

1.a.
**CITY OF SELMA
REGULAR COUNCIL MEETING
November 6, 2017**

The regular meeting of the Selma City Council was called to order at 6:00 p.m. in the Council Chambers. Council members answering roll call were: Franco, Montijo, Robertson, and Mayor Derr. Mayor Pro Tem Avalos was absent.

Also present were City Manager Elias, City Attorney Costanzo, Community Services Director Kirchner, Finance Manager Moreno, Fire Chief Kain, Police Lieutenant Dyck, Public Works Director Shiplee, the press and interested citizens.

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

INVOCATION: Pastor Louis Quintana of New Hope Family Church led the invocation. Mayor Derr asked that we also keep Mayor Pro Tem Avalos in our thoughts and prayers as he is currently in the hospital.

SELMA CEMETERY DISTRICT UPDATE: Mr. Bob Allen, Selma Cemetery District Chairman stepped forward to introduce General Manager Sandi Miller.

General Manager Miller stepped forward to update Council on the district's annual average, current availability, as well as future development.

After much discussion, Council thanked them both for the information.

ORAL COMMUNICATIONS: Mrs. Rose Robertson, stepped forward to discuss the Tejano Country fundraiser concert held at the Pioneer Village.

Mrs. Janalee Jones, 1405 Evergreen, stepped forward to discuss a recent incident that involved the Police Department.

Mrs. Char Tucker, stepped forward to thank Council, Police, Fire, and Public Works for their assistance with the annual Rotary Band Festival Parade.

CONSENT CALENDAR: Council member Franco requested that agenda item 1.c. be pulled for separate consideration. Council member Robertson also requested that agenda items 1.d. and 1.e. be pulled for separate consideration. Council member Montijo motioned to approve the remainder of the Consent Calendar as read. The motion was seconded by Council member Robertson and carried with the following vote:

AYES:	Montijo, Robertson, Franco, Derr
NOES:	None
ABSTAIN:	None
ABSENT:	Avalos

- a. Minutes of the October 16, 2017 Workshop/pre-Council meeting approved as written.

- b. Minutes of the October 16, 2017 Regular meeting approved as written.
- c. Pulled for separate consideration.
- d. Pulled for separate consideration.
- e. Pulled for separate consideration.

CONSIDERATION AND NECESSARY ACTION ON CLAIM DENIAL – PHILLIP CASIAS, CLAIMANT: After much discussion, it was the consensus of Council to direct staff to further review the claim.

CONSIDERATION AND NECESSARY ACTION ON RESOLUTION DECLARING SURPLUS AND SALE, DONATION OR DISPOSAL OF CITY VEHICLES / EQUIPMENT: Motion to approve RESOLUTION NO. 2017 - 62R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA DECLARING CERTAIN VEHICLES/EQUIPMENT SURPLUS AND AUTHORIZING THEIR SALE, DONATION, OR DISPOSAL was made by Council member Robertson and seconded by Mayor Derr. Motion carried with the following vote:

AYES: Robertson, Derr, Franco, Montijo
NOES: None
ABSTAIN: None
ABSENT: Avalos

CONSIDERATION AND NECESSARY ACTION ON CHECK REGISTER DATED NOVEMBER 1, 2017: Motion to approve the CHECK REGISTER DATED NOVEMBER 1, 2017 was made by Council member Robertson. Motion was seconded by Mayor Derr and carried with the following vote:

AYES: Robertson, Derr, Franco, Montijo
NOES: None
ABSTAIN: None
ABSENT: Avalos

CONSIDERATION AND NECESSARY ACTION ON AN ORDINANCE ADDING SECTION 1 – 7 TO CHAPTER 15.1 OF TITLE XI REGARDING PIONEER VILLAGE – public hearing and adoption: City Attorney Costanzo discussed the Ordinance for Council.

Mayor Derr opened the public portion of the meeting at 6:35 p.m. There being no one to speak for or against the matter, the hearing was closed at 6:36 p.m.

Motion to approve ORDINANCE NO. 2017 – 4, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SELMA ADDING SECTION 1-7 TO CHAPTER 15.1 OF TITLE XI REGARDING PIONEER VILLAGE was made by Council member Montijo. Motion was seconded by Council member Robertson and carried by the following vote:

AYES: Montijo, Robertson, Franco, Derr
NOES: None
ABSTAIN: None
ABSENT: Avalos

CONSIDERATION AND NECESSARY ACTION ON ORDINANCE AMENDING SECTION 4, CHAPTER 7 OF TITLE X, REGARDING THROUGH STREETS

WITHIN THE CITY OF SELMA – public hearing and adoption: Mayor Derr opened the public hearing at 6:41 p.m. There being no public comment, Mayor Derr closed the hearing at 6:42 p.m.

After Council discussion, Council member Montijo motioned to approve ORDINANCE NO. 2017-5, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SELMA AMENDING SECTION 4, CHAPTER 7 OF TITLE X, REGARDING THROUGH STREETS WITHIN THE CITY OF SELMA. Motion was seconded by Council member Franco. The motion carried with the following vote:

AYES: Montijo, Franco, Robertson, Derr
NOES: None
ABSTAIN: None
ABSENT: Avalos

CONSIDERATION AND NECESSARY ACTION ON A RESOLUTION DESIGNATING THE PARK STREET / SKELTON STREET INTERSECTION AS A

FOUR - WAY STOP: After Council discussion, motion to approve RESOLUTION NO. 2017 – 63R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA DESIGNATING THE PARK STREET / SKELTON STREET INTERSECTION AS A FOUR – WAY STOP was made by Council member Montijo. Motion was seconded by Council member Robertson and carried with the following vote:

AYES: Montijo, Franco, Robertson, Derr
NOES: None
ABSTAIN: None
ABSENT: Avalos

CONSIDERATION AND NECESSARY ACTION ON SELMA YOUTH SPORTS ORGANIZATIONS USAGE OF BALL FIELDS FOR LEAGUE GAMES AND OR

PRACTICES AND ANNUAL FEE: Community Services Director Kirchner discussed the matter.

After much discussion, Council consensus to retain the fees as currently stated and direct staff to review field usage from local leagues versus travel team leagues.

DEPARTMENT REPORTS: City Manager Elias reported on various meetings regarding the Golden State Corridor, Dinuba Interchange and Police Department Building. He reminded Council that the upcoming Council meeting is being cancelled.

Finance Manager Moreno reported on the increased calls regarding property tax. He stated that there are multiple factors including but not limited to school bonds, increase in evaluation, Measure P, and college bonds.

Public Works Director Shiplee reported on current projects.

Police Lieutenant Dyck discussed the recent curfew detail.

Fire Chief Kain discussed the fire training center, STRIKE team, new fire station, and the fire truck.

Community Services Director Kirchner reported on the recent community forums. He distributed information and focus received during the forums.

COUNCIL REPORTS: Council member Franco reported on the upcoming CalPERS meeting and requested staff attendance. He also requested an update on the waste water infrastructure.

Council member Montijo reported on recent meeting for the local group for women in government and recent Five Cities meeting.

Council member Robertson thanked Rose Robertson on the recent Tejano Concert. He reported on attending the following: Community Forums, Boot Barn Ribbon Cutting, Chamber mixer at RPS, and recent meeting Selma Unified School District Union representative.

Mayor Derr reported on attending the following: Chamber mixer at RPS, Valley Cultural Coalition meeting, Economic Development Corporation Investor meeting, COG meeting, Band Festival parade, and High School Arts Program meeting.

ORAL COMMUNICATIONS: Bob Allen, Chamber of Commerce Executive Director stepped forward and extended invitations for the upcoming Chamber mixer, ribbon cutting, and Christmas parade.

Mrs. Janalee Jones, 1405 Evergreen Street stepped forward to discuss the recent community forum and inquired on various code enforcement matters.

ADJOURNMENT: There being no further business, the meeting was adjourned at 8:11 p.m.

Respectfully submitted,

Reyna Rivera
City Clerk

Michael Derr
Mayor of the City of Selma

1.b.

**CITY OF SELMA
SPECIAL MEETING
November 17, 2017**

A special meeting of the Selma City Council was called to order at 6:00 p.m. in the Council chambers. Council members answering roll call were: Franco, Montijo, Robertson, and Mayor Derr. Mayor Avalos was absent.

Also present were City Attorney Costanzo, Community Services Director Kirchner, Finance Manager Moreno, Fire Chief Kain, Police Chief Garner, Public Works Director Shiplee, the press and interested citizens.

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

ORAL COMMUNICATIONS: Mrs. Janalee Jones, 1405 Evergreen Street, stepped forward to remind Council on the staff limitations in the Police department.

Mr. John Trujillo, 3610 Hill Street, stepped forward regarding current concerns with the Police department and concerns with the future of Selma.

Mr. Nick Sahota, stepped forward in support of City Manager Elias.

Mrs. Yolanda Torres, stepped forward concerning the limitations on the Police department and asked that Council consider other options in the matter that they will be discussing during the executive session.

EXECUTIVE SESSION: At 6:07 p.m., Mayor Derr recessed the meeting into Executive Session to discuss Public Employment Title: City Manager, pursuant to Government Code §54957.

The meeting reconvened at 6:51 p.m., with City Attorney Costanzo reporting that Council unanimously agreed to accept David Elias' resignation and also unanimously agreed to contact an outside individual to determine the willingness to serve as Interim City Manager.

ADJOURNMENT: There being no further discussion the meeting was adjourned at 6:52 p.m.

Respectfully submitted,

Reyna Rivera
City Clerk

Michael Derr
Mayor

1.c.
CITY OF SELMA
WORKSHOP/PRE-COUNCIL MEETING
December 4, 2017

The Workshop/ pre-Council meeting of the Selma City Council was called to order at 8:30 p.m. in the Council Chambers. Council members answering roll call were: Franco, Montijo, Robertson, Mayor Pro Tem Avalos, and Mayor Derr.

Also present were City Attorney Costanzo, Finance Manager Moreno, Police Chief Garner, Public Works Director and interested citizens.

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

EXECUTIVE SESSION: At 5:33 p.m., Mayor Derr recessed the meeting into Executive Session to discuss Public Employment Title: City Manager, pursuant to Government Code §54957.

The meeting reconvened at 5:54 p.m., with City Attorney Costanzo stating that Council unanimously approved a consultant agreement for interim city manager services and recruitment services with Henry Perea. City Attorney Costanzo then stated that a motion would be appropriate to add a resolution ratifying a consultant agreement for interim city manager and recruitment services and appointing interim city manager Henry Perea, to the regular agenda as item number three (3). Motion was made by Council member Franco and seconded by Council member Montijo. Motion carried by the following meeting:

AYES:	Montijo, Franco, Robertson, Avalos, Derr
NOES:	None
ABSTAIN:	None
ABSENT:	None

ADJOURNMENT: There being no further business, the meeting was adjourned at 5:55 p.m.

Respectfully submitted,

Reyna Rivera
City Clerk

Michael Derr
Mayor of the City of Selma

1.d.
CITY OF SELMA
REGULAR COUNCIL MEETING
December 4, 2017

The regular meeting of the Selma City Council was called to order at 6:04 p.m. in the Council Chambers. Council members answering roll call were: Franco, Montijo, Robertson, Mayor Pro Tem Avalos, and Mayor Derr.

Also present were City Attorney Costanzo, Community Services Director Kirchner, Finance Manager Moreno, Fire Chief Kain, Police Chief Garner, Public Works Director Shiplee, the press and interested citizens.

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

INVOCATION: Pastor Joe Alvarez of Iglesia Antioqua/Valley Life Community Church led the invocation.

CITY COUNCIL REORGANIZATION: City Attorney Costanzo discussed that Ordinance 2016-6 established a procedure for the selection of the Mayor and Mayor Pro Tempore, and that anyone can opt out or pass on occupying the position of either Mayor Pro Tempore or Mayor, therefore a confirmation is needed.

City Attorney Costanzo further stated the most senior Councilperson Jim Avalos and next most senior Councilperson Scott Robertson shall occupy the offices of Mayor and Mayor Pro Tempore, respectively.

Council member Jim Avalos confirmed acceptance to position of Mayor, and Council member Scott Robertson confirmed acceptance to position of Mayor Pro Tempore.

At this point in the meeting, Council adjusted seating arrangements on the dais.

City Clerk Rivera administered the Oath of Office to Mayor Avalos and Mayor Pro Tem Robertson. Mayor Avalos presented Council member Derr with a plaque in recognition of his service as mayor.

ORAL COMMUNICATIONS: Mr. Matt Rogers, representing Senator Kamala Harris' office stepped forward to present Mayor Avalos with a Certificate of Recognition.

Jerry Hunsucker, Nick Sahota, Don Hunsucker, Fowler Mayor David Cardenas, Joe Mendoza, Pastor Nelson Schwamb, County Supervisor Buddy Mendes, Abraham Subhini, Ellis McDaniel, Phil Desatoff, LindaMay Balakian-Hunsucker, and Armando Lopez all stepped forward to congratulate Mayor Avalos.

CONSENT CALENDAR: Mayor Pro Tem Robertson requested that agenda items 2.a., 2.f., and 2.h., be pulled for separate consideration. Council member Montijo then motioned to approve the remainder of the Consent Calendar as read. The motion was seconded by Council member Derr and carried with the following vote:

AYES: Montijo, Derr, Franco, Robertson, Avalos
NOES: None
ABSTAIN: None
ABSENT: None

- a. Pulled for separate discussion.
- b. RESOLUTION NO. 2017 – 65R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA AUTHORIZING AND DESIGNATING AUTHORIZED PERSONS TO ESTABLISH AND WITHDRAW FROM BANK ACCOUNTS AT UNION BANK OF CALIFORNIA, N.A. – Checking Account. Resolution approved by standard motion.
- c. RESOLUTION NO. 2017 – 66R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA AUTHORIZING AND DESIGNATING AUTHORIZED PERSONS TO ESTABLISH AND WITHDRAW FROM BANK ACCOUNTS AT UNION BANK OF CALIFORNIA, N.A. – Payroll Account. Resolution approved by standard motion.
- d. RESOLUTION NO. 2017 – 67R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA AUTHORIZING AND DESIGNATING AUTHORIZED PERSONS TO ESTABLISH AND WITHDRAW FROM BANK ACCOUNTS AT UNION BANK OF CALIFORNIA, N.A. – PIOC Account. Resolution approved by standard motion.
- e. RESOLUTION NO. 2017 – 68R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA AUTHORIZING INVESTMENT OF CITY OF SELMA MONIES IN THE LOCAL AGENCY INVESTMENT FUND – CITY LAIF. Resolution approved by standard motion.
- f. Pulled for separate discussion.
- g. RESOLUTION NO. 2017 – 69R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA AWARDING CONSULTANT AGREEMENT TO GATEWAY ENGINEERING FOR PRELIMINARY ENGINEERING FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS IN THE CITY OF SELMA FOR THREE CONSECUTIVE FISCAL YEARS, 2018/2019, 2019/2020 AND 2020/2021. Resolution approved by standard motion.
- h. Pulled for separate discussion.

AGENDA ITEM 2.a. CONSIDERATION AND NECESSARY ACTION ON RESOLUTION AUTHORIZING AND DESIGNATING PERSON AS TRUSTEES FOR THE CITY OF SELMA 457 TAX DEFERRED COMPENSATION PLAN – PLAN NUMBER 609015164: Motion to approve RESOLUTION NO. 2017 – 64R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA REMOVING

AND DESIGNATING PERSONS AS TRUSTEES OF THE CITY OF SELMA 457 TAX DEFERRED COMPENSATION PLAN - PLAN NUMBER 609015164 was made by Mayor Pro Tem Robertson. Motion was seconded by Council member Franco and carried with the following vote:

AYES: Robertson, Franco, Derr, Montijo, Avalos
NOES: None
ABSTAIN: None
ABSENT: None

AGENDA ITEM 2.f. CONSIDERATION AND NECESSARY ACTION ON AUTHORIZING THE APPROVAL OF THE AGREEMENT FOR SERVICES WITH FRESNO COUNTY RURAL TRANSIT AGENCY IN COMPLIANCE WITH THE FEDERAL TRANSIT ADMINISTRATION GUIDANCE ON SAFETY AND SECURITY FOR PUBLIC TRANSIT OPERATORS: Mayor Pro Tem Robertson introduced Mr. Moses Stites representing FCRTA who stepped forward and provided background information on the proposed MOU. After discussion, motion to approve the MEMORANDUM OF UNDERSTANDING BETWEEN THE FRESNO COUNTY RURAL TRANSIT AGENCY AND THE CITY FOR SAFETY AND SECURITY FOR PUBLIC TRANSIT was made by Mayor Pro Tem Robertson. Motion was seconded by Council member Franco and carried with the following vote:

AYES: Robertson, Franco, Derr, Montijo, Avalos
NOES: None
ABSTAIN: None
ABSENT: None

AGENDA ITEM 2.h. CONSIDERATION AND NECESSARY ACTION ON CHECK REGISTER DATED NOVEMBER 30, 2017: After discussion, motion to approve CHECK REGISTER DATED NOVEMBER 30, 2017 was made by Mayor Pro Tem Robertson and seconded by Council member Franco. Motion carried with the following vote:

AYES: Robertson, Franco, Derr, Montijo, Avalos
NOES: None
ABSTAIN: None
ABSENT: None

ADDITION TO AGENDA:

CONSIDERATION AND NECESSARY ACTION ON RESOLUTION RATIFYING CONSULTANT AGREEMENT FOR INTERIM CITY MANAGER AND RECRUITMENT SERVICES AND APPOINTMENT OF INTERIM CITY MANAGER: City Attorney Costanzo discussed the Resolution for Council. After much Council discussion, Council member Derr motioned to approve **RESOLUTION NO. 2017 – 70R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA RATIFYING CONSULTANT AGREEMENT FOR INTERIM CITY MANAGER AND**

RECRUITMENT SERVICES AND APPOINTING INTERIM CITY MANAGER.

Motion was seconded by Mayor Pro Tem Robertson. The Motion carried with the following vote:

AYES:	Derr, Robertson, Franco, Montijo, Avalos
NOES:	None
ABSTAIN:	None
ABSENT:	None

COUNCIL REPORTS: Council member Montijo reported on attending the following: Christmas parade, Five Cities meeting, and recent Selma Catholic Women's event.

Council member Franco discussed his goals and focus as a council member to serve the community.

Council member Derr reported on attending the following: SKF Solar Groundbreaking event, Fresno Veterans Parade, Reading Programs at two schools, TEAM Selma meeting, COG meeting, Toyota Dealership Ribbon cutting, and Christmas Parade.

Mayor Pro Tem Robertson reported on attending the following: Toyota Dealership Ribbon cutting, recent play at the Arts Center, TEAM Selma meeting, and the Selma Healthcare meeting.

Mayor Avalos thanked everyone for attending.

ORAL COMMUNICATIONS: Mrs. Janalee Jones, 1405 Evergreen stepped forward to discuss the recent community forum and the priorities that the community focused on.

Mr. Mark Armenta stepped forward to provide Club updates for the Boys and Girls Club. He also thanked Mr. Moses Stites, for their field trip transportation.

Mr. Joe. Gonzalez, Selma resident, stepped forward to congratulate Mayor Avalos.

ADJOURNMENT: There being no further business, the meeting was adjourned at 6:59 p.m.

Respectfully submitted,

Reyna Rivera
City Clerk

Jim Avalos
Mayor of the City of Selma

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

January 16, 2018

ITEM NO:

1.e.

SUBJECT:

Consideration and necessary action on Resolution adopting the amended Section 125 Plan ("Cafeteria Plan") year ending December 31, 2018.

DISCUSSION:

The City of Selma has had a Section 125 Plan ("Cafeteria Plan") since 01/01/1999. The "Cafeteria Plan" is designed to allow eligible employees to pay for his or her share of contributions under one or more insurance plans on a pre-tax salary reduction basis. It also allows eligible employees to elect a Flexible Spending Account and to contribute to it with pre-tax dollars for the reimbursement of non-reimbursed medical expenses and dependent care expenses.

The Plan documents have been updated per compliance with the Internal Revenue Service regulations and the Affordable Care Act. The Resolution adopts the updated Section 125 Plan and authorizes the City Manager to execute and deliver to the Plan Administrator all required plan documents.

RECOMMENDATION:

Approve Resolution adopting the amended Section 125 Plan ("Cafeteria Plan") for 2018 in compliance with Section 125 of the Internal Revenue Code regulations and the Affordable Care Act.

Tesla Nason

Tesla Nason, Human Resources Analyst

1/12/18

Date

/s/ Henry Perea

Henry Perea, Interim City Manager

1/12/18

Date

RESOLUTION NO. 2018- R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA
ADOPTING THE AMENDED SECTION 125 PLAN (CAFETERIA PLAN)
YEAR ENDING DECEMBER 31, 2018**

WHEREAS, the Section 125 Plan was originally effective on January 1, 1999 and has been updated in compliance with Internal Revenue Service regulations and the Affordable Care Act; and

WHEREAS, PACETPA acts as the Third Party Administrator (TPA) providing administrative and compliance services for the City of Selma Section 125 Plan; and

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the City of Selma hereby adopts the amended Section 125 Plan effective January 1, 2018 through December 31, 2018. Attached hereto as Exhibit A are the Plan Documents, Adoption Agreement, Summary Plan Description and Wrap Plan Document.
2. The City Council of the City of Selma authorizes the City Manager to execute and deliver to the Plan Administrator all required plan documents.
3. The City Council of the City of Selma directs Plan Administrator to take such actions that are deemed necessary and proper in order to implement the amended Plan, and to set up adequate accounting and administrative procedures to provide benefits under the Plan.

The foregoing resolution was duly approved at a regular meeting held on the 16th day of January, 2018 by the following vote, to wit:

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

Jim Avalos
Mayor

Reyna Rivera
City Clerk



Plan Design, Administration, Compliance, Education

**CITY OF SELMA
SECTION 125 FLEXIBLE SPENDING PLAN**

BASIC PLAN DOCUMENT #125

Effective January 1, 2018

Prepared by:
PACE TPA

**CITY OF SELMA
SECTION 125 FLEXIBLE SPENDING PLAN
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ARTICLE 1. INTRODUCTION

Section 1.01 PLAN

This document ("Basic Plan Document") and its related Adoption Agreement are intended to qualify as a cafeteria plan within the meaning of Code section 125. To the extent provided in the Adoption Agreement, the Plan provides for the pre-tax payment of premiums and contributions to spending accounts that are excludable from gross income under Code section 125, reimbursement of certain medical expenses that are excludable from gross income under Code section 105(b), reimbursement of certain dependent care expenses that are excludable from gross income under Code section 129, reimbursement of certain adoption expenses that are excludable from gross income under Code section 137, and/or for such other benefits as set forth herein.

Section 1.02 APPLICATION OF PLAN

Except as otherwise specifically provided herein, the provisions of this Plan shall apply to those individuals who are Eligible Employees of the Employer on or after the Effective Date. Except as otherwise specifically provided for herein, the rights and benefits, if any, of former Eligible Employees of the Employer whose employment terminated prior to the Effective Date, shall be determined under the provisions of the Plan, as in effect from time to time prior to that date.

ARTICLE 2. DEFINITIONS

Account means

the bookkeeping balance of an account established for each Participant as of the applicable date. "Account" or "Accounts" shall include, to the extent provided in the Adoption Agreement, a Premium Conversion Account, a General Purpose Health Flexible Spending Account, an HSA-Compatible Health Flexible Spending Account, a Dependent Care Assistance Plan Account, an Adoption Assistance Flexible Spending Account and such other account(s) or subaccount(s) as the Plan Administrator, in its discretion, deems appropriate.

Adoption Agreement means

the document executed in conjunction with this Basic Plan Document that contains the optional features selected by the Plan Sponsor.

Adoption Assistance Flexible Spending Account or Adoption Assistance FSA means

the Account established with respect to the Participant's election to have Adoption Expenses reimbursed by the Plan pursuant to Article 10.

Adoption Expenses means

the expenses described in Section 10.05(b)(2).

Affiliate means

the Plan Sponsor or any other employer required to be aggregated with the Plan Sponsor under Code sections 414(b), (c), (m) or (o); provided, however, that "Affiliate" shall not include any entity or unincorporated trade or business prior to the date on which such entity, trade or business satisfies the affiliation or control tests described above.

Benefits means

the benefit options available to Eligible Employees under the Plan.

COBRA means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

Code means

the Internal Revenue Code of 1986, as amended from time to time.

Compensation means

the cash wages or salary paid to a Participant. If the Adoption Agreement indicates that the Plan is a simple cafeteria plan as

defined in Code section 125(j), "Compensation" shall mean Section 414(s) Compensation (defined below).

Contract means

an insurance policy, contract or self-funded arrangement under which a Participant is eligible to receive benefits regardless of whether such policy, contract or arrangement is related to any benefit offered hereunder. "Contract" shall not include any product which is advertised, marketed, or offered as long-term care insurance. "Contract" shall not include any qualified health plan (as defined in section 1301(a) of the Patient Protection and Affordable Care Act) offered through an exchange established under section 1311 of such Act unless the Employer is a qualified employer (as defined in section 1312(f)(2) of the Patient Protection and Affordable Care Act) offering the Employee the opportunity to enroll through such exchange in a qualified health plan in a group market.

Dependent means

an individual who qualifies as a dependent of a Participant under Code section 152 (as modified by Code section 105(b)). For purposes of the Premium Conversion Account, "Dependent" does not include any individual who is not a dependent under the underlying Contract. A child who is determined to be a Participant's alternate recipient under a qualified medical child support order under ERISA section 609 shall be considered a Dependent under this Plan, as applicable.

Dependent Care Assistance Plan Account or DCAP Account means

the Account established with respect to the Participant's election to have dependent care expenses reimbursed by the Plan pursuant to Article 8.

Effective Date shall have the meaning

set forth in Part A of the Adoption Agreement, provided that when a provision of the Plan states another effective date, such stated specific effective date shall apply as to that provision.

Eligible Employee means

any Employee employed by an Employer, subject to the modifications and exclusions described in the Adoption Agreement. If an individual is subsequently reclassified as, or determined to be, an Employee by a court, the Internal Revenue Service or any other governmental agency or authority, or if the Employer is required to reclassify such individual an Employee as a result of such reclassification determination (including any reclassification by the Employer in settlement of any claim or action relating to such individual's employment status), such individual shall not become an Eligible Employee by reason of such reclassification or determination.

An individual who becomes employed by an Employer in a transaction between the Employer and another entity that is a stock or asset acquisition, merger, or other similar transaction involving a change in the employer of the employees of the other entity shall not become eligible to participate in the Plan until the Employer or Plan Sponsor specifically authorizes such participation.

Employee means

any individual who is a common-law employee of an Employer, a leased employee as described in Code section 414(n), or full-time life insurance salesman as defined in Code section 7701(a)(20). The term "Employee" shall not include: (i) a self-employed individual (including a partner) as defined in Code section 401(c), or (ii) any person who owns (or is considered as owning within the meaning of Code section 318) more than 2 percent of the outstanding stock or combined voting power of an S corporation.

Employer means

the Plan Sponsor and any other entity that has adopted the Plan with the approval of the Plan Sponsor.

ERISA means

the Employee Retirement Income Security Act of 1974, as amended from time to time.

Flex Credits means

the Employer contributions described in Section 11.01 of the Plan.

FMLA means

the Family and Medical Leave Act of 1993 as amended from time to time.

Grace Period means

the designated period following a Plan Year during which a Participant who has unused benefits or contributions relating to a Benefit (for example, a Health FSA or DCAP Account) from the immediately preceding Plan Year and who incurs expenses for

that same Benefit during the period, may be paid or reimbursed for those expenses as if the expenses had been incurred in the immediately preceding Plan Year.

General Purpose Health Flexible Spending Account or General Purpose Health FSA means

the Account established with respect to the Participant's election to have medical expenses reimbursed by the Plan pursuant to Article 6.

Health Flexible Spending Account or Health FSA means

the General Purpose Health FSA and/or HSA-Compatible Health FSA established with respect to the Participant's election to have medical expenses reimbursed by the Plan pursuant to Article 6 and Article 7.

Health Savings Account or HSA means

a health savings account established pursuant to Article 9.

Highly Compensated Employee means

an Employee described in Code section 414(q).

Highly Compensated Individual means

an individual within the meaning of Code section 105(h)(5).

HIPAA means

the Health Insurance Portability and Accountability Act of 1996, as amended from time to time.

HRA means

a health reimbursement arrangement subject to Code section 105.

HSA-Compatible Health Flexible Spending Account or HSA-Compatible Health FSA means

a Limited Purpose Health Flexible Spending Account and/or a Post-Deductible Health Flexible Spending Account.

Key Employee means

an Employee described in Code section 416(i).

Leased Employee means

an Employee described in Code section 414(n)(2).

Limited Purpose Health Flexible Spending Account or Limited Purpose Health FSA means

the Account established with respect to the Participant's election to have medical expenses, as described in Section 7.05(b)(1), reimbursed by the Plan pursuant to Article 7.

Qualified Plan means

the retirement plan sponsored by an Employer and identified in the Adoption Agreement.

Participant means

an Eligible Employee who participates in the Plan in accordance with Articles 3 and 4.

Plan means

the plan as identified in Part A.2 of the Adoption Agreement and as described in this Basic Plan Document and Adoption Agreement.

Plan Administrator means

the person(s) designated pursuant to the Adoption Agreement and Section 14.01.

Plan Sponsor means

the entity described in the Adoption Agreement that maintains the Plan.

Plan Year means

the 12-consecutive month period described in Part A of the Adoption Agreement.

Post-Deductible Health Flexible Spending Account or Post-Deductible Health FSA means

the Account established with respect to the Participant's election to have medical expenses, as described in Section 7.05(b)(2), reimbursed by the Plan pursuant to Article 7.

Premium Conversion Account means

the Account established with respect to the Participant's election to have premiums reimbursed by the Plan pursuant to Article 5.

PTO means

elective paid time off that must be used or forfeited by the last day of the Plan Year in which it was awarded.

Salary Reduction Agreement means

the agreement pursuant to which an Eligible Employee elects to reduce his or her Compensation and instead receive a Benefit provided under the Plan.

Section 414(s) Compensation means

compensation as defined in Code section 414(s) and Treas. Reg. section 1.414(s)-1. The period used to determine an Employee's compensation for a Plan Year must be either the Plan Year or the calendar year ending within the Plan Year. Whichever period is selected by the Plan Administrator must be applied uniformly to determine the compensation of every Eligible Employee under the Plan for that Plan Year. The Plan Administrator may, however, limit the period taken into account under either method to that portion of the Plan Year or calendar year in which the Employee was an Eligible Employee, provided that this limit is applied uniformly to all Eligible Employees.

Termination and Termination of Employment means

any absence from service that ends the employment of an Employee with the Employer.

ARTICLE 3. ELIGIBILITY

An Eligible Employee is an Employee who meets the age and service requirements set forth in the Adoption Agreement and who is not excluded pursuant to (a) Section 3.02, (b) the provisions governing the applicable Benefit below, or (c) the Adoption Agreement. An Eligible Employee may elect to participate in the Plan in accordance with Article 4.

Eligible Employees who were eligible to participate in the Plan immediately prior to the Effective Date shall be eligible to participate in the Plan on the Effective Date. Notwithstanding the foregoing, an Eligible Employee shall be eligible to make elections only for the Accounts as are specifically authorized in the Adoption Agreement.

Section 3.02 INELIGIBLE EMPLOYEES

Notwithstanding anything herein to the contrary, the Employees identified in the Adoption Agreement as such are not Eligible Employees and may not participate in any Benefit under the Plan.

Section 3.03 LEAVE OF ABSENCE

(a) FMLA Leave of Absence.

- (1) *Health Benefits.* If a Participant takes a leave of absence under FMLA, the Participant shall be entitled to continue to participate in those Benefits under the Plan that provide health care, including the Premium Conversion Account for payment of premiums applicable to health care, the Health FSA, and Flex Credits. A Participant may also elect to revoke coverage during an unpaid FMLA leave of absence or continue coverage but discontinue contributions for the period of the FMLA leave of absence, as set forth in the Adoption Agreement. If a Participant elects to revoke coverage during the unpaid FMLA leave of absence, the coverage will be reinstated under the same terms upon the Participant's return from the FMLA leave of absence.
- (2) *Non-Health Benefits.* A Participant shall not be entitled to continue to participate in Benefits under the Plan that do not provide health care except to the extent provided in the Adoption Agreement or in accordance with the Employer's established policy for providing such Benefits when an Employee is on non-FMLA leave. Participant contributions for Benefits during a leave of absence under FMLA shall be determined by the Plan Administrator in accordance with Code section 125.
- (3) *Non-FMLA Leave of Absence.* If a Participant takes an unpaid leave of absence other than under FMLA, the

Participant shall not be entitled to continue to participate in Benefits under the Plan except to the extent provided in the Adoption Agreement or in accordance with the Employer's established policy for providing such Benefits when an Employee is on non-FMLA leave.

- (4) *USERRA*. If a Participant is on a leave of absence in the uniformed services under the Uniformed Services Employment and Reemployment Rights Act (USERRA), the Participant shall be entitled to elect to continue participation in the Premium Conversion Account and Health FSA for the lesser of (i) 24 months, beginning on the date the Participant's absence began and (ii) the date the Participant fails to apply for or return to employment with the Employer, as determined under USERRA.
- (5) *Applicable State Law*. The Plan Administrator shall permit a Participant to continue Benefits under the Plan as required under any applicable state law to the extent that such law is not pre-empted by federal law.
- (6) *Paid Leave of Absence*. A Participant shall not be entitled to revoke participation in any Benefits during a paid leave of absence except in accordance with Article 4.

Section 3.04 TERMINATION OF PARTICIPATION

If a Participant remains an Employee but is no longer an Eligible Employee (e.g., due to a change in job classification), his or her participation in the Plan shall terminate on the date on which the Participant ceases to be an Eligible Employee, unless provided otherwise herein or in the Adoption Agreement. Should such Employee again qualify as an Eligible Employee, he or she shall be eligible to participate in the Plan as of the first day of the subsequent Plan Year, unless earlier participation is required by applicable law or permitted pursuant to Section 4.03.

Section 3.05 TERMINATION OF EMPLOYMENT

If a Participant has a Termination of Employment, his or her participation in the Plan shall be governed in accordance with the terms of the applicable Benefit as provided herein.

Section 3.06 REEMPLOYMENT

- (a) Except as otherwise provided in the Adoption Agreement, the Plan Administrator shall automatically reinstate Benefit elections for Eligible Employees who are rehired by an Employer within 30 days of a Termination. If an Employee has a Termination of Employment and is subsequently reemployed by the Employer as an Eligible Employee more than 30 days following the date of Termination, the Plan Administrator may allow the Eligible Employee to elect to reinstate the Benefit election in effect at the time of Termination or to make a new election under the Plan, unless otherwise provided herein or in the Adoption Agreement.
- (b) *Ineligible Employees*. An Employee who has a Termination of Employment and who is subsequently reemployed by the Employer but is not an Eligible Employee shall be eligible to participate on the date the individual becomes an Eligible Employee and, at that time, may elect to participate in the Plan in accordance with Article 4.

ARTICLE 4. BENEFITS AND PARTICIPATION

Section 4.01 BENEFIT OPTIONS

Each Participant may elect to participate in the following Benefits to the extent selected in the Adoption Agreement, pursuant to the applicable Article herein:

- (a) Premium Conversion Account
- (b) General Purpose Health Flexible Spending Account
- (c) HSA-Compatible Health Flexible Spending Account
- (d) Dependent Care Assistance Plan Account
- (e) Adoption Assistance Flexible Spending Account
- (f) Health Savings Account
- (g) PTO Purchase/Sale
- (h) 401(k) Plan Contributions
- (i) Flexible Benefit Credits

Section 4.02 ELECTION TO PARTICIPATE

- (a) *Elections to Participate.* The Plan Administrator shall prescribe such forms and may require such data from an Eligible Employee as are reasonably required and permitted under applicable law to enroll the Eligible Employee in the Plan or to effectuate any elections made pursuant to this Article 4. The Plan Administrator may adopt procedures governing the elections described in this Article 4, including, without limitation, a minimum annual and per pay-period contribution amount, a maximum contribution per pay-period amount consistent with applicable annual limits, and the ability of a Participant to make after-tax contributions to the Plan.
- (b) *New Employees.* An Eligible Employee may elect to participate in the Benefits under the Plan during the period established by the Plan Administrator, which shall be no longer than 30 days after the date the Eligible Employee becomes an Employee. The election will be effective as of the Employee's hire date; provided, however, that amounts used to pay for such election must be made from Compensation not yet currently available on the date of the election.
- (c) *Newly Eligible Employees.* An Employee who becomes an Eligible Employee (for example, after satisfying the Plan's age and/or service requirements, if any) may elect to participate in the Benefits under the Plan during the period established by the Plan Administrator, which shall be no longer than 31 days after the date the Employee becomes an Eligible Employee. The election will be effective on a prospective basis.
- (d) *Continuing Eligible Employees.* An Eligible Employee may elect to enroll in the Plan or to modify or revoke his or her election during the period established by the Plan Administrator that precedes the Plan Year for which the election will be effective, except as provided in Article 9 and Article 10.
- (e) *Failure to Elect.* If an Eligible Employee does not make an election in accordance with the required enrollment procedures with respect to any or all Benefits under the Plan, the Eligible Employee will be deemed to have elected not to participate in such Benefit for the applicable Plan Year, except as otherwise provided herein or specified in the Adoption Agreement.

Section 4.03 MID-YEAR ELECTION CHANGES

An Eligible Employee's election to participate in a Benefit, other than an HSA, hereunder is irrevocable during the Plan Year, except that an Eligible Employee may change his or her election during the Plan Year no later than the end of the 31-day period beginning on the date of a Change in Status, unless provided otherwise in the Adoption Agreement. The election change must be on account of and correspond with a Change in Status that affects eligibility for coverage under the Plan.

A "Change in Status" means events described in Treasury Regulation section 1.125-4. Change in Status includes, but is not limited to, the following, to the extent provided in the Adoption Agreement:

- (a) *Legal Marital Status.* Events that change an Eligible Employee's legal marital status, including marriage, death of spouse, divorce, legal separation, and annulment.
- (b) *Number of Dependents.* Events that change an Eligible Employee's number of Dependents, including birth, death, adoption, and placement for adoption.
- (c) *Employment Status.* Any of the following events that change the employment status of the Eligible Employee, the Eligible Employee's spouse, or the Eligible Employee's Dependent: a termination or commencement of employment, a strike or lockout, a commencement of or return from an unpaid leave of absence, and a change in worksite. In addition, if the eligibility conditions of the Plan or other employee benefit plan of the Employer of the Eligible Employee or the Eligible Employee's Spouse or Dependent depend on the employment status of that individual and there is a change in that individual's employment status with the consequence that the individual becomes (or ceases to be) eligible under the applicable plan, then that change constitutes a change in employment under this paragraph (c).
- (d) *Dependent satisfies or ceases to satisfy eligibility requirements.* Events that cause an Eligible Employee's Dependent to satisfy or cease to satisfy eligibility requirements for coverage on account of attainment of age, student status, or any similar circumstance.
- (e) *Residence.* A change in the place of residence of the Eligible Employee or the Eligible Employee's spouse or Dependent.
- (f) *Adoption Assistance.* For purposes of adoption assistance provided through the Plan, the commencement or termination of an adoption proceeding.
- (g) *COBRA.* If the Eligible Employee or the Eligible Employee's spouse or Dependent becomes eligible for continuation coverage under an Employer's group health plan as provided in Code section 4980B or any similar state law, the Eligible Employee may elect to increase contributions to his or her Premium Conversion Account under the Plan in order to pay for the continuation coverage.
- (h) *Court Order.* A judgment, decree, or other order resulting from a divorce, legal separation, annulment, or change in legal custody (including a qualified medical child support order as defined in ERISA section 609) that requires accident or health coverage for an Eligible Employee's child or for a foster child who is a Dependent of the employee. The Eligible Employee may change his or her election to provide coverage for the child if the order requires coverage for the child under the Plan and may cancel coverage under the Plan for the child if the order requires the Eligible Employee's spouse, former spouse, or other individual to provide coverage for the child, and that coverage is, in fact, provided.
- (i) *Entitlement to Medicare or Medicaid.* If an Eligible Employee or an Eligible Employee's spouse or Dependent who is

enrolled in an Employer's accident or health plan becomes enrolled under Part A or Part B of Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under section 1928 of the Social Security Act (the program for distribution of pediatric vaccines), the Eligible Employee may make a prospective election change to cancel or reduce coverage of that Employee, spouse, or Dependent under the Employer-sponsored accident or health plan. In addition, if an Eligible Employee or an Eligible Employee's spouse or Dependent who has been enrolled in such coverage under Medicare or Medicaid loses eligibility for such coverage, the Eligible Employee may make a prospective election to commence or increase his or her coverage or the coverage of his or her spouse or Dependent, as applicable, under the Employer-sponsored accident or health plan.

(j) *Significant Cost or Coverage Changes.*

- (1) *Automatic Changes.* If the cost of an Employer-sponsored Contract premium increases (or decreases) during a period of coverage and, under the terms of the Contract, Eligible Employees are required to make a corresponding change in their payments, the Plan may, on a reasonable and consistent basis, automatically make a prospective increase (or decrease) in affected Eligible Employees' elective contributions for the Plan.
- (2) *Significant Cost Changes.* If the cost charged to an Eligible Employee for a Contract benefit package option significantly increases or significantly decreases during a period of coverage, the Plan may permit the Eligible Employee to make a corresponding change in an election under the Plan. Changes that may be made include commencing participation in the Plan for the option with a decrease in cost, or, in the case of an increase in cost, revoking an election for that coverage and, in lieu thereof, either receiving on a prospective basis coverage under another benefit package option providing similar coverage or dropping coverage if no other benefit package option providing similar coverage is available. For example, if the cost of an indemnity option under an accident or health plan significantly increases during a period of coverage, Eligible Employees who are covered by the indemnity option may make a corresponding prospective increase in their payments or may instead elect to revoke their election for the indemnity option and, in lieu thereof, elect coverage under another benefit package option including an HMO option (or drop coverage under the accident or health plan if no other benefit package option is offered).

A cost increase or decrease refers to an increase or decrease in the amount of the elective contributions under the Plan, whether that increase or decrease results from an action taken by the Eligible Employee (such as switching between full-time and part-time status) or from an action taken by an Employer (such as reducing the amount of Employer contributions for a class of Eligible Employees).

This paragraph (j) applies in the case of the Dependent Care Assistance Plan Account only if the cost change is imposed by a Dependent care provider who is not a relative of the Eligible Employee as described in Code section 152(a)(1) through (8), incorporating the rules of Code section 152(b)(1) and (2). This paragraph (j) does not apply to Health FSAs.

(k) *Significant Curtailment Without Loss of Coverage.* If an Eligible Employee or an Eligible Employee's spouse and/or Dependent has a significant curtailment of coverage under a Contract during a period of coverage that is not a loss of coverage as described in paragraph (l) of this section (for example, there is a significant increase in the deductible, the copay, or the out-of-pocket cost sharing limit under the Contract), the Eligible Employee may revoke his or her election for that coverage and, in lieu thereof, elect to receive on a prospective basis coverage under another benefit package option providing similar coverage. This paragraph (k) does not apply to Health FSAs.

(l) *Significant Curtailment With Loss of Coverage.* If an Eligible Employee (or an Eligible Employee's spouse or Dependent) has a significant curtailment that is a loss of coverage, the Eligible Employee may revoke his or her election under the Plan and, in lieu thereof, elect either to receive on a prospective basis coverage under another benefit package option providing similar coverage or to drop coverage if no similar benefit package option is available. For purposes of this paragraph (l), a loss of coverage means:

- (1) a complete loss of coverage under the benefit package option or other coverage option (including the elimination of a benefits package option, an HMO ceasing to be available in the area where the individual resides, or the individual losing all coverage under the option by reason of an overall lifetime or annual limitation);
 - (2) a substantial decrease in the medical care providers available under the Contract (such as a major hospital ceasing to be a member of a preferred provider network or a substantial decrease in the physicians participating in a preferred provider network or an HMO);
 - (3) a reduction in the benefits for a specific type of medical condition or treatment with respect to which the Eligible Employee or the Eligible Employee's spouse or Dependent is currently in a course of treatment; or
 - (4) any other similar fundamental loss of coverage as determined by the Plan Administrator's in its sole discretion.
- This paragraph (l) does not apply to Health FSAs.

(m) *Addition or Improvement of a Benefit Package Option.* If the Plan or a Contract adds a new benefit package option or other coverage option, or if coverage under an existing benefit package option or other coverage option is significantly improved during a period of coverage, an Eligible Employee may revoke his or her election under the Plan and, in lieu thereof, to make an election on a prospective basis for coverage under the new or improved benefit package option. This paragraph (m) does not apply to Health FSAs.

- (n) *Change in Coverage Under Another Employer Plan.* An Eligible Employee may make a prospective election change that is on account of and corresponds with a change made under another employer plan (including another plan of the Employer or of another employer) if -
- (1) The other cafeteria plan or qualified benefits plan permits participants to make an election change that would be permitted under paragraphs (a) through (o) of this section (disregarding this paragraph (n)(1)); or
 - (2) This Plan permits Eligible Employees to make an election for a Plan Year that is different from the period of coverage under the other cafeteria plan or qualified benefits plan.
- This paragraph (n) does not apply to Health FSAs.
- (o) *FMLA.* If a Participant contributes to the cost of such Benefit, he or she may revoke coverage or continue coverage but discontinue payment of his or her share of the cost of a Benefit that provides group health plan coverage (including a Health FSA) during the period of a leave of absence under FMLA. An Eligible Employee who revokes coverage shall be entitled to reinstate coverage upon returning from a leave of absence under FMLA.
- (p) *Loss of Coverage Under Other Group Health Coverage.* An Eligible Employee may make an election on a prospective basis to add coverage under the Plan for the Eligible Employee and/or the Eligible Employee's spouse and/or Dependent if the Eligible Employee and/or the Eligible Employee's spouse and/or Dependent loses coverage under any group health coverage sponsored by a governmental or educational institution, including a State's children's health insurance program (SCHIP) under Title XXI of the Social Security Act; a medical care program of an Indian Tribal government (as defined in section 7701(a)(40)), the Indian Health Service, or a tribal organization; a State health benefits risk pool; or a Foreign government group health plan. This paragraph (p) does not apply to Health FSAs.
- (q) *Revocation due to Reduction in Hours of Service.* A Participant may prospectively elect to cancel contribution for and payment of the Employee-paid portion of the Employer-sponsored group health plan Contract premiums if (1) the Participant has been in an employment status under which the Participant was reasonably expected to average at least 30 hours of service per week and there is a change in that Participant's status so that the Participant will reasonably be expected to average less than 30 hours of service per week after the change, even if that reduction does not result in the Participant ceasing to be eligible under the Employer-sponsored group health plan and (2) the revocation of the election of coverage under the Employer-sponsored group health plan corresponds to the intended enrollment of the Participant, and any related individuals who cease coverage due to the revocation, in another plan that provides minimum essential coverage with the new coverage effective no later than the first day of the second month following the month that includes the date the original coverage is revoked.
- (r) *Enrollment in a Qualified Health Plan.* A Participant may prospectively elect to cancel contribution for and payment of the employee-paid portion of the Employer-sponsored group health plan Contract premiums if (1) the Participant is eligible for a special enrollment period to enroll in a "qualified health plan" through a competitive marketplace established under Section 1311 of the Patient Protection and Affordable Care Act ("Marketplace") or the Employee seeks to enroll in a qualified health plan through a Marketplace during the Marketplace's annual open enrollment period. The Plan Administrator reserves the right to determine whether an Eligible Employee has experienced a Change in Status and whether the Eligible Employee's requested election is consistent with such Change in Status.

ARTICLE 5. PREMIUM CONVERSION ACCOUNT

Section 5.01 IN GENERAL

To the extent that the Adoption Agreement authorizes Premium Conversion Accounts, an Employee may elect to have a portion of his or her Compensation applied by the Employer toward the Premium Conversion Account. The Account established under this Article 5 is intended to qualify under Code sections 79 and 106(a) and shall be interpreted in a manner consistent with such Code sections.

Section 5.02 ELIGIBLE EMPLOYEES

All Employees are eligible to participate in the Premium Conversion Account, except as otherwise specified in the Adoption Agreement.

Section 5.03 ENROLLMENT

- (a) *Enrollment.* An Eligible Employee may enroll in the Premium Conversion Account in accordance with Article 4. Except as otherwise provided in the Adoption Agreement, all Employees will automatically be enrolled in the Premium Conversion Account and will be deemed to have elected to contribute the entire amount of any premiums payable by the Employee for participation in Employer-sponsored Contract(s) unless he or she affirmatively elects otherwise in accordance with Section

4.02.

- (b) *Contributions.* A Participant's Premium Conversion Account will be credited with amounts withheld from the Participant's Compensation. The amount of a Participant's contribution to the Premium Conversion Account shall be equal to the amount of the Participant's portion of the premium on the applicable Contract. Except as elected in the Adoption Agreement, if the amount of the Participant's portion of the applicable premium on the Contract increases or decreases, the Participant's contribution to the Premium Conversion Account will automatically be adjusted to reflect the increase or decrease.
- (c) *Failure to Elect.* An Eligible Employee who fails to submit a Salary Reduction Agreement in accordance with the procedures adopted by the Plan Administrator shall not have any portion of his or her Compensation contributed to a Premium Conversion Account for the Plan Year with respect to non-Employer sponsored Contracts unless the Adoption Agreement provides otherwise, regardless of the election he or she had in effect for the prior Plan Year. An Eligible Employee who affirmatively elected not to participate in the Premium Conversion Account for the Plan Year with respect to Employer-sponsored Contracts will not be enrolled in the Premium Conversion Account for any Plan Year until he or she affirmatively elects to participate in the Premium Conversion Account with respect to Employer-sponsored Contracts in accordance with Article 4.

Section 5.04 ELIGIBLE EXPENSES

A Participant's Premium Conversion Account will be debited for amounts applied to the Employee-paid portion of the applicable Contract premiums. The Plan Administrator will not direct the Employer to pay any premium on a Contract to the extent such payment exceeds the balance of a Participant's Premium Conversion Account.

Contributions to the Premium Conversion Account for Code section 79 coverage (group term life insurance) shall be made on an after-tax basis to the extent that the premiums relate to coverage in excess of the limit described in Code section 79(a).

Section 5.05 TERMINATION OF EMPLOYMENT

Upon a Participant's Termination of Employment, the Participant's contributions to the Premium Conversion Account will cease, except with respect to contributions for COBRA continuation coverage under the Employer-sponsored Contract, if applicable. Coverage under the applicable Contract may continue in accordance with the terms of the Contract for the remainder of the period of coverage with respect to which the required Contract premium has been paid.

ARTICLE 6. HEALTH FLEXIBLE SPENDING ACCOUNT

Section 6.01 IN GENERAL

To the extent that the Adoption Agreement authorizes Health Flexible Spending Accounts, an Eligible Employee may elect to participate in a General Purpose Health Flexible Spending Account in accordance with this Article 6. The Account established under this Article 6 is intended to qualify as a health flexible spending arrangement under Code sections 105 and 106(a) and shall be interpreted in a manner consistent with such Code sections.

Section 6.02 ELIGIBLE EMPLOYEES

The Employees identified in Article 3 are eligible to participate in the General Purpose Health Flexible Spending Account, except as otherwise specified in the Adoption Agreement. An Employee who is not eligible to participate in an Employer-sponsored group health plan is not eligible to participate in the General Purpose Health Flexible Savings Account. An Eligible Employee who has elected to participate in the HSA Benefit and/or the HSA-Compatible Health FSA Benefit is not eligible to participate in the General Purpose Health FSA Benefit under this Article 6.

Section 6.03 ENROLLMENT

- (a) *Enrollment.* An Eligible Employee may enroll in the General Purpose Health FSA and elect to have a portion of his or her Compensation contributed to a General Purpose Health FSA in accordance with Article 4. A Health FSA election is irrevocable for the Plan Year except in the event of a Change in Status as provided in Section 4.03. An Eligible Employee's election to enroll in the Health FSA will not become effective until the Employee is enrolled in an Employer-sponsored group health plan.
- (b) *Contributions.* A Participant's General Purpose Health FSA will be credited with amounts withheld from the Participant's

Compensation and any amounts contributed by the Employer pursuant to the Adoption Agreement.

- (c) *Failure to Elect.* Except as provided in the Adoption Agreement, an Eligible Employee who fails to submit a Salary Reduction Agreement in accordance with the procedures adopted by the Plan Administrator shall not have any portion of his or her Compensation contributed to a General Purpose Health FSA for the Plan Year, regardless of the election he or she had in effect for the prior Plan Year.

Section 6.04 LIMITS

- (a) The amount of an Eligible Employee's contribution to a Health Flexible Spending Account shall not exceed the maximum annual limit described in the Adoption Agreement, and in no event shall exceed the limitations set forth in Code section 125(i), as adjusted. The Code section 125(i) limit is reduced by the amount of Flex Credits, if any, that a Participant may elect to receive in cash as set forth in the Adoption Agreement or as a taxable benefit.
- (b) Employer contributions to a Participant's Health FSA will not exceed the greater of (a) two times the amount elected in the Participant's Salary Reduction Agreement to be contributed to the Health FSA for the Plan Year, including Flex Credits the Participant elects to contribute to the Health FSA, if applicable or, (b) \$500 plus the amount elected in the Participant's Salary Reduction Agreement and any Flex Credits contributed to the Health FSA. If the Plan provides for Flex Credits but does not allow the cash out of the Flex Credits, the maximum amount of Flex Credits that a Participant can elect contribute to the Health FSA shall be treated as an Employer contribution for purposes of this Section 6.04(b).

Section 6.05 ELIGIBLE EXPENSES

- (a) *Debits from the Health FSA.* A Participant's Health FSA will be debited for expenses described in this Section 6.05. The entire annual amount elected by the Eligible Employee on the Salary Reduction Agreement for the Plan Year for the Health FSA, less any reimbursements already disbursed from the General Purpose Health FSA, shall be available to the Participant at any time during the Plan Year without regard to the balance in the General Purpose Health FSA, provided that the amounts elected in the Salary Reduction Agreement have been contributed to date as provided in the Salary Reduction Agreement.
- (b) *Eligible Expenses.* Except as otherwise provided in the Adoption Agreement, a Participant may be reimbursed from his or her General Purpose Health FSA for expenses that are: (i) incurred in the Plan Year (or Grace Period, if applicable), (ii) incurred while he or she is a Participant in the Plan, and (iii) excludable under Code section 105(b); provided that such expenses are not covered, paid or reimbursed from any other source. For purposes of determining whether an expense is excludable under Code section 105(b), the following applies:
 - (1) *Michelle's Law.* "Dependents" shall also include students who have not attained the age of 24 for whom coverage is required under Code section 9813; provided, that treatment as a dependent due to a medically necessary leave of absence under Code section 9813 shall not extend beyond a period of one year.
 - (2) *Coverage of Adult Children.* Expenses for a child (as defined in Code section 152(f)(1)) of the Participant may be covered until the child's 26th birthday or, if provided for in the Adoption Agreement, until the end of the calendar year in which the child turns age 26.
 - (3) *Prescription Drug Expenses.* Reimbursement for expenses incurred for a medicine or a drug shall be treated as a reimbursement for medical expenses under Code section 105(b) only if such medicine or drug is prescribed (determined without regard to whether such drug is available without a prescription) or is insulin, as provided by IRS Notice 2010-59, as amended.

Section 6.06 REIMBURSEMENT

- (a) *Period for Reimbursement.* The Plan Administrator shall direct the reimbursement from a Participant's General Purpose Health FSA for eligible expenses incurred during the Plan Year. If the Adoption Agreement so provides, the unused contributions that remain in a Participant's General Purpose Health FSA at the end of a Plan Year may be used to reimburse expenses that are incurred during a Grace Period beginning on the first day of the subsequent Plan Year and ending no later than the fifteenth day of the third calendar month of such Plan Year, in accordance with Prop. Treas. Reg. section 1.125-1(e), as amended or superseded. No claims incurred during a Grace Period shall be reimbursed from a General Purpose Health FSA if the Plan permits carry over of General Purpose Health FSA balances under Section 6.07(b).
- (b) *Period for Submitting Claims.* A Participant may submit a request for reimbursement from his or her General Purpose Health FSA during the Plan Year and no later than the date specified in the Adoption Agreement. The claim must be made in the manner required by the Plan Administrator.
- (c) *Payment of Claims.* To the extent that the Plan Administrator approves the claim, the Employer shall: (i) reimburse the Participant or, (ii) at the option of the Plan Administrator, pay the service provider directly for any amounts payable from General Purpose Health FSA. The Plan Administrator shall establish a schedule, not less frequently than monthly, for the

payment of claims. Notwithstanding the foregoing payment schedule, the Plan Administrator may provide that payments/reimbursements from the General Purpose Health FSA of less than a certain amount may be carried forward and aggregated with future claims until the reimbursable amount is greater than such minimum, provided, however, that the entire amount of payments/reimbursements outstanding at the end of the Plan Year (or Grace Period, if applicable) shall be reimbursed without regard to the minimum payment amount.

- (d) *Coordination with HRA.* A Participant who is also eligible to participate in an HRA sponsored by the Employer shall not be entitled to payment/reimbursement under the General Purpose Health FSA for expenses that are reimbursable under both the General Purpose Health FSA and the HRA until the Participant has received his or her maximum reimbursement under the HRA. Notwithstanding the foregoing, a Participant shall be entitled to payment/reimbursement under the General Purpose Health FSA if, before the Plan Year begins, the plan document for the HRA specifies that coverage under the HRA is available only after expenses exceeding the applicable dollar amounts in the General Purpose Health FSA have been paid.
- (e) *Automatic Payment.* If the Adoption Agreement so provides, a Participant who elects to receive coverage under a Contract that is offered in conjunction with an Employer-sponsored benefit plan may elect that any eligible expenses that are not covered under the applicable Contract, such as co-payments, co-insurance or deductibles, be automatically paid through his or her General Purpose Health FSA.
- (f) *Debit Card.* Subject to IRS guidelines, the Plan Administrator may provide for the use of debit or stored value cards for payment of eligible General Purpose Health FSA expenses.

Section 6.07 **FORFEITURES**

- (a) *Forfeitures.* Any balance remaining in a Participant's General Purpose Health FSA at the end of any Plan Year subject to the carryover amount limit in subsection (b) below, if applicable (or after the Grace Period described in Section 6.06(a), if applicable), shall be forfeited and shall be used to (1) pay administrative expenses, (2) offset losses to the Health FSA due to reimbursements exceeding contributions for the Plan Year, (3) reduce the required salary reduction amounts for the next Plan Year, (4) reduce the required employer contributions for the next Plan Year, (4) reallocate to participants on a uniform basis, and/or (5) any other use allowed under all applicable laws and regulations. If the General Purpose Health FSA is not subject to ERISA, the forfeited amount can be returned to the Employer.
- (b) *Carryovers.* Notwithstanding subsection (a), and to the extent selected in the Adoption Agreement, the Plan will carry over to the immediately following Plan Year up to \$500 of any amount remaining unused as of the end of the Plan Year in a Participant's General Purpose Health FSA. The amount remaining unused as of the end of the Plan Year is the balance in the General Purpose Health FSA after all eligible expenses have been reimbursed and the claims deadline for the Plan Year has passed. The carryover amount may be used to pay or reimburse eligible expenses incurred during the Plan Year to which it is carried over. Any unused amount remaining in the General Purpose Health FSA in excess of \$500 (or a lower amount specified in the Adoption Agreement) will be forfeited in accordance with subsection (a) above. The Plan Administrator may prescribe procedures for the carryover including, but not limited to, establishing a minimum amount for carryover and requiring a Participant to use the rollover in the following Plan Year, provided that any such procedure is non-discriminatory.

Section 6.08 **CONVERSION TO AN HSA-COMPATIBLE HEALTH FSA**

If a Participant who has elected a General Purpose Health FSA for a given Plan Year establishes a Health Savings Account under the Plan or otherwise, and if an HSA-Compatible Health FSA is available under the Plan, he or she may irrevocably elect (or may be deemed by the Plan Administrator to have elected) effective as of the date he or she establishes the Health Savings Account (the "Conversion Date") to convert his or her election of a General Purpose Health FSA for such Plan Year to an election of an HSA-Compatible Health FSA for the balance of such Plan Year (and any applicable Grace Period). A General Purpose Health FSA cannot be converted to an HSA-Compatible Health FSA during the Grace Period following any Plan Year. An HSA-Compatible Health FSA may not be converted into a General Purpose Health FSA.

Section 6.09 **TERMINATION OF EMPLOYMENT**

Except as provided in the Adoption Agreement, contributions to a Participant's Health FSA shall cease upon Termination of Employment. Any balance remaining in a Participant's Health FSA on the date of his or her Termination of Employment shall be forfeited and shall remain the property of the Employer, except as expressly provided herein. However, no forfeiture shall occur until all payments and reimbursements hereunder have been made on claims submitted within 30 days following Termination of Employment, unless a different period for submitting claims following Termination of Employment is indicated in the Adoption Agreement.

Section 6.10 **QUALIFIED RESERVIST DISTRIBUTIONS**

- (a) If the Adoption Agreement provides for Qualified Reservist Distributions, a Participant may receive a distribution of the portion of his General Purpose Health FSA specified in the Adoption Agreement. The distribution will only be made if: (i) such Participant was a member of a reserve component ordered or called to active duty for a period in excess of 179 days or for an indefinite period and (ii) such distribution is made during the period beginning on the date of such order or call and ending on the last date that reimbursements could otherwise be made under the Plan for the Plan Year which includes the date of such order or call. A Qualified Reservist Distribution may not be made based on an order or call to active duty of any individual other than the Participant, including the spouse of the Participant.
- (b) A Participant may submit General Purpose Health FSA claims for medical expenses incurred before the date a Qualified Reservist Distribution is requested. The Participant shall not have the right to submit claims for medical expenses incurred after the date such Qualified Reservist Distribution is requested. The Plan shall pay the Qualified Reservist Distribution to the Participant within a reasonable time, but not more than sixty days after the request for a Qualified Reservist Distribution has been made.
- (c) This Subsection shall be construed in accordance with IRS Notice 2008-82 and any superseding guidance.

Section 6.11 SEPARATE PLAN

Although described within this document, the General Purpose Health FSA is a separate plan for purposes of administration and all reporting and nondiscrimination requirements imposed by Code section 105. The General Purpose Health FSA is also a separate plan for purposes of ERISA, HIPAA, and COBRA, if applicable.

ARTICLE 7. HSA-COMPATIBLE HEALTH FLEXIBLE SPENDING ACCOUNT

Section 7.01 IN GENERAL

To the extent that the Adoption Agreement authorizes Limited Purpose Health Flexible Spending Accounts and/or Post-Deductible Health Flexible Spending Accounts (collectively, "HSA-Compatible Health FSAs"), an Eligible Employee may elect to have a portion of his or her Compensation contributed to an HSA-Compatible Health FSA. The Account established under this Article 7 is intended to qualify as a health flexible spending arrangement under Code sections 105 and 106(a) and shall be interpreted in a manner consistent with such Code sections.

Section 7.02 ELIGIBLE EMPLOYEES

The Employees identified in Article 3 are eligible to participate in the HSA-Compatible Health FSA Benefit except as specified in the Adoption Agreement. An Employee who is not eligible to participate in Employer-sponsored group health plan is not eligible to participate in the HSA-Compatible Health FSA. A Participant who has elected the Health FSA under Article 6 is not eligible to elect an HSA-Compatible Health FSA except as otherwise provided in Section 6.08.

Section 7.03 ENROLLMENT

- (a) *Enrollment.* An Eligible Employee may enroll in an HSA-Compatible Health FSA in accordance with Article 4. An HSA-Compatible Health FSA election is irrevocable for the Plan Year except in the event of a Change in Status as provided in Section 4.03. An Eligible Employee's election to enroll in an HSA-Compatible Health FSA will not become effective until the Employee is enrolled in an Employer-sponsored group health plan.
- (b) *Contributions.* A Participant's HSA-Compatible Health FSA will be credited with amounts withheld from the Participant's Compensation and any amounts contributed by the Employer pursuant to the Adoption Agreement.
- (c) *Failure to Elect.* Except as provided in the Adoption Agreement, an Eligible Employee who fails to submit a Salary Reduction Agreement in accordance with the procedures adopted by the Plan Administrator shall not have any portion of his or her Compensation contributed to an HSA-Compatible Health FSA for the Plan Year, regardless of the election he or she had in effect for the prior Plan Year.

Section 7.04 LIMITS

The amount of contribution to a Participant's HSA-Compatible Health FSA shall not exceed the maximum annual limit described in

the Adoption Agreement, and in no event shall exceed the limitations set forth in Code section 125(i), as adjusted.

Section 7.05 ELIGIBLE EXPENSES

- (a) *Debits from the HSA-Compatible Health FSA.* A Participant's HSA-Compatible Health FSA will be debited for expenses described in this Section 7.05. The entire annual amount elected by the Eligible Employee on the Salary Reduction Agreement for the Plan Year for the HSA-Compatible Health FSA, less any reimbursements already disbursed for the Plan, shall be available to the Participant at any time during the Plan Year without regard to the balance in the HSA-Compatible Health FSA, provided that the amounts elected in the Salary Reduction Agreement have been contributed to date as provided in the Salary Reduction Agreement.
- (b) *Eligible Expenses.*
 - (1) *Limited Purpose Health FSA.* Except as otherwise provided in the Adoption Agreement, a Participant may be reimbursed from his or her Limited Purpose Health FSA for expenses that are: (i) incurred in the Plan Year (except as provided in Section 7.05(c)), (ii) incurred while the Participant participates in the Plan, (iii) excludable under Code section 105(b), and (iv) incurred for dental or vision care or for preventive care (as defined under Code section 223(c)(2)(C)); provided that such expenses that are not covered, paid or reimbursed from any other source.
 - (2) *Post-Deductible Health FSA.* Except as otherwise provided in the Adoption Agreement, a Participant may be reimbursed from his or her Post-Deductible Health FSA for expenses that are: (i) incurred in the Plan Year (except as provided in Section 7.05(c)), (ii) incurred while the Participant participates in the Plan, (iii) excludable under Code section 105(b), and (iv) incurred after the Participant has satisfied the minimum annual deductible under Code section 223(c)(2)(A)(i), provided that such expenses that are not covered, paid or reimbursed from any other source.
- (c) For purposes of determining whether an expense is excludable under Code section 105(b), the following applies:
 - (1) *Michelle's Law.* Unless otherwise provided in the Adoption Agreement, "Dependents" shall also include students who have not attained the age of 24 for whom coverage is required under Code section 9813; provided, that treatment as a Dependent due to a medically necessary leave of absence under Code section 9813 shall not extend beyond a period of one year.
 - (2) *Coverage of Adult Children.* Expenses for a child (as defined in Code section 152(f)(1)) of the Participant may be covered until the child's 26th birthday or, if provided for in the Adoption Agreement, until the end of the calendar year in which the child turns age 26.
 - (3) *Prescription Drug Expenses.* Reimbursement for expenses incurred for a medicine or a drug shall be treated as a reimbursement for medical expenses under Code section 105(b) only if such medicine or drug is prescribed (determined without regard to whether such drug is available without a prescription) or is insulin, as provided by IRS Notice 2010-59, as amended.

Section 7.06 REIMBURSEMENT

- (a) *Period for Reimbursement.* The Plan Administrator shall direct the reimbursement from a Participant's HSA-Compatible Health FSA for eligible expenses incurred during the Plan Year or as otherwise provided in the Adoption Agreement. If the Adoption Agreement so provides, the unused contributions that remain in an HSA-Compatible Health FSA at the end of a Plan Year may be used to reimburse expenses that are incurred during a "Grace Period" beginning on the first day of the subsequent Plan Year and ending no later than the fifteenth day of the third calendar month of such Plan Year, in accordance with Prop. Treas. Reg. section 1.125-1(e), as amended or superseded.
- (b) *Period for Submitting Claims.* A Participant may submit a request for reimbursement from his or her HSA-Compatible Health FSA during the Plan Year and no later than the date specified in the Adoption Agreement. The claim must be made in the manner required by the Plan Administrator.
- (c) *Substantiation of Claims.* A Participant's claim for reimbursement from a Post-Deductible Health FSA must include information from an independent third party that the deductible for his or her high-deductible health plan has been satisfied. A Participant's claims for reimbursement from a Limited-Purpose Health FSA must include information from an independent third-party that the medical expenses to be reimbursed are for vision care, dental care or preventive care.
- (d) *Payment of Claims.* To the extent that the Plan Administrator approves the claim, the Employer shall: (i) reimburse the Participant, or (ii) at the option of the Plan Administrator, pay the service provider directly for any amounts payable from the HSA-Compatible Health FSA. The Plan Administrator shall establish a schedule, not less frequently than monthly, for the payment of claims. The Plan Administrator may provide that payments/reimbursements from the HSA-Compatible Health FSA of less than a certain amount may be carried forward and aggregated with future claims until the reimbursable amount is greater than such minimum, provided, however, that the entire amount of payments/reimbursements outstanding at the end of the Plan Year (or Grace Period, if applicable) shall be reimbursed without regard to the minimum payment amount.
- (e) *Coordination with HRA.* A Participant who is also eligible to participate in ("an HRA") sponsored by the Employer shall

not be entitled to payment/reimbursement under the HSA-Compatible Health FSA for expenses that are reimbursable under both the HSA-Compatible Health FSA and the HRA until the Participant has received his or her maximum reimbursement under the HRA. Notwithstanding the foregoing, a Participant shall be entitled to payment/reimbursement under the HSA-Compatible Health FSA if, before the Plan Year begins, the plan document for the HRA specifies that coverage under the HRA is available only after expenses exceeding the applicable dollar amounts in the HSA-Compatible Health FSA have been paid.

- (f) *Automatic Payment.* If the Adoption Agreement so provides, a Participant who elects to receive coverage under a Contract that is offered in conjunction with an Employer-sponsored benefit plan may elect that any eligible expenses that are not covered under the applicable Contract, such as co-payments, co-insurance or deductibles, be automatically paid through his or her HSA-Compatible Health FSA.
- (g) *Debit Card.* Subject to IRS guidelines, the Plan Administrator may provide for the use of debit or stored value cards for payment of eligible HSA-Compatible Health FSA expenses.

Section 7.07 FORFEITURES

- (a) *Forfeitures.* Any balance remaining in a Participant's HSA-Compatible Health FSA at the end of any Plan Year that is above the carryover amount limit in subsection (b) below, if applicable, (or after the Grace Period described in Section 7.06(a), if applicable) shall be forfeited and shall remain the property of the Employer. Subject to Section 7.06(a) allowing for reimbursement of eligible expenses incurred during the Grace Period and subject to subsection (b) below, unused contributions to an HSA-Compatible Health FSA remaining at the end of a Plan Year may not be cashed-out or converted to any other taxable or nontaxable benefit.
- (b) *Carryovers.* Notwithstanding subsection (a) and to the extent selected in the Adoption Agreement, the Plan will carry over to the immediately following Plan Year up to \$500 of any amount remaining unused as of the end of the Plan Year in a Participant's HSA-Compatible Health FSA. The amount remaining unused as of the end of the Plan Year is the balance in the HSA-Compatible Health FSA after all eligible expenses have been reimbursed and the claims deadline for the Plan Year has passed. The carryover amount may be used to pay or reimburse eligible expenses incurred during the entire Plan Year to which it is carried over. Any unused amount remaining in the HSA-Compatible Health FSA in excess of \$500 (or a lower amount specified in the Adoption Agreement) will be forfeited in accordance with subsection (a) above. The Plan Administrator may prescribe procedures for the carryover including, but not limited to, establishing a minimum amount for carryover and requiring a Participant to use the carryover in the following Plan Year, provided that any such procedure is non-discriminatory.

Section 7.08 TERMINATION OF EMPLOYMENT

Except as provided in the Adoption Agreement, contributions to a Participant's HSA-Compatible Health FSA shall cease upon Termination of Employment. Any balance remaining in a Participant's HSA-Compatible Health FSA on the date of his or her Termination of Employment shall be forfeited and shall remain the property of the Employer, except as expressly provided herein. However, no forfeiture shall occur until all payments and reimbursements hereunder have been made on claims submitted within 30 days following Termination of Employment, unless a different period for submitting claims following Termination of Employment is indicated in the Adoption Agreement.

Section 7.09 QUALIFIED RESERVIST DISTRIBUTIONS

- (a) If the Adoption Agreement provides for Qualified Reservist Distributions, a Participant may receive a distribution of the portion of his HSA-Compatible Health FSA specified in the Adoption Agreement. The distribution will only be made if: (i) such Participant was a member of a reserve component ordered or called to active duty for a period in excess of 179 days or for an indefinite period and (ii) such distribution is made during the period beginning on the date of such order or call and ending on the last date that reimbursements could otherwise be made under the Plan for the Plan Year which includes the date of such order or call. A Qualified Reservist Distribution may not be made based on an order or call to active duty of any individual other than the Participant, including the spouse of the Participant.
- (b) A Participant may submit HSA-Compatible Health FSA claims for medical expenses incurred before the date a Qualified Reservist Distribution is requested. The Participant shall not have the right to submit claims for medical expenses incurred after the date such Qualified Reservist Distribution is requested. The Plan shall pay the Qualified Reservist Distribution to the Participant within a reasonable time, but not more than sixty days after the request for a Qualified Reservist Distribution has been made.
- (c) This Subsection shall be construed in accordance with IRS Notice 2008-82 and any superseding guidance.

Section 7.10 SEPARATE PLAN

Although described within this document, the HSA-Compatible Health FSA is a separate plan for purposes of administration and all reporting and nondiscrimination requirements imposed by Code section 105. The Health FSA is also a separate plan for purposes of ERISA, HIPAA, and COBRA, if applicable.

ARTICLE 8. DEPENDENT CARE ASSISTANCE PLAN ACCOUNT

Section 8.01 IN GENERAL

To the extent that the Adoption Agreement authorizes Dependent Care Assistance Plan Accounts, an Eligible Employee may elect to have a portion of his or her Compensation contributed to a DCAP Account. The Account established under this Article 8 is intended to qualify as a dependent care assistance program under Code section 129 and shall be interpreted in a manner consistent with such Code section.

Section 8.02 ELIGIBLE EMPLOYEES

The Employees identified in Article 3 are eligible to participate in the Dependent Care Assistance Plan Account, except as specified in the Adoption Agreement.

Section 8.03 ENROLLMENT

- (a) *Enrollment.* An Eligible Employee may enroll in the DCAP Account in accordance with Article 4.
- (b) *Contributions.* A Participant's DCAP Account will be credited with amounts withheld from the Participant's Compensation and any amounts contributed by the Employer pursuant to the Adoption Agreement.
- (c) *Failure to Elect.* An Eligible Employee who fails to submit a Salary Reduction Agreement in accordance with the procedures adopted by the Plan Administrator shall not have any portion of his or her Compensation contributed to a DCAP Account for the Plan Year, regardless of the election he or she had in effect for the prior Plan Year.

Section 8.04 LIMITS

The amount of all contributions to a Participant's DCAP Account shall not exceed the maximum annual limit described in the Adoption Agreement, and in no event shall exceed the limitations set forth in Code section 129(a)(2), as adjusted.

Section 8.05 ELIGIBLE EXPENSES

- (a) *Debits from the DCAP Account.* A Participant's DCAP Account will be debited for expenses described in this Section 8.05. However, the Plan Administrator will not direct the Employer to reimburse such expenses to the extent the reimbursement exceeds the balance of the Participant's DCAP Account, except as otherwise provided in the Adoption Agreement.
- (b) *Eligible Expenses.*
 - (1) Except as otherwise provided in the Adoption Agreement, a Participant may be reimbursed from his or her DCAP Account for Dependent Care Expenses that are: (i) incurred in the Plan Year, (ii) are incurred while the Participant participates in the Plan, and (iii) qualify as eligible Dependent Care Expenses (as defined in Section 8.05(b)(2) below), provided that such expenses that are not covered, paid or reimbursed from any other source and the Participant does not claim a tax benefit for the such expenses.
 - (2) "Dependent Care Expenses" are expenses incurred for the care of a Qualifying Individual, as defined in Code section 21(b)(1) and generally includes either: (i) a Dependent who is under age 13, or (ii) the Participant's spouse or Dependent who lives with the Participant and is physically or mentally incapable of caring for himself/herself. However, these expenses are Dependent Care Expenses only if they allow the Participant to be gainfully employed. Dependent Care Expenses include expenses for household services and expenses for the care of a Qualifying Individual. Such term shall not include any amount paid for services outside the Participant's household at a camp where the Qualifying Individual stays overnight. Expenses described in this subsection (2) that are incurred for services outside the Participant's household are not taken into account if they are incurred on behalf of the Participant's spouse or Dependent who is physically or mentally incapable of caring for himself/herself unless such individual lives at least eight hours per day in the Participant household. Expenses incurred at a dependent care center are taken into account only if such center complies with all applicable laws and regulations of a state or local government, the center provides care for more than six individuals, and the center receives a fee, payment, or grant for providing services for

any of the individuals.

Section 8.06 REIMBURSEMENT

- (a) *Period for Reimbursement.* The Plan Administrator shall direct the reimbursement from a Participant's DCAP Account for eligible expenses incurred during the Plan Year or as otherwise provided in the Adoption Agreement. If the Adoption Agreement so provides, the unused contributions that remain in a Participant's DCAP Account at the end of a Plan Year may be used to reimburse expenses that are incurred during a Grace Period beginning on the first day of the subsequent Plan Year and ending no later than the fifteenth day of the third calendar month of such Plan Year, in accordance with IRS Notice 2005-42, as amended or superseded. If the Adoption Agreement so provides, an individual who ceases to be a Participant in the Plan (due to Termination or any other reason) may spend down his or her unused DCAP Account expenses, and such individuals may be reimbursed for unused benefits through the end of the Plan Year in which the Termination of Participation occurs (or end of the Grace Period if applicable) to the extent the claims do not exceed the balance of the DCAP Account.
- (b) *Period for Submitting Claims.* A Participant may submit a request for reimbursement from his or her DCAP Account during the Plan Year and no later than the date specified in the Adoption Agreement. The claim must be made in the manner required by the Plan Administrator.
- (c) *Payment of Claims.* To the extent that the Plan Administrator approves the claim, the Employer shall: (i) reimburse the Participant, or (ii) at the option of the Plan Administrator, pay the service provider directly for any amounts payable from DCAP Account. The Plan Administrator may provide that payments/reimbursements from the DCAP Account of less than a certain amount may be carried forward and aggregated with future claims until the reimbursable amount is greater than such minimum, provided, however, that the entire amount of payments/reimbursements outstanding at the end of the Plan Year (or Grace Period, if applicable) shall be reimbursed without regard to the minimum payment amount.
- (d) *Debit Card.* Subject to IRS guidelines, the Plan Administrator may provide for the use of debit or stored value cards for payment of eligible DCAP Account expenses.

Section 8.07 FORFEITURES

Any balance remaining in a Participant's DCAP Account at the end of any Plan Year (or after the Grace Period described in Section 8.06(a), if applicable) shall be forfeited and shall remain the property of the Employer. Unused contributions to a DCAP Account may not be cashed-out or converted to any other taxable or nontaxable benefit.

Section 8.08 TERMINATION OF EMPLOYMENT

Except as provided in the Adoption Agreement, contributions to a Participant's DCAP Account shall cease upon Termination of Employment. Any balance remaining in a Participant's DCAP Account on the date of his or her Termination of Employment shall be forfeited and shall remain the property of the Employer, except as expressly provided herein. However, no forfeiture shall occur until all payments and reimbursements hereunder have been made on claims submitted within 30 days following Termination of Employment, unless a different period for submitting claims following Termination of Employment is indicated in the Adoption Agreement.

Section 8.09 SEPARATE PLAN

Although described within this document, the DCAP Account is a separate plan for purposes of administration and all reporting and nondiscrimination requirements imposed by Code section 129. The DCAP Account is also a separate plan for purposes of ERISA, HIPAA, and COBRA, if applicable.

ARTICLE 9. HEALTH SAVINGS ACCOUNT

Section 9.01 IN GENERAL

To the extent that the Adoption Agreement authorizes Health Savings Accounts, an Eligible Employee may elect to have a portion of his or her Compensation contributed to a Health Savings Account. The Account established under this Article 9 is intended to qualify as a health savings account under Code section 223 and shall be interpreted in a manner consistent with such Code section.

Section 9.02 ELIGIBLE EMPLOYEES

The Employees identified in Article 3 who, as of the first day of the month, are enrolled in a high deductible health plan as defined in Code section 223(c)(2) are eligible to participate in the Health Savings Account for the month, except as specified in the Adoption Agreement. An Eligible Employee who has elected to participate in a General Purpose Health FSA is not eligible to participate in the HSA Benefit under this Article 9. A Participant who has elected the General Purpose Health FSA Benefit that is in effect on the last day of a Plan Year cannot elect the HSA Benefit under this Article 9 for any of the first three calendar months following the close of that Plan Year, unless the balance in the Participant's General Purpose Health FSA is \$0 as of the last day of such Plan Year. An Eligible Employee who is not enrolled in a high deductible health plan as defined in Code section 223(c)(2) is not eligible to elect the HSA Benefit.

Section 9.03 ENROLLMENT

- (a) *Enrollment.* An Eligible Employee may enroll in the HSA in accordance with Article 4. An HSA election may be modified as determined by the Plan Administrator, but no less frequently than monthly, provided, however, that any modification of an election during the Plan Year shall apply on a prospective basis only. A participant who becomes ineligible to make HSA contributions may prospectively revoke his or her HSA contribution election.
- (b) *Contributions.* A Participant's HSA will be credited with amounts withheld from the Participant's Compensation and any amounts contributed by the Employer pursuant to the Adoption Agreement.
- (c) *Failure to Elect.* An Eligible Employee who fails to submit a Salary Reduction Agreement in accordance with the procedures adopted by the Plan Administrator shall not have any portion of his or her Compensation contributed to an HSA for the Plan Year, regardless of the election he or she had in effect for the prior Plan Year.

Section 9.04 LIMITS

The amount of contributions to a Participant's HSA shall not exceed the maximum annual limit described in the Adoption Agreement, and in no event shall exceed the limitations set forth in Code section 223(b), as adjusted.

Section 9.05 ADMINISTRATION

The HSA Benefit is not an employer-sponsored employee benefit plan - it is an individual trust or custodial account separately established and maintained by a trustee/custodian outside the Plan. Consequently, the Employer does not establish or maintain the HSA. The Plan Administrator will maintain records to keep track of HSA contributions by the Employer and by the Participant, but it will not create a separate fund or otherwise segregate assets for this purpose. The Employer has no authority or control over the funds deposited in an HSA.

Section 9.06 TERMINATION OF EMPLOYMENT

Except as expressly provided herein, all contributions to a Participant's HSA will terminate upon a Termination of Employment. The Participant will continue to be eligible to receive a distribution from his or her HSA in accordance with the terms of the documents governing the HSA.

ARTICLE 10. ADOPTION ASSISTANCE omitted n/a

ARTICLE 11. OTHER BENEFITS

Section 11.01 FLEX CREDITS

- (a) *In General.* To the extent the Adoption Agreement authorizes Flex Credits, an Employer may make a non-elective contribution to the Plan that may be used at each Participant's election for one or more Benefits under the Plan.
- (b) *401(k) Contributions.* To the extent provided in the Adoption Agreement, an Eligible Employee may elect to contribute all or a portion of his or her Flex Credits to a Qualified Plan in accordance with the terms of the Qualified Plan, the applicable provisions of which are incorporated herein by reference. All claims for benefits that are provided under the Qualified Plan shall be governed by the terms of the Qualified Plan.

Section 11.02 PURCHASE/SALE OF PTO

- (a) *In General.* To the extent that the Adoption Agreement authorizes the purchase and/or sale of PTO, an Eligible Employee may elect to purchase PTO days and/or sell PTO days.
- (b) *Eligible Employees.* The Employees identified in Article 3 are eligible to purchase/sell PTO days, except as specified in the Adoption Agreement.
- (c) *Enrollment.* An Eligible Employee may elect to purchase PTO days at such time as an Eligible Employee may enroll in the Plan in accordance with Article 4 and to the extent the Adoption Agreement provides. A Participant's PTO Account will be credited with amounts withheld from the Participant's Compensation in accordance with the Participant's Salary Reduction Agreement and any amounts contributed by the Employer pursuant to the Adoption Agreement. The Participant may use these amounts to purchase PTO days.
- (d) *Failure to Elect.* An Eligible Employee who fails to submit a Salary Reduction Agreement in accordance with the procedures adopted by the Plan Administrator shall not have any portion of his or her Compensation contributed to a PTO Account for the Plan Year, regardless of the election he or she had in effect for the prior Plan Year.
- (e) *Forfeiture.* A Participant must use PTO during the Plan Year in which it was purchased. Any unused elective PTO (determined as of the last day of the Plan Year) shall either be paid in cash or be forfeited as of the end of the Plan Year, pursuant to the Adoption Agreement. The Participant must receive the cash on or before the last day of the Plan Year to which the amounts contributed and used to purchase the unused PTO relate.
- (f) *Ordering of Elective and Non-elective PTO.* Participants are deemed to use PTO in the following order:
 - (1) Non-elective PTO (that is, paid time off with respect to which the employee has no election to buy/sell) is used first; then
 - (2) Elective PTO is used after all non-elective PTO is used.
- (g) *Sale of PTO.* An Eligible Employee may elect to sell PTO days at such time as an Eligible Employee may enroll in the Plan in accordance with Article 4 and to the extent the Adoption Agreement provides. A Participant's PTO Account will be credited with the value of the PTO sold in accordance with the Eligible Employee's election. The Participant may use the amounts in the PTO Account to purchase other Benefits under the Plan or may cash out the amounts in the PTO Account in accordance with Section 11.03.
- (h) *Carryover of Unused PTO.* To the extent provided in the Adoption Agreement, unused elective PTO (determined as of the last day of the Plan Year) may be carried over to a subsequent Plan Year at the Participant's election, subject to the Employer's PTO policies.

Section 11.03 CASH OUT

- (a) *In General.* To the extent provided in the Adoption Agreement, a Participant may elect to receive a cash distribution of Flex Credits and PTO from the Plan.
- (b) *Eligible Employees.* The Employees identified in Article 3 are eligible to receive a cash distribution from the Plan under this Section 11.03.

ARTICLE 12. SIMPLE CAFETERIA PLAN

Section 12.01 IN GENERAL

If the Adoption Agreement indicates this Plan is intended to be a simple cafeteria plan and the requirements of Code section 125(j) are met for any year, the nondiscrimination requirements of Code sections 125(b), 79(d), 105(h) and 129(d)(2), (3), (4), and (8) shall be treated as met during such year.

Section 12.02 ELIGIBLE EMPLOYERS

- (a) The Plan shall not be a simple cafeteria plan if the Employer employed more than 100 Employees on business days during either of the two years preceding the date of the election. If the Employer was not in existence throughout the preceding year, the number of Employees shall be based on the average number of Employees that it is reasonably expect to employ on business days in the current year.
- (b) If an Employer maintains the Plan as a simple cafeteria plan for its Employees then, if the Employer fails to meet the requirements of subparagraph (a) for any subsequent year, the Plan will continue to be a simple cafeteria plan for such subsequent year with respect to its Employees, unless and until the Employer employs an average of 200 or more Employees on business days during any year preceding any such subsequent year.

Section 12.03 EMPLOYER CONTRIBUTIONS

- (a) *Required Employer Contributions.* The Employer shall make a contribution to provide Qualified Benefits under the Plan on behalf of each Eligible Employee who is not a Highly Compensated Employee or Key Employee (without regard to whether the Eligible Employee makes any salary reduction contribution) in an amount equal to:
 - (1) a uniform percentage (not less than two percent) of the Employee's Compensation for the Plan Year, or
 - (2) an amount which is not less than the lesser of:
 - (A) six percent of the Employee's Compensation for the Plan Year, or
 - (B) twice the amount of the salary reduction contributions of each Eligible Employee who is not a Highly Compensated Employee or Key Employee.
- (b) *Additional Employer Contributions.* An Employer may elect to make additional contributions to the Plan, subject to the terms set forth herein; provided, however, that the rate of contributions with respect to any Participant contribution by a Highly Compensated Employee or Key Employee at any rate of contribution is not greater than the rate of contributions with respect to an employee who is not a Highly Compensated Employee or Key Employee.

Section 12.04 ELIGIBLE EMPLOYEES

To the extent that the Plan is intended to qualify as a simple cafeteria plan under Code section 125, all Employees who had at least 1,000 hours of service for the immediately preceding Plan Year are eligible to participate in the Plan, and each Employee eligible to participate in the Plan may, subject to terms and conditions applicable to all Participants, elect any Benefit available under the Plan.

ARTICLE 13. NONDISCRIMINATION

Section 13.01 NONDISCRIMINATION REQUIREMENTS

Unless the Adoption Agreement indicates this Plan is intended to be a simple cafeteria plan and the requirements of Code section 125(j) are met for any year, the following nondiscrimination requirements shall apply:

- (a) *Cafeteria Plan.* The Plan may not discriminate in favor of Highly Compensated Individuals as to benefits provided or eligibility to participate.
- (b) *Group Term Life.* The Plan may not discriminate in favor of Key Employees as to benefits provided or eligibility to participate with respect to any group term life insurance offered pursuant to Section 4.01.
- (c) *Health Flexible Spending Account.* The Plan may not discriminate in favor of Highly Compensated Individuals as to benefits provided or eligibility to participate with respect to the Health FSA.
- (d) *Dependent Care Assistance Plan Accounts.* The Plan may not discriminate in favor of Highly Compensated Employees as to benefits provided or eligibility to participate with respect to DCAP Accounts.
- (e) *Adoption Assistance FSAs.* The Plan may not discriminate in favor of Highly Compensated Employees as to benefits provided or eligibility to participate with respect to Adoption Assistance FSAs.

Section 13.02 ADJUSTMENTS

If the Plan Administrator determines that the Plan may fail to satisfy any nondiscrimination requirement or any limitation imposed by the Code, the Plan Administrator may modify any election in order to assure compliance with such requirements or limitations. Any act taken by the Plan Administrator under this Section 13.02 shall be carried out in a uniform and non-discriminatory manner.

ARTICLE 14. PLAN ADMINISTRATION

Section 14.01 PLAN ADMINISTRATOR

- (a) *Designation.* The Plan Administrator shall be specified in the Adoption Agreement. In the absence of a designation in the Adoption Agreement, the Plan Sponsor shall be the Plan Administrator. If a Committee is designated as the Plan Administrator, the Committee shall consist of one or more individuals who may be Employees appointed by the Plan Sponsor. The Committee shall elect a chair and may adopt such rules and procedures as it deems desirable. The Committee may also take action with or without formal meetings and may authorize one or more individuals, who may or may not be members of the Committee, to execute documents on its behalf. The Plan Administrator shall also be the Plan

"administrator" as such term is defined in section 3(16) of ERISA and the "named fiduciary" of the Plan (only to the extent that the Plan is subject to ERISA).

- (b) *Authority and Responsibility of the Plan Administrator.* The Plan Administration shall have total and complete discretionary power and authority:
- (1) to make factual determinations, to construe and interpret the provisions of the Plan, to correct defects and resolve ambiguities and inconsistencies therein and to supply omissions thereto. Any construction, interpretation or application of the Plan by the Plan Administrator shall be final, conclusive and binding;
 - (2) to determine the amount, form or timing of benefits payable hereunder and the recipient thereof and to resolve any claim for benefits under the Plan;
 - (3) to determine the amount and manner of any allocations hereunder;
 - (4) to maintain and preserve records relating to the Plan;
 - (5) to prepare and furnish all information and notices required under applicable law or the provisions of this Plan;
 - (6) to prepare and file or publish with the Secretary of Labor, the Secretary of the Treasury, their delegates and all other appropriate government officials all reports and other information required under law to be so filed or published;
 - (7) to hire such professional assistants and consultants as it, in its sole discretion, deems necessary or advisable; and be entitled, to the extent permitted by law, to rely conclusively on all tables, valuations, certificates, opinions and reports which are furnished by same;
 - (8) to determine all questions of the eligibility and of the status of rights of Participants;
 - (9) to adjust Accounts in order to correct errors or omissions;
 - (10) to determine the validity of any judicial order;
 - (11) to retain records on elections and waivers by Participants;
 - (12) to supply such information to any person as may be required; and
 - (13) to perform such other functions and duties as are set forth in the Plan that are not specifically given to any other fiduciary or other person.
- (c) *Procedures.* The Plan Administrator may adopt such rules and procedures as it deems necessary, desirable, or appropriate for the administration of the Plan. When making a determination or calculation, the Plan Administrator shall be entitled to rely upon information furnished to it. The Plan Administrator's decisions shall be binding and conclusive as to all parties.
- (d) *Allocation of Duties and Responsibilities.* The Plan Administrator may designate other persons to carry out any of his duties and responsibilities under the Plan.
- (e) *Compensation.* The Plan Administrator shall serve without compensation for its services.
- (f) *Expenses.* All direct expenses of the Plan, the Plan Administrator and any other person in furtherance of their duties hereunder shall be paid or reimbursed by the Plan Sponsor.

Section 14.02 INDEMNIFICATION

Unless otherwise provided in the Adoption Agreement, the Plan Sponsor shall indemnify and hold harmless any person serving as the Plan Administrator (and its delegates) from all claims, liabilities, losses, damages and expenses, including reasonable attorneys' fees and expenses, incurred by such persons in connection with their duties hereunder to the extent not covered by insurance, except when the same is due to such person's own gross negligence, willful misconduct, lack of good faith, or breach of its fiduciary duties under this Plan or ERISA to the extent that the Plan is subject to ERISA.

ARTICLE 15. AMENDMENT AND TERMINATION

Section 15.01 AMENDMENT

The provisions of the Plan may be amended in writing at any time and from time to time by the Plan Sponsor or its delegate.

Section 15.02 TERMINATION

- (a) It is the intention of the Plan Sponsor that this Plan will continue indefinitely; however, the Plan Sponsor reserves the right to terminate the Plan at any time for any reason.
- (b) A participating Employer may terminate its participation in this Plan upon (i) written notice to the Plan Sponsor of its intent to terminate participation in the Plan, (ii) the closing of a merger in which the participating Employer is not the surviving entity and the surviving entity is not an affiliate of the Plan Sponsor, or (iii) the sale of all or substantially all of the participating Employer's assets to an entity that is not an affiliate of the Plan Sponsor.

ARTICLE 16. CLAIMS PROCEDURES

Section 16.01 CONTRACT BENEFIT AND HSA CLAIMS

- (a) *Benefits Provided by Contracts.* Claims and reimbursement for benefits provided under any Contract shall be administered in accordance with the claims procedures for the applicable Contract, as set forth in the Contract's plan documents, summary plan description, and/or similar documentation.
- (b) *HSA Claims.* Claims relating to the HSA shall be administered by the HSA trustee/custodian in accordance with the HSA trust or custodial document between the Participant and such trustee/custodian.

Section 16.02 CLAIMS PROCEDURES FOR PLAN ACCOUNTS (OTHER THAN CONTRACT BENEFITS AND HSA)

- (a) *Claims.* A request for benefits is a "claim" subject to this Section only if it is filed by the Participant or the Participant's authorized representative in accordance with the Plan's claim filing guidelines. In general, claims must be filed in writing. Any claim that does not relate to a specific benefit under the Plan (for example, a general eligibility claim or a dispute involving a mid-year election change) must be filed with the Plan Administrator. A request for prior approval of a benefit or service where prior approval is not required under the Plan is not a "claim" under these rules. Similarly, a casual inquiry about benefits or the circumstances under which benefits might be paid under the Plan is not a "claim" under these rules, unless it is determined that the inquiry is an attempt to file a claim. If a claim is received, but there is not enough information to process the claim, the Participant will be given an opportunity to provide the missing information. Participants may designate an authorized representative if written notice of such designation is provided.
- (b) *Documentation.* A Participant or any other person requesting benefits from the Plan (a "Claimant") may apply for such benefits by completing and filing a claim with the Plan Administrator. Any such claim shall include all information and evidence that the Plan Administrator deems necessary to properly evaluate the merit of and to make any necessary determinations on a claim for benefits. The Plan Administrator may request any additional information necessary to evaluate the claim. All claims and notices shall be made in written form unless the Plan Administrator provides procedures for such claims and notices to be made in electronic and/or telephonic format to the extent that such alternative format is permitted under applicable law.
- (c) *Health Flexible Spending Account Claims.* This Section 16.02(c) shall apply for any claim for benefits under the Health Flexible Spending Account.
 - (1) *Timing of Notice of Denied Claim.* The Plan Administrator shall notify the Claimant of any adverse benefit determination within a reasonable period of time, but not later than 30 days after receipt of the claim. This period may be extended one time by the Plan for up to 15 days, provided that the Plan Administrator both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies the Claimant, prior to the expiration of the initial 30-day period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision. If such an extension is necessary due to a failure of the Claimant to submit the information necessary to decide the claim, the notice of extension shall specifically describe the required information, and the Claimant shall be afforded at least 45 days from receipt of the notice within which to provide the specified information.
 - (2) *Content of Notice of Denied Claim.* If a claim is wholly or partially denied, the Plan Administrator shall provide the Claimant with a notice identifying (A) the reason or reasons for such denial, (B) the pertinent Plan provisions on which the denial is based, (C) any material or information needed to grant the claim and an explanation of why the additional information is necessary, (D) an explanation of the steps that the Claimant must take if he wishes to appeal the denial including a statement that the Claimant may bring a civil action under ERISA after following the Plan's claims procedures, and (E): (1) if an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the Claimant upon request; or (2) if the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the Claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request.
 - (3) *Appeal of Denied Claim.* If a Claimant wishes to appeal the denial of a claim, he shall file an appeal with the Plan Administrator on or before the 180th day after he receives the Plan Administrator's notice that the claim has been wholly or partially denied. The Claimant shall lose the right to appeal if the appeal is not timely made. The appeal shall identify both the grounds and specific Plan provisions upon which the appeal is based. The Claimant shall be

provided, upon request and free of charge, documents and other information relevant to his claim. An appeal may also include any comments, statements or documents that the Claimant may desire to provide. The Plan Administrator shall consider the merits of the Claimant's presentations, the merits of any facts or evidence in support of the denial of benefits, and such other facts and circumstances as the Plan Administrator may deem relevant. In considering the appeal, the Plan Administrator shall:

- (A) Provide for a review that does not afford deference to the initial adverse benefit determination and that is conducted by an appropriate named fiduciary of the Plan who is neither the individual who made the adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual;
- (B) Provide that, in deciding an appeal of any adverse benefit determination that is based in whole or in part on a medical judgment, including determinations with regard to whether a particular treatment, drug, or other item is experimental, investigational, or not medically necessary or appropriate, the appropriate named fiduciary shall consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment;
- (C) Provide for the identification of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with a Claimant's adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; and
- (D) Provide that the health care professional engaged for purposes of a consultation under Subsection (B) shall be an individual who is neither an individual who was consulted in connection with the adverse benefit determination that is the subject of the appeal, nor the subordinate of any such individual.

The Plan Administrator shall notify the Claimant of the Plan's benefit determination on review within 60 days after receipt by the Plan of the Claimant's request for review of an adverse benefit determination.

- (4) *Denial of Appeal.* If an appeal is wholly or partially denied, the Plan Administrator shall provide the Claimant with a notice identifying (A) the reason or reasons for such denial, (B) the pertinent Plan provisions on which the denial is based, (C) a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claimant's claim for benefits, and (D) a statement describing the Claimant's right to bring an action under section 502(a) of ERISA after following the Plan's claims procedures. The determination rendered by the Plan Administrator shall be binding upon all parties.
 - (5) *Exhaustion of Remedies; Limitations Period for Filing Suit.* Before a suit can be filed in federal court, claims must exhaust internal remedies. Unless otherwise provided under the Plan or required pursuant to applicable law, a suit for benefits under the Health Flexible Spending Account must be brought within one year after the date of a final decision on the claim in accordance with the claims procedure described above.
- (d) *Other Plan Account Claims.* This Section 16.02(d) shall apply for any claim for benefits under Accounts other than the Health Flexible Spending Account.
- (1) *Timing of Notice of Denied Claim.* The Plan Administrator shall notify the Claimant of any adverse benefit determination within a reasonable period of time, ordinarily within 90 days after receipt of the claim, unless the Plan Administrator determines additional time is required to make a determination.
 - (2) *Content of Notice of Denied Claim.* If a claim is wholly or partially denied, the Plan Administrator shall provide the Claimant with a written notice identifying the reason or reasons for such denial and an explanation of the steps that the Claimant must take if he wishes to appeal the denial.
 - (3) *Appeal of Denied Claim.* If a Claimant wishes to appeal the denial of a claim, he shall file a written appeal with the Plan Administrator on or before the 60th day after he receives the Plan Administrator's written notice that the claim has been wholly or partially denied. The written appeal shall identify both the grounds and specific Plan provisions upon which the appeal is based. A written appeal may also include any comments, statements or documents that the Claimant may desire to provide. The Claimant shall lose the right to appeal if the appeal is not timely made. The Plan Administrator shall rule on an appeal within a reasonable period of time, ordinarily within 60 days of receipt of the appeal, unless the Plan Administrator determines additional time is required to make a determination.
 - (4) *Denial of Appeal.* If an appeal is wholly or partially denied, the Plan Administrator shall provide the Claimant with a notice identifying the reason or reasons for such denial. The determination rendered by the Plan Administrator shall be binding upon all parties.
 - (5) *Exhaustion of Remedies; Limitations Period for Filing Suit.* Unless otherwise prohibited under the Plan or pursuant to applicable law, before a suit can be filed in court, Claimants must exhaust the Plan's claim procedures. Unless otherwise provided under the Plan or required pursuant to applicable law, a suit for benefits under the Plan must be brought within one year after the date of a final decision on the claim in accordance with the claims procedure described above.

Section 16.03 REFUNDS/INDEMNIFICATION

If the Plan Administrator determines that any Claimant has directly or indirectly received excess payments/reimbursements or has

received payments/reimbursements that are taxable to the Claimant, the Plan Administrator shall notify the Claimant and the Claimant shall repay such excess amount (or at the option of the Plan Administrator, the Claimant shall repay the amount that should have been withheld or paid as payroll or withholding taxes) as soon as possible, but in no event later than 30 days after the date of notification. A Claimant shall indemnify and reimburse the Employer for any liability the Employer may incur for making such payments, including but not limited to failure to withhold or pay payroll or withholding taxes from such payments or reimbursements. If the Claimant fails to timely repay an excess amount and/or make sufficient indemnification, the Plan Administrator may: (a) to the extent permitted by applicable law, offset the Claimant's salary or wages, and/or (b) offset other benefits payable hereunder.

ARTICLE 17. MISCELLANEOUS

Section 17.01 NONALIENATION OF BENEFITS

No Participant or Beneficiary shall have the right to alienate, anticipate, commute, pledge, encumber or assign any of the benefits or payments which he or she may expect to receive, contingently or otherwise, under the Plan.

Section 17.02 NO RIGHT TO EMPLOYMENT

Nothing contained in this Plan shall be construed as a contract of employment between the Employer and the Participant, or as a right of any Employee to continue in the employment of the Employer, or as a limitation of the right of the Employer to discharge any of its Employees, with or without cause.

Section 17.03 NO FUNDING REQUIRED

Except as otherwise required by law:

- (a) Any amount contributed by a Participant and/or the Employer to provide benefits hereunder shall remain part of the general assets of the Employer and all payments of benefits under the Plan shall be made solely out of the general assets of the Employer.
- (b) The Employer shall have no obligation to set aside any funds, establish a trust, or segregate any amounts for the purpose of making any benefit payments under this Plan. However, the Employer may in its sole discretion, set aside funds, establish a trust, or segregate amounts for the purpose of making any benefit payments under this Plan.
- (c) No person shall have any rights to, or interest in, any Benefit or account other than as expressly authorized in the Plan.

Section 17.04 MEDICAL CHILD SUPPORT ORDERS

In the event the Plan Administrator receives a medical child support order (within the meaning of ERISA section 609(a)(2)(B)), the Plan Administrator shall notify the affected Participant and any alternate recipient identified in the order of the receipt of the order and the Plan's procedures for determining whether such an order is a qualified medical child support order (within the meaning of ERISA section 609(a)(2)(A)). Within a reasonable period the Plan Administrator shall determine whether the order is a qualified medical child support order and shall notify the Participant and alternate recipient of such determination.

To the extent the Plan is not subject to ERISA, any applicable law related to qualified medical child support orders or National Medical Support Notices shall apply and the Plan Administrator shall follow any required procedures under such law.

Section 17.05 GOVERNING LAW

- (a) The Plan shall be construed in accordance with and governed by the laws of the state or commonwealth identified in the Adoption Agreement, to the extent not preempted by Federal law.
- (b) The Plan hereby incorporates by reference any provisions required by state law to the extent not preempted by Federal law.

Section 17.06 TAX EFFECT

The Employer does not represent or guarantee that any particular federal, state or local income, payroll, personal property or other tax consequence will result from participation in this Plan.

Section 17.07 SEVERABILITY OF PROVISIONS

If any provision of the Plan shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and the Plan shall be construed and enforced as if such provisions had not been included.

Section 17.08 HEADINGS AND CAPTIONS

The headings and captions herein are provided for reference and convenience only, shall not be considered part of the Plan, and shall not be employed in the construction of the Plan.

Section 17.09 GENDER AND NUMBER

Except where otherwise clearly indicated by context, the masculine and the neuter shall include the feminine and the neuter, the singular shall include the plural, and vice-versa.

Section 17.10 TRANSFERS

Except as explicitly set forth herein, amounts may not be transferred between Accounts.

Section 17.11 COBRA

If the Plan or Benefit is subject to COBRA (Code section 4980B and other applicable state law) or the Plan Administrator determines that the Plan or Benefit is subject to COBRA, a Participant shall be entitled to continuation coverage as prescribed in Code section 4980B (and the regulations thereunder) or such applicable state statutes.

Section 17.12 CONFLICTS

In the event of a conflict between the terms of this Plan and the terms of a Contract, the terms of the Contract (or the benefit plan under which it is established) shall control in defining the terms and conditions of coverage including, but not limited to, the persons eligible for coverage, the dates of their eligibility, the conditions that must be satisfied to become covered, if any, the benefits Participants are entitled to receive and the circumstances under which coverage terminates.

Section 17.13 DEATH

If a Participant dies, his beneficiaries or his estate may submit claims for expenses or benefits for the portion of the Plan Year preceding the date of the Participant's death. A Participant may designate a specific beneficiary for this purpose. If no such beneficiary is specified, the Plan Administrator may pay any amount due hereunder to the Participant's spouse, one or more of his or her Dependents or a representative of the Participant's estate. Such payment shall fully discharge the Plan Administrator and the Employer from further liability on account thereof.

ARTICLE 18. HIPAA PRIVACY AND SECURITY COMPLIANCE
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This Article 18 shall only apply in the event that the Health FSA(s) under the Plan constitutes a group health plan as defined in section 2791(a)(2) of the Public Health Service Act or if the Plan Administrator determines that the Plan is subject to the HIPAA privacy and security rules. The Plan will comply with HIPAA as set forth below.

Section 18.01 DEFINITIONS

For purposes of this Article 18, the following terms have the following meanings:

- (a) Business Associate means any outside vendor who performs a function or activity on behalf the Plan which involves the creation, use or disclosure of PHI, and includes any subcontractor to whom a Business Associate delegates its obligations.
- (b) Group Health Benefits means the medical benefits, dental benefits, vision benefits and, if applicable, employee assistance program benefits offered under the Plan.
- (c) Individual means

the Participant or the Participant's covered dependents enrolled in any of the Group Health Benefits under the Plan.

(d) Notice of Privacy Practices means

a notice explaining the uses and disclosures of PHI that may be made by the Plan, the covered Individuals' rights under the Plan with respect to PHI, and the Plan's legal duties with respect to PHI.

(e) Plan Administration Functions means

the administration functions performed by the Plan Sponsor on behalf of the Plan. Plan Administration Functions do not include functions performed by the Plan Sponsor in connection with any other benefit plan of the Plan Sponsor.

(f) Protected Health Information ("PHI") means

information about an Individual, including genetic information, (whether oral or recorded in any form or medium) that:

- (1) is created or received by the Plan or the Plan Sponsor;
- (2) relates to the past, present or future physical or mental health or condition of the Individual, the provision of health care to the Individual, or the past, present or future payment for the provision of health care to the Individual; and
- (3) identifies the Individual or with respect to which there is a reasonable basis to believe the information may be used to identify the Individual.

PHI includes Protected Health Information that is transmitted by or maintained in electronic media.

(g) Summary Health Information means

information summarizing the claims history, claims expenses, or types of claims experienced by an Individual, and from which the following information has been removed:

- (1) names;
- (2) any geographic information which is more specific than a five digit zip code;
- (3) all elements of dates relating to a covered Individual (e.g., birth date) or any medical treatment (e.g., admission date) except the year; all ages for a covered Individual if the Individual is over age 89 and all elements of dates, including the year, indicative of such age (except that ages and elements may be aggregated into a single category of age 90 and older);
- (4) other identifying numbers, such as, Social Security, telephone, fax, or medical record numbers, e-mail addresses, VIN, or serial numbers;
- (5) facial photographs or biometric identifiers (e.g., finger prints); and
- (6) any other unique identifying number, characteristic, or code.

Section 18.02 HIPAA PRIVACY COMPLIANCE The Plan's HIPAA privacy compliance rules ("Privacy Rule") are as follows:

(a) Permitted Use or Disclosure of PHI by Plan Sponsor. Any disclosure to and use by the Plan Sponsor of any PHI will be subject to and consistent with this Section.

- (1) The Plan and health insurance issuer, HMO, or Business Associate servicing the Plan may disclose PHI to the Plan Sponsor to permit the Plan Sponsor to carry out Plan Administration Functions, including but not limited to the following purposes:
 - (A) to provide and conduct Plan Administrative Functions related to payment and health care operations for and on behalf of the Plan;
 - (B) for auditing claims payments made by the Plan;
 - (C) to request proposals for services to be provided to or on behalf of the Plan; and
 - (D) to investigate fraud or other unlawful acts related to the Plan and committed or reasonably suspected of having been committed by a Plan participant.
- (2) The uses described above in (1) are permissible only if the Notice of Privacy Practices distributed to covered Individuals in accordance with the Privacy Rule states that PHI may be disclosed to the Plan Sponsor.
- (3) The Plan or a health insurance issuer or HMO may disclose to the Plan Sponsor information regarding whether an Individual is participating in the Plan, or is enrolled in or has disenrolled from a health insurance issuer or HMO offered by the Plan.

(b) Restrictions on Plan Sponsor's Use and Disclosure of PHI.

- (1) The Plan Sponsor will not use or further disclose PHI, except as permitted or required by the Plan or as required by law.
- (2) The Plan Sponsor will ensure that any agent, including any subcontractor, to whom it provides PHI agrees to the restrictions and conditions of this Section.
- (3) The Plan Sponsor will not, and will not permit a health insurance issuer or HMO to, use or disclose PHI for employment-related actions or decisions, or in connection with any other benefit or employee benefit plan of the Plan Sponsor.
- (4) The Plan Sponsor will report to the Plan any use or disclosure of PHI that is inconsistent with the uses and disclosures allowed under this Section promptly upon learning of such inconsistent use or disclosure.
- (5) The Plan Sponsor will make a covered Individual's PHI available to the covered Individual in accordance with the

Privacy Rule.

- (6) The Plan Sponsor will make PHI available for amendment and will, upon notice, amend PHI in accordance with the Privacy Rule.
 - (7) The Plan Sponsor will track certain PHI disclosures it makes so that it can make available the information required for the Plan to provide an accounting of disclosures in accordance with the Privacy Rule.
 - (8) The Plan Sponsor will make its internal practices, books, and records, relating to its use and disclosure of PHI received from the Plan available to the Secretary of the U.S. Department of Health and Human Services to determine the Plan's compliance with the Privacy Rule.
 - (9) The Plan Sponsor will, if feasible, return or destroy all PHI, in whatever form or medium (including in any electronic medium under the Plan Sponsor's custody or control) received from the Plan, including all copies of and any data or compilations derived from and allowing identification of any Individual who is the subject of the PHI, when that PHI is no longer needed for the Plan Administration Functions for which the disclosure was made. If it is not feasible to return or destroy all such PHI, the Plan Sponsor will limit the use or disclosure of any PHI it cannot feasibly return or destroy to those purposes that make the return or destruction of the information infeasible.
 - (10) When using or disclosing PHI or when requesting PHI from another party, the Plan sponsor must make reasonable efforts to limit PHI to the minimum necessary to accomplish the intended purpose of the use or disclosure, and limit any request for PHI to the minimum necessary to satisfy the purpose of the request.
 - (11) The Plan Sponsor will not use any genetic information for any underwriting purposes.
- (c) Adequate Separation between the Plan Sponsor and the Plan.
- (1) Only those employees of the Plan Sponsor, as outlined in the Plan's HIPAA Policies and Procedures, may be given access to PHI received from the Plan or a health insurance issuer, HMO or Business Associate servicing the Plan.
 - (2) The members of the classes of employees identified in the Plan's HIPAA Policies and Procedures will have access to PHI only to perform the Plan Administration Functions that the Plan Sponsor provides for the Plan.
 - (3) The Plan Sponsor will promptly report to the Plan any use or disclosure of PHI in breach, violation of, or noncompliance with, the provisions of this Section of the Plan, as required under this Section, and will cooperate with the Plan to correct the breach, violation or noncompliance, will impose appropriate disciplinary action or sanctions, including termination of employment, on each employee who is responsible for the breach, violation or noncompliance, and will mitigate any deleterious effect of the breach, violation or noncompliance on any Individual covered under the Plan, the privacy of whose PHI may have been compromised by the breach, violation or noncompliance. Regardless of whether a person is disciplined or terminated pursuant to this section, the Plan reserves the right to direct that the Plan Sponsor, and upon receipt of such direction the Plan Sponsor shall, modify or revoke any person's access to or use of PHI.
- (d) Purpose of Disclosure of Summary Health Information to Plan Sponsor.
- (1) The Plan and any health insurance issuer or HMO may disclose Summary Health Information to the Plan Sponsor if the Plan Sponsor requests the Summary Health Information for the purpose of obtaining premium bids from health plans for providing health insurance coverage under the Plan.
 - (2) The Plan and any health insurance issuer or HMO may disclose Summary Health Information to the Plan Sponsor if the Plan Sponsor requests the Summary Health Information for the purpose of modifying, amending, or terminating the Plan.
- (e) Plan Sponsor Certification. The Plan Sponsor will provide the Plan with a certification stating that the Plan has been amended to incorporate the terms of this Article and that the Plan Sponsor agrees to abide by these terms. The Plan Sponsor will also provide the certification upon request to its health insurance issuers, HMOs and Business Associates of the Plan.

Section 18.03 HIPAA SECURITY COMPLIANCE

To ensure the Plan's compliance with HIPAA's privacy compliance rules ("Security Rule"), the Plan Sponsor will:

- (a) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Plan;
- (b) Ensure that the adequate separation required by the HIPAA Security Rule is supported by reasonable and appropriate security measures;
- (c) Ensure that any agent, including a subcontractor, to whom it provides this information agrees to implement reasonable and appropriate security measures to protect the information; and
- (d) Report to the Plan any security incident of which it becomes aware.



Plan Design, Administration, Compliance, Education

**CITY OF SELMA
SECTION 125 FLEXIBLE SPENDING PLAN**

JANUARY 1, 2018

Prepared by:
PACE TPA

**CITY OF SELMA
SECTION 125 FLEXIBLE SPENDING PLAN**

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ADOPTION AGREEMENT CAFETERIA PLAN

The undersigned adopting employer hereby adopts this Plan. The Plan is intended to qualify as a cafeteria plan under Code section 125. The Plan shall consist of this Adoption Agreement, its related Basic Plan Document and any related Appendix and Addendum to the Adoption Agreement. Unless otherwise indicated, all Section references are to Sections in the Basic Plan Document.

COMPANY INFORMATION

1. Name of adopting employer (Plan Sponsor): City of Selma
2. Address: 1710 Tucker Street
3. City: Selma
4. State: California
5. Zip: 93662
6. Phone number: 559-891-2200
7. Fax number: _____
8. Plan Sponsor EIN: 94-6000431
9. Plan Sponsor fiscal year end: 12/31
10. Entity Type:
 - a. Plan Sponsor entity type:
 - i. ☐ C Corporation
 - ii. ☐ S Corporation
 - iii. ☐ Non-Profit Organization
 - iv. ☐ Partnership
 - v. ☐ Limited Liability Company
 - vi. ☐ Limited Liability Partnership
 - vii. ☐ Sole Proprietorship
 - viii. ☐ Union
 - ix. ☒ Government Agency
 - x. ☐ Other: _____
 - xi. If "Union"(10a.viii) is selected, enter name of the representative of the parties who established or maintain the Plan: _____
11. State of organization of Plan Sponsor: California
12. **Controlled Groups/Affiliated Service Groups**
 - a. ☐ The Plan Sponsor is a member of an affiliated service group. List all members of the group (other than the Plan Sponsor): _____
13. **Controlled Groups**
 - a. ☐ The Plan Sponsor is a member of a controlled group. List all members of the group (other than the Plan Sponsor): _____

NOTE: Affiliated service group members and controlled group members may adopt the Plan with the approval of the Plan Sponsor.

NOTE: Listing affiliated service group members and controlled group members is for information purposes only and is optional. Participating Employers in the Plan are listed in Addendum.

PLAN INFORMATION

A. GENERAL INFORMATION AND DEFINITIONS

1. **Plan Number:** 502
2. **Plan Name:**
 - a. City of Selma
 - b. Section 125 Flexible Spending Plan

3. **Effective Date:** 01/01/1999

- a. ☒ Is this a restatement of a previously-adopted plan?
b. Effective date of Plan restatement: 01/01/2018 ("Restatement Date")

4. **Plan Year:**

- a. Plan Years mean each 12-consecutive month period ending on 12/31 (e.g. December 31). If the Plan Year changes, any special provisions regarding a short Plan Year shall be placed in the Addendum to the Adoption Agreement.
b. ☐ The Plan has a short Plan Year. The short Plan Year begins _____ and ends on _____.

Plan Features

5. The following Benefits are available under the Plan:

- a. ☒ Premium Conversion Account
b. ☒ Health Flexible Spending Account
c. ☐ Limited Purpose HSA-Compatible Health Flexible Spending Account
d. ☐ Post-Deductible HSA-Compatible Health Flexible Spending Account
e. ☒ Dependent Care Assistance Plan Account
f. ☐ Adoption Assistance Flexible Spending Account
g. ☐ Health Savings Account
h. ☐ Flexible Benefits Credits
i. ☐ PTO Purchase/Sale

6. **Simple Cafeteria Plan**

- a. ☐ The Plan is intended to qualify as a simple cafeteria plan under Code section 125(j).
b. The Employer shall make contributions to the Plan as follows:
i. ☐ _____% (no less than 2%) of an Eligible Employee's Compensation for the Plan Year.
ii. ☐ _____% (at least 200%) of an Eligible Employee's salary reduction contribution for the Plan Year, but no less than 6% of the Eligible Employee's Compensation for the Plan Year.

B. ELIGIBILITY

Eligible Employees - In addition to meeting the eligibility requirements under the applicable insurance contract Employees must also meet the following requirements:

1. Minimum age requirement for an Employee to become an Eligible Employee: 18.
NOTE: If the Plan is intended to be a simple cafeteria plan under Article 12, B.1 may not exceed "21."
- 2a. An Employee must complete the following service requirements to become an Eligible Employee on the date set forth in B.2b:
i. ☐ None
ii. ☐ Completion of _____ hours of service.
iii. ☒ Completion of 30 days of service.
iv. ☐ Completion of _____ months of service.
v. ☐ Completion of _____ years of service.
NOTE: If the Plan is a simple cafeteria plan under Article 12, B.2 may not exceed 1,000 hours of service or one year of service.
- 2b. Effective Date of Eligibility. An Employee will become an Eligible Employee on the date below upon completing the age and service requirements in B.1 and B.2a:
i. ☐ An Employee shall become an Eligible Employee immediately upon completing the age and service requirements in B.1 and B.2a.
ii. ☒ first day of each calendar month.
iii. ☐ first day of each plan quarter.
iv. ☐ first day of the first month and seventh month of the Plan Year.
v. ☐ first day of the Plan Year.
- 2c. If eligibility is not immediate after meeting age and service requirements, an Employee shall become an Eligible Employee on the Eligibility Date in B.1 and B.2b that is:
i. ☒ coincident with or next following the period in B.2b
ii. ☐ following the completion of the period in B.2b.
3. Describe any other modifications to the eligibility rules specified in B.1 and B.2: _____

Excluded Employees

4. The term "Eligible Employee" shall not include:
- a. ☐ **Union Employees.** Any Employee who is included in a unit of Employees covered by a collective bargaining agreement, if benefits were the subject of good faith bargaining between employee representatives and the Employer, and if the collective bargaining agreement does not provide for participation in this Plan.
 - b. ☒ **Leased Employees.**
 - c. ☒ **Non-Resident Aliens.** Any Employee who is a non-resident alien described in Code section 410(b)(3)(C).
 - d. ☒ **Part-time Employees.** Any Employee who is expected to work fewer than 30 hours per week.
 - e. ☐ **Other.** _____ (any exclusion must satisfy Code section 125(g) and the requirements under Article 13).
- NOTE: If the Plan is intended to be a simple cafeteria plan, B.4b, B.4d and B.4e may be selected only to the extent that the provisions do not violate the requirements on Code section 125(j).*
5. ☐ Describe any modifications to the definition of the term "Eligible Employee" for the specified Plan Benefit: _____

Leave of Absence under FMLA

6. If a Participant takes an unpaid leave of absence under FMLA, the Participant may elect the following with respect to the health Benefits under the Plan (i.e., Premium Conversion Account, Health FSA, and Limited Purpose Health FSA) (**select at least one**):
- a. ☒ Revoke coverage, which will be reinstated under the same terms upon the Participant's return from the FMLA leave of absence.
 - b. ☒ Continue coverage but discontinue payment of his or her contribution for the period of the FMLA leave of absence.
7. ☒ If B.6b. is selected, the Employer may recover the Participant's suspended contributions when the Participant returns to work from the FMLA leave of absence.
8. A Participant on leave of absence under FMLA (select only one):
- a. ☒ may continue coverage for all Benefits for which he is eligible when on FMLA leave, including non-health Benefits.
 - b. ☐ may only continue coverage for Premium Conversion Accounts, Health FSA, and Limited Purpose Health FSA, as applicable.
9. A Participant who continues coverage for Benefits while on FMLA leave of absence may make contributions for such Benefits as follows (select at least one):
- a. ☒ pre-pay on a pre-tax (to the extent permissible under Code section 125) or after-tax basis, prior to commencement of the FMLA leave of absence period, the contributions due for the FMLA leave of absence period
 - b. ☒ pay on an after-tax basis the same schedule as payments would have been made if the Participant were not on a leave of absence or if contributions were being made under COBRA
 - c. ☒ to the extent agreed in advance, the Participant will repay amounts advanced by the Employer to the Plan on behalf of the Participant upon the Participant's return from the FMLA leave of absence
- NOTE: B.9a may only be elected together with B.9.b or B.9c.*
NOTE: B.9b must be elected if available for non-FMLA leaves of absence.
NOTE: B.9c may only be elected together with B.9a and/or B.9b unless it is the only option available to Participants on a non-FMLA leave of absence.

Non-FMLA

10. ☒ A Participant may elect to continue coverage of Benefits when on unpaid non-FMLA leave of absence.

Termination of Participation

11. If a Participant remains an Employee but is no longer an Eligible Employee, his or her participation in the Plan shall terminate:
- a. ☒ on the last day of employment during which the Participant ceases to be an Eligible Employee
 - b. ☐ on the last day of the payroll period during which the Participant ceases to be an Eligible Employee
 - c. ☐ on the last day of the month during which the Participant ceases to be an Eligible Employee
 - d. ☐ on the last day of the Plan Year during which the Participant ceases to be an Eligible Employee
 - e. ☐ Other _____

Reemployment

12. If an Eligible Employee has a Termination of Employment and is subsequently reemployed by the Employer as an Eligible Employee within 30 days after Termination:
- a. ☒ the Plan Administrator shall automatically reinstate the Benefit elections in effect at the time of Termination
 - b. ☐ the Eligible Employee shall not resume or become a Participant until the first day of the subsequent Plan Year
13. If an Eligible Employee has a Termination of Employment and is subsequently reemployed by the Employer as an Eligible Employee more than 30 days after Termination:
- a. ☒ the Plan Administrator shall automatically reinstate the Benefit elections in effect at the time of Termination
 - b. ☐ the Eligible Employee shall not resume or become a Participant until the first day of the subsequent Plan Year
 - c. ☐ the Eligible Employee may elect to reinstate the Benefit election in effect at the time of Termination or make a new election under the Plan

C. PARTICIPATION ELECTIONS

Failure to Elect (Default Elections)

1. The election for the immediately preceding Plan Year relating to the following Benefits will apply to the applicable Plan Year:
- a. ☐ Premium Conversion Account (Non-Employer-sponsored Contracts)
 - b. ☐ Health Flexible Spending Account
 - c. ☐ Limited Purpose/Post-Deductible Health Flexible Spending Account (HSA-Compatible FSAs)
 - d. ☐ Dependent Care Assistance Plan Account
 - e. ☐ Health Savings Account
 - f. ☐ Adoption Assistance Flexible Spending Account

NOTE: If a Benefit is not selected, an Eligible Employee who does not make an affirmative election under the Plan for a Plan Year will be deemed to have elected not to participate in that Benefit for the Plan Year.

Change in Status

2. An Eligible Employee may change his or her election upon the following Change in Status events:
- a. ☐ None
 - b. ☒ Any event described in Treas. Reg. section 1.125-4 and other events permitted by IRS guidance
 - c. ☐ Pursuant to written Plan Administrative Procedures, which are incorporated herein by reference
 - d. ☐ Other: _____

D. PREMIUM CONVERSION ACCOUNT

Contracts for Reimbursement

NOTE: If Premium Conversion Account is not a selected Benefit under A.5a, Section D is disregarded.

1. If Premium Conversion Accounts are allowed under the Plan, select the types of Contracts with respect to which a Participant may contribute under Section 5.04:
- a. ☒ Employer Health
 - b. ☒ Employer Dental
 - c. ☒ Employer Vision
 - d. ☒ Employer Short-Term Disability
 - e. ☐ Employer Long-Term Disability
 - f. ☒ Employer Group Term Life
 - g. ☒ Employer Accidental Death & Dismemberment
 - h. ☐ COBRA continuation coverage under the Employer group health plan
 - i. ☒ Other: Eligible Colonial Product

Enrollment

2. ☒ All Employees will automatically be enrolled in the Premium Conversion Account upon their date of hire and will be deemed to have elected to contribute the entire amount of any premiums payable by the Employee during the Plan Year for participation in Employer-sponsored Contract(s).

NOTE: If D.2 is not selected, Eligible Employees may only elect to participate in the Premium Conversion Account pursuant to Section 4.02(b), 4.02(c) and Section 4.03 of the Plan.

Contributions

3. ☒ **Participant elections** will be automatically adjusted for changes in the cost of Employer-sponsored Contracts pursuant to the terms of Treas. Reg. 1.125-4(f)(2)(i).

E. FLEXIBLE SPENDING ACCOUNTS

NOTE: If Flexible Spending Accounts are not a permitted Benefit under A.5b, Section E is disregarded.

Employer Contributions

1. ☐ **Matching Contributions.** The Plan permits Employer matching contributions to the applicable Benefits as follows:

a. Health FSA:

- i. ☒ None
- ii. ☐ Discretionary
- iii. ☐ _____% of the Participant's Health FSA contribution up to _____% of the Participant's Compensation
- iv. ☐ _____% of the Participant's Health FSA contribution up to \$_____
- v. ☐ Other: _____

b. Limited Purpose/Post-Deductible Health Flexible Spending Account (HSA-Compatible FSA)

- i. ☒ None
- ii. ☐ Discretionary
- iii. ☐ _____% of the Participant's HSA-Compatible Health FSA contribution up to _____% of the Participant's Compensation
- iv. ☐ _____% of the Participant's HSA-Compatible Health FSA contribution up to \$_____
- v. ☐ Other: _____

c. Dependent Care Assistance Plan Account:

- i. ☒ None
- ii. ☐ Discretionary
- iii. ☐ _____% of the Participant's DCAP Account contribution up to _____% of the Participant's Compensation
- iv. ☐ _____% of the Participant's DCAP Account contribution up to \$_____
- v. ☐ Other: _____

2. ☐ **Non-Elective Employer Contributions.** The Plan permits Employer contributions to the applicable Benefits as follows:

a. Health Flexible Spending Account:

- i. ☒ None
- ii. ☐ Discretionary
- iii. ☐ _____% of the Participant's Compensation
- iv. ☐ \$_____ per Eligible Employee
- v. ☐ Other: _____

b. Limited Purpose/Post-Deductible Health Flexible Spending Account (HSA-Compatible FSA):

- i. ☒ None
- ii. ☐ Discretionary
- iii. ☐ _____% of the Participant's Compensation
- iv. ☐ \$_____ per Eligible Employee
- v. ☐ Other: _____

c. Dependent Care Assistance Plan Account:

- i. ☐ None

- ii. ☐ Discretionary
- iii. ☐ _____% of the Participant's Compensation
- iv. ☐ \$_____ per Eligible Employee
- v. ☐ Other: _____

NOTE: If there are no non-elective Employer contributions, questions under E.2 are disregarded.

NOTE: Employer matching and non-elective contributions shall not exceed the limits set forth in the BPD including: Health FSA, Section 6.04(b); HSA-Compatible FSA Section 7.04; Dependent Care Assistance Plan Account Section 8.04; and Adoption Assistance Flexible Spending Account, Section 10.04.

NOTE: If the Plan is intended to be a simple cafeteria plan, the Employer non-elective contributions in this section will apply in addition to the contributions at A.6b.

3. Contribution Limits. Select the maximum allowable Participant contribution to the applicable FSA in any Plan Year:

- a. ☒ The maximum amount permitted under Code section 125(i), 129(a)(2) and/or 137(b)(1)
- b. ☐ Other amounts
 - i. Health Flexible Spending Account: _____
 - ii. Limited Purpose/Post-Deductible Health Flexible Spending Account (HSA-Compatible FSA): _____
 - iii. Dependent Care Assistance Plan Account: _____
 - iv. Adoption Assistance Flexible Spending Account: _____

NOTE: Other amounts for Health Flexible Spending Account in E.3bi and Limited Purpose/Post-Deductible Health Flexible Spending Account in E.3ii cannot exceed the Code section 125(i) maximum. Other amounts in E.3b.iii for Dependent Care Assistance Plan Account cannot exceed Code 129(a)(2) amounts and E.3b(iv) cannot exceed Code section 137(b)(1) maximum.

Eligible Expenses

- 4. Individual Expenses Eligible for Reimbursement.** Participant may only be reimbursed from the applicable FSA for expenses that are incurred by:
- a. ☒ **Participant, spouse and Dependents.** The Participant, his or her spouse and all Dependents, and any child (as defined in section 152(f)(1)) of the Participant until his or her 26th birthday:
 - b. ☐ **Persons covered under Employer-sponsored group health plan.** The Participant, his or her spouse and all Dependents, and any child (as defined in section 152(f)(1)) of the Participant until his or her 26th birthday, but only if such persons are also covered under an Employer-sponsored health plan:
 - c. ☐ **Participants only.** No reimbursement for expenses incurred by the Participant's spouse or Dependents:
 - d. ☐ **Other:** _____ (may not include anyone other than the Participant, his or her spouse and all Dependents, and any child (as defined in section 152(f)(1)) of the Participant until his or her 26th birthday)

Expenses Not Eligible for Reimbursement

- 5. Expenses Not Eligible for Reimbursement.** In addition to those listed in the Basic Plan Document, the following expenses are not eligible for reimbursement from a Participant's FSA:
- a. ☐ Health Flexible Spending Account: _____
 - b. ☐ Limited Purpose/Post-Deductible Health Flexible Spending Account (HSA-Compatible FSA): _____
 - c. ☐ Dependent Care Assistance Plan Account: _____
- 6. Adult Children Coverage.** Reimbursement for adult children may be paid from the applicable FSA for claims incurred:
- a. ☐ until the date the child attains age 26
 - b. ☒ until the last day of the calendar year in which the child attains age 26

Reimbursement

- 7. ☒ Amounts Available for Reimbursement.** The Plan Administrator may direct reimbursement of FSAs up to the entire annual amount elected by the Eligible Employee on the Salary Reduction Agreement for the Plan Year for the applicable FSA, less any reimbursements already disbursed from the applicable FSA for the following Benefits:

- a. ☐ Dependent Care Assistance Plan Account

NOTE: If 7.a or 7.b is not selected, the Plan Administrator may direct reimbursement only up to the amount in the applicable FSA at the time the reimbursement request is received by the Plan Administrator.

Grace Period

8. ☐ The Plan will reimburse claims incurred during a Grace Period immediately following the end of the Plan Year for the following Benefits.
- a. ☐ Health Flexible Spending Account
 - b. ☐ Limited Purpose/Post-Deductible Health Flexible Spending Account (HSA-Compatible FSA)
 - c. ☐ Dependent Care Assistance Plan Account
 - d. ☐ Adoption Assistance Flexible Spending Account
- NOTE: The Plan cannot reimburse claims incurred during a Grace Period if carryovers are permitted in Part E.12.*
9. **Last day of Grace Period:**
- a. ☐ Fifteenth day of the 3rd month following end of the Plan Year
 - b. ☐ Other _____

Run Out Period

10. If **no Grace Period** applies for the Plan Year, an active Participant must submit claims for the Plan Year for reimbursement from the applicable FSA no later than:
- a. ☒ 90 days after the end of the Plan Year
 - b. ☐ _____ (insert date, e.g., March 31) immediately following such Plan Year
11. If a **Grace Period** applies for the Plan Year, an active Participant must submit claims for the Plan Year for reimbursement from the applicable FSA no later than:
- a. ☐ _____ days after the end of the Grace Period
 - b. ☐ _____ (insert date, e.g., March 31st) immediately following such Plan Year
- NOTE: The date in E.11b should be later than the last day of the Grace Period.*

Automatic Payment of Claims

12. Eligible expenses not covered under the Employer-sponsored health plan (e.g., co-payments, co-insurance, deductibles) automatically paid from the applicable FSA.
- a. ☒ Health Flexible Spending Account
 - b. ☐ Limited Purpose/Post-Deductible Health Flexible Spending Account (HSA-Compatible FSA)

Carryover

13. The Plan will carry over unused Health FSA balances at the end of the Plan Year for the following Benefits:
- a. ☒ Health Flexible Spending Account: 500.00 (may not exceed \$500).
 - b. ☐ Limited Purpose/Post-Deductible Health Flexible Spending Account (HSA-Compatible FSA): _____ (may not exceed \$500)
- NOTE: If carryover is selected (E.13a or E.13b is selected for the applicable FSA), the Plan may not provide for a Grace Period for the applicable FSA and the Plan may not provide for a Grace Period for the applicable FSA in the Plan Year to which the carryover amount is applied.*

Termination of Employment

14. In the event of a Termination of Employment the Participant may elect to continue to make contributions to FSAs under the Plan on an after-tax basis and reimbursements will be allowed for the remainder of the Plan Year.
- a. ☐ Yes
 - b. ☐ Yes - subject to the following limitations: _____
 - c. ☒ No
- NOTE: If E.14c is selected, then contributions shall cease upon Termination and reimbursements will be allowed only for expenses incurred prior to Termination.*
- NOTE: If applicable, any COBRA elections shall supersede this section.*
15. In the event of a Termination of Employment, a Participant may submit claims for reimbursement from the applicable FSA no later than:
- a. ☒ 60 days after a Termination of Employment.

- b. ☐ _____ days following the Plan Year in which the Termination occurs.

NOTE: If E.14a or E.14b is selected, then E.15b must be selected.

Qualified Reservist Distributions

16. ☐ **Qualified Reservist Distributions are available for:**

- a. ☐ The entire amount elected for the applicable Health FSA for the Plan Year minus applicable Health FSA reimbursements received as of the date of the Qualified Reservist Distribution request.
- b. ☐ The amount contributed to the applicable Health FSA as of the date of the Qualified Reservist Distribution request minus applicable FSA reimbursements received as of the date of the Qualified Reservist Distribution request.
- c. ☐ Other amount (not to exceed the entire amount elected for the applicable for the Plan Year minus reimbursements): _____

F. HEALTH SAVINGS ACCOUNT (HSA Account) (Article 9)

NOTE: If HSA Account is not a permitted Benefit under A.5f, Section F is disregarded.

Employer Contributions

1. **Matching Contributions.** The Plan permits Employer matching contributions to the HSA Account as follows (not to exceed the limits in Section 9.04):

- a. ☐ None
- b. ☐ Discretionary
- c. ☐ _____% of the Participant's elected HSA Account contribution up to _____% of the Participant's Compensation
- d. ☐ _____% of the Participant's elected HSA Account contribution up to \$_____
- e. ☐ Other: _____

NOTE: If the Plan is intended to be a simple cafeteria plan, the matching contributions in this section will apply in addition to the contributions at A.6b.

2. **Employer Non-Elective Contributions.** The Plan permits Employer non-elective contributions to the HSA Account as follows (not to exceed the limits in Section 9.04):

- a. ☐ None
- b. ☐ Discretionary
- c. ☐ _____% of the Participant's Compensation
- d. ☐ \$_____ per Eligible Employee
- e. ☐ Other: _____

NOTE: If the Plan is intended to be a simple cafeteria plan, the Employer non-elective contributions in this section will apply in addition to the contributions at A.6b.

3. **Contribution Limits.** Select the maximum allowable contribution to a Participant's HSA Account in any Plan Year:

- a. ☐ The maximum amount permitted under Code section 223(b), reduced by any Employer contributions.
- b. ☐ Other amount: _____ (not to exceed the Code section 223(b) maximum when combined with any Employer contributions).

G. FLEXIBLE BENEFIT CREDITS (Flex Credits) (Section 11.01)

Health Flex Contribution

NOTE: If Flexible Benefit Credits are not permitted Benefits in A.5g, Section G is disregarded.

1. ☐ **Health Flex Contribution.** The Flex Credit is intended to qualify as a "health flex contribution" under Treas. Reg. section 1.5000A-3(e)(3)(ii)(E): The Participant may not opt to receive the Flex Credit as a cash or taxable benefit and the Participant may only use the Flex Credit for the payment of premiums applicable to health care and toward the Health FSA or HSA-Compatible Health FSA Benefits.

2. **Eligible Benefits.** Participants may elect to contribute the Flex Credits to the following benefits:

- a. ☐ All Benefits offered under the Plan
- b. ☐ All Benefits offered under the Plan except the following: _____

- c. ☐ Only the following Benefits: _____
- d. ☐ Only the portion of the (i) Premium Conversion Account paid toward Employer-sponsored Health Contract premiums and/or (ii) Health FSA or HSA-Compatible Health FSA Benefits.

NOTE: If G.1 is selected, G.2d must be selected.

3. Amount of Flex Credit. The Employer will contribute a Flex Credit on behalf of each Eligible Employee as follows:

- a. ☐ \$_____ per Eligible Employee
- b. ☐ A discretionary amount as determined by the Employer
- c. ☐ Other: _____
- d. ☐ The amount of the simple cafeteria plan contributions described in A.6b

4. ☐ Contribution to 401(k) Plan. An Eligible Employee may elect to contribute all or a portion of his or her Flex Credits to a Qualified Plan in accordance with the terms of the following Qualified Plan(s): _____

NOTE: If G.4 is selected, then G.5 (cash out) must also be elected.

Cash Outs

5. Cash Out of Flex Credits. A Participant may elect to receive all or a portion of his or Flex Credits in cash.

- a. ☐ Yes
- b. ☐ Yes, subject to the following limitations: _____
- c. ☐ No

NOTE: If G.5a or G.5b is selected, then Flex Credits a Participant elects to contribute to a Health FSA will count toward the Code section 125(i) contribution limitation.

NOTE: If G.1 is selected, G.5c must be selected.

NOTE: If G.5.c is selected, the maximum value of Flex Credits a Participant can contribute to a Health FSA for a Plan Year is \$500.

6. Amount of Cash Out. For each Flex Credit dollar that a Participant elects to receive in cash from the Plan, the Participant will receive: \$_____ (insert dollar value of each Flex Credit; if no amount is provided, the cash out value of each Flex Credit is \$1.00)

7. Maximum Flex Credit Cash Out. The amount of cash a Participant may receive in exchange for Flex Credits in Plan Year shall not exceed:

- a. ☐ No limit
- b. ☐ \$_____ per calendar year
- c. ☐ Other: _____

8. Payment of Cash Out. Amounts distributed in cash from the Plan pursuant to Section 11.03 shall be paid to the Participant in:

- a. ☐ Equal payroll installments
- b. ☐ A single lump sum at the beginning of the Plan Year
- c. ☐ A single lump sum at the end of the Plan Year
- d. ☐ Other: _____

H. PURCHASE AND SALE OF PAID TIME OFF (PTO) (Section 11.02))

Purchase of PTO

1. **Maximum PTO Purchase.** A Participant can elect to purchase no more than the following periods of PTO in a Plan Year:

- a. ☒ None
- b. ☐ _____ hours
- c. ☐ _____ days
- d. ☐ _____ weeks
- e. ☐ Other: _____

NOTE: If Purchase of PTO is not a permitted Benefit in A.5h, H.1 is disregarded.

I. MISCELLANEOUS

Plan Administrator Information

- 1. **Plan Administrator.**
 - a. ☒ Plan Sponsor
 - b. ☐ Committee appointed by Plan Sponsor
 - c. ☐ Other: _____
- 2. **Indemnification.** Type of indemnification for the Plan Administrator:
 - a. ☐ None - the Company will not indemnify the Plan Administrator.
 - b. ☒ Standard as provided in Section 14.02.
 - c. ☐ Custom. (If I.2.c. (Custom) is selected, indemnification for the Plan Administrator is provided pursuant to an Addendum to the Adoption Agreement.)
- 3. **Governing Law.** The following state's law shall govern the terms of the Plan to the extent not pre-empted by Federal law: California
- 4. **Participating Employers.** Additional participating employers may be specified in an addendum to the Adoption Agreement.
- 5. **State of Organization.** State of organization of Plan Sponsor: California
(If state law requires written document language regarding benefits herein, add language to Addendum.)

SECTION J. EXECUTION PAGE

Failure to properly fill out the Adoption Agreement may result in the failure of the Plan to achieve its intended tax consequences.

The Plan shall consist of this Adoption Agreement, its related Basic Plan Document #125 and any related Appendix and Addendum to the Adoption Agreement.

The undersigned agree to be bound by the terms of this Adoption Agreement and Basic Plan Document and acknowledge receipt of same. The Plan Sponsor caused this Plan to be executed this _____ day of _____, 2017.

CITY OF SELMA:

Signature: _____

Print Name: _____

Title/Position: _____

SIGN HERE

CITY OF SELMA
SECTION 125 FLEXIBLE SPENDING PLAN
SUMMARY PLAN DESCRIPTION

Effective 01/01/2018

11/20/2017

CITY OF SELMA
SECTION 125 FLEXIBLE SPENDING PLAN
SUMMARY PLAN DESCRIPTION

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INTRODUCTION

City of Selma (the "Company") established the City of Selma Section 125 Flexible Spending Plan (the "Plan") effective 01/01/1999. This summary describes the Plan as amended and restated effective 01/01/2018. The Plan is a cafeteria plan that provides an eligible employee with the opportunity to choose among benefits offered under the Plan.

This summary supersedes all previous summaries of the Plan. Although the purpose of this document is to summarize the more significant provisions of the Plan, it is only a summary - the terms of the Plan document ultimately govern the operation and administration of the Plan. The Company and any employer who has adopted the Plan is referred to in this document as the "Company".

ELIGIBILITY

You are an "Eligible Employee" if you are an employee of the Company or any affiliate who has adopted the Plan on the first day of the calendar month coincident with or next following the date you have attained at least 18 years of age and you have completed at least 30 days of service.

However, you are not an "Eligible Employee" if you are any of the following:

- A self-employed individual (including a partner), or a person who owns (or is deemed to own) more than 2 percent of the outstanding stock of an S corporation.
- Covered by a collective bargaining agreement that does not provide for participation in this Plan.
- A leased employee.
- A non-resident alien who received no U.S. source earned income.
- A part-time employee who is expected to work fewer than 30 hours per week.

If you are not eligible to participate in the Company-sponsored group health plan then you are not eligible to participate in the Health Flexible Spending Account.

ELECTION PROCEDURES

If you are eligible to participate in the Plan on your date of hire, you may elect to participate in the Benefits under the Plan within 30 days after your date of hire (or a shorter period if established by the Plan Administrator). Your election will be effective as of your date of hire.

If you do not enroll in the Plan upon your date of hire, you may enroll during the enrollment period established by the Plan Administrator. Your election will be effective as of the first day of the Plan Year following the enrollment period.

You may also enroll in the Plan upon a change in status event as described below.

To enroll in the Plan, you must submit a completed election form to the Plan Administrator on or before the date specified by the Plan Administrator.

If, as of the start of a Plan Year, you have not submitted a completed election form by its due date, you will be deemed to have elected not to participate in the Plan for that Plan Year. If you fail to submit an election form, prior year elections will automatically apply to the following benefits: Premium Conversion Account. An election to participate in the Plan is generally irrevocable for the Plan Year. You may not change your election during a Plan Year unless you experience a change in status. Your change in election must be on account of and correspond with a change in status that affects your eligibility for coverage under the Plan.

Depending on the Benefit, a "change in status" includes:

- Change in your marital status.

- Change in the number of your dependents.
- Change in your employment status or the employment status of your spouse or dependents.
- Your dependent satisfies or ceases to satisfy eligibility requirements.
- Change in your place of residence.
- Commencement or termination of an adoption proceeding.
- Court judgment, decree, or order.
- Entitlement to Medicare or Medicaid by you, your spouse, or your dependent.
- Significant cost or other coverage changes.
- You change coverage under another cafeteria plan.
- You take leave under the FMLA.
- You lose coverage under the group health plan due to a reduction in hours.
- You are eligible to enroll in a qualified health plan through the Marketplace.

In addition, your election for your premiums will be automatically adjusted for any change in the cost of contracts sponsored by the Company as permitted by applicable law.

BENEFITS

Contributions pertaining to a Benefit will be credited to the applicable account. Your contributions to the Plan are not subject to federal income tax or social security taxes. Please note that while you may enjoy certain tax benefits, there may be some drawbacks to participation in the Plan. For instance, participation in the Plan may lower your social security benefits. You should consult with your professional tax/financial advisor to determine the consequences of your participation in this Plan.

If you are a highly paid employee or an owner of your Company, federal law may impose limits on your behalf to participate in the Plan and/or the benefits you may receive from the Plan. If the Plan Administrator determines that the Plan may fail to satisfy any nondiscrimination requirement or any limitation imposed by the Code, the Plan Administrator may modify your election in order to assure compliance with such requirements or limitations.

Premium Conversion Account

The Plan will automatically establish a Premium Conversion Account in your name when you become an Employee for the payment of premiums under the Company-sponsored benefits/contracts listed below unless you affirmatively elect to not establish or contribute to such account. Your Premium Conversion Account will be credited with amounts withheld from your compensation. The amount of the contribution to your Premium Conversion Account is equal to the amount of your portion of the premium due for the following benefits/contracts:

- Company Health
- Company Dental
- Company Vision
- Company Short-Term Disability
- Company Group Term Life
- Company Accidental Death & Dismemberment

If you affirmatively elect not to participate in the Premium Conversion Account for a Plan Year, you will not be enrolled unless and until you elect to participate in the Premium Conversion Account as described in the "Election Procedures" above. Contributions to the Premium Conversion Account are not subject to federal income tax or social security taxes, except that contributions for the payment of premiums under Company Group Term Life Insurance will be made on an after-tax basis to the extent that the premiums relate to coverage in excess of \$50,000.

In the event of a conflict between the terms of this Plan and the terms of the applicable contract, the terms of the contract (or the benefit plan under which it is established) will control.

Health Flexible Spending Account (Health FSA)

The following Health Flexible Spending Account is available under the Plan:

- General Purpose Health FSA

General Purpose Health FSAs may only be used to reimburse for qualifying medical expenses during the Plan Year.

If you are eligible, you may elect to contribute to a Health FSA in accordance the "Election Procedures" described above.

Health FSA Eligibility

Please be aware that there are some limitations on your eligibility to participate in Health FSAs. If you are an Eligible Employee, you are eligible to contribute to a Health FSA. However, if you are not eligible to participate in the Company-sponsored group health plan, then you are not eligible to participate in a Health FSA.

Health FSA Contributions

Your Health FSA will be credited with your contributions and will be reduced by any payments made on your behalf. The maximum amount you may contribute each year to your General Purpose Health FSA and/or HSA-Compatible Health FSA is the maximum amount permitted under the tax code (\$2,650 for 2018). The Company will not make additional contributions to your General Purpose Health FSA on your behalf.

Health FSA Eligible Expenses/Reimbursement

You will be entitled to receive reimbursement from your General Purpose Health FSA for eligible expenses incurred by you, your spouse and dependents, if any. A dependent is generally someone who may claim as a dependent on your federal tax return and also include a child until the last day of the calendar year in which they turns 26. The entire annual amount you elect to contribute for the Plan Year to your Health FSA, less any reimbursements already distributed from your Health FSA will be available for reimbursement throughout the Plan Year.

You may receive reimbursement for eligible expenses incurred during the Plan Year when you are participating in your Health FSA. Eligible expenses generally include all medical expenses that you may deduct on your federal income tax return. Health insurance premiums are not an eligible expense for the Health FSA. Medicines or drugs are eligible expenses only if the medicine or drug is prescribed (determined without regard to whether such drug is available without a prescription) or is insulin (unless otherwise excluded).

You will not be reimbursed for any expenses that were (1) incurred before you are eligible to participate in the Health FSA; (2) incurred after you have become ineligible to participate in the Health FSA and are attributable to a tax deduction you took in a prior taxable year; or (3) covered, paid, or reimbursed from another source. Your claim for reimbursement must include substantiation that the Plan Administrator or Claims Administrator considers sufficient for determining that the claim constitutes an expense eligible for reimbursement under the Plan.

If you are a participant in an Company-sponsored benefit plan, eligible expenses that are not covered under the benefit plan, such as co-payments, co-insurance or deductibles, will be automatically paid through your General Purpose Health FSA.

You must submit claims for reimbursement from your General Purpose Health FSA no later than 90 days after the end of the Plan Year. Any amounts remaining in your Health FSA after all timely claims have been paid will be forfeited.

Notwithstanding the forfeiture provisions above, if you have a balance in your Health FSA as of the last day of the Plan Year after all eligible expenses have been reimbursed and the claims deadline for the Plan Year has passed, the Plan will carry over the balance from your Health FSA, up to \$500.00, which may be used to pay or reimburse eligible expenses for the subsequent Plan Year. Any amounts in your Health FSA that exceed the limit above will be forfeited.

Termination of Employment

If you terminate employment with the Company for any reason during the Plan Year, your contributions to your FSA will end as of your date of termination. You may submit claims for reimbursement from your FSA for expenses incurred during

the Plan Year prior to your termination of employment. You must submit claims for reimbursement from your Health FSA no later than 60 days after the date your employment terminates. Any balance remaining in your Health FSA will be forfeited after claims submitted prior to this date have been processed.

Dependent Care Assistance Plan Account (DCAP)

A Dependent Care Assistance Plan Account may be used to reimburse expenses incurred for the care of a qualifying dependent. If you are eligible, you may elect to contribute to a DCAP Account in accordance with the "Election Procedures" described above.

DCAP Contributions

Your DCAP Account will be credited with your contributions and will be reduced by any payments made on your behalf. The maximum amount that you may contribute each year to your DCAP Account is the maximum amount permitted under the tax code (\$5,000 for 2018, \$2,500 if you are married and filing separately.)

The Company will not make additional contributions to your DCAP Account on your behalf.

DCAP Eligible Expenses/Reimbursement

The amount available for reimbursement is the balance in your DCAP Account at the time the reimbursement request is received by the Plan Administrator or Claims Administrator. You may receive reimbursement for eligible expenses incurred during the Plan Year when you are participating in your DCAP Account. Eligible expenses generally include those that you incur in order to be gainfully employed and for the care of (i) your dependent who is under age 13, or (ii) your spouse or dependent who lives with you and who is physically or mentally incapable of caring for themselves. Expenses incurred for overnight camp are not eligible for reimbursement. A dependent is generally someone who you may claim as a dependent on your federal tax return.

You must submit claims for reimbursement from your DCAP Account no later than 90 days following the Plan Year. Any amounts remaining in your DCAP Account at the end of the Plan Year after all timely claims have been paid will be forfeited.

Termination of Employment

If you terminate employment with the Company for any reason during the Plan Year, your contributions to your DCAP Account will end as of your date of termination. You may submit claims for reimbursement from your DCAP Account for expenses incurred during the Plan Year prior to your termination of employment. You must submit claims for reimbursement from your DCAP Account no later than 60 days after the date your employment terminates. Any balance remaining in your DCAP Account will be forfeited after claims submitted prior to this date have been processed.

CLAIMS PROCEDURES

You must submit your claim for benefits in accordance with the Plan Administrator's guidelines. Claims may also be submitted to PACETPA at:

Address: 1645 Shaw Ave #101
Phone number: 559-436-4850

Any claim for benefits must include all information and evidence that the Plan Administrator deems necessary to properly evaluate the merits of the claim. The Plan Administrator may request any additional information necessary to evaluate the claim.

To the extent that the Plan Administrator approves a claim, the Company may either (i) reimburse you, or (ii) pay the service provider directly. The Plan Administrator will pay claims at least once per year. The Plan Administrator may

provide that payments/reimbursements of less than a certain amount will be carried forward and aggregated with future claims until the reimbursable amount is greater than a minimum amount. In any event, the entire amount of payments/reimbursements outstanding at the end of the Plan Year will be reimbursed without regard to the minimum payment amount.

Claims for Plan Benefits (except for Health FSAs)

You must file a claim for benefits under this Plan in accordance with the Plan Administrator's guidelines. If your claim does not include enough information to process the claim, you will be given an opportunity to provide the missing information. You may designate an authorized representative by providing written notice of the designation to the Plan Administrator.

You may apply for benefits under the Plan by completing and filing a claim with the Plan Administrator. Your claim must include all information and evidence that the Plan Administrator deems necessary to evaluate the merit of your claim and to make any necessary determinations on your claim. The Plan Administrator may request any additional information from you as necessary to evaluate the claim.

Claims for Health FSA Benefits

If you file a claim for benefits from your Health FSA and that claim is denied, the Plan Administrator will notify you within a reasonable period of time, but no later than 30 days after the Plan Administrator received the claim. The Plan Administrator may notify you, prior to the expiration of this 30-day period, of the need to extend the period by up to 15 days due to matters beyond its control. In such case the Plan Administrator will notify you of the circumstances requiring the extension of time and the date by which the Plan Administrator notify you of its decision. If the extension is necessary because you did not submit information necessary to decide the claim, the notice of extension will describe the required information, and you will have at least 45 days from the day you receive the notice to provide the specified information.

If your claim is denied, the Plan Administrator will provide you with a notice identifying (A) the reason or reasons for the denial, (B) the Plan provisions on which the denial is based, (C) any material or information needed to grant the claim and an explanation of why the additional information is necessary, (D) an explanation of the steps that you must take if you wish to appeal the denial, including a statement that you may bring a civil action under ERISA after following the Plan's claims procedures. The notice will also include (1) if an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in making the denial and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to you upon request; or (2) if the denial is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or a statement that such explanation will be provided free of charge upon request.

Appeal of Denied Claim. If you wish to appeal the denial of a claim, you must file an appeal with the Plan Administrator on or before the 180th day after you receive the Plan Administrator's notice that the claim has been denied. You will lose the right to appeal if the appeal is not made within this 180-day period. The appeal must identify both the grounds and specific Plan provisions upon which the appeal is based. You will be provided, upon request and free of charge, documents and other information relevant to your claim. Your appeal may also include any comments, statements or documents that you desire to provide. The Plan Administrator will consider the merits of your presentations, the merits of any facts or evidence in support of the denial of benefits, and such other facts and circumstances as the Plan Administrator may deem relevant. In considering the appeal, the Plan Administrator will:

- (A) Provide for a review that does not afford deference to the initial adverse benefit determination and that is conducted by an appropriate named fiduciary of the Plan who is neither the individual who made the denial that is the subject of the appeal, nor the subordinate of such individual;
- (B) Provide that, in deciding an appeal of any denial that is based on a medical judgment, including determinations with regard to whether a particular treatment, drug, or other item is experimental, investigational, or not medically necessary or appropriate, the appropriate named fiduciary shall consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment;

- (C) Provide for the identification of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your claim denial, without regard to whether the advice was relied upon in making the denial; and
- (D) Provide that the health care professional engaged for purposes of a consultation under (B) above will be an individual who is neither an individual who was consulted in connection with the denial that is the subject of the appeal, nor the subordinate of any such individual.

The Plan Administrator will notify you of the Plan's benefit determination on review within 60 days after receipt by the Plan of your request for review of the denial.

Denial of Appeal. If your appeal is denied, the Plan Administrator will provide you with a notice identifying (A) the reason or reasons for such denial, (B) the Plan provisions on which the denial is based, (C) a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim, and (D) a statement describing your right to bring an action under section 502(a) of ERISA after following the Plan's claims procedures. The determination rendered by the Plan Administrator shall be binding upon all parties.

Exhaustion of Remedies; Limitations Period for Filing Suit. Before you can file a lawsuit for benefits under the Plan, you must exhaust the Plan's internal remedies. A lawsuit for benefits under the Plan must be brought within one year after the date of a final decision on the claim in accordance with the claims procedure described above.

Debit/Credit Cards

City of Selma will provide you with a debit/credit or other stored-value card for purposes of making purchases that are eligible for reimbursement from your Health Flexible Spending Account and Dependant Care Assistance Plan Account. The Plan Administrator will provide you with more information about these cards as well as any limitations at the time you enroll in the Plan. You do not have to use the cards and may request reimbursements as listed above.

Claims Not Governed by this Summary

Benefits Provided under Contracts. Please see the underlying contracts for claims and reimbursement rules under those contracts.

COBRA CONTINUATION COVERAGE

If you are participating in the Health FSA and your Company is not a small employer, then COBRA applies. A "small employer" is generally an employer that employs 20 or fewer employees, but you should contact the Plan Administrator who can inform you if the Company is a small employer not subject to COBRA and is not required to comply with these rules. Depending on your Health FSA balance at the time of the Qualifying Event (described below), you may not be eligible for COBRA continuation coverage.

Qualifying Events

You have the right to continue your coverage under the Health FSA if any of the following events results in your loss of coverage under the Health FSA:

- termination of employment for any reason other than gross misconduct
- reduction in your hours of employment

Your spouse and dependent children (including children born to you or placed for adoption with you) have the right to continue coverage under the Health FSA if any of the following events results in their loss of coverage under the Health FSA:

- termination of your employment for any reason other than gross misconduct
- reduction in your hours of employment
- you become enrolled in Medicare
- you and your spouse divorce or are legally separated
- your death

- your dependent ceases to be a "dependent child" for purposes of COBRA

Persons entitled to continue coverage under COBRA are "Qualified Beneficiaries."

If the cost of COBRA continuation coverage for the remainder of the Plan Year equals or exceeds the amount of reimbursement you have available under the Health FSA for the remainder of the Plan Year, you, your spouse, and/or your dependent child(ren) generally do not have the right to elect COBRA continuation coverage. You will be provided notice of your right to elect COBRA continuation coverage.

Continuing Coverage

You may continue the level of coverage you had in effect immediately preceding the Qualifying Event. However, if Plan benefits are modified for similarly situated active employees, then they will be modified for you and other Qualified Beneficiaries as well. You will be eligible to make a change in your benefit election with respect to the Plan upon the occurrence of any event that permits a similarly situated active employee to make a benefit election change during a Plan Year.

You, your spouse, or your dependent child(ren) must notify the Plan Administrator or its delegate in writing of a divorce, legal separation, or a child losing dependent status under the Plan within 60 days after the later of (1) the date of the Qualifying Event or (2) the date on which coverage is lost under the Plan because of the event. After receiving notice of a Qualifying Event, the Plan Administrator will provide Qualifying Beneficiaries with an election notice, which describes the right to COBRA continuation coverage and how to make an election. Notice to your spouse is deemed notice to your covered dependents that reside with the spouse.

You or your dependent(s) are responsible for notifying the Plan Administrator or its delegate if you or your dependent(s) become covered under another group health plan or entitled to Medicare.

Election Procedures and Deadlines

A Qualified Beneficiary may make an election for COBRA continuation coverage if they are not covered under the Plan as a result of another Qualified Beneficiary's COBRA continuation election. To elect COBRA continuation coverage, you must complete the applicable election form within 60 days from the later of (1) the date the election notice was provided to you or (2) the date that the Qualified Beneficiary would otherwise lose coverage under the Plan due to the Qualifying Event and submit it to the Plan Administrator or its delegate. If the Qualified Beneficiary does not return the election form within the 60-day period, it will be considered a waiver of their COBRA continuation coverage rights.

Cost of COBRA Continuation Coverage

The cost of COBRA continuation coverage will not exceed 102% of the applicable premium for the period of continuation coverage.

When Continuation Coverage Ends

You may be able to continue coverage under the Health FSA until the end of the Plan Year in which the Qualifying Event occurs. However, COBRA continuation coverage may end earlier for any of the following reasons:

- You fail to make a required COBRA continuation coverage contribution;
- The date that you first become covered under another Health FSA;
- The date that you first become entitled to Medicare; or
- The date the Company no longer provides a Health FSA to any of its employees.

YOUR RIGHTS UNDER ERISA

As a participant in the Health FSA under this Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all participants in a plan governed by ERISA shall

be entitled to:

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.
- Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.
- Continue health care coverage for yourself, spouse or dependents if there is a loss of coverage under the plan as a result of a qualifying event. You or your dependents may have to pay for such coverage. Review this summary plan description and the documents governing the plan on the rules governing your COBRA continuation coverage rights.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for participants in plans governed by ERISA, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your Company, your union, if applicable, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining an ERISA welfare benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for an ERISA welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of ERISA plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court if you have exhausted the Plan's claims procedures. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court if you have exhausted the Plan's claims procedures. If you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee

Benefits Security Administration.

MISCELLANEOUS

FMLA

If you go on unpaid leave that qualifies as family leave under the Family and Medical Leave Act you may be able to continue receiving health care benefits. Contact the Plan Administrator for more information under the Plan.

Unclaimed Reimbursements

Payments from the Account that are not claimed on a timely basis (for example, checks issued from the Plan that are not timely cashed) will be forfeited and returned to the Plan. Please contact your Plan Administrator about what constitutes "timely" claims of payment from the Plan.

Excess Payments/Reimbursements

If you receive an excess benefit or payment under the Plan, you must immediately repay any such excess payments/reimbursements. You must also reimburse the Company for any liability the Company may incur for making such payments, including but not limited to, failure to withhold or pay payroll or withholding taxes from such payments or reimbursements. If you fail to timely repay an excess amount and/or make adequate indemnification, the Plan Administrator may: (i) to the extent permitted by applicable law, offset your salary or wages, and/or (ii) offset other benefits payable to you under this Plan.

Beneficiaries

If you die, your beneficiaries or your estate may submit claims for eligible expenses for the portion of the Plan Year preceding the date of your death. You may designate a specific beneficiary for this purpose. If you do not name a beneficiary, the Plan Administrator may pay any amount to your spouse, one or more of your dependents, or a representative of your estate.

Qualified Medical Child Support Orders

In certain circumstances you may be able to enroll a child in the Plan if the Plan receives a Qualified Medical Child Support Order (QMCSO). You may obtain a copy of the QMCSO procedures from the Plan Administrator, free of charge.

Loss of Benefit

You may lose all or part of your Account(s) under the Plan if the unused balance is forfeited at the end of a Plan Year and if we cannot locate you when your benefit becomes payable to you.

Non-Alienation of Benefits

You may not alienate, anticipate, commute, pledge, encumber or assign any of the benefits or payments which you may expect to receive, contingently or otherwise, under the Plan, except that you may designate a beneficiary to receive benefits under the Plan in the event of your death.

Amendment and Termination of the Plan

The Company may amend or terminate the Plan at any time.

Plan Administrator Discretion

The Plan Administrator has the authority to make factual determinations, to construe and interpret the provisions of the

Plan, to correct defects and resolve ambiguities in the Plan. Any construction, interpretation or application of the Plan by the Plan Administrator is final, conclusive and binding on all persons and parties.

Taxation

The Company intends that all benefits provided under the Plan will not be taxable to you under federal tax law. However, the Company does not represent or guarantee that any particular federal, state or local income, payroll, personal property or other tax consequence will result from participation in this Plan. You should consult with your professional tax advisor to determine the tax consequences of your participation in this Plan.

Governing Law

The Plan is governed by the laws of California to the extent not pre-empted by Federal law.

PLAN INFORMATION

1. The Plan Sponsor and Plan Administrator is City of Selma.
2. The Plan Sponsor's and Plan Administrator's Address is 1710 Tucker Street, Selma, California 93662
3. The Plan sponsor's EIN is 94-6000431
4. The Plan Sponsor and Plan Administrator's phone number is 559-891-2200
5. The Plan is a cafeteria plan under section 125 of the Internal Revenue Code. The Health FSA Benefit under the Plan is a welfare benefit plan.
6. The Plan number is 502.
7. The Plan's designated agent for service of legal process is the Plan Sponsor. Any legal papers should be delivered to the Plan Sponsor at the address listed above. However, service may also be made upon the Plan Administrator.
8. The Plan Year is the 12-consecutive month period ending on 12/31 .
9. Amount contributed by Plan Participants and the Company to the Plan are general assets of the Company. All payments of benefits under the Plan are made solely out of the general assets of the Company. The Company has no obligation to set aside any funds, establish a trust, or segregate any amounts for the purpose of making any benefit payments under this Plan. The Company may, in its sole discretion, set aside funds, establish a trust, or segregate amounts for the purpose of making benefit payments under this Plan.

CITY OF SELMA
FORMAL RECORD OF ACTION

The following is a formal record of action taken by the governing body of City of Selma (the "Company").

With respect to the amendment and restatement of the City of Selma Section 125 Flexible Spending Plan (the "Plan"), the following resolutions are hereby adopted:

RESOLVED: That the Plan be amended and restated in the form attached hereto, which Plan is hereby adopted and approved;

RESOLVED FURTHER: That the appropriate officers of the Company be, and they hereby are, authorized and directed to execute the Plan on behalf of the Company;

RESOLVED FURTHER: That the officers of the Company be, and they hereby are, authorized and directed to take any and all actions and execute and deliver such documents as they may deem necessary, appropriate or convenient to effect the foregoing resolutions including, without limitation, causing to be prepared and filed such reports, documents or other information as may be required under applicable law.

Dated this _____ day of _____, 2017.

SIGN HERE

CITY OF SELMA

CITY OF SELMA WRAP PLAN

Established as of **01/01/1999**

Amended and Restated as of **01/01/2018**

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PACE TPA

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CITY OF SELMA
CITY OF SELMA WRAP PLAN

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ARTICLE 1
VARIABLE PROVISIONS/DEFINITIONS

Section 1.01 PLAN

This Plan is intended to qualify as a welfare benefit plan of the Company under ERISA.

Section 1.02 PLAN SPONSOR

Name of adopting employer (Plan Sponsor): City of Selma.

"Company" means the Plan Sponsor and any other entity that adopts the Plan with the consent of the Plan Sponsor.

Section 1.03 GENERAL PLAN INFORMATION

- (a) Plan name: City of Selma City of Selma Wrap Plan
- (b) Plan number: 503
- (c) Effective Date: 01/01/2018. This is a restatement of a prior plan document. The original effective date of Plan is: 01/01/1999.
- (d) "Plan Year" means each 12-consecutive month period ending on: 12/31.

Section 1.04 SUBSIDIARY CONTRACTS

"Subsidiary Contract" means any agreement, writing, contract, plan or arrangement between the Company and the welfare benefit provider(s) specified in the Subsidiary Contracts Addendum, plus any successor providers.

In addition, any statements of coverage provided by the Plan Administrator setting forth a description of the scope of coverage under the Plan as well as the options, terms, conditions and limitations related thereto are herein incorporated as part of the Subsidiary Contracts.

Section 1.05 ELIGIBILITY

(a) Eligibility for benefits under the Subsidiary Contracts shall be determined by the Subsidiary Contracts.

(b) "Participant" means an employee of the Company that participates in one or more Subsidiary Contracts.

Section 1.06 PLAN OPERATIONS

The Plan Administrator shall be the Plan Sponsor. The Plan Administrator shall also be the named fiduciary within the meaning of ERISA section 402.

Section 1.07 INDEMNIFICATION

The Company shall indemnify and hold harmless any person serving as the Plan Administrator (and its delegate) from all claims, liabilities, losses, damages and expenses, including reasonable attorneys' fees and expenses, incurred by such persons in connection with their duties hereunder to the extent not covered by insurance, except when the same is due to such person's own gross negligence, willful misconduct, lack of good faith, or breach of its fiduciary duties under this Plan or ERISA.

ARTICLE 2
BENEFITS

Section 2.01 INCORPORATION BY REFERENCE

The actual terms and conditions of the Subsidiary Contracts offered under this Plan are contained in separate, written documents governing each respective benefit, and shall govern in the event of a conflict between the individual plan document and this Plan. To that end, each such separate Subsidiary Contract, as amended or subsequently replaced, is hereby incorporated by reference as if fully recited herein.

ARTICLE 3
PLAN ADMINISTRATION

Section 3.01 PLAN ADMINISTRATOR

(a) Designation. The Plan Administrator shall be specified in Article 1. In the absence of a designation in Article 1, the Plan Sponsor shall be the Plan Administrator. If a Committee is designated as the Plan Administrator, the Committee shall consist of one or more individuals who may be employees appointed by the Plan Sponsor and the Committee shall elect a chairman and may adopt such rules and procedures as it deems desirable. The Committee may also take action with or without formal meetings and may authorize one or more individuals, who may or may not be members of the Committee, to execute documents in its behalf.

(b) Authority and Responsibility of the Plan Administrator. The Plan Administrator shall be the Plan "administrator" as such term is defined in section 3(16) of ERISA, and as such shall have total and complete discretionary power and authority:

(i) to make factual determinations, to construe and interpret the provisions of the Plan, to correct defects and resolve ambiguities and inconsistencies therein and to supply omissions thereto. Any construction, interpretation or application of the Plan by the Plan Administrator shall be final, conclusive and binding;

(ii) to determine the amount, form or timing of benefits payable hereunder and the recipient thereof and to resolve any claim for benefits in accordance with Article 5;

(iii) to determine the amount and manner of any allocations hereunder;

(iv) to maintain and preserve records relating to the Plan;

(v) to prepare and furnish all information and notices required under applicable law or the provisions of this Plan;

(vi) to prepare and file or publish with the Secretary of Labor, the Secretary of the Treasury, their delegates and all other appropriate government officials all reports and other information required under law to be so filed or published;

(vii) to hire such professional assistants and consultants as it, in its sole discretion, deems necessary or advisable; and shall be entitled, to the extent permitted by law, to rely conclusively on all tables, valuations, certificates, opinions and reports which are furnished by same;

(viii) to determine all questions of the eligibility of employees and of the status of rights of Participants under the Plan;

(ix) to determine the validity of any judicial order;

(x) to retain records on elections and waivers by Participants;

(xi) to supply such information to any person as may be required;

(xii) to perform such other functions and duties as are set forth in the Plan that are not specifically given to any other fiduciary or other person.

(c) Procedures. The Plan Administrator may adopt such rules and procedures as it deems necessary, desirable, or appropriate for the administration of the Plan. When making a determination or calculation, the Plan Administrator shall be entitled to rely upon information furnished to it. The Plan Administrator's decisions shall be binding and conclusive as to all parties.

(d) Allocation of Duties and Responsibilities. The Plan Administrator may designate other persons to carry out any of his duties and responsibilities under the Plan.

(e) Compensation. The Plan Administrator shall serve without compensation for its services.

(f) Expenses. All direct expenses of the Plan, the Plan Administrator and any other person in furtherance of their duties hereunder shall be paid or reimbursed by the Company.

(g) Allocation of Fiduciary Duties. A Plan fiduciary shall have only those specific powers, duties, responsibilities and obligations as are explicitly given him under the Plan. It is intended that each fiduciary shall not be responsible for any act or failure to act of another fiduciary. A fiduciary may serve in more than one fiduciary capacity with respect to the Plan.

Section 3.02 MEDICAL CHILD SUPPORT ORDERS

In the event the Plan Administrator receives a medical child support order (within the meaning of ERISA section 609(a)(2)(B)), the Plan Administrator shall notify the affected Participant and any alternate recipient identified in the order of the receipt of the order and the Plan's procedures for determining whether such an order is a qualified medical child support order (within the meaning of ERISA section 609(a)(2)(A)). Within a reasonable period the Plan Administrator shall determine whether the order is a qualified medical child support order and shall notify the Participant and alternate recipient of such determination.

Section 3.03 FMLA/USERRA

To the extent the Plan is subject to the Family Medical Leave Act (FMLA), the Plan Administrator shall permit a Participant taking unpaid leave under the FMLA to continue medical benefits under such applicable law. Non-medical benefits shall be continued according to the established Company policy. Participants continuing participation pursuant to the foregoing shall pay for such coverage (on a pre-tax or after-tax basis) under a method as determined by the Plan Administrator satisfying Treas. Reg. 1.125-3 Q&A-3. Any Participant on FMLA leave who revoked coverage shall be reinstated to the extent required by Treas. Reg. 1.125-3. If the Participant's coverage under the Plan terminates while the Participant is on FMLA leave, the Participant is not entitled to receive reimbursements for claims incurred during the period when the coverage is terminated. Upon reinstatement into the Plan upon return from FMLA leave, the Participant has the right to (i) resume coverage at the level in effect before the FMLA leave and make up the unpaid premium payments, or (ii) resume coverage at a level that is reduced by the amount of unpaid premiums and resume premium payments at the level in effect before the FMLA leave. The Plan Administrator shall also permit Participants to continue benefit elections as required under the Uniformed Services Employment and Reemployment Rights Act and shall provide such reinstatement rights as required by such law. The Plan Administrator shall also permit Participants to continue benefit elections as required under any other applicable state law to the extent that such law is not pre-empted by federal law.

Section 3.04 COBRA

To the extent the Plan is subject to COBRA (Code section 4980B and other applicable state law), a Participant shall be entitled to continuation coverage with respect to his or her health benefits as prescribed in Code section 4980B (and the regulations thereunder) or such applicable state statutes.

Section 3.05 THIRD PARTY RECOVERY/REIMBURSEMENT

(a) The Plan Administrator may, but is not required to, utilize the provisions of this subsection to the extent not inconsistent with the provisions of any applicable Subsidiary Contract, in which case the provisions of the Subsidiary Contract shall control.

(b) In General. When a Participant or covered dependent receives Plan benefits which are related to medical expenses that are also payable under Workers' Compensation, any statute, any uninsured or underinsured motorist program, any no fault or school insurance program, any other insurance policy or any other plan of benefits, or when related medical expenses that arise through an act or omission of another person are paid by a third party, whether through legal action, settlement or for any other reason, the Participant shall reimburse the Plan for the related Plan benefits received out of any funds or monies the Participant recovers from any third party.

(c) Specific Requirements and Plan Rights. Because the Plan is entitled to reimbursement, the Plan shall be fully subrogated to any and all rights, recovery or causes of actions or claims that a Participant or covered dependent may have against any third party. The Plan is granted a specific and first right of reimbursement from any payment, amount or recovery from a third party. This right to reimbursement is regardless of the manner in which the recovery is structured or worded, and even if the Participant or covered dependent has not been paid or fully reimbursed for all of their damages or expenses.

The Plan's share of the recovery shall not be reduced because the full damages or expenses claimed have not been reimbursed unless the Plan agrees in writing to such reduction. Further, the Plan's right to subrogation or reimbursement will not be affected or reduced by the "make whole" doctrine, the "fund" doctrine, the "common fund" doctrine, comparative/contributory negligence, "collateral source" rule, "attorney's fund" doctrine, regulatory diligence or any other equitable defenses that may affect the Plan's right to subrogation or reimbursement.

The Plan may enforce its subrogation or reimbursement rights by requiring the Participant to assert a claim to any of the benefits to which the Participant or a covered dependent may be entitled. The Plan will not pay attorneys' fees or costs associated with the claim or lawsuit without express written authorization from the Company.

If the Plan should become aware that a Participant or covered dependent has received a third party payment, amount or recovery and not reported such amount, the Plan, in its sole discretion, may suspend all further benefits payments related to the Participant and covered dependents until the reimbursable portion is returned to the Plan or offset against amounts that would otherwise be paid to or on behalf of the Participant or covered dependents.

(d) Participant Duties and Actions. By participating in the Plan each Participant and covered dependent consents and agrees that a constructive trust, lien or an equitable lien by agreement in favor of the Plan exists with regard to any settlement or recovery from a third person or party. In accordance with that constructive trust, lien or equitable lien by agreement, each Participant and covered dependent agrees to cooperate with the Plan in reimbursing it for Plan costs and expenses.

Once a Participant or covered dependent has any reason to believe that the Plan may be entitled to recovery from any third party, the Participant must notify the Plan. And, at that time, the Participant (and the Participant's attorney, if applicable) must sign a subrogation/reimbursement agreement that confirms the prior acceptance of the Plan's subrogation rights and the Plan's right to be reimbursed for expenses arising from circumstances that entitle the Participant or covered dependent to any payment, amount or recovery from a third party.

If a Participant fails or refuses to execute the required subrogation/ reimbursement agreement, the Plan may deny payment of any benefits to the Participant or covered dependent until the agreement is signed. Alternatively, if a Participant fails or refuses to execute the required subrogation/reimbursement agreement and the Plan nevertheless pays benefits to or on behalf of the Participant or a covered dependent, the Participant's acceptance of such benefits shall constitute agreement to the Plan's right to subrogation or reimbursement.

Each Participant and covered dependent consents and agrees that they shall not assign their rights to settlement or recovery against a third person or party to any other party, including their attorneys, without the Plan's consent. As such, the Plan's reimbursement will not be reduced by attorneys' fees and expenses without express written authorization from the Plan.

Section 3.06 HIPAA PORTABILITY RULES

To the extent the Plan constitutes a group health plan as defined in Treas. Reg. section 54.9801-2 or if the Plan Administrator determines that the Plan is subject to HIPAA portability rules, the Plan shall comply with the requirements of Code section 9801 et. seq. including the requirement to cover children until the attainment of at least age 26 if the Plan makes dependent coverage of children available.

ARTICLE 4
FUNDING

Section 4.01 NO FUNDING REQUIRED

Except as otherwise required by law:

(a) Any amount contributed by a Participant and/or the Company to provide benefits hereunder shall remain part of the general assets of the Company and all payments of benefits under the Plan shall be made out of the general assets of the Company or the Subsidiary Contracts.

(b) The Company shall have no obligation to set aside any funds, establish a trust, or segregate any amounts for the purpose of making any benefit payments under this Plan. However, the Company may in its sole discretion, set aside funds, establish a trust, or segregate amounts for the purpose of making any benefit payments under this Plan.

(c) No person shall have any rights to, or interest in, any account other than as expressly authorized in the Plan.

Section 4.02 FUNDING POLICY

The Company shall have the right to enter into a contract with one or more Subsidiary Contract providers for the purposes of providing any benefits under the Plan and to replace any of such Subsidiary Contracts. Any dividends, retroactive rate adjustments or other refunds of any type that may become payable under any such Subsidiary Contract shall not be assets of the Plan but shall be the property of, and shall be retained by the Company. The Company will not be liable for any loss or obligation relating to any insurance coverage except as is expressly provided by this Plan. Such limitation shall include, but not be limited to, losses or obligations that pertain to the following:

(a) Once a Subsidiary Contract is applied for or obtained, the Company will not be liable for any loss which may result from the failure to pay premiums to the extent premium notices are not received by the Company;

(b) To the extent premium notices are received by the Company, the Company's liability for the payment of such premiums will be limited to such premiums and will not include liability for any other loss which result from such failure;

(c) When employment ends, the Company will have no liability to take any step to maintain any policy in force except as may be specifically required otherwise in this Plan and the Company will not be liable for or responsible to see to the payment of any premium with respect to periods after employment ends.

ARTICLE 5
CLAIMS PROCEDURES

Section 5.01 CLAIMS PROCEDURES

(a) This Section 5.01 shall apply for any claim for benefits under a Subsidiary Contract unless the Subsidiary Contract has a claims procedure that is compliant with ERISA section 503. If the Subsidiary Contract has a claims procedure that is compliant with ERISA section 503, the claims procedure of the Subsidiary Contract shall apply.

A request for benefits is a "claim" subject to these procedures only if it is filed by the Participant or the Participant's authorized representative in accordance with the Plan's claim filing guidelines. In general, claims must be filed in writing (except urgent care claims, which may be made orally) with the applicable Subsidiary Contract provider. Any claim that does not relate to a specific benefit under the Plan (for example, a general eligibility claim or a dispute involving a mid-year election change) must be filed with the Plan Administrator. A request for prior approval of a benefit or service where prior approval is not required under the Plan is not a "claim" under these rules. Similarly, a casual inquiry about benefits or the circumstances under which benefits might be paid under the Plan is not a "claim" under these rules, unless it is determined that the inquiry is an attempt to file a claim. If a claim is received, but there is not enough information to process the claim, the Participant will be given an opportunity to provide the missing information.

Participants may designate an authorized representative if written notice of such designation is provided to the applicable provider identifying such authorized representative. In the case of a claim for medical benefits involving urgent care, a health care professional who has knowledge of the Participant's medical condition may act as an authorized representative with or without prior notice.

(b) Timing of Notice of Claim. The Plan Administrator shall notify the Claimant of any adverse benefit determination within a reasonable period of time, but not later than the time frame below, depending on the type of benefit being provided under the Subsidiary Contract under which the claim for benefits arises.

(i) In General. Notice will be provided 90 days after receipt of the claim. This period may be extended one time by the Plan for up to 90 days, provided that the Plan Administrator both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies the Claimant, prior to the expiration of the initial 90-day period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision.

(ii) Group Health Plan Claims. The timeframe for benefit determinations under group health plans shall be determined as provided under DOL Reg. section 2560.503-1(f)(2). For purposes of this Section 5.01, group health plan means a group health plan as defined in DOL Reg. section 2560.503-1(m)(6).

(iii) Disability Plan Claims (or Claims Involving Disability). Notice will be provided 45 days after receipt of the claim. This period may be extended by the Plan for up to 30 days, provided that the Plan Administrator both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies the Claimant, prior to the expiration of the initial 45-day period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision. The period for making the determination may be extended for up to an additional 30 days if Plan Administrator notifies the claimant prior to the expiration of the first 30-day extension period the circumstances of the extension and the date by which the Plan expects to render a decision. Any notice extension under this section shall explain the standards on which the entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues, and the claimant shall be afforded at least 45 days within which to provide the specified information.

(c) Content of Notice of Denied Claim.

(i) If a claim is wholly or partially denied, the Plan Administrator shall provide the Claimant with a written notice identifying (1) the reason or reasons for such denial, (2) the pertinent Plan provisions on which the denial is based, (3) any material or information needed to grant the claim and an explanation of why the additional information is necessary, and (4) an explanation of the steps that the Claimant must take if he wishes to appeal the denial including a statement that the Claimant may bring a civil action under ERISA.

(ii) In addition, if the wholly or partially denied claim is by a Subsidiary Contract providing group health or disability benefits, the following information must also be included in the written notice: (1) If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the Claimant upon request; or (2) if the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the Claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request.

(iii) In the case of a wholly or partially denied claim involving urgent care (as defined in DOL Reg. section 2560.503-1(m)(1)) under a Subsidiary Contract providing group health benefits, the notice must include a description of the expedited review process applicable to such claims. In addition, the information described in this

Section 5.01(c) may be provided orally within the timeframe required under Section 5.01(b) provided that a written or electronic notification is furnished to the claimant not later than 3 days after the oral notification.

(d) Appeal of Denied Claim.

(i) If a Claimant wishes to appeal the denial of a claim, he shall file a written appeal with the Plan Administrator on or before the 60th day after he receives the Plan Administrator's written notice that the claim has been wholly or partially denied (the 180th day for claims involving a group health plan or disability benefits). The written appeal shall identify both the grounds and specific Plan provisions upon which the appeal is based. The Claimant shall lose the right to appeal if the appeal is not timely made.

(A) The Claimant shall be provided, upon request and free of charge, documents and other information relevant to his claim. A written appeal may also include any comments, statements or documents that the Claimant may desire to provide. The Plan Administrator shall consider the merits of the Claimant's written presentations, the merits of any facts or evidence in support of the denial of benefits, and such other facts and circumstances as the Plan Administrator may deem relevant.

(B) In addition to the requirements of paragraph (A) above, if the claim is under a Subsidiary Contract providing group health or disability benefits, the claims procedures shall be determined in accordance with DOL Reg. section 2560.503-1(h)(3) and 2560.503-1(h)(4).

(ii) The Plan Administrator shall ordinarily rule on an appeal within 60 days. However, if special circumstances require an extension and the Plan Administrator furnishes the Claimant with a written extension notice during the initial period, the Plan Administrator may take up to 120 days to rule on an appeal. If the denied claim is by a Subsidiary Contract providing group health or disability benefits, the timing of the Plan Administrator's review shall be determined in accordance with DOL Reg. section 2560.503-1(i)(2) and 560.503-1(i)(3).

(e) Denial of Appeal. If an appeal is wholly or partially denied, the Plan Administrator shall provide the Claimant with a notice identifying (1) the reason or reasons for such denial, (2) the pertinent Plan provisions on which the denial is based, (3) a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claimant's claim for benefits, and (4) a statement describing the Claimant's right to bring an action under section 502(a) of ERISA. The determination rendered by the Plan Administrator shall be binding upon all parties. In addition, if the claim is under a Subsidiary Contract providing group health or disability benefits, the denial notice shall include additional information required under DOL Reg. section 2560.503-1(j)(5).

(f) Exhaustion of Remedies. Before a suit can be filed in federal court, claims must exhaust internal remedies.

(g) Additional Claims Processes.

(i) Applicability. This Subsection shall apply to the extent (1) the Plan constitutes a group health plan as defined in Treas. Reg. section 54.9801-2 or if the Plan Administrator determines that the Plan is subject to HIPAA portability rules and (2) the Plan is not a grandfathered health plan under the Patient Protection and Affordable Care Act.

(ii) Effective Date. This Subsection shall be effective the later of the first plan year beginning after September 23, 2010 or the date the Plan is no longer a grandfathered health plan under the Patient Protection and Affordable Care Act.

(iii) Internal Claims Process. The claims requirements above shall apply as the internal claims process except as provided under DOL Reg. 2590.715-2719 and any superseding guidance.

(1) Adverse Benefit Determination. An adverse benefit determination means an adverse benefit determination as defined in DOL Reg. 2560.503-1, as well as any rescission of coverage, as described in DOL Reg. 2590.715-2712(a)(2).

(2) Expedited Urgent Care Determinations. The requirements of DOL Reg. section 2560.503-1(f)(2)(i) apply as provided in DOL Reg. 2590.715-2719(b)(2)(ii)(B) and any superseding guidance. Claimants must be notified of benefit determinations (whether adverse or not) with respect to a claim involving urgent care (as defined in DOL Reg. section 2560.503-1(m)(1)) as soon as possible, taking into account the medical exigencies, but not later than 72 hours after the receipt of the claim.

(3) Full and Fair Review. A Claimant must be allowed to review the file and present evidence and testimony as part of the internal appeals process. Claimants must be provided, free of charge, with any new or additional evidence considered relied upon or generated by the Plan in connection with the claim sufficiently in advance of the final adverse benefit determination to give the Claimant a reasonable opportunity to respond prior to that date. The Plan must also meet the conflict of interest requirements under DOL Reg. 2590.715-2712(b)(2)(D).

(4) Notice. A description of available internal and external claims processes and information regarding how to initiate an appeal must be provided. Notices of adverse benefit determinations must include the information required under DOL Reg. 2590.715-2719(b)(2)(ii)(E) as applicable. The final notice of internal adverse benefit determination must include a discussion of the decision. Notice must be provided in a

linguistically appropriate manner as provided under DOL Reg. 2590.715-2719(e). The Plan must disclose the contact information for any applicable office of health insurance consumer assistance or ombudsman established under PHS Act section 2793.

(5) Deemed Exhaustion of Internal Claims Process. If the Plan fails to adhere to the requirements of DOL Reg. 2590.715-2719(b)(2), except as provided under DOL Reg. 2590.715-2719(b)(2)(ii)(F)(2), the claimant may initiate an external review under Section 6.02(b)(2) or may bring an action under section 502(a) of ERISA as provided in DOL Reg. 2590.715-2719(b)(2)(ii)(F) and any superseding guidance.

(iv) External Claims Process.

(1) State Process. To the extent the Plan is required under DOL Reg. section 2590.715-2719(c)(1)(i) or (c)(1)(ii) to comply with a State external claims process that includes at a minimum the consumer protections in the NAIC Uniform Model Act, then the plan or issuer must comply with the state external claims process of DOL Reg. section 2590.715-2719(c).

(2) Federal Process. To the extent the Plan is not required under DOL Reg. section 2590.715-2719(c)(1)(i) or (c)(1)(ii) to comply with the State external claims process, then the plan or issuer must comply with the Federal external claims process of DOL Reg. section 2590.715-2719(d) and any superseding guidance.

Section 5.02 MINOR OR LEGALLY INCOMPETENT PAYEE

If a distribution is to be made to an individual who is either a minor or legally incompetent, the Plan Administrator may direct that such distribution be paid to the legal guardian. If a distribution is to be made to a minor and there is no legal guardian, payment may be made to a parent of such minor or a responsible adult with whom the minor maintains his residence, or to the custodian for such minor under the Uniform Transfer to Minors Act, if such is permitted by the laws of the state in which such minor resides. Such payment shall fully discharge the Plan Administrator and the Company from further liability on account thereof.

Section 5.03 MISSING PAYEE

If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participants or other person after reasonable efforts have been made to identify or locate such person, such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited one year after the date any such payment first became due.

ARTICLE 6
AMENDMENT OR TERMINATION OF PLAN

Section 6.01 AMENDMENT

The provisions of the Plan may be amended in writing at any time and from time to time by the Plan Sponsor.

Section 6.02 TERMINATION

(a) It is the intention of the Plan Sponsor that this Plan will be permanent. However, the Plan Sponsor reserves the right to terminate the Plan at any time for any reason.

(b) Each entity constituting the Company reserves the right to terminate its participation in this Plan. In addition, each such entity constituting the Company shall be deemed to terminate its participation in the Plan if: (i) it is a party to a merger in which it is not the surviving entity and the surviving entity is not an affiliate of another entity constituting the Company, or (ii) it sells all or substantially all of its assets to an entity that is not an affiliate of another entity constituting the Company.

(c) Upon termination, any assets remaining in the Plan shall be used to pay outstanding benefit claims. To the extent permitted by the Subsidiary Contracts and to the extent the assets do not revert to the Company, any remaining assets shall be refunded to Participants.

ARTICLE 7
GENERAL PROVISIONS

Section 7.01 NONALIENATION OF BENEFITS

No Participant or Beneficiary shall have the right to alienate, anticipate, commute, pledge, encumber or assign any of the benefits or payments which he may expect to receive, contingently or otherwise, under the Plan.

Section 7.02 NO RIGHT TO EMPLOYMENT

Nothing contained in this Plan shall be construed as a contract of employment between the Company and the Participant, or as a right of any employee to continue in the employment of the Company, or as a limitation of the right of the Company to discharge any of its employees, with or without cause.

Section 7.03 GOVERNING LAW

- (a) The Plan shall be construed in accordance with and governed by the laws of the state or commonwealth of organization of the Plan Sponsor to the extent not preempted by Federal law.
- (b) The Plan hereby incorporates by reference any provisions required by state law to the extent not preempted by Federal law.

Section 7.04 TAX EFFECT

The Company does not represent or guarantee that any particular federal, state or local income, payroll, personal property or other tax consequence will result from participation in this Plan. A Participant should consult with professional tax advisors to determine the tax consequences of his or her participation.

Section 7.05 SEVERABILITY OF PROVISIONS

If any provision of the Plan shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and the Plan shall be construed and enforced as if such provisions had not been included.

Section 7.06 HEADINGS AND CAPTIONS

The headings and captions herein are provided for reference and convenience only, shall not be considered part of the Plan, and shall not be employed in the construction of the Plan.

Section 7.07 GENDER AND NUMBER

Except where otherwise clearly indicated by context, the masculine and the neuter shall include the feminine and the neuter, the singular shall include the plural, and vice-versa.

Section 7.08 EFFECT OF MISTAKE

In the event of a mistake as to the eligibility or participation of an employee, or the allocations made to the account of any Participant, or the amount of distributions made or to be made to a Participant or other person, the Plan Administrator shall, to the extent it deems possible, cause to be allocated or cause to be withheld or accelerated, or otherwise make adjustment of, such amounts as will in its judgment accord to such Participant or other person the credits to the account or distributions to which he is properly entitled under the Plan. Such action by the Administrator may include withholding of any amounts due the Plan or the Company from Compensation paid by the Company.

ARTICLE 8

HIPAA

The Plan will comply with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA") as set forth below.

Section 8.01 DEFINITIONS

For purposes of this Article 8, the following terms have the following meanings:

(a) "Business Associate" means any outside vendor who performs a function or activity on behalf the Plan which involves the creation, use or disclosure of PHI, and includes any subcontractor to whom a Business Associate delegates its obligations.

(b) "Group Health Benefits" means the medical benefits, dental benefits, vision benefits and, if applicable, employee assistance program benefits offered under the Plan.

(c) "Individual" means the Participant or the Participant's covered dependents enrolled in any of the Group Health Benefits under the Plan.

(d) "Notice of Privacy Practices" means a notice explaining the uses and disclosures of PHI that may be made by the Plan, the covered Individuals' rights under the Plan with respect to PHI, and the Plan's legal duties with respect to PHI.

(e) "Plan Administration Functions" means the administration functions performed by the Plan Sponsor on behalf of the Plan. Plan Administration Functions do not include functions performed by the Plan Sponsor in connection with any other benefit plan of the Plan Sponsor.

(f) "Protected Health Information ("PHI")" means information about an Individual, including genetic information, (whether oral or recorded in any form or medium) that:

(1) is created or received by the Plan or the Plan Sponsor;

(2) relates to the past, present or future physical or mental health or condition of the Individual, the provision of health care to the Individual, or the past, present or future payment for the provision of health care to the Individual; and

(3) identifies the Individual or with respect to which there is a reasonable basis to believe the information may be used to identify the Individual.

PHI includes Protected Health Information that is transmitted by or maintained in electronic media.

(g) "Summary Health Information" means information summarizing the claims history, claims expenses, or types of claims experienced by an Individual, and from which the following information has been removed:

(1) names;

(2) any geographic information which is more specific than a five digit zip code;

(3) all elements of dates relating to a covered Individual (e.g., birth date) or any medical treatment (e.g., admission date) except the year; all ages for a covered Individual if the Individual is over age 89 and all elements of dates, including the year, indicative of such age (except that ages and elements may be aggregated into a single category of age 90 and older);

(4) other identifying numbers, such as, Social Security, telephone, fax, or medical record numbers, e-mail addresses, VIN, or serial numbers;

(5) facial photographs or biometric identifiers (e.g., finger prints); and

(6) any other unique identifying number, characteristic, or code.

Section 8.02 HIPAA PRIVACY COMPLIANCE

The Plan's HIPAA privacy compliance rules ("Privacy Rule") are as follows:

(a) Permitted Use or Disclosure of PHI by Plan Sponsor. Any disclosure to and use by the Plan Sponsor of any PHI will be subject to and consistent with this Section.

(1) The Plan and health insurance issuer, HMO, or Business Associate servicing the Plan may disclose PHI to the Plan Sponsor to permit the Plan Sponsor to carry out Plan Administration Functions, including but not limited to the following purposes:

(A) to provide and conduct Plan Administrative Functions related to payment and health care operations for and on behalf of the Plan;

(B) for auditing claims payments made by the Plan;

(C) to request proposals for services to be provided to or on behalf of the Plan; and

(D) to investigate fraud or other unlawful acts related to the Plan and committed or reasonably suspected of having been committed by a Plan participant.

(2) The uses described above in (1) are permissible only if the Notice of Privacy Practices distributed to covered Individuals in accordance with the Privacy Rule states that PHI may be disclosed to the Plan Sponsor.

(3) The Plan or a health insurance issuer or HMO may disclose to the Plan Sponsor information regarding whether an Individual is participating in the Plan, or is enrolled in or has disenrolled from a health insurance issuer or HMO offered by the Plan.

(b) Restrictions on Plan Sponsor's Use and Disclosure of PHI.

(1) The Plan Sponsor will not use or further disclose PHI, except as permitted or required by the Plan or as required by law.

(2) The Plan Sponsor will ensure that any agent, including any subcontractor, to whom it provides PHI agrees to the restrictions and conditions of this Section.

(3) The Plan Sponsor will not, and will not permit a health insurance issuer or HMO to, use or disclose PHI for employment-related actions or decisions, or in connection with any other benefit or employee benefit plan of the Plan Sponsor.

(4) The Plan Sponsor will report to the Plan any use or disclosure of PHI that is inconsistent with the uses and disclosures allowed under this Section promptly upon learning of such inconsistent use or disclosure.

(5) The Plan Sponsor will make a covered Individual's PHI available to the covered Individual in accordance with the Privacy Rule.

(6) The Plan Sponsor will make PHI available for amendment and will, upon notice, amend PHI in accordance with the Privacy Rule.

(7) The Plan Sponsor will track certain PHI disclosures it makes so that it can make available the information required for the Plan to provide an accounting of disclosures in accordance with the Privacy Rule.

(8) The Plan Sponsor will make its internal practices, books, and records, relating to its use and disclosure of PHI received from the Plan to the Secretary of the U.S. Department of Health and Human Services to determine the Plan's compliance with the Privacy Rule.

(9) The Plan Sponsor will, if feasible, return or destroy all PHI, in whatever form or medium (including in any electronic medium under the Plan Sponsor's custody or control) received from the Plan, including all copies of and any data or compilations derived from and allowing identification of any Individual who is the subject of the PHI, when that PHI is no longer needed for the Plan Administration Functions for which the disclosure was made. If it is not feasible to return or destroy all such PHI, the Plan Sponsor will limit the use or disclosure of any PHI it cannot feasibly return or destroy to those purposes that make the return or destruction of the information infeasible.

(10) When using or disclosing PHI or when requesting PHI from another party, the Plan sponsor must make reasonable efforts to limit PHI to the minimum necessary to accomplish the intended purpose of the use or disclosure, and limit any request for PHI to the minimum necessary to satisfy the purpose of the request.

(11) The Plan Sponsor will not use any genetic information for any underwriting purposes.

(c) Adequate Separation between the Plan Sponsor and the Plan.

(1) Only those employees of the Plan Sponsor, as outlined in the Plan's HIPAA Policies and Procedures, may be given access to PHI received from the Plan or a health insurance issuer, HMO or Business Associate servicing the Plan.

(2) The members of the classes of employees identified in the Plan's HIPAA Policies and Procedures will have access to PHI only to perform the Plan Administration Functions that the Plan Sponsor provides for the Plan.

(3) The Plan Sponsor will promptly report to the Plan any use or disclosure of PHI in breach, violation of, or noncompliance with, the provisions of this Section of the Plan, as required under this Section, and will cooperate with the Plan to correct the breach, violation or noncompliance, will impose appropriate disciplinary

action or sanctions, including termination of employment, on each employee who is responsible for the breach, violation or noncompliance, and will mitigate any deleterious effect of the breach, violation or noncompliance on any Individual covered under the Plan, the privacy of whose PHI may have been compromised by the breach, violation or noncompliance. Regardless of whether a person is disciplined or terminated pursuant to this section, the Plan reserves the right to direct that the Plan Sponsor, and upon receipt of such direction the Plan Sponsor shall, modify or revoke any person's access to or use of PHI.

(d) Purpose of Disclosure of Summary Health Information to Plan Sponsor.

(1) The Plan and any health insurance issuer or HMO may disclose Summary Health Information to the Plan Sponsor if the Plan Sponsor requests the Summary Health Information for the purpose of obtaining premium bids from health plans for providing health insurance coverage under the Plan.

(2) The Plan and any health insurance issuer or HMO may disclose Summary Health Information to the Plan Sponsor if the Plan Sponsor requests the Summary Health Information for the purpose of modifying, amending, or terminating the Plan.

(e) Plan Sponsor Certification. The Plan Sponsor will provide the Plan with a certification stating that the Plan has been amended to incorporate the terms of this Article and that the Plan Sponsor agrees to abide by these terms. The Plan Sponsor will also provide the certification upon request to its health insurance issuers, HMOs and Business Associates of the Plan.

(f) Rights of Individuals.

(1) Notice of Privacy Practices. The Plan Sponsor will provide a Notice of Privacy Practices to the Participant in accordance with HIPAA.

(2) Right to Request Restrictions. Each Individual has the right to request that the Plan restrict its uses and disclosures of the Individual's PHI.

(3) Right to Access. Each Individual has the right to obtain and inspect its PHI held by the Plan.

(4) Right to Amend. Each Individual has the right to ask the Plan to amend its PHI.

(5) Right to an Accounting. Each Individual has the right to request an accounting of disclosures of PHI made by the Plan for purposes other than treatment, payment or health care operations.

Section 8.03 HIPAA SECURITY COMPLIANCE

To ensure the Plan's compliance with HIPAA's privacy compliance rules ("Security Rule"), the Plan Sponsor will:

- (a) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Plan;
- (b) Ensure that the adequate separation required by the HIPAA Security Rule is supported by reasonable and appropriate security measures;
- (c) Ensure that any agent, including a subcontractor, to whom it provides this information agrees to implement reasonable and appropriate security measures to protect the information; and
- (d) Report to the Plan any security incident of which it becomes aware.

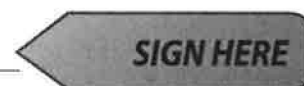
Section 8.04 HIPAA COMPLIANCE FOR FULLY INSURED GROUP HEALTH BENEFITS

Notwithstanding the foregoing, to the extent any of the Plan's Group Health Benefits are fully insured, the Plan Sponsor has adopted a policy of not receiving, disclosing or using PHI or Summary Health Information regarding insured benefits for any purpose permitted under HIPAA, unless authorized by the Individual, when appropriate.

The Plan Sponsor caused this Plan to be executed this ____ day of _____, 2017.

CITY OF SELMA:

Signature: _____



Print Name: _____

Title/Position: _____

SUBSIDIARY CONTRACTS ADDENDUM

"Subsidiary Contract" means any agreement, writing, contract, plan or arrangement between the Company and the following welfare benefit provider(s): **n/a Governmental Plan.**

V3.00-3.00

CITY OF SELMA
CITY OF SELMA WRAP PLAN
SUMMARY PLAN DESCRIPTION

January 1, 2018

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PACE TPA

CITY OF SELMA
CITY OF SELMA WRAP PLAN
SUMMARY PLAN DESCRIPTION

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INTRODUCTION

City of Selma (the "Company") established the City of Selma City of Selma Wrap Plan (the "Plan") effective 01/01/1999. This Summary Plan Description describes the Plan as amended and restated effective 01/01/2018.

This revised Summary Plan Description supersedes all previous Summary Plan Descriptions. Although the purpose of this document is to summarize the more significant provisions of the Plan, the Plan document will prevail in the event of any inconsistency.

OTHER SUMMARY PLAN DESCRIPTIONS

This Plan incorporates the terms of all welfare benefit plans provided by n/a Governmental Plan and sponsored by City of Selma or any affiliate who has adopted the Plan.

You should receive separate Summary Plan Descriptions from each of the welfare benefit plans described above. In the separate Summary Plan Descriptions you should find information about eligibility, benefits and employee/employer contributions for each of the separate welfare benefit plans. You are eligible to participate in this Plan if you are eligible to participate in one of the welfare benefit plans described above. In addition, in general, all benefits of this Plan are provided by the welfare benefit plans described above.

This Summary Plan Description incorporates the terms of the other Summary Plan Descriptions for each of the welfare benefit plans described above.

CLAIMS

Refunds/Indemnification

You must immediately repay any excess payments/reimbursements. You must reimburse the Company for any liability the Company may incur for making such payments, including but not limited to, failure to withhold or pay payroll or withholding taxes from such payments or reimbursements. If you fail to timely repay an excess amount and/or make adequate indemnification, the Plan Administrator may: (i) to the extent permitted by applicable law, offset your salary or wages, and/or (ii) offset other benefits payable under this Plan.

Third Party Recovery

If you are paid benefits from another welfare benefit plan the Plan may be entitled to reimbursement. In particular, the plan may be entitled to reimbursement for benefits which are related to medical expenses that are also payable under Workers' Compensation, any statute, any uninsured or underinsured motorist program, any no fault or school insurance program, any other insurance policy or any other plan of benefits, or when related medical expenses that arise through an act or omission of another person are paid by a third party, whether through legal action, settlement or for any other reason.

By participating in the Plan you and your covered dependents consent and agree that a constructive trust, lien or an equitable lien by agreement in favor of the Plan exists with regard to any settlement or recovery from a third person or party. In accordance, you and your covered dependents agree to cooperate with the Plan in reimbursing it for Plan costs and expenses. If you or your covered dependents have any reason to believe that the Plan may be entitled to recovery from any third party, you must notify the Plan. And, at that time, you (and your attorney, if applicable) must sign a subrogation/reimbursement agreement that confirms the prior acceptance of the Plan's subrogation rights and the Plan's right to be reimbursed for expenses arising from circumstances that entitle the Participant or covered dependent to any payment, amount or recovery from a third party.

You and your covered dependent consent and agree that you will not assign your rights to settlement or recovery against a third person or party to any other party, including your attorneys, without the Plan's consent. As such, the Plan's reimbursement will not be reduced by attorneys' fees and expenses without express written authorization from the Plan.

Claim Procedures

The claims procedures of each welfare benefit plan will apply. See the applicable Summary Plan Description or the welfare benefit plan's plan administrator for more information.

CONTINUATION RIGHTS

Military Service

If you serve in the United States Armed Forces and must miss work as a result of such service, you may be eligible to continue to receive benefits with respect to any qualified military service.

COBRA

Under Federal law, you, your spouse, and your dependents may be entitled to COBRA continuation coverage in certain circumstances. Please see the "COBRA NOTICE" that is attached to the end of this Summary Plan Description for important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. The COBRA NOTICE generally explains COBRA continuation coverage and when it may become available to you. The Plan Administrator will inform you of these rights, if any, when you terminate employment.

FMLA

If you go on unpaid leave that qualifies as family leave under the Family and Medical Leave Act you may be able to continue receiving benefits.

YOUR RIGHTS UNDER ERISA

As a participant, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). This federal law provides that you have the right to:

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Continue health care coverage for yourself, spouse or dependents if there is a loss of coverage under the plan as a result of a qualifying event. You or your dependents may have to pay for such coverage. Review this Summary Plan Description and the documents governing the plan on the rules governing your COBRA continuation coverage rights.

Reduction or elimination of exclusionary periods of coverage for preexisting conditions under your group health plan, if you have creditable coverage from another plan. You should be provided a certificate of creditable coverage, free of charge, from your group health plan or health insurance issuer when you lose coverage under the plan, when you become entitled to elect COBRA continuation coverage, when your COBRA continuation coverage ceases, if you request it before losing coverage, or if you request it up to 24

months after losing coverage. Without evidence of creditable coverage, you may be subject to a preexisting condition exclusion for 12 months (18 months for late enrollees) after your enrollment date in your coverage. (Certificates of creditable coverage are no longer required after December 31, 2014.)

In addition, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining your benefits or exercising your rights under ERISA.

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a medical child support order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

MISCELLANEOUS

Qualified Medical Child Support Orders

In certain circumstances you may be able to enroll a child in the Plan if the Plan receives a Qualified Medical Child Support Order (QMCSO). You may obtain a copy of the QMCSO procedures from the Plan Administrator, free of charge.

Special Enrollment Rights

If you are declining enrollment for yourself or your dependents (including your spouse) because of other health insurance coverage, you may in the future be able to enroll yourself or your dependents in this plan, provided that you request enrollment within 30 days after your other coverage ends. If you or your dependents become ineligible for Medicaid or a state child health program (CHIP) or become eligible for premium assistance under Medicaid or a state child health program (CHIP), you must request enrollment within 60 days. In addition, if you have a new dependent as a result of marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself and your dependents, provided that you request enrollment within 30 days after the marriage, birth, adoption, or placement for adoption.

Women's Health and Cancer Rights Act

If you have had or are going to have a mastectomy, you may be entitled to certain benefits under the Women's Health and Cancer Rights Act of 1998 (WHCRA). For individuals receiving mastectomy-related benefits, coverage will be provided in a manner determined in consultation with the attending physician and the patient, for: All stages of reconstruction of the breast on which the mastectomy was performed; Surgery and reconstruction of the other breast to produce a symmetrical appearance; Prostheses; and Treatment of physical complications of the mastectomy, including lymphedemas.

These benefits will be provided subject to the same deductibles and coinsurance applicable to other medical and surgical benefits provided under this plan. If you would like more information on WHCRA benefits, call your Plan Administrator at the number provided at the end of this Summary Plan Description.

Newborns' And Mothers' Health Protection

Group health plans and health insurance issuers generally may not, under federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under federal law, require that a provider obtain authorization from the plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

Loss of Benefit

You may lose all or part of any payment due to you if we cannot locate you when your benefit becomes payable to you.

You may not alienate, anticipate, commute, pledge, encumber or assign any of the benefits or payments which you may expect to receive, contingently or otherwise, under the Plan, except that you may designate a Beneficiary.

Amendment and Termination

The Company may amend, terminate or merge the Plan at any time.

Administrator Discretion

The Plan Administrator has the authority to make factual determinations, to construe and interpret the provisions of the Plan, to correct defects and resolve ambiguities in the Plan and to supply omissions to the Plan. Any construction, interpretation or application of the Plan by the Plan Administrator is final, conclusive and binding.

Taxation

The Company intends that all benefits provided under the Plan will not be taxable to you under federal tax law. However, the Company does not represent or guarantee that any particular federal, state or local income, payroll, personal property or other tax consequence will result from participation in this Plan. You should consult with your professional tax advisor to determine the tax consequences of your participation in this Plan.

Privacy

The Plan is required under federal law to take sufficient steps to protect any individually identifiable health information to the extent that such information must be kept confidential. The Plan Administrator will provide you with more information about the Plan's privacy practices.

ADMINISTRATIVE INFORMATION

1. The Plan Sponsor and Plan Administrator is City of Selma.
Its address is 1710 Tucker Street, Selma, California 93662.
Its telephone number is 559-891-2200.
Its Employer Identification Number is 94-6000431.
2. The Plan is a welfare benefit plan which has been designated by the sponsor as its plan number is 503.
3. The Plan's designated agent for service of legal process is the chief officer of the entity named in number 1. Any legal papers should be delivered to him or her at the address listed in number 1. However, service may also be made upon the Plan Administrator.
4. The Company's fiscal year and the plan year end on 12/31.

COBRA NOTICE

Introduction

You're getting this notice because you recently gained coverage under a group health plan (the Plan). This notice has important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. **This notice explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect your right to get it.** When you become eligible for COBRA, you may also become eligible for other coverage options that may cost less than COBRA continuation coverage.

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you and other members of your family when group health coverage would otherwise end. For more information about your rights and obligations under the Plan and under federal law, you should review the Plan's Summary Plan Description or contact the Plan Administrator.

You may have other options available to you when you lose group health coverage. For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees.

What is COBRA Continuation Coverage?

COBRA continuation coverage is a continuation of Plan coverage when it would otherwise end because of a life event. This is also called a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If you're an employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

Your hours of employment are reduced, or

Your employment ends for any reason other than your gross misconduct.

If you're the spouse of an employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

Your spouse dies;

Your spouse's hours of employment are reduced;

Your spouse's employment ends for any reason other than his or her gross misconduct;

Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or

You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because of the following qualifying events:

The parent-employee dies;

The parent-employee's hours of employment are reduced;

The parent-employee's employment ends for any reason other than his or her gross misconduct;

The parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both);

The parents become divorced or legally separated; or

The child stops being eligible for coverage under the plan as a "dependent child."

When is COBRA Continuation Coverage Available?

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. The employer must notify the Plan Administrator of the following qualifying events:

The end of employment or reduction of hours of employment; Death of the employee; The employee's becoming entitled to Medicare benefits (under Part A, Part B, or both).

For all other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify the Plan Administrator within 60 days after the qualifying event occurs. You must provide this notice to the Company at 1710 Tucker Street, Selma, California 93662. The Company's telephone number is 559-891-2200.

How is COBRA Continuation Coverage Provided?

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage that generally lasts for 18 months due to employment termination or reduction of hours of work. Certain qualifying events, or a second qualifying event during the initial period of coverage, may permit a beneficiary to receive a maximum of 36 months of coverage.

There are also ways in which this 18-month period of COBRA continuation coverage can be extended:

Disability extension of 18-month period of COBRA continuation coverage

If you or anyone in your family covered under the Plan is determined by Social Security to be disabled and you notify the Plan Administrator in a timely fashion, you and your entire family may be entitled to get up to an additional 11 months of COBRA continuation coverage, for a maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of COBRA continuation coverage.

Second qualifying event extension of 18-month period of continuation coverage

If your family experiences another qualifying event during the 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if the Plan is properly notified about the second qualifying event. This extension may be available to the spouse and any dependent children getting COBRA continuation coverage if the employee or former employee dies; becomes entitled to Medicare benefits (under Part A, Part B, or both); gets divorced or legally separated; or if the dependent child stops being eligible under the Plan as a dependent child. This extension is only available if the second qualifying event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

Are there other coverage options besides COBRA Continuation Coverage?

Yes. Instead of enrolling in COBRA continuation coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicaid, or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at www.healthcare.gov.

If You Have Questions

Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the contact or contacts identified below. For more information about your rights under the Employee Retirement Income Security Act (ERISA), including COBRA, the Patient Protection and Affordable Care Act, and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit www.dol.gov/ebsa. (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.) For more information about the Marketplace, visit www.HealthCare.gov.

Keep Your Plan Informed of Address Changes

To protect your family's rights, let the Plan Administrator know about any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

Plan Contact Information

**Tesla Nason
1710 Tucker Street
Selma, California 93662
559-891-2200.**

GRANDFATHERED PLAN NOTICE

This group health plan believes this plan is a "grandfathered health plan" under the Patient Protection and Affordable Care Act (the Affordable Care Act). As permitted by the Affordable Care Act, a grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted. Being a grandfathered health plan means that your plan may not include certain consumer protections of the Affordable Care Act that apply to other plans, for example, the requirement for the provision of preventive health services without any cost sharing. However, grandfathered health plans must comply with certain other consumer protections in the Affordable Care Act, for example, the elimination of lifetime limits on benefits.

Questions regarding which protections apply and which protections do not apply to a grandfathered health plan and what might cause a plan to change from grandfathered health plan status can be directed to the plan administrator at the contact information listed in the Summary Plan Description, above.

You may also contact the Employee Benefits Security Administration, U.S. Department of Labor at 1-866-444-3272 or www.dol.gov/ebsa/healthreform. This website has a table summarizing which protections do and do not apply to grandfathered health plans.

V3.00-3.00

**CITY OF SELMA
FORMAL RECORD OF ACTION**

The following is a formal record of action taken by the governing body of City of Selma (the "Company").

With respect to the amendment and restatement of the City of Selma City of Selma Wrap Plan (the "Plan"), the following resolutions are hereby adopted:

RESOLVED: That the Plan be amended and restated in the form attached hereto, which Plan is hereby adopted and approved;

RESOLVED FURTHER: That the appropriate officers of the Company be, and they hereby are, authorized and directed to execute the Plan on behalf of the Company;

RESOLVED FURTHER: That the officers of the Company be, and they hereby are, authorized and directed to take any and all actions and execute and deliver such documents as they may deem necessary, appropriate or convenient to effect the foregoing resolutions including, without limitation, causing to be prepared and filed such reports, documents or other information as may be required under applicable law.

Dated this _____ day of _____, 2017.

V3.00-3.00

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

January 16, 2018

ITEM NO:

1.f.

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

DISCUSSION: The Police and Public Works Departments' are requesting Council's approval to declare as surplus the vehicle/equipment list attached hereto as "Exhibit A", and to authorize the sale, donation or disposal of said vehicles/equipment as prescribed by law.

The use of these vehicles/equipment are no longer cost-effective for the City.

VEHICLE #	DEPT	USE	DESCRIPTION	LICENSE	VIN/SERIAL NUMBER
150	2200	Police Patrol VIP	2001 Ford Crown Vic.	1177288	2FAFP71W91X127422
157	2200	Police Patrol	2007 Ford Crown Vic.	1271828	2FAHP71W27X162725
161	2200	Police Patrol	2007 Ford Crown Vic.	1271822	2FAHP71W47X162712
164	2200	Police Patrol	2007 Ford Crown Vic.	1271949	2FAHP71W27X162708
166	2200	Police Patrol	2007 Ford Crown Vic.	1288660	2FAHP71W97X115305
168	2200	Police Patrol	2005 Ford Crown Vic.	1311483	2FAFP71W65x153241
174	2200	Police Patrol	2008 Ford Crown Vic.	1330877	2FAHP71V08X169276
225	2100	Police Investigations	2009 Chev. Impala	6GUP143	2G1WB57N09112278
223	2100	Police Investigations	2009 Chev. Impala	6GWB123	2G1WB57N891102398

RECOMMENDATION: Approve Declared Surplus Vehicle List and Authorize the Sale, Donation or Disposal of City Property.

/s/ Henry Perea
Henry Perea, Interim City Manager

01/12/2018
Date

RESOLUTION NO. 2018 – R

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

WHEREAS, the City of Selma has declared certain property to be surplus. A description of said vehicles/equipment is attached hereto as “Exhibit A.”

NOW THEREFORE, BE IT RESOLVED that the City Manager of the City of Selma is authorized and directed to declare said “Exhibit A” as surplus.

BE IT FURTHER RESOLVED that the City Manager is directed to sell, donate or dispose of the surplus as prescribed by law.

BE IT FURTHER RESOLVED that the City Manager and City Clerk are authorized to sign all necessary papers/documents for the sale, donation or disposal of the above mentioned vehicles/equipment.

The foregoing Resolution was duly adopted by the Selma City Council at a regular meeting held on the 16th day of January 2018, by the following vote to wit:

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

Jim Avalos
Mayor of the City of Selma

By: _____
Reyna Rivera, City Clerk

VEHICLE #	DEPT	USE	DESCRIPTION	LICENSE	VIN/SERIAL NUMBER	STATUS CHANGE DATE	Notes
150	2200	Police Patrol VIP	2001 Ford Crown Vic.	1177288	2FAFP71W91X127422	1/16/2018	92,728 miles, Air Conditioner system needs complete overhaul
157	2200	Police Patrol	2007 Ford Crown Vic.	1271828	2FAHP71W27X162725	1/16/2018	101,377 miles, Air Conditioner system needs complete overhaul
161	2200	Police Patrol	2007 Ford Crown Vic.	1271822	2FAHP71W47X162712	1/16/2018	103,968 miles, Air Conditioner system needs complete overhaul
164	2200	Police Patrol	2007 Ford Crown Vic.	1271949	2FAHP71W27X162708	1/16/2018	104,474 miles, uses quart of oil for every 500 miles
166	2200	Police Patrol	2007 Ford Crown Vic.	1288660	2FAHP71W97X115305	1/16/2018	97,176 miles, uses quart of oil every 1,000 miles
168	2200	Police Patrol	2005 Ford Crown Vic.	1311483	2FAFP71W65X153241	1/16/2018	1027898 miles, failed smog, rust holes in floor plan
174	2200	Police Patrol	2008 Ford Crown Vic.	1330877	2FAHP71V08X169276	1/16/2018	104,665 miles, Paint peeling badly, uses quart per 1,000 miles
225	2100	Police Investigations	2009 Chev. Impala	6GUP143	2G1WB57N09112278	1/16/2018	113,851 miles, Air Conditioner controls need repairing under dash
223	2100	Police Investigations	2009 Chev. Impala	6GWB123	2G1WB57N891102398	12/12/2015	80,796 Miles, Totaled in T/C

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

January 16, 2018

ITEM NO:

1.9.

SUBJECT:

Consider recommendation for Jessica Hernandez to operate the Shafer Park Concession and enter into an agreement with the City of Selma.

BACKGROUND: The Recreation Commission has recommended Jessica Hernandez operate the Shafer Park Concession beginning the 2018 calendar year.

DISCUSSION: The Selma Youth Girls Softball League (SYGL) who currently has an agreement to operate the Shafer Park concession stand with the City of Selma has informed staff their Board of Directors voted not to renew the current agreement. The Concession is operated under an agreement, Attachment A, with the City of Selma and the concessionaire is required to pay the City of Selma 15% from the gross receipts. Recreation and Community Services Director Mikal Kirchner attended their meeting. Reasoning for not renewing is the amount of time and work involved and the difficulty for them to find parents and members willing to work the nights of games and tournaments not associated with their league.

The Recreation Commission at their November 15, 2017, (Minutes attached, Attachment B.), agreed to recommend Jessica Hernandez operate the Concession. Jessica operated the Concession for many years but had to resign at the end of the 2016 season due to her new employment. She is retiring and would like to again operate the Concession. Jessica was very consistent in opening for all events, which again was the challenge this year with SYGL securing volunteers. The agreement will allow for the SYGL to operate the Concession during their league games and tournament so funds can be raised for their league. Jessica will run the Concession for all Church Leagues, City Leagues, Tournament Rentals and Company Tournaments. At the SYGL Board meeting staff thanked the SYGL for their time and SYGL would fully support Jessica Hernandez as they have worked together in the past sharing the Concession.

Staff is seeking a recommendation that Jessica Hernandez be approved to enter into an agreement with the City of Selma to operate the Shafer Park Concession.

<u>COST:</u> <i>(Enter cost of item to be purchased)</i>		<u>BUDGET IMPACT:</u> <i>(Enter amount this non-budgeted item will impact this years' budget – if budgeted, enter NONE).</i>
N/A		N/A
<u>FUNDING:</u> <i>(Enter the funding source for this item – if fund exists, enter the balance in the fund).</i>		<u>ON-GOING COST:</u> <i>(Enter the amount that will need to be budgeted each year – if one-time cost, enter NONE).</i>
Funding Source: N/A Fund Balance: N/A		N/A.

RECOMMENDATION:

Consider recommendation for Jessica Hernandez to operate the Shafer Park Concession and enter into an agreement with the City of Selma.



Mikal Kirchner, Recreation Director

11/27/17

Date

/s/ Henry Perea
Henry Perea, Interim City Manager

01/12/2018

Date

**CONCESSION AGREEMENT FOR
SHAFER PARK**

THIS AGREEMENT, made and entered into this ____ day of _____, 2018, by and between the CITY OF SELMA, a municipal corporation (herein "City"), and Jessica Hernandez, Concessionaire.

WITNESSETH:

WHEREAS, City owns a public park commonly known as Shafer Park (herein "Park") which has a baseball/softball facility within a portion of said Park; and

WHEREAS, City desires to enter into a contract with an independent third party for the operation and use of a concession stand (herein "Stand") for the provision of refreshments to serve said Park during normal hours of operation, which hours, for the purpose of this Agreement, may be established from time to time by the Director of Department of Recreation and Community Services of City; and

WHEREAS, City has determined that it is economically desirable and in the public interest and benefit to contract for the operation and use of the Stand for said purpose; and

WHEREAS, Concessionaire is willing and able to operate and use said Stand for said purpose and is willing to enter into a contract with the City for said purpose.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. License.

a. City does hereby license and give Concessionaire and Concessionaire hereby accepts an exclusive privilege and right to operate a food and beverage concession in the Park. (*Exception: Selma Youth Girls Softball League games and tournament*). Concessionaire shall confine activities to the Stand except as from time to time may be specifically authorized in writing by the City.

b. Concessionaire shall use no other location for concession purposes without the express prior written consent of City.

2. Term.

a. The term of this Agreement shall be for a period of one (1) year from _____, 2018. City and Concessionaire may, by mutual agreement in writing, extend this Agreement from time to time for an additional one (1) year period at the beginning of each season. The City Manager is hereby authorized to extend this Agreement on behalf of the City.

b. Should Concessionaire hold over after the expiration of the term of this Agreement with the expressed or implied consent of City, such holding over shall be deemed to be a tenancy from month-to-month, subject otherwise to all the terms and conditions of this Agreement. At the expiration or termination of this Agreement, as herein provided, the Concessionaire shall, within thirty (30) days thereafter, remove from said premises or otherwise dispose of, in a manner satisfactory to City, all personal property belonging to Concessionaire located on said premises. Should Concessionaire fail to remove or dispose of Concessionaire's property as herein provided, City may, at its election, consider such property abandoned and may dispose of same at Concessionaire's expense. Also, at the expiration or termination of this Agreement, the Concessionaire shall quit and surrender the said premises in a good state of repair. Damage to matters over which Concessionaire has no control is excepted provided that such exculpatory provisions shall not be extended to any risk which Concessionaire is required to insure against as herein provided.

3. Condition of Premises. In taking possession of the Stand, Concessionaire agrees to accept said Stand in its presently existing condition. Concessionaire may, at Concessionaire's own expense, refurbish or make minor modifications, as approved by City, to enhance occupancy, but the City shall not be obligated to make any alterations, additions or betterments thereto.

4. Rental.

a. Concessionaire agrees to pay City as compensation for this concession and use of the Stand the sum of fifteen percent (15%) of the total gross receipts monthly in arrears by the 15th of the following month, up to \$11,000 annually, from all sources of revenue derived from the operation and maintenance of the Stand. Any special activities authorized in writing by City as provided in Section 1.a. hereof shall declare whether revenue there from is part of the total gross receipts of the Stand.

b. Commencing with the 15th day of the second month of the term of this Agreement, and on the 15th day of each month thereafter, Concessionaire shall furnish to City a verified statement of its cumulative total gross receipts for the preceding month. Concessionaire shall, at the same time, also furnish to City a year-to-date total of gross receipts.

c. Payments to City by Concessionaire shall be made to the order of the City of Selma and shall be delivered either by mail or in person to 1710 Tucker Street, Selma, California. With the approval of the Finance Director of the City, such lease/rental payment(s) may be made quarterly, semi annually or annually.

d. Concessionaire shall keep true and accurate books and records showing all of Concessionaire's business transactions and records of account for the concession in a manner acceptable to City and City shall have the right, through its Finance Director, at reasonable time(s), to inspect such books and records, including State of California tax return records; and Concessionaire hereby agrees that all such records and instruments shall be available to City.

e. Concessionaire shall submit to City annually no later than thirty (30) days after the annual term of this Agreement a signed statement of Concessionaire stating that all gross receipts during the yearly accounting period shall have been duly and properly reported to City.

f. The term "gross receipts," wherever used in this Agreement, is intended to and shall mean all monies, property or any other thing of value received by Concessionaire through the operation of the Stand (or from any other business carried therewith by Concessionaire, with or without further permission from City as is required herein), without any deduction or deductions, it being understood, however, that the term, "gross receipts" shall not include any sales or excise taxes imposed by any governmental entity and collected by Concessionaire. Reporting as required herein and payment in accordance herewith shall not excuse or remove the requirement of written authorization hereunder.

5. Use of Premises.

a. The Stand shall be used by Concessionaire for the operation of concession services as specified above. These services shall be provided between April 1 and December 31 and at such hours (and such other times) as are agreed upon by Concessionaire and City during each year of the Agreement. In the event City deems hours and dates of operation inadequate for proper services to the public, City may require Concessionaire to reasonably adjust hours and dates of operation to a schedule provided by City. Concessionaire may remain open on other dates, at Concessionaire's discretion, with the concurrent of City. In the event of adverse weather or other operating conditions, the City, through its authorized representative, may permit the concession to close at any time during the term of this Agreement. Concessionaire shall not use or permit the Stand to be used in whole or in part during the term of this Agreement for any purpose other than as herein set forth, without the prior written consent of City first being obtained. Concessionaire expressly agrees at all times during the term of this Agreement, at Concessionaire's own cost and expense, to maintain and operate such premises in a clean, safe, wholesome and sanitary condition, and in compliance with any and all present and future laws, general rules or regulations of any governmental authority now or at any time during the term of this Agreement in force relating to sanitation or public health, safety or welfare. Concessionaire shall, at all times, faithfully obey and comply with all laws and regulations applicable thereto, adopted by federal, State, county, city or other governmental bodies or departments or officers thereof applicable thereto, and this Agreement is expressly subject to regulations and policies of the Fresno County Health Services Department and Director of the Health Services of the County of Fresno. Concessionaire shall remedy without delay any defective, dangerous or unsanitary conditions upon written notice and request from City.

6. Assignments. No transfer or assignment by the Concessionaire of this Agreement or any part thereof or interest therein, directly or indirectly, voluntarily or involuntarily, shall be made unless such transfer or assignment is first approved in writing by City. The Concessionaire's possessory interest in Concessionaire's improvements shall not be assigned, transferred or encumbered.

7. Title to Improvements. Concessionaire hereby acknowledges the title of City in and to the premises in this Agreement, including real property improvements erected thereon, and hereby covenants and agrees never to challenge, contest or resist said title.

8. Personal Property Improvements. Title to all personal property provided by Concessionaire shall remain vested in Concessionaire; personal property being all property owned by Concessionaire placed on City-owned or licensed property for purpose of this Agreement.

9. Utilities and Services. City shall be responsible for the provision and/or payment for water, sewer and reasonable solid waste services currently provided to the Stand.

10. Equipment. Concessionaire, at Concessionaire's own expense, shall provide the furniture, fixtures and equipment not currently provided or available at the Stand and necessary for the purpose of this Agreement. Concessionaire shall keep and maintain such furniture, fixtures and equipment in a reasonable, business appropriate manner throughout the term of this Agreement. City reserves the right and privilege to inspect and approve any and all such furniture, fixtures and equipment and any Stand improvements to ensure the enjoyment, safety and protection of the public as related to said furniture, fixtures, equipment and improvements.

11. Signs, Advertising and Approval of Name. No signs, names or placards or advertising matter shall be inscribed, painted or affixed upon the Stand or circulated on or off the Stand premises without written consent of the Director of Recreation and Community Services being first obtained.

12. Sound Devices. No sound producing device or loud speakers may be used by Concessionaire within the park for the purpose of this Agreement without the prior written approval of the Director of Recreation and Community Services.

13. Quality of Services and Control of Rates and Charges.

a. Concessionaire agrees that Concessionaire will operate and manage the Stand in a responsible business manner, including but not limited to the food and beverages offered.

b. Prices for merchandise shall be set by the Concessionaire with approval of the Director of Recreation and Community Services providing they are within the range of prices in this community for the same or similar articles at a similar establishment. City shall have access to and the right to inspect the schedule of prices and rates of goods sold or services rendered or performed upon the subject premises and menus, lists, portion schedules and schedules of prices. Price changes shall be submitted to City in writing not less than forty-eight (48) hours prior to said change. City may require Concessionaire to reduce prices. Concessionaire shall post rates and prices for all goods and services in such places as may be designated by City.

c. City reserves the right to prohibit the sale or rental of an item which it deems objectionable or beyond the scope of merchandise deemed necessary for proper service to the public.

d. All foods and beverages sold directly shall be sold in disposable paper containers, except that Concessionaire may sell beverages in aluminum and/or styrofoam containers.

e. A competent person shall be on the premises at all times while the Stand is in operation.

14. Hold Harmless Agreement. Concessionaire hereby agrees to indemnify and hold City and its officers, agents, employees and assigns harmless from any liability imposed for injury, whether arising before, after or during the term of this Agreement, or in any manner directly or indirectly caused, occasioned or contributed to, in whole or in part, by reason of any act or omission, of Concessionaire, or of anyone acting under Concessionaire's direction or control or on its behalf, in connection with or incident to or arising out of the performance of this Agreement.

It is the intent of the parties that Concessionaire will indemnify, defend and hold harmless City and its officers, agents, employees and assigns, from any and all claims, demands, costs, suits or actions as set forth above,

This indemnity and hold harmless provision, insofar as it may be adjudged to be against public policy, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of this indemnity and hold harmless provision may be within public policy and enforceable.

15. Taxes.

a. Concessionaire agrees to pay all lawful taxes, assessments, or charges which at any time may be levied by the State, county, city or any tax or assessment levying body upon any interest in this Agreement or any possessory right which Concessionaire may have in or to the premises covered hereby or the improvements thereon by reason of its use or occupancy thereof or otherwise, as well as all taxes, assessments and charges on goods, merchandise, fixtures, appliances, equipment and property owned by it in or about said premises.

b. Concessionaire shall comply with all laws, regulations and ordinances regarding the collecting of taxes due a local government agency and otherwise administer the same. Possessory interest taxes, if any, shall be prorated on the basis of the occupancy of the premises.

16. Park Inspection and Maintenance. City reserves the right of ingress and egress to inspect, investigate and survey said Stand and immediate environs as deemed necessary by City, and the right to do any and all work of any nature necessary for preservation, maintenance and operation of the Stand. Concessionaire shall be given reasonable notice when such work may

become necessary and will adjust concession operations in such a manner that City may proceed expeditiously.

17. Notification. Other than payment to City as provided in paragraph 4 above, any notices herein provided to be given or which may be given either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid and addressed as follows:

To Concessionaire: Jessica Hernandez
 2012 Hillcrest Street
 Selma, CA 93662

To City: 1710 Tucker Street
 Selma, CA 93662

The address to which notices shall or may be mailed as aforesaid by either party, shall or may be changed by written notice given by such party to the other as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

18. Interpretation of Agreement. This Agreement is made under and is subject to the laws of the State of California and ordinances of the City in all respects as to interpretation, construction, operation, effect and performance.

19. Waiver of Agreement Terms. No waiver of either party at any time of any of the terms, conditions or covenants of this Agreement shall be deemed as a waiver at any time thereafter of the same or of any other terms, conditions or covenants herein contained, nor of the strict and prompt performance thereof. No delay, failure or omission of City to re-enter the premises or to exercise any right, power to or privilege or option arising from any default, nor any subsequent acceptance of rent then or thereafter accrued shall impair any such right, power, privilege or option to be construed as a waiver of such default or a relinquishment of any right or acquiescence therein. No notice to the Concessionaire shall be required to restore or revive time as of the essence after the waiver by City of any default. No option, right, power, remedy or privilege of City shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given to City by this Agreement shall be deemed cumulative.

20. Modification of Agreement. Notwithstanding any of the provisions of this Agreement, the parties may hereafter, by mutual consent, agree to modifications thereof or additions thereto in writing which are not forbidden by law. City shall have the right to grant reasonable extensions of time to Concessionaire for any purpose or for the performance of any obligation of Concessionaire hereunder.

21. Breach of Agreement.

a. This Agreement is made upon the condition that, if rents or other sums which Concessionaire herein agrees to pay or any part thereof shall be unpaid on the date on

which the same shall become due, or if default be made in any of the terms, agreements, conditions or covenants herein contained on the part of the Concessionaire, or should Concessionaire become insolvent, or bankrupt, either voluntarily or involuntarily, then, and in such event at the option of the City, this Agreement shall cease and terminate; and City may enter upon the premises.

b. Notwithstanding any of the above breach of agreement provisions, should Concessionaire create or allow to be created a nuisance on the premises described herein, City, at its sole discretion, may immediately declare this Agreement and all rights therein terminated. Further, Concessionaire or City may terminate this Agreement upon the giving of thirty (30) days written notice prior to the end of any "operational year." Or, the Agreement may be terminated by mutual consent of the parties hereto.

22. Waiver of Claims. The Concessionaire hereby waives any claim against City, its officers, agents or employees for damage or loss caused by any suit or proceeding directly or indirectly attacking the validity of this Agreement, or any part thereof or by any judgment or award in any suit or proceeding declaring this Agreement null, void or voidable or delaying the same or any part thereof from being carried out.

23. Severability. Concessionaire will be responsible for security of Concessionaire's personal property at all times during the term of this Agreement. Concessionaire shall not hold City responsible for loss or damage due to mischievous action on the part of the public.

24. Right of Entry as Agent. In any case in which provisions are made herein for the termination of this Agreement by City or in the case of abandonment or vacating of the Stand by Concessionaire, City, in lieu of declaring forfeiture, may enter upon the premises. To such end, Concessionaire hereby irrevocably appoints City or City's agents to remove any and all persons and property on, in or around said Stand and place any such property in storage for the account of and at the expense of Concessionaire. In such case, City may relet the premises upon such terms as it may deem proper, and if a sufficient sum shall not be realized thereby, after paying expenses of such reletting, to satisfy the rent and other sums herein agreed to by Concessionaire, Concessionaire agrees to save City harmless from any loss, damage or claim arising out of the action of City in pursuance of this paragraph.

25. Terms Binding on Successors. All the terms, covenants and conditions of this Agreement shall insure to the benefit of and be binding upon the successors and assigns of the parties hereto. The provisions of this paragraph shall not be deemed as a waiver of any of the conditions against assignment hereinbefore set forth.

26. Duration of Public Facilities. By entering into this Agreement, City makes no stipulation as to the type, size, location or duration of public facilities to be maintained at Shafer Park, or the continuation of City ownership thereof.

27. Time of Essence. Time shall be of the essence in the performance of this Agreement.

28. Hazardous Substances. No goods, merchandise or material shall be kept, stored or sold in, on or about said Stand which are in any way explosive or hazardous; and no offensive or dangerous trade, business or occupation shall be carried on therein or thereon, and nothing shall be done on said premises, other than as is provided for in this Agreement, and no machinery or apparatus shall be used or operated in, on or about said Stand which will in any way injure said Stand or adjacent buildings and premises; provided, however, that nothing in this paragraph contained shall preclude Concessionaire from bringing, keeping or using in, on or about said Stand such materials, supplies, equipment and machinery as are appropriate or customary in carrying on the purpose of this Agreement or from carrying on its business in all respects as is general or usual.

29. Nondiscrimination.

a. Concessionaire and Concessionaire's employees shall not discriminate because of race, religion, color, ancestry, sex or national origin, against any person by refusing to furnish such person any accommodation, facility, service or privilege offered to or enjoyed by the general public. Nor shall the Concessionaire or Concessionaire's employees publicize the accommodations, facilities, services or privileges in any manner that would directly or indirectly reflect upon or question the acceptability of the patronage of any person because of race, religion, color, ancestry, sex or national origin, al subject to reasonable orders of City.

b. In the performance of this Agreement, the Concessionaire will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex or national origin. The Concessionaire will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, ancestry, sex or national origin. Such action shall include but not be limited to the following:

Employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Concessionaire shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth these provisions.

30. Possible Taxable Interest. Under this Agreement, a possessory interest subject to property taxation may be created. Notice is hereby given pursuant to the Revenue and Taxation Code of the State of California that such possessory interest may be subject to property taxation and that the party in whom the possessory interest is vested may be subject to the payment of property taxes levied on such interest.

31. Maintenance of Improvements. Should Concessionaire fail to perform any maintenance specified herein and City deems such maintenance necessary for operation, then said maintenance shall be performed by City staff. Concessionaire agrees to pay City for such maintenance at City's personnel cost ten (10) days after request for payment is made. This provision is auxiliary to and not in place of any other provisions regarding maintenance herein.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed the day and year first written above.

CITY:

CITY OF SELMA

By: _____
Henry Perea, Interim City Manager

ATTEST:

Regina Rivera, City Clerk

CONCESSIONAIRE:

By: _____
Jessica Hernandez

Leticia Nolasco

RECREATION AND COMMUNITY SERVICES COMMISSION

November 15, 2017

Meeting Minutes

The meeting was called to order at 6:31 p.m. by Chairperson Diego Haro in the City of Selma City Hall Council Chamber, 1710 Tucker Street.

New Commissioner Theresa Herrera was sworn-in.

ROLL CALL: Present: Commissioners: Haro, Teixeira, Navarro, Cho, Herrera and Robison.
Commissioner Ocegüera arrived at 6:55 p.m.
Absent: None.

APPROVAL OF MINUTES:

A motion was made to accept the March 15, 2017 minutes, motion by Vice-Chairperson Teixeira and seconded by Commissioner Cho, minutes as read, motion carried unanimously.

Public Comment: None.

REGULAR BUSINESS:

Agenda Item A. Chairperson and Vice-Chairperson Election – Elections for Chairperson and Vice-Chairperson were held.

Commissioner Haro nominated for Chairperson by Commissioner Teixeira, seconded by Commissioner Navarro, motion carried by the following vote:

Ayes: Teixeira, Navarro, Robison, Cho, Haro and Herrera.
Nays: None.
Abstain: None.
Absent: Ocegüera.

Commissioner Teixeira nominated for Vice-Chairperson by Commissioner Haro, seconded by Commissioner Navarro, motion carried by the following vote:

Ayes: Haro, Navarro, Robison, Cho, Teixeira and Herrera.
Nays: None.
Abstain: None.
Absent: Ocegüera.

Agenda Item B. Shafer Concession – The Selma Youth Girls Softball Program has informed the City of Selma that the group will not be renewing the agreement to operate the Shafer Concession in the calendar year of 2018. Jessica Hernandez who previously operated the concession has submitted a request to again operate the concession, following the discussion, motion by Commissioner Robison, seconded by Commissioner Teixeira, motion carried by the following vote:

Ayes:	Robison, Teixeira, Haro, Navarro, Cho and Herrera.
Nays:	None.
Abstain:	None.
Absent:	Oceguera.

Agenda Item C. Department Report- Staff updated the Commission on a variety of reports including programs, grants and facilities.

Directors Report: Unless an item is required based on time, there will be no meeting in December.

The meeting was adjourned at 7:34 p.m.

Respectfully submitted by:

Mikal Kirchner, Director of Recreation and Com. Services

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

January 16, 2018

ITEM NO:

1.k.

SUBJECT:

Land & Water Conservation Fund (LWCF) Grant Application

BACKGROUND:

On February 14, 1963, President Kennedy's Administration proposed legislation to establish a "Land and Water Conservation Fund" to assist States in planning, acquisition and development of recreation lands. The National Park Service administers the program.


The State of California Department of Parks and Recreation administer funds allocated to California under the provisions of the California Outdoor Recreation Resources Plan Act of 1967. Outer Continental Shelf mineral receipts, sales of federal surplus real property, federal recreation fees, and federal motorboat fuel taxes all serve as funding sources for the LWCF. When a LWCF project is completed, the land within the approved 6 (f) (3) boundary map is placed under federal protection to preserve the public's outdoor recreational use of the site in perpetuity for the benefit of our nation's future generations.

DISCUSSION:

The proposed project will include development of the first phase of the park at Rockwell Pond. The grant application requires the Governing Body of the agency submitting the application approve a resolution. The City will submitting this grant for the Rockwell Pond area proposed park.

<u>COST:</u> (Enter cost of item to be purchased in box below)		<u>BUDGET IMPACT:</u> (Enter amount this non-budgeted item will impact this years' budget in box below – if budgeted, enter NONE).
Grant Request Estimate: \$2,000,000.00		No impact to 2017-18 budget.
<u>FUNDING:</u> (Enter the funding source for this item in box below – if fund exists, enter the balance in the fund).		<u>ON-GOING COST:</u> (Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE).
Funding Source: Park Impact Fees-TOT Fund Balance: Will be included in 2018-19 and 2019-20 budget.		The monies for the match will be Park Impact Fees and TOT. Funds for Park Acquisition and Park Development.

RECOMMENDATION: Approve resolution to authorize City Manager to submit grant application and sign any agreements if grant is awarded.


 Mikal Kirchner, Director Recreation & Comm. Svcs.
 Frankie Oliveras, Administrative Analyst

1/8/18
 Date


 Henry Perea, Interim City Manager

1-11-18
 Date

Resolution No. _____
RESOLUTION OF THE CITY OF SELMA:
APPROVING THE APPLICATION FOR LAND AND WATER CONSERVATION
FUND ROCKWELL PARK PROJECT

WHEREAS, the Congress under Public Law 88-578 has authorized the establishment of a federal Land and Water Conservation Fund Grant-In-Aid program, providing Matching funds to the State of California and its political subdivisions for acquiring lands and developing Facilities for public outdoor recreation purposes; and

WHEREAS, the California Department of Parks and Recreation is responsible for administration of the program in the State, setting up necessary rules and procedures governing Applications by local agencies under the program; and

WHEREAS, the Applicant certifies by resolution the approval of the Application and the availability of eligible Matching funds prior to submission of the Application to the State; and

WHEREAS, the Recreation and Community Services Commission agreed all travel and club teams should be charged the fee of \$20.00 per hour; and

NOW, THEREFORE, BE IT RESOLVED that the City of Selma: hereby:

1. Approves the filing of an Application for Land and Water Conservation Fund assistance for the proposed; Rockwell Pond:
2. Agrees to abide by Section 6(f)(3) of Public Law 88-578 which states "No property acquired or developed with assistance under this section shall, without the approval of the National Secretary of the Interior, be converted to other than public outdoor recreation uses. The Secretary shall approve such conversion only if he finds it to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions as he deems necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location."
3. Certifies that said agency has Matching funds from eligible source(s) and can finance 100 percent of the Project, which up to half may be reimbursed; and
4. Appoints the Interim City Manager Henry Perea as agent of the Applicant to conduct all negotiations and execute and submit all documents, including, but not limited to, Applications, Contracts, amendments, payment requests, and compliance with all applicable current state and federal laws which may be necessary for the completion of the aforementioned Project.

The foregoing Resolution was duly approved by the City Council of the City of Selma at a regular meeting held on the 16th day of January 2018, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Jim Avalos
Mayor of the City of Selma

Reyna Rivera
City Clerk

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

January 16, 2018

ITEM NO: 1.i.

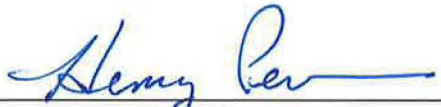
SUBJECT: Consideration and necessary action on Resolution approving appointment to the Governing Board of the San Joaquin Valley Air Pollution Control District (SJVAPCD).

DISCUSSION: The City of Selma along with the other cities in the San Joaquin Valley Air Pollution Control District developed procedures to require each member city to vote on a representative.

The term that is presently available for our area is a representative for a large city. Applications were sent to those cities meeting the specific requirement.

The attached packet was received by the SJVAPCD from Council member Drew M. Bessinger, City of Clovis for the vacancy.

RECOMMENDATION: Approve attached Resolution nominating Clovis Council member to the Governing Board of the San Joaquin Valley Air Pollution Control District.


Henry Perea, Interim City Manager

1-11-18
Date

RESOLUTION NO. 2018 – R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA
APPROVING THE APPOINTMENT TO THE GOVERNING BOARD OF THE
SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT**

WHEREAS, Health and Safety Code Section 40600.5 created a Special City Selection Committee for the appointment of city members of the San Joaquin Valley Air Pollution Control District (District) Governing Board, and

WHEREAS, The Special City Selection Committee has adopted procedures and a rotation schedule for making their appointments, and based upon the adopted rotation schedule a city council member representing a city with a population of more than 100,000 from Fresno County shall be appointed to the District Governing Board, and

WHEREAS, In selecting a nominee for appointment by the Special City Selection Committee to the District Governing Board, the City Council considered the application materials from the eligible candidates, and

WHEREAS, The vote to select a nominee took place as an item on the publicly noticed agenda and was discussed during the normal city council meeting with time for public comment.

NOW, THEREFORE, BE IT RESOLVED that the City of Selma nominates Clovis Councilmember Drew M. Bessinger to the Special City Selection Committee for appointment to the District Governing Board.

I, Reyna Rivera, City Clerk to the City of Selma do hereby certify that the foregoing Resolution was duly approved at a regular meeting of the City Council of the City of Selma held on the 16th day of January 2018, by the following vote, to wit:

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

ATTEST:

Jim Avalos
Mayor of the City of Selma

Reyna Rivera, City Clerk of the City of Selma



December 18, 2017

Reyna Rivera, City Clerk
City of Selma
1710 Tucker St
Selma, CA 93662

RE: APPOINTMENT TO THE GOVERNING BOARD OF THE SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT – FRESNO CITY SEAT

Dear Reyna Rivera:

There is currently a vacancy on the San Joaquin Valley Air Pollution Control District (District) Governing Board that must be filled by a Councilmember from a “large” city within Fresno County. Pursuant to the Health and Safety Code Section 40600.5, appointments to the District Governing Board will be made by the San Joaquin Valley Special City Selection Committee (Committee). According to the procedures adopted by the Committee, the next step in the appointment process is for all cities within Fresno County to select a candidate from the applicant for the vacant position, as follows:

- **Councilmember Drew M. Bessinger, City of Clovis**

Your City Council must hold a vote to either nominate the applicant listed above to the Committee for appointment to the District Governing Board, or reject the applicant. The vote must take place as an item on your City Council’s publicly noticed agenda, and be discussed during your regularly scheduled City Council meeting. Attached is a sample resolution for your consideration. Also attached is a copy of the proposed candidate’s application.

Seyed Sadredin

Executive Director/Air Pollution Control Officer

Northern Region
4800 Enterprise Way
Modesto, CA 95356-8718
Tel: (209) 557-6400 FAX: (209) 557-6475

Central Region (Main Office)
1990 E. Gettysburg Avenue
Fresno, CA 93726-0244
Tel: (559) 230-6000 FAX: (559) 230-6061

Southern Region
34946 Flyover Court
Bakersfield, CA 93308-9725
Tel: 661-392-5500 FAX: 661-392-5585

December 18, 2017

RE: APPOINTMENTS TO THE GOVERNING BOARD OF THE SAN JOAQUIN VALLEY AIR
POLLUTION CONTROL DISTRICT – FRESNO CITY SEAT
Page 2 of 30

In order for your city's vote to be counted towards nomination to the Committee, you must return a copy of your City Council Resolution on this matter to the District by **January 16, 2018**, to the following address:

Seyed Sadredin
Executive Director/APCO
San Joaquin Valley Unified APCD
1990 E. Gettysburg Avenue
Fresno, CA 93726

Thank you in advance for your timely action on this matter. If you have any questions, please call me at (559) 230-6036.

Sincerely,



Seyed Sadredin
Executive Director/APCO

Attachments:

Sample Resolution (1 page)
Candidate Application (6 pages)



San Joaquin Valley
AIR POLLUTION CONTROL DISTRICT

Received
DEC 14 2017

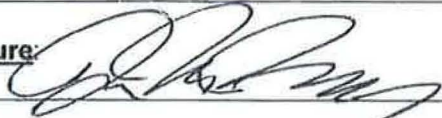
Executive Office
SWAPED

**APPLICATION FOR APPOINTMENT AS A CITY REPRESENTATIVE
ON THE GOVERNING BOARD OF
THE SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT**

Current Vacancy

Large City: One member representing the cities with a population more than 100,000 from Fresno County. Councilmembers from City of Clovis are eligible to apply.

If you are an elected official on the Council of the city identified above, you may submit an application for appointment to the Governing Board of the San Joaquin Valley Air Pollution Control District.

Applicant Name:	DREW M. BESSINGER	
Residence Address (Must live within the boundaries of the San Joaquin Valley APCD):	823 OAK AVE CLOVIS 93611	
Mailing Address:	1033 FIFTH ST CLOVIS 93612	
Telephone:	(559) 960 9252 Primary	(559) 322-1998 Alternate
Email Address:	DREWB@CITYOFCLOVIS.COM	
Applicant Signature:		Date: 12/12/17

Please submit this form along with any other pertinent information (e.g., resume, candidate statement, education, experience) that you would like to be considered to the address below. **Please limit candidate statement to no more than one page.**
Please complete this application and return it by December 15, 2017 to:

Seyed Sadredin
Air Pollution Control Officer
San Joaquin Valley APCD
1990 E. Gettysburg Avenue, Fresno, CA, 93726

Drew M. Bessinger

823 Oak Avenue, Clovis CA 93611
(559) 322-1998 (h)/ (559) 960-9252 (c)
Drewb@cityofclovis.com

I am seeking appointment to the San Joaquin Valley Air Pollution Control District as a City Representative. I am currently the Mayor Pro-Tem of the City of Clovis. I have been a public servant for over four decades, a U.S. Army veteran, and a resident of Clovis for over 32 years. I am a retired Clovis Police Captain, and I have served as a Police Chief for three Fresno County communities over the last few years. I have included a synopsis of my professional career accomplishments and duties that highlight my extensive experience and leadership in public and governmental affairs.

Employment History

- | | |
|----------------|---|
| 3/2017-Present | Mayor Pro-Tem, City of Clovis. I was elected in March to serve the citizens of Clovis. |
| 4/2017-7/2017 | Interim Chief of Police, Fowler Police Department. Appointed as interim Police Chief during a period of departmental leadership transition. |
| 2012-2017 | Public Safety Captain, Fresno Yosemite International Airport Department of Public Safety, Fresno, California. I supervised law enforcement, safety and emergency services at FYI. I am currently in a part time role with these duties. |
| 7/2015-12/2015 | Interim Chief of Police, Parlier Police Department, Parlier, California. Appointed as interim Police Chief during a period of departmental leadership crisis. |
| 2014-2015 | Interim Chief of Police, Kingsburg Police Department, Kingsburg, California. Served as the interim Police Chief for 10 months during departmental leadership transition. |
| 1987-2009 | Clovis Police Department, Clovis, California. I held the ranks and positions of Officer, Detective, Corporal, Field Training Officer, Detective Sergeant, SWAT Team Leader, Honor Guard Commander, Patrol Watch Commander and Police Captain. |
| 1984-1987 | California State University-Fresno Police Department. I was employed as Police Officer. |

1980-1984	Santa Barbara Police Department, Santa Barbara, California. I was employed as Police Officer.
1979-1980	Department of Defense Police Department, Fort Belvoir, Virginia. I was employed as DOD Police Officer (GS4) inside U.S. Army experimental command located in a restricted area.
1975-1979	Military Police Officer, United States Army. US duties included law enforcement and combat support at Fort Dix, NJ. I was also stationed in Germany for 28 months. My duties included enforcement of US, Military and German customs laws and regulations as a MP Customs Investigator. I was also certified by US Customs as a Customs Inspector. I was Honorably Discharged as a Sergeant E5.

Relevant Governmental Experience

- **Councilmember, City of Clovis.** I was elected in March of 2017 to serve the remainder of a term of a departing Councilmember. I was appointed as Mayor Pro-Tem.
- **Interim Chief of Police, Fowler Police Department.** I was appointed in an interim capacity when the current Chief retired before he was due for replacement. I worked closely with City management and elected officials to evaluate the department and prepare it for new leadership. I assisted the City in the selection process.
- **Interim Chief of Police, Parlier Police Department.** I was sought out to fill an interim Chief of Police position to address serious issues in the Parlier Police Department. The department was in the midst of a leadership and public trust crisis, and I took immediate steps to address these issues. I was tasked to evaluate training, personnel, finances, and trust and public confidence issues that were detrimental to the department and the community. I identified deficiencies in and improved a substandard Animal Services Facility. I addressed long standing ethics and detrimental conduct issues that lead to the removal of employees. I worked closely with city management and council, community members, and other law enforcement agencies to elevate the professional status of the agency. I prepared extensive reports for City Council review. I also worked with the City Manager in the recruitment and selection process for the next Chief of Police, and prepared the agency for the leadership transition. As a PERS retiree, I was unable to apply for the full-time Police Chief position.

- **Interim Chief of Police, Kingsburg Police Department.** I was selected to fill an interim term as Police Chief following the retirement of the Police Chief. I was asked to evaluate the agency and personnel, improve the department's professional and community image, and make necessary changes. I identified and addressed several problem areas, most notably: leadership and professional development of personnel; evidence room audit and oversight; lack of on-going training; lack of professional integration with allied agencies; failure to address community standards issues; lack of trust issues between management and line level personnel; and improving a substandard Animal Services Facility. I initiated contact with the Kingsburg Unified School District regarding truancy issues, and worked in close collaboration with District on the School Attendance Review Board (SARB) to help reduce trancies. I initiated a vehicle and property nuisance abatement program to remove inoperable vehicles from the roadway and private property. I assigned my staff to conduct enhanced DUI reduction patrols, Operation Lifesaver (rail safety) education, and traffic safety demonstrations geared towards high school age drivers. I revamped the department's professional image through the use of Facebook to keep the citizens informed on crime and community events, and also gave timely tips on safety and crime reduction. I worked closely with the City Manager, other department heads, and my staff to find collaborative remedies to these and other problems. I also worked with the City Manager in the recruitment and selection process for the next Chief of Police, and prepared the agency for the leadership transition. As a PERS retiree, I was unable to apply for the full-time Police Chief position.
- **Public Safety Captain, Fresno-Yosemite International Airport Department of Public Safety (DPS).** In my assignment at the airport, I saw an opportunity to fine tune the professional and public image of the agency. Working through my Chief, I played a pivotal role in the redesign of both the agency patch and the police vehicle graphics. The DPS hires younger workers for duties at the airport curb, an extremely busy and often difficult enterprise. These employees did not receive specific training in dealing with the difficult people they might encounter. I created and presented a training class to all the non-sworn staff to improve their verbal and public contact skills to help them be more effective with the public, thus increasing the professional image of the DPS and the airport. I also created and presented a safety presentation for employees on "active shooter" incidents. I have hands-on experience as an Incident Commander dealing with aircraft emergencies, medical emergencies, and other aspects of airport safety operations. I am certified as an Aircraft Rescue Fire Fighter (ARFF).

- **Police Captain, Clovis Police Department.** Among my numerous assignments as a Captain were Internal Affairs, Discipline and Review Board functions, Federal and State Grant Oversight, and Financial and Evidence Room Audit roles. I oversaw a significant portion of a \$21M budget and supervised approximately 90 full and part time employees. I interviewed and hired prospective candidates for sworn and non-sworn positions at the Clovis Police Department. I supervised many aspects of the Police Department functions. I was a board member of the Friends of the Clovis Animal Adoption Center, which successfully built the Miss Winkles Animal Adoption Center. In 2006, in combination with my Command Staff peers and the Chief, we reduced our budget by over \$2M without laying off full time staff. The Police Department's budget was by far the largest in the City General Fund budget, and with our early intervention in the looming financial crisis, the City of Clovis has emerged from the recession in significantly better financial shape than many in the San Joaquin Valley. Due to staff reduction of Captains, at the end of my career I was in charge of one-half of the personnel of the Clovis Police Department and at least eight divisions and subdivisions of the agency.
- **Police Sergeant, Clovis Police Department.** In my various assignments in this position, I supervised Patrol Division personnel as the Watch Commander, lead the Youth Services Bureau, was an entry team leader on the SWAT team, and supervised the Planning and Neighborhood Services Bureau. During the latter assignment, I wrote and administered a \$750,000 bid for the acquisition and delivery of 21 fully-outfitted police cars. I wrote numerous employee evaluations, corrective and disciplinary letters, and performance improvement plans. I was assigned to conduct Internal Affairs investigations and Pre-Employment Background investigations. I was also assigned to plan and administer numerous large community events and major police tactical operations.
- **Community Policing, Clovis Police Department.** During my various assignments as Captain, Sergeant, Corporal and Police Officer, I took on additional responsibilities or was tasked to create programs that would benefit the Police Department and the community by reducing crime, improving the livability of neighborhoods, and creating a working partnership between the community and the Police Department. I created a program using the eviction process to target criminals, and wrote an article about it which was published in several national and regional publications. Many of these programs required fostering a close working relationship with community groups, the City Manager's Office, the City Attorney and other City Departments, and the preparation and presentation of staff reports before the City Council. The list below is an example of a few of the collaborative and community projects I created or was heavily involved in:

- Preparation of Gaming and Adult Oriented Business Municipal Codes
- Author of Municipal Codes dealing with Graffiti, Transient Camping, Door to Door Solicitation, and Public Nuisances
- Creation of an Abandoned Vehicle Abatement Program for the City of Clovis that removed over 100 inoperable cars from neighborhoods
- Creation of a Graffiti Abatement Program
- Creation of an Internet Education Program, geared towards parents and teens, detailing the internet's danger to our youth
- Planning and oversight of major community events such as the Clovis Rodeo, Big Hat Days, July 4th celebrations, large-scale funeral events for fallen police officers and US Military personnel, and the Pelco 911 event where NYPD/NYFD and NY/NJ Port Authority Officers were honored following September 11, 2001
- **Police Academy Instructor, State Center Police Academy, Fresno.**
I have instructed at the Police Academy for over 20 years on Community Policing and Juvenile Law, to include in-service training at allied police agencies.
- **Personnel Commissioner, City of Clovis.** In 2010, I was appointed to serve the City of Clovis as a member of the Personnel Commission. I resigned from the commission in October 2016, as required for all appointees seeking higher office.

Education and Professional Certificates

- BA Public Administration, California State University-Fresno 1995
- AA Administration of Justice, Santa Barbara City College 1982
- High School Diploma, Point Pleasant Borough High School NJ 1975
- Basic, Intermediate, Advanced, Supervisory and Management POST Certificates
- Graduate, California POST Sherman Block Leadership Institute (SLI) 2003
- Graduate, California POST Management Course 2008
- Graduate, California POST Basic Police Academy, Camarillo 1980

Advocacy and Community Interests

- Former Board member, Miss Winkles Animal Adoption Center
- Former Committee member State Center Police Academy Workgroup

CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	GRANT (G) REIMB (R)	AMOUNT
69891	11/30/2017	Printed	CASSY FAIN	STRATEGIC INTERVIEW & INTERROGATION CLASS PER DIEM		125.00
69892	11/30/2017	Printed	FINANCIAL PACIFIC LEASING	LEASE PAYMENT INTEREST		393.12
69893	11/30/2017	Printed	HEATHER ELIZABETH LEMON	THEATER INTERPRETATION-SIGN LANGUAGE		200.00
69894	11/30/2017	Printed	PG&E	UTILITIES		18,310.66
69895	11/30/2017	Printed	SELMA UNIFIED SCHOOL DISTRICT	FUEL		12,127.75
69896	11/30/2017	Printed	U.S. BANCORP EQUIPMENT FINANCE	COPY MACHINE LEASE PAYMENTS-DEC 17		1,063.70
69897	12/07/2017	Printed	MARK ALVES -ALVES ELECTRIC	TROUBLE SHOOT STREET LIGHTS		1,700.00
69898	12/07/2017	Printed	AMERICAN AMBULANCE	AMBULANCE OVERPAYMENT REIMB		92,700.00
69899	12/07/2017	Printed	AMERICAN AMBULANCE	AMBULANCE OVERPAYMENT REIMB		263.63
69900	12/07/2017	Printed	AMERICAN AMBULANCE	AMBULANCE OVERPAYMENT REIMB		325.00
69901	12/07/2017	Printed	AMERICAN AMBULANCE	AMBULANCE OVERPAYMENT REIMB		325.00
69902	12/07/2017	Printed	AMERICAN AMBULANCE	AMBULANCE OVERPAYMENT REIMB		200.00
69903	12/07/2017	Printed	APPLIED EARTHWORKS, INC.	SELMA PD CULTURAL RESOURCES		3,334.62
69904	12/07/2017	Printed	AT&T	TELEPHONE SERVICE		19.66
69905	12/07/2017	Printed	BANK OF THE WEST	SURVEILLANCE EQUIPMENT		1,120.17
69906	12/07/2017	Printed	ERIC BEASLEY	ARSON INVESTIGATOR MEMBERSHIP REIMB.		80.00
69907	12/07/2017	Printed	CESAR F. BEJARANO -RAPID CLEAN UP SERVICE	2302 WHITSON CLEAN UP		320.00
69908	12/07/2017	Printed	JAY WESLEY BROCK -TOP DOG TRAINING CENTER	MONTHLY K9 MAINTENANCE		180.00
69909	12/07/2017	Printed	CDCE INCORPORATED	MDT MONTHLY LEASE-PD		3,785.00
69910	12/07/2017	Printed	CENTRAL VALLEY TOXICOLOGY INC.	DRUG TESTINGS-PD		354.00
69911	12/07/2017	Printed	ADAM CHAVEZ	ART CENTER PROPANE REIMB.		21.21
69912	12/07/2017	Printed	BEVERLY CHO	SENIOR THANKSGIVING LUNCH REIMB.		1,159.77
69913	12/07/2017	Printed	CISCO SYSTEMS CAPTIAL CRP	LEASE-PHONE SYSTEM/BACKUP 11/15-12/14/17		3,280.05
69914	12/07/2017	Printed	CITY OF SELMA	REPLENISH PETTY CASH		189.11
69915	12/07/2017	Printed	COMCAST	INTERNET SERVICE-DEC 2017		1,542.86
69916	12/07/2017	Printed	COUNTY OF FRESNO TREASURER	GIS TELECOMMUNICATION CHARGES-OCT 17		71.91
69917	12/07/2017	Printed	JOHN MICHAEL DAVIS	HUNCHBACK LIGHTING DESIGN & OPERATION		100.00
69918	12/07/2017	Printed	BRYAN DEGUCHI	HUNCHBACK VIDEO RECORDING		200.00
69919	12/07/2017	Printed	DIVISION OF THE STATE	DSA ACCESS REVIEW FOR NEW PD		11,250.00
69920	12/07/2017	Printed	DSJ ARCHITECTS INC	NEW PD STATION AGREEMENT -DEC 17		21,440.00
69921	12/07/2017	Printed	JOEL A FEDOR-FEDOR PLUMBING	WATER HEATER REPAIR-A ST FD		315.00
69922	12/07/2017	Printed	FEHR & PEERS	ATP PROJECT	G	8,196.02
69923	12/07/2017	Printed	FILEONQ, INC.	EVIDENCE SOFTWARE ANNUAL MAINTENANCE		2,375.00
69924	12/07/2017	Printed	FIVE CITIES ECONOMIC	1ST & 2ND QUARTER DUES JUL-DEC 17		2,772.14
69925	12/07/2017	Printed	CAMERON MICHELLE LEE FOWLER	LIGHTING FOR THE HUNCHBACK		100.00
69926	12/07/2017	Printed	FRESNO CITY COLLEGE	TRAFFIC COLLISION COURSE		370.00
69927	12/07/2017	Printed	FRESNO CO TREASURER-SHERIFF	RMS/JMS/CAD ACCESS FEES		503.12
69928	12/07/2017	Printed	FRESNO LAFCO	2017/2018 LAFCO BUDGET		3,336.79
69929	12/07/2017	Printed	FRUSA EMS LLC	AMBULANCE BILLING -OCT 17		6,850.63
69930	12/07/2017	Printed	MAGNOLIA S. JIMENEZ GALLARDO	PHLEBOTOMY SERVICE 17-4878		50.00
69931	12/07/2017	Printed	GATEWAY ENGINEERING, INC.	CITY ENGINEERING SERVICES-SEPT 17		8,312.50
69932	12/07/2017	Printed	GOWAN CONSTRUCTION	BUSINESS LIC OVERPAYMENT REIMB		86.00
69933	12/07/2017	Printed	KENNETH GREY	COMM DEV PROJECTS DIRECTOR -DEC 17		7,745.29
69934	12/07/2017	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 11/15/17		715.14
69935	12/07/2017	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 11/22/17		1,199.10
69936	12/07/2017	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 11/29/17		1,266.48
69937	12/07/2017	Printed	HEWLETT-PACKARD FINANCIAL	LEASES		4,761.00
69938	12/07/2017	Printed	JAS PACIFIC	PLAN CHECK 3002 EAST FLORAL		139.00
69939	12/07/2017	Printed	JEFF KESTLY	MEDICAL PREMIUM REIMB DEC 17		156.87
69940	12/07/2017	Printed	CHARLES KING	AMBULANCE OVERPAYMENT REIMB		818.38
69941	12/07/2017	Printed	LEE CENTRAL CALIFORNIA	PUBLIC NOTICES		761.60
69942	12/07/2017	Printed	LIFE-ASSIST INC.	MEDICAL SUPPLIES		941.16
69943	12/07/2017	Printed	GERALD L LILES -SOUND CONTRACTING	COUNTRYMEN MICS FOR ART CENTER		2,268.00
69944	12/07/2017	Printed	LIVE OAK ASSOCIATES, INC.	PD STATION ECOLOGICAL SERVICE-NOV 17		3,310.00
69945	12/07/2017	Printed	LOGISTICARE	AMBULANCE OVERPAYMENT REIMB		221.15

CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	GRANT (G) REIMB (R)	AMOUNT
69946	12/07/2017	Printed	LOGISTICARE	AMBULANCE OVERPAYMENT REIMB		125.30
69947	12/07/2017	Printed	LOGISTICARE	AMBULANCE OVERPAYMENT REIMB		164.35
69948	12/07/2017	Printed	LOGISTICARE	AMBULANCE OVERPAYMENT REIMB		185.65
69949	12/07/2017	Printed	LOGISTICARE	AMBULANCE OVERPAYMENT REIMB		125.30
69950	12/07/2017	Printed	LOSS PROTECTION AND	MONTHLY SERVICE OF CONTAINERS		85.00
69951	12/07/2017	Printed	LOZANO SMITH LLP	LAW ENFORCEMENT LEGAL UPDATE		150.00
69952	12/07/2017	Printed	CEASAR LUNA	ARSON TRAINING HOTEL REIMB.		314.68
69953	12/07/2017	Printed	KYLE MCGUIRE	PHLEBOTOMY SERVICE 17-4898		50.00
69954	12/07/2017	Printed	STEVEN MCINTIRE	MEDICAL PREMIUM REIMB DEC 17		676.05
69955	12/07/2017	Printed	METRO UNIFORM	POLICE REVOLVING ACCT		189.86
69956	12/07/2017	Printed	MID VALLEY PUBLISHING,INC.	EMPLOYMENT ADS-POLICE CLERK I		77.00
69957	12/07/2017	Printed	ADRIAN OCEGUERA	ART CENTER SUPPLIES REIMB.		99.49
69958	12/07/2017	Printed	OFFICE DEPOT, INC.	OFFICE SUPPLIES		354.40
69959	12/07/2017	Printed	PACE TPA	RESTATEMENT OF SECTION 125		250.00
69960	12/07/2017	Printed	MADISEN PADILLA	REIMBURSEMENT FOR HUNCHBACK PROPS		16.33
69961	12/07/2017	Printed	HENRY PEREA	CONTRACT CITY MANAGER SERVICES (PRORATED)		3,333.00
69962	12/07/2017	Printed	PITNEY BOWES INC.	POSTAGE MACHINE RENTALS		325.43
69963	12/07/2017	Printed	PURCHASE POWER	POSTAGE REFILL-CH		928.25
69964	12/07/2017	Printed	POLYGRAPH PROFESSIONALS	POLYGRAPH EXAMS-PD		600.00
69965	12/07/2017	Printed	MELINDA RAMOS	HUNCHBACK MUSIC DIRECTION & SOUND		564.00
69966	12/07/2017	Printed	RAY MORGAN COMPANY INC	COPIER MAINT/COPY AGREEMENT-NOV 17		458.75
69967	12/07/2017	Printed	DARRICK ROSSOTTI	EMT RECERT REIMBURSEMENT		80.00
69968	12/07/2017	Printed	RRM DESIGN GROUP	NEW FIRE STATION DESIGN-NOV 17		2,328.63
69969	12/07/2017	Printed	SAN JOAQUIN VALLEY AIR	ANNUAL PERMIT-CH GENERATOR		525.00
69970	12/07/2017	Printed	SELMA COMMUNITY	DONATION TO EXPLORERS		250.00
69971	12/07/2017	Printed	SELMA LIONS CLUB	CAL RECYCLE AD REIMB	G	160.00
69972	12/07/2017	Printed	SELMA TROPHY SHOP	MAYOR PLAQUE		37.97
69973	12/07/2017	Printed	SIGN RANCH	HUNCHBACK & SEASON BANNERS		307.74
69974	12/07/2017	Printed	SOUTH COUNTY VETERINARY	MONTHLY FREEZER USE-NOV 17		175.00
69975	12/07/2017	Printed	STATE OF CALIFORNIA	GOVERNMENT CLAIMS FEE		25.00
69976	12/07/2017	Printed	STERICYCLE, INC.	SERI-SAFE OSHA COMPLIANCE-DEC 17		150.45
69977	12/07/2017	Printed	STERLING CODIFIERS INC.	2018 CODE HOSTING FEE		647.00
69978	12/07/2017	Printed	THE CRISCOM COMPANY	POLICE/SEWER INFRASTRUCTURE-DEC 17		4,500.00
69979	12/07/2017	Printed	TAMARA THOMAS	SAC HUNCHBACK T SHIRTS		1,111.98
69980	12/07/2017	Printed	U.S. BANK CORPORATE PMT SYSTEM	CALCARD CHARGES 10/24-11/22/17		48,281.62
69981	12/07/2017	Printed	UNITY IT	MDT MANAGED SERVICES-OCT 17		1,903.05
69982	12/07/2017	Printed	VALLEY NETWORK SOLUTIONS INC.	NETCARE FOR JANUARY 2018 & SUPPLIES		5,772.94
69983	12/07/2017	Printed	VERIZON WIRELESS	AIRCARDS 10/19-11/18/17		507.91
69984	12/07/2017	Printed	WASTE MANAGEMENT	TRASH REFUND 1437 NORTH ST		77.64
69985	12/07/2017	Printed	WILLEMS COMMERCIAL PRINTING	HUNCHBACK PROGRAMS & POSTCARDS		1,997.54
69986	12/07/2017	Printed	ROBINA WRIGHT ARCHITECT	INSPECTIONS		2,495.30
69987	12/11/2017	Printed	SECOND CHANCE ANIMAL SHELTER	MONTHLY SUPPORT PAYMENT-DEC 17		6,978.00
69988	12/21/2017	Printed	ADVENTIST HEALTH PHYSICIANS	PW EMPLOYEE HEP B VACCINE		100.00
69989	12/21/2017	Printed	AIRGAS USA LLC	OXYGEN CYLINDER RENTAL		133.77
69990	12/21/2017	Printed	MARK ALVES -ALVES ELECTRIC	INSTALL NEW SERVICE POLE HOOK UP		1,325.00
69991	12/21/2017	Printed	APPLIED EARTHWORKS, INC.	SELMA PD CULTURAL RESOURCES SUPPORT-NOV 17		3,581.61
69992	12/21/2017	Printed	AT&T	TELEPHONE SERVICE-NOVEMBER 17		352.85
69993	12/21/2017	Printed	AT&T	TELEPHONE SERVICE-DECEMBER 17		1,341.64
69994	12/21/2017	Printed	AT&T	TELEPHONE SERVICE-DECEMBER 17		151.75
69995	12/21/2017	Printed	AT&T	TELEPHONE SERVICE-DECEMBER 17		145.91
69996	12/21/2017	Printed	AT&T MOBILITY	TELEPHONE-MDT'S 11/3-12/2/17		1,547.84
69997	12/21/2017	Printed	BENNY BACA -COOL AIR SPECIALTY	HVAC UNIT FOR SALAZAR CENTER	G	6,700.00
69998	12/21/2017	Printed	BANNER PEST CONTROL INC	PEST CONTROL -DEC 17		441.00
69999	12/21/2017	Printed	BEST TOURS & TRAVEL INC.	SENIOR TRIPS -ZOO & MODESTO/HILMAF	R	1,670.00
70000	12/21/2017	Printed	JAY WESLEY BROCK -TOP DOG TRAINING CENTER	MONTHLY K9 MAINTENANCE & NEW POLICE SERVICE DOG	G	13,503.75
70001	12/21/2017	Printed	CALIFORNIA WATER SERVICE	WATER SERVICE-NOVEMBER 2017		15,010.69
70002	12/21/2017	Printed	CDCE INCORPORATED	MDT MONTHLY LEASE-FD		840.00

CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	GRANT (G) REIMB (R)	AMOUNT
70003	12/21/2017	Printed	CHILDREN'S MUSICAL	HUNCHBACK PROP RENTAL		150.00
70004	12/21/2017	Printed	COOK'S COMMUNICATION CORP	OUTFITTING UNIT 194		15,315.26
70005	12/21/2017	Printed	CORELOGIC SOLUTIONS LLC	REALQUEST SERVICE-NOV 2017		481.25
70006	12/21/2017	Printed	COSTANZO & ASSOCIATES	NOVEMBER 2017 LEGAL FEES		6,704.82
70007	12/21/2017	Printed	COUNTY OF FRESNO-COMM HEALTH D	DISPATCHING SERVICES 10/1-12/31/17		5,141.34
70008	12/21/2017	Printed	ELIZABETH ZOBIAN	NUTTY NUTCRACKER REIMBURSEMENT		4,299.20
70009	12/21/2017	Printed	DAVE TURNEY & ASSOCIATES, LLC.	FORKLIFT TRAINING & CERTIFICATION		450.00
70010	12/21/2017	Printed	DEPARTMENT OF JUSTICE	FINGERPRINTS & BLOOD ALCOHOL ANALYSIS		866.00
70011	12/21/2017	Printed	DINUBA GLASS CO.	REPLACE DOOR CLOSER AT PD		325.00
70012	12/21/2017	Printed	ADRIAN ESPITIA	REIM OF SAFETY GLASSES PER MOU		104.00
70013	12/21/2017	Printed	JOEL A FEDOR -FEDOR PLUMBING	BACKFLOW TESTING LLMD 3		45.00
70014	12/21/2017	Printed	MICHAEL CHRISTOPHER FLORES	CHOREOGRAPHY FOR HUNCHBACK		275.00
70015	12/21/2017	Printed	FRESNO CITY COLLEGE	POST SUPERVISOR COURSE	R	358.00
70016	12/21/2017	Printed	FRESNO CO TREASURER-SHERIFF	PRISONER PROCESSING		48.00
70017	12/21/2017	Printed	FRESNO COUNCIL OF GOVERNMENTS	TRAFFIC IMPACT ANALYSIS 99 & DINUBA		337.50
70018	12/21/2017	Printed	FRUSA EMS LLC	AMBULANCE BILLING-NOVEMBER 17		7,668.75
70019	12/21/2017	Void				
70020	12/21/2017	Void				
70021	12/21/2017	Void				
70022	12/21/2017	Printed	G&K SERVICES	LINEN/UNIFORM SERVICE-NOV 17		717.90
70023	12/21/2017	Printed	GATEWAY ENGINEERING, INC.	CITY ENGINEERING SERVICES-OCT 17		10,485.00
70024	12/21/2017	Printed	GOYETTE & ASSOCIATES, INC.	REIMBURSEMENT OF WITNESS FEES		825.00
70025	12/21/2017	Printed	DOMINIC GRIJALVA	POSTER GRAPHIC ARTWORK		1,025.00
70026	12/21/2017	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 12/6/17		1,321.19
70027	12/21/2017	Printed	HEALTHEDGE ADMINISTRATORS INC.	DENTAL 12/13/17		3,999.28
70028	12/21/2017	Printed	HEALTHEDGE ADMINISTRATORS INC.	ADMINISTRATIVE FEES		672.53
70029	12/21/2017	Printed	HEALTHWISE SERVICES	KIOSK MEDICAL WASTE SERVICE	R	150.00
70030	12/21/2017	Printed	HEWLETT-PACKARD FINANCIAL	LEASES		2,197.89
70031	12/21/2017	Printed	JEREMY HITCH	MUSIC REHERSALS-SPRING AWAKENING		100.00
70032	12/21/2017	Printed	KIMBERLY HOUSTON	CRAFT CLASS REIMBURSEMENT		64.60
70033	12/21/2017	Printed	INTERWEST CONSULTING GROUP INC	PLAN CHECKS 1620 TODD		630.00
70034	12/21/2017	Printed	JT2 INC DBA TODD COMPANIES	FLORAL RECONSTRUCTION PROJECT		41,750.00
70035	12/21/2017	Printed	ALICE JUANTI	BUSINESS LIC OVERPAYMENT REIMB		9.00
70036	12/21/2017	Printed	KING KHAN DRILLING & CONST	PICKLEBALL COURTS		3,534.00
70037	12/21/2017	Printed	RICARDO LEON	ADMIN CITATION 1384 PARTIAL REIMB.		300.00
70038	12/21/2017	Printed	LIEBERT, CASSIDY, WHITMORE INC	REVIEW LETTER EXTENDING PROBATIONARY PERIOD		215.00
70039	12/21/2017	Printed	LOSS PROTECTION AND INVESTIGATION	MONTHLY SERVICE OF CONTAINERS		100.00
70040	12/21/2017	Printed	METRO UNIFORM	POLICE REVOLVING ACCT		74.41
70041	12/21/2017	Printed	MUNISERVICES,LLC	STARS SERVICES 2ND QUARTER 2017 REPORTS		500.00
70042	12/21/2017	Printed	NHA ADVISORS	2014 ASSESSMENT BOND CDR		1,237.50
70043	12/21/2017	Printed	OFFICE DEPOT, INC.	OFFICE SUPPLIES		626.71
70044	12/21/2017	Printed	HENRY PEREA	CONTRACT CITY MANAGER SERVICES -DEC 17		10,000.00
70045	12/21/2017	Printed	PG&E	UTILITIES-DECEMBER 2017		20,218.50
70046	12/21/2017	Printed	PRINTING SYSTEMS	W2 FORMS		159.38
70047	12/21/2017	Printed	RAVE WIRELESS INC	ANNUAL RENEWAL MASS NOTIFICATION SYSTEM		5,000.00
70048	12/21/2017	Printed	RAY MORGAN COMPANY INC	COPY MACHINE STAPLES		152.52
70049	12/21/2017	Printed	DARRICK ROSSOTTI	GYM MEMBERSHIP REIMBURSEMENT		200.00
70050	12/21/2017	Printed	RRM DESIGN GROUP	NEW FIRE STATION DESIGN -DEC 17		5,990.60
70051	12/21/2017	Printed	SAMPSON,SAMPSON, AND PATTERSON	ACCOUNTING SERVICES-NOV 17		9,150.00
70052	12/21/2017	Printed	SCOTT SANDERS	GYM MEMBERSHIP REIMBURSEMENT		158.99
70053	12/21/2017	Printed	SELMA YOUTH BASKETBALL	SELMA ACTIVITIES LEAGUE GRANT	G	500.00
70054	12/21/2017	Printed	ISELA SOTO	REIMB FOR VETERINARY BILL FOR INJURY CAUSED BY K9		216.00
70055	12/21/2017	Printed	SPARKLETTS	WATER SERVICE		99.17
70056	12/21/2017	Printed	SUN LIFE	EMPLOYEE INSURANCE -JAN 18		1,043.89
70057	12/21/2017	Printed	TAG-AMS, INC.	EMPLOYEE DRUG TESTING		87.00
70058	12/21/2017	Printed	TRANS UNION CORPORATION	PRE EMPLOYMENT CREDIT CHECKS		1427.08

CHECK REGISTER REPORT

CHECK NUMBER	CHECK DATE	STATUS	VENDOR NAME	CHECK DESCRIPTION	GRANT (G) REIMB (R)	AMOUNT
70059	12/21/2017	Printed	VARGAS CONSTRUCTION	REFUND DEPOSIT ON EP 16-164		5,000.00
70060	12/21/2017	Printed	YASH P. VERMA	HEP B VACCINATION -PW		100.00
70061	12/21/2017	Printed	ALAN YENGOYAN	HEARING OFFICER APPEAL CITE 1384 2441 CHAPARAL		400.00
70062	01/04/2018	Printed	AMERICAN AMBULANCE	JANUARY 2018 PAYMENT		92,500.00
70063	01/04/2018	Printed	NICOLETTE ANDERSEN	PROP REIMBURSEMENT		50.00
70064	01/04/2018	Printed	AT&T	TELEPHONE-DECEMBER 2017		19.66
70065	01/04/2018	Printed	AT&T	TELEPHONE SERVICES-DECEMBER 17		59.62
70066	01/04/2018	Printed	BENNY BACA -COOL AIR SPECIALTY	SERVICE HEAT PUMP-PD TRAILER		470.00
70067	01/04/2018	Printed	BANK OF THE WEST	SURVEILLANCE EQUIPMENT		1,120.17
70068	01/04/2018	Printed	JAY WESLEY BROCK -TOP DOG TRAINING CENTER	MONTHLY K9 MAINTENANCE		90.00
70069	01/04/2018	Printed	ROD CARSEY	PLAN CHECKS		341.15
70070	01/04/2018	Printed	CDCE INCORPORATED	MDT MONTHLY LEASE-PD		2,945.00
70071	01/04/2018	Printed	CISCO SYSTEMS CAPTIAL CRP	LEASE-PHONE SYSTEM/BACKUP 12/15- 1/14/18		3,280.05
70072	01/04/2018	Printed	COLLECTIBLES MGMT RESOURCES	COLLECTION FEES		6,893.13
70073	01/04/2018	Printed	CONTEMPORARY SERVICES	ARTS CONCERT SECURITY		400.00
70074	01/04/2018	Printed	CSJVRMA	2017/2018 3RD QTR DEPOSIT		174,600.00
70075	01/04/2018	Printed	DAWSON-MAULDIN	PROG PAY#3 CDBG 15651	G	59,992.50
70076	01/04/2018	Printed	DIVISION OF THE STATE	ADA BUSINESS LICENSE FEE 10/1-12/31/17		85.50
70077	01/04/2018	Printed	DSJ ARCHITECTS INC	NEW PD STATION AGREEMENT -JAN 18		10,720.00
70078	01/04/2018	Printed	FINANCIAL PACIFIC LEASING	LEASE PAYMENT INTEREST		335.59
70079	01/04/2018	Printed	FOUR STAR MINI MART	BUSINESS LIC OVERPAYMENT REIMB		50.00
70080	01/04/2018	Printed	KENNETH GREY	COMM DEV PROJECTS DIRECTOR -JAN 18		7,500.00
70081	01/04/2018	Printed	HEWLETT-PACKARD FINANCIAL	LEASES		3,753.41
70082	01/04/2018	Printed	MATTHEW LAMAR HUGHES	NICK MEDINA T-SHIRTS		169.18
70083	01/04/2018	Printed	LEE CENTRAL CALIFORNIA	RFQ SELMA POLICE		73.46
70084	01/04/2018	Printed	GERALD L LILES -SOUND CONTRACTING	SOUND & MIC SYSTEM REPAIRS		1,293.58
70085	01/04/2018	Printed	ROGER D JR MCCARTY -MCCARTY'S COLLISION CENTER	PAINT NEW PD UNITS		6,595.50
70086	01/04/2018	Printed	METRO UNIFORM	POLICE & CODE ENF. REVOLVING ACCT		609.04
70087	01/04/2018	Printed	MUNISERVICES,LLC	SUTA SERVICES QRT END JUNE 17		670.32
70088	01/04/2018	Printed	PG&E	UTILITIES-DECEMBER 2017		18,321.25
70089	01/04/2018	Printed	JACOB PUMAREJO	FUEL REIMBURSEMENT		54.04
70090	01/04/2018	Printed	PURCHASE POWER	POSTAGE REFILL-CH ADDT'L CHRG		70.72
70091	01/04/2018	Printed	SECOND CHANCE ANIMAL SHELTER	MONTHLY SUPPORT PAYMENT-JAN 18		6,978.00
70092	01/04/2018	Printed	SELMA UNIFIED SCHOOL DISTRICT	FUEL-NOVEMBER 2017		13,283.37
70093	01/04/2018	Printed	SPARKLETTS	WATER SERVICE		111.15
70094	01/04/2018	Printed	THE CRISCOM COMPANY	POLICE/SEWER INFRASTRUCTURE-JAN 18		4,500.00
70095	01/04/2018	Printed	TYCO INTEGRATED SECURITY LLC	ALARM SERVICES 1/18/18-3/31/18		2,875.76
70096	01/04/2018	Printed	U.S. BANCORP EQUIPMENT FINANCE	COPY MACHINE LEASE-JANUARY 18		1,063.70
TOTAL						961,466.12

US BANK INVOICE FOR CALCARD CHARGES: 10/24/17-11/22/17

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
CALEB GARCIA	10/23/2017	7-11, DELHI CA	FUEL	701-9200-600.257.000	40.61
CALEB GARCIA	10/25/2017	ZOOMYS, LOS BANOS CA	FUEL	701-9200-600.257.000	50.02
CALEB GARCIA	11/3/2017	SINCLAIR, FRESNO CA	FUEL	701-9200-600.257.000	22.97
CASSY FAIN	11/5/2017	FOWLER JQ	TRAINING	100-2100-610.910.000	43.08
CASSY FAIN	11/16/2017	HOLIDAY INN	TRAINING	100-2100-610.910.000	273.02
CASSY FAIN	11/16/2017	HOLIDAY INN	ROOM RESERVATION FEE	100-2100-610.910.000	12.99
CASSY FAIN	11/5/2017	HYATT MONTEREY	WOMENS CONFERENCE R ALVAREZ	100-2200-610.910.000	340.80
CASSY FAIN	11/5/2017	HYATT MONTEREY	WOMENS CONFERENCE C FAIN	100-2100-610.910.000	340.80
CHRISTIE MOORADIAN	11/7/2017	HYATT HOTEL MONTEREY	ROOM FOR TRAINING	100-2200-610.915.000	340.80
CHRISTIE MOORADIAN	11/14/2017	PLANK STEAKHOUSE	LUNCH FOR OFFICER ORAL BOARD	100-1400-610.920.000	62.72
CITY OF SELMA FIRE QRT MST	11/9/2017	UNITED FIRE EQUIPMENT	GATED WYES FOR ENGINES	111-2500-600.250.000	1,106.96
CITY OF SELMA STATION 1	11/2/2017	SHELL OIL	FUEL	701-9200-600.257.000	50.00
CITY OF SELMA STATION 1	11/6/2017	CARROT TOP	FLAGS FOR STATIONS	100-2525-600.250.000	126.60
CITY OF SELMA STATION 2	11/2/2017	T MART SALEM, CA	DIESEL FUEL ENGINE 110	701-9200-600.257.000	68.00
CITY OF SELMA STATION 2	11/10/2017	WALMART, SELMA	CAR WASH SOAP	100-2525-600.250.000	21.56
CITY OF SELMA STATION 2	11/16/2017	PLATT ELECTRIC FRESNO CA	FUSES FOR PELICAN LIGHTS	701-9200-600.256.000	12.99
CITY OF SELMA STATION 2	11/16/2017	OFFICE MAX	SHIPPING CHARGES AND POWER CABLES	100-2525-600.250.000	99.36
DAVID ELIAS	10/26/2017	GEORGE'S FRESNO	ECON PLAN FOR GOLDEN STATE MTG W/ BOS SAL QUINTERO	100-1300-610.920.000	17.31
DAVID ELIAS	11/8/2017	CHEVRON	PRIUS CAR WASH	100-1300-600.250.000	7.00
DAVID ELIAS	11/14/2017	PUBLIC AGENCY RISK MANAGEMENT	? REQUESTED REFUND	800-0000-121.000.000	350.00
DAVID LEWIS	11/15/2017	SAL'S MEXICAN RESTAURANT	RMA WORKSHOP-POLICE FORUM	100-0000-220.000.000	151.22
FINANCE DEPARTMENT	10/24/2017	HOME DEPOT	AIR PURIFIER	100-1600-600.250.000	1,402.60
FINANCE DEPARTMENT	11/1/2017	CALIFORNIA SOCIETY OF MUNICIPAL FINANCE OFFICERS	MEMBERSHIP DUES -HEATHER KREDIT	100-1600-610.915.000	110.00
FRANK SANTILLAN	10/23/2017	USPS SELMA, CA	POSTAGE	100-2100-600.120.000	1.61
FRANK SANTILLAN	10/28/2017	BEARS DEN	DONUTS FOR VOLUNTEERS/EXP/OFC	100-2200-600.250.000	28.47
FRANK SANTILLAN	10/30/2017	WISH	SANTILLAN REVOLVING ACCT	100-0000-123.010.000	21.25
FRANK SANTILLAN	9/22/2017	PIZZA HUT SANTA, CA.	UNAUTH CHG-CREDIT	800-0000-121.000.000	(29.18)
FRANK SANTILLAN	9/23/2017	VENMO	UNAUTH CHG-CREDIT	800-0000-121.000.000	(154.50)
FRANK SANTILLAN	9/26/2017	GOOGLE DH GAMES	UNAUTH CHG-CREDIT	800-0000-121.000.000	(4.99)
FRANK SANTILLAN	10/2/2017	FIRESTONE	POLICE EQUIPMENT	100-2200-600.250.000	(15.88)
FRANK SANTILLAN	11/6/2017	AUTOZONE	PATROL UNIT CLEANING SUPPLIES	100-2200-600.250.000	20.59
FRANK SANTILLAN	11/13/2017	UNIFORMS WAREHOUSE	VIP EQUIPMENT	111-2200-600.250.000	61.88
FRANK SANTILLAN	11/20/2017	SIM WIRELESS SELMA	SANTILLAN REVOLVING ACCT	100-0000-123.010.000	19.47
FRANK SANTILLAN	11/21/2017	UNIFORMS AND ACCESSORIES	VIP EQUIPMENT	111-2200-600.250.000	35.70
FRANKIE OLIVARES	11/1/2017	PAYPAL CANDYHANSEN - SCCCD	FEE FOR IMPORT/EXPORT WORKSHOP	100-1550-610.915.000	138.00
FRANKIE OLIVARES	11/15/2017	WAL-MART SUPER CENTER	SODA, WATER, SUPPLIES -TEAM SELMA	100-1550-610.920.000	21.18
FRANKIE OLIVARES	11/16/2017	SALS MEXICAN RESTAURANT	FOOD -TEAM SELMA LUNCH MEETING	100-1550-610.920.000	136.62
GILBERT CANTU	11/17/2017	THE HOME DEPOT	SHIPPING BOX FOR RECORDS	100-2100-600.250.000	24.27
GILBERT CANTU	11/18/2017	NELSONS ACE HARDWARE	KEYS FOR GUN RACK	100-2100-600.250.000	2.92
GILBERT CANTU	11/21/2017	METRO UNIFORMS	REV ACCT FOR SGT. GILBERT CANTU	100-0000-123.010.000	21.54
GREG GARNER	11/7/2017	HYATT HOTEL, MONTEREY	WLLE CONFERENCE	100-2300-610.920.000	340.80
GREG GARNER	11/13/2017	STRACKS COFFEE	SELMA COMMUNITY CARES MEETING	100-2300-610.920.000	31.90
GREG GARNER	11/15/2017	LYNN CARD COMPANY	PROMOTIONAL ITEMS	100-2300-600.215.000	112.00
JACOB PUMAREJO	10/23/2017	CHEVRON	FUEL	269-2100-600.257.000	49.04
JACOB PUMAREJO	10/24/2017	KERMAN U SAVE MINI MART	FUEL	269-2100-600.257.000	31.67
JACOB PUMAREJO	10/25/2017	SHELL	FUEL	269-2100-600.257.000	46.04
JACOB PUMAREJO	10/27/2017	SHELL	FUEL	269-2100-600.257.000	30.99

US BANK INVOICE FOR CALCARD CHARGES: 10/24/17-11/22/17

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
JACOB PUMAREJO	10/26/2017	SHELL/VILLA STORE MART CLOVIS	FUEL	269-2100-600.257.000	55.23
JACOB PUMAREJO	10/31/2017	SHELL	FUEL	269-2100-600.257.000	59.29
JACOB PUMAREJO	11/2/2017	VALERO/RJ'S/ KINGSBURG	FUEL	269-2100-600.257.000	53.00
JACOB PUMAREJO	11/4/2017	BOOT BARN	ACT EQUIPMENT/DUTY/SAFETY BOOTS	269-2100-600.250.000	175.18
JACOB PUMAREJO	11/6/2017	CHEVRON	FUEL	269-2100-600.257.000	39.31
JACOB PUMAREJO	11/7/2017	LEHMANS LOCK & SAFE	KEY REPRODUCTION	269-2100-600.250.000	22.67
JACOB PUMAREJO	11/7/2017	FAST & EASY PETROLIUM	FUEL	269-2100-600.257.000	54.43
JACOB PUMAREJO	11/15/2017	SHELL	FUEL	269-2100-600.257.000	62.88
JACOB PUMAREJO	11/17/2017	BATTERY JUNCTION	BATTERIES/GUN LIGHTS/FLASHLIGHTS	269-2100-600.350.000	188.00
JACOB PUMAREJO	11/18/2017	CHEVRON	FUEL	269-2100-600.257.000	53.94
KELLI TELLEZ	10/23/2017	CHARLES MCMURRAY	RETURN SHIPPING TO LN CURTIS	100-2500-600.120.000	7.55
KELLI TELLEZ	10/30/2017	WALMART	BREAKFAST FOR STAFF MEETING	100-2500-600.250.000	7.56
KELLI TELLEZ	10/30/2017	OFFICE MAX	PAPER	100-1600-600.100.000	26.82
KELLI TELLEZ	11/15/2017	OFFICE MAX	LABELS	100-1600-600.100.000	43.38
KELLI TELLEZ	11/21/2017	WALMART	STATION CLEANING SUPPLIES	100-2525-600.250.000	66.19
MIKAL KIRCHNER	10/23/2017	NELSONS ACE HARDWARE	SR. CENTER KITCHEN DRAIN PLUG	100-4500-600.250.000	10.84
MIKAL KIRCHNER	10/25/2017	UNITED MARKET	COMMUNITY FORUM SUPPLIES	100-4100-600.250.000	12.94
MIKAL KIRCHNER	10/27/2017	UNIQUELY YOURS	COMMISSIONER NAME TAGS	100-4100-600.400.000	43.49
MIKAL KIRCHNER	10/27/2017	NELSONS ACE HARDWARE	SR. CENTER BATTERIES	100-4200-600.250.000	6.50
MIKAL KIRCHNER	10/31/2017	OFFICE MAX	PROGRAM BROCHURE RACKS	100-4700-600.250.000	26.00
MIKAL KIRCHNER	11/3/2017	MUSIC THEATRE INTERNATIONAL	SPRING AWENING PLAY RIGHTS	605-4300-600.400.000	2,026.28
MIKAL KIRCHNER	11/17/2017	NELSONS ACE HARDWARE	SR. CENTER KEY, REPLACE BROKEN KEY	100-4200-600.250.000	5.84
MIKE KAIN	10/25/2017	NELSONS HARDWARE	ROCKS FOR TRAINING CENTER	100-2525-600.250.000	493.56
MIKE KAIN	11/1/2017	CA FIRE CHIEFS ASSOC	FIRE SYMPOSIUM CREDIT	295-2525-610.915.000	(89.00)
MIKE KAIN	11/2/2017	CA FIRE CHIEFS ASSOC	FIRE SYPOSIUM CHARGE	295-2525-610.915.000	10.00
MYRON DYCK	10/31/2017	OFFICE MAXX	USB DRIVES FOR EVIDENCE	100-2100-600.250.000	86.75
MYRON DYCK	11/21/2017	PEAVY CORP	NARC. TEST KITS	100-2200-600.250.000	181.46
MYRON DYCK	11/21/2017	NELSON'S ACE HARDWARE	KEYS FOR PARK RESTROOMS	100-2200-600.250.000	6.49
NICOLETTE ANDERSEN	10/23/2017	AMAZON	WIG HEADS	605-4300-600.250.000	25.00
NICOLETTE ANDERSEN	10/24/2017	AMAZON	HUNCHBACK DINNER & PROPS	605-4300-656.540.017	164.41
NICOLETTE ANDERSEN	10/24/2017	AMAZON	HUNCHBACK PROPS	605-4300-656.540.017	74.13
NICOLETTE ANDERSEN	10/25/2017	OFFICEMAX	OFFICE SUPPLIES	605-4300-600.250.000	55.78
NICOLETTE ANDERSEN	10/27/2017	OFFICEMAX	OFFICE SUPPLIES	605-4300-600.250.000	29.59
NICOLETTE ANDERSEN	10/28/2017	AMAZON	HUNCHBACK PROPS	605-4300-656.540.017	44.98
NICOLETTE ANDERSEN	10/30/2017	JOANN	CKP CRAFT CLASS SUPPLIES	100-4300-600.250.000	20.08
NICOLETTE ANDERSEN	10/30/2017	U-HAUL	RENTAL FOR BAND FESTIVAL	605-4300-656.540.017	80.99
NICOLETTE ANDERSEN	10/31/2017	USPS PO	STAMPS FOR DINNER INVITES	605-4300-656.540.017	61.20
NICOLETTE ANDERSEN	11/4/2017	SALS MEXICAN RESTAURANT	FOOD FOR CAST	605-4300-656.540.017	217.97
NICOLETTE ANDERSEN	10/2/2017	THE HOME DEPOT	HUNCHBACK SET SUPPLIES	605-4300-656.540.017	274.21
NICOLETTE ANDERSEN	11/3/2017	THE HOME DEPOT	HUNCHBACK SET SUPPLIES	605-4300-656.540.017	42.31
NICOLETTE ANDERSEN	11/4/2017	THE HOME DEPOT	HUNCHBACK SET SUPPLIES	605-4300-656.540.017	217.39
NICOLETTE ANDERSEN	11/6/2017	WALMART	CKP ACTING CLASS SUPPLIES	605-4300-656.540.017	31.44
NICOLETTE ANDERSEN	11/6/2017	STUMPS	HUNCHBACK DINNER DECORATIONS	605-4300-656.540.017	110.36
NICOLETTE ANDERSEN	11/7/2017	AMAZON	HUNCHBACK PROPS	605-4300-656.540.017	38.99
NICOLETTE ANDERSEN	11/6/2017	THE HOME DEPOT	HUNCHBACK SET SUPPLIES	605-4300-656.540.017	154.84
NICOLETTE ANDERSEN	11/7/2017	DESIGN PRINT	DINNER BANNER SAC	605-4300-656.540.017	108.62
NICOLETTE ANDERSEN	11/8/2017	ANDERSENS	HUNCHBACK DINNER DECORATIONS	605-4300-656.540.017	112.95
NICOLETTE ANDERSEN	11/8/2017	THE HOME DEPOT	HUNCHBACK SET SUPPLIES	605-4300-656.540.017	170.38

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EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
NICOLETTE ANDERSEN	11/9/2017	AMAZON	HUNCHBACK PROPS	605-4300-656.540.017	63.28
NICOLETTE ANDERSEN	11/11/2017	SAVEMART	FOOD FOR CAST	605-4300-656.540.017	16.51
NICOLETTE ANDERSEN	11/11/2017	LITTLE CAESARS	FOOD FOR CAST	605-4300-656.540.017	32.49
NICOLETTE ANDERSEN	11/10/2017	THE HOME DEPOT	HUNCHBACK SET SUPPLIES	605-4300-656.540.017	343.32
NICOLETTE ANDERSEN	11/11/2017	THE HOME DEPOT	HUNCHBACK SET SUPPLIES	605-4300-656.540.017	39.29
NICOLETTE ANDERSEN	11/11/2017	THE HOME DEPOT	HUNCHBACK SET SUPPLIES WORK DAY	605-4300-656.540.017	74.04
NICOLETTE ANDERSEN	11/13/2017	BATTERIES PLUS	BATTERIES FOR MIC PACKS	605-4300-656.540.017	209.90
NICOLETTE ANDERSEN	11/14/2017	WALMART	HUNCHBACK SET SUPPLIES	605-4300-656.540.017	27.11
NICOLETTE ANDERSEN	11/14/2017	SWEET SECRET OF THE CROWN	HUNCHBACK PROPS -ROSARIES	605-4300-656.540.017	17.52
NICOLETTE ANDERSEN	11/15/2017	FIGURE 53	PROJECTION LICENSE- HUNCH	605-4300-656.540.017	20.00
NICOLETTE ANDERSEN	11/14/2017	BARGAN PARTY RENTALS	LINEN RENTALS DOWN PAYMENT	605-4300-656.540.017	25.00
NICOLETTE ANDERSEN	11/14/2017	THE HOME DEPOT	HUNCHBACK SET SUPPLIES	605-4300-656.540.017	162.02
NICOLETTE ANDERSEN	11/14/2017	HIGH STREET BOUTIQUE	HUNCHBACK PROPS -SCONCES	605-4300-656.540.017	15.15
NICOLETTE ANDERSEN	11/16/2017	WALMART	HUNCHBACK SNACK BAR	605-4300-656.540.017	231.41
NICOLETTE ANDERSEN	11/16/2017	AMAZON	HUNCHBACK PROPS	605-4300-656.540.017	37.14
NICOLETTE ANDERSEN	11/15/2017	HIGH STREET BOUTIQUE	HUNCHBACK PROPS - SCONCES	605-4300-656.540.017	6.00
NICOLETTE ANDERSEN	11/15/2017	HIGH STREET BOUTIQUE	HUNCHBACK PROPS - SCONCES	605-4300-656.540.017	8.00
NICOLETTE ANDERSEN	11/16/2017	NELSONS ACE ARDWARE	HUNCHBACK SET SUPPLIES	605-4300-656.540.017	26.86
NICOLETTE ANDERSEN	11/18/2017	FOX DRUGS	BATTERIES FOR HUNCH DINNER	605-4300-656.540.017	9.11
NICOLETTE ANDERSEN	11/18/2017	WALMART	HUNCH DINNER DISHWARE & SNACK	605-4300-656.540.017	216.22
NICOLETTE ANDERSEN	11/18/2017	OFFICEMAX	HUNCH DINNER POSTER BOARDS	605-4300-656.540.017	34.69
NICOLETTE ANDERSEN	11/17/2017	BARGAIN PARTY RENTAL	HUNCHBACK DINNER LINENS FINAL	605-4300-656.540.017	140.00
NICOLETTE ANDERSEN	11/19/2017	SAVEMART	HUNCHBACK SNACK BAR	605-4300-656.540.017	17.66
NICOLETTE ANDERSEN	11/20/2017	AMAZON	HUNCHBACK MIC PACK HOLDERS	605-4300-656.540.017	194.76
POLICE DEPT NO 1	10/29/2017	BACKERSFIELD SHELL	FUEL FOR COPS WEST	100-2200-610.910.000	27.37
POLICE DEPT NO 1	11/1/2017	BAKERSFIELD PILOT	FUEL FOR COPS WEST	100-2200-610.910.000	29.89
POLICE DEPT NO 1	11/2/2017	HILTON PALM SPRINGS	HOTEL ROOM AND PARKING FOR COPS WEST	100-2200-610.910.000	407.14
POLICE DEPT NO 1	11/2/2017	HILTON PALM SPRINGS	HOTEL ROOM FOR COPS WEST (PEARCE)	100-2200-610.910.000	353.14
POLICE DEPT NO 1	11/1/2017	MORONGO TRAVEL CENTER	FUEL FOR COPS WEST	100-2200-610.910.000	40.29
POLICE DEPT NO 2	11/6/2017	ELM AVE FEED	K9 FOOD	100-2200-600.250.000	130.15
POLICE DEPT NO 2	11/9/2017	PET SMART	K9 FOOD	100-2200-600.250.000	69.09
POLICE DEPT NO 2	11/20/2017	PET MED CENTER	BOARDING OF POLICE K9	100-2200-600.400.700	181.00
RECREATION-ALLIE CONTRERAS	10/26/2017	WALMART	PARTY SUPPLIES	100-4200-600.250.000	64.49
RECREATION-ALLIE CONTRERAS	10/27/2017	ECONOMY MARKET	KITCHEN SUPPLIES	100-4500-600.250.000	3.99
RECREATION-ALLIE CONTRERAS	10/27/2017	SIERRA MARKET	KITCHEN SUPPLIES	100-4200-600.250.000	2.99
RECREATION-ALLIE CONTRERAS	11/7/2017	FOOD 4 LESS	BINGO CON.	805-0000-226.200.000	84.79
RECREATION-ALLIE CONTRERAS	11/8/2017	OFFICEMAX	INK FOR PRINTER	805-0000-226.000.000	21.68
RECREATION-TONI HILL	10/23/2017	WALMART	CANDIES, GROCERIES FOR DANCE	100-4200-600.250.000	160.60
RECREATION-TONI HILL	10/24/2017	COSTCO	ROLLS, MUFFINS,EGGOS	100-4200-600.250.000	54.82
RECREATION-TONI HILL	10/27/2017	R-N MARKET	MORNING PASTRIES AND JUICE	100-4200-600.250.000	35.65
RECREATION-TONI HILL	10/29/2017	FAMILY DOLLAR	STRING LIGHTS	100-4200-600.250.000	25.91
RECREATION-TONI HILL	10/30/2017	WALMART	LUNCH SUPPLIES, PLATES,BOWLS,CUPS	100-4500-600.250.000	145.06
RECREATION-TONI HILL	11/3/2017	WALMART	DISHPAN, BOWLS,CUTTING BOARD	100-4500-600.250.000	67.43
RECREATION-TONI HILL	11/8/2017	THE HOME DEPOT	PAINT AND SUPPLIES ,POOL ROOM	100-4500-600.100.000	130.16
RECREATION-TONI HILL	11/19/2017	WALMART	PLATES,CUPS,BOWLS	100-4500-600.250.000	58.77
RENE GARZA	11/4/2017	AUTO ZONE	JUMPER BOX PER LT MOORADIAN	100-2200-600.250.000	65.07
RENE GARZA	11/19/2017	FOOD 4 LESS	PRISONER MEALS	100-2100-600.250.000	12.80
REYNA RIVERA	11/17/2017	WALMART	DOCUMENT SCANNER REPLACEMENT PART	100-1600-600.250.000	120.48

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EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
REYNA RIVERA	11/13/2017	BLOOMIES	FLOWERS -MPT AVALOS/PER CM	100-1100-600.250.000	45.26
RICHARD FIGUEROA	11/1/2017	CHEAPER THAN DIRT	AR15-RED DOT (BUSHNELL)	100-2100-600.250.000	92.00
ROMEO SHIPLEE	11/6/2017	CENTRAL VALLEY LOCK & SAFE	ADDITIONAL KEYS FOR SALAZAR SMART CENTER	100-0000-220.000.000	8.68
ROMEO SHIPLEE	11/3/2017	CENTRAL SANITARY SUPPLY	TOILET PAPER FOR PARKS	100-5300-600.250.000	174.92
ROMEO SHIPLEE	11/3/2017	CENTRAL SANITARY SUPPLY	MISCELLANEOUS JANITORIAL SUPPLIES	702-9300-600.250.000	396.92
ROMEO SHIPLEE	11/7/2017	NELSON'S ACE HARDWARE	PARK RESTROOM KEYS FOR PD	100-5300-600.250.000	29.19
ROMEO SHIPLEE	10/25/2017	NELSON'S ACE HARDWARE	TOILET REPAIR - SENIOR CENTER	702-9300-600.370.000	40.75
ROMEO SHIPLEE	10/23/2017	GRAINGER	OFFICE SUPPLIES - BATTERIES	100-1600-600.100.000	6.25
ROMEO SHIPLEE	10/23/2017	GRAINGER	AUTO PARTS	701-9200-600.256.000	12.49
ROMEO SHIPLEE	11/9/2017	GRAINGER	MEASURE C FLEX - STREET LIGHT LAMPS	214-5400-600.250.000	92.03
ROMEO SHIPLEE	11/9/2017	GRAINGER	MEASURE C FLEX - STREET LIGHT LAMPS	214-5400-600.250.000	107.37
ROMEO SHIPLEE	11/14/2017	GRAINGER	LITHIUM BATTERIES FOR PD	100-2200-600.250.000	166.78
ROMEO SHIPLEE	11/9/2017	GRAINGER	MEASURE C FLEX - STREET LIGHT LAMPS	214-5400-600.250.000	168.72
ROMEO SHIPLEE	11/3/2017	JAM SERVICES	MEASURE C FLEX - GREEN BALL LEDS	214-5400-600.250.000	84.61
ROMEO SHIPLEE	11/2/2017	AMAZON.COM	SPECIAL SUPPLIES - ENGINEERING	100-5100-600.250.000	4.51
ROMEO SHIPLEE	11/2/2017	AMAZON.COM	SPECIAL SUPPLIES - STREETS	210-5400-600.250.000	4.52
ROMEO SHIPLEE	11/2/2017	AMAZON.COM	SPECIAL SUPPLIES - PARKS	100-5300-600.250.000	4.52
ROMEO SHIPLEE	11/1/2017	AMAZON.COM	AUTO PARTS	701-9200-600.256.000	4.91
ROMEO SHIPLEE	10/25/2017	AMAZON.COM	SPECIAL SUPPLIES - ENGINEERING	100-5100-600.250.000	8.01
ROMEO SHIPLEE	10/27/2017	AMAZON.COM	SPECIAL SUPPLIES - STREETS	210-5400-600.250.000	36.72
ROMEO SHIPLEE	11/10/2017	ZUMAR INDUSTRIES	MEASURE C FLEX - "60" DECALS FOR SPEED LIMIT SIGNS	214-5400-600.250.000	84.44
ROMEO SHIPLEE	11/7/2017	SAFETYLINE	WINTER JACKETS - FLEET	701-9200-600.300.000	76.33
ROMEO SHIPLEE	11/7/2017	SAFETYLINE	WINTER JACKETS - BUILDING MAINTENANCE	702-9300-600.300.000	76.33
ROMEO SHIPLEE	11/7/2017	SAFETYLINE	WINTER JACKETS - PARKS	100-5300-600.300.000	430.23
ROMEO SHIPLEE	11/7/2017	SAFETYLINE	WINTER JACKETS - STREETS	210-5400-600.300.000	430.24
ROMEO SHIPLEE	11/6/2017	PAYPAL	SHOP TOWELS	701-9200-600.425.000	117.99
ROMEO SHIPLEE	11/8/2017	LUPE'S RESTAURANT	LUNCH DURING WORKSHOP ATTENDANCE	210-5400-600.250.000	18.25
ROMEO SHIPLEE	11/17/2017	HCL FASTENERS CORP	SMART BAND & CLAMPS	210-5400-600.250.000	879.00
SHANE FERRELL	11/1/2017	NELSON'S ACE HARDWARE	MEASURE C FLEX - STREET LIGHT REPAIR	214-5400-600.250.000	4.19
SHANE FERRELL	11/21/2017	NELSON'S ACE HARDWARE	MEASURE C FLEX - STREET LIGHT REPAIR	214-5400-600.250.000	5.41
SHANE FERRELL	10/26/2017	NELSON'S ACE HARDWARE	SPECIAL SUPPLIES - STREETS	210-5400-600.250.000	6.83
SHANE FERRELL	11/7/2017	NELSON'S ACE HARDWARE	SPECIAL SUPPLIES - PARKS	100-5300-600.250.000	8.76
SHANE FERRELL	11/7/2017	NELSON'S ACE HARDWARE	CHRISTMAS DECORATIONS	100-5300-600.250.000	8.76
SHANE FERRELL	11/21/2017	NELSON'S ACE HARDWARE	LIGHT BULBS FOR PD	702-9300-600.250.000	11.69
SHANE FERRELL	10/26/2017	NELSON'S ACE HARDWARE	MISCELLANEOUS JANITORIAL SUPPLIES	702-9300-600.250.000	11.70
SHANE FERRELL	11/1/2017	NELSON'S ACE HARDWARE	MEASURE C FLEX - SPEED LIMIT SIGN UPDATE	214-5400-600.250.000	13.65
SHANE FERRELL	10/25/2017	NELSON'S ACE HARDWARE	MEASURE C FLEX - STREET LIGHTS	214-5400-600.250.000	14.63
SHANE FERRELL	11/9/2017	NELSON'S ACE HARDWARE	PADLOCK FOR SALAZAR CENTER EXTERIOR RESTROOMS	100-5300-600.250.000	15.61
SHANE FERRELL	10/25/2017	NELSON'S ACE HARDWARE	MEASURE C FLEX - STREET LIGHTS	214-5400-600.250.000	17.31
SHANE FERRELL	11/9/2017	NELSON'S ACE HARDWARE	PADLOCK FOR SALAZAR CENTER EXTERIOR RESTROOMS	100-5300-600.250.000	22.44
SHANE FERRELL	11/13/2017	NELSON'S ACE HARDWARE	MEASURE C FLEX - STREET LIGHT REPAIR	214-5400-600.250.000	32.68
SHANE FERRELL	10/26/2017	NELSON'S ACE HARDWARE	MEASURE C FLEX - STREET LIGHTS	214-5400-600.250.000	53.50
STEVE GIBBS	11/14/2017	NELSON'S ACE HARDWARE	EQUIPMENT REPAIR - SHOP CORD	701-9200-600.375.000	10.84
STEVE GIBBS	11/13/2017	NAPA AUTO PARTS	CREDIT FOR RETURN	800-0000-121.000.000	(50.07)
STEVE GIBBS	11/3/2017	NAPA AUTO PARTS	AUTO PARTS - #2101	701-9200-600.256.000	6.50
STEVE GIBBS	11/14/2017	NAPA AUTO PARTS	AUTO PARTS - #173	701-9200-600.256.000	14.15
STEVE GIBBS	10/26/2017	NAPA AUTO PARTS	AUTO PARTS	701-9200-600.256.000	15.18
STEVE GIBBS	11/8/2017	NAPA AUTO PARTS	AUTO PARTS - #172	701-9200-600.256.000	20.37

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EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
STEVE GIBBS	10/30/2017	NAPA AUTO PARTS	AUTO PARTS - #183	701-9200-600.256.000	30.08
STEVE GIBBS	10/24/2017	NAPA AUTO PARTS	AUTO PARTS - #727	701-9200-600.256.000	44.06
STEVE GIBBS	11/20/2017	NAPA AUTO PARTS	AUTO PARTS - SHOP	701-9200-600.256.000	45.43
STEVE GIBBS	11/14/2017	NAPA AUTO PARTS	AUTO PARTS - #173	701-9200-600.256.000	47.71
STEVE GIBBS	11/3/2017	NAPA AUTO PARTS	AUTO PARTS - RETURNED 11/13/17	800-0000-121.000.000	50.07
STEVE GIBBS	11/13/2017	NAPA AUTO PARTS	AUTO PARTS - #173	701-9200-600.256.000	54.01
STEVE GIBBS	10/30/2017	NAPA AUTO PARTS	AUTO PARTS - STOCK	701-9200-600.256.000	63.85
STEVE GIBBS	11/7/2017	NAPA AUTO PARTS	AUTO PARTS - #1315	701-9200-600.256.000	72.30
STEVE GIBBS	10/25/2017	SWANSON FAHRNEY FORD	AUTO PARTS - #173	701-9200-600.256.000	22.41
STEVE GIBBS	11/2/2017	SWANSON FAHRNEY FORD	AUTO PARTS - #315	701-9200-600.256.000	101.02
STEVE GIBBS	11/7/2017	FAHRNEY BUICK GMC	AUTO PARTS - #719	701-9200-600.256.000	127.41
STEVE GIBBS	11/17/2017	FAHRNEY BUICK GMC	AUTO SERVICE REPAIR - #225	701-9200-600.457.000	657.92
STEVE GIBBS	11/2/2017	FAHRNEY BUICK GMC	AUTO SERVICE REPAIR - #227	701-9200-600.457.000	1,343.69
STEVE GIBBS	11/15/2017	FAHRNEY BUICK GMC	AUTO SERVICE REPAIR - 721	701-9200-600.457.000	2,818.13
STEVE GIBBS	10/25/2017	O'REILLY AUTO SUPPLY	AUTO PARTS - #230	701-9200-600.256.000	85.84
STEVE GIBBS	10/26/2017	GOODYEAR TIRE & RUBBER COMPANY	AUTO PARTS	701-9200-600.256.000	648.35
STEVE GIBBS	11/14/2017	GOODYEAR TIRE & RUBBER COMPANY	AUTO PARTS - PD	701-9200-600.256.000	2,072.71
STEVE GIBBS	11/9/2017	LES SCHWAB	AUTO SERVICE REPAIR - #726	701-9200-600.457.000	63.27
STEVE GIBBS	10/25/2017	LES SCHWAB	AUTO SERVICE REPAIR - #174	701-9200-600.457.000	1,133.77
STEVE GIBBS	11/16/2017	LES SCHWAB	AUTO SERVICE REPAIR - #173	701-9200-600.457.000	2,137.29
STEVE GIBBS	11/13/2017	STEVE & JOHN'S MOBILE GLASS	AUTO SERVICE REPAIR - #226	701-9200-600.457.000	265.00
STEVE GIBBS	10/31/2017	STEVE & JOHN'S MOBILE GLASS	AUTO SERVICE REPAIR - #727	701-9200-600.457.000	295.00
STEVE GIBBS	11/8/2017	CUMMINS PACIFIC	AUTO SERVICE REPAIR - #8510	701-9200-600.457.000	694.62
STEVE GIBBS	11/17/2017	NELSON'S POWER CENTER	AUTO PARTS - #3204	701-9200-600.256.000	135.13
STEVE GIBBS	10/31/2017	NELSON'S POWER CENTER	AUTO PARTS - STOCK	701-9200-600.256.000	143.32
STEVE GIBBS	11/21/2017	NELSON'S POWER CENTER	AUTO PARTS	701-9200-600.256.000	519.81
STEVE GIBBS	10/31/2017	NELSON'S POWER CENTER	AUTO SERVICE REPAIR	701-9200-600.457.000	535.54
STEVE GIBBS	11/17/2017	NELSON'S POWER CENTER	AUTO PARTS - #3204	701-9200-600.256.000	3,980.09
STEVE GIBBS	10/26/2017	MCCARTY'S COLLISION CENTER	AUTO SERVICE REPAIR - #8510	701-9200-600.457.000	1,524.30
STEVE GIBBS	10/30/2017	TRANSMISSION'S	AUTO SERVICE REPAIR - #175	701-9200-600.457.000	2,218.49
STEVE GIBBS	11/7/2017	COOK'S COMMUNICATION	AUTO SERVICE REPAIR - #266	701-9200-600.457.000	112.63
STEVE GIBBS	10/30/2017	GOLDEN STATE PETERBILT	AUTO SERVICE REPAIR - #8507	701-9200-600.457.000	544.00
STEVE GIBBS	10/24/2017	GOLDEN STATE PETERBILT	AUTO SERVICE REPAIR - #8507	701-9200-600.457.000	3,149.56
STEVE GIBBS	11/16/2017	ZEE MEDICAL SERVICE CO.	REPLENISH FIRST AID KIT AT CITY YARD	701-9200-600.250.000	24.51
STEVE GIBBS	11/16/2017	ZEE MEDICAL SERVICE CO.	REPLENISH FIRST AID KIT AT CITY YARD	210-5400-600.250.000	24.52
STEVE GIBBS	11/16/2017	ZEE MEDICAL SERVICE CO.	REPLENISH FIRST AID KIT AT CITY YARD	100-5300-600.250.000	24.52
STEVE GIBBS	11/8/2017	GCS ENVIRONMENTAL EQUIPMENT	AUTO PARTS - #1315	701-9200-600.256.000	91.34
STEVE GIBBS	10/26/2017	GCS ENVIRONMENTAL EQUIPMENT	AUTO PARTS - #1315	701-9200-600.256.000	549.30
STEVE GIBBS	11/6/2017	REDNECK TRAILER SUPPLIES	AUTO PARTS	701-9200-600.256.000	121.47
STEVE GIBBS	11/11/2017	EXPRESS TOWING	AUTO SERVICE TOWING - #188	701-9200-600.458.000	195.00
STEVE GIBBS	11/13/2017	EXPRESS TOWING	AUTO SERVICE TOWING - #176	701-9200-600.458.000	235.00
STEVE GIBBS	11/10/2017	EXPRESS TOWING	AUTO SERVICE TOWING - #180	701-9200-600.458.000	235.00
STEVEN MARES	10/25/2017	UNITED RENTALS	GATOR RENTAL FOR PARADE	100-2200-600.400.000	600.00
STEVEN MARES	10/25/2017	UNIQUELY YOURS	VIP UNIFORMS	800-0000-121.000.000	75.00
STEVEN MARES	10/28/2017	UNITED MARKET	ITEMS FOR PARADE STAFF	100-2200-600.250.000	7.37
STEVEN MARES	10/28/2017	FAMILY DOLLAR	ITEMS FOR PARADE STAFF	100-2200-600.250.000	15.12
STEVEN MARES	10/28/2017	ME N EDS	ITEMS FOR PARADE STAFF	100-2200-600.250.000	134.24
STEVEN MARES	11/1/2017	UNITED RENTALS	CREDIT	100-2200-600.400.000	(195.95)

US BANK INVOICE FOR CALCARD CHARGES: 10/24/17-11/22/17

EMPLOYEE NAME	TRANSACTION DATE	VENDOR NAME	DESCRIPTION OF PURCHASE	ACCOUNT NUMBER	AMOUNT
TERRY REID	10/28/2017	JACK IN THE BOX	BAND FESTIVAL BURRITOS FOR EXPLORERS	800-0000-121.000.000	19.06
TESLA NASON	11/13/2017	WALMART	SNACKS FOR POL OFC INTERVIEWS	100-1400-610.920.000	23.52
TESLA NASON	11/14/2017	WALMART	SNACKS/SUPPLIS RMA WORKSHOP	800-0000-121.000.000	47.94
TIM CANNON	11/7/2017	OFFICE MAX	HEADPHONES FOR TRANSCRIBING	100-2200-600.250.000	27.04
TIM CANNON	11/9/2017	LAW WEBINAR	ONLINE TRAINING COURSE	100-2100-610.915.000	149.00
TIM CANNON	11/15/2017	PLATINUM PERFORMANCE	K9 JOINT SUPPLEMENT	100-2200-600.400.700	105.47
TIM CANNON	11/16/2017	SERRATO TRAINING	GANG INTERVIEW COURSE	100-2100-610.915.000	135.00
					<u>48,281.62</u>

ITEM NO:

2.

SUBJECT: Consideration & Necessary Discussion on Status of Police Department Vacancies & Recruitment Enhancement Options.

BACKGROUND

At the request of Interim City Manager Perea, this staff report will address the following questions:

1. Current Status of Selma Police Department Sworn/Non-Sworn Vacancies
2. Current Status of Selma Police Department Officer Recruitment
3. Current Status of Selma Police Department Dispatcher Recruitment
4. Current Status of Selma Police Department Clerk Recruitment
5. Options for Enhancement of Sworn Officer Recruitment

EXECUTIVE SUMMARY

1. **Current Status of Selma Police Department Sworn/Non-Sworn Vacancies**
 - a. At the time this report was prepared, the number of sworn police officer vacancies in the Selma Police Department is four (4). The Department has one (1) vacancy at the police Clerk position and two (2) vacancies at the Emergency Services Dispatcher position.
2. **Current Status of Selma Police Department Officer Recruitment**
 - a. Currently, four (4) candidates from the recruitment are in the "background" phase of the process. Three (3) of the four packages will be completed by Friday, 1/19/18, the fourth completed within two (2) weeks. We recently began "continuous" sworn officer recruitment, currently have received approximately ten (10) applications, and are anticipating a like amount from the Kings County Police Academy, set to graduate later this month.
3. **Current Status of Selma Police Department Dispatcher Recruitment**
 - a. The latest candidate recently completed the hiring process and has been given a start date of January 29, 2018. This will reduce the number of Dispatcher vacancies from two (2) to one (1).
 - b. Two (2) candidates are currently in the "background" phase of the process. Both backgrounds should be completed within two (2) weeks. Once completed, interviews will be scheduled to select a candidate to fill the last remaining vacancy.

EXECUTIVE SUMMARY (continued)

4. Current Status of Selma Police Department Clerk Recruitment

- a. After a recruitment process for the position, the city received twenty-four (24) applications for the position of Police Clerk. On January 3, 2018, a written examination was administered to the 18 applicants who chose to participate. Ten (10) of the applicants achieved a passing score and interviews with a panel of subject matter experts will be held on January 23, 2018.

5. Options for Enhancement of Sworn Officer Recruitment

- a. In an effort to enhance the Department's ability to recruit individuals interested in a position as a sworn officer with the Selma Police Department, the following options are submitted for consideration/discussion:

(1.) Creation of a "Police Cadet" Position:

- (a) A Police Cadet position would be an entry-level training position. Applicants would be required to complete a "sworn officer-level" background examination, including successful completion of a medical & psychological examination, meet the qualifications for admittance to the Police Academy, including any mandatory testing as required by POST (Peace Officers' Standard in Training). Successful candidates would be full-time employees of the City Of Selma and would be eligible for the following:

• Wages & Limited Benefits -	\$22,724.05
• Academy Fees & Equipment -	\$5,000.00
• Total -	\$27,734.05

(2.) Creation of a Police "Level Three" Reserve Officer Program:

- (b) The Level Three Reserve Officer position would be a non-employment position. Candidates would complete a Reserve Officer application, complete an abbreviated background process, meet the qualifications for admittance to the Police Academy, including any mandatory testing as required by POST (Peace Officers' Standard in Training) and be accepted to an POST approved Police Academy. Once accepted and enrolled, the Candidate would be sworn in as a "Level Three" reserve with the Selma Police Department. A "Level Three" Reserve is designated by POST as a training only position, with no Peace Officer powers or authority. Successful candidates would be eligible to receive the following:

• Academy Fees & Equipment -	\$5,000.00
• Monthly Training "Stipend" -	\$3,000.00
• Total -	\$8,000.00

EXECUTIVE SUMMARY (continued)

- (c) Upon successful completion of a POST approved Academy, the Candidate would achieve the status of "Level Two" Reserve (limited peace officer powers) and be considered for any full-time sworn vacancies that may exist at the time. If no such vacancies exist, the Candidate can continue in the Selma Police Department Field Training Program. Upon successful completion of the program, the candidate would achieve the status of "Level One" Reserve (full peace officer powers) and assist the department as a Reserve officer.

<u>COST:</u> (Enter cost of item to be purchased in box below)		<u>BUDGET IMPACT:</u> (Enter amount this non-budgeted item will impact this years' budget in box below – if budgeted, enter NONE).
POLICE CADET POSITION: \$27,734.05 authorized per position. POLICE "LEVEL THREE RESERVE: \$8,000.00, per authorized position.		
<u>FUNDING:</u> (Enter the funding source for this item in box below – if fund exists, enter the balance in the fund).		<u>ON-GOING COST:</u> (Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE).
Funding Source: General Fund Cost Savings from Salaries Fund Balance:		

RECOMMENDATION: Approve Additional Recruitment Options to Expedite Hiring of Police Officers

/s/ Henry Perea
Henry Perea, Interim City Manager

01/12/2018
Date

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

January 16, 2018

ITEM NO:

3.

SUBJECT:

Application for Fence Placement Variance by Adan Gonzalez,
1628 Mill Street

DISCUSSION: Application for a fence placement variance was received by the Public Works Department on December 18, 2017, from Adan Gonzalez, for 1628 Mill Street.

Mr. Gonzalez' property is a corner lot, which requires a 15' setback from the property line for all structures.

Mr. Gonzalez would like install new chain link fence along the frontage of his property on both Mill Street and Keith Street, directly behind the sidewalk, approximately 5' behind the face of curb.

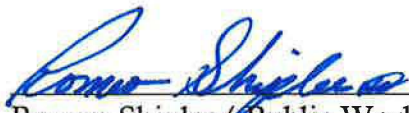
Mr. Gonzalez states that the reason for this request is for increased security of his property.

The City Engineer has evaluated the request to install the fence directly behind the sidewalk. The proposed fence would be located in the Public Utility Easement (PUE).

Staff has contacted the utilities, and subsequent responses from utility companies confirm there are underground utilities present within the PUE, and therefore a fence should not be located at the proposed location.

With the upcoming street vacation of a portion of Grove Street and the construction of the new Police Station, the addition of a fence at an offset intersection could restrict the views of passing vehicles. This has the potential to create a traffic hazard, with the liability resting on the City of Selma.

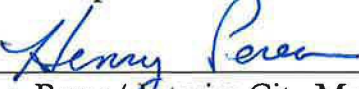
RECOMMENDATION: Deny fence variance application for 1628 Mill, due to sight distance concerns and liability, as well as utilities present in the Public Utility Easement and reduced path of travel along the sidewalk.



Romeo Shiplee/ Public Works Director

1-11-18

Date



Henry Perea/ Interim City Manager

01-12-18

Date

City of Selma

Request for Fence Placement Variance

Adan R Gonzalez I/We the said property owners
of 1628 MILL ST. Selma, CA request a hearing before the City
Council for a variance to construct a fence in the City of Selma Right of Way, and to abide
by all the rules and regulations that pertain to the above mentioned action.

I/We also understand that in the event access is needed, the fence will be removed and/or
reinstalled solely at the property owners expense and that any and all damages incurred to
the property owner in the course of removal and/or reinstallation is our responsibility.

I/We also understand that this application is not approved until considered by the Selma City
Council at a future council meeting. Once complete, all applications will be scheduled for
consideration at their first available meeting.

All applicants will be notified of the meeting date and time by mail, telephone, and/or email.
Applicants are requested to attend the scheduled meeting to answer any questions about the
proposal.

Signed <u>X</u> <u>Adan Gonzalez</u>	Date: <u>12/16/17</u>
Mailing Address: <u>1628 MILL ST</u>	
Property Address: <u>1628 MILL ST</u>	
City, State, Zip: <u>SELMA CA. 93662</u>	
Telephone No.: <u>559-891-2011</u>	
E-mail Address: _____	
Type of Fence: <u>CHAIN LINK</u>	
Reason for Variance: <u>to keep pedestrian traffic from</u> <u>cutting across yard and keep persons</u> <u>from taking items from and off Front Porch.</u>	

NOTE: THIS VARIANCE APPLIES ONLY TO THE PLACEMENT OF YOUR FENCE INTO THE PUBLIC RIGHT-OF-WAY. ALL OTHER CITY OF SELMA FENCE STANDARDS REMAIN IN EFFECT. THE FEE OF \$175.00 IS NON-REFUNDABLE, REGARDLESS OF APPROVAL OR NON-APPROVAL BY COUNCIL OF THIS REQUEST.

Property Detail Report

For Property Located At :

1628 MILL ST, SELMA, CA 93662-3711



Owner Information

Owner Name: GONZALEZ ADAN (TE)
Mailing Address: 1628 MILL ST, SELMA CA 93662-3711 C003
Vesting Codes: HW // TE

Location Information

Legal Description:	LOTS 6-9 BLK A FREYS ADDITION		
County:	FRESNO, CA	APN:	389-192-17
Census Tract / Block:	70.02 / 2	Alternate APN:	
Township-Range-Sect:		Subdivision:	FREYS ADD
Legal Book/Page:		Map Reference:	145-C4 /
Legal Lot:	6-9	Tract #:	
Legal Block:	A	School District:	SELMA
Market Area:		School District Name:	SELMA
Neighbor Code:	RSE0021	Munic/Township:	

Owner Transfer Information

Recording/Sale Date:	06/25/2015 / 06/24/2015	Deed Type:	TRUSTEE'S DEED(TRANSFER)
Sale Price:		1st Mtg Document #:	

Document #: 81090

Last Market Sale Information

Recording/Sale Date:	11/06/1992 /	1st Mtg Amount/Type:	\$25,000 / CONV
Sale Price:	\$60,000	1st Mtg Int. Rate/Type:	/ FIXED
Sale Type:	FULL	1st Mtg Document #:	169728
Document #:	169727	2nd Mtg Amount/Type:	/
Deed Type:	GRANT DEED	2nd Mtg Int. Rate/Type:	/
Transfer Document #:		Price Per SqFt:	\$44.64
New Construction:		Multi/Split Sale:	

Title Company: CHICAGO TITLE CO
Lender: LENDER SELLER
Seller Name: BLACK NORMAN & JOAN

Prior Sale Information

Prior Rec/Sale Date:	03/29/1991 /	Prior Lender:	/
Prior Sale Price:		Prior 1st Mtg Amt/Type:	/
Prior Doc Number:	36305	Prior 1st Mtg Rate/Type:	/
Prior Deed Type:	DEED (REG)		

Property Characteristics

Gross Area:	1,344	Parking Type:	GARAGE	Construction:	FRAME
Living Area:	1,344	Garage Area:	520	Heat Type:	
Tot Adj Area:		Garage Capacity:		Exterior wall:	
Above Grade:		Parking Spaces:	2	Porch Type:	
Total Rooms:		Basement Area:		Patio Type:	
Bedrooms:	3	Finish Bsmnt Area:		Pool:	
Bath(F/H):	1 /	Basement Type:		Air Cond:	REFRIGERATION
Year Built / Eff:	1915 / 1915	Roof Type:		Style:	L-SHAPE
Fireplace:	Y / 1	Foundation:		Quality:	AVERAGE
# of Stories:	1	Roof Material:		Condition:	
Other Improvements:	Building Permit				

Site Information

Zoning:	R-3	Acres:	0.33	County Use:	SINGLE FAMILY RESID (SS01)
Lot Area:	14,280	Lot Width/Depth:	119 x 120	State Use:	
Land Use:	SFR	Res/Comm Units:	/	Water Type:	
Site Influence:				Sewer Type:	

Tax Information

Total Value:	\$36,174	Assessed Year:	2017	Property Tax:	\$993.80
Land Value:	\$7,733	Improved %:	79%	Tax Area:	011001
Improvement Value:	\$28,441	Tax Year:	2016	Tax Exemption:	HOMEOWNER
Total Taxable Value:	\$29,174				

CITY OF SELMA

THE FINANCE DEPARTMENT HAS RECEIVED THE FOLLOWING DEPOSIT:

PREPARED BY PUBLIC WORKS - Ledger # 4091

Deposit Date: 12/18/2017

Description	Fund- Dept-Acct	Amount
Fence Variance Permit	210-5400-447.000.000	\$175.00
fence variance application fee - 1628 Mill Street		

Received from: ADAN GONZALEZ

Amount: \$175.00

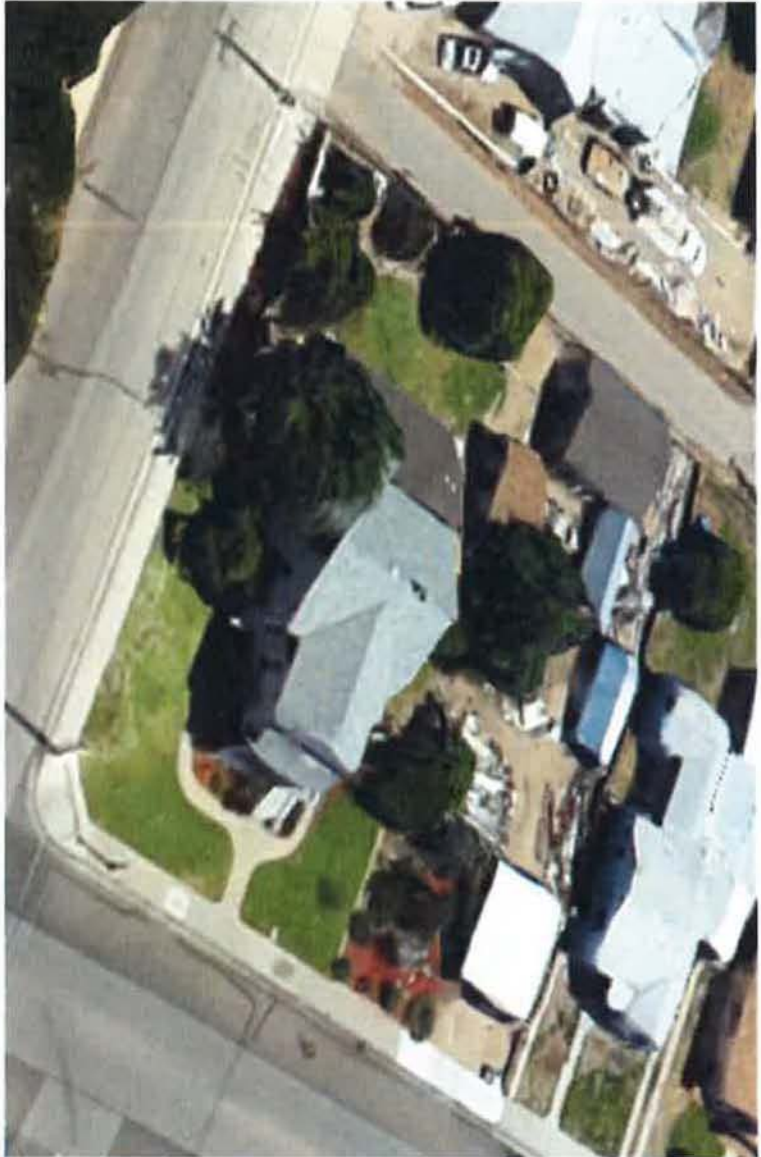
Paid by: Cash

Reference:

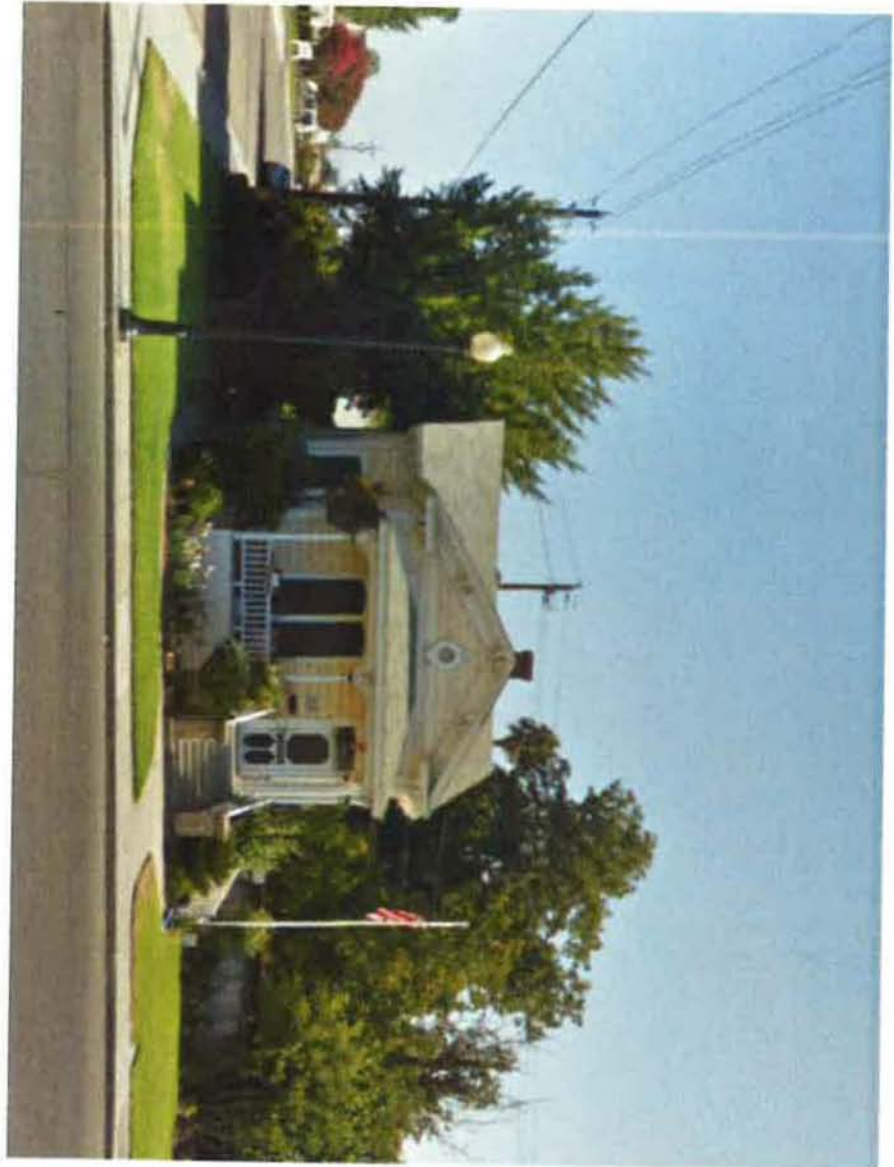
Grand Total \$175.00



City Council Meeting January 16, 2018



1628 Mill



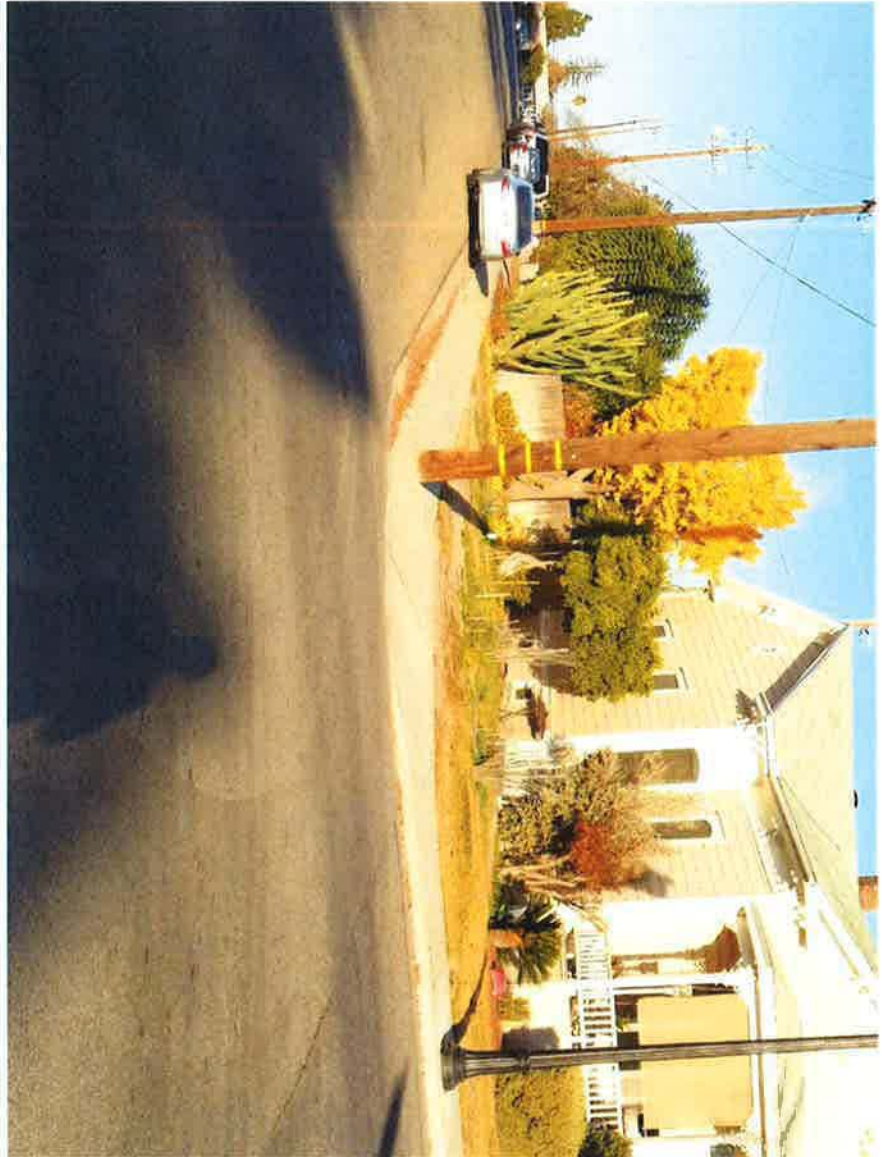
1628 Mill



1628 Mill

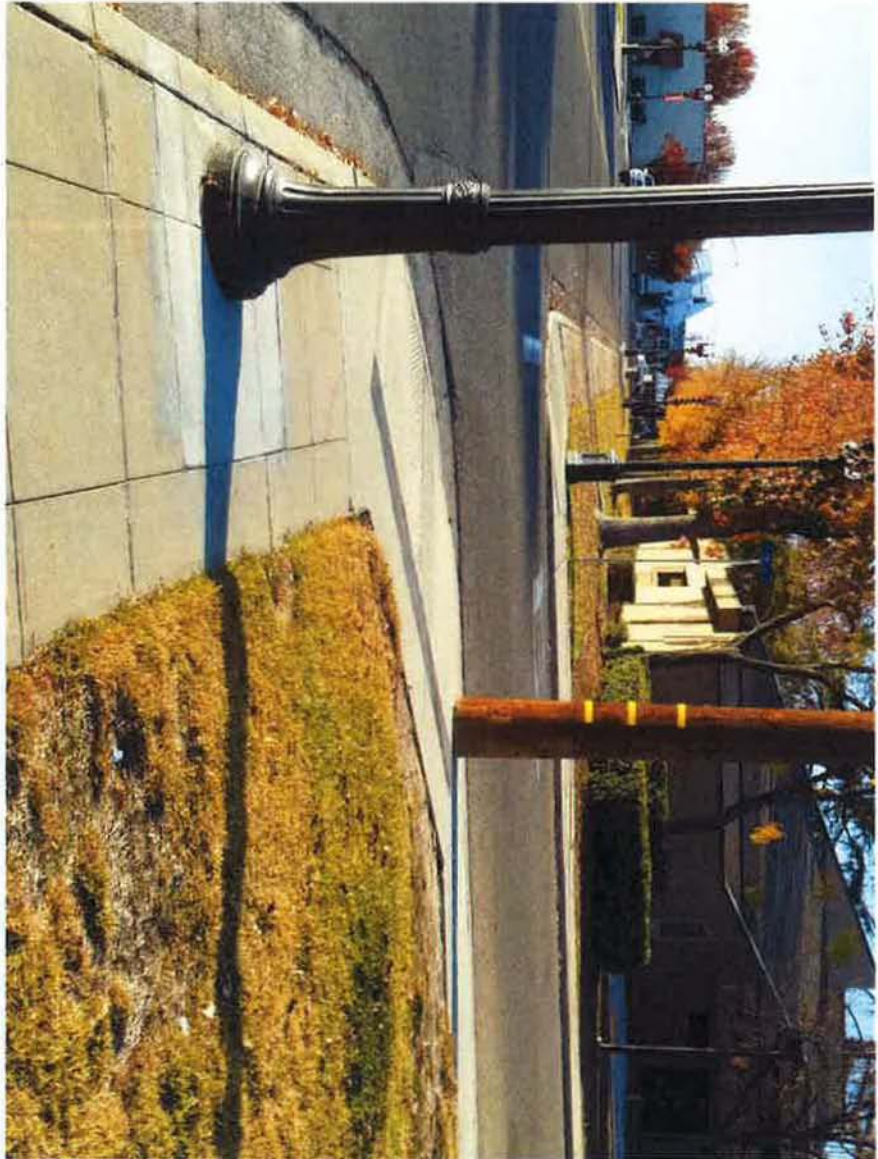


1628 Mill



1628 Mill





1628 Mill

1628 Mill





1628 Mill

Location of proposed chain link fence



Example of proposed chain link fence

City of Selma

Request for Fence Placement Variance

Adan R Gonzalez I/We the said property owners
of 1628 MILL ST. Selma, CA request a hearing before the City
Council for a variance to construct a fence in the City of Selma Right of Way, and to abide
by all the rules and regulations that pertain to the above mentioned action.

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consideration at their first available meeting.

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Applicants are requested to attend the scheduled meeting to answer any questions about the
proposal.

Signed <u>Adan Gonzalez</u>	Date: <u>12/16/17</u>
Mailing Address: <u>1628 MILL ST</u>	
Property Address: <u>1628 MILL ST</u>	
City, State, Zip: <u>SELMA CA. 93662</u>	
Telephone No.: <u>559-891-2011</u>	
E-mail Address: _____	
Type of Fence: <u>CHAIN LINK</u>	
Reason for Variance: <u>to keep pedestrian traffic from</u> <u>cutting across yard and keep persons</u> <u>from taking items from and off front porch.</u>	

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1628 MILL ST, SELMA, CA 93662-3711



Owner Information

Owner Name: GONZALEZ ADAN (TE)
Mailing Address: 1628 MILL ST, SELMA CA 93662-3711 C003
Vesting Codes: HW // TE

Location Information

Legal Description: LOTS 6-9 BLK A FREYS ADDITION
County: FRESNO, CA APN: 389-192-17
Census Tract / Block: 70.02 / 2 Alternate APN:
Township-Range-Sect: Subdivision: FREYS ADD
Legal Book/Page: Map Reference: 145-C4 /
Legal Lot: 6-9 Tract #: SELMA
Legal Block: A School District: SELMA
Market Area: School District Name: SELMA
Neighbor Code: RSE0021 Munic/Township:

Owner Transfer Information

Recording/Sale Date: 06/25/2015 / 06/24/2015 Deed Type: TRUSTEE'S DEED(TRANSFER)
Sale Price: 1st Mtg Document #:
Document #: 81090

Last Market Sale Information

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Sale Price: \$60,000 1st Mtg Int. Rate/Type: / FIXED
Sale Type: FULL 1st Mtg Document #: 169728
Document #: 169727 2nd Mtg Amount/Type: /
Deed Type: GRANT DEED 2nd Mtg Int. Rate/Type: /
Transfer Document #: Price Per SqFt: \$44.64
New Construction: Multi/Split Sale:
Title Company: CHICAGO TITLE CO
Lender: LENDER SELLER
Seller Name: BLACK NORMAN & JOAN

Prior Sale Information

Prior Rec/Sale Date: 03/29/1991 / Prior Lender:
Prior Sale Price: Prior 1st Mtg Amt/Type: /
Prior Doc Number: 36305 Prior 1st Mtg Rate/Type: /
Prior Deed Type: DEED (REG)

Property Characteristics

Gross Area: 1,344	Parking Type: GARAGE	Construction: FRAME
Living Area: 1,344	Garage Area: 520	Heat Type:
Tot Adj Area:	Garage Capacity:	Exterior wall:
Above Grade:	Parking Spaces: 2	Porch Type:
Total Rooms:	Basement Area:	Patio Type:
Bedrooms: 3	Finish Bsmnt Area:	Pool:
Bath(F/H): 1 /	Basement Type:	Air Cond: REFRIGERATION
Year Built / Eff: 1915 / 1915	Roof Type:	Style: L-SHAPE
Fireplace: Y / 1	Foundation:	Quality: AVERAGE
# of Stories: 1	Roof Material:	Condition:
Other Improvements: Building Permit		

Site Information

Zoning: R-3	Acres: 0.33	County Use: SINGLE FAMILY RESID (SS01)
Lot Area: 14,280	Lot Width/Depth: 119 x 120	State Use:
Land Use: SFR	Res/Comm Units: /	Water Type:
Site Influence:		Sewer Type:

Tax Information

Total Value: \$36,174	Assessed Year: 2017	Property Tax: \$993.80
Land Value: \$7,733	Improved %: 79%	Tax Area: 011001
Improvement Value: \$28,441	Tax Year: 2016	Tax Exemption: HOMEOWNER
Total Taxable Value: \$29,174		

CITY OF SELMA

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fence variance application fee - 1628 Mill Street		

Received from: ADAN GONZALEZ

Amount: \$175.00

Paid by: Cash

Reference:

Grand Total \$175.00

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

January 16, 2018

ITEM NO:

4.

SUBJECT:

Consideration and Necessary Action on Resolution Authorizing Interim City Manager or Designee to Negotiate and Finalize a Proposal for Tax Exempt Lease Back Financing of Proposed Fire Station No. 2.

DISCUSSION: The City of Selma Fire Department operated a Fire Station No. 2 out of a temporary building or trailer which had become dilapidated and was subsequently demolished or removed. An additional fire station at that location is necessary for the provision of adequate fire protection services within the City. For that reason, the City is contemplating the construction of a new, permanent fire station at this location. Toward that end, the Fire Chief has sought and received preliminary proposals for financing and construction of a fire station at this location.

A proposal was received from Public Facilities Investment Corporation (PFIC) for the development and financing of the development of a new fire station. An engineer retained by PFIC has developed a preliminary estimate of the cost of construction and furnishing of the proposed new fire station and PFIC has proposed a number of different options for the financing of the new fire station.

A copy of the November 10, 2017, proposal received by the City along with the engineer's preliminary estimates of the costs of the construction is attached as Exhibit A. As shown by the attached Draft Conceptual Project Budget the total projected cost of construction of the new fire station is \$4,717,990. The estimate includes construction and budget contingencies of 10% and a market escalation factor of 6.5% per year to account for increased cost of labor and materials over time. The preliminary estimate includes anticipated costs for work that will necessarily be performed by the Planning Department in reviewing the design and construction documents and issuance of a Conditional Use Permit in addition to building permit fees that the City would not actually have to pay. Instead, the City would simply absorb the employee expense involved in that review and issue a No Fee Permit for the project. Deleting those expenses from the conceptual project budget draft yields a savings of approximately \$80,000 bringing the preliminary cost estimate down to approximately 4.65 million. The preliminary cost estimate, however, does not include fees for an underwriter or for a bond counsel which would increase the overall cost by an as yet unknown amount and, of course, the cost estimates are at this point, preliminary only and subject to change, either upward or downward, but the likely estimated cost for the project is somewhere between 4.5 and 4.8 million.

The City would need to borrow the money necessary for construction and in order to secure those funds at a reasonable interest rate, the City would need to structure the transaction so

that the interest payable on the borrowed money is tax exempt to the recipient. The City can procure tax exempt financing for 100% of the project cost by structuring the transaction as a tax exempt bond issuance or tax exempt lease/sublease arrangement in private bank placement of bonds to be issued by a City affiliated entity, the Selma Public Financing Authority (PFA).

To make the financing tax exempt and procure a significantly lower interest rate than would be payable on a bank loan the City would enter into an arrangement with its PFA whereby the PFA would lease the property where the Fire Station is to be constructed. The PFA would then sublease the property to the City and the City would be able to take possession of the Fire Station once it is constructed. The PFA would issue a bond in the full amount of the construction and transactional costs payable over a period of up to 30 years. The proceeds of the sale of those bonds or bond, or the private placement of it with a bank would be used to complete construction of the Fire Station. By structuring the transaction in that fashion, typically known as conduit financing there is no direct involvement of any private person or entity and the interest payable on the bonds would be tax exempt to the bond holder.

Interest rates fluctuate according to market conditions but as of November 10, 2017, the estimated tax exempt interest rates are as follows:

20-year term: 3.50% (private bank placement)
20-year term: 3.45%
30-year term: 3.61%

Based on an estimated project cost of 4.5 million, the payments of principle and interest on the bonds which would be characterized as lease payments to the PFA which the PFA would, in turn, pay to a bond holder or bank are estimated to be as follows:

20-year term: \$267,600 per year (private bank placement)
20-year term: \$347,000
30-year term: \$269,600

No payments would be required until the City takes occupancy and all fees and expenses of professionals, including architects, legal expenses, engineering and environmental expense, in addition to the full cost of the construction and furnishing of the new fire station would be fully financed. The annual payments, which staff proposes to be made over a 30 year term would be payable from Measure S tax revenues.

Staff is requesting authorization to further negotiate this proposal, secure a more definite cost estimate for the project and then return to the Council with a proposal for the retention of PFIC to complete the transaction, secure the necessary funding and construct the fire station. Because a bond issuance is contemplated, if the Council authorizes staff to move forward to solidify the proposal from PFIC, Council would also be requested to retain a suitable underwriter and bond counsel to issue the tax exempt financing opinion required by applicable law.

<u>COST:</u> None, currently.		<u>BUDGET IMPACT:</u> None, currently.
<u>FUNDING:</u> (Enter the funding source for this item in box below – if fund exists, enter the balance in the fund).		<u>ON-GOING COST:</u> (Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE).
Funding Source: N/A Fund Balance:		N/A

RECOMMENDATION: Adopt Resolution authorizing the Interim City Manager or Designee to negotiate and finalize proposal and estimates of costs for tax exempt lease back financing of the construction of Fire Station No. 2.

/s/ Neal E. Costanzo	01/12/2018
Neal E. Costanzo, City Attorney	Date
/s/ Henry Perea	01/12/2018
Henry Perea, Interim City Manager	Date

RESOLUTION NO. 2018 – R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA AUTHORIZING
THE INTERIM CITY MANAGER OR HIS DESIGNEE TO NEGOTIATE AND FINALIZE
A TAX EXEMPT LEASE BACK FINANCING ARRANGEMENT THROUGH PUBLIC
FACILITIES INVESTMENT CORPORATION AND TO RETURN TO COUNCIL WITH A
DEFINITE PROPOSAL FOR SUCH TAX EXEMPT FINANCING OF CONSTRUCTION
COSTS FOR SELMA FIRE STATION NO. 2**

WHEREAS, the temporary structure at which the Selma Fire Department operated Fire Station No. 2 became unusable and has been removed or demolished from its site; and

WHEREAS, to continue to provide adequate fire protection services in accordance with applicable standards established by law or convention that impact the cost of fire insurance, the City requires an addition to the fire station and proposes to construct a suitable fire station at the location of the prior, temporary Fire Station No. 2; and

WHEREAS, staff has presented Council with a preliminary proposal for tax exempt financing of the construction of a new Fire Station No. 2 and the City Council wishes to further negotiate that proposal and arrive at more precise cost estimates for the construction of Fire Station No. 2 and to authorize its Interim City Manager or Designee to conduct that negotiation, procure a more definite cost estimate and develop and return to Council a proposal for the structuring of tax exempt financing and construction of Fire Station No. 2.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The foregoing recitals are true and correct.
2. The City Manager or its Designee is authorized to further negotiate the proposal from Public Facilities Investment Corporation for tax exempt financing of the construction of Selma Fire Station No. 2, develop a more specific and definite cost estimate for the financing and construction of Fire Station No. 2 and return to Council with a proposal for a definite agreement with Public Facilities Investment Corporation and any other professionals or contractors as necessary to implement the tax exempt financing and construction of Fire Station No. 2.

The foregoing Resolution was duly approved by the Selma City Council at a regular meeting held on the ____ day of, _____ 2018, by the following vote, to wit:

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

Jim Avalos
Mayor of the City of Selma

ATTEST:

Reyna Rivera
City of Clerk of the City of Selma



Privatized Development for the Public Sector

Office Locations:

Los Angeles (HQ)

Chicago

Dallas

Miami

Washington DC

November 10, 2017

Chief Michael Kain
Selma Fire Department
1711 Tucker Street
Selma, CA 93662

Dear Chief Kain:

It was a pleasure speaking with you regarding Selma Fire Department's proposed Fire Station #2 project. As we discussed, PFIC is a nationwide developer that specializes in the privatized development and tax-exempt leaseback financing of public safety facilities for cities, counties and states. To date, we have completed over 200 public and private project in 96 cities in 36 states.

As the Developer, we offer a full range of comprehensive services that satisfy every aspect of development from programming & planning to occupancy. Our specialized development team includes the architect, contractor, and financing from the beginning of the development and remains in close contact throughout the entire project so that every step is anticipated, managed, and resolved in a professional manner.

Our program is broken down into four phases:

1. Preliminary Programming, Planning, and Development Analysis

- Our suggested architects, RRM, are currently performing the preliminary programming and analysis. We will utilize their programming and planning requirements for the design of the project.

2. Design

- Actual design of the facilities will commence. We work directly with the City's selected building committee and stakeholders to ensure the space needs determined in the planning & programming phase are met.
- The design phase will be broken up into three sections: Schematic, Design Development and Construction Development. During each phase, we review the estimated construction cost to ensure that the project remains within a budget acceptable to the City.

Public Facilities Investment Corporation

11755 Wilshire Boulevard, Suite 2350, Los Angeles, CA 90025 • P: (310) 575-9447 • FAX: (310) 473-9250
January 16, 2018 Council Packet
www.publicfacilities.com

- The City will have complete control over all design and budget decisions for the project.

3. Construction

- We can work with 1) your preferred general contractor; 2) our California-based contractors who have extensive public safety construction experience; or 3) bid out the construction to qualified, independent general contractors.
- Our team will ensure that the selected contractor is qualified to complete the project safely, on budget, and on time.
- Our construction partners have exceptional relationships with the local trades and subcontractors which will achieve the best construction cost for the project.
- The construction budget will be a guaranteed maximum price bonded for performance, materials and labor.

4. Financing

- PFIC will locate tax-exempt leaseback financing for 100% of the project cost for a period up to 30 years. The City can also own the facilities upon completion of construction and/or provide its own financing for the project if desired.
- PFIC will ground lease the project site on an unsubordinated basis for the life of the lease term.
- Upon expiration of the lease or early payoff of the financing, title to the project will transfer to the City for \$1.00.
- The lease payments will remain flat throughout the life of the lease.
- Based on market conditions as of November 10, 2017, estimated tax-exempt interest rates are as follows:

20-Year Term:	3.50% (Private Bank Placement)
20-Year Term:	3.45%
30-Year Term:	3.61%

- Based on market conditions as of November 10, 2017, estimated tax-exempt annual lease payments for an estimated project cost of \$4.5 million are as follows:

20-Year Term:	\$267,600 (Private Bank Placement)
20-Year Term:	\$347,000
30-Year Term:	\$269,600


- The lease payments can be made subject to annual appropriation of the City Council.
- The project will be funded prior to construction and the City will not be required to make any lease payments until construction completion and it takes occupancy of the project.
- All fees and expenses of professionals (including architectural, legal, engineering, and environmental), construction interest, cost of construction, site work, cost of issuance, development, consultant and program management fees and all other costs for the project will be included in the total financing package.
- The financing can also include funding for furniture, fixtures, equipment and apparatus.

The end result of our development program is that the design, construction and financing risk is transferred from the City to the private sector. Our experience with public/private partnerships is the foundation that allows us to address your concerns and goals, efficiently manage the development process, and create a project of which you and the community can be proud.

We look forward to meeting with you in Selma and are excited to move forward on this important project.

With kindest regards,

PUBLIC FACILITIES INVESTMENT CORPORATION



Jeffrey Tamkin
President

City of Selma

Fire Station NO.2

Conceptual Project Budget - DRAFT

11/1/2017

A. Building

Type A1: App Bay Renovation	QUANT	UNIT	BASE COST	TOTAL	SOURCE
Apparatus Bay	1,500	SF			
	0	SF			
Type A Total Area:	1,500		\$250	\$375,000	RRM/Saylor

Type A2: App Bay - Addition	QUANT	UNIT	BASE COST	TOTAL	SOURCE
Apparatus Bay Expansion	480	SF			
		SF			
Type A Total Area:	480		\$450	\$216,000	RRM/Saylor

Type B1: Support Area - Renovation	QUANT	UNIT	BASE COST	TOTAL	SOURCE
Turnout Area A	270	SF			
Turnout Area B	180	SF			
Clean Up Room	100	SF			
Work Room	135	SF			
Med / Supply	8	SF			
Wash Alcove	48	SF			
Response Alcove	20	SF			
Type B Total Area:	761		\$300	\$228,300	RRM/Saylor

Type B2: Support Area - Addition	QUANT	UNIT	BASE COST	TOTAL	SOURCE
Yard Storage	40	SF			
SCBA Room	82	SF			
Utility	40	SF			
Comm / Equipment	84	SF			
Hose Rack	54	SF			
Storage Alcove	21	SF			
Type B Total Area:	321		\$440	\$141,240	RRM/Saylor

Type C1: Office / Living - Renovation	QUANT	UNIT	BASE COST	TOTAL	SOURCE
Watch Office	131	SF			
Day Room	285	SF			
Kitchen	240	SF			
Hallway - Renovation	150	SF			
Type C Total Area:	806	SF	\$320	\$257,920	RRM/Saylor

13%

Type C2: Office / Living - Addition	QUANT	UNIT	BASE COST	TOTAL	SOURCE
Exercise	400	SF			
Dining	192	SF			
Lobby	96	SF			
Janitor Laundry	84	SF			
Public Restroom	64	SF			
Dorm Restrooms (2)	192	SF			
Dorm Rooms (4)	480	SF			
Hallway - Addition	200	SF			
Type B Total Area:	1,708		\$460	\$785,680	RRM/Saylor

28%

Type D: Living / Restroom - Addition	QUANT	UNIT	BASE COST	TOTAL	SOURCE
Dorm Restrooms (2)	124	SF	\$490		Included
Dorm Rooms (3)	360	SF	\$460		Included
Type C Total Area:	484	SF		\$226,360	RRM/Saylor

101%

Essential Services Structural Upgrade Budget		\$400,000
Building Design Contingency (10% of budget)		\$263,050
Building Square Footage Total:	6,060	\$2,893,550
cost per square foot:	\$477	

B. Equipment and Furnishings

	QUANT	UNIT	COST	TOTAL	SOURCE
Building and Site Equipment	1	LS	\$60,000	\$60,000	Budget
Building and Site Furnishings	1	LS	\$40,000	\$40,000	Budget
FF&E Design Contingency (10% of budget)	10%	%	\$100,000	\$10,000	%
Equipment and Furnishings Subtotal:				\$110,000	

City of Selma

Fire Station NO.2

Conceptual Project Budget - DRAFT

11/1/2017

C. On-Site Improvements

	QUANT	UNIT	COST	TOTAL	SOURCE
Site Paving - New Parking Area	3,180	SF	\$22	\$69,960	Site Plan
Site Paving - Parking Area - New Curb Cut	144	SF	\$25	\$3,600	Site Plan
Site Paving - Parking Area - Street ADA Parking	360	SF	\$25	\$9,000	Site Plan
Site Paving - Pedestrian - Patio	600	SF	\$20	\$12,000	Site Plan
Landscape Improvements:	3,000	SF	\$14	\$42,000	Budgeted Area
Site Improvements-Underground Retention	1	LS	\$20,000	\$20,000	City to Confirm
Emergency Generator - Replacement	1	LS	\$85,000	\$85,000	RRM
Site Gate and Fencing	1	LS	\$25,000	\$25,000	RRM
Hose Lift	1	LS	\$20,000	\$20,000	RRM
On-Site Design Contingency (10% of budget)	10%	%	\$266,560	\$26,656	%
\$529 On-Site Improvements Subtotal:				\$313,216	

D. Off-Site Improvements - Site Specific

	QUANT	UNIT	COST	TOTAL	SOURCE
Street Frontage Improvements	1	LS	\$50,000	\$50,000	ADA Stall on Street
Off-Site Contingency (10% of budget)	10%	%	\$5,000	\$5,000	%
Off-site Improvements Subtotal:				\$55,000	

E. Fees

	QUANT	UNIT	COST	TOTAL	SOURCE
Arch/Engineering	10%	%	\$3,316,766	\$331,677	%
LEED™ Design, Certification	0	LS	\$48,400	\$0	Budget
LEED™ Commissioning	0	LS	\$10,000	\$0	Budget
Commissioning Agent	0	LS	\$30,000	\$0	Budget
Utility Hook-up Fees	1	LS	\$15,000	\$15,000	City to Confirm
Impact Fees:					
Storm Draining Dev. Fee	1.0	Acre	\$1,528	\$1,528	City to Confirm
Sewer Dev. Fee	1	LS	\$5,000	\$5,000	City to Confirm
Water Dev. Fee	1	LS	\$5,000	\$5,000	City to Confirm
Traffic Impact Fee	6,060	SF	\$0	\$0	City to Confirm
Public Facility Impact Fee	6,060	SF	\$0	\$0	City to Confirm
Geotechnical Investigation	1	LS	\$25,000	\$25,000	Budget
Materials Testing and Special Inspection	1	LS	\$35,000	\$35,000	Budget
Fee Contingency (10%)	10%	%	\$418,205	\$41,820	%
Fees Subtotal:				\$460,025	

F. Owner Systems, Administration and Contingency

	QUANT	UNIT	COST	TOTAL	SOURCE
City Administration Cost	0	LS	\$75,000	\$0	City Budget
Fire Administration Cost	0	LS	\$50,000	\$0	City
Planning Dept.- CUP, Design Review	1	LS	\$20,000	\$20,000	City to Confirm
CEQA	0	LS	\$25,000	\$0	None Anticipated
Building Dept.-Permit Fees	1	LS	\$40,000	\$40,000	City to Confirm
School Impact Fees-(Commercial)	0	SF	\$0.50	\$0	None Anticipated
Site Acquisition Costs	0.00	Acre	\$0	\$0	Not Anticipated
Traffic Report	0	LS	\$20,000	\$0	Not Anticipated
Moving Costs	0	LS	\$4,000	\$0	City
Neighborhood Meeting/Dedication Ceremony	0	LS	\$2,000	\$0	City
Communications					
Radio Tower	0	LS	\$150,000	\$0	Budget
Phone System	1	LS	\$40,000	\$40,000	Budget
Radio System	1	LS	\$60,000	\$60,000	City Budget
Data Systems	1	LS	\$35,000	\$35,000	City Budget
Security System/ Cameras	1	LS	\$25,000	\$25,000	City Budget
Security System/ Card Reader Access	0	LS	\$45,000	\$0	City Budget
Owner System Contingency (10% of budget)	10%	%	\$220,000	\$22,000	
Construction Contingency (10% of A, C, D)	10%	%	\$3,261,766	\$326,177	%
Owner Systems, Administration and Contingency Subtotal:				\$568,177	

Contract Division Totals:

A. Building:	\$2,893,550
B. Equipment and Furnishings	\$110,000
C. On-Site Improvements	\$313,216
D. Off-site Improvements	\$55,000
E. Fees	\$460,025
F. Owner Systems, Administration and Contingency	\$568,177
Contract Division Subtotal:	
	\$4,399,968
G. Market Escalation (6.5% per year) for 18 mo. to mid-point of Construction	\$318,022
Conceptual Construction Budget:	\$4,717,990

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

January 16, 2018

ITEM NO: 5.

SUBJECT: Amendment to the price for sale of dirt removed to develop groundwater recharge basin on Valley View.

DISCUSSION: On June 6, 2016, City Council approved resolution 2016-34R to allow the sale of dirt excavated from \pm 8.75 acre piece of land for use as a groundwater recharge and storm water basin located on the south side of Valley View, west of McCall.

There is approximately 150,000 cubic yards of dirt requiring excavation to fully develop the basin which must be substantially completed by 2019 to allow planned storm drain projects to move forward without the expense of basin excavation. The City has sold approximately 8,000 cubic yards to date.

To expedite the removal of dirt, staff is requesting that the City Council allow the Public Works Director in consultation with the City Manager to set the price of dirt based upon the amount of dirt removed. This will enable discounting the price of dirt for large amounts, giving prospective clients an incentive to take more dirt, expediting removal of dirt and completion of the basin.

RECOMMENDATION: Adopt Resolution Amending Price and Authorizing Public Works Director to set price for the sale of dirt in order to develop the groundwater recharge / storage basin.

/s/ Henry Perea

Henry Perea, Interim City Manager

01/12/2018

Date

RESOLUTION NO. 2018 – R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA
AMENDING THE PRICE FOR SALE OF DIRT REMOVED TO
DEVELOP GROUNDWATER RECHARGE BASIN
ON THE SOUTH SIDE OF VALLEY VIEW WEST OF McCall**

WHEREAS, with funding from CDBG Project 15651, the City of Selma recently purchased approximately 8.75 acre piece of land for use as a groundwater recharge and storm water basin located on the south side of Valley View, west of McCall; and

WHEREAS, excavation of the basin is a large expense necessary to complete the planned storm water infrastructure projects; and

WHEREAS, as an alternative to paying a Contractor to excavate the recharge / storm water basin, the City of Selma will sell dirt to Contractors and Developers in need of dirt for their projects; and

WHEREAS, it is the intention of the City Council to revise the existing price for sale of dirt previously set by Resolution 2016-34R; and

NOW, THEREFORE, BE IT RESOLVED that based upon the need to expedite the removal of dirt, the Public Works Director will set the price of dirt based upon the quantity of dirt a client requests.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Manager and City Clerk are authorized to sign all necessary documents for the sale of the above mentioned dirt.

I, Reyna Rivera, City Clerk to the City of Selma do hereby certify that the foregoing Resolution was duly approved at a regular meeting of the City Council of the City of Selma held on the 16th day of January 2018, by the following vote:

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

Jim Avalos
Mayor of the City of Selma

ATTEST:

Reyna Rivera
City Clerk of the City of Selma

RESOLUTION NO. 2016 – 34R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA
SETTING THE PRICE FOR SALE OF DIRT REMOVED TO
DEVELOP GROUNDWATER RECHARGE BASIN
ON THE SOUTH SIDE OF VALLEY VIEW WEST OF McCALL**

WHEREAS, the City is currently in escrow with funding from CDBG Project 15651 for purchase of an approximately 8.75 acre piece of land for use as a groundwater recharge and storm water basin located on the south side of Valley View, west of McCall; and

WHEREAS, excavation of the basin is a large expense necessary to complete the project; and

WHEREAS, as an alternative to paying a Contractor to excavate the recharge / storm water basin, the City of Selma will sell dirt to Contractors and Developers in need of dirt for their projects; and

NOW, THEREFORE, BE IT RESOLVED that based upon staff review of competing dirt sources, project timing, and the costs that need to be covered by the dirt sales, a rate of \$2 per cubic yard is approved.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Manager and City Clerk are authorized to sign all necessary documents for the sale of the above mentioned dirt.


I, Reyna Rivera, City Clerk to the City of Selma do hereby certify that the foregoing Resolution was duly approved at a regular meeting of the City Council of the City of Selma held on the 6th day of June, 2016, by the following vote:

AYES: 4 COUNCIL MEMBERS: MONTIJO, AVALOS, DERR, ROBERTSON

NOES: 0 COUNCIL MEMBERS: NONE


ABSTAIN: 0 COUNCIL MEMBERS: NONE

ABSENT: 0 COUNCIL MEMBERS: RODRIGUEZ



Scott Robertson
Mayor of the City of Selma

ATTEST:



Reyna Rivera
City Clerk of the City of Selma

ITEM NO: 6.

SUBJECT: Consideration and necessary action on Service Agreement with
American Ambulance (K.W.P.H. Enterprises)

HISTORY: In 2011, and again in 2015 Council approved a contract with American Ambulance to provide ambulance transport to the citizens of Selma. This Partnership has proven to be very successful and continues to provide an outstanding service to Selma. Because of this arrangement, the Selma Fire Department can provide a top-notch fire service; which was documented in our latest ISO rating that reduced the cost of insurance to its citizens. This also allows Selma fire department to provide paramedic on our staffed engines.

DISCUSSION:


The contract with American Ambulance will continue to allow the City to staff each of its two (2) engines with a minimum of two (2) firefighters per shift, a total of four (4) on-duty per shift. The contract will allow the Fire Department to have a staffing of: "A" Shift - 6 persons, "B" Shift - 6 persons, and "C" Shift - 5 persons.

- This would allow firefighters time to train, do company inspections and the work needed to operate a fire department. In addition, it would allow minimum staffing response so that we would meet the Cal OSHA's two-in-two-out rule.
- Under the American Ambulance agreement, they will continue to provide two (2) dedicated units to the City of Selma and our response area. They would be stationed in the City of Selma and be staffed with one (1) paramedic and one (1) EMT – the same personnel currently on our ambulances.

<u>COST:</u> (Enter cost of item to be purchased in box below)		<u>BUDGET IMPACT:</u> (Enter amount this non-budgeted item will impact this years' budget in box below – if budgeted, enter NONE).
\$114,600/month from May 18 to April 2019 \$120,000/month from May 2019 to April 2020 \$125,000/month from May 2020 to April 2023		None
<u>FUNDING:</u> (Enter the funding source for this item in box below – if fund exists, enter the balance in the fund).		<u>ON-GOING COST:</u> (Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE).
Funding Source: Ambulance revenue Fund Balance:		None

RECOMMENDATION:

Staff recommends approval of the attached agreement with K.W.P.H. Enterprises (dba, American Ambulance).


Michael Kain, Fire Chief

01/12/2018
Date


Isaac Moreno Finance Manager

01/12/2018
Date

/s/ Henry Perea
Henry Perea, Interim City Manager

01/12/2018
Date

We _____ and _____
Henry Perea, Interim City Manager Isaac Moreno Finance Manager

do hereby agree that the funding for the above is correct and that enough funds exist to cover the expenditure.

RESOLUTION NO. 2018 – R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA
APPROVING AGREEMENT WITH K.W.P.H. ENTERPRISES (AMERICAN
AMBULANCE) FOR AMBULANCE SERVICES**

WHEREAS, the City of Selma has been operating the ambulance service since 1991 when it was assumed from the Selma Hospital District; and

WHEREAS, when the complete ambulance service/operation was assumed, the City established the Ambulance Division within the Fire Department; and

WHEREAS, over the years the Ambulance Division has funded over one-half of the Fire Division's personnel costs thereby allowing for adequate staffing in the fire division; and

WHEREAS, the volume of ambulance related calls have increased to such a level that many times Ambulance personnel are out on calls and cannot respond to fire calls, if needed, leaving the citizens of Selma without proper fire coverage; and

WHEREAS, the City of Selma has determined that in order to serve its residents it is beneficial to the city to renew the contract with an outside agency (American Ambulance) to provide ambulance services, therefore providing funding for needed fire related services; and

WHEREAS, American Ambulance has provided ambulance service to the residents of Selma since 2011;

WHEREAS, American Ambulance has presented the City of Selma with a proposed agreement extending their contract, a copy of which is attached and incorporated as Exhibit A; and

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the foregoing recitals are true and correct.
2. That the City Council of the City of Selma hereby approves, and authorizes the Mayor to execute the Ambulance Services Agreement with K.W.P.H. Enterprises (American Ambulance) to be effective for a period of five years.
3. That the net revenues derived from providing ambulance services by the City of Selma through the agreement with K.W.P.H. Enterprises (American Ambulance) approved by this resolution, shall be used to fund and dedicated to funding the operations of the Selma Fire Department which shall be operated by the City of Selma during the three year term of the approved agreement with K.W.P.H. Enterprises (American Ambulance).

The foregoing Resolution was duly approved by the Selma City Council at a regular meeting held on the 16th day of January 2018 by the following vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Jim Avalos
Mayor of the City of Selma

ATTEST:

Reyna Rivera
City Clerk

AMBULANCE SERVICES AGREEMENT

BETWEEN

City of Selma

AND

**K.W.P.H. ENTERPRISES
dba, AMERICAN AMBULANCE**

_____, 2018

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AMBULANCE SERVICES AGREEMENT

THIS AGREEMENT made and entered into ____th day of _____, 2018, by and between the City of Selma ("SELMA") and, K.W.P.H. Enterprises dba, American Ambulance, a California corporation (AMERICAN). Performance of the parties' obligations under this Agreement, subject to the conditions and provisions hereinafter set forth, shall commence on May 1st, 2018.

WHEREAS, SELMA contracts with the County of Fresno to provide ambulance services within the City of Selma and surrounding area specifically defined as "Service Area", below.

WHEREAS, AMERICAN is authorized by the County of Fresno to provide ambulance services to persons throughout the County of Fresno; and

WHEREAS, SELMA desires to subcontract to AMERICAN for the provision of ambulance services required by SELMA's Fresno County ambulance contract in accordance with the terms, conditions, and provisions of this Agreement;

The parties therefore agree as follows:

1. DEFINITIONS.

Unless the particular provisions or the context otherwise requires, the definitions and provisions contained in this section shall govern the construction, meaning, and application of words and phrases used in this Agreement.

- a. "ALS" means Advanced Life Support as defined in California Health and Safety Code Section 1797.52.
- b. "Ambulance" means a vehicle that is specially constructed, modified, equipped or arranged, and operated for the purpose of transportation and/or transportation and emergency care of the sick, injured, convalescent, infirm, or otherwise incapacitated persons. Such vehicle shall conform to State mandate and shall be certified and permitted in accord with such mandate.
- c. "BLS" means Basic Life Support as defined in the California Health and Safety Code.
- d. "Council" means the City Council for the City of Selma.
- e. "AMERICAN" means K.W.P.H. Enterprises, (dba, American Ambulance), a

California corporation.

- f. "CCEMSA" means the Central California EMS Agency.
- g. "Contracted Paramedic Unit" means a specific Paramedic Unit assigned primarily to SELMA.
- h. "County" means the County of Fresno.
- i. "Cover Car" means a temporary Paramedic Unit provided to cover the Service Area.
- j. "Dispatch" means ordering the movement of an Ambulance to or from any location.
- k. "SELMA" means the City of Selma, California.
- l. "EMT-I" means an individual trained in all facets of basic life support according to standards prescribed by Division 2.5 of the Health and Safety Code and who has a valid certificate issued pursuant to Division 2.5 of the Health and Safety Code.
- m. "Paramedic" means an individual whose scope of practice to provide advanced life support is according to standards prescribed by Division 2.5 of the Health and Safety Code and who has a valid certificate issued pursuant to Division 2.5 of the Health and Safety Code.
- n. "Paramedic Unit" means the sum total of the ambulance, paramedic, EMT-I, and medical equipment.
- o. "Service Area" means Fresno County Response Zone G as defined in CCEMSA Policy 405.4.
- p. "Services" means providing emergency and non-emergency ambulance services, transport and non-transport ambulance services, scheduled or unscheduled ambulance services, and first aid services; including: advanced life support (ALS) paramedic ambulance services, and basic life support (BLS) ambulance services.

2. DUTIES OF AMERICAN.

- a. AMERICAN shall operate two (2) Contracted Paramedic Units in compliance with the policies, procedures, and protocols of Fresno County and CCEMSA. AMERICAN shall furnish and provide all services, equipment, and materials,

as are hereinafter set forth, in order to provide ground ambulance Services to persons within the Service Area in need thereof.

- b. AMERICAN shall furnish and/or manage ambulance dispatch services, field operations, personnel management and training, equipment maintenance, quality improvement monitoring, purchasing and inventory control, and related support services.
- c. AMERICAN shall provide two ambulance vehicles. A backup ambulance vehicle will be provided whenever a primary vehicle is unavailable due to maintenance or repair. AMERICAN shall maintain and repair the ambulances provided hereunder, including all fuel, oil, brake, tire, and other mechanical maintenance or repairs.
- d. AMERICAN shall furnish, maintain and replace as necessary on-board durable and non-durable medical equipment and medical supplies.
- e. AMERICAN shall furnish all durable and disposable ambulance inventory and supplies.
- f. AMERICAN personnel shall have responsibility for patient management during medical operations upon arrival on scene of a call for which they have been dispatched.
- g. AMERICAN shall participate actively in the medical audit process, provide special training and support to personnel found in need of special assistance to specific skill or knowledge areas, and provide additional clinical leadership by maintaining a current and extensive knowledge of developments in equipment and procedures throughout the industry. Where questions related to clinical performance are concerned, AMERICAN shall satisfy CCEMSA.
- h. AMERICAN shall maintain state and local vehicle permits and personnel certifications.
- i. AMERICAN shall allow Selma Fire Department paramedic firefighters to attend American's Advanced Cardiac Life Support and Pediatric Advanced Life Support courses free of tuition charges. SELMA shall pay for its firefighters' course materials and supplies.

3. QUALIFICATION OF AMERICAN.

AMERICAN shall at all times meet the requirements set forth by the California Highway Patrol, the County of Fresno, and CCEMSA. In the event of conflicting

statutes, ordinances or regulations, the statute, ordinance or regulation setting forth the most stringent requirements shall be adhered to.

4. SERVICE AREA.

The Contracted Paramedic Units shall provide Services upon dispatch to any location or incident within the Service Area as defined by this agreement.

5. OPERATION OF SERVICES BY AMERICAN.

It is agreed by AMERICAN and SELMA that CCEMSA has the authority to develop overall plans, policies, procedures, and protocols to assure that effective levels of medical transportation and emergency care are maintained within Fresno County.

- a. AMERICAN shall provide its Services in accordance with CCEMSA policies, procedures, and protocols.
- b. Ambulances purchased and designated for use in SELMA shall have color, decals and exterior design agreed upon by both parties, subject to requirements of CCEMSA policies.
- c. AMERICAN shall staff two (2) Contracted Paramedic Units which shall be available on call three hundred sixty-five days (or three hundred sixty-six days in leap years), twenty-four hours each day, to provide Services described in this Agreement to the Service Area.

6. PERSONNEL OF AMERICAN; STAFFING.

- a. Notwithstanding any other provision of this Agreement, the relationship between SELMA and AMERICAN is that of an independent contractor, and AMERICAN's employees are not employees of SELMA.
- b. AMERICAN's personnel assigned to SELMA shall wear uniforms designated by AMERICAN.
- c. AMERICAN's field personnel shall comply with all applicable regulations concerning vehicles, on-board equipment, and collection and recording of data. Certified personnel are prohibited by the laws, rules, and regulations which govern this system from operating equipment that is substantially out of compliance with system standards, as well as from falsifying data on reports (*e.g.*, trip tickets, dispatch records, incident reports, etc.).
- d. AMERICAN shall ensure its field personnel maintain personal professional responsibility concerning issues related to the delivery of patient care,

confidentiality and the accurate reporting of primary data.

- e. AMERICAN shall utilize reasonable work schedules, shift assignments, and provide adequate working conditions. AMERICAN shall utilize management practices which ensure field personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime do not work to an extent which might impair judgment, motor skills, or patient care.
- f. Because the Services to be provided hereunder are often rendered in the context of a highly stressful situation, AMERICAN and its employees shall maintain professional and courteous conduct. AMERICAN shall address and correct any departure from this standard of conduct.
- g. AMERICAN shall ensure all persons employed by AMERICAN in the performance of Services under this Agreement shall hold appropriate permits and certifications in their respective trades or professions.

7. HOUSING.

AMERICAN shall provide housing for its personnel while on duty under this Agreement. Such housing shall be located within the City of Selma as agreed to by the parties.

8. RECORDS.

AMERICAN shall promptly document, complete, and maintain a record of all ambulance dispatches and services rendered under this Agreement. AMERICAN shall complete and submit all forms and reports as required by the CCEMSA.

9. TERM OF AGREEMENT.

- a. Except as set forth below, and subject to the provisions and conditions contained in this Agreement, the term of this Agreement shall be for five (5) years, beginning on May 1, 2018 and continuing in full force and effect until 11:59 p.m. (local time) on April 30, 2023. The parties agree to engage in negotiations regarding a new Agreement or extension of the existing Agreement during the last four (4) months of this Agreement.
- b. Notwithstanding the above, either party may terminate this Agreement, at any time, for cause (i.e., material breach of Agreement) by following and

subject to the procedures set forth in paragraph 13, below.

10. SELMA COMPENSATION FOR SERVICES.

- a. As compensation for providing two Contracted Paramedic Units in SELMA in accordance with this Agreement, SELMA agrees to pay AMERICAN a monthly sum in accordance with the following schedule:

-May 2018 – April 2019: \$114,600.00 per month
-May 2019 – April 2020: \$120,000.00 per month
-May 2020 – April 2023: \$125,000.00 per month

SELMA may request additional ambulance services on an hourly basis beyond the two Contracted Paramedic Units. The hourly rate for additional Paramedic Units is \$120 per hour, calculated in 15-minute increments at \$30 per 15-minute increment.

- b. SELMA shall pay AMERICAN no later than the fifteenth (15th) day of the month in which the services are provided by AMERICAN without the necessity of AMERICAN to submit invoices to SELMA. All payments shall be remitted to AMERICAN at the following address:

American Ambulance
2911 East Tulare Street
Fresno CA 93721

11. PATIENT CHARGES.

- a. For Services rendered by the Contracted Paramedic Units, SELMA is responsible for establishing all billing policies and provision of ambulance billing services.
- b. For service provided by Cover Cars, AMERICAN shall retain for its own use all monies or payments collected, paid, derived, or otherwise.

12. INSURANCE.

- a. A liability policy shall be maintained by AMERICAN at all times during this Agreement, which shall provide combined bodily injury and property damage liability insurance to a total limit of \$2,000,000.00 for each occurrence. Such policy shall also name the SELMA as an additional insured.
- b. AMERICAN shall maintain at all times during this Agreement professional liability insurance in an amount not less than \$2,000,000.00 for any disability

or death arising out of any one incident. Professional liability insurance furnished under this policy shall be an "occurrence" type policy, rather than a "claims made" type policy. That is, as long as the incident occurred during the policy period, coverage shall be provided no matter when the claim is made, even if the claim is made several months or years after the actual event took place or after this contract has expired. A certificate of such insurance shall be on file with SELMA, and it shall name SELMA as additional insured.

- c. All liability policies shall contain a provision requiring that thirty (30) days written notice shall be given to SELMA prior to cancellation, modification, or reduction of the limits of AMERICAN's policy(s) by the insurer.
- d. Workers' compensation insurance shall be provided by AMERICAN protecting any and all employees of AMERICAN who will be assigned by AMERICAN to perform Services within the Service Area.
- e. AMERICAN shall maintain at all times during this Agreement an automobile insurance policy in an amount not less than \$2,000,000.00 for any one incident. Such policy shall also name SELMA as additional insured.

13. TERMINATION FOR CAUSE, MATERIAL BREACH OR DEFAULT.

- a. "Event of Default" means "just cause," namely, the material breach of this Agreement by AMERICAN or SELMA or their employees or agents. Within a reasonable time of learning of the occurrence of an Event of Default, the non-defaulting party shall give written notice ("Notice of Complaint") to the defaulting party specifying in reasonable detail the Event of Default. The defaulting party shall have sixty (60) calendar days from its receipt of a Notice of Complaint to cure the Event of Default in a reasonable manner or to take reasonable steps to so cure or rectify or remove or give reasonable assurances to the non-defaulting party that such Event of Default will be cured or rectified or removed within a reasonable period of time. In the event the defaulting party, fails to cure or rectify the breach, the non-defaulting party may (without limitation of any other remedies available to such non-defaulting party) terminate this Agreement by giving written notice of such termination ("Notice of Termination") to the defaulting party stating that this Agreement is terminated and the reasons therefore. In that event, said termination shall be effective upon receipt by the defaulting party of the written Notice of Termination.
- b. Either party may terminate this contract without cause by giving the other

party six (6) months written notice.

14. ENTIRE AGREEMENT OF THE PARTIES AND PARTIES BOUND BY AGREEMENT.

The parties hereby agree that this instrument contains the parties entire integrated agreement; that there are no prior oral or written agreements; that all of the terms of this Agreement are set forth herein; and that this Agreement shall be binding upon the parties hereto and upon their successors. No variation or modification of this Agreement and no waiver of any of its provisions or conditions shall be valid unless in writing and signed by both the Board of SELMA and by AMERICAN and attached hereto as an Addendum.

15. NO SUBCONTRACTING.

Notwithstanding anything to the contrary contained in this Agreement, this Agreement may not be assigned or transferred, or in any manner pledged or encumbered, voluntarily or involuntarily, by AMERICAN without the prior written consent of the Council.

16. INDEPENDENT CONTRACTOR STATUS OF AMERICAN.

It is stipulated that AMERICAN is an independent contractor. AMERICAN's independent contract status shall never be altered by any events.

17. DUTY TO DEFEND AND INDEMNIFY.

To the extent any claim is not fully covered by the insurance coverage set forth in paragraph 12 above, the parties agree that should either party to this Agreement be subjected to any loss, expense, claim, allegation, or damages as the result of the conduct of the other party in the performance of its obligations under this Agreement, the party whose conduct is complained of agrees to defend (with counsel of the other party's choice) the other party from the loss, expense, claim, allegation, or damages, and agrees to indemnify said party for any loss, expense, claim, or damage suffered as a result of the other's conduct.

18. HEADINGS.

The section headings used in this Agreement are intended for convenience only and are not to be used in interpreting this Agreement or in determining any of the rights of obligations of the parties to this Agreement.

19. AMBIGUITIES.

Each party and its counsel have participated fully in the review and revision of this

Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party do not apply in interpreting this Agreement.

20. WAIVER.

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless the writing so specifies.

21. ATTORNEY FEES.

In the event litigation is initiated to enforce the terms of this agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs, including expert witness fees.

22. GOVERNING LAW.

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement:

Date: _____

City of Selma

By: _____

Name: _____

Its: _____

Date: _____

K.W.P.H. Enterprises, dba American Ambulance
A California Corporation

By: _____

Name: Erik S. Peterson

Its: Chief Administrative Officer

City of SELMA Ambulance
Concept, Dec. 2017



ITEM NO: 7.

SUBJECT: Consideration and Necessary Action on Resolution Accepting Proposal of Gateway Engineering Inc., to perform GPS survey of entire City of Selma storm drain system.

DISCUSSION: The existing storm drain master plan was prepared in 2006. With the new development and completion of capital improvement projects that have occurred since that time, our storm drain master plan is now inaccurate and incomplete.

The State of California is requiring accurate mapping of the storm drain system in preparation of new requirements regarding trash removal from storm water discharges into State Waters. The mapping, as well as a plan for "complete removal" must be submitted to the State by December 2018.

Also, SKF is in need of the storm drain plats related to their regulatory requirements in case of a sewer breach, and has agreed to pay for 25% of the project costs. Gateway will contract with SKF directly.

Gateway's proposal is for time and materials, and is estimated to be between \$100,000 and \$125,000. Taking into account SKF's 25% share, the City's share of 75% would not exceed \$93,750.

The City is not required to obtain competitive bidding for engineering or other similar professional work. Additionally, the City Engineer, per their contract are afforded the first right of refusal for Selma infrastructure projects. In addition, the City Engineer provides services according to an existing contract, and all that is required is the Council's authorization to accept the City Engineer's proposal for this work, a copy of which is attached to the proposed resolution providing for that approval.

<u>COST:</u> (Enter cost of item to be purchased in box below)		<u>BUDGET IMPACT:</u> (Enter amount this non-budgeted item will impact this years' budget in box below – if budgeted, enter NONE).
\$93,750		None
<u>FUNDING:</u> (Enter the funding source for this item in box below – if fund exists, enter the balance in the fund).		<u>ON-GOING COST:</u> (Enter the amount that will need to be budgeted each year in box below – if one-time cost, enter NONE).
Funding Source: Storm Impact Fees Fund Balance: \$146,696		None

RECOMMENDATION:

Adopt Resolution Approving Proposal for City of Selma city-wide Storm Drain System As-Build by Gateway Engineering, Inc.


Henry Perea, Interim City Manager

01/12/2018
Date

We 
Henry Perea, Interim City Manager

and


Isaac Moreno, Finance Manager

do hereby agree that the funding for the above is correct and that enough funds exist to cover the expenditure.

RESOLUTION NO. 2018 - R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA
APPROVING AND AUTHORIZING ACCEPTANCE OF A PROPOSAL FOR
THE CITY OF SELMA CITY-WIDE STORM DRAIN SYSTEM GPS SURVEY**

WHEREAS, Gateway Engineering, Inc. currently serves as the City Engineer for the City of Selma; and

WHEREAS, the City is interested in pursuing a GPS survey of the city-wide storm drain system; and

WHEREAS, Gateway Engineering has proposed to perform the survey of the storm drain system on a time and materials basis for a maximum fee of \$93,750; and

WHEREAS, the survey of the city-wide storm drain system is necessary to meet requirements mandated by the State of California regarding trash removal from storm water discharges into State Waters.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The foregoing facts are true and correct.
2. The City Council hereby accepts and approves the attached December 12, 2017, proposal by Gateway Engineering, Inc., and authorizes the performance of that work by Gateway Engineering, Inc., and directs the payment on presentation of the monthly invoices based upon estimated percentage of completion of the work.

I, Reyna Rivera, City Clerk to the City of Selma do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Selma on January 16, 2017, by the following vote:

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

ATTEST:

Jim Avalos
Mayor of the City of Selma

Reyna Rivera
City Clerk of the City of Selma



December 12, 2017

Mr. Henry Perea
City of Selma
1710 Tucker Street
Selma, CA 93662

Subject: Professional Services Proposal
City of Selma Storm Drain As-built (City-wide)

Thank you for the opportunity to submit this proposal to provide civil engineering services for the above referenced project. Outlined below is a summary of our assumptions, our proposed scope of services, exclusions, schedule, and fee proposal.

Project Understanding

The existing storm drain master plan was prepared in 2006. Gateway Engineering has utilized the plan on multiple occasions and found that there is incomplete and inaccurate information. Additionally, several capital improvement projects and new development have occurred in the 11 years since the plan was created.

New requirements mandated by the State require the storm drain system to be accurately mapped as part of the process for evaluating means and methods to provide trash removal from storm water discharges into State Waters. The mapping, along with preparing a plan for "complete removal" must be submitted to the State within 12 months.

In addition to the State requirements, SKF has indicated that they are in need of the storm drain plats related to their regulatory requirements in case of a sewer breach. SKF has agreed to pay for 25% of the project costs. Gateway will contract with SKF directly.

Scope of Services

Gateway Engineering proposes to perform a GPS survey of the entire City of Selma storm drain system, including all manholes, drain inlets, and lift stations. Each structure will be located and manholes will be dipped to determine pipe sizes, flowline elevations, and direction to assist with the mapping process. We estimate that there are between 800 and 1000 drainage structures to be located and included in the map. The data will be incorporated into the City's GIS database and the map required for submittal to the State Water Board will be prepared for submittal.

Exclusions

This scope and fee proposal is specifically for the surveying and platting of the storm drain system. Work related to compliance with the State is not included and is anticipated to be performed during our normal hours at City Hall.

Schedule

We are prepared to begin work within 4 weeks upon receipt of a notice to proceed. Based upon the scope of this work and the coming wet season, the survey and mapping is anticipated to take approximately 5 months to complete.

Fee Proposal

Gateway Engineering, Inc. proposes to perform the above referenced design services on a time and materials basis. We anticipate that the project will cost in the range of \$100,000 to \$125,000. SKF has agreed to 25% participation in the cost of the project, leaving the City of Selma with a not to exceed budget of \$93,750.

We will invoice monthly based upon the actual time and materials expenditures utilizing the attached fee schedule. Until additional funding is identified, work and billings will be coordinated with the City Finance Department to insure availability of funds in the Storm Drain Impact Account or alternative funding source.

Thank you,

A handwritten signature in dark ink, appearing to read "Daniel K. Bond". The signature is stylized with a large initial "D" and a cursive "K".

Daniel K. Bond
RCE 57,133

GATEWAY

ENGINEERING, INC.

Fee Schedule

2017

<u>Employee Classification</u>	<u>Hourly Rate</u>
Senior Engineer	\$160 / hr
Senior Land Surveyor	\$150 / hr
Associate Engineer	\$135 / hr
Associate Land Surveyor	\$130 / hr
Staff Engineer	\$110 / hr
Engineering Tech	\$ 95 / hr
Land Surveying Tech	\$ 95 / hr
Assistant Engineering Tech	\$ 75 / hr
GIS Technician	\$ 65/ hr
Draftsperson	\$ 60 / hr
Clerical	\$ 60 / hr
Expert Witness	\$250 / hr
<u>Survey Crews</u>	<u>Hourly Rate</u>
One man crew w/robotic	\$150 / hr
One man crew w/GPS	\$175 / hr
Two-man crew w/robotic	\$225 / hr
Two-man crew w/GPS	\$250 / hr
<u>Survey Crews (Prevailing Wage)</u>	<u>Hourly Rate</u>
One man crew w/robotic	\$180 / hr
One man crew w/GPS	\$205 / hr
Two-man crew w/robotic	\$255 / hr
Two-man crew w/GPS	\$280 / hr
<u>Reimbursable Costs</u>	<u>Rates</u>
Reproduction	Cost
Transportation	\$0.60 / mile
Lodging and Meals	Cost
Shipping	Cost
Sub-consultants	Cost + 10%

Joan Ferrales

From: Isaac Moreno
Sent: Tuesday, December 12, 2017 4:52 PM
To: Joan Ferrales
Subject: RE: storm drain impact fee fund balance

\$146,696.80

From: Joan Ferrales
Sent: Tuesday, December 12, 2017 4:44 PM
To: Isaac Moreno <IsaacM@cityofselma.com>
Cc: Romeo Shiplee <RomeoS@cityofselma.com>; Daniel K. Bond (dan@gatewayeng.com) <dan@gatewayeng.com>
Subject: storm drain impact fee fund balance

Isaac –

I am working on a staff report & resolution for Gateway's proposal for GPS survey of the city-wide storm drain system - I need the balance in fund 405 for the staff report.

Thank you!

Joan

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

January 16, 2018

ITEM NO:

8.

SUBJECT:

Consideration and Necessary Action on Resolution Ratifying Agreement Between the City of Selma and the Fahrney Group and Selma Development Partners LLC, as Developer Concluded by Staff on January 4, 2018.

DISCUSSION: On February 1, 2010, the City Council approved the Rockwell Pond Commercial Project including an Environmental Assessment which imposed mitigation measures on the development with respect to the entirety of that development which was contemplated as 973,000 square feet of commercial uses on 94 acres North of Floral between Dewolf and Highway 99. On May 1, 2016, the City Council adopted a series of resolutions approving what is effectively Phase I of the larger Rockwell Pond Commercial Project known as the Selma Grove Project which includes the development of 35.88 acres within the Rockwell Pond Commercial Project which includes a proposed 102 room hotel, an auto dealership and 48,693 square feet of retail space and an additional 317,300 square feet of retail uses. In connection therewith, the Council adopted a Mitigated Negative Declaration (MND) which imposed certain mitigation measures on the entirety of the development known as the Selma Grove Project. Those mitigation measures are included in "Conditions of Approval" attached as an exhibit to the approved Mitigated Negative Declaration (No. 2016-0021) which are in essence reduced mitigation measures for the smaller portion of the Rockwell Pond Commercial Project known as Selma Grove.

Because of economic conditions and an urgent need to complete a portion of the Selma Grove Project consisting of the Toyota dealership operated by the Farhney Group the Selma Grove Project has progressed in phases with the Toyota Dealership being the first structure or improvement completed within the Selma Grove Project area. None of the proposed retail uses or the hotel have been commenced or completed.

The mitigation measures contained in the Conditions of Approval of the MND for Selma Grove are mitigation measures that are required to be completed upon the completion of all of the various commercial structures and uses within the 35.88 acres comprising the Selma Grove Project area. Improvements specific to the Site Plan for the Toyota Dealership have all been satisfactorily completed. Mitigation measures, primarily relating to traffic or street improvements off-site, are not required to be completed upon completion of the Toyota Dealership alone, but are intended to be completed only upon completion of most or all of the remaining commercial space within the project area.

The Toyota Dealership requires issuance of a Certificate of Occupancy in order to operate. Because many of the mitigation measures in the Conditions of Approval are to be triggered only upon completion of the entirety of the Selma Grove Project, Staff entered upon

negotiations with the developer to allow for issuance of a Certificate of Occupancy and to identify by a study those mitigation measures required to address impacts created by the construction and operation of the Dealership alone, without the additional hotel and retail uses. Staff entered into an agreement with the developer for issuance of the Certificate of Occupancy on condition that the mitigation measures so identified by the study to be paid for by the developer, needed to mitigate impacts from the Toyota Dealership alone will be completed and remaining mitigation measures deferred until other development takes place on the Phase I site, Selma Grove.

Staff is asking that the Council ratify the manner in which it has implemented the required mitigation measures solely for the Toyota Dealership by the making of this agreement for issuance of the Certificate of Occupancy.

RECOMMENDATION: Adopt resolution ratifying agreement for issuance of Certificate of Occupancy.

<u>/s/ Neal E. Costanzo</u>	<u>01/12/2018</u>
Neal E. Costanzo, City Attorney	Date
<u>/s/ Henry Perea</u>	<u>01/12/2018</u>
Henry Perea, Interim City Manager	Date

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SELMA RATIFYING
AGREEMENT FOR ISSUANCE OF A CERTIFICATE OF OCCUPANCY**

WHEREAS, the Selma Grove Project is Phase I of a larger project known as the Rockwell Pond Commercial Project which is the subject of a February 1, 2010, series of resolutions including a resolution approving site plan No. 2006-0008 and Environmental Assessment No. 2006-0008 with findings and conditions which include the certification of an Environmental Impact Report covering approximately 973,000 square feet of commercial uses on approximately 94 acres of land north of Floral Avenue between DeWolf Avenue and Highway 99. The Selma Grove Project includes the development of approximately 35.88 acres, within the Rockwell Pond Commercial Project, north of Floral Avenue and west of State Route 99 and includes a proposed 102 room hotel, an auto dealership with approximately 48,693 sq. of retail space, and an additional estimated 317,300 sq. ft. of retail uses. The Selma Grove Project is hereinafter referred to as the "Project"; and,

WHEREAS, in conjunction with the Project, an environmental review was conducted and a Mitigated Negative Declaration No. 2016-0021 was on May 1, 2016 (the "MND") which adopted those mitigation measures in the Mitigation Monitoring and Reporting Program referenced in Resolution No. 2016-22R (the "MMRP"). In addition, in conjunction therewith, the City adopted Conditions of Approval for Minor Modification 2007-0148 to Site Plan Review No. 2006-0008 (Selma Grove Fahrney Group (Toyota)) (the "Conditions of Approval"); and,

WHEREAS, the mitigation measures set forth in the MMRP are required to be implemented at various stages of original Rockwell Pond Commercial Project. In addition, the Conditions of Approval are required for development of the Project. However, not all MMRP requirements nor all Conditions of Approval were intended to be implemented prior to the issuance of a Certificate of Occupancy for the improvements and structures on the Property related to the auto dealership of approximately 46,693 sq. ft., which is only part of the Project (the "Dealership").

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The foregoing recitals are true and correct.
2. Staff has entered into an agreement with the developer of the Dealership for the phased completion of mitigation measures necessary for full development of the Selma Grove Project which is consistent with the overall intent of the MND for that project, and issuance of a Certificate of Occupancy for the Dealership.

3. The City Council has reviewed and hereby ratifies the Agreement for Issuance of a Certificate of Occupancy a copy of which is attached and incorporated as Exhibit A as a means of proper implementation of the mitigation measures prescribed by the MND with respect to the development of only the automotive dealership.

The foregoing Resolution was duly approved by the Selma City Council at a regular meeting held on the ____ day of, _____ 2018, by the following vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

JIM AVALOS
MAYOR OF THE CITY OF SELMA

ATTEST:

Reyna Rivera
City of Clerk of the City of Selma

AGREEMENT FOR THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY

THIS AGREEMENT, by, between and among the City of Selma, ("City") and Fahrney Group, and Selma Development Partners LLC (collectively "Developer") is entered into this 4th day of January, 2018.

RECITALS

WHEREAS, the Selma Grove Project is Phase I of a larger project known as the Rockwell Pond Commercial Project which is the subject of a February 1, 2010, series of resolutions including a resolution approving site plan No. 2006-0008 and Environmental Assessment No. 2006-0008 with findings and conditions which include the certification of an Environmental Impact Report covering approximately 973,000 square feet of commercial uses on approximately 94 acres of land north of Floral Avenue between DeWolf Avenue and Highway 99. The Selma Grove Project includes the development of approximately 35.88 acres, within the Rockwell Pond Commercial Project, north of Floral Avenue and west of State Route 99 and includes a proposed 102 room hotel, an auto dealership with approximately 48,693 sq. of retail space, and an additional estimated 317,300 sq. ft. of retail uses. The Selma Grove Project is hereinafter referred to as the "Project"; and,

WHEREAS, in conjunction with the Project, an environmental review was conducted and a Mitigated Negative Declaration No. 2016-0021 was on May 1, 2016 (the "MND") which adopted those mitigation measures in the Mitigation Monitoring and Reporting Program referenced in Resolution No. 2016-22R (the "MMRP"). In addition, in conjunction therewith, the City adopted Conditions of Approval for Minor Modification 2007-0148 to Site Plan Review No. 2006-0008 (Selma Grove Fahrney Group (Toyota), attached hereto as Exhibit "A" (the "Conditions of Approval"); and,

WHEREAS, the mitigation measures set forth in the MMRP are required to be implemented at various stages of original Rockwell Pond Commercial Project. In addition, the Conditions of Approval are required for development of the Project. However, not all MMRP requirements nor all Conditions of Approval were intended to be implemented prior to the issuance of a Certificate of Occupancy for the improvements and structures on the Property related to the auto dealership of approximately 46,693 sq. ft., which is only part of the Project (the "Dealership"); and,

WHEREAS, Developer has completed the Dealership portion of the Project and been issued a Temporary Certificate of Occupancy by the City; and,

WHEREAS, no improvements within the Project, Phase I, except the Dealership have been completed and, for that reason, many of the mitigation measures in the MMRP and the conditions in the approval of the MND are not yet required to be implemented; but, the City cannot issue a Final Certificate of Occupancy for the Dealership unless and until certain further mitigation measures intended by the MMRP

to be implemented/completed prior to the issuance of the Final Certificate of Occupancy for the Dealership have been completed by Developer; and,

WHEREAS, City and Developer desire to enter into an Agreement for the timely completion of the mitigating measures and/or conditions of development required by virtue of completion of the Dealership and the issuance of a Final Certificate of Occupancy for the Dealership portion of the Project.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements made herein, the parties hereto agree as follows:

AGREEMENT

1. Recitals Incorporated. The foregoing recitals are incorporated by this reference herein as though fully set forth at this point.
2. Responsibility for MMRP. Developer understands and agrees that, except for those matters that are acknowledged in Section 4 to have been satisfied with respect to the Dealership portion of the Project, and such additional items that Developer covenants to completed pursuant to Section 7 below, all mitigation measures identified in the MMRP remain requirements for further development of the Project. In addition all mitigation measures adopted for the Rockwell Pond Project in its entirety remain requirements for development of that project. Notwithstanding the foregoing, Developer reserves the right to request a Subsequent EIR, or other CEQA compliance document, which Developer shall pay for, to further evaluate the environmental impacts of the Project in order to modify, or further phase, those mitigation measures that were originally adopted in the MMRP for the purpose of implementing the original Rockwell Pond Commercial Project.
3. Development Conditions. Developer understands and agrees that, except for those matters that are acknowledged in Section 4 to have been satisfied with respect to the Dealership portion of the Project, the Conditions of Approval remain requirements for further development of the Project. The parties further acknowledge and agree that the reference in page 1 of the Conditions of Approval to "the conditions applied to Site Plan No. 2007-0148", is intended to reference solely the Conditions of Approval.
4. Certificate of Occupancy. City and Developer agrees that all mitigation measures in the MMRP and all Conditions of Approval that were intended to be required upon the completion of the Dealership portion of the Project have been completed, except those matters described in Section 7 below as determined by the Study referred to in Section 5 below. Unless altered by a new or subsequent environmental analysis for either the Project or the original Rockwell Pond Project, all mitigation measures in the MMRP and all Conditions of Approval remain as conditions of any further development with respect to the Project or the Rockwell Pond Project. The City further confirms that the requirements in Section 1 of the Conditions of Approval

that Site Plan 2006-0008, as modified by Minor Modification 2007-0148 be inaugurated within one (1) year of the approval thereof has been satisfied and the said Site Plan is no longer subject to automatic expiration.

5. Traffic Impact Study. City and Developer agree that Developer will assure completion of a Focused Traffic Impact Study for the Project (the "Study"). The Study will identify those aspects of the Traffic Mitigation Measures identified in the Conditions of Approval and MMRP that are necessary for implementation for the Dealership portion of the Project to avoid significant environmental impacts associated with the Dealership portion of the Project (the "Dealership Traffic Mitigations"). The Study shall further identify those additional aspects of the Traffic Mitigation Measures identified in the MMRP that are necessary for implementation of the additional elements of the Project (which for clarification no longer includes the entirety of the Rockwell Pond Commercial Project that was the basis for the Traffic Mitigation Measures identified in the MMRP) (the "Reduced Project Traffic Mitigations").
6. City Review. Developer agrees that the Study will be conducted in a manner approved by City, and Developer will reimburse City for the Study as the Parties may agree to in a separate agreement and that the Study will be reviewed by the City and/or the City's Engineer who will determine what, if any, changes, modifications, or additions will be made to the Study.
7. Completion of Dealership Traffic Mitigations. Developer covenants to timely complete those Dealership Traffic Mitigations that are identified in the Study.
8. Final Certificate of Occupancy. City agrees that, based on the assurance provided by this Agreement for timely completion of the Study and the implementation of traffic mitigations required for the Dealership based upon the findings of the Study, the City will issue a Final Certificate of Occupancy to the Developer for the Dealership upon execution of this Agreement.
9. Evaluation of Reduce Project Traffic Mitigations. City agrees to use the Study's evaluation and recommendations concerning the Reduced Traffic Mitigations to determine whether a Subsequent EIR or other CEQA compliance document, is needed to modify the Traffic Mitigations currently included in the MMRP, at such time as a further application for such evaluations are made by the Developer.
10. No Waiver. Developer understands and agrees that by the issuance of the Final Certificate of Occupancy for the Dealership, the City is not waiving any of the requirements of the MMRP or Conditions of Approval for this Project.
11. Further Permits. Developer understands and agrees that City will not issue any additional building permit(s) or other entitlements related to the Project unless and until all of the requirements of the MMRP and all Conditions of Approval, as currently

exist or as they may be modified pursuant to the results of the Study, are completed as required.

12. Remedies for Breach. Developer understands and agrees that failure to conduct the Study in a timely manner, and failure to complete the identified Dealership Traffic Mitigations shall be a breach of this Agreement and in the event of such breach, the City shall be entitled to revoke the Final Certificate of Occupancy and/or revoke or deny any building permits related to the Project in addition to any other remedies the City may have at law.

13. General

- A. Disclosure: Developer agrees for itself and all subsequent Developers of the property included within Site Plan 2006-008 (as modified by Minor Modification 2007-0148) (the "Property"), or parties who shall acquire any or all of the Property, or an interest therein, to disclose the existence of this Agreement.

- B. Assignment Prohibited: The rights, duties and obligations of this Agreement shall not be assigned or delegated by Developer without the prior written consent of the City in its sole discretion. Any assignment to which City has not consented shall be null and void. Upon any attempt at assignment in violation of this Agreement, all fees that have been deferred shall be immediately due and payable. Except as provided expressly in this Section, this Agreement shall inure to the benefit of and shall be enforceable against all successors in interest.

- D. Severability: The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

- E. Entire Agreement. This Agreement, and the Exhibit attached hereto, represent the entire agreement between the parties in connection with the transactions contemplated hereby and the subject matter hereof and this agreement supersedes and replaces any and all prior and contemporaneous agreements, understandings and communications between the parties, whether oral or written, with regard to the subject matter hereof. There are no oral or written agreements, representations or inducements of any kind existing between the parties relating to this transaction which are not expressly set forth herein. This Agreement may not be modified except by a written agreement signed by both Developer and City.

- F. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, administrators, successors in interest and assigns.

G. Waiver. No waiver by any party at any time of any breach of any provision of this Agreement shall be deemed a waiver or a breach of any other provision herein or a consent to any subsequent breach of the same or another provision. If any action by any party shall require the consent or approval of another party, such consent or approval of such action on any one occasion shall not be deemed a consent to or approval of such action on any subsequent occasion or a consent to or approval of any other action.

H. Captions and Headings. The captions and Section numbers appearing in this Agreement are inserted only as a matter of convenience and do not define, limit, construe, or describe the scope or intent of this Agreement.

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

J. Governing Law. This Agreement has been prepared, negotiated and executed in, and shall be construed in accordance with, the laws of the State of California. Any action or proceeding relating to or arising out of this Agreement shall be filed, if a State action, in the Superior Court of the State of California for the County of Fresno, or if a Federal action, in the United States District Court for the Eastern District of California.

K. Attorney's Fees. If either party named herein brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action (or proceeding), on trial or appeal, shall be entitled to its reasonable attorneys' fees to be paid by the losing party as fixed by the Court.

L. Time of Essence. Time is of the essence with respect to all matters contained in this Agreement.

M. Date of Agreement. All references in this Agreement to "the date of this Agreement" or "the date hereof" shall be deemed to refer to the date set forth in the first paragraph of this Agreement.

N. Invalidity of Any Provision. If any provision (or any portion of any provision) of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction under present or future laws effective during the term of this Agreement, the legality, validity, and enforceability of the remaining provisions (or the balance of such provision) shall not be affected thereby.

O. Drafting of Agreement. Developer and City acknowledge that this Agreement has been negotiated at arm's length, that each party has been represented by independent counsel and that this Agreement has been drafted by both parties and no one party shall be construed as the draftsman,

P. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of Developer and City and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

"CITY"

Dated: 1-4, 2018

City of Selma, a Municipal Corporation

By: HENRY PEREA Interim City Mgr
{Name and title Printed}

Henry Perea
{Signature}

"DEVELOPER"

Dated: 1-4, 2018

Fahrney Group

By: GERALD FAHRNEY Pres
{Name and title Printed}

Gerald Fahrney
{Signature}

Dated: JAN 4, 2018

Selma Development Partners LLC

By: CLIFFORD TITELIAN, Partner
{Name and title Printed}


{Signature}

EXHIBIT A
CONDITIONS OF APPROVAL

ATTACHMENT 'A'
CITY OF SELMA
CONDITIONS OF APPROVAL
For Minor Modification 2007-0148 to Site Plan Review No. 2006-0008
Selma Grove
Fahrney Group (Toyota)

The construction of a Toyota Dealership, but at the recommendation of the County Assessor, the Phase 1 project includes an entire assessor's parcel (APN 348-191-6s).

The Rockwell Pond Commercial Project has been renamed "Selma Grove" and is a planned regional shopping center to be located on property north of Floral Avenue and west of SR 99.

The site plan has been revised to reflect a smaller site footprint and the land uses now proposed in the Phase 1 Annexation Project are:

Table 2: Phase 1 Annexation Project – Revised Selma Grove Site Plan Land Uses

Land Use (Regional Commercial)	Acres +/-	Estimated Sq. ft. (approximate – if known)
Hotel (102 rooms)	2.85	--
Toyota auto dealership	5.28	48,693 sf
Two Anchor Stores	--	196,900 sf
General Retail	--	120,400 sf
TOTALS (approximate)	35.88 acres	361,300 sf**
** This total does not include the proposed hotel.		

Further site preparation includes construction of landscaping and irrigation system, existing on-site utilities such as water, sewer, electrical, natural gas, storm drainage, and related improvements.

The entire site plan development is subject to the conditions outlined herein and the conditions applied to Site Plan No. 2007-0148. Failure to comply with these conditions of approval shall be grounds for revocation of this Site Plan. Additional conditions will be placed on all future submittals. All final inspections to ensure compliance with the conditions shall be conducted prior to the issuance of a Certificate of Occupancy.

Planning Division

1. The Site Plan and Architectural elevations shall be inaugurated within one (1) year of the approval and shall expire automatically. The site plan shall be considered

inaugurated when building permits are issued and 25% of the above ground construction has been completed.

2. Minor changes to the approved site plan that do not affect the intent or major design considerations may be approved administratively by the Community Development Director/Planning Director. No expansion of uses is permitted which would cause a greater impact than that which was analysis in the initial study.
3. The applicant shall sign the "Acknowledgement and Acceptance of Conditions" form prior to issuance of the building permits.
4. Approval of this project does not exempt the project from compliance with all applicable sections of the Zoning Ordinance, Engineering, Public Works Improvement Standards and other City Ordinances or the payment of any fees.
5. All conditions of approval listed herein by the City of Selma shall be contained and or attached to the submitted for Building Permits.
6. No occupancy of any building and/or structure shall be permitted, which is not in compliance with approved plans except upon specific review and approval of any "as built" modifications by the authorizing City body (City Council, Planning Commission, Community Development Department, or other appropriate city departments). Phased occupancy of the project shall be coordinated through the Community Development Department. Temporary occupancies may be granted once the site is "safe" for the general public.
7. Landscaping shall be maintained in a healthy, weed-free condition at all times and shall be designed with efficient irrigation practices to reduce runoff, promote surface filtration, and minimize the use of fertilizers and pesticides, which can contribute to runoff pollution. The owner's representative shall inspect the landscaping on a monthly basis and any dead or dying plants and trees shall be replaced within ten days of the inspection. The Developer or successor in interest shall furnish and install new water service and cross connection/backflow preventer assemblies, including water meter and meter boxes for commercial uses, landscape uses and fire service lines. Each lot within development shall require separate services.
8. The irrigation system must be maintained in an operational condition, including replacement of missing or damaged sprinkler heads and timing equipment is to be set in accordance with City watering policies. All landscaping and irrigation systems must be installed according to the approved landscape plans before the final certificate of occupancy issuance.

9. Developer or successor in interest shall use drought tolerate landscaping using misting water conversation methods. Landscape plan must be submitted and approved by the Community Development Department.
10. All construction debris must be removed from the site prior to opening the business to the public or the issuance of a Certificate of Occupancy or Temporary Certificate of Occupancy.
11. During the site construction, Floral Avenue fronting the project shall be kept clear of any fences, construction or landscaping debris and shall not be used as a storage area for equipment, materials, or other items. All construction debris must be removed from the site and adjacent properties prior.
12. The site plan shall incorporate elements including the location of a public transit stop, bicycle racks, walls and signage must be submitted to the Community Development Department for final approval before building permits may be issued. The public transit stop shall provide for the installation of one bus shelter acceptable to the City. Bicycle racks must be installed, size and location to be determined by the Community Development Department.
13. The Developer or successor in interest shall designate, in writing before starting work, an authorized representative who shall have complete authority to represent and to act for the Developer. Said authorized representative or his designee shall be present at the site of the work at all times while work is actually in progress on the development. During periods when work is suspended, arrangements acceptable to the City Building Official shall be made for any emergency work, which may be required.
14. The applicant shall comply with requirements for addressing the building. The size of the numbers shall be a minimum of twelve (12) inches. This premise's address shall be clearly visible from Floral Avenue. Address location shall be determined and approved by the Fire and Police Departments. The permanent address sign shall be placed on the site before occupancy. A temporary address shall be posted at the start of construction on a sign adjacent to the curb cut or driveway.
15. All roof-mounted mechanical equipment and any satellite dish shall be screened from ground-level view from the property lines by a parapet wall or shall be placed in equipment wells so that the equipment is not visible. Downspouts shall not be visible. All pipes, gutters, and chases attached to the building wall shall be painted a similar or complementary color to the existing wall that the item is attached.
16. The backflow device and/or electrical transformers must be screened with landscaping pursuant to Document No. 063422 Landscape Screen for Pad-

Mounted Transformer (PG & E Electric and Gas Service Requirements – Green Book). The proposed screening shall be submitted and approved by the Community Development prior to the issuance of building permits. No above-ground transformer is permitted on the required sidewalk with the public right-of-way.

17. Refuse/trash/recycling enclosures shall be provided in locations shown on the site plan in accordance with the City standards listed and detailed in the City of Selma Commercial and Industrial Development Manual. The enclosure is to be architecturally compatible with the approved buildings.
18. The proposed development on the site shall participate in the City's recycling program and shall locate recycling bins within the proposed enclosures. The refuse gates must be kept closed and remain closed unless in use. Outside storage and/or equipment enclosures are not permitted.
19. The Developer and or successor shall submit a master sign plan to be reviewed and approved by the Community Development Director. If an electrical reader board sign is proposed, the developer and or successor must apply for a Conditional Use Permit, pursuant to Selma Municipal Code, Title XI, chapter 28, section 6.2 (13)II. Signage for the site shall be in accordance with an approved master sign plan for the entire subject property. Signs shall be in compliance with the provision of the Selma Municipal Sign Ordinance with regard to the number of permitted signs, sign type. Size height and locations. Signs require the submittal of a sign application, fees and approval by the Community Development Department prior to installation.
20. All exterior architectural elements not submitted must be reviewed and approved by the Community Development Department. Details on the plans must be finished in a style and in materials which are in harmony with the approved exterior of the building. If exposed painted or unpainted metal is use the Developer and or successor must apply for a Conditional Use Permit, pursuant to Selma's Northwest Specific Plan Policy No. 304-05:2:00.
21. The Developer or successor in interest shall maintain in good repair all building exterior walls, lighting, trash enclosure, drainage facilities, driveways and parking areas. The premises shall be kept clean and any graffiti painted on the property shall be reported to the Police Department and removed within 24 hours of occurrence.
22. An on-site exterior lighting plan shall be reviewed and approved by the Selma Police Department and Community Development Department. Lighting elements shall be recessed into their fixtures to prevent glare. Exterior lighting shall be treated so as to have a sharp cut-off feature near property lines and not to illuminate adjacent properties. On-site light standards shall not exceed twenty feet (20') in height. Perimeter lighting shall include illumination of parking

areas, loading docks, and driveways. Perimeter lighting shall include illumination of parking areas, loading areas, and driveways.

23. The parking lot must be signed and striped in accordance with City standards. Signing and striping shall also include the following as required by the City Engineer:
- a. Marked handicapped spaces;
 - b. Installation of stop signs at the drive approaches to the public street and main private thoroughfares;
 - c. Marked compact spaces;
 - d. Marked driveways and drive thru routes;
 - e. Marked employee parking;
 - f. Marked van pools;
 - g. Drive isle centerline striping.
24. Five working days prior to any use of the project site, or business activity being conducted, finalization of the building permit, certification of occupancy application is to be submitted to determine that all conditions of approval contained herein are completed to the satisfaction of the City.

Building Division

25. Specific measures shall be incorporated into the building design to reduce energy consumption and indirect area source emissions. These measures may include use of motion sensitive lighting fixtures, solar or low-emission water heaters and central water heating systems, building orientation to take advantage of solar heating and natural cooling.
26. The Developer or successor in interest shall comply with all applicable requirements and sections of the most recent State adopted California Uniform Codes and regulations as required. The project shall exceed Title 24 energy saving measures.
27. The Developer or successor in interest shall provide all necessary construction and building plans for review and approval by the Building Official, and pay all required building fees. All required building permits and inspections shall be obtained prior to the issuance of a Certificate of Occupancy and commencement of operations.
28. The site and all facilities shall be fully accessible to the disabled, in accordance with Federal, State and local law. This includes handicapped parking, ramps, and grades and so on. Plans must be stamped by a CASP certification prior to submittal.

29. No building or structure shall be used or occupied, and no change in the existing occupancy classification of building or structure or portion thereof shall be made until the Building Official has issued a Certificate of Occupancy or Temporary Certificate of Occupancy. The Developer or successor in interest will pay for any additional inspectors or services required by the City to complete the project.

Engineering Division Need block wall requirement

30. The design and construction of all off-site improvements shall be in accordance with City standards and construction specifications. These off-site improvements shall be determined by the City Engineer to include improvements on the project street frontage and fair share of the traffic signal to be added east of project site per the Geometric Approval Drawing.
31. The Developer or successor in interest shall enter into an agreement for the payment of fair share of off-site improvements, with costs based upon actual construction costs for the improvements required as a result of a Developer provided Geometric Approval Drawing prepared by a licensed civil engineer and approved by the City Engineer. The Developer or successor in interest shall furnish to the City acceptable security to guarantee the construction of the off-site street improvements pursuant to determination by the City Engineer.
32. The Developer or successor in interest shall construct fencing along State Route 99 with solid decorative constructed pilaster columns with a maximum spacing of twenty feet (20") and decorative chain link fencing. The materials shall be decorative block such as brick or split faced concrete block with textured block accents.
33. All proposed street right-of-way modifications as shown on site plan shall be dedicated to City as public right-of-way. Any alterations of existing utilities shall be the responsibility of the Developer or successor in interest
34. All new easements for public utilities shall be recorded as necessary prior to the issuance of the building permits for the proposed buildings. No portion of the buildings shall be located in a public utility easement. All easements of record shall be accurately shown on the property improvement plans clearly depicting the relationship of easements to property improvements and property lines. The Developer or successor in interest shall record a cross access and parking agreement on each parcel at the recording of the Final Map.
35. The Developer or successor in interest must comply with the City of Selma Engineering/Public Works Standards and Specification requirements. Any deviation from said standards and specifications must be approved by the City Engineer prior to construction.

36. All new and existing electrical boxes, control boxes, and other equipment boxes (excluding traffic control) located along the project's street frontage shall be painted consistent with the building's colors. Prior to painting, the boxes are to be treated with an etching primer (zinc chromate) or equivalent. No above-ground transformer is permitted and all existing overhead and new utility facilities located on-site, or within the street rights-of-way adjacent to this project site shall be undergrounded.
37. The Developer or successor in interest shall comply with the requirements of the Pacific, Gas and Electric Company (P. G. & E.), SBC. The City shall not accept first submittals without proof that the Developer or successor in interest has the appropriate utility approval. The Subdivider shall construct a solid decorative six (6) foot masonry block wall on Dockery Avenue adjacent to Lots 1, 26, 35, 44, 85, 97, 103 and 114, consistent with the wall pattern on the west side of Dockery Avenue. The Subdivider shall submit design details for the type and style of the wall to the Community Development Department and the Engineer for review and approval by the City Council prior to the approval of the Final Map. The wall shall include constructed pilaster columns with a maximum spacing of twenty feet (20') o.c. The materials shall be of decorative block such as brick or split faced concrete block with textured block accents.
38. The Developer or successor in interest shall provide a dedication for a ten foot (10') public utility easement along all frontages of the lot as deemed necessary by the Engineer and the public utilities companies.
39. All public and private improvements consisting of sanitary sewers, storm water systems, water mains, street medians, concrete curbs, gutters, sidewalks, planting landscape strips, wheelchair ramps, street lights, traffic signals, site grading, transitions and marking, signage, and pavement surfacing and all other improvements shall be installed in accordance with City of Selma construction standards and specifications currently in effect and as approved by the City Engineer.
40. The Developer or successor in interest shall comply with, and be responsible for obtaining encroachment permits from the City of Selma for all work performed within the City's right-of-way. Acceptable security shall be furnished to the City to guarantee the construction of the off-site street improvements in accordance with local and State regulations.
41. Monuments shall be set as required by City standards and by the City Engineer.
42. The Developer or successor in interest shall submit to the City Engineer, a set of construction plans on 24" x 36" sheets and electric copy (PDF, CAD) with City standard title block for all required improvements (the Improvement Plans'). The Improvement Plans shall be prepared by a registered civil engineer, and shall include a site grading and drainage plan and an overall site utility plan showing

locations and sizes of sewer, water, irrigation, and storm drain mains, laterals, manholes, meters, valves, hydrants, other facilities, etc. Plan check and inspection fees per City of Selma shall be paid with the first submittal of said Improvement Plans. All Improvement Plans shall be approved by the City and all other involved agencies prior to the release of any development permits.

43. The Selma City Engineer shall be contacted for an inspection prior to final inspection and Certificate of Occupancy.
44. The drainage/site improvement plan for the development shall be prepared by a registered civil engineer for review and approval by the City Engineer prior to the issuance of building permits. The Developer or successor in interest shall be responsible for the preparation of plans. The Developer or successor in interest shall provide preliminary soils report and pay for compaction tests. A copy of the final soils report and compaction test results shall be provided to the Selma Engineering Division. The Developer or successor in interest shall construct storm drainage facilities, as deemed necessary by the City Engineer to service the project site, and any future development on the property.
45. That within twenty (20) calendar days after all improvements have been constructed and accepted by the City, the Developer or successor in interest shall submit to the City of Selma Engineering Division one (1) reproducible and one (1) blue line copy of the approved set of construction plans revised to reflect all field revisions and marked "AS-BUILT" for review and approval. Upon approval of the "AS-BUILTS" by the City, the Developer or successor in interest shall provide (1) reproducible and (1) copy of the "AS-BUILTS" to the City, and one (1) copy on diskette, CD or similar digital storage media in pdf or tif format or CAD.

Fire Department

46. All underground fire service lines will be inspected before covering. To include the underground flush test and thrust block inspection. Both inspections can be done simultaneously.
47. FDC will be no further than 25' from closest hydrant.
48. FDC will have Knox caps installed.
49. Fire hydrant protection posts shall be installed at all fire hydrants that are subject to vehicle damage.
50. When a job shack or mobile office is provided, there shall be a least one portable fire extinguisher with a minimum classification of 4A40BC available.

51. Fire hydrants and water supply systems of California Water Company shall be provided in accordance with the specifications of and at locations designated by the Selma Fire Chief. All fire hydrants and mains are to meet City standards and specifications.
52. The water lines and fire hydrants shall be of sufficient capacity for fire protection as well as domestic supply with the necessary fire flow for the proposed development. The fire hydrants must flow at a minimum 2000 gpm at 20 psi. Fire hydrant protection posts shall be installed at all fire hydrants that are subject to vehicle damage.
53. The building plans shall be reviewed and approved by the Fire Department to make an adequate additional fire protection determination.
54. A pumper connection (Fire Department Connection) shall be installed at the location determined by the Fire Department.
55. Automatic fire sprinkler systems shall be installed as per NFPA 13 in all building five thousand (5,000) square feet and over. Sprinkler plans must be submitted for the proposed buildings, and approved by the Fire Department before issuance of building permits. A plan check review fee will be required for review of the plans. Additional fire protection may be identified per UFC Article 81 and required upon review of the building plans upon termination of the occupancy. Any alternative to the required fire protection systems proposed by the Developer or successor in interest must be reviewed and approved by the Fire Department.
56. Fire Extinguishers must be mounted and/or recessed in cabinets where required by the Fire Department. The City Fire Department shall determine the size, type and location. When a job shack or mobile office is provided, there shall be a least one portable fire extinguisher with a minimum classification of 4A40BC available.
57. All weather access shall be provided to all areas of the development during construction to a minimum of twenty (20) feet in width, and shall have an unobstructed vertical clearance of at least thirteen feet, six inches (13'6"), and shall be capable of supporting the imposed load of fire apparatus weighting at least 20,000 pounds.
58. Prior to activation of the automatic fire sprinkler system, a sufficient number of approved portable fire extinguishers, as specified by the Fire Chief, shall be provided at the construction site.
59. Key box system shall be installed. Placement to be determined by the Selma Fire Department (application can be obtained through fire inspector).

60. The Developer and or successor must comply with California Fire Code Chapter 14 section 1401-1407 of 2007 CFC. A Fire Access Road shall be maintained and shall be a minimum of 20' wide.
61. The words "NO PARKING FIRE LANES" Shall be painted in contrasting color (white) and shall be marked in 50' intervals in 3 inch letters on designated curbs.
62. Entrance Signs – This sign shall be placed on every entrance and be a minimum of 17 inches by 22 inches in size and have the lettering a minimum of 1-inch stating:
- a. NO PARKING IN FIRE LANES
 - b. WARNING - VEHICLES STOPPED, PARKED, OR LEFT STANDING
 - c. WILL BE IMMEDIATELY REMOVED AT OWNER'S EXPENSE
 - d. CONTACT- SELMA POLICE DEPARTMENT – (559)896-2525
 - e. 22658.2(b) CVC
63. The Developer or successor in interest shall comply with all applicable requirements and sections of the most recent California Uniform Fire Codes and local fire ordinances.
64. A permit from the Selma Fire Department must be obtained for all storage tanks that contain any hazardous or flammable materials.
65. All hazardous materials are to be stored in accordance with the most recent adopted California Uniform Fire Codes and local fire ordinances. The storage methods and procedures used in handling and using all chemicals on site shall be according to all local, state and federal standards and all personnel protection and OSHA required. The Emergency Contingency Plan must be updated annually and a copy of the revised plan submitted to the Fire Department.
66. The automatic fire sprinkler system shall be monitored through a central alarm station. Fire alarm pull stations shall be installed to initiate a fire alarm signal per NFPA 72-1999 (Section 3-8.3.1.2). in locations determined by the Fire Department.
67. A State Fire Marshall approved and listed fire alarm system must be installed per building/fire codes.
68. All fire protection systems are to be installed and operational prior to issuance of a Certificate of Occupancy or Temporary Certificate of Occupancy.
69. Additional fire protection may be identified and required upon review of the building plans upon determination of the occupant. The Selma Fire Department shall be contacted for a safety inspection prior to final inspection and Certificate of Occupancy.

Police Department:

70. The Developer or successor in interest shall provide security cameras on the site with the design specification and placement location approved by the Selma Police Department. The Developer or successor in interest shall provide the Selma Police Department with additional storage capacity in the amount of one Terabyte.
71. In addition to the review of the on-site exterior lighting plan, potential access to the roof, anti-graffiti measures and required on-site enforcement signage shall be reviewed and approved by the Selma Police Department and Community Development Department.
72. Dealerships need some sort of gate to prevent access to the roof where cars are parked after hours. Roof needs a minimum of a 3 foot high retaining wall where the cars are parked.

CITY ATTORNEY – Defense and Indemnification Provisions

73. The City shall not be liable to the Developer/Successor in Interest or to any other person, firm, or corporation whatsoever, for any injury or damage that may result to any person or property by or from any cause whatsoever in, on, or about the project of said land covered by this Agreement, or any part thereof. The preceding sentence shall not apply to any liability, loss, cost of damages caused solely by the negligence (active or passive) or willful misconduct of the City or its agents.
74. The Developer/Successor in Interest hereby releases and agrees to indemnify and hold the City, and its officers, agents, employees and volunteers harmless from and against any and all injuries to and deaths of persons or injuries to property, and all claims, demands, costs, loss, damage and liability, howsoever the same may be caused and whensoever the same may appear, resulting directly or indirectly from the performance or nonperformance of any or all work to be done in said project including but not limited to the street lights of way in said project and upon the premises adjacent thereto pursuant to this Agreement, and also from any and all injuries to and deaths of persons and injuries to property or other interests, and all claims, demands, costs, loss, damage, and liability, howsoever same may be caused and whensoever same may appear, either directly or indirectly made or suffered by the Developer/Successor in Interest, the Developer's agents, employees, and subcontractors, while engaged in the performance of said work. The preceding sentence shall not apply to any

liability, loss, cost, damage and liability caused solely by the negligence (active or passive) or willful misconduct of the City or its agents.

Selma-Kingsburg-Fowler County Sanitation District

75. The District can and will serve this project via the City of Selma Collection System. Sewer connection to the public sewer system will be done in accordance with the District's Collection System Standards. The District will require a sewer connection permit evaluation.
76. The Developer or successor in interest is to submit a detailed set of improvement plans; sewer connection permit fees are applicable. Developer must complete a Commercial User Questionnaire. ' The Developer or successor in interest is responsible for submitting a detailed set of floor and plumbing plans for a sewer connection permit evaluation and must complete a Non-Residential Questionnaire and submit the completed form to the District office.
77. The Developer or successor in interest is responsible for arranging a pre-design meeting with District staff and the City of Selma in order to review the sewer improvements required to serve this project's needs.
78. The installation of the grease interceptors will be according to S-K-F and City requirements.

California Water Service Company (Cal Water)

79. The Developer or successor in interest shall connect and comply with all regulations, standards and specifications of the Company, ordinances, and the rules of the California Water Resource Control Board.
80. Whether one master water meter or individual water services for each unit, the Developer or successor in interest shall contact Cal Water to ensure that the services are properly sized. The Developer or successor in interest shall furnish and install new water service and cross connection/ backflow preventer assemblies, including water meter and meter boxes for domestic uses, landscape uses and fire service lines.
81. In order to provide service for domestic use and fire protections, a main extension and easements may be required. California Water Service Company will extend its mains to serve this development in accordance with the main extension rules of the Public Utilities Commission of the State of California. If and when the Developer or successor in interest has entered into an agreement with the Company and has deposited the estimated cost of making the extension, the

Company will install the necessary water mains and serve the project with water at the rates and in accordance with the rules and regulations of the Commission.

82. The Developer or successor in interest would need to submit improvement plans to Cal Water stamped with the appropriate fire flow requirements for fire hydrants and/or fire services from the regulation Fire Department agency. Once the improvement plans are received, Cal Water will design the water system to meet the required fire flows and domestic water needs. Services for the existing buildings may have to be abandoned and should be completed prior to demolition.

Selma Unified School District

83. Developer or successor in interest must contact School District and pay all applicable fees at the time of building permit issuance.

Consolidated Mosquito Abatement District (CMAD)

84. The Developer or successor in interest shall refer to the CMAD suggested rules and mitigation measures to reduce pollutants.
85. The Developer or successor in interest shall comply with all applicable improvements and upgrades as per the rules and regulations of the Consolidated Irrigation District.

Consolidated Irrigation District (CID)

86. The Developer or successor in interest shall comply with all applicable improvements and upgrades as per the rules and regulations of the Consolidated Irrigation District. All improvement plans which impact CID facilities must be signed off by CID Engineers.

Selma Disposal and Recycling

87. Nothing other than the City refuse/recycling bins shall be stored or kept in said enclosures. The Developer or successor in interest shall provide additional enclosure space if on-site enclosure is determined to be insufficient. Additional enclosure location shall be reviewed and approved by the Community Development Department. Refuse/trash/recycling enclosures shall be provided in locations shown on the site plan in accordance with the City standards listed and detailed in the City of Selma Commercial and Industrial Development Manual. The enclosure is to be architecturally compatible with the approved buildings. The refuse enclosure gates must be kept closed and remain closed unless in use.

88. The proposed development on the site shall contract with the Selma Disposal participate in the City's recycling program and shall locate recycling bins within the proposed enclosures.
89. Minor changes to the approved trash/recycling enclosure locations that do not affect the intent or major design considerations may be approved administratively by the Community Development Director.

San Joaquin Valley Unified Air Pollution Control District

90. The Developer or successor in interest shall contact the San Joaquin Valley Unified Air Pollution Control District and complete all appropriate applications required by the District and provide the City with approved copies. Developer or successor in interest shall complete all approved mitigation measures recommended by the Mitigated Negative Declaration.
91. The Developer or successor in interest shall comply with all District rules and mitigation measures to reduce pollutants.
92. The Developer or successor in interest shall include the following specifications in construction contracts to reduce ozone precursor emissions generated by construction activities:
- a. Asphalt paving within the plan area shall comply with the specifications of SJVAPCD Rule 4641, which restricts the use and manufacture of cutback, slow-cure, and emulsified asphalt paving materials. This rule would reduce ROG emissions from this construction-related emissions source;
 - b. The construction grading plans shall include a statement that work crews will turn off equipment when not in use;
 - c. The construction contract shall specify that heavy-duty diesel powered construction equipment be certified to meet the recent NOx emissions standards established for new heavy duty diesel equipment by the CARB, including gasoline-powered heavy-duty equipment fitted with catalytic converters, or alternative-fueled equipment (e.g., compressed natural gas);
 - d. Require construction equipment used at the site to be equipped with catalysts/particulate traps to reduce particulate and NOx emissions. At the time that a contractor is selected for the project, the contractor shall show that the construction equipment used is equipped with particulate filters and/or catalysts or provide documentation why it is infeasible.
93. The Developer or successor in interest shall implement the following measures related to commercial structures to reduce ozone precursor emissions associated with energy use:

- a. The project sponsor may incorporate solar energy features into all commercial, including solar panels and passive solar features;
 - b. To the extent practical, Developer shall install double-paned glass in all exterior windows;
 - c. The Developer or successor in interest shall install the most energy-efficient, but cost-effective appliances available on the market.
 - d. Future building structures shall be constructed using high-albedo (reflecting) roofing materials.
94. Prior to grading, In order to reduce the potential impacts of increased particulate dust, the Developer shall submit a dust control plan to the SJVAPCD that incorporates all provisions of Regulation VIII.
95. Prior to grading, In order to reduce the potential impacts of construction emissions, the Developer shall turn off all equipment not in use for more ten minutes. Limit the hours of operation of heavy duty equipment and/or the amount of equipment in use. Whenever feasible and cost effective, use electrically driven equipment (provided they are not run via a portable generator. Rule 8041 – Carryout and Track out shall be strictly adhered to by all contractors working on the construction site or in the public right-of-way.

County of Fresno Human Health System - Environmental Health

116. All construction materials deemed hazardous as identified in any demolition process must be characterized and disposed of in accordance with current federal, State, and local requirements.
117. All construction equipment must be maintained according to the manufacturers' specifications, and noise generating construction equipment must be equipped with mufflers. Noise-generation construction activities shall be limited to daytime hours.
118. Plans for food service facilities shall be approved by the Health Department. A food-vending permit will be required prior to issuance of a Certificate of Occupancy.
119. The Developer or successor in interest shall comply with all District rules; Rule 4102, Rule 4601, 9510 and Rule 4001, and establish mitigation measures to reduce pollutants. All cooking emissions source must install charbroiled emissions control systems in the District's 2012 PM2.5 Plan.
120. If the proposed business stores hazardous materials (such as diesel and gasoline, lubricating oils, waste oil, pesticides, fertilizers, paint, welding gases, propane, disinfectants, sanitizers, etc.) at the site, then a hazardous materials form must be filed with the Health Department's Division of Environmental

Health Services.

California Department of Transportation

121. The Developer or successor in interest will enter into a Pro-Rata Share Agreement with Caltrans for the specified fair-share assessment amount toward area wide circulation improvements.

California Regional Water Quality Control Board

122. The Developer or successor in interest is required to comply with the State of California Water Resource Control Board requirements specifically related to the National Pollution Elimination System permit process.

CITY OF SELMA
Administrative Conditional Use Permit & CONDITIONS OF APPROVAL
Use of exposed metal in the NWSP

3480 Floral Avenue, Selma, CA 93662 (Fahrney)

Selma Municipal Code Title 11-16-15 allows the Community Development Director or his or her designee, to review and approve, with conditions or deny an Administrative Conditional Use Permit.

Failure to comply with these conditions of approval shall be grounds for revocation of this Administrative Conditional Use Permit. Additional conditions will be placed on all future submittals. All final inspections to ensure compliance with the conditions shall be conducted prior to the issuance of a Certificate of Occupancy.

This Administrative Conditional Use Permit is for the use of exposed metal in the North West Specific Plan Area Sub No. 2016-0030.

1. The proposed Minor Modification 2007-0148 to Site Plan 2006-0008 is consistent with Selma's Development Standards with the approval of the Site Plan Review.
2. The proposal provides for the logical and orderly expansion of the City of Selma. The site is physically suitable for the proposed commercial development because the proposed project site is of adequate lot size, lot configuration, and access to approved streets to promote commercial development.
3. The site is physically suitable for the proposed density of this development because the existing and planned infrastructure, required as conditions of development, will support the proposed development. There are no physical constraints that would prohibit development at the proposed density.
4. The design of the project or the proposed improvements is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.
5. The design of the project or type of improvements is not likely to cause serious public health problems.
6. The design of the project or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed project.
7. All conditions of approval related to dedications, street improvements, the installation of infrastructure such as sewer and water lines, storm drain facilities, and other public improvements have been evaluated and it has been confirmed that a rough proportionality and/or a required degree of connection exists between the dedication imposed or public improvement required and the proposed development.

CONDITIONS

1. All exterior architectural elements must be reviewed and approved by the Community Development Department. Details on the plans must be finished in a style and in materials which are in harmony with the approved exterior of the building. If exposed painted or unpainted metal is used the Developer and or successor must conform to the following sub conditions, pursuant to Selma's Northwest Specific Plan Policy No. 304-05:2:00.
2. Metal roofing and/or siding shall include a concealed fastener system for any metal product. No visible fastener system will be allowed.
3. The metal material shall be of such a quality and gauge as to prevent oil canning or wrinkling as determined by the Building Official.
4. Minor changes that do not affect the intent or make substantial design modifications may be approved administratively by the Community Development Department.
5. No exceptions are permitted for any future building proposed at the project location for any exterior metal building materials unless approved by the Community Development Department or the Planning Commission.

CITY ATTORNEY – Defense and Indemnification Provisions

6. The City shall not be liable to the Developer/Successor in Interest or to any other person, firm, or corporation whatsoever, for any injury or damage that may result to any person or property by or from any cause whatsoever in, on, or about the project of said land covered by this Agreement, or any part thereof. The preceding sentence shall not apply to any liability, loss, cost of damages caused solely by the negligence (active or passive) or willful misconduct of the City or its agents.
7. The Developer/Successor in Interest hereby releases and agrees to indemnify and hold the City, and its officers, agents, employees and volunteers harmless from and against any and all injuries to and deaths of persons or injuries to property, and all claims, demands, costs, loss, damage and liability, howsoever the same may be caused and whensoever the same may appear, resulting directly or indirectly from the performance or nonperformance of any or all work to be done in said project including but not limited to the right of way in said project and upon the premises adjacent thereto pursuant to this Agreement, and also from any and all injuries to and deaths of persons and injuries to property or other interests, and all claims, demands, costs, loss, damage, and liability, howsoever same may be caused and whensoever same may appear, either directly or indirectly made or suffered by the Developer/Successor in Interest, the Developer's agents, employees, and subcontractors, while engaged in the performance of said work. The preceding sentence shall not apply to any liability, loss, cost, damage and liability caused solely by the negligence (active or passive) or willful misconduct of the City or its agents.

**ACKNOWLEDGEMENT AND ACCEPTANCE OF CONDITIONS ON MINOR
MODIFICATION 2007-0148 TO SITE PLAN 2005-0019 AND ADMINISTRATIVE
CONDITIONAL USE PERMIT 2016-0030**

Fahrney Group (Toyota Dealership)
Commercial Project

I, Fahrney, ^{Contract} ~~developers~~ listed above, hereby state, that I have read, understand and accept Conditions of Approval numbered 1 through 7 and do, hereby, agree to abide by said conditions.

Our signature below certifies that we are fully aware that all conditions shall be fully complied with prior to issuance of any applicable licenses and/or permits unless other arrangements have been made in writing with the Community Development Director, City Engineer and/or Building Official.

APPLICANT/OWNER/DEVELOPER SIGNATURE:


TITLE: Paw

COMPANY: _____

COMMUNITY DEVELOPMENT DIRECTOR/STAFF

1-4-18
DATE

EXECUTIVE DIRECTOR'S /STAFF'S REPORT January 16 2018
BOARD MEETING DATE: _____

ITEM NO: 9.

SUBJECT: Change to banking authorized signers

DISCUSSION: With recent changes, individuals authorized to sign checks needs to be changed.

Documents have been prepared naming the Chairman, Vice-Chairman, Executive Director, and Human Resources Analyst/Secretary as authorized signers on the Selma Successor Agency to the Dissolved Redevelopment Agency account at Union Bank.

RECOMMENDATION: Approve Resolution changing the authorized signers on the Successor Agency to the Dissolved Redevelopment Agency account at Union Bank.

/s/ Henry Perea
Henry Perea, Executive Director

01/12/2018
Date

RESOLUTION NO. 2018 – SRDA

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SELMA SUCCESSOR AGENCY TO THE
DISSOLVED SELMA REDEVELOPMENT AGENCY
AUTHORIZING AND DESIGNATING AUTHORIZED PERSONS
TO ESTABLISH AND WITHDRAW FROM BANK ACCOUNTS
AT UNION BANK OF CALIFORNIA, N.A. – SUCCESSOR RDA**

WHEREAS, the Selma Successor Agency to the Dissolved Selma Redevelopment Agency should designate certain persons and authorized persons to deposit in Agency accounts and to withdraw on behalf of the Agency from said accounts.

NOW, THEREFORE, BE IT RESOLVED, that Union Bank of California N.A., a national banking association, is hereby selected and designated as a depository of funds of this Agency, and that a checking account be established and maintained by and in the name of this Agency at the Selma office of said Bank, upon and subject to such terms and conditions as the officers hereinafter designated, or any of them, may from time to time agree upon with said Bank; and

BE IT FURTHER RESOLVED, that all checks, drafts and other instruments for the payment of money drawn or accepted by this Agency for payment from said account or at said office be signed on behalf of this Agency by any two (2) of the following officers of the Agency viz: Jim Avalos as Chairman; Scott Robertson as Vice Chairman; Henry Perea as Executive Director; and Tesla Nason, as Human Resources Analyst/Deputy Secretary; and

BE IT FURTHER RESOLVED, that any checks, drafts or other instruments for the payment of money, endorsed on behalf of this Agency for deposit with or collection by said Bank, may be so endorsed in the name of the Agency by written or stamped endorsement, without designation or signature of the person making such endorsement; and

BE IT FURTHER RESOLVED, that the Secretary of this Agency be and hereby is authorized and directed to certify to said Bank that these resolutions have been duly adopted, and is in conformity with the charter and by-laws of the Agency, and to further certify to said Bank that names and specimen signatures of the present officers of the Agency authorized to sign as aforesaid, and if and when any change be made in the personnel of said officers the fact of such change and the name and specimen signature of each new officer; and

BE IT FURTHER RESOLVED, that said Bank be and hereby is requested and authorized to honor, receive, certify, and pay any such instrument signed or endorsed in accordance with the foregoing resolution and the certification then in effect as above provided for, including any such instrument drawn or endorsed to the personal order of, or presented for negotiation or encashment by, any officer signing or endorsing the name; and

BE IT FURTHER RESOLVED, that these resolutions and each such certification shall remain in full force and effect, and said Bank is authorized and requested to reply and act thereon, until it shall receive at its office to which the certified copy of these resolutions is delivered, either a certified copy of a further resolution of the Selma Successor Agency to the Dissolved Selma Redevelopment Agency amending or rescinding these resolutions or a further certification as above provided for, as the case may be.

The foregoing Resolution was duly approved by the Selma Successor Agency to the Dissolved Selma Redevelopment Agency at a regular meeting on the 16th day of January 2018 by the following vote, to wit:

AYES:	BOARD MEMBERS:
NOES:	BOARD MEMBERS:
ABSTAIN:	BOARD MEMBERS:
ABSENT:	BOARD MEMBERS:

Jim Avalos
Chairman of the Selma Successor Agency
to the Dissolved Selma Redevelopment Agency

Attest:

Reyna Rivera
Secretary

CHIEF EXECUTIVE DIRECTOR'S/STAFF'S REPORT
BOARD MEETING DATE:

January 16 2018

ITEM NO:

10.

SUBJECT: Change to banking authorized signers

DISCUSSION: With recent Board reorganization, individuals authorized to sign checks need to be changed.

Documents have been prepared naming the Chairman, Vice-Chairman, Executive Director, and Human Resource Analyst /Clerk as authorized signers on the Public Financing Authority account at Union Bank. Two (2) signatures are still required on each check.

RECOMMENDATION: Approve Resolution changing the authorized signers on the Public Financing Authority account at Union Bank.

/s/ Henry Perea

Henry Perea, Executive Director

01/12/2018

Date

RESOLUTION NO. 2018 – PFA

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SELMA PUBLIC FINANCING AUTHORITY
AUTHORIZING AND DESIGNATING AUTHORIZED PERSONS
TO ESTABLISH AND WITHDRAW FROM BANK ACCOUNTS
AT UNION BANK OF CALIFORNIA, N.A. - PFA**

WHEREAS, the establishment of the Selma Public Financing Authority has taken place; and

WHEREAS, the Selma Public Financing Authority should designate certain persons and authorize persons to deposit in Authority accounts and to withdraw on behalf of the Authority from said accounts.

NOW, THEREFORE, BE IT RESOLVED, that Union Bank of California, N. A., a national banking association, is hereby selected and designated as a depository of funds of this Authority, and that a checking account be established and maintained by and in the name of this Authority at the Selma office of said Bank, upon and subject to such terms and conditions as the officers hereinafter designated, or any of them, may from time to time agree upon with said Bank; and

BE IT FURTHER RESOLVED, that all checks, drafts and other instruments for the payment of money drawn or accepted by this Authority for payment from said account or at said office be signed on behalf of this Authority by any two (2) of the following officers of the Authority viz: Jim Avalos as Chairman; Scott Robertson as Vice Chairman; Henry Perea as Executive Officer; Tesla Nason as Human Resources Analyst/Clerk;

BE IT FURTHER RESOLVED, that any checks, drafts or other instruments for the payment of money, endorsed on behalf of this Authority for deposit with or collection by said Bank, may be so endorsed in the name of the Authority by written or stamped endorsement, without designation or signature of the person making such endorsement; and

BE IT FURTHER RESOLVED, that the Secretary of this Authority be and hereby is authorized and directed to certify to said Bank that these resolutions have been duly adopted, and is in conformity with the charter and by-laws of the Authority, and to further certify to said Bank that names and specimen signatures of the present officers of the Authority authorized to sign as aforesaid, and if and when any change be made in the personnel of said officers the fact of such change and the name and specimen signature of each new officer; and

BE IT FURTHER RESOLVED, that said Bank be and hereby is requested and authorized to honor, receive, certify, and pay any such instrument signed or endorsed in accordance with the foregoing resolution and the certification then in effect as above provided for, including any such instrument drawn or endorsed to the personal order of, or presented for negotiation or encashment by, any officer signing or endorsing the name; and

BE IT FURTHER RESOLVED, that these resolutions and each such certification shall remain in full force and effect, and said Bank is authorized and requested to reply and act thereon, until it shall receive at its office to which the certified copy of these resolutions is delivered, either a certified copy of a further resolution of the Selma Public Financing Authority amending or rescinding these resolutions or a further certification as above provided for, as the case may be.

The foregoing Resolution was duly approved by the Selma Public Financing Authority at a regular meeting held on the ____ day of January 2018 by the following vote, to wit:

AYES:	BOARD MEMBERS:
NOES:	BOARD MEMBERS:
ABSTAIN:	BOARD MEMBERS:
ABSENT:	BOARD MEMBERS:

Jim Avalos
Chairman of the
Selma Public Financing Authority

Attest:

Reyna Rivera
Clerk

EXECUTIVE DIRECTOR'S/STAFF'S REPORT
BOARD MEETING DATE:

January 16 2018

ITEM NO: 11.

SUBJECT: Change to banking authorized signers

DISCUSSION: With the recent Board reorganization, individuals authorized to sign checks needs to be changed.

Documents have been prepared naming the current Chairman, Vice – Chairman, Executive Director, Human Resources Analyst/Secretary, as authorized signers on the Community Enhancement Corporation account at Union Bank. Two (2) signatures are still required on each check.

RECOMMENDATION: Approve Resolution changing the authorized signers on the Community Enhancement Corporation account at Union Bank.

/s/ Henry Perea
Henry Perea, Executive Director

01/12/2018
Date

RESOLUTION NO. 2018 – CEC

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SELMA COMMUNITY ENHANCEMENT CORPORATION
AUTHORIZING AND DESIGNATING AUTHORIZED PERSONS
TO ESTABLISH AND WITHDRAW FROM BANK ACCOUNTS
AT UNION BANK OF CALIFORNIA, N.A. - CEC**

WHEREAS, the establishment of the Selma Community Enhancement Corporation has taken place; and

WHEREAS, the Selma Community Enhancement Corporation should designate certain persons and authorize persons to deposit in Corporation accounts and to withdraw on behalf of the Corporation from said accounts.

NOW, THEREFORE, BE IT RESOLVED, that Union Bank of California, N. A., a national banking association, is selected and designated as a depository of funds of this Corporation, and that a checking account be established and maintained by and in the name of this Corporation at the Selma office of said Bank, upon and subject to such terms and conditions as the officers hereinafter designated, or any of them, may from time to time agree upon with said Bank; and

BE IT FURTHER RESOLVED, that all checks, drafts and other instruments for the payment of money drawn or accepted by this Authority for payment from said account or at said office be signed on behalf of this Authority by any two (2) of the following officers of the Authority viz: Jim Avalos as Chairman, Scott Robertson as Vice Chairman, Henry Perea as Executive Officer, and/or Tesla Nason as Human Resources Analyst/Secretary; and

BE IT FURTHER RESOLVED, that any checks, drafts or other instruments for the payment of money, endorsed on behalf of this Corporation for deposit with or collection by said Bank, may be so endorsed in the name of the Corporation by written or stamped endorsement, without designation or signature of the person making such endorsement; and

BE IT FURTHER RESOLVED, that the Secretary of this Corporation be and hereby is authorized and directed to certify to said Bank that these resolutions have been duly adopted, and is in conformity with the charter and by-laws of the Corporation, and to further certify to said Bank that names and specimen signatures of the present officers of the Authority authorized to sign as aforesaid, and if and when any change be made in the personnel of said officers the fact of such change and the name and specimen signature of each new officer; and

BE IT FURTHER RESOLVED, that said Bank be and hereby is requested and authorized to honor, receive, certify, and pay any such instrument signed or endorsed in accordance with the foregoing resolution and the certification then in effect as above provided for, including any such instrument drawn or endorsed to the personal order of, or presented for negotiation or encashment by, any officer signing or endorsing the name; and

BE IT FURTHER RESOLVED, that these resolutions and each such certification shall remain in full force and effect, and said Bank is authorized and requested to reply and act thereon, until it shall receive at its office to which the certified copy of these resolutions is delivered, either a certified copy of a further resolution of the Selma Community Enhancement Corporation amending or rescinding these resolutions or a further certification as above provided for, as the case may be.

The foregoing Resolution was duly approved by the Selma Community Enhancement Corporation at a regular meeting held on the ____ day of January 2018 by the following vote, to wit:

AYES:	BOARD MEMBERS:
NOES:	BOARD MEMBERS:
ABSTAIN:	BOARD MEMBERS:
ABSENT:	BOARD MEMBERS:

Jim Avalos
Chairman of the Selma Community
Enhancement Corporation

Attest:

Reyna Rivera
Secretary