct the Clerk to poll the Council on any matter.

Amendment to, or adoption of, new City Council Rules shall be accomplished by majority vote of the Council.

Any Council Member may move the Mayor to enforce the rules and a majority vote of the City Council shall require the Mayor to so act. The Council may at any time by majority vote, set aside these policies for purposes of any agenda item.

L. INTERFERENCE IN STAFF FUNCTIONS

The City Council shall deal with the administrative services of the City through the City Manager, except for the purpose of inquiry , and neither the City Council nor any member thereof, shall give orders to subordinates of the City Manager. No member of the City Council shall publicly criticize or censure any staff member of the City, and shall instead relay any criticism of a staff member privately through the City Manager.

The City Council shall deal with the Office of the City Attorney only through the City Attorney, except for the purpose of inquiry, and neither the City Council nor any member thereof, should give order to subordinates of the City Attorney.

M. COUNCIL VOTING

A majority, also known as a simple majority, is a subset of a group that is more than half of the entire group (ex. 50% plus 1 of the members present at a given meeting.)

A two-thirds majority means that two-thirds of the members present or more must agree to the proposition. Four of a five member Council present or three of a four member Council present, constitutes a two-thirds majority.

CHAPTER 2 CITY COUNCIL MEETINGS

A. REGULAR MEETINGS

Regular meetings of the City Council shall be open to the public and held on the first and third Mondays of every month, at the hour of 6:00 p.m. In the event that there is a holiday on a Monday, the regular meeting will automatically be moved to the next day (Tuesday), at the same time. In the event that a Closed Session item or items, as that term is defined in the California Government Code section 54954.5, as amended from time to time, is required, it may be agendized at a time immediately following or prior to 6:00 p.m., depending on the amount of time required for the matter and may be adjourned and/or continued at 6:00 p.m. as noted by the Mayor.

Whenever the day fixed for any regular meeting of the City Council falls upon a day designated as a holiday, such meeting may be held at the same hour on the next succeeding day, not a holiday, as if it were a regular meeting.

B. SPECIAL MEETINGS

A special meeting may be ordered at any time by the Mayor or by his/her designee or by a majority of the City Council whenever the public business may require it or upon the request from three members of the City Council. Whenever a special meeting shall be called, notice of such meeting shall be provided pursuant to State law.

C. STUDY SESSIONS

The City Council may meet in a "study session" called as a Special Meeting for the purpose of acquiring information on a particular subject(s). Study sessions shall be open to the public. Study sessions are not public hearings; however, public input will be received. The City Council may not vote or otherwise express consensus, intent, or direction and will not take any final action at a study session, unless the agenda specifically notes such action of a vote, consensus, intent or direction.

D. CLOSED SESSIONS

Consistent with Government Code Section 54954.2 the Council may hold closed sessions during any regular or special meeting, or any time otherwise authorized by law to consider or hear any matter which is authorized by State law to be heard or considered in closed session.

The general subject matter for consideration shall be expressed in an open meeting before such session is held. After closed session the legislative body must reconvene to open session and is required to disclose any reportable action

taken along with the vote, or announce that no reportable actions were taken, if any.

The legislative body in a closed session can consider only matters covered in its agenda descriptions. City Council Members shall keep all written materials and verbal information provided to them on matters that are confidential under law in complete confidence to ensure that the City's position is not compromised. No mention of information in these materials should be made to anyone other than Council Members, City Attorney, or City Manager, unless one of the aforementioned is precluded or a subject thereof.

If the City Council in closed session has provided direction to City staff on proposed terms and conditions for any type of negotiations whether it be related to property acquisition or disposal, a proposed or pending claims or litigation, and/or employee negotiations, all contact with the other party should be by the designated representative handling the negotiations or litigation. Unless specifically authorized by Council's action a Council Member should not have any contact or discussions with the other party or its representative(s) involved concerning the negotiation during this time and not communicate any discussion conducted in closed sessions. All public statements, information, press releases, should be handled by the designated representative or spokesperson.

Government Code Section 54963 (a) – (f) outlines the injunctive relief and disciplinary actions that may be imposed on those who divulge confidential closed session discussions, without first receiving authorization from the legislative body.

E. AGENDA

Prior to each council meeting, the City Manager with input from Department Heads and the City Attorney shall set the agenda, reviewing same with the Mayor, if the Mayor so wishes. The City Clerk shall arrange such matters, including all ordinances, resolutions, reports, communications, contracts, documents or other matters as may have been timely provided, for inclusion in the agenda. Prior to agenda posting, any council member may request that the City Manager place a given item on an agenda. The Council Member shall supply the Clerk with sufficient information and description of the matter to apprise the Council and the public of the nature of the item. Upon receipt of such a request, said item shall thereafter be placed on the next available meeting agenda under future items to determine whether there is a consensus from the Council to proceed with a discussion on the requested agenda item at a future meeting .

F. CALL TO ORDER

The meetings of the City Council shall be called to order by the Mayor, or in the Mayor's absence, by the Mayor Pro Tempore. In the absence of the Mayor and

Mayor Pro Tempore, the meeting shall be called to order by the most senior Council Member present. This person shall serve as the Council's presiding officer until the arrival of the Mayor or Mayor Pro Tempore, or until adjournment of the meeting.

G. QUORUM

Three members of the City Council shall constitute a quorum for the transaction of business. A majority of a quorum shall be sufficient to pass any action taken by the City Council except on such matters, which, by law, require a greater majority. All ordinances require at least three affirmative votes. All resolutions and all orders for the payment of money require a simple majority of those members present.

H. LACK OF QUORUM

If a majority of the City Council are absent from any meeting, the remaining members of the City Council may declare the meeting adjourned or if no member of the City Council is present, the City Clerk may adjourn the meeting. If a meeting is adjourned for less than five calendar days, no new agenda need be posted so long as a new item of business is not introduced. A copy of the order of adjournment must be posted within 24 hours after the adjournment, at or near the door of the place where the meeting was held.

I. RECOGNITION TO SPEAK, COUNCIL MEMBER

Every Council Member desiring to speak shall address the Mayor and, upon recognition by the Mayor, shall confine his or her remarks to the item coming before the City Council.

1. Interruptions:

A Council Member, once recognized, may voice concerns, comments or ask staff to provide explanation or clarification of the item before the City Council, without interruption, unless out of order with the rules and procedures established herein and/or the Mayor call the item to order.

2. Public Hearings:

Council Members should not speak to the merits of an issue, other than to ask questions, until the public hearing has been closed.

J. COUNCIL MEMBERS' OBLIGATION AFTER ABSENCE

When a Council Member is absent from an earlier meeting at which a matter was discussed, it shall be the duty of that Council Member to become acquainted with the issues discussed by reading the documents presented, reviewing the minutes from the meeting in which that item was discussed, listening to or viewing the

taped recording of the meeting missed in order to further participate in future discussions and/or vote on the item.

K. ADJOURNMENT OF MEETING

The Mayor shall adjourn the meeting. In the instance of the lateness of the hour the Mayor may also adjourn the meeting to a date and time specific to continue discussions on either the remainder of the agenda or on a specific item for discussion.

L. AGENDA ITEMS OUT OF ORDER

The Mayor may, with the consent of a majority of the City Council present, modify the order of the agenda at the meeting, if such modifications would promote fluidity in the process and discussions.

M. AUDIO RECORDINGS

All regular meetings (except closed sessions) of the City Council are video recorded with audio; as well as all special meetings, inclusive of, but not limited to study sessions, and budget sessions are recorded. Recordings are in digital format and are to be archived for a minimum of (7) seven years.

N. AGENDA FORMAT FOR REGULAR MEETINGS

The agenda format for the Selma City Council regular meetings may be prepared to include, but not limited to the following categories and/or sub-categories, not necessarily in the order herein reflected. The Mayor upon consensus of the majority of Council present may reorder the agenda to aide in the efficiency of the meeting:

CALL TO ORDER REGULAR SESSION
PLEDGE OF ALLEGIANCE AND INVOCATION
ORAL COMMUNICATIONS
SPECIAL PRESENTATIONS
CONSENT CALENDAR
GENERAL BUSINESS
PUBLIC HEARINGS
DEPARTMENTAL REPORTS
COUNCIL REPORTS/COUNCIL COMMITTEES REPORTS
FUTURE AGENDA ITEMS
ADJOURN REGULAR MEETING

O. COMPONENTS OF REGULAR MEETING

The following sections of a regular meeting agenda shall set forth the guidelines of decorum for each respective section of the agenda:

1. Oral Communications

This is the time for citizens to comment on subject matters, not on the agenda within the jurisdiction of the Selma City Council. The Council Members ask that you keep your comments brief and positive. Creative criticism, presented with appropriate courtesy, is welcomed. The Council cannot legally discuss or take official action on citizen request items that are introduced under this section.

This is also the time for citizens to comment on items listed under the Consent Calendar or to request an item from the Consent Calendar be pulled for discussion purposes. Comments related to general business/city manager items or public hearing items will be heard at the time the item is discussed or at the time the Public Hearing is opened for comment.

In fairness to all who wish to speak, each speaker will be allowed **three minutes** unless otherwise extended by Council. Please begin your comments by stating and spelling your name and providing your city of residence.

Additionally, there are citizen comments slips at the entrance to Council Chambers for citizens to fill out. If you are able, please fill out a slip and provide to the City Clerk if you would like to make a public comment.

3. Consent Calendar

All Consent Calendar Items are considered routine and will be enacted in one motion. There will be no separate discussion of these matters unless a request is made, in which event the item will be removed from the Consent Calendar to be discussed and voted upon by a separate motion. Council Members should make every attempt possible to ask any clarifying questions regarding consent items prior the meeting.

4. Regular Business

Comments related to Regular Business Items are limited to three minutes per speaker unless otherwise extended by the Council.

P. MINUTES

The City Council utilizes hybrid minutes, a blending of action and/or verbatim minutes and shall be known as “summary minutes” which include the motions made, action taken, and a brief summary of council, staff and/or public comments. The digital video recordings with audio shall serve as the verbatim record.

Minutes may be approved under the Consent Calendar without reading. If, however, a Council Member raises a point of correction to the minutes of a City Council meeting, that correction may be made verbally for the record with Council’s consensus of a majority present, and approved at that meeting in which it is addressed.

Q. LEGISLATIVE PROCEDURES

Generally, legislative proceedings shall be conducted in the following order:

- Introduction of the item by the City Manager
- Staff presentation
- If applicable, Public Hearing opened by Mayor
- Public Comments
- If applicable, Public Hearing closed by Mayor
- Questions by Council Members
- Discussion by Council Members
- Action by City Council

Appeal proceedings shall be conducted in the following order:

- Introduction of the item by the City Manager
- Staff presentation
- Hearing opened by Mayor
 - Appellant’s comments
 - Public comments
 - Rebuttal-Appellant comments
- Hearing closed by Mayor
- Questions by Council Members
- Discussion by Council Members
- Action by City Council

R. APPEALS

The filing of an appeal shall have the effect of staying the issuance of any permit or procedure until such time as the matter on appeal is resolved. If there are subsequent items to come before the Council that are subject to the outcome of the appeal, those items shall be listed following the item for appeal on the agenda; the decision of which shall be factored upon the Council’s decision on appeal.

S. APPOINTMENTS

Appointment to the City Boards, Committees and Commissions shall be made as set forth by those specific boards, or when not set forth, appointments will be made by the Mayor and voted upon by the City Council.

T. ADDRESSING THE CITY COUNCIL

1. Speaker Time

Depending upon the extent of the agenda and the number of persons desiring to speak on an issue, the Mayor may, at the beginning of the hearing, limit the time for individual comments. When deemed necessary, the Mayor may allocate a longer speaker time, other than what is noted on the agenda, without objection from the City Council.

Each person shall stand at the podium, if one is available, and is asked to state his/her name and provide address of residence for the record. All remarks shall be addressed to the Council as a body and not to any member thereof. No person, other than the City Council and person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the City Council, without the permission of the Mayor. No question shall be asked of a Council Member or a member of City staff except through the Mayor.

2. One Speaker at a Time

No person, other than the person having the floor, shall be permitted to enter into any discussion without the permission of the Mayor. All discussions shall be through the Mayor, and no question shall be asked of a Council Member or City Staff except through the Mayor. Further, all Council Members should refrain from any side conversations during the meeting.

3. Questions and Comments from the Public

Questions and comments from the public shall be limited to the subject under consideration, except for those items introduced under Citizen Comments.

4. Addressing the City Council after a Motion is made

No person in the audience may address the City Council after a motion is made without first securing permission from the Mayor to do so. Upon recognition by the Mayor and permission being granted by the City Council, the person so recognized shall confine him/herself to the question under discussion.

U. CONTINUED AGENDA ITEMS

It is City Council practice and policy that matters scheduled on an agenda will be heard at the meeting scheduled. When unforeseen circumstances mandate a request for continuance of an agenda item by an applicant, appellant, or other interested parties, the request must be made to the City Council at the outset of the consideration of the item. In addition, any person intending to make a request for a continuance shall inform the City Clerk, orally or in writing, as soon as possible prior to the meeting that such a request for continuance will be made. The City Clerk shall inform the Mayor. The City Council will consider the request for continuance prior to discussing the substance or merits of the agenda item. The interested parties may speak to the issue of a continuance without forfeiting the right to speak later to the merits of the issue if a majority of the Council agrees. Comments may be presented by persons not able to attend the meeting for which the item is finally scheduled if the City Council agrees to continue the item.

V. PUBLIC HEARING CLOSED

Once a public hearing is closed it is inappropriate for the public to speak except to answer an inquiry of a Council Member addressed through the Mayor. However, a public hearing may be re-opened by a majority approval by the Council to hear new information.

W. CANCELLATION OF MEETING

If the City Council considers and then decides to cancel a future regularly scheduled or special meeting it should take such action at the earliest prior meeting possible. If the action to cancel a meeting is taken more than one regular meeting prior to the date of the canceled meeting, the fact of any such cancellation shall also be referenced under items of interest on the agenda for the meeting immediately preceding the canceled meeting date. All noticing of the cancelled meeting will be done by the Clerk in accordance to law.

X. COUNCIL REPORTS

Council Reports is the section of the agenda in which the City Council may provide information or updates on meetings/conferences attended, complaints/concerns/praises received from constituents, announce upcoming events, present information of Council/City interest, etc. Items presented under t

his section cannot be acted upon at the meeting in which it is discussed; however, it may be agendaized for a future meeting upon the majority approval of the City Council. Any requests for future agenda items that are not approved by a majority of the City Council will not be considered.

CHAPTER 3 DECORUM

A. ENFORCEMENT OF DECORUM

The City Manager shall designate the Chief of Police, or his/her designated representative as a sergeant-at-arms when necessary to attend City Council meetings for the purpose of maintaining order and decorum in the City Council Chambers, lobby, or other designated meeting location. Upon instructions from the Mayor, the sergeant-at-arms shall eject any person from the City Council Chambers, in conformance with State law.

B. CONDUCT IN THE CITY COUNCIL CHAMBERS

1. Council Chambers Defined

Council Chambers shall be, in addition to the usual and customary meeting location, any location or facility wherein a majority of the legislative body may meet for an open and public meeting as defined and noticed in accordance with the Brown Act, whether it be a regular meeting, special meeting, joint meeting, closed session or study session.

2. Rules of Decorum for the Public

Members of the audience shall not engage in disorderly or boisterous conduct, including the utterance of loud, threatening or abusive language, clapping, whistling, and stamping of feet or other acts which disturb, disrupt, impede or otherwise render the orderly conduct of the City meeting infeasible. A member of the audience engaging in any such conduct shall, at the discretion of the presiding officer or a majority of the City Council, be subject to ejection from the meeting per Government Code Section 54954.3(c). Any person who violates these rules engages in such disruptive behavior may be guilty of a misdemeanor. This section does not prohibit any expressions, actions or behavior that are otherwise protected by the First Amendment.

3. Rules of Conduct and Safety

When the City Council is in session, all persons present must preserve safety and order. Members of the public should sit in the seats provided, subject to ADA compliance, unless addressing the Council or entering or leaving the Council Chambers. Members of the public shall not block the aisles or exits in any manner. Members of the public should not bring audible equipment into the Council Chambers, including cellular phones or pagers, without first either turning said equipment off or switching it to a silent mode.

4. Removal from the Council Chambers

Subject to provisions of Section 2 above, any person who commits the following acts in respect to a meeting of the City shall be removed from the Council Chambers per Government Code Section 54954.3(c).

- (a) Disorderly, contemptuous or insolent behavior toward the City or any member thereof, tending to interrupt the due and orderly course of said meeting; and,
- (b) A breach of the peace, boisterous conduct or violent disturbance, tending to interrupt the due and orderly course of said meeting; and,
- (c) Disobedience of any lawful order of the Mayor, which shall include an order to be seated or to refrain from addressing the City Council; and,
- (d) Any other unlawful interference with the due and orderly course of said meeting.

5. Cell Phones

In order to minimize interference to audio recording equipment during a City Council cell phones shall be turned off or at minimum placed on silent during all meetings.

6. Media Equipment - Broadcast, News, Photograph, Print, Published, Recording, Video

The use of media equipment that enables recording of an open and public meeting is permissible, absent a reasonable finding by the legislative body that the use of said equipment presents a persistent disruption (noise, illumination, obstruction of view or pathway) to the proceedings or to the other members of the audience.

In the event that use of media equipment is disruptive, the Presiding Officer may first seek to remedy the disturbance with the equipment operator, asking that the device, whether it is noise, illumination, obstruction of view or pathway, be silenced, turned off, moved or removed from the area in question.

If the equipment operator refuses to make such accommodations the Mayor, by a reasonable finding of the legislative body, may determine that such use is a persistent disruption and bar the use of said equipment, illumination device and/or restrict the equipment operator from setting up at a particular location within the Council Chambers/meeting location.

C. COURTESY

1. Council Members

Council Members shall accord the utmost courtesy to each other, City employees and the public appearing before the City Council, and shall

refrain at all times from rude and derogatory remarks, public criticism of staff, remarks as to integrity, abusive comments and statement as to motives and personalities.

Failure of Council Members to abide by the above can result in censure, removal from the meeting, as well as any other consequences that are deemed appropriate by a Majority of the Council.

2. City Employees

Employees of the City shall observe the same rules of order and decorum applicable to the City Council.

3. Public Speakers

Members of the public have the right to attend City Council meetings and to address the City Council on specific agenda items and under the Citizen's Comments section of the agenda. The right of members of the public to address the City Council includes their right to criticize the policies, procedures, programs, or services of the City, or of the acts or omissions of the City Council and members of the City Council.

While the City Council meeting is in session, all persons must preserve order and decorum. A person who addresses the City Council under a specific agenda item or under Citizen's Comments section of the agenda may not engage in speech or conduct which is likely to provoke others to violent or riotous behavior, which disturbs the peace of the meeting by loud and unreasonable noise, which is irrelevant or repetitive, or which disrupts, disturbs, or otherwise impedes the orderly conduct of any City Council meeting.

The Mayor or other presiding officer shall request that a person who is breaching the rules of decorum cease such conduct. If, after receiving such a warning, the person persists in breaching the rules of decorum, the Mayor or other presiding officer may order the person to leave the City Council meeting. If such person does not leave, the Mayor or presiding officer may request any law enforcement officer who is on duty at the meeting as sergeant-at-arms to remove the person from the Council Chambers. In the event there is no one from law enforcement present, the Mayor or presiding officer may direct the City Manager to contact law enforcement.

4. Appointed members of Boards, Commissions and Committees

Appointed members of Boards, Commissions and Committees of the City shall observe the same rules of order and decorum applicable to the City Council.

D. NOISE IN THE LOBBY

Noise emanating from the lobby outside the City Council Chambers which disrupts City Council meetings shall not be permitted.

E. CROWD CONTROL IN COUNCIL CHAMBERS

If the City Manager, or the City Manager's designee, anticipates in advance a crowd larger than the maximum number of attendees allowed in the City Council Chambers, he/she meet with the Mayor and discuss alternatives for accommodation of the potential number of people in excess of that allowable at the location.

F. SMOKING

It is unlawful for any person to smoke in the City Council Chambers.

G. FOOD & DRINK

No food or drinks, other than bottled water, may be brought in by the public into the audience seating area of the City Council Chambers.

H. DISTRIBUTION OF LITERATURE AND OTHER MATERIALS IN CITY COUNCIL CHAMBERS

No person, other than City staff, shall distribute flyers, leaflets, placards or other literature or circulate any petition within the City Council Chambers.

Flyers, leaflets, placards or literature may only be distributed to the Council by a member of the public under Citizen's Comments, or by a project applicant/appellant pertaining to City business as may be referenced on the agenda, by approaching the City Clerk and requesting such material be distributed on their behalf.

Such other literature may only be displayed or distributed outside the City Council Chambers area.

CHAPTER 4 PROCEDURAL RULES

A. RULES OF ORDER

The City Council shall determine its own rules of order and amend them from time to time, or adopt new rules as it deems necessary. Amendment to or adoption of new City Council procedures shall be accomplished by a majority vote.

B. RULES OF DISCUSSION

1. Withdrawal of Motion

A motion may not be withdrawn by the maker of the motion without the consent of the Council Member who seconded the motion.

2. Voting

The City Council, in the absence of an electronic voting device, votes by “voice vote” on all matters before it, unless a roll call vote is required by law or is requested by the Mayor. Silence shall be recorded as an affirmative vote, unless recusal is required by law, in which case silence shall be recorded as a recusal and the reason for such recusal must be publicly stated by the Council Member or if requested the City Attorney. The Presiding Officer shall announce the results of the vote. The City Clerk shall show on ordinances and resolutions, the names of Council Members and their respective votes.

3. Failure to Vote

Absent a disqualification under State law, including conflict of interest provisions and prohibitions on participating when personal bias would prohibit a fair decision, it is the responsibility of every Council Member to vote. Failure to vote that is not compelled by a legal disqualification shall constitute an affirmative vote. A Council Member who fails to vote shall nonetheless be counted toward making up a quorum, unless otherwise required by State law.

4. Abstaining from Vote for Reasons Other than an Identified Legal Disqualification

A Member of the City Council who abstains determines not to vote “yes” or “no”. A vote to “abstain” except for an identified legal disqualification shall be counted as an affirmative vote. A Council Member shall state a reason for abstaining prior to doing so; failure to do so will constitute the same action as silence or failure to vote. A Council Member who abstains from voting for other than an identified legal disqualification shall nonetheless be counted toward making up a quorum.

5. Abstention/Recuse: Conflict of Interest

Council Members shall disqualify themselves and abstain from voting if they have a financial conflict of interest or any other disqualification prescribed by law in a matter before the City Council. In such event, they may not participate in the discussion or the vote. Council Members shall state the specific reason for such disqualification. Unless the matter is on the consent calendar, the abstaining Council Member shall leave the Council dais and the Council Chambers until the conclusion of the agenda item. The matter will then proceed as though the member is not present, and the member shall not be counted toward making up a quorum. Further requirement on abstention and absence from the Chambers may be imposed by State law.

It should be noted; however, a Council Member may speak during public comment or as part of a public hearing process, on his/her own behalf – as opposed to on behalf of someone else or on behalf of, or in his/her role as a Council Member – on a matter that directly affects his/her financial interest even when conflicted out. Thus, while a Council Member would have to disqualify him/herself on a matter affecting a piece of property in which the Council Member has a financial interest, he/she could address the Council, speaking to what the impact would be to his/her property. Any Council Member who chooses to speak on item as an individual resident, that he/she are legally disqualified from participating as a Council Member, shall do so at their own risk and subject to any consequences from FPPC.

6. Tie Votes

When one Council Member is absent and a matter under discussion remains unresolved as the result of a tie vote on all motions made on such matter, the matter shall be automatically continued to the next Council meeting when it is reasonably known that all Council Members will be present, provided that this rule shall not apply to matters involving the appellate jurisdiction of the City Council or when the absence of a Council Member is due to a disqualification for a conflict of interest. The City Council exercises “appellate jurisdiction” when it considers matters in which a subordinate body such as the Planning Commission could, but for an appeal to the City Council, confer final approval. In these instances a tie vote constitutes a non-action, which is a denial of the appeal.

7. Motion for Reconsideration.

Upon final vote by the Council of any agenda item, a motion for reconsideration may be made but only during the Council meeting wherein the agenda item was approved. Any motion made after the close of the Council meeting is untimely. The motion for reconsideration is allowed by a member of Council that voted as part of the majority of the original motion. The motion may be seconded by any member of Council. If the

motion to reconsider passes, then a member of Council may make a new motion related to the same item.

C. COUNCIL DAIS

The City Council seating area, most commonly referred to as the Council Dais is restricted to Council and City Staff at all times. Loitering or the dissemination of materials are not permitted in the area directly in front of the City Council seating area, commonly referred to as the well. Written or photographic materials are to be handed to the City Clerk for dissemination to the Council, and made part of the record.

CHAPTER 5 ADMINISTRATIVE RULES

A. PURCHASE BY CONTRACT OR IN THE OPEN MARKET

When the expenditure required for the purchase of any supplies exceeds the sum established by a policy through a resolution adopted by the City Council, the Purchasing Agent shall advertise for sealed proposals in the manner hereinafter prescribed for proposals for public work and the contract shall be awarded by the Council to the lowest responsible bidder, provided that the Council may reject all bids and order the Purchasing Agent to buy in the open market at a price less than the lowest bid received from a responsible bidder, and provided that if no bids are received, the Council may order the Purchasing Agent to buy in the open market. Until the Council shall otherwise provide by Ordinance, the Finance Director shall act as Purchasing Agent.

B. PUBLIC WORKS TO BE DONE BY CONTRACT

All public buildings and work, when the expenditure therefor shall exceed the sum established by a policy through a resolution adopted by the City Council, shall be done by contract, and shall be let to the lowest responsible bidder, after advertising one (1) time in a daily newspaper of general circulation, for sealed proposals for the work contemplated. Provided, that the Council may reject any and all bids, if deemed excessive, and re-advertise for bids to provide for the work to be done by the Department of Public Works.

C. EXECUTION OF DOCUMENTS

1. Ordinances, Resolutions and Ceremonial Certificates

The Mayor as Presiding Officer or in his absence the Mayor Pro Tempore shall execute all Ordinances and Resolutions. Ceremonial Resolutions, Proclamations and Certificates will be, whenever possible, executed by the entire City Council.

2. Contracts for Supplies, Public Buildings and Work

All contracts for supplies, public buildings and work shall be approved as to form by the City Attorney, shall be signed by the Mayor or in his absence the Mayor Pro Tempore, and attested to by the City Clerk.

3. Agreements, Contracts, Addendums, Change Orders, Memorandums of Understanding for Administrative, Managerial or Professional Services or Programs That Only Require Administrative Approval

Pursuant to the City's Purchasing Policy all agreements, contracts, or memorandums of understanding for administrative, managerial or professional services or programs that are permitted to be administratively

approved, shall be approved as to form by the City Attorney, and shall be signed by the City Manager, or his/her designee, and attested to by the City Clerk.

4. Acting City Manager Designation

In that the City Manager is required or permitted to be away from the City from time to time, due to conferences, training, business trips, vacations, etc., the City Manager has the authority to use discretion in selecting and designating an Acting City Manager to carry out the ministerial duties for the duration of his/her absence as set forth in the Acting City Manager Designation Form. Such designee shall be an Employee of the City.

D. COUNCIL ADMINISTRATIVE SUPPORT

- 1. Mail** – All general mail is opened, date stamped and routed to the addressee.
- 2. Letters Addressed to Mayor and/or City Council Members** – All letters addressed to the Mayor and/or City Council Members requiring a response from staff are copied to the City Manager. If so directed by Council, a copy of the responses mailed, along with the original letters will be provided to each Council Member.

Letters addressed to the Mayor and/or City Council members that do not require a response, but provide information on Council agenda items or like matters will be copied to the full Council.

Mail pertaining to specific meetings where an individual Council Member is the appointed representative of the Council is opened, said mail will be distributed to that Council Member and not copied to the full Council.

- 3. Council Correspondence** – All Council Members correspondence written with City resources (letterhead, typing, staff report, postage, etc.) will reflect the position of the full Council, not individual Council Member's positions. All Council Member correspondence using City resources will be copied to the full Council. For example, responses to citizen letters will be copied to the full Council along with the original citizen correspondence.
- 4. Clerical Support** – The City Manager's Office will coordinate with the City Clerk the typing of correspondence requested by individual Council Members for communications reflecting the position of the full Council. All correspondence typed for Council Member will be on City letterhead and will reflect the position of the full Council, not individual Council Member and will be copied to the full Council.

5. **Council Notification of Significant Incidents** – In conjunction with the City public safety departments, the City Manager’s Office will report on significant incidents immediately once known.

E. RULES AND PROCEDURES ADMINISTRATION

1. **Review of City Council Rules and Procedures** – The Council will review and revise the Handbook of Rules and Procedures as needed.
2. **Adherence to Rules and Procedures** – During City Council discussions, deliberations and proceedings, the Mayor has been delegated the primary responsibility to ensure that the City Council, staff and members of the public adhere to the Council’s adopted protocol.
3. **City Attorney as Rules and Procedures Advisor** – At the behest of the full Council, the City Manager may be directed to confer with the City Attorney in interpreting the City Council’s adopted Rules and Procedures and proposed changes.
4. **Adherences to Administrative Procedure and Process of Rules and Procedures** – The Council has delegated the City Manager responsibility to discuss, on behalf of the full Council, any perceived or inappropriate administrative action with a Council Member. The City Manager will discuss with the Council Member the action and suggest a more appropriate process or procedure to follow. After this discussion, if further inappropriate action continues, the City Manager will report the concern to the full Council.
5. **Applicability of Rules and Procedures** – The City of Selma City Council Handbook of Rules and Procedures shall also apply to all Board, Commissions and/or Committees as established by the City Council.

F. CONFLICT WITH CITY MUNICIPAL CODE, CITY PROCUREMENT POLICIES, ADMINISTRATION POLICIES, STATE OR FEDERAL LAW

If there is any conflict contained hereinabove with the City Municipal Code, City Procurement Policies, Administration Policies, State or Federal Law, such laws shall prevail over the provisions contained within this Handbook.

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

June 19, 2023

ITEM NO: 15.

SUBJECT: Consideration of appointments to various City Commissions

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

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

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

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

Planning Commission: One term is expiring and the incumbent has reapplied. There is one vacancy and there are two applications on file with the City.

Recreation & Community Services Commission: Two terms are expiring, one incumbent has reapplied. There are also two vacancies to fill and two application is on file.

Personnel Commission: Two terms are expiring, and both incumbents have reapplied.

Pioneer Village: One term is expiring and the incumbent has reapplied. We have two vacancies to fill and there are no applications on file with the City.

Measure "S" Oversight Committee: Two terms are expiring and the incumbents have reapplied. There is one vacancy and one application on file.

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

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

_____/s/_____
Reyna Rivera, City Clerk

_____/s/_____
Fernando Santillan, City Manager

June 12, 2023
Date

June 12, 2023
Date

C I T Y O F S E L M A

1710 TUCKER STREET • SELMA, CALIFORNIA 93662

COMMISSION NAME	TERM EXPIRES	NEW APPLICATIONS ON FILE
<u>Planning Commission (4 year Terms)</u>		
Vacancy	6/30/2023	
Ramza Coury- Reapplied	6/30/2023	
Parveen Sandhu	6/30/2024	1. Louis Franco
Nidya Juarez	6/30/2024	2. Naripjeet Josan
Greg Garcia	6/30/2025	
Theresa Salas	6/30/2025	
Mandeep Singh	6/30/2026	
<u>Recreation & Community Services (2 year Terms)</u>		
Santiago Ocegueda- Reapplied	6/30/2023	1. Doug Kessler
Diego Haro	6/30/2023	2. Natalie Gonzalez
Vacant	6/30/2023	
Vacant	6/30/2024	
Yolanda Torrez	6/30/2024	
Ken Robison	6/30/2024	
Andrea Affrunti	No Expiration	
<u>Personnel Commission (4 year Terms)</u>		
Rosemary Alanis- Reapplied	6/30/2023	
Louis Franco- Reapplied	6/30/2023	
Danny Serimian	6/30/2025	
Theresa Salas	6/30/2025	
Greg Garcia	6/30/2025	
<u>Pioneer Village Commission (2 year Terms)</u>		
Char Tucker - Reapplied	6/30/2023	
Vacant	6/30/2023	
Vacant	6/30/2024	
Robert Allen	6/30/2024	
Jesse Crouch	6/30/2024	
Louis Franco	6/30/2024	
Mike Valverde	6/30/2024	
<u>Measure "S" Oversight Committee (3 year Terms)</u>		
Louis Franco	6/30/2024	
Charlotte Tucker	6/30/2024	1. Doug Kessler
Vacant	6/30/2024	
Michael Ridgway Reapplied	6/30/2023	
Jennifer Earle- Reapplied	6/30/2023	

Attachment B

**CITY OF SELMA
COMMISSION APPLICATION**

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

☒ Planning /Traffic-Streets

☐ Recreation &
Community Services

☐ Personnel

☐ Pioneer Village

☐ Measure "P" Oversight

☐ Measure "S" Oversight

NAME Ramza Coury

ADDRESS _____

CITY Selma STATE CA ZIP 93662

Home Telephone No. N/A Business Telephone No. _____

Cell Phone No. _____

mail Address: _____

Employed by: _____

Position: Real Estate Broker

I have been a registered voter in the City of Selma for 18 years.

I have been a resident of Selma for 18 years.

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

Please state your educational background:

A Bachelor degree in French Law.
State of California Real Estate Broker License.

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

City of Selma planning Commission - Chair
City of Selma Chamber of Commerce - Board member
Selma Rotary - member, CVLLC - member.
Selma Women Club - member,
St Anthony of Padua School Board - Board member
Pineridge property owners Association - Vice president

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

City of Selma planning Commission - Chair

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

As a real estate broker in the City of Selma, I understand the needs of the city and its residents when it comes to planning, annexation, subdividing and zoning.

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

My only goal is to help and to give back
to my community.

References:

Rev Cho - CV LLC
Harold Phillips - Selma Rotary
Lupe Macias - City of Selma

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Signed _____ Date 05/31/2023

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

CITY OF SELMA

SUPPLEMENTAL QUESTIONS
FOR PLANNING COMMISSION CANDIDATES

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

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

As a real estate broker, I understand the city needs when it comes to planning, zoning and permitting. I work with builders and developers as well as with sellers and first time home buyers. I also work with businesses and help in commercial real estate. This helps me have a better understanding and a good perspective on how to help our city grow.

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

Being able to listen to all sides and to remain objective is an important quality in my opinion. It is also important to be knowledgeable, well informed and educated before making decisions. Doing my due diligence and my homework and coming to the meeting prepared is important too. Lastly, being punctual and attending most meetings is a must.

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

I believe the most important function is to help the city grow while respecting the code, the law and the zoning requirements along with the needs of the citizens.

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

The most significant general plan goal is to provide guidelines for future development and growth of the city to help meet the needs of growing population while keeping our city a nice place for many to call home.

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

I believe that meeting the high density requirements and the need for housing is the most difficult to implement considering all the challenges that we have to overcome in order to achieve our goals.

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

Traffic, roads and growth are significant issues facing the city of Selma. With growth comes traffic issues and many areas in our city aren't equipped to handle the amount of traffic and all the circulation issues.

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

I would like to see the City grow the right way. I believe that it would be helpful to hire a master planner to give input regarding our general plan, meet with the planning department and the commissioners to give helpful tips regarding some of the issues we are facing and some suggestions so we can keep moving the city forward the right way.

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

The Planning Commission and the City Council should work together and collaborate to help our city grow the best way possible.

Submitted by: _____

_____ Date: 05/31/2023

**CITY OF SELMA
COMMISSION APPLICATION**

RECEIVED

MAY 1 2023

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

City of Selma

☒ Planning /Traffic-Streets

☒ Personnel

☐ Recreation &
Community Services

☒ Pioneer Village

☐ Measure "P" Oversight

☒ Measure "S" Oversight

NAME Louis Franco

ADDRESS _____

CITY Selma STATE CA ZIP _____

Home Telephone No. _____ Business Telephone No. _____

Cell Phone No. _____ Email Address: louisfranco4Selma@gmail.com

Employed by: _____ Position: Electronic Tech.

I have been a registered voter in the City of Selma for 38 years.

I have been a resident of Selma for 45 years.

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

Please state your educational background:

A.S Degree

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

Selma Rotary

Selma Public Education Foundation

Selma Business Alliance

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

Selma Pioneer Village Commission

Selma Measure "S" Oversight

Selma Personnel Commission

Selma Unified School Measure "O" Oversight Committee

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

As an active member of the community, I believe that I have a understanding of the duties and requirements needed to serve on each of the commissions.

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

My goal is to serve my community

References:

Bob Allen

Pete Esraelian

Nick Sahota

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Signed

Date

4-29-2023

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

CITY OF SELMA

SUPPLEMENTAL QUESTIONS
FOR PLANNING COMMISSION CANDIDATES

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

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

Having served on City Council, I have an understanding of importance of balanced growth in our City. I am active member of the Chamber, Selma Business Alliance and Rotary.

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

Understanding the development goals that have been set by the City Manager and Council as well as a thorough understanding of the adopted general plan

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

Vetting projects that adhere and ensuring that the plans brought before the commission meet the city's general plan.

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

Land use element and growth management.

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

Implementation for the state's housing element.

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

The most significant issues facing the city will be meeting the state's housing mandate and ensuring there is adequate infrastructure capacity to support residential and commercial growth.

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

While the current process appears (checks and balances) to be aquite, the time in which
development projects are approved to be lengthy.

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

Then commission should understand the development goals set by the
Council as well as the adopted general plan but should act as the a
separate commission as they are first to body to review and approve
developement projects.

Submitted by: C.

Date: 4-29-2023

RCV 1
5/15/23

**CITY OF SELMA
COMMISSION APPLICATION**

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

☒ Planning /Traffic-Streets

Personnel

Recreation &
Community Services

☐ Pioneer Village

☐ Measure "P" Oversight

☐ Measure "S" Oversight

NAME **NARIPJEET S. JOSAN (Narip)**

ADDRESS _____
SELMA **CA** **93662**
CITY _____ STATE _____ ZIP _____

Home Telephone No. (559) _____ Business Telephone No. _____
(559)

Cell Phone No. _____ Email Address: _____

Employed by: _____ Position: **OWNER/GENERAL**
MANAGER
20

I have been a registered voter in the City of Selma for _____ years.
20

I have been a resident of Selma for _____ years.

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

Please state your educational background:

MASTERS DEGREE IN BUSINESS MANAGEMENT AND HEALTH CARE MANAGEMENT

FROM American Intercontinental University, Jan 2008 - April -2009

BACHELOR DEGREE in Business Administration, American Intercontinental University- Nov 2006 - Dec 2007

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

SCHOOL SITE COUNCIL ROOSEVELT SCHOOL - Vice President - AUG 2019 TO AUG 2021

SCHOOL SITE COUNCIL ROOSEVELT SCHOOL - PRESIDENT -- AUG - 2022 TO PRESENT

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

N/A

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

I don't believe have beliefs or personal opinio however I can provide you with some information about commission.

Commission / committee are typically established by governments to investigate issues,

develop policies or make recommendation.

By doing all these things I believe my eduaction will help me guide me to solve many problems.

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

Serving on the Commission/Committee is a responsibility that typically undertaken by human individuals who have a

specific interest interest in working Commission/Committee can vary widely and may include a desire to make

a positive impact on society, s commitment to public services, a passion for a particular issue or field or a

desire to gain experience and develop new skills.

References:

Harpreet Josan - wife -

Baldev Josan - Father -

Romi Josan - Cousin -

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Signed _____

Date _____

5/15/2023

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

CITY OF SELMA

SUPPLEMENTAL QUESTIONS **FOR PLANNING COMMISSION CANDIDATES**

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

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

1. Knowledge of local zoning regulations, land use policies and planning procedures.

2. Strong analytical and critical thinking skills, which are essential for evaluating development

3. Effective communication skills, such as ability to convey complex to the management

4. Give the project management and the ability to effectively manage timelines, budgets,

and resoures.

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

The qualifications for being a planning commissioner can vary depending on the jurisdiction

and the specific set by local government

1. Knowledge the planning and land use policies. Planning commissioners are expected to have

a thorough understanding a planning and land use policies, regulations, and procedures.

2. Strong analytical and critical thinking skills, Planning commissioners need to be able

to evaluate complex development proposals and assess the impact on the community

3. Commitment to public service, serving on a planning in a significant responsibility.

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

The most important function of the planning comission is to promote and guide the

development of the community in a sustainable and equitable manner. This includes

reviewing and making recommendations on land use policies, zoning regulation, and

development proposals to ensure that they align with the community's long-term goals.

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

The most significant goals and policies of a general plan can vary depending on the specific

needs and priorities of the community. 1. Land Use policies are among the most important in a general

plan. 2. Housing policies are another important aspect of a general plan, particularly in

communities that are facing affordability and availability challenges. 3. Transportation policies are

important in promoting sustainable development and reducing reliance on cars.

4. Economic development policies are important in a strong and diverse local economy

5. Environmental protection is important in preserving natural resources and sustainable development.

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

Implementing any aspect of a general plan can be challenging, as it often requires coordination and

collaboration between elected officials, community groups, developers, and residents.

1. Housing policies can be challenging, particularly in communities where there is limited

available land. 2. Transportation policies can be challenging as it often requires significant infrastructure

investments and changes to land use patterns. 3. Economic development policies can be

challenging particularly in communities that are struggling economically where there is

limited demand for new business.

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

Over the next five years the city of Selma will face the most significant planning issues are

Housing and Transportation. The City needs to expand on Land use for its housing

development and new business. Transportation is another important issue that the city of Selma

faces everyday and will face for many more years.

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

There are several parts of the local planning process that could potentially see changes,

1. Community Engagement are looking for ways to improve their community engagement processes, in order to ensure that residents have a meaningful voice in the planning process. 2. Zoning regulations often play a significant role in determining the types of development that are allowed in different areas. 3. Environmental review planning processes require environmental review to assess the potential impacts of proposed development on the natural environment.

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

The relationship between the planning commission and the city council is an important one, as both bodies play critical roles in the local planning process.

1. Separation of power,

the planning commission and the city council are separate and distinct bodies, with

different roles and responsibilities. 2. Collaboration, while the roles differ they still work

collaboratively to ensure that the planning process is effective and efficient.

3. Transparency the planning process should be transparent and accessible to all the members

of the public. 4. Professionalism, the both parties should conduct themselves in a professional and respectful manner.

Submitted by: _____ Date: 5/15/2023

**City of Selma
Incumbent Commissioner
Interest Form**

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

- ☐ Planning ☐ Pioneer Village ☐ Measure "S" Oversight
☒ Recreation & Community Services ☐ Personnel ☐ Measure "P" Oversight

NAME SANTIAGO OCEGUERA

ADDRESS _____

CITY SELMA CA EMAIL ADDRESS _____

Home Telephone No. _____ Cell Phone No. _____ Business No. _____

Employed by: Retired Position: _____

If need be may we call you at work? ☐ Yes ☐ No

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

Love Helping The Community And providing a
better way of life thru Recreation

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Signed _____ Date 6/12/23

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

**CITY OF SELMA
COMMISSION APPLICATION**

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

☐ Planning /Traffic-Streets

☒ Recreation &
Community Services

☐ Personnel

☐ Pioneer Village

☐ Measure "P" Oversight

☐ Measure "S" Oversight

NAME Natalie B. Gonzalez

ADDRESS _____

CITY Selma STATE CA ZIP 93662

Home Telephone No. _____ Business Telephone No. _____

Cell Phone No. _____ Email Address: _____

Employed by: Screen Engine/ASI (former) Position: Research Analyst

I have been a registered voter in the City of Selma for 5 years.

I have been a resident of Selma for 20 years. (My entire life with the exception of the years I went away to college)

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

Please state your educational background:

2018 - Graduated with a B.S. in Psychology from St. Mary's College of California

2022 - Graduated with a M.S. in Applied Psychology (Organizational/Consumer Psych.)

from the University of Southern California

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

None

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

None

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

Although I do not yet have experience holding offices or being on any commissions, that is why I am here. I am an eager young professional who grew up in the Central Valley and recently returned as I have finished up school. Most recently I was a Research Analyst in the entertainment industry, previously I worked for Selma Unified School District as an Instructional Assistant for Speech Pathologists, and before that I was the Community Engagement Coordinator for a national non-profit, Jumpstart for Young Children. Working with Jumpstart really taught me how to cultivate relationships between the community and entities like the city, nonprofits, and any stake holders. I am confident my professional and educational skills and experience can aid making the best possible decisions for the community. Outside of work, I am committed to giving back to the community that raised me and hope to enhance the quality of of life so that others can experience all I did growing up here. I am excited to start doing so here with the Recreation and Community Services Commission.

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

One of my goals by being on this commission is to aid in creating equity and access to the different recreational and community opportunities. Growing up I was lucky enough to attend community events, play at local parks, and join in Selma youth sports leagues. My primary goal is to extend that reach as member of the commission who wants to see Selma grow and cultivate a diverse and welcoming community. Along with these goals, I am interested in Community Development and Economic Development and would like to gain exposure in those areas and feel this is a great starting point.

References:

Melissa Davis, Speech Language Pathologist for Selma Unified School District -

Cindy Tovar-Adams, Director of Programs, Jumpstart for Young Children -

Katie Ruben, Research Director, Screen Engine/ASI -

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Signed _____ Date 2.28.2023

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

CITY OF SELMA
COMMISSION APPLICATION

RECEIVED
MAY 8 2023
City of Selma *W*

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

- ☐ Planning /Traffic-Streets ☒ Recreation & Community Services ☐ Personnel
☐ Pioneer Village ☐ Measure "P" Oversight ☒ Measure "S" Oversight

NAME Doug Kessler

ADDRESS _____

CITY Selma STATE ca ZIP 93662

Home Telephone No. _____ Business Telephone No. _____

Cell Phone No. _____ mail Address: _____

Employed by: _____ Position: exec dir

I have been a registered voter in the City of Selma for 24 years.

I have been a resident of Selma for 24 years.

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

Please state your educational background:

Grand Rapids Mi Creston H.S. Grand Rapids jR college

Michigan state university Hartnell college AA degree

San Jose State University

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

Tulare kings officials assoc pres and board member

mid valley officials assoc president

Si Se Puede FKKT

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

personnel 90-92

traffic streets92-94

community 96-2014

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

As a sports officials for over 40 years I know the need

of youth and adult recreationn. As public sector union representative i know bugets and need for oversight.

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

When I previously served on community service I devopled and run the selma hall of Fame dinner. I would like to bring it back.

Also finish fixing of the bathrooms at the parks.

References:

Dennis Lujan

Luis Franco

Sara Bonilla

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

Signed



Date

5/2/23

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

**City of Selma
Incumbent Commissioner
Interest Form**

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

- ☐ Planning ☐ Pioneer Village ☐ Measure "S" Oversight
☐ Recreation & Community Services ☒ Personnel ☐ Measure "P" Oversight

NAME Rosemary Alanis

ADDRESS _____

CITY Selma EMAIL ADDRESS _____

Home Telephone No. — Cell Phone No. — Business No. —

Employed by: _____ Position: Corp. Secretary

If need be may we call you at work? ☒ Yes ☐ No

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

Serving my Community

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

Signed _____ Date 6/6/2023

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

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

☐ Planning

☒ Pioneer Village

☐ Measure "S" Oversight

☐ Recreation & Community Services

☐ Personnel

☐ Measure "P" Oversight

NAME Char Tucker

ADDRESS _____

CITY Selma

EMAIL ADDRESS _____

Home Telephone No. N/A

Cell Phone No. (504)

Business No. _____

Employed by: _____

Position: Real Estate Agent

If need be may we call you at work?



Yes



No

What has been the best part of your service on this commission? Helping to find ways to improve P.V. as well as showcasing this beautiful park.

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

Signed _____

Date _____

6.12.23

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

**City of Selma
Incumbent Commissioner
Interest Form**

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

- ☐ Planning ☐ Pioneer Village ☒ Measure "S" Oversight
☐ Personnel ☐ Recreation & Community Services

NAME

Michael Ridgway

ADDRESS

ST

CITY

Selma

EMAIL ADDRESS

mridgway@selma.gov

Home Telephone No.

Cell Phone No.

Business No.

Employed by:

Self

Position:

Owner

If need be may we call you at work?

Yes



No



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

To help the City of Selma by volunteering to be on this committee.

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

Signed

Date

6-14-2023

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

**City of Selma
Incumbent Commissioner
Interest Form**

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

☐ Planning ☐ Pioneer Village ☒ Measure "S" Oversight
☐ Personnel ☐ Recreation & Community Services

NAME

Jennifer Earle

ADDRESS

CITY

Selma

EMAIL ADDRESS

Home Telephone No.

Cell Phone No.

Business No.

Employed by:

Retired

Position:

If need be may we call you at work?

Yes ☒

No ☐

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

I enjoy being on the Measure "S"
oversight committee, but if there is
someone else who wants the
position I will be glad to step
off.

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

Signed

Date

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

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

June 19, 2023

ITEM NO: 16

SUBJECT: Discussion regarding Appointments of Panelists for Integrated Waste Management Services selection committee

BACKGROUND: City Council gave direction to City staff to issue a Request for Proposals (RFP) for Integrated Waste Management Services. The RFP was released on Monday, May 8, 2023 with a deadline for submittal of proposals on June 30, 2023 at 4:00pm.

DISCUSSION: Staff is asking Council to appoint (5) representatives and (2) at-large members to serve on a selection committee for Integrated Waste Management Services with the following timeline of events:

Selection Committee Orientation with Consultant/Staff	June 28, 2023	Time: TBD
Selection Committee Receives Proposals for Review	July 5, 2023	Time: TBD
Proposer Interviews with Selection Committee		TBD

FISCAL IMPACT: There is no fiscal impact as a result of this action. After the RFP process is complete, City staff will make a recommendation to the City Council with regard to the award of a new franchise agreement.

RECOMMENDATION: Appoint (5) representatives and (2) at-large members for selection committee.

_____/s/_____
Fernando Santillan
City Manager

June 13, 2023
Date