

Agenda Item A.
MINUTES
SELMA CITY COUNCIL
SPECIAL MEETING
May 20, 2024

Selma City Council Chambers
1710 Tucker Street
Selma, CA 93662

The special meeting of the Selma City Council was called to order at 5:45 p.m. in the Council Chambers. Council members answering roll call were: Guerra, Trujillo, Mayor Pro Tem Cho, and Mayor Robertson. Council member Mendoza-Navarro arrived at 4:42 p.m.

CLOSED SESSION: Mayor Robertson voiced his concerns on the noticed closed session item. City Attorney Crouch advised that the item is related to labor claims alleged against the City by Fernando Santillan and is appropriately noticed. The meeting was recessed into Closed Session at 5:48 p.m. to discuss the following:

Conference With Legal Counsel – Anticipated Litigation, Significant exposure to litigation pursuant to Government Code Section 54956.9(b): 1 case. City Attorney Crouch advised that the item is related to labor claims alleged against the City by Fernando Santillan.

Mayor Robertson reconvened the meeting from closed session at 6:04 p.m. City Attorney Crouch reported that as a result of the Closed Session, a motion was made and carried to approve a Settlement Agreement between Fernando Santillan and the City of Selma. The material terms of the agreement include a payment of \$350,000, a five-year contract extension, an apology to be read by the Council at a future meeting, and the release of the Hansen Bridget investigation report as a public record. The motion carried with the following vote:

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

ADJOURNMENT: There being no further business, the meeting was adjourned at 6:05 p.m.

Respectfully submitted,
Reyna Rivera, City Clerk

Agenda Item A
MINUTES
SELMA CITY COUNCIL
REGULAR MEETING
May 20, 2024

Selma City Council Chambers
1710 Tucker Street
Selma, CA 93662

The regular meeting of the Selma City Council was called to order at 6:09 p.m. in the Council Chambers.

Council members answering roll call were: Guerra, Mendoza-Navarro, Trujillo, Mayor Pro Tem Cho, and Mayor Robertson.

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

ORAL COMMUNICATIONS: Ms. Theresa Salas, Mr. Santiago Ocegüera, Mr. Bryan Ceballos, Mr. Jim Avalos, and Ms. Stella Ramirez, all provided public comments.

NATIONAL PUBLIC WORKS WEEK PROCLAMATION: Mayor Robertson Proclaimed the week of May 19-25, 2024 as the National Public Works Week. He then presented a proclamation to Public Works Director Honn.

CONSENT CALENDAR: Council member Guerra requested to pull Agenda Item A for separate discussion. Mayor Robertson requested to pull Agenda Item F for separate discussion. A motion to approve the remainder of the Consent Calendar as written was made by Council member Trujillo. The motion was seconded by Mayor Pro Tem Cho and carried unanimously.

A. Pulled CONSIDERATION OF A RESOLUTION DIRECTING THE CITY ENGINEER TO INITIATE AND PREPARE THE FISCAL YEAR 2024-25 ENGINEER'S REPORT, AND A RESOLUTION DECLARING INTENTION TO LEVY AND COLLECT THE ANNUAL ASSESSMENT FOR SERVICES RENDERED FOR LANDSCAPING LIGHTING AND MAINTENANCE DISTRICT NO. 1, AND PROVIDING NOTICE OF PUBLIC HEARING ON THE PROPOSED ASSESSMENTS

Council member Guerra pulled the item for separate discussion and raised concerns about increases in the Landscaping and Lighting Maintenance District (LLMD) assessments, inquiring if the matter could be tabled and if the notification letters had already been sent, and if the assessment could be considered over one to three years. City Engineer Horn explained that the action was required by state law and mentioned that the Council could review the report, calculations, and assessments, which referenced the maximum amount. He added that deciding the exact level of assessment would be a policy decision, and if costs did not reach the maximum level, further discussions would occur. Council member Guerra inquired about

the timing of the public hearing, to which Horn responded that it was scheduled for July 1, 2024. A motion was made to approve RESOLUTION NO. 2024-54R DIRECTING THE CITY ENGINEER TO INITIATE AND PREPARE THE FISCAL YEAR 2024-25 ENGINEER'S REPORT, AND RESOLUTION NO. 2024-55R DECLARING INTENTION TO LEVY AND COLLECT THE ANNUAL ASSESSMENT FOR SERVICES RENDERED FOR LANDSCAPING LIGHTING AND MAINTENANCE DISTRICT NO. 1, AND PROVIDING NOTICE OF PUBLIC HEARING ON THE PROPOSED ASSESSMENTS was made by Council member Mendoza-Navarro. The motion was seconded by Mayor Pro Tem Cho and carried with the following vote:

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

B. 2024-56R CONSIDERATION OF A RESOLUTION AWARDING CONTRACT TO D&G FENCE COMPANY, INC. FOR THE BRENTLINGER PARK FENCE REPLACEMENT PROJECT

C. 2024-57R CONSIDERATION OF A RESOLUTION APPROVING THE PROJECT LIST FOR SENATE BILL 1 (SB 1) FUNDING FOR FY 2024-2025

D. 2024-58R CONSIDERATION OF A RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A NEW AGREEMENT TO EXTEND A LEASE WITH CAL WATER FOR THE USE OF THE WELL PROPERTY AT 2831 W. FRONT STREET AND SELMA TOWER AT 1710 TUCKER STREET FOR UP TO 10 YEARS

E. 2024-59R CONSIDERATION OF RETIREMENT AND ADOPTION AGREEMENT FOR K-9 ONYX

F. Pulled CHECK REGISTER DATED MAY 15, 2024

Mayor Robertson pulled this item for discussion, asking about the payment for the rental of the vector truck, which Public Works Director Honn and City Manager Santillan clarified. He also questioned the payment to Barboza Auto Glass and whether the city's insurance would cover windshield replacements without a deductible. Public Works Director Honn explained that the vendor replaced the windshields completely. Mayor Robertson then made a motion, seconded by Council Member Guerra, to approve the check register dated May 15, 2024. The motion carried unanimously.

REVIEW OF DRAFT 2024-2025 CITY OF SELMA FISCAL YEAR BUDGET

City Manager Santillan commenced with a Power Point presentation, prefacing that the document was still in its draft phase and would undergo significant changes in terms of cover page design and formatting. He explained that the city was still acclimating to its new online budgeting system, OpenGov, which, while efficient, was new in terms of presentation and document export. He assured Council that the final document would look substantially different from the current draft. He elaborated that while the general fund budget presented was nearly final, some smaller funds such as internal service funds, special revenue funds (like grants), and enterprise funds might still require minor adjustments. He clarified that these adjustments would not negatively impact the general fund and could potentially have a positive effect. Overall, the budget was about 90-95% complete, excluding certain special funds. He proceeded to discuss the mission statement and values, highlighting their commitment to building Selma into a place of prosperity, unity, and strength. The leadership team and staff, he explained, adhered to daily values of being honorable, taking ownership, and maintaining a relentlessly optimistic outlook. These values were aligned with Council's priorities, which included public safety, infrastructure development, downtown revitalization, community engagement, customer service, staffing, and parks and facilities. City Manager Santillan noted that during the Council Budget Workshop in early April, there had been a clear directive to include funding in the proposed budget for several key initiatives. These included a homelessness and unhoused population initiative budgeted at \$60,000, funding for downtown speakers and trees carried over from a previous fiscal year, establishment of a Downtown Storefront Improvement Grant Program to be managed by the Business Improvement District Advisory Committee, and funding for downtown lighting improvements. He detailed the finalized general fund revenue and expenditure projections in the draft proposal, highlighting a total budget of \$19,140,862. This represented a reduction of approximately \$3 million compared to the previous year's adopted budget of \$22,183,055, mainly due to lower anticipated sales tax revenues and the absence of one-time ARPA funds from the federal government due to the COVID-19 pandemic. He discussed that these funds had been allocated in the past to various projects such as infrastructure improvements and adjustments to personnel salaries. For the upcoming fiscal year, the city planned to maintain a total of 169 full-time staff and 30 part-time staff, consistent with the current fiscal year. City Manager Santillan discussed the projected general fund revenues for 2024-2025, highlighting that intergovernmental revenue constituted nearly half of the general fund revenues, with almost all of that coming from sales and use taxes, totaling approximately \$9 million; property taxes and vehicle in-lieu fees contributed approximately \$5 million. Other revenue sources included franchise fees, grants, charges for services, licenses, permits, and transit occupancy taxes. Proposed expenditures were categorized into salaries, benefits, and operating costs, resulting in a total proposed general fund budget of \$19.14 million, representing a three percent decrease in expenditures. Public safety continued to be the largest expenditure in the general fund, accounting for \$8.7 million. The remaining \$12 million was distributed among administration, community development, public works, and community services. Additional allocations included \$1.3 million for debt service and approximately \$200,000 for capital expenditures, with personnel costs constituting the largest component at about \$12 million. City Manager Santillan clarified that personnel costs were primarily borne by the general fund, with some contributions from enterprise funds like the ambulance fund and special

revenue funds such as Measure S and internal service funds. City Manager Santillan outlined specific departmental budgets, starting with the Police Department, which included allocations of \$2.3 million for police support, \$4.2 million for police operations, and \$412,000 for police administration. Key expenditures in this department included upgrades to communication systems and the designation of officers for Problem-Oriented Policing (POP) to address specific community issues. For the Fire Department, detailed funding allocations for fire administration, fire operations, fire prevention, and emergency medical services (EMS). Notable initiatives included a strategic plan, community risk assessment, and investments in equipment, which included a command vehicle and office furniture. The proposed budget also included funding for software to enhance dispatch services and the replacement of fire protective equipment. The Community Development Department highlighted investments in GIS implementation, the General Plan update, and building inspection services. In Economic Development, funding was proposed for continued agreements with the Chamber of Commerce and the Downtown Strategic Plan. He concluded the presentation with an overview of other departments including Public Works, City Clerk, Community Services, and Cultural Arts Center, discussing budget allocations and key initiatives. City Manager Santillan discussed the importance of maintaining balanced budgets and managing labor costs while making strategic investments in infrastructure to support Selma's future growth. Public comment was received from Mr. Santiago Ocegüera, Ms. Rosemary Alanis, Ms. Theresa Salas, and Mr. Jim Avalos. In response to Council member inquiries, City Manager Santillan provided clarification and reassurance regarding the proposed 2024-2025 fiscal year budget. He assured Council that city policies would be reviewed to ensure transparency and ethical standards on grant funding. Regarding downtown improvements, he emphasized that both lighting and speakers were integral to the Downtown Strategic Plan for revitalizing downtown Selma, and he outlined the timeline for these enhancements to be completed by mid-2025. City Manager Santillan also addressed revenue projections inquiries, explaining the adjustments made to accommodate lower sales tax revenues and higher property taxes. He outlined plans to expand the homelessness programs and initiatives in the upcoming fiscal year. Additionally, he reiterated the city's commitment to enhancing community engagement and public safety measures as outlined in the budget.

RECESS: At 7:52 p.m. the meeting was recessed for a short break. Mayor Robertson reconvened the meeting at 7:57 p.m.

DISCUSSION OF DEVELOPMENT RELATED FEES WITH REGIONAL COMPARISON

Deputy City Manager Keene presented a Power Point presentation on the regional comparison of development-related fees. He advised that at the March 18, 2024 City Council meeting, there was a discussion regarding development fees prompted by concerns over fees associated with the Casa de Villa apartment project raised by Nick Sahota of Central Valley Engineering and Surveying. City staff reviewed and found that Selma's Building Permit fees were below the regional average, while Development Impact Fees were about 14.2% higher than the average of reviewed agencies, covering infrastructure needs like sewer, storm drain, streets, and more. He further discussed that staff is reviewing the Development Impact Fees

to balance growth and infrastructure costs, offering developers options like credits for infrastructure improvements or Development Agreements for payment structures. City Manager Santillan explained that the fees were gathered based on an apples-to-apples comparison with other cities, and Selma ranked in the middle due to various factors, including density and the impact of other fees such as the Fresno Flood Control District fees. Public comment was received from Ms. Rosemary Alanis, Mr. Joe Hernandez, and Mr. Nick Sahota. During the Council discussion, several questions were raised regarding development fees and city policies. Deputy City Manager Keene mentioned that staff had offered to review the fee structure for developers, acknowledging concerns raised about potential impacts on business and economic development. City Manager Santillan explained that the fees are applied on a project-by-project basis, considering factors like Quimby Act requirements versus the general plan. He emphasized the city's ongoing evaluation of park adequacy and proximity to developments. Council member Trujillo underscored the importance of maintaining high standards in infrastructure and parks, cautioning that reducing fees could compromise these standards and risk public dissatisfaction. Mayor Robertson acknowledged the challenges in balancing business interests with the need for park land and infrastructure improvements, noting the city's longstanding deficit in new parks since 1989. The discussion highlighted ongoing efforts to attract business while maintaining community standards and services. No Council action was taken as this item was informational only.

COMMUNITY SERVICES DEPARTMENT PRESENTATION

Recreation Supervisor Liz Martinez provided an update on Parks Department activities, highlighting successful community events such as Pumpkin Palooza, Grinchmas, Spring Extravaganza, and Earth Day celebrations, all funded by the general fund. Upcoming summer events include Movies in the Park, a block party event with the Marie Wilson Band, and the July 3rd celebration, aimed at attracting larger crowds. Recreation Supervisor Martinez also reported on recreational activities, noting the success of the T-Ball program with 12 teams and 118 players, and future plans that include opening NFL flag football registration, starting pick-up sports in local parks, and expanding programs at the Salazar Center after its revitalization. She provided information on senior services, highlighting operations at Pioneer Village, which included serving 3,400 meals, hosting Zumba classes with Valley Fitness, and organizing dances, bingo days, and game days. She also mentioned upcoming trips and the construction work at the Nick Medina Senior Center. The Parks Master Plan was also discussed, with community input invited through a workshop scheduled for June 20th. Recreation Supervisor Nicolette Andersen then presented on the Arts Center, detailing statistics from the past year, including over 9,000 visitors to the downtown area and 70% youth engagement in activities. The Youth Arts program highlighted successful productions, with upcoming events planned. The Teen Program reported significant growth, with over 38 participants in "Mean Girls" and a recent trip to see "The Lion King" in San Francisco. Various events were mentioned, including productions focusing on mental health and cultural celebrations for Black History Month. Recreation Supervisor Andersen discussed future shows as well as community events like an arts gallery and open comedy night and discussed that the department continues to foster community engagement and provide a safe space for all through diverse arts and cultural programming, demonstrating a

commitment to enhancing recreational opportunities for all residents. No Council action was taken as this item was informational only.

CONSIDERATION OF PLANNING APPLICATION 2021-0012, A GENERAL PLAN AMENDMENT, REZONE, SITE PLAN REVIEW, AND TENTATIVE PARCEL MAP TO ALLOW FOR THE DEVELOPMENT OF 144 APARTMENT UNIT COMPLEX WITH ASSOCIATED COMMERCIAL DEVELOPMENT AND A 0.95 ACRE PARK APN 388-030-26

Deputy City Manager Jerome Keene provided a Power Point presentation detailing an application for a General Plan Amendment, Rezone, Site Plan Review, and Tentative Parcel Map to allow the construction of a 144-unit multi-family apartment complex, commercial development, and a 0.95-acre park. The proposal includes creating three separate parcels: a 0.95-acre park, a 10.57-acre apartment complex, and a 3.79-acre commercial development. The application seeks to amend the General Plan from Medium Low Density to High Density and Regional Commercial, with corresponding rezoning to R-3, C-3, and Open Space. The apartment complex will be built in two phases, offering a mix of market-rate units and including plans for significant infrastructure improvements and traffic mitigation measures. During the Council discussion, members inquired about the 0.95-acre park and the number of apartments, noting that 144 units seemed excessive for Ringo Park and doubting the feasibility of accommodating more families there. Deputy City Manager Keene explained the requirement for open space and the park facility, noting that accepting a 1-acre park would necessitate shifting resources and might result in duplicative facilities given the existing park and dog park in close proximity. Council member Trujillo discussed the cost implications of building a new park at prevailing wage. City Manager Santillan added that Thompson Park would also need to be considered, as it would be in close proximity. Mayor Robertson inquired about the timelines for Thompson Park and the apartment complex. Deputy City Manager Keene deferred to the developer, Jay Singh, who indicated that the first phase of 72 apartments would be completed by 2025, with the second phase of 72 apartments finishing by the end of 2026. He also emphasized that the complex would include substantial park space and be managed by a professional company. Mayor Robertson opened the public hearing at 9:24 p.m., with comments received from Ms. Rosemary Alanis, Mr. Joe Hernandez, Ms. Theresa Salas, and developer Jay Singh. Mr. Singh reiterated that the development is privately owned and would include minimal impact due to a gate leading to Fig Street. He clarified that the proposed open space was not a traditional park. There being no further comments, Mayor Robertson closed the public hearing at 9:38 p.m. Council member Mendoza-Navarro discussed that with her property management experience she emphasized the importance of avoiding population concentration by offering market-rate units, which ensure diverse residency. She commended the project for combining residential and commercial spaces, addressing housing scarcity, and contributing to the local school district. Additionally, she noted that on-site property management would help manage any illegal occupancy issues. Council member Guerra acknowledged the clarification, and Mayor Robertson confirmed that the developer Singh was committed to long-term ownership, contrasting it with past projects marketed as market-level apartments but later changed. A motion was made by Council member Trujillo and seconded by Council member Mendoza-Navarro to approve RESOLUTION NO. 2024-60R APPROVING FINDINGS OF FACT FOR APPROVAL

OF: A GENERAL PLAN AMENDMENT FROM MEDIUM LOW DENSITY (MLD) TO HIGH DENSITY (HD) (PARCELS 1 AND 2) AND REGIONAL COMMERCIAL (CR) (PARCEL 3); AND REZONE OF THE EXISTING ZONE DISTRICT FROM R-1-7 TO R-3 (PARCEL 1 AND PARCEL 2) AND C-3 (PARCEL 3); AND, TENTATIVE PARCEL MAP TO CREATE THREE PARCELS WITH PARCEL 1 BEING APPROXIMATELY 0.95 ACRES, PARCEL 2 BEING APPROXIMATELY 10.57 ACRES AND PARCEL 3 BEING APPROXIMATELY 3.79 ACRES (FUTURE COMMERCIAL DEVELOPMENT); AND, SITE PLAN REVIEW PROPOSES A 144-UNIT MULTI-FAMILY APARTMENT COMPLEX ON PARCEL 2 WITH A FUTURE COMMERCIAL DEVELOPMENT TO BE CONSTRUCTED AT A LATER DATE; AND, FINDINGS FOR ADOPTION OF THE MITIGATED NEGATIVE DECLARATION (SCH #2023100481) AND ENVIRONMENTAL MITIGATION MEASURES IN COMPLIANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT; AND, WAIVE THE FIRST READING AND INTRODUCTION OF AN ORDINANCE WHICH APPROVES A REZONE FROM R-1-7 TO R-3 (PARCEL 1 AND PARCEL 2) AND C-3 (PARCEL 3). The motion carried unanimously.

CONSIDERATION OF PLANNING APPLICATION 2021-0008; A GENERAL PLAN AMENDMENT, REZONE, AND SITE PLAN REVIEW TO ALLOW A 40-UNIT MULTI-FAMILY DEVELOPMENT AND A FUTURE 3,000 SQUARE FOOT COMMERCIAL DEVELOPMENT ON 3.29 ACRES ON THE SOUTHWEST CORNER OF NEBRASKA AND THOMPSON AVENUE (APN 390-030-71)

Deputy City Manager Keene provided a Power Point presentation detailing an application to develop 40 multifamily residential units and a 3,000-square-foot commercial space, requiring rezoning and a General Plan Amendment. The property, located south of Nebraska Avenue and Thompson Avenue, will include five two-story buildings with 40 units in Phase 1 and commercial development in Phase 2. Infrastructure improvements will include wastewater services from Selma-Kingsburg-Fowler County Sanitation District, water supply from Cal Water, and stormwater management. An Initial Study and Mitigated Negative Declaration (ISMND) was prepared and approved in accordance with CEQA. Mayor Robertson opened the public hearing at 9:59 p.m., with public comments received from owner of the Economy Market and Mr. Nick Sahota. A motion to ADOPT RESOLUTION NO. 2024-61R, WHICH INCLUDES FINDINGS OF FACT FOR APPROVAL OF: A REZONE FROM A ONE-FAMILY ZONE (R-1-7) TO A MULTIPLE-FAMILY ZONE (R-3) AND A CENTRAL COMMERCIAL ZONE (C-2); AND A GENERAL PLAN AMENDMENT FROM MEDIUM LOW-DENSITY RESIDENTIAL TO HIGH-DENSITY RESIDENTIAL AND COMMUNITY COMMERCIAL; AND A SITE PLAN REVIEW PROPOSING A 144-UNIT MULTI-FAMILY APARTMENT COMPLEX ON PARCEL 2 WITH A FUTURE COMMERCIAL DEVELOPMENT TO BE CONSTRUCTED AT A LATER DATE; AND, FINDINGS FOR ADOPTION OF THE MITIGATED NEGATIVE DECLARATION (SCH #2024010536) AND ENVIRONMENTAL MITIGATION MEASURES IN COMPLIANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT; AND, WAIVE THE FIRST READING AND INTRODUCTION OF AN ORDINANCE WHICH APPROVES A REZONE FROM ZONE R-1-7 TO A R-3 (PARCEL 1) AND A C-2 (PARCEL 2) was made by Council

member Guerra. The motion was seconded by Council member Mendoza-Navarro and carried unanimously.

RECESS: At 10:23 p.m. the meeting was recessed for a short break. Mayor Robertson reconvened the meeting at 10:28 p.m.

CONSIDERATION OF PLANNING APPLICATION 2022-0017; A REZONE AND A TENTATIVE SUBDIVISION MAP TO SUBDIVIDE A 20.2-ACRE PARCEL INTO 41 SINGLE FAMILY LOTS APN: 389-020-67

Deputy City Manager Keene provided a Power Point presentation detailing an application proposing to subdivide a 20.2-acre parcel into 41 single-family lots. The project includes rezoning 23 lots from R-1-12 to R-1-7 (4 lots) and R-1-9 (19 lots) to comply with lot standards and Very Low-Density (VLD) density requirements, facilitating the development of single-family homes in Selma. The project site is located on the north side of Rose Avenue, between Amber Avenue and Dockery Avenue, surrounded by agricultural land to the north, east, and south, and an existing subdivision to the west. The proposal includes provisions for road access, sidewalks, water supply extension, storm drainage facilities, and sewer line extensions, with a planned Linear Park/Trail connecting to the Amberwood Specific Plan. An Initial Study Negative Declaration (ISMND), SCH #2024031070, was prepared, indicating minimal environmental impact, and was subject to a 30-day public review period from March 28 to April 27, 2024, as required by the California Environmental Quality Act (CEQA). Mayor Robertson opened the public hearing at 10:35 p.m., with public comments received from Developer Representatives Ms. Brenda Ramirez and Mr. Nick Sahota. The Project Applicant/Owner Simran Panu also stepped forward to discuss the project. Council members inquired about the size of the lots and the type of homes planned, to which the developer responded that the project would feature 41 single-family lots with larger, high-end homes ranging from 6,000 to 7,000 square feet. Concerns about traffic impacts and road access were also raised, prompting assurances from the developer about plans to widen roads and improve connectivity with neighboring subdivisions, utilizing existing stub streets. Additionally, questions were asked about the sewer infrastructure and construction timelines. Deputy City Manager Keen clarified that the project planned to extend sewer lines approximately a quarter mile to connect with the Amberwood line, which would be oversized and eligible for impact fee credits. Regarding timelines, Mr. Nick Sahota, representing the developer indicated a start date for construction by early next year, pending approval of improvement plans. There being no further comments, Mayor Robertson closed the public hearing at 10:42 p.m. Council member Mendoza-Navarro motioned to ADOPT RESOLUTION NO. 2024-62R, WHICH INCLUDES FINDINGS OF FACT FOR APPROVAL OF: A TENTATIVE SUBDIVISION MAP TO SUBDIVIDE A 20.2-ACRE PARCEL INTO 41 SINGLE FAMILY LOTS. A REZONE OF 23 LOTS OF THE PROJECT SITE FROM A ONE-FAMILY ZONE (R-1-12) TO ONE-FAMILY ZONE R-1-9 (19 LOTS) AND ONE-FAMILY ZONE R-1-7 (4 LOTS). FINDINGS FOR ADOPTION OF THE NEGATIVE DECLARATION (SCH #2024031070) IN COMPLIANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT; AND WAIVE THE FIRST READING AND INTRODUCTION OF AN ORDINANCE WHICH APPROVES A REZONE FROM A ONE-FAMILY ZONE (R-1-12) TO ONE-FAMILY ZONE R-1-9 (19

LOTS) AND ONE-FAMILY ZONE R-1-7 (4 LOTS). The motion was seconded by Mayor Pro Tem Cho and carried unanimously.

FUTURE AGENDA ITEMS: Mayor Robertson requested to implement a graffiti task force and discuss that at a future meeting. City Manager Santillan clarified the date requested for this item. Mayor Robertson advised as soon as feasible, since kids are out of school in the summer. Council consensus was provided.

DEPARTMENTAL UPDATES: City Manager Santillan reported on attending the Downtown Strategic Plan Charrette and the Mid Valley Disposal Town Hall. He also advised that City Hall would be closed in observance of Memorial Day.

Deputy City Manager Keene reported that he attended the Downtown Strategic Plan Charrette and advised that the notice to proceed would be issued and subsequently a groundbreaking ceremony would be scheduled in the future.

Fire Chief Webster acknowledged Emergency Medical Services (EMS) Week, recognizing the EMS division for their dedication and expressed the division's achievements, noting they were short-staffed by six personnel but still managed to complete the reporting.

City Clerk Rivera reported that Caltrans opened the Floral Avenue ramps.

Public Works Director Honn discussed the Salazar Roof project completion, and that they are now progressing through the process of getting doors and flooring installed. He also provided an update on the Brentlinger Fence Bid project and the Babe Ruth Snack Bar Project.

COUNCIL REPORTS: Council member Mendoza-Navarro reported on attending the League of Cities Golf Tournament and the Downtown Strategic Planning Workshop. She mentioned her upcoming attendance at the Selma Public Education Foundation Gala and congratulated Council member Trujillo on his recent confirmation.

Council Member Trujillo congratulated the Public Works department and the EMS division. He reported on attending a Selma Unified Bond Council meeting and reported on a productive discussion with Selma Unified School Superintendent. He also reported on attending the League of Cities Golf Tournament. He shared a personal reflection on his recent confirmation at his church, emphasizing his commitment to community and forgiveness. He thanked everyone for their understanding and support.

Council member Guerra reported on attending the Selma Kingsburg Fowler County Sanitation mixer, Chamber mixer at Kentucky Fried Chicken, Scholarship Awards event at Selma High School, Downtown Strategic Planning Workshop, and the T-ball Opening ceremonies.

Mayor Pro Tem Cho reported on attending the following: meeting with the Selma Unified School Superintendent, Chamber mixer at Kentucky Fried Chicken, Scholarship Awards event at Selma High School, Parks and Recreation Master Plan interview process, Downtown Strategic Planning Workshop. She also mentioned an upcoming PAC fight event on August 31st.

Mayor Robertson reported on attending the following: Reedley College graduation ceremony, Chamber mixer at Kentucky Fried Chicken, Scholarship Awards event at Selma High School, Student of the Month event at Kingsburg High School, Fresno County PD K9 Awards event in Clovis, and a Selma Kingsburg Fowler County Sanitation District.

ADJOURNMENT: There being no further business, Mayor Robertson adjourned the meeting at 11:12 p.m.

Respectfully submitted, Reyna Rivera, City Clerk

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

June 17, 2024

ITEM NO: B.

SUBJECT: Consideration and Resolution Approving Side Letter Number 1 with Fire Mid-Management Employees to Amend Current Memorandum of Understanding

DISCUSSION: Fire Mid-Management bargaining unit and City Staff agree to the ability to work an alternative schedule should the department deem it appropriate. In addition, the Fire Mid-Management bargaining unit agrees that the Emergency Medical Services (EMS) Supervisor position should be included within their bargaining unit.

Side Letter Number 1 terms include the following:

- Add Emergency Medical Services (EMS) Supervisor position
- Add a 4/10 or 9/80 work schedule for non-shift personnel should the department deem appropriate.

FISCAL IMPACT: The MOU has no financial impact as salaries are budgeted.

RECOMMENDATION Approve the Resolution approving Side Letter Number 1 with the Fire Mid-Management Bargaining Unit to Amend the Current Memorandum of Understanding.

_____/s/_____
Janie Venegas
Administrative Services Director

_____06/10/2024_____
Date

_____/s/_____
Jerome Keene
Deputy City Manager

_____06/06/2024_____
Date

_____/s/_____
Fernando Santillan
City Manager

_____06/06/2024_____
Date

RESOLUTION NO. 2024 – __

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA, APPROVING SIDE LETTER NUMBER 1 AMENDING THE
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SELMA AND
THE FIRE MID-MANAGEMENT EMPLOYEES BARGAINING UNIT FOR THE
TERM OF JULY 1, 2023 THROUGH JUNE 30, 2024**

WHEREAS, the City Manager has been authorized by Resolution No. 92-56R, adopted June 15, 1992, to represent the City in the meet and confer process with recognized employee organizations; and

WHEREAS, there exists a Fire Mid-Management Employees bargaining unit in the City, comprised of employees who provide fire mid-management services; and

WHEREAS, the current Memorandum of Understanding (MOU) expires June 30, 2024; and

WHEREAS, parties of the Fire Mid-Management Employees bargaining unit and City of Selma staff have mutually agreed upon the Side Letter adding the EMS Supervisor and the 4/10 and 9/80 alternative working schedules to the existing MOU; and

WHEREAS, said Side Letter Number 1 has been presented by the City Manager for City Council approval; and

WHEREAS, the City Council is familiar with the terms and provisions of said Side Letter Number 1; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred; and

WHEREAS, the terms of the Side Letter Number 1 shall be effective the first pay period after approval of the MOU.

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

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

Section 2. The City Council hereby approves Side Letter Number 1, attached hereto as Exhibit A, and incorporated herein by reference.

Section 3. Authorize the City Manager to execute said Side Letter Number 1 on behalf of the City.

Section 4. Severability. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability

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

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

PASSED, APPROVED, AND ADOPTED this 17th day of June 2024, by the following vote:

| | |
|----------|------------------|
| AYES: | COUNCIL MEMBERS: |
| NOES: | COUNCIL MEMBERS: |
| ABSTAIN: | COUNCIL MEMBERS: |
| ABSENT: | COUNCIL MEMBERS: |

ATTEST:

Scott Robertson
Mayor

Reyna Rivera
City Clerk

**SIDE LETTER AGREEMENT NUMBER 1
BETWEEN CITY OF SELMA (CITY) AND FIRE
MID- MANAGEMENT EMPLOYEES**

June 17, 2024

The City and Fire Mid-Management Employees hereby agree to add the following and amend the MOU between City and Fire Mid-Management Employees dated July 1, 2023 through June 30, 2024 as identified on June 17, 2024, as follows:

Article 1 - Recognition

- Add Emergency Medical Services (EMS) Supervisor position under SUPERVISORY

Article 18 – Standard Work Period

- Add (b) and (c) below to allow the availability of a 4/10 and 9/80 work schedule for non-shift personnel should the department deem appropriate.

A. Fire Department Non-Shift Personnel

- a. The standard work period for non-shift personnel shall be forty (40) hours per week.
- b. A 4/10 work schedule is permitted for non-shift personnel should the department deem appropriate.
 - i. Employees will work four workdays of ten (10) hours each week.
- c. A 9/80 work schedule is permitted for non-shift personnel should the department deem appropriate.
 - i. Employees will work four (4) consecutive workdays of nine (9) hours each week Monday through Thursday, and one (1) workday of eight (8) hours every other Friday with a corresponding day off on Friday in the following week.
 - ii. For employees working the 9/80 work schedule, each employee's designated FLSA 7-day workweek (168 hours in length) shall be exactly four hours after the start time of his/her eight-hour shift on the day of the week that corresponds with the employee's alternating regular day off, which for City employees is Friday. Employees shall not be permitted to change their regular day off or flex days.

Except as expressly modified in this Side Letter Agreement, the terms and conditions of the MOU and the rights, duties, and obligations of the parties thereunder are unchanged and remain in full force and effect.

Date: _____

Date: _____

City of Selma Representative

Bargaining Unit Representative

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

June 17, 2024

ITEM NO: C.

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

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

DISCUSSION: The City of Selma is continuously recruiting for vacant positions identified within the Adopted 2023/2024 Fiscal Year Budget. City staff has determined existing job specifications are not up to current industry standards. In order to attract qualified applicants, the job description requires amending in order to accommodate current recruitment needs.

Staff was unable to determine when the Fire Engineer job description was updated. However, during a review to discuss a recruitment, staff identified the need to update the job description for Fire Engineer to current industry standards.

The job description was presented to the appropriate bargaining unit prior to submittal as required.

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

_____/s/_____
Janie Venegas
Administrative Services Director

06/06/2024

Date

_____/s/_____
Jerome Keene
Deputy City Manager

06/06/2024

Date

_____/s/_____
Fernando Santillan
City Manager

06/06/2024

Date

RESOLUTION NO. 2024 – __

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

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 vacant positions within the Adopted 2023/2024 Fiscal Year Budget, has determined job specifications are not up to current industry standards which requires amending job specifications in order to accommodate current recruitment needs as well as current staffing; 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 Engineer to accommodate current recruitment needs as well as current staffing.

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 17th day of June 2024 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 ENGINEER

PURPOSE

Under general supervision, performs specialized firefighting work involving the operation and maintenance of fire apparatus and firefighting equipment; responds to emergency calls, protects life and property; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

The classification of Fire Engineer is a full working level class within the fire series. Incumbents in this class are expected to follow direct instruction and guidance while performing the full range of duties. Instructions are frequently general rules, policies, procedures, and guidelines which require previously gained knowledge and skill.

This class is distinguished from the next higher-level class of Fire Captain in that the latter has full supervisory responsibility over an assigned company or station. It is further distinguished from the lower-level class of Firefighter in that the latter's primary function is that of fighting fires and providing emergency medical service without responsibility and operation of the fire engine and auxiliary equipment.

SUPERVISION RECEIVED AND EXERCISED

Incumbents work under general supervision and incumbent's assignments, work methods, and sequence of steps are generally outlined or explained within defined protocol. Qualified incumbent's may be assigned as temporary "Officer-In-Charge" (OIC) when the assigned Captain is off duty.

Employees in this class typically report to a Fire Captain.

ESSENTIAL FUNCTIONS

The duties listed below are intended only as illustrations of the various types of work that may be performed. Specific duties will depend upon work assignment. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

1. Responds to alarms from the Safety Dispatcher for fire, accident, emergency rescues and public service calls.
2. Operates fire engines, ambulances, and related fire equipment.
3. Locates equipment in the proper place for efficient operations at the fire scene.
4. Responds to emergency situations and takes charge until an officer arrives on scene.
5. Performs a variety of routine station maintenance, inspection, minor repair of equipment, and preventive maintenance on assigned vehicles or equipment.

6. Cleans fire station quarters and equipment and maintains station in a clean and orderly condition.
7. Studies and reviews Fire Department rules and regulations, fire hazard and firefighting techniques.
8. Conducts and participates in fire drills, fire training sessions and exercises, and other fire prevention activities.
9. Acts as Officer-In-Charge in the absence of a Captain, as needed and when authorized.
10. Performs related duties as assigned.

KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

1. Methods, practices, and techniques of fire and life safety, fire prevention, fire suppression, emergency medical response, emergency planning, and other fire service- related activities.
2. Firefighting methods, techniques, and the operation and maintenance of firefighting vehicles and other equipment.
3. Basic principles of hydraulics, pumps, fire apparatus, and their application to fire suppression.
4. Local geography, major structures, and the location of water mains and fire hydrants.
5. Fire Department policies, rules, instructions, and pertinent Federal, State, local laws, codes, and regulations.
6. First aid principles, practices, and techniques.
7. Engine and nozzle pressures computation.

Ability to:

1. Understand oral and written instructions and act in accordance with department policy, rules and regulations.
2. Drive a fire engine and ambulance safely in emergency situations in accordance with traffic laws and ordinances regarding emergency vehicles.
3. Analyze traffic situations and take the safest and most effective course of action.
4. Compute engine and nozzle pressures and operate pumping equipment.
5. Communicate and apply fire safety codes and regulations.
6. Think and act quickly in emergency situations.
7. Maintain cooperative working relationships with other team members, police, and general public.

MINIMUM QUALIFICATIONS

Experience:

The equivalent of two (2) years of full-time progressively responsible experience performing duties comparable to a Firefighter in the City of Selma.

Education:

Graduation from high school or possession of GED.

Licenses and Certifications:

- Possession and maintenance of a valid Class C California Driver's License with a Firefighter's endorsement, and a satisfactory driving record.
- Possession of a valid Healthcare Provider CPR certification.
- Possession of a valid CCEMSA EMT Certification or Paramedic License
- Possession of a Fire Apparatus Driver/Operator 1A & 1B certification from the California State Fire Marshal
- Possession of a Fire Fighter II certificate from the California State Fire Marshal

SPECIAL REQUIREMENTS**Medical Examination / Drug Test**

If considered for appointment, candidates may be required to pass a medical examination and a drug test.

Background

If considered for appointment, candidates may be required to pass a background investigation, which may include a criminal history check for job-related convictions, fingerprinting, polygraph test, psychology exam and drug use history.

WORKING CONDITIONS

The conditions described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands

Must possess mobility, physical strength, and stamina to respond to emergency situations and use all emergency apparatus and equipment; perform arduous 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 predominantly 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, 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.

Mental Demands

While performing the duties of this job, an employee uses written and oral communication skills; reads and interprets data, information, and documents; analyzes and solves problems; uses math and mathematical reasoning; observes and interprets people and situations; learns and applies new information and skills; performs highly detailed work; deals with changing deadlines, constant interruptions and multiple concurrent tasks; and interacts with others encountered in the course of work.

Work Environment

Employees work primarily in the field and may be exposed to extreme noise, cold and hot temperatures, inclement weather conditions, road hazards, substantial heights, confining workspace, chemicals, mechanical and electrical hazards, hazardous physical substances, and fumes. Employees may interact with upset staff and members of the public in interpreting and enforcing departmental policies and procedures.

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

June 17, 2024

ITEM NO: D.

SUBJECT: Consideration of a Resolution Approving an Emergency Medical Services ("EMS") Agreement with Fresno County to Provide Ambulance Services in Zone G

BACKGROUND: The Fresno County Department of Public Health has been designated as the Local EMS Agency of the County of Fresno with the authority to plan, implement and evaluate an emergency medical services system for and within Fresno County pursuant to California Health and Safety Code Sections 1797.200 and 1797.204. Agencies acknowledge that the Local EMS Agency has implemented County of Fresno EMS Policy #200.

DISCUSSION: The City's current EMS Provider Agreement with Fresno County is set to expire on June 30, 2024. Attached is the new agreement, which was prepared by the County and reviewed by City staff and legal, allowing for a 3-year term through June 2027 with the option for two, one-year extensions. This agreement acknowledges that the City of Selma shall operate its prehospital emergency medical care services program in conformity with the medical policies, procedures and standards issued, and amended, by the Local EMS Agency. Neither the fact that this Agreement is entered into, nor anything contained in this Agreement shall be construed as an admission by either party hereto regarding the City of Selma's legal authority, if any, to plan, implement, and operate within or without its corporate boundaries a system of prehospital emergency medical services (including, but not limited to, ambulance services) independent of County's authorization or approval.

Please refer to Exhibit "A" located within the Agreement for further description of Zone G.

FISCAL IMPACT: Fresno County shall pay the City a monthly lump-payment of One Thousand One Hundred Twenty-Five and No/100 Dollars (\$1,125.00) for estimated dry runs and uncollectible charges. The total maximum compensation payable under this agreement for each year shall not exceed Thirteen Thousand Five Hundred and No/100 Dollars (\$13,500.00).

The total maximum compensation payable under the Agreement, for the period of July 1, 2024 through June 30, 2029, shall not exceed Sixty-Seven Thousand Five Hundred and No/100 Dollars (\$67,500.00).

RECOMMENDATION: Staff recommends Council approve the EMS Agreement with Fresno County to operate ambulance services and authorize the Mayor and City Manager to execute the associated documents.

June 6, 2024
Date

06/06/2024
Date

06/06/2024
Date

RESOLUTION NO. 2024-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA APPROVING AN EMERGENCY MEDICAL SERVICES (“EMS”)
AGREEMENT WITH FRESNO COUNTY TO PROVIDE AMBULANCE SERVICES
IN ZONE G**

WHEREAS, Fresno County, through its Department of Public Health, has been designated as the Local EMS Agency of the County of Fresno pursuant to California Health and Safety Code Section 1797.200, and,

WHEREAS, the City of Selma Fire Department has previously provided emergency ambulance services to persons needing such services within the boundaries of Fresno County Ambulance Zone G, and,

WHEREAS, the City of Selma Fire Department desires to continue to provide prehospital emergency medical services as authorized by law within said Zone G, 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. Authorize the Mayor and City Manager to execute contract documents
3. **Severability.** The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.
4. **Effective Date.** That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Selma held on the 17th day of June 2024 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

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A. County, through its Department of Public Health, has been designated as the Local EMS Agency of the County of Fresno pursuant to California Health and Safety Code Section 1797.200.

C. Contractor desires to continue to provide prehospital emergency medical services as authorized by law within said Zone G.

Article 1

1.1 The parties acknowledge that the County's Department of Public Health has been designated as the Local EMS Agency of the County with authority to plan, implement and evaluate an emergency medical services system in Fresno County pursuant to California Health and Safety Code Sections 1797.200 and 1797.204. The parties also acknowledge that the Local EMS Agency has implemented County EMS Policy #200 (Authorization of Ambulance Provider Agencies in Fresno County). The parties further acknowledge that the EMS Medical Director of the County's Department of Public Health has the authority set forth in Health and Safety Code Section 1798. Contractor shall operate its prehospital emergency medical care services program in conformity with the medical policies, procedures and standards issued, and amended, by the Local EMS Agency (hereinafter collectively referred to as the "County EMS Policies and Procedures," and individually referred to as "County EMS Policy #").

1

1 legal authority, if any, to plan, implement, and operate within or without its corporate boundaries
2 a system of prehospital emergency medical services (including, but not limited to, ambulance
3 services) independent of County's authorization or approval.

4 **Article 2**

5 **Contractor's Services**

6 2.1 **Scope of Services.** The Contractor shall perform all of the services provided in
7 Exhibit A to this Agreement, titled "Scope of Services."

8 2.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and
9 able to perform all of the services provided in this Agreement.

10 2.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all
11 applicable federal, state, and local laws and regulations in the performance of its obligations
12 under this Agreement, including but not limited to workers compensation, labor, and
13 confidentiality laws and regulations.

14 **Article 3**

15 **County's Responsibilities**

16 3.1 The County shall operate a central dispatching facility and shall provide the primary
17 dispatch of all calls for prehospital emergency medical care and ambulance services within the
18 area set forth in Exhibit B-1 to Contractor in accordance with County EMS Policies and
19 Procedures.

20 (A) County will assist Contractor in developing, implementing, and maintaining an
21 internal field supervision system to provide evaluation of personnel providing service
22 under this Agreement according to the standards established by the County EMS
23 Policies and Procedures.

24 (B) County will do periodic and annual inspections of Contractor's emergency
25 ambulance service personnel certifications, records, vehicles, equipment, and facilities
26 required by law and this Agreement.

27 3.2 Notwithstanding the foregoing provisions of Section 3.1 of this Agreement, County is
28 not restricted by reason of this Agreement from entering into an agreement for services that are

1 the same as or similar to these provided by Contractor pursuant to this Agreement with an entity
2 other than Contractor for the provision of prehospital emergency medical services within the
3 same geographic area as shown in Exhibit B-1. County shall notify Contractor of any proposal
4 to enter into such an agreement with any other entity prior to award of such agreement.

5 3.3 The County shall provide the use of County communications infrastructure for EMS
6 Med Channels, as provided herein during the term of this Agreement.

7 **Article 4**

8 **Compensation**

9 4.1 County shall not be obligated to raise taxes, or to adopt or approve any tax
10 measures to provide funds, in order to compensate Contractor in connection with this
11 Agreement. The only compensation payable by County to Contractor for Contractor's
12 satisfactory performance of its services under this Agreement is as follows in section 4.2 below.

13 4.2 **Compensation to Contractor.** County shall provide compensation to Contractor for
14 the satisfactory performance of its services as provided herein.

15 (A) County shall pay to Contractor a monthly lump-payment of One Thousand One
16 Hundred Twenty-Five and No/100 Dollars (\$1,125.00) for estimated dry runs and
17 uncollectible charges. The total maximum compensation payable under this agreement
18 for each year shall not exceed Thirteen Thousand Five Hundred and No/100 Dollars
19 (\$13,500.00).

20 (B) The total maximum compensation payable under the Agreement, for the period
21 of July 1, 2024 through June 30, 2029, shall not exceed Sixty-Seven Thousand Five
22 Hundred and No/100 Dollars (\$67,500.00).

23 4.3 County shall have no obligation to compensate Contractor for services under this
24 Agreement other than as stated above. The parties agree that the amounts stated above are
25 inclusive of and fulfill any obligation County may have, if any, presently or at any time during the
26 term of this Agreement, to compensate, reimburse, or otherwise pay Contractor for prehospital
27 emergency medical services provided to medically-indigent persons.
28

1 **Article 5**

2 **Term of Agreement**

3 5.1 **Term.** This Agreement is effective on July 1, 2024 and terminates on June 30, 2027,
4 except as provided in section 5.2, "Extension," or Article 7, "Termination and Suspension,"
5 below.

6 5.2 **Extension.** The term of this Agreement may be extended for no more than two, one-
7 year periods only upon written approval of both parties at least 30 days before the first day of
8 the next one-year extension period. The Director of the Department of Public Health or his or
9 her designee is authorized to sign the written approval on behalf of the County based on the
10 Contractor's satisfactory performance. The extension of this Agreement by the County is not a
11 waiver or compromise of any default or breach of this Agreement by the Contractor existing at
12 the time of the extension whether or not known to the County.

13 **Article 6**

14 **Notices**

15 6.1 **Contact Information.** The persons and their addresses having authority to give and
16 receive notices provided for or permitted under this Agreement include the following:

17 **For the County:**

18 Director, Department of Public Health
19 County of Fresno
20 P.O. Box 11867
Fresno, CA 93775
CCEMSA@fresnocountyca.gov

21 **For the Contractor:**

22 City of Selma
23 Attn: Fire Chief
1711 Tucker St
Selma, CA 93662

24 6.2 **Change of Contact Information.** Either party may change the information in section
25 5.1 by giving notice as provided in section 5.3.

26 6.3 **Method of Delivery.** Each notice between the County and the Contractor provided
27 for or permitted under this Agreement must be in writing, state that it is a notice provided under
28 this Agreement, and be delivered either by personal service, by first-class United States mail, by

an overnight commercial courier service, by telephonic facsimile transmission, or by Portable Document Format (PDF) document attached to an email.

(A) A notice delivered by personal service is effective upon service to the recipient.

(B) A notice delivered by first-class United States mail is effective three County business days after deposit in the United States mail, postage prepaid, addressed to the recipient.

(C) A notice delivered by an overnight commercial courier service is effective one County business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient.

(D) A notice delivered by telephonic facsimile transmission or by PDF document attached to an email is effective when transmission to the recipient is completed (but, if such transmission is completed outside of County business hours, then such delivery is deemed to be effective at the next beginning of a County business day), provided that the sender maintains a machine record of the completed transmission.

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

Article 7

Termination and Suspension

7.1 Termination for Non-Allocation of Funds. The terms of this Agreement are contingent on the approval of funds by the appropriating government agency. If sufficient funds are not allocated, then the County, upon at least 30 days' advance written notice to the Contractor, may:

(A) Modify the services provided by the Contractor under this Agreement; or

(B) Terminate this Agreement.

7.2 Termination for Breach.

1 (A) Upon determining that a breach (as defined in paragraph (C) below) has
2 occurred, the County may give written notice of the breach to the Contractor. The written
3 notice may suspend performance under this Agreement, and must provide at least 30
4 days for the Contractor to cure the breach.

5 (B) If the Contractor fails to cure the breach to the County's satisfaction within the
6 time stated in the written notice, the County may terminate this Agreement immediately.

7 (C) For purposes of this section, a breach occurs when, in the determination of the
8 County, the Contractor has:

9 (1) Obtained or used funds illegally or improperly;

10 (2) Failed to comply with any part of this Agreement;

11 (3) Submitted a substantially incorrect or incomplete report to the County; or

12 (4) Improperly performed any of its obligations under this Agreement.

13 **7.3 Termination without Cause.** In circumstances other than those set forth above, the
14 County may terminate this Agreement by giving at least 30 days advance written notice to the
15 Contractor.

16 **7.4 No Penalty or Further Obligation.** Any termination of this Agreement by the County
17 under this Article 7 is without penalty to or further obligation of the County.

18 **7.5 County's Rights upon Termination.** Upon termination for breach under this Article
19 7, the County may demand repayment by the Contractor of any monies disbursed to the
20 Contractor under this Agreement that, in the County's sole judgment, were not expended in
21 compliance with this Agreement. The Contractor shall promptly refund all such monies upon
22 demand. This section survives the termination of this Agreement.

23 **Article 8**

24 **Confidentiality**

25 **8.1 Confidentiality.** All services performed by the Contractor under this Agreement shall
26 be in strict conformance with all applicable Federal, State of California and/or local laws and
27 regulations relating to confidentiality, including all Health Insurance Portability Accounting Act
28 (HIPAA) Regulations.

1 **Article 9**

2 **Independent Contractor**

3 9.1 **Status.** In performing under this Agreement, the Contractor, including its officers,
4 agents, employees, and volunteers, is at all times acting and performing as an independent
5 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint
6 venturer, partner, or associate of the County.

7 9.2 **Verifying Performance.** The County has no right to control, supervise, or direct the
8 manner or method of the Contractor's performance under this Agreement, but the County may
9 verify that the Contractor is performing according to the terms of this Agreement.

10 9.3 **Benefits.** Because of its status as an independent contractor, the Contractor has no
11 right to employment rights or benefits available to County employees. The Contractor is solely
12 responsible for providing to its own employees all employee benefits required by law. The
13 Contractor shall save the County harmless from all matters relating to the payment of
14 Contractor's employees, including compliance with Social Security withholding and all related
15 regulations.

16 9.4 **Services to Others.** The parties acknowledge that, during the term of this
17 Agreement, the Contractor may provide services to others unrelated to the County.

18 **Article 10**

19 **Mutual Indemnity and Defense**

20 10.1 **Contractor's Indemnity to County.** The Contractor shall indemnify and hold
21 harmless and defend the County (including its officers, agents, employees, and volunteers)
22 against all claims, demands, injuries, damages, costs, expenses (including attorney fees and
23 costs), fines, penalties, and liabilities of any kind to the County, the Contractor, or any third party
24 that arise from or relate to the performance or failure to perform by the Contractor (or any of its
25 officers, agents, subcontractors, or employees) under this Agreement. The County may conduct
26 or participate in its own defense without affecting the Contractor's obligation to indemnify and
27 hold harmless or defend the County.
28

1 10.2 **County's Indemnity to Contractor.** The County shall indemnify and hold harmless
2 and defend the Contractor (including its officers, agents, employees, and volunteers) against all
3 claims, demands, injuries, damages, costs, expenses (including attorney fees and costs), fines,
4 penalties, and liabilities of any kind to the Contractor, the County, or any third party that arise
5 from or relate to the performance or failure to perform by the County (or any of its officers,
6 agents, subcontractors, or employees) under this Agreement. The Contractor may conduct or
7 participate in its own defense without affecting the County's obligation to indemnify and hold
8 harmless or defend the Contractor.

9 10.3 **5150 Indemnity.** County agrees to protect, defend, indemnify and hold harmless the
10 Contractor, its officers, agents and employees, from claims brought by persons Contractor
11 transports at the request of a peace officer or individual authorized by Welfare and Institutions
12 Code Section 5150 to cause a person to be taken into custody, but only insofar as those claims
13 are based on acts inherent in carrying out the detention of the person as requested by the
14 peace officer or authorized individual. This indemnity shall not extend to claims for negligence
15 in the provision of transportation or to any medical care provided during transport. This section
16 shall in no way obligate the County to provide such protection, indemnification or defense to the
17 extent of negligent or wrongful acts or omissions by the Contractor, its officers, employees,
18 agents or contractors except as explicitly stated above.

19 10.4 The aforesaid indemnity and hold harmless clauses by Contractor and County shall
20 apply to all damages and claims for damages of every kind suffered, or alleged to have been
21 suffered by the party to be indemnified, including but not limited to attorney fees and court costs,
22 by reason of the aforesaid operations of the indemnifying party, regardless of whether or not the
23 insurance policies or Central San Joaquin Valley Risk Management Authority (CSJVRMA)
24 Program or self-insurance of the indemnifying party shall have been determined to be applicable
25 to any such damages or claims for damages.

26 10.5 **Survival.** This Article 10 survives the termination of this Agreement.
27
28

1 **Article 11**

2 **Insurance**

3 11.1 The Contractor shall comply with all the insurance requirements in Exhibit C to this
4 Agreement.

5 **Article 12**

6 **Inspections, Audits, and Public Records**

7 12.1 **Inspection of Documents.** The Contractor shall make available to the County, and
8 the County may examine at any time during business hours and as often as the County deems
9 necessary, all of the Contractor's records and data with respect to the matters covered by this
10 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon
11 request by the County, permit the County to audit and inspect all of such records and data to
12 ensure the Contractor's compliance with the terms of this Agreement.

13 12.2 **State Audit Requirements.** If the compensation to be paid by the County under this
14 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the
15 California State Auditor, as provided in Government Code section 8546.7, for a period of three
16 years after final payment under this Agreement. This section survives the termination of this
17 Agreement. Additional Federal audit requirements may apply if any portion of the compensation
18 to be paid by the County under this Agreement is also provided by Federal funding.

19 12.3 **Public Records.** The County is not limited in any manner with respect to its public
20 disclosure of this Agreement or any record or data that the Contractor may provide to the
21 County. The County's public disclosure of this Agreement or any record or data that the
22 Contractor may provide to the County may include but is not limited to the following:

23 (A) The County may voluntarily, or upon request by any member of the public or
24 governmental agency, disclose this Agreement to the public or such governmental
25 agency.

26 (B) The County may voluntarily, or upon request by any member of the public or
27 governmental agency, disclose to the public or such governmental agency any record or
28

1 data that the Contractor may provide to the County, unless such disclosure is prohibited
2 by court order.

3 (C) This Agreement, and any record or data that the Contractor may provide to the
4 County, is subject to public disclosure under the Ralph M. Brown Act (California
5 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

6 (D) This Agreement, and any record or data that the Contractor may provide to the
7 County, is subject to public disclosure as a public record under the California Public
8 Records Act (California Government Code, Title 1, Division 7, Chapter 3.5, beginning
9 with section 6250) ("CPRA").

10 (E) This Agreement, and any record or data that the Contractor may provide to the
11 County, is subject to public disclosure as information concerning the conduct of the
12 people's business of the State of California under California Constitution, Article 1,
13 section 3, subdivision (b).

14 (F) Any marking of confidentiality or restricted access upon or otherwise made with
15 respect to any record or data that the Contractor may provide to the County shall be
16 disregarded and have no effect on the County's right or duty to disclose to the public or
17 governmental agency any such record or data.

18 **12.4 Public Records Act Requests.** If the County receives a written or oral request
19 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,
20 and which the County has a right, under any provision of this Agreement or applicable law, to
21 possess or control, then the County may demand, in writing, that the Contractor deliver to the
22 County, for purposes of public disclosure, the requested records that may be in the possession
23 or control of the Contractor. Within five business days after the County's demand, the
24 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's
25 possession or control, together with a written statement that the Contractor, after conducting a
26 diligent search, has produced all requested records that are in the Contractor's possession or
27 control, or (b) provide to the County a written statement that the Contractor, after conducting a
28 diligent search, does not possess or control any of the requested records. The Contractor shall

1 cooperate with the County with respect to any County demand for such records. If the
2 Contractor wishes to assert that any specific record or data is exempt from disclosure under the
3 CPRA or other applicable law, it must deliver the record or data to the County and assert the
4 exemption by citation to specific legal authority within the written statement that it provides to
5 the County under this section. The Contractor's assertion of any exemption from disclosure is
6 not binding on the County, but the County will give at least 10 days' advance written notice to
7 the Contractor before disclosing any record subject to the Contractor's assertion of exemption
8 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs
9 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,
10 failure to produce any such records, or failure to cooperate with the County with respect to any
11 County demand for any such records.

12 **Article 13**

13 **General Terms**

14 13.1 **Modification.** Except as provided in Article 7, "Termination and Suspension," this
15 Agreement may not be modified, and no waiver is effective, except by written agreement signed
16 by both parties. The Contractor acknowledges that County employees have no authority to
17 modify this Agreement except as expressly provided in this Agreement.

18 13.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
19 under this Agreement without the prior written consent of the other party.

20 13.3 **Governing Law.** The laws of the State of California govern all matters arising from
21 or related to this Agreement.

22 13.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
23 County, California. Contractor consents to California jurisdiction for actions arising from or
24 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
25 brought and maintained in Fresno County.

26 13.5 **Construction.** The final form of this Agreement is the result of the parties' combined
27 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
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1 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
2 against either party.

3 13.6 **Days.** Unless otherwise specified, “days” means calendar days.

4 13.7 **Headings.** The headings and section titles in this Agreement are for convenience
5 only and are not part of this Agreement.

6 13.8 **Severability.** If anything in this Agreement is found by a court of competent
7 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
8 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
9 this Agreement with lawful and enforceable terms intended to accomplish the parties’ original
10 intent.

11 13.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall
12 not unlawfully discriminate against any employee or applicant for employment, or recipient of
13 services, because of race, religious creed, color, national origin, ancestry, physical disability,
14 mental disability, medical condition, genetic information, marital status, sex, gender, gender
15 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
16 all applicable State of California and federal statutes and regulation.

17 13.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
18 of the Contractor under this Agreement on any one or more occasions is not a waiver of
19 performance of any continuing or other obligation of the Contractor and does not prohibit
20 enforcement by the County of any obligation on any other occasion.

21 13.11 **Force Majeure.**

22 (A) If either party hereto is rendered unable, wholly or in part, by Force Majeure to
23 carry out its obligations under this Agreement, that party shall give to the other party
24 hereto prompt written notice of the Force Majeure with full particulars relating thereto.
25 Thereupon, the obligation of the party giving the notice, so far as they are affected by the
26 Force Majeure, shall be suspended during, but no longer than, the continuance of the
27 Force Majeure, except for a reasonable time thereafter required to resume performance.

28 (B) During any period in which either party hereto is excused from performance by

1 reason of the occurrence of an event of Force Majeure, the party so excused shall
2 promptly, diligently, and in good faith take all reasonable action required in order for it to
3 be able to promptly commence or resume performance of its obligations under this
4 Agreement. Without limiting the generality of the foregoing, the party so excused from
5 performance shall, during any such period of Force Majeure, take all reasonable action
6 necessary to terminate any temporary restraining order or preliminary or permanent
7 injunctions to enable it to so commence or resume performance of its obligations under
8 this Agreement.

9 (C) The party whose performance is excused due to the occurrence of an event of
10 Force Majeure shall, during such period, keep the other party hereto notified of all such
11 actions required in order for it to be able to commence or resume performance of its
12 obligations under this Agreement.

13 (D) "Force Majeure" is defined as an Act of God, act of public enemy, war, and other
14 extraordinary causes not reasonably within the control of either of the parties hereto.

15 13.12 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
16 between the Contractor and the County with respect to the subject matter of this Agreement,
17 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
18 publications, and understandings of any nature unless those things are expressly included in
19 this Agreement. If there is any inconsistency between the terms of this Agreement without its
20 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
21 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
22 exhibits.

23 13.13 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
24 create any rights or obligations for any person or entity except for the parties.

25 13.14 **Authorized Signature.** The Contractor represents and warrants to the County that:

26 (A) The Contractor is duly authorized and empowered to sign and perform its
27 obligations under this Agreement.
28

1 (B) The individual signing this Agreement on behalf of the Contractor is duly
2 authorized to do so and his or her signature on this Agreement legally binds the
3 Contractor to the terms of this Agreement.

4 13.15 **Electronic Signatures.** The parties agree that this Agreement may be executed by
5 electronic signature as provided in this section.

6 (A) An “electronic signature” means any symbol or process intended by an individual
7 signing this Agreement to represent their signature, including but not limited to (1) a
8 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
9 electronically scanned and transmitted (for example by PDF document) version of an
10 original handwritten signature.

11 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed
12 equivalent to a valid original handwritten signature of the person signing this Agreement
13 for all purposes, including but not limited to evidentiary proof in any administrative or
14 judicial proceeding, and (2) has the same force and effect as the valid original
15 handwritten signature of that person.

16 (C) The provisions of this section satisfy the requirements of Civil Code section
17 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
18 Part 2, Title 2.5, beginning with section 1633.1).

19 (D) Each party using a digital signature represents that it has undertaken and
20 satisfied the requirements of Government Code section 16.5, subdivision (a),
21 paragraphs (1) through (5), and agrees that each other party may rely upon that
22 representation.

23 (E) This Agreement is not conditioned upon the parties conducting the transactions
24 under it by electronic means and either party may sign this Agreement with an original
25 handwritten signature.

26 13.16 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
27 original, and all of which together constitute this Agreement.

28 [SIGNATURE PAGE FOLLOWS]

1 The parties are signing this Agreement on the date stated in the introductory clause.

2 CITY OF SELMA

COUNTY OF FRESNO

3
4
5 By: Scott Robertson, Mayor

Nathan Magsig, Chairman of the Board of
Supervisors of the County of Fresno

6 **Attest:**

Attest:

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

7
8
9
10 By: Reyna Rivera, City Clerk

By: _____

Deputy

11 Approved as to form:

12
13
14 By: Megan Crouch, City Attorney

15 For accounting use only:

16 Org No.: 56201695
17 Account No.: 7295
18 Fund No.: 0001
19 Subclass No.: 10000
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Exhibit A

Scope of Services

1. Duties of Contractor

A. Contractor shall be responsible for furnishing equipment and materials, as hereinafter set forth, in order to provide prehospital emergency medical services to persons in need thereof within the incorporated boundaries of the City of Selma and that certain portion of the unincorporated area of Fresno County, all known as Fresno County Ambulance Service Zone G, as shown in Exhibit B-1.

B. Contractor shall maintain automatic vehicle locators in each authorized emergency ambulance unit and authorized disaster response unit.

C. Contractor shall assure that all calls received by the City of Selma PSAP (Public Safety Answering Point) for medical assistance are transferred directly to the County's centralized ambulance dispatch facility.

D. Contractor agrees to meet performance standards and requirements as further discussed in Section 6 of this Agreement.

2. Qualification of Contractor

Contractor shall at all times meet the requirements set forth by the California Highway Patrol, the California Health and Safety Code, the California Vehicle Code, the State Department of Health, the California Code of Regulations, the County's Department of Public Health with respect to medical standards, and any other applicable statute or regulation with respect to the services, equipment, and materials which are the subject matter of this Agreement. In the event of conflicting statutes or regulations, the statute or regulation setting forth the most stringent requirements shall be adhered to by Contractor.

3. Area Served

Contractor shall provide prehospital emergency medical services, on a non-exclusive basis, upon dispatch by County and upon direct call to Selma's Fire or Police Department to any location or incident within the territory of Fresno County Ambulance Service Zone G as shown in Exhibit B-1. In addition, upon request of the County EMS Communications Center, Contractor shall, to the extent consistent with its primary responsibility to provide

Exhibit A

prehospital emergency medical services in the area of Exhibit B-1, render all reasonable “mutual aid” to those providers of emergency medical services operating within the adjacent Service Zone Areas in order to ensure that timely emergency medical services are rendered to persons in need of such services within those areas.

4. Staffing and Wages in Conformance with H&S Code 1797.230

A. Contractor shall provide for the payment of comparable wages and benefits to all ambulance service employees that are generally consistent with those provided to ambulance service employees in the County of Fresno and surrounding counties.

B. Contractor shall maintain staffing levels consistent with staffing levels outlined in previous contracts between the parties.

5. Services to be Provided and Performance Standards

A. Contractor shall provide appropriate ambulance, paramedic, and medical equipment and personnel, except as set forth in this Agreement, in order to furnish “Advanced Life Support” (ALS) and “Basic Life Support” (BLS) services to persons within the area defined in Exhibit B-1 on a non-exclusive, on-call basis, twenty-four (24) hours per day, seven (7) days per week.

“Advanced Life Support” services shall mean special services designed to provide definitive prehospital emergency medical care, including, but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs and other medical preparations, and other specified techniques and procedures administered by authorized personnel under direct supervision of a base station hospital or according to approved written protocols.

“Basic Life Support” services shall mean emergency first aid and cardiopulmonary resuscitation procedures which, as a minimum, includes recognizing respiratory and cardiac arrest and starting the proper application of cardiopulmonary resuscitation to maintain life without invasive techniques until the patient may be transported or until advanced life support is available.

Exhibit A

B. Response Areas and Performance Standards

1) Metropolitan Response Area

The Metropolitan Response Area is defined as that area within the corporate limits of the City of Selma plus an area within one (1) statutory mile of said corporate limits, which is shown in Exhibit B-2, attached hereto and incorporated herein by this reference.

2) Rural Response Area

The Rural Response Area is defined as that area beyond the Metropolitan Response Area limits, which is shown in Exhibit B-3, attached hereto and incorporated herein by this reference.

3) Response Time Performance Standards

Response time standards for the abovementioned areas are defined in Exhibit D, attached hereto and by this reference incorporated herein.

4) The required response times under this Agreement are measured from the time Contractor is alerted for a response to the time that Contractor arrives at scene in a fully staffed and equipped emergency ambulance unit. County provides Contractor with significant flexibility in Contractor's methods of providing said services in order to achieve minimum results required under this Agreement. This is based upon Contractor's commitment to perform to the response time standards required under this Agreement. Therefore, a deficiency or an error by Contractor in one or more phases of its operations (e.g., vehicle deployment plan and basing model, and vehicle maintenance) shall not be the basis for the EMS Agency granting an exception to Contractor for its performance in another phase of its operation (e.g., response time performance). Required response times shall be measured in minutes and seconds, and shall be time stamped by the EMS Agency's computer aided dispatch (CAD) system consistent with the requirements herein.

County and the EMS Agency recognizes that dispatch operations are not a responsibility or under the control of Contractor. County and the EMS Agency acknowledge that Contractor is not to be held responsible for delays that may occur due

Exhibit A

to dispatching, and the Contractor acknowledges that the County EMS Communications Center requires adequate time to process each request (e.g., time from request received to the time of unit alert). County agrees to monitor the County EMS Communications Center to ensure that its dispatch performance remains within the standards developed by County and the local EMS Agency.

The EMS Agency may grant exemptions from response time performance requirements stated herein, on case-by-case basis, for calls where weather conditions, multi-casualty incidents, or other situations beyond the Contractor's control cause unavoidable delay. All such calls shall be individually examined by the EMS Agency as to system status plan and staffing levels, dispatch and in-service times, and other influencing factors (e.g., weather conditions), and if the circumstances warrant, the EMS Agency may authorize the exclusion of such calls when measuring performance requirements. Exclusion of a call under this paragraph means that a late call which has received approval for an appeal will not count as an on-time response. Therefore, it is excluded from the database for the purpose of fractile performance calculation (i.e., performance measured by fractions of a minute or hour).

In order to be eligible for such exemption, the Contractor shall notify the EMS Agency within a reasonable amount of time of the occurrence. Equipment failure, personnel error, or lack of a nearby ambulance does not constitute grounds for exemption from response time performance requirements.

a. "At Scene"

Shall be defined as the moment when the assigned emergency ambulance unit is physically at or within one hundred (100) feet of the scene. In instances where the emergency ambulance unit responds to a location other than the scene (e.g., staging area), arrival "at scene" shall be the time such unit arrives at, or is within one hundred (100) feet of, the designated staging location

b. Failure to Report "At Scene"

In instances when emergency ambulance units fail to report "at scene," the time of the next communications by those units with the County EMS

Exhibit A

Communications Center shall be used as the “at scene” time. However, Contractor may appeal such instances when it can document the actual arrival time through another means (e.g., non-Contractor first responder communication recording and automatic vehicle locator).

c. Unit Cancelled Prior to Arrival “At Scene”

Required response time standards do not apply to instances where Contractor is cancelled prior to arrival “at scene”.

5) Performance Indicators for Alerting and Initiating Response

The following performance indicators shall be used to evaluate the timeliness of Contractor’s field operations (from time of unit alert to time “at scene”) in response to requests that require an immediate dispatch (Priorities 1 and 2) or an urgent dispatch (Priorities 3 and 4). Such performance indicators are not used as standards for enforcing Contractor’s compliance with required response time standards under this Agreement. Rather, they are utilized as a means of determining whether Contractor meets the criteria for an exception to response time standards and for evaluating the need for more in-depth Quality Improvement review by the EMS Agency and/or Contractor of Contractor’s services.

a. Crew Response Phase (Priorities 1,2,3, and 4)

For requests for immediate responses (Priorities 1 and 2) and urgent responses (Priorities 3 and 4), the “Chute Time” is the measurement of elapsed time from “unit alert” to the time that all crewmembers are in the ambulance unit, begin response, and report on radio to the County EMS Communications Center of “unit enroute.” For Contractor’s primary ambulance units, the maximum permissible Chute Time shall be one hundred twenty (120) seconds or less. This performance indicator is a performance measurement of Contractor’s performance separate from any other performance standard in this Agreement. “Unit Alert” shall be defined as the moment the County EMS Communications Center alerts Contractor’s emergency ambulance unit for a response.

6) Ambulances shall be staffed and equipped at the appropriate response level for the response incident (Advanced Life Support or Basic Life Support). The Contractor may utilize its own discretion on resource management with regard to advanced life

Exhibit A

support (paramedic) ambulance units. The Contractor may operate a single-tiered system - utilizing advanced life support (paramedic) ambulance units for all responses or the Contractor may operate a multi-tiered system - staffing different types of units with different staffing levels in order to service the various types of responses. The Contractor has the operational flexibility to operate under either model in order to provide a cost-effective system. However, the Contractor's obligation to perform its minimum performance requirements under this Agreement to the reasonable satisfaction of the County and the EMS Agency shall not be lessened if Contractor elects to operate a multi-tiered system - that is, the Contractor shall in any event be responsible to provide an appropriately staffed and equipped ambulance unit, as defined in the EMS Agency Policy and Procedures.

The EMS Agency requirement for staffing of advanced life support (paramedic) units is a minimum of one (1) currently California-licensed and locally-accredited paramedic and one (1) currently trained and locally certified EMT. The minimum staffing for a BLS unit is two (2) locally certified EMTs.

The utilization of BLS ambulances as a part of a multi-tiered system, and, in the case of incidents which require the response of an advanced life support (paramedic) ambulance unit, the Contractor utilizes BLS ambulances in conjunction with non-transport advanced life support (paramedic) units, the following standards shall apply:

a. Rendezvous between BLS ambulance units and advanced life support (paramedic) units shall be initiated according to the standards described in EMS Policy #510; and

b. Such BLS ambulance personnel shall adhere to EMS Agency Policy and Procedures regarding treatment and the urgency of transport. Patient transport shall not be inappropriately delayed, contrary to EMS Agency Policy and Procedures, in order to wait for the arrival of a non-transport advanced life support (paramedic) unit in order to prevent the levy of liquidated damages regarding a BLS response.

c. BLS level ambulances for services under this Agreement shall be equipped and staffed at the BLS-defibrillation level.

Exhibit A

7) CONTRACTOR shall make (and shall maintain for 180 days) a digitally recorded copy of all requests for medical aid through the designated public service answering point.

8) Contractor shall, consistent with County EMS Policies and Procedures, develop, collect, maintain and transmit to County data regarding its delivery of services hereunder.

9) Contractor shall utilize and maintain an electronic patient care reporting (ePCR) system and provide data to the EMS Agency and the California EMS Information System (CEMSIS) in accordance with H&S code 1797.227

10) Contractor shall notify the County EMS Communications Center immediately upon receipt of calls for medical aid and/or transportation and attempt to forward medical 911 calls to the County EMS Communications Center to allow for telephone medical pre-arrival instructions.

11) Contractor shall make and maintain radio contact with the County EMS Communications Center on the County EMS Med-Net System for the purpose of tracking and data collection.

12) Contractor agrees to provide an internal quality improvement program, which adheres to the County EMS System and is consistent with the minimum standards of the County EMS Policies and Procedures.

6. Equipment and Personnel

Contractor shall furnish, operate, maintain and replace, as necessary, any and all items of equipment, apparatus and supplies, whether real, personal, or otherwise, and qualified personnel as may be necessary to fulfill its obligations under this Agreement. As between the County and Contractor, title to all such equipment, apparatus and supplies furnished by Contractor shall remain at all times in Contractor and personnel assigned to the performance of this Agreement are and shall remain employees or volunteers or contractors of Contractor.

Exhibit A

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Exhibit C

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.
- (F) **Molestation Liability.** Sexual abuse / molestation liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, with an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis.
- (G) **Technology Professional Liability (Errors and Omissions).** Technology professional liability (errors and omissions) insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and in the aggregate. Coverage must encompass all of the Contractor's obligations under this Agreement, including but not limited to claims involving Cyber Risks.

Exhibit C

- (H) **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

Definition of Cyber Risks. "Cyber Risks" include but are not limited to (i) Security Breach, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) data breach; (iii) breach of any of the Contractor's obligations under [identify the Article, section, or exhibit containing data security obligations] of this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) payment card liabilities and costs; (ix) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach response costs, including Security Breach response costs; (xx) regulatory fines and penalties related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

If the Contractor is a governmental entity, it may satisfy the policy requirements above through a program of self-insurance, including an insurance pooling arrangement or joint exercise of powers agreement.

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County of Fresno, Department of Public Health, P.O. Box 11867, Fresno, CA 93775, Attention: Contracts Section – 6th Floor, or email, DPHContracts@fresnocountyca.gov, certificates of insurance and endorsements for all of the coverages required under this Agreement.

- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
- (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability

Exhibit C

insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.

- (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
- (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.
- (v) The technology professional liability insurance certificate must also state that coverage encompasses all of the Contractor's obligations under this Agreement, including but not limited to claims involving Cyber Risks, as that term is defined in this Agreement.
- (vi) The cyber liability insurance certificate must also state that it is endorsed, and include an endorsement, to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

(B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.

(C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.

(D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.

(E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely

Exhibit C

responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.

- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.
- (G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.
- (H) **Contractor's Personnel.** The insurance requirements of this Exhibit C shall apply to Contractor's personnel during their performance of any activity which is the subject of this Agreement hereto, including, but not limited to, their participation in clinical education programs and prehospital experience while assigned to a separate paramedic ground ambulance provider.

Exhibit D

Response Time Standards

| Zone | Priority | Minimum Response Time | Cumulative Standard | Frequency |
|-------------|----------|-----------------------|---------------------|-----------|
| Metro Zone | 1 & 2 | 9 minutes | 90% | Monthly |
| Metro Zone | 3 & 4 | 20 minutes | 90% | Monthly |
| Metro Zone | 5 | 30 minutes | 90% | Monthly |
| Rural Zone | 1 & 2 | 20 minutes | 90% | Quarterly |
| Rural Zone | 3 & 4 | 30 minutes | 90% | Quarterly |
| Rural Zones | 5 | 40 Minutes | 90% | Quarterly |

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

June 17, 2024

ITEM NO: E.

SUBJECT: Consideration of a Resolution awarding a contract to VSS International, Inc. for the FY23/24 Selma Street Sealing Project

BACKGROUND: The FY23/24 Selma Street Sealing Project (“Project”) is a street paving maintenance project included in the current 10-Year Capital Improvement Plan (“CIP”) budgeted for construction this fiscal year. The Project includes the application of a Chip Seal for specific street segments identified based on Pavement Condition Index (“PCI”) and visual inspections by City Staff. The street segments included in this Project are Park Street east of Sheridan Street, Grove Street between Orange Avenue and Locust Street, and Fourth Street between Grove Street and Tucker Avenue. The Project also includes strategic removal and replacement of existing asphalt with a new five-inch asphalt section to repair localized areas of pavement deterioration. The Project includes crack filling for existing asphalt prior to application of the chip seal. Pavement striping and markings will be re-striped after the application of the asphalt maintenance.

The initial scope for the rehabilitation of Park Street included the segment between Thompson Avenue and Sheridan Street. This segment was determined to require additional pavement rehabilitation and was removed from this Project and included in the separate FY23/34 Pavement Rehabilitation Project.

DISCUSSION: The Project was advertised for bid on May 15 and May 22, 2024. Bids were received from two (2) contractors on May 30, 2024 as follows:

| Contractor | Bid Amount |
|-------------------------|-------------------|
| VSS International, Inc. | \$221,000.00 |
| Pavement Coatings Co. | \$235,113.00 |
| Engineers Estimate | \$235,000.00 |

The bids were analyzed, and it was determined that VSS International, Inc. submitted the lowest responsive and responsible base bid and as such, Staff recommends that they be awarded the contract.

FISCAL IMPACT:

The estimated cost for the construction phase of the project is \$276,250.00, as detailed below:

| | |
|-----------------------------------------------------|-----------|
| Construction | \$221,000 |
| Construction Contingency (10% of Construction only) | \$22,100 |
| Construction Management/Inspection/Testing/Admin | \$33,150 |
| Total | \$276,250 |

The Adopted Budget for the fiscal year 2023/24 included funding for the Park Street Sealing Project for \$469,000 from Fund 213 – Local Traffic Funds (LTF) and funding for the Grove & 4th Cape Seal Project for \$240,000 from Fund 211 – Gas Tax. The unused budgeted funds for this Project will be utilized with the upcoming FY 23/24 Pavement Rehabilitation Project.

| | |
|-------------------------------------|-------------------|
| <u>/s/</u> | <u>06/06/2024</u> |
| David Horn City Engineer | Date |
| <u>/s/</u> | <u>06/06/2024</u> |
| Jerome Keene Deputy City Manager | Date |
| <u>/s/</u> | <u>06/06/2024</u> |
| Fernando Santillan City Manager | Date |

RESOLUTION NO. 2024-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA AWARDING CONTRACT FOR FISCAL YEAR 2023/2024 SELMA
STREET SEALING PROJECT**

WHEREAS, The City Council designated the FY23/24 Selma Street Sealing Project (“Project”) as critical infrastructure required to maintain the asphalt paving for specific street segments; and,

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

WHEREAS, the City budgeted funds from Fund 213 – Local Traffic Funds (LTF) and Fund 211 – Gas Tax in the amount of \$709,000 for the construction of the Project; and,

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

WHEREAS, the bids were opened on Thursday, May 30, 2024;

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

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 FY23/24 Selma Street Sealing Project is awarded to VSS International, Inc., at a cost of \$221,000.00;
3. Approve a 10% Construction Contingency in the amount of \$22,100;
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 17th day of June, 2024 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

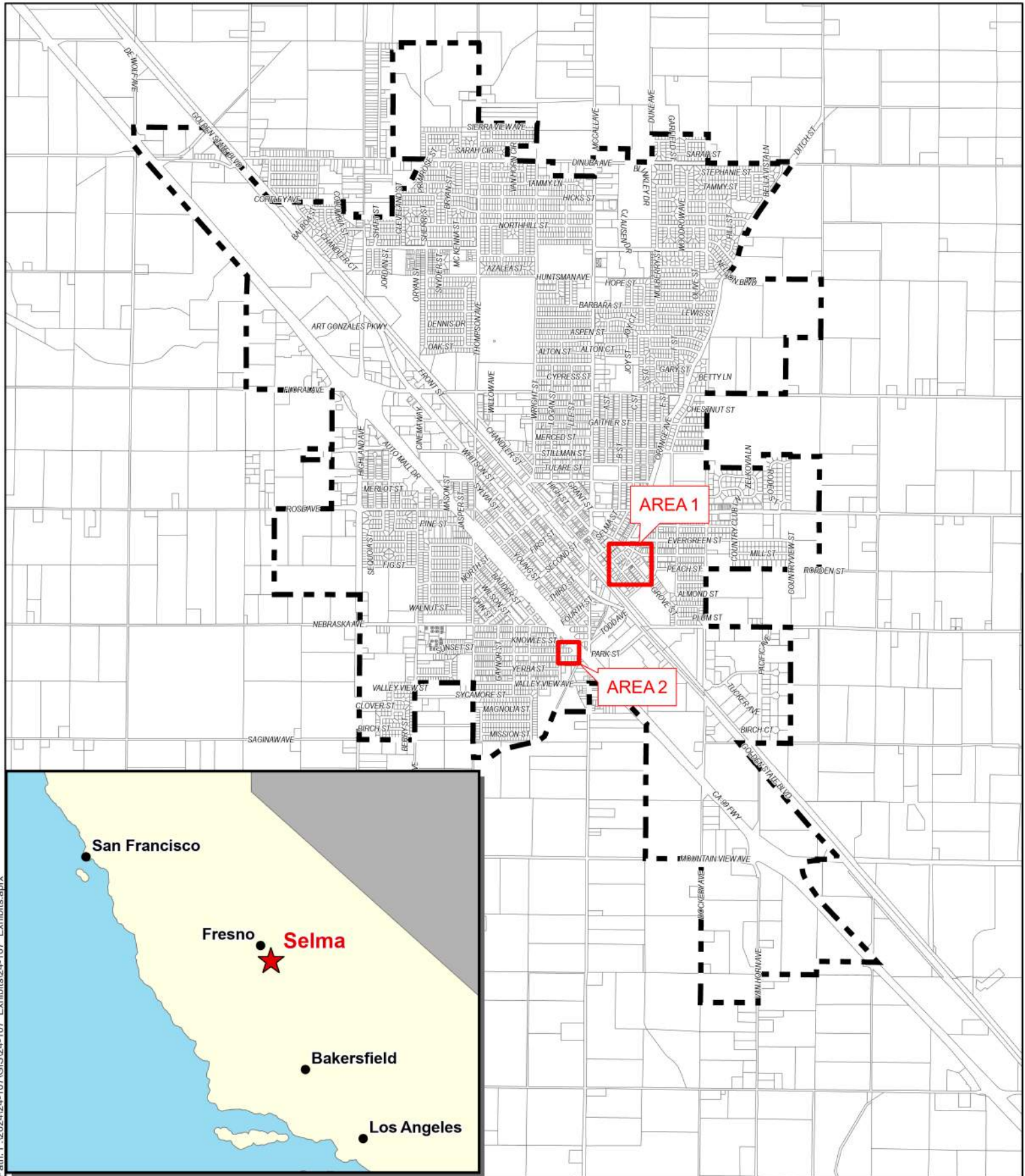
ABSENT: COUNCIL MEMBERS:

(Signatures on the following page)

Scott Robertson
Mayor

ATTEST:

Reyna Rivera
City Clerk



Legend

 Repair Area Boundaries

0 1,450 2,900
Feet

FY 23/24 Selma Street Sealing Project
Project Location Map

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





Document Path: F:\2024\24-107\GIS\24-107 Exhibit\24-107 Exhibit.aprx



 Chip Seal (4,296 SY)

0 100 200 Feet

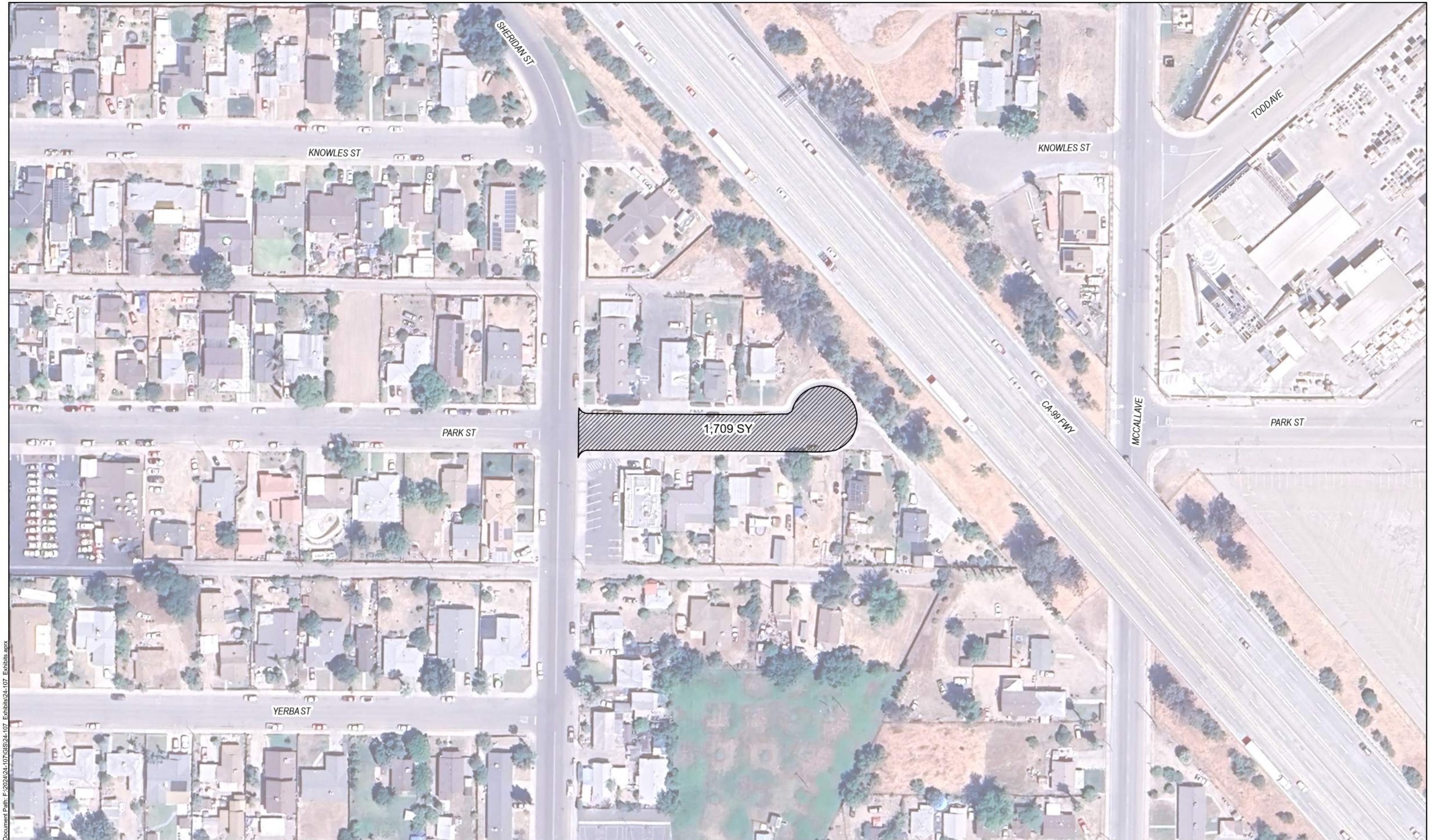
June 17, 2024 Council Packet

Repair Area 1

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



Page 60



Document Path: F:\2024\24-107\GIS\24-107 Exhibit\24-107 Exhibit.aprx



 Chip Seal (1,709 SY)

0 100 200 Feet

June 17, 2024 Council Packet

Repair Area 2

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



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

June 17, 2024

ITEM NO: F.

SUBJECT: Consideration of a Resolution Authorizing the City Manager or Designee to Execute a Non-Exclusive Franchise Tow Agreement with Express Towing

BACKGROUND: The Selma Police Department requires non-consensual vehicle towing services and desires to enter into the Agreement for those services with; Express Towing. Express Towing operates their respective business in the City of Selma and has provided towing services for the Selma Police Department in the past.

The towing services include the storage and impound of vehicles that are authorized by Selma Police Officers. Each of the tow companies that operate in Selma are on a rotation list and are summoned by a Selma Police Department Dispatcher when tow services are needed.

Tow truck drivers must be employees of the Tow Operator. It is the responsibility of the Tow Operator to ensure that all tow truck drivers responding to calls initiated by the Selma PD are qualified and competent. The Tow Operator shall be responsible to ensure that all tow truck drivers are properly licensed, insured, trained, and proficient in the use of the tow truck, related equipment, for the safe recovery and towing of the various calls and vehicles under this Agreement. It is the responsibility of the Tow Operator to maintain, at a minimum, the following information for each employee tow truck driver:

- a. Full legal name.
- b. Date of birth.
- c. California driver's license number.
- d. Copy of valid medical certificate, if required.
- e. Job title/description.
- f. Current home address.
- g. Current home phone number.
- h. Type(s) of truck(s) and equipment, the driver has/have been trained to operate.
- i. Current Pull Notice as required by California Vehicle Code 1808.1.

Each Tow Operator is required to pay their annual business license to the City of Selma.

The Selma Finance Department invoices each Tow Operator at the end of the month for a towing fee of \$40.00 per tow.

DISCUSSION: This five-year agreement allows the Selma Police Department to continue the use of tow services of towing companies who have valid towing operating permits that are required by the State of CA.

FISCAL IMPACT: There is no negative fiscal impact associated with this agreement.

RESOLUTION NO. 2024 –__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA,
CALIFORNIA APPROVING AND AUTHORIZING THE CITY MANAGER OR HIS
DESIGNEE TO EXECUTE AN AGREEMENT WITH EXPRESS TOWING**

WHEREAS, the City of Selma would like to enter into a five-year Non-Exclusive Franchise Tow Agreement with Express Towing for providing towing services for the Selma Police Department; and

WHEREAS, there are no fees associated with this Tow Agreement; and

WHEREAS, the City of Selma will have additional towing services for the Selma Police Department; 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 City Council hereby approves the Agreement with Express Towing.
3. The City Manager or designee is authorized to execute all necessary documents.
4. **Severability.** The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.
5. **Effective Date.** That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Selma held on the 17th day of June 2024 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"

AGREEMENT FOR NON-EXCLUSIVE FRANCHISE FOR TOW SERVICES

This Non-Exclusive Tow Service Franchise Agreement (hereinafter referred to as the "Agreement") is entered into this 17th, day of June 2024 ("Commencement Date"), at Selma, California, between the City of Selma, a municipal corporation ("City") and Express Towing ("Tow Operator").

WITNESSETH

WHEREAS, City requires non-consensual vehicle towing services and desires to enter into the Agreement for those services; and

WHEREAS, City has the authority under state and federal law to regulate a tow franchise within its boundaries and to charge a reasonable fee to reimburse the City for the costs of administering such franchise; and

WHEREAS, Tow Operator desires to enter into this Agreement to provide such non-consensual towing services to City; and

WHEREAS, Tow Operator agrees that the City has the authority to enforce the terms and conditions of this Agreement and to charge the fees as adopted and amended from time to time by resolution of the City Council.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual terms and covenants herein set forth, the parties agree as follows:

Section 1. Definitions.

a. "Agreement" means the Agreement for Non-Exclusive Franchise for Tow Services entered into between the City and Tow Operator.

b. "Franchise Referral Fee" means a fee charged to Tow Operation for each service call to compensate the City for costs borne by the City related to non-consensual vehicle towing under this agreement.

c. "Franchise Tow Policy" means the franchise tow policy of the Selma Police Department.

d. "Rotation List" means a call rotation list maintained by the Selma Police Department.

e. "Selma Police Department ("SPD")" is the designated City Department to administer the Agreement.

f. "Tow Operator" means the tow service provider and duly authorized employees, agents, assigns or designees.

Section 2. Agreements. Tow Operator agrees to observe, comply, and stay fully informed of and shall cause any and all persons employed by it or under its control to observe and comply with all terms and conditions of this Agreement, the SPD Franchise Tow Policy, all local, state and federal laws, orders and decrees in any manner and to pay all fees required by this Agreement.

Section 3. Franchise Referral Fee. Tow Operator agrees to pay the Tow Referral Fee of \$40.00 per tow as set and amended from time to time by the City Council of the City of Selma for each Service Call pursuant to this Agreement. The Selma Finance Department will invoice the Tow Operator at the end of each month for a towing fee of \$40.00 per tow.

Section 4. Term and Termination.

a. This Agreement shall be effective for a period of five (5) years from the Commencement Date.

b. This Agreement may be terminated immediately upon written notice by either party to the Agreement given to the other party at the address or facsimile number in Section 16 of this Agreement.

Section 5. Voluntary. Participation in the Agreement and inclusion on the Rotation List is voluntary, however, agreeing to and complying with the terms and conditions of the Agreement is mandatory for inclusion on the Rotation List for non-consensual towing within the boundaries of the City of Selma.

Section 6. Independent Contractor. Tow Operator is an independent contractor and not an officer, agent, servant, or employee of the City. Tow Operator is fully responsible for the acts and/or omissions of its officers, agents, employees, contractors or representatives. Nothing in this Agreement shall be construed as creating a partnership or joint venture between the City and Tow Operator. Neither Tow Operator nor its officers, employees, agents, contractors, or representatives shall obtain any right to retirement for other benefits that have accrued to City employees.

Section 7. Rotation List. The SPD shall maintain and utilize a Rotation List for the equitable distribution of tow calls. The Rotation List will be created, maintained and utilized under the terms and conditions set forth in the Franchise Tow Policy. SPD has the right to skip the order of the rotation list when necessary.

Section 8. Drivers. Tow truck drivers must be employees of the Tow Operator. It is the responsibility of the Tow Operator to ensure that all tow truck drivers responding to calls initiated by the SPD are qualified and competent. The Tow Operator shall be responsible to ensure that all tow truck drivers are properly licensed, insured, trained, and proficient in the use of the tow truck, related equipment, for the safe

recovery and towing of the various calls and vehicles under this Agreement. It is the responsibility of the Tow Operator to maintain, at a minimum, the following information for each employee tow truck driver:

- a. Full legal name.
- b. Date of birth.
- c. California driver's license number.
- d. Copy of valid medical certificate, if required.
- e. Job title/description.
- f. Current home address.
- g. Current home phone number.
- h. Type(s) of truck(s) and equipment, the driver has/have been trained to operate.
- i. Current Pull Notice as required by California Vehicle Code 1808.1.

Additionally, it shall be the responsibility of the Tow Operator to provide current copies of the above information to the SPD Operations Commander for each employee tow truck driver for the term of this Agreement.

Section 9. Rates and Fees for Towing and Storage.

a. Rates and fees for towing and storage shall be defined in the Franchise Tow Policy and shall not exceed the amount set and amended from time to time by resolution of the City Council.

Section 10. Tow Truck Classification.

a. Class B Tow Trucks. Class B tow trucks with a gross vehicle weight requirement (GVWR) of less than 26,001 pounds shall be allowed on the Rotation List.

b. Other Tow Classifications. Other class two trucks, including Class C and Class D are not subject to this Agreement.

Section 11. Storage Facilities. Storage facilities shall comply with all local, state and federal laws, including but not limited to, the City of Selma Zoning Ordinance, the California Vehicle Code, and the terms and conditions of the Franchise Tow Policy.

Section 12. Inspections. Tow Operator shall arrange with the California Highway Patrol ("CHP") Annual Inspections of all tow trucks, including, but not limited to any new or replacement tow truck vehicles prior to placing them into service. The Tow Operator shall provide proof that all tow trucks have been inspected by the CHP by providing current inspections on all tow trucks to the SPD Operations Commander. The SPD may conduct additional inspections without notice during normal business hours and/or before or during any special operations. Any tow truck that fails inspection shall

not be placed into service under the terms of this Agreement until said tow truck has been reinspected and passed reinspection.

Section 13. Insurance. It shall be the sole responsibility of Tow Operator to procure and maintain for the duration of this Agreement, or longer if required, insurance against all claims for injuries to persons or damages to property which may arise out of or in the course of the performance of the activities set forth in this Agreement by Tow Operator, their agents, representatives, or employees. The City reserves the right to alter, amend, increase or otherwise modify the insurance requirements stated herein.

a. Minimum scope of insurance coverage shall be at least as broad as:

General Liability Insurance Coverage Broad Form Comprehensive General Liability Occurrence Form. Coverage is to be equal to insurance services office (ISO), Commercial General Liability Insurance which shall be on the most current version of ISO, Commercial Liability Coverage Form CG 00 01 and include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operation, including the use of owned and non-owned equipment, products and completed operations, and contractual liability, including, without limitation, indemnity obligations under the contract, with limits of not less than the following:

1. \$1,000,000 per occurrence for bodily injury and property damage;
2. \$1,000,000 per occurrence for personally injury and advertising injury;
3. \$1,000,000 per occurrence for products and completed operations;
4. \$1,000,000 aggregate for products and completed operations;
5. \$1,000,000 general aggregate applying separately to work performed under the Agreement;
6. \$1,000,000 for garage keepers/storage facilities;
7. \$1,000,000 on-hook/cargo.

b. Commercial Automobile Liability insurance which shall be on the most current version of ISO Business Auto Coverage Form CA 00 01, and include coverage for all owned, hired and non-owned vehicles or other licensed vehicles with limits of not less than \$1,000,000 per accident for bodily injury and property damage.

c. Employer's Liability insurance with minimum limits of \$1,000,000.

d. Worker's Compensation. Worker's Compensation insurance shall be maintained as required under the California Labor Code. Vendor shall submit to

City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

e. Verification of Coverage. Tow Operator shall provide current copies of certificates of insurance or policy declarations to the SPD Operations Commander.

f. Vendor's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies.

Section 14. Police Chief. The Police Chief of the City of Selma Police Department or his/her designee shall have the authority to promulgate administrative rules and procedures necessary for the successful and effective implementation of this Agreement. Those administrative rules and procedures shall be contained in the Franchise Tow Policy.

Section 15. Financial Interest. No tow operator, nor any of its employees or agents shall have any interest, nor shall they acquire any interest, direct or indirect involving the towing-related business of any other tow operator including ownership or operation of towed vehicle storage facilities within the City. The sale or transfer of the controlling interest in a tow operator shall immediately terminate this Agreement. A new owner may apply, under the terms of the Franchise Tow Policy, for a non-exclusive franchise from the City.

Section 16. Notices.

a. Any notice required or intended to be given to either party under the terms of this Agreement, including, but not limited to, notice of termination of the Agreement, shall be in writing and shall be deemed to be duly given if delivered personally, deposited in the United States mail, with postage prepaid or when sent by facsimile and deposited in the United States mail, postage prepaid. It is the Tow Operator's responsibility to inform the SPD Operations Commander of any changes of address or contact information. Notice to the Tow Operator shall be deemed properly delivered when it is delivered personally or deposited in the United States mail, with postage prepaid, to the Tow Operator's address on record with the SPD Operations Commander.

b. Notices to the City shall be sent to:

City of Selma Police Department
Attention: SPD Operations Commander
2055 Third Street
Selma, CA 93662

c. Notices to the Tow Operator shall be sent to:

Express Towing
2020 High Street
Selma, CA 93662

Section 17. Waiver. The waiver by either party of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach or violation of the same or any other provisions. The acceptance of any monies that become due hereunder shall not be deemed to be a waiver of any pre-existing or concurrent breach or violation by other parties of any other provision to this Agreement.

Section 18. Entire Agreement. This Agreement is the entire agreement between the parties, and supersedes any prior agreement, representation, negotiation or correspondence between the parties except as expressed in this Agreement or otherwise provided in this Agreement. No subsequent change or addition to this Agreement shall be binding unless in writing and signed by the parties to this Agreement.

Section 19. Severability. If any of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegalities, or unenforceability shall not affect any other provisions of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained in this Agreement.

Section 20. Amendments. This Agreement may be amended or modified only upon written agreement and signed by the parties hereto.

Section 21. Fees and Gratuities. Tow Operator shall not nor shall permit any of its employees, agents, contractors, or representatives to request, solicit, demand or accept, either directly or indirectly, any compensation or gratuity for services otherwise required to be performed by Tow Operator under this Agreement.

Section 22. Choice of Law, Venue and Attorney's Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of California. In the event that litigation between the parties, venue in the state trial courts shall lie exclusively in the County of Fresno. In the event that either party hereto institutes an action or proceeding for the enforcement of any of their rights in and under this Agreement or if either party is involuntarily enjoined in an action or proceeding involving the other party, the prevailing party in such action shall be entitled to recover from the other party all reasonable costs incurred by the prevailing party in such action, including actual costs and attorney's fees.

Section 23. Indemnification. To the fullest extent permitted by law, Tow Operator hereby agrees to indemnify, hold harmless, protect, and defend, the City,

SPD, and their agents, employees, contractors and representatives from and against any claims, causes of action, liabilities, losses, and damages, whether foreseeable or unforeseeable, arising directly or indirectly out of or from the performance of this Agreement. The provisions of this section shall survive the termination, cancellation, or expiration of this Agreement.

Section 24. Non-Liability of City Officials. No member of the City Council, the City Manager, SPD, or any other official or authorized employees, or agents of the City shall be personally responsible for any damage or liability resulting from the performance or non-performance of or any act or omission by Tow Operator, employees, agents, officers, or other persons, pursuant to this Agreement, without regard to whether acts or omissions were negligent, intentional, or willful.

Section 25. Maintenance of Records. Tow Operator shall maintain and make available for inspection by the SPD records related to this Agreement as specified in the Franchise Tow Policy including, but not limited to, tow slips, invoices, and business records. The SPD may inspect all tow operator records without notice during normal business hours.

Section 26. Assignment. Neither party shall assign or delegate any part of this Agreement without the written consent of the other party.

TOW OPERATOR:

Dated: _____, 20____

Hector Valdez, Owner

APPROVED AS TO FORM:

Attorney for Tow Operator

CITY:

CITY OF SELMA

Dated: June 17, 2024

By: _____
Rudy Alcaraz, Police Chief

APPROVED AS TO FORM:

Megan Crouch, City Attorney

CHECK REGISTER REPORT

| CHECK NUMBER | CHECK DATE | STATUS | VENDOR NAME | CHECK DESCRIPTION | CATEGORY | AMOUNT |
|--------------|------------|---------|--------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------|
| 84327 | | Void | | FIN -PROVIDED NEW BANK INFORMATION TO CALIFORNIA DEPT. OF TAX & FEE FOR FUTURE PAYMENTS | | |
| 84328 | 05/29/24 | Printed | 4CREEKS, INC. | COMM DEV -PLAN CHECK, CAMACHO TIRE SPR 23-17, STARBUCKS SPR 23-08 | | 3,219.15 |
| 84329 | 05/29/24 | Printed | A&S PUMP SERVICE | PW -REPLACE PROBE & CONTROLLER SHAFER PARK STORM PUMP | | 7,567.28 |
| 84330 | 05/29/24 | Printed | ARAMARK UNIFORM | PW -UNIFORMS/TOWELS/FIRST AID 1927 W FRONT | | 253.98 |
| 84331 | 05/29/24 | Printed | ASBURY ENVIRONMENTAL SERVICES | FLEET -DRAINED USED OIL AND GAS FILTERS | | 55.00 |
| 84332 | 05/29/24 | Printed | ASCAP | ART C -MUSIC LICENSING | | 937.23 |
| 84333 | 05/29/24 | Printed | AT&T | ADMIN -CITY HALL FAX 896-1064 05/2024 | | 43.27 |
| 84334 | 05/29/24 | Printed | AT&T | FIN -INTERNET EXPLORER BLDG/WEED & SEED 5/11-6/10/24 | | 84.89 |
| 84335 | 05/29/24 | Printed | AT&T | FIN -PD PHONE TREE 1935 E. FRONT 4/12/24-5/11/24 | | 200.90 |
| 84336 | 05/29/24 | Printed | AT&T | ADMIN -TELEPHONE 4/4/24-05/3/24 | | 1,715.10 |
| 84337 | 05/29/24 | Printed | AT&T | FIN -PD REPEATER SYSTEM FOWLER 4/4/24-5/3/24 | | 116.10 |
| 84338 | 05/29/24 | Printed | AT&T | FIN -PD REPEATER SYSTEM KINGSBURG 4/4/24 -5/3/24 | | 111.00 |
| 84339 | 05/29/24 | Printed | AT&T | ADMIN -FAX LINE 896-1068 4/12/24-5/11/24 | | 56.79 |
| 84340 | 05/29/24 | Printed | AT&T | FIN -PD FAX LINE 896-8839 04/12/24-5/11/24 | | 96.06 |
| 84341 | 05/29/24 | Printed | AT&T MOBILITY | FIN -PD MDT'S 3/12/24-4/11/24 | | 1,780.90 |
| 84342 | 05/29/24 | Printed | AT&T MOBILITY | FIN -PD MDT'S 4/1/24-04/30/24 | | 389.07 |
| 84343 | 05/29/24 | Printed | AT&T MOBILITY | FIN -PD MDT'S 4/12/24-5/11/24 | | 1,780.90 |
| 84344 | 05/29/24 | Printed | JUAN AVILA | REC -BALL FIELD SUPPLIES REIMBURSEMENT | R | 64.80 |
| 84345 | 05/29/24 | Printed | BENNY BACA | PW -RECHARGED WEED & SEED UNITS WITH FREON | | 4,370.00 |
| 84346 | 05/29/24 | Printed | MARISA SANCHEZ BENNETT | ART C -MATILDA AERIAL CHOREOGRAPHER & TRAPEZE RENTAL | | 350.00 |
| 84347 | 05/29/24 | Printed | BOUND TREE MEDICAL LLC | FD -MEDICAL SUPPLIES | | 61.34 |
| 84348 | 05/29/24 | Printed | CALIFORNIA PARK & RECREATION | REC -MEMBERSHIP RENEWAL FOR L. MARTINEZ | | 185.00 |
| 84349 | 05/29/24 | Printed | CALIFORNIA STATE CONTROLLERS | FIN -UNCLAIMED PROPERTY | | 132.00 |
| 84350 | 05/29/24 | Printed | CALIFORNIA TURF EQUIPMENT & | PW -EDGE TRIMMER LINE | | 257.59 |
| 84351 | 05/29/24 | Printed | ROD CARSEY | BLDG -PLAN CHECK REVIEW APRIL 2024 | | 4,755.64 |
| 84352 | 05/29/24 | Printed | CENCAL AUTO & TRUCK PARTS, INC | FLEET -A/C HEATER SELECTOR SWITCH/FLASHER TURN SIGNAL/AUTO PARTS/ENGINE MOUNT UNIT#1000 | | 666.00 |
| 84353 | 05/29/24 | Printed | CENTRAL SANITARY SUPPLY, LLC. | PW -JANITORIAL SUPPLIES | | 261.73 |
| 84354 | 05/29/24 | Printed | CIGNA HEALTH PLANS | FD -AMBULANCE OVERPAYMENT REIMBURSEMENT | | 781.07 |
| 84355 | 05/29/24 | Printed | MATTHEW COCHRAN | COMM DEV -TRAINING PER DIEM & MILEAGE REIMBURSEMENT | R | 612.20 |
| 84356 | 05/29/24 | Printed | COLLEGE OF THE SEQUOIAS | PD -REGISTRATION FOR THE 159TH INTENSIVE ACADEMY FOR CADETS | | 2,802.00 |
| 84357 | 05/29/24 | Printed | COMCAST | ADMIN -PD TO FCSO APRIL 2024 | | 728.40 |
| 84358 | 05/29/24 | Printed | COMCAST | ADMIN -INTERNET SERVICE MAY 2024 | | 833.77 |
| 84359 | 05/29/24 | Printed | CPCA | PD -CA POLICE CHIEFS ASSOCIATION DUES 2024-2025 | | 730.00 |
| 84360 | 05/29/24 | Printed | MIRIAM CRUZ | COMM DEV -CALBO ABM TRAINING PER DIEL & MILEAGE | R | 363.18 |
| 84361 | 05/29/24 | Printed | DATAPATH LLC | IT -MICROSOFT 365 BUSINESS PREMIUM APRIL 2024 | | 33,821.30 |
| 84362 | 05/29/24 | Printed | DELRAY TIRE | PW -TIRE MOUNT/DISMOUNT UNIT#8513 (SMEAL T111) | | 4,693.16 |
| 84363 | 05/29/24 | Printed | DELTA DENTAL OF CALIFORNIA | HR -DENTAL CLAIMS 5/2/24, 5/9/24, 5/16/24 | | 7,974.50 |
| 84364 | 05/29/24 | Printed | DEPARTMENT OF JUSTICE | PD -BLOOD ALCOHOL ANALYSIS APRIL 2024 | | 593.00 |
| 84365 | 05/29/24 | Printed | MATTEO DESANTIS | FD -RENT & CAM CHARGES FOR 1231 ROSE EMS STATION | | 1,621.05 |
| 84366 | 05/29/24 | Printed | EMPLOYMENT DEVELOPMENT DEPT. | ADMIN -UNEMPLOYMENT 1/1/24-3/31/24 | | 12,375.00 |
| 84367 | 05/29/24 | Printed | ENVIRONMENTAL SYSTEMS RESEARCH | COMM DEV -PLANNING EQUIPMENT SOFTWARE 3/11/24-3/10/25 | | 12,916.80 |
| 84368 | 05/29/24 | Printed | JAVIER EVARISTO | PW -TEMPORARY REPAIRS TO DAMAGED ROLL UP DOOR (FIRE STATION #1) | | 260.00 |
| 84369 | 05/29/24 | Printed | FRESNO COUNTY SHERIFF | PD -RMS/JMS/CAD/ ACCESS FEE CONTRACT# A-95-165 APRIL 2024 | | 486.00 |
| 84370 | 05/29/24 | Printed | FRESNO ECONOMIC OPPORTUNITIES | REC -SENIOR MEALS APR 2024 | | 1,191.05 |
| 84371 | 05/29/24 | Printed | FRESNO OXYGEN | FD -MEDICAL OXYGEN | | 392.89 |
| 84372 | 05/29/24 | Printed | MYAH GALVAN | ART C -MATILDA CO-STAGE MANAGER FEB-APRIL 2024 | | 200.00 |
| 84373 | 05/29/24 | Printed | ROBERTO GONZALEZ-RUBIO | FD -AMBULANCE OVERPAYMENT REFUND | | 100.00 |
| 84374 | 05/29/24 | Printed | GRENZ TPA INSURANCE ADMIN | HR -FIRE EMPLOYEE LIFE INSURANCE PREMIUMS | | 646.98 |
| 84375 | 05/29/24 | Printed | GRISWOLD, LASALLE, COBB, DOWD | ADMIN -LEGAL MONTHLY FLAT FEE/LEGAL SERVICES | | 19,509.41 |
| 84376 | 05/29/24 | Printed | HAAKER EQUIPMENT CO | PW -VACTOR TRUCK RENTAL 4/25-4/30/24 | | 5,809.50 |
| 84377 | 05/29/24 | Printed | HEALTHWISE SERVICES, LLC. | PD -38 GALLON PHARM KIOSK CONTAINER | R | 173.75 |
| 84378 | 05/29/24 | Printed | HENRY SCHEIN INC. | FD -MEDICAL SUPPLIES | | 1,790.56 |
| 84379 | 05/29/24 | Printed | HOWMEDICA OSTEONICS CORP. | FD -POWER LOAD REPAIR, LIFE PAK 15 MONITOR BATTERIES, GURNEY REPAIR, PREVENTATIVE MAINTENANCE ON LIFE PAK 15S, SHIELD REPLACEMENT LIFE PAK 15 MONITOR | | 9,595.28 |

CHECK REGISTER REPORT

| CHECK NUMBER | CHECK DATE | STATUS | VENDOR NAME | CHECK DESCRIPTION | CATEGORY | AMOUNT |
|-----------------|---------------|---------|--------------------------------|-----------------------------------------------------------------------------------------------------------------|-----------|-------------------------|
| 84380 | 05/29/24 | Printed | INDUSTRIAL SAFETY LLC | PW -MECHANIX WEAR GLOVES | | 325.70 |
| 84381 | 05/29/24 | Printed | J&A DRUG TESTING INC | HR -EMPLOYEE DRUG AND ALCOHOL TESTING | | 497.00 |
| 84382 | 05/29/24 | Printed | LACQUISHA JACKSON | ART C -CHOREOGRAPHER FOR BROTHER SIZE | | 300.00 |
| 84383 | 05/29/24 | Printed | SATWANT KAUR | FD -AMBULANCE OVERPAYMENT REIMBURSEMENT | | 105.00 |
| 84384 | 05/29/24 | Printed | KINGS INDUSTRIAL OCCUPATION | HR -PRE-EMPLOYMENT PHYSICALS & DRUG TESTS | | 1,304.93 |
| 84385 | 05/29/24 | Printed | LES SCHWAB TIRE CENTERS OF | FLEET -4 WHEEL ALIGNMENT FOR UNIT 224 | | 129.99 |
| 84386 | 05/29/24 | Printed | LEXISNEXIS COPLOGIC SOLUTIONS | PD -MONTHLY LICENSE 3/1/24-3/31/24 ONLINE REPORTING SYSTEM (DORS) | | 1,920.00 |
| 84387 | 05/29/24 | Printed | LIFE-ASSIST INC. | FD -MEDICAL SUPPLIES | | 1,281.07 |
| 84388 | 05/29/24 | Printed | LUPE MACIAS | COMM DEV -SUBDIVISION MAP ACT TRAINING MILEAGE REIMBURSEMENT | R | 222.44 |
| 84389 | 05/29/24 | Printed | MEDLINE INDUSTRIES, INC. | FD -MEDICAL SUPPLIES | | 11,623.40 |
| 84390 | 05/29/24 | Printed | MONIQUE MONTES | ART C -STAGE MANAGER | | 200.00 |
| 84391 | 05/29/24 | Printed | LEO MONTOYA | FD -EMT RECERTIFICATION REIMBURSEMENT | R | 82.00 |
| 84392 | 05/29/24 | Printed | MYERS STEVENS & TOOHEY & CO. | HR -POLICE EMPLOYEES LIFE INSURANCE PREMIUMS | | 684.00 |
| 84393 | 05/29/24 | Printed | LEE RUSSELL NELSON | FD -AMBULANCE OVERPAYMENT REIMBURSEMENT | | 135.89 |
| 84394 | 05/29/24 | Printed | ODP BUSINESS SOLUTIONS LLC | ADMIN -OFFICE SUPPLIES | | 430.09 |
| 84395 | 05/29/24 | Printed | PG&E | ADMIN -UTILITIES MAY 2024 | | 83.32 |
| 84396 | 05/29/24 | Printed | PG&E | ADMIN -UTILITIES MAY 2024 | | 183.66 |
| 84397 | 05/29/24 | Printed | PG&E | ADMIN -UTILITIES MAY 2024 | | 21.58 |
| 84398 | 05/29/24 | Printed | PIPKIN DETECTIVE AGENCY INC. | HR -PRE EMPLOYMENT BACKGROUND CHECKS | | 594.00 |
| 84399 | 05/29/24 | Printed | QUAD KNOPF, INC. | COMM DEV -STORM DRAIN MTR PLAN PROJ. MGMT. & DATA COLLECTION, PLANNING PROFESSIONAL SERVICES 3/31-4/27/24 | PARTIAL R | 19,516.80 |
| 84400 | 05/29/24 | Printed | RINCON CONSULTANTS, INC. | COMM DEV -PLANNING PROFESSIONAL SERVICES | | 1,481.25 |
| 84401 | 05/29/24 | Printed | ROBERT HALF FINANCE & | HR -SR ACCOUNTANT | | 2,941.50 |
| 84402 | 05/29/24 | Printed | ROSENBALM ROCKERY | PW -INFIELD MIX 60/40 BABE RUTH FIELD | | 197.97 |
| 84403 | 05/29/24 | Printed | FRANCISCO JR. RUIZ | ART C -PROPERTY MANAGER FOR RIDE THE CYCLONE PROPS | | 200.00 |
| 84404 | 05/29/24 | Printed | SAFETY-KLEEN SYSTEMS, INC. | FLEET -SERVICE PARTS WASHER | | 293.21 |
| 84405 | 05/29/24 | Printed | SCOTT'S PPE RECON, INC. | FD -TURNOUT MAINTENANCE | | 1,669.21 |
| 84406 | 05/29/24 | Printed | SITEONE LANDSCAPE SUPPLY, LLC. | PW -BAGS OF MOUND CLAY FOR BRENTLINGER BABE RUTH FIELD | | 431.15 |
| 84407 | 05/29/24 | Printed | SOCIAL VOCATIONAL SERVICES INC | PW -APRIL 2024 PARKS RESTROOM MAINTENANCE/LITTER ABATEMENT | | 1,238.40 |
| 84408 | 05/29/24 | Printed | SPARKLETTTS | FD -APR 2024 STATION 3 WATER DELIVERY SERVICES | | 105.78 |
| 84409 | 05/29/24 | Printed | SPARKLETTTS | FD -MAR 2024 STATION 3 WATER DELIVERY SERVICES | | 98.89 |
| 84410 | 05/29/24 | Printed | STERICYCLE, INC. | PD -MARCH 2024 STERI-SAFE OSHA COMPLIANCE SUBSCRIPTION | | 214.11 |
| 84411 | 05/29/24 | Printed | LINDA SUAREZ | REC -PIONEER VILLAGE CLEANING DEPOSIT REIMBURSEMENT | R | 430.00 |
| 84412 | 05/29/24 | Printed | TARGET SPECIALTY PRODUCTS | PW -ROUNDUP & GOPHER BAIT | | 636.07 |
| 84413 | 05/29/24 | Printed | TEC WEST, INC. | HR -ACCOUNTING CLERK, CLERICAL ASSISTANT, EXE ASSISTANT 5/5 | | 9,187.63 |
| 84414 | 05/29/24 | Printed | TELEFLEX LLC | FD -MEDICAL SUPPLIES | | 1,496.18 |
| 84415 | 05/29/24 | Printed | THE CRISCOM COMPANY | ADMIN -LEGISLATIVE ADVOCACY APRIL 2024 | | 4,500.00 |
| 84416 | 05/29/24 | Printed | THE MOWER'S EDGE INC. | FLEET -MOWER REPAIRS & SUPPLIES | | 1,670.83 |
| 84417 | 05/29/24 | Printed | UBEO WEST, LLC. | ADMIN -OFFICE SUPPLIES | | 72.77 |
| 84418 | 05/29/24 | Printed | UNITY IT | PD -MONTHLY SERVICE 4/1/24-4/30/24 | | 4,404.60 |
| 84419 | 05/29/24 | Printed | VALLEY SHREDDING LLC | PD -96 GALLON RECYCLE SHREDDING ON SITE | | 45.00 |
| 84420 | 05/29/24 | Printed | VINCENT COMMUNICATIONS INC | FD -AMBULANCE 551 RADIO REPAIR | | 80.43 |
| 84421 | 05/29/24 | Printed | DANIEL VIVEROS | PD -REPAIR EXISTING C/L FABRIC ON GATES FOR ANIMAL SERVICES | | 475.00 |
| 84422 | 05/29/24 | Printed | SAVANNAH WEST | ART C -MATILDA MAKEUP DESIGN | | 50.00 |
| 84423 | 05/29/24 | Printed | WILLDAN ENGINEERING | BLDG -PROFESSIONAL SERVICES THROUGH 4/26/24 | | 1,890.00 |
| 84424 | 05/29/24 | Printed | JAMIELA WILLIAMS | ART C -PROPS MASTER FOR DIASPORA DREAMS | | 200.00 |
| 84425 | 05/29/24 | Printed | MARK WILLIAMS | PW -TRAFFIC SIGNALS ON-SITE TRAINING & INSPECTIONS | | 2,400.00 |
| 84426 | 05/29/24 | Printed | WOLD AMUSEMENT | FIN -REFUND CLEANING DEPOSIT SELMA RAISIN FESTIVAL | | 100.00 |
| 84430 | 05/29/24 | Printed | YAMABE & HORN ENGINEERING, INC | COMM DEV -ENGINEERING SERVICES MARCH 2024 | PARTIAL R | 92,087.50 |
| | | | | | | TOTAL 318,750.92 |

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

| WIRE/EFT | | | | | | |
|----------|----------|--|--------------------------|---------------------------------------------------|---|-----------------------|
| | 05/29/24 | | IRG MASTER HOLDINGS, LLC | ECO DEV -CVTC APRIL UTILITY REIMBURSEMENT | R | 2,209.32 |
| | 05/29/24 | | IRG MASTER HOLDINGS, LLC | ECO DEV -CVTC 2023 INSURANCE & TAX RECONCILIATION | R | 2,245.58 |
| | | | | | | TOTAL 4,454.90 |

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

June 17, 2024

ITEM NO: 1.

SUBJECT: Selma Storm Drain Infrastructure Update

BACKGROUND: Currently, Public Works staff have been cleaning out and validating the conditions of existing storm drain infrastructure city-wide. Due to the recent rain and flooding events encountered over the last few years, City staff have justified the need for regular pipe cleaning and video inspections. These processes need to be performed on an annual basis to remove obstructions and to identify any compromised areas within the storm drain system. This annual cleaning and inspection process will be further articulated within the Storm Drain Master Plan and will require future investment in CCTV equipment and a vector rodding truck.

DISCUSSION:

City Storm Drain Infrastructure:

In December 2023, weather events severely impacted storm drain infrastructure throughout the Central Valley region. As staff began responding to the flooding incidents throughout the City, it became apparent that the overall integrity of the storm drain system was in need of scheduled repairs in several locations.

Some of the items that were identified in the reports include, but are not limited to:

1. Curb inlets that were missing their concrete bottom or floor. (Wood has been placed under structures to prevent further settlement)
2. Catastrophic failure and longitudinal cracking along the top and bottom of main trunk lines due to deferred maintenance and lack of regular annual visual or CCTV inspections. (36" storm drain line from the industrial park to SKF wastewater treatment facility)
3. Differential settlement along curbs at the location of inlets that are causing intrusion from rain waters into our road structural sections. (Causes cracking and settlement)
4. Large amounts of dirt and debris blocking flow and causing major backups or additional flooding.
5. Sections of storm drain pipe within the system that have not been completed and are misidentified in current GIS datasets.
6. Pumps that are discharging into CID canals. (City staff is working with CID to eliminate unauthorized discharges into canals)
7. Pumps/probes that are outdated and need to be re-built or replaced at basins. (Major cost impact to work on these apparatuses)
8. Cross-intersection bubbler systems that do not flow properly and cause puddling and ponding.

To date, the Public Works Department, along with Engineering, has been working to identify and repair any minor issues that were found during the cleaning and inspection of the existing system. The remaining repairs that were identified during the maintenance process will have to be designed and added to the Capital Improvement Program (CIP) for future construction in upcoming years. Currently, City staff is collaborating with QK to develop the Storm Drain Master Plan before the end of 2024. The Master Plan will include an annual maintenance plan as well as identify the needed infrastructure upgrades. By identifying these upgrades, the Master Plan will allow staff to plan accordingly for future budgeting and scheduling for the design and construction of these projects in the CIP.

FISCAL IMPACT:

Following the completion of the Storm Drain Master Plan, City staff will have a better estimate of the financial investments needed to upgrade the storm drain infrastructure to meet current standards and capacity needs. Public Works along with Engineering, will continue to seek funding resources, such as grants or other earmarked funds, to minimize impacts to the General Fund. Currently, Engineering has allocated \$500,000 from Measure C funds, to begin addressing the immediate repair needs to sustain adequate runoff discharge conditions during rain events.

RECOMMENDATION: This is an information and discussion item only.

| | |
|----------------------------------------------------|-----------------------------------------------------------|
| <u> /s/ </u> | <u> 06/12/2024 </u> |
| Michael Honn | Date |
| Public Work Director | |

| | |
|----------------------------------------------------|-----------------------------------------------------------|
| <u> /s/ </u> | <u> 06/12/2024 </u> |
| Jerome Keene | Date |
| Deputy City Manager | |

| | |
|----------------------------------------------------|-----------------------------------------------------------|
| <u> /s/ </u> | <u> 06/12/2024 </u> |
| Fernando Santillan | Date |
| City Manager | |

ITEM NO: 2.

SUBJECT: Consideration of an Ordinance Establishing Mobile Home Rent Stabilization for the City of Selma – Second Reading

PROJECT SUMMARY AND BACKGROUND:

At the Selma City Council meeting on December 4, 2023, a group of local mobile home residents expressed the need for the City of Selma to consider the adoption of a mobile home rent stabilization ordinance. At that time, the Council requested additional information to consider whether the City should consider adopting an ordinance to address the issue.

On February 20, 2024, a public discussion between staff, council members, and stakeholders established the direction and structure for drafting a Mobile Home Rent Stabilization Ordinance.

Following the direction of the Council, City staff conducted multiple meetings with community stakeholders as well as representatives of the mobile home park owners to discuss the potential contents of the proposed ordinance. At those meetings, substantial examples of existing ordinances which have been adopted within the region to provide context with what has been established locally. Additionally, mobile home ownership stakeholders provided alternatives to an ordinance, such as a Memorandum of Understanding (MOU), that may provide some collaborative efforts and buy-in from operators regarding the regulation of rents to tenants.

DISCUSSION:

Overview

Mobile Homes in the state are exempt from California Rent Control Laws, making rent stabilization a “local control issue.” The City of Selma currently does not have an ordinance in place that limits the City’s ability to address impactful rent increases for residents - many of whom are on fixed incomes. Mobile homeowners, unlike apartment tenants or residents of other types of rental units, are in the unique position of having made a substantial investment in a residence where their space is rented or leased. Removal and/or relocation of a mobile home from a park space is not a practical alternative to accepting an excessive rent increase due to the substantial cost of transporting the mobile home, which may cause extensive damage to the mobile home and loss of prior investments in their home site, such as landscaping and accessory structures like carports or porches. Because mobile homes are often owned by senior citizens, people on fixed incomes, and people of low and moderate income, exorbitant or frequent rent increases may cause these individuals undue financial hardships.

Draft Ordinance Process:

As stated previously, the direction provided by the Council in February 2024 was to begin the process of drafting an ordinance to stabilize rents within mobile home parks while discussing the components of the ordinance with applicable stakeholders. At that meeting, community residents expressed concern regarding the operation of some mobile home parks within the City and how increases were being implemented. On the other hand, mobile homeowners and representatives expressed an understanding of the need to potentially protect residents while also expressing reluctance to operate under an ordinance when their park may be operating consistently with best business practices, such as not raising rents that could price out their tenants.

Residents within mobile home parks provided multiple local and statewide examples of adopted rent stabilization ordinances. The examples provided various frameworks for allowances of increases, caps, and guidance of rents related to annual inflation. Staff reviewed the information to aid in establishing a reasonable amount for rents to increase and how they would be capped.

Furthermore, Staff also understood that information provided to residents might be substandard or unclear. Therefore, Staff also included steps for how owners should itemize the structure of rents to be paid by tenants, how increases must be approved by residents, and what is eligible for increases without the approval of tenants. It should be noted that there are portions of rent that are beyond the control of the mobile home park owners. Therefore, Staff disclosed this fact to residents, who generally understood that some increases may be unavoidable.

Staff also met with mobile home park representatives to understand how an ordinance may impact operations. In some cases, some representatives stated that their increases were below draft limits within the ordinance and would not necessarily change how they conduct business. On the other hand, representatives expressed some reserve to the ordinance and suggested that alternatives be investigated to provide more flexibility to operators. One of those alternatives provided by representatives was the City entering into MOUs that identify similar regulation of rent limits. It was suggested that an MOU is perhaps more collaborative as it provides buy-in from operators that there is a need to protect specific residents from undue increases that could displace them from housing.

Based on this feedback from representatives, Staff considered how an MOU could be beneficial in providing oversight for rent stabilization. First, an MOU signifies buy-in from both parties identified in the agreement. Operators who enter into MOUs have consciously acknowledged that rent stabilization is an issue and have taken steps to identify reasonable limits to ensure residents are not adversely impacted.

Conversely, an MOU is an agreement between two parties that requires negotiation, which can take some time. During the period of negotiations, there could be no regulation or protection for residents to limit rents, which allows for the issue to continue uninhibited.

There is also no guarantee that an agreement may be executed by all mobile home operators due to varying factors. Therefore, solely relying on entering MOUs with mobile home operators is not a fully reliable solution to stabilize rents. However, City staff did feel that the MOUs do provide value and included considerations for exemption from the proposed ordinance if an owner entered into an MOU with the City.

Lastly, during Staff's discussions with community members, it was evident that there was potential for a proposed ordinance to require significant resources for enforcement and oversight. Careful consideration of this fact was made during the drafting of the ordinance to outline the guidelines for how rents could be increased, but providing procedures for residents to protest a potential rent increase, hearing provisions, and standards of review of a petition in order to streamline arbitration of disputes. By structuring the ordinance in this fashion, the City is relieved of the cost and resource burden of constant oversight but allows for immediate enforcement when residents raise the issue of unjust increases by an operator.

Draft Ordinance Summary:

The draft rent stabilization ordinance aims to prevent excessive rent increases for the City's current mobile home population while maintaining the opportunity for mobile home park owners to receive a fair and reasonable return on their investment.

Major aspects of the proposed mobile home rent stabilization ordinance include the following:

- **Rent Stabilization Methodology** – “Base Rent” may be increased annually by eighty (80) percent of the Consumer Price Index, West Region (CPI) or by 5%, whichever is less.
- **Base Rent Definition** - “Base Rent” means the rent charged for a mobile home space on the effective date of this chapter; or rent charged for a space immediately following the transfer of ownership, vacancy due to eviction, vacancy due to a move off, or subsequent transfers of ownership; or the initial rent charged for a newly created space within an existing mobile home park “Base Rent” shall not include:
 - Utility charges for charges for sub-metered gas and electricity.
 - Charges for water, refuse disposal, sewer service, and/or other services which are either provided and charged to mobile home residents solely on a cost pass-through basis and/or are regulated by state or local law.
 - Any amount paid for the use and occupancy of a mobile home unit (as opposed to amounts paid for the use and occupancy of a mobile home space).
 - Charges for laundry services.
 - Storage charges.
- **Space Rent Definition** - “Space Rent” means cost considerations required for the use and occupancy of a mobile home space in a park, including all amenities, services, and benefits in addition to “Base Rent”.
- **Base Rent Increase for New Capital Improvements** – An owner may obtain a pass-through of a new capital improvement cost. All improvements or rehabilitations shall have been approved in advance by the majority of the park tenants, and the cost of such items is fully amortized over the useful life of the improvement. Any capital

improvement to be assessed shall be identified separately and listed on rent statements along with their date of expiration. The owner may request recovery of the cost of materials, labor, construction, interest, and permit fees.

- **Petition by Tenants and Review by City** – The Ordinance allows residents to submit a protest of a potential rent increase that they feel is outside the bounds of the rent stabilization ordinance. The Petition, supported by a majority of the residents, is reviewed by the City Council utilizing the Standards of Review identified in the ordinance that articulates how to evaluate the increase consistently.

Staff's proposed ordinance establishes the definition for "Base Rent", which is the primary expense affected by the ordinance's purpose of establishing rent stabilization. For all intents and purposes, Base Rent is the item that many residents and owners dispute increasing. By establishing a definition and what specific items are included in Base Rent, it can be itemized by owners for tenant review. Additionally, it places the burden of justifying an increase beyond 80% inflation or 5% cap to Base Rent on the owners through transparent disclosure of what the need for the increase is, such as a capital improvement to the park. Base Rent is the only portion of an increase that is regulated by the proposed limits within the ordinance.

The proposed ordinance does not limit other components levied to residents, such as utilities, taxes, general maintenance of the park, and other costs that are beyond the owner's control. These various items, coupled with Base Rent, comprise the definition of "Space Rent," which is the entirety of rent paid by tenants in the mobile park.

The ordinance also delineates the difference between Capital Improvements and Capital Replacements. Because Capital Improvements are discretionary upgrades or enhancements to the mobile home park, the proposed ordinance requires the owner to obtain the approval of the tenants to levy the increase. By requiring consensus of the residents, open communication, transparency, and proper disclosure of amortization of the improvement to residents should be provided by the owner to ensure buy-in. Conversely, Capital Replacements are part of the general maintenance of the park and do not require approval of residents for increases.

If tenants believe an increase in rent is above the limits articulated in the ordinance, any mobile homeowner within the park may submit a sign of more than fifty percent (50%) of the tenants affected by the rent increase. A homeowner must provide clear and concise information about why the rent increase is not justified under the ordinance. The petition must also include printed names of all affected mobile home tenants with their respective space number denoted with original petition signatures, date of signatures; and the total number of mobile home rental spaces within the park. The petition shall be submitted at least 60 days prior to when such an increase would otherwise take effect to be considered "official" by the City. If a petition fails to meet all the submittal requirements, City staff shall respond with a statement of the listed deficiencies, within the next ten (10) days. The party filing the petition shall have fifteen (15) days to correct and refile the appeal. If the applicant(s) fail to meet the time limitation the petition shall be deemed to have been abandoned.

Following receipt of an official petition, a petition hearing date will be set for the next available City Council meeting, no sooner than ten days nor later than thirty days after the receipt of the completed petition. The City Council meeting will allow both the petitioners and the owner an opportunity to present their differences concerning the proposed rent increase and settle them in a final manner. Both the park owner and the affected tenants may appear at the City Council hearing and offer oral and/or documentary evidence. Both the park owner and the affected tenants may designate a representative to appear for them at the hearing.

During the petition hearing, the City Council shall review the information provided by both parties and use the Standards of Review (5-5.5-8) to evaluate the merits of the increase under protest from tenants. If it is determined that the proposed space rent increase is not consistent with the requirements of the rent stabilization ordinance, then that portion of the proposed space rent increase that exceeds the limits of the rent stabilization ordinance shall be suspended and defaulted to eighty (80) percent of the percentage increase in the Consumer Price Index, West Region (CPI), of that year or by 5%, whichever is less.

If it is determined that all or a portion of the proposed rent increase is reasonable under the circumstances, then the City Council shall grant all or such portion of the rent increase to be effective as of the time such increase would have been otherwise effective without the intervention of this chapter.

The ordinance also contains exemptions to the rent stabilization for new and/or relocated mobile homes within the first twelve (12) months of occupation, or mobile home lots that are under a lease voluntarily entered into between a landlord and a mobile home tenant and meet a certain criteria (5-5.5-3(B)). Exemptions from rent stabilization also apply to mobile home parks that enter into a Memorandum of Understanding (MOU) or other agreement with the City of Selma for the enforcement of rent stabilization provisions consistent or more restrictive with the limits established in Section 5-5.5-4.

Environmental Compliance (CEQA)

Staff has determined that this project is exempt under California Environmental Quality Act (CEQA) Section 15061(b)(3) and Section 15183. The project is exempt under the “common sense” exemption because it does not involve the construction or alteration of facilities that will have a significant effect on the environment.

Summary of Revisions Requested from City Council Hearing (1st Reading):

On June 3rd, 2024, the Selma City Council reviewed the draft rent stabilization ordinance and waived the first reading. After public comment and feedback was provided from stakeholders representing mobile home park tenants and owners, the Council requested amendments be made to the draft ordinance that reflected the comments received. The following amendments have been made to the ordinance at the direction of Council for approval during the second reading public hearing:

1. Base Rent was revised seventy-five eighty (75) percent, down from eighty (80) percent, of the increase in the percentage increase in the Consumer Price Index, West Region (CPI), of that year; OR by 3%, down from 5%, whichever is less. (Section 5-5.5-4 (A))
2. Changed the requirement for a written notice of a rent increase to be provided to the tenants from 90 days to 100 days, with the petition being submitted to the City for hearing no less than 40 days, instead of 60 days, prior to the rent increase going into effect. This change provides a total of 60 days, as requested by Council, for tenants to review and prepare a petition for submittal, if necessary.
3. The definitions for “Capital Improvements” and “Capital Replacements” have been consolidated into the definition of a “Capital Expense” (Section 5-5.5-2), which was recommended by Council through public feedback. This definition helps to identify what expenses a mobile park owner must obtain concurrence from tenants prior to including it within “Space Rent.”
4. A “Maintenance and Operation Expenses” Definition has been added and is included within “Base Rent.” These expenses differ from “Capital Expenses” as they are limited to the annual increase provisions identified in Section 5-5.5-4(A) and do not require approval of the tenants, as it is limited to the annual increase provisions.

FISCAL IMPACT: The administration of the draft rent stabilization ordinance would be limited to providing information regarding the provisions of the ordinance to owners and residents. Staff’s involvement in enforcement would be limited to when a petition is received from residents about a potential unjust increase by a mobile home park owner. At that time, Staff resources would be needed to review and present the item to the City Council in accordance with the Standards of Review. However, Staff does not anticipate a significant amount of petitions that would require additional financial resources outside of current staffing levels. Therefore, no new fiscal impacts are anticipated, as the ordinance is crafted only to require City oversight as an arbitrator when a petition is received from residents to review a potential unjust increase.

RECOMMENDATION: City Council adopt an Ordinance after the second reading and public hearing of the Mobile Home Rent Stabilization Ordinance with the recommended revisions.

_____/s/_____
Kamara Biawogi, City Planner

_____05/29/2024_____
Date

_____/s/_____
Jerome Keene, Deputy City Manager

Date

_____/s/_____
 Fernando Santillan, City Manager

 Date

Exhibits:

- A. An Ordinance adding Chapter 5.5 to Title 5 of the Selma Municipal Code, establishing the Mobile Home Rent Stabilization Ordinance.

ORDINANCE NO. 2024-

AN ORDINANCE OF THE CITY OF SELMA ADDING CHAPTER 5.5 OF TITLE 5 OF THE SELMA MUNICIPAL CODE CREATING MOBILE HOME RENT STABILIZATION

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

SECTION 1. Chapter 5.5 of Title 5 of the Selma Municipal Code shall be created to read as follows:

5-5.5-1: STATEMENT AND PURPOSE. Mobile Homes in the state are exempt from California Rent Control Laws, making rent stabilization a “local control issue.” Mobile Home tenants , unlike apartment tenants or residents of rental units, are in the unique position of having made a substantial investment in a residence where their space is rented or leased. Because mobile homes are often owned by senior citizens, persons on fixed incomes, and persons of low and moderate income, exorbitant or frequent rent increases may cause these individuals undue financial hardships.

The purpose of a rent stabilization ordinance is to prevent excessive rent increases and exploitation of the City’s current mobile home inventory while maintaining the opportunity for mobile home park owners to receive a fair and reasonable return on their investment. The City’s research identified the difficulties senior residents have in making increased payments while being on fixed incomes, the lack of disclosure of justification for mobile home rent increases, and the established rent stabilization ordinances that other comparable jurisdictions have implemented. The Council finds and declares it necessary to protect the owners and occupiers of mobile homes from unreasonable rent increases while at the same time recognizing the need for mobile home park owners to receive a fair return on their investment and rental increases sufficient to cover the increased costs of repairs, maintenance, insurance, upkeep, and additional amenities.

5-5.5-2: DEFINITIONS. The following words and phrases when used in this chapter shall for the purpose of this chapter have the meanings respectively ascribed to them in this section:

“Affected tenants” means all tenants in a mobile home park who have been notified that a space rent increase is to become effective within the following twelve (12) months.

“Base rent” means the rent charged for a mobile home space on the effective date of this chapter; or rent charged for a space immediately following the transfer of ownership, vacancy due to eviction, vacancy due to a move off, or subsequent transfers of ownership; or the initial rent charged for a newly created space within an existing mobile home park “Base Rent” shall not include:

1. Utility charges for sub-metered gas and electricity.
- 1-2. ~~Capital Expenses~~ authorized under Section 5-5.5-5.
- 2-3. Charges for water, refuse disposal, sewer service, and/or other services which are either provided and charged to mobile home residents solely on a cost pass-through basis and/or are regulated by state or local law.
- 3-4. Any amount paid for the use and occupancy of a mobile home unit (as opposed to amounts paid for the use and occupancy of a mobile home space).
- 4-5. Charges for laundry services.
- 5-6. Storage charges.

~~“Capital improvements” means those improvements which materially add to the value of the property, appreciably prolong its useful life, or adapt it to new uses and which are required to be amortized over the useful life of the improvements of the building pursuant to the straight line depreciation provisions of the Internal Revenue Code, and the regulations issued pursuant thereto.~~

~~“Capital improvements costsexpenses” means a capital replacement of existing facilities or capital improvements whichthat materially add to the value of the property, and hashave an expected life of more than one year, and is located within the geographic boundaries of a mobile home park, or outside such boundaries but which are directly and primarily for the benefit of the park. Capital expenses shall be amortized over the useful life of the improvements of the building pursuant to the straight-line depreciation provisions of the Internal Revenue Code, and the regulations issued pursuant thereto. Examples of a capital expense are, but are not necessarily limited to, resurfacing of existing park roadways or replacing underground pipe systems within the park. shall mean all costs reasonably and necessarily related to the planning, engineering and construction of capital improvements and shall include debt service costs, if any, incurred as a direct result of the capital improvement.~~

~~“Capital replacement” means the substitution, replacement or reconstruction of a piece of equipment, machinery, streets, sidewalks, utility lines, landscaping, structures or part thereof of a value of Ten Thousand and no/100ths (\$10,000.00) Dollars or more which materially benefits and adds value to the mobile home park.~~

~~“Capital replacement costs” means all costs reasonably and necessarily related to the planning, engineering and construction of capital replacement and shall include debt service costs, if any, incurred as a direct result of the capital replacement.~~

“City” means the City of Selma.

“Consumer price index” means all items for the ~~W~~western ~~R~~region for all-urban consumers as reported by the Bureau of Labor Statistics of the United States Department of Labor.

“Landlord” means the mobile home park owner.

“Lease” means a written agreement between a landlord and a mobile home tenant for the use and occupancy of a rental space to the exclusion of others, and consistent with the provisions under Section 5-5.5-3(3).

“Maintenance and operation expenses” means all expenses incurred in the operation and maintenance of the mobile home park, but excludes costs identified as exempt from Base Rent Increases in Section 5-5.5-4(e).

“Mobile home” means a structure transportable in one or more sections, designed and equipped to contain not more than one dwelling unit, and to be used with or without a foundation system.

“Mobile home park” means any parcel (or two (2) or more contiguous parcels) within the City of Selma where ten (10) or more mobile home spaces are rented or leased for the purpose to accommodate mobile homes used for human habitation.

“Mobile home space and/or lot” means a portion of a mobile home park designed or used

for the occupancy of one mobile home.

“Operating expenses” means those operating expenses paid by the owner as described in Section 5-5.5-8(A)

“Park owner” and/or “owner” means the mobile home park owner(s).

“Rental agreement” means a lease, which is consistent with the provisions as stated under Section 5-5.5-(3)

“Rent increase” means any additional amount demanded of or paid by a tenant in excess of the rent paid for the mobile home space immediately prior to such demand or payment.

“Space rent” means any consideration required for the use and occupancy of a mobile home space in a park including all amenities, utilities, services, and benefits.

“Substantial rehabilitation” means work done by an owner to a mobile home space or to the common area of the mobile home park, exclusive of a capital improvement (as defined within this chapter), the value of which exceeds five hundred dollars (\$500.00) which are performed either to secure compliance with any state or local law or to repair damage resulting from fire, earthquake, or other casualty or natural disaster, to the extent such work is not reimbursed by insurance or security deposit proceeds.

“Tenant” means a tenant, subtenant, lessee, sublessee, or any other person entitled to the use or occupancy of any mobile home space under a rental agreement, lease, or other expression of tenancy.

5-5.5-3: EXEMPTIONS. The provisions of this section shall not apply to rent or rent increases for new mobile home parks created after the effective date of this chapter or new individual lots created (above the current number of total spaces within an existing park as of the effective date of this chapter) for a period of twelve (12) months.

- (A) The provisions of this chapter shall not apply to rent or rent increases for new and/or relocated mobile homes placed on vacated lots for a period of twelve (12) months following the first day the lot is re-occupied.
- (B) The provisions of this chapter shall not apply to any mobile home lot that is under a lease, voluntarily entered into between a landlord and a mobile home tenant where the lease meets all of the following criteria:
 - 1. The lease was entered into on or after the effective date of this chapter;
 - 2. The term of the lease is in excess of a thirty-six (36) month duration;
 - 3. The mobile home lot which is under the lease is used for the personal and actual residence of the mobile home tenant;
 - 4. The first paragraph of the lease contains a provision notifying the mobile home tenant that the mobile home lot will be exempt from the provisions of this chapter; and

5. This exclusion shall apply only for the duration of the term of the lease and any uninterrupted, continuous extensions thereof. If the term of the lease is not extended and no new rental agreement meeting the above stated criteria is entered into, this chapter shall immediately become applicable to the mobile home lot and the last rental rate charged for the lot under the immediately preceding rental agreement shall be the rent for the purposes of determining the base rent under this chapter.

(C) The provisions of this chapter shall not apply to mobile home lots, for a period of twelve (12) months, immediately following:

1. The transfer of ownership after the effective date of this chapter;
2. For any subsequent transfers occurring after the effective date of this chapter; and
3. A vacancy occurring because the prior mobile home tenant was evicted for nonpayment of rent, issuance by the tenant of checks drawn against insufficient funds or closed accounts, chronically late payment of rent, the tenant's commission of waste upon the mobile home and/or lot, the tenant's total disregard for maintenance, the tenant's commission or permitting of a nuisance on the premises, the tenant's use of the premises for an unlawful purpose, or other material violation of a reasonable provision of a written rental agreement.

(D) The provisions of this chapter shall not apply to mobile home lots that are exempt through State Law exemptions such as Civil Code Section 798.45 and Section 798 et seq. or owned by any Government Agencies.

(E) The provisions of this chapter shall not apply to a mobile home park that has entered into a Memorandum of Understanding or other Agreement with the City of Selma for enforcement of rent stabilization provisions consistent or more restrictive with the limits established in Section 5-5.5-4.

5-5.5-4: PERMITTED BASE RENT INCREASES OR ADJUSTMENTS. Any base rent increase proposed to take effect on or after the effective date of the ordinance codified in this chapter, shall be subject to this chapter.

- (A) Base Rent may be increased to an amount equal to the rent in effect of that current year, adjusted by ~~seventy-five~~ ~~eighty~~ (~~80~~~~75~~) percent of the increase in the percentage increase in the Consumer Price Index, West Region (CPI), of that year or by ~~35~~%, whichever is less.
- (B) A ~~100~~~~90~~-day advance written notice of rent increase shall be provided to the tenants. All rent increase notices shall be given to the tenants on the same day each calendar year and subsequent years.
- (C) A park owner shall not demand, accept or retain rent for a mobile home space exceeding the rent in effect on the effective date of this chapter, except as provided in

this chapter.

- (D) Base Rent increases shall not be increased more than once in any twelve (12) month period.
- (E) Base Rent increases shall only apply to the base rent for the mobile home space. Annual Government Costs which could include municipal utilities, general property taxes, special property assessments, and governmental regulatory, processing or permitting fees, shall not be calculated within the rent stabilization methodology but shall be itemized for informational purposes to tenants.
- (F) Any base rent increase (within any twelve (12) month period) which exceeds the maximum permitted under (5-5.5-4(A)) may be challenged to a formal petition hearing under the provisions of section 5-5.5-6.
 - 1. Any rent increases exceeding the base rent in effect of that current year and are subject to a formal hearing may not become effective or be collected by the landlord until such time that the increase increment is approved under a formal petition hearing.

5-5.5-5: ~~BASE—SPACE~~ RENT INCREASES FOR ~~NEW—CAPITAL IMPROVEMENTSEXPENSES~~.

- (A) A park owner may obtain a pass-through of a ~~new capital-improvement cost expense~~ under this section. Any capital ~~improvement-assessmentexpense~~ shall be identified separately and listed on rent statements along with their date of expiration. The owner may request recovery of the cost of materials, labor, construction, interest, and permit fees. All improvements, ~~replacements~~, or rehabilitations shall have been approved in advance by the majority of the park tenants, and the cost of such items is fully amortized over the useful life of the improvement.
- (B) New Capital ~~ImprovementsExpenses~~. ~~Capital Improvements-Expenses~~ that did not previously exist in the park shall be deemed “new capital ~~improvementsexpenses~~” unless the park owner is required by law to make the capital ~~improvementsexpenses~~. A park owner may charge each affected mobile home tenant as additional rent the pro rata share of new service and capital ~~expenses improvement costs~~ including financing costs subject to the following preconditions:
 - a. Prior to initiating the service or incurring the capital ~~expenseimprovement cost~~, the park owner must consult with the mobile home tenants regarding the nature and purpose of the improvements and the estimated cost of the improvement.
~~Approval~~
 - a-b. ~~Protest~~ in writing by a majority of the tenants (50% or more) of the occupied spaces within the park ~~is not received. Tenants that do not submit a protest in writing shall be counted as an affirmative vote in favor of the capital expense proposed;~~
- (C) All new fees must be noticed 60-days prior to initiation and be itemized on the resident’s bill prior to collection of fees. If the fee or charge has a limited duration or is amortized for a specified period, the expiration date shall be stated on the initial notice and each subsequent billing to the tenants while the fee or charge is billed to the tenant (California

5-5.5-6 PETITION BY TENANTS.

- (A) Any mobile home tenant who will be or has been subjected to a proposed rental increase may file a petition and concurrent response. The petition shall be signed by more than fifty (50%) of the tenants affected by the rent increase. The petition shall be submitted at least 60-40 days prior to when such an increase would otherwise take effect. A submitted petition to the City shall contain the following terms to consider an official petition submittal.

An official Petition submittal must contain the following.

1. Clear and concise terms why, in the petitioner's opinion, the rent increase is not justified under the ordinance. Reference to the specific ordinance in violation must be identified.
2. The printed names of all affected mobile home tenants with their respective space number denoted and original petition signatures, with the date of signature.
3. The total numbers of mobile home rental spaces within the park; and
4. The name, address and space number, and telephone number of the tenants or the tenant's representative filing the petition.

(B) Receipt of the Petition.

1. Upon receipt of a completed and official petition by tenants, as specified under Section 5-5.5-4(A), the Community Development Department shall set a date for the next available city council meeting no sooner than ten (10) days nor later than thirty (30) days after the receipt of the completed petition.
2. A notice shall be sent to all affected parties via first class mail by City staff. The notice shall display the date, time, and place of the hearing.

- (C) In the event a petition fails to meet all the submittal requirements listed in Section 5-5.5-6(A), City staff shall respond with a statement of the listed deficiencies, within the next ten (10) days. The party filing the petition shall have fifteen (15) days to correct and refile the appeal. If the applicant(s) fail to meet the time limitation the petition shall be deemed to have been abandoned.

5-5.5-7: PETITION COUNCIL HEARING.

- (A) The purpose of the hearing shall be to allow the two (2) parties the opportunity to present their differences concerning the proposed rent increase and settle them in a final manner.
- (B) The park owner shall provide clear and concise terms why, in the park owner's opinion, the rent increase is justified under the ordinance section 5-5.5-8. Reference of the specific ordinance must be identified.
- (C) Both the park owner and the affected tenants may appear at the City Council hearing and offer oral and/or documentary evidence. Both the park owner and the affected tenants may designate a representative to appear for them at the hearing.

- (D) The City Council shall use the standards of review outlined under Section 5-5.5-8 for the hearing proceedings.
- (E) If City Council determines that the proposed space rent increase is not reasonable under the circumstances, then that portion of the proposed space rent increase that exceeds the amount allowed under Section 5-5.5-4(A) shall be suspended and the base rent going forward shall be defaulted to ~~eighty-seventy (80/75)~~ percent of the percentage increase in the Consumer Price Index, West Region (CPI), of that year or by 35%, whichever is less.
- (F) If the City Council Determines that all or a portion of the proposed rent increase is reasonable under the circumstances, then City Council shall grant all or such portion of the rent increase to be effective as of the time such increase would have been otherwise effective without the intervention of this chapter.
- (G) The decision of the City Council is final and binding upon the owner and all affected tenants. Any party disputing the final decision and findings of the City Council may seek review of the arbitrator's actions pursuant to Sections 1094.5 and 1094.6 of the California Code of Civil Procedures.

5-5.5-8: STANDARDS OF REVIEW. In evaluating any proposed space rent increase, that exceeds the maximum permitted under Section 5-5.5-4(A), the following factors should be considered by City Council:

- (A) Unavoidable increases in maintenance and/or operating expenses, including but not limited to the reasonable value of:
 - 1. The owner's and/or landlord's labor,
 - 2. Any caretaker's labor,
- (B) The physical condition of the mobile home park and the amenities provided for each individual space, including the quantity and quality of maintenance and repairs performed during the preceding twelve (12) months;
- (C) Substantial rehabilitation work that has been completed;
- (D) Capital ~~improvements-expenses~~ that have been ~~completed~~added, as long as such work is:
 - 1. Distinguished from ordinary repair and maintenance;
 - 2. ~~Approved in writing by a majority of the tenants (50% or more) of the occupied spaces within the park;~~A majority of the tenants (50% or more) of the occupied spaces within the park have protested the proposed expense.
 - 3. Permanently fixed in place or relatively immobile and appropriate to the use of the property;
 - 4. Cost factored must be averaged on a per space basis and amortized over the good faith estimate of the remaining useful life of the improvement and distributed among;
 - 5. Not coin-operated nor one for which a "use fee" or other charge is imposed on the tenants for its use;
 - 6. Does not include depreciation expenses as an operating expense in the calculation of expenses.

~~(E) Capital replacements that have been completed, as long as such work is:~~

- ~~1. Distinguished from ordinary repair and maintenance;~~
- ~~2. Cost factored must be averaged on a per space basis and amortized over the good faith estimate of the remaining useful life of the improvement and distributed among;~~
- ~~3. Does not include depreciation expenses as an operating expense in the calculation of expenses.~~

~~(F)~~(E) A fair and reasonable rate of return on the owner's investment in the park, and other financial information that the park owner is willing to provide.

SECTION 2: California Environmental Quality Act: The City Council, having considered the staff report and all public comments, has determined that the Zoning Code Text Amendment is exempt under California Environmental Quality Act (CEQA) Section 15061(b)(3) and Section 15183. The project is exempt under the "common sense" exemption because it does not involve the construction or alteration of facilities that will have a significant effect on the environment.

SECTION 3: Severability: If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, the decision shall not affect the validity of the remaining portions of the Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases have been declared invalid or unconstitutional.

SECTION 4: Effective Date and Posting of Ordinance: This Ordinance shall take effect and be in full force thirty (30) days from and after the date of passage. The City Clerk of the City of Selma shall cause this Ordinance to be published at least once within fifteen (15) days after its passage in the Selma Enterprise, or other local publication, with the names of those City Council Members voting for or against the Ordinance.

I, REYNA RIVERA, City Clerk of the City of Selma, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Selma held on the 3rd day of June 2024, and passed and adopted at a regular meeting of the City Council held on the 17th day of June 2024, by the following vote, to wit:

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

Scott Robertson, Mayor

Reyna Rivera, City Clerk

APPROVED AS TO FORM:

City Attorney

ITEM NO: 3.

SUBJECT: Consideration of an Ordinance for the Comprehensive update to the City of Selma Municipal Code (SMC), Title 11 – Zoning to comply with current housing State law, promote consistency with the General Plan, clarify the development standards by removing redundant or obsolete code sections, and adding objective design standards for residential uses in accordance with Senate Bill 330 – Public Hearing, Second Reading and Adoption

PROJECT BACKGROUND AND DESCRIPTION:

The Zoning Ordinance is a section within the Selma Municipal Code that regulates the development and subsequent use of land. The City is divided into various zones (e.g. residential, commercial, industrial, public and open space, etc.) and the Zoning Ordinance establishes lists of uses that are applicable as well as appropriate development standards for each zone. Development standards in each zone typically address the following issues:

Allowed Uses | Minimum lot size and dimensions | Setback (yard) requirements | Building height | Lot Coverage | Parking | Landscaping | Fencing | Signs

The ordinance also identifies permit and processing requirements for all types of development entitlements that are proposed in the City.

In 2021, the City and Rincon Consultants, the City's primary consultant on this project, met to kick off the Zoning Ordinance update project, where the City discussed inconsistencies and revisions needed that staff has made identified over the years. The current Zoning Ordinance is made up of 35 unique Chapters. Over the course of the Ordinance's lifespan, Chapters have been added, revised, and replaced. Many sections of the Ordinance have been updated since the original codification in 1963. However, the Ordinance has not received a comprehensive update.

The City has held several public opportunities for comments and input throughout the development process of the Zoning Ordinance Update, including an initial public workshop that took place in October of 2021, and a joint Planning Commission/City Council workshop held by staff on March 26, 2024, providing insight on the Comprehensive Zoning Ordinance Update allowing for any questions/concerns to be addressed.

DISCUSSION:

The City's proposed Zoning Ordinance Update would amend the existing Zoning Code to implement the City's existing General Plan, to promote and enhance the public health, safety, and welfare of the residents of the city, consolidate chapters of the ordinance to make it more user friendly, and consistency with the current regional and state laws. Since a Zoning Ordinance regulates, among other things, a jurisdiction's land use, density, lot coverages, lot

sizes and setbacks, building sizes, landscaping, and parking, it is the means to implement a jurisdiction's General Plan, which is the policy document for its future growth. A jurisdiction's General Plan is the official guide for the future physical development of the City and its land use planning and zoning changes. California Government Code Section §65860(a) requires that a jurisdiction's Zoning Ordinance be consistent with its General Plan or any updates to its General Plan. Therefore, the City is proposing to amend its existing Zoning Ordinance to ensure compatibility and to allow for development intensities and uses that are consistent with its adopted 2035 General Plan.

In addition to making the Code consistent with the updated General Plan and easier to comprehend, the update is intended to ensure compliance with applicable statutory, case law and reflects more contemporary zoning approaches and terminology. As a part of the City's effort to be in compliance with applicable statutory requirements, the City is currently undergoing the completion of the 6th Cycle Housing Element. As a requirement of the 6th Cycle Housing Element certain updates are required by the California Housing and Community Development Department including but not limited to consistency with the Fair Housing Act, New Accessory Dwelling Unit (ADU) laws, and Housing Crisis Act of 2019.

The following tables provides an overview and comparison of the existing Zoning Code and how the proposed update will amend the Code to be concise and more easily interpreted by Staff and the public. By updating the Zoning Code to be more easily understood, it prevents ambiguities in application for projects that are similar in nature.

Current Zoning Ordinance and New Zoning Ordinance Comparison Matrix

| | Current Zoning Ordinance | New Zoning Ordinance |
|--------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Preliminary Review Procedure | No administrative procedure for Preliminary Review | Added Preliminary Development Review procedures as mandatory for certain development projects. |
| Zone District Identities | Zone Districts that allowed more intense uses would also allow for lesser intense Zone Districts' uses. Producing an ill-defined citywide development pattern | Use Classification matrices have been added for all Zone District. The Use Classification matrices delineate the uses allowable of each Zone District that are consistent with each Districts identity. |
| Overall Ordinance Size | 35 Chapters | 8 Chapters |
| General Provisions | Chapter 1 – Zoning and Chapter 2 – Zoning Boundaries; Map | Chapter 1 consolidates Chapter 1 and 2 of the current ZO |
| Zoning Districts and Allowable Uses | Chapter 3 through 14, specific zone designations and development standards for each zone | Consolidated 11 Chapters into one Chapter. Chapter 2 includes multiple subsections including use tables, development standard tables, and applicable regulations for Single Family, Multi Family, |

| Current Zoning Ordinance | | New Zoning Ordinance |
|------------------------------------------|----------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | Commercial, Manufacturing, Combined zones, and Open Space |
| | | The Central Business District zone district regulations, |
| | | Temporary Uses and multiple new housing options were included. |
| | | Outdated commercial uses were renamed to modern terms, commercial uses were also consolidated into more general uses. |
| | | Density for gas stations now will prohibit more than two stations on corners of the same intersection. |
| General Regulations | Chapter 20 contains general development standards applicable to most zones | Transformed existing section into a more user-accessible Chapter with tables indicated standards for Height projections, setback projections, etc. |
| | | Additional outdoor storage regulations, storage container regulations, new accessory buildings regulations, off street parking revision, etc. |
| Standards for specific activities | Not a part of the current ZO | Consolidated sections from existing ZO and added new regulations for ADUs, HOPs, ABC sales, Personal Cannabis Use, Density Bonuses, etc. |
| Nonconformities | Chapter 19 Nonconforming Building and Uses | Adds new policies for Nonconforming uses and structures |
| | | Consolidates several chapters into one chapter. |
| Permit Processing | Chapter 16, portion of 20, 21 through 24, and 31 | Adds Zoning Clearance, simplified SPR findings, Director Review and Approvals, Temporary Use Permits, Minor Deviations, and Pre-zoning regulations. |
| Zoning Administration | Chapter 25 Administration and Enforcement | Adding clear administrative roles, consolidating sections regarding appeals, Adding Development Agreement policies, and Annexations |
| Definitions/Use Classes | Chapter 1 | Consolidated all Definitions into one chapter and provided additional definitions, specifically regarding new housing types. Modified dated terminology of uses and definitions. |
| HOP-Minor/Major | Chapter 4 | Adds a new category for Home Occupations. Differentiates the cottage and home-based businesses. |

Furthermore, the inclusion of objective design standards ensure that projects can more easily fulfill the preferred aesthetics and design criteria required by the City without concern of being held up due to differing opinions, ideas, or interpretations of what a project “should” look like but rather what it “must” look like. Draft objective design standards are also included for consideration by Council for single and multi-family and commercial developments. Downtown standards will be proposed at a later date following the completion of the Downtown Strategic Plan so that public input from that process can be incorporated.

However, the Commercial Business District (CBD) zone district that regulates downtown, which previously was not included in the Zoning Code, has been updated to include regulations that promote more of an entertainment and retail district in an effort to bring residents and customers to downtown. Comments presented through the Downtown Strategic Plan for better allowable and permitted uses have been reviewed and incorporated into the Zoning Code Update. These updated regulations allow non-discretionary uses through a Site Plan Review (SPR) within the CBD zone such as Home Goods & Hardware Stores, Pharmacies and Drug Stores, Public Open Space, and Outdoor Recreational Facilities. In addition, Drive Through Facilities, Community Gardens, Farmers Markets, and Nurseries are now non-discretionary uses allowed through a SPR for the Commercial Service (C-3) Districts within the downtown area.

Environmental Review

Per the California Environmental Quality Act (CEQA), a Notice of Exemption (Exhibit A) and Findings of Consistency (Exhibit B) were prepared due to the Project’s consistency with the local jurisdiction adopted General Plan EIR (SCH# 2008081082). Pursuant to CEQA Guidelines Section 15183 (Projects Consistent with a Community Plan or Zoning) the Findings of Consistency substantiate the Project’s consistent nature with the General Plan EIR. In this case, the proposed project is consistent with the City’s General Plan and Final Environmental Impact Report (EIR). Therefore, the proposed project is consistent with State CEQA Guidelines Section §15168(c)(2) because it is within the programmatic scope covered by the Final EIR and there is no substantial evidence that the proposed Zoning Ordinance Update and Objective Design Standards would require additional environmental analysis. The Planning Commission will review and recommend a determination of the Notice of Exemption and Findings of Consistency to the City Council.

Planning Commission Hearing:

On November 27, 2023, the Planning Commission continued the Comprehensive Zoning Ordinance Update Hearing item to December 20, 2023 Planning Commission Hearing date.

On December 20, 2023, the Planning Commission recommended approval of the Comprehensive Zoning Ordinance Update to City Council.

On March 26, 2024, staff held a joint workshop with Planning Commission and City Council members to provide insight on the Comprehensive Zoning Ordinance Update and allow for any questions/concerns to be addressed.

City Council Hearing (First Reading):

On June 3rd, 2024, the Selma City Council approved the introduction and waiving of the first reading of the Ordinance Updating the Comprehensive Zoning Code.

RECOMMENDATION: It is recommended that the City Council:

1. Conduct the public hearing; and,
2. Adopt an Ordinance for Comprehensive Zoning Ordinance Update, Objective Design Standards for Residential uses, CEQA Notice of Exemption and accompanying Findings of Consistency.

_____/s/_____
 Kamara Biawogi, City Planner
 Date

/s/

Jerome Keene, Deputy City Manager

June 17, 2024
Date

/s/

Fernando Santillan, City Manager

June 17, 2024
Date

Attachments:

- A. Selma Zoning Ordinance Update List of Changes
- B. Objective Design Standards
- C. Final Zoning Ordinance
- D. Notice of Exemption
- E. Findings of Consistency for NOE